



midtown
H O U S T O N

Attorney Client Privilege Work Product

**MIDTOWN MANAGEMENT
DISTRICT BOARD OF DIRECTORS
MEETING
January 7, 2026**

(For Board Members Only)

**Freedmen's Town/
Fourth Ward**

Downtown

Montrose

Third Ward

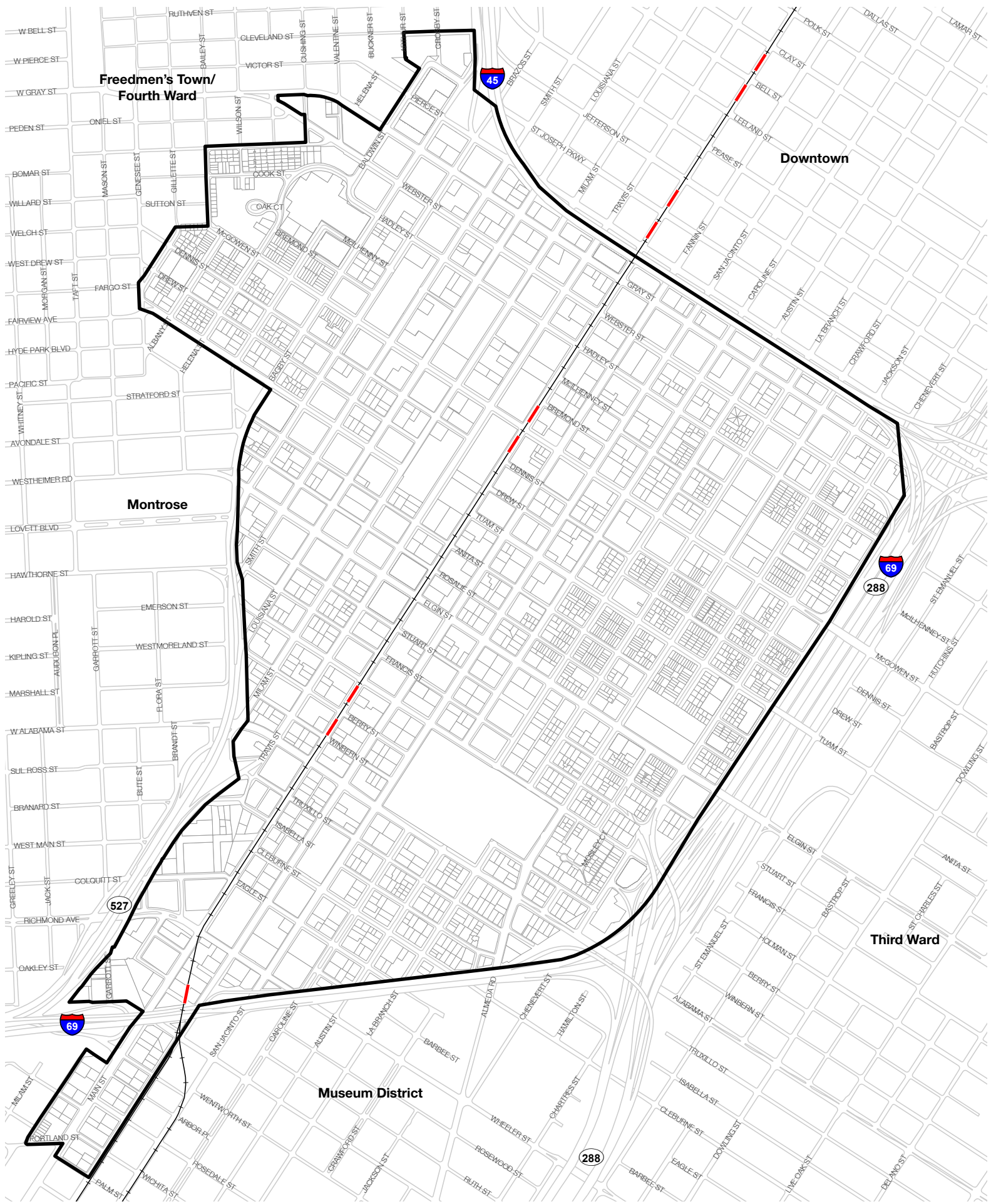
Museum District

Midtown Management District

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



WALTER P MOORE





MIDTOWN MANAGEMENT DISTRICT

410 Pierce Street, Suite 355
Houston, Texas 77002
713/526-7577

<https://midtownhouston.com/>

MEMORANDUM

TO: The Midtown Management District Board of Directors and other interested parties

FROM: [Cynthia Alvarado](#), CPM®; Director of Operations and Strategic Planning
Midtown Management District

RE: 2026 Midtown Management District Board of Directors Meeting Dates

The Midtown Management District Board of Directors normally meets on the first Wednesday of each month, unless noted. Board meetings are *held in person* and available to view online.

Please ***mark your calendar*** to indicate the dates of the board meetings for the Midtown Management District. These dates and additional information such as agendas and draft documents can be found on the [Midtown events calendar](#). Committee meetings are virtual. The links and dates for committee meetings can also be found on the Midtown events calendar. * Denotes an evening meeting.

Wednesday, January 7 th @ 11AM	Wednesday, July 1 st @ 11AM
Wednesday, February 4 th * @ 5PM Annual Meeting	Wednesday, August 5 th * @ 5PM
Wednesday, March 4 th @ 11AM	Wednesday, September 2 nd @ 11AM
Wednesday, April 1 st @ 11AM	Wednesday, October 7 th @ 11AM
Wednesday, May 6 th * @ 5PM	Wednesday, November 4 th * @ 5PM
Wednesday, June 3 rd @ 11AM	Wednesday, December 2 nd @ 11AM

Meeting Location: All ***board meetings*** are held in person at 410 Pierce. The meetings are in the first-floor conference room. The building door is located on Pierce near Brazos.

An agenda will be sent out the week prior to the meeting. All meeting dates, times, agendas, and documents are posted on our [web site](#). In the unlikely event that a special meeting is called Board Members will be notified.



MIDTOWN MANAGEMENT DISTRICT COMMITTEE MEETINGS

Combined Service and Maintenance Committee & Urban Planning Committee meeting is every 3rd Monday at 4:00 p.m.

- January 26, 2026
- March 16, 2026
- May 18, 2026
- July 20, 2026
- September 21, 2026
- November 16, 2026
- February 23, 2026
- April 20, 2026
- June 15, 2026
- August 17, 2026
- October 19, 2026
- December 14, 2026

Public Safety Committee meetings are every 3rd Tuesday at 11:30 p.m.

- January 20, 2026
- March 17, 2026
- May 19, 2026
- July 21, 2026
- September 15, 2026
- November 17, 2026
- February 17, 2026
- April 21, 2026
- June 16, 2026
- August 18, 2026
- October 20, 2026
- December 15, 2026

Combined Cultural Arts and Entertainment Committee & Marketing Committee meeting is every 3rd Tuesday at 3:00 p.m.

- January 20, 2026
- March 17, 2026
- May 19, 2026
- July 21, 2026
- September 15, 2026
- November 17, 2026
- February 17, 2026
- April 21, 2026
- June 16, 2026
- August 18, 2026
- October 20, 2026

Economic Development Committee meeting is every 3rd Wednesday at 10:00 a.m.

- January 21, 2026
- March 18, 2026
- May 20, 2026
- July 15, 2026
- September 16, 2026
- *November 18, 2026*
- February 18, 2026
- April 15, 2026
- June 17, 2026
- August 19, 2026
- October 21, 2026
- *December 16, 2026*

*** Finance Committee meetings are the 4th Tuesday of every OTHER month from February - June and EVERY month from July – November at 1:00 p.m. ***

- February 24, 2026
- June 23, 2026
- August 25, 2026
- October 27, 2026
- April 28, 2026
- July 28, 2026
- September 22, 2026
- *November 17, 2026*

Parking Benefit District Advisory Committee meetings are quarterly on the 2nd Thursday at 3:00 p.m.*

- March 12, 2026
- June 11, 2026
- September 10, 2026
- December 10, 2026

*** The meeting dates and time for all committee meetings may change. However, updated information will be made available on the Midtown website as soon as the changes are made. ***



MISSION STATEMENT

Midtown strives to provide an economically vibrant urban destination where arts and culture thrive alongside businesses and residents in a safe, active, diverse neighborhood.

MIDTOWN MANAGEMENT DISTRICT NOTICE OF MEETING

TO: THE BOARD OF DIRECTORS OF MIDTOWN MANAGEMENT DISTRICT AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Midtown Management District (the "District") will hold a regular meeting, open to the public, on **Wednesday, January 7, 2026, at 11:00 a.m.** in the **1st Floor Conference Room (please enter at the Pierce St. and Brazos St. door)** at **410 Pierce Street**, 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://teams.microsoft.com//meetup-join/19%3ameeting_NTZjODJmZDEtNjlkMS00NzlmLWlyNTQtNzBIYWY4YWZjYWlx%40thread.v2/0?context=%7b%22id%22%3a%2264ae36a4-5920-4081-bbb2-c3260f4221e0%22%2c%22oid%22%3a%223a154e90-eb27-484b-a1b2-2674d18d9a0e%22%7d

Meeting ID: 210 376 077 789 **Passcode:** 5e3ari

Or Call in 1-872-256-8243 Phone conference ID 401 646 45#

The Board of Directors of the Midtown Management District 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:

1. Call meeting to Order and verify that a quorum is present.
2. Receive Public Comments.*

3. Consent Agenda

- a. Approve Minutes for November 5, 2025, Board Meeting
- b. Approve Financial Report for the Month of October 2025
- c. Approve Financial Report for the Month of November 2025
- d. Approve Payment of Invoices for November 2025
- e. Approve Payment of Invoices for December 2025
- f. Approve Equi-Tax Report for November 2025
- g. Approve Equi-Tax Report for December 2025

4. Receive the 3rd Quarter Investment Report for the period ending September 2025.

5. Review, discuss and take necessary action regarding the annual review of the District's Investment Policy and List Qualified Broker/Dealers.

6. Receive committee activity reports and review, discuss, and take necessary action regarding the following, as appropriate:

a. Public Safety **Jeanette Criglar, Chair**

b. Services & Maintenance **Christopher Johnston, Chair**

i. Midtown Streetscape Refresh Project – Change Orders

c. Economic Development **Maggie Segrich, Chair**

i. Camera Grant Program Announcement

d. Marketing **Desmond Bertrand-Pitts, Chair**

e. Urban Planning **Lewis Goldstein, Chair**

i. Sidewalk Maintenance Program – Construction Phase Services contracts

a. Construction Management and Inspection – IDS Engineering Group

b. Construction Administration – Gauge Engineering/HR Green

ii. Parking Benefit District Advisory Committee

- f. Cultural Arts & Entertainment. **Desmond Bertrand-Pitts, Chair**
 - i. Assessment Funded Projects
 - ii. Grant Funded Projects
 - iii. Grant Assignment Agreement between Midtown Management District and Midtown Parks Conservancy.
 - (a) HueMan:Shelter
 - (b) MidtownHOU Micro Grants

- g. Finance and Budget. **Kelly Young, Chair**
 - i. FY 2026 Budget

Assessment Impact Statement- Midtown Management District

	Current Budget Fiscal Year Ending December 2025	Proposed Budget Fiscal Year Ending December 2026	No-New-Revenue Assessment Rate Budget
Estimated District Assessment Bill on Average Homestead*	\$ 5,639,162	\$ 5,714,430	0.1181¢ per \$100 of value

*The District levies an assessment. As reported by Equi-Tax, Inc., the average annual assessment for a residential homesteaded property in 2024 was \$359.38.

- h. Nominating Committee **Gloria Haney, Chair**

- i. Community Activity Report. **Christopher Johnston, Liaison**
 - i. Super Neighborhood #62

- j. Executive Committee **Jeanette Criglar, Chair**

- 7. With respect to the foregoing agenda items, the Board 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. Personnel matters (Section 551.074, Texas Government Code).

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

8. **Presentation:** Decision Information Resources, Inc. - Evaluating the impact of the HueMan:Shelter initiative
9. Announcements

Next meeting date: **Midtown Management District Board of Directors
Wednesday, February 5, 2026, at 5:00 p.m.
410 Pierce Street, (at Brazos) 1st Floor
Houston TX 77002**

10. Adjourn



Jeanette Criglar / ca

Jeanette Criglar, Ph.D., Chair
Midtown Management District Board of Directors

*If you would like to make public comments, please register prior to 11:00 a.m. Registration sign-in sheets for those making public comments will be picked up promptly at 11:00 a.m.

Meeting information including the agenda, and a draft Board Packet can be found on our website at the following [LINK](#)

MMD PROPOSED BUDGET_12_3_2025 (January 1, 2026 to December 31, 2026)

Approved Amended 2025 Budget	Proposed 2026 Budget
0.1181	0.1181

{2025 Certified & Uncertified Value As of September, 2025 } \$ 2,890,181,507

Sources of Funds

Tax Revenue - All Years, Penalties, Fees, Collection Cost

3,276,860	3,242,639
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MISC REVENUE

400102	Grant Revenue	300,000	410,000
403000	Other Income		
403120	Parking Benefit District (COH/Committed-Directed)	179,769	179,769
403100	Booth and Events Fees	5,000	-
403105	Application Fees	1,000	-
404000	Interest Income - (Invest Interest Earned)	175,000	100,000
	Sub-Total Misc Revenue	660,769	689,769
	Total Sources of Funds	3,937,629	3,932,408

Uses of Funds

500000 SECURITY AND PUBLIC SAFETY

500001	Security and Public Safety - General Expenses		
501000	Street Lighting - Electricity	80,000	80,000
502000	Enhancement Public Safety		
502011	Harris County Precinct 7	505,080	505,080
502012	SEAL Program	703,000	727,523
502014	SEARCH	76,401	81,000
502015	HPD Homeless Outreach Team	21,000	-
502016	Directed Enforcement	69,410	76,950
502100	Direct Clean Ups - SMC	35,000	38,000
504000	Security Coordinator	3,000	2,000
507000	Streetlight Outage Survey	3,500	3,500
508000	Public Safety Light Program	20,000	20,000
509000	National Night Out	20,000	20,000
509001	Coffee with a Cop	2,000	4,000
509500	Public Safety Parks Program	10,000	10,000
509555	Public Safety Communications	5,500	6,500
509560	Professional Development	7,000	7,000
	Flock License Plate Reader		75,000
	Comprehensive Public Safety Plan		100,000
	Public Safety Data Analysis		9,000
509700	Program/Project Management	153,059	195,474
	Total Security and Public Safety	1,714,350	1,961,027

60000 MARKETING

601007	Media Advertising & Promotional Items	33,000	-
602000	Website Hosting and Maintenance	27,000	-
	Media Advertising & Website Hosting/Maint		106,000
603004	Resident/Stakeholder Focused Communications	15,000	2,500
603005	Midtown Newspaper	15,000	15,000
607000	Midtown eNews	2,050	1,500
609003	Cultural Arts Guide	9,200	9,200
609520	Marketing - Communications	15,000	10,000
609700	Program/Project Management	21,806	21,170
	Total Marketing	138,056	165,370

61000 ECONOMIC DEVELOPMENT

	Media Advertising & Promotional Items	10,000	
	Business Grants	30,000	
	Community Engagement Programs for Bus	15,000	
	State of Midtown	20,000	
	Economic Development Guide	9,200	
	Professional Development	3,000	
	Eco Dev - Communications	10,000	-
	Economic Development		75,000
	Program/Project Management	15,000	15,000
	Total Economic Development	112,200	90,000

MMD PROPOSED BUDGET_12_3_2025 (January 1, 2026 to December 31, 2026)

Approved Amended 2025 Budget	Proposed 2026 Budget
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700000 URBAN PLANNING

702025	Bike Rides {BikeHouston Partnership}	1,000	2,000
702030	Street Safety & Public Realm Enhancements	95,000	-
702500	Planning Studies --	30,000	85,000
706700	Program/Project Management	32,965	33,436
	Special Projects	-	10,000
	Banner Project	-	60,000
	Total Urban Planning	158,965	190,436

710000 CULTURAL ARTS & ENTERTAINMENT

710102	Art Project Sponsorships - Midtown Artist in Residence and Public Art P	15,000	10,000
709103	Midtown Mural Project - city wide mini mural project	24,000	4,000
710108	Special Events in Midtown	50,000	60,000
710110	Parks Programming	30,000	40,000
710113	Cultural Arts - Communications	16,000	16,000
710114	MidtownHOU Arts Micro Grants	35,000	120,000
710116	Professional Development	5,000	2,500
710117	Membership	5,500	2,500
710118	Grant Consultants	8,000	-
	Outdoor Public Art Gallery	25,000	-
710220	Cultural Arts Master Plan	25,000	15,000
710000	Cultural Arts & Entertainment - Other	20,000	20,000
710700	Program/Project Management	110,000	110,000
	Total Cultural Arts & Entertainment	368,500	400,000

720000 SERVICE & MAINTENANCE

722005	Baldwin/Glover Park		
722051	Water	8,000	9,000
722052	Electric	4,700	4,700
722053	Path Gravel	18,819	14,000
722054	Irrigation Repairs	6,266	3,000
722055	Landscape Repairs/Replacement	31,365	30,000
722056	Baldwin/Glover Park Maintenance	45,520	5,000
722057	Park Lighting	62,350	60,000
722058	Dog Park Maintenance	5,228	5,000
722059	Fountains	5,000	5,000
	Pest Control	-	2,000
	Sub-Total Baldwin/Glover Park	187,248	137,700
725001	Field Services Team	383,160	613,000
725002	Graffiti Abatement	22,300	20,000
725003	Supplies	627	2,500
725004	Storage	7,300	8,000
725005	Seasonal Planting - PROW	20,910	250,000
725007	Tree Maintenance	67,958	10,000
725008	Landscaping/Tree Planting	20,910	25,000
725009	Pet Waste Stations	5,228	5,000
725200	Emergency Contingency	100,000	100,000
725015	Maintenance Expenses	4,182	4,000
	Sub-Total Field Services	632,575	1,037,500
726000	Service & Maintenance-Other		
BBB	Service & Maintenance-Other		
726010	SeeClickFix	11,100	12,000
726100	Legacy Maintenance Project	400,000	-
726100	District New Improvements Projects Contract - Holman St, Main St./Median & Entry Portals; Caroline Street	200,000	-
	Wayfinding Signage - Caroline Street		2,500
	Wayfinding Signage - Holman Street		2,500
	Legacy Street Maintenance		
	Water Bills Legacy		26,500
	Electricity Bills Legacy		20,000
	Irrigation Repairs Legacy		27,000
	Street Furniture Legacy		17,000
	Pavers		10,000

MMD PROPOSED BUDGET_12_3_2025 (January 1, 2026 to December 31, 2026)

		Approved Amended 2025 Budget	Proposed 2026 Budget
	Pest Control		3,000
	Legacy Tools and Supplies		1,500
	New Improvement Maintenance		
	Water Bills New Impr		37,000
	Electricity New Impr		23,150
	Irrigation Repairs New Impr		34,000
	Street Furniture New Impr		22,000
	Pavers		17,500
	New Improvement Tools and Supplies		1,500
	Decorative Street Signs throughout Midtown		10,000
726300	Maintenance Contingency	75,000	100,000
	Repair and Replacement		100,000
726002	Art in the Park	6,273	-
726003	Dark Block Program	6,273	-
726004	Street Safety & Bikeway Maintenance	20,910	20,910
726005	Native Planting	20,910	-
728000	Program/Project Management	161,665	256,855
	Sub-Total Service & Maintenance-Other	902,131	744,915
	Total Service and Maintenance	1,721,954	1,920,115

ADMINISTRATION

802000	Legal Counsel	140,000	140,000
802040	Service Plan Costs	10,000	-
802042	Public Information Request	5,000	5,000
803000	Accnt/Audit Expense	18,253	20,000
804003	Insurance D&O	4,150	4,150
804004	General Liability Insurance	9,000	14,000
804005	Insurance - other	5,735	6,500
805120	Collection Costs	60,000	65,000
806004	Bank Service Charge	5,000	5,000
806005	General Operating/Admin. Expense	10,000	12,000
806006	District Cell Phone	4,320	5,400
807001	BOD Mtgs & Misc. EXP-OTHER	19,000	21,000
809000	GO&A (auth by service plan)	355,000	340,253
	Total Administration	645,458	638,303

PARKING BENEFITS DISTRICT

	Parking Benefit District (COH/Committed-Directed)	179,679	179,679
	Total Parking Benefits District	179,679	179,679

BLOOMBERG FOUNDTION GRANT

	Bloomberg Foundation Grant Expenses	600,000	169,500
	Total Bloomberg Grant	600,000	169,500

Total Uses of Funds

5,639,162 5,714,430

RESERVES

	Reserve Funds	901,533	1,412,522
	Bloomberg Foundation Grant	600,000	169,500
	Grant Revenue	200,000	200,000
	TOTAL USES & RESERVES	5,639,162	5,714,430
	TOTAL SOURCES	5,639,162	5,714,430
	NET INCREASE /DECREASE FOR THE PERIOD		

*A - Assessment funds moved frm Cultrual Arts and reallocated to Security & Public Safety to allow for 2 Seal Security officers for 24/7 district coverage

* B - Funding derived or partially derived from Houston Endowment Grant sources



MEMORANDUM

To: Midtown Management District Board of Directors
From: Cynthia Alvarado, Director of Operations and Strategic Planning
Date: November 2025 – distribution of board packet
Re: Assessment Payor Impact Statement

I wanted to alert you to a legislative requirement for the District. Moving forward annually as the budget is presented for approval, we will be placing an Assessment Payor Impact Statement on the applicable agenda. This goal of the Assessment Payor Impact Statement is to increase transparency by comparing the assessment due under the proposed new assessment rate versus the no-new-revenue rate. Keep in mind that we have not had an assessment rate increase since 2002. Below is a sample of the statement that will be included on the December board agenda. At the same time, we will also include the draft of the proposed FY 2026 budget. This information will also be made available on the Midtown website.

Assessment Impact Statement- Midtown Management District

	Current Budget Fiscal Year Ending December 2025	Proposed Budget Fiscal Year Ending December 2026	No-New-Revenue Assessment Rate Budget
Estimated District Assessment Bill on Average Homestead*	\$	\$0	0.1181¢ per \$100 of value

*The District levies an assessment. The average annual assessment for a residential homesteaded property in 2024 was \$359.38

For additional information please contact: [Cynthia Alvarado](#)



MINUTES

**MIDTOWN MANAGEMENT DISTRICT
BOARD OF DIRECTORS' MEETING**

November 5, 2025

The Board of Directors of the Midtown Management District held a regular meeting, open to the public, on Wednesday, November 5, 2025, at 11:00 a.m. in the **1st Floor conference room of the Midtown Management District's offices** located at **410 Pierce Street, Houston, Texas 77002**, inside the boundaries of the District and the roll was called of the duly appointed members of the Board, to-wit:

Pos. 1	Vacant	Pos. 10	Ericka Butler
Pos. 2	Gloria Haney	Pos. 11	Vacant
Pos. 3	Vacant	Pos. 12	Vacant
Pos. 4	Vacant	Pos. 13	Marylene Chan
Pos. 5	Ryan M. LeVasseur	Pos. 14	Christopher Johnston
Pos. 6	Maggie Segrich	Pos. 15	Jeanette Criglar, Ph.D.
Pos. 7	Desmond Bertrand-Pitts	Pos. 16	Kelly A. Young
Pos. 8	Lewis Goldstein	Pos. 17	Vacant
Pos. 9	Vacant		

All of the above were physically present except for Directors Chan and Young.

In addition, present at the meeting were Midtown Staff members Matt Thibodeaux, Kandi Schramm, Cynthia Alvarado, Vernon Williams, Marlon Marshall, David Thomas, Kayler Williams, Jaime Giraldo, Chandler Snipe (virtual), Jeremy Rocha, Amaris Salinas, Madison Walkes, Sharita Bohanna and Sally Adame (virtual). Additional attendees were Melissa Morton of the Morton Accounting Services, Clark Lord and Kennedy Hayes of Bracewell, Jennifer Gribble, Midtown Super Neighborhood #62; and Amber Hansinger of The Harris Center.

1. **CALL MEETING TO ORDER AND VERIFY THAT A QUORUM IS PRESENT.**

Chair Criglar called the meeting to order and welcomed attendees.

Ms. Alvarado called the roll of the Board of Directors and verified that a quorum was present.

2. **RECEIVE PUBLIC COMMENTS.**

There were no public comments.

3. **CONSENT AGENDA.**

- A. **APPROVE MINUTES FOR OCTOBER 1, 2025, BOARD MEETING**
- B. **APPROVE FINANCIAL REPORTS FOR THE MONTH OF SEPTEMBER 2025**
- C. **APPROVE PAYMENT OF INVOICES FOR OCTOBER 2025**
- D. **APPROVE EQUI-TAX REPORT FOR OCTOBER 2025**

Ms. Alvarado presented the various items on the consent agenda.

Director Johnston made a motion to approve the Consent Agenda. The motion was seconded by Director Segrich and carried by unanimous vote.

4. **RECEIVE COMMITTEE ACTIVITY REPORTS AND REVIEW, DISCUSS, AND TAKE NECESSARY ACTION REGARDING THE FOLLOWING, AS APPROPRIATE:**

A. **Public Safety Committee – Jeanette Criglar, Chair
Ericka Butler, Vice Chair**

Ms. Bohanna provided the Public Safety Committee report on behalf of Director Criglar, noting no action items. Ms. Bohanna reported on the well-attended National Night Out on Tuesday, October 7th.

Ms. Bohanna also provided a brief overview of the new MRA sponsored mental health and substance use interventions program, the Chronic Consumer Assistance Program (CCAP), aimed at addressing the needs of individuals with recurring behavioral health concerns. Ms. Hansinger of the Harris Center provided monthly statistics about the CCAP. She reported that the primary hotspot locations included Lord of the Streets, and Trinity Episcopal Church area.

The next Public Safety Committee meeting will be held on Tuesday, November 18, 2025, at 11:30 a.m.

B. Services and Maintenance Committee – Christopher Johnston, Chair

Mr. Rocha presented the Services and Maintenance Committee report on behalf of Director Johnston.

The Midtown Field Services Team completed the following:

- 123 miles of right of way moved
- 253 bags of trash -12,650 lbs. removed in Sept 2025
- 83 graffiti sites abated (471 YTD)
- 10 See-Click-Fix tickets received: 95 YTD (only 2 remain open)

i. Recommendation for selection of best proposal and award contract for Field Services Maintenance.

The Field Services Maintenance Project followed the normal procurement process. The committee reviewed six bids received and interviewed two finalists. They recommended LMC to the Board as the contractor.

Director Butler made the motion to accept the recommendation of LMS as the contractor of choice for Field Services Maintenance. The motion was seconded by Director Segrich and carried by unanimous vote.

Mr. Rocha announced that the combined Services and Maintenance Committee and Urban Planning Committee meeting will be held on Monday, November 17, 2025, at 4:00 p.m.

C. Economic Development Committee – Maggie Segrich, Chair

Director Segrich presented the Economic Development Committee report, noting no action items.

i. Midtown Camera Grant Program

Director Segrich provided a brief reminder about the details of the Midtown Camera Grant Program and confirmed with staff that the program was live on social media and the Midtown website at the time of the meeting.

Director Segrich announced that the next Economic Development Committee meeting will be virtual on Wednesday, November 12, 2025, at 1:00 p.m.

D. Marketing Committee – Desmond Bertrand-Pitts, Chair

Ms. Walkes presented the Marketing Committee and communications report for the month of September on behalf of Director Bertrand-Pitts. There were no action items.

Ms. Walkes announced that the next Marketing Committee meeting will be held on Tuesday, November 18, 2025, at 3:00 p.m.

E. Urban Planning Committee – Lewis Goldstein, Chair

Director Goldstein presented the Urban Planning Committee report, noting no action items.

i. Midtown Banner Project

ii. Sidewalk Repair Contractor Recommendation

The Sidewalk Repair Project followed the normal procurement process. The committee reviewed the eight bids received and is recommending to the Board Roma Concrete and Construction as the contractor.

Director Butler made the motion to accept the recommendation of Roma Concrete & Construction as the contractor of choice for the Sidewalk Repair Project. Director Segrich seconded the motion which carried by unanimous vote.

Director Goldstein announced that the next combined Service and Maintenance Committee and Urban Planning Committee meeting will be held on Monday, November 17, 2025, at 4:00 p.m.

**i. Parking Benefit District Advisory Committee – Maggie Segrich, Chair
Ericka Butler, Vice Chair**

Director Segrich presented the Parking Benefit District Advisory Committee report, noting no action items.

Director Segrich announced that the next Parking Benefit District Advisory Committee meeting will be held in-person on Thursday, January 8, 2026, at 3:00 p.m.

F. Cultural Arts & Entertainment Committee – Desmond Bertrand-Pitts, Chair

Ms. Snipe presented the Cultural Arts & Entertainment Committee report on behalf of Director Bertrand-Pitts. There were no action items for consideration.

i. Assessment Funded Projects

There are no assessment funded projects at this time.

ii. Grant Funded Projects

a. HueMan:Shelter

Ms. Snipe provided updates about HueMan:Shelter Day. The Mayor proclaimed November 1st as HueMan:Shelter Day in the city of Houston. The proclamation was presented by Council Member Shabazz.

The current Midtown Sign Wrap is designed to honor National Homeless Awareness Month and highlight the artwork created by the UpRise Enterprise cohorts at the six HueMan:Shelter project locations.

b. MidtownHOU Micro Grants:

Ms. Snipe reported that as part of the MidtownHOU Arts Micro Grants Program, Midtown has three (3) remaining public art grant projects that are scheduled to be completed by artists or arts organization by December 31st.

Ms. Snipe announced that the next combined meeting of the Cultural Arts & Entertainment Committee and the Marketing Committee is scheduled for Tuesday, November 18, 2025, at 3:00 p.m.

G. Finance and Budget Committee – Kelly Young, Chair

Ms. Morton presented the Finance and Budget Committee report, on behalf of Director Young. There were no action items. She reported that the Committee reviewed the draft budget. There is one committee budget that needs to be completed to keep with the Board's required December approval goal.

Ms. Alvarado reported to the Board that there are new legislative requirements for the Board meeting agenda related to the annual budget approval process. Moving forward

either a link to a website that shows the proposed draft budget, or the actual proposed draft budget must be attached as part of the Board agenda.

Mr. Lord also reminded the Board of the legislative requirements to post an agenda with the county. Agendas must be posted 72 hours before a board meeting, not including holidays or weekends.

The next Finance and Budget Committee meeting will be on Tuesday, November 18, 2025, at 1:00 p.m.

H. Nominating Committee – Gloria Haney, Chair

There were no updates to report at this time.

I. Community Activity Report – Christopher Johnston, Liaison

i. Super Neighborhood #62

Director Johnston announced that the MSN #62 will hold their next meeting on Wednesday, November 12, 2025, at 5:45 p.m. at South Main Baptist Church, 4100 Main Street, Houston, TX 77002.

J. Executive Committee – Jeanette Criglar, Chair

Chair Criglar stated that all matters discussed at the Executive Committee meeting were addressed in the various committee activity reports.

5. WITH RESPECT TO THE FORGOING AGENDA ITEMS, THE BOARD 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. Personnel matters (Section 551.074, Texas Government Code).

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

There was no Executive Session.

6. ANNOUNCEMENTS

NEXT MEETING DATE

The next Midtown Management District Board of Directors meeting will be held on **Wednesday, December 3, 2025, at 11:00 a.m.**

7. ADJOURN

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

Desmond Bertrand-Pitts, Secretary

Date: _____

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Midtown Management District
Balance Sheet Prev Year Comparison
As of October 31, 2025

	Oct 31, 25	Oct 31, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10000 · Operating Funds	1,866,828.22	3,492,212.96	-1,625,384.74	-46.5%
10002 · Restricted Funds	11,422.70	11,422.70	0.00	0.0%
Total Checking/Savings	1,878,250.92	3,503,635.66	-1,625,384.74	-46.4%
Accounts Receivable				
120000 · Assessments Receivable	3,169,263.43	140,635.48	3,028,627.95	2,153.5%
123001 · AR Current	98,583.82	47,375.42	51,208.40	108.1%
Total Accounts Receivable	3,267,847.25	188,010.90	3,079,836.35	1,638.1%
Other Current Assets				
130500 · Prepaid Expense	51,360.46	0.00	51,360.46	100.0%
Total Other Current Assets	51,360.46	0.00	51,360.46	100.0%
Total Current Assets	5,197,458.63	3,691,646.56	1,505,812.07	40.8%
Other Assets	0.00	36,959.00	-36,959.00	-100.0%
TOTAL ASSETS	5,197,458.63	3,728,605.56	1,468,853.07	39.4%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	542,703.66	372,285.08	170,418.58	45.8%
Other Current Liabilities				
205000 · Deferred Assessment Revenues	2,972,440.96	169,908.53	2,802,538.43	1,649.4%
205100 · Prepaid Income	856,628.50	0.00	856,628.50	100.0%
206000 · Accrued liability	157,931.07	-21,136.67	159,097.74	752.7%
207000 · Bal due to MRA from FTA Reimbur	11,422.70	11,422.70	0.00	0.0%
Total Other Current Liabilities	3,978,459.23	160,194.56	3,818,264.67	2,383.5%
Total Current Liabilities	4,521,162.89	532,479.64	3,988,683.25	749.1%
Total Liabilities	4,521,162.89	532,479.64	3,988,683.25	749.1%
Equity				
390000 · Fund Balance Roll-Forward	2,016,536.94	2,003,496.91	13,040.03	0.7%
Net Income	-1,340,241.20	1,192,629.01	-2,532,870.21	-212.4%
Total Equity	676,295.74	3,196,125.92	-2,519,830.18	-78.8%
TOTAL LIABILITIES & EQUITY	5,197,458.63	3,728,605.56	1,468,853.07	39.4%

No assurance is provided on these financial statements

Midtown Management District
Profit & Loss
January through October 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	TOTAL
Ordinary Income/Expense											
Income											
400000 · Revenue - Assessments	1,627,562.87	729,384.35	58,388.16	24,786.28	-7,934.43	17,651.34	-22,468.85	-34,938.07	-7,329.33	113,659.93	2,498,762.25
400102 · Grant Revenue	0.00	0.00	0.00	290,000.00	0.00	0.00	0.00	0.00	0.00	0.00	290,000.00
403000 · Other Income	799.77	0.00	0.00	0.00	0.00	750.00	0.00	187,048.00	0.00	0.00	188,597.77
404000 · Int Income	9,638.69	13,317.75	15,659.67	14,705.33	14,967.06	11,937.94	9,422.19	7,710.64	6,110.52	4,696.85	108,166.64
Total Income	<u>1,638,001.33</u>	<u>742,702.10</u>	<u>74,047.83</u>	<u>329,491.61</u>	<u>7,032.63</u>	<u>30,339.28</u>	<u>-13,046.66</u>	<u>159,820.57</u>	<u>-1,218.81</u>	<u>118,356.78</u>	<u>3,085,526.66</u>
Gross Profit	1,638,001.33	742,702.10	74,047.83	329,491.61	7,032.63	30,339.28	-13,046.66	159,820.57	-1,218.81	118,356.78	3,085,526.66
Expense											
500000 · Security and Public Safety	42,167.42	81,655.33	173,217.40	103,686.54	145,877.00	152,796.86	113,606.14	112,898.71	161,104.24	55,858.33	1,142,867.97
600000 · Marketing	10,093.34	3,943.34	7,502.63	13,773.93	32,971.55	26,589.75	19,608.89	9,815.41	20,338.06	9,786.58	154,423.48
61000 · Economic Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,333.33	0.00	4,333.33
700000 · Urban Planning	0.00	0.00	0.00	0.00	8,585.91	8,585.92	0.00	0.00	8,346.13	0.00	25,517.96
710000 · Cultural Arts & Entertainment	1,280.00	9,180.00	12,060.74	7,931.84	30,650.63	26,056.22	11,150.00	290.65	85,176.07	27,793.29	211,569.44
720000 · Service & Maintenance	34,527.71	76,065.50	98,993.22	32,967.50	101,746.93	242,129.64	51,231.24	58,801.90	96,938.64	45,334.65	838,736.93
730000 · Parking Benefits District	0.00	0.00	0.00	0.00	1,434.36	0.00	1,500.00	149,496.78	0.00	0.00	152,431.14
800000 · District Administration	17,995.32	34,540.92	40,528.82	24,138.72	144,719.47	120,069.59	112,999.83	27,467.30	107,179.66	4,893.99	634,533.62
808500 · Bloomberg Grant Expenses	40,841.31	10,700.00	103,883.50	20,137.30	130,006.14	90,590.46	55,505.74	104,702.65	94,309.63	30,989.24	681,665.97
991000 · Special Projects - Board Appr...	0.00	0.00	0.00	44,269.13	198,169.03	95,813.81	33,760.89	175,060.99	32,614.17	0.00	579,688.02
Total Expense	<u>146,905.10</u>	<u>216,085.09</u>	<u>406,186.50</u>	<u>246,904.96</u>	<u>794,161.02</u>	<u>762,632.25</u>	<u>399,362.73</u>	<u>638,534.39</u>	<u>610,339.93</u>	<u>174,656.08</u>	<u>4,425,767.86</u>
Net Ordinary Income	<u>1,491,096.23</u>	<u>526,617.01</u>	<u>-362,138.48</u>	<u>82,586.65</u>	<u>-787,128.39</u>	<u>-732,292.97</u>	<u>-412,409.39</u>	<u>-478,713.82</u>	<u>-611,558.74</u>	<u>-56,299.30</u>	<u>-1340241.20</u>
Net Income	<u>1,491,096.23</u>	<u>526,617.01</u>	<u>-362,138.48</u>	<u>82,586.65</u>	<u>-787,128.39</u>	<u>-732,292.97</u>	<u>-412,409.39</u>	<u>-478,713.82</u>	<u>-611,558.74</u>	<u>-56,299.30</u>	<u>-1340241.20</u>

Midtown Management District Sources of Funds

January through October 2025

Accrual Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400000 · Revenue - Assessments	2,498,762.25	3,276,860.00	-778,097.75	76.3%
400102 · Grant Revenue	290,000.00	300,000.00	-10,000.00	96.7%
403000 · Other Income				
403100 · Booth and Events Fees	799.77	5,000.00	-4,200.23	16.0%
403105 · Application Fees	0.00	1,000.00	-1,000.00	0.0%
403120 · Parking Benefit District	187,048.00	179,769.00	7,279.00	104.0%
403000 · Other Income - Other	750.00			
Total 403000 · Other Income	188,597.77	185,769.00	2,828.77	101.5%
404000 · Int Income	108,166.64	175,000.00	-66,833.36	61.8%
Total Income	3,085,526.66	3,937,629.00	-852,102.34	78.4%
Gross Profit	3,085,526.66	3,937,629.00	-852,102.34	78.4%
Net Ordinary Income	3,085,526.66	3,937,629.00	-852,102.34	78.4%
Net Income	3,085,526.66	3,937,629.00	-852,102.34	78.4%

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Midtown Management District Security & Public Safety Use of Funds

Accrual Basis

January through October 2025

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
500000 · Security and Public Safety				
501000 · Street Lighting - Electricity	0.00	80,000.00	-80,000.00	0.0%
502000 · Enhancement Public Safety				
502011 · Harris County Precinct 7	372,411.00	505,080.00	-132,669.00	73.7%
502012 · S.E.A.L. Security Program	449,876.79	703,000.00	-253,123.21	64.0%
502014 · SEARCH {Homeless Services}	56,800.26	76,401.00	-19,600.74	74.3%
502015 · HPD Homeless Outreach Team	0.00	21,000.00	-21,000.00	0.0%
502016 · Directed Enforcement	70,000.00	69,810.00	190.00	100.3%
Total 502000 · Enhancement Public Safety	949,088.05	1,375,291.00	-426,202.95	69.0%
502100 · Direct Clean Ups - SMC	24,300.00	35,000.00	-10,700.00	69.4%
504000 · Security Coordinator	2,289.01	3,000.00	-710.99	76.3%
507000 · Street Outage Survey	2,337.50	3,500.00	-1,162.50	66.8%
508000 · Public Safety Light Program	2,141.60	20,000.00	-17,858.40	10.7%
509000 · National Night Out	10,086.60	20,000.00	-9,913.40	50.4%
509001 · Coffee with a Cop	2,008.20	2,000.00	8.20	100.4%
509500 · Public Safety Parks Program	0.00	10,000.00	-10,000.00	0.0%
509555 · Public Safety Communications	6,908.71	5,500.00	1,408.71	125.6%
509560 · Professional Development	1,190.47	7,000.00	-5,809.53	17.0%
509700 · Staffing	142,517.83	153,059.00	-10,541.17	93.1%
Total 500000 · Security and Public Safety	1,142,867.97	1,714,350.00	-571,482.03	66.7%
Total Expense	1,142,867.97	1,714,350.00	-571,482.03	66.7%
Net Ordinary Income	-1,142,867.97	-1,714,350.00	571,482.03	66.7%
Net Income	-1,142,867.97	-1,714,350.00	571,482.03	66.7%

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Midtown Management District
Marketing Use of Funds
 January through October 2025

Accrual Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
600000 · Marketing				
601000 · Media, Advertising & Promotion				
601007 · Media, Advertising, & Promotion	52,829.79	33,000.00	19,829.79	160.1%
Total 601000 · Media, Advertising & Promotion	52,829.79	33,000.00	19,829.79	160.1%
602000 · Web-site Update & Maint.	49,116.85	27,000.00	22,116.85	181.9%
603004 · Resident/Stake Holder Foc Cmmu	2,066.83	15,000.00	-12,933.17	13.8%
603005 · Midtown Newspaper	14,524.28	15,000.00	-475.72	96.8%
607000 · Midtown eNews	0.00	2,050.00	-2,050.00	0.0%
609003 · Cultural Arts Guide	7,720.00	9,200.00	-1,480.00	83.9%
609520 · Marketing - Communications	679.36	15,000.00	-14,320.64	4.5%
609700 · Staffing	27,486.37	21,806.00	5,680.37	126.0%
Total 600000 · Marketing	154,423.48	138,056.00	16,367.48	111.9%
Total Expense	154,423.48	138,056.00	16,367.48	111.9%
Net Ordinary Income	-154,423.48	-138,056.00	-16,367.48	111.9%
Net Income	-154,423.48	-138,056.00	-16,367.48	111.9%

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Midtown Management District Economic Development Use of Funds

Accrual Basis

January through October 2025

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
61000 · Economic Development				
61010 · Media Advertising & Promo Items	0.00	10,000.00	-10,000.00	0.0%
61020 · Business Grants	0.00	30,000.00	-30,000.00	0.0%
61030 · Community Engagement Prog Busin	4,333.33	15,000.00	-10,666.67	28.9%
61040 · State of Midtown	0.00	20,000.00	-20,000.00	0.0%
61050 · Economic Development Guide	0.00	9,200.00	-9,200.00	0.0%
61060 · Professional Development	0.00	3,000.00	-3,000.00	0.0%
61070 · Eco Dev - Communications	0.00	10,000.00	-10,000.00	0.0%
61080 · Staffing	0.00	15,000.00	-15,000.00	0.0%
Total 61000 · Economic Development	4,333.33	112,200.00	-107,866.67	3.9%
Total Expense	4,333.33	112,200.00	-107,866.67	3.9%
Net Ordinary Income	-4,333.33	-112,200.00	107,866.67	3.9%
Net Income	-4,333.33	-112,200.00	107,866.67	3.9%

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**Midtown Management District
Urban Planning Use of Funds
January through October 2025**

Accrual Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
700000 · Urban Planning				
702010 · Special Projects				
702025 · Bike Rides	0.00	1,000.00	-1,000.00	0.0%
702030 · Street Safety & Public Realm En	0.00	95,000.00	-95,000.00	0.0%
Total 702010 · Special Projects	0.00	96,000.00	-96,000.00	0.0%
702500 · Planning Studies	0.00	30,000.00	-30,000.00	0.0%
706700 · Staffing	25,517.96	32,965.00	-7,447.04	77.4%
Total 700000 · Urban Planning	25,517.96	158,965.00	-133,447.04	16.1%
Total Expense	25,517.96	158,965.00	-133,447.04	16.1%
Net Ordinary Income	-25,517.96	-158,965.00	133,447.04	16.1%
Net Income	-25,517.96	-158,965.00	133,447.04	16.1%

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Midtown Management District
Cultural Arts & Ent. Use of Funds
 January through October 2025

Accrual Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
710000 · Cultural Arts & Entertainment				
710102 · Art Project Sponsorships	0.00	15,000.00	-15,000.00	0.0%
710103 · Midtown Mural Project	11,900.00	24,000.00	-12,100.00	49.6%
710107 · Mistletoe Market	130.74	0.00	130.74	100.0%
710108 · Special Events in Bagby Park	51,171.92	50,000.00	1,171.92	102.3%
710110 · Parks Programming	30,000.00	30,000.00	0.00	100.0%
710113 · Cultural Arts - Communications	6,498.29	16,000.00	-9,501.71	40.6%
710114 · MidtownHOU Arts Micro Grants	16,550.00	35,000.00	-18,450.00	47.3%
710116 · Professional Development	1,327.59	5,000.00	-3,672.41	26.6%
710117 · Membership	2,500.00	5,500.00	-3,000.00	45.5%
710118 · Grant Consultants	850.00	8,000.00	-7,150.00	10.6%
710700 · Staffing	80,140.90	110,000.00	-29,859.10	72.9%
710000 · Cultural Arts & Entertainment - Other	7,950.00	20,000.00	-12,050.00	39.8%
Total 710000 · Cultural Arts & Entertainment	209,019.44	318,500.00	-109,480.56	65.6%
Total Expense	209,019.44	318,500.00	-109,480.56	65.6%
Net Ordinary Income	-209,019.44	-318,500.00	109,480.56	65.6%
Net Income	-209,019.44	-318,500.00	109,480.56	65.6%

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**Midtown Management District
Service & Maintenance Use of Funds**

Accrual Basis

January through October 2025

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
720000 · Service & Maintenance				
722005 · Baldwin/Glover Park Maintenance				
722051 · Water	3,620.64	8,000.00	-4,379.36	45.3%
722052 · Electric	3,279.94	4,700.00	-1,420.06	69.8%
722053 · Path Gravel	0.00	18,819.00	-18,819.00	0.0%
722054 · Irrigation repair	3,535.00	6,266.00	-2,731.00	56.4%
722055 · Landscape Repairs	645.00	31,365.00	-30,720.00	2.1%
722057 · Park Lighting	12,549.96	62,350.00	-49,800.04	20.1%
722058 · Dog Park Maintenance	683.90	5,228.00	-4,544.10	13.1%
722059 · Fountains	8,850.20	5,000.00	3,850.20	177.0%
722060 · Baldwin/Glover Maintenance	40,309.25	45,520.00	-5,210.75	88.6%
Total 722005 · Baldwin/Glover Park Maintenance	73,473.89	187,248.00	-113,774.11	39.2%
725000 · Midtown Field Service Prog				
725001 · Field Service TEAM				
Field Service TEAM	310,000.00	383,160.00	-73,160.00	80.9%
Total 725001 · Field Service TEAM	310,000.00	383,160.00	-73,160.00	80.9%
725002 · Graffiti	8,959.56	22,300.00	-13,340.44	40.2%
725003 · Supplies	0.00	627.00	-627.00	0.0%
725004 · Storage	6,335.00	7,300.00	-965.00	86.8%
725005 · Seasonal Planting PROW	0.00	20,910.00	-20,910.00	0.0%
725007 · Tree Maintenance	150.00	67,958.00	-67,808.00	0.2%
725008 · Landscaping/Tree Planting	0.00	20,910.00	-20,910.00	0.0%
725009 · Pet Bags	0.00	5,228.00	-5,228.00	0.0%
725015 · Maintenance Expenses	2,011.13	4,182.00	-2,170.87	48.1%
Total 725000 · Midtown Field Service Prog	327,455.69	532,575.00	-205,119.31	61.5%
726000 · Service Maintenance - Other				
726002 · Art in the Park/Partnership	0.00	6,273.00	-6,273.00	0.0%
726003 · Dark Blocks Programs	0.00	6,273.00	-6,273.00	0.0%
726004 · Street Safety & Bikeway Maint	0.00	20,910.00	-20,910.00	0.0%
726005 · Pocket Prairies Project	0.00	20,910.00	-20,910.00	0.0%
726010 · SeeClickFix	0.00	11,100.00	-11,100.00	0.0%
726100 · Legacy Maintenance	142,289.15	400,000.00	-257,710.85	35.6%
726200 · District New Improvement Prgs	97,270.22	200,000.00	-102,729.78	48.6%
726300 · Legacy & New Improv Contingency	18,646.56	75,000.00	-56,353.44	24.9%
728000 · Staffing	179,601.42	161,665.00	17,936.42	111.1%
Total 726000 · Service Maintenance - Other	437,807.35	902,131.00	-464,323.65	48.5%
Total 720000 · Service & Maintenance	838,736.93	1,621,954.00	-783,217.07	51.7%
Total Expense	838,736.93	1,621,954.00	-783,217.07	51.7%
Net Ordinary Income	-838,736.93	-1,621,954.00	783,217.07	51.7%
Net Income	-838,736.93	-1,621,954.00	783,217.07	51.7%

**Midtown Management District
Parking Benefits Use of Funds
January through October 2025**

Accrual Basis

	<u>Jan - Oct 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Expense				
730000 · Parking Benefits District				
730001 · Parking Benefits District	152,431.14	179,679.00	-27,247.86	84.8%
Total 730000 · Parking Benefits District	<u>152,431.14</u>	<u>179,679.00</u>	<u>-27,247.86</u>	<u>84.8%</u>
Total Expense	<u>152,431.14</u>	<u>179,679.00</u>	<u>-27,247.86</u>	<u>84.8%</u>
Net Ordinary Income	<u>-152,431.14</u>	<u>-179,679.00</u>	<u>27,247.86</u>	<u>84.8%</u>
Net Income	<u>-152,431.14</u>	<u>-179,679.00</u>	<u>27,247.86</u>	<u>84.8%</u>

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Midtown Management District District Administration Use of Funds

January through October 2025

Accrual Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
800000 · District Administration				
802000 · Legal Counsel	58,460.50	140,000.00	-81,539.50	41.8%
802040 · Public Hearing Service Plan	142,319.13	10,000.00	132,319.13	1,423.2%
802042 · Public Information Request	412.50	5,000.00	-4,587.50	8.3%
803000 · Accounting & Auditing Expense	17,300.00	18,253.00	-953.00	94.8%
804000 · Insurance Expense				
804003 · Director's & Officers Insurance	3,595.00	4,150.00	-555.00	86.6%
804004 · General Liability	10,181.00	9,000.00	1,181.00	113.1%
804005 · Insurance - other	4,486.00	5,735.00	-1,249.00	78.2%
Total 804000 · Insurance Expense	18,262.00	18,885.00	-623.00	96.7%
805000 · Assessment Collection Costs				
805120 · Collection Costs	60,483.17	60,000.00	483.17	100.8%
Total 805000 · Assessment Collection Costs	60,483.17	60,000.00	483.17	100.8%
806000 · General Operating/Admin. Exp.				
806004 · Bank Service Charge	3,118.25	5,000.00	-1,881.75	62.4%
806005 · Gen. Operating/Admin. Expenses	10,487.60	10,000.00	487.60	104.9%
806006 · District Cell Phone & Tablets	646.69	4,320.00	-3,673.31	15.0%
Total 806000 · General Operating/Admin. Exp.	14,252.54	19,320.00	-5,067.46	73.8%
807000 · Board Meeting & Misc. Exp.				
807001 · Board/Committee Mtgs/Misc Exp	22,025.88	19,000.00	3,025.88	115.9%
Total 807000 · Board Meeting & Misc. Exp.	22,025.88	19,000.00	3,025.88	115.9%
809000 · Administration Expense	311,017.90	355,000.00	-53,982.10	84.8%
Total 800000 · District Administration	634,533.62	645,458.00	-10,924.38	98.3%
Total Expense	634,533.62	645,458.00	-10,924.38	98.3%
Net Ordinary Income	-634,533.62	-645,458.00	10,924.38	98.3%
Net Income	-634,533.62	-645,458.00	10,924.38	98.3%

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Midtown Management District
Bloomberg Use of Funds
 January through October 2025

Accrual Basis

	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
808500 - Bloomberg Grant Expenses	681,665.97	600,000.00	81,665.97	113.6%
Total Expense	681,665.97	600,000.00	81,665.97	113.6%
Net Ordinary Income	-681,665.97	-600,000.00	-81,665.97	113.6%
Net Income	-681,665.97	-600,000.00	-81,665.97	113.6%

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Midtown Management District
Special Projects Use of Funds
January 2024 through October 2025

Accrual Basis

	Jan '24 - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
991000 · Special Projects - Board Apprvd				
991100 · Security & Public Safety				
991110 · Spec. Proj - Direct Enforcement	170,000.00	227,000.00	-57,000.00	74.9%
991120 · Spec. Proj - HPD Hot Supplement	30,000.00	30,000.00	0.00	100.0%
991130 · Spec. Proj - Fleet Vehicles HPD	50,000.00	50,000.00	0.00	100.0%
991140 · Spec. Proj - License Plate Read	158,750.00	160,000.00	-1,250.00	99.2%
Total 991100 · Security & Public Safety	408,750.00	467,000.00	-58,250.00	87.5%
991200 · Marketing and Economic Dev				
991210 · Spec. Proj - New Website	112,214.42	75,000.00	37,214.42	149.6%
Total 991200 · Marketing and Economic Dev	112,214.42	75,000.00	37,214.42	149.6%
991300 · Urban Planning				
991310 · Spec. Proj - Sidewalks & Curbs	1,056.00	165,000.00	-163,944.00	0.6%
Total 991300 · Urban Planning	1,056.00	165,000.00	-163,944.00	0.6%
991400 · Cultural Arts & Ent				
991410 · Spec. Proj - New 5 Yr MastPlan	0.00	60,000.00	-60,000.00	0.0%
991420 · Spec. Proj - Temp Public Art	0.00	200,000.00	-200,000.00	0.0%
Total 991400 · Cultural Arts & Ent	0.00	260,000.00	-260,000.00	0.0%
991500 · Service & Maintenance				
991510 · Spec. Proj - Legacy Repair Heav	385,744.02	750,000.00	-364,255.98	51.4%
Total 991500 · Service & Maintenance	385,744.02	750,000.00	-364,255.98	51.4%
Total 991000 · Special Projects - Board Apprvd	907,764.44	1,717,000.00	-809,235.56	52.9%
Total Expense	907,764.44	1,717,000.00	-809,235.56	52.9%
Net Ordinary Income	-907,764.44	-1,717,000.00	809,235.56	52.9%
Net Income	-907,764.44	-1,717,000.00	809,235.56	52.9%

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Midtown Management District
Balance Sheet Prev Year Comparison
As of November 30, 2025

	Nov 30, 25	Nov 30, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10000 · Operating Funds	1,356,358.92	2,749,686.88	-1,393,327.96	-50.7%
10002 · Restricted Funds	11,422.70	11,422.70	0.00	0.0%
Total Checking/Savings	1,367,781.62	2,761,109.58	-1,393,327.96	-50.5%
Accounts Receivable				
120000 · Assessments Receivable	3,169,263.43	140,635.48	3,028,627.95	2,153.5%
123001 · AR Current	98,583.82	48,446.82	50,137.00	103.5%
Total Accounts Receivable	3,267,847.25	189,082.30	3,078,764.95	1,628.3%
Other Current Assets				
130500 · Prepaid Expense	51,360.46	0.00	51,360.46	100.0%
Total Other Current Assets	51,360.46	0.00	51,360.46	100.0%
Total Current Assets	4,686,989.33	2,950,191.88	1,736,797.45	58.9%
Other Assets				
130501 · Other Misc Assets	0.00	35,887.60	-35,887.60	-100.0%
Total Other Assets	0.00	35,887.60	-35,887.60	-100.0%
TOTAL ASSETS	<u>4,686,989.33</u>	<u>2,986,079.48</u>	<u>1,700,909.85</u>	<u>57.0%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	396,445.04	399,608.15	-6,163.11	-1.5%
Other Current Liabilities				
205000 · Deferred Assessment Revenues	2,072,446.96	169,908.53	2,802,538.43	1,649.4%
205100 · Prepaid Income	856,628.50	0.00	856,628.50	100.0%
206000 · Accrued liability	175,485.06	-21,136.67	196,621.73	930.2%
207000 · Bal due to MRA from FTA Reimbur	11,422.70	11,422.70	0.00	0.0%
Total Other Current Liabilities	4,015,983.22	160,194.56	3,855,788.66	2,406.9%
Total Current Liabilities	4,409,428.26	559,802.71	3,849,625.55	687.7%
Total Liabilities	4,409,428.26	559,802.71	3,849,625.55	687.7%
Equity				
390000 · Fund Balance Roll-Forward	2,016,536.94	2,003,496.91	13,040.03	0.7%
Net Income	-1,738,975.87	422,779.86	-2,161,755.73	-511.3%
Total Equity	277,561.07	2,426,276.77	-2,148,715.70	-88.6%
TOTAL LIABILITIES & EQUITY	<u>4,686,989.33</u>	<u>2,986,079.48</u>	<u>1,700,909.85</u>	<u>57.0%</u>

Midtown Management District
Profit & Loss
January through November 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25
Ordinary Income/Expense						
Income						
400000 · Revenue - Assessments	1,627,562.87	729,384.35	58,388.16	24,786.28	-7,934.43	17,651.34
400102 · Grant Revenue	0.00	0.00	0.00	290,000.00	0.00	0.00
402000 · Metro Rail Income	0.00	0.00	0.00	0.00	0.00	0.00
403000 · Other Income	799.77	0.00	0.00	0.00	0.00	750.00
404000 · Int Income	9,638.69	13,317.75	15,659.67	14,705.33	14,967.06	11,937.94
Total Income	<u>1,638,001.33</u>	<u>742,702.10</u>	<u>74,047.83</u>	<u>329,491.61</u>	<u>7,032.63</u>	<u>30,339.28</u>
Gross Profit	1,638,001.33	742,702.10	74,047.83	329,491.61	7,032.63	30,339.28
Expense						
500000 · Security and Public Safety	42,167.42	81,655.33	173,217.40	103,686.54	145,877.00	155,196.86
600000 · Marketing	10,093.34	3,943.34	7,502.63	13,773.93	32,971.55	26,589.75
61000 · Economic Development	0.00	0.00	0.00	0.00	0.00	0.00
700000 · Urban Planning	0.00	0.00	0.00	0.00	8,585.91	8,585.92
710000 · Cultural Arts & Entertainment	1,280.00	9,180.00	14,560.74	7,931.84	30,650.63	26,056.22
720000 · Service & Maintenance	34,527.71	76,065.50	99,193.22	32,967.50	102,493.57	242,129.64
730000 · Parking Benefits District	0.00	0.00	0.00	0.00	1,434.36	0.00
800000 · District Administration	17,995.32	34,540.92	40,528.82	24,138.72	144,719.47	120,069.59
808500 · Bloomberg Grant Expenses	40,841.31	10,700.00	101,383.50	20,137.30	130,006.14	90,590.46
991000 · Special Projects - Board Apprvd	0.00	0.00	0.00	44,269.13	198,169.03	95,813.81
Total Expense	<u>146,905.10</u>	<u>210,085.09</u>	<u>436,386.31</u>	<u>246,904.96</u>	<u>794,907.66</u>	<u>765,032.25</u>
Net Ordinary Income	<u>1,491,096.23</u>	<u>522,617.01</u>	<u>-362,338.48</u>	<u>82,586.65</u>	<u>-787,875.03</u>	<u>-734,692.97</u>
Net Income	<u><u>1,491,096.23</u></u>	<u><u>522,617.01</u></u>	<u><u>-362,338.48</u></u>	<u><u>82,586.65</u></u>	<u><u>-787,875.03</u></u>	<u><u>-734,692.97</u></u>

Midtown Management District
Profit & Loss
January through November 2025

	<u>Jul 25</u>	<u>Aug 25</u>	<u>Sep 25</u>	<u>Oct 25</u>	<u>Nov 25</u>	<u>TOTAL</u>
Ordinary Income/Expense						
Income						
400000 · Revenue - Assessments	-22,468.85	-34,938.07	-7,329.33	113,659.93	114,874.69	2,613,636.94
400102 · Grant Revenue	0.00	0.00	0.00	0.00	0.00	290,000.00
402000 · Metro Rail Income	0.00	0.00	0.00	0.00	46,000.00	46,000.00
403000 · Other Income	0.00	187,048.00	0.00	0.00	0.00	188,597.77
404000 · Int Income	9,422.19	7,710.64	6,110.52	4,696.85	3,693.80	111,860.44
Total Income	<u>-13,046.66</u>	<u>159,820.57</u>	<u>-1,218.81</u>	<u>118,356.78</u>	<u>164,568.49</u>	<u>3,250,095.15</u>
Gross Profit	-13,046.66	159,820.57	-1,218.81	118,356.78	164,568.49	3,250,095.15
Expense						
500000 · Security and Public Safety	113,606.14	112,898.71	161,104.24	123,052.72	114,135.24	1,326,597.60
600000 · Marketing	19,608.89	9,815.41	21,338.06	9,786.58	9,786.14	165,209.62
61000 · Economic Development	0.00	0.00	4,333.33	0.00	0.00	4,333.33
700000 · Urban Planning	0.00	0.00	8,346.13	0.00	0.00	25,517.96
710000 · Cultural Arts & Entertainment	11,150.00	290.65	86,176.07	33,093.29	5,750.00	226,119.44
720000 · Service & Maintenance	51,231.24	58,801.90	106,767.71	110,351.07	55,076.81	969,605.87
730000 · Parking Benefits District	1,500.00	149,496.78	1,650.00	0.00	0.00	154,081.14
800000 · District Administration	112,999.83	27,467.30	164,289.98	21,434.08	35,107.07	743,291.10
808500 · Bloomberg Grant Expenses	55,505.74	104,702.65	95,409.63	30,989.24	57,360.97	737,626.94
991000 · Special Projects - Board Apprvd	33,760.89	75,060.99	32,614.17	0.00	57,000.00	636,688.02
Total Expense	<u>399,362.73</u>	<u>638,534.39</u>	<u>682,029.32</u>	<u>328,706.98</u>	<u>334,216.23</u>	<u>4,989,071.02</u>
Net Ordinary Income	<u>-412,409.39</u>	<u>-478,713.82</u>	<u>-683,248.13</u>	<u>-210,350.20</u>	<u>-169,647.74</u>	<u>-1,738,975.87</u>
Net Income	<u><u>-412,409.39</u></u>	<u><u>-478,713.82</u></u>	<u><u>-683,248.13</u></u>	<u><u>-210,350.20</u></u>	<u><u>-169,647.74</u></u>	<u><u>-1,738,975.87</u></u>

Midtown Management District Sources of Funds

January through November 2025

Accrual Basis

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400000 · Revenue - Assessments				
402500 · Refunds/Assessment Adjustments	-172,357.43	0.00	-172,357.43	100.0%
400000 · Revenue - Assessments - Other	2,785,994.37	3,276,860.00	-490,865.63	85.0%
Total 400000 · Revenue - Assessments	2,613,636.94	3,276,860.00	-663,223.06	79.8%
400102 · Grant Revenue	290,000.00	300,000.00	-10,000.00	96.7%
402000 · Metro Rail Income	46,000.00	0.00	46,000.00	100.0%
403000 · Other Income				
403100 · Booth and Events Fees	799.77	5,000.00	-4,200.23	16.0%
403105 · Application Fees	0.00	1,000.00	-1,000.00	0.0%
403120 · Parking Benefit District	187,048.00	179,769.00	7,279.00	104.0%
403000 · Other Income - Other	750.00			
Total 403000 · Other Income	188,597.77	185,769.00	2,828.77	101.5%
404000 · Int Income	111,860.44	175,000.00	-63,139.56	63.9%
Total Income	3,250,095.15	3,937,629.00	-687,533.85	82.5%
Gross Profit	3,250,095.15	3,937,629.00	-687,533.85	82.5%
Net Ordinary Income	3,250,095.15	3,937,629.00	-687,533.85	82.5%
Net Income	<u>3,250,095.15</u>	<u>3,937,629.00</u>	<u>-687,533.85</u>	<u>82.5%</u>

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Midtown Management District Security & Public Safety Use of Funds

Accrual Basis

January through November 2025

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
500000 · Security and Public Safety				
501000 · Street Lighting - Electricity	0.00	80,000.00	-80,000.00	0.0%
502000 · Enhancement Public Safety				
502011 · Harris County Precinct 7	413,890.00	505,080.00	-91,190.00	81.9%
502012 · S.E.A.L. Security Program	510,980.49	703,000.00	-192,019.51	72.7%
502014 · SEARCH {Homeless Services}	70,611.09	76,401.00	-5,789.91	92.4%
502015 · HPD Homeless Outreach Team	0.00	21,000.00	-21,000.00	0.0%
502016 · Directed Enforcement	70,000.00	69,810.00	190.00	100.3%
Total 502000 · Enhancement Public Safety	1,065,481.58	1,375,291.00	-309,809.42	77.5%
502100 · Direct Clean Ups - SMC	26,700.00	35,000.00	-8,300.00	76.3%
504000 · Security Coordinator	2,596.90	3,000.00	-403.10	86.6%
507000 · Street Outage Survey	2,337.50	3,500.00	-1,162.50	66.8%
508000 · Public Safety Light Program	2,141.60	20,000.00	-17,858.40	10.7%
509000 · National Night Out	10,108.59	20,000.00	-9,891.41	50.5%
509001 · Coffee with a Cop	2,954.42	2,000.00	954.42	147.7%
509500 · Public Safety Parks Program	0.00	10,000.00	-10,000.00	0.0%
509555 · Public Safety Communications	6,908.71	5,500.00	1,408.71	125.6%
509560 · Professional Development	1,190.47	7,000.00	-5,809.53	17.0%
509600 · Strategy and Implementation	660.00			
509700 · Staffing	142,517.83	153,059.00	-10,541.17	93.1%
Total 500000 · Security and Public Safety	1,263,597.60	1,714,350.00	-450,752.40	73.7%
Total Expense	1,263,597.60	1,714,350.00	-450,752.40	73.7%
Net Ordinary Income	-1,263,597.60	-1,714,350.00	450,752.40	73.7%
Net Income	-1,263,597.60	-1,714,350.00	450,752.40	73.7%

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**Midtown Management District
Service & Maintenance Use of Funds
January through November 2025**

Accrual Basis

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
720000 · Service & Maintenance				
722005 · Baldwin/Glover Park Maintenance				
722051 · Water	3,840.57	8,000.00	-4,159.43	48.0%
722052 · Electric	3,509.78	4,700.00	-1,190.22	74.7%
722053 · Path Gravel	0.00	18,819.00	-18,819.00	0.0%
722054 · Irrigation repair	3,535.00	6,266.00	-2,731.00	56.4%
722055 · Landscape Repairs	8,217.00	31,365.00	-23,148.00	26.2%
722057 · Park Lighting	12,549.96	62,350.00	-49,800.04	20.1%
722058 · Dog Park Maintenance	683.90	5,228.00	-4,544.10	13.1%
722059 · Fountains	8,850.20	5,000.00	3,850.20	177.0%
722060 · Baldwin/Glover Maintenance	42,977.25	45,520.00	-2,542.75	94.4%
Total 722005 · Baldwin/Glover Park Maintenance	84,163.66	187,248.00	-103,084.34	44.9%
725000 · Midtown Field Service Prog				
725001 · Field Service TEAM				
Field Service TEAM	310,000.00	383,160.00	-73,160.00	80.9%
Total 725001 · Field Service TEAM	310,000.00	383,160.00	-73,160.00	80.9%
725002 · Graffiti	11,199.48	22,300.00	-11,100.52	50.2%
725003 · Supplies	19.73	627.00	-607.27	3.1%
725004 · Storage	6,983.00	7,300.00	-317.00	95.7%
725005 · Seasonal Planting PROW	0.00	20,910.00	-20,910.00	0.0%
725007 · Tree Maintenance	150.00	67,958.00	-67,808.00	0.2%
725008 · Landscaping/Tree Planting	0.00	20,910.00	-20,910.00	0.0%
725009 · Pet Bags	0.00	5,228.00	-5,228.00	0.0%
725015 · Maintenance Expenses	3,082.10	4,182.00	-1,099.90	73.7%
Total 725000 · Midtown Field Service Prog	311,434.31	532,575.00	-201,140.69	62.2%
726000 · Service Maintenance - Other				
726002 · Art in the Park/Partnership	0.00	6,273.00	-6,273.00	0.0%
726003 · Dark Blocks Programs	0.00	6,273.00	-6,273.00	0.0%
726004 · Street Safety & Bikeway Maint	0.00	20,910.00	-20,910.00	0.0%
726005 · Pocket Prairies Project	0.00	20,910.00	-20,910.00	0.0%
726010 · SeeClickFix	11,102.44	11,100.00	2.44	100.0%
726100 · Legacy Maintenance	152,595.84	400,000.00	-247,404.16	38.1%
726200 · District New Improvement Prgs	97,270.22	200,000.00	-102,729.78	48.6%
726300 · Legacy & New Improv Contingency	18,646.56	75,000.00	-56,353.44	24.9%
728000 · Staffing	243,392.84	161,665.00	81,727.84	150.6%
Total 726000 · Service Maintenance - Other	523,007.90	902,131.00	-379,123.10	58.0%
Total 720000 · Service & Maintenance	938,605.87	1,621,954.00	-683,348.13	57.9%
Total Expense	938,605.87	1,621,954.00	-683,348.13	57.9%
Net Ordinary Income	-938,605.87	-1,621,954.00	683,348.13	57.9%
Net Income	-938,605.87	-1,621,954.00	683,348.13	57.9%

**Midtown Management District
Economic Development Use of Funds
January through November 2025**

Accrual Basis

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
61000 · Economic Development				
61010 · Media Advertising & Promo Items	0.00	10,000.00	-10,000.00	0.0%
61020 · Business Grants	0.00	30,000.00	-30,000.00	0.0%
61030 · Community Engagement Prog Busin	4,333.33	15,000.00	-10,666.67	28.9%
61040 · State of Midtown	0.00	20,000.00	-20,000.00	0.0%
61050 · Economic Development Guide	0.00	9,200.00	-9,200.00	0.0%
61060 · Professional Development	0.00	3,000.00	-3,000.00	0.0%
61070 · Eco Dev - Communications	0.00	10,000.00	-10,000.00	0.0%
61080 · Staffing	0.00	15,000.00	-15,000.00	0.0%
Total 61000 · Economic Development	4,333.33	112,200.00	-107,866.67	3.9%
Total Expense	4,333.33	112,200.00	-107,866.67	3.9%
Net Ordinary Income	-4,333.33	-112,200.00	107,866.67	3.9%
Net Income	-4,333.33	-112,200.00	107,866.67	3.9%

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**Midtown Management District
Marketing Use of Funds**

January through November 2025

Accrual Basis

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
600000 · Marketing				
601000 · Media, Advertising & Promotion				
601007 · Media, Advertising, & Promotion	52,829.79	33,000.00	19,829.79	160.1%
Total 601000 · Media, Advertising & Promotion	52,829.79	33,000.00	19,829.79	160.1%
602000 · Web-site Update & Maint.	57,763.50	27,000.00	30,763.50	213.9%
603004 · Resident/ Stake Holder Foc Cmmu	2,157.44	15,000.00	-12,842.56	14.4%
603005 · Midtown Newspaper	16,524.28	15,000.00	1,524.28	110.2%
607000 · Midtown eNews	0.00	2,050.00	-2,050.00	0.0%
609003 · Cultural Arts Guide	7,720.00	9,200.00	-1,480.00	83.9%
609520 · Marketing - Communications	728.24	15,000.00	-14,271.76	4.9%
609700 · Staffing	27,486.37	21,806.00	5,680.37	126.0%
Total 600000 · Marketing	165,209.62	138,056.00	27,153.62	119.7%
Total Expense	165,209.62	138,056.00	27,153.62	119.7%
Net Ordinary Income	-165,209.62	-138,056.00	-27,153.62	119.7%
Net Income	-165,209.62	-138,056.00	-27,153.62	119.7%

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**Midtown Management District
Cultural Arts & Ent. Use of Funds
January through November 2025**

Accrual Basis

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
710000 · Cultural Arts & Entertainment				
710102 · Art Project Sponsorships	0.00	15,000.00	-15,000.00	0.0%
710103 · Midtown Mural Project	11,900.00	24,000.00	-12,100.00	49.6%
710107 · Mistletoe Market	130.74	0.00	130.74	100.0%
710108 · Special Events in Bagby Park	57,171.92	50,000.00	7,171.92	114.3%
710110 · Parks Programming	30,000.00	30,000.00	0.00	100.0%
710113 · Cultural Arts - Communications	6,498.29	16,000.00	-9,501.71	40.6%
710114 · MidtownHOU Arts Micro Grants	20,300.00	35,000.00	-14,700.00	58.0%
710116 · Professional Development	1,327.59	5,000.00	-3,672.41	26.6%
710117 · Membership	2,500.00	5,500.00	-3,000.00	45.5%
710118 · Grant Consultants	0.00	8,000.00	-8,000.00	0.0%
710700 · Staffing	80,140.90	110,000.00	-29,859.10	72.9%
710000 · Cultural Arts & Entertainment - Other	7,950.00	20,000.00	-12,050.00	39.8%
Total 710000 · Cultural Arts & Entertainment	217,919.44	318,500.00	-100,580.56	68.4%
Total Expense	217,919.44	318,500.00	-100,580.56	68.4%
Net Ordinary Income	-217,919.44	-318,500.00	100,580.56	68.4%
Net Income	-217,919.44	-318,500.00	100,580.56	68.4%

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Midtown Management District Urban Planning Use of Funds

January through November 2025

Accrual Basis

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
700000 · Urban Planning				
702010 · Special Projects				
702025 · Bike Rides	0.00	1,000.00	-1,000.00	0.0%
702030 · Street Safety & Public Realm En	0.00	95,000.00	-95,000.00	0.0%
Total 702010 · Special Projects	0.00	96,000.00	-96,000.00	0.0%
702500 · Planning Studies	0.00	30,000.00	-30,000.00	0.0%
706700 · Staffing	25,517.96	32,965.00	-7,447.04	77.4%
Total 700000 · Urban Planning	25,517.96	158,965.00	-133,447.04	16.1%
Total Expense	25,517.96	158,965.00	-133,447.04	16.1%
Net Ordinary Income	-25,517.96	-158,965.00	133,447.04	16.1%
Net Income	-25,517.96	-158,965.00	133,447.04	16.1%

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**Midtown Management District
Parking Benefits Use of Funds**

January 2025 through November 2026

Accrual Basis

	Jan '25 - Nov 26	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
730000 · Parking Benefits District				
730001 · Parking Benefits District	154,081.14	179,679.00	-25,597.86	85.8%
Total 730000 · Parking Benefits District	154,081.14	179,679.00	-25,597.86	85.8%
Total Expense	154,081.14	179,679.00	-25,597.86	85.8%
Net Ordinary Income	-154,081.14	-179,679.00	25,597.86	85.8%
Net Income	-154,081.14	-179,679.00	25,597.86	85.8%

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**Midtown Management District
District Administration Use of Funds**

Accrual Basis

January through November 2025

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
800000 · District Administration				
802000 · Legal Counsel	108,331.25	140,000.00	-31,668.75	77.4%
802040 · Public Hearing Service Plan	176,206.63	10,000.00	166,206.63	1,762.1%
802042 · Public Information Request	412.50	5,000.00	-4,587.50	8.3%
803000 · Accounting & Auditing Expense	17,300.00	18,253.00	-953.00	94.8%
804000 · Insurance Expense				
804003 · Director's & Officers Insurance	3,595.00	4,150.00	-555.00	86.6%
804004 · General Liability	10,181.00	9,000.00	1,181.00	113.1%
804005 · Insurance - other	4,486.00	5,735.00	-1,249.00	78.2%
Total 804000 · Insurance Expense	18,262.00	18,885.00	-623.00	96.7%
805000 · Assessment Collection Costs				
805120 · Collection Costs	63,438.20	60,000.00	3,438.20	105.7%
Total 805000 · Assessment Collection Costs	63,438.20	60,000.00	3,438.20	105.7%
806000 · General Operating/Admin. Exp.				
806004 · Bank Service Charge	3,446.36	5,000.00	-1,553.64	68.9%
806005 · Gen. Operating/Admin. Expenses	10,564.97	10,000.00	564.97	105.6%
806006 · District Cell Phone & Tablets	646.69	4,320.00	-3,673.31	15.0%
Total 806000 · General Operating/Admin. Exp.	14,658.02	19,320.00	-4,661.98	75.9%
807000 · Board Meeting & Misc. Exp.				
807001 · Board/Committee Mtgs/Misc Exp	22,541.78	19,000.00	3,541.78	118.6%
Total 807000 · Board Meeting & Misc. Exp.	22,541.78	19,000.00	3,541.78	118.6%
809000 · Administration Expense	322,149.72	355,000.00	-32,859.28	90.7%
Total 800000 · District Administration	43,291.10	645,458.00	97,833.10	115.2%
Total Expense	743,291.10	645,458.00	97,833.10	115.2%
Net Ordinary Income	-743,291.10	-645,458.00	-97,833.10	115.2%
Net Income	-743,291.10	-645,458.00	-97,833.10	115.2%

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**Midtown Management District
Bloomberg Use of Funds
January through November 2025**

Accrual Basis

	Jan - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
808500 · Bloomberg Grant Expenses	737,626.94	600,000.00	137,626.94	122.9%
Total Expense	737,626.94	600,000.00	137,626.94	122.9%
Net Ordinary Income	-737,626.94	-600,000.00	-137,626.94	122.9%
Net Income	-737,626.94	-600,000.00	-137,626.94	122.9%

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Midtown Management District Special Projects Use of Funds

Accrual Basis

January 2024 through November 2025

	Jan '24 - Nov 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
991000 · Special Projects - Board Apprvd				
991100 · Security & Public Safety				
991110 · Spec. Proj - Direct Enforcement	227,000.00	227,000.00	0.00	100.0%
991120 · Spec. Proj - HPD Hot Supplement	30,000.00	30,000.00	0.00	100.0%
991130 · Spec. Proj - Fleet Vehicles HPD	50,000.00	50,000.00	0.00	100.0%
991140 · Spec. Proj - License Plate Read	158,750.00	160,000.00	-1,250.00	99.2%
Total 991100 · Security & Public Safety	465,750.00	467,000.00	-1,250.00	99.7%
991200 · Marketing and Economic Dev				
991210 · Spec. Proj - New Website	112,214.42	75,000.00	37,214.42	149.6%
Total 991200 · Marketing and Economic Dev	112,214.42	75,000.00	37,214.42	149.6%
991300 · Urban Planning				
991310 · Spec. Proj - Sidewalks & Curbs	1,056.00	165,000.00	-163,944.00	0.6%
Total 991300 · Urban Planning	1,056.00	165,000.00	-163,944.00	0.6%
991400 · Cultural Arts & Ent				
991410 · Spec. Proj - New 5 Yr MastPlan	0.00	60,000.00	-60,000.00	0.0%
991420 · Spec. Proj - Temp Public Art	0.00	200,000.00	-200,000.00	0.0%
Total 991400 · Cultural Arts & Ent	0.00	260,000.00	-260,000.00	0.0%
991500 · Service & Maintenance				
991510 · Spec. Proj - Legacy Repair Heav	385,744.02	750,000.00	-364,255.98	51.4%
Total 991500 · Service & Maintenance	385,744.02	750,000.00	-364,255.98	51.4%
Total 991000 · Special Projects - Board Apprvd	964,764.44	1,717,000.00	-752,235.56	56.2%
Total Expense	964,764.44	1,717,000.00	-752,235.56	56.2%
Net Ordinary Income	-964,764.44	-1,717,000.00	752,235.56	56.2%
Net Income	964,764.44	-1,717,000.00	752,235.56	56.2%

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Midtown Management District

Check Detail Report

As of December 22, 2025

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Ch...	12/10/2025	11260	BRACEWELL LLP	051911.000001 For Service Through October 31, 2025 General Counsel	-16,527.00
Bill Pmt -Ch...	12/10/2025	11261	smc Logistics, LLC	Vehicle Inpact Incident - Branch Removal October 2025	-850.00
Bill Pmt -Ch...	12/10/2025	11262	smc Logistics, LLC		-9,829.07
Bill Pmt -Ch...	12/15/2025	11264	SEAL Security Solutions LLC	November 2025 - Commissioned Security Officers with Vehicle and Oc...	-53,850.65
Check	12/15/2025	11263	SEAL Security Solutions LLC	VOID:	0.00
Bill Pmt -Ch...	12/16/2025	11265	AMAO Creative, Inc	HueMan: Shelter Film Storytelling 2025	-14,000.00
Bill Pmt -Ch...	12/16/2025	11266	Casa Creative	Backdrop Rental December 2025	-2,615.00
Bill Pmt -Ch...	12/16/2025	11267	Christopher Robinson	Astros Gala Installations October 2025	-5,000.00
Bill Pmt -Ch...	12/16/2025	11268	Co-Create Strategies LLC		-7,375.00
Bill Pmt -Ch...	12/16/2025	11269	DJ MAV HOLDINGS	Sounds of Midtown: December 2025	-6,955.00
Bill Pmt -Ch...	12/16/2025	11270	East End Management District	Graffiti Abatement MAY 8 and 22 44 Abatements	-746.64
Bill Pmt -Ch...	12/16/2025	11271	LOOP38	Grant Award	-5,000.00
Bill Pmt -Ch...	12/16/2025	11272	Macy Ulbricht	HueMan:Shelter 2025	-900.00
Bill Pmt -Ch...	12/16/2025	11273	Marci Dallas		-2,960.00
Bill Pmt -Ch...	12/16/2025	11274	Midtown Redevelopment Authority	Qtrly CPA Services - Ending September 2025	-21,122.82
Bill Pmt -Ch...	12/16/2025	11275	Patrick Alexander	11.22.25 Project Management	-660.00
Bill Pmt -Ch...	12/16/2025	11276	Shayla Pellerin	The Essential Spin Package December 2025	-650.00
Bill Pmt -Ch...	12/16/2025	11277	smc Logistics, LLC		-2,600.00
Bill Pmt -Ch...	12/16/2025	11278	The Adam DeWalt Experience	Sounds of Midtown-December 2025	-2,000.00
Bill Pmt -Ch...	12/16/2025	11279	The Ensemble Theatre	Santa Clause & His Elf December 2025	-1,000.00
Bill Pmt -Ch...	12/16/2025	11280	XTICKERS DESIGNS INC	Midtown Letters Face Wrap 2025 - Christmas	-6,145.00
Bill Pmt -Ch...	12/16/2025	11281	Midtown Redevelopment Authority	Texas Capital Bank Fees for MMD June-Oct2025	-223.25
Bill Pmt -Ch...	12/17/2025	11282	CivicPlus, LLC	Unlimited Gov User Licenses	-11,102.44
Bill Pmt -Ch...	12/17/2025	ACH	City of Houston-Water Dept.	3202 Crawford 1/2 NOV 2025	-237.84
Bill Pmt -Ch...	12/17/2025	ACH	City of Houston-Water Dept.	2350 Bagby 1/2 A/P1-2 NOV 2025	-1,594.82
Bill Pmt -Ch...	12/18/2025	ACH	City of Houston-Water Dept.	3011 Main 1/2 DEC 2025	-19.26
Bill Pmt -Ch...	12/18/2025	ACH	City of Houston-Water Dept.	3011 Main 1/2 DEC 2025	-19.26
Total 107600 · Texas Capital Operating x 2140					-656,602.76
Total 10000 · Operating Funds					-656,602.76
TOTAL					-656,602.76

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MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT
November 2025
BILLING AND COLLECTION SUMMARY
FISCAL YEAR END
01/01/2025 TO 12/31/2025

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2025	0.1181	\$3,373,891.64	\$201,503.98	\$3,172,387.66	6%
2024	0.1181	\$3,295,987.06	\$3,233,047.95	\$62,939.11	98%
2023	0.1181	\$3,285,029.17	\$3,271,172.69	\$13,856.48	99%
2022	0.1181	\$3,187,732.34	\$3,181,314.01	\$6,418.33	99%
2021	0.1181	\$3,024,972.34	\$3,019,911.04	\$5,061.30	99%
2020	0.1181	\$2,811,116.60	\$2,807,225.05	\$3,891.55	99%
2019	0.1181	\$2,581,831.38	\$2,578,983.69	\$2,847.69	99%
2018	0.1181	\$2,381,416.63	\$2,378,906.32	\$2,510.31	99%
2017	0.1181	\$2,306,555.49	\$2,304,224.51	\$2,330.98	99%
2016	0.1181	\$2,217,803.36	\$2,216,321.80	\$1,481.56	99%
2015	0.1181	\$1,980,324.33	\$1,979,191.69	\$1,132.64	99%
2014	0.1181	\$1,783,793.61	\$1,782,184.69	\$1,608.92	99%
2013	0.1181	\$1,563,555.15	\$1,562,532.40	\$1,022.75	99%
2012	0.1181	\$1,451,155.01	\$1,450,544.74	\$610.27	99%
2011	0.1181	\$1,373,992.65	\$1,373,470.69	\$521.96	99%
2010	0.1181	\$1,366,296.19	\$1,365,748.04	\$548.15	99%
2009	0.1181	\$1,400,596.16	\$1,400,017.05	\$579.11	99%
2008	0.1181	\$1,388,676.58	\$1,388,190.07	\$486.51	99%
2007	0.1181	\$1,205,818.99	\$1,205,459.01	\$359.98	99%
2006	0.1181	\$1,039,513.58	\$1,039,324.84	\$188.74	99%
2005	0.1181	\$965,243.73	\$965,054.99	\$188.74	99%
2004	0.1181	\$766,477.42	\$766,378.36	\$99.06	99%
2003	0.1125	\$690,634.91	\$690,544.86	\$90.05	99%
2002	0.1125	\$631,419.06	\$631,337.20	\$81.86	99%
2001	0.1125	\$554,768.73	\$554,694.31	\$74.42	99%
2000	0.1125	\$472,859.73	\$472,787.76	\$71.97	99%

Current Month Activity

Revenue:	Current Month	Year to Date
2025 Assessment Collected	142,195.16	201,503.98
2024 Assessment Collected	5,943.99	2,882,750.53
2023 Assessment Collected	5.56	-19,946.22
2022 Assessment Collected	0.00	5,004.72
2021 Assessment Collected	0.00	1,939.53
2020 Assessment Collected	0.00	256.75
2019 Assessment Collected	0.00	325.40
2018 Assessment Collected	0.00	108.66
2017 Assessment Collected	0.00	105.73
2016 Assessment Collected	0.00	101.07
2015 Assessment Collected	0.00	95.85
2014 Assessment Collected	0.00	77.90
2013 Assessment Collected	0.00	48.34
2012 Assessment Collected	0.00	43.31
2011 Assessment Collected	0.00	43.31
2010 Assessment Collected	0.00	58.10
2009 Assessment Collected	0.00	58.10
2008 Assessment Collected	0.00	60.26
2007 Assessment Collected	0.00	58.87
2006 Assessment Collected	0.00	2.76
2005 Assessment Collected	0.00	2.76
Prior Years Assessment Collected	0.00	0.00
Miscellaneous Revenue	0.00	0.00
Penalty & Interest	1,617.33	34,223.94
Overpayments	68.49	10,349.59
Estimated Payment	0.00	0.00
CAD Corrections	0.00	390.50
CAD Lawsuit Corrections	1,928.80	149,882.75
Collection Fees	1,830.38	18,656.86
Total Revenue	153,589.71	3,286,203.35
Overpayments & CAD Refunds Presented	1,996.84	160,607.92
Overpayments Applied to Assessment	0.00	0.00

ASSESSMENT PLAN

2015 - 2024

ASSESSED VALUE FOR 2021	2,568,831,965		
ASSESSED VALUE FOR 2022	2,699,180,317		
ASSESSED VALUE FOR 2023	2,781,565,733		
ASSESSED VALUE FOR 2024	2,790,844,195		
ASSESSED VALUE FOR 2025	2,856,809,192	UNCERTIFIED	31,628,129

Prepared by Equi-Tax Inc
Collector For the District

**MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT
November 2025**

2025 TOP TEN ASSESSMENT PAYERS

PROPERTY OWNER	PROPERTY TYPE	ASSESSED VALUE	ASSESSMENT AMOUNT
Caydon Houston Property LP	Multi-Family Units	107,415,920	126,858.20
HSC 3300 Main Coinvestment 1	Multi-Family Units	100,595,290	118,803.04
Post Midtown Square LP	Multi-Family Units	96,679,861	114,178.92
ION Houston LLC	Office Buildings	90,086,750	106,392.45
2009 CPT Community Owner LLC	Multi-Family Units	87,148,458	102,922.33
Pearl Rosemont LLC	Multi-Family Units	84,729,165	100,065.14
2800 Main LLC	Multi-Family Units	72,639,195	85,786.89
Mid-Main Properties LP	Multi-Family Units	72,571,192	85,706.58
VR Calais Holdings Limited Partners	Multi-Family Units	69,869,717	82,516.14
Pearl Residences at Midtown Owner LLC	Multi-Family, Commercial	60,687,000	71,671.35

TEN LARGEST DELINQUENT ACCOUNTS

PROPERTY OWNER	ACCOUNT	ASSESSMENT YEAR	ASSESSMENT AMOUNT
MID-MAIN PROPERTIES	81 135 584 001 0001	2024	12,901.82
***COHEN JAY H	81 019 190 000 0006	2013 - 2024	7,876.88
MIDTOWN REDEVELOPEMENT AUTH.	81 141 460 001 0001	2024	6,907.90
**ROBINSON DORRIS	81 034 258 000 0004	2016 - 2024	4,786.38
CRIADO MINNIE F	81 120 532 000 0006	2012 - 2024	4,138.89
3000 SMITH LTD	81 013 239 000 0003	2024	3,263.82
HONEY JAMES W	81 019 176 000 0009	2017 - 2024	3,131.29
** ANTWINE LINDA	81 013 086 000 0009	2009 - 2024	3,114.05
**BLOCKER NATHAN & MAGNOLIA H	81 014 588 017 0016	2007 - 2024	2,985.09
**WASHINGTON ROMANUEL L JR	81 019 182 002 0004	2000 - 2014	2,884.42

***Suit Filed

**Account Deferred

* Pending HCAD Value Lawsuits

COLLECTION TREND PERCENTAGE

	YEAR 2021	YEAR 2022	YEAR 2023	YEAR 2024
January	53%	66%	65%	69%
February	89%	93%	94%	92%
March	93%	94%	95%	94%
April	94%	97%	96%	95%
May	94%	96%	96%	95%
June	97%	96%	97%	97%
July	97%	96%	97%	97%
August	97%	96%	98%	97%
September	98%	97%	98%	97%
October	99%	98%	98%	98%
November	99%	99%	98%	98%
December	99%	99%	99%	

MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT
November 2025

ASSESSMENT PLAN PROJECTIONS

YEAR	RATE	ESTIMATED ASSESSED VALUE	PROJECTED LEVY	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE
2016	0.1181	1,842,697,000	2,176,225.16	2,067,413.90	2,216,321.80	
2017	0.1181	1,980,899,000	2,339,441.72	2,222,469.63	2,304,224.51	
2018	0.1181	2,109,657,000	2,491,504.92	2,366,929.67	2,378,906.32	
2019	0.1181	2,236,237,000	2,640,995.90	2,508,946.11	2,578,983.69	
2020	0.1181	2,359,230,000	2,786,250.63	2,646,938.10	2,807,225.05	
2021	0.1181	2,477,191,000	2,925,562.57	2,779,284.44	3,019,911.04	
2022	0.1181	2,601,051,000	3,071,841.23	2,918,249.17	3,181,314.01	
2023	0.1181	2,731,104,000	3,225,433.82	3,064,162.13	3,271,172.69	
2024	0.1181	2,867,659,000	3,386,705.28	3,217,370.02	3,233,047.95	
2025	0.1181	2,827,091,777	3,338,795.37	3,171,855.60	201,503.98	
			28,382,756.60	26,963,618.77		2,696,361.88

MAXIMUM RATE .1500 PER \$100

2025 EXEMPTIONS

EXEMPTION TYPE	NUMBER APPLIED	APPROVED AMOUNT	VALUE LOSS
Homestead	1140	20% (State Maximum)	86,901,191
Over 65	166	15,000	2,403,153
Disability	7	15,000	93,247
Disabled Veteran	23	Per Statute	2,114,494
Over 65 Detached Single Family	27	Totally Exempt	7,317,916

MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT

December 2025
BILLING AND COLLECTION SUMMARY
FISCAL YEAR END
01/01/2025 TO 12/31/2025

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2025	0.1181	\$3,370,623.38	\$424,520.03	\$2,946,103.35	13%
2024	0.1181	\$3,287,115.72	\$3,226,022.78	\$61,092.94	98%
2023	0.1181	\$3,276,510.56	\$3,262,654.08	\$13,856.48	99%
2022	0.1181	\$3,187,732.34	\$3,181,314.01	\$6,418.33	99%
2021	0.1181	\$3,024,972.34	\$3,019,911.04	\$5,061.30	99%
2020	0.1181	\$2,811,116.60	\$2,807,225.05	\$3,891.55	99%
2019	0.1181	\$2,581,831.38	\$2,578,983.69	\$2,847.69	99%
2018	0.1181	\$2,381,416.63	\$2,378,906.32	\$2,510.31	99%
2017	0.1181	\$2,306,555.49	\$2,304,224.51	\$2,330.98	99%
2016	0.1181	\$2,217,803.36	\$2,216,321.80	\$1,481.56	99%
2015	0.1181	\$1,980,324.33	\$1,979,191.69	\$1,132.64	99%
2014	0.1181	\$1,783,793.61	\$1,782,184.69	\$1,608.92	99%
2013	0.1181	\$1,563,555.15	\$1,562,532.40	\$1,022.75	99%
2012	0.1181	\$1,451,155.01	\$1,450,544.74	\$610.27	99%
2011	0.1181	\$1,373,992.65	\$1,373,470.69	\$521.96	99%
2010	0.1181	\$1,366,296.19	\$1,365,748.04	\$548.15	99%
2009	0.1181	\$1,400,596.16	\$1,400,017.05	\$579.11	99%
2008	0.1181	\$1,388,676.58	\$1,388,190.07	\$486.51	99%
2007	0.1181	\$1,205,818.99	\$1,205,459.01	\$359.98	99%
2006	0.1181	\$1,039,513.58	\$1,039,324.84	\$188.74	99%
2005	0.1181	\$965,243.73	\$965,054.99	\$188.74	99%
2004	0.1181	\$766,477.42	\$766,378.36	\$99.06	99%
2003	0.1125	\$690,634.91	\$690,544.86	\$90.05	99%
2002	0.1125	\$631,419.06	\$631,337.20	\$81.86	99%
2001	0.1125	\$554,768.73	\$554,694.31	\$74.42	99%
2000	0.1125	\$472,859.73	\$472,787.76	\$71.97	99%

Current Month Activity

Revenue:	Current Month	Year to Date
2025 Assessment Collected	223,016.05	424,520.03
2024 Assessment Collected	-7,025.17	2,875,725.36
2023 Assessment Collected	-8,518.61	-28,464.83
2022 Assessment Collected	0.00	5,004.72
2021 Assessment Collected	0.00	1,939.53
2020 Assessment Collected	0.00	256.75
2019 Assessment Collected	0.00	325.40
2018 Assessment Collected	0.00	108.66
2017 Assessment Collected	0.00	105.73
2016 Assessment Collected	0.00	101.07
2015 Assessment Collected	0.00	95.85
2014 Assessment Collected	0.00	77.90
2013 Assessment Collected	0.00	48.34
2012 Assessment Collected	0.00	43.31
2011 Assessment Collected	0.00	43.31
2010 Assessment Collected	0.00	58.10
2009 Assessment Collected	0.00	58.10
2008 Assessment Collected	0.00	60.26
2007 Assessment Collected	0.00	58.87
2006 Assessment Collected	0.00	2.76
2005 Assessment Collected	0.00	2.76
Prior Years Assessment Collected	0.00	0.00
Miscellaneous Revenue	0.00	0.00
Penalty & Interest	397.65	34,621.59
Overpayments	142.88	10,492.47
Estimated Payment	0.00	0.00
CAD Corrections	0.00	390.50
CAD Lawsuit Corrections	18,270.11	168,152.86
Collection Fees	448.77	19,105.63
Total Revenue	226,731.68	3,512,935.03
Overpayments & CAD Refunds Presented	18,412.99	179,020.91
Overpayments Applied to Assessment	0.00	0.00

ASSESSMENT PLAN

2015 - 2024

ASSESSED VALUE FOR 2021	2,568,831,965		
ASSESSED VALUE FOR 2022	2,699,180,317		
ASSESSED VALUE FOR 2023	2,774,352,685		
ASSESSED VALUE FOR 2024	2,783,332,477		
ASSESSED VALUE FOR 2025	2,854,041,823	UNCERTIFIED	31,628,129

Prepared by Equi-Tax Inc
Collector For the District

**MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT
December 2025**

2025 TOP TEN ASSESSMENT PAYERS

PROPERTY OWNER	PROPERTY TYPE	ASSESSED VALUE	ASSESSMENT AMOUNT
Caydon Houston Property LP	Multi-Family Units	107,415,920	126,858.20
HSC 3300 Main Coinvestment 1	Multi-Family Units	100,595,290	118,803.04
Post Midtown Square LP	Multi-Family Units	96,679,861	114,178.92
ION Houston LLC	Office Buildings	90,086,750	106,392.45
2009 CPT Community Owner LLC	Multi-Family Units	87,148,458	102,922.33
Pearl Rosemont LLC	Multi-Family Units	84,729,165	100,065.14
2800 Main LLC	Multi-Family Units	72,639,195	85,786.89
Mid-Main Properties LP	Multi-Family Units	72,571,192	85,706.58
VR Calais Holdings Limited Partners	Multi-Family Units	69,869,717	82,516.14
Pearl Residences at Midtown Owner LLC	Multi-Family, Commercial	60,687,000	71,671.35

TEN LARGEST DELINQUENT ACCOUNTS

PROPERTY OWNER	ACCOUNT	ASSESSMENT YEAR	ASSESSMENT
MID-MAIN PROPERTIES	81 135 584 001 0001	2024	12,901.82
***COHEN JAY H	81 019 190 000 0006	2013 - 2024	7,876.88
MIDTOWN REDEVELOPEMENT AUTH.	81 141 460 000 0001	2024	6,907.90
**ROBINSON DORRIS	81 034 255 000 0004	2016 - 2024	4,786.38
CRIADO MINNIE F	81 120 337 000 0006	2012 - 2024	4,138.89
3000 SMITH LTD	81 003 239 000 0003	2024	3,263.82
HONEY JAMES W	81 040 176 000 0009	2017 - 2024	3,131.29
** ANTWINE LINDA	81 013 086 000 0009	2009 - 2024	3,114.05
**BLOCKER NATHAN & MAGNOLIA H	81 114 588 017 0016	2007 - 2024	2,985.09
**WASHINGTON ROMANUEL L JR	81 019 182 002 0004	2000 - 2014	2,884.42

***Suit Filed

**Account Deferred

* Pending HCAD Value Lawsuits

COLLECTION TREND PERCENTAGE

	YEAR 2021	YEAR 2022	YEAR 2023	YEAR 2024
January	53%	66%	65%	69%
February	89%	93%	94%	92%
March	93%	94%	95%	94%
April	94%	97%	96%	95%
May	94%	96%	96%	95%
June	97%	96%	97%	97%
July	97%	96%	97%	97%
August	97%	96%	98%	97%
September	98%	97%	98%	97%
October	99%	98%	98%	98%
November	99%	99%	98%	98%
December	99%	99%	99%	98%

**MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT
December 2025**

ASSESSMENT PLAN PROJECTIONS

YEAR	RATE	ESTIMATED ASSESSED VALUE	PROJECTED LEVY	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE
2016	0.1181	1,842,697,000	2,176,225.16	2,067,413.90	2,216,321.80	
2017	0.1181	1,980,899,000	2,339,441.72	2,222,469.63	2,304,224.51	
2018	0.1181	2,109,657,000	2,491,504.92	2,366,929.67	2,378,906.32	
2019	0.1181	2,236,237,000	2,640,995.90	2,508,946.11	2,578,983.69	
2020	0.1181	2,359,230,000	2,786,250.63	2,646,938.10	2,807,225.05	
2021	0.1181	2,477,191,000	2,925,562.57	2,779,284.44	3,019,911.04	
2022	0.1181	2,601,051,000	3,071,841.23	2,918,249.17	3,181,314.01	
2023	0.1181	2,731,104,000	3,225,433.82	3,064,162.13	3,262,654.08	
2024	0.1181	2,867,659,000	3,386,705.28	3,217,370.02	3,224,122.09	
2025	0.1181	2,827,091,777	3,338,795.37	3,171,855.60	423,639.87	
			28,382,756.60	26,963,618.77		2,696,361.88

MAXIMUM RATE .1500 PER \$100

2025 EXEMPTIONS

EXEMPTION TYPE	NUMBER APPLIED	APPROVED AMOUNT	VALUE LOSS
Homestead	1140	20% (State Maximum)	86,901,191
Over 65	136	15,000	2,403,153
Disability	7	15,000	93,247
Disabled Veteran	23	Per Statute	2,114,494
Over 65 Detached Single Family	27	Totally Exempt	7,317,916

**Midtown Management District
Lawsuit and Arbitration Status Summary as of 10/10/2025**

Jur 953

Summary

For Tax Years 2005-2025, for the period of June 2009 through October 10, 2025

Settled

11,901,063,484	Original value of Settled accounts as of 10/10/2025
1,851	Number of Settled accounts as of 10/10/2025
1,307,359,295	Reduction in value of Settled accounts
10.99%	Average % reduction in value of Settled accounts

Unsettled

1,697,699,247	Original value of Unsettled accounts as of 10/10/2025
139	Number of Unsettled accounts as of 10/10/2025

0.1181 Tax rate per \$100 valuation

\$220,252	Estimated reduction in assessment on 139 Unsettled accounts, based on 10.99% average
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**Midtown Management District
Lawsuit and Arbitration Status Summary as of 10/10/2025**

Jur 953

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent	Date Refund Notice Sent to Bkpr
Tax Year 2019											
Settled											
Tax Year 2019	1226500020001	Carolyn F Jackson Family Partnership	2,868,909	\$3,388.18	2019-66546	4/5/2024	2,600,000	\$317.58	9.37%	4/22/2024	5/29/2024
			655,082,865				598,878,407				
			90								
Unsettled											
Tax Year 2019	1398700010001	4001 Main LP	3,115,440	\$3,679.33	2019-72499				0.00%		
Tax Year 2019	Total	Unsettled Accounts, original value	3,115,440								
Tax Year 2019	Total	Unsettled Accounts, number of accounts	1								
Tax Year 2022											
Settled											
Tax Year 2022	0191900000006	Cohen Jay H	926,400	\$0.00	2022-27072	5/16/2025	926,400	\$0.00	0.00%	NA	NA
			1,690,788,658				1,509,320,149				
			186								
Unsettled											
Tax Year 2022	0191900000006	Cohen Jay H	926,400		2022-05766				#DIV/0!		
Tax Year 2022	0190900000005	TND Investments LLC Inc	1,348,470	\$1,247.56	2022-68385				0.00%	Received	
Tax Year 2022	Total	Unsettled Accounts, original value	2,274,870								
Tax Year 2022	Total	Unsettled Accounts, number of accounts	2								
Tax Year 2023											
Settled											
Tax Year 2023	1355840010001	Mid-Main Properties LP	60,958,802	\$79,078.35	2023-55523A	7/11/2025	58,500,000	\$9,989.85	12.63%	Received	8/27/2025
Tax Year 2023	1292500000006	FGCD Holdings LP	248,928	\$290.44	2023-46803				0.00%		
Tax Year 2023	0022630020001	H Midtown Lp	49,713,045	\$58,711.11	2023-61589				0.00%		
			1,722,429,137				1,440,725,115				
			184								
Unsettled											
Tax Year 2023	0190900000005	TND Investments LLC Inc	1,434,990	\$1,758.10	2022-68385				0.00%	Received	
Tax Year 2023	0330190000002	5C Plazas at Midtown LLC	6,677,178	\$7,885.75	2023-63136				0.00%		
Tax Year 2023	0250100000001	Cloudbreak Houston LLC	4,077,919	\$4,816.02	2023-70600				0.00%		
Tax Year 2023	0250200000004	Cloudbreak Houston LLC	1,887,300	\$2,228.90	2023-70600				0.00%		
Tax Year 2023	1331360010001	Travis Street Plaza LP	6,560,231	\$7,747.63	2023-70600				0.00%		
Tax Year 2023	0260070000005	Mary Griffith Wallace Trust Etal	878,263	\$1,037.23	2023-76538				0.00%		
Tax Year 2023	0190900000003	2515 Caroline Ltd	986,885	\$1,165.51	2023-77446				0.00%		
Tax Year 2023	Total	Unsettled Accounts, original value	22,502,766								
Tax Year 2023	Total	Unsettled Accounts, number of accounts	7								
Tax Year 2024											
Settled											
Tax Year 2024	1226500010001	MRI Midtown Ltd	22,323,845	\$26,364.46	2024-47361	7/11/2025	20,750,000	\$1,858.71	7.05%	8/6/2025	

**Midtown Management District
Lawsuit and Arbitration Status Summary as of 10/10/2025**

Jur 953

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent	Date Refund Notice Sent to Bkpr
Tax Year 2025	0250330000001	Travis Street Corner LLC	1,807,452		RBAE-031123				#DIV/0!		
Tax Year 2025	1290830010001	OX Midtown LLC	4,194,756		RBAE-031254				#DIV/0!		
Tax Year 2025	0132280000003	ATH Holdings LLC	1,608,791		RBAE-032079				#DIV/0!		
Tax Year 2025	1210050010005	410 Hadley LLC	483,000		RBAE-033171				#DIV/0!		
Tax Year 2025	1210050010004	408 Hadley LLC	549,000		RBAE-033181				#DIV/0!		
Tax Year 2025	0250010210002	4400 San Jacinto LLC	1,584,819		RBAE-033619				#DIV/0!		
Tax Year 2025	0250320000006	HT Investment Corp	600,000		RBAE-035261				#DIV/0!		
Tax Year 2025	0021520000009	1701 Webster Ltd	2,100,000		RBAE-035859				#DIV/0!		
Tax Year 2025	0190400000003	2300 Fannin Ltd	1,609,662		RBAE-037091				#DIV/0!		
Tax Year 2025	1211480010019	Anderson Rick	572,900		RBAE-037128				#DIV/0!		
Tax Year 2025	0250230000005	401 Richmond LLC	1,467,425		RBAE-038598				#DIV/0!		
Tax Year 2025	1481250010001	We 66 Midtown LLC	2,815,337		RBAE-039404				#DIV/0!		
Tax Year 2025	1208150010001	Athletic Ventures Inc	3,834,632		RBAE-039605				#DIV/0!		
Tax Year 2025	1224910010001	Nova Terranova LLC	1,670,266		RBAE-039983				#DIV/0!		
Tax Year 2025	0081910000001	2303 MT LLC	3,963,839		RBAE-040589				#DIV/0!		
Tax Year 2025	0060600000003	Hy Travis LLC	1,526,300		RBAE-040660				#DIV/0!		
Tax Year 2025	0021780000001	Aim Marketing Services LLC	2,770,252		RBAE-040854				#DIV/0!		
Tax Year 2025	1278870000144	Rise Condominium Development Lp	63,567		RBAE-041106				#DIV/0!		
Tax Year 2025	1278870000145	Rise Condominium Development Lp	1,118,925		RBAE-041106				#DIV/0!		
Tax Year 2025	1278870000146	Rise Condominium Development Lp	463,350		RBAE-041106				#DIV/0!		
Tax Year 2025	1448440010001	Fred & Soody Sharifi Partenership Lt	4,140,000		RBAE-041437				#DIV/0!		
Tax Year 2025	1204350010001	Car Spa Midtown I Lp	4,886,658		RBAE-041828				#DIV/0!		
Tax Year 2025	0021520000003	Webster Chenevert LTD	633,523		RBAE-042441				#DIV/0!		
Tax Year 2025	0021510000001	Hamilton Midtown Ltd	1,216,918		RBAE-042443				#DIV/0!		
Tax Year 2025	0021700000009	1701 Webster Ltd	2,308,325		RBAE-042448				#DIV/0!		
Tax Year 2025	0220700000006	Hutchings Holding LLC	2,974,941		RBAE-042743				#DIV/0!		
Tax Year 2025	0190320000014	Occidental Investment Co	706,233		RBAE-042827				#DIV/0!		
Tax Year 2025	1454010010001	2520 Caroline LLC	2,362,058		RBAE-042907				#DIV/0!		
Tax Year 2025	0190310000001	2602 Richmond Lp	2,220,000		RBAE-042919				#DIV/0!		
Tax Year 2025	1363360010001	Megowen Brazos Venture LTD	4,058,270		RBAE-043166				#DIV/0!		
Tax Year 2025	Total	Unsettled Accounts, original value	1,352,755,437								
Tax Year 2025	Total	Unsettled Accounts, number of accounts	106								

Cumulative											
Settled											
Cumulative	Grand Total	Settled Accounts, original value	11,901,063,484				10,593,704,189				
Cumulative	Grand Total	Settled Accounts, number of accounts	1,851								
Unsettled											
Cumulative	Grand Total	Unsettled Accounts, original value	1,697,699,247								
Cumulative	Grand Total	Unsettled Accounts, number of accounts	139								

Color Legend

Light Gray	Settled previously
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**Midtown Management District
Lawsuit and Arbitration Status Summary as of 10/10/2025**

Jur 953

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent	Date Refund Notice Sent to Bkpr
	Yellow	Settled as of this report									
	White	Unsettled									
	Pink	Unsettled and new since previous report									

Abbreviations

NA	Not applicable
x	Previous to implementation of Designation Form
DELQ	Refund was not issued -- Reduction in assessment was applied to the account, and account still has a balance due.
PAID	Refund was not issued -- Reduction in assessment was applied to the account, and account is now paid in full.
NYB	Not yet billed
25.25b	Settled under Tax Code 25.25b; refund processed

DRAFT

PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.
DELINQUENT TAX REPORT
MIDTOWN MANAGEMENT DISTRICT
December 3, 2025

Total delinquent assessments collected for the quarter are \$45,271.75

Top ten delinquent accounts:

Bankruptcy:

Account #	Property Owner and Property Address	Tax Year	Base Tax
1. 0132390000003	3000 SMITH LTD - 3000 SMITH ST	2024	\$3,263.82

Suit Filed:

Account #	Property Owner and Property Address	Tax Year	Base Tax
1. 0191900000006	COHEN JAY H - STUART ST We intervened in a suit filed by Harris County; we will monitor the case.	2013-2024	\$7,876.88
2. 0191760000009	HONEY JAMES W - 1607 FRANCIS ST We intervened in a suit; judgment was signed on 08/23/2021 and abstract of judgment was filed. The 2021-2024 assessments (base assessments of \$1,512.37) are also delinquent but were not included in the suit because they were not delinquent at the time of judgment.	2017-2020	\$1,618.11

Deferrals:

Account #	Property Owner and Property Address	Tax Year	Base Tax
1. 0342590000004	ROBINSON DORRIS - 1520 ISABELLA ST	2016-2024	\$4,786.38
2. 1205320000006	CRIADO MINNIE F - 120 OAK PL	2012-2018& 2020-2024	\$4,138.89
3. 0130860000009	ANTWINE LINDA - 1508 ISABELLA ST	2009-2024	\$3,114.05
4. 1145880170016	BLOCKER NATHAN & MAGNOLIA H - 2016 MAIN ST 1716	2007-2024	\$2,985.09
5. 0190770000006	MATA MARCIAL & DIANA - 2709 JACKSON ST	2017-2024	\$2,479.83

Other Accounts:

Account #	Property Owner and Property Address	Tax Year	Base Tax
1. 0190180000009	2424 HAMILTON LLC - 2424 HAMILTON ST There has been no response to the demand letter sent to the lienholder, Stellar Bank. There has been no response to our recent demand letter, emailed statement, or phone calls.	2024	\$2,485.86
2. 1355840010001	MID-MAIN PROPERTIES LP - 3550 MAIN ST 357 This was on hold pending a CAD valuation suit but the suit has been settled, this balance is due. We recently sent an initial bill to the owner.	2024	\$12,901.82

Midtown Management District
Lawsuit and Arbitration Status Summary as of 11/07/2025

Jur 953

Summary

For Tax Years 2005-2025, for the period of June 2009 through November 07, 2025

Settled

11,940,020,397	Original value of Settled accounts as of 11/07/2025
1,869	Number of Settled accounts as of 11/07/2025
1,219,666,208	Reduction in value of Settled accounts
10.21%	Average % reduction in value of Settled accounts

Unsettled

1,726,675,671	Original value of Unsettled accounts as of 11/07/2025
154	Number of Unsettled accounts as of 11/07/2025

0.1181 Tax rate per \$100 valuation

\$208,304	Estimated reduction in assessment on 154 Unsettled accounts, based on 10.21% average
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**Midtown Management District
Lawsuit and Arbitration Status Summary as of 11/07/2025**

Jur 953

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent	Date Refund Notice Sent to Bkpr
Tax Year 2019											
Settled											
Tax Year 2019	1226500020001	Carolyn F Jackson Family Partnership	2,868,909	\$3,388.18	2019-66546	4/5/2024	2,600,000	\$317.58	9.37%	4/22/2024	5/29/2024
			655,082,865				598,878,407				
			90								
Unsettled											
Tax Year 2019	1398700010001	4001 Main LP	3,115,440	\$3,679.33	2019-72499				0.00%		
Tax Year 2019	Total	Unsettled Accounts, original value	3,115,440								
Tax Year 2019	Total	Unsettled Accounts, number of accounts	1								
Tax Year 2022											
Settled											
Tax Year 2022	0191900000006	Cohen Jay H	926,400	\$0.00	2022-27072	5/16/2025	926,400	\$0.00	0.00%	NA	NA
			1,690,788,658				1,509,320,149				
			186								
Unsettled											
Tax Year 2022	0191900000006	Cohen Jay H	926,400		2022-05766				#DIV/0!		
Tax Year 2022	0190900000005	TND Investments LLC Inc	1,348,470	\$1,247.56	2022-68385				0.00%	Received	
Tax Year 2022	Total	Unsettled Accounts, original value	2,274,870								
Tax Year 2022	Total	Unsettled Accounts, number of accounts	2								
Tax Year 2023											
Settled											
Tax Year 2023	1355840010001	Mid-Main Properties LP	60,958,802	\$79,078.35	2023-55523A	7/11/2025	58,500,000	\$9,989.85	12.63%	Received	8/27/2025
Tax Year 2023	1292500000006	FGCD Holdings LP	244,928	\$290.44	2023-46803				0.00%		
Tax Year 2023	0022630020001	H Midtown Lp	49,713,045	\$58,711.11	2023-61589	11/7/2025	42,500,000	\$8,518.61	14.51%	12/18/2025	12/30/2025
Tax Year 2023	0190900000003	2515 Caroline Ltd	986,885	\$1,165.51	2023-77446				0.00%		
			1,723,416,022				1,483,225,115				
			184								
Unsettled											
Tax Year 2023	0190900000005	TND Investments LLC Inc	1,434,990	\$1,758.10	2022-68385				0.00%	Received	
Tax Year 2023	0330190000002	5C Plazas at Midtown LLC	6,677,178	\$7,885.75	2023-63136				0.00%		
Tax Year 2023	0250100000001	Cloudbreak Houston LLC	4,077,919	\$4,816.02	2023-70600				0.00%		
Tax Year 2023	0250200000004	Cloudbreak Houston LLC	1,887,300	\$2,228.90	2023-70600				0.00%		
Tax Year 2023	1331360010001	Travis Street Plaza LP	6,560,231	\$7,747.63	2023-70600				0.00%		
Tax Year 2023	0260070000005	Mary Griffith Wallace Trust Etal	878,263	\$1,037.23	2023-76538				0.00%		
Tax Year 2023	Total	Unsettled Accounts, original value	21,515,881								
Tax Year 2023	Total	Unsettled Accounts, number of accounts	6								
Tax Year 2024											
Settled											
Tax Year 2024	1226500010001	MRI Midtown Ltd	22,323,845	\$26,364.46	2024-47361	7/11/2025	20,750,000	\$1,858.71	7.05%	8/6/2025	8/27/2025

**Midtown Management District
Lawsuit and Arbitration Status Summary as of 11/07/2025**

Jur 953

Tax Year	CAD Account No.	Owner Name	ARB Hearing Value	Assessment Collected	Cause Number	Date Received from HCAD	Settled Value	Reduction in Assessment	% Reduction in Assessment	Date Designation Form Sent	Date Refund Notice Sent to Bkpr
Tax Year 2025	0021510000007	Webster-Chenevert Ltd	2,619,560		RBAE-046046				#DIV/0!		
Tax Year 2025	0332470040002	Parish Lucille M	754,000		RBAE-046291				#DIV/0!		
Tax Year 2025	0190320000008	LLR Mangement Inc	819,762		RBAE-046323				#DIV/0!		
Tax Year 2025	0021600000009	Ean Holdings LLC	598,387		RBAE-046360				#DIV/0!		
Tax Year 2025	0190900000003	2515 Caroline Ltd	1,011,019		RBAE-046687				#DIV/0!		
Tax Year 2025	Total	Unsettled Accounts, original value	1,396,240,841								
Tax Year 2025	Total	Unsettled Accounts, number of accounts	127								

Cumulative

Settled

Cumulative	Grand Total	Settled Accounts, original value	11,940,020,397				10,720,354,189
Cumulative	Grand Total	Settled Accounts, number of accounts	1,869				

Unsettled

Cumulative	Grand Total	Unsettled Accounts, original value	1,726,675,671
Cumulative	Grand Total	Unsettled Accounts, number of accounts	154

Color Legend

Light Gray	Settled previously
Yellow	Settled as of this report
White	Unsettled
Pink	Unsettled and new since previous report

Abbreviations

NA	Not applicable
x	Previous to implementation of Designation Form
DELQ	Refund was not issued -- Reduction in assessment was applied to the account, and account still has a balance due.
PAID	Refund was not issued -- Reduction in assessment was applied to the account, and account is now paid in full.
NYB	Not yet billed
25.25b	Settled under Tax Code 25.25b; refund processed

DRAFT



September 25, 2025

Board of Directors
Midtown Management District
410 Pierce, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending September 30, 2025

Dear Board of Directors:

In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District, please find attached the 3rd Quarter Fiscal Year 2025 Investment Report.

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

Kindest regards,

Matt Thibodeaux
Executive Director



November 25, 2025

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

Re: Investment Report – Quarter Ending September 30, 2025

Dear Board of Directors:

I have prepared the Quarterly Investment Report for the 3rd Quarter FY2025 in my capacity as Midtown Management District's CPA. This report is presented in accordance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District.

The average yield rate on all accounts this quarter is 1.7280%. The amount of interest earned for the quarter was \$23,243 and interest earned year to date is \$103,470. The report reflects the compliance of your investment portfolio with the Investment Policies of the District and is in accordance with the Investment provisions of the Public Funds Investment Act.

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

Respectfully,

Melissa Morton, CPA
Midtown Management District CPA



**MIDTOWN MANAGEMENT DISTRICT
INVESTMENT REPORT
QUARTER ENDED SEPTEMBER 2025**

ACCOUNT NAME/FUND	MATURITY DATE	QTR BEGINNING BOOK/MARKET VALUE	TRANSACTIONS		INCOME (JAN - MAR)	INCOME (APR - JUN)	INCOME (JUL - SEPT)	INCOME YTD	ENDING BOOK/MARKET VALUE	YIELD RATE
			DEPOSITS	WITHDRAWALS	INTEREST	INTEREST	INTEREST			
CHASE BANK										
Chase - Checking (Operating)		11,422.70		-	-	-	-	-	11,422.70	
Chase - Saving		13,531.43	0.34	-	0.32	0.33	0.34	0.99	13,531.77	0.0100%
IBC										
IBC - Saving		6,692.80	13.02	-	12.69	12.85	13.02	38.56	6,705.82	0.8500%
EASTWEST BANK										
EastWest Bank - Money Market		85,096.45	9.65	-	9.44	9.55	9.65	28.64	85,106.10	0.0433%
EastWest Bank - Business Saving		1,067.88	0.14	-	0.13	0.13	0.14	0.40	1,068.02	0.0500%
CENTRAL BANK										
Central Bank - Money Market		63,462.85	317.22	15.00	307.43	312.31	317.22	936.96	63,765.07	1.9800%
WELLS FARGO										
Wells Fargo - Checking		319,910.22	34,640.72	309.50	522.89	478.65	557.10	1,558.64	353,711.41	0.6667%
Wells Fargo - Savings		22,244.79	37.36	0.00	37.21	37.68	37.36	112.25	22,282.15	0.6667%
Texas Capital										
Texas Capital - Operating		1,041,018.98	2,060,703.70	2,854,127.31					247,595.37	
Texas Capital - Money Market		330,142.22	1,296,028.24	1,368,000.00	6,767.94	5,344.01	6,028.24	18,140.19	258,170.46	4.3700%
TexSTAR Investment Pool										
TexSTAR Investment Pool	N/A	6,727.04	72.56	-	71.11	71.60	72.56	215.27	6,799.60	4.2648%
LOGIC Investment Pool										
LOGIC Investment Pool	N/A	1,542,320.10	16,207.72	500,000.00	30,886.95	35,343.22	16,207.72	82,437.89	1,058,527.82	4.3786%
TOTAL INVESTMENTS		3,443,637.46	3,408,030.67	4,722,981.84	38,616.11	41,610.33	23,243.35	103,469.79	2,128,686.29	

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Management District, hereby certify as follows:

1. The Board of Directors of the Midtown Management District convened in regular session on the 3rd day of December, 2025, and the roll was called of the duly constituted officers and members of the Board to-wit:

Pos. 1	Vacant	Pos. 10	Ericka Butler
Pos. 2	Gloria Haney	Pos. 11	Vacant
Pos. 3	Vacant	Pos. 12	Vacant
Pos. 4	Vacant	Pos. 13	Marylene Chan
Pos. 5	Ryan M. LeVasseur	Pos. 14	Christopher Johnston
Pos. 6	Maggie Segrich	Pos. 15	Jeanette Criglar
Pos. 7	Desmond Bertrand-Pitts	Pos. 16	Kelly A. Young
Pos. 8	Lewis Goldstein	Pos. 17	Vacant
Pos. 9	Vacant		

and all of said persons were present, except Directors _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**RESOLUTION REGARDING ANNUAL REVIEW
OF SECOND AMENDED AND RESTATED INVESTMENT POLICY
AND LIST OF AUTHORIZED QUALIFIED BROKERS OF
THE MIDTOWN MANAGEMENT DISTRICT**

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board’s minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting

for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

[Signature page follows]

DRAFT

SIGNED AND SEALED the 3rd day of December, 2025.

Secretary, Board of Directors

(SEAL)

DRAFT

**RESOLUTION REGARDING ANNUAL REVIEW
OF SECOND AMENDED AND RESTATED INVESTMENT POLICY AND LIST OF
AUTHORIZED QUALIFIED BROKERS OF
THE MIDTOWN MANAGEMENT DISTRICT**

WHEREAS, the Midtown Management District (the "District") is a municipal management district created by the 76th Texas Legislature pursuant to H.B. 2894 (the "Special Act") and operating pursuant to and under the authority of Chapter 3809, Special District Local Laws Code and Chapter 375, Texas Local Government Code, as amended.

WHEREAS, the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, requires the Board of Directors of the District (the "Board") to, at least annually, review its Investment Policy; and

WHEREAS, the Board has convened on this date at a meeting open to the public to conduct the District's annual review of its Investment Policy pursuant to Section 2256.005, *et seq.*, Texas Government Code, as amended; and

WHEREAS, the Board has also convened on this date to conduct the District's annual review of its list of qualified brokers that are authorized to engage in investment transactions with the District, pursuant to Section 2256.025, Texas Government Code, as amended; and

WHEREAS, for purposes of the District's participation in the Local Government Investment Cooperative ("LOGIC") and the TexSTAR Short Term Asset Reserve Fund ("TexSTAR") investment pools, the Board desires to confirm that, in accordance with the provisions of Section 3.04 of the Second Amended Investment Policy, with regard to the District's investment accounts held with LOGIC and TexSTAR (collectively, the "District's TexSTAR and LOGIC Accounts"), the District's accountant is designated as an "Authorized Representative" of the District's with full power to take all actions associated with the District's TexSTAR and LOGIC Accounts;

WHEREAS, the District has determined not to amend its Second Amended and Restated Investment Policy, adopted on December 6, 2017; and

WHEREAS, the District's Second Amended and Restated Investment Policy has attached thereto as **Exhibit A**, a list of qualified broker/dealers that are authorized to engage in investment transactions with the District; and

WHEREAS, on December 2, 2020, the Board voted to replace such **Exhibit A**, with **Exhibit A-III**, which contained a revised list of qualified brokers that were authorized to engage in investment transactions with the District; and

WHEREAS, on December 7, 2022, the Board voted to replace such **Exhibit A-III**, with **Exhibit A-IV**, which contained a revised list of qualified brokers that were authorized to engage in investment transactions with the District; and

WHEREAS, on December 6, 2023, the Board voted to replace such **Exhibit A-IV** with **Exhibit A-V**, which contained a revised list of qualified brokers that were authorized to engage in investment transactions with the District; and

WHEREAS, on January 8, 2025, the Board voted to replace such **Exhibit A-V** with **Exhibit A-VI**, which contained a revised list of qualified brokers that were authorized to engage in investment transactions with the District.

Now Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MIDTOWN MANAGEMENT DISTRICT THAT:

Section 1. The Board hereby conducted the annual review of the District's Second Amended and Restated Investment Policy, adopted on December 6, 2017, (a copy of which is attached hereto as **Exhibit I**) and confirms that such investment policy shall remain in effect until modified by action of the Board.

Section 2. The Board hereby adopts the amended list of qualified brokers, attached hereto as **Exhibit A-VI**, which amended and replaced the Exhibit A adopted on December 6, 2017, as previously amended and replaced by Exhibits A-III, A-IV, A-V, and A-VI, to the Second Amended and Restated Investment Policy, a copy of which is attached hereto as **Exhibit I**; and confirms that same shall be in effect until modified by action of the Board.

Section 3. The Board hereby confirms that, for purposes of the District's participation in the LOGIC and TexSTAR investment pools, in accordance with the provisions of Section 3.04 of the Second Amended Investment Policy, the District's accountant, Melissa Morton, CPA of The Morton Accounting Services is designated as an "Authorized Representative" of the District with full power to take all actions associated with the District's LOGIC and TexSTAR Accounts, including (i) submittal of documents associated with such accounts; (ii) depositing and withdrawing money from such accounts; (iii) agreeing to terms of use for the website for online transactions associated with such accounts; and (iv) taking all other actions deemed necessary or appropriate for the investment of the District's funds.

Section 4. The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board.

[Signature page follows]

PASSED AND APPROVED this 3rd day of December, 2025.

Jeanette Criglar
Chair, Board of Directors

ATTEST:

Desmond Bertrand-Pitts
Secretary

(SEAL)

DRAFT

EXHIBIT I

SECOND AMENDED AND RESTATED INVESTMENT POLICY

OF

MIDTOWN MANAGEMENT DISTRICT

(See Attached)

DRAFT

SECOND AMENDED AND RESTATED INVESTMENT POLICY

This Amended and Restated Investment Policy (this “Policy”) is adopted by the Board of Directors of Midtown Management District (the “District”) pursuant to Chapter 2256 of the Texas Government Code, and is made effective as of the date set forth on the signature page hereof.

ARTICLE I PURPOSE

Section 1.01. Purpose.

This Policy with respect to District investments has been adopted to establish the principles and criteria by which the funds of the District should be invested and secured and to comply with various provisions of Texas law relating to the investment and security of funds of local government corporations (the “Investment Laws”). As of the date of the adoption of this Policy, the following laws are applicable to the investment of the District’s funds: Chapter 2256, Texas Government Code; Chapter 791, Texas Government Code; Chapter 2257, Texas Government Code; and Chapter 404.101 et seq., Texas Government Code. The Investment Laws generally provide the minimum criteria for the authorized investment and security of the District’s funds and require the District to adopt rules to ensure the investment of District funds in accordance with such laws. This Policy will specify the scope of authority of District Officials who are responsible for the investment of District funds.

ARTICLE II DEFINITIONS

Section 2.01. Definitions.

Unless the context requires otherwise, the following terms and phrases used in this Policy shall mean the following:

- (a) “Authorized Collateral” means any means or method of securing the deposit of District funds authorized by Chapter 2257, Texas Government Code.
- (b) “Authorized Investment” means any security which the District is authorized to invest under Chapter 2256, Texas Government Code.
- (c) “Board” means the Board of Directors of the District.
- (d) “Collateral” means any means or method of securing the deposit of District funds under Article IV hereof.
- (e) “Collateral Act” means Chapter 2257, Texas Government Code, as amended from time to time.
- (f) “Director” means a person appointed to serve on the Board of Directors of the District.

(g) “District Officials” means the Investment Officer, District Directors, officers, Employees, and persons and business entities engaged in handling the investment of District funds.

(h) “Employee” means any person employed by the District, but does not include independent contractors or professionals hired by the District as outside consultants, such as the District’s accountant, financial advisor or general counsel.

(i) “FDIC” means the Federal Deposit Insurance Corporation or any successor entity.

(j) “Investment Act” means Chapter 2256, Texas Government Code, as amended from time to time.

(k) “Investment Officer(s)” means the Director(s) or Employee(s) of the District (or the employee of an investing entity with whom the District has contracted to invest its funds) appointed from time to time by the Board to invest and reinvest the funds of the District held in its various accounts.

(l) “NCUSIF” means the National Credit Union Share Insurance Fund managed by the National Credit Union Administration, or any successor entity.

ARTICLE III INVESTMENT OFFICER

Section 3.01. Investment Officer.

From time to time, the District shall appoint one or more of its Directors or Employees to serve as Investment Officer(s) to handle the investment of District funds. The Investment Officer(s) shall be responsible for investing District funds in accordance with this Policy. The Investment Officer(s) shall invest the District’s funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the objectives set forth in Section 7.01 hereof.

Section 3.02. Training.

The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Act.

Section 3.03. Reporting by the Investment Officer and District Officials.

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer and District Officials shall prepare and submit to the Board a written report of the investment transactions for all funds of the District for the preceding reporting period. The report must (1) describe in detail the investment position of the District on the date of the report; (2) be prepared jointly by all the Investment Officers of the District, if the District appoints more than one; (3) be signed by all Investment Officers and District Officials who prepare the report; (4) contain a summary statement of each pooled fund group that states the beginning market value

for the reporting period, ending market value for the period, and fully accrued interest for the reporting period; (5) state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested; (6) state the maturity date of each separately invested asset that has a maturity date; (7) state the District fund for which each individual investment was acquired; and (8) state the compliance of the investment portfolio as it relates to this Policy and the Investment Act.

Section 3.04. Assistance with Certain Duties of the Investment Officer.

The Board hereby authorizes and directs the District's Accountant and any other District Officials requested by the Investment Officer to assist the Investment Officer(s) with any of his/her duties, including but not limited to the following:

1. Presenting a copy of this Policy to any person or business organization seeking to sell an investment to the District and obtaining the necessary written certification from such seller referred to in this section;
2. Handling investment transactions;
3. Preparing and submitting to the Board the written report of all investment transactions for the District as required by this section,
4. Researching investment options and opportunities;
5. Obtaining written depository pledge agreements as required herein;
6. Obtaining safe-keeping receipts from the Texas financial institution which serves as a depository for pledged Collateral; and
7. Reviewing the market value of the District's investments and of the Collateral pledged to secure the District's funds.

ARTICLE IV
PROCEDURES FOR INVESTMENT OF DISTRICT MONIES

Section 4.01. Qualified Broker/Dealers.

The Board hereby adopts the list of broker/dealers attached hereto as **Exhibit A**, as the qualified broker/dealers with whom the District may engage in investment transactions. In addition to annual review and adoption of such list each year pursuant to the adoption of this Policy, the Board may, by written resolution, revise, amend or supplement such list of qualified broker/dealers.

As authorized in the Investment Act, the Board hereby designates the Executive Director of the District and one other member of the Board as the "designated investment committee" (the "Designated Investment Committee"). The Designated Investment Committee shall, at its discretion, approve any successors or assigns of those certain broker/dealers listed in **Exhibit A** hereto.

Exhibit I - 4

Section 4.02. Disclosures of Relationships with Entities Offering to Enter into Investment Transactions with the District.

The Investment Officer(s) and the District Officials shall disclose in writing (a) any “personal business relationship” with a business organization offering to engage in an investment transaction with the District and (b) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, to any individual seeking to sell an investment to the District, as required by the Investment Act. The existence of a “personal business relationship” shall be determined in accordance with the Investment Act. Such disclosure statement shall be filed with the Board and the Texas Ethics Commission.

Section 4.03. Certifications from Sellers of Investments.

The Investment Officer(s) or the District Officials shall present this Policy to any person or business organization offering to engage in an investment transaction with the District and obtain a certificate stating that such potential seller has reviewed the Policy as provided in the Investment Act. This certificate shall be in a form acceptable to the District and shall state that the potential seller has received and reviewed the Policy and has acknowledged that the potential seller has implemented reasonable procedures and controls in an effort to preclude investment transactions with the District that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the District’s entire portfolio or requires an interpretation of subjective investment standards. Neither the Investment Officer nor the District Officials shall purchase or make an investment from a potential seller that has not delivered to the District this required certification. A form of certificate acceptable to the District is attached hereto as **Exhibit B**.

Section 4.04. Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods.

Section 4.05. Settlement Basis.

All purchases of investments, except investment in investment pools or in mutual funds, shall be made on a delivery versus payment basis. The safekeeping entity for all District investments and for all Collateral pledged to secure District funds shall be one approved by the Investment Officer(s).

Section 4.06. Monitoring of the Market Value of Investments and Collateral.

The Investment Officer(s), with the help of such District Officials as needed, shall determine the market value of each investment and of all Collateral pledged to secure deposits of District funds at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the investment report. The following methods shall be used:

(a) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.

(b) Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.

(c) Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:

(1) the lower of two bids obtained from securities broker/dealers for such security;

(2) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;

(3) the bid price published by any nationally recognized security pricing service; or

(4) the market value quoted by the seller of the security or the owner of such Collateral.

(d) Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two bids obtained from securities broker/dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in 4.06(c) hereof.

Section 4.07. Monitoring the Rating Changes in Investments.

Consistent with Section 2256.021 of the Investment Act, the Investment Officer shall monitor all investments that require a minimum rating under subchapter A of Chapter 2256, Texas Government Code, as amended, such that any such investment that does not have the minimum rating shall no longer constitute an authorized investment. Such investments that do not have the required minimum rating shall be liquidated within 30 days of the investment's failure to maintain its required minimum rating.

ARTICLE V PROVISIONS APPLICABLE TO ALL FUNDS

Section 5.01. Provisions Applicable to All Fund Groups.

A. All funds of the District shall be invested only in accordance with this Policy and shall comply with any additional requirements imposed by bond resolutions or trust indentures of the District and applicable state law or federal tax law, including the Investment Laws.

B. The Board, by separate resolution, may provide that the District's Executive Director or Investment Officer may withdraw or transfer funds from and to accounts of the District only in compliance with this Policy.

C. No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Assessment Revenue Fund, each Reserve Fund, and in the Operating Fund shall not be commingled or pooled for purposes of investment.

Section 5.02. Policy of Securing Deposits of District Funds -- Applicable to All Deposited District Funds.

A. The District recognizes that FDIC or NCUSIF (or their respective successors) insurance is available for District funds deposited at any one Texas Financial Institution (including branch banks) only up to a maximum of \$250,000 (including accrued interest) for each of the following: (i) demand deposits, (ii) time and savings deposits, and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders. It is the policy of the District that all deposited funds in each of the District's accounts shall be insured by the FDIC or NCUSIF, or their respective successors, and to the extent the deposit surpasses the FDIC or NCUSIF Deposit Insurance Coverage limit at any given time, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.

B. If it is necessary for the District's depositories to pledge Collateral to secure the District's deposits, (1) the Collateral pledge agreement must be in writing, (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee, (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same, and (4) the Collateral pledge agreement must be kept in the official records of the depository. The depository must provide the Investment Officer or District Officials with written proof of the depository's approval of the pledge agreement as required herein in a form acceptable to the District. A signed or certified copy of the minutes of the meeting of the depository's board or loan committee reflecting the approval of the Collateral pledge agreement or other written documentation of such approval acceptable to the Investment Officer will be accepted. It is the preference of the Board that all requirements of this section be met prior to the deposit of any District funds in such financial institution when a pledge of Collateral is required; however, the Board recognizes that compliance with this preference might not be practicable due to time constraints for making a deposit. In such event, the Board directs the Investment Officer and District Officials to proceed diligently to have such agreement approved and documented to assure protection of the District's funds. If the decision is made to forego the protection of a Collateral pledge agreement with any depository, the District's Executive Director shall be responsible for maintaining the balance of deposit(s) in such depository plus any accrued but unpaid interest at or below FDIC or NCUSIF insurance levels.

C. Collateral pledged by a depository shall be held in safekeeping at an independent third-party institution, and the District's administrator or Investment Officer shall obtain safekeeping receipts from the Texas financial institution or the safe-keeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the District. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's or NCUSIF's, or their successor's, insurance limits or the market value of the Collateral pledged as security for the District's deposits. It shall be acceptable for the District's administrator or Investment Officer to periodically receive interest on deposits to be deposited to the credit of

the District if needed to keep the amount of the funds under the insurance or Collateral limits. It is the preference of the Board that there be no sharing, splitting or cotenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and District Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The District's Executive Director or Investment officer shall monitor the pledged Collateral to assure that it is pledged only to the District, review the fair market value of the Collateral to ensure that the District's funds are fully secured, and report periodically to the Investment Officer and the Board regarding the Collateral.

D. The District's funds deposited in any Texas financial institution, to the extent that they are not insured, may be secured by the pledge of any of the following:

1. Surety bonds;
2. An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
3. A general or special obligation that is (a) payable from taxes, revenues, or a combination of taxes and revenues **and** (b) issued by a state or political or governmental entity, agency, instrumentality or subdivision of the state, including a municipality, an institution of higher education as defined by Section 61.003, Texas Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital;
4. A fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
5. A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act;
6. A letter of credit issued by a federal home loan bank; or
7. A security in which a public entity may invest under the Investment Act. As of the date of this Policy, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:
 - a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
 - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c. Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

d. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the FDIC, NCUSIF or by the explicit full faith and credit of the United States;

e. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

f. Certificates of deposit issued by a depository institution that has its main office or a branch office in the State of Texas that are (i) guaranteed by the FDIC or its successor or the NCUSIF or its successor, (ii) secured by the obligations in which the District may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the District;

g. Certificates of deposit made in accordance with the following conditions: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the District; (ii) the funds are invested by the District through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the District; (iii) the broker or the depository institution selected by the District under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the District under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) acts as custodian for the District with respect to the certificates of deposit issued for the account of the District;

h. Repurchase agreements that comply with the Investment Act;

i. Bankers' acceptances that comply with the Investment Act;

j. Commercial paper that complies with the Investment Act;

k. No-load money market mutual funds that comply with the Investment Act;

l. No-load mutual funds that comply with the Investment Act; and

m. Guaranteed investment contracts that comply with the Investment Act.

E. Notwithstanding anything to the contrary provided above, the following may not be used as Collateral and are not authorized as investments for the District under the Investment Act:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- c. Collateralized mortgage obligations that have a final stated maturity date of greater than 10 years other than those listed in Section 5.02.D.4 and 5.02.D.5 above; or
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Section 5.03. Diversification.

The Investment Officer may invest up to 100% of the funds of the District in any investment instrument authorized in this Policy.

ARTICLE VI
AUTHORIZED INVESTMENTS

Section 6.01. Authorized Investments.

Unless specifically prohibited by law or elsewhere by this Policy, District monies in any of its fund groups may be invested and reinvested only in investments under the Investment Act:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of the State of Texas or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

6. Bonds issued, assumed, or guaranteed by the State of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by:
 - a. The Federal Deposit Insurance Corporation or its successor; or
 - b. The National Credit Union Share Insurance Fund or its successor;
8. Interest-bearing banking deposits other than those described by Subsection 7 if:
 - a. The funds invested in the banking deposits are invested through (i) a broker with a main office or branch in this state and is selected from a list adopted by the District, or (ii) a depository institution with a main office or branch office in this state that the District selects;
 - b. The broker or depository institution selected as described by Subsection (a) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the District's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The District appoints as the District's custodian of the banking deposits issued for the District's account: (i) the depository institution selected as described by Subsection (1), (ii) an entity described by Section 2257.041(d) of the Texas Government Code, as amended; or (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-03.
9. Certificates of deposit issued by a depository institution that has its main or a branch office in the State of Texas and that are (i) guaranteed by the FDIC or its successor or the NCUSIF or its successor, (ii) secured by the obligations in which the District may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the District;
10. Certificates of deposit made in accordance with the following conditions:
 - (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the District;
 - (ii) the funds are invested by the District through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the District;
 - (iii) the broker or the depository institution selected by the District under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
 - (iv) the full amount of the principal and accrued interest of each of the certificates of deposit

is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the District under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) acts as custodian for the District with respect to the certificates of deposit issued for the account of the District;

11. Repurchase agreements that comply with the Investment Act;
 12. Bankers' acceptances that comply with the Investment Act;
 13. Commercial paper that complies with the Investment Act;
 14. No-load money market mutual funds that comply with the Investment Act;
- and
15. No-load mutual funds that comply with the Investment Act;
 16. Investment Pools which meet the requirements set forth in Section 2256.016 and Section 2256.019 of the Texas Government Code, as amended and which are specifically authorized by a resolution that is approved by the Board; and
 17. With respect to bond proceeds, guaranteed investment contracts that comply with the Investment Act.

Section 6.02. Prohibited Investments.

Notwithstanding anything to the contrary stated herein, no funds of the District may be invested in the following or in any other type of investment prohibited by the Investment Act or other applicable law:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

Section 6.03. Investment of Funds Related to District.

Anything in this Policy to the contrary notwithstanding, to the extent that any funds are held by a trustee under a trust indenture relating to the District's debt, such funds may be invested as provided by the resolution authorizing the issuance of the bonds or the related trust indenture.

ARTICLE VII INVESTMENT STRATEGIES

Section 7.01. Strategy Applicable to All Funds.

The District's general investment strategy for all fund groups shall be to invest such monies from such fund groups so as to accomplish the following objectives, which are listed in the order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the District;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Section 7.02. Investment Strategy for the Operating Fund.

Funds in the Operating Fund shall be invested to meet the operating and cash flow requirements of the District as determined by the annual operating budget adopted by the Board. Operating funds shall not be invested for longer than three (3) years.

Section 7.03. Investment Strategy for the Assessment Reserve Fund.

Funds in the Assessment Reserve Fund shall be invested to meet the operating and cash flow requirements of the District as determined by the annual operating budget adopted by the Board. Assessment Reserve Funds shall not be invested for longer than three (3) years.

ARTICLE VIII MISCELLANEOUS

Section 8.01. Annual Review.

The District shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Investment Policy without amendment or adopt an Amended Investment Policy.

Section 8.02. Superseding Clause.

This Policy supersedes any prior policies adopted by the Board of Directors regarding investment or securitization of District Funds.

Section 8.03. Open Meeting.

The Board officially finds, determines and declares that this Investment Policy was reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at a place readily accessible and convenient to the public within the boundaries of the District and on a bulletin board located at a place convenient to the public in Harris County, Texas for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Policy was discussed, considered and acted upon. The Board further ratifies, approves and confirms such written notice and the contents and posting thereof.

DRAFT

Adopted the 6th day of December, 2017.

Reviewed and confirmed on the 5th day of December, 2018.

Reviewed and confirmed on the 4th day of December, 2019.

Reviewed and confirmed on the 2nd day of December, 2020.

Reviewed and confirmed on the 1st day of December, 2021.

Reviewed and confirmed on the 7th day of December, 2022.

Reviewed and confirmed on the 6th day of December, 2023.

Reviewed and confirmed on the 8th day of January, 2025.

Reviewed and confirmed on the 3rd day of December, 2025.

Vacant

Erika Butler

Gloria Haney

Vacant

Vacant

Vacant

Vacant

Marylene Chan

Ryan M. LeVasseur

Christopher Johnston

Maggie Segrich

Jeanette Criglar

Desmond Bertrand-Pitts

Kelly Young

Lewis Goldstein

Vacant

Vacant

EXHIBIT A-VI

LIST OF AUTHORIZED QUALIFIED BROKERS

1. Amegy Bank National Association
2. American First National Bank
3. Bank of America Corporation
4. Bank of America National Association
5. Bank of Houston
6. Bank of Texas (BOKF, National Association)
7. BBVA Compass Bank
8. Beal Bank, SSB
9. BOKF Financial
10. Capital Bank, N.A.
11. Capital One National Association
12. Capital Markets Groups Inc.
13. Cathay Bank
14. Central Bank
15. Chase Investments Services Corp
16. Chasewood Bank
17. Citibank, National Association
18. City Bank
19. Comerica Bank
20. Commercial State Bank
21. Community Bank of Texas, N.A.
22. CUNA
23. East West Bank
24. Edward Jones Investments
25. Encore Bank National Association
26. Enterprise Bank and Trust Company
27. FirstBank & Trust Company
28. First Bank of Missouri City
29. First Bank of Texas
30. First Community Bank, N.A.
31. First Citizens Bank
32. First-Citizens Bank & Trust Company
33. *Intentionally Deleted*
34. *Intentionally Deleted*
35. First National Bank Texas
36. First National Bank Bastrop
37. Frost Bank
38. Golden Bank, National Association
39. Green Bank National Association
40. Guaranty Bank and Trust
41. Hilltop Securities
42. Houston Community Bank National Association

43. Icon Bank of Texas, National Association
44. Independence Bank National Association
45. Integrity Bank, SSB
46. International Bank of Commerce
47. Invesco National Trust Company
48. JPMorgan Chase Bank
49. J.P. Morgan Securities, LLC
50. Legacy Texas Bank
51. Legg Mason, Inc.
52. Liberty Bank and Trust Company
53. Logic Investment
54. Lone Star Bank
55. Lone Star Investment Pool
56. Masterson Advisors
57. Memorial City Bank
58. Mercantil Commerce Bank, National Association
59. Merchants Bank
60. Metro Bank National Association
61. MidSouth Bank, National Association
62. Moody National Bank
63. Morgan Keegan, Inc.
64. Morgan Stanley
65. NewFirst National Bank
66. Northern Trust, National Association
67. Omnibanc National Association
68. Patriot Bank
69. Plains State Bank
70. PNC Bank, National Association
71. Preferred Bank
72. Prime Way Federal Credit Union
73. Prosperity Bank
74. Regions Bank
75. Security State Bank
76. Southwestern National Bank
77. Spirit of Texas Bank
78. State Bank of Texas
79. Stellar Bank
80. State Street Bank and Trust
81. Texan Bank
82. Texas Capital Bank, National Association
83. Texas Citizens Bank, National Association
84. Texas CLASS Bank
85. Texas First Bank
86. Texas Gulf Bank, National Association
87. Texas State Bank
88. TexPool/TexPool Prime

89. TexSTAR Investment Pool
90. The Bank of River Oaks
91. Trustmark National Bank
92. Tri-Star Financial
93. UBS Financial Services Inc.
94. US Bank National Association
95. Unity National Bank of Houston
96. Vista Bank Texas
97. Wallis State Bank
98. Wells Fargo Advisors, LLC
99. Wells Fargo Bank South Central, National Association
100. Wells Fargo Bank, National Association
101. Whitney Bank
102. WoodForest National Bank

DRAFT

Exhibit B

**CERTIFICATE OF COMPLIANCE FROM SELLERS OF INVESTMENTS
AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT**

To: Midtown Management District (the "District")

From: _____

[Name of the person offering or the
"qualified representative of the
business organization" offering to
engage in an investment transaction
with the District]

[Office such person holds]

of: _____ (the "Business Organization")
[name of financial institution, business organization or investment pool]

Date: _____, 20____

In accordance with the provisions of Chapter 2256 of the Texas Government Code, I hereby certify that:

1. I am an individual offering to enter into an investment transaction with the District or a "qualified representative" of the Business Organization offering to enter an investment transaction with the District, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Investment Act"), and that I meet all requirements under such act to sign this Certificate.
2. I or the Business Organization, as applicable, anticipate selling to the District investments (the "Investments") that comply with the Investment Act and the District's Investment Policy as amended and restated last on December 6, 2017 (collectively, the "Investment Policy").
3. I or a registered investment professional that services the District's account, as applicable, have received and reviewed the Investment Policy, which the District has represented is the complete Investment Policy of the District now in full force and effect. The District has further acknowledged that I or the Business Organization, as applicable, may rely upon the Investment Policy until the District provides me or the Business Organization, as applicable, with any amendments to or any newly adopted form of the Investment Policy.
4. I or the Business Organization, as applicable, have/has implemented reasonable procedures and controls in an effort to preclude investment transactions between

the District and me or the Business Organization, as applicable, that are not authorized by the Investment Policy, except to the extent that this authorization is dependent upon an analysis of the District's entire portfolio or requires an interpretation of subjective investment standards.

- 5. I or the Business Organization, as applicable, have/has reviewed or will review prior to sale, the terms, conditions and characteristics of the investments to be sold to the District and determined (i) that each of the Investments is an authorized investment for local governments under the Investment Act and (ii) each of the Investments is an authorized investment under the Investment Policy. The Business Organization makes no representation as to whether any limits on the amount of District monies to be invested in the Investments exceeds or in any way violates the Investment Policy.
- 6. The Business Organization makes no representations or guarantees regarding the prudence, reasonableness or adequacy of the Investment Policy.
- 7. The Business Organization has attached hereto, for return to the District, or will provide a prospectus or disclosure document for each of the Investments other than certificates of deposit and direct obligations of the United States.

DRAFT

By: _____
Name: _____
Title: _____



CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 6/26/2025

Change Order No.: 1

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

Notice to Proceed	4/21/2025	REVISED CONTRACT AMOUNT	
Duration	150	Original Contract Amount:	\$1,003,155.15
Completion Date	9/18/2025	Previous Contract Amount:	\$1,003,155.15
Time added by Change Order	-25	Amount This Change Order:	(\$267,062.68)
Revised Completion Date	8/24/2025	Revised Contract Amount:	\$736,092.47

1. GENERAL STATEMENT OF CHANGE:

This order covers the contract modification as follows:
See attachment.

2. TIME: Reduction of time to reflect removal of Gray Street scope.

The work covered by this change order shall be performed under the same terms and conditions as included in the original construction contract.

Changes Approved:

Changes Recommended:

Midtown Management District

IDS Engineering Group

Owner

Engineer

By: _____

By: *Carol D. Harrison* 07/17/2025

(Date)

(Date)

Landscape Art, Inc.

Contractor

By: *Rebecca Dubinski* 7/15/2025

(Date)

CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 6/26/2025

Change Order No.: 1

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

ADDITIONAL ITEMS

3. CONTRACT DRAWING REVISIONS:

None

4. CONTRACT DOCUMENTS REVISIONS:

None

5. CONTRACT PRICE REVISIONS:

Revise the quantity of the following Bid Items, which is part of the Contract:

Bid Item No. 2: Landscape Maintenance

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
4.0	MO	\$4,183.50	\$16,734.00	4.0	\$14,181.72	(\$2,552.28)

Bid Item No. 5a: Traffic Control - Gray Street

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
1.0	L.S.	\$3,918.00	\$3,918.00	0.0	\$0.00	(\$3,918.00)

Bid Item No. 7: Sidewalk Pavers

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
54.0	S.F.	\$436.52	\$23,572.08	0.0	\$0.00	(\$23,572.08)

CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 6/26/2025

Change Order No.: 1

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

Bid Item No. 8: Ramp Pavers

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
52.0	S.F.	\$49.84	\$2,591.68	0.0	\$0.00	(\$2,591.68)

Bid Item No. 9: Street Name Pavers (Tile)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
120.0	S.F.	\$100.33	\$12,039.60	0.0	\$0.00	(\$12,039.60)

Bid Item No. 10: Street Name Pavers (Colored Concrete)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
250.0	S.F.	\$93.01	\$23,252.50	0.0	\$0.00	(\$23,252.50)

Bid Item No. 11: Turf

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
12,303.0	S.F.	\$1.32	\$16,239.96	0.0	\$0.00	(\$16,239.96)

Bid Item No. 12: Ground Cover

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
7,357.0	S.F.	\$8.82	\$64,888.74	0.0	\$0.00	(\$64,888.74)

CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 6/26/2025

Change Order No.: 1

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

Bid Item No. 13: Planting Soil and Hardwood Mulch, Irrigation Ground Cover

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
7,357.0	S.F.	\$2.62	\$19,303.68	0.0	\$0.00	(\$19,303.68)

Bid Item No. 13a: Irrigation Ground Cover

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
7,357.0	S.F.	\$12.50	\$91,934.16	0.0	\$0.00	(\$91,934.16)

Bid Item No. 33a: Hand Watering - Gray Street

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
1.0	L.S.	\$6,770.00	\$6,770.00	0.0	\$0.00	(\$6,770.00)

TOTAL AMOUNT OF CHANGE ORDER NO. 1**(\$267,062.68)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1337678

Date Filed:
 07/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Landscape Art, Inc.
 League City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Midtown Management District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 1174-015-05 Midtown Refresh
 Midtown Streetscape Refresh -
 Change Order No. 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Rebecca Dubiski, and my date of birth is 3/2/1988.

My address is 2303 Dickinson Avenue, League City, TX, 77573, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 16th day of July, 2025.
(month) (year)

Rebecca Dubiski

Signature of authorized agent of contracting business entity
 (Declarant)



CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 10/27/2025

Change Order No.: 2

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

Notice to Proceed	4/21/2025	REVISED CONTRACT AMOUNT	
Duration	150	Original Contract Amount:	\$1,003,155.15
Completion Date	9/18/2025	Previous Contract Amount:	\$736,092.47
Time added by Change Order No. 1	-25	Amount This Change Order:	(\$0.00)
Time added by Change Order	60	Revised Contract Amount:	\$736,092.47
Revised Completion Date	11/17/2025		

1. GENERAL STATEMENT OF CHANGE:

This order covers the contract modification as follows:
See attachment.

2. TIME: 60 calendar days will be added to the contract to complete the additional requested work.

The work covered by this change order shall be performed under the same terms and conditions as included in the original construction contract.

Changes Approved:

Changes Recommended:

Midtown Management District

IDS Engineering Group

Owner

Engineer

By: _____

By: *Carol D. Harrison* 11/12/2025

(Date)

(Date)

Landscape Art, Inc.

Contractor

By: *[Signature]* 11/06/2025

(Date)

CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 10/27/2025

Change Order No.: 2

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

ADDITIONAL ITEMS

3. CONTRACT DRAWING REVISIONS:

None

4. CONTRACT DOCUMENTS REVISIONS:

None

5. CONTRACT PRICE REVISIONS:

Revise the quantity of the following Bid Items, which is part of the Contract:

Bid Item No. 19: Hydro-mulch (McGowen)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
80,709.0	S.F.	\$0.64	\$51,653.76	35,419.94	\$22,668.76	(\$28,985.00)

Bid Item No. 20: Ground Cover (McGowen)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
1,647.0	S.F.	\$9.74	\$16,041.78	1,564.00	\$15,233.36	(\$808.42)

Bid Item No. 21a: Planting Soil and Hardwood Mulch (McGowen)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
1,647.0	S.F.	\$2.76	\$4,540.78	1,563.91	\$4,311.70	(\$229.08)

CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 10/27/2025

Change Order No.: 2

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

Bid Item No. 21b: Irrigation (McGowen)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
1,647.0	S.F.	\$12.30	\$20,263.04	1,573.40	\$19,357.51	(\$905.53)

Bid Item No. 23: Tree Grate (Repair Allowance)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Add Cost</u>
23.0	EA.	\$175.00	\$4,025.00	110.0	\$19,250.00	\$15,225.00

Bid Item No. 24: Tree Grate (Replacement)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Add Cost</u>
3.0	EA.	\$9,974.00	\$29,922.00	8.0	\$79,792.00	\$49,870.00

Bid Item No. 28: Ground Cover (Elgin)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
14,619.0	S.F.	\$8.63	\$126,161.97	12,457.0	\$107,503.91	(\$18,658.06)

Bid Item No. 29a: Planting Soil and Hardwood Mulch (Elgin)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
14,619.0	S.F.	\$2.59	\$37,857.68	12,456.5	\$32,257.68	(\$5,600.00)

CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 10/27/2025

Change Order No.: 2

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

Bid Item No. 29b: Irrigation for Ground Cover (Elgin)

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
14,619.0	S.F.	\$11.69	\$170,901.64	12,457.1	\$145,627.64	(\$25,274.00)

Bid Item No. 33c: Remaining Contingency

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
1.0	L.S.	\$92,515.02	\$92,515.02	0.52	\$48,100.00	(\$44,415.02)

Add the following items:

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2A	110	EA.	\$138.00	Tree Grate Repair (Weld Flat Bar)	\$15,180.00

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2B	8	EA.	\$418.00	Tree Grate Repair (Raise Frame)	\$3,344.00

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2C	10	EA.	\$816.00	Crepe Myrtle (65g)	\$8,160.00

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2D	230	S.F.	\$49.71	Paver repair, Includes a 4" Concrete Sub Base.	\$11,432.77

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2E	270	S.F.	\$15.50	Additional Paver Repair	\$4,184.00

CONTRACT CHANGE ORDER

Project: Midtown Streetscape Refresh

Date: 10/27/2025

Change Order No.: 2

Project No.: 1174-015-05

Contract No.: 1

Owner: Midtown Management District

Contractor: Landscape Art, Inc.

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2F	60	S.F.	\$8.25	Furnish and Install Black Star Gravel	\$495.00
<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2G	11	EA.	\$272.73	Pick up and install planter pots to designated locations (not including irrigation, drainage gravel, soil, and plants)	\$3,000.00
<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2H	18	EA.	\$318.15	Install drainage gravel, soil, and planting in existing or relocated planter pots (not including irrigation)	\$5,726.70
<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2I	11	EA.	\$275.24	Install irrigation for relocated planter pots	\$3,027.64
<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO2J	2	EA.	\$2,615.00	Furnish and install 1" PVB Backflow Preventer with Enclosure, including PVC pipe, fittings, and concrete pad.	\$5,230.00

TOTAL AMOUNT OF CHANGE ORDER NO. 2**(\$0.00)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1380811

Date Filed:
10/23/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Landscape Art, Inc.
League City , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Midtown Management District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1174-015-05
Midtown Streetscape Refresh

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	N/A			

5 Check only if there is NO Interested Party.

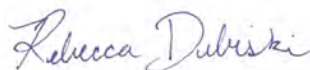
6 UNSWORN DECLARATION

My name is Rebecca Dubiski, and my date of birth is 03/02/1988.

My address is 2303 Dickinson Avenue, League City, TX, 77573, U.S.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 23rd day of October, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**AGREEMENT BY AND BETWEEN
MIDTOWN MANAGEMENT DISTRICT
AND
LAWN MANAGEMENT COMPANY LLC
FOR FIELD MAINTENANCE SERVICES**

This Agreement for Field Maintenance Services (this “*Agreement*”) is made by and between the MIDTOWN MANAGEMENT DISTRICT (the “*District*”), a municipal management district created and operating pursuant to and under the authority of Chapter 3809, Texas Special District Local Laws Code, as amended, and Chapter 375, Texas Local Government Code, as amended, and LAWN MANAGEMENT COMPANY LLC (the “*Contractor*”), a Texas limited liability company, and shall be effective as of January 1, 2026 (the “*Effective Date*”).

WITNESSETH:

WHEREAS, on October 1, 2025, the Board of Directors of the District (the “*District Board*”) adopted an order approving a ten-year Service and Improvement Plan and Assessment Plan for the District (2025-2034) (the “*Service Plan*”); and

WHEREAS, the District consists of a mixed-use urban area commonly known as “Midtown,” located generally between the Houston Central Business District and the Texas Medical Center and depicted in Exhibit C attached hereto; and

WHEREAS, in accordance with its Service Plan, the District has established a Services and Maintenance program to support the revitalization and redevelopment of the District; enhance the District’s pedestrian nature, viability, and image by providing well-maintained public spaces and rights-of-way; and promote the health, safety, welfare, and enjoyment of the public; and

WHEREAS, the District Board has established a Midtown Field Maintenance Services Project (the “*Project*”) to further the above-stated goals of the Services and Maintenance program within Midtown; and

WHEREAS, to implement the Project, the District Board has determined that it is in the District’s best interest to enter into this Agreement pursuant to which the District will engage the Contractor to provide certain landscape and maintenance services and general cleanup services, including the removal of trash, debris and other unsightly objects in the public spaces and rights-of-way of the streets throughout Midtown; and

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

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

Section 1. **Definitions**

The terms “*Agreement*,” “*Contractor*,” “*District*,” “*District Board*,” “*Effective Date*,” “*Midtown*,” “*Project*,” and “*Service Plan*” shall have the meanings assigned them in the

introductory paragraphs of this Agreement. Unless otherwise set forth herein, all capitalized terms used herein shall have the following meanings:

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

“*City*” means the City of Houston, Texas.

“*Executive Director*” means the individual serving as the executive director of the District and includes his or her designated representative.

“*Expenses*” means those reasonable and necessary out-of-pocket costs expressly authorized in writing by the Executive Director or the District Board in accordance with the terms of this Agreement.

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

“*State*” means the State of Texas.

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

Section 2. Service Area

The services referenced herein are to be provided in Midtown (the “*Project Site*”). The current boundary for Midtown is south of the Pierce Elevated Freeway (I.H. 45), west of U.S. 59/State Highway 288, north of U.S. 59 and east of Spur 527, all as more specifically depicted in the map attached hereto as Exhibit C.

Section 3. Engagement of Contractor and Scope of Services

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

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

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

(d) Contractor agrees that any personnel provided by it in the performance of this Agreement shall be experienced, competent, and careful workers skilled in the duties necessary to

provide the services required under this Agreement. The District may demand the replacement of any of Contractor's personnel who, in the District's sole discretion, do not meet the standards for safety, professionalism, or horticultural knowledge required to fulfill the requirements of this Agreement.

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

Section 4. **Compensation**

(a) The District will pay the Contractor a sum not to exceed **FIFTY-ONE THOUSAND FIFTY-SEVEN DOLLARS AND THIRTEEN CENTS (\$51,057.13)** per month as compensation for the performance of Basic Contract Services under this Agreement. Compensation for a partial month shall be prorated based on 260 workdays per year and Contractor shall be paid for the days for which services were provided at the prorated amount.

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

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

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

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

(f) The District may from time-to-time request that Contractor provide certain Supplemental Contract Services. As compensation for such Supplemental Contract Services, the District shall pay Contractor a daily rate of \$992.00 for the services of four workers to work eight hours per day. The District shall pay Contractor a one-half day rate of \$496.00 for the services of four workers to work four hours per day.

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

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

Midtown Management District
Attention: David Thomas
410 Pierce Street, Suite 355
Houston, TX 77002

Section 5. **Reimbursement of Expenses**

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

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

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

Section 6. **Workmanship and Inspection**

The Contractor warrants that all work shall be performed in a good and workmanlike manner and to the satisfaction of the District and in complete accordance with the specifications set forth in this Agreement, including Exhibits A and B attached hereto. The District may conduct periodic random inspections of the work performed. At its option, the District may require joint inspections with the Contractor at a mutually convenient date and time or upon at least twenty-four (24) hours prior written notification to the Contractor of the date and time of a joint inspection.

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

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

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

Section 8. **Authorization to Begin Work**

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

Section 9. **Term and Termination**

(a) The initial term of this Agreement shall commence on the Effective Date and remain in effect until December 31, 2026 (the “*Initial Term*”), unless otherwise terminated as provided herein. At the conclusion of the Initial Term, this Agreement shall automatically renew as a month-to-month agreement, unless otherwise terminated as provided herein. Additionally, this Agreement may be renewed or extended by a majority vote of the District Board for two (2) additional one (1) year periods on the same terms and conditions as set forth herein or such other terms and conditions as the District Board deems appropriate.

(b) The District may terminate this Agreement at any time with or without cause by giving 30 days’ written notice to Contractor. On receiving such notice of Termination, Contractor shall, unless the notice directs otherwise, discontinue all services under this Agreement 30 days after receipt of such notice. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR’S ONLY REMEDIES FOR THE DISTRICT’S EXERCISE OF IT’S RIGHT TO TERMINATE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SERVICES RENDERED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE DISTRICT’S TERMINATION.

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

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

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

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

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

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

Section 10. **Insurance**

(a) With no intent to limit Contractor's liability or obligation for indemnification, Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement and shall take appropriate action to ensure that the District and the City are named as additional insureds under Contractor's insurance policies. All such insurance policies shall be obtained from insurance companies with a rating of B+ or better and a financial size category of Class VI or better, according to the current year's BEST rating.

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

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

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

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

Section 11. **Indemnification and Release**

A. INDEMNITY FOR PERSONAL INJURIES. THE CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE DISTRICT AND THE CITY, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "INDEMNIFIED PERSONS"), FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY ACT, ERROR, OR OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS,

AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHOMSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF THE CONTRACTOR'S WORK, SERVICES, AND OPERATIONS IN CONNECTION HEREWITH, INCLUDING OPERATIONS OF SUBCONTRACTORS, IF ANY, AND THE ACTS, ERRORS, OR OMISSIONS OF EMPLOYEES OR AGENTS OF THE CONTRACTOR.

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

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

Section 12. **Cooperation/Inspection of Records/Audits**

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

Section 13. **Personal Liability of Public Officials**

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

Section 14. **Notices**

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

IF TO THE DISTRICT: Midtown Management District

Attention.: Chair, Board of Directors
410 Pierce Street, Suite 355
Houston, Texas 77002

with a copy to: Bracewell LLP
Attention: Clark Lord
711 Louisiana Street, Suite 2300
Houston, Texas 77002

IF TO THE CONTRACTOR: Lawn Management Company, LLC
Attention: Amanda Avila
2048 Johanna Drive
Houston, Texas 77407

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

Section 15. **Successors and Assigns**

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

Section 16. **Governing Law**

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

Section 17. **Compliance with Certain State Law Requirements**

(a) Contractor hereby certifies that Contractor is not delinquent in a tax owed to the State under Chapter 171, Texas Tax Code.

(b) Contractor makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Contractor, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations.

(c) Contractor 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, Government Code, as amended, and the rules promulgated by the Texas Ethics Commission ("*Form 1295*"), in connection with entry into this Agreement. Upon receipt of Contractor's Form 1295, District agrees to acknowledge Contractor's Form 1295 through its electronic filing application. District and Contractor understand and agree that, with the exception of information identifying Contractor and the contract identification number, District is not responsible for the information contained in Contractor's Form 1295 and District has not verified such information.

(d) Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(e) Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(f) Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(g) Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 18. **Amendments and Waivers**

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

Section 19. **Dispute Resolution**

(a) In the event of any claim, dispute or controversy arising out of or relating to the implementation of or performance of this Agreement (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of tort, contract, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, for damages or any other relief) (all of which are referred to herein as “*Disputes*”) which the District and Contractor have been unable to resolve within thirty (30) days after such Dispute arises, an authorized representative of Contractor shall meet with the Executive Director at a mutually agreed upon time and place not later than thirty (30) days after such Dispute arises to attempt to resolve such Dispute. In the event such representatives are unable to resolve any such Dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such Dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the Dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years’ experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. Any mediated settlement agreement is subject to final approval by the District Board.

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

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

Section 20. **Exhibits: Titles of Articles, Sections and Subsections**

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

Section 21. **Entire Agreement**

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature page follows]

DRAFT

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

MIDTOWN MANAGEMENT DISTRICT

By: _____

Name: _____

Title: Executive Director

LAWN MANAGEMENT COMPANY LLC

By: Brandon Crumpler

Name: Brandon Crumpler

Title: Vice President of Operations

DRAFT

EXHIBIT A

**Midtown Field Maintenance Services Project
Scope of Services**

(General Provisions)

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

Section 1. Contractors Staff and Responsibilities

(a) Contractor shall provide all personnel, materials, tools, equipment, and services required to provide daily maintenance, landscaping and general cleanup services including but not limited to mowing, edging, weeding, blowing, hand irrigation, power washing, tree trimming, trash collection, debris and litter removal (“*Field Maintenance Services*”) in public spaces and rights-of-way in Midtown

(b) Contractor will provide at least eight full-time employees who shall be assigned solely to perform Field Maintenance Services on behalf of Midtown at least five days a week. Each full-time employee shall work a minimum of 40 hours per week within the District and shall at all times be dressed appropriately (specifically, employees shall wear a Midtown uniform consisting of a shirt and vest containing the District’s name and logo, which shirt and vest will be supplied by the District).

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

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

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

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

(g) Contractor’s irrigation technician shall be licensed by the appropriate authority and have a minimum of five years of experience in irrigation operation and repairs for projects with two (2) wire systems. All irrigation maintenance and repairs shall be performed by, or under the direct supervision of, a Certified Irrigation Technician (CIT) or Certified Irrigation Auditor.

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

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

Section 2. Communication between District and Contractor

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

(b) Contractor shall provide weekly written reports in form and substance as is required by the Executive Director. The form, substance and frequency of such reports shall be in the sole discretion of and may be changed periodically by the Executive Director. Contractor shall be given at least 1-week advance notice of such changes in reporting requirements.

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

(d) Contractor shall, upon request, meet with the Executive Director to assess the site conditions on-site and any items of concern regarding the Agreement. Contractor shall receive notice of such request in accordance with Section 6 of the Agreement.

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

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

Section 3. Performance

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

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

Section 4. Schedule and Frequency

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

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

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

Section 5. Equipment

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

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

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

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

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

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

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

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

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

Section 6. **Safety**

(a) All employees or agents of Contractor who are required to perform services required under this Agreement shall complete the Rail Safety Training provided by METRO prior to beginning performance of such services. Contractor must establish METRO-approved training and safety measures prior to completing any work in the Main Street Promenade in Midtown.

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

Section 7. **Supplemental Contract Services**

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

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

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

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

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

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

EXHIBIT B

**Midtown Field Maintenance
Services Specifications**

Scope of Services

(Specific Provisions)

ARTICLE 1 - HORTICULTURE EXPECTATIONS

1.1. SUMMARY

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

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

1.2. TURF CARE

A. DEFINITION

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

B. GENERAL CARE

1. Mowing: During periods of cool weather (when the soil temperature is below 64-degree Fahrenheit), mow at 2.5 inches height (with exception to scalping lawn in preparation for winter rye). However, during hot weather (when soil temperature average is above 64-degree Fahrenheit), the cut height should be no lower than 3” from the soil. Mowing is to be performed per the Frequency Schedule.
2. Lawns must not be scalped- no more than 1/3 of the existing top growth shall be removed in one mowing occurrence. If more than that is removed, remove or catch clippings that remain on lawn surface for more than four hours.
3. Excessively wet areas, where equipment will track up or damage the turf, shall be avoided. The contractor will be responsible for any damage that is result of mowing in wet areas including as well as associated repairs of damaged areas, which includes but is not limited to the following: reseeding, turf replacement, and regrading of any disturbed topography. It is recommended to use a string trimmer in such areas.
4. When trimming or edging, utilize sharp blades to give a crisp appearance along walks, curbs, tree rings, shrub beds and permanent structures.
5. When trimming, use string trimmers around nonliving structures and objects. Do not allow turf to be trimmed shorter with a string trimmer than other turf areas mowed within the same day.
6. When edging, never use trimmers around tree and shrub trunks where girdling trunk damage is possible. Maintain a 6’ diameter mulch ring at the tree trunk.
7. Watering: Provide a regular, deep watering program. The established turf should not be kept wet it should slightly dry out between watering.
8. In areas of established turf, do not allow the lawn to grow over tree ball and saucer rim. Maintain height of grass at tree trunk with hand clippers or trimmer. Keep saucer rings neat and uniform in size and appearance.
9. Fertilize lawns as required during the year as per the schedule.

C. FERTILIZATION

1. Contractor to apply fertilizer in the parks based on the results of the soil test reports and frequency schedule.

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

D. MISCELANEOUS

1. Mowers shall catch debris to be bagged and removed from the site (with the exception of Baldwin Park where the Contractor shall bag all leaves and shall use a mulcher blade for the grass blades). Any additional debris is to be hand raked, bagged, and removed and disposed of off-site.

E. TURF AERATION

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

1.3. TREE CARE

A. DEFINITION

1. Trees are large woody plants that typically have trunk(s) supporting a canopy of branches and leaves. Unlike shrubs, trees generally grow taller

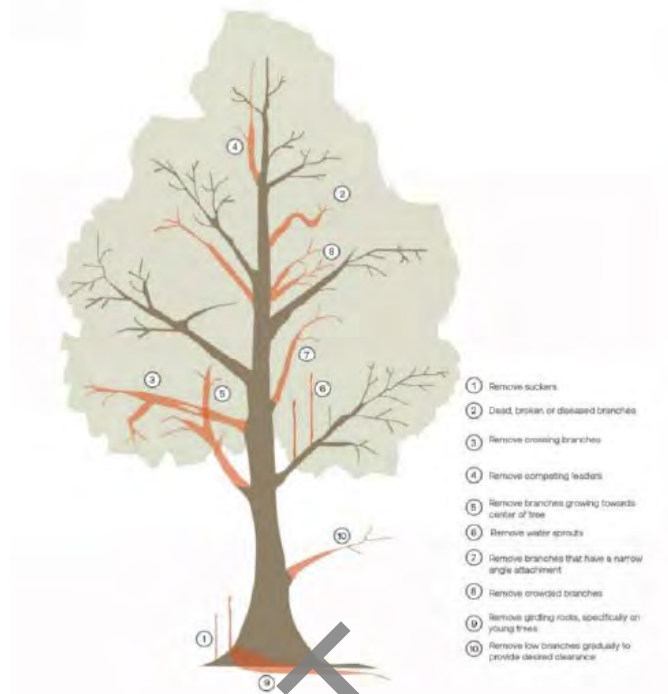
and have a more defined structure with a prominent central trunk. They can be either deciduous, shedding their leaves annually, or evergreen, retaining their foliage year-round. Trees are often used in landscaping for their ability to provide shade, enhance aesthetic appeal, and contribute to the ecological balance by producing oxygen and offering habitats for wildlife.

B. GENERAL PRUNING

1. All ornamental trees shall be pruned under the direction of a certified arborist in a natural format. The contractor must follow ANSI A300 pruning standards and develop prescription pruning specifications that define both short term and long-term objectives.
 - a. Location of the tree to be pruned.
 - b. Conditions of concern
 - c. Pruning Objectives
 - d. Pruning Systems
 - e. Pruning cut types
 - 1) Reduction: This type of cut shortens a branch by cutting the terminal portion back to a living lateral branch of equal or smaller diameter. This is the most common type of cut that should be utilized to reduce weight load and to manage tree growth.
 - 2) Removal: This type of cut removes a branch back to a larger branch or back to the trunk.
 - 3) Heading: This type of cut is made to a lateral branch that is smaller than one third the diameter of the cut or a node between branches. This type of cut should only be utilized in rare circumstances (i.e. storm damage rejuvenation).
 - f. Diameter range and cut quantity
 - g. Location in crown of parts to be removed.
2. Suckers on trees and broken, damaged, or obstructing limbs of trees must be continually removed from trees. Suckers are to be removed to a height of six feet.
3. If applicable, limbs shall be pruned to allow for a clearance height of eight feet over sidewalks and 14 feet over roads. New trees do not need to meet this requirement upon installation unless there is a visible and potential

concern. Reduction cuts can be made to the lower limbs until the tree has developed enough caliper to remove.

4. It is NEVER an acceptable form of pruning to only remove the lowest branch as a form of annual pruning.
5. Trees adjacent to buildings must be pruned so that they maintain at a minimum 3' clearance from any building facade through a process of annual reduction cuts.
6. When appropriate, Contractor should remove dead or damaged branches to maintain the natural form of the plant and create the effect intended by the design vision.
7. “*Topping Cuts*,” i.e., removal of the trees’ central leader(s) and upper branches, in large trees will not be tolerated. Trees given Topping Cuts must be replaced by the Contractor, at no cost to the District, with a specimen of the same size and species. If height is a concern (i.e. trees next to building or signage), reduction cuts should be made early on to deter the height or to manage the shape.
8. Crape Myrtles should never be given Topping Cuts or pollarded, but, like other tree species, should be pruned to retain a dominant leader with lateral branching.
9. “*Lion Tailing*” is the act of curating abnormal limb clearance around the primary stem(s) of a tree. Lion Tailing will not be tolerated. Please refer to the appropriate live crown ratios established for each tree typology.
10. Tree trimming must utilize the three-cut method on limbs larger than 1 inch to reduce risk of branch “peeling.”



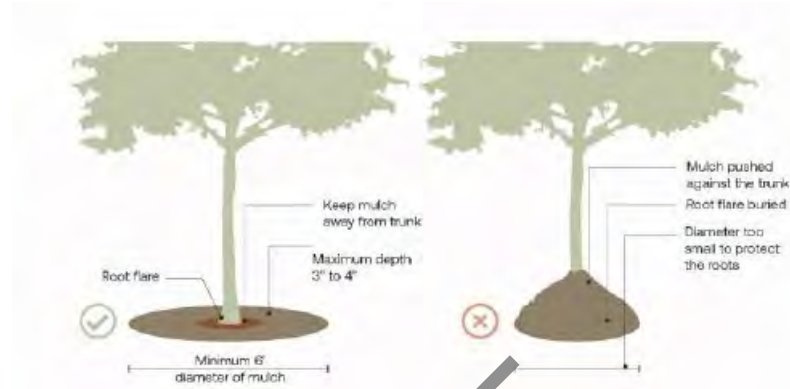
C. WOOD MULCHING

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

broom, collected, and disposed of- not blown into the surrounding landscape. Any staining on hardscape areas (concrete, pavers, or asphalt) that is a result of mulching is to be cleaned with water and a push-broom.

D. MONITORING

1. Contractor is to monitor and report girdling roots.



E. DEEP ROOT FERTILIZATION

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

F. MISCELLANEOUS

1. After construction, or whenever applicable, wooden lodge poles may be utilized to support the tree- typically during root establishment period. It is the Contractor's responsibility to remove stakes and guys as soon as they are no longer needed. Stakes and guys are to be inspected and adjusted as needed, which aids in the prevention of girdling of trunks and branches and rubbing that results in bark wounds. Contractor must notify the District prior to removal.
2. Contractor will straighten and stake all trees to maintain proper appearance. Stakes are to be removed when deemed unnecessary.
3. Contractor is responsible for loosening tree lighting and staking wires to avoid gridling trunks or branches.
4. Contractor will deeply water all trees transplanted within the past three years during dry periods. Supplemental watering is expected to occur July

through September bi-monthly to amend rainfall as necessary within the limits of the irrigation system.

1.4. SHRUBS

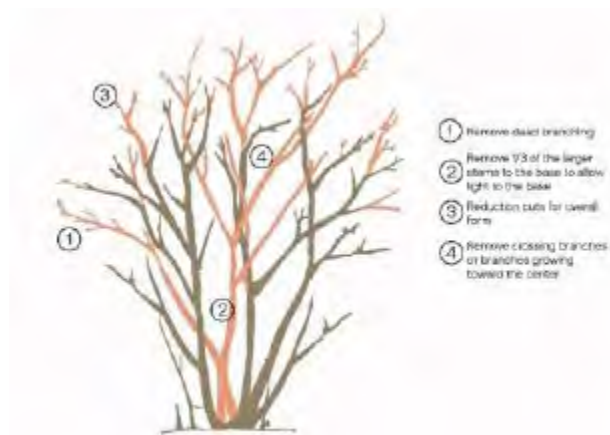
A. DEFINITION

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

B. PRUNING

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

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



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

C. WOOD MULCHING

1. Mulch the bed once in early spring at a ½ inch to 2 inches depth. If soil is bare in late fall, re-mulch lightly.

D. FERTILIZER

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

E. MISCELLANEOUS

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

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

1.5. PERENNIALS

A. DEFINITION

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

B. PRUNING

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

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



C. WOOD MULCHING

1. Mulch the perennials once in early spring at a ½ inch to 2 inches depth. If soil is bare in late fall, re-mulch lightly.

D. FERTILIZER

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

E. DIVIDING PERENNIALS

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

F. MISCELLANEOUS

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

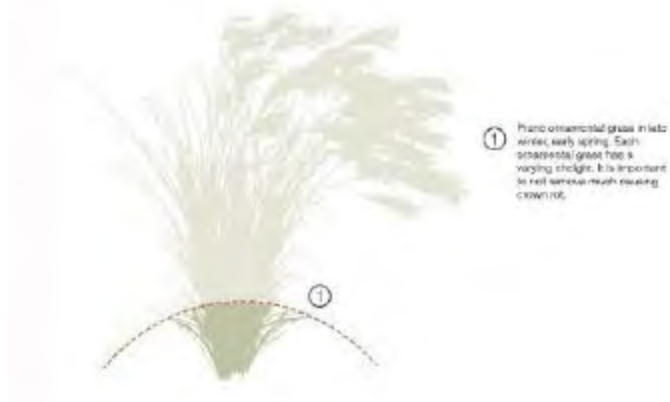
1.6. ORNAMENTAL GRASSES

A. DEFINITION

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

B. PRUNING

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



C. WOOD MULCHING

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

D. FERTILIZATION

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

E. MISCELLANEOUS

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

1.7. VINES

A. DEFINITION

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

B. PRUNING

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

C. WOOD MULCHING

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

D. FERTILIZATION

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

1.8. ANNUAL CARE

A. MATERIAL

1. Plant material should be consistent throughout Midtown. All material shall be presented to and approved by the Executive Director prior to installation.

B. INSTALLATION

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

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

3. Fertilization

- a. Refer to fertilization Section 1.10 below.

C. MANAGEMENT AND MONITORING

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

1.9. INSECT, FUNGICIDE & DISEASE CHEMICAL CONTROL

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

2. Description of the cultural, non-chemical, and/or spot application of products previously attempted and assessment of success or failure of those remedies.
3. Reasonable Integrated Pest Management based alternatives that are available locally.



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

1.10. FERTILIZATION

A. GENERAL INFORMATION

1. The Contractor must take soil samples before application of any fertilizer. See Soil Testing section below for additional directions.
2. Fertilizer requirements for trees, shrubs, and groundcovers shall be:
 - a. All shrub and groundcover beds shall be fertilized with a 100% slow release fertilizer to meet adequate requirements based on soil sample.
 - b. Apply fertilizer for shrubs and groundcover two (2) times per year during April and October.
3. Fertilization for the control of Iron Chlorosis:
 - a. Mix chelated iron with herbicides to prevent yellowing of treated turf areas.
 - b. Apply chelated iron to turf areas as needed for control of iron deficiency.
 - c. Chelated Iron shall be applied to any tree, shrub, or groundcover as a part of routine maintenance. Apply per the instructions of the manufacturer. Water after application to prevent chemical burning.

B. APPROVED CHEMICAL AND USE

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

1.11. HERBICIDE

A. HERBICIDE AND WEED CONTROL

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

ARTICLE 2 - MISCELLANEOUS

2.1. IRRIGATION SYSTEM

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

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

2.2. DEBRIS REMOVAL

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

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

2.3. GENERAL CLEAN-UP

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

2.4. HEAVY TRASH

- A. The Contractor shall perform heavy trash removal services at the District-designated sites, including the collection and disposal of large and bulky items such as:
 - 1. Furniture (e.g., chairs, tables, sofas)
 - 2. Mattresses and box springs
 - 3. Appliances (excluding hazardous materials unless otherwise specified)
 - 4. Other oversized debris not classified as standard litter or green waste.
- B. Heavy trash removal shall be removed with timely response to ensure site cleanliness and safety.
- C. The Contractor must:
 - 1. Use appropriate equipment and techniques to safely handle and transport heavy items.
 - 2. Take precautions to prevent injury, property damage, or disruption to surrounding areas during removal.
 - 3. Ensure that all personnel involved are trained in proper lifting and safety procedures.
- D. All heavy trash must be disposed of in accordance with local regulations and ordinances. All heavy trash must be documented with disposal receipts or logs upon request.
- E. The Contractor shall provide all necessary tools, vehicles, and staffing to complete heavy trash removal efficiently and safely.
- F. Hazardous materials, construction debris, or items requiring special permits for disposal are excluded.
- G. For estimating purposes, the Contractor shall estimate and dedicate 8 labor hours per month for this task.

2.5. DECOMPOSED AGGREGATE

- A. Aggregate areas shall be maintained as per the following specification:
- B. Weekly Maintenance

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

C. Annual Maintenance

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

D. Repair

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

E. Subgrade Preparation

1. The subgrade preparation shall include the following: Prepare the subgrade to 8 inches below finished grade of the decomposed granite. Compact subgrade to 95% density. If needed, lay filter fabric over the compacted subgrade, without wrinkles and carefully cut around necessary elements. Utilize metal filter fabric staples as required to keep the fabric in place during installation.
2. Blending stabilizer 15 pounds per ton of decomposed granite or crushed ¹/₄ minus aggregate screenings. It is critical that stabilizer be thoroughly and uniformly mixed throughout the decomposed granite screenings. Bucket blending is not acceptable. Blending with a rake and/or shovel is not acceptable. Blend material dry.
3. Placement of Decomposed Granite Screenings shall be in two 2-inch lifts. Dampen thoroughly, roll and compact each layer separately to achieve finished grade per plans. Ensure positive drainage.
4. Upon thorough moisture penetration, compact aggregate screenings to 95% relative compaction by compaction equipment, such as double drum roller

or single drum roller. DO NOT USE VIBRATORY PLATE TAMP OR VIBRATION FUNCTION ON ROLLER. Do not begin compaction for 6 hours after placement and up to 48 hours.

5. Do not compact decomposed granite within 3 feet of a tree trunk.
6. Finished surface of pathway shall be smooth, uniform and solid. There shall be no evidence of chipping or cracking.

F. Environmental Conditions

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

G. Other

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

2.6. RAIN GARDEN MAINTENANCE

- A. Rain garden areas are designed to collect stormwater from the adjacent landscape to increase rainfall runoff reabsorption, these systems are also designed to collect and filter pollutants. As an integral component within the design of certain Project Site areas, these features are to be treated as a manicured system. Poor maintenance is a common critical fail-point of green stormwater infrastructure long-term.
- B. Bed Maintenance: Landscape beds within rain garden areas are designed to filter, direct, and hold specific quantities of stormwater by utilizing slopes and engineered soils. Proper bed maintenance is critical for overall system performance.
1. Dying, dead, senesced, or decaying plant material should be promptly removed from rain garden beds on a regular basis.
 2. The edge condition, especially adjacent to hardscape or turf areas, must be trimmed in a natural, kept form to maintain orderly aesthetics and reception. Please refer to pruning procedures outlined above.
 3. Mulch shall be maintained to a depth of no more than 4 inches maximum, and no less than 2 inches minimum. This is applicable to both the slopes and infiltration basin of the rain garden.
 4. Any trash or litter that has been placed or migrated to the rain garden beds will be the responsibility of the contractor to remove.

5. Sediment build-up within rain garden areas is not uncommon- it can result in poor performance in terms of rainwater absorption. The District may request sediment removal within rain garden areas as Supplemental Contract Service.

C. Stormwater Drainage and Cleanout

1. Contractor will be responsible for cleaning out drain and stormwater inlets.

2.7. DRAINAGE

- A. Drainage is to be flushed to ensure proper function, to include the inspection and clearing of pipe/catch basins clear and free of clogs.

2.8. PLAYGROUND MULCH

- A. Contractor is not responsible for the general maintenance of the “*Active Play Areas*,” which are defined as areas that are within the Safety Impact Zones of play equipment and the respective play equipment. “*Safety Impact Zones*” are areas surrounding play equipment, characterized by a transition in surfacing material from hardscape material to either artificial play turf surfacing or engineered wood fiber surfacing.
- B. Contractor is responsible for maintaining areas that are adjacent to Active Play Areas, including, but not limited to, hardscape paver areas, planting beds, natural turf areas, or wood decking material. Contractor is responsible for generally maintaining all associated furnishings such as benches, railings, trash receptacles, etc. as provided in the Frequency Schedule, unless the Executive Director provides written authorization for other routine maintenance services with respect to such furnishings.
- C. Any damages to play equipment, play surfacing, or the Active Play Areas that are a result of operations by or on behalf of the Contractor shall be fully repaired or replaced by Contractor as determined by a certified playground inspector retained by the District. Applicable damages include, but are not limited to, impact attenuation failure due to heavy equipment (vehicle) use and improper edge maintenance of landscape beds adjacent to play areas.
- D. As provided in this Agreement, equipment should never be left unsecure. This is especially true of areas near Active Play Areas. Any resulting damage due to equipment left by the Contractor near these areas shall be the responsibility of the Contractor.
- E. Maintenance within 30 feet of Active Play Areas is to be coordinated with the District.
- F. The maintenance of engineered wood fiber surfacing may be a Supplemental Contract Service upon request of the District. Such services include utilizing a

magnet to remove any foreign metallic objects out of the playground mulch area, replenishing mulch to a depth of 12 inches, and removing any soil or trash from the substrate.

- G. The District acknowledges that Contractor guarantees only the mulch installed by Contractor. Discoloration or loss due to erosion, negligence, vandalism, accidents, or weather extremes beyond Contractor's control cannot be warranted.

2.9. PRESSURE WASHING

- A. Contractor shall furnish supervision, labor, and equipment necessary to pressure wash brick pavers, planters, and hardscape materials in District-designated areas including, without limitation:
 - 1. Ground surface perimeter of building,
 - 2. Dog park and surrounding hardscape,
 - 3. Walking and trail areas, and
 - 4. Ground surface at entrances and high traffic areas.
- B. Contractor shall assume 8 hours of labor per frequency task.

2.10. SOIL TESTING

- A. The Contractor will be responsible for annual 10 soil tests. Contractor will submit map of areas to the District for approval prior to testing.
- B. Tests shall be made in strict compliance with the standards of the Association of Official Analytical Chemists and follow standards from ASTM, EPA, and/or Methods of Soil Analysis, SSSA.
- C. Contractor will propose 10 specific locations or areas where to annually collect soil samples. These areas are based on factors such as soil type, land use, topography, and historical practices. The District shall have one conglomerate sample made for the entire site.
- D. Contractor will gather the necessary tools and equipment, including:
 - 1. Soil auger or soil probe,
 - 2. Clean buckets or containers,
 - 3. GPS or marking flags for site identification,
 - 4. Gloves and safety gear,
 - 5. Clean plastic bags or containers for sample storage, and

6. Labels and permanent markers.
- E. Determine the appropriate sampling depth based on District-approved objectives. For most routine soil tests, collecting samples from 0 to 6 inches (0 to 15 centimeters) deep is sufficient. For specific analyses, Contractor may adjust the depth as needed.
- F. Contractor will follow these steps to collect soil samples:
 1. Clean your sample tools to prevent contamination between samples;
 2. Remove any surface debris or vegetation from the sampling area;
 3. Insert the soil auger or probe to a depth of 6-inches and collect a sample core, ensuring that the core is representative of the entire depth and area;
 4. Place the soil sample into a clean bucket or container, and label it with a unique identifier that corresponds to the sampling location;
 5. Repeat the process for each sampling location, collecting multiple samples per zone;
 6. Handle soil samples with care to maintain their integrity;
 7. Mix multiple cores from the same location in the bucket to create a composite sample;
 8. Air-dry or spread out the composite sample on a clean surface to remove excess moisture if needed;
 9. Transfer about a pound of subsample from each composite sample into a clean plastic bag (i.e. gallon zip lock bag);
 10. Label them with detailed information, including date, site location, and any relevant site characteristics; and
 11. Ship samples to the testing laboratory as soon as possible. Avoid exposing the samples to extreme temperatures or sunlight during transport.
- G. Contractor will maintain detailed records of your sampling process, including site information, sampling depth, collection date, and any relevant observations or site history.
- H. Contractor will submit its samples to a reputable soil testing laboratory along with any specific testing instructions, and provide all necessary information to ensure accurate analysis.
- I. Once Contractor receives the soil test results, Contractor will interpret them in the context of District-approved objectives and take appropriate actions, such as

adjusting fertilizer applications, pH correction, or implementing soil management practices.

- J. Soil sampling protocols may vary depending on the specific objectives and local conditions, so Contractor must consult with local agricultural extension services or soil testing laboratories for additional guidance tailored to the Project Site's region and needs.
- K. Soil testing facility shall be approved by the District. Recommended soil testing facility: Gam Wallace Laboratories. 365 Coral Circle El Segundo, CA 90245. (310) 615-0116.

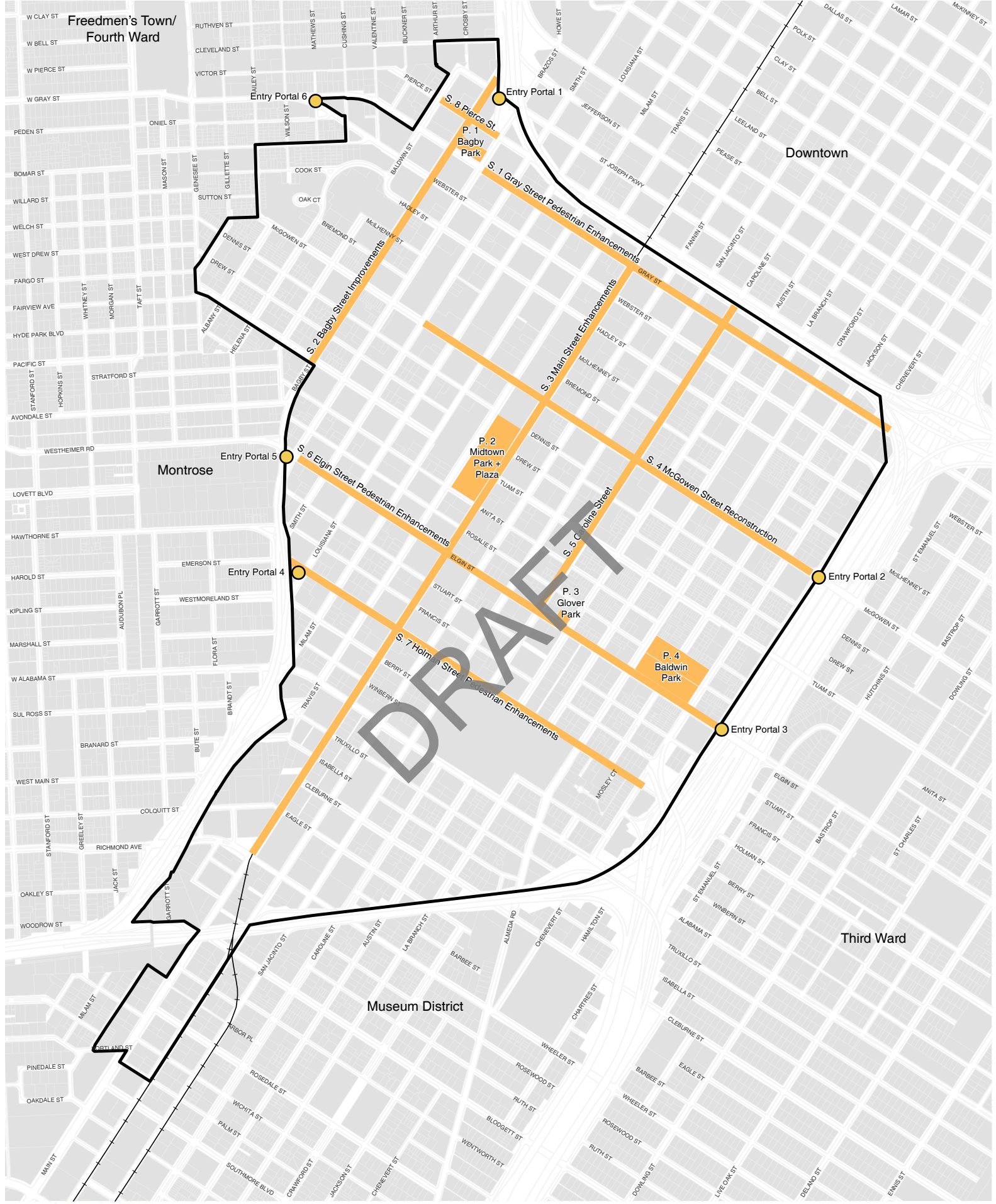
DRAFT

EXHIBIT C

Depictions of the Service Area

[Attached]

DRAFT



Midtown

0 0.25 Miles

P.3 GLOVER PARK | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

P.4 BALDWIN PARK | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.1 GRAY STREET | LOCATION MAP 1

Brazos St. to Milam St.



Milam St. to Fannin St.



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.1 GRAY STREET | LOCATION MAP 2

Fannin St. to Austin St.



Austin St. to Jackson St.



 Landscape noted in this area has bed maintenance while the rest of the area requires hardscape maintenance only.

Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.1 GRAY STREET | LOCATION MAP 3

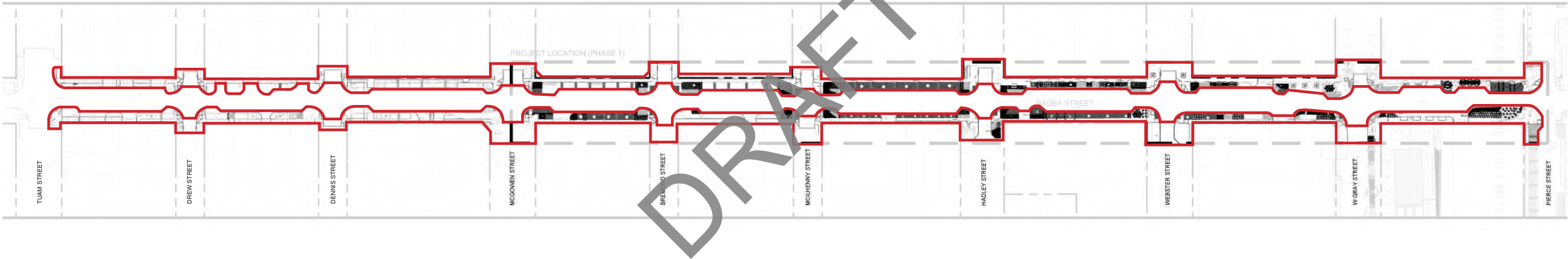
Jackson St. to Hamilton St.



 Landscape noted in this area has bed maintenance while the rest of the area requires hardscape maintenance only.

Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

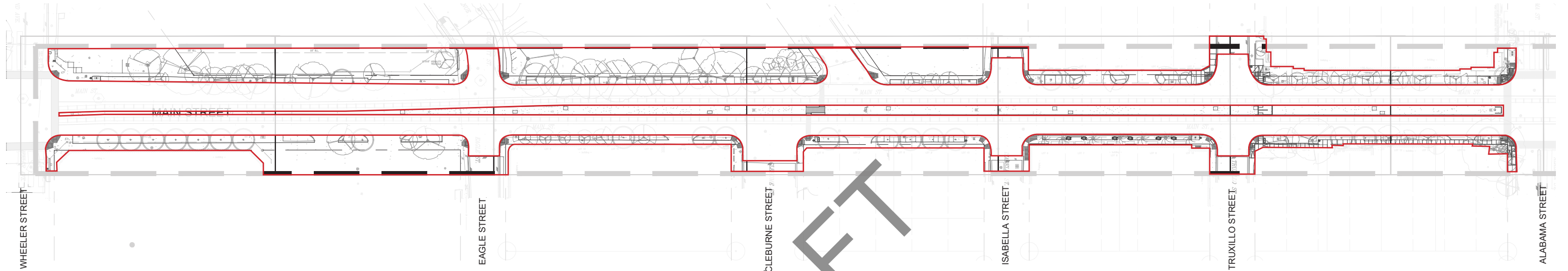
S.2 BAGBY STREET PH 1 | LOCATION MAP



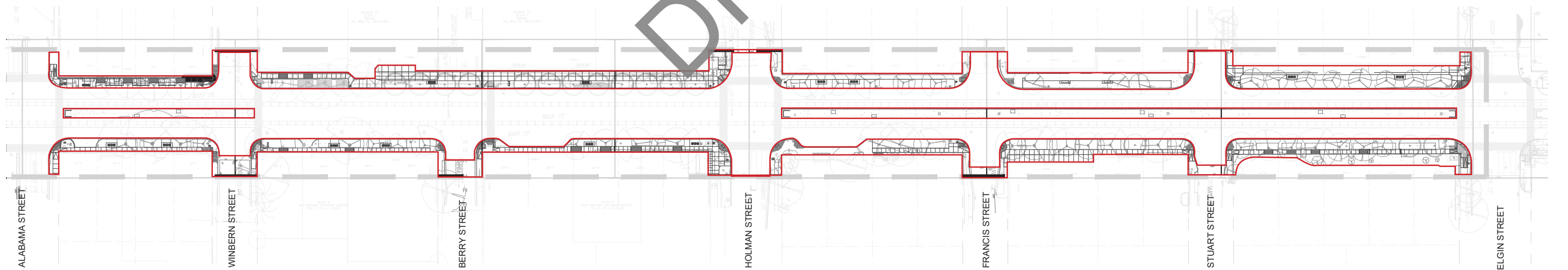
Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.3 MAIN STREET | LOCATION MAP 1

Wheeler St. to Alabama St.



Alabama St. to Elgin St.

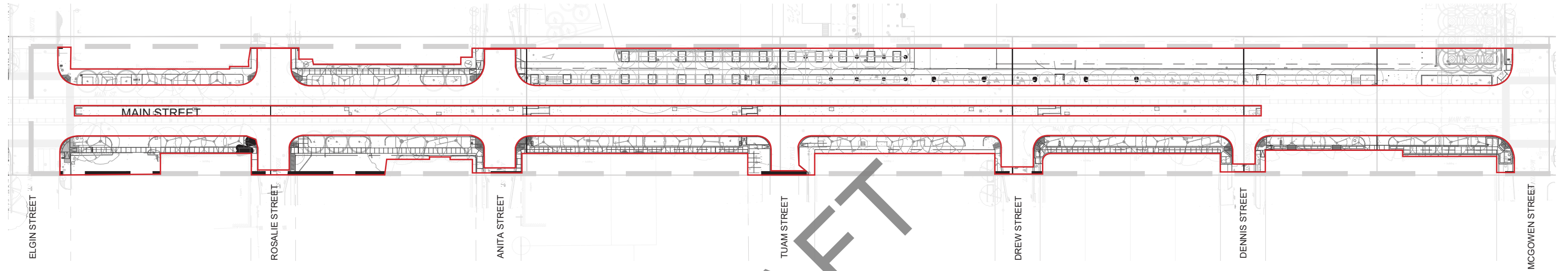


***The scope of work for Main Street includes the streetscape and esplanade for the length of the street from Wheeler to Gray Street.**

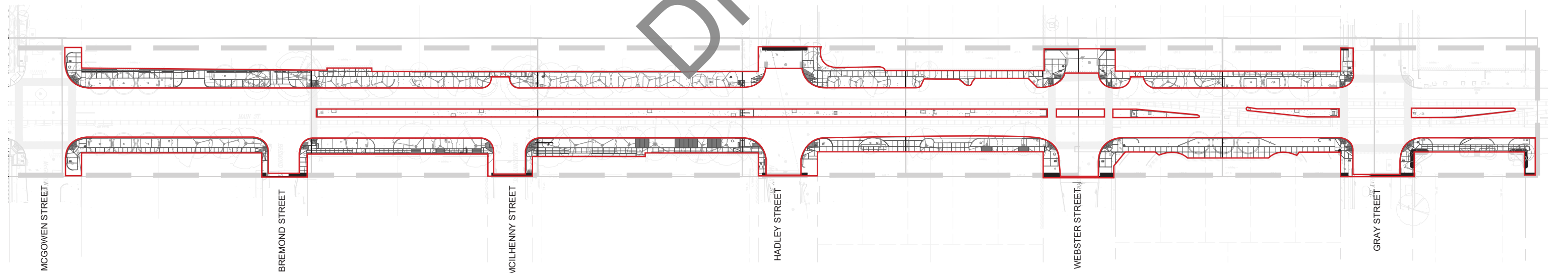
Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.3 MAIN STREET | LOCATION MAP 2

Elgin St. to McGowen St.



McGowen St. to Gray St.



***The scope of work for Main Street includes the streetscape and esplanade for the length of the street from Wheeler to Gray Street.**

Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.4 MCGOWEN STREET RECONSTRUCTION | LOCATION MAP

Smith St. to Travis St.



McGowen St. to Gray St.



● Landscape noted in this area has bed maintenance while the rest of the area requires hardscape maintenance only.

Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.4 MCGOWEN STREET | LOCATION MAP

Caroline St. to Crawford St.



Crawford St. to Hamilton St.

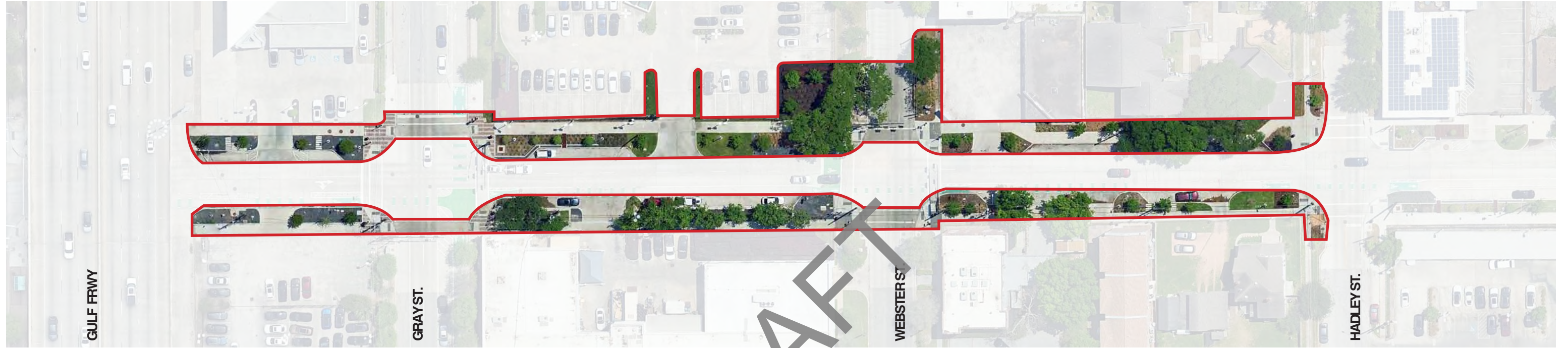


● Landscape noted in this area has bed maintenance while the rest of the area requires hardscape maintenance only.

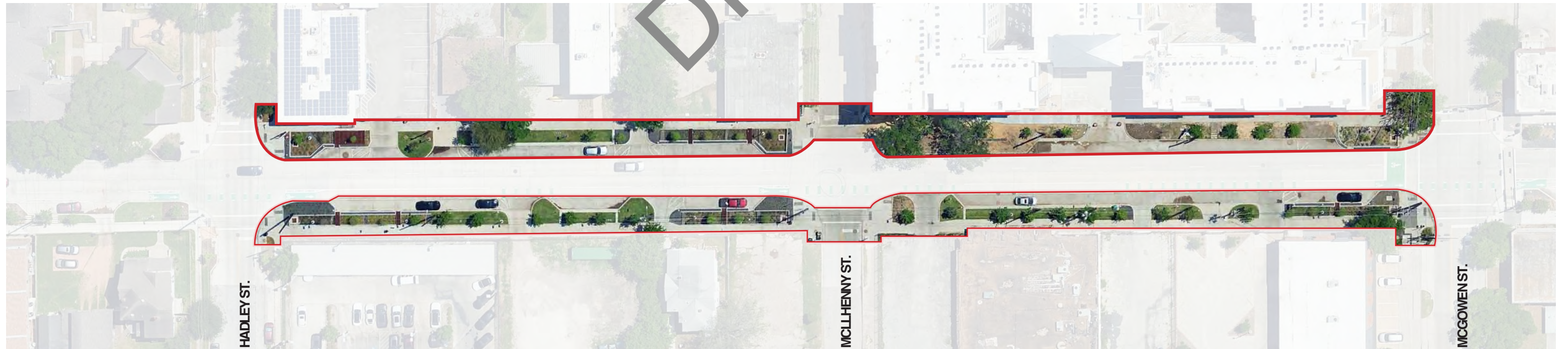
Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.5 CAROLINE STREET | LOCATION MAP 1

Gulf Frwy. to Hadley St.



Hadley St. to McGowen St.



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.5 CAROLINE STREET | LOCATION MAP 2

McGowen St. to Tuam St.

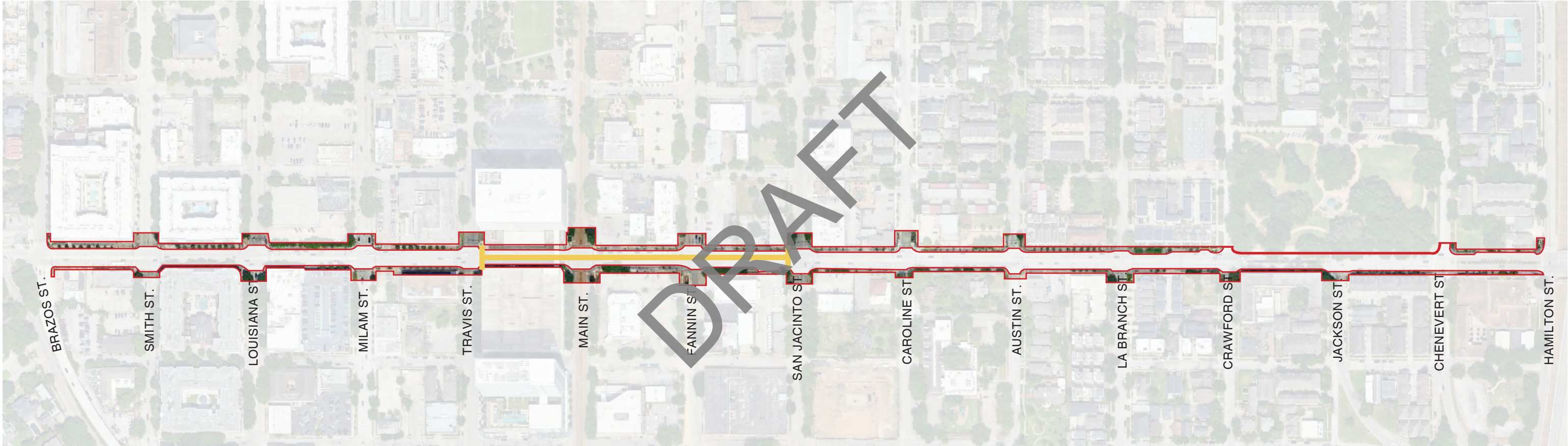


Tuam St. to Elgin St.



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.6 ELGIN ST. | LOCATION MAP

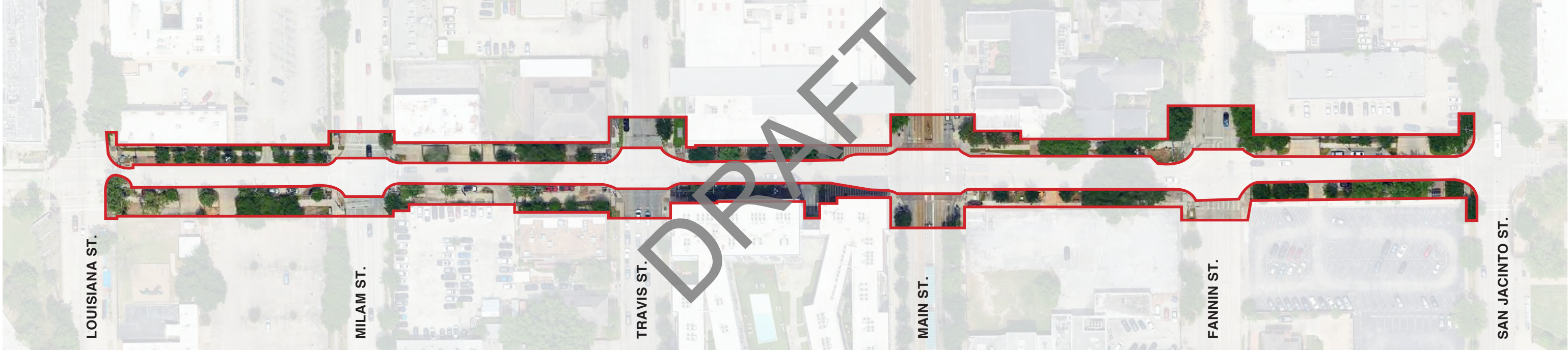


 Landscape noted in this area needs to be hand watered.

Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.7 HOLMAN STREET | LOCATION MAP 1

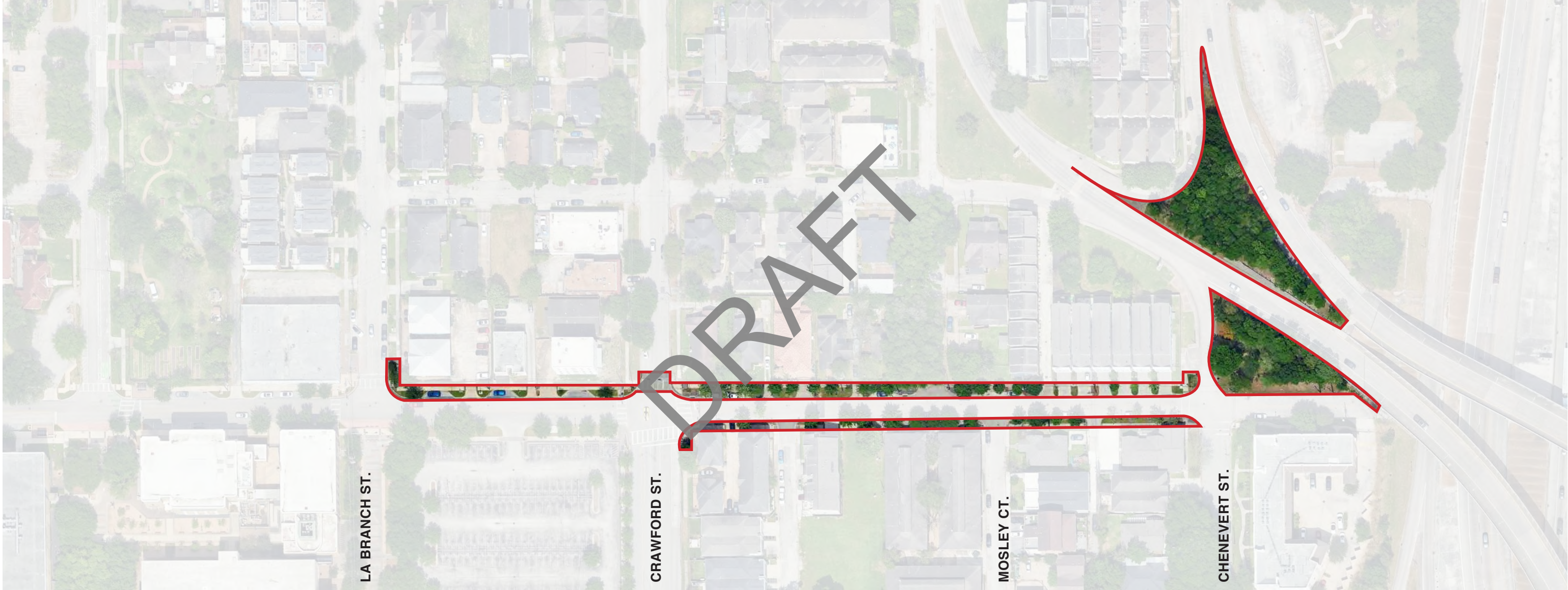
Louisiana St. to San Jacinto St.



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

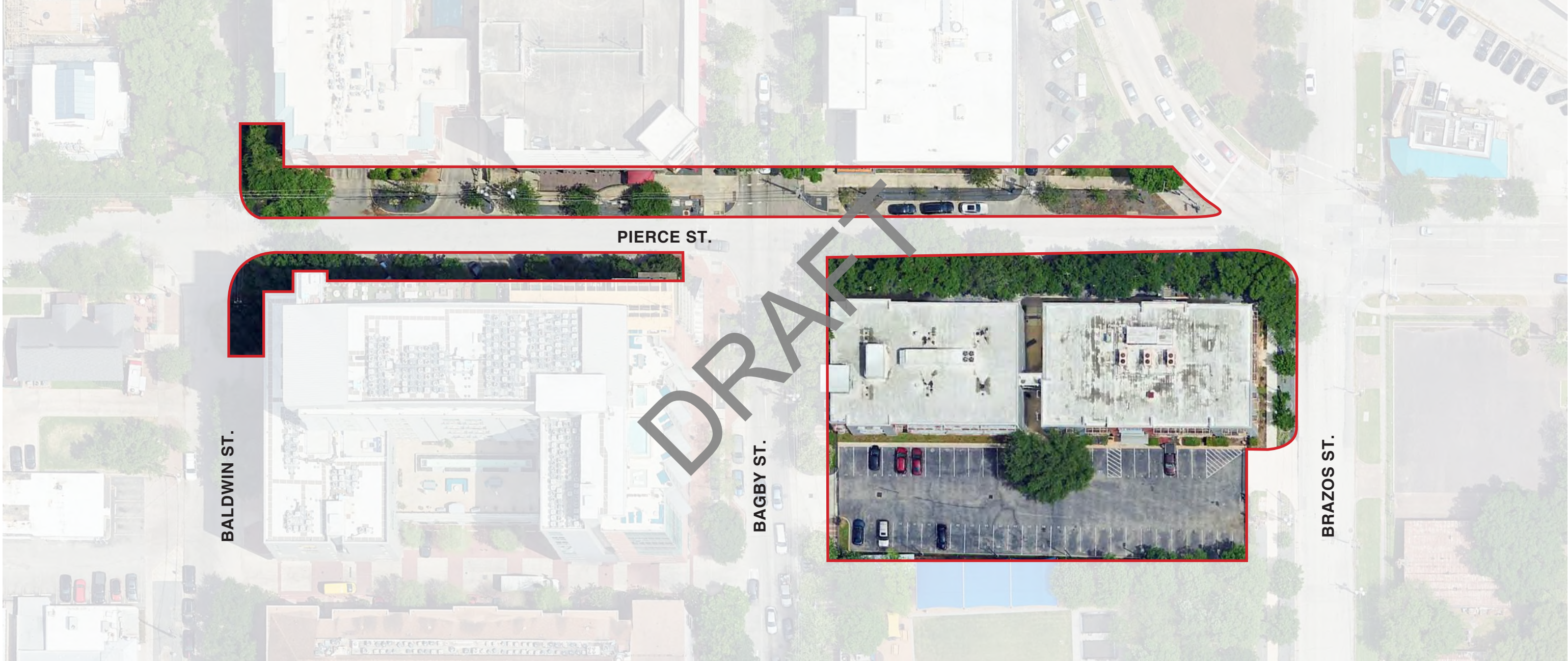
S.7 HOLMAN STREET | LOCATION MAP 2

San Jacinto St. to Chenevert St.



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

S.8 PIERCE ST. | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

ENTRY PORTAL 1 | LOCATION MAP



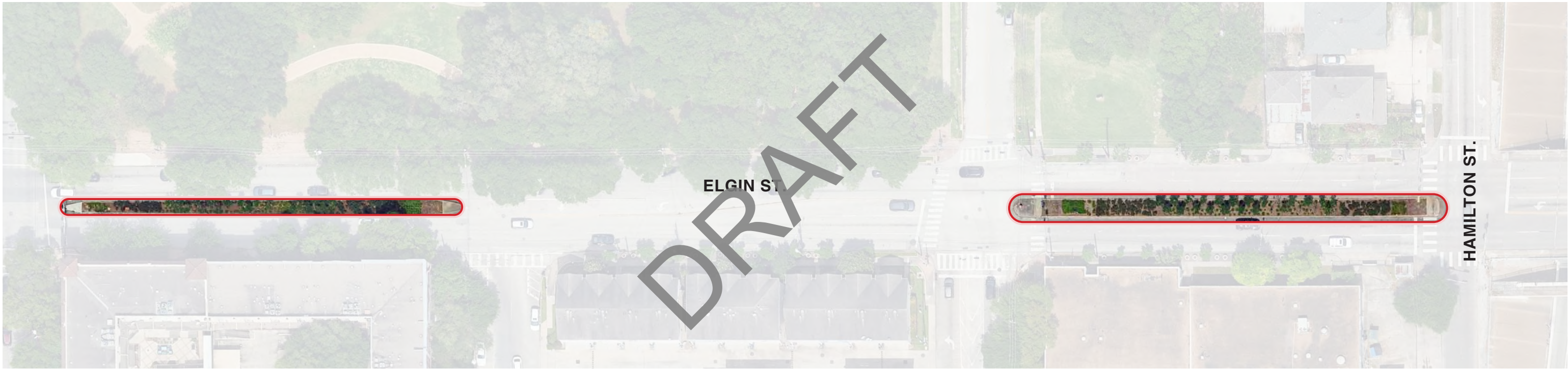
Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

ENTRY PORTAL 2 | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

ENTRY PORTAL 3 | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

ENTRY PORTAL 4 | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

ENTRY PORTAL 5 | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.

ENTRY PORTAL 6 | LOCATION MAP



Note: Areas with landscape crews such as HCC, apartment complexes, HOA's, etc. are not included in this RFP. Typical services of the district can/should be completed in one week.



Freedmen's Town/
Fourth Ward

Downtown

Montrose

DRAFT

Third Ward

Museum District

288



Midtown Trash Bins

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

140 Trash Cans



Freedmen's Town/
Fourth Ward

Downtown

Montrose

Museum District

Third Ward

288



Midtown Owned Irrigation

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

Freedmen's Town/
Fourth Ward

Downtown

Montrose

Third Ward

Museum District

288

Areas with Private Landscape

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



midtown
HOUSTON



EXHIBIT D

Frequency Schedule

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GENERAL MIDTOWN DISTRICT Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	4	4	4	4	5	4	5	5	4	5	4	4	52
Stick Edge and String Trimming	4	4	4	4	5	4	5	5	4	5	4	4	52
SITE SERVICES													
Tash/Debris Pick-up	4	4	4	5	4	4	5	5	4	5	4	4	52
Heavy Trash	1	1	1	1	1	1	1	1	1	1	1	1	12
Pressure Washing	4	4	4	5	4	4	5	5	4	5	4	4	52

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Gray Street Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
Bed Fertilization	AS DEFINED IN SPECIFICATIONS												
Insect & Disease Control	AS DEFINED IN SPECIFICATIONS												
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	5	4	5	4	4	5	4	4	4	5	52
Trash Receptacle Emptying	8	8	10	8	10	8	8	10	8	8	8	10	104
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Bagby Street Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
Bed Fertilization	AS DEFINED IN SPECIFICATIONS												
Insect & Disease Control	AS DEFINED IN SPECIFICATIONS												
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Trash Receptacle Emptying	8	8	10	8	10	8	8	10	8	8	8	10	104
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
Rain Garden Maintenance	1	1	2	2	2	2	2	2	2	2	1	1	20
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1		1	1	1	1	1	1	12

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Main Street and Metro Median Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
Bed Fertilization	AS DEFINED IN SPECIFICATIONS												
Insect & Disease Control	AS DEFINED IN SPECIFICATIONS												
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Trash Receptacle Emptying	8	8	10	8	10	8	8	10	8	8	8	10	104
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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McGowen Street Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Bed Fertilization	AS DEFINED IN SPECIFICATIONS												
Insect & Disease Control	AS DEFINED IN SPECIFICATIONS												
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Caroline Street Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
Bed Fertilization			AS DEFINED IN SPECIFICATIONS										
Insect & Disease Control			AS DEFINED IN SPECIFICATIONS										
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Trash Receptacle Emptying	8	8	10	8	10	8	8	10	8	8	8	10	104
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
Rain Garden Maintenance	1	1	2	2	2	2	2	2	2	2	1	1	20
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1		1	1	1	1	1	1	12

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Elgin Street Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Seasonal Color Change / Installation			1				1			1			3
Mulch Beds (2")			1										1
Pot Fertilization			1				1			1			3
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	2	2	4	4	5	4	4	5	4	4	2	2	42
Trash Receptacle Emptying	4	4	5	4	5	4	4	5	4	4	4	5	52
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1		1	1	1	1	1	1	1	1	12
Handwatering Pots per Exhibit E	4	4	4	5	4	8	8	8	8	5	4	4	66

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Holman Street Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Trash Receptacle Emptying	4	4	5	4	5	4	4	5	4	4	4	5	52
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Pierce Street Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Trash Receptacle Emptying	4	4	5	4	5	4	4	5	4	4	4	5	52
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Entry Portal 1

Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
Bed Fertilization	AS DEFINED IN SPECIFICATIONS												
Insect & Disease Control	AS DEFINED IN SPECIFICATIONS												
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
Spray Lines (cracks, joints, etc.)	1	1	1	1	1		1	1	1	1	1	1	12
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Entry Portal 2 Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Seasonal Color Change / Installation			1				1			1			3
Mulch Beds (2")			1										1
Bed Fertilization	AS DEFINED IN SPECIFICATIONS												
Insect & Disease Control	AS DEFINED IN SPECIFICATIONS												
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Entry Portal 3 Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Seasonal Color Change / Installation			1				1			1			3
Mulch Beds (2")			1										1
Bed Fertilization			AS DEFINED IN SPECIFICATIONS										
Insect & Disease Control			AS DEFINED IN SPECIFICATIONS										
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	2	2	4	4	5	4	4	5	4	4	2	2	42
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Entry Portal 4 Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
Bed Fertilization			AS DEFINED IN SPECIFICATIONS										
Insect & Disease Control			AS DEFINED IN SPECIFICATIONS										
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Trash Receptacle Emptying	4	4	5	4	5	4	4	5	4	4	4	5	52
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
Spray Lines (cracks, joints, etc.)	1	1	1	1	1	1	1	1	1	1	1	1	12
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

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Entry Portal 5 Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
TURF AREAS													
Mowing	2	2	4	4	5	4	4	4	5	4	2	2	42
Stick Edge	2	2	4	4	5	4	4	4	5	4	2	2	42
Trim - Monofilament	2	2	4	4	5	4	4	4	5	4	2	2	42
SHRUB AND GROUNDCOVER BED AREAS													
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12
Perennial Pruning & Shaping			1				1						2
Ornamental Grass Cut-back			1										1
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Mulch Beds (2")			1										1
Bed Fertilization	AS DEFINED IN SPECIFICATIONS												
Insect & Disease Control	AS DEFINED IN SPECIFICATIONS												
TREES													
Clearance Pruning (up to 10')							1						1
Structural Pruning											1		1
SITE SERVICES													
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52
Gravel Aggregate Maintenance	2	2	2	2	2	2	2	2	2	2	2	2	24
Spray Lines (cracks, joints, etc.)	1	1	1	1	1		1	1	1	1	1	1	12
IRRIGATION													
Irrigation System Inspection, Adjustment & Report	1	1	1	1	1	1	1	1	1	1	1	1	12

DRAFT

Entry Portal 6 Landscape Services Frequency Schedule

Scope Item	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	
SHRUB AND GROUNDCOVER BED AREAS														
Bed Detail	4	4	4	5	4	4	5	5	4	5	4	4	52	
Shrub Pruning & Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12	
Perennial Pruning & Shaping			1				1						2	
Ornamental Grass Cut-back			1										1	
Groundcover Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12	
Mulch Beds (2")			1										1	
Bed Fertilization				AS DEFINED IN SPECIFICATIONS										
Insect & Disease Control				AS DEFINED IN SPECIFICATIONS										
TREES														
Clearance Pruning (up to 10')							1						1	
Structural Pruning											1		1	
SITE SERVICES														
Supervisor Site Inspection & Report	1	1	1	1	1	1	1	1	1	1	1	1	12	
Clean-up/Debris Removal	4	4	4	5	4	4	5	5	4	5	4	4	52	
Spray Lines (cracks, joints, etc.)	1	1	1	1	1	1	1	1	1	1	1	1	12	
IRRIGATION														
Handwatering Landscape	4	4	4	5	4	8	8	8	8	5	4	4	66	

DRAFT

APPENDIX I

to

AGREEMENT BY AND BETWEEN
MIDTOWN MANAGEMENT DISTRICT AND
LAWN MANAGEMENT COMPANY, LLC
FOR FIELD MAINTENANCE SERVICES

MIDTOWN MANAGEMENT DISTRICT APPROVED HOLIDAYS

New Year's Day

Memorial Day

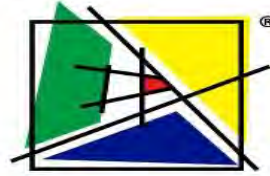
Independence Day

Labor Day

Thanksgiving Day

Christmas Day

DRAFT



midtown
HOUSTON



Graffiti Abatement Reports

December 2025



midtown
H O U S T O N

Graffiti Abatement

Before and After Pictures

December 2, 2025

Public Property

DRAFT

before

2000 Baldwin

after

7249



before

Bagby Park

after

7250



DRAFT

before

700 Webster

after

7251



before

1000 Webster

after

7252

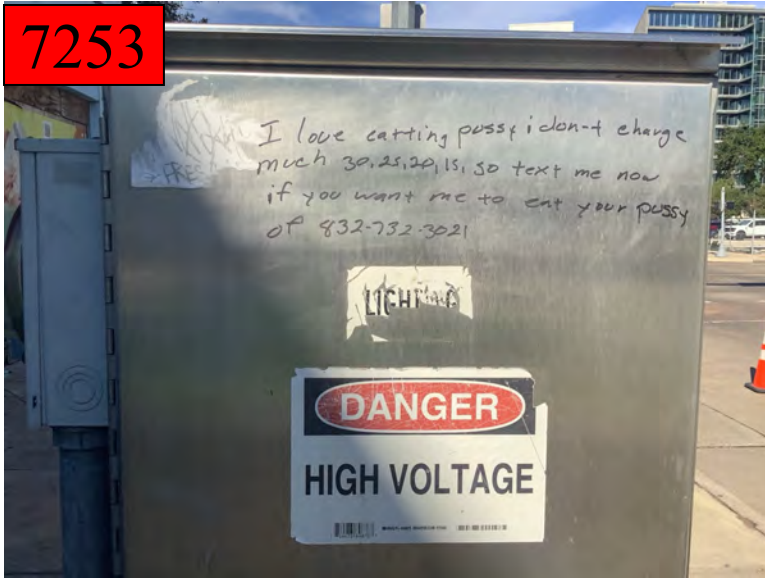


before

1000 Webster

after

7253



before

2000 Bremond

after

7254



900 McGowen

before

7255



after



2700 Smith

before

7256



after



before

2700 Smith

after

7257



before

2700 Smith

after

7258



before

700 Dennis

after

7259



before

2600 Louisiana

after

7260



2700 Louisiana

before

7261



after



2800 Louisiana

before

7262



after



2800 Louisiana

before

7263



after



600 Elgin

before

7264



after



before

600 Elgin

after

7265



3600 Fannin

before

after

7266



3700 San Jacinto

before

7267



after



3700 San Jacinto

before

7268



after



3500 San Jacinto

before

7269



after



2500 Main

before

7270



after



before

2500 Main

after

7271

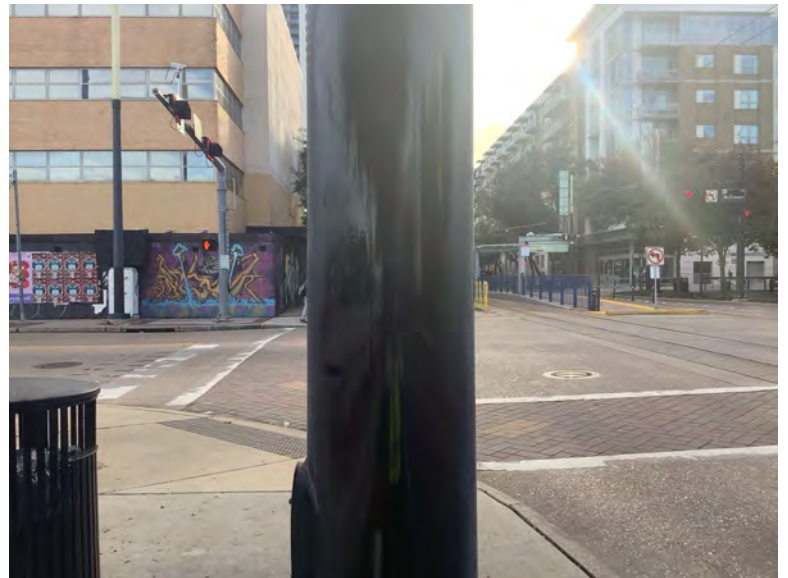


before

2500 Main

after

7272



before

2500 Main

after

7273



before

2500 Main

after

7274



DRAFT

before

2500 Main

after

7275



before

2500 Main

after

7276



DRAFT

before

2500 Main

after

7277



before

2500 Main

after

7278



before

2500 Main

after

7279



before

2500 Main

after

7280





midtown
H O U S T O N

Graffiti Abatement

Before and After Pictures

December 16, 2025

Public Property

DRAFT

before

100 Gray

after

7281



before

100 Gray

after

7282



before

2200 Smith

after



before

2200 Smith

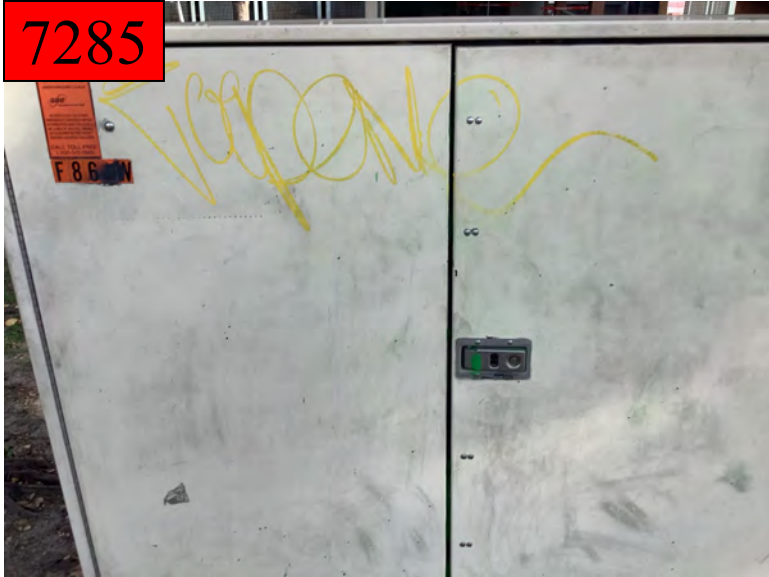
after



before

800 Webster

after



before

800 Webster

after

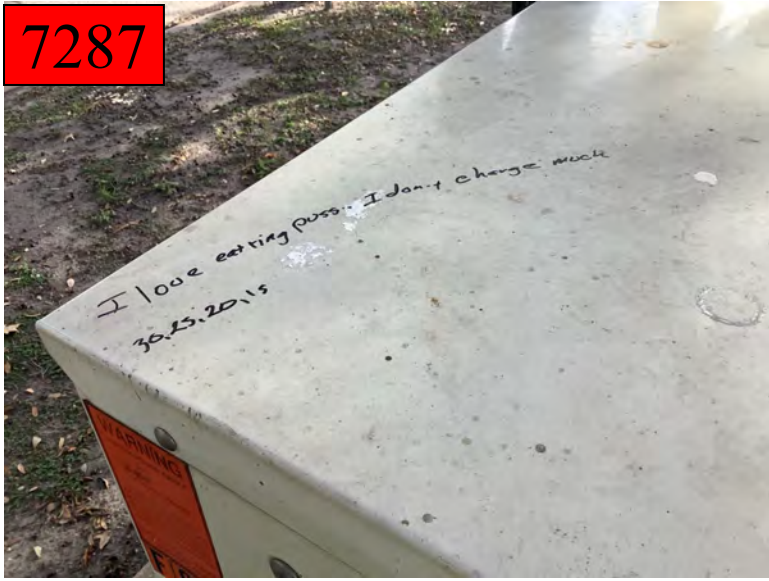


before

800 Webster

after

7287



before

900 Webster

after

7288



before

7289

2800 Crawford

after



before

7290

2800 Crawford

after



2600 Crawford

before

7291



after



3100 Smith

before

7292



after



2400 Louisiana

before

7293



after



600 McIlhenny

before

7294



after



600 McIlhenny

before

7295



after



600 McIlhenny

before

7296



after



before

800 Hadley

after

7297



before

800 Hadley

after

7298



before

2200 Milam

after

7299



2200 Milam

before

after

7300



before

800 Hadley

after

7301

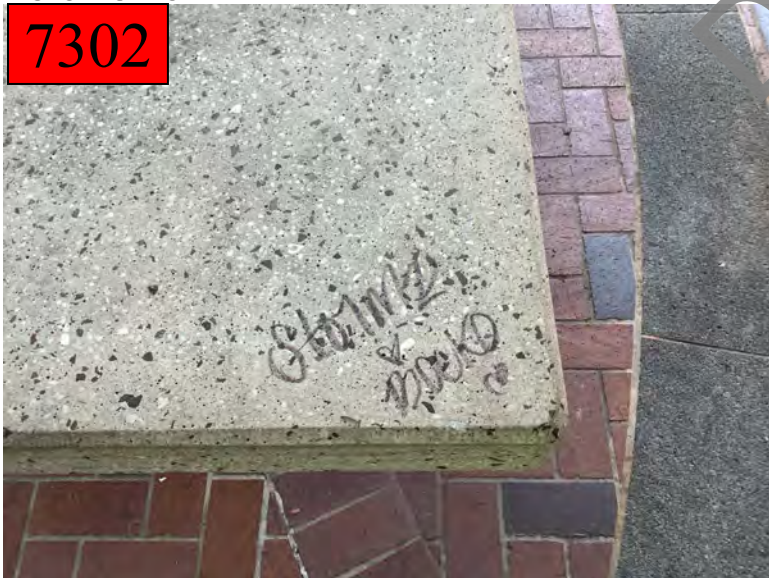


before

Midtown Park

after

7302



before

3400 Main

after

7303



before

3400 Main

after

7304



before

3400 Main

after

7305



before

3400 Main

after

7306



before

3400 Main

after

7307



before

3500 Main

after

7308



before

1000 Francis

after

7309



before

3700 Main

after

7310



3700 Main

before

7311



after



3700 Main

before

7312



after



before

3700 Main

after

7313



before

3700 Main

after

7314



before

3700 Main

after

7315



before

3700 Main

after

7316



before

3700 Main

after

7317



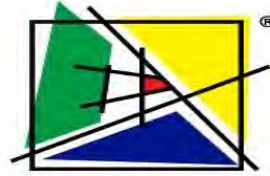
before

3700 Main

after

7318





midtown
HOUSTON



Graffiti Abatement Reports

November 2025



midtown
H O U S T O N

Graffiti Abatement

Before and After Pictures

November 4, 2025

Public Property

DRAFT

before

3400 Main

after

7170



before

3400 Main

after

7171



before

3400 Main

after

7172



before

3400 Main

after

7173



before

3400 Main

after

7174



before

3400 Main

after

7175



before

3500 Main

after

7176



before

3500 Main

after

7177



before

3500 Main

after

7178



before

3500 Main

after

7179



before

3500 Main

after

7180



before

3500 Main

after

7181



before

3500 Main

after

7182



before

3500 Main

after

7183



before

3500 Main

after

7184



before

3500 Main

after

7185



DRAFT

before

3500 Main

after

7186



before

3500 Main

after

7187



before

3500 Main

after

7188



before

3500 Main

after

7189



before

3500 Main

after

7190



before

3500 Main

after

7191



before

3500 Main

after

7192



before

3500 Main

after

7193



before

3500 Main

after

7194



before

3500 Main

after

7195



before

3500 Main

after

7196



before

3500 Main

after

7197



before

3500 Main

after

7198



before

3500 Main

after

7199



before

3500 Main

after

7200



before

3500 Main

after

7201



before

3500 Main

after

7202



before

3500 Main

after

7203



before

3500 Main

after

7204



before

3500 Main

after

7205



before

3500 Main

after

7206



before

3700 Main

after

7207



before

3700 Main

after

7208



before

3700 Main

after

7209



3600 San Jacinto

before

7210



after



DRAFT



midtown
H O U S T O N

Graffiti Abatement

Before and After Pictures

November 18, 2025

Public Property

DRAFT

before

200 Bremond

after

7211



before

200 Bremond

after

7212



before

200 Bremond

after

7213



300 Bremond

before

after

7214



before

2500 Brazos

after

7215



before

2500 Brazos

after

7216



before

2500 Brazos

after

7217



before

2500 Brazos

after

7218

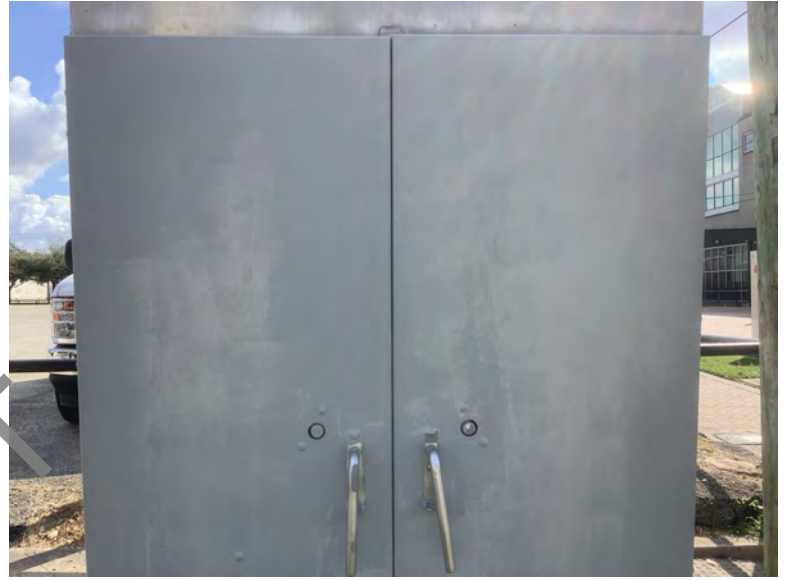


before

2500 Milam

after

7219



before

2500 Milam

after

7220



2500 Travis

before

7221



after



2500 Travis

before

7222



after



before

2500 Travis

after

7223



before

2600 Travis

after

7224



900 McGowen

before

7225



after



900 McGowen

before

7226



after



3000 LaBranch

before

7227



after



2900 Caroline

before

7228



after



2900 Caroline

before

7229



after



3600 Fannin

before

7230



after



3600 San Jacinto

before

7231



after



3600 San Jacinto

before

7232



after



before

1100 Holman

after

7233



before

1100 Holman

after

7234



before

3400 San Jacinto

after

7235



before

3400 San Jacinto

after

7236



3400 San Jacinto

before

7237



after



Midtown Park

before

7238



after



Midtown Park

before

7239



after



Midtown Park

before

7240



after



Midtown Park

before

7241



after



Midtown Park

before

7242



after



Midtown Park

before

7243



after



Midtown Park

before

7244



after



1000 Rosalie

before

7245



after



3000 Main

before

7246



after



before

1000 Anita

after

7247



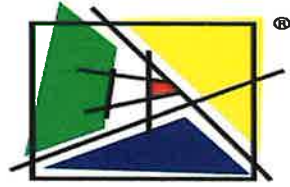
before

100 Anita

after

7248



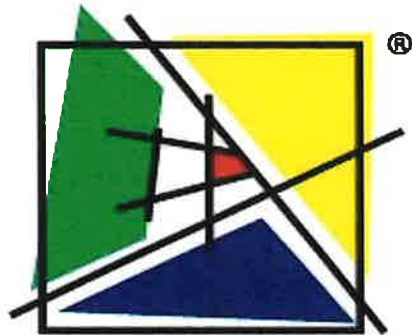


midtown
HOUSTON



Graffiti Abatement Reports

October 2025



midtown
H O U S T O N

Graffiti Abatement

Before and After Pictures

October 7, 2025

Public Property

DRAFT

415 Gray

before

after



500 Webster

before

after



7085

7086

2400 Bagby

before

after



3200 Bagby

before

after



3200 Bagby

before

7089



after



3200 Bagby

before

7090



after



3200 Bagby

before

7091



after



3400 Milam

before

7092



after



before

7093



3000 Caroline

after



before

7094



3000 Caroline

after



before

7095



3000 Caroline

after



before

7096



3000 Caroline

after



3100 Caroline

before

after

7097



3100 Caroline

before

after

7098



before

3100 Caroline

after

7099



before

3100 Caroline

after

7100



before

3100 Caroline

after

7101



before

3100 Caroline

after

7102



before

3100 Caroline

after

7103



before

1200 Elgin

after

7104



before

3100 San Jacinto

after



before

3000 Caroline

after



before

3000 Caroline

after



before

1000 Holman

after



before

1000 Holman

after



before

1000 Holman

after



DRAFT

before

1000 Holman

after



before

1000 Holman

after



DRAFT

before

1000 Holman

after

7113



1000 Holman

before

after

7114



DRAFT

before

7115



1000 Holman

after



before

7116



1000 Holman

after



before

1000 Holman

after

7117

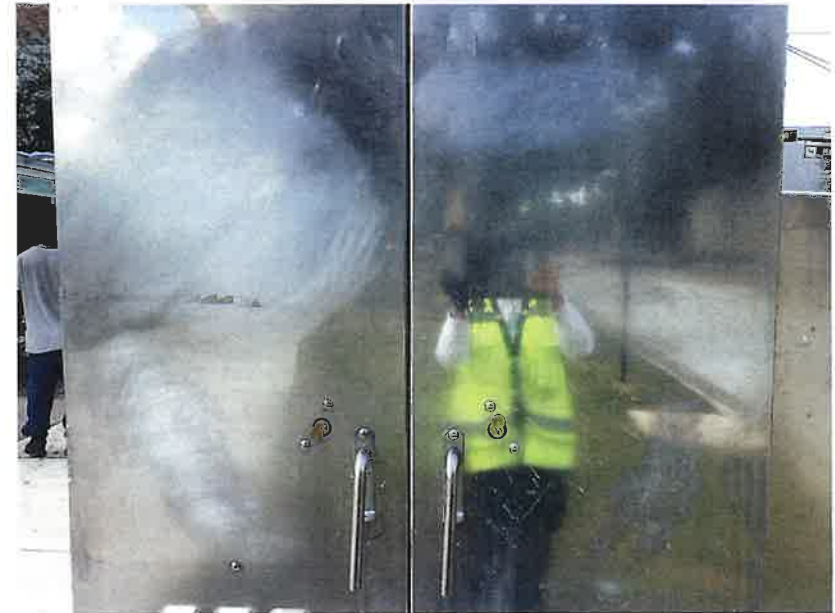


before

1000 Holman

after

7118



DRAFT

before

1000 Holman

after

7119



before

1000 Holman

after

7120



before

1000 Holman

after



before

1000 Holman

after



before

7123



1000 Holman

after



before

7124



1000 Holman

after



3500 Fannin

before

7125



after



Midtown Park

before

7126



after



before

Midtown Park

after



DRAFT



midtown
H O U S T O N

Graffiti Abatement

Before and After Pictures

October 21, 2025

Public Property

DRAFT

before

415 Gray

after



before

2000 Brazos

after



200 Pierce

before

7130



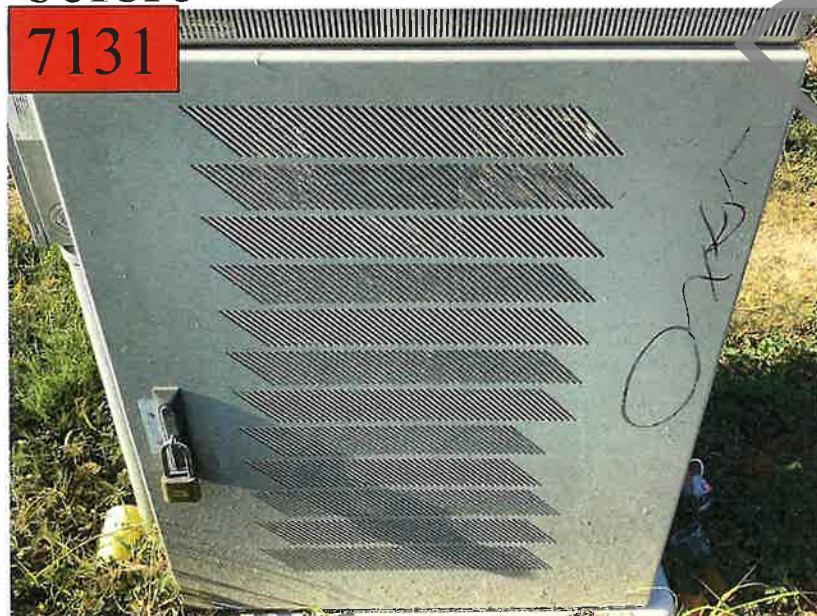
after



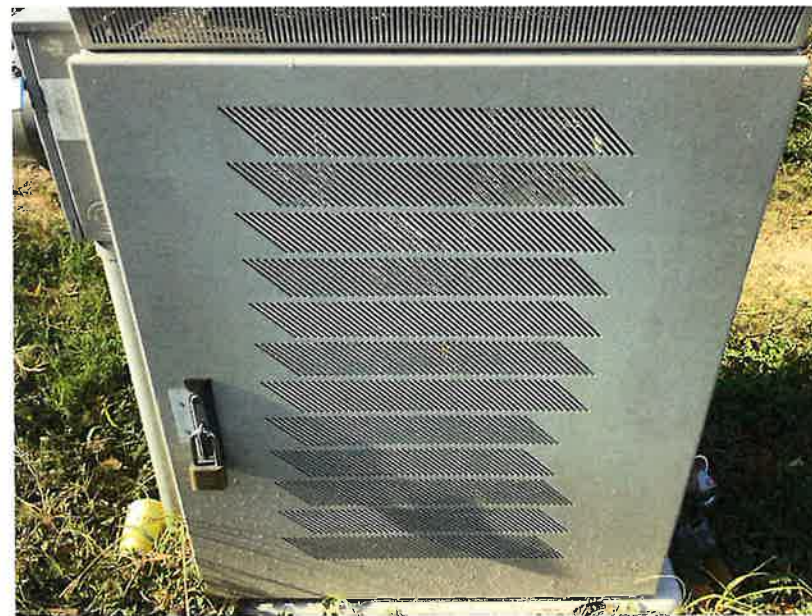
200 Pierce

before

7131



after



200 Pierce

before

after



300 Pierce

before

after



2200 Main

before

after

7134



2200 Main

before

after

7135



2200 Main

before

after

7136



2600 Brazos

before

after

7137



2600 Brazos

before

7138



after



2600 Brazos

before

7139



after



2600 Travis

before

7140



after



2600 Travis

before

7141



after



2100 Bagby

before

7142



after



2800 Bagby

before

7143



after



400 Tuam

before

7144



after



3000 San Jacinto

before

7145



after



before

3000 San Jacinto

after

7146



before

2800 Caroline

after

7147



before

2800 Caroline

after

7148



before

3900 Main

after

7149



DRAFT

3900 Main

before

7150



after



3900 Main

before

7151



after



3900 Main

before

7152



after



3900 Main

before

7153



after



3900 Main

before

after

7154



3900 Main

before

after

7155



3900 Main

before

7156



after



3900 Main

before

7157



after



3700 Main

before

7158



after



3700 Main

before

7159



after



3700 Main

before

after



3700 Main

before

after



3700 Main

before

after



3700 Main

before

after



3700 Main

before

after



1000 Winburn

before

after



3600 Main

before

after



3600 Main

before

after



3600 Main

before

7168



after



3600 Main

before

7169



after





▶ 11750 Katy Freeway | Suite 400
Houston, TX 77079
Main 832.318.8800 + **Fax** 713.965.0044
TBPE Firm F-11278
▶ HRGREEN.COM

12/8/25

Marlon Marshall, Sr. Director of Engineering & Strategic Development
Midtown Management District
410 Pierce Street, Suite 335
Houston, Texas 77002

Re: Midtown Sidewalk Maintenance Program Phase 1 – Construction Phase Services Proposal

Dear Mr. Marshall,

HR Green is pleased to submit this proposal for construction phase services for the Midtown Sidewalk Maintenance Program Phase 1 project. The effort includes the scope items shown on Exhibit A – Level of Effort.

We propose to perform these services over a 1.5-month duration for a Lump Sum amount of \$11,020.00. Please feel free to contact me at (713) 254-5946 if you have any questions or need additional information.

DRAFT

Accepted For
Midtown Management District

HR GREEN, INC

Signature Date

Muhammad Ali, P.E.
Practice Leader

Print

Attachments: Exhibit A – Level of Effort

**EXHIBIT A
MIDTOWN MANAGEMENT DISTRICT
MIDTOWN SIDEWALK MAINTENANCE PROGRAM PHASE 1 - CPS PROPOSAL**



DESCRIPTION OF WORK TASKS		PRINCIPAL	PROJ MGR	GRAD ENGINEER	PROJ ADMIN	LABOR COSTS
A. Construction Phase Services (1.5-month duration)						
1	Preconstruction Meeting		2	2		\$680.00
2	Review schedule, submittals, laboratory test results, RFI's, & other data		4	16		\$3,040.00
3	Site Visits and Site Observation Reports		2	12		\$2,080.00
4	Prepare/Process Monthly Invoices and Financial Reports		2		2	\$640.00
5	Substantial and Final Completion Walkthroughs (2)			8		\$1,120.00
6	Develop Punch list and Substantial & Final Certificate Completion (2)		1	6		\$1,040.00
7	Monthly Progress Meetings		1	1		\$340.00
8	Finalize As-built Drawings		1	4		\$760.00
9	Project Management and Coordination	1	4			\$1,100.00
	Total	1	17	49	2	\$10,800.00
	TOTAL HOURS	1	17	49	2	
	Contract Labor Rate	\$300.00	\$200.00	\$140.00	\$120.00	
	TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$300.00	\$3,400.00	\$6,860.00	\$240.00	\$10,800.00

EXPENSES		QUANTITY	UNIT	COST	TOTAL
1	Printing, Deliveries, Reproduction and Mileage	1	LS	\$220.00	\$220.00
	TOTAL REIMBURSABLE EXPENSES				\$220.00

TOTAL \$11,020.00



January 5, 2026

Midtown Management District
410 Pierce, Ste. 355
Houston, Texas 77002

Attention: Mr. Marlon Marshall

Reference: Proposal to Perform Professional Engineering Services
Construction Management and Inspection Services for Sidewalk Maintenance Program
Phase 1
Houston, Texas
IDS Project No. 1174-015-07

Dear Mr. Marshall:

IDS Engineering Group (IDS) is pleased to present our proposal to provide construction management and inspection services (CM&I) for the Sidewalk Maintenance Program Phase 1 project for Midtown Management District (Owner). Our proposal is based on bid documents prepared by Gauge Engineering. The anticipated duration of the project is 30 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. Construction materials testing (CMT) is not included in this contract.

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. If applicable and as provided by the Owner, review the results of laboratory tests for compliance with the Construction Documents for the Project.

- F. Discuss design clarifications and recommendations with Owner and Design Team to assist in resolving field problems relating to the construction.
- G. 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.
- H. Administer the construction contract to achieve timely completion of the construction of the Project.
- I. 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.
- J. Provide advice, reviews, and assistance to the Owner and Design Team in connection with the construction of the Project.
- K. Assist with the analysis and defense of claims relating to the Project and maintain Project records to support this effort.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. Ensure that closeout documents are submitted and processed in a timely fashion, including coordination of the final estimate.
- Q. 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 maintain 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 INSPECTION 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 4-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).
- 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 Engineering Support and Coordination	
IDS Engineering Group – Construction Management	\$ 16,240 Hourly
Reimbursable Expenses	\$ 1,000 Estimated
Total Fees:	\$ 17,240 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
Director of Public Works



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

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Midtown Management District - Sidewalk Maintenance Program Phase 1

Contract Duration: 30 Days to Substantial, 60 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		4	5	\$ 835.00
	Prepare and Attend Pre-Construction Meeting	3		1	4	\$ 1,108.00
	Prepare meeting minutes	1			1	\$ 327.00
	Project Setup	1		2	3	\$ 581.00
	Construction					
	Prepare Pay Estimates (2 total)	1		2	3	\$ 581.00
	Progress Meeting & Minutes (assume 1)	3		1	4	\$ 1,108.00
	Submittal Administration	1		4	5	\$ 835.00
	RFI Administration	2		2	4	\$ 908.00
	Change Orders (Assume 1)	2		2	4	\$ 908.00
	Correspondence & Coordination	2		2	4	\$ 908.00
	Substantial Completion Inspection	3		1	4	\$ 1,108.00
	Final Inspection	3		1	4	\$ 1,108.00
	Closeout					
	Assemble closeout information	1		2	3	\$ 581.00
Field Observation Services						
	Pre-Construction Meeting		1		1	\$ 167.00
	Site Inspection (Approx ~4 weeks at 6 hrs/week)		24		24	\$ 4,008.00
	Review Pay Estimates (2 total @ 0.5 hours each)		1		1	\$ 167.00
	Substantial Completion Inspection		3		3	\$ 501.00
	Punchout		3		3	\$ 501.00
	TOTAL	24	32	24	80	\$ 16,240.00
	Contract Labor Rates	\$ 327.00	\$ 167.00	\$ 127.00		
	TOTAL LABOR COST	\$ 7,848.00	\$ 5,344.00	\$ 3,048.00		
Reimbursable Expenses						\$ 1,000.00
TOTAL						\$ 17,240.00

We want to hear from *you!*

All residents, visitors, and community members who have interacted with the **HueMan:Shelter** Public Art Project in Midtown Houston! Your voice matters. Whether you're a local business owner, employee, artist, or someone who has simply experienced the installations, we'd love to hear from you. Please take a quick 5-minute survey to share your insights and experiences.

- Takes less than 5 minutes
- Share your voice and shape the project

For more information about the project, visit www.huemanshelter.com



Scan Here



*HueMan:***SHELTER**