



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 a regular meeting of the **Midtown Management District** will be held on **Wednesday, May 2, 2018 at 6:00 p.m.** in the **Community Room of Central Bank, located at 2217 Milam Street, Houston TX 77002**, inside the boundaries of the District, **open to the public**, to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Call roll of the Board of Directors and verify that a quorum is present.
2. Receive Public Comments \*\*\*
3. Consent Agenda
  - a. Approve Minutes for the April 4, 2018 Board meeting
  - b. Approve Financial Report for the Month of March 2018
  - c. Approve Payment of Invoices for April 2018
  - d. Approve Equi-Tax Report for April 2018
4. Receive committee activity reports and review, discuss and take necessary action regarding the following, as appropriate:
  - a. Service & Maintenance. . . . . **Darcy John Lefsrud, Chair**
  - b. Cultural Arts & Entertainment. . . . **Eileen Morris, Chair**
  - c. Marketing . . . . . **Debbie Tyler Dillard, Chair**
  - d. Urban Planning . . . . . **Allen Douglas, Chair**
    - i. Contract for a Midtown Farmers Market Coordinator.
    - ii. Communications with Stakeholders.
  - e. Finance . . . . . **Marylene Chan, Chair**
    - i. Update on FY 2017 District Audit.
  - f. Nominations . . . . . **Nancy Darst, Chair**

- i. Election of Board Officers.
  - g. Public Safety . . . . . **Willie H. Coleman, Interim Chair**
    - i. Report from Security Coordinator, Mark Leija
  - h. Executive. . . . . **Willie H. Coleman, Chair**
5. Report on Capital Projects of the Midtown Redevelopment Authority
6. 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 the executive session, the presiding officer shall note which agenda items will be discussed.

- 7. Announcements
- 8. Next meeting date

**Wednesday, June 6, 2018 at 11:00 a.m.  
 Midtown Management District Offices  
 410 Pierce, 3rd floor conference room  
 Houston, TX 77002**

- 9. Adjourn



SEAL

*Willie H. Coleman*  
 \_\_\_\_\_  
**Willie H. Coleman, Chair**  
 Midtown Management District Board of Directors

**\*\*\*Please register prior to 6:00 p.m. if you would like to make public comments. Registration sign in sheets for those making public comments will be picked up promptly at 6:00 p.m.**

**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  
ASSESSMENT COLLECTION REPORT**

April 30, 2018

BILLING AND COLLECTION SUMMARY

FISCAL YEAR END

01/01/2018 TO 12/31/2018

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2017	0.1181	\$2,367,839.37	\$2,272,809.90	\$95,029.47	96%
2016	0.1181	\$2,219,442.30	\$2,197,535.82	\$21,906.48	99%
2015	0.1181	\$1,980,846.45	\$1,968,828.23	\$12,018.22	99%
2014	0.1181	\$1,784,505.94	\$1,778,173.07	\$6,332.87	99%
2013	0.1181	\$1,563,555.15	\$1,559,086.85	\$4,468.30	99%
2012	0.1181	\$1,451,155.01	\$1,450,188.22	\$966.79	99%
2011	0.1181	\$1,373,992.65	\$1,373,338.34	\$654.31	99%
2010	0.1181	\$1,366,296.19	\$1,365,599.08	\$697.11	99%
2009	0.1181	\$1,400,596.16	\$1,399,868.09	\$728.07	99%
2008	0.1181	\$1,388,676.58	\$1,388,129.81	\$546.77	99%
2007	0.1181	\$1,205,818.99	\$1,205,400.14	\$418.85	99%
2006	0.1181	\$1,039,513.58	\$1,039,322.08	\$191.50	99%
2005	0.1181	\$965,243.73	\$965,052.23	\$191.50	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
2017 Assessment Collected	16,979.23	1,899,948.98
2016 Assessment Collected	954.67	2,295.58
2015 Assessment Collected	574.01	914.57
2014 Assessment Collected	0.00	48.39
2013 Assessment Collected	0.00	0.00
2012 Assessment Collected	0.00	0.00
2011 Assessment Collected	0.00	0.00
2010 Assessment Collected	0.00	0.00
2009 Assessment Collected	0.00	0.00
2008 Assessment Collected	0.00	0.00
2007 Assessment Collected	0.00	0.00
2006 Assessment Collected	0.00	0.00
2005 Assessment Collected	0.00	0.00
2004 Assessment Collected	0.00	0.00
2003 Assessment Collected	0.00	0.00
2002 Assessment Collected	0.00	0.00
2001 Assessment Collected	0.00	0.00
2000 Assessment Collected	0.00	0.00
Miscellaneous Revenue	0.00	0.00
Penalty & Interest	1,955.16	10,889.14
Overpayments	198.03	18,981.34
Estimated Payment	0.00	811.94
CAD Corrections	0.00	0.00
CAD Lawsuit Corrections	533.87	9,658.86
Collection Fees	334.44	2,809.04
<b>Total Revenue</b>	<b>21,529.41</b>	<b>1,946,357.84</b>

Overpayments & CAD Refunds Presented	1,781.62	23,234.89
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2017	2,004,943,950	UNCERTIFIED	564,569
ASSESSED VALUE FOR 2016	1,879,274,255	UNCERTIFIED	
ASSESSED VALUE FOR 2015	1,677,261,427	UNCERTIFIED	
ASSESSED VALUE FOR 2014	1,511,618,605		
ASSESSED VALUE FOR 2013	1,323,924,342		
ASSESSED VALUE FOR 2012	1,228,750,364		

Assessment Collection Account: Wells Fargo Bank, Acct# 9473393339

Prepared by Equi-Tax Inc  
Kenneth R. Byrd  
Collector For the District

## MIDTOWN MANAGEMENT DISTRICT

### ASSESSMENT COLLECTION REPORT

April 30, 2018

#### TOP TEN ASSESSMENT PAYERS

PROPERTY OWNER	PROPERTY TYPE	ASSESSED VALUE	ASSESSMENT AMOUNT
Post Midtown Square LP	Multi-Family Units	106,524,635	125,805.59
VR Calais Holdings Limited Partners	Multi-Family Units	59,050,565	69,738.72
AB Merion II Metro Midtown LLC	Multi-Family Units	57,776,638	68,234.21
Camden Property Trust	Multi-Family Units	52,500,000	62,002.50
4001 Fannin No 1A LTD	Multi-Family Units	50,440,350	59,570.05
3800 Main LLC	Multi-Family Units	49,906,546	58,939.63
McGowen Brazos Venture LTD	Multi-Family Units	43,409,027	51,266.06
Sherman Way Midtown LLC ET AL	Multi-Family Units	43,063,992	50,858.57
CPT Community Owner LLC	Multi-Family Units	43,042,513	50,833.21
Mid-Main Properties LP	Multi-Family Units	41,086,544	48,523.21

#### TEN LARGEST DELINQUENT ACCOUNTS

PROPERTY OWNER	ASSESSMENT YEAR	
*MIDTOWN CENTRAL SQUARE LLC	2013 - 2016	26,806.88
SEARS ROEBUCK AND CO	2017	7,334.89
*MIDTOWN SCOUTS SQUARE PROPERTY LP	2016 - 2017	6,886.36
MRI MIDTOWN LTD	2017	4,251.18
CAREER & RECOVERY RESOURCES INC	2017	3,495.63
SEARS ROEBUCK AND CO	2017	3,361.11
WASHINGTON ROMANUEL L JR	2000 - 2014	2,884.42
SEARS ROEBUCK AND CO	2017	2,846.43
MAYCASTLE HOUSTON LLC	2017	2,742.45
SEARS ROEBUCK AND CO	2017	2,556.55

\*\*Account Deferred

\* Pending HCAD Value Lawsuits

#### COLLECTION TREND PERCENTAGE

	TAX YEAR	TAX YEAR	TAX YEAR	TAX YEAR
	2014	2015	2016	2017
January	65%	73%	65%	74%
February	92%	93%	89%	92%
March	94%	96%	93%	95%
April	95%	96%	96%	96%
May	96%	97%	96%	
June	96%	97%	97%	
July	97%	97%	97%	
August	98%	98%	98%	
September	99%	98%	98%	
October	99%	98%	98%	
November	99%	98%	98%	
December	99%	99%	99%	

**MIDTOWN MANAGEMENT DISTRICT  
ASSESSMENT COLLECTION REPORT  
April 30, 2018**

**ASSESSMENT PLAN PROJECTIONS**

YEAR	RATE	ESTIMATED ASSESSED VALUE	PROJECTED LEVY	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE
2015	0.1181	1,706,201,000	2,015,023.38	1,914,272.21	1,968,828.23	
2016	0.1181	1,842,697,000	2,176,225.16	2,067,413.90	2,197,535.82	
2017	0.1181	1,980,899,000	2,339,441.72	2,222,469.63	2,272,809.90	
2018	0.1181	2,109,657,000	2,491,504.92	2,366,929.67		
2019	0.1181	2,236,237,000	2,640,995.90	2,508,946.11		
2020	0.1181	2,359,230,000	2,786,250.63	2,646,938.10		
2021	0.1181	2,477,191,000	2,925,562.57	2,779,284.44		
2022	0.1181	2,601,051,000	3,071,841.23	2,918,249.17		
2023	0.1181	2,731,104,000	3,225,433.82	3,064,162.13		
2024	0.1181	2,867,659,000	3,386,705.28	3,217,370.02		
			27,058,984.61	25,706,035.38		2,570,603.54

MAXIMUM RATE .1500 PER \$100

**EXEMPTIONS**

EXEMPTION TYPE	NUMBER APPLIED	APPROVED AMOUNT	VALUE LOSS
Homestead	1294	20% (State Maximum)	82,392,443
Over 65	128	15,000	1,892,400
Disability	6	15,000	90,000
Disabled Veteran	10	Per Statute	543,044
Over 65 Detached Single Family	37	Totally Exempt	9,630,993

**Midtown Management District**  
**2018 Sources and Uses of Funds**  
 January through March 31, 2018

	Jan - Mar 18	Budget	\$ Over Budget
<b>Income</b>			
<b>400000 · Revenue - Assessments</b>			
400084 · FY17 Assessment Revenue	2,255,830.67	1,975,179.00	280,651.67
400085 · FY16 Assessment Revenue	1,340.91	3,000.00	-1,659.09
400086 · FY15 Assessment Revenue	340.56	900.00	-559.44
400087 · FY14 Assessment Revenue	48.39	300.00	-251.61
400088 · FY13 Assessment Revenue	0.00	150.00	-150.00
400089 · FY12 Assessment Revenue	0.00	54.00	-54.00
400090 · FY11 Assessment Revenue	0.00	27.00	-27.00
400091 · FY10 Assessment Revenue	0.00	27.00	-27.00
400092 · FY09 Assessment Revenue	0.00	24.00	-24.00
400093 · FY08 Assessment Revenue	0.00	21.00	-21.00
400094 · FY07 Assessment Revenue	0.00	24.00	-24.00
400500 · Penalties & Interest	8,933.98	6,000.00	2,933.98
402300 · Estimated Payments	811.94	0.00	811.94
402400 · Over Payments (Overpayments)	18,783.31	25,400.00	-6,616.69
402500 · Refunds/Assessment Adjustments	-16,471.10	-23,001.00	6,529.90
402510 · Collection Costs (Fees charged to MMD for collections)	-15,905.69	-15,997.00	91.31
402511 · CAD Correctons	0.00	225.00	-225.00
402512 · CAD Lawsuit Corrections	9,124.99	14,499.00	-5,374.01
402600 · Assessment Collection Costs	2,474.60	3,000.00	-525.40
400000 · Revenue - Assessments - Other	557.10	0.00	557.10
<b>Total 400000 · Revenue - Assessments</b>	<b>2,265,869.66</b>	<b>1,989,832.00</b>	<b>276,037.66</b>
<b>403000 · Other Income (Other Income)</b>			
403100 · Booth and Events Fees (Booth and Events Fees)	1,625.00	5,000.00	-3,375.00
403105 · Application Fees (Non-Refundable Application Fees)	2,380.00	1,550.00	830.00
403110 · Event Sponsorship (Sponsorship of Events)	5,000.00	5,000.00	0.00
<b>Total 403000 · Other Income (Other Income)</b>	<b>9,005.00</b>	<b>11,550.00</b>	<b>-2,545.00</b>
404000 · Int Income (Invest Interest Earned)	6,974.57	3,750.00	3,224.57
406000 · Interest on CD (Interest earned on CD purchases)	822.88	402.00	420.88
<b>Total Income</b>	<b>2,282,672.11</b>	<b>2,005,534.00</b>	<b>277,138.11</b>
<b>Gross Profit</b>	<b>2,282,672.11</b>	<b>2,005,534.00</b>	<b>277,138.11</b>
<b>Expense</b>			
<b>500000 · Security and Public Safety</b>			
501000 · Street Lighting - Electricity	56,499.94	56,499.94	0.00
<b>502000 · Enhancement Public Safety (Public Safety)</b>			
502011 · Harris County Precinct 7 (Harris County Precinct 7)	106,773.00	119,950.00	-13,177.00
502012 · S.E.A.L. Security Program (S.E.A.L. Security Program)	38,496.00	35,373.00	3,123.00
502013 · PIT Program (PIT Program)	4,026.50	6,044.00	-2,017.50
<b>Total 502000 · Enhancement Public Safety (Public Safety)</b>	<b>149,295.50</b>	<b>161,367.00</b>	<b>-12,071.50</b>
504000 · Security Coordinator	0.00	131.00	-131.00
507000 · Street Outage Survey	425.00	850.00	-425.00
509500 · Public Safety Parks Program	0.00	248.00	-248.00

**Unaudited Financials**

**Midtown Management District**  
**2018 Sources and Uses of Funds**  
 January through March 31, 2018

	Jan - Mar 18	Budget	\$ Over Budget
509555 · Public Safety Communications (Public Safety Communications)	0.00	248.00	-248.00
509700 · Staffing (Allocated Staffing hours)	16,256.64	16,543.26	-286.62
<b>Total 500000 · Security and Public Safety</b>	<b>222,477.08</b>	<b>235,887.20</b>	<b>-13,410.12</b>
<b>600000 · Marketing &amp; Economic Developmen</b>			
601000 · Media, Advertising & Promotion			
601003 · Event Partic/ Sponsoring	0.00	833.00	-833.00
601007 · Media, Advertising, & Promotion	1,650.00	1,650.00	0.00
<b>Total 601000 · Media, Advertising &amp; Promotion</b>	<b>1,650.00</b>	<b>2,483.00</b>	<b>-833.00</b>
602000 · Web-site Update & Maint.	0.00	416.67	-416.67
603004 · Resident/.Stake Holder Foc Cmmu	0.00	1,666.67	-1,666.67
603005 · Midtown Newspaper (Newspaper for Midtown Stakeholders and Resident	750.00	1,000.00	-250.00
607000 · Midtown eNews	0.00	301.34	-301.34
609500 · Marketing & Economic Developmen	0.00	833.00	-833.00
609700 · Staffing (Allocated Staffing hours)	6,004.68	6,079.02	-74.34
<b>Total 600000 · Marketing &amp; Economic Developmen</b>	<b>8,404.68</b>	<b>12,779.70</b>	<b>-4,375.02</b>
<b>700000 · Urban Planning</b>			
706700 · Staffing (Allocated Staffing hours)	4,624.74	4,663.78	-39.04
<b>Total 700000 · Urban Planning</b>	<b>4,624.74</b>	<b>4,663.78</b>	<b>-39.04</b>
<b>710000 · Cultural Arts &amp; Entertainment</b>			
710106 · Art in the Park	14,336.32	14,250.00	86.32
710108 · Special Events in Bagby Park	1,256.00	5,000.00	-3,744.00
710112 · Cultural Arts - Website	300.00	300.00	0.00
710700 · Staffing (Allocated Staffing hours)	13,847.67	14,105.25	-257.58
<b>Total 710000 · Cultural Arts &amp; Entertainment</b>	<b>29,739.99</b>	<b>33,655.25</b>	<b>-3,915.26</b>
<b>720000 · Service &amp; Maintenance</b>			
722000 · Midtown Parks			
722005 · Baldwin/Glover Park Maintenance			
722051 · Water	197.46	492.00	-294.54
722052 · Electric	330.18	319.78	10.40
722056 · Baldwin/Glover Landscape Contra (Monthly General Maintenanc	4,815.00	5,825.06	-1,010.06
<b>Total 722005 · Baldwin/Glover Park Maintenance</b>	<b>5,342.64</b>	<b>6,636.84</b>	<b>-1,294.20</b>
<b>Total 722000 · Midtown Parks</b>	<b>5,342.64</b>	<b>6,636.84</b>	<b>-1,294.20</b>
<b>725000 · Midtown Field Service Prog</b>			
725001 · Field Service TEAM	50,847.00	54,060.00	-3,213.00
725002 · Graffiti	680.00	1,280.00	-600.00
725003 · Supplies	0.00	150.00	-150.00
725004 · Storage	0.00	500.00	-500.00
725009 · Pet Bags	1,079.88	0.00	1,079.88
<b>Total 725000 · Midtown Field Service Prog</b>	<b>52,606.88</b>	<b>55,990.00</b>	<b>-3,383.12</b>
<b>726000 · Service Maintenance - Other</b>			
726010 · SeeClickFix (SeeClickFix)	7,426.00	7,426.00	0.00
726100 · Legacy Maintenance	212,180.00	212,180.00	0.00
<b>Total 726000 · Service Maintenance - Other</b>	<b>219,606.00</b>	<b>219,606.00</b>	<b>0.00</b>

**Unaudited Financials**

**Midtown Management District**  
**2018 Sources and Uses of Funds**  
 January through March 31, 2018

	<b>Jan - Mar 18</b>	<b>Budget</b>	<b>\$ Over Budget</b>
728000 · Staffing (Allocated Staffing hours)	10,497.00	10,496.00	1.00
<b>Total 720000 · Service &amp; Maintenance</b>	<b>288,052.52</b>	<b>292,728.84</b>	<b>-4,676.32</b>
800000 · District Administration			
802000 · Legal Counsel	19,372.50	19,997.00	-624.50
802042 · Public Information Request (Public Information Request)	0.00	240.00	-240.00
805000 · Assessment Collection Costs			
805130 · Returned Checks	1,095.02	0.00	1,095.02
<b>Total 805000 · Assessment Collection Costs</b>	<b>1,095.02</b>		
806000 · General Operating/Admin. Exp.	450.70	970.03	-519.33
807000 · Board Meeting & Misc. Exp.	527.00	1,040.00	-513.00
<b>Total 800000 · District Administration</b>	<b>21,445.22</b>	<b>22,247.03</b>	<b>-801.81</b>
<b>Total Expense</b>	<b>574,744.23</b>	<b>601,961.80</b>	<b>-27,217.57</b>
<b>Net Income</b>	<b>1,707,927.88</b>	<b>1,403,572.20</b>	<b>304,355.68</b>

**Unaudited Financials**



**Midtown Management District**  
**Balance Sheet**  
As of March 31, 2018

Mar 31, 18

**ASSETS**

**Current Assets**

**Checking/Savings**

**10000 · Operating Funds**

101001 · Chase Savings Account	13,424.82
101002 · PrimeWay FCU Acct# 1	113.05
101003 · PrimeWay FCU Acct# 7	2,068.60
101004 · PrimeWay FCU Acct MM #6	11,077.08
102001 · IBC Savings Acct 66033	2,338.19
102107 · IBC CD 4808	125,000.00
102203 · EastWest Bank Money Market#5359	116,230.48
102211 · EastWest Bank Savings Acct	1,061.46
106010 · Wells Fargo Assessment Acct	73,858.48
106020 · Wells Fargo Performance Saving	15,744.08
107000 · TexStar (Investment Account)	5,622.77
107500 · LOGIC (Investment Account)	1,965,064.86

**Total 10000 · Operating Funds** 2,331,603.87

**10001 · Reserved Funds**

102202 · EastWest Bank CD 5918 (Elgin Street PROW Capital Reser)	12,919.96
102204 · EastWest Bank CD1306 (Emergency Disaster Capital Rese)	103,712.76
105003 · Central Bank Money Market	5,674.89
105005 · CNTRL BNK CD 66000272	228,374.40

**Total 10001 · Reserved Funds** 350,682.01

**10002 · Restricted Funds**

101000 · Chase Operating Acct	11,347.95
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**Total 10002 · Restricted Funds** 11,347.95

**Total Checking/Savings** 2,693,633.83

**Accounts Receivable**

**120000 · Assessments Receivable**

120009 · Assesmts Recievable Current	163,911.88
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**Total 120000 · Assessments Receivable** 163,911.88

**Total Accounts Receivable** 163,911.88

**Total Current Assets** 2,857,545.71

**Other Assets**

130501 · Other Misc Assets	48,516.00
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**Total Other Assets** 48,516.00

**TOTAL ASSETS** 2,906,061.71

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

200000 · Accounts Payable	107,685.84
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**Total Accounts Payable** 107,685.84

**Other Current Liabilities**

**Unaudited Financials**

**Midtown Management District**  
**Balance Sheet**  
As of March 31, 2018

	<u>Mar 31, 18</u>
203000 · Other Accts Payable	56,499.94
205000 · Deferred Assessment Revenues	163,911.88
206000 · Accrued liability	253,380.00
207000 · Bal due to MRA from FTA Reimbur	11,347.95
<b>Total Other Current Liabilities</b>	<u>485,139.77</u>
<b>Total Current Liabilities</b>	<u>592,825.61</u>
<b>Total Liabilities</b>	592,825.61
<b>Equity</b>	
390000 · Fund Balance-Prior	620,422.42
Net Income	1,692,813.68
<b>Total Equity</b>	<u>2,313,236.10</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,906,061.71</u></u>

**Midtown Management District**  
**Account Transaction Detailed by Account**  
**As of May 2, 2018**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
			<b>APRIL 2018</b>				<b>2,338.01</b>
Check	04/11/2018	7440	Houston Recovery Center, LGC	Monthly Contribution to support PIT Program{ APRIL 2018}		5,565.83	-3,227.82
Check	04/12/2018	7431	Cynthia Alvarado	Expense Reimbursement		27.86	-3,255.68
Bill Pmt - Check	04/12/2018	7432	BIKEHOUSTON, Inc.	VOID: Bicycle Valet during 2018 Art In the Park {April 7, 2018 10am - 6pm}	0.00		-3,255.68
Bill Pmt - Check	04/12/2018	7433	First Response Medic Services	2018 ART in the Park: 04-07-2018 - 1 Medic		320.00	-3,575.68
Bill Pmt - Check	04/12/2018	7434	The Tent Company, LLC	VOID: "2018 Art in the Park " Event: April 7, 2018{Tents., Stages, Chairs, Labor Set-up/Take dow...	0.00		-3,575.68
Bill Pmt - Check	04/12/2018	7432	WayBetterSound	VOID: 2018 ART IN THE PARK Sound System& Management, Delivery	0.00		-3,575.68
Bill Pmt - Check	04/12/2018	7435	BIKEHOUSTON, Inc.	Bicycle Valet during 2018 Art In the Park {April 7, 2018 10am - 6pm}		400.00	-3,975.68
Bill Pmt - Check	04/12/2018	7436	The Tent Company, LLC	"2018 Art in the Park " Event: April 7, 2018{Tents., Stages, Chairs, Labor Set-up/Take down, etc/}		4,442.00	-8,417.68
Bill Pmt - Check	04/12/2018	7437	WayBetterSound	2018 ART IN THE PARK Sound System& Management, Delivery		3,052.00	-11,469.68
Bill Pmt - Check	04/12/2018	7438	Frederick Rusk'	Art in the Park Entertainment, Saturday April 7, 2018 @ 3:30 - 4:30 P.M.		750.00	-12,219.68
Bill Pmt - Check	04/12/2018	7439	MaxGray Productions, INC	2018 ART IN THE PARK {Management Consulting Fees; security; Cleanup; Permits;Supplies}		5,838.06	-18,057.74
Deposit	04/30/2018			April Deposits	18,357.35		299.61
Deposit	05/01/2018			Transfer from LOGIC/Saving Account to Cover Expenses	170,000.00		170,299.61
Check	05/02/2018	7441	CHRISTOPHER RAFF	81 130 097 000 0008 2900 Hamilton Street Ste. 8 TAX YEAR: 2017		270.88	170,028.73
Check	05/02/2018	7442	Hector E. Cantu'	81 120 133 001 0004 1731 Tuam Street TAX YEAR: 2017		315.68	169,713.05
Check	05/02/2018	7443	CHASE BANK'	. 81 120 161 001 0016 2917 Carolina Street TAX YEAR: 2017		295.67	169,417.38
Check	05/02/2018	7444	THE HOUSES	81 114 588 024 0022 2016 Main treet TAX YEAR: 2017		205.49	169,211.89
Check	05/02/2018	7445	Marguerite Pywar	81 114 588 011 0010 2016 Main Street #1110 TAX YEAR: 2017		49.97	169,161.92
Check	05/02/2018	7446	KEK RANCHES	81 127 887 000 0087 2000 Bagby Street 9436 TAX YEAR: 2017		161.67	169,000.25
Check	05/02/2018	7447	CYNTHIAS PROPERTIES LP	81 019 143 000 0010 1109 Elgin Street TAX YEAR: 2016		62.00	168,938.25
Check	05/02/2018	7448	TERRY M & JANET CLAYBORNE	81 120 419 001 0001 1414 Cook Street TAX YEAR: 2017		11.28	168,926.97
Check	05/02/2018	7449	Nova Terranova LLC	4817 Main St 81 122 491 001 0001 TAX YEAR: 2017		460.59	168,466.38
Bill Pmt - Check	05/02/2018	7450	BRACEWELL LLP	051911.000001 For Service Throught March 31, 2018 General Counsel		2,947.50	165,518.88
Bill Pmt - Check	05/02/2018	7451	CRI	FY2017 FINANCIAL AUDIT: Progress billings for MMD		11,000.00	154,518.88
Bill Pmt - Check	05/02/2018	7452	Equi-Tax, Inc.	Monthly Fee per contract for Assessment Collection:--- MAY 2018		1,974.10	152,544.78

**UNAUDITED FINANCIALS**

**Midtown Management District**  
**Account Transaction Detailed by Account**  
**As of May 2, 2018**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill Pmt - Check	05/02/2018	7453	Greater Houston Convention and Visitors C	Non-Profit Membership: 2018-2019 GHCVB Annual Membership Investment		500.00	152,044.78
Bill Pmt - Check	05/02/2018	7454	Harris County Treasurer	Constable Services for JUNE 2018		33,790.00	118,254.78
Bill Pmt - Check	05/02/2018	7455	Houston Press, LP	Content: 1/3 Promo NL Featured Event		400.00	117,854.78
Bill Pmt - Check	05/02/2018	7456	Kwik Kopy	2018 Mothers Day Mrkt PUSH CARDS 4/4 4X4 CARDS; 2018 Father's Day Mrkt PUSH CARDS 4/4 4X6 FULL COLOR COPIES {2 Sided}		620.00	117,234.78
Bill Pmt - Check	05/02/2018	7457	Metropolitan Landscape Management, Inc.	Landscape install @ Baldwin Park		10,480.00	106,754.78
Bill Pmt - Check	05/02/2018	7458	Millis Development & Construction	GLOVER PARK REPAIRS		57,626.73	49,128.05
Bill Pmt - Check	05/02/2018	7459	Minor Design Group, Inc.	Concept & Design {Fabrication: Mother's Day Kiosk Poster} (32"X42") Qty:3		543.00	48,585.05
Bill Pmt - Check	05/02/2018	7460	One World Strategy Group LLC	Staffing @ 2018 Art in the Park		102.00	48,483.05
Bill Pmt - Check	05/02/2018	7461	Perdue, Brandon, Fielder, Collins & Mott	March 2018 - Professional Services rendered in the collection of delinquent taxes, penaltites a...		590.70	47,892.35
Bill Pmt - Check	05/02/2018	7462	SEAL Security Solutions LLC	Commissioned Security Officer w/Vehicle & K-9		16,288.00	31,604.35
Bill Pmt - Check	05/02/2018	7463	smc Logistics, LLC	MARCH 2018 Streetlight and Park lights Report		425.00	31,179.35
Bill Pmt - Check	05/02/2018	7464	Metropolitan Landscape Management, Inc.	Field Maintenance Services in Midtown/Monthly Maintenance Baldwin&Glover - APRIL Services 18'		18,554.00	12,625.35
Bill Pmt - Check	05/02/2018	7465	Millis Development & Construction	GLOVER PARK REPAIRS		6,402.97	6,222.38
Total 106010 · Wells Fargo Assessment Acct					0.00	25,381.97	6,222.38
Total 106000 · Wells Fargo Bank					0.00	25,381.97	6,222.38
<b>TOTAL</b>					<b>0.00</b>	<b>25,381.97</b>	<b>6,222.38</b>

**UNAUDITED FINANCIALS**

**AGREEMENT BY AND BETWEEN  
MIDTOWN MANAGEMENT DISTRICT  
AND  
ADRIAN DE LA CERDA  
FOR  
CONSULTING AND COORDINATION SERVICES**

This Agreement (this “Agreement”) is made and entered into by and between the Midtown Management District (the “District”), 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, (the "District") and Adrian De La Cerda, an individual, (“Consultant”), and shall be effective as of \_\_\_\_\_ 1, 2018 (the “Effective Date”).

**RECITALS**

WHEREAS, the Board of Directors of the District (the “District Board”) has determined that it would be in the best interest of the District to retain the services of a consultant to develop, coordinate and implement a community based farmers market in the District; and

WHEREAS, the District and Consultant wish to document the terms under which Consultant will provide certain communications and other services to the District.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements and covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the District and Consultant hereby agree as follows:

1. **Engagement.** The District hereby agrees to retain Consultant, and Consultant agrees to accept such engagement with the District to perform the duties and responsibilities set forth in Section 3 below and upon such other terms and conditions as are stated in this Agreement.

Consultant acknowledges and understands that the services to be provided under this Agreement are being performed for the public benefit. Consultant agrees to comply with all applicable municipal codes of the City of Houston and all applicable laws of the State of Texas and the United States of America. Consultant agrees that any personnel (including employees, agents, and subcontractors) provided by it in the performance of this Agreement shall be competent and careful workers skilled in their respective duties.

2. **Term.** The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and end on December 31, 2018, 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 in Section 5 hereof. The District Board may by majority vote extend the Term of this Agreement for additional periods to be determined by the District Board on the same terms and conditions as set forth herein or such other terms and conditions as the District Board deems appropriate.

3. **Duties and Services to be Provided.**

3.1 During the Term, Consultant shall provide the consulting and coordination services described in the Scope of Services attached hereto as Exhibit A and incorporated as if fully set forth herein.

3.2 **Agreements With Respect to Services to be Performed.** Consultant agrees to faithfully adhere to, execute, and fulfill all lawful policies established by the District Board and to diligently perform all services described in Exhibit A. Consultant shall adhere to any and all limitations on such services as provided for herein. It is understood and acknowledged that Consultant may have other business interests, however, Consultant agrees to allocate such time as is reasonably required to successfully fulfill the terms of this Agreement. Consultant further agrees that its other business interests will not unreasonably interfere with Consultant's obligations and fiduciary duties to the District.

Consultant agrees to provide the District Board with monthly narrative reports detailing the services provided to the District and providing other information regarding the Midtown Farmers Market as may be requested by the District Board or the Executive Director of the District (the "Executive Director").

3.3 **Limitation on Consultant's Authority.** No executive authority is conferred on Consultant pursuant to this Agreement, and Consultant shall not be entitled to give any direction to any other party on behalf of the District or to take any actions on behalf of the District, or represent to any other party that it is authorized or empowered to act on behalf of the District, unless expressly authorized to do so by the Executive Director or the District Board.

3.4 **Independent Contractor.** Consultant's relationship to the District hereunder is that of an independent contractor, and neither Consultant nor any employees or personnel supplied or used by Consultant in the performance of this Agreement shall be considered employees, agents, or subcontractors of the District for any purpose whatsoever. Neither Consultant nor the District shall represent to any other person or entity that Consultant's relationship to the District hereunder is other than that of an independent contractor. Consultant shall be solely responsible for the compensation of all personnel supplied or used by it in the performance of this Agreement, for withholding of income, social security and other payroll taxes and for the coverage of all workers' compensation benefits for all such personnel.

3.5 **Conflicts of Interest; Confidentiality.** In keeping with Consultant's fiduciary duties to the District, Consultant agrees that it shall not, directly or indirectly, become involved in any conflict of interest with the District, or upon discovery thereof, allow such a conflict to continue. Moreover, Consultant agrees that it shall promptly disclose to the Executive Director and to the District Board any facts that might give rise to any reasonable possibility of a conflict of interest. Circumstances in which a conflict of interest on the part of Consultant would or might arise, and which should be reported immediately by Consultant to the Executive Director and the District Board include the following: (i) ownership of a material interest in, acting in any capacity for, or accepting directly or indirectly any payments, services or loans from a vendor, supplier, contractor, subcontractor or other party or entity with which the District does business; (ii) misuse of information or facilities to which Consultant has access in a manner which violates any law or is detrimental to the District's interest; and (iii) disclosure or other misuse of confidential information. "Confidential Information" shall not include any information that (i) is or becomes generally known or available publicly other than as a result of a disclosure by Consultant, (ii) is or becomes known or available to

Consultant on a non-confidential basis from a source (other than the District) which, to Consultant's knowledge, is not prohibited from disclosing such information to Consultant by a legal, contractual, fiduciary or other obligation to the District, (iii) the District discloses to others without obtaining an agreement of confidentiality, or (iv) is subject to disclosure pursuant to the Texas Open Records Act (Chapter 552, Texas Government Code, as amended).

4. **Compensation.** For all services rendered by Consultant to the District, the District shall compensate Consultant as follows:

4.1 **Fee.** Consultant shall be paid the sum of THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00) per month. Consultant shall submit a monthly invoice to the District on or before the 5<sup>th</sup> day of each month for the preceding month, together with a description of the services provided. Such monthly invoice shall never exceed the total sum of THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00). The invoice shall be in a form and manner acceptable to the Executive Director. Payment of compensation to Consultant is contingent upon receipt of Consultant's monthly narrative report relating to the services provided, together with appropriate details regarding such services. No interest shall accrue on any portion of the fees to be paid under this Agreement.

4.2 **Expenses.** Consultant shall pay its own staff and sub-contractors and shall bear the costs of all equipment, supplies, and overhead necessary to perform its duties hereunder. The District will not reimburse Consultant for any out-of-pocket expenses unless Consultant shall submit, in advance of incurring any such expense, a request for reimbursement of such expense to the Executive Director for approval. If such request for reimbursement of expenses is approved, prior to payment of such reimbursement, Consultant shall provide the District a true and correct copy of any and all receipts/invoices for such expenses, 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. The District will only reimburse for actual costs incurred.

4.3 **Total Compensation.** Consultant's Fee described in paragraph 4.1 shall constitute the total consideration and compensation for all services to be performed by Consultant under this Agreement.

5. **Termination.**

5.1 The District may terminate this Agreement at any time by giving 30 days written notice to Consultant. On receiving such notice of Termination, Consultant 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 CONSULTANT'S ONLY REMEDIES FOR THE DISTRICT'S EXERCISE OF ITS RIGHT TO TERMINATE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONSULTANT 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.

5.2 The District may terminate this Agreement immediately and without notice for good cause in the event of a default by Consultant. Default by Consultant occurs if: (1) Consultant fails to perform any of its duties under this Agreement; (2) Consultant becomes insolvent; (3) all or a substantial part of Consultant's assets are assigned for the benefit of its creditors; or (4) a receiver or

trustee is appointed for Consultant. In the event of a default by Consultant 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 Consultant describing the default and the termination date. The District may, at its sole option, extend the termination date to a later date to allow Consultant to cure the default. If the District allows Consultant to cure the default and Consultant does so to the District's satisfaction before the termination date, then the termination is ineffective. If Consultant fails to cure the default before the termination date, then this Agreement shall terminate on the date set forth in the notice.

5.3 Consultant 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. If a default occurs and Consultant wishes to terminate the Agreement, Consultant must deliver a written notice to the Executive Director, with a copy to the Chairman of the District Board, describing the default and the proposed termination date. The date must be at least 60 days after the Executive Director and the Board Chairman receives such written notice. Consultant, 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 Consultant may terminate its performance under this Agreement on the termination date.

5.4 Upon termination of this Agreement, as provided herein, Consultant shall be entitled only to the Fee earned through the effective date of the termination or through such date as agreed to by the Executive Director or the District Board and Consultant. Amounts due and owing at termination for any portion of a month shall be prorated on the basis of a 30-day month.

5.3 All records, video, data, designs, plans, financial statements, manuals, memoranda, lists (including vendor lists developed for the District), passwords, access codes, equipment, supplies and any other District property delivered to, compiled by, or used by Consultant in the performance of its duties hereunder that pertain to the District shall be and remain the property of the District and all such matters shall be delivered promptly to the District, without request, upon termination of Consultant's services.

6. **Insurance/Waiver of Liability.**

With no intent to limit Consultant's liability or obligation for indemnification, Consultant shall provide and maintain insurance in full force and effect at all times during the term of the Agreement and shall take appropriate action to ensure that the District is named as additional insureds under Consultant'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.

[Remainder of this page intentionally left blank]



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 Consultant 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

7. **Indemnification and Release**

**A. INDEMNITY FOR PERSONAL INJURIES. CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE DISTRICT, MIDTOWN REDEVELOPMENT AUTHORITY (THE "AUTHORITY"), REINVESTMENT ZONE NUMBER 2, CITY OF HOUSTON, TEXAS (THE "ZONE"), MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION D/B/A MIDTOWN PARKS CONSERVANCY ("MPC"), AND THE CITY OF HOUSTON, TEXAS (THE "CITY") AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, 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 OR OMISSION ON THE PART OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, AND CONSULTANT 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 CONSULTANT, 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 CONSULTANT'S WORK, SERVICES, AND OPERATIONS IN CONNECTION HERewith, INCLUDING THE OPERATIONS OF ITS SUBCONTRACTORS, IF ANY, AND THE ACTS OR OMISSIONS OF ANY EMPLOYEES OR AGENTS OF CONSULTANT.**

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

**C. RELEASE. CONSULTANT 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.**

8. **No Waiver.** Either party's failure to insist on strict compliance with any term or terms of this Agreement shall not be deemed a waiver of such terms.

9. **Governing Law.** This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflicts of law provisions.

10. **Assignment.** This Agreement shall not be assignable by either party.

11. **No Third Party Beneficiary.** Nothing in this Agreement is intended, or shall be construed, to confer upon or give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

12. **Construction.** This Agreement shall be deemed drafted equally by both the District and Consultant. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Agreement are for convenience only and are not intended to affect construction or interpretation.

13. **Notices.** All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Consultant: Adrian De La Cerda  
6907 Yellowstone Way  
Houston, Texas 77054  
Phone: (713) 858-6518  
Fax: (713) \_\_\_\_\_  
Email: chefadriandelacerda@gmail.com

District: Midtown Management District  
410 Pierce Street, Suite 355  
Houston, Texas 77002  
Attention: Board Chair  
Phone: (713) 526-7577  
Fax: (713) 526-7519

With a copy to: Midtown Management District  
410 Pierce Street, Suite 355  
Houston, Texas 77002  
Attention: Executive Director  
Phone: (713) 526-7577  
Fax: (713) 526-7519

Unless otherwise specified herein, each such communication addressed and given as set forth above shall be effective, (i) on the date of receipt, or attempted delivery, of such communication; (ii) if given by telecopy, on the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (iii) if sent by mail as aforesaid, the date which is seventy two (72) hours after such communication is deposited in the mail, postage prepaid as aforesaid. Any party listed above may change its address under this Section by notice to the other parties listed above; provided, however, that no such address shall be located outside of the United States of America.

14. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

15. **Dispute Resolution.** In the event of any dispute arising out of or relating to this Agreement or any services to be performed under this Agreement which the District and Consultant have been unable to resolve within sixty (60) days after such dispute arises, Consultant shall meet with the Executive Director and the District Board Chair at a mutually agreed upon time and place not later than seventy-five (75) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve the 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, each Party shall submit the names of three (3) qualified mediators and a mediator shall be selected by random drawing at the next public meeting of the District Board. The mediation shall be conducted within thirty (30) days of the selection of the mediator. The Parties shall share the mediator's fee and any other fees relating to mediation equally. The mediation shall be held at a mutually agreeable location in Houston, Texas.

16. **Amendment.** This Agreement may not be amended or modified at any time except by a written instrument approved by the District Board and executed by the District Board Chair and Consultant.

17. **Entire Agreement.** This Agreement reflects the entire and complete understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements, representations and understandings of the parties, which are hereby terminated. The District and Consultant acknowledge and represent that there are no other promises, terms, conditions or representations regarding any matter relevant hereto.

18. **Consultant Acknowledgment.** Consultant acknowledges that it has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the District other than those contained in writing herein and has entered into this Agreement freely based on its own judgment.

*[Execution pages follow on next page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective for all purposes as of the Effective Date hereof.

MIDTOWN MANAGEMENT DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_

Name: Adrian De La Cerda

Title: Sole Proprietor

## EXHIBIT A

# SCOPE OF SERVICES

### **Midtown Farmers Market Coordinator/Manager**

**Objective:** To develop, implement, manage and support the operations of a weekly farmer's market (the "Market") within the boundaries of the area commonly known as "Midtown" in Houston, Texas. Manager will be responsible for all aspects of market operations. Manager will be required to communicate effectively with a variety of people, including: customers, vendors, volunteers, health inspectors, law enforcement agencies and City of Houston departments as well as MMD staff.

### **General Duties and Responsibilities:**

- Develop a budget for the Market
- Manage vendor relationships
- Coordinate Market set-up and break-down each day
- Assist with marketing and general outreach to promote Market participation
- Vendor recruitment, working with farmers, food producers and food truck vendors
- Vendor outreach and coordination, including obtaining weekly updates from vendors during the season
- Recruit new vendors as necessary to achieve and maintain a minimum of 20 participating vendors each week
- Monitor compliance with appropriate guidelines
- Secure all necessary permits and licenses.
- Make site assignments for all Market participants
- Make sure all vendor application forms are completed properly and retained.
- Ensure that all vendors execute appropriate Waivers and provide same to the District
- Attend MMD Urban Planning monthly meetings as the liaison for the market/ vendors
- Attend MMD Board of Directors meetings as requested
- Establish and maintain relationships with local sponsors and special event performers
- Track market trends in the Market to facilitate and report vendor and buyer success

### **Weekly Tasks and Responsibilities**

- Coordinate opening and closing of the Market
- Provide on-site management one hour before, during, and one hour after each Market day
- Assist at stalls when necessary
- Enforce Market policies and procedures
- Handle emergencies and customer and vendor complaints
- Serve as the quality control person for market's general appearance and cleanliness



## MEMORANDUM

**To:** Midtown Management District Board of Directors  
**From:** Nancy Darst, Nominating Committee Chair  
**Date:** Wednesday, April 4, 2018  
**Re:** Procedure for Election of Officers

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The Nominating Committee will be accepting nominations to fill Officer Positions for the Midtown Management District Board of Directors.

The nomination period will begin on Wednesday, April 4, 2018. The deadline for receiving nominations is **Wednesday, April 25, 2018** at 5:00 p.m.

The District's Administrative Policies and Procedures provide that:

### **Section 8. Officers**

- A. The officers of the District shall be a Chair, Vice Chair, Secretary, Assistant Secretary, Treasurer and any other officers the Board considers necessary. One person may hold more than one office, except that the Chair shall not hold the office of Secretary.
- B. Officers shall serve **two-year** terms beginning **June 1** of every even-numbered year. Officers may not hold the same office for more than two consecutive two-year terms. In every even-numbered year, nominations will be opened for officer elections at the April Board meeting, and the Nominating Committee shall present a slate of officer candidates to the Board for consideration at the May Board meeting.
- C. All officers shall be subject to removal from office, with or without cause, at any time, by a 2/3 vote of the members present at a meeting.

A vacancy in the office of any officer shall be filled by a vote of the majority of the Board at the next regular Board meeting.

As you are aware, Board Officers comprise the Executive Committee, which meets once per month. Each Board Officer is encouraged (but not required) to attend the monthly meeting of at least one other Board Committee on a rotating basis. Therefore, Board Officers are asked to attend at least 3 meetings each month. The Board Chair also serves as the Chair of the Executive Committee. The Board Treasurer also serves as the Chair of the Finance & Budget Committee.

The District's current Officers are:

**Chair: Willie H. Coleman**  
**Vice Chair: J. Allen Douglas**  
**Treasurer: Marylene Chan**  
**Secretary: Eileen Morris**  
**Asst. Secretary: Dana Woodruff**

Attached please find a current list of Board Members which includes attendance record for the past 2 year(s) and a list of current committee members.

Also attached is a copy of the Nomination Form. Please e-mail your completed Nomination Form to Cynthia Alvarado, Managing Director at [cynthiiaa@houstonmidtown.com](mailto:cynthiiaa@houstonmidtown.com) or fax it to 713.526.7519 **no later than 5:00 p.m. on Wednesday, April 25, 2018 at 5:00 p.m.**

You may nominate yourself if you wish to serve as an Officer.

The Nominating Committee will meet after all nominations have been received to review and recommend a slate of candidates for consideration by the full Board of Directors at the Wednesday, May 2, 2018 regular Board meeting. The Nominating Committee may schedule brief interviews with any or all potential candidates. The Nominating Committee reserves the right to speak with Nominees about serving in a position other than the position for which they have been nominated if the Nominating Committee determines that it is in the best interest of the District to do so.

Again, election of officers will be held at the Board of Directors meeting scheduled for **Wednesday, May 2, 2018**. Nominations will be accepted from the floor.

Please feel free to contact Matt Thibodeaux or Cynthia Alvarado if you have any questions.

**Timeline**

Wednesday, April 4<sup>th</sup> ..... Officer nominations period opens  
Wednesday, April 25<sup>th</sup> at 5:00 p.m..... Deadline to submit officer nominations  
Thursday, April 26<sup>th</sup> at 11:30 a.m..... Nominating Committee meets to review nominations and select a slate of officer candidates for recommendation to the Board. An agenda will be sent  
TBA..... Interviews conducted (solely at the discretion of the Nominating Committee  
Wednesday, May 2, 2018.....Officer elections



# midtown MARKET

**SATURDAY, MAY 12, 2018**

12pm – 6pm

Pick up a gift that is as unique as your mom at the annual Midtown Mother's Day Market. A handful of specially selected artists and vendors have been chosen to share their wares with you and your mom.

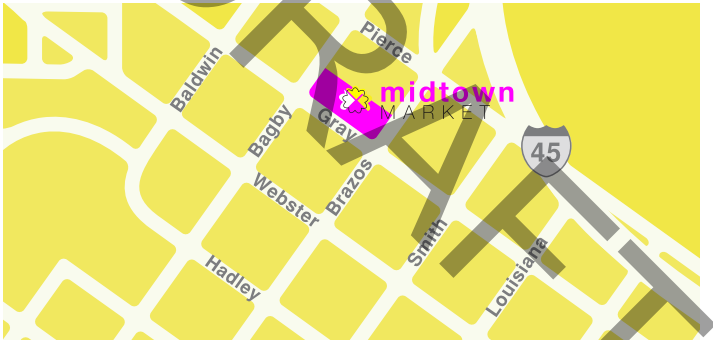
**BAGBY PARK**

415 GRAY STREET





Midtown Houston is a State of Texas designated Cultural Arts and Entertainment District. Midtown Market is underwritten by the Midtown Management District. This event is coordinated by the Midtown Cultural Arts and Entertainment Committee of the Midtown Management District.



**midtown**  
HOUSTON

**For more information:**

Cynthia Alvarado, *Operations Manager*  
713.526.7577  
cynthiiaa@houstonmidtown.com

**Midtown Houston**  
410 Pierce Street, Suite 355  
Houston, TX 77002  
midtownhouston.com  
#midtownHOU