



midtown

H O U S T O N

Attorney Client Privilege Work Product

Midtown Management District

Board of Directors Meeting

Wednesday, March 5, 2025

11:00 a.m.

(For Board Members Only)

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, March 3, 2025, at 11:00 a.m.** in the **1st Floor Conference Room (please enter at the Pierce St. and Brazos St. entrance)** 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/l/meetup-join/19%3ameeting_NTZjODJmZDEtNjlkMS00NzlmLWlyNTQtNzBIYWY4YWZiYWlx%40thread.v2/0?context=%7b%22Tid%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** 714 510 792#

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 February 5, 2025, Board Meeting
 - b. Approve Financial Report for the Month of January 2025
 - c. Approve Payment of Invoices for February 2025
 - d. Approve Equi-Tax Report for February 2025

4. Report on Capital Improvement Projects of the Midtown Redevelopment Authority.

5. Receive committee activity reports and review, discuss, and take necessary action regarding the following, as appropriate:
 - a. Finance and Budget. **Kelly Young, Chair**
 - i. FY 2025 Amended Budget

 - b. Public Safety. **Jeanette Criglar, Chair**
 - i. Amended S.E.A.L. Security Solutions LLC agreement.

 - c. Service & Maintenance **Christopher Johnston, Chair**
 - i. Amended agreement with the City of Houston to maintain certain enhancements

 - d. Marketing and Economic Development **Debbi Tyler-Dillard, Chair**

 - e. Cultural Arts & Entertainment. **Desmond Bertrand-Pitts, Chair**
 - i. Assessment Funded Projects
 - ii. Grant Funded Projects
 - (a) HueMan:Shelter

 - f. Urban Planning. **Maggie Segrich, Chair**

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

h. Community Activity Report. **Christopher Johnston, Liaison**

i. Super Neighborhood #62

i. Service and Improvement Plan **Jeanette Criglar, Co-Chair**
Kelly A. Young, Co-Chair

- i. Staff update
- ii. Draft of the proposed Service and Improvement Plan and Assessment Plan (2025-2034)

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

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

7. Announcements

Next meeting date: **Midtown Management District Board of Directors**
Wednesday, April 2, 2025, at 11:00 a.m.
410 Pierce Street, (at Brazos) 1st Floor
Houston TX 77002

8. 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](#)



MINUTES

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

February 5, 2025

The Board of Directors of the Midtown Management District held a regular meeting, open to the public, on Wednesday, February 5, 2025, at 6:00 p.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	Darcy John Lefsrud	Pos. 10	Ericka Garcia
Pos. 2	Gloria Haney	Pos. 11	Debbie Tyler-Dillard
Pos. 3	Vacant	Pos. 12	Edmund Reybitz
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	J. Allen Douglas		

All of the above were physically present except Directors Lefsrud, Segrich, Reybitz, and Tyler-Dillard, who were absent.

In addition, present at the meeting, were Midtown Staff members Matt Thibodeaux, Kandi Schramm (who joined via video conference), Vernon Williams, Kayler Williams, Chandler Snipe, Cynthia Alvarado, Marlon Marshall, David Thomas, Amaris Salinas, Mechelle Phillips, Sally Adame (who joined via video conference), Jaime Giraldo, Chrystal Davis, Jeremy Rocha; Melissa Morton of The Morton Accounting Services; Peggy Foreman of Burney and Foreman; Clark Lord of Bracewell, LLP; Madison Walkes and Anthony Washington (who each joined in person) and Ashley

Segura, Ivy Batista, and Ashley Small (who all joined via video conference) of Medley, Inc.; Jennifer Gribble, Giselle Martinez, and Lynda Guidry (who all joined via video conference) of the Midtown Super Neighborhood #62; Anh Huynh, Gaby Ochoa, Christian Morgan, Rais Prasla, Diego Iniguez Jessica Sandovai, Cynthis Ulloa, Mylien Dang, Alberto Delgado of the University of Houston Gerald D. Hines College of Architecture and Design; Mike Sullivan of Advantage BMW Midtown; former MMD Director Charles Washington; Gail Mebane of Harambee Art Gallery; Jaime Wyers, Kay Walton, Bruce Roberson, Iniobong Nkanga, Lawren Prater, Courtney Prince, and Grace Kuperman (who all joined via video conference), and Midtown resident Cindy Jackson.

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

Chair Criglar called the meeting to order and welcomed attendees.

Chrystal Davis called the roll of the Board of Directors and verified that a quorum was present.

2. RECEIVE PUBLIC COMMENTS.

Cindy Jackson, resident of Midtown, expressed her concern about the vacant lots that are near her property. She further stated the lots are now dump sites because the areas were left neglected by the Texas Department of Transportation, (TXDOT); the organization that is responsible for the maintenance of the vacant lots. Mrs. Jackson also stated that she contacted TXDOT to address the issue but did not receive a resolution. Mrs. Jackson acknowledged that the Midtown Management District has implemented a collaborative clean up initiative in efforts to address the unsightly debris that is not picked up at the vacant lots by the weekly City of Houston. in the vacant lots. She further suggested that the clean-ups should become an ongoing project since the area is heavily populated and needs regular maintenance.

Gale Mabane, founder of the Harambee Art Gallery, commended the Board on the recent improvements in the district and suggested adding color to the Midtown maps to enhance usability. She further proposed adding landmarks and business zones to the map for clarity. Ms. Mabane further stated that she would like to continue to participate in the activities of the district and look forward to seeing more great projects in the future.

Charles Washington, former board member and committee chair of the Midtown Management District, greeted the Board and shared his insights from international travel. He also offered to provide further ideas on fostering local diversity initiatives to enhance current projects within the District. He also expressed interest in contributing ideas for future economic development and cultural programs.

3. CONSENT AGENDA.

- A. APPROVE MINUTES FOR JANUARY 8, 2025 BOARD MEETING**
- B. APPROVE THE CORRECTION OF THE MINUTES FOR DECEMBER 4, 2024 BOARD MEETING**
- C. APPROVE FINANCIAL REPORTS FOR THE MONTH OF DECEMBER 2024**
- D. APPROVE PAYMENT OF INVOICES FOR JANUARY 2025**
- E. APPROVE EQUI-TAX REPORT FOR JANUARY 2025**

Cynthia Alvarado presented the various items on the consent agenda. Ms. Alvarado stated that it was noted that there was an error in the December 4, 2024 meeting Minutes regarding the voting on the FY 2025 budget. She further stated that the correction was made, and the Revised and Restated Minutes are included in the board packet. She further stated that the corrected Minutes will be posted on the Midtown website once approved by the Board of Directors.

Director Bertrand-Pitts made a motion to approve the consent agenda as presented. The motion was seconded by Director Johnston. The motion was approved and carried by unanimous vote.

4. REVIEW, DISCUSS AND TAKE NECESSARY ACTION REGARDING THE RESOLUTION AUTHORIZING THE FEDERAL TRANSPORTATION ADMINISTRATION TRAMS RECIPIENT DOCUMENT.

Clark Lord presented the Resolution Authorizing the Federal Transportation Administration Trams Recipient document.

Director Haney made a motion to approve the Resolution Authorizing the Federal Transportation Administration Trams Recipient document that will allow Midtown to apply for future grants. The motion was seconded by Director Johnston and carried by unanimous vote.

5. REPORT ON CAPITAL IMPROVEMENT PROJECTS OF THE MIDTOWN REDEVELOPMENT AUTHORITY.

Marlon Marshall made the following reports regarding the status of current Midtown Redevelopment Authority (MRA) capital improvement projects:

Caroline Street Remedial Drainage Pilot Project –

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

A. Public Safety Committee – Jeanette Criglar, Chair

Jaime Giraldo presented the Public Safety Committee report on behalf of Director Garcia. There were no action items. Jaime reported on public safety activities over the past month and pending efforts to improve public safety in Midtown. He stated that there are increased police patrols in high-crime areas that have led to a measurable reduction in incidents over the past three months.

He further stated that the HPD Midtown Bike Patrol Program has started, and officers are patrolling key pedestrian and business districts to enhance safety and community engagement. Funding for this program is provided by the Midtown Parking Benefit District.

Mr. Giraldo further stated that the South-Central Loud Noise Ordinance Enforcement Initiative restarted on February 3, 2025. There was a pause in the program due to funding. He further stated that the Initiative will address excessive noise complaints, with citations issued to repeat violators, particularly around entertainment venues. Funding for this program is provided by the Midtown Parking Benefit District

He also announced that the Houston Police Department South Central's Traffic and Parking Enforcement Initiative started in February 2025. He stated that the Initiative will increase law enforcement efforts to address illegal parking, traffic congestion, and pedestrian safety concerns.

Finally, Jaime stated that the collaborated Targeted Cleanup Initiative started in January 2025. He also stated that the Houston Police Department, the Harris County Precinct 7 Constables, and the SMC Landscape are working together to remove hazardous waste and dismantle abandoned encampments, contributing to a cleaner and safer district.

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

B. Service and Maintenance Committee – Christopher Johnston, Chair

Director Johnston presented the Service and Maintenance Committee report. He also provided an update on the status of various pending projects.

Attorney Peggy Foreman reported that the Tri-Party Agreement between Midtown Parks Conservancy, MRA, and the District is being amended. Midtown staff and legal counsel are review and restructuring the Agreement between MMD, MRA, and MPC to improve efficiency and accountability in maintenance operations. She further stated that the estimated timeframe to complete the process should take up to 120 days.

i. Recommendation to award the contract for the Midtown Streetscape Refresh Special Project.

Director Johnston reminded the Board that the Midtown Streetscape Special project was approved in 2024. The project includes landscape installation and maintenance refresh services to streetscapes on Elgin, McGowen, and Gray Streets in Midtown. He further stated that the consultant Lionheart Places, the Committee, and the Midtown staff reviewed the bids received for the Midtown Streetscape Refresh Special project and the Committee recommended that the contract of services in the amount of \$1,003,155.15 be awarded to Landscape Arts.

A motion was made for the recommended approval of \$1,003,155.15 to Landscape Arts for the completion of services for the Midtown Streetscape Refresh Project was made by Director Allen. The motion was seconded by Director Garcia. The motion was approved and carried by unanimous vote.

Director Johnston announced that the combined Service and Maintenance Committee and Urban Planning Committee meeting will be held on Monday, February 24, 2025, at 4:00 p.m.

C. Marketing & Economic Development Committee – Debbie Tyler-Dillard, Chair

Cynthia Alvarado presented the Marketing & Economic Development Committee report on behalf of Director Tyler-Dillard.

Ms. Alvarado announced that the next Marketing & Economic Development Committee meeting will be held on Tuesday, February 18, 2025, at 3:00 p.m.

D. Urban Planning Committee - Maggie Segrich, Chair

Chrystal Davis presented the Urban Planning Committee report on behalf of Director Segrich.

i. Recommendation to award the contract for the Gray Street Bikeway Enhancements.

Mr. Marshall stated that the Midtown staff presented the recommendation to award the contract for the Gray Street Bikeway Enhancements project to Jordan Enterprise at the combined committee meeting in January 2025. He stated that the project was budgeted in the Urban Planning Committee budget in 2024 for the street safety and public realm enhancements in the amount of \$95,000.00. He reminded the Board that the project consists of installation of bike racks and artistic pavement graphics along bikeways in Midtown. He further stated that the design included the installation of 36 bike racks provided by Midtown at 9 sites along the Gray, Austin, and LaBranch street corridors and bikeways in Midtown.

He further stated that the bike racks were purchased by Midtown and are currently in storage. He also stated that the bike racks and artistic pavement graphics will need to be installed by a contractor. Marlon stated that the bids received to complete the project were significantly higher than the original budget of \$95,000.00 so the Midtown staff proposed to adjust the scope of work to limit the pavement marking only to the intersection with the existing bikeways. Mr. Marshall stated that the 1st location recommended for the pavement graphics installation to occur is at Gray and Austin Street. Marlon stated that the Midtown staff recommend awarding Jordan Enterprise a total of \$79,732.00 to move forward with the construction of the Gray Street Bikeway Enhancements.

A motion was made for the recommended approval of \$79,732.00 to Jordan Enterprise to move forward with the construction of the Gray Street Bikeway Enhancements project was made by Director Johnston. The motion was seconded by Director Lewis. The motion was approved and carried by unanimous vote.

Mrs. Davis announced that the next combined Service and Maintenance Committee and Urban Planning Committee meeting will be held on Monday, February 24, 2025, at 3:00 p.m.

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

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

i. Assessment Funded Projects

There are no assessment funded projects at this time.

ii. Grant – Non-Assessment Funded Projects**

a. HueMan:Shelter Contracts for the Commissioned Public Art: **

Ms. Snipe stated that artist notifications of the 6 artists that have been selected to complete the projects under the HueMan: Shelter grant are pending based on the completion of contracts with Bracewell, LLP and the Mayor’s Office of Cultural Affairs. She further stated that the selected artists will participate in a workshop with Career Recovery Resources in February 2025.

b. 2025 MidtownHOU Micro Grant: **

Ms. Snipe reported that 63 grant submissions for the applications of the Micro Grants were received in January 2025. She further stated that 3 grant selected

panelists are Anne Massoni, Executive Director of Houston Center of Photography, Desmond Bertrand-Pitts, CEO of the Buffalo Soldier Museum, and Harrison Guy, Director of the 5th Ward Cultural Arts District. Chandler announced that there were 8 individual artists that were awarded \$2,500.00 each to complete projects in the Midtown District. She further stated that there were 2 organizations the will each receive \$5,000.00 to continue with programs and events in Midtown.

Ms. Alvarado announced that at the previous Board meeting the 2025 MidtownHOU Micro Grant project was listed as an assessment funded project. MMD Staff reached out to the Houston Endowment, and they agreed to include this project as part of the Cultural District grant currently in place. Ms. Alvarado thanked the Houston Endowment for assisting and making this a grant funded artist opportunity.

Director Bertrand-Pitts announced that the next combined meeting of the Cultural Arts & Entertainment Committee and the Marketing & Economic Development Committee is scheduled for Tuesday, February 18, 2025, at 3:00 p.m.

F. Finance and Budget Committee – Kelly Young, Chair

Ms. Melissa Morton presented the Finance and Budget Committee report on behalf of Director Young. There were no action items. She stated that the district remains on track with the projected revenue and expenditure targets. She further stated that the Midtown staff are in the process of wrapping up the year and preparing to close out the fiscal year end in preparation for the upcoming audit. She announced that the audit is scheduled for May 2025.

The next Finance and Budget Committee meeting is scheduled for Tuesday, February 25, 2025, at 1:00 p.m.

G. Community Activity Report – Christopher Johnston, Liaison

i. Super Neighborhood #62

Director Johnston announced that the Midtown Super Neighborhood #62 met for a social gathering on Wednesday, January 8, 2025, at 5:45 p.m. He further stated that the MSN #62 gathered at 13 Celsius located at 3000 Caroline Street, Houston, Texas 77004. He further stated that the next MSN #62 will be held on Wednesday, February 12, 2025, at 5:45 p.m. at South Main Baptist Church.

**H. Service and Improvement Plan - Jeanette Criglar, Co-Chair
Kelly, Young, Co-Chair**

i. Staff Update

Ms. Alvarado presented the Service and Improvement Plan report on behalf of Co-Chairs Criglar and Young. She stated that based on the aggregated data received from focus group participants and other suggestions, there is a deep dive into the language of the Service and Improvement Plan to provide clarity and confirm Board and Community priorities. She further stated that each Committee Chair will receive a draft of the updated Plan and supporting documentation before their February 2025 committee meeting. She also stated that the draft of the respective plan will be on each committees February agenda and presented for public input. Finally, Cynthia stated that the staff will update the Service and Improvement Plan tab located on the Midtown website.

I. 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.

7. 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.

8. ANNOUNCEMENTS

NEXT MEETING DATE

The next Midtown Management District Board of Directors meeting will be held on **Wednesday, March 5, 2025, at 11:00 a.m.**

9. ADJOURN

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

Desmond Bertrand-Pitts, Secretary
Date: _____

DRAFT

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

	Jan 31, 25	Jan 31, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10000 · Operating Funds	4,320,996.61	5,101,839.28	-780,842.67	-15.3%
10002 · Restricted Funds	11,422.70	11,422.70	0.00	0.0%
Total Checking/Savings	4,332,419.31	5,113,261.98	-780,842.67	-15.3%
Accounts Receivable				
120000 · Assessments Receivable	140,635.48	140,635.48	0.00	0.0%
123001 · AR Current	77,001.64	75,930.24	1,071.40	1.4%
Total Accounts Receivable	217,637.12	216,565.72	1,071.40	0.5%
Other Current Assets	9,113.57	9,113.57	0.00	0.0%
Total Current Assets	4,559,170.00	5,338,941.27	-779,771.27	-14.6%
Other Assets				
130501 · Other Misc Assets	35,887.60	36,959.00	-1,071.40	-2.9%
Total Other Assets	35,887.60	36,959.00	-1,071.40	-2.9%
TOTAL ASSETS	4,595,057.60	5,375,900.27	-780,842.67	-14.5%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
200000 · Accounts Payable	332,876.88	632,077.67	-299,200.79	-47.3%
Total Accounts Payable	332,876.88	632,077.67	-299,200.79	-47.3%
Other Current Liabilities				
205000 · Deferred Assessment Revenues	169,908.53	169,985.30	-76.77	-0.1%
206000 · Accrued liability	16,371.33	60,287.61	-43,916.28	-72.8%
207000 · Bal due to MRA from FTA Reim...	11,422.70	11,422.70	0.00	0.0%
Total Other Current Liabilities	197,702.56	241,695.61	-43,993.05	-18.2%
Total Current Liabilities	530,579.44	873,773.28	-343,193.84	-39.3%
Total Liabilities	530,579.44	873,773.28	-343,193.84	-39.3%
Equity				
390000 · Fund Balance Roll-Forward	2,618,312.93	2,422,783.73	195,529.20	8.1%
Net Income	1,446,165.23	2,079,343.26	-633,178.03	-30.5%
Total Equity	4,064,478.16	4,502,126.99	-437,648.83	-9.7%
TOTAL LIABILITIES & EQUITY	4,595,057.60	5,375,900.27	-780,842.67	-14.5%

No assurance is provided on these financial statements

Midtown Management District
Profit & Loss
January 2025

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
400000 · Revenue - Assessments	1,627,562.87
403000 · Other Income	
403100 · Booth and Events Fees	<u>799.77</u>
Total 403000 · Other Income	799.77
404000 · Int Income	<u>9,638.69</u>
Total Income	<u>1,638,001.33</u>
Gross Profit	1,638,001.33
Expense	
500000 · Security and Public Safety	83,534.42
600000 · Marketing	10,093.34
710000 · Cultural Arts & Entertainment	2,430.00
720000 · Service & Maintenance	34,527.71
800000 · District Administration	20,409.32
808500 · Bloomberg Grant Expenses	<u>40,841.31</u>
Total Expense	<u>191,836.10</u>
Net Ordinary Income	<u>1,446,165.23</u>
Net Income	<u><u>1,446,165.23</u></u>

Midtown Management District
Sources of Funds
January 2025

Accrual Basis

	Jan 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400000 · Revenue - Assessments	1,627,562.87	3,276,860.00	-1,649,297.13	49.7%
400102 · Grant Revenue	0.00	300,000.00	-300,000.00	0.0%
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	0.00	179,769.00	-179,769.00	0.0%
Total 403000 · Other Income	799.77	185,769.00	-184,969.23	0.4%
404000 · Int Income	9,638.69	175,000.00	-165,361.31	5.5%
Total Income	1,638,001.33	3,937,629.00	-2,299,627.67	41.6%
Gross Profit	1,638,001.33	3,937,629.00	-2,299,627.67	41.6%
Net Ordinary Income	1,638,001.33	3,937,629.00	-2,299,627.67	41.6%
Net Income	1,638,001.33	3,937,629.00	-2,299,627.67	41.6%

Midtown Management District
Security & Public Safety Use of Funds

Accrual Basis

January 2025

	Jan 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
500000 · Security and Public Safety				
501000 · Street Lighting - Electricity	0.00	110,000.00	-110,000.00	0.0%
502000 · Enhancement Public Safety				
502011 · Harris County Precinct 7	41,367.00	505,080.00	-463,713.00	8.2%
502012 · S.E.A.L. Security Program	31,000.00	382,980.00	-351,980.00	8.1%
502014 · SEARCH {Homeless Services}	8,466.62	76,401.00	-67,934.38	11.1%
502015 · HPD Homeless Outreach Team	0.00	100,000.00	-100,000.00	0.0%
502016 · Directed Enforcement	0.00	69,810.00	-69,810.00	0.0%
Total 502000 · Enhancement Public Safety	80,833.62	1,134,271.00	-1,053,437.38	7.1%
502100 · Direct Clean Ups - SMC	0.00	35,000.00	-35,000.00	0.0%
504000 · Security Coordinator	91.70	3,000.00	-2,908.30	3.1%
507000 · Street Outage Survey	467.50	3,500.00	-3,032.50	13.4%
508000 · Public Safety Light Program	2,141.60	20,000.00	-17,858.40	10.7%
509000 · National Night Out	0.00	20,000.00	-20,000.00	0.0%
509001 · Coffee with a Cop	0.00	2,000.00	-2,000.00	0.0%
509500 · Public Safety Parks Program	0.00	10,000.00	-10,000.00	0.0%
509555 · Public Safety Communications	0.00	5,500.00	-5,500.00	0.0%
509560 · Professional Development	0.00	7,000.00	-7,000.00	0.0%
509700 · Staffing	0.00	153,059.00	-153,059.00	0.0%
Total 500000 · Security and Public Safety	83,534.42	1,503,330.00	-1,419,795.58	5.6%
Total Expense	83,534.42	1,503,330.00	-1,419,795.58	5.6%
Net Ordinary Income	-83,534.42	-1,503,330.00	1,419,795.58	5.6%
Net Income	-83,534.42	-1,503,330.00	1,419,795.58	5.6%

Midtown Management District Service & Maintenance Use of Funds

Accrual Basis

January 2025

	Jan 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
720000 · Service & Maintenance				
722005 · Baldwin/Glover Park Maintenance				
722051 · Water	7.95	8,000.00	-7,992.05	0.1%
722052 · Electric	444.24	4,700.00	-4,255.76	9.5%
722053 · Path Gravel	0.00	18,819.00	-18,819.00	0.0%
722054 · Irrigation repair	0.00	6,266.00	-6,266.00	0.0%
722055 · Landscape Repairs	0.00	31,365.00	-31,365.00	0.0%
722057 · Park Lighting	0.00	62,350.00	-62,350.00	0.0%
722058 · Dog Park Maintenance	0.00	5,228.00	-5,228.00	0.0%
722059 · Fountains	0.00	5,000.00	-5,000.00	0.0%
722060 · Baldwin/Glover Maintenance	1,710.00	45,520.00	-43,810.00	3.8%
Total 722005 · Baldwin/Glover Park Maintenance	2,162.19	187,248.00	-185,085.81	1.2%
725000 · Midtown Field Service Prog				
725001 · Field Service TEAM				
Field Service TEAM	31,000.00	383,160.00	-352,160.00	8.1%
Total 725001 · Field Service TEAM	31,000.00	383,160.00	-352,160.00	8.1%
725002 · Graffiti	746.52	17,300.00	-16,553.48	4.3%
725003 · Supplies	0.00	627.00	-627.00	0.0%
725004 · Storage	619.00	7,300.00	-6,681.00	8.5%
725005 · Seasonal Planting PROW	0.00	20,910.00	-20,910.00	0.0%
725007 · Tree Maintenance	0.00	67,958.00	-67,958.00	0.0%
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	0.00	4,182.00	-4,182.00	0.0%
Total 725000 · Midtown Field Service Prog	32,365.52	527,575.00	-495,209.48	6.1%
725200 · Contingency Fund	0.00	100,000.00	-100,000.00	0.0%
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	0.00	400,000.00	-400,000.00	0.0%
726200 · District New Improvement Prgs	0.00	200,000.00	-200,000.00	0.0%
726300 · Legacy & New Improv Contingency	0.00	75,000.00	-75,000.00	0.0%
Total 726000 · Service Maintenance - Other	0.00	740,466.00	-740,466.00	0.0%
728000 · Staffing	0.00	161,665.00	-161,665.00	0.0%
Total 720000 · Service & Maintenance	34,527.71	1,716,954.00	-1,682,426.29	2.0%
Total Expense	34,527.71	1,716,954.00	-1,682,426.29	2.0%
Net Ordinary Income	-34,527.71	-1,716,954.00	1,682,426.29	2.0%
Net Income	-34,527.71	-1,716,954.00	1,682,426.29	2.0%

Midtown Management District
Economic Development Use of Funds
January 2025

Accrual Basis

	Jan 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	0.00	15,000.00	-15,000.00	0.0%
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	0.00	112,200.00	-112,200.00	0.0%
Total Expense	0.00	112,200.00	-112,200.00	0.0%
Net Ordinary Income	0.00	-112,200.00	112,200.00	0.0%
Net Income	0.00	-112,200.00	112,200.00	0.0%

Midtown Management District
Marketing Use of Funds
January 2025

Accrual Basis

	Jan 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
600000 · Marketing				
601000 · Media, Advertising & Promotion				
601007 · Media, Advertising, & Promotion	6,443.34	33,000.00	-26,556.66	19.5%
Total 601000 · Media, Advertising & Promotion	6,443.34	33,000.00	-26,556.66	19.5%
602000 · Web-site Update & Maint.	3,650.00	27,000.00	-23,350.00	13.5%
603004 · Resident/.Stake Holder Foc Cmmu	0.00	15,000.00	-15,000.00	0.0%
603005 · Midtown Newspaper	0.00	15,000.00	-15,000.00	0.0%
607000 · Midtown eNews	0.00	2,050.00	-2,050.00	0.0%
609003 · Cultural Arts Guide	0.00	9,200.00	-9,200.00	0.0%
609520 · Marketing - Communications	0.00	15,000.00	-15,000.00	0.0%
609700 · Staffing	0.00	36,806.00	-36,806.00	0.0%
Total 600000 · Marketing	10,093.34	153,056.00	-142,962.66	6.6%
Total Expense	10,093.34	153,056.00	-142,962.66	6.6%
Net Ordinary Income	-10,093.34	-153,056.00	142,962.66	6.6%
Net Income	-10,093.34	-153,056.00	142,962.66	6.6%

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

Accrual Basis

	Jan 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	0.00	24,000.00	-24,000.00	0.0%
710106 · Art in the Park	0.00	80,000.00	-80,000.00	0.0%
710107 · Mistletoe Market	1,150.00	90,000.00	-88,850.00	1.3%
710108 · Special Events in Bagby Park	0.00	50,000.00	-50,000.00	0.0%
710110 · Parks Programming	0.00	30,000.00	-30,000.00	0.0%
710113 · Cultural Arts - Communications	980.00	16,000.00	-15,020.00	6.1%
710114 · MidtownHOU Arts Micro Grants	300.00	15,000.00	-14,700.00	2.0%
710116 · Professional Development	0.00	7,500.00	-7,500.00	0.0%
710117 · Membership	0.00	5,500.00	-5,500.00	0.0%
710118 · Grant Consultants	0.00	8,000.00	-8,000.00	0.0%
710119 · Black Heritage Month Event	0.00	30,000.00	-30,000.00	0.0%
710200 · Outdoor Public Art Gallery	0.00	25,000.00	-25,000.00	0.0%
710220 · Cultural Arts Master Plan	0.00	25,000.00	-25,000.00	0.0%
710700 · Staffing	0.00	110,000.00	-110,000.00	0.0%
710000 · Cultural Arts & Entertainment - Other	0.00	20,000.00	-20,000.00	0.0%
Total 710000 · Cultural Arts & Entertainment	2,430.00	551,000.00	-548,570.00	0.4%
Total Expense	2,430.00	551,000.00	-548,570.00	0.4%
Net Ordinary Income	-2,430.00	-551,000.00	548,570.00	0.4%
Net Income	-2,430.00	-551,000.00	548,570.00	0.4%

Midtown Management District
Urban Planning Use of Funds
January 2025

Accrual Basis

	Jan 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	0.00	32,965.00	-32,965.00	0.0%
Total 700000 · Urban Planning	0.00	158,965.00	-158,965.00	0.0%
Total Expense	0.00	158,965.00	-158,965.00	0.0%
Net Ordinary Income	0.00	-158,965.00	158,965.00	0.0%
Net Income	0.00	-158,965.00	158,965.00	0.0%

Midtown Management District
Parking Benefits Use of Funds
January 2025

Accrual Basis

	Jan 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
730000 · Parking Benefits District				
730001 · Parking Benefits District	0.00	179,679.00	-179,679.00	0.0%
Total 730000 · Parking Benefits District	0.00	179,679.00	-179,679.00	0.0%
Total Expense	0.00	179,679.00	-179,679.00	0.0%
Net Ordinary Income	0.00	-179,679.00	179,679.00	0.0%
Net Income	0.00	-179,679.00	179,679.00	0.0%

Midtown Management District
District Administration Use of Funds
January 2025

Accrual Basis

	Jan 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
800000 · District Administration				
802000 · Legal Counsel	10,454.25	140,000.00	-129,545.75	7.5%
802040 · Public Hearing Service Plan	6,370.25	10,000.00	-3,629.75	63.7%
802042 · Public Information Request	0.00	5,000.00	-5,000.00	0.0%
803000 · Accounting & Auditing Expense	0.00	18,253.00	-18,253.00	0.0%
804000 · Insurance Expense				
804003 · Director's & Officers Insurance	0.00	4,150.00	-4,150.00	0.0%
804004 · General Liability	0.00	9,000.00	-9,000.00	0.0%
804005 · Insurance - other	0.00	5,735.00	-5,735.00	0.0%
Total 804000 · Insurance Expense	0.00	18,885.00	-18,885.00	0.0%
805000 · Assessment Collection Costs				
805120 · Collection Costs	2,955.03	0.00	2,955.03	100.0%
805000 · Assessment Collection Costs - Other	0.00	60,000.00	-60,000.00	0.0%
Total 805000 · Assessment Collection Costs	2,955.03	60,000.00	-57,044.97	4.9%
806000 · General Operating/Admin. Exp.				
806004 · Bank Service Charge	138.54	5,000.00	-4,861.46	2.8%
806005 · Gen. Operating/Admin. Expenses	0.00	10,000.00	-10,000.00	0.0%
806006 · District Cell Phone & Tablets	0.00	4,320.00	-4,320.00	0.0%
Total 806000 · General Operating/Admin. Exp.	138.54	19,320.00	-19,181.46	0.7%
807000 · Board Meeting & Misc. Exp.				
807001 · Board/Committee Mtgs/Misc Exp	491.25	19,000.00	-18,508.75	2.6%
Total 807000 · Board Meeting & Misc. Exp.	491.25	19,000.00	-18,508.75	2.6%
809000 · Administration Expense	0.00	350,000.00	-350,000.00	0.0%
Total 800000 · District Administration	20,409.32	640,458.00	-620,048.68	3.2%
Total Expense	20,409.32	640,458.00	-620,048.68	3.2%
Net Ordinary Income	-20,409.32	-640,458.00	620,048.68	3.2%
Net Income	-20,409.32	-640,458.00	620,048.68	3.2%

**Midtown Management District
Check Detail Report**

As of February 28, 2025

Type	Date	Num	Name	Memo	Amount
10000 - Operating Funds					
107600 - Texas Capital Operating x 2140					
Bill Pmt -Check	01/27/2025	ACH	City of Houston-Water Dept.	3118 AUSTIN (Elizabeth GLOVER Park) JAN 2025	-7.95
Bill Pmt -Check	01/29/2025	10661	East End Management District	Graffiti Abatement 12.06.24 & 12.17.24	-746.64
Bill Pmt -Check	01/29/2025	10662	Goode Technology Group, Inc.		-843.75
Bill Pmt -Check	01/29/2025	10663	Midtown Parks Conservancy'	VOID: REIMBURSEMENT FOR CREDIT CARD CHARGES 10.23.2024 - 12.24.2024	0.00
Bill Pmt -Check	01/29/2025	10664	SEARCH Homeless Services	Monthly Contribution/Reimbursables expenses to support Program (Dec 2024)}	-33.35
Bill Pmt -Check	01/30/2025	ACH	Reliant Energy	ELECTRICAL BILL1701 ELGIN ST (Baldwin Park) JAN 2025	-363.59
Bill Pmt -Check	01/30/2025	ACH	Reliant Energy	ELECTRICAL BILL3118 AUSTIN ST (Glover Park) JAN 25	-80.65
Check	02/05/2025	10665	Dennis Austin LLC		-193.46
Check	02/05/2025	10666	ATH HOLDING LLC	81 013 228 000 0003 PROPERTY TAX OVERAGE PAYMENT: 410 ANITA ST 13 : YEAR 2024	-121.98
Check	02/05/2025	10667	SMITH HOWARD III	81 138 567 001 0001 PROPERTY TAX OVERAGE PAYMENT: 2200 MAIN ST : YEAR 2024	-774.61
Check	02/05/2025	10668	GEORGE THOMAS	81 120 132 001 0001 PROPERTY TAX OVERAGE PAYMENT: 2903 LA BRANCH ST : YEAR ...	-23.54
Check	02/05/2025	10669	2204 INTEREST LTD	81 015 242 000 0014 PROPERTY TAX OVERAGE PAYMENT: 2204 LOUISIANA ST : YEAR 2...	-304.70
Check	02/05/2025	10670	H T INVESTMENT CORPORATI...	81 019 146 000 0007 PROPERTY TAX OVERAGE PAYMENT: 3101 MAIN ST : YEAR 2024	-368.47
Check	02/05/2025	10671	Ayşe & Ozgul Merih	81 121 590 001 0010 PROPERTY TAX OVERAGE PAYMENT: 422 MCGOWEN ST : YEAR 2...	-66.70
Check	02/05/2025	10672	LYNX LANE TERRACES	81 013 080 000 0005 PROPERTY TAX OVERAGE PAYMENT: 1301 ISABELLA ST 4 : YEAR ...	-103.43
Check	02/05/2025	10673	WOMACK GERALD	81 019 182 003 0013 PROPERTY TAX OVERAGE PAYMENT: 1508 FRANCIS ST : YEAR 20...	-32.47
Check	02/05/2025	10674	YATES MARIA	81 124 768 002 0003 PROPERTY TAX OVERAGE PAYMENT: 1407 ELGIN ST : YEAR 2024	-28.80
Check	02/05/2025	10675	ALABAMA CENTER LLC	81 025 028 000 0005 PROPERTY TAX OVERAGE PAYMENT: 1025 ALABAMA ST : YEAR 2...	-128.06
Check	02/05/2025	10676	2808 Caroline LLC	81 019 085 000 0012 PROPERTY TAX OVERAGE PAYMENT: 2808 CAROLINE ST : YEAR 2...	-348.88
Check	02/05/2025	10677	Pankaj Kumar Chopra	81 120 347 001 0005 PROPERTY TAX OVERAGE PAYMENT: JAGUAR 20250106000400006	-36.90
Check	02/05/2025	10678	FIFTH THIRD BANK		-729.42
Check	02/05/2025	10679	SUSAN M KNIGHT	81 051 356 000 0002 PROPERTY TAX OVERAGE PAYMENT: JAGUAR 20241231001200003	-164.26
Check	02/05/2025	10680	LERETA CORP'	81 121 394 001 0005 PROPERTY TAX OVERAGE PAYMENT	-518.68
Check	02/05/2025	10681	CORELOGIC CENTRALIZED RE...		-6,156.65
Check	02/05/2025	10682	SKYRIVER INTERNATIONAL LLC	81 134 549 001 0004 PROPERTY TAX OVERAGE PAYMENT	-610.05
Check	02/05/2025	10683	LISEWSKY LEONARD R	81 122 219 001 0002 PROPERTY TAX OVERAGE PAYMENT	-4.00
Check	02/05/2025	10684	Rice RE Holdings III		-284.25
Bill Pmt -Check	02/05/2025	10685	Always in Season Decorating Ser...	Public Safety Light Program—Bagby Park	-2,141.60
Bill Pmt -Check	02/05/2025	10686	Equi-Tax, Inc.		-21,200.93
Bill Pmt -Check	02/05/2025	10687	FordMomentum LLC	NOV24 - Communications planning and strategy for MMD 10 year Service and Improvement Plan	-2,250.00
Bill Pmt -Check	02/05/2025	10688	Harris County Treasurer	Constable Services for 03.01.2025	-41,367.00
Bill Pmt -Check	02/05/2025	10689	Jaime Giraldo	January 2025	-91.70
Bill Pmt -Check	02/05/2025	10690	Medley Incorporated	January 2025 Retainer: General Marketing, Social Media Services, Communications	-11,739.65
Bill Pmt -Check	02/05/2025	10691	Metropolitan Landscape Manage...	Monthly Maintenance Agrmt BALDWIN & GLOVER Parks—JANUARY 2025	-1,710.00
Bill Pmt -Check	02/05/2025	10692	One World Strategy Group LLC	Service & Improvement Plan January 2025	-3,956.25
Bill Pmt -Check	02/05/2025	10693	Padron Design Studio LLC DBA ...	Maintenance & Content Ongoing Retainer January 2025	-2,250.00
Bill Pmt -Check	02/05/2025	10694	Perdue, Brandon, Fielder, Collins...		-4,160.05
Bill Pmt -Check	02/05/2025	10695	SEAL Security Solutions LLC	December 1- 31, 2024 - Commissioned Security Officers with Vehicle and Occasional K-9	-31,683.40
Bill Pmt -Check	02/05/2025	10696	Robert Bob	MLK Poem Black History Now Feb 2024	-200.00
Bill Pmt -Check	02/05/2025	10697	Midtown Parks Conservancy'	REIMBURSEMENT FOR CREDIT CARD CHARGES 10.23.2024 - 12.24.2024	-4,588.33
Bill Pmt -Check	02/05/2025	10698	Midtown Redevelopment Authority	Operating Expense Reimbursement Quarter ending December 2024	-195,676.06
Bill Pmt -Check	02/12/2025	10699	AMAO Creative, Inc	HueMan: Shelter Film Storytelling 01.27.2025	-21,000.00
Bill Pmt -Check	02/12/2025	10700	BRACEWELL LLP		-18,679.25
Bill Pmt -Check	02/12/2025	10701	Minor Design Group, Inc.	Concept: Mistletoe Market Add Ons December 2024	-1,150.00
Bill Pmt -Check	02/12/2025	10702	Outspoken Bean LLC	HueMan: Shelter Storyteller January 2025	-9,000.00
Bill Pmt -Check	02/12/2025	10703	smc Logistics, LLC		-33,867.50
Bill Pmt -Check	02/19/2025	10704	East End Management District	Graffiti Abatement 01.19.25 & 01.23.25	-746.52
Bill Pmt -Check	02/19/2025	10705	Kwik Kopy	Midtown Reimagine Legal Size & Poster September 2024	-164.00
Bill Pmt -Check	02/19/2025	10706	Midtown Redevelopment Authority	Qtrly CPA Services	-21,338.91
Bill Pmt -Check	02/19/2025	10707	SEARCH Homeless Services	Monthly Contribution/Reimbursables expenses to support Program (Jan 2025)}	-6,066.62
Bill Pmt -Check	02/24/2025	ACH	Reliant Energy	ELECTRICAL BILL1701 ELGIN ST (Baldwin Park) FEB 2025	-316.17
Bill Pmt -Check	02/24/2025	ACH	Reliant Energy	ELECTRICAL BILL3118 AUSTIN ST (Glover Park) FEB 25	-97.82
Check	02/25/2025	10708	BAGBY 3015 LLC	81 013 228 000 0012 PROPERTY TAX OVERAGE PAYMENT: 3015 BAGBY ST: YEAR 2023	-49.53
Check	02/25/2025	10709	The Cole Law Firm PLLC ATTN ...	81 019 187 000 0003 PROPERTY TAX OVERAGE PAYMENT: 3208 Austin St Year: 2022	-219.42
Check	02/25/2025	10710	The Cole Law Firm PLLC ATTN ...	81 019 187 000 0003 PROPERTY TAX OVERAGE PAYMENT: 3208 AUSTIN ST: YEAR 2023	-181.64
Check	02/25/2025	10711	GAYTAN RAFAEL	81 122 511 001 0003 PROPERTY TAX OVERAGE PAYMENT	-5.20
Check	02/25/2025	10712	4510 S MAIN LLC	81 025 021 000 0001 PROPERTY TAX OVERAGE PAYMENT: 4510 MAIN ST : YEAR 2023	-1,723.37
Check	02/25/2025	10713	GRAETER PROPERTIES L.L.C.	81 137 849 001 0001 PROPERTY TAX OVERAGE PAYMENT: 3319 LOUISIANA ST Year: 2023	-158.30
Check	02/25/2025	10714	H MIDTOWN LP	81 002 263 002 0001 PROPERTY TAX OVERAGE PAYMENT: 2111 AUSTIN ST 216: YEAR 2...	-5,655.41
Check	02/25/2025	10715	Leen Salam Inc	81 019 191 000 0004 PROPERTY TAX OVERAGE PAYMENT: 3402 San Jacinto St Year: 2022	-132.22
Check	02/25/2025	10716	LEVAN REAL ESTATE LP'		-1,148.46
Check	02/25/2025	10717	Nova Terranova LLC	81 122 491 001 0001 PROPERTY TAX OVERAGE PAYMENT: 4817 MAIN ST Year: 2023	-561.87
Check	02/25/2025	10718	OS AUSTIN LLC	2409 AUSTIN ST 81 019 029 000 0005 TAX YEAR: 2023	-168.24
Check	02/25/2025	10719	Rice RE Holdings III	81 025 023 000 0009 PROPERTY TAX OVERAGE PAYMENT: Jaguar #20240130001900016	-315.92
Check	02/25/2025	10720	WB Trading & Brokering Inc	81 135 014 001 0001 PROPERTY TAX OVERAGE PAYMENT: 81-MMD	-14.18
Bill Pmt -Check	02/26/2025	10721	Goode Technology Group, Inc.	TECH work	-406.25
Bill Pmt -Check	02/26/2025	10722	Minor Design Group, Inc.	See Something Say Something Production, Printing, & Fabrication February 2025	-2,520.00
Total 107600 - Texas Capital Operating x 2140					-461,777.01
Total 10000 - Operating Funds					-461,777.01
TOTAL					-461,777.01

No assurance is provided on these financial statements

MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT

February 2025

BILLING AND COLLECTION SUMMARY

FISCAL YEAR END

01/01/2025 TO 12/31/2025

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2024	0.1181	\$3,438,336.22	\$3,180,055.14	\$258,281.08	92%
2023	0.1181	\$3,329,415.44	\$3,305,914.71	\$23,500.73	99%
2022	0.1181	\$3,187,732.34	\$3,177,825.57	\$9,906.77	99%
2021	0.1181	\$3,024,972.34	\$3,019,098.01	\$5,874.33	99%
2020	0.1181	\$2,811,116.60	\$2,806,968.30	\$4,148.30	99%
2019	0.1181	\$2,581,831.38	\$2,578,658.29	\$3,173.09	99%
2018	0.1181	\$2,381,416.63	\$2,378,797.66	\$2,618.97	99%
2017	0.1181	\$2,306,555.49	\$2,304,118.78	\$2,436.71	99%
2016	0.1181	\$2,217,803.36	\$2,216,220.73	\$1,582.63	99%
2015	0.1181	\$1,980,324.33	\$1,979,095.84	\$1,228.49	99%
2014	0.1181	\$1,783,793.61	\$1,782,106.79	\$1,686.82	99%
2013	0.1181	\$1,563,555.15	\$1,562,484.06	\$1,071.09	99%
2012	0.1181	\$1,451,155.01	\$1,450,501.43	\$653.58	99%
2011	0.1181	\$1,373,992.65	\$1,373,427.38	\$565.27	99%
2010	0.1181	\$1,366,296.19	\$1,365,689.94	\$606.25	99%
2009	0.1181	\$1,400,596.16	\$1,399,958.95	\$637.21	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
2024 Assessment Collected	800,665.94	2,829,757.72
2023 Assessment Collected	-1,016.26	14,795.80
2022 Assessment Collected	1,516.28	1,516.28
2021 Assessment Collected	1,126.50	1,126.50
2020 Assessment Collected	0.00	0.00
2019 Assessment Collected	0.00	0.00
2018 Assessment Collected	0.00	0.00
2017 Assessment Collected	0.00	0.00
2016 Assessment Collected	0.00	0.00
2015 Assessment Collected	0.00	0.00
2014 Assessment Collected	0.00	0.00
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
Prior Years Assessment Collected	0.00	0.00
Miscellaneous Revenue	0.00	0.00
Penalty & Interest	5,342.43	9,131.68
Overpayments	427.47	8,932.55
Estimated Payment	0.00	0.00
CAD Corrections	0.00	0.00
CAD Lawsuit Corrections	7,026.28	9,521.38
Collection Fees	1,395.62	5,315.88
Total Revenue	816,484.26	2,880,097.79
Overpayments & CAD Refunds Presented	1,460.93	12,460.24
Overpayments Applied to Assessment	0.00	0.00

ASSESSMENT PLAN

2015 - 2024

ASSESSED VALUE FOR 2020	2,412,004,908	
ASSESSED VALUE FOR 2021	2,568,831,965	
ASSESSED VALUE FOR 2022	2,699,180,317	
ASSESSED VALUE FOR 2023	2,819,149,366	
ASSESSED VALUE FOR 2024	2,911,376,932	UNCERTIFIED 573,607

Prepared by Equi-Tax Inc
Collector For the District

MIDTOWN MANAGEMENT DISTRICT
ASSESSMENT COLLECTION REPORT
February 2025

2024 TOP TEN ASSESSMENT PAYERS

PROPERTY OWNER	PROPERTY TYPE	ASSESSED VALUE	ASSESSMENT AMOUNT
William Marsh Rice University	Real, Commercial	143,980,795	170,041.32
Caydon Houston Property LP	Multi-Family Units	108,405,645	128,027.07
Post Midtown Square LP	Multi-Family Units	104,761,108	123,722.87
3300 Main Project Owner LP	Multi-Family Units	102,709,321	121,299.71
2009 CPT Community Owner LLC	Multi-Family Units	87,419,650	103,232.61
Pearl Rosemont LLC	Multi-Family Units	85,172,212	100,588.38
2800 Main LLC	Multi-Family Units	76,102,154	89,876.64
Mid-Main Properties LP	Multi-Family Units	71,414,208	84,340.18
VR Calais Holdings Limited Partners	Multi-Family Units	68,722,459	81,161.22
Pearl Residences at Midtown Owner LLC	Multi-Family, Commercial	61,702,564	72,870.73

TEN LARGEST DELINQUENT ACCOUNTS

PROPERTY OWNER	ACCOUNT	ASSESSMENT YEAR	
WILLIAM MARSH RICE UNIVERSITY	81 141 460 001 0001	2024	38,790.51
MID-MAIN PROPERTIES	81 135 584 001 0001	2024	21,894.20
MHI LANDHOLDINGS LLC	81 144 288 001 0001	2024	10,986.45
***COHEN JAY H	81 019 190 000 0006	2013 - 2024	7,876.88
MIDTOWN SCOUTS SQUARE PROPERTY	81 125 831 001 0001	2024	5,901.34
OPAL ARROW LLC	81 124 682 001 0001	2024	5,871.05
**ROBINSON DORRIS	81 034 259 000 0004	2016 - 2024	4,786.38
CRIADO MINNIE F	81 120 532 000 0006	2012 - 2024	4,138.89
GIANG MUOI T	81 002 177 000 0001	2024	3,551.77
3300 SMITH STREET LLC	81 013 242 000 0003	2024	3,508.87

***Suit Filed

**Account Deferred

* Pending HCAD Value Lawsuits

COLLECTION TREND PERCENTAGE

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

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

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	1,979,095.84	
2016	0.1181	1,842,697,000	2,176,225.16	2,067,413.90	2,216,220.73	
2017	0.1181	1,980,899,000	2,339,441.72	2,222,469.63	2,304,118.78	
2018	0.1181	2,109,657,000	2,491,504.92	2,366,929.67	2,378,797.66	
2019	0.1181	2,236,237,000	2,640,995.90	2,508,946.11	2,578,658.29	
2020	0.1181	2,359,230,000	2,786,250.63	2,646,938.10	2,806,968.30	
2021	0.1181	2,477,191,000	2,925,562.57	2,779,284.44	3,019,098.01	
2022	0.1181	2,601,051,000	3,071,841.23	2,918,249.17	3,177,825.57	
2023	0.1181	2,731,104,000	3,225,433.82	3,064,162.13	3,305,914.71	
2024	0.1181	2,867,659,000	3,386,705.28	3,217,370.02	3,180,055.14	
			27,058,984.61	25,706,035.38		2,570,603.54

MAXIMUM RATE .1500 PER \$100

2024 EXEMPTIONS

EXEMPTION TYPE	NUMBER APPLIED	APPROVED AMOUNT	VALUE LOSS
Homestead	1198	20% (State Maximum)	88,256,495
Over 65	172	15,000	2,453,409
Disability	8	15,000	120,000
Disabled Veteran	23	Per Statute	2,299,684
Over 65 Detached Single Family	29	Totally Exempt	7,679,891

MMD PROPOSED AMENDED BUDGET_3_05_2025 (January 1, 2025 to December 31, 2025)

{2024 Certified & Uncertified Value As of September, 2024 } \$ 2,920,682,952

	Approved 2025 Budget	Proposed Amended 2025 Budget	Changes from Approved Budget
	0.1181	0.1181	
Sources of Funds			
Tax Revenue - All Years, Penalties, Fees, Collection Cost	3,276,860	3,276,860	
MISC REVENUE			
400102 Grant Revenue	300,000	300,000	
403000 Other Income			
403120 Parking Benefit District (COH/Committed-Directed)	179,769	179,769	
403100 Booth and Events Fees	5,000	5,000	
403105 Application Fees	1,000	1,000	
403110 Event Sponsorship			
404000 Interest Income - (Invest Interest Earned)	175,000	175,000	
406000 Interest on CD (Interest earned on CD purchases)	-	-	
Sub-Total Misc Revenue	660,769	660,769	
Total Sources of Funds	3,937,629	3,937,629	

Uses of Funds			
50000 SECURITY AND PUBLIC SAFETY			
500001 Security and Public Safety - General Expenses			
501000 Street Lighting - Electricity	110,000	80,000	(30,000) * A
502000 Enhancement Public Safety			
502011 Harris County Precinct 7	505,080	505,080	
502012 SEAL Program	391,500	703,000	311,500 * A
502014 SEARCH	76,401	76,401	
502015 HPD Homeless Outreach Team	100,000	21,000	(79,000) * A
502016 Directed Enforcement	69,810	69,810	
504000 Security Coordinator	3,000	3,000	
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	2,000	
509500 Public Safety Parks Program	10,000	10,000	
509555 Public Safety Communications	5,500	5,500	
509560 Professional Development	7,000	7,000	
Direct Clean Ups - SMC	35,000	35,000	
509700 Personnel Expense	153,059	153,059	
Total Security and Public Safety	1,511,850	1,714,350	202,500

60000 MARKETING			
601007 Media Advertising & Promotional Items	33,000	33,000	
602000 Website Hosting and Maintenance	27,000	27,000	
603004 Resident/Stakeholder Focused Communications	15,000	15,000	
603005 Midtown Newspaper	15,000	15,000	
607000 Midtown eNews	2,050	2,050	
609003 Cultural Arts Guide	9,200	9,200	
609520 Marketing - Communications	15,000	15,000	
609700 Personnel Expense	21,806	21,806	
Total Marketing	138,056	138,056	

61000 ECONOMIC DEVELOPMENT			
Media Advertising & Promotional Items	10,000	10,000	
Business Grants	30,000	30,000	
Community Engagement Programs for Bus	15,000	15,000	
State of Midtown	20,000	20,000	
Economic Development Guide	9,200	9,200	
Professional Development	3,000	3,000	
Eco Dev - Communications	10,000	10,000	
Personnel Expense	15,000	15,000	

MMD PROPOSED AMENDED BUDGET_3_05_2025 (January 1, 2025 to December 31, 2025)

		Approved 2025 Budget	Proposed Amended 2025 Budget	Changes from Approved Budget
Total Economic Development		112,200	112,200	

70000 URBAN PLANNING

702025	Bike Rides {BikeHouston Partnership}	1,000	1,000	
702030	Street Safety & Public Realm Enhancements	95,000	95,000	
702500	Planning Studies --	30,000	30,000	
706700	Personnel Expense	32,965	32,965	
Total Urban Planning		158,965	158,965	

71000 CULTURAL ARTS & ENTERTAINMENT

710102	Art Project Sponsorships - Midtown Artist in Residence and Public Art P	15,000	15,000	
709103	Midtown Mural Project - city wide mini mural project	24,000	24,000	
710106	Art in the Park	80,000	0	(80,000) * B
710107	Mistletoe Market	90,000	0	(90,000) * B
710108	Special Events in Midtown	50,000	50,000	- * B
710110	Parks Programming	30,000	30,000	- * B
710112	Cultural Arts - Website			
710113	Cultural Arts - Communications	16,000	16,000	
710114	MidtownHOU Arts Micro Grants	35,000	35,000	
710115	Mini-Performing Arts Festival			
710116	Professional Development	7,500	5,000	(2,500) * B
710117	Membership	5,500	5,500	
710119	Black Heritage Month Event	30,000	0	(30,000) * B
710118	Grant Consultants	8,000	8,000	
	Outdoor Public Art Gallery	25,000	25,000	* B
	Cultural Arts Master Plan	25,000	25,000	* B
	Cultural Arts & Entertainment - Other	20,000	20,000	* B
710700	Personnel Expense	110,000	110,000	* B
Total Cultural Arts & Entertainment		571,000	368,500	(202,500)

72000 SERVICE & MAINTENANCE

722005	Baldwin/Glover Park			
722051	Water	8,000	8,000	
722052	Electric	4,700	4,700	
722053	Path Gravel	18,819	18,819	
722054	Irrigation Repairs	6,266	6,266	
722055	Landscape Repairs/Replacement	31,365	31,365	
722056	Baldwin/Glover Park Maintenance	45,520	45,520	
722057	Park Lighting	62,350	62,350	
722058	Dog Park Maintenance	5,228	5,228	
722059	Fountains	5,000	5,000	
Sub-Total Baldwin/Glover Park		187,248	187,248	
725001	Field Services Team	383,160	383,160	
725002	Graffiti Abatement	22,300	22,300	
725003	Supplies	627	627	
725004	Storage	7,300	7,300	
725005	Seasonal Planting - PROW	20,910	20,910	
725007	Tree Maintenance	67,958	67,958	
725008	Landscaping/Tree Planting	20,910	20,910	
725009	Pet Waste Bags	5,228	5,228	
725014	Sidewalk Projects (Repair/Replacement)			
	Contingency	100,000	100,000	
725015	Maintenance Expenses	4,182	4,182	
Sub-Total Field Services		632,575	632,575	
726000	Service & Maintenance-Other			
BBB	Service & Maintenance-Other			
726010	SeeClickFix	11,100	11,100	
726100	Legacy Maintenance Project	400,000	400,000	

MMD PROPOSED AMENDED BUDGET_3_05_2025 (January 1, 2025 to December 31, 2025)

		Approved 2025 Budget	Proposed Amended 2025 Budget	Changes from Approved Budget
726100	District New Improvements Projects Contract - Holman St, Main St./Median & Entry Portals; Caroline Street	200,000	200,000	
726300	Legacy and New Improvement Contingency	75,000	75,000	
726002	Art in the Park	6,273	6,273	
726003	Dark Block Program	6,273	6,273	
726004	Street Safety & Bikeway Maintenance	20,910	20,910	
726005	Native Planting	20,910	20,910	
728000	Personnel Expense	161,665	161,665	
	Sub-Total Service & Maintenance-Other	902,131	902,131	
	Total Service and Maintenance	1,721,954	1,721,954	

ADMINISTRATION

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

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	600,000	
	Total Bloomberg Grant	600,000	600,000	

Total Uses of Funds

	Total Uses of Funds	5,639,162	5,639,162	
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RESERVES

	Reserve Funds	901,533	901,533	
	Bloomberg Foundation Grant	600,000	600,000	
	Houston Endowment Grant	200,000	200,000	
	TOTAL USES & RESERVES	5,639,162	5,639,162	
	TOTAL SOURCES	5,639,162	5,639,162	
	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

SECURITY SERVICES CONTRACT

This SECURITY SERVICES CONTRACT (this "Contract") is entered into as of January 1st, 2025 (the "Commencement Date"), between **S.E.A.L. Security Solutions, LLC** (the "Contractor"), and Midtown Management District, a municipal management district within The City of Houston (the "District") (hereinafter the Contractor and the District may be referred to collectively as the "Parties").

Whereas, the Contractor employs licensed security officers who provide services to various political subdivisions of the State of Texas; and

Whereas, the District by and through its Board of Directors (the "Board") wishes to contract with Contractor to provide the licensed security officers it has determined are required to provide security services and there by protect the District's property;

NOW, THEREFORE, in consideration of the forgoing in the parties herby agree as follows:

1. **SCOPE OF SERVICES.**

The Contractor shall perform the security services described in **Schedule A**, attached hereto and incorporated herein by reference, (the "Services") within the District in accordance with this Contract and all post orders or other written guidelines agreed upon by District and Contractor in writing. The District has specified the nature, type and degree of, and hours for, the services to be provided by Contractor for the purpose of carrying out the terms and conditions of this Contract.

2. **BILLING: PAYMENT.**

- (a) The District shall pay the Contractor for the Services as specified in **Schedule A**. The rates contained in **Schedule A** shall become effective as of the Commencement Date and shall remain in force for one year thereafter. The District will not be charged sales taxes or any other tax on the performance of this Contract; as a political subdivision, it is tax exempt (EXEMPTION CERTIFICATE REQUIRED).
- (b) The District agrees to pay holiday rates for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (c) Overtime other than holidays is not authorized. Overtime referring to any hours over contracted hours. Overtime may be paid upon written request by the District's Public Safety Coordinator, or for emergencies requiring officers to remain on post beyond scheduled shifts, subject to approval thereof by the Public Safety Coordinator and/or Director of Operation of Strategic Planning. The District agrees to pay overtime rates, based on contract billing rates found in **Schedule A**.

- (d) Contracted hours will include drive time not to exceed 30 minutes each way
- (e) Fuel Surcharge Clauses: A fuel surcharge totaling 3% of the District's monthly invoice amount will be added for each 50 Cent increment that fuel (gasoline (87)) rises above \$4.00 per gallon (monthly average). Fuel pricing information will be obtained from AAA's Fuel Gage Report and based on the monthly average for the Houston, TX metro area.
- (f) Credit Card Payment Surcharge Clause: A convenience fee of 3% will be applied to the total for all payments when paid by Credit Card.
- (g) Contractor will invoice District monthly for the Services performed. All invoices must be received by the 5th of each month and will be paid on the 10th of the succeeding month. Payments not received by Contractor within 90 days from the date of the invoice shall accrue interest at the rate provided in Sec. 2251.025, Texas Government Code.
- (h) If District contracts with a Third-Party Compliance/Risk Management vendor, the District shall pay all third-party fees, costs, expenses and assessments in connection with such services.

3. TERM: TERMINATION: RENEWAL. The initial term of this Contract shall be for one year beginning on the Commencement Date. The Contract will automatically renew annually unless otherwise terminated. The Contract may be terminated: _____

- (a) by Contractor if the District fails to make payments as required herein, which remain unpaid 60 days after notice of such past due amount;
- (b) by either Party effective 30 days from the receipt of written notice to the other of the intent to terminate the contract.
- (c) by the District upon the default by the Contractor in the performance of its obligations under the Contract.

4. DUTIES OF SECURITY OFFICERS. Contractor's security officers assigned to the Services will perform the Services set forth in the Contract. The security officers will perform the duties assigned to them in accordance with **Schedule A** and any applicable written post orders or guidelines but shall be under the sole control and direction of the Contractor. The security officers, while on duty, shall wear uniforms, present a neat and orderly appearance, and shall perform their duties in a courteous and respectful manner.

5. INSURANCE AND INDEMNITY. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the District evidencing the following insurance coverage, which coverage shall be maintained throughout the

term of this Contract. Certified copies of each policy shall be furnished to the District upon the District's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Contract. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the District or others. Cancellation or expiration of any of said insurance policies shall not preclude the District from recovery thereunder for any liability arising under this Contract.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$1,000,000.
- C. Commercial General Liability Insurance with limits not less than:
 - i. Each occurrence - \$1,000,000
 - ii. General aggregate - \$2,000,000
 - iii. Personal & Advertising Injury - \$1,000,000
 - iv. Additional Umbrella - \$3,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)

Contractor's insurance shall include the following endorsements:

- A. The District and the District's agents and employees shall be added as additional insureds to all coverage required under this Contract for all liability, including ongoing and completed operations, arising out of Contractor's work under this Contract, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven days prior written notice to the District. Renewal certificates shall be provided at least 30 days prior to the termination date of the current certificates of insurance during the term of this Contract.

- C. Inasmuch as District and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against District, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary, by endorsement, that each such insurer fully waives subrogation against the District and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the District as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the District, and that neither Contractor nor its insurer will seek contribution or recovery from the District or such other insurance available to the District.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Contract, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE DISTRICT OF ANY COMMON LAW DUTY, ANY TERM OF THIS CONTRACT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE DISTRICT. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE DISTRICT FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK,

REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE DISTRICT.

6. INABILITY TO PERFORM PROTECTIVE SERVICES. Contractor will not be liable for any failure or delay in performing the Services, in whole or in part, where such failure or delay is caused by circumstances beyond Contractor's control, including acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, court order or any other cause over which Contractor does not have direct control.

7. RECRUITMENT AND TRAINING EXPENSES. Each security officer assigned to the Services has been recruited and trained at Contractor's expense using methods and training programs developed by Contractor and are not reimbursable by the District.

All security officers provided to the District by Contractor shall be security officers licensed as such by the State of Texas. Such officers shall be fully trained on best practices for security patrolling, interacting with the public, and how and when they can use force without violating the constitutional rights of any individual. The Contractor shall provide to the District information on its training regimen, including and recurring training programs.

8. COMPLIANCE.

A. Contractor and District shall comply with all applicable Federal, State and local laws, rules and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. In addition, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job. Further, and in accordance with 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified special disabled veterans, recently separated veterans, and other protected veterans.

B. More specifically:

- (a) Contractor hereby certifies that Contractor is not delinquent in a tax owed the State of Texas under Chapter 171, Texas Tax Code.
- (b) To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "**SB 19**"), Texas Government Code, as amended, Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any:

- (i) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code, as amended, does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

- (c) To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, 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. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code, as amended, does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.
- (d) For purposes of compliance with Section 2271.002, Texas Government Code, as amended, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- (e) For purposes of compliance with Section 2252.152, Texas Government Code, as amended, Contractor hereby represents and warrants that, at the time of this Agreement, neither Contractor nor any wholly owned subsidiary,

majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code.

- (f) 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, Texas 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, Midtown agrees to acknowledge Contractor's Form 1295 through its electronic filing application. Midtown and Contractor understand and agree that, with the exception of information identifying Contractor and the contract identification number, Midtown is not responsible for the information contained in Contractor's Form 1295 and Midtown has not verified such information.

9. SEVERABILITY OF PROVISIONS. The covenants and provisions contained in this Contract are separate and independent and in the event any section, paragraph or provision hereof shall be declared invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Contract, which should be construed as if such invalid, illegal or unenforceable section, paragraph or provision had never been contained herein.

10. ASSIGNMENT. This Contract shall not be assigned by either Party without the other Party's prior written consent.

11. GOVERNING LAW. This Contract and all amendments, modifications, alterations or supplements hereto shall be deemed to have been executed in and shall be governed by and construed in accordance with the laws of the State where the service is performed.

12. NOTICE. Any notice required to be delivered by either Party under this Contract shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed in a registered or certified postpaid envelope deposited in the United States mail addressed to the address of either Party as set forth below:

To Contractor: S. E. A. L. Security Solutions, LLC
1525 Blalock Road
Houston, Texas 77080
Attention: Grant Goldin

To District: Midtown Management District
410 Pierce Street, Suite 355.

Houston TX 77002
Attention: Executive Director

13. **NON-WAIVER.** Any failure of either party to strictly enforce the provisions of this Contract shall not constitute a waiver of any contractual rights hereunder, unless such waiver is in writing signed by the waiving party.
14. **INDEPENDENT CONTRACTOR.** The relationship of Contractor to District under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship between the Parties. Contractor shall be responsible for payroll, payroll taxes (including Federal and State withholding taxes, Federal Social Security taxes and State unemployment taxes), costs of any background checks, uniforms and all other expenses of Contractor in conjunction with the performance of this Contract.
15. **LICENSES AND PERMITS.** Contractor, its officers and employees, shall be duly licensed and will obtain all permits necessary and required to perform Services by the State of Texas, Harris County or the City of Houston.
16. **NO THIRD-PARTY BENEFICIARIES.** The Services are being provided only to District or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this Contract. Contractor shall not be liable to any persons or entities not a party to this Contract for any bodily injuries, including death, or property damage, unless caused by Contractor.
17. **ENTIRE AGREEMENT.** This Contract is the final expression and embodies the entire agreement of the Parties relating to the subject matter hereof. No amendment or modification of this Contract shall be valid or binding upon the Parties unless made in writing and properly executed by Contractor and District.
18. **MISCELLANEOUS.**
 - (a) All references to the Parties shall include the plural as well as the singular, and heirs, legal representatives, successors and permitted assigns, whether the same is masculine, feminine or neutral.
 - (b) Each individual executing this Contract on behalf of a political subdivision, a limited liability company, a corporation, a partnership or any other legal entity (the "entity") represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the entity, and that this Contract is binding upon said entity in accordance with its terms.
 - (c) All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.

- (d) The captions, section numbers and articles appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Contract.
- (e) Client understands that S.E.A.L. reserves the right to suspend K9 Service And Not put a K9 on property in the event of inclement weather, severe rain or thunderstorms or excessive heat or cold.
- (f) S.E.A.L. Security Solutions, LLC may provide you or your authorized agent(s) information on actual, suspected, and potential incidents, including criminal activity or security concerns. Any information S.E.A.L. Security Solutions, LLC provides you is based on the information at the time of reporting to you, from sources believed to be reliable, and is true to the best of S.E.A.L. Security Solutions, LLC knowledge. You agree that S.E.A.L. Security Solutions, LLC provides you or your authorized agent(s) such information for your sole use and purpose in the management and execution of authorized duties. You further acknowledge and accept that S.E.A.L. Security Solutions, LLC does not intend that it provides you be disclosed to, relied on, or otherwise used by, anyone other than those authorized to receive such information, and understand that such information may contain personal, private, or otherwise identifying information and may compromise the safety and security of others. As such, you expressly agree and warrant that any publication, dissemination, or disclosure of information that S.E.A.L. Security Solutions, LLC provides you of any kind to anyone not authorized to receive such information shall be at your and/or your authorized agent(s)' sole risk and liability. You further expressly agree that you shall hold S.E.A.L. Security Solutions, LLC harmless and indemnify S.E.A.L. Security Solutions, LLC for all liability and damages arising from any publication, dissemination, or disclosure of said information to anyone not authorized to receive such information, including attorney fees and expenses.
- (g) You represent and warrant that you have authority to bind Midtown Management District, and you specifically authorized the following persons to receive information on actual, suspected, and potential incidents, including criminal activity or security concerns, and/or that may contain personal, private, or otherwise identifying information:

<u>Jamie Giraldo</u>	<u>Cynthia Alvarado</u>
<u>Matt Thibodeaux</u>	<u>Vernon Williams</u>

IN WITNESS WHEREOF the Parties have caused this Contract to be executed as of the Commencement Date by a duly authorized agent.

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

Midtown Management District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Schedule A

A. **Place of Performance:** Midtown Management District

B. **Scope of Work: Security Patrol**

Security officers to conduct armed patrols of all District land and facilities; if applicable

- Patrols will be 336 hours per week
- Two (2) Level III Commissioned Security Officer w/ Occasional K9 per shift
- Two (2) Marked Patrol Vehicle per shift
- Record patrol activities through internal reporting system; Daily Officer Report
- Provide Company GPS system generated reports on Community patrols as requested by the Point of Contact for the Contract
- Provide monthly activity report to the District. Electronic copies forwarded to Executive Director are acceptable.
- Attend monthly District Public Safety meetings (if applicable) and Board of Directors meetings. The Contractor will provide 3 printed copies of the monthly reports as well as a digital copy. An additional fee of \$3.00 will be incurred for all printed copies made by the Contractor.
- Develop and maintain cordial working relationships with District residents and customers to foster open communications and most importantly, information sharing regarding area criminal activities.
- Develop and maintain cordial working relationship with Houston Police Department, as well as all other local, state and federal law enforcement agencies.
- Inspect property within the District for tagging and graffiti and report weekly to the Point of Contact for the Contract. Electronic reports(e-mail) are acceptable.
- Distribute security related materials to District residents and customers at the request of the District. Requests will be made to Contractor Management and approved prior to distribution.
- Take immediate, appropriate action and report all criminal and or suspicious activities to Point of Contact for Contract. *All incidents involving felony crimes or use of force must be reported to the Point of Contact for Contract within 24 hours of occurrence.
- Contractor must be Texas State Licensed Security Guard Company with current liability Insurance Policy.

- Officers must provide their own transportation, uniforms, and equipment. All equipment must be properly maintained so that officers can devote their time to patrolling the District.
- Contractor is authorized to provide 336 hours of security coverage per week. The Board and the Contractor will agree on the specific hours, which the Point of Contact for the Contract, shall revise at the request of the Board. A week is defined as seven consecutive days, Monday through Sunday.

C. Summary of Rates:

Service Hours: 336 hours per week

Hourly Rate: \$38.21 an hour

Holiday Rate: \$57.32 an hour

Yearly Total: \$668,000.00 (not including holiday)

Hourly Rate does not include Tax or Holiday Rates. The Contractor shall provide a visible presence, and shall deter, observe, report and arrest when necessary. Contractor is not an insurer of the Services and makes no representation, express or implied, that its services will prevent injury, loss or damage.

Event Rate Policy:

Event Security Services is defined as any security services requested and provided, for less than the standard 8-hour shift. Event Security Services will be billed at **\$225.00 per officer** and will include up to 4 hours of security coverage. Any additional security coverage at the location, will be billed at a rate of \$45.00 per hour, or part thereof, per officer, Event Security Services provided on any of the listed

D. Invoice(s) Address(es): Submit all invoices electronically to:

accounting@midtown-tx.org

**FIRST AMENDMENT TO THE MAINTENANCE AGREEMENT WITH MIDTOWN
MANAGEMENT DISTRICT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS FIRST AMENDMENT TO THE MAINTENANCE AGREEMENT FOR MAINTENANCE SERVICES (“FIRST AMENDMENT”) is made on the counter-signature date by and between the **CITY OF HOUSTON, TEXAS** (the “City”), a home-rule city of the state of Texas, and **MIDTOWN MANAGEMENT DISTRICT** (the "District"), a municipal management district created by the State of Texas under the provisions of Chapter 3809 of the Special District Local Laws Code.

RECITALS:

1. Pursuant to Ordinance No. 2019-0288 (April 17, 2019), the City and the District entered into an Agreement for a Maintenance Agreement (the “Original Agreement”).
2. The City and the District desire to amend the Original Agreement to amend Exhibit B “District Improvements and Locations (Attached)” and Exhibit C “District Maintenance Obligations” of the Original Agreement.
3. **NOW THEREFORE**, the parties agree as follows:

ARTICLE I.

Exhibit B, “District Improvements and Locations (Attached),” of the Original Agreement is amended and supplemented with Exhibit B1, “District Improvements and Locations (Attached),” which is attached to this First Amendment.

ARTICLE II.

Exhibit C, “District Maintenance Obligations,” of the Original Agreement is amended and supplemented with Exhibit C1, “District Maintenance Obligations,” which is attached to this First Amendment.

ARTICLE III.

Except as modified under this First Amendment, the Original Agreement will remain in full force and effect. In the event of a conflict between the Original Agreement and this First Amendment, this First Amendment shall prevail.

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E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

MIDTOWN MANAGEMENT DISTRICT

CITY OF HOUSTON, TEXAS

By: _____
Title: _____
Date: _____

By: _____
Mayor

By: _____
Title: _____
Date: _____

City Secretary

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APPROVED:

Director, Houston Public Works

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Assistant City Attorney
L.D. No. _____

EXHIBIT "B1"

DISTRICT IMPROVEMENTS AND LOCATIONS (ATTACHED)

Project	Description	Improvement Maintenance
Entry Plazas	Enhancements to plazas and open spaces in public right-of-way at Elgin/Bagby intersection	Irrigation System Plantings Lighting
Pedestrian Safety Enhancements	Crosswalk and curb enhancements at Brazos/Webster intersection and Elgin/Jackson intersection.	Lane delineators Pavement markings
Bikeway Improvements	Bikeway Improvements on Gray, Austin, Holman, Tuam, and Caroline Street	Lane delineators Pavement markings

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District Improvements
Midtown Management District



May 2024

EXHIBIT “C1”

DISTRICT MAINTENANCE OBLIGATIONS

The following table describes the specific Improvements that the **Midtown Management District** (“District”) shall maintain under this Agreement as identified in Exhibit A, B, and C, as well as the locations of such Improvements. Additional Improvements may be added as referenced in Articles III and IV, upon advanced written approval by the Director and the District. In addition, footnotes describe limitations to those obligations.

Improvement	Component	Maintenance Activity
Irrigation System	Controller Water Meter Valves Irrigation Lines Planting Bed Drippers	Pay monthly water meter bill Operate controller Replace defective controllers and valves Repair or replace broken irrigation lines Clean and maintain dripper lines
Plantings	Trees Ground Cover at Trees Hedges Planters and Beds Tree Grates Rain Gardens	Water all plants (irrigation or by hand) Prune and limb up plants Mowing turf Remove and replace dead plants Mulch, weed, and clean beds Repair or replace when damaged
Lighting	Decorative Streetlights Tree Uplights Sign Lights	Pay monthly electric meter charge Adjust timers Maintain wiring and circuits Replace bulbs Repair or replace defective equipment and wiring
Lane Delineators	Concrete curbs Armadillos Surface mounted vertical flag	Repair or replace when damaged
Pavement markings	Paint markings Thermoplastic markings	Maintain markings Repair or replace when damaged