

**midtown**  
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/  
TIRZ#2  
BOARD OF DIRECTORS MEETING  
FEBRUARY 27, 2025**



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

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

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, February 27, 2025, at 12:30 p.m. at 410 Pierce Street, 1<sup>st</sup> Floor Conference Room (enter at the Pierce St. and Brazos St. door) Houston, Texas 77002. The meeting location will be open to the public during open portions of the meeting. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

[https://teams.microsoft.com/join/19%3ameeting\\_MTFIYjI2NGYtYjI3Yi00YTVILWJkZmltNDE1Zjk4NmQ1Y2Jh%40thread.v2/0?context=%7b%22id%22%3a%2264ae36a4-5920-4081-bbb2-c3260f4221e0%22%2c%22oid%22%3a%223a154e90-eb27-484b-a1b2-2674d18d9a0e%22%7d](https://teams.microsoft.com/join/19%3ameeting_MTFIYjI2NGYtYjI3Yi00YTVILWJkZmltNDE1Zjk4NmQ1Y2Jh%40thread.v2/0?context=%7b%22id%22%3a%2264ae36a4-5920-4081-bbb2-c3260f4221e0%22%2c%22oid%22%3a%223a154e90-eb27-484b-a1b2-2674d18d9a0e%22%7d)

Meeting ID: 247 576 862 826

Passcode: GddGFQ

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

**AGENDA**

1. Call to Order and Introduction of Guests
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone
  - a. Minutes for January 30, 2025
4. Consent Agenda for the Authority
  - a. Minutes for January 30, 2025
  - b. Monthly financial reports for January 31, 2025
  - c. Annual renewal of Professional Services Agreement with Design Workshop
5. Executive Director Updates

6. Investment Report for Second Quarter ending, December 31, 2024.
7. Public Safety
  - a. New Public Safety Initiatives
  - b. Partnerships with The Harris Center
8. Affordable Housing Program
  - a. Affordable Housing Operations Campus and Related Administrative Matters
  - b. Conveyance of Property to William A. Lawson Institute for Peace and Prosperity, Inc. for Development of a 102-Unit Affordable Housing Residence for Seniors
9. Capital Improvements Program
  - a. Operating of Zone and Project Facilities
  - b. Caroline Street Reconstruction
    - i. Remedial Drainage Pilot Project
  - c. Brazos Street Reconstruction
  - d. Street Overlay and Sidewalk Program
  - e. Urban Redevelopment Plan
    - i. Developer Engagement Workshop Presentation
10. Personnel, Compensation and Review Process
11. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
  - a. Consultation with attorney (Section 551.071, Texas Government Code);
  - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
  - c. Personnel matters (Section 551.074, Texas Government Code);
  - d. Security personnel or devices (Section 551.076, Texas Government Code); and
  - e. Economic development negotiations (Sections 551.087, Texas Government Code).

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

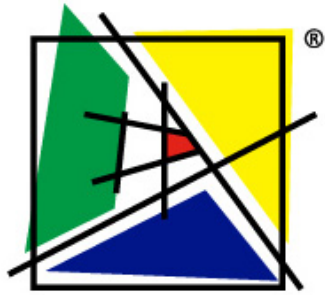
12. Adjourn



Matt Thibodeaux

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Executive Director MT/ks



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# **ZONE CONSENT AGENDA**



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

**January 30, 2025**

A regular meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, January 30, 2025, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Terence Fontaine	7	Deanea LeFlore
3	Michael Lewis	8	James Gilford
4	Michael T. Murphy	9	Zoe Middleton
5	Al Odom		

and all of the above were present in person at the meeting location except Director Foster, who was present via video conference, and Director Fontaine, who was absent.

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Jeremy Rocha, David Thomas, and Kayler Williams; Jaime Giraldo and Chandler Snipe of the Midtown Management District; Barron Wallace and Mary Buzak of Bracewell LLP; Peggy Foreman of Burney & Foreman; Melissa Morton of The Morton Accounting Services; Alex Ramirez of Design Workshop; Kedrick Winfield of TKG & Associates; Barry Espinosa and Sean Jamea of the Oxberry Group; Carol Harrison of IDS Engineering; Jennifer Curley of the City of Houston; Algenita Davis of CCPPI; Zack Martin of Martin Construction Management and Designs, LLC; Michael Camden and Brooke Edwards of Ryan; Jennifer Gribble, President of Super Neighborhood #62; Chris Shackelford and Bryan Smart of Smartsclaping; Brian Van Tubergen, a resident of the Third Ward; and Tony Vu.

In attendance via video conference were Authority staff member Amaris Salinas; Madison Walkes, Anthony Washington and Ashley Small of Medley, Inc.; Jeri Brooks of One World Strategy Group; Cynthia Alvarado and Chrystal Davis Robinson of the Midtown Management District; Sean Haley, Angie Gomez and Bob Bradford of CCPPI; Roberta Burroughs of Roberta F. Burroughs and Associates; Aaron Moore of Binkley & Barfield; Rebecca Leonard of Lionheart Places; Lynda Guidry of Super Neighborhood #62; Tamiko Brock and Floyd Smith of OST/Almeda Corridors Redevelopment Authority; Lorenzo Salinas; and two additional attendees who were not identified by first and last name.

Director Odom called the meeting to order.

**MINUTES FOR DECEMBER 5, 2024**

Director Murphy made a motion to approve the minutes for December 5, 2024. The motion was seconded by Director Goren and unanimously approved.

**EXECUTIVE SESSION**

The Board did not enter a closed executive session.

**ADJOURN**

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

\_\_\_\_\_  
Camille Foster, Assistant Secretary

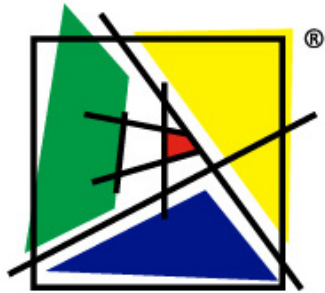
\_\_\_\_\_  
Date

DRAFT



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# **AUTHORITY CONSENT AGENDA**



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# **AUTHORITY MINUTES**

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

January 30, 2025

A regular meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, January 30, 2025, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
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and all of the above were present in person at the meeting location except Director Foster, who was present via video conference, and Director Fontaine, who was absent.

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Jeremy Rocha, David Thomas, and Kayler Williams; Jaime Giraldo and Chandler Snipe of the Midtown Management District; Barron Wallace and Mary Buzak of Bracewell LLP; Peggy Foreman of Burney & Foreman; Melissa Morton of The Morton Accounting Services; Alex Ramirez of Design Workshop; Kedrick Winfield of TKG & Associates; Barry Espinosa and Sean Jamea of the Oxberry Group; Carol Harrison of IDS Engineering; Jennifer Curley of the City of Houston; Algenita Davis of CCPPI; Zack Martin of Martin Construction Management and Designs, LLC; Michael Camden and Brooke Edwards of Ryan; Jennifer Gribble, President of Super Neighborhood #62; Chris Shackelford and Bryan Smart of Smartscaping; Brian Van Tubergen, a resident of the Third Ward; and Tony Vu.

In attendance via video conference were Authority staff member Amaris Salinas; Madison Walkes, Anthony Washington and Ashley Small of Medley, Inc.; Jeri Brooks of One World Strategy Group; Cynthia Alvarado and Chrystal Davis Robinson of the Midtown Management District; Sean Haley, Angie Gomez and Bob Bradford of CCPPI; Roberta Burroughs of Roberta F. Burroughs and Associates; Aaron Moore of Binkley & Barfield; Rebecca Leonard of Lionheart Places; Lynda Guidry of Super Neighborhood #62; Tamiko Brock and Floyd Smith of OST/Alameda Corridors Redevelopment Authority; Lorenzo Salinas; and two additional attendees who were not identified by first and last name. Director Odom called the meeting to order.

## **PUBLIC COMMENT**

There were no public comments.

## **CONSENT AGENDA FOR THE AUTHORITY**

### **MINUTES FOR DECEMBER 5, 2024**

### **MONTHLY FINANCIAL REPORTS FOR DECEMBER 31, 2024**

Executive Director Matt Thibodeaux presented the Consent Agenda.

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

## **2302 FANNIN STREET HOTEL DEVELOPMENT PROJECT PRESENTATION**

Michael Camden, Director – Credits & Incentives for Ryan, and Brooke Edwards, Senior Consultant – Credits & Incentives for Ryan, presented to the Board a project to redevelop an existing vacant office building at 2302 Fannin Street into a Holiday Inn Express. Mr. Camden indicated that the developer has requested funding from the Authority in the amount of \$500,000 to reimburse certain costs associated with the project that the developer believes will enhance walkability in Midtown consistent with the goals set forth in the project plan and reinvestment zone financing plan for Reinvestment Zone Number Two, City of Houston, Texas.

## **AFFORDABLE HOUSING PROGRAM**

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

#### **CHANGE ORDERS**

Marlon Marshall, Senior Director of Engineering and Strategic Development, reported that there were no change orders.

## **CAPITAL IMPROVEMENTS PROGRAM**

### **CAROLINE STREET RECONSTRUCTION**

#### **i. CHANGE ORDERS**

Mr. Marshall reported that there were no change orders.

#### **ii. REMEDIAL DRAINAGE PILOT PROJECT**

## **1. CHANGE ORDERS**

Mr. Marshall reported that there were no change orders.

## **URBAN REDEVELOPMENT PLAN**

Mr. Marshall provided an update on the Authority's ongoing review of feedback from the development community and the public regarding the urban redevelopment plan.

## **PERSONNEL, COMPENSATION AND REVIEW PROCESS**

No action was taken on this matter at this time.

## **EXECUTIVE SESSION**

The Board entered a closed executive session for this meeting at 1:07 p.m. to confer with its attorneys and discuss the personnel, compensation and review process pursuant to Sections 551.071 and 551.074, Texas Government Code. The Board returned to open session at 2:16 p.m. No action was taken upon entering open session.

## **ADJOURN**

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

\_\_\_\_\_  
Camille Foster, Assistant Secretary

\_\_\_\_\_  
Date

**AGENDA OF JANUARY 30, 2025**

[attached]

DRAFT





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

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[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MTFIYjI2NGYtYjI3Yi00YTVILWJkZmltNDE1Zjk4NmQ1Y2Jh%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](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTFIYjI2NGYtYjI3Yi00YTVILWJkZmltNDE1Zjk4NmQ1Y2Jh%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: 247 576 862 826  
Passcode: GddGFQ

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2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone
  - a. Minutes for December 5, 2024
4. Consent Agenda for the Authority
  - a. Minutes for December 5, 2024
  - b. Monthly financial reports for December 31, 2024

5. 2302 Fannin Street Hotel Development Project Presentation
6. Affordable Housing Program
  - a. Affordable Housing Operations Campus and Related Administrative Matters
    - i. Change Orders
7. Capital Improvements Program:
  - a. Caroline Street Reconstruction
    - i. Change Orders
    - ii. Remedial Drainage Pilot Project
      1. Change Orders
  - b. Urban Redevelopment Plan
8. Personnel, Compensation and Review Process.
9. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
  - a. Consultation with attorney (Section 551.071, Texas Government Code);
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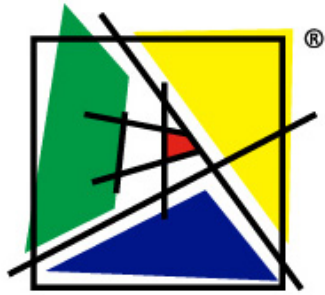
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

10. Adjourn

  
Matt Thibodeaux

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Executive Director MT/ks



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**FINANCIALS**

# Midtown Redevelopment Authority

## Profit & Loss

July 2024 through January 2025

	Jul '24 - Jan 25
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400009 · City of Houston Tax Increment	
400010 · HISD Tax Increment	
400011 · Harris County Tax Increment	3,906,030.00
400012 · HCC	
400023 · HTC Build Out Reimbursement	229,468.29
400025 · Interest-Debt Service & Reserve	452,035.13
400026 · Interest-Other Bond Funds	105.39
400029 · Interest - Affordable Housing	183,824.66
400030 · Interest-Operating Funds	500,515.41
400031 · Interest Income	78,636.84
400040 · 3131 EMANCIPATION	633,900.09
400041 · Affordable Housing Apts Units	52,484.00
400042 · 402 & 410 Tenant Inome	118,333.76
Total 400000 · Revenue & Support	6,155,333.57
40010 · Other Revenue	
400020 · Reimb Off Exp & Staff	382,235.73
400032 · Other Revenue	23.48
40010 · Other Revenue - Other	225.00
Total 40010 · Other Revenue	382,484.21
400441 · Bagby Park Kiosk Lease	47,699.68
450000 · Gain/Loss from Sale of Land	-2,121,416.83
Total Income	4,464,100.63
Gross Profit	4,464,100.63
Expense	
500000 · BOND FUND EXPENSES	
500419 · Camden Int.	136,462.94
504000 · Projects & Expenses	
500021 · T-0203 Entry Portals	
500412 · T-0239 Brazos St Recon	25,010.97
504000 · Projects & Expenses - Other	12,776.70
Total 504000 · Projects & Expenses	37,787.67
Total 500000 · BOND FUND EXPENSES	174,250.61
510000 · INCREMENT PROJECTS/EXPENSE	
510002 · T-0214 Caroline St near HCCS	58,644.00
510008 · T-0220 Afford Housing Land Bnk	1,995,966.10
510019 · T-0214 Caroline St	
510024 · T-0204 Infrastruc/Street Lights	707.42
510040 · Developer Reimbursement	1,046,479.23
510041 · CIP Program Expenses	
510094 · Midtown CIP TM	47,261.50
510041 · CIP Program Expenses - Other	3,300.00
Total 510041 · CIP Program Expenses	50,561.50

No assurance is provided on these financial statements

# Midtown Redevelopment Authority

## Profit & Loss

July 2024 through January 2025

	Jul '24 - Jan 25
510043 · T-0234 Parks & Open Space & Mob	91,616.35
510045 · T-0224 HTC I - Bldg Maintenance	102,237.06
510046 · T-0221 Midtown Pk	133,795.41
510048 · T-0240 Acquistions Block 442	71,556.94
510053 · T-0233 Midtown Garage	15,393.37
510096 · T-0207 Opr of Zone Prj Faciliti	443,649.22
510102 · HMAAC Interest Expense	10,164.43
510400 · Kiosk at Bagby Park	29,222.78
510534 · T-0225 Mobility & Pedest Imprv	75,159.62
<b>Total 510000 · INCREMENT PROJECTS/EXPENSE</b>	<b>4,125,153.43</b>
550000 · General & Admin. Expense	
550002 · Contract Labor	24,434.93
550003 · Rent Expense	7,200.00
550004 · Salaries	1,064,185.44
550007 · Courier Service	1,688.75
550008 · Office Supply & Expense	8,517.18
550009 · Misc Exp	24,485.10
550010 · Telephone & Utilities	5,686.79
550012 · Postage	890.17
550022 · Bank Charges & Fees	14,508.56
550023 · Trust Expenses	11,803.00
550025 · Professional Services	42,130.95
550026 · Accounting Consultants	112,590.90
550027 · Financial Audit	47,000.00
550028 · Legal Consultants	281,319.56
550030 · Planning Consultants	161,796.46
550032 · Engineering Consultants	35,425.26
550034 · Equip Rent & Lease Expense	4,673.33
550036 · Licenses & Fees	125.00
550037 · Workman's Comp Insurance	2,987.31
550038 · Insurance - All	2,944.29
550039 · Computers & Repairs & Maint	41,243.12
550040 · Repair & Maintenance	21,270.34
550045 · Payroll Fees	15,282.30
550058 · Travel	2,144.75
<b>Total 550000 · General &amp; Admin. Expense</b>	<b>1,934,333.49</b>
66900 · Reconciliation Discrepancies	1.01
<b>Total Expense</b>	<b>6,233,738.54</b>
<b>Net Ordinary Income</b>	<b>-1,769,637.91</b>
<b>Net Income</b>	<b>-1,769,637.91</b>

No assurance is provided on these financial statements

# Midtown Redevelopment Authority

## Balance Sheet

As of January 31, 2025

Jan 31, 25

### ASSETS

#### Current Assets

##### Checking/Savings

101001 · Wells Fargo Ope Acctg 64040	63,881.31
101002 · Infrastructure Projects 1731	127,307.84
101003 · Texas Capital Operating x 6020	24,737.77
101004 · Texas Capital MM x 6052	1,742,650.92
101010 · WF Surplus Acct 63943	1,415,849.00
101020 · WF FTA Enhanced Path 63919	61.59
101030 · Wells Fargo 1094	470,864.09
102200 · Logic Operating Account	25,473,676.85
103200 · TexStar Operating Acct 1111	7,839.81
103600 · Wells Fargo Oper Inves 63901	306.13
103700 · WF Operating Saving 3215777180	45,978.84
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	5,697,600.29
104022 · WF Pilot Program 3935	352.88
104024 · Texas Capital AH Ops x 6028	14,688.53
104025 · Texas Capital AH MM x 6036	678,882.38
104116 · TexStar Aff. Hsng MM 1800	2,271.65
104200 · Logic Affordable Housing	6,494,142.16
1044000 · Wells Fargo NAI - 2259	321,025.26

Total 104000 · Affordable Housing Accounts 13,208,963.15

##### 105000 · Trustee Investments

105001 · Pledge Revenue Fund 422885	78,932.02
105002 · Debt Service Fund	7,245,252.38
105003 · Reserve Fund 422897	7,741,732.80
105009 · Austin Park Maint. Fund 422919	3,965.49
107000 · BOND FUNDS	4,943.15

Total 105000 · Trustee Investments 15,074,825.84

Total Checking/Savings 57,656,943.14

##### Accounts Receivable

170000 · Accounts Receivable	306,949.36
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Total Accounts Receivable 306,949.36

##### Other Current Assets

	46,795.28
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Total Current Assets 58,010,687.78

#### Fixed Assets

##### 150000 · Fixed Assets

150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-42,580.36
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-33,773.72
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,850,881.70
150067 · Accum.Deprec. HTC Phase I	-2,547,414.23

No assurance is provided no these financial statements

# Midtown Redevelopment Authority

## Balance Sheet

As of January 31, 2025

	Jan 31, 25
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,769,629.01
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-266,557.57
1500784 · Acc Depr Office Housng & Garage	-1,822,493.31
1500785 · Accum Depreciation - Bagby Park	-244,951.00
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,003,636.52
150078C · Midtown Garage - Depreciable As - Oth...	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	20,101,258.48
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-4,243,233.96
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	14,851,319.04
150078E · Land - Operations Center	1,002,054.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	
15078J2 · Operation Center - Non Depr Ass	710,243.70
150078J · Opration Center Dep Asset - Other	26,350,556.73
Total 150078J · Opration Center Dep Asset	27,060,800.43
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	36,969,119.53
150080A · Land Held for Resale	-10,721,938.28
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-627,881.30
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-871,815.00
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	107,482,547.21
Total Fixed Assets	107,482,547.21
Other Assets	
180500 · Leases	
180510 · Lease Receivable	6,149,882.00
180530 · Deferred Inflow	-6,005,734.00
Total 180500 · Leases	144,148.00
Total Other Assets	144,148.00
TOTAL ASSETS	165,637,382.99
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	295,613.88

No assurance is provided no these financial statements

# Midtown Redevelopment Authority

## Balance Sheet

As of January 31, 2025

	Jan 31, 25
Other Current Liabilities	
200001 · Current Liabilities	1,641,757.15
200006 · Property Tax Liability	125,411.00
2103007 · Developer Advances Midtown Park	1,962.42
Total Other Current Liabilities	1,769,130.57
Total Current Liabilities	2,064,744.45
Long Term Liabilities	
210000 · Long Term Liabilities	
210048 · Current Portion Bonds Payable	4,290,000.00
210050 · Bond Payable Series 2017	33,895,000.00
210053 · Accrued Bond Int 2015 series	-110,650.00
210059 · Series 2015 Bond Prem	77,723.00
210060 · Accrued Bond Interest 2020	110,650.00
210061 · Series 2017 Bond Premium	2,807,096.00
210063 · Series 2020 Bond Premium	1,418,064.00
210064 · Bonds Payable Series 2020	7,165,000.00
210065 · Bonds Payable Series 2022	22,075,000.00
2103000 · LOANS	
2103003 · HMAAC LOAN REFINANCED	311,910.85
Total 2103000 · LOANS	311,910.85
Total 210000 · Long Term Liabilities	72,039,793.85
210401 · ION Deferred Tax Increment	1,850,000.00
Total Long Term Liabilities	73,889,793.85
Total Liabilities	75,954,538.30
Equity	
1110 · Retained Earnings	91,452,482.60
Net Income	-1,769,637.91
Total Equity	89,682,844.69
TOTAL LIABILITIES & EQUITY	165,637,382.99

No assurance is provided no these financial statements



# Midtown Redevelopment Authority Operating Disbursements

As of February 24, 2025

Date	Num	Name	Memo	Credit
101003 · Texas Capital Operating x 6020				
01/27/2025	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 JAN 2025	3,072.64
01/27/2025	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 JAN 2025	3,623.62
01/29/2025	11644	Angelika Northrup		675.00
01/29/2025	11645	Bee-Line Delivery Service, Inc.	550008	45.26
01/29/2025	11646	Bracewell LLP	General Legal Services to December 31, 2024	17,181.25
01/29/2025	11647	Burney & Foreman	Legal Consultants -October 2024	3,000.00
01/29/2025	11648	City of Houston-Public Works	Encroachment Fee - 402 Pierce St 77002	125.00
01/29/2025	11649	Comcast Business	402 & 410 SERVICE ACCT# 708743225 JANUARY 2025	1,505.73
01/29/2025	11650	Design Workshop, Inc.		44,040.69
01/29/2025	11651	Flextg Financial Services	CANNON/IR-C57501 JANUARY 2025	1,018.60
01/29/2025	11652	Foster Fence Ltd	Front Wheel Bearings - 410 Pierce Street December 2024	375.00
01/29/2025	11653	Goode Systems & Consulting Inc		3,709.98
01/29/2025	11654	Goode Technology Group		468.75
01/29/2025	11655	HVJ Associates	Caroline Street Remedial Drainage Repairs Pilot Program December 2024	1,323.50
01/29/2025	11656	IDS Engineering Group	Midtown PSA 2021 WO No 01A Professional Services to December 25, 2024	15,748.08
01/29/2025	11657	Kilgore Industries, LP		1,963.06
01/29/2025	11658	Minor Design Group, Inc	Midtown Survey November 2024	770.00
01/29/2025	11659	One World Strategy Group, LLC		16,550.00
01/29/2025	11660	The Goodman Corporation		3,567.69
01/29/2025	11661	The Tab Store	10 X BLANK INDEX TAB SETS JANUARY 2025	244.68
01/29/2025	11662	United National Insurance Agency	Flood Insurance - 415 Gray Street Policy Number 1152137429	3,101.00
01/29/2025	11663	Walter P. Moore	Project M032405300 Through December 29, 2024	6,632.50
01/29/2025	11664	Wulfe & Co.	Consulting for Bagby Park and Midown Park -December 2024	3,400.00
01/29/2025	11665	Elmore	Project Fee - December 2024	8,750.00
01/30/2025	11666	City of Houston Mayor's Office of Econ...	COH FY2024 Municipal Services Payment	729,504.00
01/30/2025	11667	FireTron, Inc.	IFP Panel Repairs 05.31.2024	6,420.00
01/30/2025	11668	Burney & Foreman	Stale dated check reissued #9622	10,500.00
02/05/2025	11670	Angelika Northrup	Office Administration - Jan 27 - Jan 31, 2025	708.75
02/05/2025	11671	Comcast	410 SERVICE Ste #355 to FEB 28, 2025	278.51
02/05/2025	11672	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 0068786.00 NOVEMBER 20...	5,687.72
02/05/2025	11673	Elite Construction and Engineering SVCS	Elite Construction Pay Application 11.06.2024 - 01.05.2025	24,120.00
02/05/2025	11674	Equi-Tax, Inc.	MontlyConsultation Service fee per contract JAN 2025	500.00
02/05/2025	11675	FireTron, Inc.	Annual Billing for Fire Alarm System 2025	540.00
02/05/2025	11676	Goode Systems & Consulting Inc	IT Service - Office 365 Products JANUARY 2025	450.00
02/05/2025	11677	Goode Technology Group	FWRA Board Meeting 08.27.2024	187.50
02/05/2025	11678	Gulf Coast Pavers	VOID: Paver Installation	
02/05/2025	11679	Medley	Monthly Retainers -January 2025	2,453.34
02/05/2025	11680	Midtown Scouts Square Property, LP	Contract Parking Spaces - 12 February 2025	900.00
02/05/2025	11681	One World Strategy Group, LLC		20,200.00
02/05/2025	11682	Purchase Power	Postage JAN 2025	250.00
02/05/2025	11683	The Harford	Business Travel Accident Insurance - 2/2025 - 2/2026	500.00
02/06/2025	ACH	City of Houston - Water	155065	485.05
02/06/2025	ACH	City of Houston - Water	155065	164.19
02/11/2025	11684	United National Insurance Agency	Insurance Policies - Various	489,076.12
02/12/2025	11685	Angelika Northrup	Office Administration - Feb 3 - Feb 07, 2025	540.00
02/12/2025	11686	Condor Express Delivery, Inc	Delivery & Delivery Return December 2024	470.90
02/12/2025	11687	Foster Fence Ltd	Safety Loop Repair on Bravos St Entrance Gate - 410 Pierce Street January ...	175.00
02/12/2025	11688	Staples Advantage	Office supplies 01.25.25	1,026.42
02/12/2025	11689	The Goodman Corporation		14,695.85
02/12/2025	11690	THR Enterprises, Inc.	Cleaning Services -January 2025	1,550.00
02/12/2025	11691	Walter P. Moore	Project M032405300 Through January 26, 2025	4,362.50
02/12/2025	11692	WILLIAMS SCOTSMAN, INC	VOID:	
02/12/2025	11693	Wulfe & Co.		6,800.00
02/12/2025	11696	The Morton Accounting Services	January 2025 CPA Services	28,837.25
02/18/2025	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 FEB 2025	2,896.43
02/18/2025	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 FEB 2025	3,404.21
02/19/2025	11697	Angelika Northrup	Office Administration - Feb 10 - Feb 14, 2025	675.00
02/19/2025	11698	Bracewell LLP		59,363.56
02/19/2025	11699	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 0068786.00 JANUARY 2025	10,670.00
02/19/2025	11700	Flextg Financial Services	CANNON/IR-C57501 FEBRUARY 2025	2,796.13
02/19/2025	11701	Goode Systems & Consulting Inc		1,000.00
02/19/2025	11702	IDS Engineering Group	Midtown PSA 2021 WO No 01A Professional Services to January 25, 2025	1,699.84
02/19/2025	11703	Lion Heart		20,732.74
02/19/2025	11704	One World Strategy Group, LLC	OW Team - June - October 2024	6,167.50
02/19/2025	11705	WasteWater Transport Services	La Calle Tacos: Grease Trap Pumping & Cleaning - January 2025	292.68
02/19/2025	11706	WILLIAMS SCOTSMAN, INC		705.56
02/19/2025	11707	Lion Heart		36,223.14
02/19/2025	11708	Kilgore Industries, LP	HVAC Service Call- Test Actuators and Thermostats- 410 Pierce Street Dec...	4,716.00
Total 101003 · Texas Capital Operating x 6020				1,643,617.92
TOTAL				1,643,617.92

# Midtown Redevelopment Authority Affordable Housing Disbursements

As of February 23, 2025

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
01/27/2025	ACH	City of Houston - Water	155065	4.94
01/27/2025	ACH	City of Houston - Water	155065	24.88
01/27/2025	ACH	City of Houston - Water	155065	19.01
01/27/2025	ACH	City of Houston - Water	155065	29.11
01/27/2025	ACH	City of Houston - Water	155065	23.61
01/27/2025	ACH	City of Houston - Water	155065	23.61
01/27/2025	ACH	City of Houston - Water	155065	7.08
01/27/2025	ACH	City of Houston - Water	155065	2.17
01/27/2025	ACH	City of Houston - Water	155065	24.88
01/27/2025	ACH	City of Houston - Water	155065	3.69
01/27/2025	ACH	City of Houston - Water	155065	8.40
01/27/2025	ACH	City of Houston - Water	155065	23.61
01/27/2025	ACH	City of Houston - Water	155065	27.39
01/27/2025	ACH	City of Houston - Water	155065	2.76
01/27/2025	ACH	City of Houston - Water	155065	24.88
01/27/2025	ACH	City of Houston - Water	155065	3.53
01/27/2025	ACH	City of Houston - Water	155065	4.90
01/27/2025	ACH	City of Houston - Water	155065	29.74
01/27/2025	ACH	City of Houston - Water	155065	29.80
01/27/2025	ACH	City of Houston - Water	155065	153.65
01/27/2025	ACH	City of Houston - Water	155065	58.89
01/27/2025	ACH	City of Houston - Water	155065	26.54
01/29/2025	5032	American Fence Company, Inc.		1,667.40
01/29/2025	5033	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Through Decem...	35,787.50
01/29/2025	5034	Burney & Foreman	Legal Consultants - October 2024	4,500.00
01/29/2025	5035	Roberta F. Burroughs & Associ...	Project: Midtown Affordable Housing Plan - Impl Srvs For December...	8,000.00
01/29/2025	5036	Smith & Company Architects, Inc.	Architects - September 2024	3,000.00
01/29/2025	5037	Vergel Gay & Associates LLC	Project Mgt Sevices Emancipation Bld Tenant Improvement Project...	960.00
01/29/2025	5038	CCPPI	Midtown Affordable Housing Plan Grant November 2024	119,083.33
01/29/2025	5039	CCPPI	Midtown Affordable Housing Plan Grant December 2024	119,083.33
01/30/2025	5040	Burney & Foreman	Stale dated check reissue - #3546	13,500.00
02/05/2025	5041	Four Eleven LLC	Landscape Services December 2024	28,205.40
02/05/2025	5042	United National Insurance Agency	Flood Insurance 3131 Emancipation Ave #1152556728	4,740.00
02/10/2025	ACH	City of Houston - Water	155065	25.27
02/10/2025	ACH	City of Houston - Water	155065	26.03
02/18/2025	ACH	City of Houston - Water	155065	24.88
02/18/2025	ACH	City of Houston - Water	155065	19.01
02/18/2025	ACH	City of Houston - Water	155065	4.94
02/18/2025	ACH	City of Houston - Water	155065	23.61
02/18/2025	ACH	City of Houston - Water	155065	7.08
02/18/2025	ACH	City of Houston - Water	155065	2.17
02/18/2025	ACH	City of Houston - Water	155065	3.69
02/18/2025	ACH	City of Houston - Water	155065	8.40
02/18/2025	ACH	City of Houston - Water	155065	23.61
02/18/2025	ACH	City of Houston - Water	155065	27.39
02/18/2025	ACH	City of Houston - Water	155065	2.76
02/18/2025	ACH	City of Houston - Water	155065	24.88
02/18/2025	ACH	City of Houston - Water	155065	3.53
02/18/2025	ACH	City of Houston - Water	155065	4.90
02/18/2025	ACH	City of Houston - Water	155065	29.74
02/18/2025	ACH	City of Houston - Water	155065	29.83
02/18/2025	ACH	City of Houston - Water	155065	153.65
02/18/2025	ACH	City of Houston - Water	155065	29.46
02/19/2025	5043	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Through Januar...	35,253.00
02/19/2025	5044	City of Houston c/o	LT 8 BLK 2 Shepherd Court	731.68
02/19/2025	5045	Roberta F. Burroughs & Associ...	Project: Midtown Affordable Housing Plan - Impl Srvs For January 2...	8,000.00
02/19/2025	5046	Smith & Company Architects, Inc.	Architects - January 2025	27,500.00
02/19/2025	ACH	City of Houston - Water	155065	25.27
02/19/2025	ACH	City of Houston - Water	155065	26.03
02/19/2025	ACH	City of Houston - Water	155065	23.61
02/19/2025	ACH	City of Houston - Water	155065	29.11
02/19/2025	ACH	City of Houston - Water	155065	24.88
Total 104024 · Texas Capital AH Ops x 6028				411,172.44
Total 104000 · Affordable Housing Accounts				411,172.44

No assurance is provided on these financial statements

Midtown Redevelopment Authority  
Affordable Housing Disbursements  
As of February 23, 2025

Date	Num	Name	Memo	Credit
TOTAL				411,172.44

DRAFT



**midtown**  
H O U S T O N

**DESIGN WORKSHOP  
AGREEMENT FOR  
PROFESSIONAL  
SERVICE**

**ATTACHMENT B**

**Form of Work Order**

WORK ORDER NO. 01A

This Work Order No. 01A (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of Feb 21st, 2025 (the "PSA").

Work Order Date: February 21st, 2025

Consultant: Design Workshop, Inc.

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

Compensation: \$130,820

Location of Services: Houston, Texas - Midtown District

Description of Services: preparation and assistance with general CIP requests, updating maps, coordination with Midtown consultants, quarterly reporting/assessment on Midtown assets

Schedule Requirements: Commencement of Services: February, 2025

Completion of Services: February, 2026

**Midtown:**

MIDTOWN REDEVELOPMENT  
AUTHORITY


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

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**Consultant:**

Design Workshop, Inc.

By:   
Alex Ramirez, PLA Principal

\_\_\_\_\_  
Printed Name and Title

Date: February 21st, 2025

[End of Attachment B]

**Design Workshop, Inc.**

Landscape Architecture

Planning

Urban Design

918 Congress Street

Houston, TX 77002

713-227-0862

Aspen

Austin

Chicago

Denver

**Houston**

Lake Tahoe

Los Angeles

Raleigh

[designworkshop.com](http://designworkshop.com)

February 7, 2025

Mr. Marlon Marshall

Midtown Redevelopment Authority

410 Pierce Street #355

Houston, Texas 77002

Dear Marlon,

Design Workshop is pleased to offer this scope of services for the Houston Midtown District CIP Work Order #1 renewal for General Landscape Architecture Services. This work is for the calendar year of February 2025 to February 2026. We understand that this task is primarily to serve as a work order to capture monthly meetings with the client, updating the CIP, attend MRA board meetings, updating graphics, completing general CIP requests by the client, assembling quarterly reports on the assets installed by the District. This scope parallels the last fourteen years of W01 work, including projects such as but not limited to: Brazos Bridge, Entry Portals, Midtown Park Refresh, Bagby Park Refresh, District Quarterly Field Reports and Glover Park. We understand that as new projects arise, DW will generate separate work orders.

Based on our previous discussions, this work order will be invoiced on a time and materials basis not to exceed \$130,820 without approval from the client. This fee is based on the spreadsheet submitted with this proposal. All applicable information and payment terms listed on the master agreement between the Midtown Redevelopment Authority and Design Workshop shall be applicable for this work order.

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately on a time and materials basis, pursuant to the terms and conditions of the master agreement. Thank you again for this opportunity. Should you have any questions, please call me at (225) 278-5963 or email me at [aramirez@designworkshop.com](mailto:aramirez@designworkshop.com) regarding this proposal.

Respectfully,



Alex Ramirez, PLA | Principal

**APPROVED BY MIDTOWN REDEVELOPMENT AUTHORITY**

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

Date:

## Midtown Redevelopment Authority

<b>Total Fee</b>	<b>\$130,820</b>
------------------	------------------



**midtown**  
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**INVESTMENT REPORT FOR  
SECOND QUARTER ENDING  
DECEMBER 31, 2024**





February 21, 2025

Board of Directors  
Midtown Redevelopment Authority  
410 Pierce, Suite 355  
Houston, Texas 77002

Re: Investment Report – Quarter Ending December 31, 2024

Dear Board of Directors:

In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District, please find attached the 2<sup>nd</sup> Quarter Fiscal Year 2025 Investment Report.

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

Kindest regards,

Matt Thibodeaux  
Executive Director

CC: Carr, Riggs & Ingram (CRI)



February 21, 2025

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

Re: Investment Report – Quarter Ending December 31, 2024

Dear Board of Directors:

I have prepared the Quarterly Investment Report for the 2<sup>nd</sup> Quarter FY2025 in my capacity as Midtown District CPA. This report is presented in accordance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District.

The average yield rate on all investment accounts this quarter is 4.5482% with the highest yield from the Logic accounts at 4.84% on average. The amount of interest earned from investment accounts for the quarter was \$346,084. The report reflects the compliance of your investment portfolio with the Investment Policies of the District and is in accordance with the Investment provisions of the Public Funds Investment Act.

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

Respectfully,

  
Melissa Morton, CPA  
Midtown District CPA

CC: Carr, Riggs & Ingram (CRI)

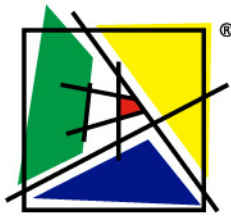


MIDTOWN REDEVELOPMENT AUTHORITY  
INVESTMENT REPORT  
QUARTER ENDED DECEMBER 2024

ACCOUNT NAME / FUND	QTR BEGINNING BOOK VALUE	TRANSACTIONS		ENDING BOOK VALUE	INTEREST - By Qtr FY 2024			QTRLY AVG INTEREST YIELD RATE
		DEPOSITS	WITHDRAWALS/TRANSFERS		1st Qtr	2nd Qtr	QUARTER TO DATE TOTAL	
<b>OPERATING FUNDS</b>	12,682,503.68	16,189,289.74	755,000.00	28,116,793.42	214,379.46	164,289.74	378,669.20	
LOGIC Operating	12,224,546.94	13,151,311.70	-	25,375,858.64	214,040.08	151,311.70	365,351.78	4.84%
TexSTAR Operating	7,718.55	92.12		7,810.67	101.19	92.12	193.31	4.72%
Texas Capital MM	450,238.19	3,037,885.92	755,000.00	2,733,124.11	238.19	12,885.92	13,124.11	4.76%
<b>AFFORDABLE HOUSING</b>	6,393,198.78	1,572,327.52	270,000.00	7,695,526.30	50,648.50	93,459.17	128,919.39	
TexSTAR Affordable Housing	2,236.45	26.78		2,263.23	29.25	26.78	56.03	4.72%
LOGIC Affordable Housing	6,390,962.33	78,244.11		6,469,206.44	50,619.25	78,244.11	128,863.36	4.84%
Texas Capital AH MM	0.00	1,494,056.63	270,000.00	1,224,056.63		15,188.28		4.76%
<b>PLEDGE REVENUE</b>	88,337.68	28,710,765.49	28,774,613.53	24,489.64	-	-	-	
677 Fund U.S. Treasury Money Mkt	88,337.68	28,710,765.49	28,774,613.53	24,489.64	-	-	-	0.00%
<b>DEBT SERVICE FUND</b>	386,457.91	6,858,794.47	-	7,245,252.38	-	-	-	
Debit Service 2896	386,457.91	6,858,794.47	-	7,245,252.38	-	-	-	0.00%
<b>RESERVE FUND</b>	7,653,481.29	88,251.51	298,585.23	7,443,147.57	98,822.79	88,251.51	187,074.30	
TexSTAR Debit Service Money Mkt	7,653,481.29	88,251.51	298,585.23	7,443,147.57	98,822.79	88,251.51	187,074.30	4.10%
<b>2011 ESCROW 1998 2001</b>	9.99	-	-	9.99	-	-	-	
2011 Escrow 1998 2001 (x264)	9.99			9.99			-	0.00%
<b>AUSTIN MAINTENANCE FUND</b>	3,908.56	43.45	-	3,952.01	-	42.84	42.84	
677 Fund U.S. Treasury Money Mkt	3,908.56	43.45	-	3,952.01		42.84	42.84	4.10%
<b>PROJECT FUND</b>	4,892.88	40.28	-	4,933.16	65.11	40.28	105.39	
LOGIC 2017 Project	4,892.88	40.28	-	4,933.16	65.11	40.28	105.39	4.10%
<b>REPORT GRAND TOTAL</b>	<b>27,212,790.77</b>	<b>53,419,512.46</b>	<b>30,098,198.76</b>	<b>50,534,104.47</b>	<b>363,915.86</b>	<b>346,083.54</b>	<b>694,811.12</b>	

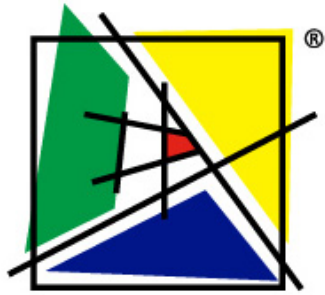
(65,329,217.78)

(46,582,608.86)



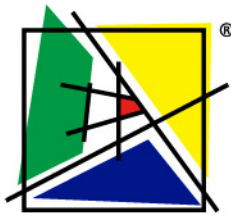
**midtown**  
HOUSTON

**MIDTOWN  
AFFORDABLE  
HOUSING PROGRAM**



**midtown**  
H O U S T O N

**WALLIP**



**midtown**  
HOUSTON

# **MIDTOWN CAPITAL IMPROVEMENTS PROGRAM**

## **Capital Improvements Program**

### **Caroline Street Reconstruction**

- Remedial drainage pilot project contractor scheduled to complete site restoration of landscape areas in early March.
- Upcoming work includes assessment of subsurface utility conflicts near ponding areas to determine future remedial drainage scope of work.

### **Brazos Street Reconstruction**

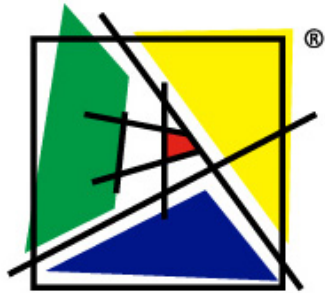
- Project scope remains under review by the City of Houston to determine revisions required to meet City's current guiding mobility principles.
- The most recent proposed typical section option included revisions to allow for wider travel lanes, on-street parking spaces on both sides of the street, and a shared use path available for multimodal users.

### **Street Overlay and Sidewalk Program**

- Planning efforts underway on next phase of street overlay and sidewalk projects.
- Previous street overlay phases were completed in partnership with City of Houston Public Works Department with mill and overlay construction performed by Houston Public Works with funding provided by MRA.
- Current and future phases will be designed and constructed by Midtown because the City does not have capacity to follow previous street overlay model.
- Projects will include comprehensive mill and asphalt overlay to improve the road surface condition and sidewalks constructed to generally 5 feet width on local streets and 6 feet width on major thoroughfares.
- Construction phases prioritized based on the City's Pavement Condition Index (PCI) ratings, Midtown Sidewalk Conditions Assessment, and public feedback received from community.
- Truxillo Street and Isabella Street overlay and sidewalk improvements are included in HUD grant funded project which is currently in conceptual design phase.

### **Urban Redevelopment Plan**

- Consultant team to present summary of Developer Engagement Workshops including recommendations for programs to accelerate development.



**midtown**  
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# **OPERATION OF THE ZONE AND PROJECT FACILITIES**



**MANAGEMENT AND MAINTENANCE AGREEMENT**

**BETWEEN**

**MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION**

**AND**

**MIDTOWN REDEVELOPMENT AUTHORITY**

**AND**

**MIDTOWN MANAGEMENT DISTRICT**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This Agreement is made and entered into by and between the **MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION**, a duly organized nonprofit corporation created under the laws of the State of Texas (the "Manager"), **MIDTOWN REDEVELOPMENT AUTHORITY**, a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and authorized and approved by the City of Houston, Texas (the "City") under Resolution No. 95-96 adopted on June 28, 1995 (the "Authority"), and **MIDTOWN MANAGEMENT DISTRICT**, a special district created under Chapter 3809, Texas Special District Local Laws Code (the "District"). The Manager, the Authority and the District shall be collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Authority was created by the City to aid, assist and act on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the Midtown area of the City, which such boundaries are coterminous with those of Reinvestment Zone Number Two, City of Houston, Texas (the "Zone"); and

**WHEREAS**, the Authority has contracted with the Zone and the City to implement the Zone's Project Plan and Reinvestment Zone Financing Plan (the "Plan"), which includes the construction and installation of certain improvements within the Zone; and

**WHEREAS**, the District was created by the State of Texas to provide services and improvements within its boundaries; and

**WHEREAS**, an agreement is currently in place between the Authority, the Zone and the District pursuant to which the District has agreed to maintain certain improvements within the Zone as described therein; and

**WHEREAS**, the Manager was created pursuant to Chapter 3 of the Texas Business Organizations Code to aid and assist the Authority and the District by, among other things, providing management and maintenance services within the boundaries described in Exhibit A ("Service Area"), attached to and incorporated into this Agreement for all purposes; and

**WHEREAS**, pursuant to this Agreement, the Manager desires to maintain, on behalf of the Authority, the Zone and the District, and the Authority, the Zone and the District desire to provide a structure for supporting the Manager's maintenance of, certain public improvements within the boundaries of its Service Area that are beyond those already covered by existing maintenance provisions of the City of Houston Code of Ordinances, including street furniture, landscaping and irrigation systems, lighting, pavers in crosswalks and roadways, and other related improvements as described in Exhibit B ("Improvements"), which such Exhibit B is attached to and incorporated into this Agreement for all purposes; and

**WHEREAS**, the Authority and the District believe it to be in their respective best interests that the Manager manage, on behalf of the Authority, the programming of Bagby Park and Midtown Park (the "Parks"), pursuant to an operating agreement relating thereto; and

**WHEREAS**, the District and certain property owners within the Service Area have by contract undertaken the remainder of the required maintenance obligations not otherwise described by Exhibit B, which such obligations are evidenced pursuant to the agreements provided in Exhibit C hereto; and

**WHEREAS**, the City has agreed to allow certain Improvements by the Authority with the understanding that the Manager will assume the responsibility of maintaining such Improvements and that the Manager will not assume the responsibilities of abutting owners already provided in the City of Houston Code of Ordinances that include but are not limited to Sections 40-14, 10-451(b)10, 40-84; and

**WHEREAS**, the City and the Manager have agreed as to their respective duties and obligations concerning the ownership, operation, maintenance, repair, and replacement of the Improvements.

## **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, it is agreed as follows:

### **I.**

## **PURPOSE**

The Parties agree to fund and maintain certain improvements described in Exhibit B (the "Improvements") and located in the Service Area described in Exhibit A, which generally shall

be known to be the boundaries of the District. The Manager hereby agrees that the Service Area may be adjusted and Exhibit A may be amended from time to time to reflect the then-current boundaries of the Service Area. The Parties agree and understand that the maintenance obligations for certain other public improvements located within the boundaries of the Zone but outside the Service Area shall be addressed in a separate agreement by and between the Authority and the Manager.

## II. MAINTENANCE

A. Description of Improvements. Exhibit B describes the Improvements to be maintained by the Manager. Exhibit B, as amended from time to time to include additional improvements acquired, constructed and installed by or on behalf of the Authority (the "Additional Improvements"), shall constitute the Improvements that the Manager is obligated to maintain pursuant to this Agreement. The frequency of and standard of maintenance related to the Improvements shall be as described in that certain Maintenance Manual, as may be updated from time to time, prepared and provided periodically as updated, to the Manager and the District by the Authority, which initially shall be provided within thirty (30) days of the execution of this Agreement. In addition to any review required to add Additional Improvements, the Parties shall annually review and approve Exhibit B at each respective Party's final Board meeting of the calendar year or at the next available meeting at the beginning of each calendar year.

B. Additional Improvements. Additional Improvements may be added to Exhibit B only upon approval of each Party. Each such Additional Improvement shall be presented to each Party in the month immediately preceding the month in which the contract for construction is to be let for such Additional Improvement, unless the Parties agree to an alternative approval timeline. Upon approval by each Party, a new Exhibit B will be prepared, numbered (i.e. First Amendment to Exhibit B, dated \_\_\_\_\_, 20\_\_) and added to the permanent file maintained at the offices of the Manager, and the Manager shall be responsible for maintaining such Improvement and shall assume full responsibility for the maintenance, repair and replacement of the Improvement, except as specified in this Article II. The Authority shall be responsible for updating the Maintenance Manual each time an Additional Improvement is added to Exhibit B. The Manager shall not be obligated to maintain, repair or replace any element installed by others that it has not approved and agreed to maintain in the manner set forth in this Agreement. The Manager shall obtain the required permits for maintenance work that affects traffic flow and pedestrian passage.

C. General Standard and Responsibilities. The Manager shall maintain, repair, or replace the Improvements described in Exhibit B in conformance with the professional standard prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of services and products provided under this Agreement. It is specifically agreed that the Authority and the District shall have no responsibility for the condition or maintenance of any Improvement. Except as enumerated in this Agreement, the Manager shall pay all costs related to the maintenance and repair of any Improvements, subject to the Authority's and the District's ability to budget and transfer annually sufficient funds in respect to the Manager's obligations hereunder.

D. Force Majeure. In the event of a calamity, natural disaster or act of man that causes significant damage to one or more Improvements, the Manager shall have no obligation to replace or repair such Improvements if the proceeds received by the Manager (or the Authority or the District) from insurance are insufficient to cover such cost (or the cost of such replacement or repair is not covered by insurance) and the cost to the Manager of such repair or replacement exceeds \$100,000 (per event). The Manager agrees to promptly notify the Authority and the District if it intends to invoke the provisions of this paragraph.

### III.

#### OPERATION AND MANAGEMENT OF CERTAIN PARKS

The Authority and the District have determined that it is in their respective best interests for the Authority to engage the Manager, and the Manager hereby agrees, to manage and operate the Parks pursuant to a separate Operating Agreement by and between the Authority and the Manager, which shall be entered into within thirty (30) days of the date hereof.

### IV.

#### CONTRIBUTION

A. Annual Contribution. Each of the Authority and the District shall budget and contribute funds annually to fund the maintenance obligations described below. Such contributions shall be determined in accordance with a two-phase plan, which shall be referred to herein as "Phase I" and "Phase II."

Phase I shall begin as of the date of this Agreement and shall last until the date on which the Manager accrues sufficient revenue to meet their Phase II contribution (described below). During Phase I, the District shall contribute an initial one-time payment of \$250,000, which amounts shall be used for the purposes described in Exhibit D. The Authority shall, pursuant to

the Operating Agreement, also contribute an initial one-time payment of \$250,000, to be used as described therein. Thereafter, beginning February 1, 2016, the District shall make a contribution equal to \$200,000, and in each subsequent year, the District's contribution shall be equal to the prior year's contribution plus three percent (3%). The Authority shall annually provide an amount equal to 25% of the annual District contribution, but not including the District's initial one-time payment. Except as otherwise provided for herein, the District's Phase I contributions shall be used to maintain, repair and replace, as needed, those Improvements which the District has previously agreed to maintain (the "Legacy Improvements"), which are described in Exhibit E hereto. With respect to all other Improvements in the Service Area not otherwise described in Exhibit E hereto, ("New Improvements"), the Authority and the District shall share the maintenance cost on a 50%-50% basis, provided the District Board agrees to assume maintenance responsibility for such New Improvements. All contributions shall be delivered to the Manager by February 1 of each year.

Phase II shall begin on or after July 1, 2018 and the Authority's, the District's and the Manager's Phase II contributions shall be determined pursuant to an amendment to this Agreement which shall be approved by all Parties during the Authority's Fiscal Year 2019. Notwithstanding any terms otherwise agreed to, the Manager's contribution during Phase II shall be limited such that all revenue earned by the Manager shall be first allocated to the operation and maintenance of Midtown Park (based on the budget prepared for such fiscal year) and any surplus may then be applied to maintain other Improvements in the Service Area.

B. Renewal and Replacement Fund. In addition to annual maintenance contributions, the Authority shall assist the Manager in establishing a Renewal and Replacement Fund, to which the Authority shall budget and contribute a minimum of \$25,000 annually until such fund reaches an amount equal to five percent (5%) of the value of the Improvements in the Service Area ("Renewal Fund Amount"), which such value shall be determined as of the date of this Agreement and shall be reevaluated every five (5) years thereafter. As of the date of this Agreement, the Parties agree that the Renewal Fund Amount is \$ \_\_\_\_\_.

## V.

### COOPERATION

As the design of the Improvements may impact the maintenance cost to be incurred by the District, the Authority agrees to give the District an opportunity to participate in and provide comments on the design of any proposed Improvement that the Manager will be asked to maintain. The Authority agrees to provide to the District at the earliest possible date, but no later

than the date the Authority's Board of Directors approves design drawings for such Improvements, an estimated budget of annual maintenance costs of the proposed Improvements.

## VI. FAILURE TO MAINTAIN

If the Manager fails to maintain, repair, or replace the Improvements, as such obligations are set forth in Exhibit B, the Authority and the District may, in their sole discretion, alter, reduce, or authorize other changes to the Improvements; provided, however, that the Authority and the District shall first notify the Manager in writing of any Improvements that the Authority and the District believe the Manager has failed to maintain, repair or replace. Within ten (10) days of notice thereof, the Manager shall provide to the Authority and the District a response detailing either (i) the Manager's plan to remedy such failure or (ii) a description of the factors contributing to such failure and a request for third party assistance in developing a plan to remedy such failure. Such third party may be, but shall not be limited to, the engineer or architect engaged to develop such Improvement.

## VII. INSURANCE

The Manager and its contractors hired to perform work under this Agreement shall provide the following insurance policies and shall name the Authority and the District as "Additional Insureds". All such insurance policies shall be obtained from insurance companies (1) with Certificates of Authority to transact insurance business in Texas or (2) that are eligible non-admitted insurers in the State of Texas and have a Best's rating of at least B+ and a Best financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide (3) and shall include not less than the following minimum coverages:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
  - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Worker's Compensation including Broad Form All States endorsement:
  - Statutory amount
- (3) Professional Liability

- \$1,000,000 per occurrence; \$1,000,000 aggregate
- (4) Automobile Liability insurance including owned and non-owned vehicles used for the Improvements
  - \$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the Authority or the District, and that it shall give 30 days' written notice to the Authority and the District before they may be canceled or nonrenewed. Within the 30 day period, the Manager shall provide other suitable policies in lieu of those about to be canceled or nonrenewed so as to maintain in effect at all times the required coverage. If the Manager does not comply with this requirement, the Authority and the District, at their sole discretion, may immediately suspend the Manager from any further performance under this Agreement and begin procedures to terminate for default.

#### **VIII.** **INDEMNIFICATION**

**TO THE EXTENT ALLOWED BY LAW, THE MANAGER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE AUTHORITY AND THE DISTRICT, THEIR AGENTS, EMPLOYEES AND OFFICERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

- (1) THE MANAGER'S AND/OR ITS AGENTS', EMPLOYEES', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, THE "MANAGER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**



- (2) THE INDEMNIFIED PARTIES' AND THE MANAGER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE MANAGER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE INDEMNIFIED PARTIES' AND THE MANAGER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER THE MANAGER IS IMMUNE FROM LIABILITY OR NOT.

THE MANAGER SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE MANAGER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. THE MANAGER SHALL NOT INDEMNIFY THE INDEMNIFIED PARTIES FOR THE INDEMNIFIED PARTIES' SOLE NEGLIGENCE.

#### **IX.** **RELEASE**

TO THE EXTENT ALLOWED BY LAW, THE MANAGER AGREES TO AND SHALL RELEASE THE INDEMNIFIED PARTIES 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 PARTIES' CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PARTIES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

#### **X.** **TERMINATION**

This Agreement may be terminated by any of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By any party, upon the failure of the other party to fulfill its obligations as set forth in this Agreement. To the extent permitted by law, the breaching party shall pay any cost incurred due to such breach.
- C. By the Manager, in the event that the Authority and the District become unable to annually budget sufficient funds to support the Manager's obligations hereunder.
- D. By expiration of this Agreement and settlement of all accounts.

If the Manager elects to terminate this Agreement, it shall do so in such a manner that the Improvements are operational and are not left in an unreasonably hazardous condition, and the Manager shall provide documentation to demonstrate the Improvements affected will be left in an operational condition and that termination of this Agreement will not create an unreasonably hazardous condition. If the Manager provides certification to the Authority and the District that it has visually inspected the Improvements and that such Improvements are in operational condition and do not create an unreasonably hazardous condition, then the Manager shall be deemed to have complied with this Paragraph. If any party elects to terminate this Agreement at any time, for any reason, then that party shall notify the other in writing not less than 45 days prior to the termination.

**XI.**  
**PERIOD OF AGREEMENT**

This Agreement is effective on the Countersignature Date as shown in the signature page of this Agreement and remains in effect until ten years from July 1, 2015, and thereafter shall be automatically renewed for consecutive ten-year periods. If any Party chooses not to renew this Agreement, that Party shall notify the other party in writing at least one year prior to expiration of the then-current term.

**XII.**  
**ASSIGNMENT**

No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Parties hereto. Notwithstanding the foregoing, the Authority and the District hereby consent to any assignment by the Manager of all or a portion of its obligations under this Agreement as they relate to Improvements to be maintained by a third party, if the third party covenants to fulfill the assigned obligations in a manner consistent with this Agreement or as otherwise approved by the Authority and the District.

**XIII.**  
**NOTICES**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage

affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed herein below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

Address for notice shall be as follows:

MANAGER:

410 Pierce St., Suite 355  
Houston, TX 77002  
Attn: Secretary/Treasurer, Board of  
Directors

AUTHORITY/ZONE:

410 Pierce St., Suite 355  
Houston, TX 77002  
Attn: Executive Director

DISTRICT:

410 Pierce St., Suite 355  
Houston, TX 77002  
Attn: Executive Director

**XIV.**

**LEGAL CONSTRUCTION**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other party.

**XV.**

**SOLE AGREEMENT**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning these instruments shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

**XVI.**

**COUNTERPARTS**

Signatures hereto may be in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY OF WHICH, this Agreement, in triplicate originals, each having equal force has been executed on behalf of the parties hereto as follows on \_\_\_\_\_, 2015, the ("Effective Date"), to-wit:

**REINVESTMENT ZONE NUMBER TWO  
CITY OF HOUSTON, TEXAS**

By: AGS  
Name: Abe Goren  
Title: Vice Chair

ATTEST:

By: P  
Name: Pamela Castleman  
Title: Secretary

**MIDTOWN MANAGEMENT DISTRICT**

By: W  
Name: William R. Franks  
Title: Chair

ATTEST:

By: Eileen J. Morris  
Name: Eileen J. Morris  
Title: Secretary

**MIDTOWN REDEVELOPMENT  
AUTHORITY**

By: AGS  
Name: Abe Goren  
Title: Vice Chair

ATTEST:

By: P  
Name: Pamela Castleman  
Title: Secretary

**MIDTOWN IMPROVEMENT AND  
DEVELOPMENT CORPORATION**

By: Robert D. Sellingsloh  
Name: Robert D. Sellingsloh  
Title: Chair

ATTEST:

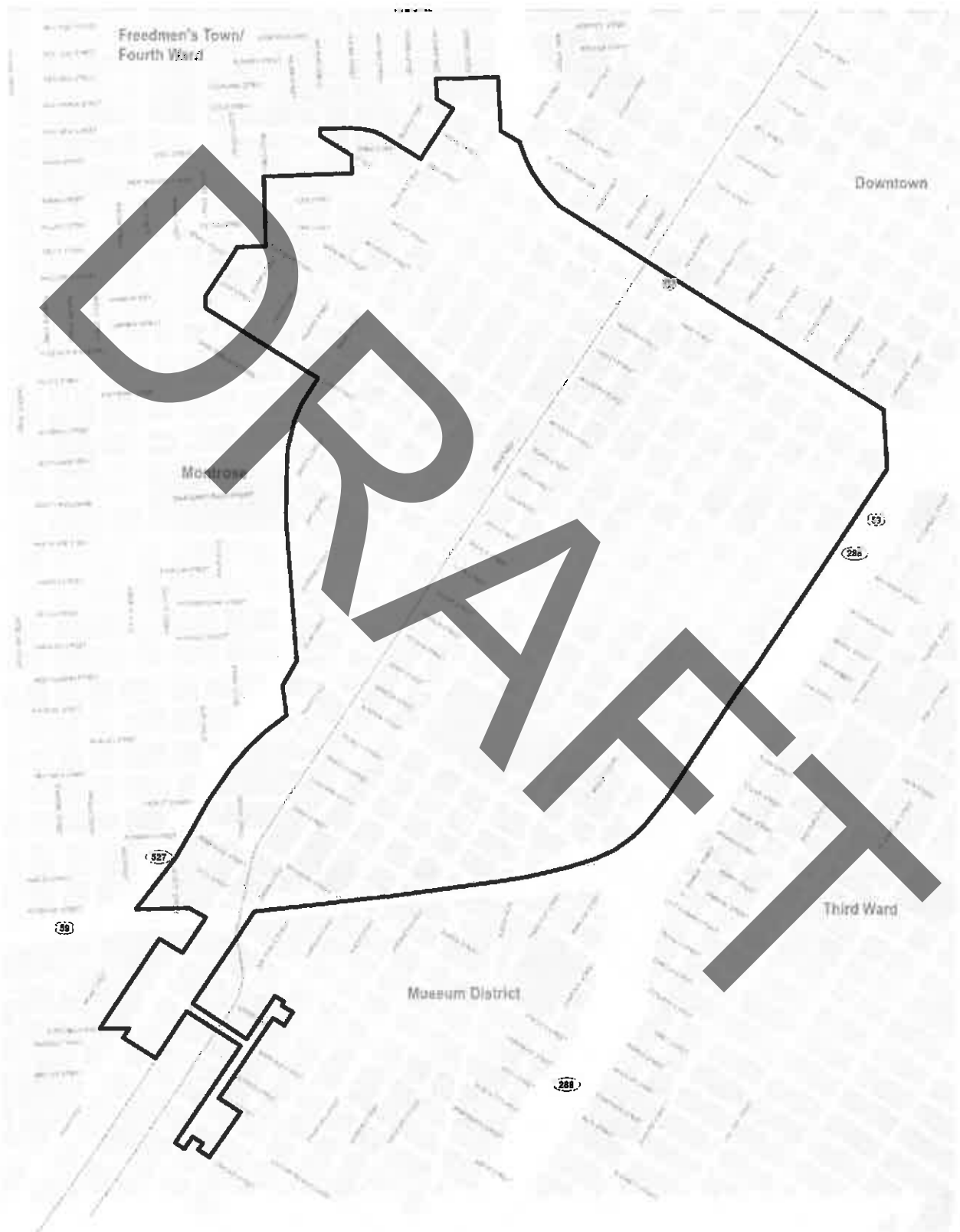
By: M  
Name: Matt Thibodeaux  
Title: Secretary

## LIST OF EXHIBITS

- Exhibit A: Boundaries of the Manager's Service Area (Map)
- Exhibit B: The Manager's Maintenance Obligations
- Exhibit C: Additional Service Area Maintenance Agreements
- Exhibit D: Initial Contribution Purposes
- Exhibit E: Legacy Improvements

DRAFT

**EXHIBIT A**  
**BOUNDARIES OF THE MANAGER'S SERVICE AREA**



## EXHIBIT B

### THE MANAGER'S MAINTENANCE OBLIGATIONS

The following table describes the specific Improvements that the Manager shall maintain under this Agreement. Additional Improvements may be added as referenced in Article II, upon advance written approval by the Authority, the District and the Manager. In addition, footnotes describe limitations to those obligations.

Improvement	Component	Maintenance Activity
Street Furniture	Trash Receptacles Benches Bike Racks Seatwalls Walkway Pads	Clean and paint Trash removal Repair or replace when damaged Store spare parts
Irrigation System <sup>1</sup>	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 <sup>2</sup>	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 Fountain Lights	Pay monthly electric meter charge Adjust timers Maintain wiring and circuits Replace bulbs Repair or replace defective equipment and wiring
Pavers	Crosswalk Pavers Ramp Pavers Bulb-out Pavers Sidewalk Pavers Street Name Tile Pavers	Repair or replace broken pavers Reset settled pavers that are hazardous to pedestrians or traffic (including but not limited to resetting following City repairs to roadway road beds) Reinstall pavers after City repairs

<sup>1</sup> The Manager's maintenance repair obligations are limited within the one year warranty period for Improvements not built by the Manager and shall be the responsibility of the entity which installed the Improvements during that time. Repairs caused by faulty workmanship will be the responsibility of the entity which built the Improvement and the contractor who installed the Improvement. The Manager shall be responsible for enforcing warranties and coordinating repairs.

<sup>2</sup> The Manager's watering and pruning obligations shall begin 90 days after planting. During the 90 day period after planting, these activities are the responsibility of the entity installing the trees and the contractor who installed them. The Manager shall be responsible for enforcing warranties and coordinating repairs.

Fountain	Fountain Structure Controller Pumps Water Meter Valves Lights	Clean and repair structure Repair or replace defective equipment and wiring Maintain and repair pumps Replace defective controllers and valves Maintain wiring and circuits Replace bulbs
Wayfinding Signs	Poles Message Boards & Maps	Repair damaged poles Maintain paint finishes Maintain and update message boards and maps
Street Signs	Decorative Street Signs	Maintain paint finishes Replace damaged or missing signs Maintain wiring and circuits Replace bulbs Repair or replace defective equipment and wiring
Signal Poles	Powder-coated Poles	Clean and paint Repair or replace when damaged



**EXHIBIT C**  
**ADDITIONAL SERVICE AREA MAINTENANCE AGREEMENTS**

DRAFT

**EXHIBIT D**  
**INITIAL CONTRIBUTION PURPOSES**

The District's initial contribution of \$250,000 to the Manager shall be used for the following purposes:

- A. Maintenance of Legacy Improvements (July 1, 2015 to December 31, 2015)
  - Main Street - \$18,130 (includes assigned maintenance agreement)
  - Bagby Street - \$40,438 (includes assigned maintenance agreement)
  - Elgin Street - \$11,500
  - McGowen Street - \$2,700
  - Street Signs - \$4,800
  - Entry Plazas - \$6,250
- B. Establish a Capital Reserve Fund for Repair and Replacement of Legacy Improvements Maintenance Obligations described in Exhibit B - \$166,182
  - Street Furniture
  - Irrigation System
  - Plantings
  - Pavers
  - Lighting
  - Signs

**EXHIBIT E**  
**LEGACY IMPROVEMENTS**

<b>Project</b>	<b>Description</b>	<b>Improvement Maintenance</b>
Main Street Enhancements	Landscaped tree wells from Gray Street to Wheeler Street (right-of-way only; does NOT include center esplanade)	Street Furniture Irrigation System Plantings Pavers
Elgin Street Pedestrian Enhancements	Right of Way pedestrian enhancements from Brazos Street to Hamilton Street	Street Furniture Irrigation System Plantings Pavers
McGowen Street Reconstruction	Street reconstruction, utility upgrades, and right-of-way pedestrian enhancements from Smith Street to Hamilton Street.	Street Furniture Irrigation System Plantings Pavers
Gray Street Pedestrian Enhancements	Right of Way pedestrian enhancements from Brazos Street to Hamilton Street	Street Furniture Irrigation System Plantings Pavers
Bagby Park (formerly Midtown Park)	Improvements at Midtown Redevelopment Authority owned public space located at 415 ½ Gray Street	Street Furniture Irrigation System Plantings Lighting Pavers Fountain
Bagby Street and Pierce Street Improvements	Street reconstruction, utility upgrades, and right-of-way pedestrian enhancements on Bagby Street from St. Joseph to Tuam including two blocks on Pierce Street from Baldwin to Brazos.	Street Furniture Irrigation System Plantings Lighting Pavers Wayfinding Signs Street Signs Signal Poles
Street Signs	Decorative street sign including Midtown logo located throughout the District	Street Signs
Entry Plazas	Landscaped esplanades at 1700 Elgin, 1900 Elgin, and 1800 McGowen St.	Irrigation System Plantings

**AGREEMENT BY AND BETWEEN  
MIDTOWN MANAGEMENT DISTRICT  
AND  
SOUTHWEST WHOLESALE, LLC  
FOR MAIN STREET MAINTENANCE PROJECT**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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This Agreement is made by and between the Midtown Management 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 Southwest Wholesale, LLC, a for-profit Texas corporation (the "Contractor").

**W I T N E S S E T H:**

WHEREAS, on or about September 7, 2005, the Board of Directors of the District (the "District Board") approved a ten year Service Plan for the District (the "Service Plan"); and

WHEREAS, the Service Plan provides, among other things, that the District will develop a program to provide for visual improvements within the District;

WHEREAS, the District Board has determined that it is in the best interest of the District to enter into a contract to provide certain maintenance services in the public right-of-way on Main Street, (the "Project Site"), as more specifically set forth herein and in Exhibits A and B attached hereto, so as to assist the District in achieving its goal of providing for visual improvements within the District for the purpose of promoting the health, safety, welfare, and enjoyment of the public; and

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

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, it is agreed as follows:

**Section 1. Definitions**

"*Agreement*" shall mean this Agreement, including exhibits hereto, between the District and the Contractor.

"*Authority*" shall mean the Midtown Redevelopment Authority.

"*Basic Contract Services*" shall mean such landscape maintenance, trash/debris removal and other services described in this Agreement and in Exhibits A and B hereto.

"*Executive Director*" shall mean the individual serving as the executive director of the Midtown Management District.

"Expenses" shall mean those reasonable and necessary out-of-pocket costs expressly authorized in writing by the Executive Director or the District Board.

## **Section 2. Service Area**

The area for which the services referenced herein are to be provided is the area commonly known as "Midtown". The current boundaries for Midtown is south of the Pierce Elevated Freeway (I.H. 45), west of U.S. 59/State Highway 288, north of U.S. 59 and east of Spur 527, all as more specifically set forth in the map attached hereto as *Exhibit C*.

## **Section 3. Engagement of Contractor and Scope of Services**

The District hereby engages the Contractor, and the Contractor hereby accepts such engagement and agrees to provide, furnish, or perform the Basic Contract Services as set forth in Exhibits A and B in an efficient and workmanlike manner.

Contractor acknowledges and understands that the services to be provided under this Agreement are being performed for the public benefit. Contractor agrees to comply with all applicable municipal codes and ordinances of the City of Houston and all applicable laws and regulations of the State of Texas and the United States of America, including but not limited to applicable environmental laws and regulations. Contractor agrees that any personnel provided by it in the performance of this Agreement shall be experienced, competent, and careful workers skilled in the duties necessary to provide the services required under this Agreement.

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

## **Section 4. Compensation**

The District will pay the Contractor the sum of TWO THOUSAND DOLLARS AND NO CENTS (\$2000.00) per month as compensation for the services to be performed hereunder, as more fully set forth in Exhibits A and B attached hereto.

Contractor shall submit a written invoice and any supporting documentation, in form and substance acceptable to the Executive Director (or his designee), for services performed in accordance with this Agreement. Contractor will not be compensated for attending meetings of the District Board regarding work performed pursuant to this Agreement. Invoices for fees and reimbursement of expenses, if any, shall be submitted to the District each month on or before the 15<sup>th</sup> day of the month and are due and payable on or before the 30th day of the following month, provided however, that no payment of such fees or expenses is due until the District Board reviews and approves such invoice at its next regularly scheduled monthly meeting. The District Board shall not unreasonably delay the review or payment of any invoices from the Contractor.

Invoices and supporting documentation shall be emailed to Marlon Marshall at [marlonm@houstonmidtown.com](mailto:marlonm@houstonmidtown.com) or may be mailed or hand-delivered to the following address:

**Midtown Management District**  
Attention: Marlon Marshall  
**410 Pierce Street – Suite 355**  
**Houston, TX 77002**

**Section 5. Reimbursement of Expenses**

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

The Contractor is solely responsible for costs of providing any and all materials and supplies necessary to perform the services required under this Agreement, including but not limited to the cost of tools, equipment, fuel, fertilizers, etc. Additionally, the Contractor is solely responsible for any and all costs associated with removal and proper disposal of any trash and debris.

**Section 6. Workmanship and Inspection**

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

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

It is the policy of the District to achieve a drug-free workforce and workplace, therefore the manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while providing services to or on behalf of the District or while on District, Authority or City owned premises is strictly prohibited. Contractor shall have a drug-free workplace policy and shall comply with the requirements of such policy while performing the services required under this Agreement.

**Section 8. Authorization to Begin Work**

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

**Section 9. Term and Termination**

The effective date of this Agreement shall be January 7, 2015 and the Agreement shall remain in effect for a term expiring on December 31, 2015, unless otherwise terminated as provided herein. The Term may be extended on the same terms and conditions for an additional period not to exceed two (2) years by a majority vote of the District Board.

The District may terminate this Agreement at any time by giving 30 days written notice to Contractor. On receiving such notice of Termination, Contractor shall, unless the notice directs otherwise, discontinue all services under this Agreement 30 days after receipt of such notice. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE DISTRICT'S EXERCISE OF IT'S RIGHT TO TERMINATE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SERVICES RENDERED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE DISTRICT'S TERMINATION.

The District may terminate this Agreement immediately and without notice for good cause in the event of a default by Contractor. Default by Contractor occurs if: (1) Contractor fails to perform any of its duties under this Agreement; (2) Contractor becomes insolvent; (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or (4) a receiver or trustee is appointed for Contractor. In the event of a default by Contractor for failure to satisfactorily perform any of its duties under this Agreement, the District may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The District may, at its sole option, extend the termination date to a later date to allow Contractor to cure the default. If the District allows Contractor to cure the default and Contractor does so to the District's satisfaction before the termination date, then the termination is ineffective. If Contractor fails to cure the default before the termination date, then this Agreement shall terminate on the date set forth in the notice.

Contractor may terminate its performance under this Agreement only if the District defaults and fails to cure the default after receiving written notice of such default. Default by the District occurs if the District fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, Contractor must deliver a written notice to the Executive Director, with a copy to the Board Chairman, describing the default and the proposed termination date. The date must be at least 30 days after the Executive Director and the Board Chairman receives such written notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the District cures the default before the proposed termination date, then the proposed termination is ineffective. If the District fails to cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

#### Section 10. Insurance

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

*[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 the contractor in the course of its performance under this Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

Section 11. Indemnification and Release

**A. INDEMNITY FOR PERSONAL INJURIES. THE CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE DISTRICT, THE AUTHORITY AND THE CITY OF HOUSTON, AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES (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 THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHOMSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF THE CONTRACTOR'S WORK, SERVICES, AND OPERATIONS IN CONNECTION HERewith, INCLUDING OPERATIONS OF SUBCONTRACTORS, IF ANY, AND THE ACTS OR OMISSIONS OF EMPLOYEES OR AGENTS OF THE CONTRACTOR.**

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

**C. RELEASE. THE CONTRACTOR RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE**



**UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

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

Contractor agrees to keep such operating records relating to the services to be provided hereunder as may be reasonably required by the District, or by state and federal law or regulation. Contractor agrees to allow the District reasonable access to documents and records in Contractor's possession, custody, or control that the District deems necessary to assist the District in determining compliance with this Agreement. Contractor further agrees to cooperate with the District and, upon request, to provide necessary information to the Executive Director or his designee in order to assist the District in complying with agreements with third parties, including but not limited to the City of Houston, State of Texas and United States of America.

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

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

**Section 14. Notices**

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

**IF TO THE DISTRICT:**

Midtown Management District  
410 Pierce Street, Suite 355  
Houston, Texas 77002  
Attn.: Chairman, Board of Directors  
Phone: 713-526-7577  
Fax: 713 526-7519

**IF TO THE CONTRACTOR:**

Southwest Wholesale, LLC  
P.O. Box 451148  
Houston, Texas 77245-1148  
Attn.: Anthony Hutchinson, Manager  
Phone: 713-664-0363  
Fax: 713-750-9540

with a copy to:

Midtown Management District  
410 Pierce Street, Suite 355  
Houston, Texas 77002  
Attn.: Executive Director  
Phone: 713-526-7577  
Fax: 713 526-7519

Burney & Foreman  
5445 Almeda, Suite 400  
Houston, Texas 77004  
Attn.: Peggy Foreman  
Fax: (832) 615-3410

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received by the District or Contractor, as the case may be.

Section 15. **Successors and Assigns**

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

Section 16. **Governing Law**

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

Section 17. **Amendments and Waivers**

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

Section 18. **Mediation**

Prior to the filing of an action in any court, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be referred to non-binding mediation. Any costs and fees of mediation will be split equally between the parties hereto.

Section 19. **Exhibits: Titles of Articles, Sections and Subsections**

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

Section 20. **Entire Agreement**

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

[Signatures continued on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, in multiple originals, each having equal force, to be duly executed as of the \_\_\_\_\_ day of January, 2015.

MIDTOWN MANAGEMENT DISTRICT

\_\_\_\_\_  
William R. Franks, Chairman, Board of Directors

SOUTHWEST WHOLESALE, LLC

By: \_\_\_\_\_  
Name: Anthony Hutchinson  
Title: Manager

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**Exhibit A**  
**Main Street Maintenance Project**  
**Scope of Services**  
*(General Provisions)*

**PART 1      GENERAL**

**1.1      WORK COVERED**

- A.      The Contractor shall furnish all labor, materials, and equipment as necessary to provide a landscape maintenance program in strict accordance with the Specifications and Drawings as prepared by Clark Condon Associates. The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum, and work staged from a location on the site as to not interfere with the users.

**1.2      SCOPE**

- A.      Perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the project. Such work includes, but is not limited to the following:
1.      Mowing, edging, and trimming of lawn/grass areas.
  2.      Maintenance of decomposed granite areas.
  3.      Pruning and trimming of trees and shrubs.
  4.      Weeding of mulched areas.
  5.      Application of fertilizers, insecticides, and herbicides.
  6.      General site cleanup; removal of litter and products of maintenance.
  7.      Maintenance and monitoring of irrigation system and watering.
- B.      Related work under a separate contract:
1.      Sprinkler repair (excluding that which damaged by Contractor)
  2.      Plant replacement
  3.      Decomposed granite replacement
- C.      Extra Services: All services not covered under this contract shall be considered “**EXTRA SERVICES**” and will be charged separately according to the nature of the item and work involved. **WRITTEN AUTHORIZATION** for **EXTRA SERVICES** must be obtained prior to performance.

**1.3      REQUIREMENTS OF REGULATORY AGENCIES**

- A.      Perform Work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities.

## 1.4

### **CONTRACTOR RESPONSIBILITIES**

- A. Trees, Shrubs and Groundcovers: The Contractor's maintenance of planting shall consist of watering, cultivating, weeding, mulching, pruning, re-staking, tightening and repairing of guys, resetting plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays and invigorants as are necessary to keep the plantings free of insects and disease and in thriving condition. Trees, shrubs or groundcover that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner.
- B. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation. Sprinklers or structures that are damaged due to the Contractor's operations must be repaired or replaced by the Contractor promptly.
- C. Lawns: Maintenance of lawns shall consist of mowing, watering, weeding, repair of all erosion and reseeding as necessary to establish a uniform stand of specified grasses. Lawn and grass areas that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner.
- D. Decomposed Granite: Maintenance of decomposed granite areas shall consist of weeding and application of herbicide spray to prevent growth in granite and paved areas where vegetation growth is not permitted.
- E. Litter Collection: Pick up litter and debris on site and empty trash receptacles at each site visit. This includes maintenance of pet waste stations.

## 1.5

### **EMERGENCIES**

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in the landscape requiring immediate attention such as fallen trees or branches.

## PART 2

### **PRODUCTS**

## 2.1

### **MATERIALS**

- A. Materials required for installed items shall match those already in use.
- B. Samples of all materials not specified under other sections of these Specifications shall be submitted for review by the Midtown District's Landscape Architect prior to use.
- C. Topdress Fertilizer: Commercial fertilizer with guaranteed analysis of 16-6-8 or as required for application use.

## 2.2

### **REQUIRED EQUIPMENT**

- A. Contractor shall furnish the following maintenance equipment:

1. Lawn Mowers
2. Gasoline Powered Edgers
3. Trash Collection Equipment
4. Line Trimmers
5. Miscellaneous Hand Tools, Rakes, Brooms; Etc.
6. Blowers
7. Other equipment as needed.

### **PART 3      EXECUTION**

#### **3.1      WATERING**

- A. It shall be the responsibility of the Contractor to assure that the correct watering of plant materials is being accomplished through the following irrigation techniques:
  1. Regular deep watering to all new trees until there are definite signs that the trees have established themselves, new growth is apparent, and no trees are experiencing stress conditions.
  2. Frequent watering to the lawn areas to insure against drying. This may be accomplished as above, by the automatic sprinkler system, hand watering or portable sprinklers. Contractor shall monitor settings of automatic sprinkler controls and recommend necessary adjustments according to climatic changes.
- B. Contractor shall be responsible for damages to irrigation system caused by maintenance operations.

#### **3.2      MAINTENANCE OF TURF AREAS AND DECOMPOSED GRANITE**

- A. Mowing lawn/grass areas shall be accomplished with sharp, properly adjusted mowers of the correct size for the various areas.
- B. Mowing frequency shall be as per the Landscape Maintenance Program. Blade heights shall be set according to the following schedule.
 

1.	1 ½ inches	Initial Mowing
2.	1 ½ inches	April – November
3.	2 inches	December – March
- C. In the event of a prolonged rainy period and a surge of leaf growth is anticipated, the mower height may be readjusted to prevent “scalping” or skinning of lawn on preceding cuts.
- D. Lawn shall be edged evenly at all walks, headers and other structures as per the schedule, using an edger, not a line trimmer.
- E. Until the establishment of the turf, the Contractor will be responsible for replacing soils that have eroded onto the paved areas. Residual soils on

paving will be removed and if not mingled with objectionable materials may be re-used in eroded areas.

- F. Immediately upon observing any lawn grass spreading into shrub or groundcover areas, the Contractor shall initiate a program of removal and maintain this program throughout the maintenance period.
- G. Any lawn grass appearing in paved areas shall receive an application of soil sterilant according to manufacturer's direction. The sterilant shall be approved and will not be detrimental structurally to paved areas.
- H. Special effort shall be given to control fire ants infesting the site. After control is accomplished, the ant mounds shall be lowered and tamped to the existing grade.
- I. Apply topdress fertilizer after grassing, if needed.
- J. Decomposed granite areas shall be weeded, and herbicide spray shall be used to prevent growth in granite and paved areas where vegetation growth is not permitted.

### **3.3**

#### **MAINTENANCE OF TREES AND SHRUBS**

- A. Contractor shall adjust and tighten as required all tree staking and guying. Removal as directed by Owner's Representative.
- B. Contractor shall periodically prune or shape trees to promote correct growth (six inches diameter or less). All major pruning shall be done only under the direction of the Owner/Owner's Representative.
- C. Contractor shall deep water all new trees until there are definite signs the trees have established themselves and are pushing out new growth.
- D. Watering basins shall be removed by Contractor after the trees have established themselves or as directed by Owner's representative. Basins are normally removed one year from time of planting.
- E. All weeds within the mulched area around each tree and in each shrub bed shall be removed as often as required. Under no circumstances shall weeds and grass within planted areas be allowed to attain more than 4 inches growth.
- F. Contractor shall be continuously alert for signs of insect presence or damage or the presence or damage from plant fungi. Upon locating such evidence, the Contractor shall report it to the Owner's Representative and take action as directed.

### **3.4**

#### **MAINTENANCE OF IRRIGATION SYSTEM**

- A. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation, repair of leaks in both mains and lateral lines and all other work required to establish a complete working irrigation system.



### **3.5 TRASH COLLECTION**

- A. Removal of debris from the site unrelated to horticultural maintenance (paper, bottles, cans, plastics, "Pirate" signs, etc.) shall be the responsibility of the Contractor. Contractor shall pick up trash and empty trash receptacles at each site visit. This includes trash removal from all gardens, hardscape areas as well as all trash bins. Frequency as per Landscape Maintenance Program.
- B. Pet Waste Stations: Maintenance of pet waste stations shall consist emptying of trash receptacle and maintaining supply of waste collection bags at each station.

## **PART 4 SCHEDULES**

### **4.1 THE EXECUTION ITEMS OF PART 3 IN THIS SPECIFICATION SHALL BE PERFORMED ONCE PER WEEK FOR THE MAINTENANCE PERIOD:**

- A. Should the Contractor require an alteration of the Schedule, contact the Owner.

### **4.2 TOPDRESS FERTILIZER**

- A. Thirty (30) days after seeding.

### **4.3 MULCHING, WEEDING, WEED CONTROL, GUYING AND STAKING ADJUSTMENT**

- A. As required at each visit.

### **4.4 MEETINGS**

- A. Contractor shall meet once each month and at the end of the maintenance period with the Owner/Owner's Representative. Contractor shall review irrigation system schedule and operation and other pertinent and helpful maintenance information at each meeting.

**Exhibit B**  
**Main Street Maintenance Project**

**Scope of Services**  
*(Specific Provisions)*

The guidelines as included herein shall govern the work where applicable based on the frequency assigned each area. Should the Contractor require an alteration of the Schedule, contact the Owner. (NOTE: Pruning applies to trees with diameter of six (6) inches or less.)

**JANUARY: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Trees shall be pruned. Do not change shape of tree, prune to enhance shape. Pruning in this manner will promote better growth. Weed beds as required. Apply dormant oil to all trees showing signs of scale.

**FEBRUARY: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Continue pruning trees for shape and to remove dead wood. Watch shrubs for winter damage and over-watering by rainfall. Apply pre-emergent.

**MARCH: Weeks 1, 2**

**Trees and Shrubs**

Apply tree fertilizer to established trees. Deep root feeding is method to use during this period. Iron and other elements shall be applied if needed. Fertilizer applied shall be Davey 30-10-7 for trees and shrubs. Fertilize acid loving plants as called for under "Acceptable Products." Do not fertilize flowering shrubs until blooming is completed.

Check plants for adequate watering to prevent any winter damage. Water if necessary. Prune dead wood as required. Continue to weed beds.

Mulch (shredded hardwood) shall be placed in all beds, at two-inch layer over existing mulch. Do not pile mulch on top of tree trunk. Dead vines should be removed. Flowering plants should be fertilized only after blooming.

**MARCH: Weeks 3, 4**

**Trees and Shrubs**

Inspect evergreens for insects and diseases, particularly bores. Spray as required. This will be considered an extra service. Continue to weed beds. Fertilize trees and flowering shrubs if they have buds. Application should be no less than 12-4-8 or 16-4-8 at a rate of ten (10) pounds per 1,000 square feet.

**APRIL: Weeks 1, 2, 3, 4**

**Seasonal Color**

Remove winter seasonal color plants, prepare bed and plant new seasonal color plants after April 15.

**Trees and Shrubs**

Flowering plants should be through flowering and ready to be pruned and fertilized, if not already completed. Prune remaining dead wood from trees and shrubs, retaining natural shape. Continually remove all suckers on base of trees.

**MAY: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Inspect evergreens for mites and borers and spray as required. Inspect plants for scale insects and spray as required. Inspect flowering trees for powdery mildew and apply fungicide as required. This service will be considered an extra service. Apply herbicide to shrub beds as required, using the same materials as early spring. Weed beds as required.

**MAY: Weeks 3, 4**

**Trees and Shrubs**

Continue to check plants for pests and control as required. Water any established plants as needed. Pruning shall cease until Fall. Apply fertilizer to acid loving plants as per "Acceptable Products" page and Frequency Schedule.

**JUNE: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

**JULY: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

**AUGUST: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Continue to check trees and shrubs for adequate moisture around root balls. No pruning shall be done during this period. Check all trees and shrubs for possible disease and insects, spray if necessary. Weed beds as required.

**SEPTEMBER: Weeks 1, 2**

### **Trees and Shrubs**

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed.

#### **SEPTEMBER: Weeks 3, 4**

### **Trees and Shrubs**

Maintain adequate soil moisture for all trees and shrubs. Prune only if necessary. Continue to check for any pests or diseases, apply chemicals as required.

#### **OCTOBER: Weeks 1, 2, 3, 4**

### **Seasonal Color**

Remove winter seasonal color plants, prepare bed and plant new seasonal color plants after October 15.

### **Trees and Shrubs**

Shrubs and groundcovers should be fertilized with a ratio of 1-1-1 at a rate of ten (10) pounds per 1,000 square feet.

#### **NOVEMBER: Weeks 1, 2, 3, 4**

### **Trees and Shrubs**

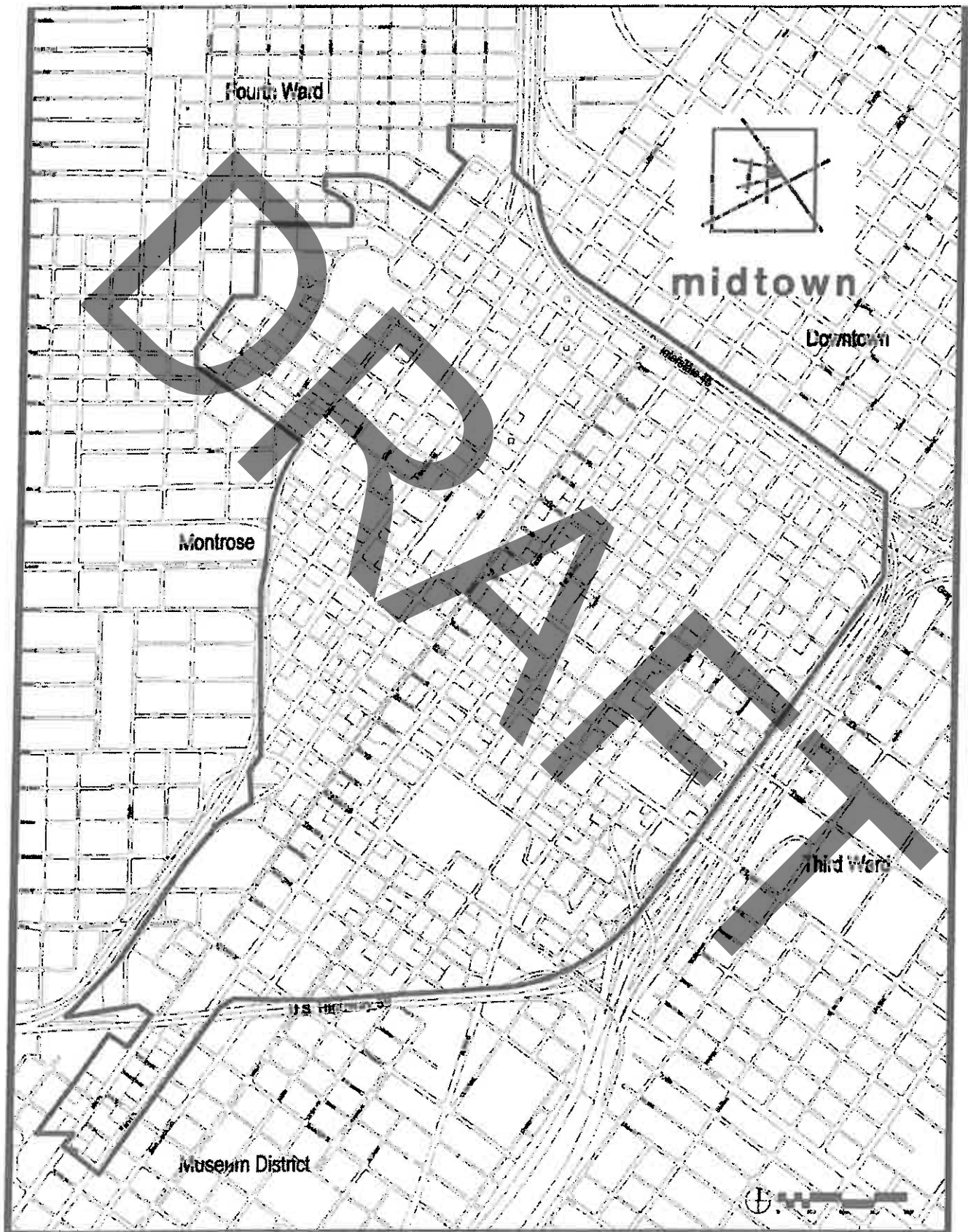
Examine plants for pests and spray as required. Do not use pesticides unless necessary. Weed beds as required.

#### **DECEMBER: Weeks 1, 2, 3, 4**

### **Trees and Shrubs**

Remove leaves from beds. Weed beds as required. Check plants for diseases, spray as required.

Exhibit C  
Map of the Midtown Management District



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STATE OF TEXAS                   §  
COUNTY OF HARRIS         § KNOW ALL MEN BY THESE PRESENTS:  
  §

**WITNESSETH:**

Agreement- Bagby Street Maintenance (2015) v-1



"Expenses" shall mean those reasonable and necessary out-of-pocket costs expressly authorized in writing by the Executive Director or the District Board.

## **Section 2. Service Area**

The area for which the services referenced herein are to be provided is the area commonly known as "Midtown". The current boundaries for Midtown is south of the Pierce Elevated Freeway (I.H. 45), west of U.S. 59/State Highway 288, north of U.S. 59 and east of Spur 527, all as more specifically set forth in the map attached hereto as *Exhibit C*.

## **Section 3. Engagement of Contractor and Scope of Services**

The District hereby engages the Contractor, and the Contractor hereby accepts such engagement and agrees to provide, furnish, or perform the Basic Contract Services as set forth in *Exhibits A and B* in an efficient and workmanlike manner.

Contractor acknowledges and understands that the services to be provided under this Agreement are being performed for the public benefit. Contractor agrees to comply with all applicable municipal codes and ordinances of the City of Houston and all applicable laws and regulations of the State of Texas and the United States of America, including but not limited to applicable environmental laws and regulations. Contractor agrees that any personnel provided by it in the performance of this Agreement shall be experienced, competent, and careful workers skilled in the duties necessary to provide the services required under this Agreement.

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

## **Section 4. Compensation**

The District will pay the Contractor the sum of NINE HUNDRED NINETY DOLLARS AND NO CENTS (\$990.00) per month as compensation for the services to be performed hereunder, as more fully set forth in Exhibits A and B attached hereto.

Contractor shall submit a written invoice and any supporting documentation, in form and substance acceptable to the Executive Director (or his designee), for services performed in accordance with this Agreement. Contractor will not be compensated for attending meetings of the District Board regarding work performed pursuant to this Agreement. Invoices for fees and reimbursement of expenses, if any, shall be submitted to the District each month on or before the 15<sup>th</sup> day of the month and are due and payable on or before the 30<sup>th</sup> day of the following month, provided however, that no payment of such fees or expenses is due until the District Board reviews and approves such invoice at its next regularly scheduled monthly meeting. The District Board shall not unreasonably delay the review or payment of any invoices from the Contractor.

Invoices and supporting documentation shall be emailed to Marlon Marshall at [marlonm@houstonmidtown.com](mailto:marlonm@houstonmidtown.com) or may be mailed or hand-delivered to the following address:

**Midtown Management District**  
Attention: Marlon Marshall  
**410 Pierce Street – Suite 355**  
**Houston, TX 77002**

**Section 5. Reimbursement of Expenses**

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

The Contractor is solely responsible for costs of providing any and all materials and supplies necessary to perform the services required under this Agreement, including but not limited to the cost of tools, equipment, fuel, fertilizers, etc. Additionally, the Contractor is solely responsible for any and all costs associated with removal and proper disposal of any trash and debris.

**Section 6. Workmanship and Inspection**

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

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

It is the policy of the District to achieve a drug-free workforce and workplace, therefore the manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while providing services to or on behalf of the District or while on District, Authority or City owned premises is strictly prohibited. Contractor shall have a drug-free workplace policy and shall comply with the requirements of such policy while performing the services required under this Agreement.

**Section 8. Authorization to Begin Work**

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

**Section 9. Term and Termination**

The effective date of this Agreement shall be February 2, 2015 and the Agreement shall remain in effect for a term expiring on December 31, 2015, unless otherwise terminated as provided herein. The Term may be extended on the same terms and conditions for an additional period not to exceed two (2) years by a majority vote of the District Board.

The District may terminate this Agreement at any time by giving 30 days written notice to Contractor. On receiving such notice of Termination, Contractor shall, unless the notice directs otherwise, discontinue all services under this Agreement 30 days after receipt of such notice. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE DISTRICT'S EXERCISE OF IT'S RIGHT TO TERMINATE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR SERVICES RENDERED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE DISTRICT'S TERMINATION.

The District may terminate this Agreement immediately and without notice for good cause in the event of a default by Contractor. Default by Contractor occurs if: (1) Contractor fails to perform any of its duties under this Agreement; (2) Contractor becomes insolvent; (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or (4) a receiver or trustee is appointed for Contractor. In the event of a default by Contractor for failure to satisfactorily perform any of its duties under this Agreement, the District may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The District may, at its sole option, extend the termination date to a later date to allow Contractor to cure the default. If the District allows Contractor to cure the default and Contractor does so to the District's satisfaction before the termination date, then the termination is ineffective. If Contractor fails to cure the default before the termination date, then this Agreement shall terminate on the date set forth in the notice

Contractor may terminate its performance under this Agreement only if the District defaults and fails to cure the default after receiving written notice of such default. Default by the District occurs if the District fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, Contractor must deliver a written notice to the Executive Director, with a copy to the Board Chairman, describing the default and the proposed termination date. The date must be at least 30 days after the Executive Director and the Board Chairman receives such written notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the District cures the default before the proposed termination date, then the proposed termination is ineffective. If the District fails to cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

#### Section 10. Insurance

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

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

Section 11. **Indemnification and Release**

**A. INDEMNITY FOR PERSONAL INJURIES. THE CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE DISTRICT, THE AUTHORITY AND THE CITY OF HOUSTON, AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES (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 THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHOMSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF THE CONTRACTOR'S WORK, SERVICES, AND OPERATIONS IN CONNECTION HERewith, INCLUDING OPERATIONS OF SUBCONTRACTORS, IF ANY, AND THE ACTS OR OMISSIONS OF EMPLOYEES OR AGENTS OF THE CONTRACTOR.**

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

**C. RELEASE. THE CONTRACTOR RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE**

**UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.**

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

Contractor agrees to keep such operating records relating to the services to be provided hereunder as may be reasonably required by the District, or by state and federal law or regulation. Contractor agrees to allow the District reasonable access to documents and records in Contractor's possession, custody, or control that the District deems necessary to assist the District in determining compliance with this Agreement. Contractor further agrees to cooperate with the District and, upon request, to provide necessary information to the Executive Director or his designee in order to assist the District in complying with agreements with third parties, including but not limited to the City of Houston, State of Texas and United States of America.

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

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

**Section 14. Notices**

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

**IF TO THE DISTRICT:**

Midtown Management District  
410 Pierce Street, Suite 355  
Houston, Texas 77002  
Attn.: Chairman, Board of Directors  
Phone: 713-526-7577  
Fax: 713 526-7519

**IF TO THE CONTRACTOR:**

Central Landscape and Maintenance, Inc.  
5815 Calvacade  
Houston, Texas 77026  
Attn: Jeffrey Jackson  
Phone: 713-676-2327  
Fax: 713-676-1018

with a copy to:

Midtown Management District  
410 Pierce Street, Suite 355  
Houston, Texas 77002  
Attn.: Executive Director  
Phone: 713-526-7577  
Fax: 713 526-7519

Burney & Foreman  
5445 Almeda, Suite 400  
Houston, Texas 77004  
Attn.: Peggy Foreman  
Fax: (832) 615-3410

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received by the District or Contractor, as the case may be.

#### Section 15. Successors and Assigns

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

#### Section 16. Governing Law

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

#### Section 17. Amendments and Waivers

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

Section 18. **Mediation**

Prior to the filing of an action in any court, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be referred to non-binding mediation. Any costs and fees of mediation will be split equally between the parties hereto.

Section 19. **Exhibits: Titles of Articles, Sections and Subsections**

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

Section 20. **Entire Agreement**

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

[Signatures continued on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, in multiple originals, each having equal force, to be duly executed as of the \_\_\_\_\_ day of January, 2015.

MIDTOWN MANAGEMENT DISTRICT

\_\_\_\_\_  
William R. Franks, Chairman, Board of Directors

CENTRAL LANDSCAPE AND MAINTENANCE,  
INC.

By: \_\_\_\_\_  
Name: Jeffrey Jackson  
Title: \_\_\_\_\_



**Exhibit A**  
**Bagby Street Maintenance Project**  
**Scope of Services**  
*(General Provisions)*

**PART 1      GENERAL**

**1.1      WORK COVERED**

- A.      The Contractor shall furnish all labor, materials, and equipment as necessary to provide a landscape maintenance program in strict accordance with the Specifications and Drawings as prepared by Design Workshop. The Contractor shall perform all work required as necessary to fulfill the intent of the contract. All work shall be performed in a professional manner, noise kept to a minimum, and work staged from a location on the site as to not interfere with the users.

**1.2      SCOPE**

- A.      Perform all work necessary utilizing acceptable horticultural practices for the landscape maintenance of the project. Such work includes, but is not limited to the following:
1.      Litter and debris pick up in both planting and hardscape
  2.      Cleaning up ash urns
  3.      Trash removal
  4.      Pruning of trees
  5.      Wood mulch top dressing
  6.      Weeding
  7.      Mowing and trimming
  8.      Irrigation start up and winterizing
  9.      Irrigation head adjustment
  10.     Adjustment of electrical outlets
  11.     Silt cleanout in rain gardens
  12.     Straightening out edging
- B.      Related work under a separate contract:
1.      Irrigation sprinkler repair (excluding that which is damaged by Contractor)
  2.      Plant replacement at the direction of the landscape architect
  3.      Graffiti removal
  4.      Replacement of banners
  5.      Repair of furniture
  6.      Hardscape repairs
  7.      Rain garden bridge repairs
  8.      Gravel mulch replacement
  9.      Light bulb replacement
  10.     Electrical outlet replacement

- C. Extra Services: All services not covered under this contract shall be considered “EXTRA SERVICES” and will be charged separately according to the nature of the item and work involved. **WRITTEN AUTHORIZATION** for **EXTRA SERVICES** must be obtained prior to performance.

### 1.3 **REQUIREMENTS OF REGULATORY AGENCIES**

- A. Perform Work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities.

### 1.4 **CONTRACTOR RESPONSIBILITIES**

- A. Trees, Shrubs and Groundcovers: The Contractor's maintenance of planting shall consist of watering, cultivating, weeding, mulching, pruning, re-staking, tightening and repairing of guys, resetting plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays and invigorants as are necessary to keep the plantings free of insects and disease and in thriving condition. Trees, shrubs or groundcover that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner.
- B. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation. Sprinklers or structures that are damaged due to the Contractor's operations must be repaired or replaced by the Contractor promptly. Review the irrigation specifications for training of baseline irrigation controller.
- C. Lawns: Maintenance of lawns shall consist of mowing, watering, weeding, repair of all erosion and reseeding as necessary to establish a uniform stand of specified grasses. Lawn and grass areas that are damaged or killed due to Contractor's operations, chemicals or negligence shall be replaced at no expense to the Owner. Reset edging if out of straight alignment.
- D. Litter Collection: Pick up litter and debris on site and empty trash receptacles at each site visit. This includes maintenance of pet waste stations. Ash urns are to be cleaned 2x per year (January and July).

### 1.5 **EMERGENCIES**

- A. The Contractor shall respond to emergency or complaint calls regarding conditions in the landscape requiring immediate attention such as fallen trees or branches.

## **PART 2 PRODUCTS**

### 2.1 **MATERIALS**

- A. Materials required for installed items shall match those already in use.

- B. Samples of all materials not specified under other sections of these Specifications shall be submitted for review by the Midtown District's Landscape Architect prior to use.
- C. Topdress Fertilizer: Commercial fertilizer with guaranteed analysis of 16-6-8 or as required for application use.

## **2.2 REQUIRED EQUIPMENT**

- A. Contractor shall furnish the following maintenance equipment:
  - 1. Lawn Mowers
  - 2. Gasoline Powered Edgers
  - 3. Trash Collection Equipment
  - 4. Line Trimmers
  - 5. Miscellaneous Hand Tools, Rakes, Brooms, Etc.
  - 6. Blowers
  - 7. Other equipment as needed.

## **PART 3 EXECUTION**

### **3.1 WATERING**

- A. It shall be the responsibility of the Contractor to assure that the correct watering of plant materials is being accomplished through the following irrigation techniques:
  - 1. Regular deep watering to all new trees until there are definite signs that the trees have established themselves, new growth is apparent, and no trees are experiencing stress conditions.
  - 2. Frequent watering to the lawn areas to insure against drying. This may be accomplished as above, by the automatic sprinkler system, hand watering or portable sprinklers. Contractor shall monitor settings of automatic sprinkler controls and recommend necessary adjustments according to climatic changes.
- B. Contractor shall be responsible for damages to irrigation system caused by maintenance operations.

### **3.2 MAINTENANCE OF TURF AREAS AND DECOMPOSED GRANITE**

- A. Mowing lawn/grass areas shall be accomplished with sharp, properly adjusted mowers of the correct size for the various areas.
- B. Mowing frequency shall be as per the Landscape Maintenance Program. Blade heights shall be set according to the following schedule.

1.	1 ½ inches	Initial Mowing
2.	1 ½ inches	April – November
3.	2 inches	December – March

- C. In the event of a prolonged rainy period and a surge of leaf growth is anticipated, the mower height may be readjusted to prevent "scalping" or skinning of lawn on preceding cuts.
- D. Lawn shall be edged evenly at all walks, headers and other structures as per the schedule, using an edger, not a line trimmer.
- E. Until the establishment of the turf, the Contractor will be responsible for replacing soils that have eroded onto the paved areas. Residual soils on paving will be removed and if not mingled with objectionable materials may be re-used in eroded areas.
- F. Immediately upon observing any lawn grass spreading into shrub or groundcover areas, the Contractor shall initiate a program of removal and maintain this program throughout the maintenance period.
- G. Any lawn grass appearing in paved areas shall receive an application of soil sterilant according to manufacturer's direction. The sterilant shall be approved and will not be detrimental structurally to paved areas.
- H. Special effort shall be given to control fire ants infesting the site. After control is accomplished, the ant mounds shall be lowered and tamped to the existing grade.
- I. Apply topdress fertilizer after grassing, if needed.
- J. Decomposed granite areas shall be weeded, and herbicide spray shall be used to prevent growth in granite and paved areas where vegetation growth is not permitted.

### 3.3

#### **MAINTENANCE OF TREES AND SHRUBS**

- A. Contractor shall adjust and tighten as required all tree staking and guying. Removal as directed by Owner's Representative.
- B. Contractor shall periodically prune or shape trees to promote correct growth (six inches diameter or less). All major pruning shall be done only under the direction of the Owner/Owner's Representative.
- C. Contractor shall deep water all new trees until there are definite signs the trees have established themselves and are pushing out new growth.
- D. Watering basins shall be removed by Contractor after the trees have established themselves or as directed by Owner's representative. Basins are normally removed one year from time of planting.
- E. All weeds within the mulched area around each tree and in each shrub bed shall be removed as often as required. Under no circumstances shall weeds and grass within planted areas be allowed to attain more than 4 inches growth.
- F. Contractor shall be continuously alert for signs of insect presence or damage or the presence or damage from plant fungi. Upon locating such evidence, the Contractor shall report it to the Owner's Representative and take action as directed.

3.4

**MAINTENANCE OF IRRIGATION SYSTEM**

- A. Irrigation System: Maintenance of irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule and adjustment of heads for coverage and elevation. Sprinklers or structures that are damaged due to the Contractor's operations must be repaired or replaced by the Contractor promptly. Contractor shall be responsible for start up and winterizing irrigation system based on seasonal conditions.

3.5

**TRASH COLLECTION**

- A. Removal of debris from the site unrelated to horticultural maintenance (paper, bottles, cans, plastics, "Pirate" signs, etc.) shall be the responsibility of the Contractor. Contractor shall pick up trash and empty trash receptacles at each site visit. This includes trash removal from all gardens, hardscape areas as well as trash bins. Frequency as per Landscape Maintenance Program.
- B. Pet Waste Stations (if any): Maintenance of pet waste stations shall consist emptying of trash receptacle and maintaining supply of waste collection bags at each station.

**PART 4**

**SCHEDULES**

4.1

**THE EXECUTION ITEMS OF PART 3 IN THIS SPECIFICATION SHALL BE PERFORMED ONCE PER WEEK FOR THE MAINTENANCE PERIOD:**

- A. Should the Contractor require an alteration of the Schedule, contact the Owner.

4.2

**TOPDRESS FERTILIZER**

- A. Thirty (30) days after seeding.

4.3

**MULCHING. WEEDING. WEED CONTROL. GUYING AND STAKING ADJUSTMENT**

- A. As required at each visit.

4.4

**MEETINGS**

- A. Contractor shall meet once each month and at the end of the maintenance period with the Owner/Owner's Representative. Contractor shall review irrigation system schedule and operation and other pertinent and helpful maintenance information at each meeting.

**Exhibit B**  
**Bagby Street Maintenance Project**

**Scope of Services**  
*(Specific Provisions)*

The guidelines as included herein shall govern the work where applicable based on the frequency assigned each area. Should the Contractor require an alteration of the Schedule, contact the Owner.  
(NOTE: Pruning applies to trees with diameter of six (6) inches or less.)

**JANUARY: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Trees shall be pruned. Do not change shape of tree, prune to enhance shape. Pruning in this manner will promote better growth. Weed beds as required. Apply dormant oil to all trees showing signs of scale. Clean silt out of rain gardens. Top dress wood mulch beds to create a minimum of 3" mulch. Do not put wood mulch on top of existing gravel mulch. Refer to Bagby Street construction drawings for clarification.

**FEBRUARY: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Continue pruning trees for shape and to remove dead wood. Watch shrubs for winter damage and over-watering by rainfall. Apply pre-emergent.

**MARCH: Weeks 1, 2**

**Trees and Shrubs**

Apply tree fertilizer to established trees. Deep root feeding is method to use during this period. Iron and other elements shall be applied if needed. Fertilizer applied shall be Davey 30-10-7 for trees and shrubs. Fertilize acid loving plants as called for under "Acceptable Products." Do not fertilize flowering shrubs until blooming is completed.

Check plants for adequate watering to prevent any winter damage. Water if necessary. Prune dead wood as required. Continue to weed beds.

Clean silt out of rain gardens. Top dress wood mulch beds to create a minimum of 3" mulch. Do not put wood mulch on top of existing gravel mulch. Refer to Bagby Street construction drawings for clarification. Dead vines should be removed. Flowering plants should be fertilized only after blooming.

### **MARCH: Weeks 3, 4**

#### **Trees and Shrubs**

Inspect evergreens for insects and diseases, particularly bores. Spray as required. This will be considered an extra service. Continue to weed beds. Fertilize trees and flowering shrubs if they have buds.

Application should be no less than 12-4-8 or 16-4-8 at a rate of ten (10) pounds per 1,000 square feet.

### **APRIL: Weeks 1, 2, 3, 4**

#### **Trees and Shrubs**

Flowering plants should be through flowering and ready to be pruned and fertilized, if not already completed. Prune remaining dead wood from trees and shrubs, retaining natural shape. Continually remove all suckers on base of trees.

### **MAY: Weeks 1, 2, 3, 4**

#### **Trees and Shrubs**

Inspect evergreens for mites and borers and spray as required. Inspect plants for scale insects and spray as required. Inspect flowering trees for powdery mildew and apply fungicide as required. This service will be considered an extra service. Apply herbicide to shrub beds as required, using the same materials as early spring. Weed beds as required.

**MAY: Weeks 3, 4**

**Trees and Shrubs**

Continue to check plants for pests and control as required. Water any established plants as needed. Pruning shall cease until Fall. Apply fertilizer to acid loving plants as per "Acceptable Products" page and Frequency Schedule.

**JUNE: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

**JULY: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continue to check plants for pests and control as required. Weed beds as required.

**AUGUST: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Continue to check trees and shrubs for adequate moisture around root balls. No pruning shall be done during this period. Check all trees and shrubs for possible disease and insects, spray if necessary. Weed beds as required.

Clean silt out of rain gardens. Top dress wood mulch beds to create a minimum of 3" mulch. Do not put wood mulch on top of existing gravel mulch. Refer to Bagby Street construction drawings for clarification.



**SEPTEMBER: Weeks 1, 2**

**Trees and Shrubs**

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed.

**SEPTEMBER: Weeks 3, 4**

**Trees and Shrubs**

Maintain adequate soil moisture for all trees and shrubs. Prune only if necessary. Continue to check for any pests or diseases, apply chemicals as required.

**OCTOBER: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Shrubs and groundcovers should be fertilized with a ratio of 1-1-1 at a rate of ten (10) pounds per 1,000 square feet.

**NOVEMBER: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

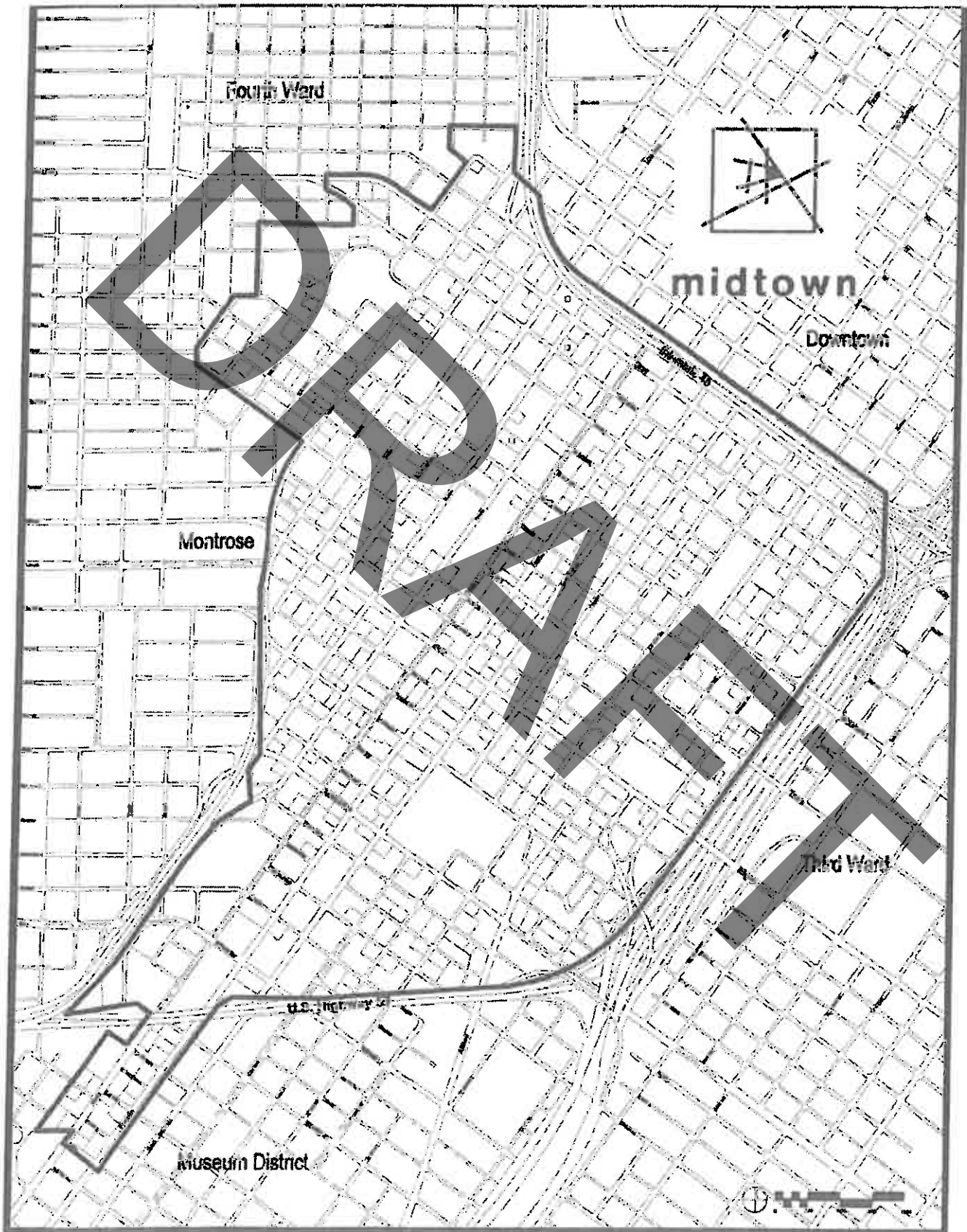
Examine plants for pests and spray as required. Do not use pesticides unless necessary. Weed beds as required.

**DECEMBER: Weeks 1, 2, 3, 4**

**Trees and Shrubs**

Remove leaves from beds. Weed beds as required. Check plants for diseases, spray as required.

Exhibit C  
Map of the Midtown Management District



DRAFT

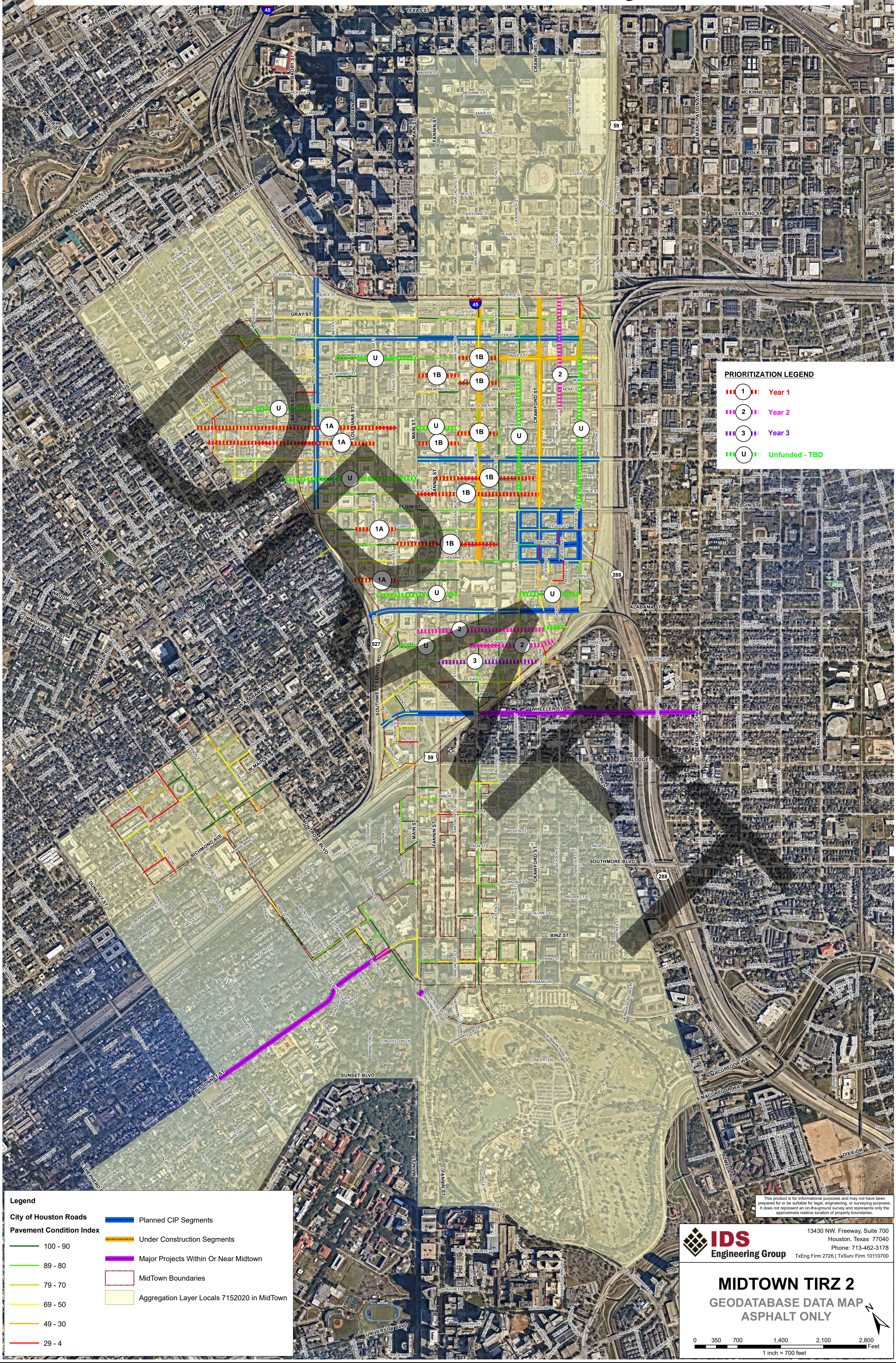


**midtown**  
HOUSTON

**STREET AND  
OVERLAY PROJECT**



# Midtown 3-Year Mill & Overlay Schedule



### PRIORITIZATION LEGEND

- 1 Year 1
- 2 Year 2
- 3 Year 3
- U Unfunded - TBD

### Legend

- City of Houston Roads**
- Pavement Condition Index**
- 100 - 90
- 89 - 80
- 79 - 70
- 69 - 50
- 49 - 30
- 29 - 4
- Planned CIP Segments
- Under Construction Segments
- Major Projects Within Or Near Midtown
- MidTown Boundaries
- Aggregation Layer Locals 7152020 in MidTown

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



13430 NW. Freeway, Suite 700  
Houston, Texas 77040  
Phone: 713-462-3178  
TxEng Firm 2726 | TxSurv Firm 10110700

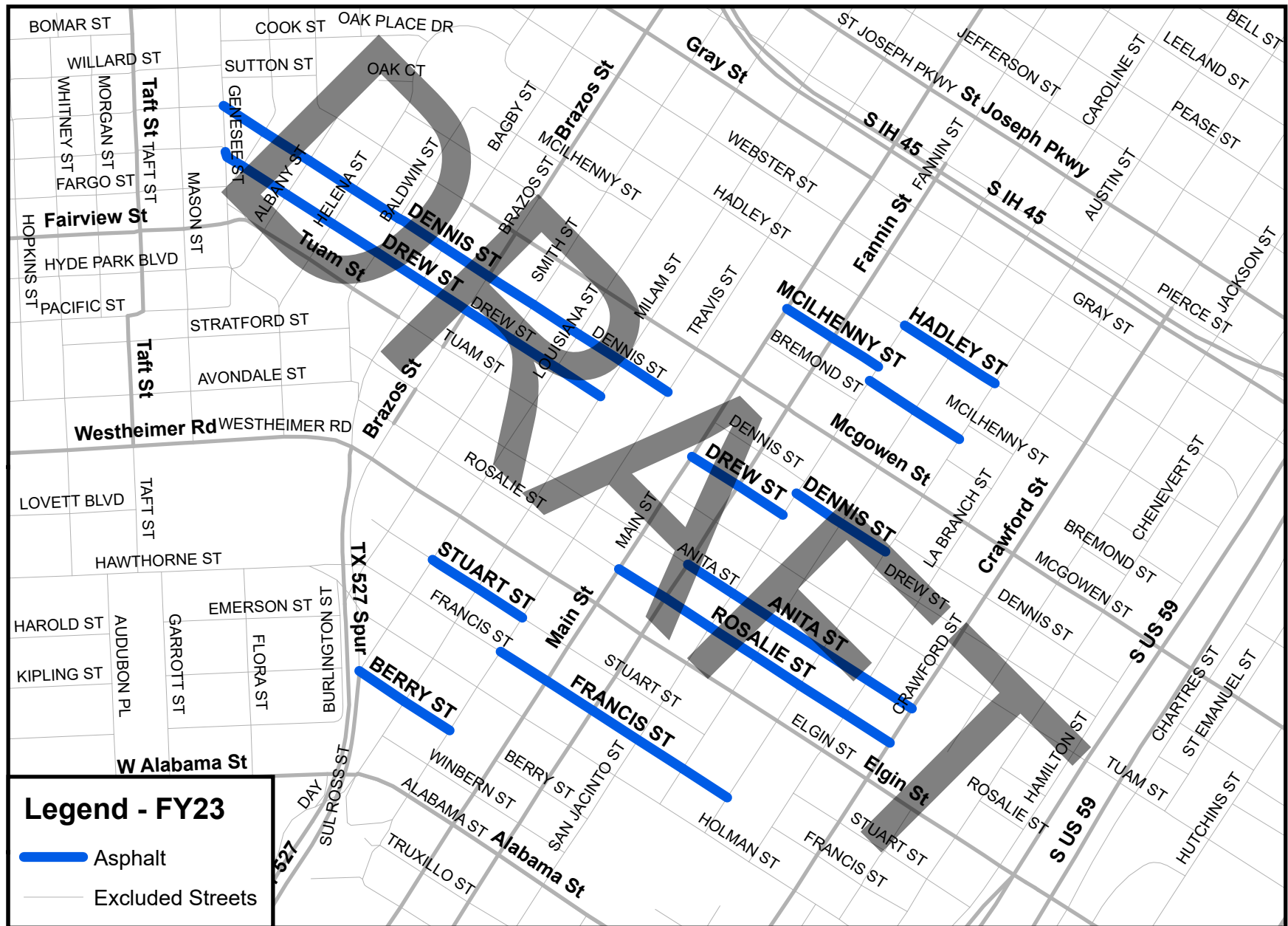
## MIDTOWN TIRZ 2 GEODATABASE DATA MAP ASPHALT ONLY

0 350 700 1,400 2,100 2,800 Feet  
1 inch = 700 feet



# Midtown TIRZ Project: Year 1

Council Districts C & D: Asphalt = 7.3 Lane-Miles



CITY OF HOUSTON  
Houston Public Works

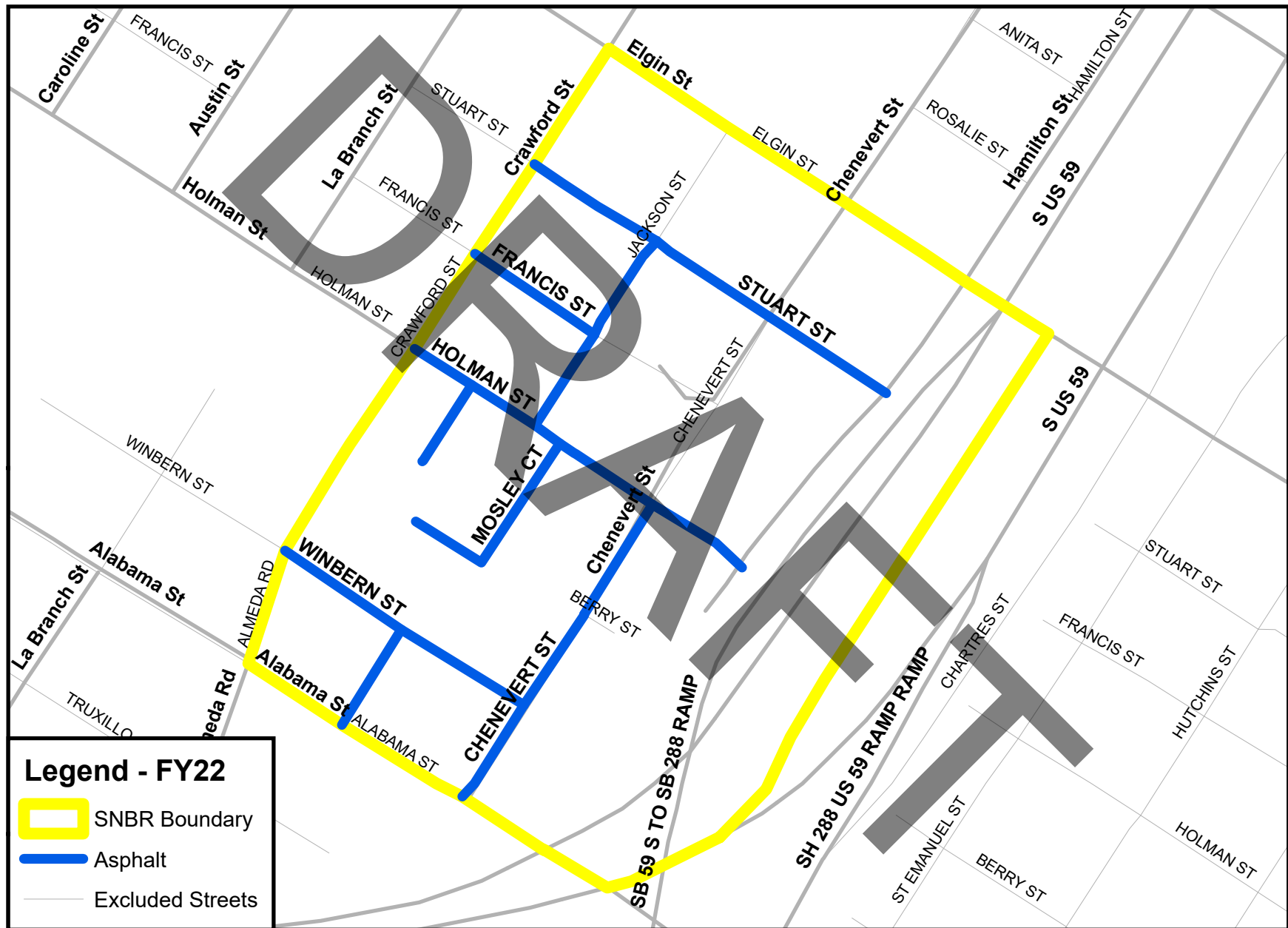
Transportation and Drainage Operations

DISCLAIMER: THIS MAP REPRESENTS THE BEST INFORMATION AVAILABLE TO THE CITY.  
THE CITY DOES NOT WARRANT ITS ACCURACY OR COMPLETENESS.  
FIELD VERIFICATIONS SHOULD BE DONE AS NECESSARY.

0 0.075 0.15 0.3 Miles

# SNBR 62-2828 Neighborhood: MIDTOWN

Council District D: Asphalt = 2.831 Lane Miles



CITY OF HOUSTON  
Houston Public Works

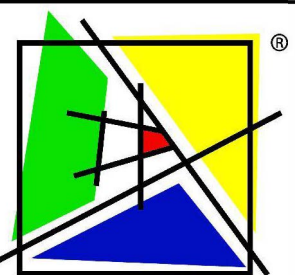
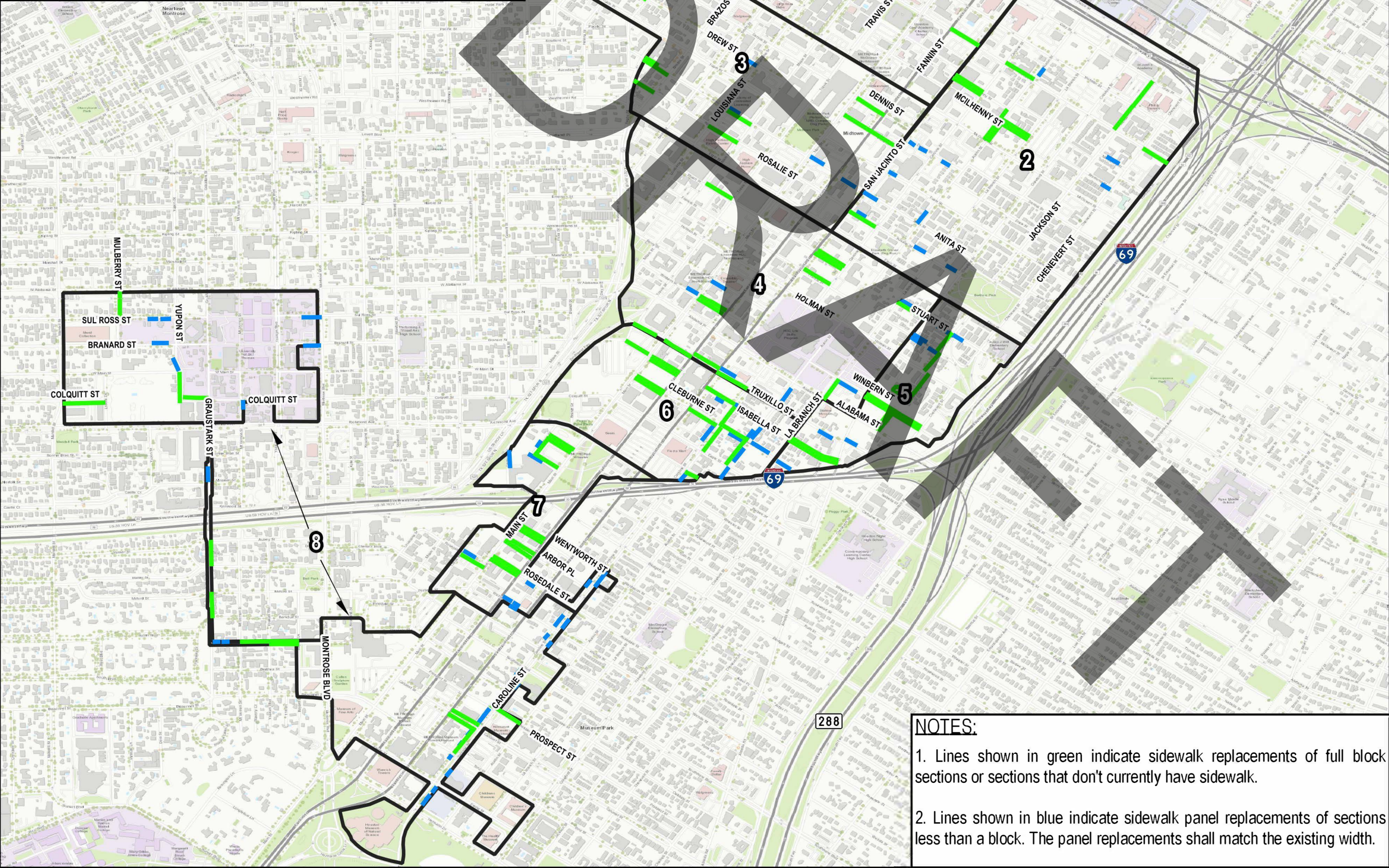
Transportation and Drainage Operations

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0 0.0275 0.055 0.11 Miles



Phase	≥ 5 ft Sidewalk Cost	≥ 4 ft Panel Repl Cost	Total Cost
1	\$330,550	\$99,600	\$430,150
2	\$333,300	\$67,600	\$400,900
3	\$343,200	\$70,400	\$413,600
4	\$404,250	\$73,600	\$477,850
5	\$415,800	\$74,400	\$490,200
6	\$396,000	\$136,400	\$532,400
7	\$365,200	\$93,600	\$458,800
8	\$442,200	\$151,040	\$593,240



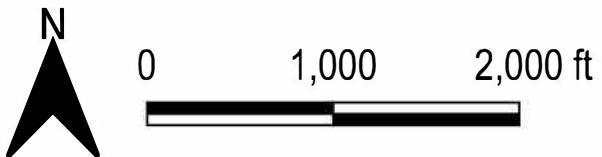
**midtown**  
HOUSTON

**EXHIBIT 10**

**PROPOSED PROJECT  
PHASING**

**Legend**

- ≥ 5 ft Sidewalk
- ≥ 4 ft Panel Replacement
- Proposed Phasing



**NOTES:**

1. Lines shown in green indicate sidewalk replacements of full block sections or sections that don't currently have sidewalk.

2. Lines shown in blue indicate sidewalk panel replacements of sections less than a block. The panel replacements shall match the existing width.

