



**MPC
BOARD OF DIRECTORS
MEETING
May 13, 2025**



**MIDTOWN PARKS CONSERVANCY
(MPC)**

TO: THE BOARD OF DIRECTORS OF MIDTOWN PARKS CONSERVANCY AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Midtown Parks Conservancy ("MPC") will hold a regular meeting, open to the public, on **Tuesday, May 13, 2025 at 12:00 P.M.** via- and join as a participant to consider and take action upon the following matters. The Board of Directors of MPC will (i) consider, present, and discuss orders, resolutions or motions; (ii) adopt and approve such orders, resolutions or motions; and (iii) take other direct or indirect actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

I. Call to Order

II. Consent Agenda

- a) Minutes of MPC Board Meeting for January 14, 2025
- b) Profit & Loss Statement (February 2025)
- c) Balance Sheet (February 2025)
- d) Listing of Checks {Wells Fargo Account (April 8, 2025)}

III. Financial Matters

- a) Overview of current financials January 2025 – February 28, 2025
- b) Review of Audit Engagement Letter.

IV. Events & Programming Reports

- a) Midtown, Bagby, Baldwin, & Glover Parks

V. Communications

- a) Social Media Platforms & PR

VI. Maintenance (combined report)

- a) Midtown & Bagby Parks; Midtown Park Plaza
- b) COH: Baldwin & Glover Parks

- c) Midtown Park Parking Garage
- d) Overall District, Legacy Projects & New Improvements

VII. Security - S.E.A.L. Security Solutions, L.L.C.

- a) Midtown & Bagby Parks

VIII. Midtown Park Parking Garage - WinPark

IX. CIP Update

X. Legal Matters/Contracts, Etc. Update

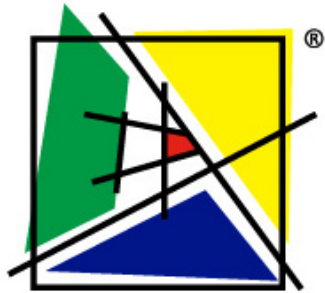
- a) Recommendation to award contract for Fountain Maintenance.
- b) Recommendation to renew contract with S.E.A.L. Security Solutions.

XI. Other Matters

XII. Adjourn

Vernon E. Williams

Vernon E. Williams, /VEW/
Chief Operating Officer



midtown
H O U S T O N

CONSENT AGENDA

**MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION
DBA MIDTOWN PARKS CONSERVANCY**

MINUTES OF THE BOARD OF DIRECTORS MEETING

January 14, 2025

A regular meeting of the Board of Directors (the “Board”) of Midtown Parks Conservancy (“MPC”) was held on Tuesday, January 14, 2025, at 12:00 p.m., via video and telephonic conferencing. 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	Abe Goren	4	Willie Coleman
2	William R. Franks	5	Vacant
3	Matt Thibodeaux		

and all of the above were present except Director Franks.

In attendance were Midtown Redevelopment Authority (“MRA”) staff members Kandi Schramm, Vernon Williams, Cynthia Alvarado, Kayler Williams, David Thomas, Jeremy Rocha, Jaime Giraldo, Marlon Marshall, and Willie Larry; MPC staff members Mechelle Phillips and Amaris Salinas; Chrystal Robinson-Davis and Chandler Snipe of the Midtown Management District (“MMD”); Ashley Small of Medley, Inc.; Peggy Foreman of Burney & Foreman; Jessica Garcia of Winpark; Jessica Ortiz of Carr, Riggs & Ingram LLC; Erica Rocha of S.E.A.L. Security Solutions L.L.C.; Melissa Morton of The Morton Accounting Services; and Bob Sellingsloh of Wulfe & Co.

Director Coleman called the meeting to order.

CONSENT AGENDA

- A) **MINUTES OF MPC BOARD MEETING FOR AUGUST 13, 2024**
- B) **PROFIT & LOSS STATEMENT (NOVEMBER 2024)**
- C) **BALANCE SHEET (NOVEMBER 2024)**
- D) **LISTING OF CHECKS - WELLS FARGO ACCOUNT (JANUARY 14, 2025)**

Vernon Williams, MRA’s Chief Operating Officer, presented the Consent Agenda.

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

FINANCIAL MATTERS

A) OVERVIEW – CURRENT FINANCIALS (JULY – NOVEMBER, 2024)

Melissa Morton of The Morton Accounting Services presented a summary of the MPC financial statements as of July – November 2024. She stated that at the beginning of July the Operating Fund Balance was \$884,414. MPC received a total of \$501,531 in revenue, mainly from MMD’s annual contribution (\$216,000) towards legacy and new improvements and intercompany reimbursements (\$275,737). Ms. Morton summarized the year-to-date expenses and reported that the ending fund balance was \$497,254 as of November 30, 2024.

In addition, Ms. Morton highlighted the budget to actual as of November 2024: \$1,996,710 in total income compared to the \$2,546,958 that was budgeted. That variance is mainly related to the timing of the contribution from MMD for legacy and new improvements.

Ms. Morton responded to questions from the Directors regarding the financial statements.

Director Goren made a motion to accept the report on MPC's financial statements as presented. The motion was seconded by Director Thibodeaux and carried by unanimous vote.

B) 2025 BUDGET/REVIEW

Ms. Morton presented the proposed FY 2025 budget. Ms. Morton reviewed the proposed budget in detail and highlighted the comparison of the proposed FY 2025 budgeted revenues and expenses to the FY 2024 actual revenues and expenses.

There was further discussion regarding the parking garage revenue vs parking management expense which is captured under professional services. Jessica Ortiz of Carr, Riggs & Ingram LLC ("CRI") noted that the parking garage is owned by MRA, not MPC, so the transaction has been recognized as a net expense.

After further discussion, Directors Goren and Coleman requested a detailed budget summary of larger expense items for comparison.

Director Goren made a motion to approve the FY 2025 Budget as presented. The motion was seconded by Director Thibodeaux. Following all discussion, the motion was carried by unanimous vote.

C) AUDIT UPDATE/REVIEW

Ms. Morton introduced Ms. Ortiz, who presented and provided an overview of the Independent Auditor's Report for FY 2023. CRI is issuing an unmodified opinion that is a clean opinion under U.S. Generally Accepted Accounting Principles. This year, no new accounting policies were adopted and there were no changes to the application of the existing policies.

Director Goren made a motion to approve the Independent Auditor's Report for FY 2023 of Carr, Riggs & Ingram LLC. The motion was seconded by Director Thibodeaux and carried by unanimous vote.

D) FORM 990 UPDATE/REVIEW

Ms. Morton provided an overview of Form 990 for tax year 2023 which is prepared with information from the audit report and the tax return that CRI prepares for MPC.

Ms. Morton responded to questions from the Directors regarding the prior year to current year comparisons.

Director Goren made a motion to approve the Form 990 for tax year 2023. The motion was seconded by Director Thibodeaux and carried by unanimous vote.

EVENTS AND PROGRAMMING REPORTS

A) MIDTOWN PARK, BAGBY PARK, BALDWIN & GLOVER PARKS

Mechelle Philips, MPC's Event Director, presented MPC's parks programming for 2024, which included 135 events hosted by MPC, 10 events hosted by third parties, 14,921 park attendees, and 13,450 Eventbrite tickets distributed to registered attendees of park events. Some programs were retired due to unusual weather-related cancellations which impacted attendance.

Ms. Phillips highlighted other MPC-hosted programs and activities, including Art in the Park, Black History Now, Coffee with a Cop, and various sign wraps providing photo opportunities to Bagby Park visitors. Attendance at these events ranged from 40 to 3000 attendees. Regular recurring events such as Chalk on the Block, Movie Nights, Teach You Tuesdays, Get Fit HITT and Get Fit Yoga have been well attended. Some programs, including Brunch and Books, Throwback Thursday Workout, Heroes Again Boot Camp and Samba, have been retired due to low attendance.

Upcoming events include Children's Storytime, Family Capoeira, Sound Bath, Teach You Tuesday and Yappy Hour at Bagby, Glover and Midtown Parks. Park rentals are forthcoming and previous licensees are inquiring about returning to Midtown Park.

COMMUNICATIONS

A) SOCIAL MEDIA PLATFORMS & PR

Ashley Small of Medley, Inc. presented a summary of the 2024 Marketing Report. She provided the following overview for all entities: \$1.2 million in earned media placements, 7,863 EventBrite signups and 39% of emails opened, indicating that people who are signed up to receive the newsletter are interested in content and updates from MPC. She further mentioned a implemented system to re-send the newsletter to subscribers who have not opened the email within a certain amount of time after receiving it.

Ms. Small also highlighted a 29% increase in social media visibility for 2024, reaching \$6.6 million viewers, and noted that the newsletter's open rate improved to 50%. However, engagement metrics decreased, with 185,000 total engagements, suggesting that while more people are viewing content, fewer are interacting with it. The strategy shift to video-first content may have contributed to this trend.

MAINTENANCE (combined report)

- A) MIDTOWN & BAGBY PARKS; MIDTOWN PARK PLAZA**
- B) COH: BALDWIN & GLOVER PARKS**

C) MIDTOWN PARK PARKING GARAGE

D) OVERALL DISTRICT, LEGACY PROJECTS & NEW IMPROVEMENTS

Jeremy Rocha, MRA's Sr. Manager of Engineering and Facilities, provided a summary of 2024 maintenance team operations within Midtown making sure the assets are operational and the green spaces functioning. The maintenance team provides support to MRA, MPC and MMD.

The maintenance team oversees the mowing, deficiency reporting, trash collection, irrigation system upkeep and general right-of-way ("ROW") maintenance in Midtown through three Field Maintenance Teams ("FSMT").

The MPC FMST is responsible for the overall ROW maintenance for legacy streets, including Bagby Street and Caroline Street, and Midtown and Bagby Parks, averaging 56,000 pounds of debris removal and 48 miles of ROW mowed per month.

The MMD FMST is responsible for the overall maintenance of the ROW within MMD's service area, which is subdivided into five (5) separate daily quadrants and serviced weekly, averaging 20,000 pounds of debris removal and 225 miles of ROW mowed per month. This FMST is also responsible for observational deficiency reporting including lighting, street signs and graffiti.

The FMST servicing Baldwin Park and Glover Park is responsible for overall maintenance of the parks.

The maintenance team oversees the maintenance on MRA building assets including the Pierce buildings, Midtown Park garage and Bagby Park kiosk (La Calle). In general, the maintenance team develops and implements weekly and monthly maintenance work plans to keep all assets functional while prioritizing repairs/projects based on budget, operational requirements, and District asset impact. Systems maintained include HVAC systems, sanitary lift stations, and kiosk grease trap.

Mr. Rocha provided a quick summary of the expected 2025 look forward projects:

Bagby Street Project – Landscape refresh of Bagby Street corridor. Project will be completed in phases based on material availability, project scheduling and budget. The project goal is to bring Bagby Street corridor landscaping back to the original baseline standard. The project will take into consideration changes in tree canopy and updated durable hardscape materials. Currently the project team is assessing deficiencies and taking inventory of updated corridor requirements.

Midtown Park Project – Landscape refresh of Midtown Park. Project will be completed in phases based on material availability, project scheduling and budget. The project goal is to bring Midtown Park landscaping back to the original baseline standard. The project will take into consideration changes in tree canopy and updated durable hardscape materials. Phase 1 is deficiency assessment and inventory of updated requirements with an anticipated 1st quarter 2025 start date.

Pierce Building Project – Roof update for 402 and 410 Pierce buildings. Project start is anticipated as 2nd quarter 2025. Project scope of work includes repairs and recommended updates to the roofing system. The project goal is to seal the roofing system and avoid roof leaks during major storm events.

SECURITY - S.E.A.L. SECURITY SOLUTIONS, L.L.C.

A) MIDTOWN & BAGBY PARKS

Erica Rocha, Vice President of S.E.A.L. Security L.L.C. (“SEAL”), presented a summary of incidents documented in the officer’s daily report for 2024, including 1,720 park rules violations, 400 information requests, 200 assistance requests, 111 suspicious persons activity reports, 79 EMS/FD/PD calls (79), 73 property damage/defacing reports (53) and 19 suspicious loitering activity reports.

The SEAL officers continue to ensure that there is no loitering or bathing in the fountains and that patrons follow the park rules and enjoy the park without having to be concerned about panhandling.

MIDTOWN PARK PARKING GARAGE – WINPARK

Jessica Garcia, Area Manager of Winpark, presented an Operations Summary for 2024 and Look Ahead to 2025.

Ms. Garcia gave a brief update of the Lightning Pay technology, which is a new option to use a QR Code to pay for parking in the Midtown Park parking garage. Continued efforts are being made to solicit to businesses, restaurants and clubs in the area for parking needs.

Ms. Garcia also mentioned looking ahead in 2025, Winpark has a porter on site for three hours a day, five days a week. Winpark has implemented monthly pressure washing of the stairwells in the garage by Green Team Services.

CIP UPDATE

Marlon Marshall, MRA’s Sr. Director of Engineering/Strategic Development, discussed the Midtown Park rain fountain project, highlighting issues with the contractor and the completion of necessary work.

Mr. Marshall reported that the MPC team has taken over maintenance for the recently completed Brazos Street bridge landscaping and improvements along Holman Street as well as the entry portal at Louisiana. Additionally, a pilot project for drainage on Caroline Street has alleviated some of the ponding by installing a landscape drainage element. The MPC maintenance team will need to maintain the landscaping drainage element as they do their weekly maintenance task on Caroline Street to make sure that those drains are clear of any type of debris so that it can clearly drain those parking lanes.

Another project that moved forward in 2024 was the NHHIP, North Houston Highway Improvement Project with TxDOT. That project was awarded \$78 million by HGAC, which saved Midtown approximately \$20 million for the structural improvements required to build a CAP Park.

MRA is starting the process of adding Wi-Fi to Midtown Park and Bagby Park and identifying available conduit. The electricians are tracing some of the lines to find out where we can add the necessary infrastructure to get Wi-Fi up and running in both parks.

The planning phase for public engagement on new amenities and refreshes for Midtown Park will begin this year, with construction anticipated to start sometime in 2026.

LEGAL MATTERS/CONTRACTS, ETC. UPDATE

Mr. Williams reported that MRA, MMD and MPC are renegotiating their existing agreements so that each entity funds its field services expenses individually.

The new agreements will be presented to the board for approval at a later date.

OTHER MATTERS

Bob Sellingsloh of Wulfe & Co. reported he has engaged in discussions regarding concession space at Midtown Park Plaza (Front 90) with a prospect called Vidorra Cocina, which has other locations in Dallas and Atlanta. A letter of intent was sent to Vidorra Cocina in late December, and he is following up to see if the interest is still there.

ADJOURN

There being no further business the meeting was adjourned.

Matt Thibodeaux, Secretary

Date



**Midtown Park Conservancy
Financial Report Summary
April Board Meeting
Tuesday, April 8, 2025**

At the beginning of January, the Midtown Park Conservancy (MPC) beginning Operating Fund Balance was \$577,177. MPC received a total of \$53,478 in revenue, mainly from Midtown Management District's annual reimbursement from Metro for landscaping maintenance and utilities on the Metro Main Rail (\$46,000). During the period, MPC processed \$281,625 in disbursements during the period. The majority of the disbursements (60%) related to payments for Maintenance expenses (\$95,394) and Professional Services expenses (\$73,462). The largest spending in these category going towards – The main cost drivers of Maintenance expenses were towards Landscaping (\$68,588). The main cost drivers for Professional Services expenses were Security costs associated with the parks and garage (\$60,497). The ending Fund Balance as of month end February 28, 2025 was \$349,030. See attached financial statements on page 2-4.

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Profit & Loss Budget vs. Actual

January through February 2025

Accrual Basis

	Jan - Feb 25	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
40005 · Unrestricted Income			
40010 · Contributions			
40015 · MRA Semi-Annual Contributions	1,000,000.00	1,725,009.00	-725,009.00
Total 40010 · Contributions	1,000,000.00	1,725,009.00	-725,009.00
40050 · Lease Income	0.00	261,900.00	-261,900.00
40150 · Parking Revenue			
40151 · Parking Midtown Garage Reve...	0.00	70,000.00	-70,000.00
Total 40150 · Parking Revenue	0.00	70,000.00	-70,000.00
40200 · Park Rental Revenue			
40201 · Bagby Park	0.00	30,000.00	-30,000.00
40202 · Midtown Park	0.00	45,000.00	-45,000.00
Total 40200 · Park Rental Revenue	0.00	75,000.00	-75,000.00
40500 · Investments			
40501 · Interest-Checking	1,279.56	10,000.00	-8,720.44
Total 40500 · Investments	1,279.56	10,000.00	-8,720.44
Total 40005 · Unrestricted Income	1,001,279.56	2,141,909.00	-1,140,629.44
41000 · Restricted Income			
41001 · MMD Contributions	25,356.81	675,000.00	-649,643.19
Total 41000 · Restricted Income	25,356.81	675,000.00	-649,643.19
Total Income	1,026,636.37	2,816,909.00	-1,790,272.63
Gross Profit	1,026,636.37	2,816,909.00	-1,790,272.63
Expense			
60000 · Operating Expenses			
60500 · Employee Related Expenses	0.00	725,009.00	-725,009.00
60550 · Professional Services			
60551 · Accounting Services	0.00	75,000.00	-75,000.00
60552 · Audit & Tax Fees	0.00	22,000.00	-22,000.00
60580 · Bank Fees	215.45	500.00	-284.55
60584 · Legal Fees	0.00	42,000.00	-42,000.00
60590 · Security	60,497.35	364,000.00	-303,502.65
60610 · Web Hosting	0.00	500.00	-500.00
60621 · Parking Garage Mgmt	4,192.26	70,000.00	-65,807.74
60622 · Maintenance Dept. Staff Support	250.00	8,000.00	-7,750.00
60623 · Communications Consultants	6,866.64	48,000.00	-41,133.36
60630 · Park Cleaning Services	1,440.00	9,600.00	-8,160.00
60640 · Event Planner/Consultants	0.00	15,000.00	-15,000.00
Total 60550 · Professional Services	73,461.70	654,600.00	-581,138.30
60750 · Office Administrative Expenses			
60752 · Software Subscriptions	47.36	2,000.00	-1,952.64
60761 · Permits & Licenses	1,357.48	5,000.00	-3,642.52
60772 · Office Supplies	139.00	4,000.00	-3,861.00
60774 · Staff Meetings	0.00	2,000.00	-2,000.00
Total 60750 · Office Administrative Expen...	1,543.84	13,000.00	-11,456.16
60800 · Office Facility Costs			
60801 · Computer Equipment	0.00	9,000.00	-9,000.00
60802 · Communication Services	1,012.28	10,000.00	-8,987.72
60804 · Office Equipment Rental	0.00	4,000.00	-4,000.00
60805 · Equipment & Furniture	0.00	5,000.00	-5,000.00

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Profit & Loss Budget vs. Actual

January through February 2025

Accrual Basis

	Jan - Feb 25	Budget	\$ Over Budget
60820 · Office Rent	23.72	1,000.00	-976.28
60830 · Utilities	28,422.08	220,000.00	-191,577.92
Total 60800 · Office Facility Costs	29,458.08	249,000.00	-219,541.92
60880 · Equipment Rental (Non-Office)	1,864.00	13,000.00	-11,136.00
60890 · Depreciation Expense	0.00	4,700.00	-4,700.00
60900 · Training, Education & Conferenc	1,764.08	3,000.00	-1,235.92
60915 · Travel	1,390.95	25,000.00	-23,609.05
60930 · Insurance	0.00	35,000.00	-35,000.00
60940 · Pest Control	1,318.43	22,380.00	-21,061.57
60960 · Maintenance Expenses			
60961 · Artwork	265.41	1,000.00	-734.59
60970 · Fountains	3,210.40	100,000.00	-96,789.60
61020 · Irrigation Systems Repairs	2,097.98	125,000.00	-122,902.02
61036 · Irrigation System Supplies	937.78		
61040 · Landscaping	68,588.26	554,200.00	-485,611.74
61100 · Street Furniture	0.00	5,000.00	-5,000.00
61120 · Pavers	2,325.50		
61195 · Elevator	1,702.17	15,000.00	-13,297.83
61196 · HVAC	0.00	5,000.00	-5,000.00
61210 · Equipment Repairs	3,293.07	60,000.00	-56,706.93
61220 · Storage Rental	1,190.00	8,118.00	-6,928.00
61290 · Supplies & Tools	832.88	4,000.00	-3,167.12
61310 · Miscellaneous Maintenance Exp	8,810.00	121,000.00	-112,190.00
61900 · Property Management	2,140.93	20,000.00	-17,859.07
Total 60960 · Maintenance Expenses	95,394.38	1,018,318.00	-922,923.62
Total 60000 · Operating Expenses	206,195.46	2,763,007.00	-2,556,811.54
62000 · Non Operating Expenses			
62050 · Program Expenses			
62027 · Security - Events	0.00	1,500.00	-1,500.00
62028 · Marketing/Advertising/Promoti...	191.22	15,000.00	-14,808.78
62030 · Miscellaneous Program Expense	28.40	2,000.00	-1,971.60
62031 · Testing & Setup	2,350.00	2,000.00	350.00
62032 · Equipment - Events	0.00	8,000.00	-8,000.00
62060 · Events	1,780.98	60,500.00	-58,719.02
Total 62050 · Program Expenses	4,350.60	89,000.00	-84,649.40
Total 62000 · Non Operating Expenses	4,350.60	89,000.00	-84,649.40
Total Expense	210,546.06	2,852,007.00	-2,641,460.94
Net Ordinary Income	816,090.31	-35,098.00	851,188.31
Net Income	816,090.31	-35,098.00	851,188.31

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Balance Sheet Prev Year Comparison

Accrual Basis

As of February 28, 2025

	Feb 28, 25	Feb 29, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10000 · Cash	349,030.22	1,339,790.07	-990,759.85	-74.0%
Total Checking/Savings	349,030.22	1,339,790.07	-990,759.85	-74.0%
Accounts Receivable				
12000 · Accounts Receivable	1,143,642.64	241,674.96	901,967.68	373.2%
Total Accounts Receivable	1,143,642.64	241,674.96	901,967.68	373.2%
Other Current Assets				
12300 · Reimbursable Expenses	12,796.46	16,201.68	-3,405.22	-21.0%
Total Other Current Assets	12,796.46	16,201.68	-3,405.22	-21.0%
Total Current Assets	1,505,469.32	1,597,666.71	-92,197.39	-5.8%
TOTAL ASSETS	1,505,469.32	1,597,666.71	-92,197.39	-5.8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	157,435.21	228,356.34	-70,921.13	-31.1%
Total Accounts Payable	157,435.21	228,356.34	-70,921.13	-31.1%
Credit Cards				
21000 · WF Credit Card #2419	6,198.09	7,587.41	-1,389.32	-18.3%
Total Credit Cards	6,198.09	7,587.41	-1,389.32	-18.3%
Other Current Liabilities				
23000 · Short-Term Liabilities	6,304.89	5,804.89	500.00	8.6%
Total Other Current Liabilities	6,304.89	5,804.89	500.00	8.6%
Total Current Liabilities	169,938.19	241,748.64	-71,810.45	-29.7%
Total Liabilities	169,938.19	241,748.64	-71,810.45	-29.7%
Equity				
32000 · Unrestricted Net Assets	519,440.82	644,925.33	-125,484.51	-19.5%
Net Income	816,090.31	710,992.74	105,097.57	14.8%
Total Equity	1,335,531.13	1,355,918.07	-20,386.94	-1.5%
TOTAL LIABILITIES & EQUITY	1,505,469.32	1,597,666.71	-92,197.39	-5.8%

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Check Register

Accrual Basis

As of March 31, 2025

Type	Date	Num	Name	Memo	Amount
Jan 9 - Mar 31, 25					
Bill Pmt -Ch...	01/15/202	5697	Ginesa Y. Salinas	Event Coordinator Mistletoe Market 12/14 2024	-250.00
Bill Pmt -Ch...	01/15/202	5698	Hewitt Electric	Maintenance @ 2811 Travis Street	-4,949.00
Bill Pmt -Ch...	01/15/202	5699	Ramiro Delgado		-190.58
Bill Pmt -Ch...	01/15/202	5700	Ready Refresh	11.25.2024 - 12.24.2024	-202.96
Bill Pmt -Ch...	01/15/202	5701	SMC Landscape Services		-11,485.00
Bill Pmt -Ch...	01/15/202	5702	Steven Smith		-90.80
Bill Pmt -Ch...	01/15/202	5703	Winpark Management, LLC		-5,663.63
Bill Pmt -Ch...	01/15/202	5704	Zaladium Analytics LLC		-1,100.00
Bill Pmt -Ch...	01/15/202	5705	SMC Landscape Services	Field Maintenance Services - December 2024 Legacy & New Improvement projects	-31,000.00
Bill Pmt -Ch...	01/23/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL920 1/2 Winbern ST--New Improvement Projects JAN	-69.30
Bill Pmt -Ch...	01/29/202	5706	Midtown Redevelopment Aut...	CPA Services - Oct, Nov and Dec 2024 CPA Services	-18,486.10
Bill Pmt -Ch...	01/29/202	5707	Antonio Munoz Gonzalez		-3,700.00
Bill Pmt -Ch...	01/29/202	5708	COMCAST BUSINESS	-Account #877770332913170 {Mitown Park Phones Lines} Service - JAN 13 - ...	-313.60
Bill Pmt -Ch...	01/29/202	5709	FIRETRON, INC.	VOID: IFP REPAIRS MAY 2024	0.00
Bill Pmt -Ch...	01/29/202	5710	Filtmix Communities		-875.00
Bill Pmt -Ch...	01/29/202	5711	Goode Systems & Consultin...	VOID:	0.00
Bill Pmt -Ch...	01/29/202	5712	Goode Technology Group	Mapping for WiFi Connections September & December 2024	-262.50
Bill Pmt -Ch...	01/29/202	5713	Oakmont Maintenance & Re...	(2) Special Event Portable Restrooms; (1) Handicap Restroom (1) Hand Washing ...	-932.00
Bill Pmt -Ch...	01/29/202	5714	Pop Shop America	TYT/Bagby Park December 3, 2024	-1,508.44
Bill Pmt -Ch...	01/29/202	5715	Ramiro Delgado	Mileage 01.13.25 - 01.24.25	-90.30
Bill Pmt -Ch...	01/29/202	5716	Filtmix Communities	" ZUMBA " Class @ Midtown Park -February 2024	-500.00
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {Legacy}	ELECTRICAL BILL {415 Gray St} - Bagby Park-JAN	-1,855.33
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--JAN	-5.49
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL902 1/2 Isabella ST--New Improvement Projects JAN	-60.08
Bill Pmt -Ch...	01/31/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {970 1/2 Holman St} -New Improvement Projects-- JAN	-92.25
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL980 1/2 Hadley ST--New Improvement Projects-JAN	-155.95
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Isabella ST--New Improvement Projects-JAN	-62.06
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1011 1/2 Drew ST--New Improvement Projects-JAN	-396.86
Bill Pmt -Ch...	01/31/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1020 1/2 Francis St} -New Improvement Projects JAN	-68.16
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects-JAN	-113.00
Bill Pmt -Ch...	01/31/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1201 1/2 Holman St} -New Improvement Projects-JAN	-17.37
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1551 1/2 Heiner ST----New Improvement Projects--JAN	-17.34
Bill Pmt -Ch...	01/31/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1625 1/2 Holman St} -New Improvement Projects---ELECTRI...	-52.13
Bill Pmt -Ch...	01/31/202	ACH	RELIANT {Legacy}	ELECTRICAL BILL {2050 1/2 Brazos St} - Bagby Street--JAN	-294.67
Bill Pmt -Ch...	01/31/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St} Holman St - ----New Improvement Projects--JAN	-16.09
Bill Pmt -Ch...	02/03/202	ACH	RELIANT {Midtown Park}	ELECTRICAL BILL {2911 Travis St MIDTOWN PARK} - JAN 2024	-5,750.90
Bill Pmt -Ch...	02/03/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1010 1/2 Winbern St} -New Improvement Projects JAN	-74.48
Bill Pmt -Ch...	02/03/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Webster ST--New Improvement Projects JAN	-105.60
Check	02/04/202	1066	MIDTOWN PARKS CONSE...	Transfer Amegy Restricted funds to Texas Capital as funds have been released	478,738.83
Bill Pmt -Ch...	02/05/202	5717	FIRETRON, INC.	ANNUAL BILLING FOR THE MONITORING OF THE FIRE ALARM, SYSTEM FO...	-540.00
Bill Pmt -Ch...	02/05/202	5718	GREENSCAPE Pump Servic...	January 2025 4 visits {BAGBY PARK} - FOUNTAINS Care and Maintenance for w...	-720.00
Bill Pmt -Ch...	02/05/202	5719	Holders Pest Solutions		-951.33
Bill Pmt -Ch...	02/05/202	5720	Key-Scape LLC	Barrier Rails - July 2024	-8,625.00
Bill Pmt -Ch...	02/05/202	5721	Landscape Art, Inc.		-5,412.37
Bill Pmt -Ch...	02/05/202	5722	SEAL Security Solutions LLC	Security Officer with Vehicle 12.01.24 -12.31.24	-31,633.05
Bill Pmt -Ch...	02/05/202	5723	Steven Smith	Expense Reimbursement: Mileage for District 01.13 - 01.24.2025	-54.60
Bill Pmt -Ch...	02/05/202	5724	Winpark Management, LLC	Midtown Park's Parking Garage Operating Expenses - December 2024	-2,716.29
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1018 1/2 MCGOWEN Water bill acct#4328-4671-7010 JAN25	-7.95
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1502 1/2 MCGOWEN Water bill acct#4328-4671-9016 JAN 25	-7.95
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1616 1/2 MCGOWEN Water bill acct#4328-4672-1012 JAN 2025	-7.95
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1322 1/2 MCGOWEN Water bill acct#4328-4671-8018 JAN 2025	-7.95
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1619 Holman Street 1/2 ESPL Water bill acct# 9000-0105-4015 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	401 1/2 ELGIN Water bill acct#4328-4058-4010 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	520 1/2 ELGIN Water bill acct#4328-4058-6015 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	600 1/2 ELGIN Water bill acct#4328-4058-7013 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	701 1/2 ELGIN Water bill acct#4328-4059-0017 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	810 1/2 ELGIN Water bill acct#4328-4059-2013 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3198 1/2 AUSTIN X Water bill acct#4328-2061-3011 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3199 1/2 CHENEVERT X Water bill acct#4328-2061-7012 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3201 1/2 JACKSON X Water bill acct#4328-2062-1014 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3202 1/2 AUSTIN X Water bill acct#4328-2061-6014 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3202 1/2 LA BRANCH X Water bill acct#4328-2061-5016 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3202 1/2 SAN JACINTO X Water bill acct#4328-2062-7011 JAN 2025	-11.24
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	2600 MAIN 1/2 Water bill acct#4328-0311-3047 JAN 2025	-11.45
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	2211 MAIN 1/2 Water bill acct#4328-0203-4038 JAN 2025	-18.74
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	4015 MAIN 1/2 Water bill acct#4328-0203-6033 JAN 2025	-18.74
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	2350 1/2 Bagby Street Water bill acct#4328-5819-7010 JAN 2025	-18.74
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	801 1/2 ELGIN Water bill acct#4328-4059-1015 JAN 2025	-24.04
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3202 1/2 CRAWFORD X Water bill acct#4328-2062-0016 JAN 2025	-38.11
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3198 1/2 SAN JACINTO X Water bill acct#4328-2062-4018 JAN 2025	-88.04
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1600 1/2 ELGIN Water bill acct#4328-3021-2010 JAN 2025	-113.64
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1800 1/2 ELGIN #A Water bill acct#4328-4672-3018 JAN 2025	-126.44
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	2905 Travis St Midtown Park Water bill acct# 4327-7435-7078 JAN 2025	-127.06
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3198 1/2 CRAWFORD X Water bill acct#4328-2061-9018 JAN 2025	-190.44
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1800 1/2 MCGOWEN Water bill acct#4328-4672-4016 JAN 2025	-216.04
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3011 MAIN 1/2 Water bill acct#4328-0203-5035 JAN 2025	-287.54
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	700 1/2 ELGIN Water bill acct#4328-4058-9019 JAN 2025	-382.44
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	2402 CAROLINE ST Water bill acct#9000-1813-0014 JAN 2025	-594.74

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Check Register

Accrual Basis

As of March 31, 2025

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	1300 Holman Street 1/2 B ESPL Water bill acct# 9000-0228-2011 JAN 2025	-792.04
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	415 GRAY ST {BAGBY PARK} Water bill acct#4328-6453-0014 JAN 2025	-891.23
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	2401 CAROLINE ST Water bill acct#9000-1812-9016 JAN 2025	-953.14
Bill Pmt -Ch...	02/07/202	ACH	City of Houston-Water Dept. ...	3199 1/2 AUSTIN X Water bill acct#4328-2061-4019 JAN 2025	-1,379.28
Bill Pmt -Ch...	02/12/202	5725	Antonio Munoz Gonzalez	Jan 2025 Contract Maint	-1,300.00
Bill Pmt -Ch...	02/12/202	5726	City of Houston-Commercial ...	Noise and Sound Permit - Bagby Park 415 Gray Street, Houston, TX 77002 (Perm...	-1,357.48
Bill Pmt -Ch...	02/12/202	5727	Construction ECO Service II...		-3,988.12
Bill Pmt -Ch...	02/12/202	5728	Gulf Coast Pavers, Inc.	Paver Installation Caroline and Gray January 2025	-2,325.50
Bill Pmt -Ch...	02/12/202	5729	Ready Refresh	12.25.2024 - 01.24.2025	-182.96
Bill Pmt -Ch...	02/12/202	5730	SEAL Security Solutions LLC		-1,132.50
Bill Pmt -Ch...	02/12/202	5731	SMC Landscape Services		-14,960.00
Bill Pmt -Ch...	02/12/202	5732	THR Enterprises, Inc dba JN...	Garbage (5) Pick-Ups JAN 2025	-800.00
Bill Pmt -Ch...	02/12/202	5733	Goode Systems & Consultin...	VOIPpPH, Digital Phone/Voice Hosting monthly digital phone line service (January ...	-160.00
Bill Pmt -Ch...	02/18/202	ACH	RELIANT {Legacy}	ELECTRICAL BILL {415 Gray St} - Bagby Park- FEB	-1,864.24
Bill Pmt -Ch...	02/18/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL902 1/2 Isabella ST--New Improvement Projects FEB	-54.43
Bill Pmt -Ch...	02/18/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL920 1/2 Winbern ST--New Improvement Projects FEB	-62.19
Bill Pmt -Ch...	02/18/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {970 1/2 Holman St} -New Improvement Projects-- FEB	-82.81
Bill Pmt -Ch...	02/18/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1551 1/2 Heiner ST----New Improvement Projects--FEB	-17.06
Bill Pmt -Ch...	02/18/202	ACH	RELIANT {Legacy}	ELECTRICAL BILL {2050 1/2 Brazos St} - Bagby Street--FEB	-260.04
Bill Pmt -Ch...	02/18/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St} Holman St - ----New Improvement Projects--FEB	-16.09
Bill Pmt -Ch...	02/18/202	ACH	RELIANT {Midtown Park}	ELECTRICAL BILL {2911 Travis St MIDTOWN PARK} - FEB 2025	-5,132.57
Bill Pmt -Ch...	02/19/202	5734	Affordable Environmental Se...	Pumped and Cleaned Lift Station 2811 Travis Parking Garage January 2025	-7,960.00
Bill Pmt -Ch...	02/19/202	5735	Goode Systems & Consultin...	VOIPpPH, Digital Phone/Voice Hosting monthly digital phone line service (Februar...	-160.00
Bill Pmt -Ch...	02/19/202	5736	KILGORE Industries, LP	HVAC Service Call 415 Gray St Pump @ Bagby Park October 22, 2024	-1,941.52
Bill Pmt -Ch...	02/19/202	5737	Medley Incorporated	Gen Marketing/Prj Mgmt & Social Media Mrkting & Comm January 2025, Digital Ads	-3,433.32
Bill Pmt -Ch...	02/19/202	5738	Midtown Redevelopment Aut...	Expense Reimbursement Quarter ending December 2024	-6,378.16
Bill Pmt -Ch...	02/19/202	5739	Ramiro Delgado	Mileage 01.27.25 - 02.14.25	-134.40
Bill Pmt -Ch...	02/19/202	5740	SMC Landscape Services	Field Maintenance Services - January 2025 Legacy & New Improvement projects	-31,000.00
Bill Pmt -Ch...	02/19/202	5741	Steven Smith	Expense Reimbursement: Mileage for District 01.27 - 02.07.2025	-79.10
Bill Pmt -Ch...	02/19/202	5742	Willie Larry		-270.17
Bill Pmt -Ch...	02/19/202	5743	Zaladium Analytics LLC	Video Monitoring 01/13- 02/12/2025 Bagby Park - including off-hour and armed re...	-450.00
Bill Pmt -Ch...	02/20/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1625 1/2 Holman St} -New Improvement Projects---ELECTRI...	-47.83
Bill Pmt -Ch...	02/20/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--FEB	-5.49
Bill Pmt -Ch...	02/20/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1020 1/2 Francis St} -New Improvement Projects FEB	-60.75
Bill Pmt -Ch...	02/20/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1011 1/2 Drew ST--New Improvement Projects-FEB	-347.21
Bill Pmt -Ch...	02/20/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Isabella ST--New Improvement Projects-FEB	-55.29
Bill Pmt -Ch...	02/20/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects-FEB	-99.29
Bill Pmt -Ch...	02/20/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL980 1/2 Hadley ST--New Improvement Projects-FEB	-136.64
Bill Pmt -Ch...	02/20/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Webster ST--New Improvement Projects FEB	-92.97
Bill Pmt -Ch...	02/20/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1201 1/2 Holman St} -New Improvement Projects-FEB	-17.19
Bill Pmt -Ch...	02/20/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1010 1/2 Winbern St} -New Improvement Projects FEB	-66.63
Bill Pmt -Ch...	02/26/202	5744	Amaris O. Salinas	Expense Reimbursement: 02.18.2025	-260.48
Bill Pmt -Ch...	02/26/202	5745	Antonio Munoz Gonzalez	Feb 2025 Contract Maint	-950.00
Bill Pmt -Ch...	02/26/202	5746	COMCAST BUSINESS	-Account #8777703332913170 {Mitown Park Phones Lines} Service - FEB 13 - ...	-323.65
Bill Pmt -Ch...	02/26/202	5747	Dj Mav Holdings	AV Team Hours January 2025	-1,000.00
Bill Pmt -Ch...	02/26/202	5748	Pappas Haddad Ventures	Teach You Tuesday Offsite - Workshop @ Bagby Park { Tuesday March 4, 2025 }	-1,750.00
Bill Pmt -Ch...	02/26/202	5749	Ramiro Delgado	Mileage 02.10.25 - 02.21.25	-114.80
Bill Pmt -Ch...	02/26/202	5750	Vernon E. Williams	Reimbursement	-1,058.30
Check	02/26/202	5751	WELLS FARGO {CC}	Payment x5330	-4,064.78
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	2401 CAROLINE ST Water bill acct#9000-1812-9016 FEB 2025	-31.54
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	2402 CAROLINE ST Water bill acct#9000-1813-0014 FEB 2025	-633.14
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	2211 MAIN 1/2 Water bill acct#4328-0203-4038 JAN 2025	-18.74
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	2600 MAIN 1/2 Water bill acct#4328-0311-3047 FEB 2025	-11.45
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3011 MAIN 1/2 Water bill acct#4328-0203-5035 FEB 2025	-300.34
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	4015 MAIN 1/2 Water bill acct#4328-0203-6033 FEB 2025	-18.74
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	2905 Travis St Midtown Park Water bill acct# 4328-7435-7078 FEB 2025	-127.06
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1300 Holman Street 1/2 B ESPL Water bill acct# 9000-0228-2011 FEB 2025	-894.44
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1619 Holman Street 1/2 ESPL Water bill acct# 9000-0105-4015 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	401 1/2 ELGIN Water bill acct#4328-4058-4010 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	415 GRAY ST {BAGBY PARK} Water bill acct#4328-6453-0014 FEB 2025	-740.99
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	520 1/2 ELGIN Water bill acct#4328-4058-6015 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	600 1/2 ELGIN Water bill acct#4328-4058-7013 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	700 1/2 ELGIN Water bill acct#4328-4058-9019 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	701 1/2 ELGIN Water bill acct#4328-4059-0017 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	801 1/2 ELGIN Water bill acct#4328-4059-1015 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	810 1/2 ELGIN Water bill acct#4328-4059-2013 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1018 1/2 MCGOWEN Water bill acct#4328-4671-7010 FEB 2025	-7.95
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1322 1/2 MCGOWEN Water bill acct#4328-4671-8018 FEB 2025	-7.95
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1502 1/2 MCGOWEN Water bill acct#4328-4671-9016 FEB 2025	-7.95
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1616 1/2 MCGOWEN Water bill acct#4328-4672-1012 FEB 2025	-7.95
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1800 1/2 ELGIN #A Water bill acct#4328-4672-3018 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	1800 1/2 MCGOWEN Water bill acct#4328-4672-4016 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	2350 1/2 Bagby Street Water bill acct#4328-5819-7010 FEB 2025	-18.74
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3198 1/2 AUSTIN X Water bill acct#4328-2061-3011 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3198 1/2 CRAWFORD X Water bill acct#4328-2061-9018 FEB 2025	-203.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3198 1/2 SAN JACINTO X Water bill acct#4328-2062-4018 FEB 2025	-152.04
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3199 1/2 AUSTIN X Water bill acct#4328-2061-4019 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3199 1/2 CHENEVERT X Water bill acct#4328-2061-7012 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3201 1/2 JACKSON X Water bill acct#4328-2062-1014 FEB 2025	-11.24

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Check Register

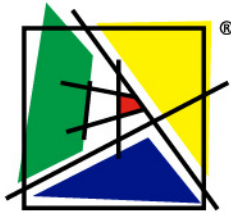
Accrual Basis

As of March 31, 2025

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3202 1/2 AUSTIN X Water bill acct#4328-2061-6014 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3202 1/2 CRAWFORD X Water bill acct#4328-2062-0016 FEB 2025	-12.51
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3202 1/2 LA BRANCH X Water bill acct#4328-2061-5016 FEB 2025	-11.24
Bill Pmt -Ch...	03/03/202	ACH	City of Houston-Water Dept. ...	3202 1/2 SAN JACINTO X Water bill acct#4328-2062-7011 FEB 2025	-11.24
Payment	03/04/202	11...	MidtownRedevelopmentAuth...		1000000.00
Payment	03/04/202	11...	MidtownRedevelopmentAuth...		102,102.02
Bill Pmt -Ch...	03/05/202	5752	Ayden William Trejo	DJ Services - Teach You Tuesday 03.04.2025	-300.00
Bill Pmt -Ch...	03/05/202	5753	FIRETRON, INC.	ANNUAL BACKFLOW INSPECTION FILING REPORT FEE	-410.00
Bill Pmt -Ch...	03/05/202	5754	L-D Systems, L.P.	Light Fixture /Repairs/Labor for Midtown Park: January 31, 2025	-490.00
Bill Pmt -Ch...	03/05/202	5755	Medley Incorporated	Gen Marketing/Prj Mgmt & Social Media Mrktng & Comm February 2025, Digital Ads	-3,524.54
Bill Pmt -Ch...	03/05/202	5756	SEAL Security Solutions LLC	Security Officer with Vehicle 01.01.25 -01.31.25	-30,885.75
Bill Pmt -Ch...	03/05/202	5757	Steven Smith	Expense Reimbursement: Mileage for District 02.10 - 02.21.2025	-90.30
Bill Pmt -Ch...	03/05/202	5758	Willie Larry	Mileage Reimbursement -02.17.25 - 02.28.25	-121.80
Bill Pmt -Ch...	03/05/202	5759	Zaladium Analytics LLC	Video Monitoring 02/01/2025 - 02/28/2025 Bagby Park Monitoring Fee- including o...	-650.00
Payment	03/06/202	10...	MIDTOWN MANAGEMENT ...		25,356.81
Bill Pmt -Ch...	03/11/202	ACH	City of Houston-Water Dept. ...	2315 1/2 Bagby Street Water bill acct#4328-5819-6012 FEB 2025	-18.74
Bill Pmt -Ch...	03/11/202	5760	Antonio Munoz Gonzalez	Feb 2025 Contract Maint	-1,025.00
Bill Pmt -Ch...	03/11/202	5761	Casa Creative	Backdrop Rental - Rodeo Theme- Kickoff TYT- March 1, 2025	-450.00
Bill Pmt -Ch...	03/11/202	5762	David T. Thomas	Building Maintenance Supplies Reimbursements	-161.26
Bill Pmt -Ch...	03/11/202	5763	Dj Mav Holdings	AV Team Hours February 2025	-1,350.00
Bill Pmt -Ch...	03/11/202	5764	Filtmix Communities	" ZUMBA " Class @ Midtown Park - January 2025	-375.00
Bill Pmt -Ch...	03/11/202	5765	Green Team Services	Pressure Washing @ 2811 Travis February 2025	-850.00
Bill Pmt -Ch...	03/11/202	5766	GREENSCAPE Pump Servic...		-2,490.40
Bill Pmt -Ch...	03/11/202	5767	Oakmont Maintenance & Re...	(2) Special Event Portable Restrooms; (1) Handicap Restroom (1) Hand Washing ...	-932.00
Bill Pmt -Ch...	03/11/202	5768	Ramiro Delgado	Mileage 02.24.25 - 03.07.25	-126.00
Bill Pmt -Ch...	03/11/202	5769	Ready Refresh	01.25.2025 - 02.24.2025	-182.96
Bill Pmt -Ch...	03/11/202	5770	SESAC	Promoters Jan 01-December 31, 2025 Late Charge & Balance Owed	-120.79
Bill Pmt -Ch...	03/11/202	5771	Steven Smith	Expense Reimbursement: Mileage for District 02.24 - 03.07.2025	-80.50
Bill Pmt -Ch...	03/11/202	5772	THR Enterprises, Inc dba JN...	Garbage (4) Pick-Ups FEB 2025	-640.00
Bill Pmt -Ch...	03/11/202	5773	Vortex	Repairs to Hollow Metal Door January 2025	-2,803.07
Bill Pmt -Ch...	03/19/202	5774	COMCAST BUSINESS	-Account #877770332913170 {Mitown Park Phones Lines} Service - MAR 13 - ...	-313.60
Bill Pmt -Ch...	03/19/202	5775	Construction ECO Service II,...		-7,976.24
Bill Pmt -Ch...	03/19/202	5776	Fit Lifestyle Enterprise LLC		-300.00
Bill Pmt -Ch...	03/19/202	5777	Kainer Electrical Services, Inc.	Repair Underground Wiring to GFCI Outlets 2811 Travis St. March 2025	-5,147.00
Bill Pmt -Ch...	03/19/202	5778	Megan Kingsley	Park Program Staff - March 2025	-100.00
Bill Pmt -Ch...	03/19/202	5779	Oakmont Maintenance & Re...	(2) Special Event Portable Restrooms; (1) Handicap Restroom (1) Hand Washing ...	-932.00
Bill Pmt -Ch...	03/19/202	5780	SEAL Security Solutions LLC	Security Officer with Vehicle 02.01.25 -02.28.25	-27,411.60
Bill Pmt -Ch...	03/19/202	5781	SHINE UR LIGHT LLC	Event: Sound Meditation - March 12, 2025 @ Baldwin Park	-175.00
Bill Pmt -Ch...	03/19/202	5782	Winpark Management, LLC	Midtown Park's Parking Garage Operating Expenses - January 2025	-1,944.69
Bill Pmt -Ch...	03/19/202	5783	Zaladium Analytics LLC	Video Monitoring 02/13- 03/12/2025 Bagby Park - including off-hour and armed re...	-450.00
Check	03/19/202	5784	WELLS FARGO (CC)	Payment X5330 WFCC 3/14/25	-9,477.76
Bill Pmt -Ch...	03/25/202	5785	Antonio Munoz Gonzalez	March 2025 Contract Maint	-1,312.50
Bill Pmt -Ch...	03/25/202	5786	Dj Mav Holdings	Movie Night March 2025	-1,500.00
Bill Pmt -Ch...	03/25/202	5787	Holders Pest Solutions		-1,039.52
Bill Pmt -Ch...	03/25/202	5788	Kainer Electrical Services, Inc.	Furnish and Replace One Bad LED Recessed Fixture in Restroom March 2025	-622.00
Bill Pmt -Ch...	03/25/202	5789	Landscape Art, Inc.	Irrigation Repairs Bagby St March 2025	-1,428.00
Bill Pmt -Ch...	03/25/202	5790	PopLife Popping Co.	MARCH 2025 @ Bagby Park {Goodie Bags}	-150.00
Bill Pmt -Ch...	03/25/202	5791	SMC Landscape Services		-31,300.00
Bill Pmt -Ch...	03/25/202	5792	Steven Smith	Expense Reimbursement: Mileage for District 03.10 - 03.21.2025	-86.80
Bill Pmt -Ch...	03/25/202	5793	Twirl Cotton Candy	TAKEAWAY BAGS MARCH 19, 2025	-94.80
Bill Pmt -Ch...	03/25/202	5794	Willie Larry	Mileage Reimbursement -03.03.25 - 03.14.25	-108.50
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {Legacy}	ELECTRICAL BILL {415 Gray St} - Bagby Park- MAR	-1,753.10
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--MAR	-5.49
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL902 1/2 Isabella ST--New Improvement Projects MAR	-53.28
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL920 1/2 Winbern ST--New Improvement Projects MAR	-60.84
Bill Pmt -Ch...	03/25/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {970 1/2 Holman St} -New Improvement Projects-- MAR	-80.32
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL980 1/2 Hadley ST--New Improvement Projects-MAR	-124.88
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Isabella ST--New Improvement Projects-MAR	-51.75
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Webster ST--New Improvement Projects MAR	-85.68
Bill Pmt -Ch...	03/25/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1010 1/2 Winbern St} -New Improvement Projects MAR	-61.75
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1011 1/2 Drew ST--New Improvement Projects-MAR	-335.98
Bill Pmt -Ch...	03/25/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1020 1/2 Francis St} -New Improvement Projects MAR	-56.76
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects-MAR	-91.54
Bill Pmt -Ch...	03/25/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1201 1/2 Holman St} -New Improvement Projects-MAR	-17.19
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1551 1/2 Heiner ST---New Improvement Projects--MAR	-17.06
Bill Pmt -Ch...	03/25/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1625 1/2 Holman St} -New Improvement Projects---ELECTRI...	-44.14
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {Legacy}	ELECTRICAL BILL {2050 1/2 Brazos St} - Bagby Street---MAR	-238.60
Bill Pmt -Ch...	03/25/202	ACH	RELIANT {Midtown Park}	ELECTRICAL BILL {2911 Travis St MIDTOWN PARK} - MAR 2025	-4,643.05
Bill Pmt -Ch...	03/25/202	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St} Holman St - ----New Improvement Projects--MAR	-16.09
Bill Pmt -Ch...	03/26/202	5795	Charmin & Jermaine	1hr Charmin & Jermaine show 50% deposit of total bill	-700.00

Jan 9 - Mar 31, 25

1210574.05



midtown
HOUSTON

DRAFT

AUDIT ENGAGEMENT LETTER



To Management and Those Charged with Governance
of Midtown Improvement and Development Corporation dba Midtown Parks Conservancy

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CPA Firm", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CPA Firm and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Midtown Improvement and Development Corporation dba Midtown Parks Conservancy ("Client", "Entity", "you", or "your") as of and for the year ended December 31, 2024 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

For the purposes of this Engagement Letter, the financial statements consist of the following (collectively referred to as the "Financial Statements") for the Selected Period(s) ended:

- Statement of Financial Position
- Statement of Activities
- Statement of Functional Expenses
- Statement of Cash Flows
- And related disclosures, otherwise known as notes to the financial statements.

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is

properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Our audit of the Financial Statements does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to

perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, and monitoring ongoing activities
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, and all accompanying information in conformity with the Selected Basis
- preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence and (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving: (1) management,

(2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements

- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time

ENGAGEMENT ADMINISTRATION

Jessica Ortiz is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.

- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

We estimate that our fees for these services will be \$17,600.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and

any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature

Vernon Williams

*Midtown Improvement and Development
Corporation dba Midtown Parks Conservancy*

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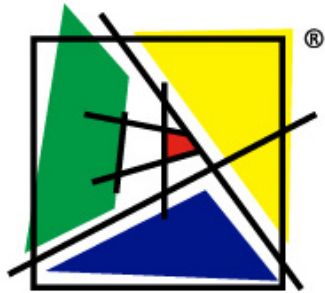
Signature

Matt Thibodeaux

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Authorized Signer(s)



midtown
H O U S T O N

PROGRAMMING



Midtown Parks Programming Report

Key Highlights

Q1 2025

- **18 Total Midtown Events Hosted** (29 in Q1 2024)
- **7 3rd Party Events Hosted** (2 in Q1 2024)
- **1419 Total Park Attendees** (1047 in Q1 2024)
- **1199 Eventbrite Tickets Sold** (1982 in Q1 2024)
- **18 Media Placements** (51 in 2024)

SPECIAL NOTES:

Some programs were retired, contributing to the reduced number of hosted events.

MPC Highlights

Q1 2025 Attendance MMD Events

MMD HOSTED PROGRAMS

EVENT	PARK	ATTENDANCE
Houston Rodeo Sign Wrap	Bagby Park	N/A
HueMan:Shelter: Urban Paths Walk	Midtown Park	55
Roaring 20's Sign Wrap	Bagby Park	N/A

THIRD PARTY EVENTS

EVENT	PARK	ATTENDANCE
Exposure: The Sunday Series	Bagby Park	150
Field Trip: Clear Creek ISD	Midtown Park	100
Field Trip: Hempstead ISD	Midtown Park	75
Field Trip: Lanier Middle School (01.29.25)	Midtown Park	250
Field Trip: Lanier Middle School (02.04.25)	Midtown Park	250
Field Trip: Lanier Middle School (02.06.25)	Midtown Park	250
Field Trip: Unknown School	Midtown Park	100
Soleties Run Club Meetup	Midtown Park	120

Bagby Park

Q1 2025 Midtown Sign Wraps



Houston Rodeo



Roaring 20's



Rental Highlights Exposure



EXPOSURE
THE SOULFUL SUNDAY SESSIONS

RESIDENT
DJ NIMBUS
SPECIAL GUESTS
JAM MASTER ADJ | OMAR JOHNSON
CHICAGO X DETROIT

BAGBY PARK : MAR 16TH
3PM - 8PM
415 GRAY ST
HOUSTON TX

THE GLOBAL HOUSE MUSIC EXPERIENCE ALL DAY LONG

 **FISH**
RESTAURANT & SUSHI BAR



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MPC Highlights

Attendance Programs + Events

PROGRAM	PARK	GOAL	e-Tix	2025	e-Tix	2024	2023
Family Capoeira	Midtown Park	30	50	14	4	6	17
HIIT	Bagby Park	50	128	24	52	18	16
Movie Night	Bagby Park	200	603	100	N/A	N/A	N/A
Sound Bath Meditation	Baldwin Park	50	100	37	64	27	51
Teach You Tuesday	Bagby Park	50	50	32	63	36	30
Yoga	Bagby Park	50	152	32	31	21	10
Zumba	Midtown Park	75	116	155	130	385	606

SPECIAL NOTES:

Movie Night resumed in April '24. Therefore, no Q1 2024 comparison metrics. Due to La Calle fire, Movie Night was not hosted in 2023. Zumba took hiatus during all of February '25; while it met weekly Jan – Mar in 2023 and 2024.

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Park Programming & Events Line-up

Q1 2025	Q1 2024
<ol style="list-style-type: none"> 1. Family Capoeira 2. HIIT 3. Movie Night 4. Sound Bath Meditation 5. Teach You Tuesday 6. Yoga 7. Zumba 	<ol style="list-style-type: none"> 1. <i>Brunch & Books</i> 2. Chalk on the Block 3. Family Capoeira 4. <i>Heroes Bootcamp</i> 5. HIIT 6. Movie Night 7. Pop Up on the Plaza 8. <i>Samba</i> 9. Sound Bath Meditation 10. Teach You Tuesday 11. Yoga 12. Zumba

Programming Highlights

HIIT & Yoga at Bagby Park

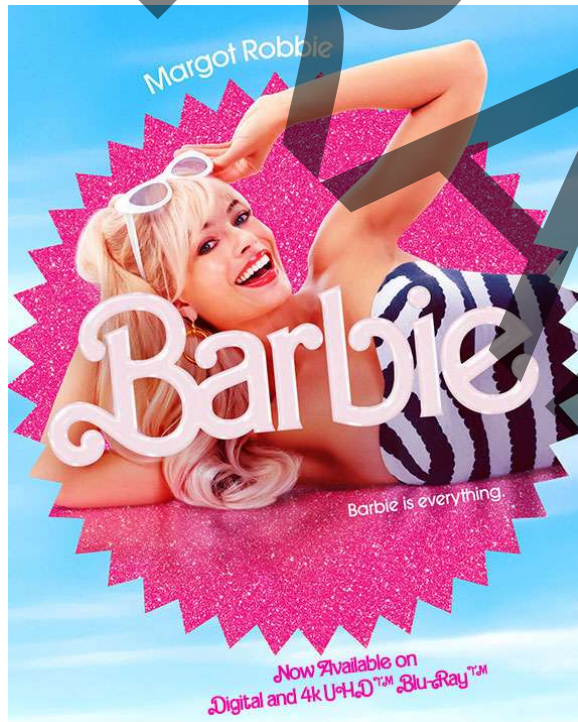


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Programming Highlights

Movie Night at Bagby Park



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Programming Highlights

Teach You Tuesday at Bagby Park

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Programming Highlights

Sound Bath Meditation at Baldwin Park



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Programming Highlights

Family Capoeira at Midtown Park



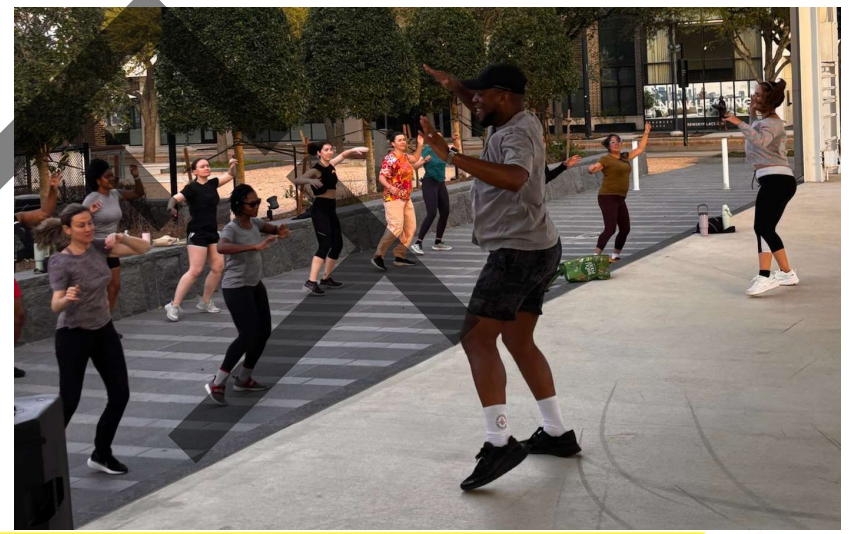
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Programming Highlights

Zumba at Midtown Park

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New Marketing Material


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MIDTOWN PARK PROGRAMS AND EVENTS

VISIT MIDTOWNHOUSTON.COM FOR INFORMATION

BAGBY PARK 415 GRAY

- MOVIE NIGHT
- GET FIT HIIT
- YOGA
- YAPPY HOUR
- CHALK ON THE BLOCK
- TEACH YOU TUESDAY

MIDTOWN PARK 2811 TRAVIS

- FAMILY CAPOEIRA
- ZUMBA
- CHILDREN'S STORY TIME
- YAPPY HOUR

MIDTOWN PARK PLAZA 902 MCGOWEN

- POP UP ON THE PLAZA

GLOVER PARK 3104 AUSTIN

- YAPPY HOUR

BALDWIN PARK 1701 ELGIN

- SOUND BATH MEDITATION






Registration available
on Midtown calendar
and Eventbrite.com



Schedule

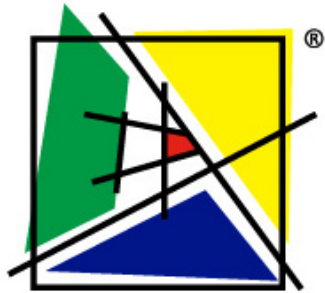
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EVENT	DATE	TIME	VENUE
HIIT	2 nd & 4 th Saturday	9:30 - 10:30am	Bagby Park
Chalk on the Block	April 5 th & November 15 th	10:00am – 2:00pm	Bagby Park
Movie Night	3 rd Friday	6:00pm pre-movie activities 7:00pm movie start	Bagby Park
Teach You Tuesday	1 st Tuesday	5:30 - 7:30pm	Bagby Park
Yappy Hour	4 th Friday, March (Spring)	4:30 - 6:30pm	Bagby Park
Yoga	2 nd & 4 th Saturdays	10:30 - 11:30am	Bagby Park
Sound Bath Meditation	2 nd Wednesday	6:30 - 7:30pm	Baldwin Park
Yappy Hour	4 th Friday, October (Fall)	4:30pm-6:30pm	Glover Park
Pop Up on the Plaza	Fall	6:00pm – 8:00pm	Midtown Park Plaza
Children's Storytime	3 rd Saturday (May - July)	10:00 - 11:30am	Midtown Park
Family Capoeira	3 rd Saturday	10:00 - 11:00am	Midtown Park
Yappy Hour	4 th Friday, June (Summer)	4:30 - 6:30pm	Midtown Park
Zumba	Tuesday	6:30 - 7:30 pm	Midtown Park

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H O U S T O N

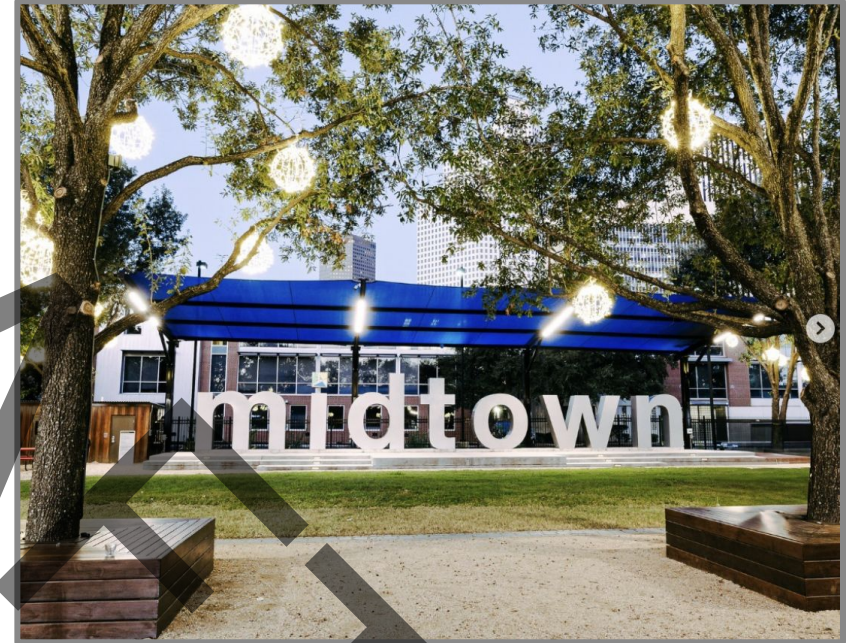
COMMUNICATIONS



2025 Marketing Report

2025 Overview

- **\$6.6 million** viewers on social media (29% Y2Y increase)
- **\$1.2 million** in earned media placements
- **1,199** EventBrite signups
- **52%** of emails opened



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Social Media Overview

Performance Summary

View your key profile performance metrics accrued during the selected time period.

Impressions	Engagements	Post Link Clicks	Engagement Rate (per Impression)
1,018,009 ↗63%	25,764 ↗43.3%	9,508 ↗45.6%	2.5% ↘12.1%

Followers: 643 new followers gained, 90.8% increase

Digital Media Goals:

Q1 & Q2 KPIs include:

- Increase followers by 10% (from Q3 & Q4 of 2024)
- Increase impressions by 30% (from Q3 & Q4 of 2024)
- Maintain an engagement rate of 3% (from Q3 & Q4 of 2024)
- Maintain an email open rate of at least 30% (from Q3 & Q4 of 2024)
- Maintain an email click-through rate of at least 2% (from Q3 & Q4 of 2024)

Social Media Growth

Audience Growth

See how your audience grew during the selected time period.



Audience Metrics

Net Audience Growth

Facebook Net Follower Growth

Instagram Net Follower Growth

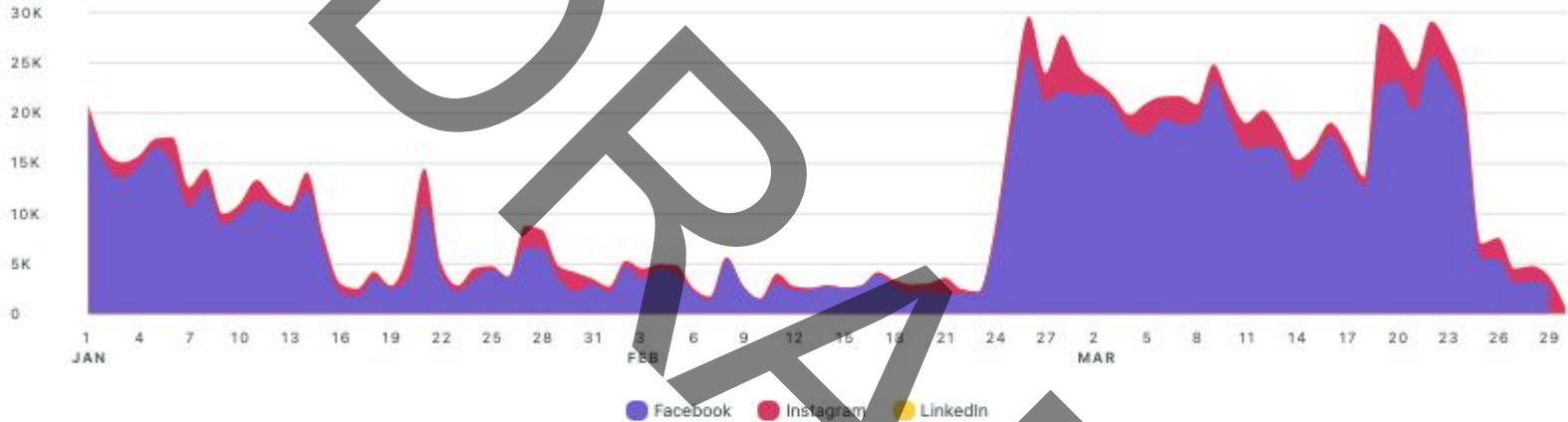
LinkedIn Net Follower Growth

Totals	% Change
643	↗ 90.8%
164	↘ 13.2%
462	↗ 218.6%
17	↗ 466.7%

Social Media Impressions

Impressions

Review how your content was seen across networks during the selected time period.



Impression Metrics

Impressions

Facebook Impressions

Instagram Impressions

LinkedIn Impressions

Totals % Change

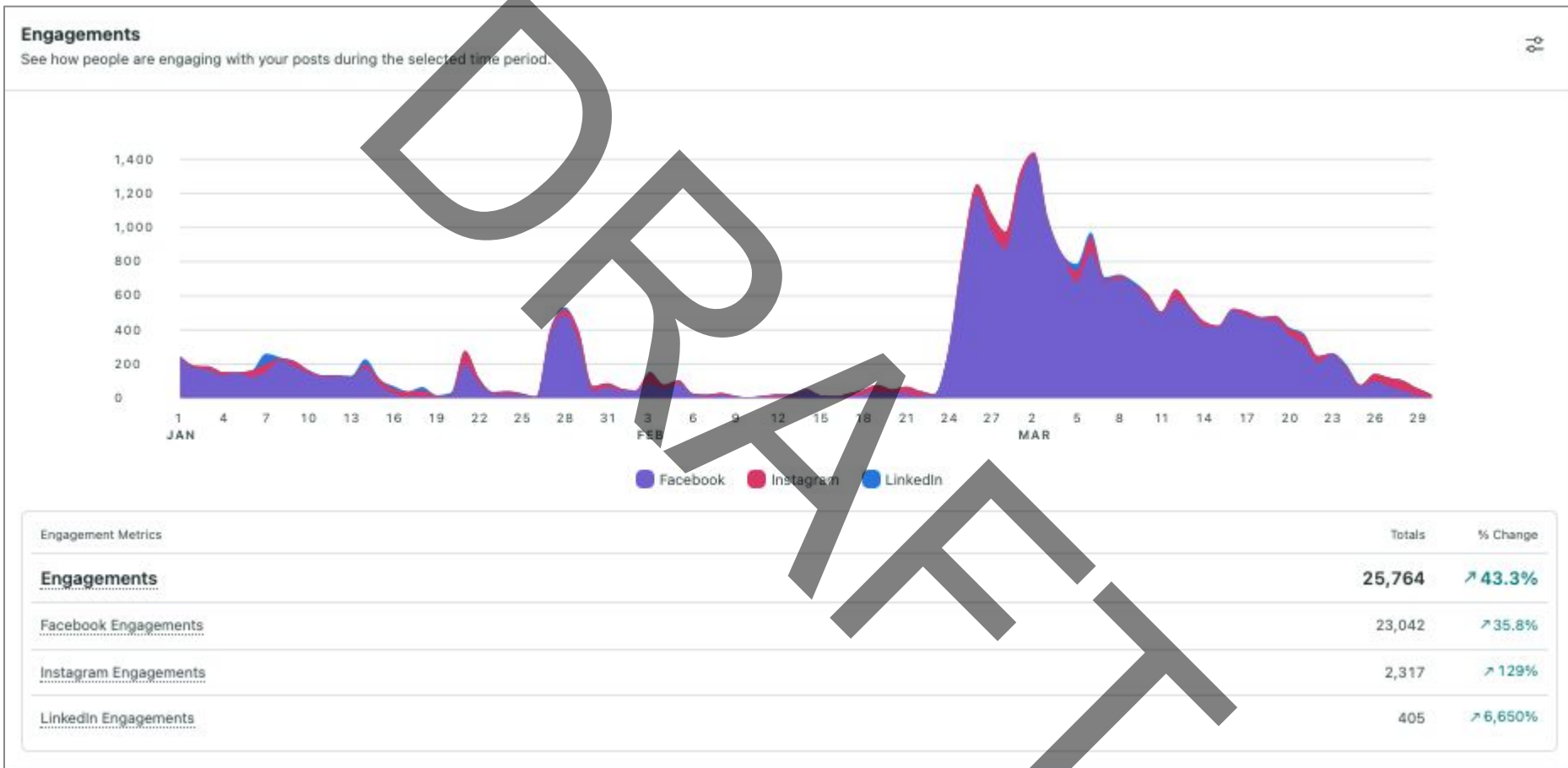
1,018,009 ↗ 63%

879,941 ↗ 53%

136,884 ↗ 179.5%

1,184 ↗ 878.5%

Social Media Engagement



Social Media- Parks Facebook Pages

50

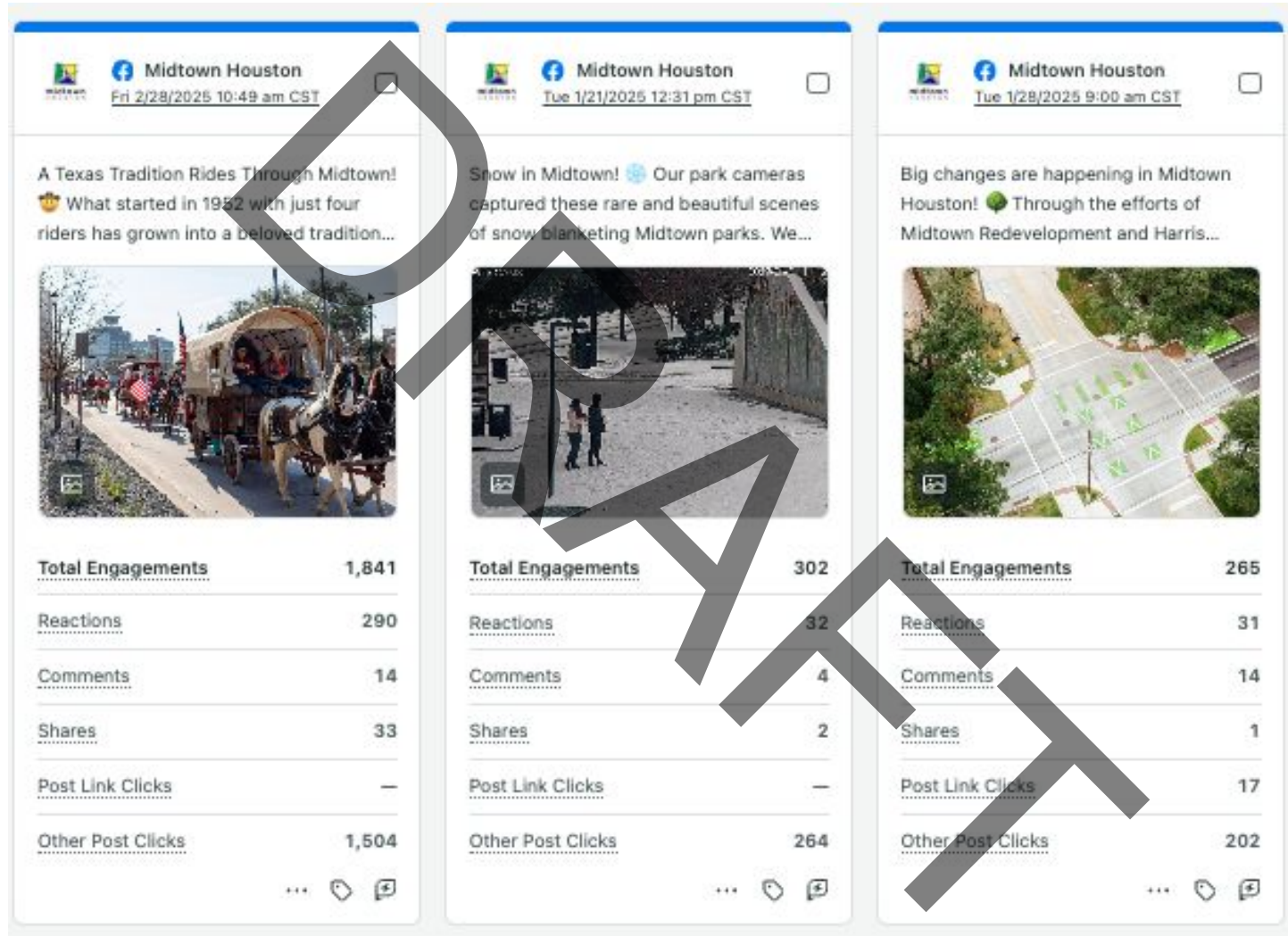
Profiles					
Review your aggregate profile and page metrics from the selected time period.					
↑ Ascending by Profile					
Profile	Audience	Net Audience Growth	Published Posts	Impressions	Engagements
Reporting Period Jan 1, 2025 – Mar 30, 2025	7,357 ↗ 1.3%	10 → 0%	4 → 0%	42,049 ↗ 418.7%	14 ↘ 90.5%
Compare to Dec 1, 2023 – Dec 31, 2023	7,264	10	4	8,107	147
 Bagby Park	2,370	7	3	25,211	10
 Midtown Park	4,987	3	1	16,838	4

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Social Media - Top Posts

51

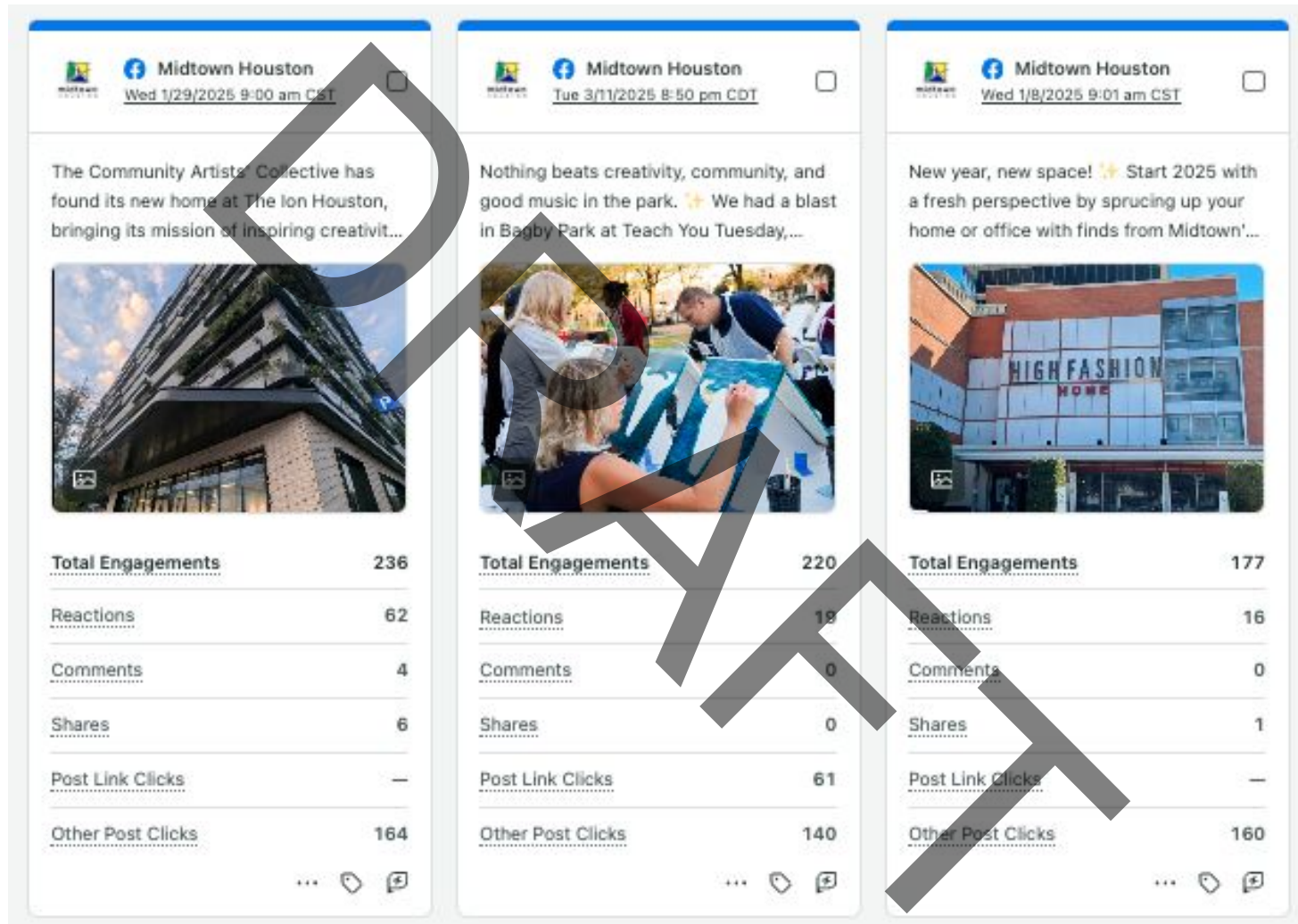


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Social Media - Top Posts

52

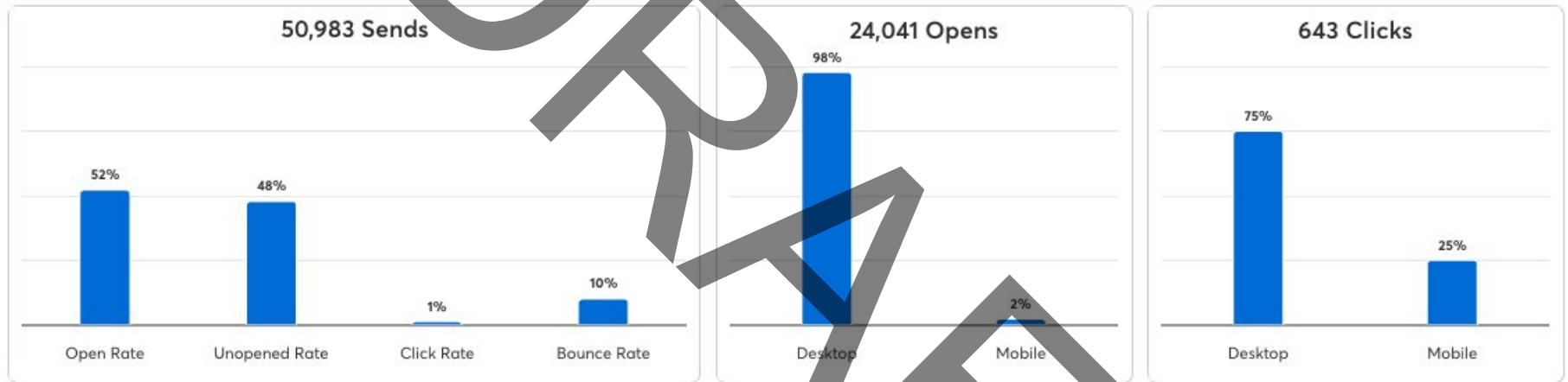


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Newsletter Outcomes

53




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Newsletter Outcomes

54

	eNews 3/27/25 Sent Email • Sent Mar 28, 2025 at 9:00am CDT 7,796 sends • 3,475 (45%) opens • 68 (1%) clicks • 78 (1%) bounces • 7 (1%) unsubscribes
	eNews 3/13/25 Sent Email • Sent Mar 13, 2025 at 9:30am CDT 7,750 sends • 4,084 (53%) opens • 93 (1%) clicks • 73 (1%) bounces • 5 (1%) unsubscribes
	eNews 2/27/25 Sent Email • Sent Feb 27, 2025 at 10:06am CDT 7,684 sends • 4,214 (55%) opens • 118 (2%) clicks • 48 (1%) bounces • 9 (1%) unsubscribes
	eNews 2/13/25 Sent Email • Sent Feb 13, 2025 at 9:00am CDT 9,222 sends • 3,444 (45%) opens • 95 (1%) clicks • 1,576 (17%) bounces • 11 (1%) unsubscribes
	eNews 1/30/25 Sent Email • Sent Jan 30, 2025 at 10:00am CDT 9,252 sends • 4,428 (58%) opens • 105 (1%) clicks • 1,562 (17%) bounces • 16 (1%) unsubscribes
	eNews 1/16/25 Sent Email • Sent Jan 16, 2025 at 10:00am CDT 9,279 sends • 4,396 (57%) opens • 164 (2%) clicks • 1,565 (17%) bounces • 20 (1%) unsubscribes



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Public Relations

Goals

- Ensure each department is favorably covered by the press
- Q1 & Q2 KPIs include:
- Secure a minimum of one media placement related to the following key areas:
 - Public safety
 - Economic development
 - Capital improvement
- Secure up to four media placements spotlighting a Midtown-based business
- Secure up to three media placements spotlighting parks programs and cultural arts

Key Outcomes

- 18 earned media placements
- Publicity valued at \$61,711K
- Total audience of 909,985K viewers, listeners and readers

NEWS

Take an interactive crafting class at Bagby Park this March

by: Todd Traven Rogers

Posted: Feb 25, 2025 / 10:44 AM CST
Updated: Feb 25, 2025 / 10:47 AM CST

Teach You Tuesday at Bagby Park



This interactive workshop is open to adults over the age of 18. It's completely FREE. Enjoy the hands-on experience of exploring a new technique or learning a creative craft. **No experience needed, just enthusiasm! All supplies are provided.**

BLACK HISTORY MONTH

Military drama highlighting Houston history hits The Ensemble's stage during Black History Month



By [Briana Conner](#)

Thursday, February 20, 2025



The Ensemble Theatre is showcasing 'Camp Logan,' a World War I-era military drama, during Black History Month.

Content Development: 8 Blogs Published

58

BLOGS



What's Next for Midtown: Streetscape Enhancements Underway

Midtown Houston is known for its walkability, vibrant streetscapes, and inviting public spaces. To ensure these areas remain beautiful and accessible, the Midtown Streetscape Refresh is now moving forward with planned improvements.

[READ MORE](#)



Innovative Technology Used to Enhance Safety in Midtown Houston

Midtown Houston prioritizes the safety and well-being of its residents, businesses, and visitors through proactive security measures and strategic partnerships.

[READ MORE](#)



Building a Better Caroline Street: Infrastructure Upgrades Designed for the Community

As the Midtown community enjoys the improvements to Caroline Street, we're now reflecting on its journey from concept to reality.

[READ MORE](#)

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Content Development



Enhancing Safety and Security in Midtown Houston

Public safety is at the heart of a thriving community. In Midtown Houston, we're listening and acting to create programs and projects that enhance security and address the concerns of business owners, residents, and visitors.

[READ MORE](#)



Teamwork Brings Improvements For All Users

Midtown Redevelopment Authority (MRA), and Harris County Precinct One joined forces to deliver comprehensive improvements along Tuam, Fannin, and Holman Streets.

[READ MORE](#)



Kickstart Your New Year's Resolutions with the Help of Midtown Houston Gems

The beginning of a New Year is the perfect time for a fresh start—and Midtown Houston has everything you need to stay on track with your resolutions.

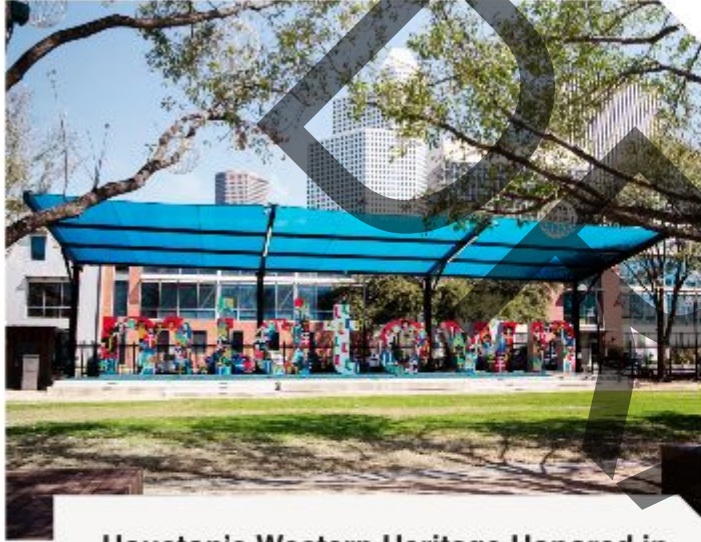
[READ MORE](#)

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Content Development

60



Houston's Western Heritage Honored in Midtown Houston Public Art

Midtown Houston is kicking off rodeo season in style.

[READ MORE](#)



Celebrating Black Excellence in Midtown Houston

Black History Month is a time to reflect on the past, celebrate the present, and uplift the individuals and institutions making an impact every day.

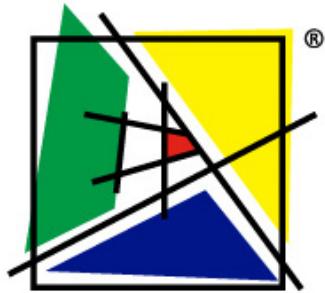
[READ MORE](#)

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Key Q2 Priorities

- Launch targeted ad campaign for park rentals
- Publish monthly parks event blog on the website
- Develop a plan for wayfinding signage at Midtown Park
- Launch Midtown Then and Now Series
- Work with the Midtown Team to plan for the 2026 World Cup



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H O U S T O N

MAINTENANCE

MAINTENANCE TEAM UPDATE – April 2025

Midtown Park infrastructure including MP plaza and garage –

- *Rain fountain work to level and align pavers complete in Q1.*
- *Midtown Park weekly service scheduled on Thursdays and Fridays for mowing and trash pickup.*
- *Bayou maintenance scheduled second week of every month for cleaning and trash pickup.*
- *Midtown Park Pavilion maintenance including power washing of entire structure, repairs/updates to the light/sound system and repairs to the Avian birdwire system complete in Q1.*
- *Great lawn fertilization and aeration project complete in Q1.*
- *Finalizing maintenance agreement for water feature fountains including rain fountain, front 90 fountain and bayou elements.*
- *Project to ensure all electrical outlets at park functioning properly complete.*

Bagby Park infrastructure including dog park & kiosk

- *Bagby Park weekly service scheduled on Tuesdays for mowing and trash pickup.*
- *Bagby Park fountain maintenance scheduled third week of every month.*
- *Project to repair water heater at Bagby Park restroom in progress. Project completion expected Q2.*
- *Finalizing maintenance agreement for water feature fountains.*

District overall

- *Continue to coordinate with our service maintenance team including lawn service, trash service and irrigation repairs when needed along the Midtown maintained right-of-way throughout The District.*

District legacy and new improvements

- *Continued and on-going process of irrigation system repairs and improvements.*

COH owned parks

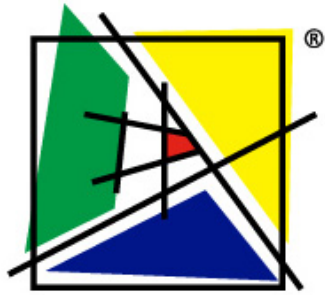
- *Baldwin Park and Glover Park maintenance scheduled on Wednesdays and Thursdays. This includes mowing and trash removal.*
- *Baldwin Park lighting update complete minus one light fixture that could not be retrofitted. New fixture order and scheduled to be replaced in Q2.*
- *Glover Park fencing project to update, replace boards and refurbish perimeter fencing complete in Q1. Part of the project also included replacing broken boards on the stage.*
- *City of Houston will remove one dead pecan tree at the park. This project is expected to be completed by end of Q2.*

Office buildings

- *Project to address water penetration at Pierce Building is on-going. Contractor is currently in the process of placing a silicone coating on the roof to help prevent roof leaks. Project is expected to be completed in Q2.*
- *Assessment of HVAC system was completed in Q1. Staff is reviewing assessment results to define next steps and prioritize repairs.*
- *Continuing with building system assessments to aid the maintenance team categorize and prioritize future building maintenance needs as many systems are at the end of service life and require updating.*

Upcoming Projects

- Elevator maintenance agreement for Pierce Building elevators. Engage vendor to maintain the building elevators to ensure operational functionality.
- Bagby Street, Bagby Park and Midtown Park Refresh project. Project to refresh hardscape and softscape landscaping elements along Bagby Street and at Midtown and Bagby Park. The project goal is to bring landscaping elements back to baseline conditions and make necessary material adjustments when necessary.



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SECURITY



TX PSB #C16942

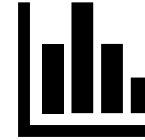
**Midtown Parks
Conservancy**

2025

**Q1 Review
Jan - Mar**



Midtown Parks Conservancy



About Incident Reports

The report is a month-long summary of notable incidents, as reported in the officers' daily reports. During an officer's patrol, he or she will do many things that aren't recorded, including but not limited to showing a presence to proactively ward off unwanted activity, speaking with residents about problems and concerns, and checking out suspicious vehicles, people, and activities.

Additionally, the S.E.A.L. Security Dispatch Center may receive calls concerning dangerous or potentially threatening situations, activity, and observations of incidents that occurred in the area. All calls have been recorded to provide the Midtown Parks Conservancy information that could impact operations and reputation.

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

S.E.A.L. Security is a privately owned security company with offices in Houston, San Antonio and Corpus Christi. S.E.A.L. Security has been contracted to safeguard your community and to be on call during high-risk situations. All S.E.A.L. Security officers are armed and utilize marked vehicles to conduct patrols and maintain a proactive position to secure your community.

S.E.A.L. Security's expanded canine (K9) division may include foot patrol in your community. In addition to patrol services, some K9s are trained in drug and explosive detection. S.E.A.L. Security's specially trained experts and their K9 partners can be one of the most effective security tools to deter and prevent crime. In the interest of safety, it is asked that clients and residents do not approach the K9s or attempt to pet them. Everyone's assistance is greatly appreciated.

Disclaimer

The information contained in this report is based on the information at the time of reporting, from sources believed to be reliable, and is true to the best of S.E.A.L.'s knowledge. S.E.A.L. provides the Board information in the report for the Board's sole use and purpose in its management and execution of its authorized duties. S.E.A.L. does not intend that the information contained in this report be disclosed to, relied on, or otherwise used by, anyone other than those authorized to receive such information. The information and the reports may contain personal, private, or otherwise identifying information and may compromise the safety and security of others. As such, the publication, dissemination, or disclosure of the report or information therein of any kind to anyone not authorized to receive such information shall be at the sole risk and liability of the Board, its members, and those authorized to receive such information, and each shall hold S.E.A.L. harmless and indemnify S.E.A.L. for any and all liability arising from any publication or disclosure.

S.E.A.L. Security Services



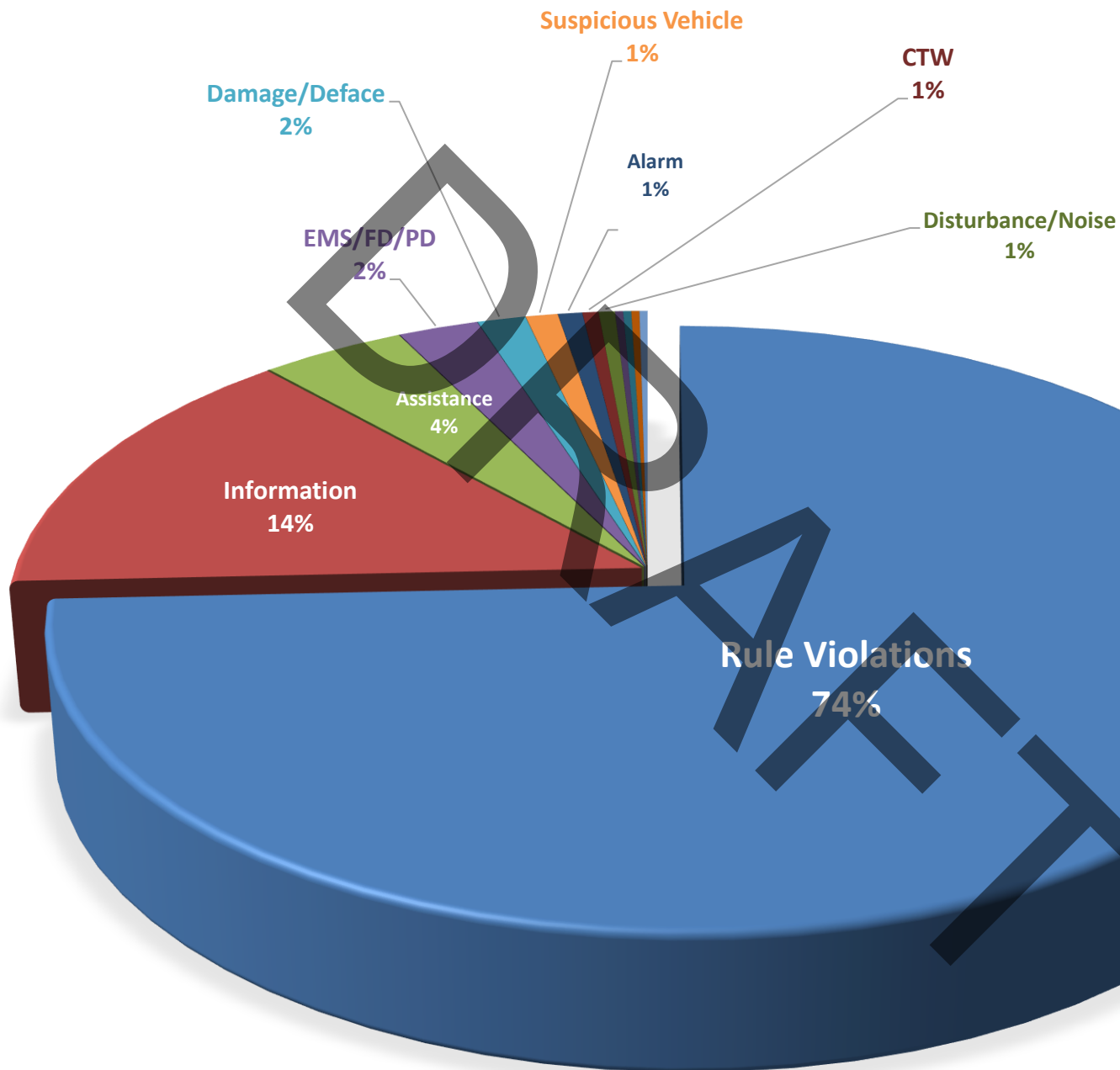
*Off-duty response times vary based on nearest available officer. When appropriate, law enforcement is notified.

YTD Summary

69
Midtown Parks

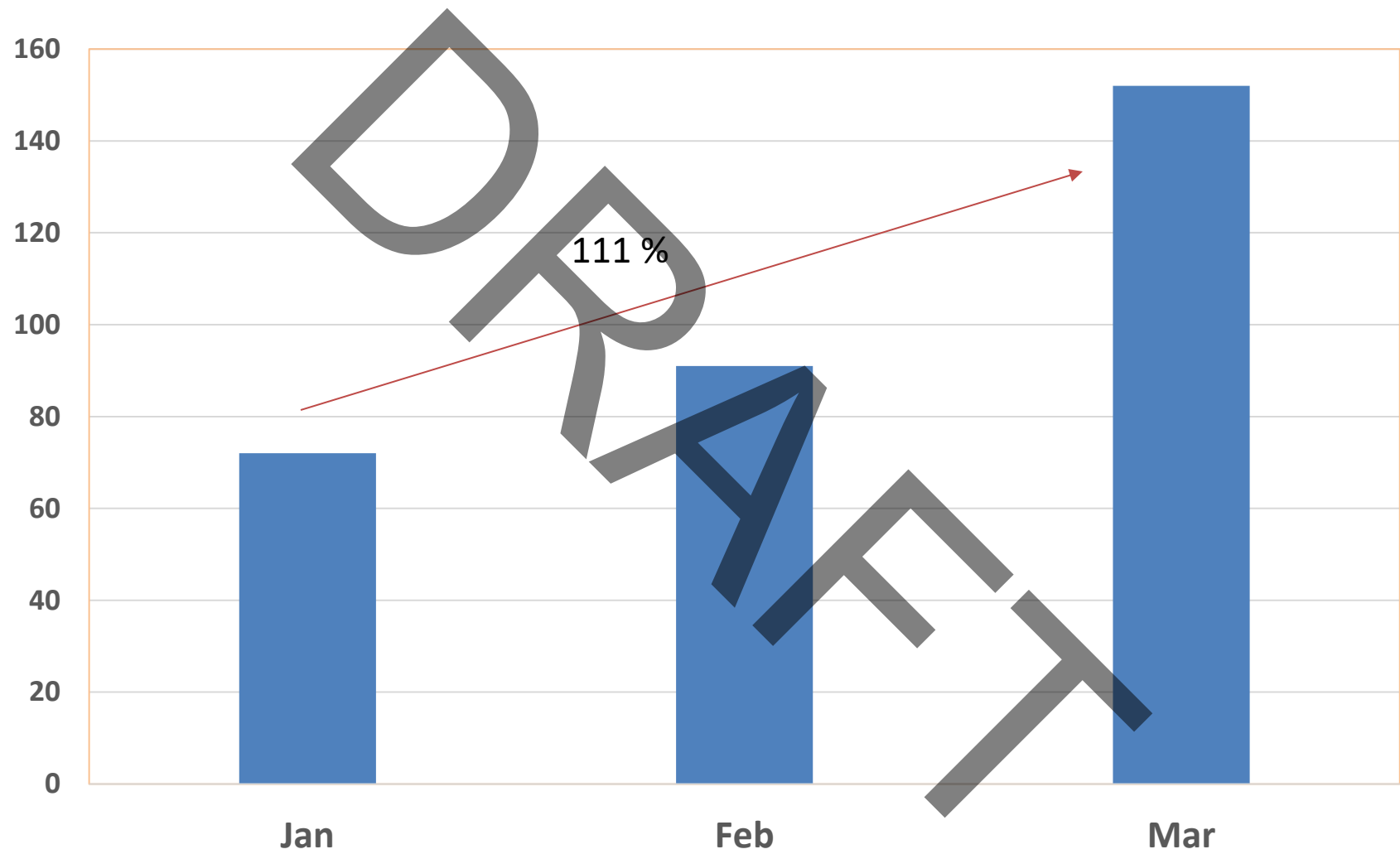
INCIDENT	2025												YTD
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Rule Violations	72	91	152										315
Information	18	20	22										60
Assistance	4	5	9										18
EMS/FD/PD	2	3	5										10
Damage/Deface	3	2	1										6
Suspicious Vehicle	1	1	2										4
Alarm	1	2	-										3
CTW	-	1	1										2
Disturbance/Noise	-	2	-										2
Animal	1	-	-										1
BMV	1	-	-										1
Suspicious Activity	-	1	-										1
Vehicle Collision	1	-	-										1
Arrest	-	-	-										-
Assault	-	-	-										-
Dispute	-	-	-										-
Robbery	-	-	-										-
Suspicious Person	-	-	-										-
Theft	-	-	-										-

70
Midtown Parks
2025 Q1



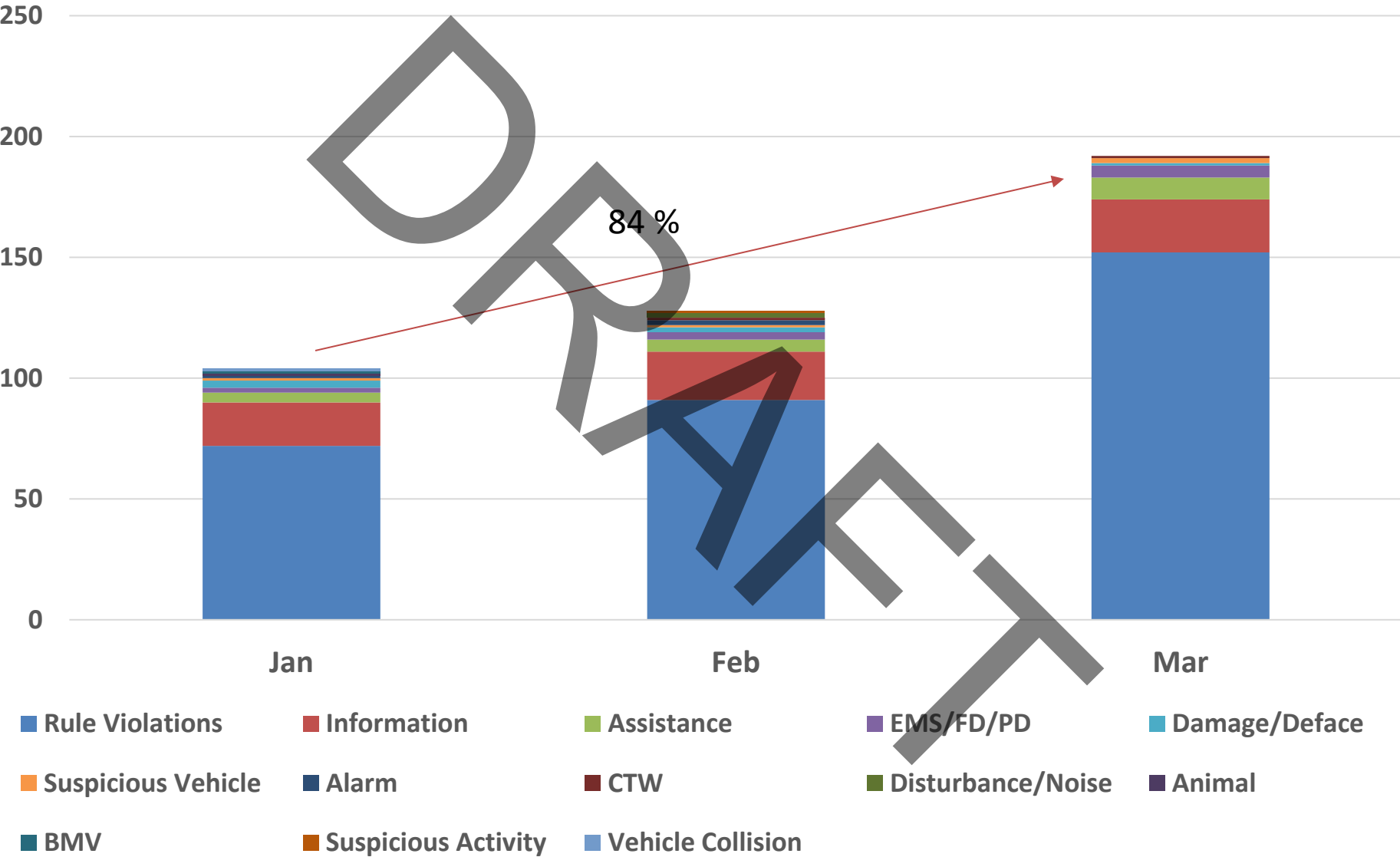
Rule Violations

71
2025 Q1 Midtown Parks



2025 Q1 Categories Stacked by Month

Midtown Park



THANK
YOU!



TX PSB #C16942



TX PSB# C15942

Midtown Parks Conservancy



INCIDENT REPORT

March 2025

Prepared for Midtown Parks Conservancy

About Incident Reports

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2025 SUMMARY PAGE

INCIDENT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Alarm	1	2	0										3
Animal	1	0	0										1
Arrest	0	0	0										0
Assault	0	0	0										0
Assistance	4	5	9										18
BMV	1	0	0										1
CTW	0	1	1										2
Damage/Deface	3	2	1										6
Dispute	0	0	0										0
Disturbance/Noise	0	2	0										2
EMS/FD/PD	2	3	5										10
Information	18	20	22										60
Robbery	0	0	0										0
Rule Violations	72	91	152										315
Suspicious Activity	0	1	0										1
Suspicious Person	0	0	0										0
Suspicious Vehicle	1	1	2										4
Theft	0	0	0										0
Vehicle Collision	1	0	0										1

Midtown District and Parks Hotline – 832.900.7700

Please call the Midtown District Hotline to report suspicious activity or anything that seems out of place.

Houston – HQ
1525 Blalock Rd.
Houston, TX 77080
713.979.2388



S.E.A.L. Security Solutions, LLC
SealSecurity.com
TX PSB C15942|C15942A|C20262
1.866.949.0895



San Antonio
1846 N. Loop 1604 W.
San Antonio, TX 78248
281.896.3835

SATURDAY, MARCH 1

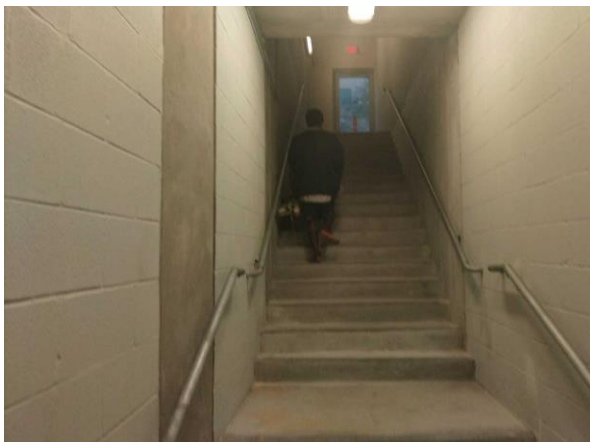
3:00 a.m., 6:54 a.m., 8:05 a.m., 9:01 a.m., 12:05 p.m., 2:05 p.m., 6:20 p.m. The officer posted a picture of a vehicle in the garage.



4:00 a.m. The officer posted a picture of wrapped pallets.



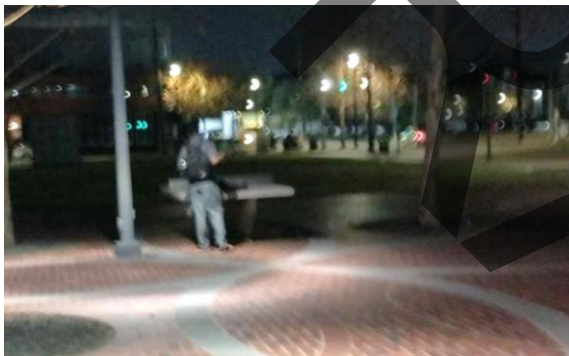
6:54 a.m. The officer removed a sleeping male from exit 2.



10:01 a.m. The officer made contact with some visitors changing their t-shirts in the playground. The subjects said they belonged to a running club. The officer explained they would need permission to be there. The subjects said they were stretching and exited within fifteen minutes.



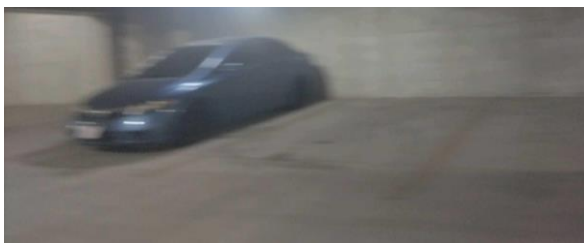
11:00 p.m. The officer removed a loitering male.



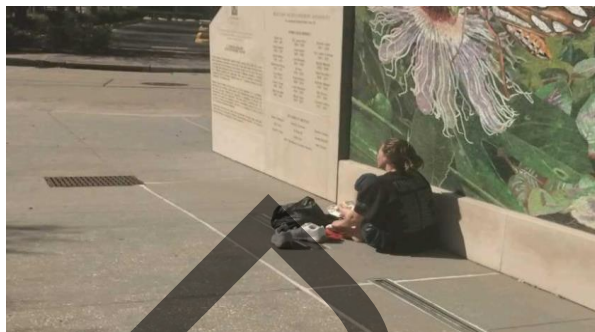
SUNDAY, MARCH 2

1:00 a.m. The officer posted a picture of the wrapped pallets.

6:00 a.m., 7:00 a.m., 8:03 a.m., 10:08 a.m., 11:00 a.m., 12:10 p.m., 3:05 p.m., 5:07 p.m., 6:26 p.m., 11:00 p.m. The officer posted a picture of the vehicle in the garage.



11:00 a.m. The officer explained the park rules to someone sleeping.

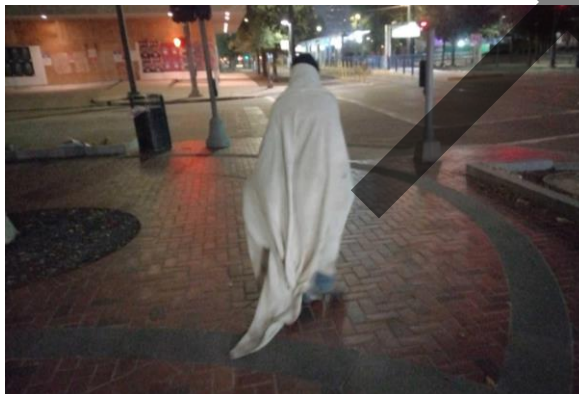


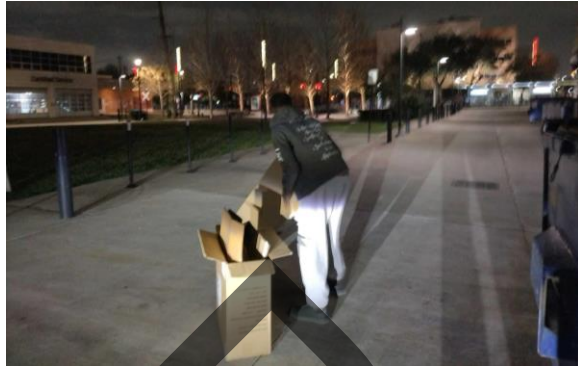
11:40 a.m. The officer explained the park rules to a male lying in the park. The subject got up and exited.



MONDAY, MARCH 3

3:00 a.m. The officer woke a sleeping male and instructed him to go.





6:50 a.m., 8:02 a.m., 11:03 a.m., 12:03 p.m., 2:04 p.m., 3:00 p.m., 4:04 p.m., 5:11 p.m., 10:00 p.m. The officer posted a picture of the vehicle in the garage.



9:06 a.m. Officer was contacted by dispatch regarding a suspicious male at Bagby Park. The officer conducted a property check and reported that no suspicious activity had been observed.

2:36 p.m. Officer was contacted by dispatch regarding a loiterer lying down in Bagby Park. The officer made contact with the subject, and the subjects agreed to leave.

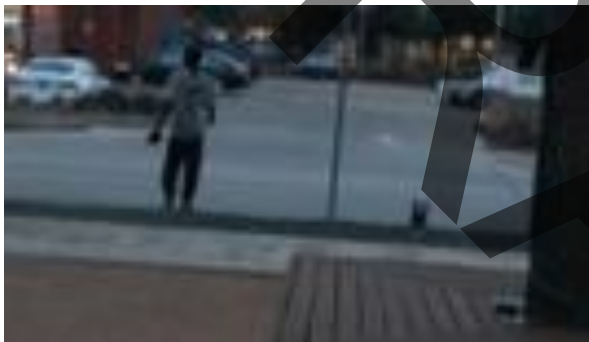
4:04 p.m. The officer explained the park rules to two people charging devices.



5:04 p.m., 5:12 p.m. The officer explained the park rules to smokers and asked them to leave.



6:01 p.m. A restaurant worker at La Calle asked the officer to remove a homeless male bothering customers. The subject left when the officer approached. No contact was made.

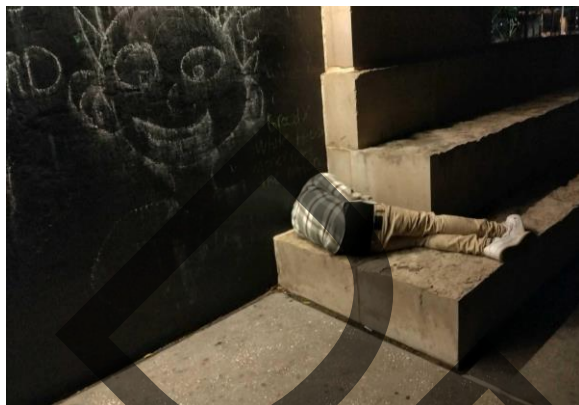


10:50 p.m. The officer removed a sleeping male.

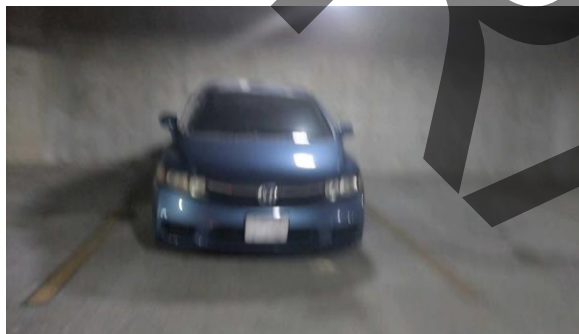


TUESDAY, MARCH 4

2:00 a.m. The officer removed a sleeping male.

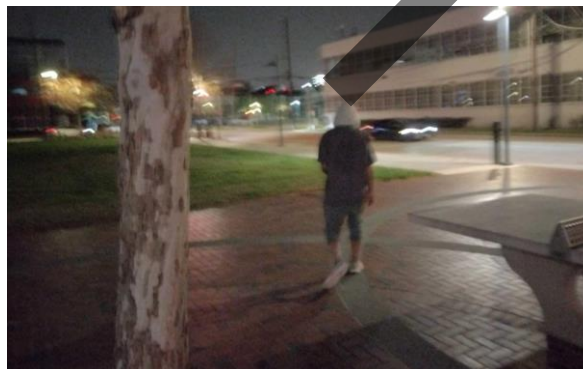
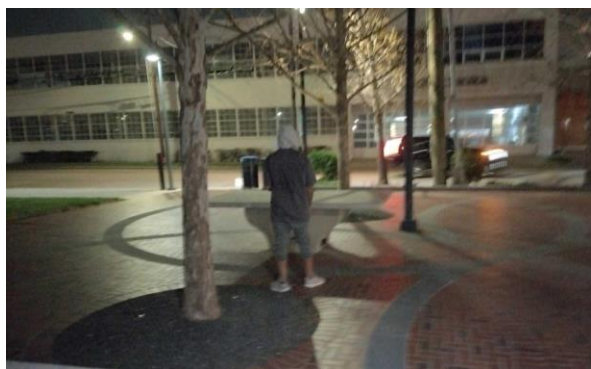


6:55 a.m., 8:02 a.m., 9:02 a.m., 10:10 a.m., 12:00 p.m., 2:06 p.m. The officer posted a picture of a vehicle.

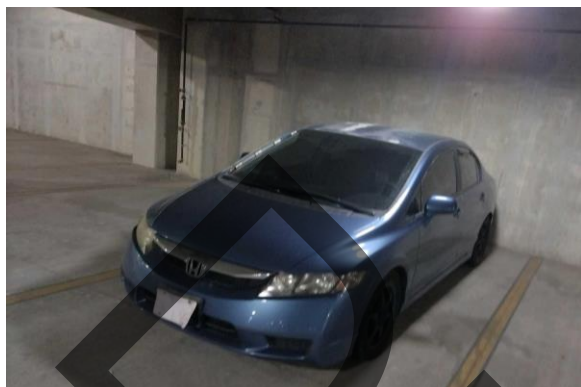


WEDNESDAY, MARCH 5

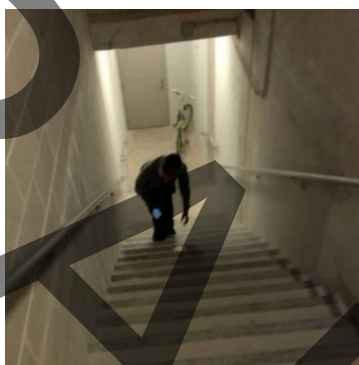
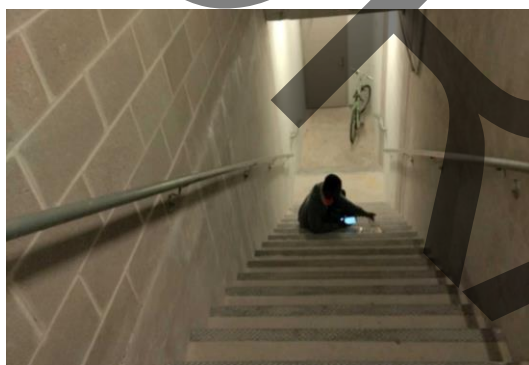
12:00 a.m. The officer removed a loitering male.



1:00 a.m., 4:00 a.m., 6:55 a.m., 8:02 a.m., 10:06 a.m., 11:00 a.m., 12:00 p.m., 1:03 p.m., 2:04 p.m., 6:30 p.m. The officer posted a picture of the vehicle in the garage.



2:00 a.m. The officer instructed a loitering male to leave in stairwell 2.



2:00 a.m. The officer removed a sleeping male.



10:06 a.m. The officer explained the park rules to someone charging a device at the Front 90.



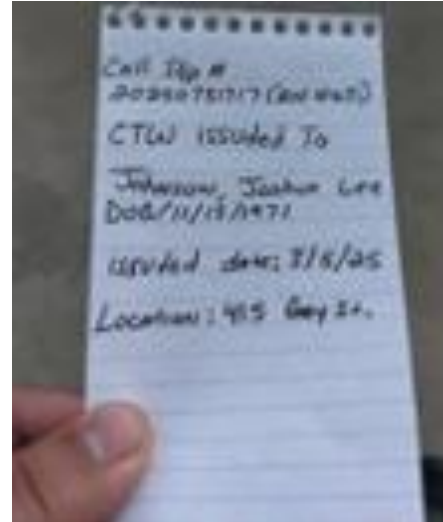
1:03 p.m. The officer explained the park rules to a smoker.



2:31 p.m. Officer was contacted by dispatch regarding a male lying in Bagby Park. The officer made contact with the subject and explained the park rules and the subject complied.



4:29 p.m., 5:24 p.m. The officer requested the police for a male who refused to comply with park rules after being twice asked. The subject exited to the sidewalk at 6:34 p.m. The officer gave the subject a CTW and instructed him not to return.



THURSDAY, MARCH 6

12:00 a.m., 6:50 a.m., 10:04 a.m., 12:00 p.m., 1:01 p.m., 2:00 p.m., 6:20 p.m. The officer posted a picture of the vehicle in the garage.



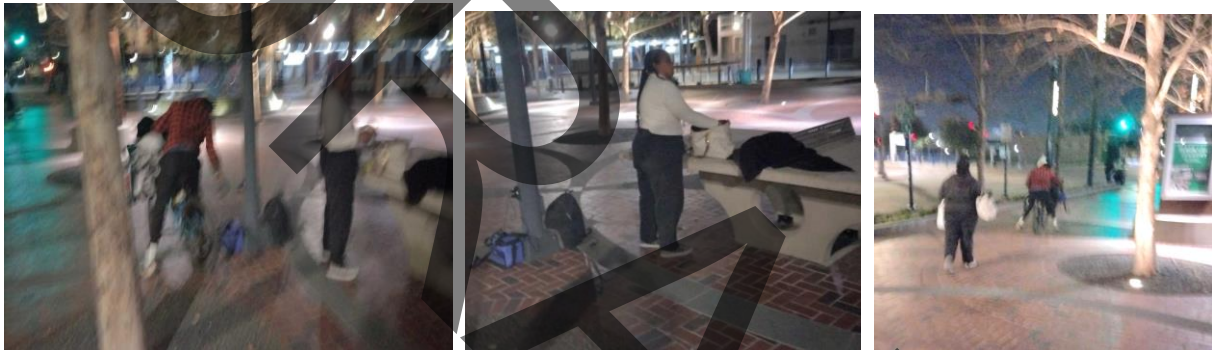
1:00 a.m. The officer removed a loitering male.



2:00 a.m. The officer removed a loitering male near stairwell 4.



4:00 a.m. The officer asked two loiterers to leave. He commented that one was a female who yelled and screamed while holding a screwdriver, but the two eventually left.



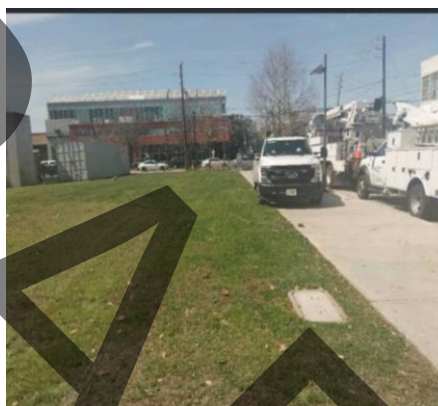
9:07 a.m. The officer requested an additional officer to assist when a male refused to exit an area being cleaned. When the backup officer arrived, the subject agreed to go.



11:51 a.m. The officer removed a loitering male from Bagby Park.



1:01 p.m. The officer asked CenterPoint workers at the Front 90 to move their vehicle off the grass.



3:05 p.m. The officer woke a sleeping male and explained the park rules.



7:33 p.m. The officer requested the police because an intoxicated male had passed out on a ping pong table. However, the subject woke and left before they arrived, and the call to the police was canceled.

FRIDAY, MARCH 7

6:50 a.m., 8:04 a.m., 9:04 a.m., 12:10 p.m., 1:15 p.m., 3:14 p.m., 4:16 p.m., 5:09 p.m., 6:30 p.m. The officer posted a picture of a vehicle in the garage.



9:04 a.m. The officer asked a service worker waiting in his vehicle in front of the public restrooms to relocate.



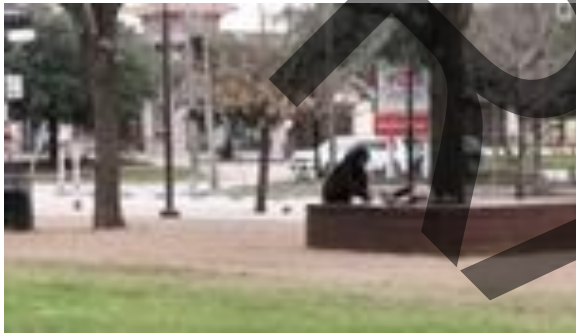
11:10 a.m. The officer explained the park rules to someone washing clothes in the Front 90 fountain.



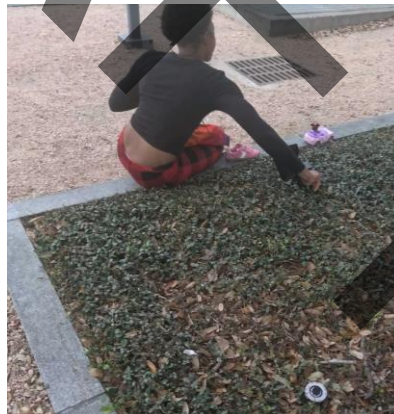
1:15 p.m. The officer reported water leaking through the walls near exits 3 and 4.



2:18 p.m. The officer approached a male lying down and smoking in Bagby Park. But the subject left when he saw the officer, and no contact was made.



4:16 p.m. The officer explained the park rules to a smoker and another charging a device.



5:09 p.m. The officer explained the park rules to someone with a dog on the grass.



6:30 p.m. The officer explained the park rules to someone charging a device.



10:50 p.m. The officer removed a sleeping male.



SATURDAY, MARCH 8

12:00 a.m., 6:50 a.m., 8:01 a.m., 9:03 a.m., 10:06 a.m., 12:02 p.m., 1:20 p.m., 3:10 p.m., 4:00 p.m., 4:27 p.m. The officer posted a picture of a vehicle in the garage.

Houston – HQ
1525 Blalock Rd.
Houston, TX 77080
713.979.2388



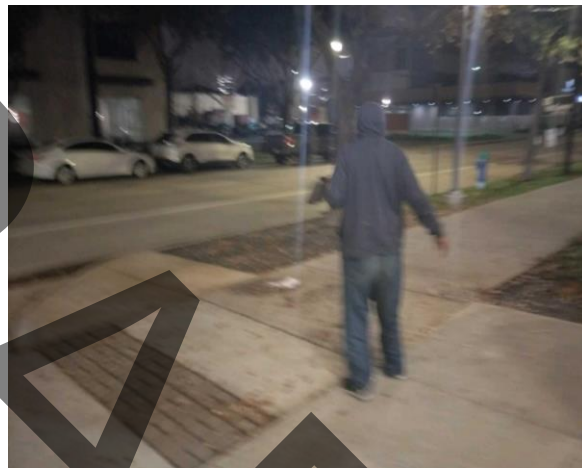
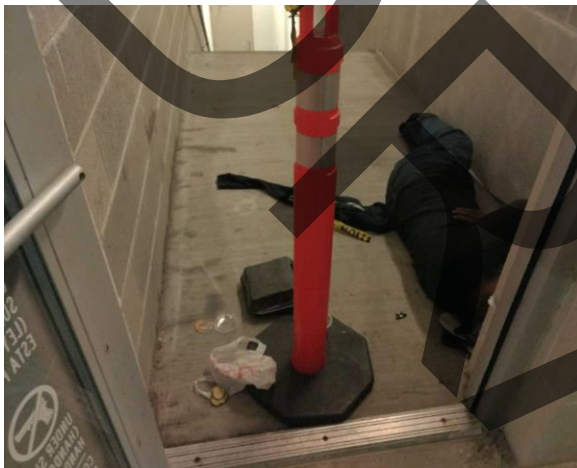
S.E.A.L. Security Solutions, LLC
SealSecurity.com
TX PSB C15942|C15942A|C20262
1.866.949.0895



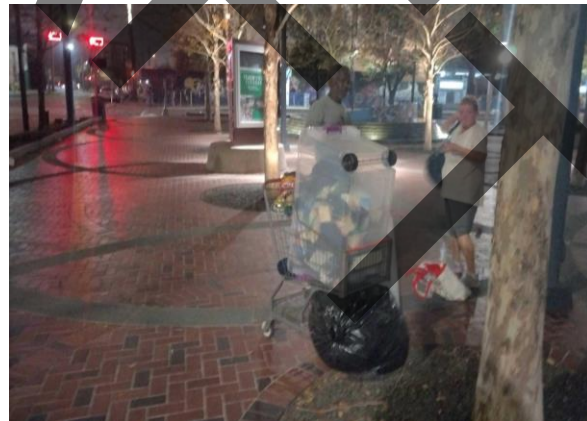
San Antonio
1846 N. Loop 1604 W.
San Antonio, TX 78248
281.896.3835



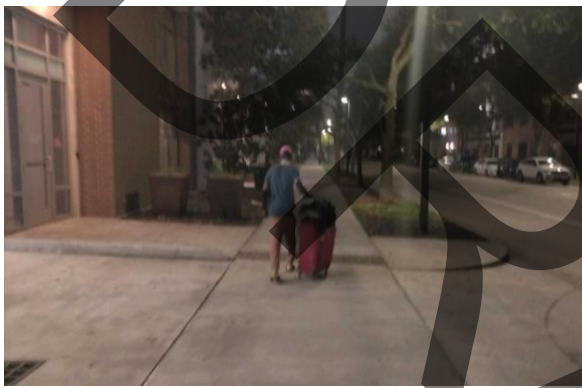
1:00 a.m. The officer removed a loiterer near exit 2.



2:00 a.m. The officer removed a loitering couple.



4:00 a.m. The officer removed a loiterer from exit 2.



12:02 p.m. The officer explained the park rules to someone charging a mobile device.



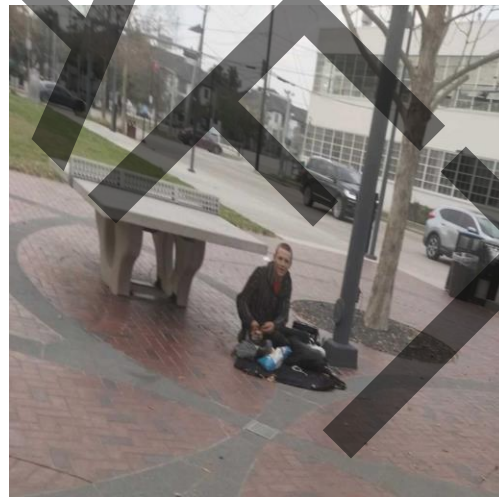
1:20 p.m. The officer made contact with three people cutting hair in front of the restrooms. The officer explained the park rules, but the subjects responded that they had permission. The officer checked with Mr. Antonio, who confirmed that it was OK.



2:04 p.m. The officer explained the park rules to a drinker. The subject exited the property without incident.



4:00 p.m. The officer explained the park rules to two people charging devices at the Front 90.



8:25 p.m. The officer removed a sleeping male.



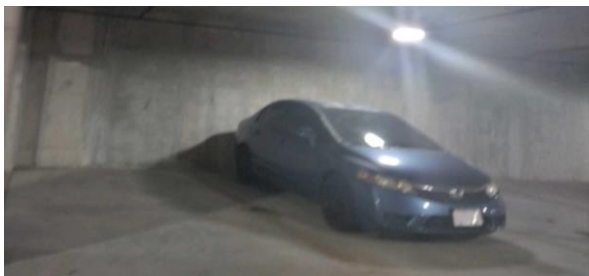
SUNDAY, MARCH 9

1:35 a.m. The officer removed a sleeping male.



6:40 a.m. The officer reported that someone used exit 4 as a restroom.

6:40 a.m., 8:05 a.m., 9:04 a.m., 11:01 a.m., 1:05 p.m., 2:04 p.m., 3:01 p.m., 4:12 p.m., 5:18 p.m., 6:26 p.m. The officer posted a picture of the vehicle in the garage.



11:01 a.m. The officer reported the water level was full in the bayou.



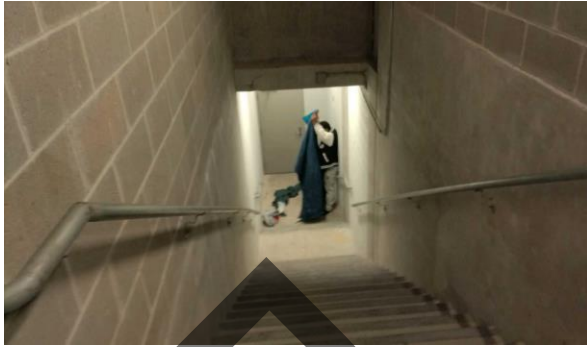
12:00 p.m. The officer was informed that maintenance would respond to the bayou call. The officer made contact with Mr. Antonio who said they were also attending to another leak. The officer reported that the street sign had fallen near the stop sign at Anita and Travis. 3-1-1 provided report number 089611.



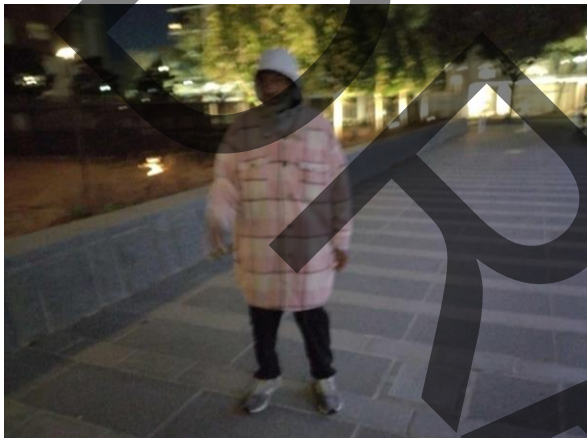
5:00 p.m. The officer reported that someone used exit 4 as a restroom.

MONDAY, MARCH 10

2:00 a.m. The officer removed a loitering male from exit 2.



3:00 a.m. The officer removed a male attempting to sleep by the stage.



4:00 a.m., 11:02 a.m., 1:08 p.m., 2:11 p.m., 3:09 p.m., 4:20 p.m., 5:25 p.m., 6:42 p.m. The officer posted a picture of the vehicle in the garage.



10:04 a.m. The officer noted that GPSI workers were cleaning the bayou.



11:49 a.m. The officer asked a visitor taking pictures of his things to move them away from the tree area. He also asked two adults (without children) in the play area to relocate.



1:08 p.m. The officer woke a sleeping male and explained the park rules.

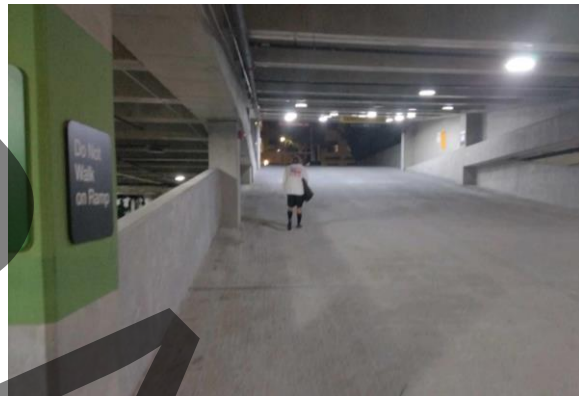
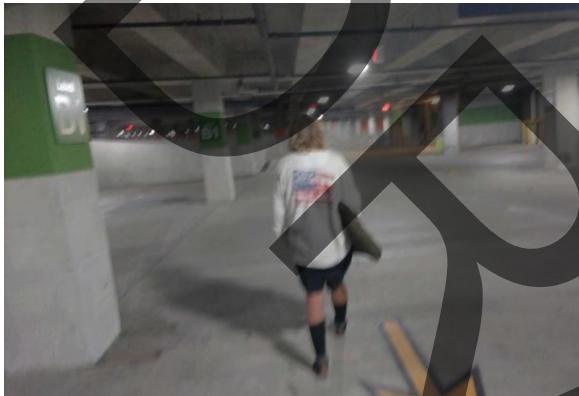


4:56 p.m. A District officer responded to Bagby Park regarding a panhandler carrying a suitcase. The officer observed the subject eating at La Calle and made contact with an employee who said the subject was eating and not causing an issue.

6:42 p.m. The officer explained the park rules to someone with a dog on the grass.



11:00 p.m. The officer removed a male trying to sleep in the garage.

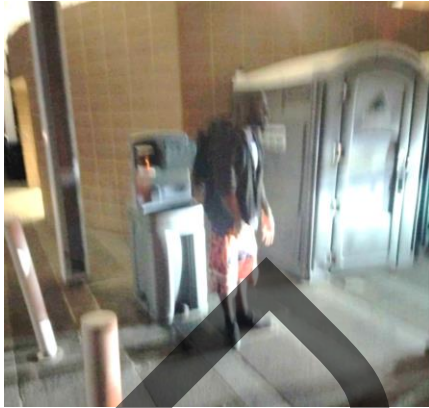


TUESDAY, MARCH 11

12:00 a.m. The officer removed a loitering male from exit 4.



1:00 a.m. The officer heard a screaming male. He determined the subject was intoxicated and removed him from the property.



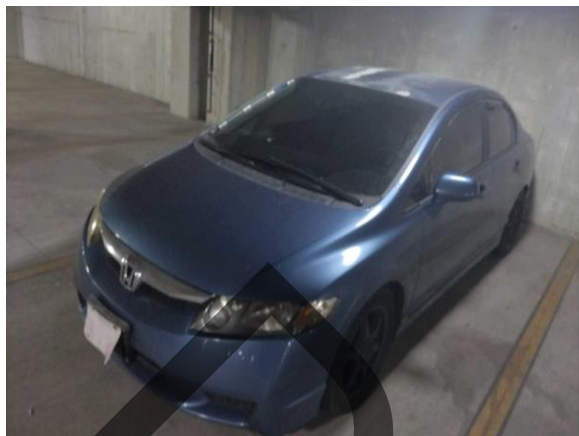
3:00 a.m. The officer removed a loiterer by the waterfall area.



4:00 a.m. The officer removed a loiterer.



6:00 a.m., 7:01 a.m., 11:10 a.m., 1:05 p.m., 2:04 p.m., 3:06 p.m., 4:02 p.m., 5:18 p.m., 11:30 p.m., The officer posted a picture of the vehicle in the garage.



10:00 a.m. The officer requested permission to open the electrical room door when asked by a Kilgore contractor. The officer received permission and opened the door.

3:36 p.m. A District officer responded to Bagby Park to remove a male lying down in an area where an event was being held. The subject left at the officer's request.

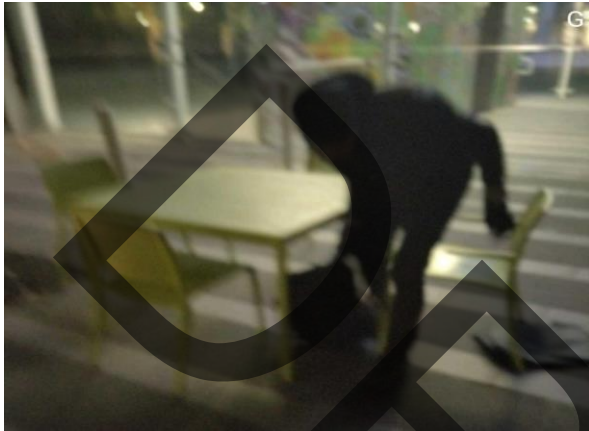


4:02 p.m. The officer explained the park rules to someone charging a device.

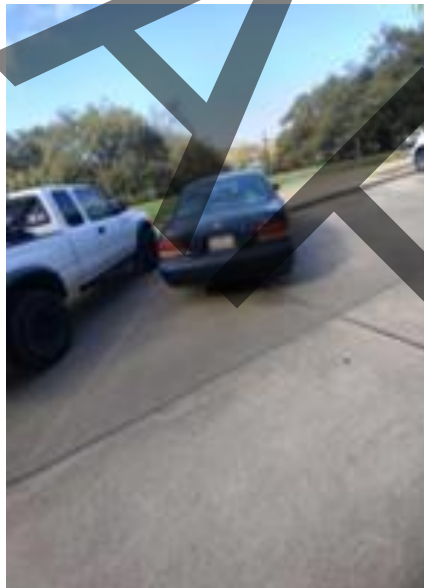


WEDNESDAY, MARCH 12

7:00 a.m. The officer removed a male trying to sleep near the stage.



10:18 a.m. The officer noted an unoccupied vehicle without a front or rear license plate occupying a Baldwin Park parking space. The officer reported that it was still there when he patrolled again at 3:15 p.m.



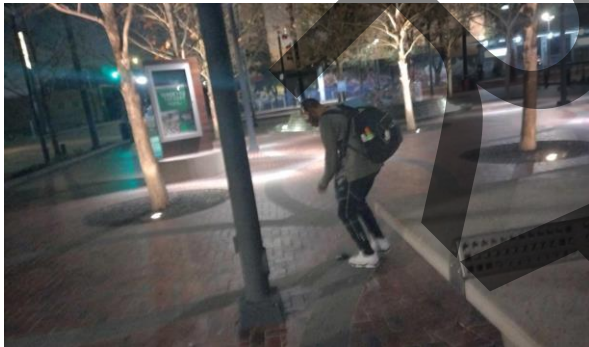
7:00 p.m. The officer reported that someone had used exits 3 and 4 as restrooms.

11:30 p.m. The officer posted a picture of the vehicle in the garage.



THURSDAY, MARCH 13

1:30 a.m. The officer removed a loitering male.



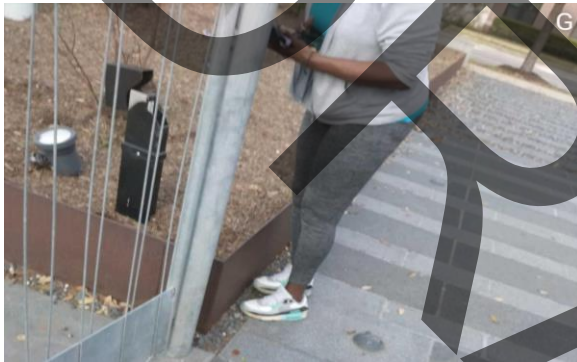
6:50 a.m., 7:47 a.m., 9:09 a.m., 10:17 a.m., 11:04 a.m., 12:10 p.m., 1:06 p.m., 2:07 p.m., 4:12 p.m., 6:20 p.m., The officer posted a picture of the vehicle in the garage.



7:47 a.m. The officer explained the park rules to someone charging a mobile device at the Front 90. The subject initially refused to comply but eventually left.



10:17 a.m. The officer explained the park rules to someone charging a mobile device.



11:05 a.m. The officer noted a plate-less vehicle in a parking spot at Baldwin Park.



9:00 p.m. During a property check at Bagby Park, the officer woke a sleeping male and asked him to leave.



11:20 p.m. The officer removed two loiterers charging mobile devices.



FRIDAY, MARCH 14

6:54 a.m. The officer reported that someone used exit 3 as a restroom.

6:54 a.m., 8:00 a.m., 8:46 a.m., 11:00 a.m., 11:53 a.m., 1:04 p.m., 2:00 p.m., 4:08 p.m., 5:21 p.m., 6:20 p.m. The officer posted a picture of the vehicle in the garage.



8:46 a.m. The officer verified a food truck was authorized to be at the Front 90.



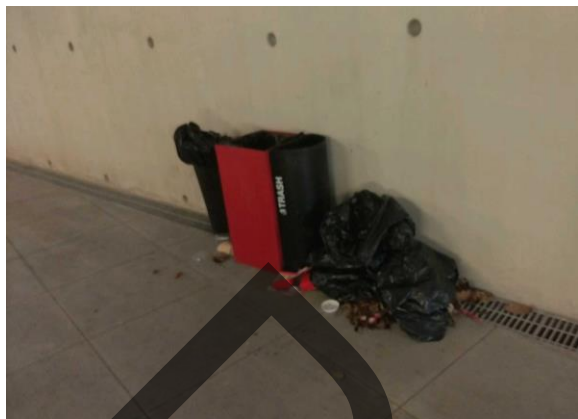
9:54 a.m. The officer noted a plate-less vehicle in a parking spot at Baldwin Park.



11:53 a.m. The officer verified two people with a vehicle and testing speakers at the restroom were authorized.



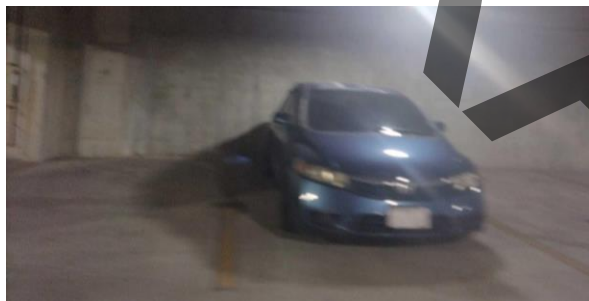
2:00 p.m. The officer reported that the trash can at exit 3 was full.



SATURDAY, MARCH 15

5:00 a.m. The officer approached a loiterer who left before the officer made contact.

6:55 a.m., 8:03 a.m., 9:00 a.m., 10:05 a.m., 5:18 p.m., 6:18 p.m. The officer posted a picture of the vehicle in the garage,



9:00 a.m. The officer verified someone from an organization called Urban Path (who had parked near the restroom) was there for an authorized event from 9:00 a.m. until 1:00 p.m. The officer opened the restrooms.



9:25 a.m. The officer noted the plate-less was at Baldwin Park. At 11:02 am, the officer was advised to wait at the park for the police to arrive. When a police officer arrived, he informed the S.E.A.L. Security officer that the vehicle was not stolen and was insured through August 2025. Further, it could not be towed by the police because it was not on a city street.



11:59 a.m. The officer removed a homeless male who had initially refused to exit the restrooms when asked.



12:24 p.m. The officer explained the park rules to a male lying down in Bagby Park.



2:06 p.m. During a property check at Bagby Park, the officer explained the park rules to a male lying down and smoking.



4:18 p.m. The officer explained the park rules to a smoker charging a mobile device.

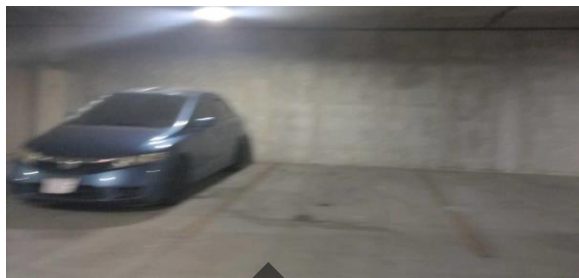


6:30 p.m. The officer reported removing loiterers.

SUNDAY, MARCH 16

4:30 a.m. The officer reported removing homeless people loitering.

6:18 a.m., 8:03 a.m., 11:09 a.m., 1:03 p.m., 2:05 p.m., 3:07 p.m., 5:16 p.m. The officer posted a picture of the vehicle in the garage.



9:05 a.m. The officer explained the park rules to someone with a dog on the grass.



1:03 p.m. The officer explained the park rules to a smoker charging a device at the Front 90.



9:00 p.m. The officer removed several loitering homeless people.

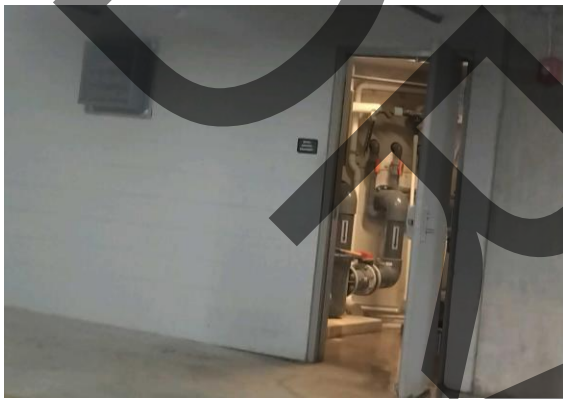
MONDAY, MARCH 17

6:00 a.m. The officer reported removing loiterers.

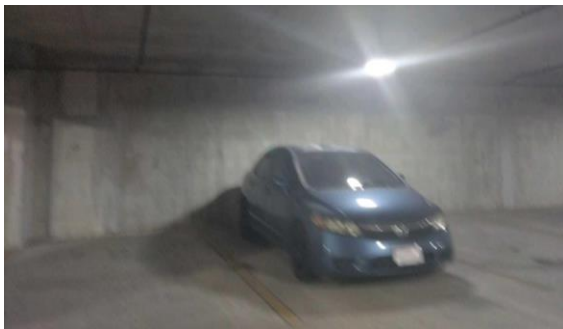
7:09 a.m. The officer reported that the storage door had been left unlocked. He woke a male sleeping at the Front 90 and explained the park rules.



9:03 a.m. The officer reported that the bayou mister equipment door had been left open.



9:03 a.m., 11:26 a.m., 12:04 p.m., 1:07 p.m., 3:03 p.m., 4:04 p.m., 5:30 p.m. The officer posted a picture of the car in the garage.



10:09 a.m. The officer reported a constable had arrived on the property and told the officer that the vehicle in the garage (a blue Honda Civic, 81EDQB/FL) had not been reported stolen. No case number was provided.



10:52 a.m. The officer explained the park rules to a male charging a bike, but the subject refused to comply. An additional officer was requested, and when the backup officer arrived, the subject agreed to leave.



11:26 a.m. The officer explained the park rules to someone charging a mobile device at the Front 90.



12:04 p.m. The officer explained the park rules to a male washing clothes at the Front 90.



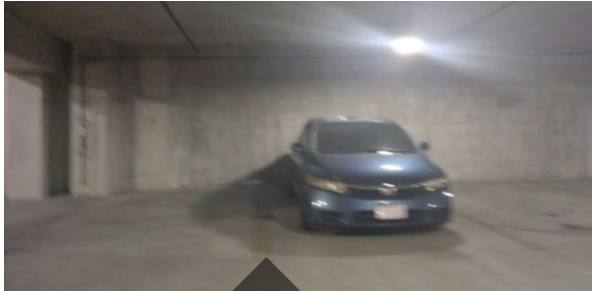
5:30 p.m. The officer explained the park rules to someone with a dog on the grass.

8:59 p.m. A District officer responded regarding a sleeping male at Bagby Park. The officer made contact with the subject, instructing him to go.



TUESDAY, MARCH 18

6:50 a.m., 8:05 a.m., 2:27 p.m., 5:46 p.m. The officer posted a picture of the vehicle in the garage.



6:50 a.m. The officer removed a male sleeping at exit 3.



9:00 a.m. The officer reported someone had used chalk to write on the sidewalk.



11:10 a.m. The officer explained the park rules to a male charging in the play area. The subject initially refused but eventually complied.



6:17 p.m. During a property check at Bagby Park, the officer explained the park rules to a smoker.

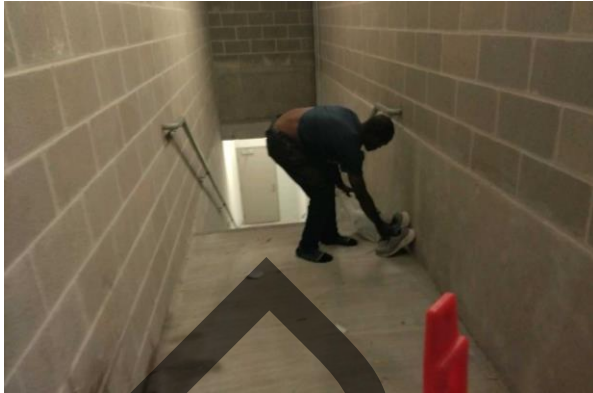


WEDNESDAY, MARCH 19

12:30 a.m. The officer removed a male loitering at exit 4.



3:30 a.m. The officer removed a loitering male at exit 2.



5:45 a.m., 10:07 a.m., 12:06 p.m., 1:03 p.m., 3:23 p.m., 4:22 p.m., 5:21 p.m. The officer posted a picture of the vehicle in the garage.



10:07 a.m. The officer explained the park rules to a male drinking alcohol, and the subject exited the park.



12:06 p.m. The officer woke two people who were charging devices and explained the park rules.

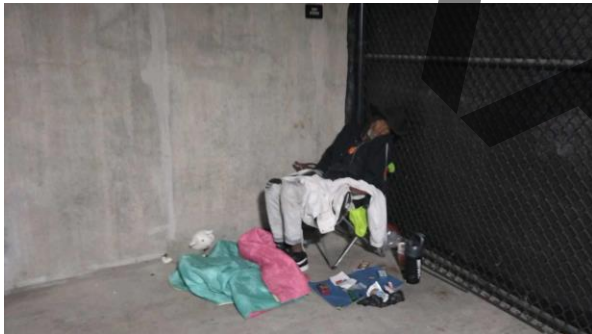
2:14 p.m. The officer explained the park rules to a smoker.



5:21 p.m. The officer explained the park rules to someone with a dog on the grass.

THURSDAY, MARCH 20

6:10 a.m. The officer removed two loitering males.



7:00 a.m., 8:01 a.m., 9:01 a.m., 10:04 a.m., 2:10 p.m., 6:30 p.m. The officer posted a picture of the vehicle in the garage.



1:05 p.m. The officer woke two people sleeping and explained the park rules.



FRIDAY, MARCH 21

5:30 a.m. While patrolling near Baldwin Park, a male approached the officer and asked to use his phone because someone was following him. Before the officer could respond, the police arrived, investigated, and determined that the subject had mental health issues. EMS arrived, but the subject refused medical attention. The police told the officer they had received calls about a suspicious person walking in the park and took the subject into custody to transport him to the sobering center.

12:00 p.m. The officer approached a panhandler at La Calle restaurant who left when he saw the officer. No contact was made.

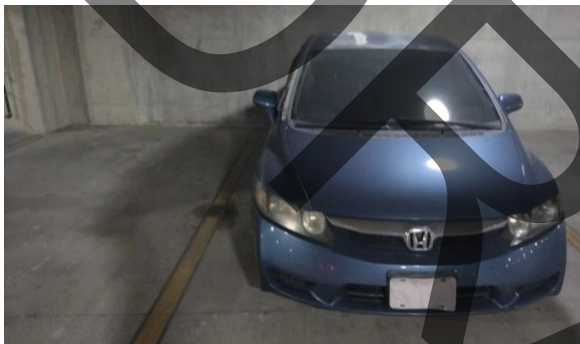
4:14 p.m. The officer explained the park rules to a smoker.



10:50 p.m. The officer woke a sleeping male and instructed him to leave.

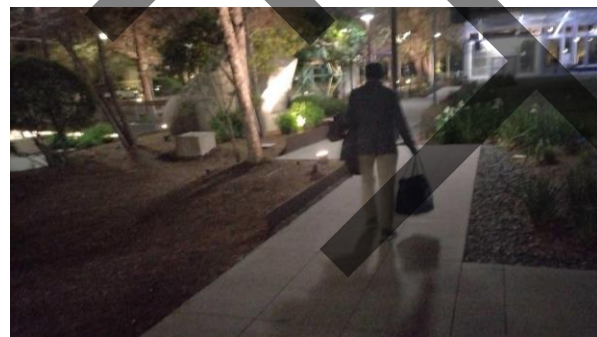
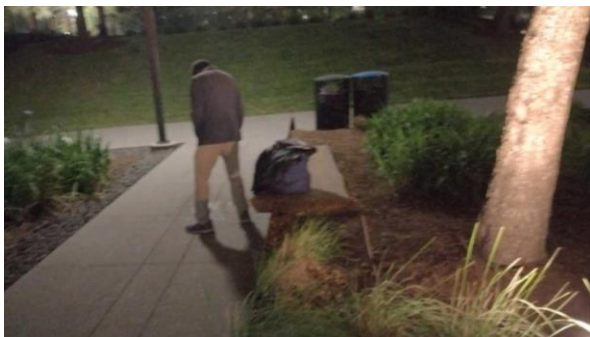


6:50 a.m., 9:13 a.m., 10:11 a.m., 2:05 p.m., 4:14 p.m., 11:30 p.m. The officer posted a picture of the vehicle in the garage.

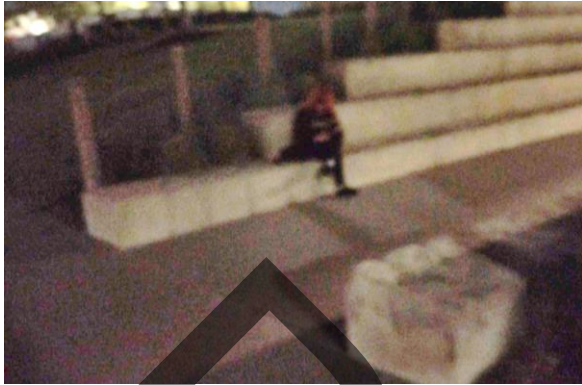


SATURDAY, MARCH 22

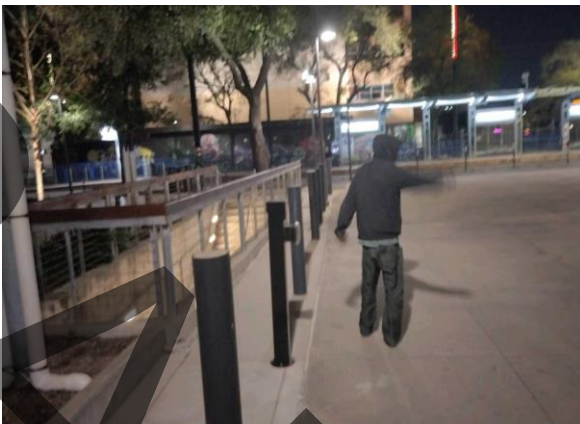
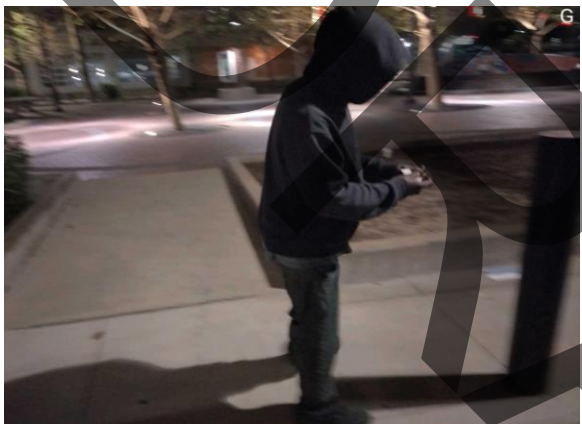
1:30 a.m. The officer removed a loiterer by the waterfall.



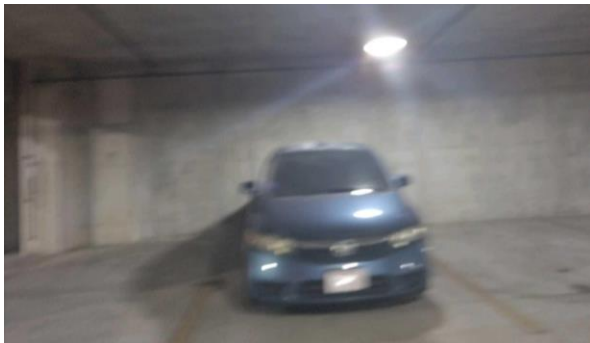
2:45 a.m. The officer removed a loitering homeless male.



5:00 a.m. The officer removed a loitering male.



6:50 a.m., 8:00 a.m., 11:11 a.m., 1:03 p.m., 2:30 p.m., 4:06 p.m. The officer posted a picture of the vehicle in the garage.



12:00 p.m. The officer woke a male sleeping on a table and explained the park rules.



7:10 p.m. The officer woke a sleeping male and instructed him to leave.



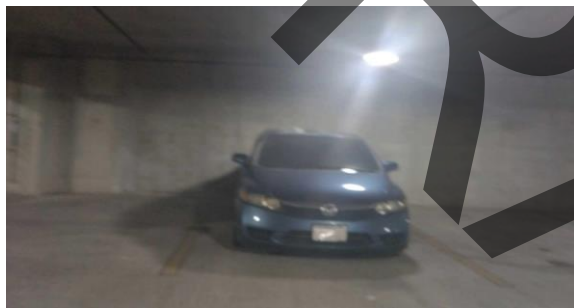
SUNDAY, MARCH 23

1:34 a.m. The officer noted graffiti on a sign near Pierce and Brazos.

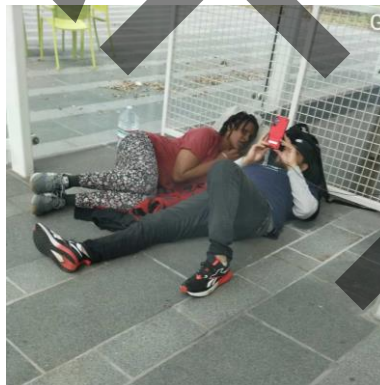
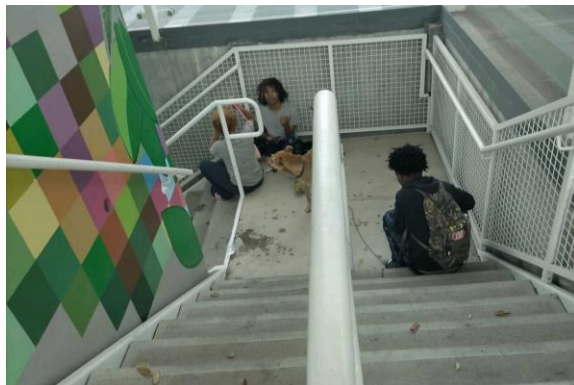


4:08 a.m. The officer requested EMS for a male who said his eyes hurt. EMS arrived and transported the subject to the hospital.

6:45 a.m., 8:08 a.m., 9:07 a.m., 10:08 a.m., 11:01 a.m., 12:12 p.m., 2:09 p.m., 4:06 p.m. The officer posted a picture of the vehicle in the garage.



2:09 p.m. The officer explained the park rules to several people smoking and charging by the elevator.



MONDAY, MARCH 24

5:00 a.m. The officer noted the power was down or shut off at Bagby Park.

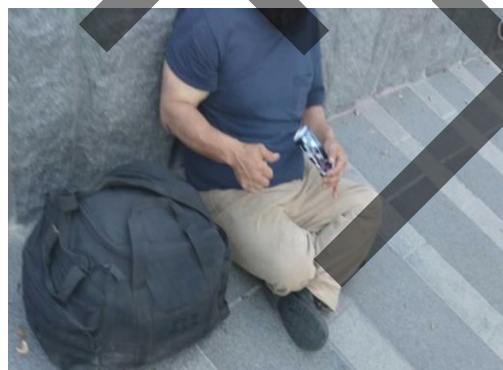
6:50 a.m., 8:00 a.m., 9:04 a.m., 9:55 a.m., 11:00 a.m., 2:08 p.m., 4:08 p.m., 5:01 p.m., 6:30 p.m. The officer posted a picture of the vehicle in the garage.



9:55 a.m. The officer explained the park rules to someone charging at the Front 90.



5:01 p.m. The officer explained the park rules to several people smoking while lying on the grass.



6:26 p.m. The officer removed three people loitering, drinking, and smoking from Bagby Park.



8:29 p.m. While patrolling Bagby Park, the officer was approached by a male who said a homeless male was harassing his family. The officer made contact with the subject and asked him to leave.

8:48 p.m. The officer woke a sleeping homeless person and instructed him to leave.



9:25 p.m. The officer woke a sleeping male and instructed him to go.



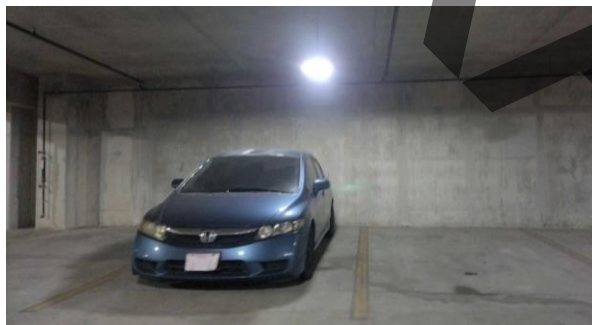
TUESDAY, MARCH 25

12:00 a.m. The officer removed four people loitering in Baldwin Park.

2:49 a.m. The officer woke three sleeping males (two in the middle of the two hills on Anita) and instructed them to leave.



7:12 a.m., 8:27 a.m., 8:50 a.m., 9:52 a.m., 12:00 p.m., 2:07 p.m., 3:19 p.m. The officer posted a picture of the vehicle in the garage.



7:12 a.m. The officer woke someone sleeping on a table at the Front 90 and instructed her to go.



7:35 a.m. Officer was contacted by dispatch regarding a male loitering in the dog park. The subject left at the officer's request.

8:27 a.m. The officer explained the park rules to two people charging phones.



8:50 a.m. Officer was contacted by dispatch to remove someone from the portable restroom so it could be cleaned. The officer made contact with the subject, who said the cleaner had not knocked on the door. The officer explained that he was there to clean and asked the subject to go. A backup officer was requested when the subject refused. The subject left when the backup officer arrived.



9:52 a.m. The officer explained the park rules to two smokers charging.



10:00 a.m. Officer was contacted by dispatch regarding a male causing a disturbance at La Calle restaurant. The subject was gone before the officer arrived.

11:05 a.m. The officer explained the park rules to two people cutting hair while smoking at a park table.



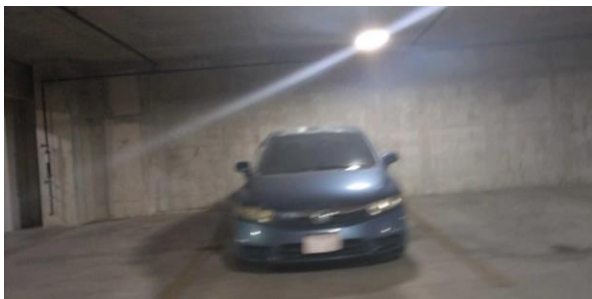
5:09 p.m. The officer woke a sleeping male and explained the park rules.



12:00 p.m., 6:00 p.m. The officer reported that someone used exit 4 as a restroom.

WEDNESDAY, MARCH 26

6:50 a.m., 3:04 p.m. The officer posted a picture of the vehicle in the garage.



10:02 a.m. The officer searched the area for a male who had threatened the La Calle employees, but no one suspicious was found.

THURSDAY, MARCH 27

6:50 a.m., 8:12 a.m., 10:10 a.m., 11:07 a.m., 12:07 p.m., 1:08 p.m., 2:06 p.m., 5:17 p.m. The officer posted a picture of the vehicle in the garage.



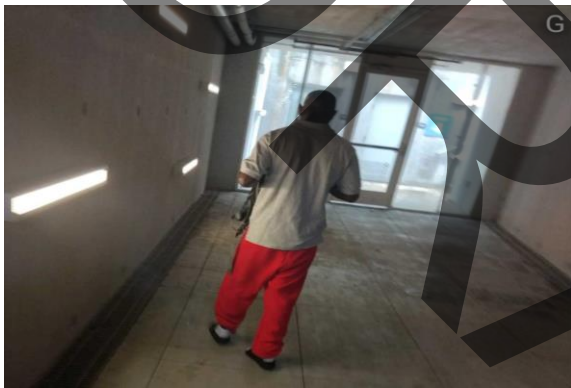
10:10 a.m. The officer reported that a TV had been left at the Front 90.



2:06 p.m. The officer explained the park rules to a smoker in the play area.



3:13 p.m. The officer explained the park rules to a loitering male at exit 4.



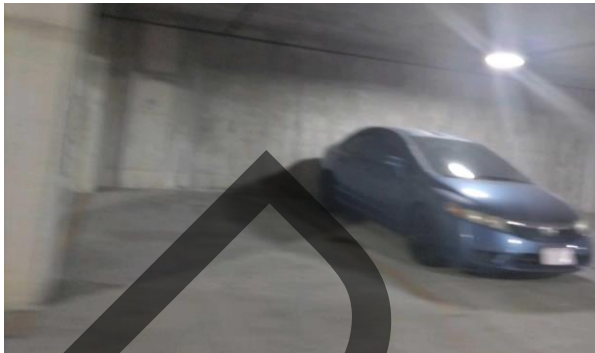
FRIDAY, MARCH 28

3:00 a.m. The officer removed a homeless male sleeping in Bagby Park.

1:08 p.m. The officer woke two sleeping males and explained the park rules.



10:06 a.m., 3:07 p.m., 4:11 p.m., 5:18 p.m., 6:20 p.m. The officer posted a picture of the vehicle in the garage.



SATURDAY, MARCH 29

12:00 a.m. The officer removed two males sleeping by the stage.

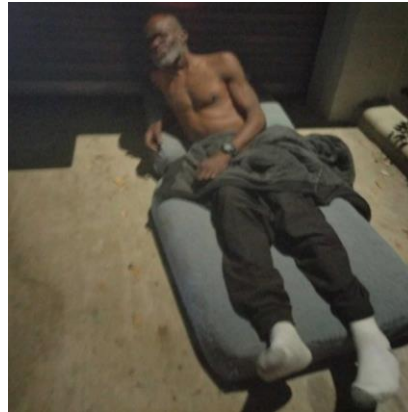
12:17 a.m. The officer reported that the waterfall at Bagby Park was not working.

12:06 p.m. The officer explained the park rules to smokers charging devices.



SUNDAY, MARCH 30

6:45 a.m. The officer woke a sleeping male and instructed him to leave.



MONDAY, MARCH 31

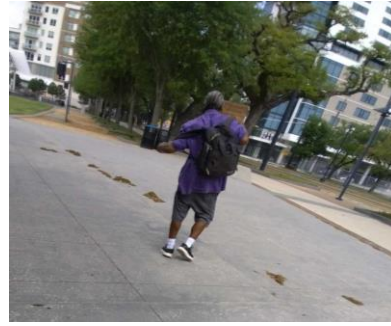
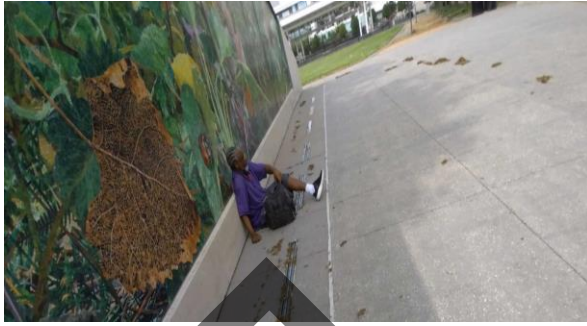
8:16 a.m. While patrolling the northeast side of the park, the officer made contact with the driver of a vehicle in a no-parking zone and identified him as someone with park management.



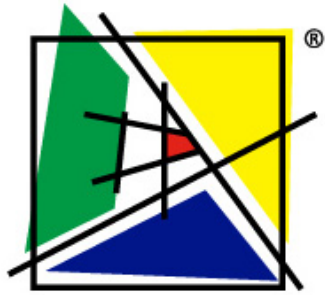
1:53 p.m. The officer explained the park rules to someone sitting on a park table.



3:20 p.m. The officer explained the park rules to a loiterer.



END OF REPORT



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PARKING

MIDTOWN PARK PARKING FACILITY OPERATIONS Overview

2025 Focuses:

Winpark will continue marketing efforts via Facebook and Google. We will continue tracking all local events and staffing appropriately.

Below is a list of continued efforts in 2025:

- Winpark will continue to offer to work with the clubs and restaurants in the area for any of their potential parking needs.
- Winpark will continue to contact surrounding establishments to foster relationships and bring awareness to the garage. This will include local dealerships ahead of hurricane season in efforts to obtain additional revenue by housing any vehicles needed. We plan to nurture our relationships with dealerships such as Knapp Chevrolet, Texas Direct Auto and Auto Alliance. We anticipate positive feedback as we have seen a recent uptick in weather-related damage in Houston.

- We will continue to market the garage for use on weekends as well as offering contracts to those employees of local businesses that may be in need. This is always a focus and will continue 2025.

2025 Monthly Contracts:

- * Park Houston (valet company): Starting April 3rd, Park Houston will utilize the garage Thursday-Sunday to park their overflow valet vehicles in the garage on a month-to-month basis. We will be charging \$3 per vehicle.
- Tarantino Properties: 50 parkers at \$100 per month/spaces are on a month-to-month basis

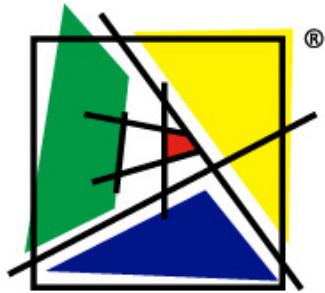
Property/Building Operations

- Monthly pressure washing of all stairwells to improve appearance of the garage
- More events on the books! We are looking forward to working with the MPC team and to organize any upcoming events.
- Winpark management walked through the garage with our porter, Dameon, to identify high traffic and problem areas in efforts to maintain the integrity of the garage.
- Winpark has obtained quotes for pressure washing, sweeping and new trash cans to enhance the overall appearance of the garage.
- Winpark recently power washed the entry ramps in efforts to maintain cleanliness



Garage Improvements:

- Winpark implemented the Lightning Pay technology for payment in late quarter 3 of 2024. This has been a wonderful fit with the gates still being free to pass, however allowing parkers to scan and pay via the QR codes throughout the garage. Customers are continuing to utilize this feature when visiting the garage. We look forward to further discussions regarding the enforcement process to potentially capture additional revenue.
- Additionally, we are working to get better covers for the equipment that is currently not being used.



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LEGAL

**WATER FEATURE MAINTENANCE SERVICES
AGREEMENT**

Between

**MIDTOWN IMPROVEMENT AND DEVELOPMENT
CORPORATION d/b/a MIDTOWN PARKS CONSERVANCY**

and

LAKE MANAGEMENT SERVICES, LP

Dated as of the Effective Date

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Exhibit A – Scope of Services

Exhibit B – Technical Specifications

**WATER FEATURE MAINTENANCE SERVICES
AGREEMENT
BY AND BETWEEN
MIDTOWN IMPROVEMENT AND DEVELOPMENT
CORPORATION d/b/a MIDTOWN PARKS CONSERVANCY
AND
LAKE MANAGEMENT SERVICES, LP**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

This Water Feature Maintenance Services Agreement (this “Agreement”) is made by and between the MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION d/b/a MIDTOWN PARKS CONSERVANCY, a Texas nonprofit corporation (“MPC”), and LAKE MANAGEMENT SERVICES, LP, a Texas limited partnership (the “Contractor”), and shall be effective as of April 14, 2025 (the “Effective Date”).

RECITALS

WHEREAS, the Board of Directors of MPC (the “MPC Board”) has determined that it is in the best interest of MPC to enter into a contract to provide certain water feature care and maintenance services within the boundaries of Reinvestment Zone Number Two, City of Houston, Texas (the “Zone”), 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

The terms defined in the preamble and Recitals shall have the meanings given to such terms therein, and the following terms have the following meanings:

“Authority” shall mean the Midtown Redevelopment Authority.

“Chief Operating Officer” shall mean the individual serving as the chief operating officer for MPC, or his or her designee.

“City” means the City of Houston, Texas.

“Expenses” shall mean those reasonable and necessary out-of-pocket costs related to the Services (as defined herein) and expressly authorized in writing by the Chief Operating Officer or the MPC Board.

“Services” shall mean such maintenance services described in this Agreement and in **Exhibit A** attached hereto and incorporated herein. The Services may be modified periodically by mutual agreement of the parties.

Section 2. Service Area

The Contractor shall provide the Services within the boundaries of the Zone at (1) Midtown Park & Plaza, located at 2811 Travis Street, Houston, Texas 77006 (“Midtown Park”), and (2) Bagby Park, located at 415 Gray Street, Houston, Texas 77002 (“Bagby Park”), as depicted in **Exhibit A** attached hereto and incorporated herein.

Section 3. Engagement of Contractor and Provision of Services

MPC hereby engages the Contractor, and the Contractor hereby accepts such engagement and agrees to provide, furnish, or perform the Services in an efficient and workmanlike manner, all as set forth in detail in **Exhibit A**.

The Contractor acknowledges and understands that the Services to be provided under this Agreement are being performed for the public benefit. The Contractor agrees to comply with all applicable City codes, ordinances and regulations 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.

3.1. Personnel. Prior to commencement of the Services, the Contractor shall provide to MPC in writing the names and qualifications of all proposed personnel. The Contractor shall not substitute or make changes to the personnel providing the Services without prior written notification to and approval by MPC. The 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.

3.2. Independent Contractor. The Contractor is an independent contractor and neither the Contractor nor any employees or personnel supplied or used by the Contractor in the performance of this Agreement shall be considered employees, agents, or subcontractors of MPC, the Authority, the Zone, or the City for any purpose whatsoever. MPC 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.

3.3. Weekly Report Log. Once per week, the Contractor shall provide to MPC a log of Services provided during the preceding week, including (but not limited to): daily tasks performed and completed, chemicals added, systems checked, issues identified, and water meter readings.

Section 4. Compensation

MPC will pay the Contractor a sum not to exceed FIVE THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$5,233.33) per month as compensation for provision of the Services. Compensation for a partial month shall be prorated

based on 260 workdays per year and the Contractor shall be paid for each day worked at the prorated amount.

In the event of inclement weather conditions which prevent all or a portion of Contractor's employees from providing any of the Services, the Contractor shall immediately notify the Chief Operating Officer or his designated representative that the Contractor is unable to perform the Services due to inclement weather conditions. The Contractor shall thereafter submit to the Chief Operating Officer or his designated representative a plan of action detailing how and when Contractor will provide the Services that the Contractor was unable to provide due to inclement weather conditions. Such plan of action must include a plan to resume testing and adjustment of chemicals in order to remain in compliance with Title 25 of the Texas Administrative Code. If such a plan of action is not presented within five (5) calendar days of the Contractor's inclement weather notice to the Chief Operating Officer or his designated representative, then MPC shall deduct the sum of \$241.54 per day for each day not worked from the monthly compensation. Any modification of the number of the Contractor's working days under this Agreement must be in writing and signed by the Chief Operating Officer.

The Contractor shall submit a written invoice and any supporting documentation, in form and substance acceptable to the Chief Operating Officer, for Services performed in accordance with this Agreement. The Contractor will not be compensated separately for attending meetings of the MPC Board or with MPC staff regarding Services performed pursuant to this Agreement. Invoices for fees and reimbursement of Expenses, if any, shall be submitted to MPC each month on or before the 10th 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 Chief Operating Officer or the MPC Board reviews and approves such invoice in accordance with the provisions of Section 5 of this Agreement. Neither the Chief Operating Officer nor the MPC Board shall unreasonably withhold, delay or deny the approval or payment of any invoices from the Contractor.

Invoices and supporting documentation shall be emailed to David Thomas at accounting@midtownhouston.com and dthomas@midtownhouston.com or may be mailed or hand-delivered to the following address:

Midtown Parks Conservancy
Attention: David Thomas
410 Pierce Street – Suite 355
Houston, TX 77002

Section 5. Reimbursement of Expenses

MPC 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 Chief Operating Officer for approval. If Contractor's request for reimbursement of Expenses is approved, at the time of payment of such reimbursement, Contractor shall provide MPC 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 MPC.

The Contractor is solely responsible for the costs of providing all materials and supplies necessary to perform the Services required under this Agreement, including, but not limited to, the cost of tools, equipment, fuel, etc. Additionally, the Contractor is solely responsible for any and all costs associated with removal and disposal of any trash and debris. Contractor agrees to properly dispose of all trash and debris in accordance with any applicable federal or state law and any municipal ordinance. Failure to do so may result in termination of this Agreement.

Section 6. Workmanship and Inspection

The Contractor warrants that all work shall be performed in a good and workmanlike manner and to the satisfaction of MPC and in complete accordance with the specifications in this Agreement, including the exhibits attached hereto and incorporated herein. MPC will conduct periodic random inspections of the work performed. At its option, MPC 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.

6.1. **Compliance with Technical Specifications.** Contractor shall adhere to all relevant industry best practices and standards associated with water feature maintenance, including but not limited to the technical manuals linked in **Exhibit B** attached hereto and incorporated herein.

Section 7. Drug Abuse Detection and Deterrence

It is the policy of MPC to achieve a drug-free workforce and workplace; therefore, the manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractor or its employees while providing Services to or on behalf of MPC or while on property owned or managed by MPC, the Authority, or the City is strictly prohibited. Contractor shall have a drug-free workplace policy and shall comply with the requirements of such policy while performing the Services pursuant to this Agreement.

Section 8. Authorization to Begin Work

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

Section 9. Term and Termination

The Agreement shall commence on the Effective Date and remain in effect for a term expiring on the date one year after the Effective Date (the "Initial Term"), unless otherwise terminated as provided herein. At the conclusion of the Initial Term, MPC shall have the option to renew the Agreement for two (2) consecutive renewal terms of one (1) year each, by giving Contractor 30 days' written notice of MPC's desire to exercise its option to renew.

MPC may terminate this Agreement at any time with or without cause by giving 30 days' written notice to Contractor. On receiving such notice of Termination, Contractor shall, unless the notice directs otherwise, discontinue all Services under this Agreement 30 days after receipt of such notice. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR

SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR MPC'S EXERCISE OF ITS 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 MPC'S TERMINATION.

MPC may terminate this Agreement immediately and without notice for good cause in the event of a default by Contractor. Default by Contractor shall include 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, MPC may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. MPC may, at its sole option, extend the termination date to a later date to allow Contractor to cure the default. If MPC allows Contractor to cure the default and Contractor does so to MPC'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 MPC defaults and fails to cure the default after receiving written notice of such default. Default by MPC occurs if MPC 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 Chief Operating Officer describing the default and the proposed termination date. The date must be at least 30 days after the Chief Operating Officer receives such written notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If MPC cures the default before the proposed termination date, then the proposed termination is ineffective. If MPC 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 MPC, the Authority, the Zone, and the City are named as additional insureds under Contractor's insurance policies. All such insurance policies shall be obtained from insurance companies with a rating of B+ or better and a financial size category of Class VI or better, according to the current year's BEST rating.

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

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

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

Section 11. Indemnification and Release

A. INDEMNITY FOR PERSONAL INJURIES. THE CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND MPC, THE AUTHORITY, THE ZONE, AND THE CITY, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "INDEMNIFIED PERSONS"), FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY ACT 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 MPC, THE AUTHORITY, THE ZONE, AND THE CITY, FOR ANY AND ALL INJURY OR DAMAGE TO PROPERTY OF MPC, THE AUTHORITY, THE ZONE, OR THE CITY 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 MPC, or by state and federal law or regulation for a period of four (4) years following the termination of this Agreement. Contractor agrees to allow MPC reasonable access to documents and records in Contractor's possession, custody, or control that MPC deems necessary to assist MPC in determining compliance with this Agreement. Contractor further agrees to cooperate with MPC and, upon request, to provide necessary information to the Chief Operating Officer in order to assist MPC in complying with agreements with third parties, including but not limited to the Authority, the Zone, the City, the State of Texas and United States of America. Contractor's obligations under this Section 12 shall survive the termination of this Agreement.

Section 13. Personal Liability of Public Officials

To the extent permitted by State law, no director, officer, employee or agent of MPC, the Authority, the Zone, or the City 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 transmission confirmed by mailing written confirmation

at substantially the same time as such electronic transmission, or personally delivered to the receiving party at the following addresses:

If to MPC:

Midtown Parks Conservancy
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Chief Operating Officer
Email: vwilliams@midtownhouston.com

If to the Contractor:

Lake Management Services, LP
1600 Highway 6 South Ste 245
Sugar Land, Texas 77478
Attn: Joseph Voigt, Vice President
Email: joe@lmslp.com

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

Section 15. Successors and Assigns

All covenants and agreements contained by or on behalf of MPC 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 MPC. MPC 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. Should any provision of this Agreement require judicial interpretation, MPC 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. [Reserved]

Section 18. Amendments and Waivers

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

Section 19. Dispute Resolution

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

19.2. Subject to the Contractor's obligation to comply with the requirements of the foregoing Section 19.1, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement, Contractor hereby agrees that this Agreement is performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Houston, Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding. Furthermore, to the fullest extent permitted by law, Contractor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to or connected with this Agreement in any state court in Houston, Harris County, Texas. Finally, Contractor hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Houston, Harris County, Texas, has been brought in an inconvenient forum.

19.3. If Contractor brings any claim against MPC and Contractor does not prevail with respect thereto, Contractor shall be liable for all attorneys' fees incurred by MPC as a result thereof.

Section 20. Exhibits; Titles of Articles, Sections and Subsections

Any exhibits attached to this Agreement (including any electronic documents for which a link is contained therein) 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 21. Entire Agreement

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

[Signatures continue 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 and made effective as of the Effective Date hereof.

MIDTOWN IMPROVEMENT AND
DEVELOPMENT CORPORATION d/b/a
MIDTOWN PARKS CONSERVANCY,
a Texas nonprofit corporation

By: _____
Name: _____
Title: Executive Director

LAKE MANAGEMENT SERVICES, LP,
a Texas limited partnership

By: _____
Name: _____
Title: _____

EXHIBIT A**Water Feature Maintenance Operations****Scope of Services**

[Attached]

DRAFT

SECTION 2 – SCOPE OF WORK

IMPLEMENTATION PLAN

It is imperative that the selected contractor is well prepared to assume the duties on the effective date. To accomplish this, the contractor must have staffing, materials and equipment prepared and ready to assume the roles and responsibilities to fulfill the contract.

PROJECT SCOPE OF WORK:

Provide care and maintenance for the water features at Midtown Park & Plaza and Bagby Park located at 2811 Travis Street and 415 Gray Street respectively. In general, the scope includes an interactive rain splash pad, mosaic water feature, bayou with reflection pool water feature, a calm pool and an architectural water feature with three (3) basins.

Contractor will provide once a week care and maintenance for the water features described above. Care and maintenance for this project shall be generally described as providing cleaning of the water features, inspection of the equipment, and adjusting water quality. The bayou with reflection pool scope includes quarterly deep cleaning services. The interactive feature scope includes yearly winterization and spring start-up procedures. Interactive rain fountain scope includes granite paver adjustments.

Water features include an interactive water feature and must comply with the Texas Department of State Health Services Title 25 Texas state code which requires daily chemical adjustments (when fountains are active) and record keeping to be kept onsite. Contractor shall include chemical costs in their proposal price.

System Assessment

- Selected contractor's first task is to perform a full system assessment identifying any and all required system repairs, replacements or maintenance items.

Care & Maintenance General

- Once a week care and maintenance with report log
- Once a week visual inspection of the mechanical, electrical and plumbing systems
- Backwashing or cleaning of the filtration unit (if necessary)
- Cleaning the pump strainer and skimmers (if applicable)
- Adding and adjusting the chemicals of the water feature for proper water quality and balance in compliance with Texas code Title 25 (if applicable)
- Light vacuuming of feature (as needed)
- Pressure and vacuum gauge monitoring

- General housekeeping of the equipment space and vaults
- Surface skimming and brushing of the water feature
- Cleaning of backwashing of Y-strainer (if applicable)
- Visual inspection of secondary sanitation systems (if applicable)
- Check of control system and verification of system performance and timing
- Paver adjustments (keeping pavers in alignment and graded properly) when applicable
- Inspection of UV bulbs – **Provide status of UV output and report bulb quality**
- Nozzle cleaning and adjustments
- Inspection of water feature lighting

Bayou Quarterly Deep Clean

- Shutdown pumps and drain the feature completely
- Pump out reflecting pool to storm drainage
- General debris removal for all areas
- Algae removal from concrete locations in the Bayou
- Power wash all areas
- Bring equipment back online
- Fill and restart the feature

Rain Interactive Splash Pad Winterization

- Drain the entire splash pad system, including filters
- Removal and replacement of select pavers to vacuum debris from upper pool
- Remove filter cartridges
- Inspect UV bulbs and shutdown UV system
- Remove chemical tanks and flush lines as needed
- Inspection of all systems and features
- Provide report with associated costs for any repairs required

Rain Interactive Splash Pad Spring Startup

- Install new cartridges for filters
- Removal and replacement of select pavers to debris from upper pool
- General inspection to ensure working system in upper pool and in equipment space
- Install chemical tanks, fill and prepare system to bring back online
- Fill pool and piping, purge air as required
- Startup filtration and effects systems
- Re-inspect UV bulbs and bring UV sanitizer back online

Calm Pool Quarterly Cleaning

- Shutdown pumps
- Pump out calm pool to storm drain
- Remove excess plant material, muck and debris
- Clean inlet sparger and grates

- Restart fountain and ensure it fills properly

Exclusions

- Repair or service work (to be performed as an additional service)

Additional services (proposal as requested)

- Draining and refilling the water feature beyond quarterly deep cleaning services
- Removal of mineral or organic deposits from the water feature
- Repair work of any kind such as equipment and plumbing replacement or repair
- Replacement of wear and tear items such but not limited to skimmer baskets, strainer baskets, UV bulbs, sand filter media, fountain lights and cartridge filters
- After hour emergency services

General Daily Task Summary – Midtown Park Rain Splash Pad Feature – SEVEN (7) site visits per week (while in service)

- When Midtown Park Rain Splash Pad water feature is in service (generally March through October) SEVEN (7) visits per week to perform water quality testing ensuring proper water quality and balance in compliance with Texas code Title 25
- Adding and adjusting the chemicals for proper water quality and balance in compliance with Texas code Title 25

General Weekly Task Summary

- Water quality testing: Test pH, chlorine and other relevant parameters associated with performance
- Debris removal: clear leaves, trash, and other debris from the water surface and surrounding areas
- Inspect pumps and filters: check for proper operation and any signs of wear or clogging
- Check water levels: ensure water levels are maintained, adjusting as necessary
- Monitor algae growth: inspect for signs of algae and treat as needed
- Inspect lighting: check that all lights are functioning correctly and replace bulbs as necessary
- Inspect decking and barriers: check for damage or instability on surrounding surfaces and edges
- Record keeping: document all visits and report any issues, repairs or changes made during visits

General Monthly Task Summary

- Quarterly Deep cleaning: conduct a thorough cleaning of the water feature, including the various basins and surrounding areas.
- Inspect and clean filters: remove and clean filters to ensure optimal operation, backwash as needed
- Detailed visual inspection: review mechanical, electrical, controls, and plumbing systems

- Check water features: inspect functional components of features for proper and efficient operations. Ensure pop jet nozzles performance and timing including nozzle cleaning and alignment
- Complete and review maintenance logs: analyze previous month's logs for trends and recurring issues
- Check landscaping: assess the surrounding landscape within the Bayou and recommend necessary adjustments or maintenance requirements such as invasive species removal and tree pruning
- Inspect for erosion: examine banks and edges for signs of erosion or structural issues
- Restock supplies: ensure all maintenance supplies are adequately stocked (chemicals, tools, etc)
- General housekeeping: ensure all storage and supply closets are well kept and clean and accessible.

General Yearly Task Summary

- Summary of water quality analysis: conduct detailed testing and analysis, as required and report any issues
- Upgrade or replace equipment: assess the need for upgrades or replacements of pumps, filters and other essential equipment. Bring any findings to the attention of MPC.
- Full system assessment identifying any and all required system repairs and required replacements. These identified deficiencies will be considered additional services. Contractor to provide MPC with cost proposal to address identified deficiencies.
- Major cleaning and maintenance: perform a thorough overhaul, including draining the water feature if necessary. Deep cleaning of water features, example rock elements at Bagby Park, vacuuming of water features, etc.
- Plan for seasonal changes: prepare for seasonal shifts including winterizing
- Check compliance: ensure the features meet all local regulations and codes

SCHEDULING OF WORK

Midtown Parks Conservancy will work with selected contractor to procure a final work schedule to identify any adjustments in the frequency of services as defined above to keep the water features running in optimal condition.

There may be instances when selected contractor will be required to perform emergency repairs and/or chemical treatments in an expedited manner. Selected contractor must possess the flexibility to respond with little to no notice as directed by MPC.

PERSONNEL

The selected contractor shall employ competent, experienced personnel that can perform the required work as described above. After the contract approval notification and prior to beginning work, the selected contractor shall furnish in writing the name and qualifications of the proposed personnel that will be dedicated to this contract. The selected contractor shall not substitute or make changes in dedicated personnel without written notification and approval to MPC.

QUALITY CONTROL

Selected contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality at no additional cost. Contractor to fully adhere to manufacturers' instructions and specifications.

PROOF OF MAINTAINING

Upon completion of individual site visits, the selected contractor will be required to provide a weekly report log indicating work has been completed. Reports shall include but not be limited to the following: daily tasks performed and completed, chemicals added, systems checked, issues identified, water meter readings, etc.

DRAFT

Bagby Park Fountains – 415 Elgin Street, Houston, Texas 77002



WATER FEATURE(S)

The water feature is centrally located in the park at the east end of the lawn.



EQUIPMENT/PUMP ROOM

The water feature equipment/pump room is located directly north of the water feature.

Midtown Park Fountains – 2811 Travis Street, Houston, Texas 77002



 **WATER FEATURES**



 **EQUIPMENT/PUMP ROOMS**

The water feature equipment/pump rooms for these features are located beneath the surface of the park in the underground parking garage. Each feature has a dedicated room with available storage and supply closets located adjacent to the "Rain Fountain" equipment room.

MIDTOWN BAYOU



RAIN FOUNTAIN



CASCADING FOUNTAIN



EXHIBIT B**Technical Specifications**

1. Rain Splash Pad Feature Reference

“Revised Houston Rain manual - 6-5-18.pdf”

at: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:3404ef99-89df-4825-a6e2-302017056f0d>

2. Bayou/Calm Pool Reference

“Revised Houston Bayou Manual - Revised 6-5-18.pdf”

at: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:c56f605c-ee47-477b-91b0-e501fb4fb4ad>

3. Mosaic Fountain Reference

“Houston Midtown Front 90 Manual.pdf”

at: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:a978fb7b-bbba-45ab-bddb-44cf81d365db>



midtown
H O U S T O N

LEGAL
S.E.A.L. Solutions Renewal

SECURITY SERVICES CONTRACT

This SECURITY SERVICES CONTRACT (this "Contract") is entered into as of April 1st, 2025 (the "Commencement Date"), between **SEAL Security Solutions LLC**, a Texas limited liability company (the "Contractor"), and **Midtown Improvement and Development Corporation d/b/a Midtown Parks Conservancy**, a 501(c)(3) not for profit corporation organized and existing under the laws of the State of Texas to manage certain public parks and other properties within the City of Houston (the "Park") (hereinafter the Contractor and the Park may be referred to collectively as the "Parties").

Whereas, the Contractor employs licensed security officers that provide services to various political subdivisions of the State of Texas, and such licensed security officers meet all requirements set forth under applicable Texas laws; and

Whereas, the Park by and through its Board of Directors (the "Board") wishes to contract with Contractor to provide the licensed security officers to provide security services and thereby protect certain properties managed by the Park;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. SCOPE OF SERVICES.

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

2. BILLING: PAYMENT.

- (a) The Park shall pay the Contractor for the Services as specified in **Schedule A**. The rates contained in **Schedule A** shall become effective as of the Commencement Date and shall remain in force for one year thereafter. The Park will not be charged sales taxes or any other tax on the performance of this Contract; as a 501(c)(3) not for profit corporation, it is tax exempt.
- (b) The Park agrees to pay holiday rates for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (c) Overtime other than holidays is not authorized. Overtime referring to any hours over contracted hours. Overtime may be paid upon written request by the Park's Director of Public Safety (the "Director of Public Safety"), or for emergencies requiring officers to remain on post beyond scheduled shifts, subject to approval

thereof by the Director of Public Safety and/or the Park's Director of Operation of Strategic Planning. The Park agrees to pay overtime rates, based on contract billing rates found in **Schedule A**.

- (d) Contracted hours will include drive time not to exceed 30 minutes each way.
- (e) Fuel Surcharge Clauses: A fuel surcharge totaling 3% of the Park's monthly invoice amount will be added for each 50-cent increment that fuel (gasoline (87)) rises above \$4.00 per gallon (monthly average). Fuel pricing information will be obtained from AAA's Fuel Gauge Report and based on the monthly average for the Houston, TX metro area.
- (f) Credit Card Payment Surcharge Clause: A convenience fee of 3% will be applied to the total for all payments when paid by credit card.
- (g) Contractor will invoice Park monthly for the Services performed. All invoices must be received by the 5th of each month and will be paid on the 10th of the succeeding month.
- (h) If the Park contracts with a third-party compliance/risk management vendor, the Park shall pay all third-party fees, costs, expenses and assessments in connection with such services.

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

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

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

5. INSURANCE AND INDEMNITY. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Park evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Contract. Certified copies of each policy shall be furnished to the Park upon the Park's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Contract. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Park or others. Cancellation or expiration of any of said insurance policies shall not preclude the Park from recovery thereunder for any liability arising under this Contract.

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

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

Contractor's insurance shall include the following endorsements:

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

the termination date of the current certificates of insurance during the term of this Contract.

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

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

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

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

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE PARK FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE PARK.

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

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

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

8. COMPLIANCE.

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

9. SEVERABILITY OF PROVISIONS. The covenants and provisions contained in this Contract are separate and independent and in the event any section, paragraph or provision hereof shall be declared invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Contract, which should be construed as

if such invalid, illegal or unenforceable section, paragraph or provision had never been contained herein.

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

11. GOVERNING LAW; VENUE. This Contract and all amendments, modifications, alterations or supplements hereto shall be deemed to have been executed in and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising under this Contract shall be in a court of appropriate jurisdiction in Harris County, Texas.

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

To Contractor: SEAL Security Solutions LLC
1525 Blalock Road
Houston, Texas 77080
Attention: Grant Goldin

To Park: Midtown Parks Conservancy
410 Pierce Street, Suite 355
Houston TX 77002
Attention: Executive Director

13. NON-WAIVER. Any failure of either party to strictly enforce the provisions of this Contract shall not constitute a waiver of any contractual rights hereunder, unless such waiver is in writing signed by the waiving party.

14. INDEPENDENT CONTRACTOR. The relationship of Contractor to Park under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship between the Parties. Contractor shall be responsible for payroll, payroll taxes (including Federal and State withholding taxes, Federal Social Security taxes and State unemployment taxes), costs of any background checks, uniforms and all other expenses of Contractor in conjunction with the performance of this Contract.

15. LICENSES AND PERMITS. Contractor, its officers and employees, shall be duly licensed and will obtain all permits necessary and required to perform Services by the State of Texas, Harris County or the City of Houston.

16. NO THIRD-PARTY BENEFICIARIES. The Services are being provided only to Park or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this

Contract. Contractor shall not be liable to any persons or entities not a party to this Contract for any bodily injuries, including death, or property damage, unless caused by Contractor.

17. ENTIRE AGREEMENT. This Contract is the final expression and embodies the entire agreement of the Parties relating to the subject matter hereof. No amendment or modification of this Contract shall be valid or binding upon the Parties unless made in writing and properly executed by Contractor and Park.

18. MISCELLANEOUS.

- (a) All references to the Parties shall include the plural as well as the singular, and heirs, legal representatives, successors and permitted assigns, whether the same is masculine, feminine or neutral.
- (b) Each individual executing this Contract on behalf of a political subdivision, a limited liability company, a corporation, a partnership or any other legal entity (the "entity") represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the entity, and that this Contract is binding upon said entity in accordance with its terms.
- (c) All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.
- (d) The captions, section numbers and articles appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Contract.
- (e) The Park understands that the Contractor reserves the right to suspend K9 Service and not put a K9 on property in the event of inclement weather, severe rain or thunderstorms or excessive heat or cold.
- (f) The Contractor may provide the Park with information on actual, suspected, and potential incidents, including criminal activity or security concerns. Any information the Contractor provides to the Park is based on the information at the time of reporting to the Park, from sources believed to be reliable, and is true to the best of the Contractor's knowledge. The Park agrees that the Contractor provides such information to the Park for its sole use and purpose in the management and execution of authorized duties. The Park further acknowledges and accepts that the Contractor does not intend for the information that it provides to be disclosed to, relied on, or otherwise used by, anyone other than those authorized to receive such information, and understands that such information may contain personal, private, or otherwise identifying information and may compromise the safety and security of others. As such, the Park expressly agrees that any publication, dissemination, or disclosure of information that the

Contractor provides the Park of any kind to anyone not authorized to receive such information shall be at the Park's sole risk and liability.

DRAFT

IN WITNESS WHEREOF the Parties have caused this Contract to be executed as of the Commencement Date.

SEAL Security Solutions LLC

**Midtown Improvement and
Development Corporation d/b/a
Midtown Parks Conservancy**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

Schedule A

A. Place of Performance: The following properties managed by the Park:

- Midtown Park, Midtown Park Plaza and Midtown Park Garage
- Bagby Park
- Baldwin Park
- Glover Park

B. Scope of Work: Security Patrol

Security officers to conduct armed patrols of the Park-managed properties listed in this Schedule A.

- Patrols will be 168 hours per week.
- One (1) Level III Commissioned Security Officer per shift.
- One (1) Marked Patrol Vehicle per shift.
- Record patrol activities through internal reporting system; Daily Officer Report.
- Provide Contractor's GPS system generated reports on Park patrols as requested by the Director of Public Safety.
- Provide monthly activity report to the Park. Electronic copies forwarded to Executive Director are acceptable.
- Attend monthly Park public safety meetings (if applicable) and Board meetings. The Contractor will provide 3 printed copies of the monthly reports as well as a digital copy. An additional fee of \$3.00 will be incurred for all printed copies made by the Contractor.
- Develop and maintain cordial working relationship with visitors and customers of the Park-managed properties listed in this Schedule A to foster open communications and most importantly, information sharing regarding area criminal activities.
- Develop and maintain cordial working relationship with Houston Police Department, as well as all other local, state and federal law enforcement agencies.
- Inspect Park-managed properties listed in this Schedule A for tagging and graffiti and report weekly to the Director of Public Safety. Electronic reports (e-mail) are acceptable.

- Distribute security-related materials to area residents and customers at the request of the Park. Requests will be made to Contractor's Vice President of Strategic Development and approved prior to distribution.
- Take immediate, appropriate action and report all criminal and or suspicious activities to Houston Police Department and the Director of Public Safety. ***All incidents involving felony crimes or use of force must be reported to the Director of Public Safety within 24 hours of occurrence.***
- Contractor must be Texas State Licensed Security Guard Company with current liability insurance policy.
- Officers must provide their own transportation, uniforms, and equipment. All equipment must be properly maintained so that officers can devote their time to patrolling the Park-managed properties.
- Contractor is authorized to provide 168 hours of security coverage per week. The Board and the Contractor will agree on the specific hours which the Director of Public Safety shall revise at the request of the Board. A week is defined as seven consecutive days, Monday through Sunday.

C. Summary of Rates:

Service Hours: 168 hours per week

Hourly Rate: \$32.75 an hour

Holiday Rate: \$49.13 an hour

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

Event Rate Policy:

Event Security Services is defined as any security services requested and provided, for less than the standard 8-hour shift. Event Security Services will be billed at **\$200.00 per officer** and will include up to 4 hours of security coverage. Any additional security coverage at the location, will be billed at a rate of \$45.00 per hour, or part thereof, per officer, Event Security Services provided on any of the listed

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

accountingmpc@midtownhouston.com

DRAFT