

# MONTROSE MANAGEMENT DISTRICT



Agenda and Agenda Materials  
Meeting of the Board of Directors

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March 7, 2011

# MONTROSE MANAGEMENT DISTRICT

## NOTICE OF MEETING

### **TO: THE BOARD OF DIRECTORS OF THE MONTROSE MANAGEMENT DISTRICT AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that a meeting of the Board of Directors of the Montrose Management District will be held on Monday, March 7, 2011, at 12:00 pm at 5020 Montrose Blvd., Suite 201, Houston, Texas 77006, inside the boundaries of the District, open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

### **AGENDA**

1. Determine quorum; call to order;
2. Approve minutes of meeting held February 15, 2011;
3. Adopt resolution establishing additional meeting place of the Montrose Management District within the boundaries of the District;
4. Receive public comments;
5. Conduct annual review of Investment Policy and adopt Resolution Regarding Annual Review of Investment Policy;
6. Accept and authorize filing of Disclosure Statements from Investment Officer/Bookkeeper;
7. Consider Montrose Management District FY 2011 Operating Budget;
8. Receive and consider Montrose Management District's monthly financial report and pay invoices;
9. Receive Montrose Management District's monthly Assessment Collection Report and Billing and Assessment Summary, Lawsuit and Arbitration Status Detail, and Delinquent Assessment Report;
10. Receive report with regard to lease space for District office;
11. Receive and consider recommendations from the Public Safety Committee related to:
  - a. Patrol Activity Report for the month of February;
  - b. Purchase of chair for the Neartown Storefront;
12. Receive update and consider recommendations from the Business and Economic Development Committee related to:
  - a. An agreement with Curb Branding in the amount of \$8,100 to develop a District logo;
13. Receive and consider resolution in support of the Texas Bottle Bill;
14. Ratify existing contracts with the former East Montrose Management District (HCID No. Six);
15. Approve Professional Services and Project Management Contract with Hawes Hill Calderon, LLP;
16. Receive Executive Director's Monthly Report on Action Initiatives in Support of the Montrose Management District;
17. Adjourn.



Executive Director

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's Executive Director at (713) 595-1200 at least three business days prior to the meeting so that the appropriate arrangements can be made.

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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2. Approve minutes of meeting held February 15, 2011.



**MINUTES OF THE JOINT MEETING  
OF  
HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER SIX  
(EAST MONTROSE MANAGEMENT DISTRICT)  
AND  
HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 11  
(WEST MONTROSE MANAGEMENT DISTRICT)**

**BOARD OF DIRECTORS**

**February 15, 2011**

**Determine quorum; call to order.**

The Boards of Directors of the East Montrose Management District and the West Montrose Management District held a meeting on Tuesday, February 15, 2011, at 4:00 p.m. in the 1st floor meeting room of the Freed-Montrose Branch Public Library, 4100 Montrose, Houston TX 77006 inside the boundaries of the East Montrose Management District and outside the boundaries of the West Montrose Management District, open to the public. Chairman Wynn of the West Montrose Management District called the meeting to order at 4:11 p.m. and the roll was called of the duly appointed members of the Boards, to wit:

East Montrose Management District:

Position 1: Kathy Hubbard	Position 7: Tammy Manning
Position 2: Claude Wynn	Position 8: Allen Ueckert
Position 3: Michael Grover, <i>Chairman</i>	Position 9: David Robinson
Position 4: Tom Fricke	Position 10: Randall Ellis, <i>Vice Chair</i>
Position 5: Brad Nagar, <i>Secretary</i>	Position 11: Vacant
Position 6: Vacant	

and all of the above were present with the exception of Directors Manning, Nagar and Ueckert, thus constituting a quorum.

West Montrose Management District:

Position 1: Claude Wynn, <i>Chairman</i>	Position 6: Vacant
Position 2: Allen Ueckert	Position 7: Vacant
Position 3: Randy Mitchmore	Position 8: Marchris Robinson
Position 4: Cassie B. Stinson	Position 9: Dennis Murland
Position 5: Michael Carter	Position 10: Robert Jara

and all of the above were present with the exception of Director Ueckert, thus constituting a quorum.



Also present at the meeting were David Hawes; Susan Hill and Josh Hawes, all of Hawes Hill Calderon, L.L.P.; Pat Hall, Equi-Tax, Inc.; and Clark Lord, Athea Davis, Patti Easley and Amanda Edwards, Vinson & Elkins, L.L.P.

**Approve minutes of meeting held January 10, 2011.**

Upon a motion duly made by Director Mitchmore and being seconded by Director Marchris Robinson, the Board of West Montrose Management District voted unanimously to approve the minutes of its meeting held January 15, 2011.

**Receive public comments.**

There were no public comments.

**Discuss and consider consolidation of East Montrose Management District and West Montrose Management District, including:**

- a. East Montrose Management District - Adopt Resolution Proposing Consolidation of East Montrose Management District with West Montrose Management District, Authorizing Delivery of Resolution to the West Montrose Management District Board of Directors, and Proposing Terms and Conditions for Consolidation**
- b. West Montrose Management District - Adopt Resolution Proposing Consolidation of West Montrose Management District with East Montrose Management District, Authorizing Delivery of Resolution to the East Montrose Management District, and Proposing Terms and Conditions for Consolidation**

Mr. Lord reviewed and explained the process and proceedings involved in consideration of the proposed Consolidation of the two Districts. He said that each District will hold a separate public hearing today on this matter and that the two boards will reconvene following the two public hearings to vote on the Consolidation. He said the Consolidation Agreements include Terms and Conditions relating to governance, financial debts and obligations and operational policies. He said the new District will be named the Montrose Management District, if the merger is approved. Director David Robinson noted that the geographic area is also often referred to as "Neartown." Mr. Lord further explained that the new District would be governed by a board of 15 directors comprised of those individuals who currently serve on the two boards. He also noted that the Service Plan for the West Montrose Management District is seven years in length, so that its term will coincide with the remaining seven years on the Service Plan of the East Montrose Management District.

Upon a motion duly made by Director Jara and being seconded by Director Mitchmore, the Board of the West Montrose Management District voted unanimously to adopt a Resolution proposing Consolidation of the West Montrose Management District with the East Montrose Management District, authorizing delivery of the Resolution to the East Montrose Management District, and proposing Terms and Conditions for Consolidation.

Chairman Grover of the East Montrose Management District then called the East Montrose Management District board meeting to order at 4:33 p.m.

**Approve minutes of meeting held January 10, 2011.**

Upon a motion duly made by Director Hubbard and being seconded by Director Wynn, the Board of the East Montrose Management District voted unanimously to approve the minutes of its meeting held January 15, 2011.

**Receive public comments.**

There were no public comments.

**Discuss and consider consolidation of East Montrose Management District and West Montrose Management District, including:**

**a. East Montrose Management District - Adopt Resolution Proposing Consolidation of East Montrose Management District with West Montrose Management District, Authorizing Delivery of Resolution to the West Montrose Management District Board of Directors, and Proposing Terms and Conditions for Consolidation**

**b. West Montrose Management District - Adopt Resolution Proposing Consolidation of West Montrose Management District with East Montrose Management District, Authorizing Delivery of Resolution to the East Montrose Management District, and Proposing Terms and Conditions for Consolidation**

Upon a motion duly made by Director Wynn and being seconded by Director Hubbard, the Board of the East Montrose Management District voted unanimously to adopt a Resolution proposing Consolidation of the East Montrose Management District with the West Montrose Management District, authorizing delivery of the Resolution to the West Montrose Management District, and proposing Terms and Conditions for Consolidation.

Mr. Lord introduced the staff members present from Vinson & Elkins, L.L. P. who will assist with conducting the two public hearings on the matter of the proposed Consolidation. Both boards went into recess at 4:35 p.m. in order to hold their separate public hearings. Both boards reconvened their meetings at 5:10 p.m. It was noted that there were no public comments during either of the public hearings.

**Reorganize Board of Directors and Appoint Officers.**

Mr. Lord recommended that a slate of proposed officers for the new District should be recommended and presented to the two boards for a vote. The following slate of officers was proposed for the Montrose Management District:



Proposed Officers:

- Claude Wynn, Chairman
- Randy Mitchmore, Vice Chairman
- Cassie B. Stinson, Secretary
- Brad Nagar, Assistant Secretary
- Kathy Hubbard, Treasurer

Upon a motion duly made by Director Mitchmore and being seconded by Director Jara, the Board of the West Montrose Management District voted unanimously to accept and approve the proposed slate of officers.

Upon a motion duly made by Director Fricke and being seconded by Director David Robinson, the Board of the East Montrose Management District voted unanimously to accept and approve the proposed slate of officers.

**Consider Approval of Consolidation Agreement between East Montrose Management District and West Montrose Management District and Approval of Consolidation:**

- a. East Montrose Management District - Adopt Resolution Approving Consolidation Agreement between East Montrose Management District and West Montrose Management District and Approving Consolidation**
- b. West Montrose Management District - Adopt Resolution Approving Consolidation Agreement between East Montrose Management District and West Montrose Management District and Approving Consolidation**
- c. East Montrose Management District - Adopt Order Consolidating East Montrose Management District and West Montrose Management District.**
- d. West Montrose Management District - Adopt Order Consolidating East Montrose Management District and West Montrose Management District.**

Upon a motion duly made by Director David Robinson and being seconded by Director Hubbard, the Board of the East Montrose Management District voted unanimously to adopt a Resolution approving the Consolidation Agreement between the East Montrose Management District and the West Montrose Management District and approving the Consolidation, as well as to adopt the Order consolidating the East Montrose Management District and the West Montrose Management District.

Upon a motion duly made by Director Jara and being seconded by Director Stinson, the Board of the West Montrose Management District voted unanimously to adopt a Resolution approving the Consolidation Agreement between the East Montrose Management District and the West Montrose Management District and approving the Consolidation, as well as to adopt the Order consolidating the East Montrose Management District and the West Montrose Management District.



**Conduct annual review of Investment Policy and adopt Resolution Regarding Annual Review of Investment Policy.**

This meeting agenda item was tabled.

**Accept and authorize filing of Disclosure Statements from Investment Officer and bookkeeper.**

This meeting agenda item was tabled.

**Approve invoices submitted for payment.**

Mr. David Hawes provided a brief overview of the invoices to be considered for payment by the East Montrose Management District. Following discussion, and upon a motion duly made by Director Wynn and being seconded by Director Hubbard, the Board voted unanimously to approve the invoices and authorize payment.

**Other Business.**

Mr. Hawes noted that the Montrose Management District will hold its monthly Board meetings at noon on the second Monday of each month at Traditions Bank.

Chairman Wynn of the West Montrose Management District expressed his gratitude and sincere thanks to Chairman Grover of the East Montrose Management District for his outstanding leadership during the past three years.

**Adjourn.**

There being no further business to come before the Board, Chairman Grover adjourned the meeting of the East Montrose Management District at 5:20 p.m. Chairman Wynn adjourned the meeting of the West Montrose Management District at 5:22 p.m.



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Secretary, Board of Directors  
East Montrose Management District



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Secretary, Board of Directors  
West Montrose Management District

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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5. Conduct annual review of Investment Policy and adopt Resolution Regarding Annual Review of Investment Policy.

**RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY  
OF MONTROSE MANAGEMENT DISTRICT**

WHEREAS, Montrose Management District (the "District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to municipal management districts; and

WHEREAS, the Board of Directors has convened on this date at a meeting open to the public to conduct the District's annual review of its Investment Policy, pursuant to Chapter 49, Texas Water Code, and Chapter 2256, Texas Government Code as amended from time to time; Now, Therefore,

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

Section 1: The Board of Directors of the District hereby adopts the Amended Investment Policy, attached hereto.

Section 2: The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Directors.

PASSED AND APPROVED this 7<sup>th</sup> day of March, 2011.

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)



CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

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

1. The Board of Directors of Montrose Management District convened in regular session on the 7<sup>th</sup> day of March, 2011, at a regular meeting place inside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Claude Wynn	Chairman
Randy Mitchmore	Vice Chairman
Marchris Robinson	Secretary
Dennis Murland	Assistant Secretary
Allen Ueckert	Director
Cassie Stinson	Director
Michael Carter	Director
Robert Jara	Director
Michael Grover	Director
Randall Ellis	Director
Brad Nagar	Director
Kathy Hubbard	Director
Tom Fricke	Director
Tammy Manning	Director
David Robinson	Director

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

RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY  
OF MONTROSE MANAGEMENT DISTRICT

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

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and

members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 7<sup>th</sup> day of March, 2011.

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Secretary, Board of Directors  
Montrose Management District

(SEAL)

## AMENDED INVESTMENT POLICY

This Amended Investment Policy (the "Policy") is adopted by the Board of Directors of Montrose Management District (the "District") pursuant to Chapter 2256 of the Texas Government Code and Chapter 49 of the Texas Water Code, effective as of March 7, 2011.

### ARTICLE I PURPOSE

#### Section 1.01. Purpose.

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

### ARTICLE II DEFINITIONS

#### Section 2.01. Definitions.

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

- A. The term "Authorized Collateral" means any means or method of securing the deposit of District funds authorized by Chapter 2257, Texas Government Code.
- B. The term "Authorized Investment" means any security which the District is authorized to invest under Chapter 2256, Texas Government Code.
- C. The term "Board" means the Board of Directors of the District.
- D. The term "Collateral" means any means or method of securing the deposit of District funds under Article IV hereof.
- E. The term "Collateral Act" means Chapter 2257, Texas Government Code, as amended from time to time.
- F. The term "Director" means a person elected or appointed to serve on the Board of Directors of the District.



- G. The term "District Officials" means the Investment Officer, District Directors, officers, employees, and persons and business entities engaged in handling the investment of District funds.
- H. The term "Employee" means any person employed by the District, but does not include independent contractors or professionals hired by the District as outside consultants, such as the District bookkeeper or the District's financial advisor.
- I. The term "Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.
- J. The term "Investment Officer(s)" means the Director(s) or Employee(s) of the District appointed from time to time by the Board or independent contractor(s) or a person with whom the District has contracted to invest and reinvest the funds of the District held in its various accounts.

### ARTICLE III INVESTMENT OFFICER

#### Section 3.01. Investment Officer.

From time to time, the District shall appoint one or more of its Directors or Employees or contract with a person to serve as Investment Officer(s) to handle the investment of District funds. The Investment Officer(s) shall be responsible for investing District funds in accordance with this Policy. The Investment Officer(s) shall invest the District's funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the following objectives in order of priority: (a) preservation and safety of principal; (b) liquidity; and (c) yield.

#### Section 3.02. Training.

The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Laws. The District bookkeeper shall also attend the same number and type of investment training sessions as those required for the Investment Officer(s).

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

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer and District Officials shall prepare and submit to the Board a written report of the investment transactions for all funds of the District for the preceding reporting period. The report must (1) describe in detail the investment position of the District on the date of the report, (2) be prepared jointly by all the Investment Officers of the District, if the District appoints more than one, (3) be signed by all Investment Officers and District Officials who prepare the report, (4) state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested, (5) state the maturity date of each separately invested asset that has a maturity date, (6) state the

District fund for which each individual investment was acquired, and (7) state the compliance of the investment portfolio as it relates to this Policy and the Investment Act.

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

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

- A. presenting a copy of the Policy to any person or business organization seeking to sell an investment to the District and obtaining the necessary written certification from such seller referred to in this section;
- B. handling investment transactions;
- C. preparing and submitting to the Board the written report of all investment transactions for the District as required by this section;
- D. researching investment options and opportunities;
- E. obtaining written depository pledge agreements as required herein;
- F. obtaining safe-keeping receipts from the Texas financial institution which serves as a depository for pledged Collateral; and
- G. reviewing the market value of the District's investments and of the Collateral pledged to secure the District's funds.

ARTICLE IV

PROCEDURES FOR INVESTMENT OF DISTRICT MONIES

Section 4.01. Qualified Broker/Dealers.

The Board, by written resolution, shall establish the list of qualified broker/dealers attached hereto as Exhibit B, with whom the District may engage in investment transactions. The Board shall, at least annually, review, revise, and adopt such list.

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

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



#### Section 4.03. Certifications from Sellers of Investments.

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

#### Section 4.04. Solicitation of Bids for Certificates of Deposit.

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

#### Section 4.05. Settlement Basis.

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

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

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

- A. Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
- B. Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
- C. Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
  - (1) the lower of two bids obtained from securities broker/dealers for such security;



- (2) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
  - (3) the bid price published by any nationally recognized security pricing service; or
  - (4) the market value quoted by the seller of the security or the owner of such Collateral.
- D. Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two bids obtained from securities broker/ dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in 4.06(C) hereof.

## ARTICLE V

### PROVISIONS APPLICABLE TO ALL FUNDS

#### Section 5.01. Provisions Applicable to All Fund Groups.

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

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

C. No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Operating Account and in the Capital Projects (Construction) Account shall not be commingled or pooled for purposes of investment.

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

A. The District recognizes that FDIC (or its successor) insurance is available for District funds deposited at any one Texas Financial Institution (including branch banks) only up to the maximum FDIC insurance limit (including accrued interest) for each of the following: (i) demand deposits, (ii) time and savings deposits, and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders. It is the policy of the District that all deposited funds in each of the District's accounts shall be insured by the FDIC, or its successor, and to the extent not insured, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.

B. If it is necessary for the District's depositories to pledge Collateral to secure the District's deposits, (1) the Collateral pledge agreement must be in writing, (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee, (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes



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

C. Collateral pledged by a depository shall be held in safekeeping at an independent third party institution, and the District bookkeeper shall obtain safe-keeping receipts from the Texas financial institution or the safekeeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the District. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's, or its successor's, insurance limits or the market value of the Collateral pledged as security for the District's deposits. It shall be acceptable for the bookkeeper to periodically receive interest on deposits to be deposited to the credit of the District if needed to keep the amount of the funds under the insurance or Collateral limits. It is the preference of this Board that there be no sharing, splitting or cotenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and District Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The District bookkeeper shall monitor the pledged Collateral to assure that it is pledged only to the District, review the fair market value of the Collateral to ensure that the District's funds are fully secured, and report periodically to the Investment Officer and the Board regarding the Collateral.

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

- (1) Surety bonds;
- (2) An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
- (3) A general or special obligation that is (a) payable from taxes, revenues, or a combination of taxes and revenues and (b) issued by a state or political

or governmental entity, agency, instrumentality or subdivision of the state, including a municipality, an institution of higher education as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital;

- (4) A fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
- (5) A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act; or
- (6) A security in which a public entity may invest under the Investment Act. As of the date of this Agreement, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:
  - (a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
  - (b) Direct obligations of the State of Texas or its agencies and instrumentalities;
  - (c) Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
  - (d) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities;
  - (e) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
  - (f) Certificates of deposit issued by a state or national bank domiciled in this State or a savings bank domiciled in this State or a state or federal credit union domiciled in this State that are guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or its successor that are secured by the obligations in which the District may invest under the Investment Act;
  - (g) Repurchase agreements that comply with the Investment Act;



- (h) Bankers' acceptances that comply with the Investment Act;
- (i) Commercial paper that complies with the Investment Act;
- (j) No-load money market mutual funds that comply with the Investment Act;
- (k) No-load mutual funds that comply with the Investment Act; and

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

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

#### Section 5.03. Diversification.

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

### ARTICLE VI AUTHORIZED INVESTMENTS

#### Section 6.01. Authorized Investments.

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

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- B. Direct obligations of the State of Texas or its agencies and instrumentalities;

- C. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- D. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities;
- E. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- F. Certificates of deposit issued by a state or national bank domiciled in Texas, or a savings bank domiciled in Texas, or a state or federal credit union domiciled in Texas that is guaranteed or insured by the Federal Deposit Insurance Corporation or the national Credit Union Share Insurance Corporation or its successor; and secured by obligations that are authorized under the Investment Act;
- G. Repurchase agreements that comply with the Investment Act;
- H. Bankers' acceptances that comply with the Investment Act;
- I. Commercial paper that complies with the Investment Act;
- J. No-load money market mutual funds that comply with the Investment Act;
- K. No-load mutual funds that comply with the Investment Act; and
- L. TexPool, TexStar, and Texas Cooperative Liquid Assets Securities System Trust ("Texas CLASS"), investment pools, provided that they comply with the Investment Act.

Section 6.02. Prohibited Investments.

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

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (CO's);
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's);
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

- D. Collateralized mortgage obligations the interest rate of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

## ARTICLE VII INVESTMENT STRATEGIES

### Section 7.01. Strategy Applicable to All Funds.

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

- A. Understanding of the suitability of the investment to the financial requirements of the District;
- B. Preservation and safety of principal;
- C. Liquidity;
- D. Marketability of the investment if the need arises to liquidate the investment before maturity;
- E. Diversification of the investment portfolio; and
- F. Yield.

### Section 7.02. Investment Strategy for all Funds.

All District funds shall be invested to meet the requirements of the District and shall not be invested for longer than two (2) years.

## ARTICLE VIII MISCELLANEOUS

### Section 8.01. Annual Review.

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

### Section 8.02. Superseding Clause.

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



Section 8.03. Open Meeting.

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

EXHIBIT A

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

To: Montrose Management District (the "District")

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

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

Date: \_\_\_\_\_, 2\_\_\_\_

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

1. I am an individual offering to enter into an investment transaction with the District or a "qualified representative" of the Business Organization offering to enter an investment transaction with the District, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code, and that I meet all requirements under such act to sign this Certificate.
2. I or the Business Organization, as applicable, anticipate selling to the District investments that comply with the District's Investment Policy and the Investment Act (collectively referred to herein as the "Investments") dated March 7, 2011 (the "Investment Policy").
3. I or a registered investment professional that services the District's account, as applicable, have received and reviewed the Investment Policy, which the District has represented is the complete Investment Policy of the District now in full force and effect. The District has further acknowledged that I or the Business Organization, as applicable, may rely upon the Investment Policy until the District provides me or the Business Organization, as applicable, with any amendments to or any newly adopted form of the Investment Policy.
4. I or the Business Organization, as applicable, have/has implemented reasonable procedures and controls in an effort to preclude investment transactions between the District and me or the Business Organization, as applicable, that are not authorized by the Investment Policy, except to the extent that this authorization is

dependent upon an analysis of the District's entire portfolio or requires an interpretation of subjective investment standards.

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

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

**Investments other than certificates of deposit are not FDIC insured, are not deposits or other obligations of me, the Business Organization or any of its affiliates, and are subject to investment risks, including possible loss of the principal amount invested.**



## EXHIBIT B

### List of Qualified Broker/Dealers

Allegiance Bank	Memorial City Bank
Allied Houston Bank	Merrill Lynch & Co.
Amegy Bank of Texas, N. A.	Metro Bank, N.A.
Bank of America N.A.	Midkiff & Stone Capital Group, Inc.
Bank of Houston	MidSouth Bancorp, Inc.
Bank of Texas N.A.	Moody National Bank
Beal Bank SSB	Morgan Keegan, Inc.
Capital Bank	Morgan Stanley
Capital Markets of Dallas	New First National Bank
Capital One	North Houston Bank
Central Bank	Northwest Investment Services, Inc.
Chase Investments Services Corp.	Omni Bank N.A.
Chasewood Bank	Partners Bank of Texas
Coastal Securities Ltd.	Patriot Bank
Comerica Bank	Plains State Bank
Commercial State Bank	Post Oak Bank
Community State Bank	Preferred Bank
Community State Bank Austin	Prosperity Bank
Compass Bank	Prudential Securities Incorporated
Countrywide Financial Corporation	Raymond James & Associates, Inc.
Crosby State Bank	RBC Dain Rauscher Inc.
Dean Witter, Inc.	Regions Bank
Encore Bank	Smith Barney
Enterprise Bank	Security State Bank
First Bank Bellaire	Southwest Securities, Inc.
First Bank of Conroe	State Bank of Texas
First Bank of Missouri City	State Street Bank & Trust Co.
First Bank of Texas	Sterling Bank
First Bank & Trust	Sun America Securities, Inc.
First Choice Bank	Tex Star Investment Pool
First Community Bank	Texas Capital Bank N.A.
First National Bank Bastrop	Texas Class
First National Bank Edinburg	Texas Citizens Bank
Fiserv Investor Services	Texas Community Bank
First National Bank of Texas	Texas First Bank
First Texas Bank	Texas Independent Bank
Frost Bank	Texas Savings Bank
Green Bank	Texas State Bank/Division of Compass Bank
Guaranty Federal Bank	Texpool/Texpool Prime
Herring National Bank	The Bank of River Oaks
Hometown Bank, N.A.	The Right Bank for Texas
Houston Community Bank N.A.	Tradition Bank
International Bank of Commerce	Tri Star Financial
Ironstone Bank	Trustmark National Bank
JP Morgan Chase	UBS Financial Services, Inc.
JP Morgan Securities Inc.	Union Planters Bank, N.A.
JP Morgan Trust Company, N.A.	Unity National Bank
Legg Mason Wood Walker, Inc.	Wachovia Bank, N.A.
LOGIC	Wallis State Bank

Lone Star Bank  
Lone Star Investment Pool  
LPL Financial Services  
Main Street Bank  
Merchants Bank

Wells Fargo Bank, N.A.  
Wells Fargo Brokerage Services, LLC  
Whitney National Bank  
Woodforest National Bank

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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6. Accept and authorize filing of Disclosure Statements from Investment Officer/Bookkeeper.



## MEMORANDUM

Date: March 7, 2011

To: Board of Directors  
Montrose Management District

Copy: Board of Directors  
Attorney for the District  
Texas Ethics Commission

From: Municipal Accounts & Consulting, L.P.

Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

As bookkeeper and Investment Officer for the District, I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the District as of the date of this memorandum, in compliance with the Public Funds Investment Act and with the District's Investment Policy.

1. I have the following "personal business relationships" with individuals or entities who are offering to engage, have offered to engage or may offer to engage in an investment transaction with the District:

(a) I own (i) ten per cent (10%) or more of the voting stock or shares or (b) \$5,000 or more of the fair market value of the following business organizations:

(b) I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year:

(c) I acquired from the following business organizations during the previous year investments with a book value of \$2,500 or more for my personal account:

2. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code, to the following individuals who are seeking, have sought or may seek to sell an investment to the District:

3. I acknowledge that this disclosure will be filed with the Board of Directors of the District and the Texas Ethics Commission by the District.

\_\_\_\_\_  
(SIGNATURE)

## MEMORANDUM

Date: March 7, 2011

To: Board of Directors  
Montrose Management District

Copy: Board of Directors  
Attorney for the District  
Texas Ethics Commission

From: Municipal Accounts & Consulting, L.P.

Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

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(b) I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year:

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(SIGNATURE)

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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7. Consider Montrose Management District FY 2011 operating budget.



Montrose Management District  
Proposed FY 2011 Budget

	East Zone FY2010 Annual Budget	East Zone FY2010 Projected Expenditures	East Zone Service Area FY2011 Annual Budget	West Zone Service Area FY2011 Annual Budget	Total Zone FY2011 Annual Budget
<b>Sources of Funds</b>					
14110 • Assessments	433,146.00	503,774.92	416,479.20	865,825.88	1,282,305.08
14112 • Assessment Refunds	100.00	0.00	(60,840.00)	(8,900.00)	(69,740.00)
14310 • Penalties & Interest	10,000.00	19,839.90	10,000.00	10,000.00	20,000.00
14370 • Interest Earned on Temp. Invest	150.00	221.92	250.00	500.00	750.00
14380 • Interest	1,000.00	87.34	85.00	170.00	255.00
14380 • Creation Reimbursement	0.00	0.00	0.00	0.00	0.00
14390 • Ending FY 2010 Fund Balance	76,953.00	0.00	333,338.73	0.00	333,338.73
<b>Total Sources</b>	<b>521,349.00</b>	<b>523,924.08</b>	<b>699,313.25</b>	<b>867,595.88</b>	<b>1,566,909.13</b>
<b>Uses of Funds</b>					
<b>Business Development</b>					
16124 • Marketing & Public Rel Director	13,500.00	13,500.00	5,846.21	12,153.79	18,000.00
16125 • Marketing & Public Relations	51,900.00	10,155.52	92,735.26	47,264.74	140,000.00
16130 • Publications	11,500.00	1,740.00	0.00	0.00	0.00
16131 • Web Site Development	3,500.00	4,500.00	2,598.32	5,401.68	8,000.00
16135 • Economic Development Services	0.00	0.00	3,897.47	8,102.53	12,000.00
16140 • Web Site Main./Host/I.T.	3,000.00	2,950.00	1,948.74	4,051.26	6,000.00
16145 • IT Maintenance	3,000.00	1,750.00	0.00	0.00	0.00
<b>Total Business Development</b>	<b>86,400.00</b>	<b>34,595.52</b>	<b>107,026.00</b>	<b>76,974.00</b>	<b>184,000.00</b>
<b>Project Staffing &amp; Admin</b>					
16150 • Admin & Management	17,900.00	17,900.04	8,184.69	17,015.31	25,200.00
16160 • Reimbursable Expenses	1,000.00	5,246.27	2,435.92	5,064.08	7,500.00
16170 • Reimbursable Mileage	1,600.00	3,515.22	811.97	1,688.03	2,500.00
16180 • Postage, Deliveries	1,800.00	2,432.36	811.97	1,688.03	2,500.00
16190 • Printing & Reproduction	3,000.00	5,001.00	1,948.74	4,051.26	6,000.00
16200 • Public Notices, Advertising	110.00	1,086.28	389.75	810.25	1,200.00
16210 • Project Management	33,100.00	33,099.96	15,200.15	31,599.85	46,800.00
16210 • Director of Services	0.00	0.00	15,714.94	32,670.06	48,385.00
16220 • Legal Services	12,000.00	17,858.00	3,897.47	8,102.53	12,000.00
16250 • Bookkeeping	7,500.00	7,300.00	2,370.96	4,929.04	7,300.00
16260 • Assess Data Mgmt & Billing Svcs	12,800.00	6,721.92	8,330.82	13,161.26	21,492.08
16270 • Office Supplies	700.00	948.31	1,169.24	2,430.76	3,600.00
16280 • Other	4,000.00	85.70	100.00	100.00	200.00
16290 • Office Lease Space	0.00	0.00	4,709.45	9,790.55	14,500.00
16291 • Office Equipment	0.00	0.00	2,598.32	5,401.68	8,000.00
16340 • Auditing Fees	7,250.00	10,100.00	11,000.00	0.00	11,000.00
16530 • Insurance & Surety Bond	10,200.00	2,821.73	1,136.76	2,363.24	3,500.00
<b>Total Project Staffing &amp; Admin</b>	<b>112,960.00</b>	<b>114,116.79</b>	<b>80,811.16</b>	<b>140,865.92</b>	<b>221,677.08</b>

Montrose Management District  
Proposed FY 2011 Budget

	East Zone FY2010 Annual Budget	East Zone FY2010 Projected Expenditures	East Zone Service Area FY2011 Annual Budget	West Zone Service Area FY2011 Annual Budget	Total Zone FY2011 Annual Budget
<b>HCID 11 Creation Costs</b>					
East Zone Reimbursement	0.00	0.00	0.00	0.00	0.00
Hawes Hill Calderon	0.00	0.00	0.00	66,300.00	66,300.00
Vinson & Elkins	0.00	0.00	0.00	69,345.13	69,345.13
Equi Tax	0.00	0.00	0.00	6,771.00	6,771.00
	0.00	0.00	0.00	142,416.13	142,416.13
<b>Security and Public Safety</b>					
15415 · Vehicle Maintenance & Operations	5,000.00	1,454.04	1,299.16	2,700.84	4,000.00
15420 · Contract Public Safety Services	85,000.00	99,352.14	100,000.00	120,000.00	220,000.00
15425 · Mobile Camera Program	20,000.00	4,578.24	18,000.00	18,000.00	36,000.00
15430 · Cell Phone	650.00	616.37	402.74	837.26	1,240.00
15450 · Public Safety Insurance	4,000.00	0.00	1,299.16	2,700.84	4,000.00
16100 · Store Front Equipment	1,500.00	0.00	487.18	1,012.82	1,500.00
16101 · Public Safety Training	0.00	0.00	3,247.89	6,752.11	10,000.00
16102 · Public Safety Equipment	0.00	0.00	3,247.89	6,752.11	10,000.00
16103 · Vehicle and Equipment	0.00	0.00	0.00	40,000.00	40,000.00
16110 · Graffiti Abatement	30,000.00	33,480.00	35,000.00	40,000.00	75,000.00
16111 · Light Outage Survey	0.00	0.00	591.12	1,228.88	1,820.00
Total Security and Public Safety	146,150.00	139,480.79	163,575.15	239,984.85	403,560.00
<b>Visual Improvements &amp; Cultural</b>					
16212 · Beautification Design & Install	100,000.00	12,636.00	100,000.00	25,000.00	125,000.00
Total Visual Improvements & Cultural	100,000.00	12,636.00	100,000.00	25,000.00	125,000.00
<b>Mobility &amp; Transportation</b>					
17001 · Transportation Inventory Contract	0.00	0.00	0.00	80,000.00	80,000.00
Total Mobility & Transportation	0.00	0.00	0.00	80,000.00	80,000.00
Total Uses of Funds	445,510.00	300,829.10	451,412.31	705,240.90	1,156,653.21
Planned Reserves	75,839.00	223,094.98	247,900.95	162,354.98	410,255.92

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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8. Receive and consider Montrose Management District's monthly financial report and pay invoices.





MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

## **Montrose Management District**

### **Bookkeeper's Report**

March 7, 2011

Harris County ID No. 6 -GOF  
**Cash Flow Report - Checking Account**  
As of March 7, 2011

Num	Name	Memo	Amount	Balance
BALANCE AS OF 2/16/2011				\$14,178.14
<b>Receipts</b>				
	Assessment Revenue		715.85	
	Assessment Revenue		306.25	
	Assessment Revenue		323.68	
	Assessment Revenue		263.49	
	Interest		7.79	
<b>Total Receipts</b>				1,617.06
<b>Disbursements</b>				
2431	Houston Chronicle	Legal Notice	(2,161.88)	
2432	Aaron Day	Security Expense	(420.00)	
2433	Alaina Gimdt	Security Expense	(1,806.00)	
2434	John Obenhaus	Security Expense	(1,260.00)	
2435	Keith Mountain	Security Expense	(840.00)	
2436	Leon Laureano	Security Expense	(420.00)	
2437	Richard Kuo	Security Expense	(840.00)	
2438	Victor Beserra	Security Expense	(3,156.47)	
Bank Chrg	Tradition Bank	Wire Transfer Fee	(5.00)	
Bank Chrg	Tradition Bank	Wire Transfer Fee	(5.00)	
Bank Chrg	Tradition Bank	Service Charge	(10.00)	
Bank Chrg	Tradition Bank	Wire Transfer Fee	(5.00)	
<b>Total Disbursements</b>				(10,929.35)
BALANCE AS OF 3/7/2011				<u><u>\$4,865.85</u></u>

Montrose Management District  
**Cash Flow Report - Checking Account**  
 As of March 7, 2011

Num	Name	Memo	Amount	Balance
BALANCE AS OF 2/16/2011				\$0.00
<b>Receipts</b>				
	Wire Transfer		25,000.00	
	Wire Transfer		<u>95,000.00</u>	
<b>Total Receipts</b>				120,000.00
<b>Disbursements</b>				
2439	Elite Reporting Service, Inc.	Transcript Services	(1,516.00)	
2440	Equi-Tax, Inc.	Tax Services	(9,723.34)	
2441	Greater East End Management District	Graffiti Abatement Services	(2,560.00)	
2442	Hawes Hill Calderon, LLP	Consulting & Admin Fee	(20,694.14)	
2443	Houston Business Journal	Legal Notices	(738.00)	
2444	Houston Chronicle	Bids & Proposals	(567.76)	
2445	Mark M. Burton, P.L.L.C.	SAS 112 Audit Fees	(3,650.00)	
2446	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(2,821.07)	
2447	Vinson & Elkins, LLP	Legal Fees-Special Counsel	(8,892.69)	
2448	Hawes Hill Calderon, LLP	Creation of MD District HCID # 11	(66,251.14)	
2449	Hawes Hill Calderon, LLP	Website Database Development	<u>(500.00)</u>	
<b>Total Disbursements</b>				<u>(117,914.14)</u>
BALANCE AS OF 3/7/2011				<u><u>\$2,085.86</u></u>



**Montrose Management District**

**Account Balances**

As of March 7, 2011

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
<b>Certificates of Deposit</b>					
TEXAS CAPITAL BANK (XXXXX2608)	09/06/2010	03/07/2011	1.25 %	25,000.00	
<b>Money Market Funds</b>					
PROSPERITY BANK. (XXXXX4371)	05/28/2008		0.75 %	533,404.49	(East Zone) Tax
PROSPERITY BANK. (XXXXX0163)	02/23/2011		0.75 %	159,772.09	(West Zone) Tax
<b>Checking Account(s)</b>					
TRADITION BANK (XXXXX9069)			0.00 %	2,085.86	Checking Account
<b>Totals for Operating Fund:</b>				<b>\$720,262.44</b>	
<b>Grand total for Montrose Management District:</b>				<b>\$720,262.44</b>	

**Methods Used For Reporting Market Values**

Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/MM Accounts:	Balance = Book Value = Current Market

Montrose Management District  
East Zone Service Area  
Actual vs. Budget  
Feb 2011

	East Zone Service Area Feb 2011	East Zone Service Area FY2011 YTD Budget	East Zone Service Area \$ Over Budget	East Zone Service Area FY2011 Annual Budget
<b>Sources of Funds</b>				
14110 · Assessments	55,806.71	34,706.60	21,100.11	416,479.20
14112 · Assessment Refunds	6,429.35	(5,070.00)	11,499.35	(60,840.00)
14310 · Penalties & Interest	(491.05)	833.33	(1,324.38)	10,000.00
14370 · Interest Earned on Temp. Invest	0.00	20.83	(20.83)	250.00
14380 · Interest	7.79	7.08	0.71	85.00
14385 · Creation Reimbursement	0.00	0.00	0.00	0.00
14390 · Ending FY 2010 Fund Balance	0.00	27,778.23	(27,778.23)	333,338.73
<b>Total Sources</b>	<b>61,752.80</b>	<b>58,276.08</b>	<b>3,476.72</b>	<b>699,312.93</b>
<b>Uses of Funds</b>				
<b>Business Development</b>				
16124 · Marketing & Public Rel Director	487.18	487.18	0.00	5,846.21
16125 · Marketing & Public Relations	0.00	7,727.94	(7,727.94)	92,735.26
16131 · Web Site Development	81.20	216.53	(135.33)	2,598.32
16135 · Economic Development Services	324.79	324.79	0.00	3,897.47
16140 · Web Site Main./Host/I.T.	81.20	162.40	(81.20)	1,948.74
<b>Total Business Development</b>	<b>974.37</b>	<b>8,918.84</b>	<b>(7,944.47)</b>	<b>107,026.00</b>
<b>Project Staffing &amp; Admin</b>				
16150 · Admin & Management	682.06	682.06	0.00	8,184.69
16160 · Reimbursable Expenses	176.91	202.99	(26.08)	2,435.92
16170 · Reimbursable Mileage	102.97	67.66	35.31	811.97
16180 · Postage, Deliveries	139.74	67.66	72.08	811.97
16190 · Printing & Reproduction	100.89	162.40	(61.51)	1,948.74
16200 · Public Notices, Advertising	670.87	32.48	638.39	389.75
16210 · Project Management	1,266.68	1,266.68	0.00	15,200.15
16215 · Director of Services	1,309.59	1,309.58	0.01	15,714.94
16220 · Legal Services	0.00	324.79	(324.79)	3,897.47
16250 · Bookkeeping	214.36	197.58	16.78	2,370.96
16260 · Assess Data Mgmt & Billing Svcs	1,578.04	694.24	883.80	8,330.82
16270 · Office Supplies	0.00	97.44	(97.44)	1,169.24
16280 · Other	25.00	8.33	16.67	100.00
16290 · Office Lease Space	0.00	392.45	(392.45)	4,709.45
16291 · Office Equipment	0.00	216.53	(216.53)	2,598.32
16340 · Auditing Fees	0.00	0.00	0.00	11,000.00
16530 · Insurance & Surety Bond	0.00	0.00	0.00	1,136.76
<b>Total Project Staffing &amp; Admin</b>	<b>6,267.11</b>	<b>5,722.87</b>	<b>544.24</b>	<b>80,811.15</b>

Montrose Management District  
East Zone Service Area  
Actual vs. Budget  
Feb 2011

	East Zone Service Area Feb 2011	East Zone Service Area FY2011 YTD Budget	East Zone Service Area \$ Over Budget	East Zone Service Area FY2011 Annual Budget
Security and Public Safety				
15415 · Vehicle Maintenance & Operations	163.47	0.00	163.47	1,299.16
15420 · Contract Public Safety Services	8,579.00	100,000.00	(91,421.00)	100,000.00
15425 · Mobile Camera Program	1,000.00	18,000.00	(17,000.00)	18,000.00
15430 · Cell Phone	0.00	0.00	0.00	402.74
15450 · Public Safety Insurance	0.00	0.00	0.00	1,299.16
16100 · Store Front Equipment	0.00	0.00	0.00	487.18
16101 · Public Safety Training	0.00	0.00	0.00	3,247.89
16102 · Public Safety Equipment	0.00	0.00	0.00	3,247.89
16103 · Vehicle and Equipment	0.00	0.00	0.00	0.00
16110 · Graffiti Abatement	2,560.00	35,000.00	(32,440.00)	35,000.00
16111 · Light Outage Survey	0.00	0.00	0.00	591.12
Total Security and Public Safety	12,302.47	153,000.00	(140,697.53)	163,575.14
Visual Improvements & Cultural				
16212 · Beautification Design & Install	0.00	100,000.00	100,000.00	100,000.00
Total Visual Improvements & Cultural	0.00	100,000.00	100,000.00	100,000.00
Mobility & Transportation				
17001 · Transportation Inventory Contract	0.00	0.00	0.00	0.00
Total Mobility & Transportation	0.00	0.00	0.00	0.00
Total Uses of Funds	19,543.95	267,641.71	(48,097.76)	451,412.29
Planned Reserves	42,208.85	(209,365.63)	51,574.48	247,900.64



Montrose Management District  
West Zone Service Area  
Actual vs. Budget  
Feb 2011

	West Zone Service Area Feb 2011	West Zone Service Area FY2011 YTD Budget	West Zone Service Area \$ Over Budget	West Zone Service Area FY2011 Annual Budget
<b>Sources of Funds</b>				
14110 · Assessments	254,703.30	72,152.16	182,551.14	865,825.88
14112 · Assessment Refunds	125.78	(741.67)	867.45	(8,900.00)
14310 · Penalties & Interest	0.00	833.33	(833.33)	10,000.00
14370 · Interest Earned on Temp. Invest	0.00	41.67	(41.67)	500.00
14380 · Interest	0.00	14.17	(14.17)	170.00
14385 · Creation Reimbursement	0.00	0.00	0.00	0.00
<b>Total Sources</b>	<b>254,829.08</b>	<b>72,299.66</b>	<b>182,529.42</b>	<b>867,595.88</b>
<b>Uses of Funds</b>				
<b>Business Development</b>				
16124 · Marketing & Public Rel Director	1,012.82	1,012.82	0.00	12,153.79
16125 · Marketing & Public Relations	0.00	3,938.73	(3,938.73)	47,264.74
16131 · Web Site Development	168.80	450.14	(281.34)	5,401.68
16135 · Economic Development Services	675.21	675.21	0.00	8,102.53
16140 · Web Site Main./Host/I.T.	168.80	337.61	(168.81)	4,051.26
<b>Total Business Development</b>	<b>2,025.63</b>	<b>6,414.51</b>	<b>(4,388.88)</b>	<b>76,974.00</b>
<b>Project Staffing &amp; Admin</b>				
16150 · Admin & Management	1,417.94	1,417.94	0.00	17,015.31
16160 · Reimbursable Expenses	367.80	422.01	(54.21)	5,064.08
16170 · Reimbursable Mileage	199.16	140.67	58.49	1,688.03
16180 · Postage, Deliveries	171.87	140.67	31.20	1,688.03
16190 · Printing & Reproduction	236.74	337.61	(100.87)	4,051.26
16200 · Public Notices, Advertising	2,159.89	67.52	2,092.37	810.25
16210 · Project Management	2,633.32	2,633.32	0.00	31,599.85
16215 · Director of Services	2,722.52	2,722.51	0.01	32,670.06
16220 · Legal Services	0.00	675.21	(675.21)	8,102.53
16250 · Bookkeeping	445.64	410.75	34.89	4,929.04
16260 · Assess Data Mgmt & Billing Svcs	0.00	1,096.77	(1,096.77)	13,161.26
16270 · Office Supplies	0.00	202.56	(202.56)	2,430.76
16280 · Other	0.00	8.33	(8.33)	100.00
16290 · Office Lease Space	0.00	815.88	(815.88)	9,790.55
16291 · Office Equipment	0.00	450.14	(450.14)	5,401.68
16340 · Auditing Fees	0.00	0.00	0.00	0.00
16530 · Insurance & Surety Bond	0.00	0.00	0.00	0.00
<b>Total Project Staffing &amp; Admin</b>	<b>10,354.88</b>	<b>11,541.89</b>	<b>(1,187.01)</b>	<b>140,865.93</b>

Montrose Management District  
West Zone Service Area  
Actual vs. Budget  
Feb 2011

	West Zone Service Area Feb 2011	West Zone Service Area FY2011 YTD Budget	West Zone Service Area \$ Over Budget	West Zone Service Area FY2011 Annual Budget
HCID 11 Creation Costs				
East Zone Reimbursement	0.00	0.00	0.00	0.00
Hawes Hill Calderon	66,251.14	66,300.00	(48.86)	66,300.00
Vinson & Elkins	0.00	5,778.76	(5,778.76)	69,345.13
Equi Tax	6,770.96	6,771.00	(0.04)	6,771.00
	73,022.10	78,849.76	(5,827.66)	142,416.13
Security and Public Safety				
15415 · Vehicle Maintenance & Operations	0.00	225.07	(225.07)	2,700.84
15420 · Contract Public Safety Services	0.00	10,000.00	(10,000.00)	120,000.00
15425 · Mobile Camera Program	0.00	1,500.00	(1,500.00)	18,000.00
15430 · Cell Phone	0.00	69.77	(69.77)	837.26
15450 · Public Safety Insurance	0.00	225.07	(225.07)	2,700.84
16100 · Store Front Equipment	0.00	84.40	(84.40)	1,012.82
16101 · Public Safety Training	0.00	562.68	(562.68)	6,752.11
16102 · Public Safety Equipment	0.00	562.68	(562.68)	6,752.11
16103 · Vehicle and Equipment	0.00	3,333.33	(3,333.33)	40,000.00
16110 · Graffiti Abatement	0.00	3,333.33	(3,333.33)	40,000.00
16111 · Light Outage Survey	0.00	102.41	(102.41)	1,228.88
Total Security and Public Safety	0.00	19,998.74	(19,998.74)	239,984.86
Visual Improvements & Cultural				
16212 · Beautification Design & Install	0.00	2,083.33	(2,083.33)	25,000.00
Total Visual Improvements & Cultural	0.00	2,083.33	(2,083.33)	25,000.00
Mobility & Transportation				
17001 · Transportation Inventory Contract	0.00	6,666.67	(6,666.67)	80,000.00
Total Mobility & Transportation	0.00	6,666.67	(6,666.67)	80,000.00
Total Uses of Funds	85,402.61	125,554.90	(40,152.29)	705,240.92
Planned Reserves	169,426.47	(53,255.23)	222,681.70	162,354.96

Montrose Management District  
East and West Zone Service Areas  
Actual vs. Budget

Feb 2011

Sources of Funds	Total Zone Feb 2011	Total Zone YTD	Total Zone FY2011 Annual Budget
14110 · Assessments	310,510.01	106,858.76	1,282,305.08
14112 · Assessment Refunds	6,555.13	(5,811.67)	(69,740.00)
14310 · Penalties & Interest	(491.05)	1,666.66	20,000.00
14370 · Interest Earned on Temp. Invest	0.00	62.50	750.00
14380 · Interest	7.79	21.25	255.00
14385 · Creation Reimbursement	0.00	0.00	0.00
14390 · Ending FY 2010 Fund Balance	0.00	27,778.23	333,338.73
Total Sources	316,581.88	130,575.73	1,566,908.81

Uses of Funds

Business Development	
16124 · Marketing & Public Rel Director	1,500.00
16125 · Marketing & Public Relations	0.00
16131 · Web Site Development	250.00
16135 · Economic Development Services	1,000.00
16140 · Web Site Main./Host/I.T.	250.00
Total Business Development	3,000.00

Project Staffing & Admin

16150 · Admin & Management	2,100.00	2,100.00	25,200.00
16160 · Reimbursable Expenses	544.71	625.00	7,500.00
16170 · Reimbursable Mileage	302.13	208.33	2,500.00
16180 · Postage, Deliveries	311.61	208.33	2,500.00
16190 · Printing & Reproduction	337.63	500.01	6,000.00
16200 · Public Notices, Advertising	2,830.76	100.00	1,200.00
16210 · Project Management	3,900.00	3,900.00	46,800.00
16215 · Director of Services	4,032.11	4,032.09	48,385.00
16220 · Legal Services	0.00	1,000.00	12,000.00
16250 · Bookkeeping	660.00	608.33	7,300.00
16260 · Assess Data Mgmt & Billing Svcs	1,578.04	1,791.01	21,492.08
16270 · Office Supplies	0.00	300.00	3,600.00
16280 · Other	25.00	16.66	200.00
16290 · Office Lease Space	0.00	1,208.33	14,500.00
16291 · Office Equipment	0.00	666.67	8,000.00
16340 · Auditing Fees	0.00	0.00	11,000.00
16530 · Insurance & Surety Bond	0.00	0.00	3,500.00
Total Project Staffing & Admin	16,621.99	17,264.76	221,677.08



Montrose Management District  
East and West Zone Service Areas  
Actual vs. Budget  
Feb 2011

	Total Zone Feb 2011	Total Zone YTD	Total Zone FY2011 Annual Budget
<b>HCID 11 Creation Costs</b>			
East Zone Reimbursement	0.00	0.00	0.00
Hawes Hill Calderon	66,251.14	66,300.00	66,300.00
Vinson & Elkins	0.00	5,778.76	69,345.13
Equi Tax	6,770.96	6,771.00	6,771.00
	73,022.10	78,849.76	142,416.13
<b>Security and Public Safety</b>			
15415 ·Vehicle Maintenance & Operations	163.47	333.33	4,000.00
15420 ·Contract Public Safety Services	8,579.00	18,333.33	220,000.00
15425 ·Mobile Camera Program	1,000.00	3,000.00	36,000.00
15430 ·Cell Phone	0.00	103.33	1,240.00
15450 ·Public Safety Insurance	0.00	333.33	4,000.00
16100 ·Store Front Equipment	0.00	125.00	1,500.00
16101 ·Public Safety Training	0.00	833.34	10,000.00
16102 ·Public Safety Equipment	0.00	833.34	10,000.00
16103 ·Vehicle and Equipment	0.00	3,333.33	40,000.00
16110 ·Graffiti Abatement	2,560.00	6,250.00	75,000.00
16111 ·Light Outage Survey	0.00	151.67	1,820.00
Total Security and Public Safety	12,302.47	33,630.00	403,560.00
<b>Visual Improvements &amp; Cultural</b>			
16212 ·Beautification Design & Install	0.00	10,416.66	125,000.00
Total Visual Improvements & Cultural	0.00	10,416.66	125,000.00
<b>Mobility &amp; Transportation</b>			
17001 ·Transportation Inventory Contract	0.00	6,666.97	80,000.00
Total Mobility & Transportation	0.00	6,666.97	80,000.00
Total Uses of Funds	104,946.56	162,161.49	1,156,653.21
Planned Reserves	211,635.32	(31,585.76)	410,255.60

Return Service Requested

## CLASSIFIED ADVERTISING INVOICE/STATEMENT

Advertiser/Client Number: 060116221  
Advertiser/Client Name: 11 HARRIS CTY  
Billed Account Number: 572040000  
Billing Date: 01/31/11  
Payment Terms: NET 15 DAYS  
Current Net Amount:  
Total Amount Due: \$2,161.88  
Amount Enclosed: \$

Please call 713-362-7954  
to pay by credit card

Please make your checks payable to HICKSTEIN OUTDOOR E.

HOUSTON CHRONICLE  
P.O. BOX 80085  
PRESCOTT, AZ 85304-8085

†  $\frac{1}{2} \pi$  and  $\frac{3}{2} \pi$  are the only solutions of  $\sin \theta = 1$  and  $\sin \theta = -1$  respectively.

9424000024 PRESORT 34 1 AT 0.357 P1C1

**Figure 1**

 VINSON & ELKINS  
1ST CITY TOWER  
1001 FANNIN ST STE 2500  
HOUSTON TX 77002-6710

3341201101312572040000060116221020000000000002161883

Please detach and return above portion with your statement.

HOUSTON  CHRONICLE  
chron.com

**CLASSIFIED ADVERTISING  
INVOICE/STATEMENT**

HOUSTON CHRONICLE  
P.O. BOX 80085  
PRESCOTT, AZ 86304-8085  
TID #: 76-0556295

Advertiser/Client Name	Advt/Client Number	Billed Acct Number	Billing Period	Sales Rep.	Total Amount Due
11 HARRIS CTY ID	060116221	572640000	01/01/11 - 01/31/11	MEARES A #0631	\$2,161.88

### Summary of Current Activity

Previous Balance: \$2,161.88

**Current Net Charges:**

Lines	Inches	Inserts	Gross Amount
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
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14	14	14	14
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92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
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97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

**Current Payments/Credits:**

Current Payments/Credits:			
Current	30 days	60 days	90 days
\$0.00	\$0.00	\$0.00	\$0.00

CK# 2431

41645

POSTED  
VMS

ELITE REPORTING SERVICE, INC.

1656 COUNTY ROAD 577

ALVIN, TX 77511  
713-631-4424

Tax ID No. 74-2393524

## Invoice

DATE	INVOICE #
11/04/2010	210247

## BILL TO

VINSON & ELKINS  
ATTN: MARILYN ROBERTS  
1001 FANNIN, 23RD FLOOR  
HOUSTON, TX 77002

JOB NO.	TERMS	DUE DATE
10135	Net 30 days	12/04/2010

DESCRIPTION	AMOUNT
<p>PUBLIC HEARING TO CONSIDER ADVISABILITY OF IMPROVEMENT PROJECTS AND SERVICES, AND APPROVING THE ASSESSMENT PLAN, ASSESSMENT ROLL, AND THE LEVY OF ASSESSMENTS ON PROPERTY WITHIN THE DISTRICT</p> <p>WMMD - PUBLIC HEARING HELD ON OCTOBER 21, 2010</p> <p>Services rendered in the preparation of the public hearing transcript</p> <p>Payment in full is due within 30 days. Invoices not paid within 30 days will be subject to interest charged at the rate of 18% annually.</p> <p>Invoices that remain unpaid after a three-month period will be turned over to an attorney for collection. Any fees or expenses incurred as a result of nonpayment of invoices within three months will be the sole responsibility of the ordering party.</p> <p>CK# 2439</p>	<p>1,516.00</p>
Please remit. Past due!	<p><b>Total</b> \$1,516.00</p>

CK # 15 2432-2438

CK# 2439

# Equi-Tax Inc.

Suite 200  
17111 Rolling Creek Drive  
Houston Texas 77090  
281-444-4866

## Invoice

DATE	INVOICE #
2/23/2011	42326

### BILL TO

Harris County Improvement District No. 6  
Hawes Hill Calderon LLP  
PO Box 22167  
Houston TX 77227-2167

DESCRIPTION	AMOUNT
Supplemental Hearing: November 04, 2010	
Mail 58 Notices First Class	91.06
Prepare Documents and Attend Hearing	450.00
Annual Charge:	
Computer Charge, Postage, Return Envelopes, Postal Fees & Records Retention	1,036.98
<i>HCID 6</i>	
<i>Fee for Supp. Hearing and Annual Billing</i>	
<i>CK#2440</i>	
<b>Total</b>	<b>\$1,578.04</b>

# Equi-Tax Inc.

Suite 200  
17111 Rolling Creek Drive  
Houston Texas 77090  
281-444-4866

## Invoice

DATE	INVOICE #
3/1/2011	42414

### BILL TO

The Montrose District  
Hawes Hill Calderon LLP  
PO Box 22167  
Houston TX 77227-2167

DESCRIPTION	AMOUNT
Roll Management, Billing and Collections	1,374.34
<i>Montrose District</i>	
<i>March Invoice</i>	
<b>POSTED</b>	
<b>Total</b>	<b>\$1,374.34</b>

# Equi-Tax Inc.

Suite 200  
17111 Rolling Creek Drive  
Houston Texas 77090  
281-444-4866

## Invoice

DATE	INVOICE #
2/23/2011	42327

### BILL TO

HCID 11  
Hawes Hill Calderon LLP  
PO Box 22167  
Houston TX 77227-2167

DESCRIPTION	AMOUNT
Creation of District Assessment Roll: Download, Maps, Mapping, Mailing, Hearing Documents, Attend Hearing Mail Assessment Statements	6,770.96
<i>HCID 11</i>	
<i>Creation Invoice</i>	
<b>POSTED</b>	
<b>Total</b>	<b>\$6,770.96</b>



## Greater East End Management District

The New Day Begins!

3211 Harrisburg  
Houston Texas 77003  
Phone 713-928-9918  
Fax 713-928-2915

Bill To:  
David Hawes, Executive Director  
HCID #6 (Montrose)  
P.O. Box 22161-2167  
Houston, Texas 77227

For:  
Graffiti Abatement Services

## INVOICE

DATE:  
March 1, 2011  
INVOICE # 9-31

DESCRIPTION	Time	AMOUNT
February 5, 2011 - constituents visits, waiver collection, graffiti identification		
area survey, graffiti preparation, graffiti abatement, reporting	8 Hours	\$ 640.00
Sites Abated: 19		
February 11, 2011 - constituents visits, waiver collection, graffiti identification		
area survey, graffiti preparation, graffiti abatement, reporting	8 Hours	\$ 640.00
Sites Abated: 33		
February 18, 2011 - constituents visits, waiver collection, graffiti identification		
area survey, graffiti preparation, graffiti abatement, reporting	8 Hours	\$ 640.00
Sites Abated: 30		
February 23, 2011 - constituents visits, waiver collection, graffiti identification		
area survey, graffiti preparation, graffiti abatement, reporting	8 Hours	\$ 640.00
Sites Abated: 24		
Total Sites Abated in February: 106		
SUBTOTAL		\$ 2,560.00
OTHER		
TOTAL		\$ 2,560.00

Please make all checks payable to: Greater East End Management District  
If you have any questions concerning this invoice contact Eve Quiroz, Administrative Services Manager, at (713) 928-9916.

THANK YOU FOR YOUR BUSINESS!

*CK#2441*

**POSTED**



Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston TX 77227-2167

Invoice

Bill To:

MD- HCID # 6- Montrose  
P.O. Box 22167  
Houston, TX 77227

Invoice #: 00003820  
Date: 3/1/2011

Page: 1

DATE	DESCRIPTION	AMOUNT
	Professional Consulting, Project Management & Administrative Fee, Marketing & Public Director, Director of Services, February 2011	\$11,532.11
	Adjustment cost as per budget for January 2011	\$6,782.11
	Economic Development Services	\$1,000.00
	Reimbursable expenses as follows:	
1/6/2011	Hour Messenger	\$254.55
1/25/2011	Harris County Clerk 1/31/2011	\$9.00
1/31/2011	A to Z	\$35.74
2/1/2011	A to Z	\$46.22
2/15/2011	A to Z	\$45.77
2/21/2011	M & N Nameplate	\$18.94
2/22/2011	A to Z	\$48.26
2/28/2011	A to Z	\$47.05
	Verizon - 2/20 - 3/19, 2011	\$48.84
	Verizon - J. Hawes - 2/20 - 3/19, 2011	\$127.70
	Verizon - J. Hawes - 2/20 - 3/19, 2011	\$126.19
	Mileage, G. Larson	\$103.02
	Mileage, R. Hill	\$47.94
	Mileage, J. Hawes	\$144.00
	In house copies 1606 @ .15 each + 16 sets	\$256.90
	In house postage	\$19.80
Sales Tax:		\$0.00
Total Amount:		\$20,694.14
Amount Applied:		\$0.00
Balance Due:		\$20,694.14

Terms: C.O.D.

## HOUSTON BUSINESS JOURNAL

1233 West Loop South  
Suite 1300  
Houston, TX 77027  
(713) 688-8811  
Fax ID 43-1368184

Vinson & Elkins LLP  
1001 Fannin Street Suite 2300  
Houston, TX 77002-6760

INVOICE NO	APPLY TO
INV0003865	
19	CUSTOMER NO A-126990
ISSUE DATE 02/04/2011	PO #
1	TOTAL AMOUNT DUE \$ 369.00

## ADVERTISING INVOICE

ISSUE DATE	INVOICE DATE	PURCHASE ORDER NO	TERMS
2/4/2011	2/4/2011		Net Due 30 Days
SALESPERSON Melissa Franklin			
DESCRIPTION		QUANTITY	PRICE
EA		1.0000	\$369.00
Legal Notice - 2 x 2.25 Column Inch - Open Rate - 2011-Class		0.0000	\$0.00
		1.0000	\$369.00
REMIT TO:			
Please detach and return with payment			
HOUSTON BUSINESS JOURNAL			
PO Box 844758 Dallas, TX 75284-4758			
GROSS	\$369.00	DISCOUNT	\$0.00
NET	\$369.00		
\$0.00		\$0.00	
INVOICE NO	INV0003865	AMOUNT DUE	\$369.00

## HOUSTON BUSINESS JOURNAL

1233 West Loop South  
Suite 1300  
Houston, TX 77027  
(713) 688-8811  
Fax ID 43-1368184

Vinson & Elkins LLP  
1001 Fannin Street Suite 2300  
Houston, TX 77002-6760

INVOICE NO	APPLY TO
INV0003864	
CUSTOMER NO	
A-126990	
ISSUE DATE	PO #
02/04/2011	
TOTAL AMOUNT DUE	
\$ 369.00	

## ADVERTISING INVOICE

ISSUE DATE	INVOICE DATE	PURCHASE ORDER NO	TERMS
2/4/2011	2/4/2011		Net Due 30 Days
SALESPERSON Melissa Franklin			
DESCRIPTION		QUANTITY	PRICE
EA		1.0000	\$369.00
Legal Notice - 2 x 2.25 Column Inch - Open Rate - 2011-Class		0.0000	\$0.00
		1.0000	\$369.00
REMIT TO:			
Please detach and return with payment			
HOUSTON BUSINESS JOURNAL			
PO Box 844758 Dallas, TX 75284-4758			
GROSS	\$369.00	DISCOUNT	\$0.00
NET	\$369.00		
\$0.00		\$0.00	
INVOICE NO	INV0003864	AMOUNT DUE	\$369.00

## HOUSTON BUSINESS JOURNAL

1233 West Loop South  
Suite 1300  
Houston, TX 77027  
(713) 688-8811  
Fax ID 43-1368184

Vinson & Elkins LLP  
1001 Fannin Street Suite 2300  
Houston, TX 77002-6760

INVOICE NO	APPLY TO
INV0003865	
19	CUSTOMER NO A-126990
ISSUE DATE 02/04/2011	PO #
1	TOTAL AMOUNT DUE \$ 369.00

## ADVERTISING INVOICE

## HOUSTON CHRONICLE

HOUSTON CHRONICLE  
CREDIT SERVICE DEPARTMENT  
801 TEXAS AVENUE  
HOUSTON, TX 77002

Return Service Requested

## CLASSIFIED ADVERTISING INVOICE STATEMENT

Advertiser/Client Name: 091294221  
Advertiser/Client Name: 6 HCID, 11HCID, BUFFALO BAYO  
Billed Account Number: 572040000  
Billing Date: 02/10/11  
Payment Terms: DUE 15 DAYS  
Current Net Amount: \$398.12  
Total Amount Due: \$398.12  
Amount Enclosed: \$  
Please make your checks payable to:

ANNA MARILYN ANN ROBERTS  
VINSON & ELKINS  
181 CITY TOWER  
1001 FANNIN ST STE 2300  
HOUSTON TX 77002-6710

HOUSTON CHRONICLE  
P.O. BOX 80085  
PRESCOTT, AZ 86304-8085  
TID # 76-059295

33941201102100572040000091294221029433940020000398125

## HOUSTON CHRONICLE

## CLASSIFIED ADVERTISING INVOICE/STATEMENT

HOUSTON CHRONICLE  
P.O. BOX 80085  
PRESCOTT, AZ 86304-8085  
TID # 76-059295

Advertiser/Client Name	Advertiser/Client Number	Billed Acct Number	Billing Period	Sales Rep.	Total Amount Due
6 HCID, 11HCID, BUFFALO BAYO	091294221	572040000	02/10/11 - 02/10/11	MEARES A. #0631	\$398.12

Date	Newspaper Reference Number	Description/Other Comments and Charges	SAU Size Billed Units	Times Run Rate	Gross Amount	Net Amount
02/10/11	INV-543394002	1245 LEGAL NOTICES	1 17X1C	2	\$398.12	
THU	ADN 24745267	RESOLUTION ESTABLISHING	234L	PLAT		
		SUBMIT BY MARILYN ANN ROBERTS				
		THIS WEEKEND PACKAGE				\$398.12

FIND YOUR PERFECT MATCH! INMOTION IS LIKE A MATCHMAKER FOR CARS AND DRIVERS. WE OFFER THREE WAYS TO FIND "THE ONE" FOR YOU: 1) IN PAPER IN THE HOUSTON CHRONICLE'S INMOTION SECTION WEDNESDAY THROUGH SUNDAY. 2) INMOTION MAGAZINE WITH COLOR PHOTOS AND DETAILS ON THOUSANDS OF PRE-OWNED VEHICLES IN FREE RACKS ALL OVER TOWN. 3) ONLINE AT CHRON.COM/INMOTION. RESEARCH THOUSANDS OF CARS AND TRUCKS, DO RESEARCH, READ REVIEWS AND OTHER RELATED CONTENT. CALL 713 224-6688 OR EMAIL CLASSIFIEDS@CHRON.COM TO ADVERTISE.

Current	30 days	60 days	90 days	120 days	Unapplied Amount
\$398.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

POSTED

CK# 2444

100 River Pointe ■ Suite 240 ■ Conroe, Texas 77304 ■ Phone: 936.756.1644 ■ Fax: 936.756.1844

February 15, 2011

Harris County Improvement District No. 6  
Ms. Susan Hill  
Hawes Hill Calderon LLP  
10103 Fondren Road #300  
Houston, TX 77066

Client/Matter Number HAR288 67000  
Invoice Number 25362694  
Billing Attorney Clark S. Lord

Client/Matter Number HAR288 67000  
Invoice Number 25362694  
Billing Attorney Clark S. Lord

Re: Special Counsel

Fees for services posted through January 31, 2011:

## Re: General

Date	Marilyn A. Roberts	Hours
01/04/11	Review multiple e-mails from David Hawes and Josh Hawes relating to January 10 meeting and conference with Clark Lord regarding same; prepare final version of Resolution Establishing Additional Meeting Place of Board of Directors and transmit to Susan Hill for Board approval; telephone conference with Susan Hill regarding documents approved at December 15, 2010 meeting and documents for approval at January 10, 2011 meeting.	0.50
01/10/11	Print multiple originals of Resolution Establishing an Additional Meeting Place and flag for signatures; attend District meeting.	1.00
01/26/11	Prepare letters to TCEQ and Harris County Clerk transmitting Amended Information Form for 2010 assessment and transmitting Resolution Establishing an Additional Meeting Place of the Board of Directors, copy, and prepare for mailing.	0.75
01/27/11	Review revised timeline relating to consolidation and conference with Amanda Edwards regarding same; further revisions to Resolution Proposing Consolidation; telephone conference with Houston Business Journal Representative regarding publication of notice of public hearing regarding consolidation and cost of publication and conference with Amanda Edwards regarding same; print copies of resolutions for review by Clark Lord.	0.75
Date	Patty L. Easley	Hours
01/10/11	Assist Marilyn Roberts in preparation of board meeting; flag signature pages to resolutions.	0.75
Date	Clark S. Lord	Hours
01/07/11	Meet with Senate Intergovernmental Relations Committee staff to discuss chapter 375 legislation.	0.75
01/10/11	Prepare for and attend board meetings.	2.50
01/25/11	Handle agenda posting and consolidation issues.	0.75
01/27/11	Handle consolidation issues.	1.00
01/28/11	Review management district powers legislation; meet with Senate	0.50

Please reference client/matter and invoice numbers when making payment.  
PLEASE REMIT TO: PO BOX 200113, HOUSTON, TX 77216-0113

I.R.S. NO. 74-1183015

Vinson & Elkins LLP Attorneys at Law  
Abu Dhabi Austin Beijing Dallas Dubai Hong Kong Houston  
London Moscow New York Palo Alto Shanghai Tokyo Washington

First City Tower, 1001 Fannin Street, Suite 2500  
Houston, TX 77002-4760  
Tel +1.713.758.2222 Fax +1.713.758.2346 www.vew.com

C.K# 2447

Re: Special Counsel

Intergovernmental relations committee on bill.

Date	Amanda K. Edwards	Hours
01/10/11	Review tax code relating to penalties and interest for delinquent assessments.	0.50
01/21/11	Discuss consolidation of East and West Montrose Management Districts with Marilyn Roberts.	0.50
01/24/11	Discuss consolidation with Clark Lord; review City of Houston packet.	0.75
01/25/11	Prepare consolidation time lines and resolutions.	4.50
01/26/11	Revise Consolidation Terms and Conditions and resolutions; revise timeline for consolidation.	3.00
01/27/11	Revise Montrose Consolidation resolutions; discuss with Clark Lord and Marilyn Roberts.	2.00
01/31/11	Review notice for publication; discuss revised timeline with Marilyn Roberts.	0.75
Total		\$8,787.50
Total fees and hours		21.25 \$8,787.50

Disbursements and other charges posted through January 31, 2011:

Date	Photocopy	Amount
01/05/11	MAR 1 page @ 0.15 per page	0.15
01/05/11	MAR 1 page @ 0.15 per page	0.15
01/06/11	MAR 1 page @ 0.15 per page	0.15
01/10/11	MAR 14 pages @ 0.15 per page	2.10
01/10/11	MAR 5 pages @ 0.15 per page	0.75
01/10/11	MAR 10 pages @ 0.15 per page	1.50
01/10/11	MAR 30 pages @ 0.15 per page	4.50
01/10/11	MAR 2 pages @ 0.15 per page	0.30
01/10/11	MAR 6 pages @ 0.15 per page	0.90
01/10/11	MAR 70 pages @ 0.15 per page	10.50
01/10/11	MAR 6 pages @ 0.15 per page	0.90
01/10/11	MAR 10 pages @ 0.15 per page	1.50
01/12/11	MAR 2 pages @ 0.15 per page	0.30
01/12/11	MAR 40 pages @ 0.15 per page	7.35
01/12/11	MAR 36 pages @ 0.15 per page	5.40
01/25/11	MAR 2 pages @ 0.15 per page	0.30
01/25/11	MAR 1 page @ 0.15 per page	0.15
01/25/11	MAR 1 page @ 0.15 per page	0.15
01/28/11	MAR 25 pages @ 0.15 per page	3.75

Please reference client/matter and invoice numbers when making payment.  
PLEASE REMIT TO: PO BOX 200113, HOUSTON, TX 77216-0113

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Client/Matter Number HAR288 67000  
Invoice Number 25362694  
Billing Attorney Clark S. Lord

Re: Special Counsel

01/26/11	MAR 2 pages @ 0.15 per page	0.30
Photocopy		\$41.10
Courier Services		
01/13/11	MAR 01/13/2011 EDS Delivery to ROBINSON LAW GROUP	19.22
Courier Services		\$19.22
Reprographics-Office Supplies		
01/17/11	MAR Dittert Rubber Stamp, Ltd.; INVOICE#: 212746; DATE: 1/17/2011 - Custom stamp for Marilyn Roberts	44.87
Reprographics-Office Supplies		\$44.87
Total		\$105.19
Total disbursements and other charges		\$105.19
Total Invoice		\$8,892.69

Please reference client/matter and invoice numbers when making payment.  
PLEASE REMIT TO: PO BOX 200113, HOUSTON, TX 77216-0113

I.R.S. NO. 74-1183015

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Client/Matter Number HAR288 67000  
Invoice Number 25362694  
Billing Attorney Clark S. Lord

Re: Special Counsel

## Summary of Services

Name	Hours	Amount
Patty L. Easley	0.75	127.50
Amanda K. Edwards	12.00	5,100.00
Clark S. Lord	5.50	2,750.00
Marilyn A. Roberts	3.00	810.00
Total	21.25	\$8,787.50

Please reference client/matter and invoice numbers when making payment.  
PLEASE REMIT TO: PO BOX 200113, HOUSTON, TX 77216-0113

I.R.S. NO. 74-1183015

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February 15, 2011

Harris County Improvement District No. 6  
Ms. Susan Hill  
Hawes Hill Calderon LLP  
10103 Fondren Road #900  
Houston, TX 77066

Client/Matter Number HAR288 67000  
Invoice Number 25362694  
Billing Attorney Clark S. Lord

Re: Special Counsel

## REMITTANCE COPY

Fees for services posted through January 31, 2011 \$8,787.50

Disbursements and other charges posted through January 31, 2011 105.19

Total Invoice \$8,892.69

	Wiring Instructions	ACH Payment Instructions
Bank	JPMorgan Chase Bank, N.A. 601 Travis Street, 18th Floor, TX2-C095 Houston, Texas 77002 United States of America	JPMorgan Chase Bank, N.A. 601 Travis Street, 18th Floor, TX2-C095 Houston, Texas 77002 United States of America
ABA Number	021000021	113000609
SWIFT Code	CHASUS33	CHASUS33
Account Name	Vinson & Elkins L.L.P. Domestic Account First City Tower 1001 Fannin Street, Suite 2500 Houston, Texas 77002-6780 United States of America	Vinson & Elkins L.L.P. Domestic Account First City Tower 1001 Fannin Street, Suite 2500 Houston, Texas 77002-6780 United States of America
Account Number	001-01687987	001-01687987
Reference	Invoice No. 25362694 Billing Attorney: Clark S. Lord	Invoice No. 25362694 Billing Attorney: Clark S. Lord

Please send confirmation of payment including invoice number to: PAYMENTS@VELAW.COM

Please return this page with your payment

Total amount (payable in U.S. dollars) due by March 17, 2011

Please reference client/matter and invoice numbers when making payment.  
PLEASE REMIT TO: PO BOX 22167, HOUSTON, TX 77221-0115

U.S. NO. 74-1183015

Vinson & Elkins LLP Attorneys at Law  
Abu Dhabi Austin Beijing Dallas Dubai Hong Kong Houston  
London Moscow New York Palo Alto Shanghai Tokyo Washington

First City Tower, 1001 Fannin Street, Suite 2500  
Houston, TX 77002-6780  
Tel +1.713.758.2222 Fax +1.713.758.2348 www.velaw.com

Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston TX 77221-0167

Invoice

Bill To:

MD-HCID # 11

Invoice #: 00003819

Date: 3/1/2011

Page: 1

DATE	DESCRIPTION	AMOUNT
	Creation of MD District HCID # 11	\$60,000.00
	Reimbursable expenses as follows:	
10/23/2009	Harris County Clerk 10/28/2009	\$9.00
10/26/2009	M & N Rubber Stamps	\$18.94
1/27/2009	Hour Messenger	\$162.50
10/28/2009	ASC Event Services - Board luncheon	\$144.00
11/12/2009	M & N Nameplate	\$43.30
1/22/2010	Harris County Clerk - 1/27/2010	\$9.00
1/26/2010	Hour Messenger	\$136.00
2/1/2010	ASC Event - Board Luncheon	\$9.00
2/18/2010	Harris County Clerk	\$111.67
2/24/2010	Krafts Men 1/2 of receipt	\$557.00
3/3/2010	Texas Municipal League Risk Pool	\$144.43
4/26/2010	Hour Messenger 1/2 of receipt	\$133.67
4/28/2010	Kraftmen 1/2 of receipt	\$77.92
5/5/2010	FEDEX - Flyers	\$16.21
5/15/2010	CVS Pharmacy - 5/15/2010 mtg	\$113.95
6/14/2010	Grafikshop	\$128.67
6/22/2010	Hour Messenger 1/2 of receipt	\$1,146.58
6/23/2010	Kraftmen - Board luncheon 1/2 of receipt	\$9.00
6/29/2010	Ready Mitchmore - Reimbursement for West Monroe MD Informational Party	\$112.63
8/5/2010	Harris County Clerk 9/3/2010	
9/21/2010	Hour Messenger 1/2 of receipt	
	Mileage, R. Hill (Oct 2009)	\$57.45
	Mileage, D. Hawes (Oct 2009)	\$15.40
	Mileage, R. Hill (January 2010)	\$38.00
	Mileage, R. Hill 1/2 of mileage/expense (Feb 2010)	\$7.25
	Mileage, R. Hill (February 2010)	\$21.50
	Mileage, R. Hill (April 2010)	\$20.00
	Mileage, G. Larson (May 2010)	\$80.50
	Mileage, R. Hill (May 2010)	\$22.00
		Sales Tax:
		Total Amount:
		Amount Applied:
		Balance Due:

Terms: C.O.D.

CK# 2448

Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston TX 77221-0167

Invoice

Bill To:

MD-HCID # 11

Invoice #: 00003819  
Date: 3/1/2011

Page: 2

DATE	DESCRIPTION	AMOUNT
	Mileage, R. Hill (June 2010) 1/2 of receipt	\$7.25
	Mileage, R. Hill (June 2010)	\$19.50
	Mileage, R. Calderon (June 2010)	\$11.00
	Mileage, R. Hill (July 2010)	\$21.50
	Mileage, R. Hill (August 2010) 1/2 of receipt	\$7.38
	Mileage, R. Hill (August 2010)	\$35.00
	GIS Mapping, P. Horton (August 2010)	\$131.40
	Mileage, R. Hill (Sept 2010)	\$21.00
	GIS Mapping, P. Horton (Sep 2010)	\$37.65
	Mileage, R. Hill (Oct 2010)	\$21.00
	GIS Mapping, P. Horton (Oct 2010)	\$230.65
	Mileage, R. Hill (NOV 2010) 1/2 of receipt	\$11.25
	GIS Mapping, P. Horton (Nov 2010)	\$0.75
	Mileage, R. Hill (NOV 2010)	\$20.50
	Mileage, R. Hill (Jan 2011)	\$25.75
	GIS Mapping, Jan 2011	\$49.50
	In home copies - 11783 @ .15 each + 141 sets @ \$1.00 each	\$1,908.45
	In home postage	\$39.89
		Sales Tax: \$0.00
		Total Amount: \$66,251.14
		Amount Applied: \$0.00
		Balance Due: \$66,251.14

Terms: C.O.D.

Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston TX 77221-0167

Invoice

Bill To:

MD-HCID # 6- Montrose  
P.O. Box 22167  
Houston, TX 77227

Invoice #: 00003822  
Date: 3/1/2011

Page: 1

DATE	DESCRIPTION	AMOUNT
	Website Development - February 2011	\$250.00
	Website Maintenance - February 2011	\$250.00
		Sales Tax: \$0.00
		Total Amount: \$500.00
		Amount Applied: \$0.00
		Balance Due: \$500.00

Terms: C.O.D.

CK# 2449

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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9. Receive Montrose Management District's monthly Assessment Collection Report and Billing and Assessment Summary, Lawsuit and Arbitration Status Detail, and Delinquent Assessment Report.

**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 11**  
**ASSESSMENT COLLECTION REPORT**  
**February 2011**  
**BILLING AND COLLECTION SUMMARY**  
**FISCAL YEAR**  
**01/01/11 - 12/31/11**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2010	0.12500	\$890,540.10	\$254,703.30	\$635,836.80	29%

Current Month Activity

Revenue:	<u>Current Month</u>	<u>Year to Date</u>
2010 Assessment Collected	254,703.30	254,703.30
Penalty & Interest	0.00	0.00
Overpayments	125.78	125.78
Collection Fees	0.00	0.00
Court Fees	0.00	0.00
<b>Total Revenue</b>	<b>254,829.08</b>	<b>254,829.08</b>
Overpayments Presented for Refund	0.00	0.00
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2010: **712,431,719**

Uncertified: **0**

Assessment Collection Account: Prosperity Bank, Account No. 0003450163

**ASSESSMENT PLAN PROJECTIONS**

YEAR	MAX RATE	PROJECTED LEVY	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE @ 10%
2010	0.12500	890,540	846,013	\$254,703.30	
2011	0.12500		0		
2012	0.12500		0		
2013	0.12500		0		
2014	0.12500		0		
2015	0.12500		0		
2016	0.12500		0		
		890,540	846,013		89,054

The Projected Levy is based on the rate remaining at 0.12500

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



### TOP TEN ASSESSMENT PAYERS

PROPERTY OWNER	PROPERTY TYPE	ASSESSED VALUE	ASSESSMENT AMOUNT
WEINGARTEN REALTY	SHOPPING CENTER	45,378,320	56,722.90
FINGER FSC MONTROSE LTD	APARTMENT BLDG	43,392,396	54,240.50
WESTHEIMER APARTMENTS LP	APARTMENT BLDG	31,880,938	39,851.17
4310 DUNLAVY LLC	APARTMENT BLDG	30,770,286	38,462.86
ANBIL II-R O L P	COMMERCIAL BLDG	25,461,834	31,827.29
ALABAMA & DUNLAVY LTD	COMMERCIAL PROPERTY	13,500,000	16,875.00
SHEPHERD INV LP	SHOPPING CENTER	11,975,233	14,969.04
5020 INTRESTS LTD	MEDICAL OFFICE BLDG	10,899,454	13,624.32
WEINGARATEN REALTY	SHOPPING CENTER	10,191,680	12,739.60
YPI 2323 SHEPHERD LLC	OFFICE BLDG	9,750,931	12,188.66

NOTE: Updated January 17, 2011

### TEN LARGEST DELINQUENT ACCOUNTS

[illegible]

# Harris County Improvement District No. 11 Lawsuit and Arbitration Status Detail as of 1/21/2011

Jur 939

Tax Year	CAD No.	Owner Name	Original Value	Assessment Collected	Cause Number	Date Settled	Total Settled Value	Reduction in Assessment	% Reduction in Assessment	Designation Form Sent	Refund Notice Sent to Blkpr
<b>Tax Year 2010</b>											
Tax Year 2010	026-058-007-0004	Demeris Properties Ltd	579,506	\$724.38	2010-67781	1/21/2011	514,240	\$81.58	11.26%	2/22/2011	
Tax Year 2010	026-058-007-0006	Demeris Properties Ltd	635,560	\$794.45	2010-67781	1/21/2011	600,000	N/A		DUE	
Tax Year 2010	026-058-007-0008	Demeris Properties Ltd	744,225	\$930.26	2010-67781	1/21/2011	708,850	\$44.20	4.75%	2/22/2011	
Tax Year 2010	036-044-000-0006	Presswood Joe T & Forest L	824,951		101-10-000052						
Tax Year 2010	057-127-000-0006	Lambert Robert W Jr	320,000		101-10-000122						
Tax Year 2010	054-058-000-0003	MB Development Co & SPP	957,007		101-10-000315						
Tax Year 2010	044-228-000-0005	Amreit c/o Ram Realty Services	3,311,715		2009-52860						
Tax Year 2010	128-648-001-0001	4310 Dunlavy LLC	25,032,000		2009-55531						
Tax Year 2010	030-158-000-0001	M A D 88 Real Estate Ltd Pts	7,010,000		2009-58058						
Tax Year 2010	044-185-000-0012	Richmont Corp	20,902,023		2009-60327						
Tax Year 2010	044-225-000-0025	Amerit	3,186,000		2009-62216						
Tax Year 2010	044-184-000-0151	Andover Richmond Apts Ltd	4,871,900		2010-48685						
Tax Year 2010	044-225-000-0001	Weingarten Realty Investors	2,746,260		2010-48873						
Tax Year 2010	044-225-000-0002	Weingarten Realty Investors	7,070,000		2010-48873						
Tax Year 2010	044-225-000-0005	Weingarten Realty Investors	1,159,954		2010-48873						
Tax Year 2010	044-225-000-0105	Weingarten Realty Investors	1,659,916		2010-48873						
Tax Year 2010	044-225-000-0110	Weingarten Realty Investors	349,159		2010-48873						
Tax Year 2010	044-225-000-0145	Weingarten Realty Investors	3,021,265		2010-48873						
Tax Year 2010	044-225-000-0168	Weingarten Realty Investors	3,046,841		2010-48873						
Tax Year 2010	044-225-000-0169	Weingarten Realty Investors	9,596,947		2010-48873						
Tax Year 2010	044-225-000-0170	Weingarten Realty Investors	9,827,824		2010-48873						
Tax Year 2010	044-225-000-0171	Weingarten Realty Investors	6,900,154		2010-48873						
Tax Year 2010	039-220-000-0173	Weingarten Realty Investors	10,191,680		2010-48873						
Tax Year 2010	039-220-000-0008	The Place Apartments c/o Enes Management Corp	4,509,625		2010-50058						
Tax Year 2010	026-174-000-0007	KNA Partners Tower Inc	1,167,820		2010-56096						
Tax Year 2010	026-174-000-0001	KNA Partners Tower Inc	2,576,174		2010-56108						
Tax Year 2010	026-174-000-0006	KNA Partners Tower Inc	445,653		2010-56108						
Tax Year 2010	026-206-000-0004	Westheimer Commons	349,000		2010-57983						
Tax Year 2010	026-206-000-0003	Westheimer Commons	326,000		2010-57983						
Tax Year 2010	026-206-000-0005	Westheimer Commons	507,698		2010-57983						
Tax Year 2010	044-222-000-0110	Plaza JJP LLC	271,680		2010-60018						
Tax Year 2010	044-222-000-0156	Plaza JJP LLC	52,760		2010-60018						
Tax Year 2010	044-222-000-0157	Plaza JJP LLC	929,160		2010-60018						
Tax Year 2010	044-222-000-0170	Plaza JJP LLC	101,080		2010-60018						
Tax Year 2010	044-225-000-0030	Plaza JJP LLC	2,034,040		2010-60018						
Tax Year 2010	044-225-000-0140	Plaza JJP LLC	550,280		2010-60018						
Tax Year 2010	052-066-061-0006	YPI 2323 Shepherd LLC	9,750,931		2010-60379						
Tax Year 2010	128-648-001-0001	4310 Dunlavy LLC	25,032,000		2010-60813						
Tax Year 2010	054-035-000-0011	Mosley Gary B	300,000		2010-60898						
Tax Year 2010	052-357-000-0014	Allied American Bank / Wells Fargo Bank	3,029,000		2010-61432						
Tax Year 2010	117-007-001-0002	First Interstate Bank of Texas	1,049,990		2010-61432						
Tax Year 2010	051-072-000-0005	John Hunter Wright Jr GST Tr	463,690		2010-65834						
Tax Year 2010	051-072-000-0006	John Hunter Wright Jr GST Tr	411,480		2010-65834						
Tax Year 2010	056-125-000-0031	Platinum Global LP	875,397		2010-65834						
Tax Year 2010	038-224-000-0005	Tuna Samir N	741,855		2010-67006						

# Harris County Improvement District No. 11 Lawsuit and Arbitration Status Detail as of 1/21/2011

Jur 939

Tax Year	CAD No.	Owner Name	Original Value	Assessment Collected	Cause Number	Date Settled	Total Settled Value	Reduction in Assessment	% Reduction in Assessment	Designation Form Sent	Refund Notice Sent to Bkpr
Tax Year 2010	036-040-000-0006	2007 Museum Place Ltd	754,374		2010-67728						
Tax Year 2010	054-234-000-0012	Carter Michael M	2,365,000		2010-67745						
Tax Year 2010	026-197-000-0002	Emerald Land Company LC	1,341,000		2010-68185						
Tax Year 2010	121-712-001-0001	Katz Real Estate LP	1,000,000		2010-68212						
Tax Year 2010	036-040-000-0023	Memorial Trails Apartments Inc	543,238		2010-68505						
Tax Year 2010	029-161-000-0004	1732 LP	717,000		2010-68675						
Tax Year 2010	033-194-000-0001	4900 Travis Investments LLC	865,000		2010-68703						
Tax Year 2010	044-222-000-0145	McBride Randy Dr	1,070,583		2010-70109						
Tax Year 2010	044-225-000-0163	Follensby Corp N V	1,185,000		2010-71873						
Tax Year 2010	044-255-000-0055	Wertheim Thomas A Trustee	925,000		2010-76837						
Tax Year 2010	044-229-000-0011	Total Apt Maintenance Inc	202,539		2010-78495						
Tax Year 2010	Total	Unsettled Accounts, original value	188,429,643								
Tax Year 2010	Total	Unsettled Accounts, number of accounts	53								

Cumulative	Grand Total	Unsettled Accounts, original value	188,429,643
Cumulative	Grand Total	Unsettled Accounts, number of accounts	53

## Color Legend

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

## Abbreviations

NA	Not applicable
DELQ	Refund was not issued -- Reduction in assessment was applied to the account, and account still has a balance due.
PAID	Refund was not issued -- Reduction in assessment was applied to the account, and account is now paid in full.
BASA	Billed at settled amount -- Account had not been billed for this tax year before the lawsuit was settled; so account was adjusted (if needed) and billed at the settled amount.
NYB	Not yet billed



**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 6**  
**ASSESSMENT COLLECTION REPORT**  
**February 2011**  
**BILLING AND COLLECTION SUMMARY**  
**FISCAL YEAR**  
**01/01/11 - 12/31/11**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2010	0.12500	\$414,157.72	\$355,207.89	\$58,949.83	86%
2009	0.12500	\$426,864.14	\$415,446.28	\$11,417.86	97%
2008	0.12500	\$401,824.82	\$394,278.64	\$7,546.18	98%
2007	0.12500	\$313,472.22	\$308,658.92	\$4,813.30	98%

Current Month Activity

Revenue:	Current Month	Year to Date
2010 Assessment Collected	94,084.85	280,190.51
2009 Assessment Collected	-11,802.25	-11,415.43
2008 Assessment Collected	-13,098.52	-13,066.67
2007 Assessment Collected	-14,093.22	-12,848.84
Penalty & Interest	-491.05	221.02
Overpayments	66,281.89	70,520.17
Collection Fees	681.97	1,213.17
Court Fees	0.00	0.00
<b>Total Revenue</b>	<b>121,563.67</b>	<b>314,813.93</b>

Overpayments Presented for Refund	61,916.89	30,919.43
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2010:	<b>331,348,044</b>	Uncertified:	<b>1,095,782</b>
ASSESSED VALUE FOR 2009:	<b>341,512,915</b>	Uncertified:	<b>314,910</b>
ASSESSED VALUE FOR 2008:	<b>321,459,600</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2007:	<b>325,027,432</b>	Uncertified:	<b>0</b>

Assessment Collection Account: Prosperity Bank, Account No. 5234371

**ASSESSMENT PLAN PROJECTIONS**

YEAR	MAX RATE	PROJECTED LEVY	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE @ 10%
2007	0.12500	337,500	320,625	308,658.92	
2008	0.12500	337,500	320,625	394,278.64	
2009	0.12500	337,500	320,625	415,446.28	
2010	0.12500	337,500	320,625	355,207.89	
2011	0.12500	337,500	320,625		
2012	0.12500	337,500	320,625		
2013	0.12500	337,500	320,625		
2014	0.12500	337,500	320,625		
2015	0.12500	337,500	320,625		
2016	0.12500	337,500	320,625		
		<b>3,375,000</b>	<b>3,206,250</b>		<b>337,500</b>

The Projected Levy is based on the rate remaining at 0.12500

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

**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 6**  
**ASSESSMENT COLLECTION REPORT**  
**February 2011**

**TOP TEN ASSESSMENT PAYERS**

<b>PROPERTY OWNER</b>	<b>PROPERTY TYPE</b>	<b>ASSESSED VALUE</b>	<b>ASSESSMENT AMOUNT</b>
West Dallas LTD	Apartment Gardens	52,760,717	65,950.90
UST Realty Company	Office Buildings & Shop. Ctr	11,075,872	13,844.84
Armstrong Charles	Commercial Building	7,142,550	8,913.27
Riverside CPI LLC & Realty CEN	Apartment	7,031,179	8,788.97
4119 Montrose Limited	Office	6,827,718	8,534.65
Walgreens 03157	Retail/Drugstore	6,660,456	8,325.57
Post Richmond LP	Commercial Vacant	4,157,595	5,196.99
3815 Montrose Blvd LP	Office Buildings	3,748,194	4,685.24
Richmond Montrose CVS LP	Drugstore	3,639,030	4,548.79
4119 Montrose LTD	Office Buildings	3,625,962	4,532.45

NOTE: Updated December 2010

**TEN LARGEST DELINQUENT ACCOUNTS**

<b>PROPERTY OWNER</b>	<b>ACCOUNT NUMBER</b>	<b>YEAR</b>	<b>AMOUNT</b>
NRH Family Trust	92 004 140 000 0008	2007 - 2009	4,177.16
3815 Montrose Blvd LP	92 122 228 001 0001	2010	3,222.18
Molzan Inc	92 026 152 000 0031	2007 - 2010	2,751.75
Molzan Inc	92 026 152 000 0004	2007 - 2010	2,455.01
Francisco Valle	92 014 150 000 0015	2007 - 2010	2,068.49
Bruce Molzan	92 026 152 000 0006	2007 - 2010	1,998.42
Betty Frizell	92 014 150 000 0017	2007 - 2010	1,551.03
3815 Montrose Blvd LP	92 122 228 002 0001	2010	1,463.06
Eisemann J E III	92 052 155 001 0001	2010	1,394.50
Enterprise Bank	92 008 259 000 0003	2010	1,356.18

**HCID 6 TEN LARGEST DELINQUENT ACCOUNTS FOR TAX YEARS 2009 AND PRIOR**

PROPERTY OWNER	ACCOUNT NUMBER	ASSESSMENT YEAR	ASSESSED AMOUNT
NRH Family Trust – suit filed, trial date set for 5/25/11. 2010's are paid in full.	92 004 140 000 0008	2007 - 2009	4,177.16
Molzan Inc – suit filed. 2010's included in suit.	92 026 152 000 0031	2007 - 2009	1,978.69
Molzan Inc– suit filed. 2010's included in suit.	92 026 152 000 0004	2007 - 2009	1,800.00
Francisco Valle – suit filed, hearing date set for 3/23/11.	92 014 150 000 0015	2007 - 2009	1,514.03
Bruce Molzan– suit filed. 2010's included in suit.	92 026 152 000 0006	2007 - 2009	1,473.54
Omri Shafran & Victoria Cohen- suit has been prepared and will be filed shortly. 09-10 have been paid in full.	92 056 053 000 0019	2007 - 2008	1,204.68
Betty Jo Frizell – Betty is deceased. A suit has been entered and will be filed shortly against her heirs. 2010's included in suit.	92 014 150 000 0017	2007 - 2009	1,140.88
Rossini International Inc - suit has been prepared and will be filed shortly. 2010 has been paid in full.	92 026 157 000 0017	2008 & 2009	1,045.70
KP Hawthorne Ltd. - no response to demand letters or phone calls. The 2010's have been paid in full. We are submitting a statement to the lienholder, Wells Fargo.	92 037 031 000 0001	2009	1,000.76
205 Avondale LLC - no response to demand letters or phone calls. There does not appear to be a mortgage on this property. We are continuing collection efforts.	92 004 136 000 0015	2009	871.39



# Harris County Improvement District No. 6 Lawsuit and Arbitration Status Detail as of 1/21/2011

Jur 930

Tax Year	CAD No.	Owner Name	Original Value	Assessment Collected	Cause Number	Date Settled	Total Settled Value	Reduction in Assessment	% Reduction in Assessment	Designation Form Sent	Refund Notice Sent to Bkpr
<b>Tax Year 2007</b>											
Tax Year 2007	037-040-000-0001	Houston Skyline One LLC	875,000	\$987.50	2007-59940	5/15/2009	750,000	\$167.19	16.93%	x	7/1/2009
Tax Year 2007	037-031-000-0016	Cal State Investment Limited Partnership et al	1,120,670	\$1,400.84	2007-53296	7/10/2009	1,120,670	\$0.00	0.00%	NA	NA
Tax Year 2007	014-072-000-0007	Five Palms Developers LLC	495,865	\$619.83	2007-62005	7/10/2009	495,865	\$0.00	0.00%	NA	NA
Tax Year 2007	008-260-000-0013	Harris Dwayne & Paula D	586,439	\$733.05	2007-61531	8/7/2009	575,000	\$16.16	2.20%	9/11/2009	10/1/2009
Tax Year 2007	014-012-000-0004	Vega Adam G & Gladys H	741,300	\$926.63	2007-62040	8/7/2009	700,000	\$51.63	5.57%	9/11/2009	10/1/2009
Tax Year 2007	026-156-000-0016	Hagerty Thomas & Veronica / Hagerty Advertising Group	403,500	\$504.38	2007-62331	9/25/2009	395,235	\$7.36	1.46%	10/13/2009	11/2/2009
Tax Year 2007	026-154-000-0006	Bri Hawthorne Square Ltd	3,000,000	\$3,750.00	2007-51266	1/28/2010	2,825,000	\$218.75	5.83%	2/19/2010	3/8/2010
Tax Year 2007	014-154-000-0005	Snyder Saul c/o Brett Littell	832,236	\$1,040.30	2008-36848	1/28/2010	800,000	\$40.30	3.87%	2/19/2010	3/8/2010
Tax Year 2007	117-939-001-0001	Walgreens 03157	4,427,000	\$5,533.75	2006-58668	5/14/2010	3,900,000	\$658.75	11.90%	06/11/2010	7/19/2010
Tax Year 2007	023-067-000-0008	Nguyen Annie T	353,753	\$442.19	2007-65296	1/21/2011	353,753	\$0.00	0.00%	NA	NA
Tax Year 2007	026-164-000-0027	UST Realty Company c/o Univ of St. Thomas	2,201,662	\$2,752.08	2007-51269						
Tax Year 2007	<b>Total</b>	<b>Unsettled Accounts, original value</b>	<b>2,201,662</b>								
Tax Year 2007	<b>Total</b>	<b>Unsettled Accounts, number of accounts</b>	<b>1</b>								
<b>Tax Year 2008</b>											
Tax Year 2008	013-224-000-0004	Platisas Ioannis & Patricia	1,300,000	\$1,531.25	2008-46556	5/15/2009	1,225,000	\$100.31	6.55%	x	7/1/2009
Tax Year 2008	037-040-000-0001	Skyline Montrose Houston LLC	890,000	\$937.50	2008-69939	5/15/2009	790,000	\$125.00	13.33%	x	7/1/2009
Tax Year 2008	037-031-000-0016	Cal State Investment Limited Partnership et al	1,195,000	\$1,493.75	2008-55266	7/10/2009	1,140,000	\$68.75	4.60%	DELQ	NA
Tax Year 2008	120-768-001-0001	4119 Montrose Limited	4,476,000	\$5,595.00	2008-60799	8/21/2009	4,476,000	\$0.00	0.00%	NA	NA
Tax Year 2008	127-752-001-0001	4119 Montrose Ltd	9,696,083	\$12,120.10	2008-55241	1/28/2010	9,000,000	\$870.10	7.18%	2/19/2010	3/8/2010
Tax Year 2008	026-154-000-0006	Bri Hawthorne Square Ltd	3,372,323	\$4,215.40	2008-55303	1/28/2010	3,200,000	\$234.79	5.57%	2/19/2010	3/8/2010
Tax Year 2008	014-148-000-0012	Macey Louis Trustee	799,000	\$998.75	2008-57570	1/28/2010	750,000	\$61.25	6.13%	2/19/2010	3/8/2010
Tax Year 2008	030-246-000-0023	MTV4301 LLC	890,000	\$1,112.50	2008-57624	1/28/2010	830,000	\$75.00	6.74%	2/19/2010	3/8/2010
Tax Year 2008	004-139-000-0017	Toomey Guterman Family Ltd	341,740	\$427.18	2008-60713	1/28/2010	338,500	\$4.05	0.95%	2/19/2010	3/8/2010
Tax Year 2008	121-369-001-0001	515 Westheimer LP	3,100,000	\$3,875.00	2008-62716	1/28/2010	2,800,000	\$558.00	14.40%	2/19/2010	3/8/2010
Tax Year 2008	026-163-000-0021	UST Realty Company c/o Univ St. Thomas	4,030,436	\$5,038.05	2008-55359	2/26/2010	3,700,000	\$413.05	8.20%	3/16/2010	4/12/2010
Tax Year 2008	026-152-000-0019	Total Health Care Svc LLC	1,105,990	\$1,382.49	2008-57668	2/26/2010	1,000,000	\$149.71	10.83%	3/16/2010	4/12/2010
Tax Year 2008	014-064-000-0007	Heim Lam Inc	1,976,684	\$2,470.86	2008-57732	3/26/2010	1,889,000	\$109.61	4.44%	4/23/2010	5/17/2010
Tax Year 2008	026-163-000-0001	UST Realty Company c/o Univ St. Thomas	8,184,744	\$10,230.93	2008-55360	4/23/2010	6,500,000	\$556.22	5.44%	5/12/2010	7/19/2010
Tax Year 2008	026-164-000-0027	UST Realty Company c/o Univ St. Thomas	2,343,326	\$2,929.16	2008-55360	4/23/2010	2,247,000	\$120.41	4.11%	06/11/2010	7/19/2010
Tax Year 2008	030-246-000-0003	Borrell Leo J & H Judy	1,267,078	\$1,583.85	2008-57747	5/14/2010	1,267,078	\$0.00	0.00%	NA	NA
Tax Year 2008	037-035-000-0018	Boga Wetmoreland Ltd	3,000,000	\$3,750.00	2008-57166	8/6/2010	2,800,000	\$250.00	6.67%	8/24/2010	9/13/2010
Tax Year 2008	026-137-000-0024	411 Lovett LLC	1,371,800	\$1,714.75	2008-62102	8/20/2010	1,371,800	\$0.00	0.00%	NA	NA
Tax Year 2008	121-274-001-0001	Whiney Place Ltd	1,414,796	\$1,768.50	2008-62102	8/20/2010	1,414,796	\$0.00	0.00%	NA	NA
Tax Year 2008	023-064-000-0003	Littell Brett	540,000	\$675.00	2008-60710	12/10/2010	530,000	\$12.50	1.85%	1/4/2011	2/9/2011
Tax Year 2008	122-924-001-0001	B&P Residential LLC	1,236,418	\$1,545.52	2008-60730	12/10/2010	910,000	\$408.02	26.40%	1/4/2011	2/9/2011
Tax Year 2008	037-037-000-0003	Farb Aubrey & Trustee	1,463,000	\$1,828.75	2008-57717	1/21/2011	1,463,000	\$0.00	0.00%	NA	NA
Tax Year 2008	117-939-001-0001	Walgreens 03157	5,591,700	\$6,989.63	2008-53973						
Tax Year 2008	030-245-000-0003	4309 Yoakum LP	702,086	\$877.61	2008-57798						
Tax Year 2008	014-154-000-0005	Snyder Saul c/o Brett Littell	931,000	\$1,163.75	2008-64759						
Tax Year 2008	<b>Total</b>	<b>Unsettled Accounts, original value</b>	<b>7,234,786</b>								
Tax Year 2008	<b>Total</b>	<b>Unsettled Accounts, number of accounts</b>	<b>3</b>								
<b>Tax Year 2009</b>											
Tax Year 2009	057-036-000-0019	NRH Family Trust	200,000	\$0.00	101-09-000061	12/10/2009	200,000	\$0.00	0.00%	NA	NA



# Harris County Improvement District No. 6 Lawsuit and Arbitration Status Detail as of 1/21/2011

Jur 930

Tax Year	CAD No.	Owner Name	Original Value	Assessment Collected	Cause Number	Date Settled	Total Settled Value	Reduction in Assessment	% Reduction in Assessment	Designation Form Sent	Refund Notice Sent to Bkpr
Tax Year 2009	057-036-000-0020	NRH Family Trust	200,000	\$225.00	101-09-000060	1/28/2010	180,000	\$25.00	11.11%	DELQ	NA
Tax Year 2009	037-068-000-0005	Thompson Lisa	396,623	\$447.42	2009-49097	1/28/2010	357,933			DELQ	NA
Tax Year 2009	023-064-000-0009	Andover Properties Ltd	830,000	\$1,037.50	2009-57241	2/26/2010	738,000	\$115.00	11.08%	PAID	NA
Tax Year 2009	030-246-000-0008	Andover Properties Ltd	689,814	\$862.27	2009-57241	2/26/2010	555,663	\$167.69	19.45%	PAID	NA
Tax Year 2009	026-152-000-0019	Total Health Care Svc LLC	1,235,310	\$1,544.14	2009-70758	2/26/2010	1,100,000	\$320.69	20.77%	DELQ	NA
Tax Year 2009	037-037-000-0004	Siddiqui Sabrina	1,039,500	\$1,299.38	2009-63330	3/26/2010	832,632	\$258.59	19.90%	PAID	NA
Tax Year 2009	026-163-000-0001	UST Realty Company c/o Univ of St Thomas	6,944,978	\$8,681.22	2009-57057	5/14/2010	6,500,000	\$0.00	0.00%	N/A	N/A
Tax Year 2009	026-163-000-0021	UST Realty Company c/o Univ of St Thomas	3,691,605	\$4,614.51	2009-57057	5/14/2010	3,691,605	\$0.00	0.00%	NA	NA
Tax Year 2009	037-035-000-0018	UST Realty Company c/o Univ of St Thomas	2,247,000	\$2,808.75	2009-63612	5/14/2010	2,247,000	\$0.00	0.00%	NA	NA
Tax Year 2009	126-026-001-0001	Boga Wetmoreland Ltd / Scott William G	2,800,000	\$3,500.00	2008-57166	8/6/2010	2,664,000	\$170.00	4.86%	8/24/2010	9/13/2010
Tax Year 2009	008-262-000-0001	West Dallas, Ltd c/o Koontz/McCombs LLC	56,275.543	\$70,344.43	2009-56299	9/17/2010	49,000,000	\$9,094.43	12.93%	10/8/2010	11/11/2010
Tax Year 2009	127-752-001-0001	Osama Abdullatif	780,000	\$975.00	2009-63558	9/17/2010	700,000	\$100.00	10.26%	10/8/2010	11/11/2010
Tax Year 2009	122-924-001-0001	4119 Montrose Ltd	7,650,000	\$9,562.50	2009-57048	10/22/2010	7,100,000	\$687.50	7.19%	11/17/2010	12/9/2010
Tax Year 2009	014-064-000-0007	B&P Residential LLC	1,100,000	\$1,375.00	2009-66406	11/19/2010	900,000	\$250.00	18.18%	12/3/2010	
Tax Year 2009	117-939-001-0001	Heim Lam Inc	2,061,183	\$2,576.48	2009-63649	12/10/2010	1,975,000	\$107.73	4.18%	1/4/2011	2/9/2011
Tax Year 2009	018-045-000-0004	Walgreens 03157	6,366,871	\$7,958.59	2008-53973						
Tax Year 2009	018-045-000-0005	Garza Otila F	268,800	\$336.00	2009-59875						
Tax Year 2009	018-045-000-0006	Garza Otila F	192,000	\$240.00	2009-59875						
Tax Year 2009	026-154-000-0006	Garza Otila F	395,133	\$493.92	2009-59875						
Tax Year 2009	023-076-000-0001	BRI Hawthorne Square Ltd	2,890,000	\$3,612.50	2009-64031						
Tax Year 2009	014-010-000-0009	Memorial Trails Apartments Inc	1,398,328	\$1,747.91	2009-67128						
Tax Year 2009	008-266-000-0004	MAV Investments Inc	761,081	\$951.35	2009-67150						
Tax Year 2009	030-245-000-0010	Wheeler James M	769,152	\$961.44	2009-67221						
Tax Year 2009	120-768-001-0001	Littell Brett	764,600	\$955.75	2009-70727						
Tax Year 2009		4119 Montrose Limited	3,902,000	\$4,877.50	2010-00805						
Tax Year 2009	Total	Unsettled Accounts, original value	17,707,965								
Tax Year 2009	Total	Unsettled Accounts, number of accounts	10								

## Tax Year 2010

Tax Year 2010	030-245-000-0020	1920 Manor LLC	378,669	0.00 ?	101-10-000274	1/21/2011	338,034			BASA	
Tax Year 2010	004-139-000-0002	Khawaja Abbas & Teskeen	714,568		101-10-000112						
Tax Year 2010	026-095-000-0001	Mazza Bruce S & Beverly L	791,971		101-10-000140						
Tax Year 2010	030-246-000-0008	Andover Properties Ltd	681,033		2010-48685						
Tax Year 2010	126-926-001-0001	West Dallas, Ltd c/o Koontz/McCombs LLC	52,760,717		2010-52973						
Tax Year 2010	117-939-001-0001	Walgreens 03157	6,600,456		2010-60599						
Tax Year 2010	127-752-001-0001	4119 Montrose Ltd	6,827,718		2010-60985						
Tax Year 2010	026-163-000-0021	UST Realty Company	6,393,372		2010-61021						
Tax Year 2010	008-262-000-0001	UST Realty Company	2,857,500		2010-61030						
Tax Year 2010	018-045-000-0004	Abdullatif Osama	780,000		2010-61463						
Tax Year 2010	018-045-000-0005	Garza Otila F	268,800		2010-64250						
Tax Year 2010	018-045-000-0006	Garza Otila F	192,000		2010-64250						
Tax Year 2010	026-164-000-0027	Garza Otila F	380,038		2010-64250						
Tax Year 2010	030-245-000-0014	UST Realty Company	1,825,000		2010-67730						
Tax Year 2010	030-245-000-0008	Yoshida Naomitsu & Maemi	1,062,962		2010-68537						
Tax Year 2010		The Nations Family Limited Partnership Ltd	1,020,000		2010-68544						
Tax Year 2010	030-245-000-0010	Littell Brett	828,106		2010-68607						

# Harris County Improvement District No. 6 Lawsuit and Arbitration Status Detail as of 1/21/2011

Jur 930

Tax Year	CAD No.	Owner Name	Original Value	Assessment Collected	Cause Number	Date Settled	Total Settled Value	Reduction in Assessment	% Reduction in Assessment	Designation Form Sent	Refund Notice Sent to Bkpr
Tax Year 2010	008-266-000-0004	Wheeler James M	764,218		2010-68633						
Tax Year 2010	037-037-000-0003	Farb Aubrey & Trustee	1,445,640		2010-71841						
Tax Year 2010	030-246-000-0003	Borrell Leo J & H Judy	1,173,466		2010-71890						
Tax Year 2010	023-076-000-0001	Memorial Trails Apartments Inc	1,344,641		2010-71941						
Tax Year 2010	023-076-000-0008	Memorial Trails Apartments Inc	427,410		2010-77714						
Tax Year 2010	Total	Unsettled Accounts, original value	89,199,616								
Tax Year 2010	Total	Unsettled Accounts, number of accounts	21								

## Cumulative

Cumulative	Grand Total	Unsettled Accounts, original value	116,334,029
Cumulative	Grand Total	Unsettled Accounts, number of accounts	35

## Color Legend

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

## Abbreviations

NA	Not applicable
x	Previous to implementation of Designation Form
DELQ	Refund was not issued -- Reduction in assessment was applied to the account, and account still has a balance due.
PAID	Refund was not issued -- Reduction in assessment was applied to the account, and account is now paid in full.
BASA	Billed at settled amount -- Account had not been billed for this tax year before the lawsuit was settled, so account was adjusted (if needed) and billed at the settled amount.
NYB	Not yet billed



MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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11. Receive and consider recommendations from the Public Safety Committee related to:
- Patrol Activity Report for the month of February
  - Purchase of chair for the Neartown Storefront.

MONTROSE DISTRICT AGENDA MEMORANDUM

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TO: Montrose Management District Board of Directors

FROM: David Hawes

DATE: March 7, 2011

ITEM 11: Receive and consider recommendations from the Public Safety Committee related to Patrol Activity Report for the month of February and the purchase of chair for the Neartown Storefront

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The Montrose Management District Public Safety and Security Committee held a meeting on Friday, January 21<sup>st</sup>, 2010, at 9:30 AM at 4310 Dunlavy, Houston TX 77006.

Montrose Management District Board members present was Brad Nagar  
Staff member present was Josh Hawes  
Public present was Officer Victor Beserra

The Committee was called to order at 9:30 AM and was adjourned at 11:00 AM.

**THE COMMITTEE CONSIDERED THE FOLLOWING:**

1. Reviewed the December Patrol Report.
2. Discussed purchase of chair for the Neartown Storefront

**COMMITTEE RECOMMENDATIONS:**

The Committee recommends that the board approve the purchase of a chair for the Neartown Storefront at a cost of no more than \$300.00

**FISCAL NOTE:**

The approved District Budget for Neartown Storefront Equipment is \$1,500.

## **East Montrose Patrol**

**February 2011**

### **2-2-11 John Obenhaus 1615-2115**

1640hrs: The officer checked a location at 1022 Westheimer.

1712hrs: While on patrol the officer checked a location at 803 Hawthorne.

1726hrs: The officer checked a location at 1834 Westheimer.

1850hrs: While on patrol the officer checked several locations in the 1400 through 1800 blocks of W. Gray.

1932hrs: The officer checked and released a suspicious person in the 2400 block of Converse.

2000hrs: Location checked at Richmond and S. Shepherd.

### **2-3-11 A.J. Girndt 1615-2115**

1645hrs: The officer checked a location at W. Dallas and Waugh.

1702hrs: While on patrol the officer checked and released a suspicious male at Bomar and Montrose.

1755hrs: The officer checked a location at 3317 Montrose.

1835hrs: The officer checked several locations in the 400 block of Westmoreland.

1910hrs: The officer spoke to the manager on duty at Kroger (1938 W. Gray) about the management district.

1935hrs: The officer spoke to the manager on duty at Tavern (1340 W. Gray) about the management district. Concerns included BMV's in east plot on Wednesdays from 6pm to 10pm. The officer advised the manager to replace/increase lighting.

2040hrs: While on patrol the officer responded to a suicide in progress call at 1219 Welch. The patient was transferred to the V.A. Hospital.

### **02-05-11 A.J. Girndt 0845-1345**

0942hrs: The officer checked a location at Jackson and Grant.

0955hrs: While on patrol the officer checked a location at 2221 W. Dallas.

1037hrs: Location checked at 3317 Montrose.

1048hrs: The officer checked several locations in the 400 block of Westmoreland.



1108hrs: While on patrol the officer observed a person down in the 700 block of Hawthorne. The officer warned the suspect to leave the area.

1130hrs: The officer received a call from an apartment manager in the 4300 block of Dunlavy about parking violations in a tow away zone. The officer issued two parking citations.

1150hrs: The officer spoke to the manager on duty at 1420 Richmond about the Montrose Patrol. Manager said she had no concerns at this time but was glad to hear about the service.

1210hrs: The officer spoke to the manager on duty at 2075 Westheimer about the Montrose Patrol. Concerns include panhandlers, solicitors, teens selling candy, and shoplifters.

1220hrs: While on patrol the officer checked a location at 2325 S. Shepherd.

1240hrs: The officer checked a location at 1919 W. Gray.

1328hrs: The officer spoke to the manager on duty at 1214 Westheimer about the Montrose Patrol. Concerns include panhandlers, sleeping bums trespassing. The officer gave the manager a trespassing affidavit.

**2-5-11 V. Beserra/ J. Obenhaus 1400-1900**

1415hrs: While on patrol the officers observed a suspicious person in the 800 block of Hyde Park.

1435hrs: The officers checked a location at Richmond and S. Shepherd.

1450hrs: The officers checked a location at 1834 Westheimer.

1508hrs: While on patrol the officers observed a suspicious female in the 800 block of Hyde Park sitting on the corner.

1525hrs: The officers arrested a male in the 500 block of Pacific for possession of a crack pipe and issued a citation for walking in a roadway when sidewalk was provided. The officers tagged all evidence.

1645hrs: The officers arrested a male at 920 Richmond for consumption on a non alcohol premise and five city warrants.

1810hrs: While on patrol the officers checked a location at 926 Westheimer.

**02-05-2011 K. Mountain 2315-0415**

0005hrs: While on patrol the officer issued a parking citation in the 600 block of Pacific.

0035hrs: The officer checked several locations in the 400 block of Westmoreland.

0110hrs: While on patrol the officer checked the parking lot at 1952 W. Gray for BMV's. None were found.

0135hrs: The officer checked the parking lot at 1340 W. Gray for BMV's. None were found.

0210hrs: Location checked at 3317 Montrose.

0230hrs: While on patrol the officer responded to a disturbance call in the 800 block of Hyde Park and Grant about an assault. There was a large crowd of female club goers fighting in the street who were dispersed by private security using pepper spray as the officer arrived. There was a second assault in the rear parking lot involving four males who decided to leave without making a report.

0340hrs: The officer checked by with 1A25N about a public lewdness call. The officer arrested two males who were having sex in a parked vehicle.

**02-06-11 R. Kuo 1330-1830**

1433hrs: While on patrol the officer checked a location at 2221 W. Dallas.

1515hrs: The officer checked a location at 4310 Dunlavy.

1612hrs: The officer checked several locations in the 3600 block of Montrose.

1634hrs: While on patrol the officer checked several locations in the 300 block of Westheimer.

1704hrs: The officer checked a location at 515 Westheimer.

1748hrs: While on patrol the officer was flagged down by the manager on duty at 3317 Montrose concerning suspicious criminal mischief. Suspect was gone on arrival.

**2-7-11 L. Laureano 1615-2115**

1625hrs: The officer observed a male panhandling at S. Shepherd and Richmond and issued a trespassing warning and released him.

1740hrs: While on patrol the officer checked several locations in the 2000 block of Richmond.

1820hrs: While on patrol the officer observed a suspicious person dancing on the bridge at Montrose and 59. The officer checked by with 1A39E but the suspect was gone on arrival.

1915hrs: The officer checked a location at S. Shepherd and Westheimer.

2010hrs: While on patrol the officer checked and released two suspicious males in the 2500 block of Crocker.

**2-9-11 John Obenhaus 1615-2115**

1650hrs: The officer responded to an alarm call at 2612 Stanford. False alarm.

1740hrs: The officer checked and released two suspicious males in the 3300 block of Mt. Vernon.

1801hrs: The officer checked and released a suspicious male in the 400 block of W. Alabama.

1911hrs: While on patrol the officer responded to a residence alarm at 405 Avondale. Turned out to be a false alarm.

1920hrs: The officer warned a male in the 200 block of Avondale about soliciting prostitution.

**2-10-11 A.J. Girndt 1630-2130**

1657hrs: While on patrol the officer checked several locations near Hyde Park and Converse.

1722hrs: The officer checked a location at 4 Chelsea.

1745hrs: The officer checked a location at 1001 Waugh.

1800hrs: While on patrol the officer checked several locations in the 1400 through 1500 blocks of W. Gray.

1828hrs: The officer checked a location at 2075 Westheimer.

1847hrs: While on patrol the officer checked by on a traffic stop at Hazard and Richmond.

1939hrs: Location checked at 1834 Westheimer.

1955hrs: The officer checked a location at Dunlavy and W. Alabama.

2022hrs: While on patrol the officer checked and released two suspicious males at Hyde Park and Converse.

2119hrs: The officer checked several locations in the 400 block of Westmoreland.

**2-10-11 V. Beserra 2200-0300**

2235hrs: Location checked at 1915 W. Gray.

2320hrs: While on patrol the officer checked several locations in the 1400 block of Richmond.

0015hrs: The officer checked and released a male in the 4100 block of Dunlavy.

0040hrs: The officer checked by with 1A36H on a disturbance in the 2400 block of Stanford.

0150hrs: While on patrol the officer checked a location at S. Shepherd.

0225hrs: While on patrol the officer checked by with 1A09X on a traffic stop in the 900 block of Westheimer.

**2-11-11 V. Beserra**

2220hrs: The officer checked a location at 2001 block of Westheimer.

2324hrs: The officer checked a location at 4504 Graustark.



2325hrs: While on patrol the officer checked and released a suspicious male in the 400 block of Westheimer.

0010hrs: The officer responded to a suspicious vehicle call at 1938 W. Gray. Suspect was checked and released.

0110hrs: While on patrol the officer checked several locations in the 1700 block of Richmond.

0215hrs: The officer checked by with 1A22N about an assault in progress call at 614 Hyde Park.

**02-12-11 A.J. Girndt 0845-1345**

0928hrs: The officer checked a location at 2221 W. Dallas.

0956hrs: Location checked at 1001 Waugh.

1026hrs: While on patrol the officer issued a parking citation in the 600 block of Fargo.

1036hrs: The officer observed a vehicle with an open window with miscellaneous items visible on the back seat in the 1200 block of Missouri. The officer filled out a BMV pamphlet.

1114hrs: The officer checked several locations in the 400 block of Westmoreland.

1126hrs: The officer advised a homeless male near a dumpster in the 4400 block of Stanford to leave, which he did with no conflict.

1135hrs: The officer checked a location at Chelsea and Montrose.

1155hrs: While on patrol the officer observed 5 suspicious males on the plot at 3317 Montrose. All 5 left when they saw the officer approaching.

1325hrs: The officer checked by with 1A21D about an assault that had just occurred at Stanford and Hyde Park. Suspect was gone on arrival.

**2-12-11 V. Beserra 1800-2300**

1835hrs: The officer checked a location at 3519 S. Shepherd.

1920hrs: While on patrol the officer checked by with 1A05X on a narcotics investigation.

1945hrs: The officer arrested a male at 817 Fairview for felony retaliation and criminal mischief.

2210hrs: The officer checked several locations in the 2000 block of W. Gray.

**2-12-11 K. Mountain 2315-0415**

2340hrs: The officer issued a parking citation in the 600 block of Pacific.

2350hrs: The officer issued a parking citation in the 2200 block of Converse.

0000hrs: The officer issued a parking citation in the 900 block of Hyde Park.

0025hrs: While on patrol the officer checked by with 1A34N about a person down at Fairview and Crocker. The male was believed to have been suffering from a heart attack, and had a history of high blood pressure and diabetes. The male was highly intoxicated and complained of chest pain. Transported by HFDA08.

0050hrs: The officer checked a location at 2221 W. Dallas.

0150hrs: While on patrol the officer checked several locations in the 1900 block of Richmond.

0210hrs: The officer monitored the club patrons leaving the area at Grant and Hyde Park.

0245hrs: The officer checked several locations in the 400 block of Westmoreland.

0315hrs: Location checked at 3317 Montrose.

**02-13-11 R. Kuo 1900-0000**

1924hrs: The officer checked a location at 3317 Montrose.

2032hrs: While on patrol the officer checked a location at 515 Westheimer.

2117hrs: The officer checked a location at 3939 Montrose.

2200hrs: Location checked at 4310 Dunlavy.

2238hrs: The officer checked a location at 2001 Montrose.

2331hrs: While on patrol the officer checked a location at 2221 W. Dallas.

**2-16-11 L. Laureano 1615-2115**

1635hrs: The officer checked a location at 1919 W. Gray.

1720hrs: While on patrol the officer checked a location at 4310 Dunlavy.

1805hrs: The officer checked several locations in the 200 block of Westheimer.

1820hrs: While on patrol the officer received an illegal parking complaint in the 4700 block of Dunlavy. The vehicle in question was gone on arrival.

1845hrs: While on patrol the officer received a call from the complex owner at 1661 Kipling Who inquired about a BMV that had occurred earlier that week. The officer went to the location and observed that more lighting was needed and the owner requested that the patrol would drive on the location.

1920hrs: While on patrol the officer responded to a disturbance in the 800 block of Pacific. The officer arrested a male for public intoxication.

**02-17-11 A. J. Girndt 1615-2115**

1655hrs: While on patrol the officer checked and released a suspicious person in the 5100 block of Travis.

1741hrs: The officer checked a location at 922 Montrose.

1809hrs: The officer checked a location at 1661 Kipling.

1824hrs: While on patrol the officer checked a location at 2075 Westheimer.

1844hrs: The officer checked several locations in the 1900 block of W. Gray.

1935hrs: The officer performed surveillance at Fairview and Converse.

2014hrs: While on patrol the officer checked a location in the 400 block of Westmoreland.

2040hrs: The officer checked a location at Westheimer and S. Shepherd.

2100hrs: While on patrol the officer was flagged down at 802 Westheimer regarding a missing adult. The officer instructed to go to the station to make a report.

**2-17-11 V. Beserra 2200-0300**

2240hrs: While on patrol the officer checked several locations in the 2200 block of W. Dallas.

2320hrs: The officer checked a location at 3407 Montrose.

0030hrs: The officer checked and released three suspicious persons in the 2300 block of Grant.

0115hrs: The officer checked several locations in the 1600 block of Kipling.

0155hrs: While on patrol the officer arrested a male in the 400 block of Pacific for possession of a shopping cart and walking in the roadway.

**2-18-11 John Obenhaus 1615-2115**

1635hrs: While on patrol the officer observed 7 suspicious males wearing gang affiliated clothing standing near vehicles in the 2500 block of Dunlavy.

1730hrs: The officer issued a male a citation in the 4300 block of Garrott for littering. He was observed throwing items out of a dumpster.

1815hrs: While on patrol the officer checked by with a patrol unit.



1830hrs: The officer checked by with his supervisor in the 1200 block of Willard on meeting with a firefighter about an intoxicated female. She agreed to go inside.

1900hrs: The officer checked a location at 1834 Westheimer.

2020hrs: The officer checked by with 1A01X on a traffic stop in which the suspect was later charged with possession with marijuana.

**2-18-11 V. Beserra 2200-0300**

2230hrs: While on patrol the officer checked several locations in the 1200 block of Westheimer.

2310hrs: The officer checked several locations in the 400 block of Westmoreland.

0005hrs: The officer checked by with 1A21N about a loud noise near Ridgewood and Missouri.

0045hrs: The officer checked and released a suspicious male in the 3300 block of Montrose.

0125hrs: While on patrol the officer checked several locations in the 4300 block of Dunlavy.

0230hrs: The officer checked by with 1A21H about a major accident in the 1900 block of W. Gray.

**02-19-11 A. J. Girndt 0915-1415**

0946hrs: The officer checked a location at Fairview and Converse.

0954hrs: The officer issued a parking citation in the 500 block of W. Polk.

1015hrs: While on patrol the officer observed that the front entrance and the back exit gates were both open at 2221 W. Dallas.

1102hrs: The officer checked a location at Milford and Bayard.

1209hrs: While on patrol the officer was flagged down at 1400 Marconi for directions.

1250hrs: The officer checked several locations in the 3700 block of S. Shepherd.

1303hrs: While on patrol the officer checked by at 602 W. Alabama about a hold up panic alarm. False alarm.

1350hrs: The officer checked a location at Westheimer and S. Shepherd.

**2-19-11 K. Mountain 2315-0415**

2350hrs: The officer issued a parking citation in the 600 block of Pacific.

0040hrs: While on patrol the officer checked several locations in the 400 block of Westmoreland.

0105hrs: The officer checked a location at 2221 W. Dallas.

0135hrs: While on patrol the officer observed a homeless man sleeping on the bench in front of 1996 W. Gray. The officer advised him to leave the area and the suspect complied.

0150hrs: The officer issued a parking citation in the 400 block of Pacific.

0215hrs: The officer monitored the patrons leaving the clubs at Fairview and Crocker.

0330hrs: Location checked at 3939 Montrose.

0355hrs: The officer checked a location at 3317 Montrose.

**02-20-11 R. Kuo 2000-0100**

2022hrs: The officer checked a location at 3317 Montrose.

2111hrs: The officer checked a location at 2001 Montrose.

2201hrs: While on patrol the officer checked a location at 4310 Dunlavy.

2313hrs: The officer checked a location at 3939 Montrose.

2345hrs: Location checked at 515 Westheimer.

0030hrs: The officer checked a location at 2221 W. Dallas.

**2-21-11 V. Beserra 1615-2115**

1640hrs: While on patrol the officer checked a location at 3209 Montrose.

1710hrs: The officer checked and released a suspicious male at 817 Fairview.

1740hrs: The officer spoke to the owner of 1661 Kipling about the car break in prevention.

1825hrs: The officer handed out 32 Crime prevention pamphlets to customers.

1920hrs: The officer checked a location at 2221 W. Dallas.

2035hrs: While on patrol the officer checked by with 1A32E about an assault in progress at Wesheimer and Mt. Vernon.

**2-22-11 John Obenhaus 1615-2115**

1630-1745hrs: The officer arrested a male at 2030 for Criminal trespassing. The officer completed report and charges.

1810hrs: While on patrol the officer checked several locations in the 1400-1800 block of W. Gray.

1912hrs: The officer checked several locations in the 200 block of Westheimer.

1935hrs: While on patrol the officer checked and released a suspicious man in the 700 block of Hyde Park.

2000hrs: The officer checked a location at 300 W. Alabama.

**2-24-11 A. J. Girndt 1630-2130**

1720hrs: While on patrol the officer checked by with 1A27X on a DWI arrest.

1750hrs: The officer checked by with 1A33E.

1837hrs: While on patrol the officer checked several locations in the 4700 block of Montrose.

1901hrs: The officer checked several locations in the 400 block of Westmoreland.

1940hrs: The officer checked several locations in the 1500 block of W. Gray.

2030hrs: The officer issued a parking citation in the 2500 block of Yupon.

2048hrs: While on patrol the officer checked several locations in the 1900 block of W. Gray.

2114hrs: The officer received a call about a suspicious person at 1539 Nevada. Suspect was gone on arrival.

**2-24-11 V. Beserra 2200-0300**

2240hrs: The officer checked a location at 1938 W. Gray.

2300hrs: The officer checked a location at 1661 Kipling.

0005hrs: While on patrol the officer checked and released a suspicious male in the 800 block of Hyde Park.

0045hrs: The officer checked and released a suspicious male in the 2400 block of Converse.

0120hrs: The officer checked a location at 2001 Westheimer.

0210hrs: The officer checked a location at 2221 W. Dallas.

**2-25-11 John Obenhaus/Aaron Day 1615-2115**

1645hrs: The officers checked and released a suspicious male in the 3300 block of Stanford.

1705hrs: While on patrol the officers observed several suspicious people standing by a tree on Lovett at Mt. Vernon. The officers advised them to leave.

1745hrs: The officers checked and released a suspicious person in the 2300 block of Taft.

1810hrs: The officers warned a panhandler in the 900 block of Richmond to leave the area.



1840hrs: While on patrol the officers observed a suspect littering. Upon seeing the officers, the suspect fled but was arrested and charged with evading arrest.

2030hrs: The officers checked several locations in the 1900 block of W. Gray.

#### **2-26-11 Aaron Day 1000-1500**

1000hrs: While on patrol the officer checked a location at 3317 Montrose.

1030hrs: The officer checked and released a suspicious person at Montrose and W. Gray.

1150hrs: While on patrol the officer observed a homeless male trespassing at 1540 W. Gray. The officer issued a trespassing warning and advised him to leave.

1240hrs: The officer checked a location at 2608 S. Shepherd.

1330hrs: While on patrol the officer checked several locations in the 500 block of Westheimer.

1400hrs: The officer checked a location at 3519 S. Shepherd.

1415hrs: While on patrol the officer checked a location at 2301 Montrose.

#### **2-26-11 K. Mountain 2330-0430**

2345hrs: The officer issued 1 parking ticket in the 600 block of Pacific.

0012hrs: While on patrol the officer checked a location at 2221 W. Dallas.

0045hrs: The officer observed a traffic hazard in the 1200 block of Westheimer. The officer moved a metro bus sign off of the roadway.

0130hrs: The officer checked several locations in the 4400 block of Yoakum.

0220hrs: The officer checked several locations in the 400 block of Westmoreland.

0250hrs: While on patrol the officer checked a location at 2075 Westheimer and observed no problems.

0315hrs: The officer checked a location at 3939 Montrose.

0400hrs: Several locations checked in the 300 block of Avondale.

#### **2-27-11 A. Girndt 0800-1300**

0808hrs: The officer checked by with an on duty patrol unit on a hold up alarm call at 2416 Bagby. The alarm was false.

0820hrs: While on patrol the officer checked by with an on duty patrol unit on a person down in the 300 block of Hawthorne.

0900hrs: The officer helped the Houston Fire Department on a fire in the 200 block of Marshall.

0944hrs: Several locations checked in the 400 block of Westmoreland.

1005hrs: Several locations checked in the area of Hyde Park and Converse.

1040hrs: The officer checked a location at 2221 W. Dallas.

1155hrs: The officer checked a suspicious vehicle at Yoakum and Hyde Park. The vehicle was clear.

1215hrs: Several locations checked in the 1500 block of W. Gray.

1230hrs: The officer checked a location at 2075 Westheimer and observed no problems.

**2-27-11 R. Kuo 1800-2300**

1810hrs: The officer checked a location at 3317 Montrose and observed no problems.

1906hrs: Several locations checked in the 2000 block of Montrose.

1922hrs: While on patrol, the officer checked by with an on duty patrol unit at 1901 Richmond on a Natural DOA.

2004hrs: The officer checked a location at 515 Westheimer and observed no problems.

2101hrs: While on patrol the officer checked a location at 4310 Dunlavy and observed no problems.

2203hrs: Several locations checked in the 2200 block of W. Dallas.

2236hrs: The officer checked a location at 3939 Montrose

**2-28-11 V. Beserra 1615-2115**

1641hrs: The officer issued 1 parking ticket in the 4300 block of Dunlavy.

1755hrs: While on patrol the officer checked several locations in the 1900 block of Richmond.

1825hrs: The officer checked a location at 2221 W. Dallas and observed no problems.

1910hrs: The officer observed a suspicious male in the 800 block of Hyde Park. The officer checked the male for warrants and released him.

2007hrs: While on patrol the officer observed a male trespassing at the Blockbuster at 1917 W. Gray. The officer warned the suspect and released him.

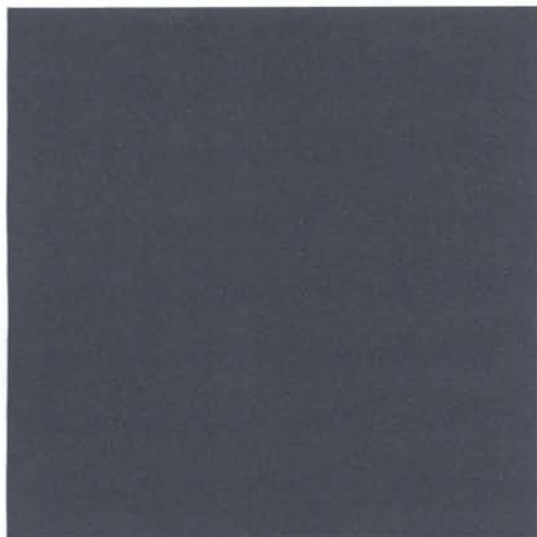
**Arrest totals**

Felonies 1

Misdemeanors 11

Tickets	1
Parking tickets	11
Misd. Warrants	5
Bodies in jail	10





## Realspace PRO™ Quantum Mesh Mid-Back Task Chair, 50 1/2"H x 29 1/2"W x 28"D, Black Frame, Black Fabric

Item # 510830

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MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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12. Receive update and consider recommendations from the Business and Economic Development Committee related to:
- An agreement with Curb Branding in the amount of \$8,100 to develop a District logo

MONTROSE DISTRICT AGENDA MEMORANDUM

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TO: Montrose Management District Board of Directors

FROM: David Hawes

DATE: March 7, 2011

ITEM 12: Receive and consider recommendations from the Business and Economic Development regarding an agreement for development of a District logo and the proposed 2011 PR and Marketing Budget

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The Montrose Management District Business and Economic Development Committee held a meeting on Wednesday, January 12, 2011, at 5:00 p.m. 802 Westheimer, Houston TX 77006.

Montrose Management District Board members present were Claude Wynn, Tripp Carter, Tammy Manning, Jacklyn Cross and Dr. Randy Mitchmore.

Staff members present Gretchen Larson and Josh Hawes

Public present was Pahl Samson with CURB Branding

The Committee was called to order at 5:05 p.m. and was adjourned at 6:15 p.m.

**THE COMMITTEE CONSIDERED THE FOLLOWING:**

1. Agreement with Curb Branding for the development of District logo.
2. Proposed marketing and business development budget for 2011.

**COMMITTEE RECOMMENDATIONS:**

The committee recommends that the District enter into an agreement with CURB Branding for the development of a District logo not to exceed \$8,100 with \$400 for direct expenses.

**FISCAL NOTE:**

The total amount recommended for the agreement is \$8,100 plus direct expenses not to exceed \$400 for CURB Branding and is included in the \$70,000 for the proposed 2011 PR and marketing budget allocation.



MEMORANDUM

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TO: Montrose District Board of Directors  
FROM: District Executive Director  
DATE: March 7, 2011  
SUBJECT: Business and Economic Development Committee Meeting

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The Business and Economic Development Committee met on Wednesday, January 12 at 5:00 p.m. at the HPD Storefront, located at 802 Westheimer, Houston, Texas.

Montrose District Board & Committee Members present were; Claude Wynn, Tripp Carter, Tammy Manning, Jacklyn Cross and Dr. Randy Mitchmore.

Staff members present were Gretchen Larson and Josh Hawes. Guests present: Pahl Samson of CURB Branding.

The Committee was called to order at 5:05 p.m. and was adjourned at 6:15 p.m.

**THE COMMITTEE CONSIDERED THE FOLLOWING:**

1. Receive reports and consider recommendations from the Committee related to:
  - a. Review of draft agreement with Curb Branding Design Services for the development of District logo.

Staff reviewed with the committee the draft agreement which had been submitted by CURB Branding noting that the original fee had changed from the \$3,840 to a proposed \$8,100. Staff informed the committee that they had met with Pahl and requested that CURB submit a revised proposal as well as their recommended proposal so that the process could move forward if everything was acceptable to the committee in either proposal.

Pahl discussed both proposals with the committee stating that either would be fine but the recommended one included an expanded scope to include an official "unveiling" of the logo and associated e-blast and incorporation into the website by CURB staff.

Staff noted that certain aspects of the proposed work could be handled in-house if needed however they recommended that the committee approve the original proposals not to exceed the \$8,100 and \$400 for direct expenses.

The committee discussed the various options noting that they agreed with the consultant and staff recommendation for the original proposal not to exceed \$8,100 with \$400 for direct expenses. The committee asked that the agreement be forwarded to the board for consideration.

- b. Consider draft marketing and business development budget for 2011.

Staff reviewed with the committee the draft budget for 2011 noting that it was a work in progress as the District merger still needed to be addressed and the logo developed before any funds were expended on print materials or event planning. The draft budget was proposed at \$70,000 for CY 2011.

The committee reviewed the proposed budget and recommended that it be forwarded to the board for consideration.

**Montrose District - Business and Economic Development  
2011 PR and Marketing Proposed Budget**

	Jan-March	April-June	July-Sept	Oct-Dec
Publications				
Logo Development 2nd half payment	\$2,500	\$2,500	\$2,500	\$2,500
Montrose Food/Music/Arts Event	\$4,000	\$4,000		
Montrose Crawl Sponsorship			\$25,000	
Recycling Events		\$2,000		\$2,500
				\$2,000
Exhibiting AV Equipment	\$2,500			
Misc. Supplies and Design Services	\$5,000			
Marketing materials/promotional items			\$3,000	
Committee Contingency				\$10,000
Note: costs for events estimated and may be higher/lower depending upon participation and in-kind donations/services				
Total	\$14,000	\$8,500	\$30,500	\$17,000
Grand Total			\$	70,000.00





## MONTROSE MANAGEMENT DISTRICT

**CURBBRANDING**  
design and branding solutions  
1135 W CLAY rd, HOUSTON TX 77019  
281 460 5009  
PAHL@CURBBRANDING.COM

### **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CURB BRANDING AND the MONTROSE MANAGEMENT DISTRICT**

**THIS AGREEMENT** ("Agreement") for Professional Services, dated and effective as of March 7, 2011 (the "Effective Date"), is hereby made and entered into by and between the CURB Branding (hereinafter "Consultant") having a place of business located at 1135 West Clay Rd., Houston, Texas 77019. Consultant and the Montrose Management District are each individually referred to as a "Party" and collectively as the "Parties."

The Parties agree as follows:

#### **1. SCOPE OF SERVICES**

1.1 Consultant agrees to undertake and perform certain consulting and professional engineering services in accordance with the terms and conditions contained herein, for the Montrose Management District Logo Project (the "Project"). The compensation for Consultant shall be on the basis described in Exhibit "A" and shall not exceed eight thousand one hundred and no/100 dollars (\$8,100.00). In addition to compensation for consultation described in Exhibit "A", reimbursable expenses shall be as described in Exhibit "B" and shall not exceed four hundred and no/100 dollars (\$400.00). The time schedules for the services are attached as Exhibit "C." The scope of the work is as detailed in Exhibit "D." Each of these Exhibits "A" through "D" is incorporated into this Agreement by reference for all purposes.

1.2 Consultant will not perform additional services unless the same are agreed to in writing by both parties prior to the performance of such services. The Client shall not be responsible or liable for any additional services performed by the Consultant unless such additional services have been approved in accordance with this section.

#### **2. INVOICES AND PAYMENTS FOR SERVICES**

2.1 Consultant's invoices must identify with specificity the work or services performed and the date(s) of such work or services.

2.2 Unless otherwise expressly stated herein or in Exhibit "A", payment shall be on a time and materials basis under the Schedule of Fees and Charges contained in Exhibit "A." Client shall pay undisputed portions of each progress invoice within thirty (30) days of receipt of the invoice after services for which payment is sought have been rendered ("Payment Due Date"). If payment for an undisputed invoice is not received on or before the Payment Due Date, Consultant may suspend further performance hereunder until all undisputed invoices have been paid in full. Client shall notify Consultant of any disputed amount within fifteen (15) days of receipt of the invoice or receipt of service, whichever is later, give reasons for the objection, and pay the undisputed amount on or before the Payment Due Date. Late payments shall accrue interest in accordance with Section 2253.021 of the Texas Government Code.

#### **3. CONFIDENTIALITY**

3.1 Except as otherwise required by law, Consultant and Client each agree not to disclose any information that is identified as confidential by the other Party to third parties, including also subcontractors and vendors, unless (i) such subcontractors and vendors have a need to know, (ii) the Party claiming confidentiality consents in writing to such disclosure and (iii) subcontractors and vendors are bound to confidentiality requirements contained herein.



3.2 Consultant understands and agrees that the data of the Client is confidential and is property of the Client. Consultant agrees that any data provided by the Client to the Consultant shall not be given, sold, or otherwise distributed to other parties in any way; and shall be deleted and/or destroyed at the conclusion of the Agreement.

#### **4. STANDARDS OF PERFORMANCE**

4.1 Consultant warrants that any consulting and professional services performed under this Agreement shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location.

4.2 Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Client shall not be responsible for discovering deficiencies therein. The Client's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder shall in no way alter Client's obligations or the Client's rights under this Agreement.

#### **5. PARTIES' REPRESENTATIVES**

5.1 The Client's contact or his or her designee shall act as the Client's Representative.

5.2 Pahl Samson or his designee shall act as Consultant's Project Manager.

5.3 Consultant shall not receive written approval of the Client's Representative prior to the use of any subcontractors or sub-consultants.

#### **6. REPORTS**

6.1 Within ten (10) days of the Client's request and at no cost to the Client, the Client will be entitled to review and receive a copy of all documents that indicate work on the project that is the subject of this Agreement.

6.2 Consultant shall provide written progress reports to the Client regarding the Project and oral reports as requested. Such progress report shall identify the projected time and cost required by the Consultant to complete the remaining phases of the services required under this Agreement (electronic communication preferred).

#### **7. OWNERSHIP OF PROJECT**

7.1 Consultant shall grant and assign and hereby does grant and assign to the Authority, and the Authority hereby accepts such assignment, all right, title, interest and full ownership worldwide in and to all ownership rights of the Project; all intellectual property rights relating to the Project; and all copyrights and licenses relating to the Project, including any modifications or improvements to them, and the, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Consultant, its agents and employees, to have and to hold the same unto the Authority absolutely. This assignment covers only those rights and ownership interests which Consultant may have under the terms of the Agreement.

Consultant hereby agrees to assign to the Authority all Consultant's future rights to the above listed property, the assignment of which shall occur no later than the completion of the Project or the date upon which such future rights are obtained. Consultant shall execute all documents required by the Executive Director of the Authority to further evidence such assignment and ownership. Consultant shall cooperate with the Authority in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder.

Consultant acknowledges and agrees that all rights assigned or to be assigned hereunder may be freely assigned by the Authority to its chosen assignees, including the City of Houston, and that Consultant shall cooperate with the Authority in effectuating such further assignments.

#### **8. TERMINATION/SUSPENSION**

8.1 The Client, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the Client Representative to Consultant of the Client's election to do so. Furthermore, the Client may immediately and without notice terminate



this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (i) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (ii) the dissolution of Consultant;
- (iii) refusal or failure to prosecute the services or any separable part with the diligence that will ensure its completion within the time specified in this Agreement;
- (iv) failure to complete the services within the time period specified in this Agreement; and/or the violation of any provision of this Agreement.

Termination for cause shall be effective ten (10) days after receipt of a notice of termination, unless a later date is specified in the notice. The notice of termination for cause shall contain specific reasons for termination and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if the breach has been cured before the effective date of the termination.

8.2 Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after the effective date of the termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the Client, Consultant shall also tender Consultant's entire work product, whether complete or not, in an acceptable form and format to the Client's Representative. No final payment will be made until all work products is so tendered.

8.3 If this Agreement is terminated for cause, Consultant shall not be liable for any damage to the Client resulting therefrom. This liability includes any increased costs incurred by the Client in completing Consultant's services. The rights and remedies of the Client in this section are in addition to any other rights and remedies provided by law or under this Agreement.

## **9. FORCE MAJEURE**

9.1 In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

9.2 The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strike, labor dispute, fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, explosion, riot, war, court injunction or order, or any other inability of either party similar to those enumerated and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

## **10. RESPONSIBILITIES OF CLIENT**

10.1 Client shall: (1) provide Consultant, in writing, available non-confidential information relating to Client's requirements for the project upon request of the Consultant; (2) provide required approvals and decisions with reasonable promptness; and (3) furnish or cause to be furnished to Consultant full, unrestricted and legal access to, and use of all information regarding the Montrose Management District in order to perform the services.

10.2 Unless expressly stated or communicated otherwise by the Client, Consultant may rely upon and use in the performance of the services required herein information supplied to it by Client without independent verification and Consultant shall not be responsible for defects in its services attributable to its reliance upon or use of such information. Nothing contained herein shall be construed to require the Client to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the Client.



## **11. TERM**

11.1 Unless otherwise specified, the term of this Agreement shall run from March 11 to June 3 or until Consultant has completed the Services and received all payments due under the Agreement.

## **12. GENERAL**

12.1 Client and Consultant each represent and warrant that this Agreement has been duly authorized, executed and delivered and constitute its binding agreement enforceable against it. This Agreement supersedes all prior written and/or oral contracts and agreements that may have been made or entered into between Client and Consultant regarding the subject matter hereof, including but not limited to any and all proposals, oral or written, and all communications between the Parties relating to this Agreement, and constitute the entire agreement between the Parties hereto with respect to the subject matter hereof.

12.2 This Agreement may not be assigned by Consultant or Client in any way, including by operation of law, unless otherwise mutually agreed to in writing, any such attempted non-authorized assignment shall be null and void and of no force or effect.

12.3 Any cost opinions or estimates provided by Consultant will be on a basis of experience and judgment, but since Consultant has no control over market conditions, Consultant cannot and does not warrant that the implementation cost, or project economics will not vary from such opinions or estimates. Neither this Agreement nor any of the services provided hereunder shall constitute or provide for, and Consultant shall not be considered to have rendered, any legal or financial opinion(s) regarding the feasibility of this project or regarding any other matter.

12.4 Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the Consultant:

**CURB Branding**

Attn: CURB

1135 West Clay Rd. B

Houston TX 77019

For the Client:

**Montrose Management District**

Attn: David Hawes

PO Box 22167

Houston TX 77227-2167

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

12.5 All contract issues and matters of law will be adjudicated in accordance with the laws of the State of Texas. Venue for any litigation shall be in Harris County, Texas.

12.6 Notwithstanding anything to the contrary contained in this Agreement, the Client and Consultant hereby agree that no claim or dispute between the Client and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute,



including, but not limited to, the Texas General Arbitration Act, provided that in the event that the Client is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the Client for complete relief to be recorded in the arbitration proceeding.

12.7 The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Client whether formally rejected by Consultant or not. This Agreement may be modified only by amendment when signed by each Party. In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law.

12.8 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client or Consultant.

12.9 The headings in this Agreement are for convenience only, and shall not affect the interpretation hereof. The terms "hereof", "herein," "hereto" and similar words refer to the entire Agreement and not to any particular Article, Section, Attachment, Exhibit or any other subdivision of this Agreement. References to "day" or "days" shall mean calendar days unless specified otherwise.

12.10 It is understood and agreed that any delay, waiver or omission by Consultant or Client to exercise any right or power arising from any breach or default by Client or Consultant in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver by Consultant or Client of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Consultant or Client.

12.11 Consultant is an independent contractor and the Client neither reserves nor possesses any right to control the details of the services performed by Consultant under the terms of this Agreement.

12.12 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not authorize the same.

12.13 The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

**CURB Branding**

By:

(Signature)

Name:

(Printed)

Title:

**MONTROSE MANAGEMENT DISTRICT**

By:

(Signature)

Name:

(Printed)

Title:

## EXHIBIT A

### COMPENSATION

Services required under this Agreement shall not exceed eight thousand one hundred and no/100 DOLLARS (\$8,100.00) based upon the rate schedule specified herein below. Each phase of the Project shall not exceed the following:

Phase 1.....	<u>\$2025.00</u>
Phase 2.....	<u>\$2592.00</u>
Phase 3.....	<u>\$2673.00</u>
Phase 4.....	<u>\$810.00</u>

**Maximum Cost Total... \$8100.00**

### Additional Services

Consultant will perform additional services at a price agreed upon by the parties in writing prior to the performance of such services. The Client shall not be responsible or liable for any additional services performed by the Consultant unless such additional services have been approved in writing prior to the performance of the same.

## **EXHIBIT B**

### **Reimbursable Expenses**

Reimbursable expenses shall include costs for incidental items such as parking, mileage, deliveries, and copies. Such expenses will be invoiced to the Client at the Consultant's direct cost plus 10%, except mileage will be invoiced at the IRS rate without a factor. Reimbursable expenses will not exceed FOUR Hundred AND NO/100 DOLLARS (\$400.00). The Client must approve all travel expenses before the same are incurred. If such approval is not obtained, the Client shall not be liable for such travel expenses.



## EXHIBIT D

Scope of work		
phase	tasks	deliverables
<b>I Phase one</b>		
1.1 preliminary canvas of neighborhood	drive neighbor hoods survey surrounding Districts Note major uses	copies of notes and survey if desired
1.2 meeting with stake holders and define scope of work	Securing Place for work Printing and gathering materials meeting with stakeholders	meeting
1.3 create online test and forum for Montrose Area	Actual creation of online and physical surveys Securing hosting spot and printing materials Distribution of survey Collection and compilation of data	online survey, physical survey, canvassing of district, compiled data
removed		
1.4 Review and note major architecture styles in district	Physical notating of buildings in area Research and name styles of architecture	copies of notes and survey if desired
<b>II Phase two</b>		
2.1 creation of preliminary concept designs	Compound information into cohesive ideas Develop three of these ideas Sketch preliminary type application of logos	copies of working drawing if desired
2.2 development submittal for community review	Render ideas into applicable forms Create posters to explain thought processes Gather all images into a clear concise presentation	copies of working drawing if desired
2.3 refinement of deliverables and publishing	Printing Securing place for meetings	report of spending

### III Phase three

#### 3.1 Meet with stake holders and interested public

Short presentation  
Questions from community  
Vote / survey

short power point, 10  
page color print out,  
posters to display ideas

#### 3.2 Develop brand styles

Compound information into cohesive idea  
Develop the idea / logo type  
Create application of logo

copies of working  
drawings if desired

#### 3.3 Establish Public Opinion

Via online forum and physical interaction set logo type up  
for commentary from stake holders and end users alike.  
Gather public opinion on final logo type

online display and  
comment section.  
Comment cards for stake  
holders

#### 3.4 Refinement of deliverables

Apply applicable public opinion on final logo type  
Refine logo into final product style

copies of working  
drawings if desired

### IV Phase four

#### 4.1 deliver

Move logo into final deliverable context  
Create distribution method for users

Logo and set in final  
desired application

#### 4.2 unveil

Via web and physical media create adds to reveal new  
Montrose logo

small mailer, website  
unveil

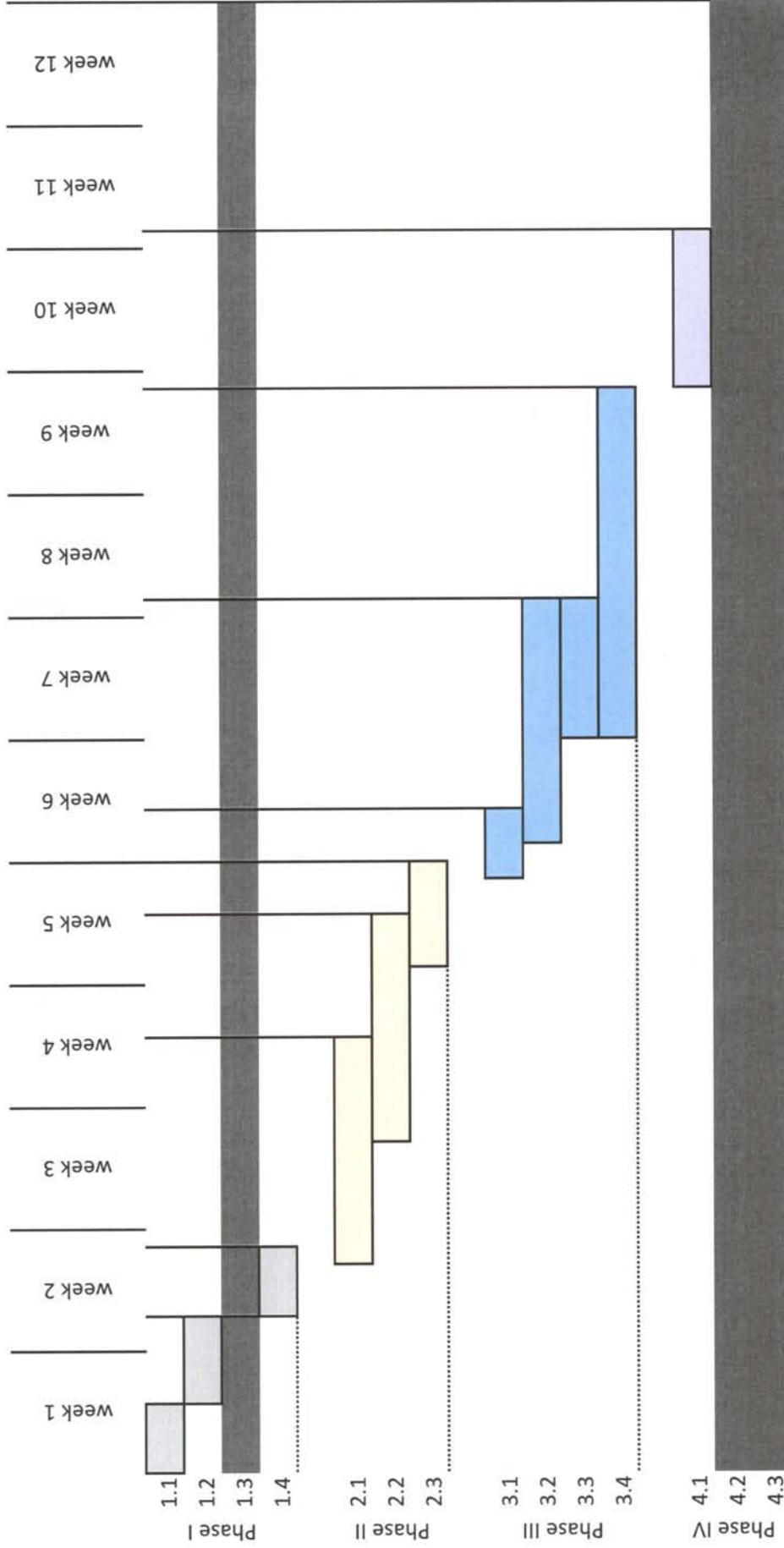
#### 4.3 possible re-applications

create useable web and physical media applications for  
new logo

report on final  
reimbursable, discussion  
on future work

removed

# EXHIBIT C



This schedule does not account for holidays and/ or delays based on meeting timing with the district or restrictions on finding a suitable location, please note there may be some gaps where the project comes to a stop to account for these uses of time.



MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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14. Ratify existing contracts with the former East Montrose Management District (HCID No. 6). Existing contracts:
- Agreement for Consulting Services with Mark M. Burton PLLC
  - Agreement for Bookkeeping Services with Municipal Accounts and Consulting LP
  - Agreement with Vinson & Elkins for Legal Services
  - Agreement for Services of Assessment Roll Management, Billing and Collection with Equi-Tax, Inc.
  - Contract for the Collection of Delinquent Assessments with Perdue, Brandon, Fielder, Collins & Mott LLP
  - Agreement for Auditing of Financial Statements with McCall Gibson Swedlund Barfoot PLLC
  - Service Agreement for Graffiti Abatement with the Greater East End District



MARK M. BURTON, P.L.L.C.  
Certified Public Accountants  
HOUSTON • CONROE • DALLAS • AUSTIN

December 7, 2010

Board of Directors  
Harris County Improvement District No. 6  
c/o Municipal Accounts & Consulting, LP  
1300 Post Oak Blvd., Suite 1600  
Houston, TX 77056

**RE: AGREEMENT FOR CONSULTING SERVICES**

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We shall render the following consulting services to you for the fiscal year ended December 31, 2010:

- Review bank reconciliations for accuracy and completeness. Reconcile to the general ledger and prepare journal entries where appropriate;
- Prepare investment schedule for the year end and reconcile to the general ledger and prepare journal entries where appropriate;
- Prepare detail of Accounts Receivable, reconcile to general ledger and prepare journal entries where appropriate;
- Read board minutes for financial statement report footnote disclosure purposes;
- Obtain and read copies of any new contracts for financial statement reporting purposes;
- Perform detail review of the year end general ledger and prepare and record appropriate journal entries and/or reclassifications;
- Calculate accrued interest on bond anticipation note and prepare and record appropriate journal entries;
- Prepare capital outlay detail, reconcile to the general ledger and prepare and record appropriate journal entries;
- Prepare the construction in progress detail, including retainage payable, and commitments outstanding as of year end, reconcile to the general ledger and prepare and record appropriate journal entries;
- Perform search for unrecorded liabilities, prepare detail of accounts payable and prepare and record appropriate journal entries;
- Prepare detail schedules for legal fees, engineering fees, and district reimbursements; reconcile to the general ledger, and prepare and record appropriate journal entries;
- Prepare the financial statements, including the Management Disclosure and Analysis, and footnote disclosures.

We will compile the financial statements in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of the compilation is to present in the form of financial statements, information that is the representation of management without undertaking to express any assurance on the financial statements.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; tests of accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Therefore, a compilation does not provide a basis for expressing any level of assurance on the financial statements being prepared.

The financial statements will not be accompanied by a report. Based on our discussions with you, these financial statements are for management's use only and are not intended for third party use and will be designated as such.

Material departures from generally accepted accounting principles (GAAP) may exist and the effects of those departures, if any, on the financial statements may not be disclosed. In addition, substantially all disclosures required by GAAP may be omitted. Because of the extent of material departures that may exist in, or required disclosures that may be omitted from, the financial statements, we make no representations regarding the appropriateness of such statements for your intended use or for any other purpose. Moreover, because of the nature of this engagement, we are not responsible for communicating any such departure or omissions to you.

Notwithstanding these limitations, you represent that you have knowledge about the nature of the procedures applied and the basis of accounting and assumptions used in the preparation of the financial statements that allows you to place the financial information contained in the statements in proper context. Further, you represent and agree that the use of the financial statements will be limited to members of the management with similar knowledge.

Furthermore, you represent and agree that the financial statements are intended solely for your information and use and are intended to be, and should not be, used by third parties. You also represent and agree that you will not distribute the statements to such third parties.

You are responsible for making management decisions and performing management functions, and for designating an individual with suitable skill, knowledge, or experience to oversee any consulting services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

We estimate that our fees for these services will range from \$3,400 to \$3,600. You will also be billed for out-of-pocket costs such as report production, printing, postage, travel, etc.

Additional expenses are estimate to be \$75 to 250. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. 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 are payable upon presentation.


We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

HARRIS COUNTY IMPROVEMENT DISTRICT NO. 6

By 

Date 12.15.10

MARK M. BURTON, P.L.L.C.

By 

Mark M. Burton, President



## AGREEMENT FOR BOOKKEEPING SERVICES

THIS AGREEMENT FOR BOOKKEEPING SERVICES (this "Agreement") is made as of the 1<sup>st</sup> day of August, 2008, by and between HARRIS COUNTY IMPROVEMENT DISTRICT NO. 6, (hereinafter called the "District"), and MUNICIPAL ACCOUNTS CONSULTING, L.P., a Texas Limited Partnership, having its principal place of business at 1300 Post Oak Boulevard, Suite 1600, Houston, Texas 77056 (hereinafter called the "Bookkeeper") in consideration of the mutual covenants and agreements herein contained.


### ARTICLE I

Bookkeeper shall render the following services to DISTRICT:

1. Establish and maintain checking accounts, journals and ledgers all in accordance with generally accepted accounting procedures, the laws of the State of Texas, policies and regulations adopted by the Board of Directors, and in such a manner that excessive auditing procedures or adjustments by the auditors are not required.
2. Prepare and present for Board approval all checks, with invoices attached, drawn on the District funds.
3. At each meeting of the Board of Directors (but not more often than monthly), prepare and present a cash flow report and investment inventory report indicating all activity and the current distribution and investment of monies within each fund, and prepare and present a profit and loss statement showing a comparison of actual and budgeted revenues and expenditures.
4. Complete postings and close all journals and ledgers within forty-five (45) days after the end of the fiscal year.
5. Assist the auditor to efficiently perform the annual audit, including use of Bookkeeper's office facilities during the field audit.
6. Attendance at one meeting monthly for one (1) hour.
7. Serve as Investment Officer for the District.

All such services shall be rendered in a professional, competent and timely manner.

### ARTICLE II

As consideration for the services rendered by the Bookkeeper to the District as set forth in Article I above, the District shall pay the Bookkeeper a monthly fee of \$450.00 once the assessment has been levied. ~~The bookkeeper shall bill an hourly rate of \$60.00 until such time the assessment is levied.~~ 

In addition to the fees set forth above, the District shall pay the Bookkeeper for all out-of-pocket expenses reasonably and necessarily incurred by Bookkeeper in the performance of the services described herein, including but not limited to, printing, reproduction of documents, fax, long distance telephone calls, document storage and retention, travel expense, postage, ledger binders, ledger paper and stationery.

All other services as may be requested by the District from time to time or as required by the Investment Policy will be paid at the rate of \$60.00 per hour for such services. Additional services shall include, without limitation, preparation of an annual budget, attendance at more than one meeting per month, or attendance at a regular meeting for more than one hour when such additional time is not related to the services described herein, preparation of the quarterly report of investment transactions as required by the Investment Policy, preparation of tables and schedules in connection with applications for approval of the issuance of bonds, and arranging for appropriate security of District funds as required by the Investment Policy.

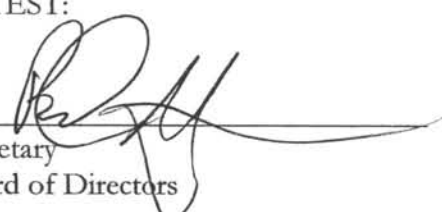
### ARTICLE III

The term of this Agreement shall be good until termination by either party by providing thirty (30) days advance written notice to the other party.

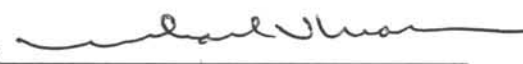
This Agreement shall supersede all other prior agreements between the District and Bookkeeper.

Executed in multiple copies as of the date shown above.

ATTEST:

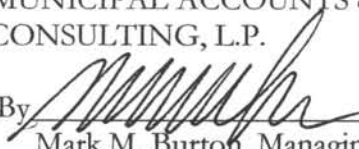
By   
Secretary  
Board of Directors

HARRIS COUNTY IMPROVEMENT  
DISTRICT NO. 6

By   
President  
Board of Directors



MUNICIPAL ACCOUNTS &  
CONSULTING, L.P.

By   
Mark M. Burton, Managing Member  
The Asher Group, LLC, General Partner

# Vinson & Elkins

Barron F. Wallace bwallace@velaw.com  
Tel 713.758.4810 Fax 713.615.5076

November 15, 2006

Board of Directors  
Harris County Improvement District No. 6

Dear Board of Directors:

We appreciate the opportunity to represent Harris County Improvement District No. 6 as special counsel. Our experience has been that it is mutually beneficial to set forth the role and responsibilities of both our law firm and the client. That is the purpose of both this letter and the separate Standard Terms of Engagement for Legal Services that is enclosed with this letter.

## The Client

The client for this engagement is the Harris County Improvement District No. 6 (the "District"). This engagement letter does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders or partners, and specifically including without limitation the City of Houston, Texas and any private or public entities developing property in the District or having business relationships with the District.

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We understand that our client will be the District which is governed by the Board of Directors of the District. We recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. You agree that our representing you will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

Our firm represents a number of lawyers and law firms in professional liability, business, tax and other matters. This means that we may have represented, may currently represent, or in the future may represent counsel opposing your interests in a matter in which we represent you. This will not in any way affect the diligence or vigor with which we



represent your interests in the matter or the matters on which you engage our firm. If this is a concern to you, please let us know and we will check on the particular lawyers involved in your matter or matters.

#### Scope of Engagement - Special Counsel

As counsel for the District, we will assist in the organization of the District, provide advice to the District in levying assessments to fund certain services and improvement projects within the District, act as special counsel to the District, attend board meetings for the District, and perform such other services for the District as requested by the District's Board of Directors, its officers or representatives. This letter, when accepted by you, will evidence an agreement for this Firm to perform certain legal services as requested from time to time by the District.

#### Fees

Fees related to special counsel services are based on hourly rates and will be based on the time spent by the lawyers and paralegal personnel who work on the matter. Billing rates for our attorneys vary according to the experience of the individuals. Our current billing rates for those attorneys expected to work on your matter range from \$210 an hour for the most junior associate to \$550 an hour for the most senior partner. These rates only apply to special counsel matters; billing rates for bond counsel or litigation matters will be our standard approval rates, as adjusted on an annual basis. In an effort to reduce overall legal costs, we utilize paralegal and administrative assistant personnel whenever appropriate. Billing rates for attorneys, paralegal and administrative assistant personnel are, from time to time, reviewed and adjusted, which shall be provided to the Authority on an annual basis.

The fees ultimately charged may be increased from time to time based upon a number of factors, such as the value of the services we render, the degree of experience we have in performing our services, our efficiency in handling your matter, the size of the matter, and the results we achieve.

#### Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The basis upon which we establish these other charges is set forth in the Standard Terms of Engagement For Legal Services.

### Cooperation

In order to enable us to render effectively the legal services contemplated, the Client agrees to disclose fully and accurately all facts and keep us informed of all developments relating to the Client. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us.

### Investment Disclosures

Many of the Firm's lawyers, directly or beneficially, own interests in corporations and other entities or in real property. Although our computerized system used for checking conflicts of interest tracks all investments made in the name of the Firm, it does not contain data as to investments made individually by each of the Firm's lawyers. If you are at all concerned about these individual investments, we will be pleased to canvass our lawyers about their individual investments in any entity or entities about which you may be concerned.

### Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by providing thirty (30) days written notice to us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client thirty (30) days written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

Other

If the foregoing, including the items set forth in the enclosed Standard Terms of Engagement For Legal Services, correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to the undersigned.

Very truly yours,

VINSON & ELKINS L.L.P.

By

  
Barron F. Wallace

AGREED TO AND ACCEPTED:


HARRIS COUNTY IMPROVEMENT  
DISTRICT NO. 6

By:

Name:

Title:

Date:

  
MICHAEL V. CROVER  
PRESIDENT  
11-15-06

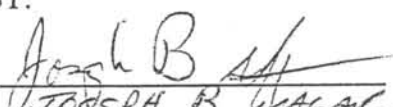
ATTEST:

By:

Name:

Title:

Date:

  
JOSEPH B. WAGAC  
SECRETARY  
11-15-06



**VINSON & ELKINS L.L.P.***Standard Terms of Engagement  
for Legal Services*

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

**The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.

### **Who Will Provide the Legal Services**

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and non-lawyers in the Firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and non-lawyers who work on your matters.

### **How Our Fees Will Be Set**

Generally, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with or without notice to reflect current levels of legal experience, changes in overhead costs, and other factors. London rates are set in UK pounds sterling and are converted to dollars using the official exchange rate established by the UK government at the beginning of the calendar quarter in which the time was worked.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;

- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services (for example, a simple business incorporation), we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

### **Additional Charges**

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as reprographics, couriers, travel expenses, some long distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, media services and practice support, records retrieval, and filing fees. The current basis for these charges in the Firm's U.S. offices is set forth below. Charges for similar services in the Firm's foreign offices may vary from those shown below. The Firm will review this schedule of charges periodically and adjust them to take into account changes in the Firm's costs and other factors.



### Reprographics and Production Services

The Firm charges \$.15 per page for non-color duplicating and scanning, including printing electronic and scanned images, and printing for duplication purposes. There are special charges for other production services, which are available on request.

### Courier Services

Charges, which may vary based on the service provider used and the service provided, are billed at the Firm's actual cost.

### Computer Aided Legal Research (CALR)

Charges for services are billed at the Firm's actual cost.

### Telefax

The Firm charges \$0.25 per page for outgoing telefaxes, which includes all telephone costs. There is no charge for incoming faxes.

### Telephone

The Firm does not charge for local or domestic long distance calls originating in the Firm's U.S. offices. Other long distance calls, including international long distance calls, audio conferencing services, and calling card calls are charged at the Firm's actual cost for the call or conference.

### Travel-Related Expenses

Airfare, hotel, meals, ground transportation and other travel related costs are billed at the Firm's actual costs, including negotiated discounts. Airfare charges include a \$35 charge per airline transaction (excluding cancellations) paid by the Firm to its travel agent (except for Southwest Airlines, where the charge is \$15 per transaction).

### All Other Costs

The Firm charges actual disbursements for third-party services such as court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as postage, non-legal

staff overtime, file retrieval, media services and practice support, etc. A current schedule of these charges is available on request.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

### **Billing Arrangements and Terms**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

By engaging us, you acknowledge and agree that you are responsible for payment of fees, expenses and disbursements. In appropriate matters as an accommodation to you, we may agree to direct our bills to third-party payors (e.g., an insurer), but you agree that you will remain fully responsible for timely payment of our bills if for any reason the third party does not timely pay such bills. Likewise, we agree that we owe our professional obligations to you, even when a third party pays our bills.

### **Advances**

Clients of the Firm are sometimes asked to deposit funds as an advance payment with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

### **Confidentiality**

We will preserve the confidentiality of information you provide us consistent with applicable law including the rules of professional conduct governing lawyers. This confirms your agreement that, with respect to firm brochures or other material or information regarding the firm and its practice, we may indicate the general nature of our representation of you and your identity as a firm client.

### **Client and Firm Documents**

We will maintain any documents that you furnish to us in our client file (or files) for this matter. At your request, we will return your documents to you at the conclusion of the matter (or earlier, if appropriate). It is your obligation to tell us which, if any, of the documents that you furnish us that you want returned. We will return those documents to you promptly after our receipt of payment for outstanding fees and charges. Our own files pertaining to this matter, including the work performed by our attorneys, will be retained by the Firm. Any documents retained by the firm will be kept for a certain period of time, and ultimately we will destroy them in accordance with our record retention program schedule then in effect.

### **Third Party Contractors**

Like many law firms and other organizations, our Firm from time to time uses or deals with third parties in connection with certain areas of our practice or operations. For instance, these third parties may include vendors, consultants, advisors, or other service providers in areas such as litigation support, storage, document management, hardware and software systems, law firm practice management, information technology, accounting and financial matters, and the like. Additionally, the Firm may use temporary lawyers and non-lawyers in certain matters. In performing their services, these parties may have some access to confidential client information, and the Firm accordingly has appropriate confidentiality arrangements with them obligating them to preserve the confidentiality of any such information. You consent to the Firm allowing non-employee contractors access to such information as described. We take our confidentiality obligations very seriously; do not hesitate to contact us with any questions.



ORIGINAL

**Agreement for Services of Assessment Roll Management, Billing & Collection**

THIS AGREEMENT, made and entered into as of this 1<sup>st</sup> day of March, 2008 by and between

**HARRIS COUNTY IMPROVEMENT DISTRICT NO. 6**  
("District")

acting through its authorized officers and **EQUI-TAX INC.** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

**I. TERM OF OFFICE**

The District hereby appoints Equi-Tax Inc. as the District's Consultant for the term beginning March 1, 2008 to February 28, 2009, and thereafter from year to year, pursuant to terms and conditions hereof, unless this agreement is terminated as hereinafter provided or modified or superseded by written agreement between the parties hereto.

This agreement may be terminated by either party hereto by written notice to the other party, with such termination to be effective as of the end of the month next succeeding the receipt of such notice. Consultant shall be paid in full and reimbursed in full for all fees and expenses incurred on behalf of the District through the date of such termination.

**II. ROLL MANAGEMENT SERVICES**

Consultant will provide the following services to set-up and maintain the District's assessment roll:

Work with the Harris County Appraisal District to identify all properties within the Improvement District's boundaries subject to the District's assessment.

Obtain AVO100 reports from the Harris County Appraisal District to identify current owners and values of property in the District.

Track new or split properties and maintain legal descriptions of all properties in the District, which will update the assessment roll each year.

Obtain preliminary values of properties for review and correction before the values are certified and the assessment is billed.

Prepare estimates of total value of all property subject to the Improvement District's assessment for use in budget projections and financial planning.

Serve as liaison between the Improvement District and the Harris County Appraisal District.

Prepare the roll to the specifications of the office for billing and collection.

Provide timely reports to the Executive Director or designated representative.

### **III. BILLING & COLLECTION ADMINISTRATIVE SERVICES**

Consultant will provide the following services to maintain, bill and collect the District's assessment roll:

Mail statements to property owners, as listed on the official roll of the District, by first class mail with address correction requested.

Follow up on returned statements to obtain address corrections.

Provide customer service support with property owners regarding assessment amounts, rates, exemptions, and general information inquiries regarding the District.

Receive payments, prepare receipts, and update the District's permanent receivable file.

Deposit payments into the District's account on a timely basis as received.

Mail delinquent statements periodically, normally each quarter, including the annual notice of the additional 20% collection fee imposed after July first.

Generate various management reports to present to the Board of Directors outlining assessment standing and collection activities.

Attend meetings of the board to report monthly activity.

Prepare assessment rolls and collection reports for annual audit.

Maintain all records in compliance with the district's Record Retention Schedule.

#### **IV. COMPENSATION**

Consultant shall receive as compensation for the services of Roll Management:

The sum of \$750.00 as a one time charge to map all accounts inside the boundaries of the district and set up the initial assessment roll.

The sum of \$150.00 per month to maintain the district's assessment roll and advise the billing office of changes in property assessment.

If a representative of Equi-Tax Inc. is requested to provide additional services, represent the district at public meetings, provide expert testimony at public hearings or attend board meetings, these services will be provided at an hourly rate of \$55.00, including preparation time. These services shall be performed only upon request and prior approval.

Mass mailings to properties in the district will be billed at the rate of actual postage plus \$1.15 per item for supplies and handling.

Consultant shall receive as compensation for the services of Billing & Collection:

The sum of one (1%) percent of the annual amount assessed paid in monthly payments during the initial term of this agreement. Following the initial term of the agreement the fee will be adjusted to equal the amount charged by Harris County for collection of similar districts. The adjustment to the fee shall be effective on January first of each year provided the District receives not less than 60 days notice of such adjustment to the fee. This fee is payable monthly during the continuation of this Agreement.

#### **V. STATE REGISTRATION**

Consultant certifies that the President, Kenneth R. Byrd, has registered with the State Board of Tax Professional Examiners as required by the Property Taxation Professional Certification Act of 1983 and holds registration #00045-7.

#### **VI. OWNERSHIP OF RECORDS**

All records prepared and maintained by the Consultant in connection with the execution of the duties and services under this agreement shall be the property of the District and shall be surrendered to the District's authorized agent upon termination of this agreement.




## VII. OTHER EMPLOYMENT

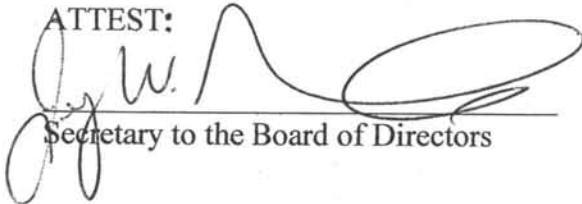
This Agreement shall not prohibit nor prevent Consultant or any representative of the Consultant from accepting employment by and performing services for individuals or organizations other than the District, in whatever capacity, provided, however, that such employment does not interfere with the proper performance of his duties, express and implied, as Consultant for the District.

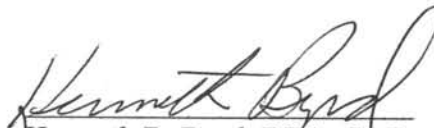
## VIII. EXECUTION

IN TESTIMONY WHEREOF, this agreement has been executed for and on behalf of the District by the Chairman and attested by the Secretary of its Board of Directors and by Consultant as of the day and year above first written.

  
Chairman, Board of Directors  
Harris County Improvement District No. 6

ATTEST:

  
Secretary to the Board of Directors

  
Kenneth R. Byrd, RTA, CAE  
President, Equi-Tax Inc.

**CONTRACT FOR THE COLLECTION OF  
DELINQUENT ASSESSMENTS**

**STATE OF TEXAS**

§

**COUNTY OF HARRIS**

§

§

**THIS CONTRACT** is made between the **HARRIS COUNTY IMPROVEMENT DISTRICT NO. 6**, a political subdivision of the State of Texas, acting by and through its Board of Directors, hereinafter called "Taxing Authority", and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Houston, Texas and various other locations throughout Texas, hereinafter called the Firm.

**I.**

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent assessments, penalties and interest, owing to the Taxing Authority which the Taxing Authority refers to the Firm, subject to the following:

- A. Any and all assessments that become delinquent during the term of this Contract that are not delinquent for any prior year become subject to the terms of this Contract on the 1st day of July of the year in which they become delinquent; and
- B. Assessments that become delinquent during the term of this Contract on property that is delinquent for prior years shall become subject to the terms of this Contract on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority.
- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent account turned over to the Firm for collection.

**II.**

The Firm is to call to the attention of the collector any errors, double assessments or other discrepancies coming under their observance during the progress of the work and is to intervene on behalf of the Taxing Authority in all suits for assessments hereafter filed by any taxing unit on property located within its taxing jurisdiction.

### III.

The Firm agrees to make progress reports to the Taxing Authority on request, and to advise the Taxing Authority of all cases where investigation reveals property owners to be financially unable to pay their delinquencies.

### IV.

Taxing Authority agrees to pay the Firm as compensation for services required hereunder twenty (20%) percent of the total amount of all delinquent assessments, penalties and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Assessments. In those instances where current year's assessments are included in litigation to collect prior years' delinquencies, attorneys shall be paid the sum of money equal to the attorney fees awarded by the Court and collected by the District for the current year assessments.

### V.

Taxing Authority agrees to furnish or to have the agency which collects its assessments furnish to the Firm all data and information in its possession as to the name and address of the property owner, the legal description of the property, years and amount of assessments due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the Tax Roll as necessary.

### VI.

This Contract shall commence on the date of execution of this agreement and continue in force and effect, provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party sixty (60) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to judgment or payment all tax suits or bankruptcies filed prior to the date this agreement becomes terminated.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this contract as above written.

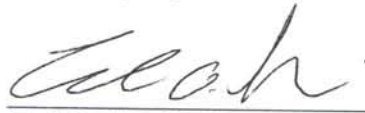
This Contract is executed on behalf of the Taxing Authority by the presiding officer of its governing body who is authorized to execute this instrument.



WITNESS the signatures of all parties hereto in duplicate originals this the 21<sup>ST</sup> day of JANUARY, 2009.

PERDUE, BRANDON, FIELDER,  
COLLINS & MOTT, L.L.P.  
Attorneys at Law  
1235 North Loop West, Suite 600  
Houston, TX 77008  
(713) 862-1860  
(713) 862-1429 (Fax)

BY:



Carl O. Sandin, Partner

HARRIS COUNTY IMPROVEMENT DISTRICT NO. 6

BY:



President of the Board

ATTEST:



Secretary

# **McCALL GIBSON SWEDLUND BARFOOT PLLC**

*Certified Public Accountants*

13100 Wortham Center Drive  
Suite 235  
Houston, Texas 77065-5610  
(713) 462-0341  
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7801 N. Capital of Texas Hwy.  
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(512) 418-2358  
Fax: (512) 340-0604  
[www.mgsbpllc.com](http://www.mgsbpllc.com)

December 2, 2010

Board of Directors  
Harris County Improvement District No. 6  
Harris County, Texas

In accordance with our understanding, we will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of Harris County Improvement District No. 6 (the "District") as of and for the year ended December 31, 2010. In addition, accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and the schedule of revenues, expenditures and changes in fund balance – budget and actual for the general fund, to accompany the District's basic financial statements. As a part of our engagement we will apply certain limited procedures to the District's RSI, however the information will not be audited and we will disclaim an opinion on such information. The document we submit to you will include various supplemental schedules as required by the Texas Commission on Environmental Quality. This additional information will be subjected to the auditing procedures applied in our audit of the financial statements, except for that portion marked "unaudited", on which we will express no opinion.

## **Audit Objective**

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. 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 to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the District and the respective changes in financial position in conformity with accounting principles generally accepted in the United States of America. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee financial statement preparation services and any other nonattest services provided; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the 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.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, consultants, regulators, the public or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations. With regard to using the auditor's report, you understand that you must obtain our written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.



### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute 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 District or to acts by management or employees acting on behalf of the District.

Because an audit is designed to provide reasonable, but not absolute assurance, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. 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 you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention, unless clearly inconsequential. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Audit Administration, Fees and Other**

We are aware of the State statute requiring the audit be completed within one hundred and twenty (120) days and filed with the Texas Commission on Environmental Quality within one hundred and thirty-five (135) days from the closing date of the audit and barring any unforeseen circumstances every effort will be made to comply with this rule.

In accordance with provisions of the Local Records Retention Schedule Section 2-1: Item 1025-01 e) we agree to retain our audit work papers in our office for a period of three (3) years after all questions arising from the audit have been resolved. In order to allow for all questions arising from the audit to be resolved and to comply with Rule 501.76(f) of the Rules of Professional Conduct of the Texas State Board of Public Accountancy the actual date will be the five (5) year anniversary of the audit report in question.

We expect to present a draft of the audit report within 45 days of the availability of the District's accounting records. Chris Swedlund is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. Our fees for these services will be at our standard hourly rates and include any other direct charges. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. An interim bill will be rendered for payment at the time of presentation of a draft audit for approval by the Board of Directors and is due upon presentation. The following is an estimate of our fees for the audit included in this engagement letter.

- Audit of the District's financial statements as of and for the year ended December 31, 2010, to range between \$5,500 and \$6,500

If for any reason our services are terminated prior to issuance of a final report, our engagement will be deemed to have been completed, even if we have not completed our report. The District will be obligated to compensate us for our time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. 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.



You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

We believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. If you agree with the terms of the engagement as described in this letter, please sign the enclosed copy and return it to us. We appreciate the confidence you have placed in us by retaining this firm as your independent auditor in this matter.

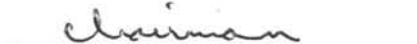
Sincerely,

*McCall Gibson Swedlund Barfoot PLLC*

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants

This letter correctly sets forth the understanding of Harris County Improvement District No. 6.

  
Signature

  
Title

  
Date





**GREATER  
EAST END  
DISTRICT**

P.O. Box 230099  
Houston, Texas 77223

3211 Harrisburg Blvd.  
Houston, Texas 77003

Tel: 713-928-9916  
Fax: 713-928-2915  
info@greatereastend.com  
www.greatereastend.com

**Board of Directors**

D. V. 'Sonny' Flores  
PEC Corporation  
Board Chairman

Carmen de Aldacoa-Baizan  
Eximius Coffee LLC

Virgil Cox  
Cox Hardware

Gary Flores  
Auto Check

Irma G. Galvan  
Irma's Restaurant, Inc.

Bill Garcia  
Carlos Garcia Realty

Dr. Daniel Jenkins, III  
Harrisburg Eye Clinic, P.A.

Frank M. K. Liu  
Lovett

Rex Moran  
EMC Services, Inc.

Margorie Peña  
Neighborhood Centers, Inc.

Andrew Perez  
State Farm Insurance Co.

Nelly Quijano  
McDonald's

Donald Rozum  
Rhodia Inc.

Ken Stallman  
AAMA, Inc.

Richard Arellano  
President

July 14, 2008

Harris County Improvement District #6  
c/o Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston, Texas 77227-2167

**Purpose**

The purpose of this job arrangement letter is to document the agreement for the Greater East End Management District to provide graffiti abatement services to the Harris County Improvement District #6. As each district strives to serve its respective constituents and promote economic development and revitalization of each area, this collaboration will help each meet their specific district goals.

**GRAFFITI ABATEMENT SERVICE AGREEMENT**

This Agreement is entered into effective July 25, 2008, by and between Greater East End Management District ("Contractor") and the Harris County Improvement District #6 (the "HCID #6"), both political subdivisions of the State of Texas. The parties are entering into this Agreement pursuant to Texas law including without limitation the Interlocal Cooperation Act, Chapter 791 of the Texas Local Government Code.

1. **SERVICES.** Contractor will provide the number of man hours of graffiti abatement shown on Exhibit 3 to this Agreement and other related services in the prioritized areas of the HCID #6 set out in Exhibit 1 to this Agreement and as described in the attachment set out in Exhibit 2, which are incorporated for all intents and purposes herein (the "Services"). Such Services shall be provided during the regular workweek (Monday through Friday). Contractor may perform the Services by any reasonable means and shall not be responsible for delays in performance beyond Contractor's control. Contractor acknowledges that many of the Services will be performed in and along the streets within the HCID #6 and that Contractor is responsible for the safety of Contractor's employees and of the public in regard to the provision of the Services but only to the extent that loss, liability, or expense is caused by the negligence, misconduct or other fault of Contractor, its agents or employees. In the event the Services are to be performed in or along public streets or rights-of-way, the Contractor will take reasonable steps to assure the safety of its employees and of the public and to comply with all ordinances, rules and regulations by local, state or federal entities having jurisdiction over the provision of Services in the area, especially as to traffic safety plans, provided however, that if Contractor must incur any out-of-pocket expenditures to do so, Contractor shall obtain the prior approval of the HCID #6 for such expenditure and the HCID #6 shall reimburse Contractor for such expenditures. Contractor will provide Contractor's standard monthly reports on services for review by a committee of or the full board of directors. Additional reports will be considered Additional Services as defined below and subject to the terms and conditions applicable to Additional Services.
2. **ADDITIONAL SERVICES AT ADDITIONAL COST TO HCID #6.** The Contractor agrees to arrange for, coordinate and/or perform additional services related to graffiti abatement (such as arranging for and coordinating necessary traffic enforcement needs; producing informational material such as flyers regarding graffiti services and

delivering to HCID #6 constituents; renting high rise equipment; or purchasing HCID #6 uniforms, shirts, caps for employees working in the HCID #6 and for HCID #6 signage) as the HCID #6 may request and Contractor agrees to (the "Additional Services"). Contractor and the HCID #6 must agree to price and scheduling for such Additional Services in writing prior to the provision of the Additional Services. Upon receipt of a request for Additional Services, Contractor shall provide the HCID #6 with a cost estimate for HCID #6 approval. If approved, the HCID #6 will sign such estimate to indicate the HCID #6's agreement to the price and schedule, and the Contractor shall then proceed with the performance of the Additional Services. The HCID #6 shall be responsible for costs and for payment as set out in the cost estimate.

3. **TERM.** This Agreement shall be in effect for one year from the Effective Date and thereafter shall automatically renew for additional one year periods unless either party hereto terminates the Agreement.
4. **TERMINATION.** If the HCID #6 is dissatisfied with the quality of services during the term of this Agreement, the HCID #6 may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within thirty (30) days from receipt of such notice, the HCID #6 may then terminate this Agreement by thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for non-payment if the HCID #6 has not remedied or disputed the non-payment within thirty (30) days after receipt of written notice from the Contractor detailing such non-payment. In addition, either party may terminate this agreement by giving thirty (30) days written notice to other party.
5. **PRICE.** The HCID #6 agrees that the HCID #6 will pay Contractor for the Services as set forth in the proposal attached on an hourly basis as set out in Exhibit 3, attached hereto and incorporated herein for all purposes (the "Price"). Contractor will invoice monthly for the Services, and payment of the Price shall be due on the last day of the month following the services performed. A late charge of 1% per month shall be paid by the HCID #6 to Contractor on any past due payment not received by the last day of the month in question.
6. **CHANGE IN WORK PERFORMED.** The Price stated in this Agreement is based upon the size of the area where the Services are to be provided, the type of Services and the frequency of Services as specified herein. If there is any change in such area, the type or the frequency of the Services, the HCID #6 and Contractor agree to try to negotiate a reasonable price adjustment.
7. **EXTRAORDINARY COST CHANGES.** If any extraordinary event affects Contractor's costs, Contractor may request that the HCID #6 enter into negotiations regarding a reasonable adjustment. Both parties agree to negotiate in good faith to attempt to agree to a fair and reasonable adjustment in the Price.
8. **HOLIDAYS.** Contractor is not obligated to perform services on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the HCID #6 requests that Services be performed on a holiday, the HCID #6 recognizes that such work will be considered Additional Services and that the price to be proposed by Contractor will be based on an overtime basis. If the work is to be performed on a holiday that falls on Saturday or Sunday, it shall be subject to an additional charge of one full day at straight time. The parties will negotiate such the price for such Additional Services as provided in Section 2 hereof.



9. WEEKENDS. If the HCID #6 requests that Services or Additional Services be performed on a weekend, the Price shall be agreed to in writing prior to commencement of the Additional Services.
10. INDEMNIFICATION. To the fullest extent allowed by law, Contractor shall indemnify, defend and hold the HCID #6, its directors, employees, agents and consultants (the "Indemnified Parties") harmless from all loss, liability, cost, or expense (including reasonable attorney's fees) for bodily injury, death and property damage suffered anyone (hereinafter referred to as "claim(s)"), but only to the extent same are (a) caused by negligence, strict liability, misconduct, intentional or reckless act or failure to act or other fault of Contractor, its agents and employees (the "Contractor Parties") and (b) arise out of Services performed under this Agreement. The foregoing provision shall inure to the benefit of the HCID #6, provided that the HCID #6 notifies Contractor in writing of such claim within ten (10) days of same being reported to the HCID #6.
11. DELAYS. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's reasonable control.
12. INSURANCE AND TAXES. Contractor agrees to maintain in effect, during the term hereof, insurance for Workers Compensation with statutory limits, and commercial general liability, personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. Contractor has the right to be self-insured where permitted by State law. Contractor shall furnish to the HCID #6, on request, a Certificate of Insurance evidencing such coverage and specifying that thirty (30) days prior notice of cancellation will be sent to the HCID #6. Contractor shall be responsible for paying all payroll based taxes affecting its employees.
13. INDEPENDENT CONTRACTOR. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the HCID #6. The HCID #6 hereby agrees not to hire the contractor's employees or any subcontracted employees during the term of this contract and for one year following termination of this contract without the express written consent of the Contractor.
14. BINDING. This Agreement shall inure to and bind the successors, assigns, agents, and representatives of the parties.
15. ENTIRE AGREEMENT. This Agreement together with the attachments hereto, contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.
16. NOTICES. Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid,

**To HCID #6 at**  
c/o Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston, Texas 77227-2167  
713-595-1205

**To Contractor at**  
Greater East End Management District  
3211 Harrisburg  
Houston, Texas 77003  
713-928-9916

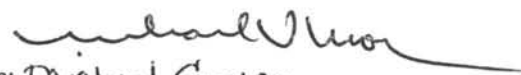
or at any other address which may be given by either party to the other in the manner provided above.



The parties have executed this Agreement in multiple counterparts, each of which shall be considered an original.

HARRIS COUNTY IMPROVEMENT DISTRICT #6

By:



Name: Michael Grover

Title: Chairman, Board of Directors

GREATER EAST END MANAGEMENT DISTRICT

By:



Name: DV Flores

Title: Chm

Attachments

Exhibit 1 – Target Area

Exhibit 2 – Scope of Work

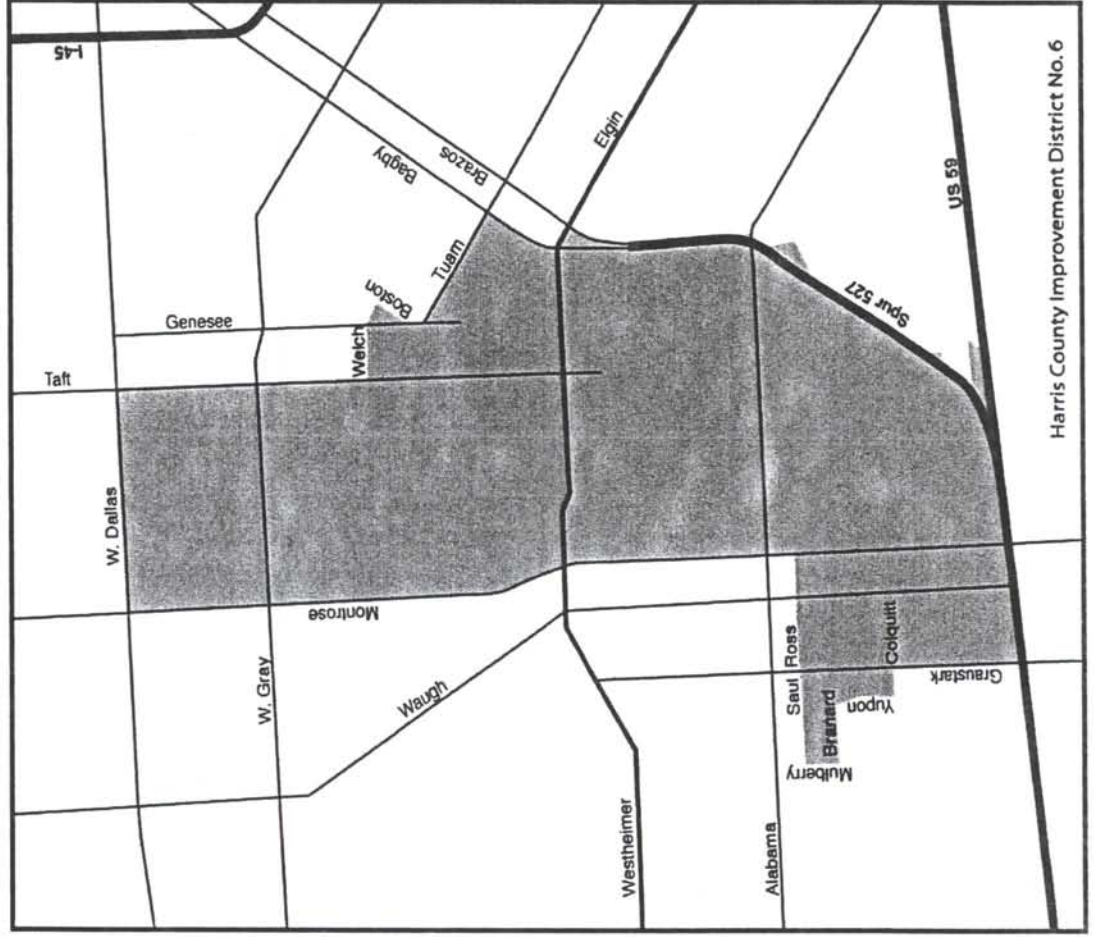
Exhibit 3 – Service Fee

Exhibit 4 – Additional Services



# Target Area

## Harris County Improvement District #6 Boundaries





# Scope of Work

## Harris County Improvement District #6

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■ Scope of work includes following activities:

*Prior to Service Day*

- ✓ Identification of graffiti
- ✓ Attain waiver from property owner (determine if waiver is in the system, if not, identify property owner and attain waiver)
- ✓ Schedule graffiti abatement

*Service Day*

- ✓ Abatement preparation (purchase and set up of supplies, paint, water for power washer, fuel for generator, etc.)
- ✓ Photograph graffiti (before / after)
- ✓ Abate graffiti (includes cost of all necessary paint and supplies)
- ✓ Site clean-up
- ✓ Equipment & Graffiti Mobile clean-up and maintenance

*Post Service Day*

- ✓ Database maintenance of graffiti waivers
- ✓ Generate graffiti reports to police as appropriate
- ✓ Generate monthly reports and invoices to clients





# 1 Year Service Agreement

## Harris County Improvement District #6

### *6 Week Major Cleanup*

Hourly Rate	Hours Per Days	Days Per Week	# of Weeks	Contract Cost
\$80	8	2	6	\$7,680

### *Balance of Year*

Hourly Rate	Hours Per Days	Days Per Week	# of Weeks	Contract Cost
\$80	8	1	46	\$29,440

<b>Total</b>	<b>\$37,120</b>
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# Scope of Work

## Harris County Improvement District #6

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### ■ **Fee-for-Service, upon request:**

The Contractor agrees to arrange for, coordinate and/or perform additional services related to graffiti abatement including, but not limited to arranging necessary traffic enforcement needs; producing informational material such as flyers regarding graffiti services and delivering such to constituents; renting high rise equipment; purchasing custom uniforms, shirts, caps for employees working in HCID #6. The Contractor and the HCID #6 must agree to price and scheduling for additional services in writing prior to the provision of additional services. Upon request for additional services, Contractor shall provide a cost estimate for approval. If approved, the HCID #6 will sign such estimate to indicate agreement to the price and schedule, and the Contractor shall then proceed with the performance of additional services. The HCID #6 shall be responsible for costs and for payment as set out in the cost estimate.

# Harris County Improvement District #6

## GRAFFITI ABATEMENT WAIVER

Property Owner/Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

(PLEASE PRINT)

**Property Address:** The undersigned owner or authorized agent of the property identified above, hereby consent to entry upon this property for the abatement of graffiti. I understand that the paint used to abate the graffiti will not be matched to the color of the vandalized surface. I hereby release and hold harmless the Harris County Improvement District #6, the Greater East End Management District, the City of Houston, the Mayor's Anti-Gang Office, the Harris County Community Supervisions & Corrections Department, the graffiti abatement crew, and the officers, agents and employees of each of these organizations, from any liability claims, demands, causes of action or obligations whatsoever arising out of or relating to entry upon my property for the purpose of abating graffiti. I understand that this consent shall remain in effect unless and until the Harris County Improvement District #6 or the City of Houston Mayor's Anti-Gang Office receives written revocation. I represent that I have the required authority to sign this waiver.

Owner/Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Owner/Agent's Daytime Phone: \_\_\_\_\_

### SPECIAL INSTRUCTIONS:

Do you want to be present while the probationers paint your property? ☐ yes ☐ no

Do you need to be contacted for scheduling the abatement crew's work on your property? ☐ yes ☐ no

(NOTE: The probation crew must be able to freely access the property)

What surface needs to be painted? ☐ wall ☐ fence ☐ dumpster ☐ sign ☐ other: \_\_\_\_\_

Do you want to supply the paint to be used or do you want the crew to use recycled gray indoor/outdoor latex paint which is supplied free of charge? ☐ Owner/agent will provide paint ☐ Crew may use recycled paint

Are there any special abatement instructions? (i.e. paint entire surface to a uniform height, etc.) \_\_\_\_\_

PLEASE RETURN COMPLETED FORM TO: Graffiti Abatement Program  
Greater East End District  
7041 Harrisburg Blvd, Suite 201  
Houston, Texas 77011

Phone: (713) 928-9916  
Fax: (713) 928-2915

### FOR OFFICE USE ONLY

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

PRIORITY: \_\_\_\_\_

Forwarded to: HCCSCD

Handled by: \_\_\_\_\_

Entered in database: \_\_\_\_\_

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



MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

---

**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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15. Approve Professional Services and Project Management Contract with Hawes Hill Calderon LLP.

**AGREEMENT BY AND BETWEEN  
MONTROSE MANAGEMENT DISTRICT  
AND HAWES HILL CALDERON LLP**

This Agreement is made by and between Montrose Management District (the "District"), a special purpose district created by the merger of Harris County Improvement District No. 6 and Harris County Improvement District No. 11, and Hawes Hill Calderón LLP, (the "Contractor"). This Amended and Restatement Agreement is effective as of January 1, 2011, (the "Effective Date") and supersedes all Agreements executed by the parties prior to this date.

W I T N E S S E T H :

WHEREAS, the District desires that the Contractor provide the District with certain professional and administrative services;

WHEREAS, the Contractor has the employees, office operations, and knowledge to ably provide the professional and administrative services required by the District;

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

I.

Engagement of Contractor

The District hereby engages the Contractor, and the Contractor hereby agrees to provide, furnish, or perform certain professional and administrative services with respect to the District including the services described on Exhibit A, annexed hereto. Such services herein collectively referred to as the "Services."

II.

Compensation and Reimbursement to Contractor

For and in consideration of the professional services to be performed by the Contractor specified in Exhibit "A," *Scope of Professional Consulting and Management Services*, of this Amended and Restated Agreement, the District agrees to pay the Contractor a fixed fee of SIX THOUSAND AND NO/100 DOLLARS PER MONTH (\$6,000.00/month) for professional consulting services performed in connection with the ongoing administration and management of operations and implementation of the approved *Service Plan and Assessment Plans* for the combined Harris County Improvement Districts No. 6 and No. 11. In addition the District agrees to pay the Contractor for supplemental staff services devoted exclusively to support of specific projects, programs and activities of the merged districts as described in Exhibit "A," "B," and "C," attached hereto. Reimbursable out-of-pocket expenses and other expenses and charges incurred by the Contractor in performing the Services under this Agreement shall be made on a monthly basis upon submission by the Contractor of invoices and other documentation setting forth such expenses and charges; *provided, however*, all expenses and charges proposed to be incurred by the Contractor for the performance of the Services shall be subject to the District's prior written approval. The *Schedule of Maximum Charges and Rates of Hawes Hill Calderon LLP* for the performance of the Services by the Contractor under this Agreement as set forth on Exhibit "B" attached hereto for reference

are hereby approved by the District. The District expressly disclaims any liability for reimbursement to the Contractor of any amounts in excess of those approved in writing by the District.

Contractor shall tender to the District a detailed invoice of the services performed and the allowable reimbursable expenses incurred to the District each month during the term of this Agreement. In the event of a disputed or contested invoice, the District may withhold any such disputed or contested amount without penalty.

### III.

#### Administrative Policies and Procedures

The Contractor shall conduct the administrative activities of the District in accordance with the instructions and guidance of the District.

### IV.

#### Accounts, Records, Accounting Reports and Audits

The Contractor shall maintain the books of records and accounts of the District in order to establish the amount due by the District to the Contractor in accordance with this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide free access to the District and allow for inspection and audit of all work, data, documents, proceedings, and activities related to this Agreement. Such right of access and audit shall continue for a period three (3) years from the date of termination of this Agreement.

### V.

#### Compliance With Applicable Laws Concerning Management Districts

The Contractor, in performance of its duties under this Agreement for the District, will comply with all applicable provisions of Texas law concerning municipal management districts under which the District is created.

### VI.

#### Right of Ownership

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by the District or purchased, created or maintained by the Contractor on behalf of the District shall remain the property of the District. It shall be clearly marked as property of the District in such manner that it may at any time be removed from the premises of the Contractor.



VII.  
Laws to be Observed

In performing its obligations under this Agreement, the Contractor at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or the equipment used in the work, or which in any way affects the conduct of the work, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof.

VIII.  
Successors and Assigns

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the District.

IX.  
Character of Workers and Work

Services provided for under this Agreement are being performed for the public benefit. The employees provided by the Contractor shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, the Contractor shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The District retains the right to require the Contractor to remove from the performance of services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the District. Nothing herein is intended to, and the parties agree that this Agreement does not, create any third party beneficiary rights for any employee or other person. It is intended that any employee who engages in any services provided for under this Agreement is an employee-at-will of the Contractor.

X.  
Conflict of Interest

In keeping with Contractor's duties to the District, Contractor agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Contractor agrees that it shall promptly disclose to the District any facts which might involve any reasonable possibility of a conflict of interest.

XI.  
Disclaimer of Political Support or Affiliation

The District expressly disclaims any political support or affiliation with the Contractor. Further, the District prohibits the Contractor, and the Contractor hereby agrees to comply with such prohibition,

from expending any District funds, directly or indirectly, including any funds to be reimbursed by the District, on any political candidate, cause, party, organization, or activity.

XII.

Term and Termination

Either party may terminate this Agreement at any time by giving the other party at least thirty (30) days notice thereof.

XIII.

Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

HAWES HILL CALDERÓN LLP

MONTROSE MANAGEMENT DISTRICT

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

Name: DAVID W. HAWES

Title: MANAGING PARTNER

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

Name: Claude Wynn

Title: CHAIRMAN, BOARD OF DIRECTORS

**Exhibit "A"**  
**Scope of Professional Consulting and Management Services**

Hawes Hill Calderón LLP will provide the following services:

**Professional Consulting Services for Operations**

Provide general technical support and professional expertise to Montrose Management District (the "District") in carrying out its legislative purposes of promoting, developing encouraging, and maintaining employment, commerce, transportation, housing, tourism, recreation, arts, entertainment, economic development, safety, and the public welfare in the area of the city of Houston encompassed within its boundaries.

Assist the District in the administration of the District's approved *Service and Improvement Plan and Assessment Plans*, each of which sets forth a vision, goals to be achieved, services to be rendered, and improvements to be undertaken to benefit commercial property owners within the combined Harris County Improvement Districts No. 6 and No. 11, which in turn will benefit all local citizens, the State of Texas, Harris County and the City of Houston.

Work with the board to prioritize objectives, implement short-term, highly visible projects and establish a foundation for long-term projects

**District Administration and Management Services, as detailed in Exhibit C**

Employ and oversee a professional team to carry out all District programs and projects effectively and successfully

**Supplemental Support Services, as detailed in Exhibit "C"**

Provide supplemental support services customized to the specific needs and goals of the District in the following functional areas:

- **District Services Functions**  
Assign a professional staff member to function as the District's on-site Director of Services
- **Marketing and Public Relations Functions**  
Assign a professional staff member to function part-time as the District's Director of Marketing and Public Relations
- **Economic Development Functions**  
Oversee the work of a part-time contractor who will provide professional economic development services

• **Initials:** \_\_\_\_\_  
\_\_\_\_\_



**Exhibit "B"**  
**Schedule of Maximum Charges and Rates**  
**of Hawes Hill Calderon LLP**

**Professional consulting, administration and management services** *fixed rate: \$6,000/month*  
**Supplemental services**

**On-site district support (Director of Services)** *60% of annual salary plus  
benefits*

**Marketing and public relations** *fixed rate: \$1,500/month*

**Economic development** *fixed rate: \$1,000/month*

**Out-of-pocket expenses including, without limitation, the following:** *actual cost*

- prints, photocopies, reproductions, graphics, art supplies
- postage, deliveries
- posting, filing and submittal fees
- publication of public notices
- parking fees and tolls
- costs of food, beverage for district meetings
- travel, lodging and incidentals

Automobile mileage directly attributable to this project shall be charged at the current rate allowable under Internal Revenue Service regulations.

Exhibit "C"



HAWESHILLCALDERON  
LLP

**SPECIAL DISTRICT/ZONE ADMINISTRATION**  
(municipal management districts, tax increment reinvestment zones, public improvement districts)

- Operations management
- Project/contract management
- Records management
- Community relations
- Intergovernmental relations

*(on-going)*

**SPECIAL DISTRICT/ZONE CREATION**  
(municipal management districts, tax increment reinvestment zones, public improvement districts)

- Feasibility and preliminary planning
- Legislative processes
- Lobbying
- Community information and relations

*(cyclic)*

**SPECIAL PROJECTS AND SERVICES**

- Economic development projects
- Public policy training
- GIS mapping

*(episodic)*

## MONTROSE MANAGEMENT DISTRICT BOARD OF DIRECTORS

**Primary Functions:** As appointed, uncompensated government officials, the members of the board of directors serve as stewards of the community comprising the Montrose Management District in carrying out the mandates contained in the District's enabling statute and related laws, ordinances and regulations. The board provides responsible, ethical leadership for the overall program and policy directions of the District.

**Responsibilities include:**

- Exercising the powers and duties of the District as enumerated in Chapter 3830, *Texas Special District Local Laws Code*, and as they may be amended from time to time
- Determining short-term and annual priorities within the context of the combined Districts' *Service and Improvement Plans and Assessment Plans* as well as the evolving needs and issues facing the community
- Setting goals, determining policies and establishing advocacy positions
- Approving the District's annual budget, assuring that it reflects the District's short-term and long-term strategic plans
- Monitoring the District's financial performance, adjusting the budget as necessary
- Evaluating the District's programmatic and project performance
- Ensuring that the District follows all relevant laws governing its operations
- Hiring, firing, and evaluating professional service providers and contractors that support the District's administration, projects and programs
- Serving as the District's advocate among a variety of constituencies, including the District's citizens, institutions, commercial enterprises, and local, state and federal government entities
- Establishing and charging standing and *ad hoc* committees and task forces to carry out and oversee specific District directives and initiatives
- Identifying, recruiting, judging and recommending candidates to the Houston City Council for persons to fill expired positions on the Board of Directors



**Primary Functions:**

Under the direction of the District's Board of Directors, the Executive Director is responsible for overall management and day-to-day operations of the Montrose Management District and protection of the District's assets while ensuring compliance with board directives and all applicable laws, statutes, and ordinances, including grantor, federal and state requirements

**Essential Duties and Responsibilities:**

*Performs duties and responsibilities that may include, but are not limited to, any combination of the following tasks and other duties as assigned:*

- Provides expert advice and guidance to the Chair, Board of Directors, and board committees in the development and implementation of current and long-term District goals and objectives as well as policies and procedures for the District's operations
- Develops strategic plans to achieve the District's goals for the board's consideration and approval; implements the plans and evaluates their outcomes; recommends changes and adjustments as necessary
- Provides financial management, including feasibility analysis, financial planning, and budget development for operations , projects and programs
- Administers the District's budget, including tracking income and monthly expenses in reference to the annual budget; monitors assessment collections and District expenses; prepares reports and analyses as required
- Works closely and directly with the District's bookkeeper, investment officer and auditor to assure accurate accounting and financial reporting as well as compliance with rules of the Government Accounting Standards Board, the Public Funds Investment Act and Public Funds Collateral Act
- Coordinates with District's legal advisors on matters of law, compliance, litigation, statutory records and related issues and affairs
- Monitors changes and compliance with all regulations and reporting requirements of the Secretary of State, Texas Commission on Environmental Quality, Harris County, the City of Houston and other regulatory bodies
- Coordinates reports and activities with the District's assessment collector/database manager and delinquent assessment collection attorney
- Oversees the development of requests for qualifications and requests for proposals for contract services as determined by the Board of Directors; assists the board in selecting appropriate consultants
- Negotiates services and terms for agreements and contracts with auditors and consultants, professional service providers, supply and service vendors, financial institutions, government agencies, grantors, collaborators and others, subject to the approval of the Board of Directors
- Provides management oversight for all contractors, including public infrastructure construction contractors, security services, landscape services, and others
- Oversees all aspects of the District's external relationships with federal, local and state government officials and agencies, community-based organizations, the media, business groups and associations, nonprofit service providers, and the public

- Prepares legislative analyses and represents the District before legislative and municipal governing bodies
- Creates and nurtures collaborative relationships with local special purpose districts in an effort to generate cost-saving and sharing efficiencies, supportive advocacy initiatives and other issues of mutual concern
- Assists the District Board in developing, coordinating and carrying out its public safety and security, mobility and transportation, environmental and urban design, marketing, public relations and communications programs
- Handles all aspects of human resource management for employees assigned to work for the District, including hiring, evaluating and terminating, developing position descriptions, setting compensation
- Supervises all assigned District staff, including planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems
- Coordinates and staffs all meetings and public hearings of the District's Board of Directors, including preparing agendas, assuring proper postings and notifications, and advising the Board Chair and Directors as needed during the proceedings

**The following employees report directly to the Executive Director:**

- Associate Executive Director
- Director of Services
- Marketing/Business Development Director
- Senior GIS Administrator

**The following professional contractors who provide on-going services to the District report directly to the Executive Director:**

- Economic development contractor
- Public safety/police contractors
- Graffiti abatement contractor
- Litter abatement/landscape maintenance contractor (when hired)



## Associate Executive Director

### Primary Functions:

The Associate Executive Director is responsible for providing general administrative support for the overall management and operation of the Spring Branch Management District with specific assignments in the areas of meeting and records management, coordination of accounts payable and receivable, risk management, and board development.

### Essential Duties and Responsibilities:

*Performs duties and responsibilities that may include, but are not limited to, any combination of the following tasks and other duties as assigned:*

- Provides support to the Executive Director in all activities associated with meetings and public hearings of the Board of Directors, including oversight of official postings and public notices; coordinates preparation and distribution agendas and agenda support materials
- Serves as the District's designated records management officer and archivist; prescribes and implements file management and record disposition systems, standards and procedures that are consistent with the District's adopted records management policy and ensure compliance with the Texas Public Information Act and the Texas Open Meetings Act
- Performs notary services and administering oaths of office and affidavits as required; provides statutory documents on new board appointments to the Secretary of State
- Attends District board meetings and assuring accurate recordation of deliberations and decisions; maintains records of board attendance and compliance with statutory attendance requirements
- Coordinates pre- and post-meeting preparation and distribution of documents, contracts, reports and proposals; works with the District's legal advisors on preparation and distribution of orders, certificates, resolutions, oaths, sworn statements, bonds and related documents
- Responds to requests for information in accordance with the provisions of the Texas Public Information Act
- Establishes and oversees processes for reviewing, approving and distributing invoices for accounts payable to the District's bookkeeper
- Coordinates provision of required information and records to the District's auditor
- Coordinates with the District's assessment collector/property database manager on property owner questions and concerns
- Assesses the District's requirements in the area of risk management; develops and distributes requests for proposals for insurance services; reviews and recommends insurance proposals for the Board's annual review and approval; coordinates claims and communications with insurance agents and underwriters as needed
- Staffs the Board's Nominating Committee, implementing the Board's approved Nomination Policy and Procedures; oversees meeting arrangements; obtains background information on qualifications and arranging interviews with potential candidates for the board; prepares



Nominating Committee reports and recommendations; and serves as the board's liaison with the City of Houston Mayor's Office of Boards and Commissions

- Provides information and support to the Chair at board meetings in the absence of the Executive Director
- Drafts and edits contracts, publications, website content, training and informational materials and media as needed

**The following employees report directly to the Associate Executive Director**

- Director of Business Operations
- Community Services Liaison (Field Inspector)

**As needed and requested, the Associate Executive Director assists the Executive Director in supervising and following up on tasks assigned to the following employees:**

- Marketing/Business Development Director
- Director of Services
- Senior GIS Administrator

**As needed and requested, the Associate Executive Director assists the Executive Director in coordinating activities and assignments with the following service providers:**

- District Bookkeeper
- Auditor
- Assessment Collector and Property Database Manager
- District legal counsel's paralegal support staff

## Marketing & Public Relations Director

### Primary Functions:

The Marketing & Public Relations Director performs technical work in the planning, development and implementation of the marketing and public relations programs and projects of the Montrose Management District. Duties and responsibilities include marketing, administrative, operations, and technical support functions. The Marketing & Public Relations Director reports to and works under the general supervision of the District's Executive Director.

### Essential Duties and Responsibilities:

Performs duties and responsibilities that may include, but are not limited to, any combination of the following tasks and other duties as assigned:

- Plans, manages and coordinates *Service and Improvement Plan* strategies to attract new businesses and encourage expansion and retention of existing businesses to promote a stronger economic base
- Manages the implementation of the District's marketing plan, including production and distribution of marketing materials, organization and execution of special events, oversight of website development and content
- Develops and maintains positive relationships with District businesses and community-based organizations
- Coordinates activities with local businesses and community-based organizations designed to promote the District as a vibrant place to do business, live and play
- Represents the District at meetings, presentations, trade shows and similar public events
- Staffs the District's Business & Economic Development Committee and Visual Improvements & Cultural Promotion Committee, including preparation of committee agendas, reports and recommendations and implementation of board-authorized committee initiatives
- Assists the Executive Director in preparing monthly marketing and public relations status reports and meeting agendas
- Assists the Executive Director in preparing proposed budgets for District marketing and public relations activities and initiatives
- Attends public meetings and district meetings to obtain and disseminate information as needed
- As needed, works closely with the Economic Development contractor on programs and projects to build the district's economic base

## Director of Services

### Primary Functions

The Director of Services directs and coordinates activities of designated programs and projects of the Montrose Management District to ensure that goals and objectives are accomplished within prescribed timeframes and funding parameters. Duties and responsibilities include administrative, operations, and technical support functions. The Director of Services reports to and works under the general supervision of the District's Executive Director.

### Essential Duties and Responsibilities:

Performs duties and responsibilities that may include, but are not limited to, any combination of the following tasks and other duties as assigned:

- Manages and coordinates the District's combined *Service and Improvement Plan* projects and programs, including contractor oversight on various capital project and community development initiatives.
- Prepares Requests for Qualifications (RFQs) and Requests for Proposals (RFPs) in the solicitation of consultant support on an array of projects
- Reviews and monitors service agreements and consultant scopes of services as required; prepares regular progress and status reports
- Develops and maintains working relationships with consultants and contractors, serving as a trouble-shooter and problem-solver as needed
- Develops and maintains positive relationships with government regulatory agencies and officials
- Reviews invoices for work done; recommends payment as appropriate to the Executive Director and District Board
- Staffs the District's local office; provides information to the general public about the District; answers inquiries from the public and directs inquiries to appropriate staff
- Administers, coordinates logistics and provides support to the District's committees and task forces, including assisting the Executive Director in preparation of monthly project status reports and meeting agendas
- Attends public meetings and district meetings to obtain and disseminate information as needed
- Prepares and presents written and verbal communications for various audiences
- Staffs the District's Security and Public Safety Committee and Transportation Planning Committee, including preparation of committee agendas, reports and recommendations, and implementation of board-authorized committee initiatives



## Senior GIS Administrator

### Primary Functions:

The Senior GIS Administrator is responsible for all geographic information system (GIS) projects and requirements, including developing and implementing methodologies for creation and use of spatial and tabular GIS-related data. This position reports to and works under the general supervision of the Executive Director.

### Essential Duties and Responsibilities:

Performs duties and responsibilities that may include, but are not limited to, any combination of the following tasks and other duties as assigned:

- Conducts mapping research and analyzes complex geographic data
- Creates standard and custom maps using GIS software for internal and external users
- Researches property ownership, land uses, boundary matters
- Interprets engineering plans, plat maps and legal descriptions
- Works with local units of government with respect to geographic-related data
- Oversees data conversion, design, development and quality assurance for GIS software systems applications and equipment
- Functions as database administrator for all GIS-related processes and projects
- Maintains current knowledge of trends and developments in the geographic information systems field for application to responsibilities under charge.

**Primary Functions:**

This position is responsible for inspecting commercial corridors within the District's boundaries for blighted conditions impacting the public safety and health. In addition, as community services liaison, the person in the position is also responsible for timely posting of all board and committee agendas at the County Court House as well as the compilation and distribution of monthly agenda materials to the District's Board of Directors, consultants and others. The Community Services Liaison/Field Inspector reports to the Executive Director on matters regarding field inspections and to the Associate Executive Director on postings and related matters.

**Essential Duties and Responsibilities:**

Performs duties and responsibilities that may include, but are not limited to, any combination of the following tasks and other duties as assigned:

- At least monthly and as needed, visually inspects all commercial corridors within and bordering the District for overgrown lots, illegal dumping graffiti, litter accumulation, junk cars and related problems
- Photographs and documents instances of blight; identifies ownership and lot/block information using the Harris County Appraisal District property tax records; reports findings to appropriate City of Houston departments for enforcement and follow-up
- Receives and handles complaints regarding blighted conditions, graffiti, etc.
- Maintains files, databases, logs and records related to inspections
- Prepares written reports, memoranda and correspondence
- Posts agendas of the District's board and committee meetings at the Harris County Clerk's office
- Compiles, assembles and distributes agenda support materials for the District's monthly board meetings

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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16. Receive Executive Director's Monthly Report on Action Initiatives in support of the Montrose Management District's Service Plan.



**MONTROSE MANAGEMENT DISTRICT**

**SERVICE PLAN**

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**MONTHLY REPORT**

**JANUARY 10 - MARCH 7, 2011**

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**PROJECTS**

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**COMMITTEE ACTIVITY**

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**STAFF ACTIVITY**

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## PROJECTS

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### **Economic Development**

The committee met on January 11 and a copy of the minutes is included in the packet for review. Staff continued to work with the proposed vendor on the contract for services to be presented to the board for consideration.

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## COMMITTEE ACTIVITY

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### **Economic Development Committee**

The Business and Economic Development Committee met on January 11<sup>th</sup> to review the draft agreement with Curb Branding Design for the development of a District logo.

### **Environmental and Urban Design Committee**

The Visual Improvement Committee did not meet during the reporting period of this report.

### **Transportation Committee**

The Transportation Committee did not meet during the reporting period of this report.

### **Public Safety Committee**

The Public Safety Committee met on January 21, 2010 to discuss the December patrol reports and the purchase of a chair for the Neartown Storefront.

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## STAFF ACTIVITY

### JANUARY 10 – MARCH 7, 2010

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The staff held a public hearing to combine HCID #6 and HCID #11.

The staff has worked with property owners concerning public safety issues within the District. We also met with several property managers who were interested in learning more about the District expansion and how they might get involved. Staff invited the managers to attend a business committee meeting to consider serving on the committee.

The staff has spoken with a reporter with the Chronicle in support of the District initiatives.

The staff met with representative from the Menil concerning the Service and Assessment Plan.

We continue to update and work on pages for the website and other collateral materials while awaiting the logo development.

Staff met with several vendors interested in creating and managing social media services for the District.

Research and planning continues for the proposed "Taste of Montrose" event/venue. Staff met with the various business owners and managers who have participated in the Montrose Crawl to gauge their interest in serving on a special committee to beginning planning of a food/entertainment event/venue.

Staff visited with Tradition Bank managers regarding a collaborative project for recycling events in 2011, they are definitely interested in partnering on an event.

During the reporting period staff met with strategic and community partners and/or attended events for: the Transportation Coalition, Buffalo Bayou Partnership, and St. Thomas and Rice Universities.

**End of Report**





## HCID #6 - EAST MONTROSE DISTRICT

### Cleanup Update

January 2011 meeting of the Board of Directors

Staff inspected the District for overgrown vacant lots, illegal trash dumps, inoperable vehicles and abandoned houses and businesses. Reports were submitted to Neighborhood Protection for abatement.

#### *Overgrown vacant lot violations were found in the following locations:*

Harris County Tax Account No.	014-148-000-0007
Lot and Block No.	Lot 7, Block 2
Property Address	4326 Jack, <b>at NW corner of Jack &amp; Oakley</b> , Key Map 493W
Harris County Tax Account No.	030-155-000-0011
Lot and Block No.	Tract 11, Block 13
Property Address	715 Woodrow, <b>across the street from apartments</b> , Key Map 493W
Harris County Tax Account No.	057-033-000-0016
Lot and Block No.	Lot 16, Block 3
Property Address	313 W. Polk, Key Map 493N
Harris County Tax Account No.	026-145-000-0001
Lot and Block No.	Lot 1 & Tract 2A, Block 19
Property Address	803 Kipling, <b>at SW corner of Kipling &amp; Stanford</b> , Key Map 493S

- *Evidence regular reporting to Neighborhood Protection is doing some good: NP sign at the vacant lot behind the store at the corner of W. Gray and Crocker. The lot has been mowed.*



Staff will continue to look for violations and other problems as they arise. Please call Roy Hill at 713-595-1207 or 713-724-2189 or send an e-mail to [rhill@hhcllp.com](mailto:rhill@hhcllp.com) if you see a possible violation that needs to be inspected.



## HCID #11 WEST MONTROSE DISTRICT

### Cleanup Update

January 2011 meeting of the Board of Directors

Staff has inspected the District for overgrown vacant lots, illegal trash dumps, inoperable vehicles and abandoned houses. Reports have been submitted to Neighborhood Protection for abatement.

#### *Overgrown vacant lot violations were found in the following locations:*

Harris County Tax Account No.	130-884-001-0001, 130-884-001-0002, 130-884-001-0003
Lot and Block No.	Lots 1, 2 & 3, Block 1
Property Address	0 W. Gray, at NE corner of W. Gray & Hazel, Key Map 493N
Harris County Tax Account No.	037-085-000-0060
Lot and Block No.	Lot 60
Property Address	1207 Welch, Key Map 493N
Harris County Tax Account No.	052-079-005-0014
Lot and Block No.	Lot 14, Block 5
Property Address	1714 Ridgewood, Key Map 492R
Harris County Tax Account No.	038-257-000-0003, 038-257-000-0004
Lot and Block No.	Lots 3 & 4, Block 22
Property Address	1529 & 1533 Indiana, at SE corner of Indiana & Yupon, Key Map 492R



- *An illegal dump in the 1800 block of Colquitt has been reported to Neighborhood Protection for abatement*



**MONTROSE MANAGEMENT DISTRICT**  
**Cleanup Update – the first Update from the newly-combined Districts**

March 2011 meeting of the Board of Directors

Staff inspected the District for overgrown vacant lots, illegal trash dumps, inoperable vehicles and abandoned houses and businesses. Reports were submitted to Neighborhood Protection for abatement.

***Overgrown vacant lot violations were found in the following locations:***

Harris County Tax Account No.	052-079-005-0014
Lot and Block No.	Lot 14, Block 5
Property Address	1714 Ridgewood, Key Map 492R
Harris County Tax Account No.	130-936-001-0001, 130-936-001-0002 & 130-936-001-0003
Lot and Block No.	Lots 1, 2 & 3, Block 1
Property Address	0 W. Drew, <b>at NW corner of W. Drew &amp; Van Buren</b> , Key Map 493N
Harris County Tax Account No.	014-148-000-0007
Lot and Block No.	Lot 7, Block 2
Property Address	4326 Jack, <b>at NW corner of Jack &amp; Oakley</b> , Key Map 493W
Harris County Tax Account No.	030-155-000-0011
Lot and Block No.	Tract 11, Block 13
Property Address	715 Woodrow, <b>across the street from apartments</b> , Key Map 493W

- *Illegal dump in the 1800 block of Colquitt, reported to NP for abatement*



- *New activity at the abandoned townhouses in the 2000 block of Windsor at Welch, some cleanup and new construction happening*







- *The new Aqua Hand Car Wash and Detail now open at the corner of W. Dallas and Montrose, a former vacant lot sore spot in the District*



- *New residential construction at the corner of W. Bell and Stanford*



- *Large pile of debris in the vacant lot behind the old Felix Restaurant, reported by Staff for abatement*



Staff will continue to look for violations and other problems as they arise. Please call Roy Hill at 713-595-1207 or 713-724-2189 or send an e-mail to [rhill@hhcllp.com](mailto:rhill@hhcllp.com) if you see a possible violation that needs to be inspected.