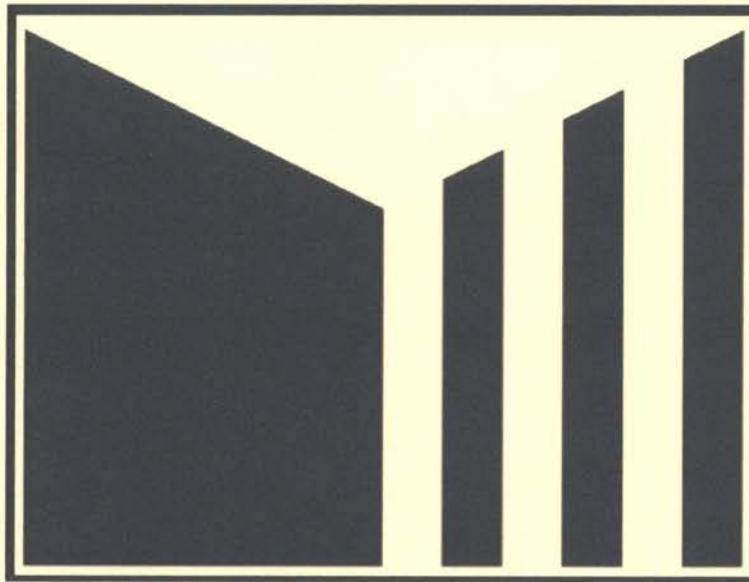


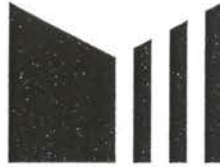
MONTROSE MANAGEMENT DISTRICT



Agenda and Agenda Materials
Meeting of the Board of Directors

April 8, 2013

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 at 12:00 pm on Monday, April 8, 2013, at 401 Branard Street, 2nd Floor, Room 106, 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 March 11, 2013.
3. Receive public comments.
4. Receive District's monthly Assessment Collection Reports and Billing and Assessment Summaries, Lawsuit and Arbitration Status Details, and Delinquent Assessment Reports.
5. Receive and consider District's monthly financial report, including; pay invoices.
6. Conduct annual review of Investment Policy and adopt Resolution Regarding Annual Review of Investment Policy.
7. Review, revise and adopt Resolution Establishing the Authorized Depository Institutions and Adopting List of Qualified Broker/Dealers.
8. Accept annual disclosure statements for Investment Officer and Bookkeeper.
9. Receive Executive Director's Monthly Report on District initiatives.
10. Sign maintenance agreement with the City of Houston.
11. Receive report and recommendations from the Marketing and Business Relations committee:
 - a. Consider approval of the 2013 PR and Marketing Project Work Plan
12. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney to discuss litigation, and matters related to the same.
13. Reconvene in Open Session and authorize appropriate action by legal counsel related to Item 11 on the agenda.
14. Announcements.
15. 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

AGENDA MEMORANDUM

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

2. Approve minutes of meeting held March 11, 2013.

**MINUTES OF THE MEETING
OF
MONTROSE MANAGEMENT DISTRICT
BOARD OF DIRECTORS**

March 11, 2013

Determine quorum; call to order.

The Board of Directors of the Montrose Management District held a meeting on Monday, March 11, 2013, at 12:00 p.m. Noon at 401 Branard Street, 2nd Floor, Room 106, Houston, TX 77006, inside the boundaries of the District, and open to the public. Chairman Wynn called the meeting to order at 12:00 p.m., and the roll was called of the duly appointed members of the Board, to wit:

Position 1: Claude Wynn, <i>Chairman</i>	Position 9: Kathy Hubbard, <i>Treasurer</i>
Position 2: Dana Thorpe	Position 10: Michael Grover
Position 3: Randy Mitchmore, <i>Vice Chairman</i>	Position 11: Bobby Heugel
Position 4: Cassie Stinson, <i>Secretary</i>	Position 12: Brad Nagar, <i>Ass't Sec'y</i>
Position 5: Lane Llewellyn	Position 13: Vacant
Position 6: Vacant	Position 14: David Robinson
Position 7: Vacant	Position 15: Randall Ellis
Position 8: Robert Jara	

and all of the above were present with the exception of Director Mitchmore, thus constituting a quorum. Also present at the meeting were Bill Calderon, Susan Hill, Josh Hawes, Gretchen Larson and Ray Lawrence, all of Hawes Hill Calderon, L.L.P.; Clark Lord, Bracewell & Giuliani, L.L.P.; Patricia Hall, Equi-Tax, Inc.; and Darrell Hawthorne, Municipal Accounts and Consulting, L.P. Others present were Dennis Beedon and Marie Cortes-Matte, District business ambassadors; Daphne Scarbrough, Richmond Avenue Coalition; Eugene Nosal, Avondale Association; Jack Valenski, City of Houston Mayor's Office; Victor Beserra, Houston Police Department (HPD); and Kimberly Rightor, Houston Parks Board.

Approve minutes of meeting held February 11, 2013.

Upon a motion duly made by Director Hubbard and being seconded by Director Llewellyn, the Board voted unanimously to approve the minutes of its meeting held on February 11, 2013.

Receive public comments.

Ms. Scarbrough addressed the Board. She said that depositions will be forthcoming with regards to legal action on the dissolution of the District. No action was taken.

Houston Parks Board Presentation

The Board heard a presentation from representatives of the Houston Parks Board relating to the "Bayou Greenways 2020" (BG2020) project. This initiative will aim to create a united urban park system by developing linear parks and trails along all the major bayous that flow throughout Houston. BG2020 will add nearly 1,500 acres of additional park land to Houston's inventory and create nearly 150 miles of continuous, off-road, shared use trails. Board members made comments and asked questions following the presentation. No action was taken.

Receive District's Monthly Assessment Collection Reports and Billing and Assessment Summaries, Lawsuit and Arbitration Status Details, and Delinquent Assessment Reports.

The agenda item was deferred until later in the meeting.

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

Mr. Hawthorne reviewed the financial statements included in the Board agenda materials. Chairman Wynn noted that the invoices presented for payment have been reviewed by the Finance Committee. Upon a motion duly made by Director Ellis and being seconded by Director Llewellyn, the Board voted unanimously to approve the Montrose Management District's monthly financial report and pay invoices.

Receive Executive Director's Monthly Report on District initiatives.

Mr. Calderon briefed the Board and said that the District's initial banner signage is expected within the next couple of weeks. He reported that the PM Realty Group may provide the location for installation of the inaugural sign.

He said that METRO Board Member Christof Spieler recently addressed the Business and Economic Development Committee to report on METRO's mobility plans and to request that the District adopt a resolution supporting rail. Mr. Calderon said that the Mobility Committee will review the request. It was noted that METRO ridership is significantly lower in the Montrose area than in other areas of the City. Mr. Lawrence added that METRO is currently working to simplify its routes and its services to become more user-friendly in an effort to increase its ridership.

Mr. Calderon thanked Director Heugel for his work with the City regarding parking ordinances. He said that through the creation of a parking district, the District may gain an opportunity to better manage local parking issues including parking permits, metering and the development of public/private parking facilities.

Ms. Hall joined the Board meeting in progress during the Executive Director's report.

Mr. Calderon said a Capital Improvements Program presentation was made recently to City officials. Several Board members commented that the Montrose area is underfunded in the City's ReBuild Houston Program. There was discussion about possible initiatives to inform and educate assessment payers about the matter and to raise awareness among public officials of the need for repairs within the District. Mr. Calderon commented that advocacy is an appropriate role for the District. No action was taken.

Receive Marketing Report.

Ms. Larson provided a review and highlights of the proposed 2013 Public Relations and Marketing Strategy and Work Plan, included in the Board agenda materials. Components of the Plan will include information dissemination through several social media outlets; an active Business Ambassador program; monthly mixers that include educational and training programs for area businesses; historical and cultural initiatives; an educational mobility campaign with information about walking/bike tours, parking regulations and bicycle racks; printed marketing materials; and providing additional safety and security coverage for events and festivals held within the District, rather than direct sponsorships of the events. Following discussion, and upon a motion duly made by Director Hubbard and being seconded by Director Nagar, the Board voted unanimously to approve the 2013 Public Relations and Marketing Strategy and Work Plan.

Receive District's Monthly Assessment Collection Reports and Billing and Assessment Summaries, Lawsuit and Arbitration Status Details, and Delinquent Assessment Reports.

Ms. Hall presented the Report. She reported that the 2012 assessments are 90% collected to date on the East side of the District and 91% collected on the West side of the District. She noted that lists of the District's Top Ten Assessment Payers and the Ten Largest Delinquent Accounts are both included in the Board agenda materials, as well as a report on delinquent collections activities. No action was taken.

Receive and consider report from the Public Safety Committee.

- a) Consider purchase of 200 "Lock Take Hide" signs for an amount not to exceed \$10,000.**

Officer Beserra presented the Patrol Activity Report. He reported that 69 arrests were made last month. Mr. Calderon explained that the "Lock Take Hide" signage would be beneficial in terms of mitigating the number of automobile break-ins in the area. He said funding for the signs is available in the Public Relations and Marketing budget. Committee Chair Nagar spoke in favor of the signage, stating that such programs have been proven to be effective. Mr. Calderon agreed and said that the Committee may request the purchase of additional "Lock Take Hide" signage at a later date. Director Stinson inquired about the fabrication and cost of the signs. Chairman Wynn and Mr. Calderon said that these signs are metal and durable, with anti-graffiti coatings applied.

Upon a motion duly made by Director Llewellyn and being seconded by Director Stinson, the Board voted unanimously to approve the purchase of 200 "Lock Take Hide" signs for an amount not to exceed \$10,000.

Receive report from the Mobility and Visual Improvements Committee.

Director Robinson reported on a mobility study related to the Houston Medical Center. Director Heugel commented that the installation of bicycle racks would be beneficial to area businesses. Director Stinson said that other management districts are working to designate and paint bicycle lanes and to install bicycle racks. Chairman Wynn suggested that the Committee review and consider these initiatives further. No action was taken.

Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney to discuss litigation, and matters related to the same.

The Board convened in Executive Session at 1:12 p.m.

Reconvene in Open Session and authorize appropriate action by legal counsel related to Item #16 on the agenda.

The Board reconvened in Open Session at 1:50 p.m. No action was taken.

Announcements.

Director Stinson inquired about the status of proposed nominees to serve on the Board. Mr. Calderon said that the matter is currently under review by City officials and that he expects action to be taken later in the year.

Adjourn.

There being no further business to come before the Board, Chairman Wynn adjourned the meeting at 1:51 p.m.

Secretary, Board of Directors
Montrose Management District



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

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

**MONTROSE DISTRICT EAST ZONE
ASSESSMENT COLLECTION REPORT
MARCH 2013
BILLING AND COLLECTION SUMMARY
FISCAL YEAR
01/01/13 - 12/31/13**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2012	0.12500	\$441,073.45	\$409,845.52	\$31,227.93	93%
2011	0.12500	\$421,254.17	\$416,358.57	\$4,895.60	99%
2010	0.12500	\$402,221.57	\$400,002.36	\$2,219.21	99%
2009	0.12500	\$419,939.17	\$419,901.67	\$37.50	100%
2008	0.12500	\$396,675.13	\$396,650.13	\$25.00	100%
2007	0.12500	\$309,868.58	\$309,849.83	\$18.75	100%

Current Month Activity

Revenue:	Current Month	Year to Date
2012 Assessment Collected	14,712.26	362,059.44
2011 Assessment Collected	838.44	3,234.11
2010 Assessment Collected	830.42	1,795.77
2009 Assessment Collected	0.00	0.00
2008 Assessment Collected	0.00	0.00
2007 Assessment Collected	0.00	0.00
Penalty & Interest	1,734.62	3,158.00
Overpayments	12.34	3,477.69
Collection Fees	526.42	1,467.02
Court Fees	0.00	0.00
Total Revenue	18,654.50	375,192.03
Overpayments Presented for Refund	570.19	3,478.69
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2012:	353,167,923	Uncertified:	0
ASSESSED VALUE FOR 2011:	337,025,024	Uncertified:	0
ASSESSED VALUE FOR 2010:	321,799,663	Uncertified:	0
ASSESSED VALUE FOR 2009:	336,117,938	Uncertified:	0
ASSESSED VALUE FOR 2008:	317,339,817	Uncertified:	0
ASSESSED VALUE FOR 2007:	322,144,526	Uncertified:	0

Assessment Collection Account: Compass Bank, Account No. 2530962019

ASSESSMENT PLAN PROJECTIONS

YEAR	MAX RATE	PROJECTED LEVY	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE @ 10%
2007	0.12500	337,500	320,625	309,849.83	
2008	0.12500	337,500	320,625	396,650.13	
2009	0.12500	337,500	320,625	419,901.67	
2010	0.12500	337,500	320,625	400,002.36	
2011	0.12500	337,500	320,625	416,358.57	
2012	0.12500	337,500	320,625	409,845.52	
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		
		3,375,000	3,206,250		375,000

The Projected Levy is based on the rate remaining at 0.12500

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

MONTROSE DISTRICT EAST ZONE

MARCH 2013						
TOP TEN ASSESSMENT PAYERS						
PROPERTY OWNERS	ACCOUNT NOS	SITUS	PROPERTY TYPE	VALUE	ASSESSMENT	
PPF AMLI 2221 WEST DALLAS ST LL 200 W MONTROSE ST STE 2200 CHICAGO IL 60606-5070	1269260010001	2221 W DALLAS ST 404 77019	MULTI-FAMILY	58,104,175	72,630.22	
UST REALTY COMPANY % UNIV OF ST THOMAS; ATTN PRES 3800 MONTROSE BLVD HOUSTON TX 77006-4626	0261640000027 0261630000021 0261630000001	4100 MONTROSE BLVD 77006 4203 YOAKUM BLVD 77006 4200 MONTROSE BLVD	OFFICE BUILDINGS	12,109,700	15,137.13	
4203 MONTROSE LTD 3810 W ALABAMA HOUSTON TX 77027-5204	1277520010001	4203 MONTROSE BLVD 77006	OFFICE BUILDING	8,136,463	10,170.58	
RIVERSIDE CPI LLC & REALTY CTR MANAGEMENT INC 1990 S BUNDY DR STE 100 LOS ANGELES CA 90025	0370370010001	220 W ALABAMA ST 131 77006	MULTI - FAMILY	7,521,945	9,402.43	
ARMSTRONG CHARLES 5000 MONTROSE BLVD UNIT 22C HOUSTON TX 77006-6564	0140670000002 0140250000001 0140250000002 0140250000005 0140660000002 0140670000001 0140670000003 0140670000004 0140670000005 0140670000006 0140670000009 0180340000001 0180340000002 0180340000003 0180340000011 0140660000004 0180340000012 0261510000011 0261510000020 0261510000021 0261510000027 0442130000001 0140680000009	804 PACIFIC ST 77006 2302 GENESEE ST 12 77006 2308 GENESEE ST 77006 120 FAIRVIEW ST 77006 2401 GRANT ST 77006 802 PACIFIC ST 77006 808 PACIFIC ST 77006 811 PACIFIC ST 77006 925 HYDE PARK BLVD 77006 809 HYDE PARK BLVD 77006 925 HYDE PARK BLVD 77006 1002 CALIFORNIA ST 77006 1004 CALIFORNIA ST 77006 1004 CALIFORNIA ST 77006 1007 MISSOURI ST 77006 907 FAIRVIEW ST 77006 1005 MISSOURI ST 77006 2702 CROCKER ST 77006 2602 CROCKER ST 77006 2605 GRANT ST 77006 805 PACIFIC ST 77006 810 PACIFIC ST 77006 810 HYDE PARK BLVD 77006	VARIOUS COMMERCIAL	6,949,331	8,671.74	

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MONTROSE DISTRICT EAST ZONE

MARCH 2013						
TOP TEN DELINQUENTS						
PROPERTY OWNER	ACCOUNT NO	SITUS	PROPERTY TYPE	ASSESSMENT YEAR(S)	ASSESSMENT	
FAT PROPERTY	92 023 070 000 0012	710 COLQUITT ST 16 77006	MULTI - FAMILY	2010 - 2012	3,020.14	
204 MARSHALL ST HOUSTON TX 77006-4500						
FAT PROPERTY	92 037 040 000 0001	502 W ALABAMA ST 25 77006	MULTI - FAMILY	2010 - 2012	2,591.79	
218 HAWTHORNE ST HOUSTON TX 77006-4006						
4310 YOAKUM PARTNERS HIP	925 026 135 000 0014	530 LOVETT BLVD 77006	COMMERCIAL BUILDING	2012	2,146.09	
4310 YOAKUM BLVD HOUSTON TX 77006-5818						
GAWERC BRONIA	92 014 054 000 0011	330 FAIRVIEW ST 77006	OFFICE BLDGS	2011 - 2012	1,461.63	
330 FAIRVIEW ST HOUSTON TX 77006-3002						
TOTAL HEALTH CARE SVC LLC	92 026 152 000 0019	808 LOVETT BLVD 14 77006	COMMERCIAL BUILDING	2012	1,300.98	
808 LOVETT BLVD HOUSTON TX 77006-3906						
YOSHIDA NAMOMITSU & MAEMI	92 030 245 000 0014	4412 MONTROSE 77006	COMMERCIAL BUILDING	2012	1,250.25	
3210 EL DORADO BLVD MISSOURI CITY TX 77459-3012						
FAT PROPERTIES	92 037 029 000 0016	406 HAWTHORNE ST 5 77006	MULTI-FAMILY	2011	1,221.14	
4918 NEWPOINT DR FRESNO TX 77545-9200						
SPUR APARTMENTS LLC	92 008 259 000 0003	219 W ALABAMA ST 32 77006	MULTI-FAMILY	2012	1,193.12	
1525 MARYLAND ST HOUSTON TX 77006-1875						
4306 YOAKUM LLC	92 030 246 000 0026	4306 YOAKUM LLC 16 77006	COMMERCIAL LOT	2012	1,130.36	
3629 N MACGREGOR WAY HOUSTON TX 77004-8070						
CAMPANILE SOUTH LP	92 030 246 000 0023	4301 MOUNT VERNON ST 26 77006	COMMERCIAL LOT	2012	1,025.00	
4301 MOUNT VERNON ST STE 26 HOUSTON TX 77006-5801						

Harris County Improvement District No. 6
Lawsuit and Arbitration Status Summary as of 2/8/2013

Jur 930

Summary

For Tax Years 2007-2012, for the period of June 2009 through January 2013

Settled

306,215,021	Original value of Settled accounts as of 2/8/2013
109	Number of Settled accounts as of 2/8/2013
33,317,456	Reduction in value of Settled accounts
10.88%	Average % reduction in value of Settled accounts

Unsettled

163,651,755	Original value of Unsettled accounts as of 2/8/2013
28	Number of Unsettled accounts as of 2/8/2013

.125 Tax rate per \$100 valuation

\$22,257 Estimated reduction in assessment on 28 Unsettled accounts,
based on **10.88 %** average

**MONTROSE DISTRICT WEST ZONE
ASSESSMENT COLLECTION REPORT
MARCH 2013
BILLING AND COLLECTION SUMMARY
FISCAL YEAR
01/01/13 - 12/31/13**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2012	0.12500	\$988,106.33	\$911,650.00	\$76,456.33	92%
2011	0.12500	\$885,525.77	\$873,814.92	\$11,710.85	99%
2010	0.12500	\$868,259.63	\$862,861.52	\$5,398.11	99%

Current Month Activity

Revenue:	Current Month	Year to Date
2012 Assessment Collected	15,573.84	848,008.82
2011 Assessment Collected	0.00	3,140.04
2010 Assessment Collected	0.00	184.00
Penalty & Interest	749.50	2,038.44
Overpayments	1,017.28	7,451.49
Collection Fees	0.00	517.62
Court Fees	0.00	0.00
Total Revenue	17,340.62	861,340.41
Overpayments Presented for Refund	0.00	5,424.64
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2012:	791,189,735	Uncertified:	0
ASSESSED VALUE FOR 2011:	708,420,189	Uncertified:	0
ASSESSED VALUE FOR 2010:	694,605,333	Uncertified:	0

Assessment Collection Account: Compass Bank, Account No. 2530962086

ASSESSMENT PLAN PROJECTIONS

YEAR	MAX RATE	PROJECTED LEVY	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE @ 10%
2010	0.12500	868,260	824,847	\$862,861.52	
2011	0.12500	885,526	841,249	\$873,814.92	
2012	0.12500	988,106	938,701	\$911,650.00	
2013	0.12500		0		
2014	0.12500		0		
2015	0.12500		0		
2016	0.12500		0		
		2,741,892	2,604,797		274,189

The Projected Levy is based on the rate remaining at 0.12500

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

MONTROSE DISTRICT WEST ZONE

MARCH 2013						
TOP TEN ASSESSMENT PAYERS						
PROPERTY OWNER	ACCOUNT NOS	SITUS	PROPERTY TYPE	VALUE	ASSESSMENT	
WEINGARTEN REALTY INVESTORS	0442250000001	2005 W GRAY ST 77019	VARIOUS COMMERCIAL	53,042,829	66,303.54	
0591-001	0442250000170	1953 W GRAY ST 77019				
P O BOX 924133	0442250000169	1953 W GRAY ST 77019				
HOUSTON TX 77292-4133	0442250000168	2028 W GRAY ST 77019				
	0442250000145	2001 W GRAY ST 77019				
	0442250000110	2020 W GRAY ST 77019				
	0442250000105	2010 W GRAY ST 77019				
	0442250000005	2002 W GRAY ST 77019				
	0442250000002	1950 W GRAY ST 77019				
	0442250000171	2017 W GRAY ST 77019				
FINGER FSC MONTROSE LTD	1215190010001	4899 MONTROSE BLVD 187 77006	MULTI - FAMILY	52,226,295	65,282.87	
99 DETERING ST STE 200						
HOUSTON TX 77007-8259						
4310 DUNLAVY LLC	1286480020001	DUNLAVY 77006	MULTI - FAMILY	36,892,122	46,115.15	
101 BERKSHIRE ST	1286480010002	4310 DUNLAVY ST 77006				
BELLAIRE TX 77401-5309	1286480010001	4310 DUNLAVY ST 236 77006				
	0660870040002	4403 WOODHEAD ST 16 77098				
	0660870040001	4403 WOODHEAD ST 77098				
	0660870020006	4315 WOODHEAD ST 8 77098				
WESTHEIMER APARTMENTS LP	1286390010001	2001 WESTHEIMER RD 244 77098	MULTI - FAMILY	33,014,000	41,267.50	
5694 MISSION CENTER RD STE 602						
SAN DIEGO CA 92108-4324						
ANBIL II-R O L P	0730810030011	1505 W CLAY ST 77019	SHOPPING CENTER	30,462,903	38,078.63	
105 TOWN CENTER RD STE 10	1170070010001	1422 W GRAY ST 77019				
KING OF PRUSSIA PA 19406-2394	1170070020001	1414 WAUGH DR 77019				
	0730810030007	1521 W CLAY ST 77019				
TEXAS ABERCROMBIE FAMILY INT LTD	0441850000002	1701 W ALABAMA ST 77098	VACANT COMMERCIAL	22,965,638	28,707.05	
730 N POST OAK RD STE 110						
HOUSTON TX 77024-3854						
SHEPHERD INV LP	0442600000001	2075 WESTHEIMER RD 77098	SHOPPING CENTER	14,650,000	18,312.50	
1800 POST OAK BLVD						
6 BLVD PLACE STE 400						
HOUSTON TX 77056						

MONTROSE DISTRICT WEST ZONE

[illegible]

MONTROSE DISTRICT WEST ZONE

MARCH 2013						
TOP TEN DELINQUENT ACCOUNTS						
PROPERTY OWNER	ACCOUNT NO	SITUS	PROPERTY TYPE	ASSESSMENT YEAR(S)	ASSESSMENT	
FAT PROPERTY LLC 218 HAWTHORNE ST HOUSTON TX 77006-4006	94 057 121 000 0012	1901 RICHMOND AVE 42 77098	MULTI - FAMILY	2010 - 2012	4,646.09	
KNA PARTNERS 550 WAUGH DR HOUSTON TX 77019-2002	94 026 174 000 0001	1111 WESTHEIMER RD 77006	COMMERCIAL RETAIL	2012	3,750.00	
SILVERLAKE HOLDINGS PARTNERS 1964 W GARY ST STE 204 HOUSTON TX 77019-4812	94 132 190 001 0001	1212 WAUGH DR 77019	COMMERCIAL RETAIL	2012	2,787.62	
KNA SPRINGFIELD VENTURE 550 WAUGH DR HOUSTON TX 77019-2002	94 044 255 000 0020	2030 WESTHEIMER RD 77019	COMMERCIAL RETAIL	2012	2,672.23	
GP 3400 MONTROSE LLC 1415 NORTH LOOP W STE 1180 HOUSTON TX 77008-1660	94 026 171 000 0001	3400 MONTROSE BLVD 77006	OFFICE PARK	2012	2,409.38	
FORTUNES PLAYSGROUND LLC 1355 GRAY ST HOUSTON TX 77019-4019	94 052 355 000 0004	1355 W GRAY ST 77019	OFFICE PARK	2012	2,177.99	
SLS HOUSTON PROPERTIES LLC 1001 TEXAS ST STE 240 HOUSTON TX 77002-3100	94 044 225 000 0115	1934 W GRAY ST 61 77019	OFFICE PARK	2012	2,003.11	
ROBINSON LENNON C P O BOX 66531 HOUSTON TX 77266-6531	94 026 198 000 0001	13174 HAWTHORNE ST 12 77006	MULTI - FAMILY	2010 - 2012	1,987.61	
RICHARD S ROBBINS INVESTMENTS LTD LLP ET AL 5418 JOHN DREAPER DR HOUSTON TX 77056-4231	94 129 497 001 0001	2015 S SHEPARD DR 77019	RETAIL PLAZA	2012	1,985.97	
MCLEROY VALERIE & JOHN P O BOX 540101 HOUSTON TX 77254-0101	94 059 173 000 0003	1223 WAUGH DR 77019	COMMERCIAL BUILDING	2011 - 2012	1,961.36	

Harris County Improvement District No. 11
Lawsuit and Arbitration Status Summary as of 2/8/2013

Jur 939

Summary

For Tax Years 2010 & 2012, for the period of September 2010 through January 2013

Settled

332,560,415	Original value of Settled accounts as of 2/8/2013
111	Number of Settled accounts as of 2/8/2013
22,033,307	Reduction in value of Settled accounts
6.63%	Average % reduction in value of Settled accounts

Unsettled

261,364,822	Original value of Unsettled accounts as of 2/8/2013
76	Number of Unsettled accounts as of 2/8/2013

.125 Tax rate per \$100 valuation

\$21,645 Estimated reduction in assessment on 76 Unsettled accounts,
based on **6.63%** average

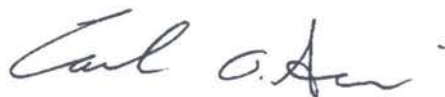
PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.
DELINQUENT ASSESSMENT SUMMARY REPORT
MONTROSE DISTRICT
April 8, 2013

Amounts shown are 2011 base assessment unless indicated. Account numbers and addresses for Montrose District-West Zone are noted in *italics*.

Suit pending:

FAT Property LLC 10-11 assessments \$7,231.96, 502 W. Alabama St. 710 Colquitt St. & 1901 Richmond Ave, 406 Hawthorne St. 5- 0370400000001 0230700000012 & 0571210000012, 0370290000016
Lennon C. Robinson 10-11 assessments \$1,307.03, 1317 Hawthorne St.-0261980000001
Level Headed Chow LLC (was Charles L. & Siriluck Baird) 10-11 assessments \$1,298.40, 3414 Graustark St.-0261980000005
Michael B. Huff 10-11 assessments \$1,278.86, 3230 Yoakum Blvd.-0261740000013
Valerie & John McElroy \$980.68, 1223 Waugh Dr.-0591730000003
Heirs of Maude Eisemann 10-11 assessments \$891.00, 1116 W. Gray St.-0101670000030
Nancy L. Ngo 10-11 assessments \$867.50, 1515 W. Gray St.-0442290000015
La Florentina Inc. 10-11 assessments \$841.32, 1612 Colquitt St.-0522640000028
Zhixiong Cai \$753.97, 1900 W. Alabama St.-0542290000030
Bronia Gawerc \$737.00, 330 Fairview St.-0140540000011
Ahmet Akin \$543.06, 1839 Richmond Ave.-0660870010002
KFC National Management (assessment roll lists Donvein Cao & Nancy Nguyen) 07-10 assessments \$118.75, Block 1, Tracts 15 A & 16 A (north 10 ft. Lots 15 & 16) on Taft St.-0560410000001

If you have any questions, please feel free to contact me.



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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

5. Receive and consider the District's monthly financial report and pay invoices.



MUNICIPAL ACCOUNTS
CONSULTING, L.P.

Montrose Management District

Bookkeeper's Report

April 8, 2013

Montrose Management District
Cash Flow Report - Checking Account
As of April 8, 2013

Num	Name	Memo	Amount	Balance
BALANCE AS OF 3/12/2013				\$4,878.27
Receipts				
	To Reimb Credit Card Expense-Chris Matte		78.00	
	Bank Service Charges Reimb		10.01	
	Interest		6.84	
	Wire Transfer		33,643.94	
	Wire Transfer		60,000.00	
Total Receipts				93,738.79
Disbursements				
3415	Bankcard Center	Credit Card Expenses	(73.77)	
3473	Bracewell & Giuliani LLP	Legal Fees - General Counsel	(974.32)	
3474	Bankcard Center	Credit Card Expenses	(378.87)	
3475	Aaron M Day	Security Expense	(2,835.37)	
3476	Adalberto R Ramos	Security Expense	(1,563.56)	
3477	Brian M Alms	Security Expense	(930.90)	
3478	Chad J Wall	Security Expense	(1,479.21)	
3479	John E Obenhaus	Security Expense	(1,535.77)	
3480	Joseph C Mabasa	Security Expense	(2,781.80)	
3481	Mandy Arroyo.	Security Expense	(1,026.61)	
3482	Ricardo Gonzales	Security Expense	(841.68)	
3483	Richard J Bass	Security Expense	(898.90)	
3484	Sean M Blevins	Security Expense	(1,484.05)	
3485	Todd L Thibodeaux	Security Expense	(723.74)	
3486	Victor Beserra	Security Expense	(3,182.14)	
3487	Lee T Jaquarya	Security Expense	(2,016.16)	
3488	Leon Laureano.	Security Expense	(1,417.44)	
3489	Victor Beserra	To Reimb Patrol Exp	(578.38)	
3490	First American Title Co.	Assessment Refund	(12.34)	
3491	Khristen Lister	Assessment Refund	(557.85)	
3492	ASE Security Solutions, LLC	Mobile Camera Program	(2,187.50)	
3493	Magoo's Print Shop	Marketing Expenses	(202.49)	
3494	Blank Rome LLP	Legal Fees	(460.99)	
3495	Buche & Associates, P.C.	Review Office Action	(247.50)	
3496	Comcast	Office Expenses	(87.51)	
3497	Cracked Fox	Graphic Design & Marketing Services	(2,500.00)	
3498	Equi-Tax, Inc.	Tax Services	(1,374.34)	
3499	Harris County Treasurer	Legal Fees	(4,930.56)	
3500	Hawes Hill Calderon, LLP	Consulting & Admin Fee	(17,601.52)	
3501	Marie Helens Cortes-Matte	Business Ambassador Program Services	(1,778.34)	
3502	Minuteman Press - Post Oak	Capital Improvement Postcard	(2,507.92)	
3503	Mr. Dirt of Texas	Street Sweeping Expense	(6,216.00)	
3504	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(2,339.04)	
3505	Perdue Brandon, Fielder, Collins & Mott	Delinquent Tax Collections	(1,259.58)	
3506	Shooter and Lindsey, Inc.	Landscape Maintenance	(1,053.00)	
3507	SMC Logistics	Street Light Survey	(350.00)	
3508	TSG Reporting, Inc.	Public Hearing	(572.50)	
3509	Verizon Wireless	Cell Phone Expense	(80.08)	
3510	5020 Investments Ltd	Office Lease Expense	(1,200.00)	
3511	Dennis C. Beedon	Business Ambassador Program Services	(1,600.00)	
3512	Lyn Ann Williams	Social Media Outreach	(2,500.00)	
Wire	United States Treasury	Monthly Payroll Taxes-March	(9,376.34)	

Montrose Management District
Cash Flow Report - Checking Account
As of April 8, 2013

Num	Name	Memo	Amount	Balance
Disbursements				
Wire	Texas Workforce Commission	Quarterly SUTA Taxes	(890.77)	
Total Disbursements				(86,608.84)
BALANCE AS OF 4/8/2013				\$12,008.22

Montrose Management District

Account Balances

As of April 8, 2013

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Certificates of Deposit					
IBC BANK (XXXX6061)	11/15/2012	04/14/2013	0.30 %	50,000.00	East Zone
IBC BANK (XXXX6088)	11/15/2012	04/14/2013	0.30 %	50,000.00	West Zone
IBC BANK (XXXX6355)	12/11/2012	05/10/2013	0.30 %	50,000.00	West Zone
IBC BANK (XXXX6363)	12/11/2012	05/10/2013	0.30 %	50,000.00	East Zone
GREEN BANK (XXXX0169)	01/13/2013	07/15/2013	0.40 %	50,000.00	East Zone
GREEN BANK (XXXX0143)	02/14/2013	08/13/2013	0.35 %	50,000.00	East Zone
GREEN BANK (XXXX0210)	03/14/2013	09/10/2013	0.35 %	50,000.00	West Zone
TEXAS COMMUNITY BANK (XXXX0287)	03/14/2013	09/10/2013	0.35 %	50,000.00	East Zone
Money Market Funds					
COMPASS BANK-PREMIER (XXXX2019)	03/20/2012		0.20 %	433,904.10	(East Zone) Tax
COMPASS BANK-PREMIER (XXXX2086)	03/20/2012		0.20 %	762,493.45	(West Zone) Tax
Checking Account(s)					
TRADITION BANK (XXXX9069)			0.25 %	12,008.22	Checking Account
Totals for Operating Fund:				\$1,608,405.77	
Grand total for Montrose Management District:				\$1,608,405.77	

Montrose Management District
Summary of Pledged Securities
As of April 8, 2013

Financial Institution: COMPASS BANK-PREMIER		
Total CDs, MM:	\$1,196,397.55	Collateral Security Required: Yes
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: Yes
Total pledged securities:	\$1,348,457.50	Investment Policy Received: Yes
Ratio of pledged securities to investments:	142.48 %	
Financial Institution: GREEN BANK		
Total CDs, MM:	\$150,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	
Financial Institution: IBC BANK		
Total CDs, MM:	\$200,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	
Financial Institution: TEXAS COMMUNITY BANK		
Total CDs, MM:	\$50,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	
Financial Institution: TRADITION BANK (Depository Bank)		
Total CDs, MM, and Checking Accounts:	\$12,008.22	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: Yes
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	

Montrose Management District
Revenue & Expenditures East Zone
March 2013

Sources of Funds	Mar 13	Budget	\$ Over Budget	% of Budget	Jan - Mar 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
14110 · Assessments	16,381.12	13,800.27	2,580.85	118.7%	414,875.40	333,193.18	81,682.22	124.52%	424,319.00
14112 · Assessment Refunds	12.34	727.33	(714.99)	1.7%	261.34	2,182.03	(1,920.69)	11.98%	8,728.00
14310 · Penalties & Interest	1,734.62	833.33	901.29	208.16%	3,158.00	2,500.03	657.97	126.32%	10,000.00
14370 · Interest Earned on Temp. Invest	46.60	16.17	30.43	288.19%	128.77	48.47	80.30	265.67%	194.00
14380 · Interest	6.84	2.67	4.17	256.18%	11.38	7.97	3.41	142.78%	32.00
14390 · Ending FY 2012 Fund Balance	3,264.25	3,264.25	0.00	100.0%	9,792.75	9,792.75	0.00	100.0%	39,171.00
Total Sources of Funds	21,445.77	18,644.02	2,801.75	115.03%	428,227.64	347,724.43	80,503.21	123.15%	482,444.00
Uses of Funds									
Business Development									
16124 · Marketing & Public Rel Director	1,043.27	966.42	76.85	107.95%	2,976.07	2,899.22	76.85	102.65%	11,597.00
16125 · Marketing & Public Relations	4,975.55	7,397.33	(2,421.78)	67.26%	16,924.69	22,192.03	(5,267.34)	76.27%	88,768.00
16131 · Web Site Development	0.00	384.00	(384.00)	0.0%	0.00	1,152.00	(1,152.00)	0.0%	4,608.00
16135 · Economic Development Services	0.00	1,013.33	(1,013.33)	0.0%	644.17	3,040.03	(2,395.86)	21.19%	12,160.00
16140 · Web Site Main./Host/I.T.	0.00	160.00	(160.00)	0.0%	0.00	480.00	(480.00)	0.0%	1,920.00
16141 · GIS Services	182.00	320.00	(138.00)	56.88%	429.59	960.00	(530.41)	44.75%	3,840.00
Total Uses of Funds	6,200.82	10,241.08	(4,040.26)	60.55%	20,974.52	30,723.28	(9,748.76)	68.27%	122,893.00
Mobility & Transportation									
17001 · Transportation Inv. Contract	0.00	1,066.67	(1,066.67)	0.0%	0.00	3,199.97	(3,199.97)	0.0%	12,800.00
17010 · Engineering Services	0.00	2,666.67	(2,666.67)	0.0%	0.00	7,999.97	(7,999.97)	0.0%	32,000.00
17030 · Mobility Projects	0.00	4,011.25	(4,011.25)	0.0%	0.00	12,033.75	(12,033.75)	0.0%	48,135.00
Total Mobility & Transportation	0.00	7,744.59	(7,744.59)	0.0%	0.00	23,233.69	(23,233.69)	0.0%	92,935.00
Project Staffing & Admin									
16150 · Admin & Management	673.90	668.58	5.32	100.8%	2,021.70	2,005.78	15.92	100.79%	8,023.00
16160 · Reimbursable Expenses	12.65	427.83	(415.18)	2.96%	261.93	1,283.53	(1,021.60)	20.41%	5,134.00
16170 · Reimbursable Mileage	201.53	133.75	67.78	150.68%	553.36	401.25	152.11	137.91%	1,605.00
16180 · Postage, Deliveries	19.20	34.75	(15.55)	55.25%	48.24	104.25	(56.01)	46.27%	417.00
16190 · Printing & Reproduction	177.25	187.17	(9.92)	94.7%	613.08	561.47	51.61	109.19%	2,246.00
16200 · Public Notices, Advertising	0.00	213.92	(213.92)	0.0%	0.00	641.72	(641.72)	0.0%	2,567.00
16210 · Project Management	1,251.52	1,260.75	(9.23)	99.27%	3,754.56	3,782.25	(27.69)	99.27%	15,129.00
16215 · Director Of Services	2,157.00	2,157.00	0.00	100.0%	6,471.00	6,471.00	0.00	100.0%	25,884.00
16220 · Legal Services	1,593.56	641.83	951.73	248.28%	6,712.39	1,925.53	4,786.86	348.6%	7,702.00
16250 · Bookkeeping	688.00	417.17	270.83	164.92%	1,790.31	1,251.47	538.84	143.06%	5,006.00
16260 · Assess Data Mgmt & Billing Svcs	2,065.43	588.33	1,477.10	351.07%	2,947.49	1,765.03	1,182.46	166.99%	7,060.00
16270 · Office Supplies	0.00	80.25	(80.25)	0.0%	0.00	240.75	(240.75)	0.0%	963.00
16280 · Other	(5.09)	16.08	(21.17)	(31.65%)	9.10	48.28	(39.18)	18.85%	193.00
16290 · Office Lease Space	385.08	417.17	(32.09)	92.31%	1,155.24	1,251.47	(96.23)	92.31%	5,006.00
16291 · Office Equipment	28.29	66.83	(38.54)	42.33%	89.84	200.53	(110.69)	44.8%	802.00
16340 · Auditing Fees	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	3,530.00

Montrose Management District
Revenue & Expenditures East Zone
March 2013

	Mar 13	Budget	\$ Over Budget	% of Budget	Jan - Mar 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
16530 - Insurance & Surety Bond	2,769.07	4,849.00	(2,079.93)	57.11%	2,769.07	4,849.00	(2,079.93)	57.11%	4,849.00
Total Project Staffing & Admin	12,017.39	12,160.41	(143.02)	98.82%	20,197.31	26,783.31	2,414.00	109.01%	96,116.00
Security and Public Safety									
15415 - Vehicle Maint. & Operations	187.00	266.67	(79.67)	70.12%	187.00	799.97	(612.97)	23.38%	3,200.00
15420 - Contract Public Safety Services	9,901.19	9,866.67	34.52	100.35%	27,395.99	29,599.97	(2,203.98)	92.55%	118,400.00
15425 - Mobile Camera Program	1,001.60	1,042.92	(41.32)	96.04%	3,702.01	3,128.72	573.29	118.32%	12,515.00
15430 - Cell Phone	134.00	48.00	86.00	279.17%	266.63	144.00	122.63	185.16%	576.00
16100 - Store Front Equipment	0.00	27.67	(27.67)	0.0%	0.00	82.97	(82.97)	0.0%	332.00
16102 - Public Safety Equipment	26.00	133.33	(107.33)	19.5%	35.78	400.03	(364.25)	8.94%	1,600.00
16110 - Graffiti Abatement	0.00	1,600.00	(1,600.00)	0.0%	3,696.80	4,800.00	(1,103.20)	77.02%	19,200.00
16115 - Nuisance Abatement	0.00	1,333.33	(1,333.33)	0.0%	0.00	4,000.03	(4,000.03)	0.0%	16,000.00
Total Security and Public Safety	11,249.79	14,318.59	(3,068.80)	78.57%	35,284.21	42,955.69	(7,671.48)	82.14%	171,823.00
Visual Improvements & Cultural									
16212 - Beautification Design & Install	0.00	9,715.17	(9,715.17)	0.0%	3,989.46	29,145.47	(25,156.01)	13.69%	116,582.00
16213 - Landscape Maintenance	1,053.00	1,250.00	(197.00)	84.24%	3,159.00	3,750.00	(591.00)	84.24%	15,000.00
16216 - Holiday Design & Install	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	19,200.00
Total Visual Improvements & Cultural	1,053.00	10,965.17	(9,912.17)	9.6%	7,148.46	32,895.47	(25,747.01)	21.73%	150,782.00
Total Uses	30,521.00	55,429.84	(24,908.84)	55.06%	92,604.50	156,591.44	(63,986.94)	59.14%	634,549.00
Net Ordinary Revenue	(9,075.23)	(36,785.82)	27,710.59	24.67%	335,623.14	191,132.99	144,490.15	175.6%	(152,105.00)
Planned Reserves	(9,075.23)	(36,785.82)	27,710.59	24.67%	335,623.14	191,132.99	144,490.15	175.6%	(152,105.00)

Montrose Management District
Revenue & Expenditures West Zone
March 2013

	Mar 13	Budget	\$ Over Budget	% of Budget	Jan - Mar 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Sources of Funds									
14110-1 - Assessments	15,573.84	18,994.00	(3,420.16)	81.99%	914,974.04	751,940.67	163,033.37	121.68%	888,245.00
14112-1 - Assessment Refunds	0.00	1,522.67	(1,522.67)	0.0%	997.23	4,567.97	(3,570.74)	21.83%	18,272.00
14310-1 - Penalties & Interest	749.50	1,250.00	(500.50)	59.96%	2,038.44	3,750.00	(1,711.56)	54.36%	15,000.00
14370-1 - Interest Earned on Temp. Inves	46.60	33.83	12.77	137.75%	46.60	101.53	(54.93)	45.9%	406.00
14380-1 - Interest	0.00	5.67	(5.67)	0.0%	9.59	16.97	(7.38)	56.51%	68.00
14390-1 - Ending FY 2012 Fund Balance	6,833.25	6,833.25	0.00	100.0%	20,499.75	20,499.75	0.00	100.0%	81,999.00
Total Sources	23,203.19	28,639.42	(5,436.23)	81.02%	938,565.65	780,876.89	157,688.76	120.19%	1,003,990.00
Uses of Funds									
Business Development									
16124-1 - Marketing & Public Rel Dir	2,141.10	2,045.08	96.02	104.7%	6,231.30	6,135.28	96.02	101.57%	24,541.00
16125-1 - Marketing & Public Relation	8,682.71	15,719.33	(7,036.62)	55.24%	30,273.66	47,158.03	(16,884.37)	64.2%	188,632.00
16131-1 - Web Site Development	0.00	816.00	(816.00)	0.0%	0.00	2,448.00	(2,448.00)	0.0%	9,792.00
16135-1 - Economic Development Service	0.00	2,153.33	(2,153.33)	0.0%	1,355.83	6,460.03	(5,104.20)	20.99%	25,840.00
16140-1 - Web Site Maint./Host/I.T.	0.00	340.00	(340.00)	0.0%	0.00	1,020.00	(1,020.00)	0.0%	4,080.00
16141-1 - GIS Services	382.00	680.00	(298.00)	56.18%	903.32	2,040.00	(1,136.68)	44.28%	8,160.00
Total Business Development	11,205.81	21,753.74	(10,547.93)	51.51%	38,764.11	65,261.34	(26,497.23)	59.4%	261,045.00
Mobility & Transportation									
17001-1 - Transportation Inv. Contract	0.00	2,266.67	(2,266.67)	0.0%	0.00	6,799.97	(6,799.97)	0.0%	27,200.00
17010-1 - Engineering Services	0.00	5,666.67	(5,666.67)	0.0%	0.00	16,999.97	(16,999.97)	0.0%	68,000.00
17030-1 - Mobility Projects	0.00	8,488.75	(8,488.75)	0.0%	0.00	25,466.25	(25,466.25)	0.0%	101,865.00
Total Mobility & Transportation	0.00	16,422.09	(16,422.09)	0.0%	0.00	49,266.19	(49,266.19)	0.0%	197,065.00
Project Staffing & Admin									
16150-1 - Admin & Management	1,426.10	1,414.75	11.35	100.8%	4,278.30	4,244.25	34.05	100.8%	16,977.00
16160-1 - Reimbursable Expenses	11.25	905.50	(894.25)	1.24%	536.14	2,716.50	(2,180.36)	19.74%	10,866.00
16170-1 - Reimbursable Milage	422.38	282.92	139.46	149.29%	1,162.41	848.72	313.69	136.96%	3,395.00
16180-1 - Postage, Deliveries	39.13	73.58	(34.45)	53.18%	100.56	220.78	(120.22)	45.55%	883.00
16190-1 - Printing & Reproduction	371.15	396.17	(25.02)	93.69%	1,289.94	1,188.47	101.47	108.54%	4,754.00
16200-1 - Public Notices, Advertising	0.00	452.75	(452.75)	0.0%	145.50	1,358.25	(1,212.75)	10.71%	5,433.00
16210-1 - Project Management	2,648.48	2,639.25	9.23	100.35%	7,945.44	7,917.75	27.69	100.35%	31,671.00
16215-1 - Director Of Services	4,564.67	4,564.67	0.00	100.0%	13,694.01	13,693.97	0.04	100.0%	54,776.00
16220-1 - Legal Services	3,337.00	1,358.17	1,978.83	245.7%	12,981.24	4,074.47	8,906.77	318.6%	16,298.00
16250-1 - Bookkeeping	1,462.00	882.83	579.17	165.6%	3,794.69	2,648.53	1,146.16	143.28%	10,594.00
16260-1 - Assess Data Mgmt & Billing Svc	4,389.03	1,245.00	3,144.03	352.53%	6,255.65	3,735.00	2,520.65	167.49%	14,940.00
16270-1 - Office Supplies	0.00	169.75	(169.75)	0.0%	0.00	509.25	(509.25)	0.0%	2,037.00
16280-1 - Other	1.08	33.92	(32.84)	3.18%	31.07	101.72	(70.65)	30.55%	407.00
16290-1 - Office Lease Space	814.92	882.83	(67.91)	92.31%	2,444.76	2,648.53	(203.77)	92.31%	10,594.00
16291-1 - Office Equipment	59.22	141.50	(82.28)	41.85%	188.81	424.50	(235.69)	44.48%	1,698.00
16340-1 - Auditing Fees	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	7,470.00

Montrose Management District
Revenue & Expenditures West Zone
 March 2013

	Mar 13	Budget	\$ Over Budget	% of Budget	Jan - Mar 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
16530-1 - Insurance & Surety Bond.	5,796.61	10,151.00	(4,354.39)	57.1%	5,796.61	10,151.00	(4,354.39)	57.1%	10,151.00
Total Project Staffing & Admin	25,343.02	25,594.59	(251.57)	99.02%	60,645.13	56,481.69	4,163.44	107.37%	202,944.00
Security and Public Safety									
15415-1 - Vehicle Maint. & Operations.	391.38	566.67	(175.29)	69.07%	391.38	1,699.97	(1,308.59)	23.02%	6,800.00
15420-1 - Contract Public Safety Service	20,472.28	20,966.67	(494.39)	97.64%	57,200.82	62,899.97	(5,699.15)	90.94%	251,600.00
15425-1 - Mobile Camera Program.	2,128.40	2,207.08	(78.68)	96.44%	7,842.99	6,621.28	1,221.71	118.45%	26,485.00
15430-1 - Cell Phone.	278.67	102.00	176.67	273.21%	557.82	306.00	251.82	182.29%	1,224.00
16100-1 - Store Front Equipment.	0.00	55.67	(55.67)	0.0%	0.00	166.97	(166.97)	0.0%	668.00
16102-1 - Public Safety Equipment.	54.08	283.33	(229.25)	19.09%	74.77	850.03	(775.26)	8.8%	3,400.00
16110-1 - Graffiti Abatement.	0.00	3,400.00	(3,400.00)	0.0%	7,823.20	10,200.00	(2,376.80)	76.7%	40,800.00
16115-1 - Nuisance Abatement.	0.00	2,833.33	(2,833.33)	0.0%	0.00	8,500.03	(8,500.03)	0.0%	34,000.00
Total Security and Public Safety	23,324.81	30,414.75	(7,089.94)	76.69%	73,890.98	91,244.25	(17,353.27)	80.98%	364,977.00
Visual Improvements & Cultural									
16212-1 - Identification Design & Install	0.00	20,644.83	(20,644.83)	0.0%	8,442.54	61,934.53	(53,491.99)	13.63%	247,738.00
16216-1 - Holiday Design & Install.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	40,800.00
Total Visual Improvements & Cultural	0.00	20,644.83	(20,644.83)	0.0%	8,442.54	61,934.53	(53,491.99)	13.63%	288,538.00
Total Uses	59,873.64	114,830.00	(54,956.36)	52.14%	181,742.76	324,188.00	(142,445.24)	56.06%	1,314,569.00
Net Ordinary Revenue	(36,670.45)	(86,190.58)	49,520.13	42.55%	756,822.89	456,688.89	300,134.00	165.72%	(310,579.00)
Planned Reserves	(36,670.45)	(86,190.58)	49,520.13	42.55%	756,822.89	456,688.89	300,134.00	165.72%	(310,579.00)

Montrose Management District
Revenue & Expenditures Total Zone
March 2013

Sources of Funds	Mar 13	Budget	\$ Over Budget	% of Budget	Jan - Mar 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
14110-1 - Assessments.	15,573.84	18,994.00	(3,420.16)	81.99%	914,974.04	751,940.67	163,033.37	121.68%	888,245.00
14110 - Assessments	16,381.12	13,800.27	2,580.85	118.7%	414,875.40	333,193.18	81,682.22	124.52%	424,319.00
14112-1 - Assessment Refunds.	0.00	1,522.67	(1,522.67)	0.0%	997.23	4,567.97	(3,570.74)	21.83%	18,272.00
14112 - Assessment Refunds	12.34	727.33	(714.99)	1.7%	261.34	2,182.03	(1,920.69)	11.98%	8,728.00
14310-1 - Penalties & Interest.	749.50	1,250.00	(500.50)	59.96%	2,038.44	3,750.00	(1,711.56)	54.36%	15,000.00
14310 - Penalties & Interest	1,734.62	833.33	901.29	208.16%	3,158.00	2,500.03	657.97	126.32%	10,000.00
14370-1 - Interest Earned on Temp. Inves	46.60	33.83	12.77	137.75%	46.60	101.53	(54.93)	45.9%	406.00
14370 - Interest Earned on Temp. Invest	46.60	16.17	30.43	288.19%	128.77	48.47	80.30	265.67%	194.00
14380-1 - Interest.	0.00	5.67	(5.67)	0.0%	9.59	16.97	(7.38)	56.51%	68.00
14380 - Interest	6.84	2.67	4.17	256.18%	11.38	7.97	3.41	142.79%	32.00
14390-1 - Ending FY 2012 Fund Balance	6,833.25	6,833.25	0.00	100.0%	20,499.75	20,499.75	0.00	100.0%	81,999.00
14390 - Ending FY 2012 Fund Balance	3,264.25	3,264.25	0.00	100.0%	9,792.75	9,792.75	0.00	100.0%	39,171.00
Total Sources of Funds	44,648.96	47,283.44	(2,634.48)	94.43%	1,366,793.29	1,128,601.32	238,191.97	121.11%	1,486,434.00

Uses of Funds

Business Development									
16124-1 - Marketing & Public Rel Dir	2,141.10	2,045.08	96.02	104.7%	6,231.30	6,135.28	96.02	101.57%	24,541.00
16124 - Marketing & Public Rel Director	1,043.27	966.42	76.85	107.95%	2,976.07	2,899.22	76.85	102.65%	11,597.00
16125-1 - Marketing & Public Relation	8,682.71	15,719.33	(7,036.62)	55.24%	30,273.66	47,158.03	(16,884.37)	64.2%	188,632.00
16125 - Marketing & Public Relations	4,975.55	7,397.33	(2,421.78)	67.26%	16,924.69	22,192.03	(5,267.34)	76.27%	88,768.00
16131-1 - Web Site Development.	0.00	816.00	(816.00)	0.0%	0.00	2,448.00	(2,448.00)	0.0%	9,792.00
16131 - Web Site Development	0.00	384.00	(384.00)	0.0%	0.00	1,152.00	(1,152.00)	0.0%	4,608.00
16135 - Economic Development Service	0.00	2,153.33	(2,153.33)	0.0%	1,355.83	6,460.03	(5,104.20)	20.99%	25,840.00
16140-1 - Web Site Main./Host/I.T..	0.00	1,013.33	(1,013.33)	0.0%	644.17	3,040.03	(2,395.86)	21.19%	12,160.00
16140 - Web Site Main./Host/I.T.	0.00	340.00	(340.00)	0.0%	0.00	1,020.00	(1,020.00)	0.0%	4,080.00
16141-1 - GIS Services.	382.00	680.00	(298.00)	56.18%	903.32	480.00	(480.00)	0.0%	1,920.00
16141 - GIS Services	182.00	320.00	(138.00)	56.88%	429.59	2,040.00	(1,136.68)	44.28%	8,160.00
Total Business Development	17,406.63	31,994.82	(14,588.19)	54.41%	59,738.63	95,984.62	(36,245.99)	62.24%	383,938.00

Mobility & Transportation

17001-1 - Transportation Inv. Contract.	0.00	2,266.67	(2,266.67)	0.0%	0.00	6,799.97	(6,799.97)	0.0%	27,200.00
17001 - Transportation Inv. Contract	0.00	1,066.67	(1,066.67)	0.0%	0.00	3,199.97	(3,199.97)	0.0%	12,800.00
17010-1 - Engineering Services.	0.00	5,666.67	(5,666.67)	0.0%	0.00	16,999.97	(16,999.97)	0.0%	68,000.00
17010 - Engineering Services	0.00	2,666.67	(2,666.67)	0.0%	0.00	7,999.97	(7,999.97)	0.0%	32,000.00
17030-1 - Mobility Projects.	0.00	8,488.75	(8,488.75)	0.0%	0.00	25,466.25	(25,466.25)	0.0%	101,865.00
17030 - Mobility Projects	0.00	4,011.25	(4,011.25)	0.0%	0.00	12,033.75	(12,033.75)	0.0%	48,135.00
Total Mobility & Transportation	0.00	24,166.68	(24,166.68)	0.0%	0.00	72,499.88	(72,499.88)	0.0%	290,000.00

Project Staffing & Admin

16150-1 - Admin & Management	1,426.10	1,414.75	11.35	100.8%	4,278.30	4,244.25	34.05	100.8%	16,977.00
16150 - Admin & Management	673.90	668.58	5.32	100.8%	2,021.70	2,005.78	15.92	100.79%	8,023.00
16160-1 - Reimbursable Expenses.	11.25	905.50	(894.25)	1.24%	536.14	2,716.50	(2,180.36)	19.74%	10,866.00
16160 - Reimbursable Expenses	12.65	427.83	(415.18)	2.96%	261.93	1,283.53	(1,021.60)	20.41%	5,134.00
16170-1 - Reimbursable Mileage.	422.38	282.92	139.46	149.29%	1,162.41	848.72	313.69	136.96%	3,395.00

Montrose Management District
Revenue & Expenditures Total Zone
March 2013

	Mar 13	Budget	\$ Over Budget	% of Budget	Jan - Mar 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
16170 · Reimbursable Mileage	201.53	133.75	67.78	150.68%	553.36	401.25	152.11	137.91%	1,605.00
16180-1 · Postage, Deliveries	39.13	73.58	(34.45)	53.18%	100.56	220.78	(120.22)	45.55%	883.00
16180 · Postage, Deliveries	19.20	34.75	(15.55)	55.25%	48.24	104.25	(56.01)	46.27%	417.00
16190-1 · Printing & Reproduction	371.15	396.17	(25.02)	93.69%	1,289.94	1,188.47	101.47	108.54%	4,754.00
16190 · Printing & Reproduction	177.25	187.17	(9.92)	94.7%	613.08	561.47	51.61	109.19%	2,246.00
16200-1 · Public Notices, Advertising	0.00	452.75	(452.75)	0.0%	145.50	1,358.25	(1,212.75)	10.71%	5,433.00
16200 · Public Notices, Advertising	0.00	213.92	(213.92)	0.0%	0.00	641.72	(641.72)	0.0%	2,567.00
16210-1 · Project Management	2,648.48	2,639.25	9.23	100.35%	7,945.44	7,917.75	27.69	100.35%	31,671.00
16210 · Project Management	1,251.52	1,260.75	(9.23)	99.27%	3,754.56	3,782.25	(27.69)	99.27%	15,129.00
16215-1 · Director Of Services	4,564.67	4,564.67	0.00	100.0%	13,694.01	13,693.97	0.04	100.0%	54,776.00
16215 · Director Of Services	2,157.00	2,157.00	0.00	100.0%	6,471.00	6,471.00	0.00	100.0%	25,884.00
16220-1 · Legal Services.	3,337.00	1,358.17	1,978.83	248.7%	12,981.24	4,074.47	8,906.77	318.6%	16,298.00
16220 · Legal Services	1,593.56	641.83	951.73	248.28%	6,712.39	1,925.53	4,786.86	348.6%	7,702.00
16250-1 · Bookkeeping.	1,462.00	882.83	579.17	165.6%	3,794.69	2,648.53	1,146.16	143.28%	10,594.00
16250 · Bookkeeping	688.00	417.17	270.83	164.92%	1,790.31	1,251.47	538.84	143.06%	5,006.00
16260-1 · Assess Data Mgmt & Billing Svc	4,389.03	1,245.00	3,144.03	352.53%	6,255.65	3,735.00	2,520.65	167.49%	14,940.00
16260 · Assess Data Mgmt & Billing Svc	2,065.43	588.33	1,477.10	351.07%	2,947.49	1,765.03	1,182.46	166.99%	7,060.00
16270-1 · Office Supplies.	0.00	169.75	(169.75)	0.0%	0.00	509.25	(509.25)	0.0%	2,037.00
16270 · Office Supplies	0.00	80.25	(80.25)	0.0%	0.00	240.75	(240.75)	0.0%	963.00
16280-1 · Other.	1.08	33.92	(32.84)	3.18%	31.07	101.72	(70.65)	30.55%	407.00
16280 · Other	(5.09)	16.08	(21.17)	(31.65%)	9.10	48.28	(39.18)	18.85%	193.00
16290-1 · Office Lease Space.	814.92	882.83	(67.91)	92.31%	2,444.76	2,648.53	(203.77)	92.31%	10,594.00
16290 · Office Lease Space	385.08	417.17	(32.09)	92.31%	1,155.24	1,251.47	(96.23)	92.31%	5,006.00
16291-1 · Office Equipment.	59.22	141.50	(82.28)	41.85%	188.81	424.50	(235.69)	44.48%	1,698.00
16291 · Office Equipment	28.29	66.83	(38.54)	42.33%	89.84	200.53	(110.69)	44.8%	802.00
16340-1 · Auditing Fees.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	7,470.00
16340 · Auditing Fees	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	3,530.00
16530-1 · Insurance & Surety Bond.	5,796.61	10,151.00	(4,354.39)	57.1%	5,796.61	10,151.00	(4,354.39)	57.1%	10,151.00
16530 · Insurance & Surety Bond	2,769.07	4,849.00	(2,079.93)	57.11%	2,769.07	4,849.00	(2,079.93)	57.11%	4,849.00
16600 · Payroll Expenses	2,636.56	3,200.00	(563.44)	82.39%	7,278.21	9,600.00	(2,321.79)	75.82%	38,400.00
Total Project Staffing & Admin	39,996.97	40,955.00	(958.03)	97.66%	97,120.65	92,865.00	4,255.65	104.58%	337,460.00
Security and Public Safety									
15415-1 · Vehicle Maint. & Operations.	391.38	566.67	(175.29)	69.07%	391.38	1,699.97	(1,308.59)	23.02%	6,800.00
15415 · Vehicle Maint. & Operations	187.00	266.67	(79.67)	70.12%	187.00	799.97	(612.97)	23.38%	3,200.00
15420-1 · Contract Public Safety Service	20,472.28	20,966.67	(494.39)	97.64%	57,200.82	62,899.97	(5,699.15)	90.94%	251,600.00
15420 · Contract Public Safety Services	9,901.19	9,866.67	34.52	100.35%	27,395.99	29,599.97	(2,203.98)	92.55%	118,400.00
15425-1 · Mobile Camera Program.	2,128.40	2,207.08	(78.68)	96.44%	7,842.99	6,621.28	1,221.71	118.45%	26,485.00
15425 · Mobile Camera Program	1,001.60	1,042.92	(41.32)	96.04%	3,702.01	3,128.72	573.29	118.32%	12,515.00
15430-1 · Cell Phone.	278.67	102.00	176.67	273.21%	557.82	306.00	251.82	182.29%	1,224.00
15430 · Cell Phone	134.00	48.00	86.00	279.17%	266.63	144.00	122.63	185.16%	576.00
16100-1 · Store Front Equipment.	0.00	55.67	(55.67)	0.0%	0.00	166.97	(166.97)	0.0%	668.00
16100 · Store Front Equipment	0.00	27.67	(27.67)	0.0%	0.00	82.97	(82.97)	0.0%	332.00
16102-1 · Public Safety Equipment.	54.08	283.33	(229.25)	19.09%	74.77	850.03	(775.26)	8.8%	3,400.00
16102 · Public Safety Equipment	26.00	133.33	(107.33)	19.5%	35.78	400.03	(364.25)	8.94%	1,600.00
16110-1 · Graffiti Abatement.	0.00	3,400.00	(3,400.00)	0.0%	7,823.20	10,200.00	(2,376.80)	76.7%	40,800.00



Officer Payroll Report

Print to PDF

Month	Officer	Hours	Rate	Amount	Salary	Total
Mar-13						
Mar-13	Alms, Brian	24.00	\$42.00	\$1,008.00	\$0.00	\$1,008.00
Mar-13	Arroyo, Mandy	24.00	\$42.00	\$1,008.00	\$0.00	\$1,008.00
Mar-13	Bar, Richard	24.00	\$42.00	\$1,008.00	\$0.00	\$1,008.00
Mar-13	Beserra, Victor	24.00	\$42.00	\$1,008.00	\$1,500.00	\$4,508.00
Mar-13	Blevins, Sean	47.00	\$42.00	\$1,764.00	\$0.00	\$1,764.00
Mar-13	Day, Aaron	24.00	\$42.00	\$1,008.00	\$0.00	\$1,008.00
Mar-13	Gonzalez, Ricardo	25.00	\$42.00	\$1,050.00	\$0.00	\$1,050.00
Mar-13	Jaguera, Lee	65.00	\$42.00	\$2,730.00	\$0.00	\$2,730.00
Mar-13	Laureano, Leon	42.30	\$42.00	\$1,785.00	\$0.00	\$1,785.00
Mar-13	Mabasa, Joseph	42.30	\$42.00	\$1,785.00	\$0.00	\$1,785.00
Mar-13	Oberhaus, John	48.00	\$42.00	\$2,016.00	\$0.00	\$2,016.00
Mar-13	Ramos, Adalberto	49.00	\$42.00	\$2,058.00	\$0.00	\$2,058.00
Mar-13	Thibodeaux, Todd	20.00	\$42.00	\$840.00	\$0.00	\$840.00
Mar-13	Wall, Chad	46.00	\$42.00	\$1,932.00	\$0.00	\$1,932.00
Period Total		14		\$26,313.00	\$3,500.00	\$29,813.00
Grand Total		14		\$26,313.00	\$3,500.00	\$29,813.00

Ginny Giang

From: Darrell Hawthorne
Sent: Monday, April 01, 2013 10:41 AM
To: Ginny Giang
Subject: I-W: Montrose Patrol
Attachments: Montrose Patrol Pay March 2013.pdf

I will show you how to process these. They will have to be couriered over to HHC.

Darrell Hawthorne

Consultant
Municipal Accounts & Consulting, L.P.
1300 Post Oak Blvd., Suite 1600
Houston, TX 77056
Direct: 713-366-3052
Fax: 713-679-6859
dhawthorne@municipalaccounts.com

From: Josh Hawes (mailto:jhawes@hhclp.com)
Sent: Monday, April 01, 2013 10:39 AM
To: Darrell Hawthorne
Subject: Montrose Patrol

Here is the invoice and I have receipts totaling \$578.38 for Victor. Please let me know if you have any questions.

CK# 3475-3489

POSTED
CK# 3489

341/187

Sunday, March 31, 2013

Page 1 of 1

**** OVERPAYMENT OF TAX NOTICE ****

MONTROSE MD EAST
DATE: 03/07/2013
TAX YEAR: 2012
OWNER NAME: FAT PROPERTY LLC
ACCOUNT NUMBER: 92/014/147/001/0008
PAID BY: 651330
FIRST AMERICAN TITLE COMPANY
1512 HEIGHTS BLVD
HOUSTON TX 77008

OVERPAYMENT: \$12.34
DEPOSIT BATCH NO.: 92-274
RECEIPT NUMBER: 92000142
CHECK NO.: 1158317111
DATE OF PAYMENT: 02/28/2013
LEGAL DESCRIPTION
LT 8 & TR 9A BLK 1
FITZ HOMESTEAD
4315 JACK ST 10

DISTRICT NAME OVERPAYMENT AMOUNT
MONTROSE MD EAST 12.34

REASON: paid much amount

AMOUNT OF CHECK: 672.56 CHECK NO: 1158317111
AMOUNT APPLIED: 660.22 Ref No.: 179587311583PDMA
DIFFERENCE: 12.34
COMPLETED BY: [Signature] DATE: 3-7

Refund payable to: _____
Address: _____
City: ltc275 op State: _____ Zip: ORIGINAL

POSTED

7440



Equi-Tax Inc.
Ad Valorem Tax Assessors / Collectors

RECEIVED
MAR 11 2013

www.equitaxinc.com

17111 Rolling Creek Drive, Suite 200, Houston, Texas 77009
P. O. Box 73109, Houston, Texas 77273
Customer Service 281.444.3946 fax 281.440.8304

DATE: 02/05/2013
LEGAL DESCRIPTION
LISTER KRISTEN
PO BOX 667564
HOUSTON TX 77266-7564
2520 HOPKINS ST 12

MONTROSE MD EAST
ACCOUNT NUMBER: 92/014/071/000/0001
TAX YEAR: 2012
REF No.:
OVERAGE AMOUNT: \$557.85
DATE OF PAYMENT: 01/31/2013
RECEIPT NUMBER: 92000131
DEPOSIT BATCH No.: 92-267

Dear Taxpayer:

We have received your payment on the above referenced account. This account has been paid for the tax year listed above by: BAYVIEW LOAN SERVICING LLC

Please verify the description of the property, then Check one of the following boxes, COMPLETE and SIGN this form, and send it back to our office.

- ☒ Duplicate payment has been made in error, please issue a refund.
- ☐ Apply the payment to another account. Tax Account No. _____
- ☐ Responsible for payment on the referenced account, no refund requested.

Refund payable to: KRISTEN LISTER
Address: P.O. Box 667564
City: HOUSTON State: TX Zip: 77266
Signature: [Signature] Date: 2/28/13
Name (print): KRISTEN LISTER Title: OWNER

If additional information is needed, call customer service at 281.444.3946.

Very truly yours,
Kenneth R. Byrd, R.T.A.
Tax Assessor/Collector

7441

Approved 4/1

Approved 4/1



SECURITY SOLUTIONS, LLC
P.O. Box 750924
Houston, Texas 77275-0924
Phone: 877-411-MOBI(6625) Fax: 713-944-6627

Invoice Date	Invoice #
3/15/2013	983

INVOICE

Service Location:
Aukusone Montrose
2301 Montrose
Houston, TX 77006

Bill To:

Montrose Management District
Phyllis Outlines
P.O. Box 22167
Houston, TX 77227-2167

PLEASE PAY THIS AMOUNT \$575.00
Make checks payable to: ASE Security Solutions, LLC

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here:

ASE Security Solutions, LLC
P.O. Box 750924
Houston, Texas 77275-0924

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Description	Quantity	Unit Price	Amount
Standard MSU (Monthly Fee)	1	425.00	425.00
Standard Remote Viewing Integration (Monthly Fee)	1	150.00	150.00
Pay online at: https://ipn.intuit.com/73665772			
Subtotal			\$575.00
Sales Tax (0.0%)			\$0.00
Total			\$575.00
Payments/Credits			\$0.00
Balance Due			\$575.00

Billing Inquiries? Call 877-411-6625

Thank you for your business!

Approved 4/1



SECURITY SOLUTIONS, LLC
P.O. Box 750924
Houston, Texas 77275-0924
Phone: 877-411-MOBI(6625) Fax: 713-944-6627

Invoice Date	Invoice #
3/15/2013	984

INVOICE

Service Location:
Hollywood Superstore
2409 Grant St # D
Houston, TX 77006

Bill To:

Montrose Management District
Phyllis Outlines
P.O. Box 22167
Houston, TX 77227-2167

PLEASE PAY THIS AMOUNT \$750.00
Make checks payable to: ASE Security Solutions, LLC

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here:

ASE Security Solutions, LLC
P.O. Box 750924
Houston, Texas 77275-0924

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Description	Quantity	Unit Price	Amount
Sky Cam System with four cameras (Monthly Fee)	1	600.00	600.00
Wireless Remote Viewing Integration (Monthly Fee)	1	150.00	150.00
Pay online at: https://ipn.intuit.com/rv4dm6ic			
Subtotal			\$750.00
Sales Tax (0.0%)			\$0.00
Total			\$750.00
Payments/Credits			\$0.00
Balance Due			\$750.00

Billing Inquiries? Call 877-411-6625

Thank you for your business!

Approved 4/1



SECURITY SOLUTIONS, LLC
P.O. Box 750924
Houston, Texas 77275-0924
Phone: 877-411-MOBI(6625) Fax: 713-944-6627

Invoice Date	Invoice #
3/15/2013	985

INVOICE

Service Location:
Walgreens - Montrose
3317 Montrose
Houston, TX 77006

Bill To:

Montrose Management District
Phyllis Outlines
P.O. Box 22167
Houston, TX 77227-2167

PLEASE PAY THIS AMOUNT \$575.00
Make checks payable to: ASE Security Solutions, LLC

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here:

ASE Security Solutions, LLC
P.O. Box 750924
Houston, Texas 77275-0924

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Description	Quantity	Unit Price	Amount
Standard MSU (Monthly Fee)	1	425.00	425.00
Standard Remote Viewing Integration (Monthly Fee)	1	150.00	150.00
Pay online at: https://ipn.intuit.com/rv4455r			
Subtotal			\$575.00
Sales Tax (0.0%)			\$0.00
Total			\$575.00
Payments/Credits			\$0.00
Balance Due			\$575.00

Billing Inquiries? Call 877-411-6625

Thank you for your business!

Approved 4/1



SECURITY SOLUTIONS, LLC
P.O. Box 750924
Houston, Texas 77275-0924
Phone: 877-411-MOBI(6625) Fax: 713-944-6627

Invoice Date	Invoice #
3/15/2013	986

INVOICE

Service Location:
Grant St

Bill To:

Montrose Management District
Phyllis Outlines
P.O. Box 22167
Houston, TX 77227-2167

PLEASE PAY THIS AMOUNT \$387.50
Make checks payable to: ASE Security Solutions, LLC

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here:

ASE Security Solutions, LLC
P.O. Box 750924
Houston, Texas 77275-0924

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Description	Quantity	Unit Price	Amount
Standard MSU (Monthly Fee)	1	500.00	500.00
Remote Viewing Access (Monthly Fee) Suspended until further notice	0	150.00	0.00
High Pressure Sodium Light Each Upgrade (Monthly Fee)	3	12.50	37.50
Pay online at: https://ipn.intuit.com/rvhw2c4f			
Subtotal			\$537.50
Sales Tax (0.0%)			\$0.00
Total			\$537.50
Payments/Credits			\$150.00
Balance Due			\$387.50

Billing Inquiries? Call 877-411-6625

Thank you for your business!

Approved 4/1

ASE SECURITY SOLUTIONS, LLC
P.O. Box 750924
Houston, Texas 77275-0924

Credit Memo

Phone #	Date	Credit No.
877-411-6625	3/12/2013	985

Customer
Montrose Management District Phyllis Oustine P.O. Box 22167 Houston, TX 77227-2167

Service Location
Chesaco Market Montrose Blvd at Chesaco St

Description	Quantity	Rate	Amount
Refund for Entrance Viewing charge in error (Re: Invoice #804, 832, 872, & 932)	-4	150.00	-600.00
POSTED			
Subtotal			\$-600.00
Sales Tax (0.0%)			50.00
Total			\$-600.00
Payments/Credits			\$500.00
Balance Credit			\$-100.00

15485

** \$500 applied to invoice #987*

** \$100.00*

Approved 4/1



INVOICE

Date	Invoice #
3/29/2013	13-3085

Bill To:

Montrose District
Email Invoice
PO Box 22167
Houston, TX 77066

P.O. Number	Customer Contact	Rep	Account #	Terms
	Gretchen Larson			Net 10 Days
Item Code	Quantity	Description	Amount	
NPlate / Ba	2 each	ordered 03/04/13	35.90	
Shipping	1 each	Nametags - Cortes-Matte, Breedon	6.75	
		UPS Shipping		
BC-CC	1000 each	ordered 03/15/13	72.00	
Shipping	1 each	Business Cards - Williams-Herman	7.56	
BC-CC	7000 each	UPS Shipping	72.00	
Shipping	1 each	Business Cards - Cortes-Matte	8.28	
		UPS Shipping		
<p>POSTED 7449</p>				
Thank you for choosing Magoo's! EIN # 20-0544930			Total \$202.49	

Magoo's PrintShop, Inc. • Certified WBE / HUB
16637 West Hardy, Suite E • Houston, Texas 77060 • magoosprintshop.com
281.875.6000 • Fax 281.875.6048 • Toll Free 866.890.0022 • Toll Free Fax 866.890.0022

Approved 4/1

BLANK ROME LLP

A PENNSYLVANIA LLP
700 LOUISIANA
SUITE 4000
HOUSTON, TEXAS 77002-2727
(713) 228-8801 FAX: (713) 228-8805
FEDERAL TAX ID. NO. 23-1311874

MONTROSE MANAGEMENT DISTRICT
C/O BILL CALDERON
HAWES HILL CALDERON LLP
9610 LONGPOINT
HOUSTON, TX 77005
SUITE 150

INVOICE DATE: MARCH 05, 2013
MATTER NO. 139016-00601 02752
INVOICE NO. 1276304

REGARDING: MONTROSE MANAGEMENT DISTRICT
CAUSE NO. 2012-20396; 1629 HAWTHORNE LTD. VS. MONTROSE
MANAGEMENT DISTRICT; IN THE 33RD JUDICIAL DISTRICT
COURT OF HARRIS COUNTY, TEXAS

DATE	INVOICE	AMOUNT	CREDITS	BALANCE
02/04/13	1268317	11,569.70	0.00	11,569.70
BALANCE FORWARD				\$ 11,569.70
FOR LEGAL SERVICES RENDERED THROUGH 02/28/13				255.00
FOR DISBURSEMENTS ADVANCED THROUGH 02/28/13				205.99
CURRENT INVOICE TOTAL				\$ 460.99
TOTAL AMOUNT DUE				\$ 12,030.69

id ok #

11,569.70

460.99

12,030.69

POSTED

WIRE

MAIL

BANK NAME: ADDRESS: ACCOUNT TITLE: ACCOUNT NUMBER: ABA NUMBER: SWIFT CODE:	Wells Fargo Bank, N.A. Philadelphia, PA 19103 Blank Rome LLP 2000030361030 121000248 (Domestic) WFBUS66 (International)	Blank Rome LLP Lockbox # 8586 P.O. Box 8500 Philadelphia, PA 19178-8500
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PENNSYLVANIA NEW YORK NEW JERSEY DELAWARE WASHINGTON, DC FLORIDA CALIFORNIA OHIO HOUSTON HONG KONG SINGAPORE

Buche & Associates, P.C.

SAN DIEGO • LOS ANGELES • HOUSTON

February 28, 2013

Bill Calderon
MMD
5020 Montrose Blvd., Ste 311
Houston, TX 77006

RE: 85/726,626

Invoice #: 17192

Account Summary

Previous Balance:	\$192.50
Current Balance:	\$55.00
Payments:	\$0.00
Replenish Retainer To:	\$0.00
Amount on Retainer:	\$0.00
Amount Due Upon Receipt:	\$247.50

POSTED

7445

167/80

MMD-8572626
85/726,626

Please detach and return with your payment.

Payment Coupon

Amount	Payment is due upon receipt
<input type="checkbox"/> Check	Amount Due: \$247.50
<input type="checkbox"/> Visa	Invoice #: 17192
<input type="checkbox"/> MasterCard	Expiration date:
<input type="checkbox"/> AmEx	Billing Zip Code:
<input type="checkbox"/> Discover	Security Code:
Card Number:	
Cardholder Name:	
Signature of Cardholder:	

Please be advised, interest will accrue at a rate of 8% per annum on balances outstanding more than 30 days.
You may mail payment to 875 Prospect, Suite 305, La Jolla CA 92037 and call 858-459-9111 with questions.

Approved 4/1



Contact us: www.business.comcast.com 1-800-391-3000

The Montrose District

For service at:
5029 MONTROSE BLVD STE 311
HOUSTON TX 77009-0550

News from Comcast

EcoBill Save time. Save a tree. Your entire statement is available online. Sign up today for secure online billing and say goodbye to your paper bill forever. Also available are automatic monthly payments so you'll never need checks, stamps or envelopes again. Visit www.comcast.com/support to register today.

More information regarding our rates is available on our website www.comcast.com or you can call us at 1-800-XFINITY (1-800-934-6499).

Call before you dig - 1-800-669-8344
for underground cable location to prevent cable cuts.

Account Number 8777 70 318 3578205
Billing Date 03/24/13
Total Amount Due \$87.51
Payment Due By 04/13/13
Page 1 of 2

Monthly Statement Summary

Previous Balance 87.51
Payment - 03/15/13 - Thank You -87.51
New Charges - see below 87.51
Total Amount Due **\$87.51**
Payment Due By 04/13/13

New Charges Summary

Comcast High-Speed Internet 86.90
Other Charges & Credits 0.61
Total New Charges **\$87.51**

Thank you for being a valued Comcast customer.

POSTED
7496

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.



9602 S 5300 W, STE B, BAHUUT UT 84379-3302
888.888.8888 NO MP 24 5202923 VERMONTIN 24 5202923 8888

THE MONTROSE DISTRICT #
PO BOX 22167
ATTN: ACCTS PAYABLE
HOUSTON, TX 77227-2167



Account Number 8777 70 318 3578205
Payment Due By 04/13/13
Total Amount Due **\$87.51**
Amount Enclosed \$

Make checks payable to Comcast

COMCAST
PO BOX 680618
DALLAS TX 75268-0618

877770318357820500087510

Approved 4/1



Cracked Fox
23030 Cranberry Trail
Spring, TX 77373
Cell: 713.364.4012

Bill To:

Montrose Management District
Attn: Gretchen Larson
5029 Montrose Blvd., Suite 311
Houston, TX

Date	Invoice No.	Terms
03/27/13	355	Net 30
Payments/Credits	Balance Due	
\$0.00	\$2,500.00	

Item	Description	Quantity	Rate	Amount
marketing	marketing, graphic design and photography, research, meetings and other... for the month of April		2,500.00	2,500.00

Total **\$2,500.00**

POSTED
7497

Approved 4/1

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
4/1/2013	45254

BILL TO

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



INVOICE

BARBARA J. SCHOTT
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(713) 755-1160

REMIT PAYMENT TO:
Harris County Treasurer
Orlando Sanchez
1001 Preston, Room 652
Houston, Texas 77002

Invoice / Statement No.: AH004990

Customer No.: V00071086

Amount Due: 4,930.56

Amount Paid:

(Please detach and mail this top portion with payment)

DESCRIPTION	AMOUNT
Roll Management, Billing and Collections	1,374.34
POSTED 7498	
Total	\$1,374.34

DATE	DESCRIPTION	AMOUNT
03/22/13	MAR'13: ATTORNEY SERVICE	4,930.56
POSTED 7499		

The above amount is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at 713-755-1160.

REMIT PAYMENT TO: HARRIS COUNTY TREASURER
Orlando Sanchez
1001 Preston, Room 652
Houston, Texas 77002

County Auditor's Form #98
Harris County, Texas (REV. 3/07)

Approved 4/1

Approved 4/1



INVOICE
DATE
03/14/13

BALANCE DUE UPON RECEIPT.
AFTER 03/29/13, PAY \$150.47

BALANCE DUE UPON RECEIPT.
AFTER 03/29/13, PAY \$150.47

DELIVERY DATE	TICKET NUMBER		AMOUNT	DELIVERY DATE	TICKET NUMBER		AMOUNT
02/27/13	244087	ALDINE	16.38	02/27/13	244097	ALDINE	16.38
03/05/13	244367	GSMO	16.38	03/05/13	244367	GSMO	16.38
03/05/13	244369	SPRING BRANC	50.88	03/05/13	244369	SPRING BRANC	50.88
03/08/13	244558	TIRZ 20	44.88	03/08/13	244558	TIRZ 20	44.88
03/08/13	244560	MONTRIDGE	14.65	03/08/13	244560	MONTRIDGE	14.65

Payable Upon Receipt	11767 Katy Frwy.	TOTAL DUE
Past Due	Suite 630	
After 15 Days	Houston TX 77079	142.97

Please return this portion with payment to:	11767 Katy Frwy. Suite 630 Houston TX 77079	TOTAL DUE 142.97
---	---	--------------------------------



Patrick L. Horton

3/28/13
Date

[illegible]

P3

\$564.38

EXPENSE REPORT

[illegible]

Zustatt Folien Gerechtigkeitsebene Reports | 2009 Expense Reports Monitoring

3/29/2011

I certify that the above is true and correct to the best of my knowledge.

Roy Hill nestlin

[illegible]

INVOICE

Marie Helena Cortés-Matte
3110 Bramble Hill Ct
Houston, Texas 77059
Phone: (832) 388-8218

INVOICE # 004
DATE: 4/2/13

Bill To: Montrose District
Names: Montrose District
Address: 5020 Montrose Ste. 311
City, State ZIP: Houston, Texas 77006
Phone: (832) 388-8218

For: April-Business Ambassador Program Services

DESCRIPTION	AMOUNT
Description of services provided: *Visit Montrose Business and fill out surveys *Attend weekly & monthly meetings for Montrose District *Help organize Montrose Mixer (set up & clean up from 5 pm-8 pm) *Drop off and pick up materials as needed *Attend Monthly Recycling Committee Meeting *Attend weekly and monthly events at Montrose area businesses *5 hrs. per week of office work (organizing data, writing reports and sending emails)	\$1,600
TOTAL	\$1,600

POSTED
7501

Make all checks payable to Marie H. Cortés-Matte
If you have any questions concerning this invoice,
Contact: Marie Elena at
Phone: (832) 388-8218

Approved 4/1

Name			March 31, 2013		Expense Item	
Maire Corbett			Business Manager		Montrose District	
Date	Description	Purpose	Miles Driven	Item	Amount	Bill to Dist. (Y/N)
MONTROSE						
11-Mar	Team meeting/Vist businesses		20			Y
14-Mar	Vist Business/Rail Survey		21			Y
15-Mar	Vist Business/Rail Survey		23			Y
19-Mar	Vist Business/Rail Survey		22			Y
20-Mar	Vist Business/Rail Survey		20			Y
21-Mar	Vist Business/Rail Survey		23			Y
25-Mar	Vist Business/Rail Survey		24			Y
26-Mar	Vist Business/Rail Survey		22			Y
4-Mar	Vist Business/Rail Survey		20			Y
5-Mar	Vist Business/Rail Survey		21			Y
6-Mar	Vist Business/Rail Survey		20			Y
7-Mar	Vist Business/Rail Survey		21			Y
8-Mar	Vist Business/Rail Survey		20			Y
9-Mar	Vist Business/Rail Survey		21			Y
10-Mar	Vist Business/Rail Survey		20			Y
11-Mar	Vist Business/Rail Survey		21			Y
12-Mar	Vist Business/Rail Survey		20			Y
13-Mar	Vist Business/Rail Survey		21			Y
14-Mar	Vist Business/Rail Survey		20			Y
15-Mar	Vist Business/Rail Survey		21			Y
16-Mar	Vist Business/Rail Survey		20			Y
17-Mar	Vist Business/Rail Survey		21			Y
18-Mar	Vist Business/Rail Survey		20			Y
19-Mar	Vist Business/Rail Survey		21			Y
20-Mar	Vist Business/Rail Survey		20			Y
21-Mar	Vist Business/Rail Survey		21			Y
22-Mar	Vist Business/Rail Survey		20			Y
23-Mar	Vist Business/Rail Survey		21			Y
24-Mar	Vist Business/Rail Survey		20			Y
25-Mar	Vist Business/Rail Survey		21			Y
26-Mar	Vist Business/Rail Survey		20			Y
27-Mar	Vist Business/Rail Survey		21			Y
28-Mar	Vist Business/Rail Survey		20			Y
29-Mar	Vist Business/Rail Survey		21			Y
30-Mar	Vist Business/Rail Survey		20			Y
31-Mar	Vist Business/Rail Survey		21			Y
1-Apr	Vist Business/Rail Survey		20			Y
2-Apr	Vist Business/Rail Survey		21			Y
3-Apr	Vist Business/Rail Survey		20			Y
4-Apr	Vist Business/Rail Survey		21			Y
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28-Apr	Vist Business/Rail Survey		21			Y
29-Apr	Vist Business/Rail Survey		20			Y
30-Apr	Vist Business/Rail Survey		21			Y
31-Apr	Vist Business/Rail Survey		20			Y
1-May	Vist Business/Rail Survey		21			Y
2-May	Vist Business/Rail Survey		20			Y
3-May	Vist Business/Rail Survey		21			Y
4-May	Vist Business/Rail Survey		20			Y
5-May	Vist Business/Rail Survey		21			Y
6-May	Vist Business/Rail Survey		20			Y
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21-May	Vist Business/Rail Survey		21			Y
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26-May	Vist Business/Rail Survey		20			Y
27-May	Vist Business/Rail Survey		21			Y
28-May	Vist Business/Rail Survey		20			Y
29-May	Vist Business/Rail Survey		21			Y
30-May	Vist Business/Rail Survey		20			Y
31-May	Vist Business/Rail Survey		21			Y
1-Jun	Vist Business/Rail Survey		20			Y
2-Jun	Vist Business/Rail Survey		21			Y
3-Jun	Vist Business/Rail Survey		20			Y
4-Jun	Vist Business/Rail Survey		21			Y
5-Jun	Vist Business/Rail Survey		20			Y
6-Jun	Vist Business/Rail Survey		21			Y
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10-Jun	Vist Business/Rail Survey		21			Y
11-Jun	Vist Business/Rail Survey		20			Y
12-Jun	Vist Business/Rail Survey		21			Y
13-Jun	Vist Business/Rail Survey		20			Y
14-Jun	Vist Business/Rail Survey		21			Y
15-Jun	Vist Business/Rail Survey		20			Y
16-Jun	Vist Business/Rail Survey		21			Y
17-Jun	Vist Business/Rail Survey		20			Y
18-Jun	Vist Business/Rail Survey		21			Y
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29-Jun	Vist Business/Rail Survey		20			Y
30-Jun	Vist Business/Rail Survey		21			Y
31-Jun	Vist Business/Rail Survey		20			Y
1-Jul	Vist Business/Rail Survey		21			Y
2-Jul	Vist Business/Rail Survey		20			Y
3-Jul	Vist Business/Rail Survey		21			Y
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5-Jul	Vist Business/Rail Survey		21			Y
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18-Jul	Vist Business/Rail Survey		20			Y
19-Jul	Vist Business/Rail Survey		21			Y
20-Jul	Vist Business/Rail Survey		20			Y
21-Jul	Vist Business/Rail Survey		21			Y
22-Jul	Vist Business/Rail Survey		20			Y
23-Jul	Vist Business/Rail Survey		21			Y
24-Jul	Vist Business/Rail Survey		20			Y
25-Jul	Vist Business/Rail Survey		21			Y
26-Jul	Vist Business/Rail Survey		20			Y
27-Jul	Vist Business/Rail Survey		21			Y
28-Jul	Vist Business/Rail Survey		20			Y
29-Jul	Vist Business/Rail Survey		21			Y
30-Jul	Vist Business/Rail Survey		20			Y
31-Jul	Vist Business/Rail Survey		21			Y
1-Aug	Vist Business/Rail Survey		20			Y
2-Aug	Vist Business/Rail Survey		21			Y
3-Aug	Vist Business/Rail Survey		20			Y
4-Aug	Vist Business/Rail Survey		21			Y
5-Aug	Vist Business/Rail Survey		20			Y
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25-Aug	Vist Business/Rail Survey		20			Y
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27-Aug	Vist Business/Rail Survey		20			Y
28-Aug	Vist Business/Rail Survey		21			Y
29-Aug	Vist Business/Rail Survey		20			Y
30-Aug	Vist Business/Rail Survey		21			Y
31-Aug	Vist Business/Rail Survey		20			Y
1-Sep	Vist Business/Rail Survey		21			Y
2-Sep	Vist Business/Rail Survey		20			Y
3-Sep	Vist Business/Rail Survey		21			Y
4-Sep	Vist Business/Rail Survey		20			Y
5-Sep	Vist Business/Rail Survey		21			Y
6-Sep	Vist Business/Rail Survey		20			Y
7-Sep	Vist Business/Rail Survey		21			Y
8-Sep	Vist Business/Rail Survey		20			Y
9-Sep	Vist Business/Rail Survey		21			Y
10-Sep	Vist Business/Rail Survey		20			Y
11-Sep	Vist Business/Rail Survey		21			Y
12-Sep	Vist Business/Rail Survey		20			Y
13-Sep	Vist Business/Rail Survey		21			Y
14-Sep	Vist Business/Rail Survey		20			Y
15-Sep	Vist Business/Rail Survey		21			Y
16-Sep	Vist Business/Rail Survey		20			Y
17-Sep	Vist Business/Rail Survey		21			Y
18-Sep	Vist Business/Rail Survey		20			Y
19-Sep	Vist Business/Rail Survey		21			Y
20-Sep	Vist Business/Rail Survey		20			Y
21-Sep	Vist Business/Rail Survey		21			Y
22-Sep	Vist Business/Rail Survey		20			Y
23-Sep	Vist Business/Rail Survey		21			Y
24-Sep	Vist Business/Rail Survey		20			Y
25-Sep	Vist Business/Rail Survey		21			Y
26-Sep	Vist Business/Rail Survey		20			Y
27-Sep	Vist Business/Rail Survey		21			Y
28-Sep	Vist Business/Rail Survey		20			Y
29-Sep	Vist Business/Rail Survey		21			Y
30-Sep	Vist Business/Rail Survey		20			Y
31-Sep	Vist Business/Rail Survey		21			Y
1-Oct	Vist Business/Rail Survey		20			Y
2-Oct	Vist Business/Rail Survey		21			Y
3-Oct	Vist Business/Rail Survey		20			Y
4-Oct	Vist Business/Rail Survey		21			Y
5-Oct	Vist Business/Rail Survey		20			Y
6-Oct	Vist Business/Rail Survey		21			Y
7-Oct	Vist Business/Rail Survey		20			Y
8-Oct	Vist Business/Rail Survey		21			Y
9-Oct	Vist Business/Rail Survey		20			Y
10-Oct	Vist Business/Rail Survey		21			Y
11-Oct	Vist Business/Rail Survey		20			Y
12-Oct	Vist Business/Rail Survey		21			Y
13-Oct	Vist Business/Rail Survey		20			Y
14-Oct	Vist Business/Rail Survey		21			Y
15-Oct	Vist Business/Rail Survey		20			Y
16-Oct	Vist Business/Rail Survey		21			Y
17-Oct	Vist Business/Rail Survey		20			Y
18-Oct	Vist Business/Rail Survey		21			Y
19-Oct	Vist Business/Rail Survey		20			Y
20-Oct	Vist Business/Rail Survey		21			Y
21-Oct	Vist Business/Rail Survey		20			Y
22-Oct	Vist Business/Rail Survey		21			Y
23-Oct	Vist Business/Rail Survey		20			Y
24-Oct	Vist Business/Rail Survey		21			Y
25-Oct	Vist Business/Rail Survey		20			Y
26-Oct	Vist Business/Rail Survey		21			Y
27-Oct	Vist Business/Rail Survey		20			Y
28-Oct	Vist Business/Rail Survey		21			Y
29-Oct	Vist Business/Rail Survey		20			Y
30-Oct	Vist Business/Rail Survey		21			Y
31-Oct	Vist Business/Rail Survey		20			Y
1-Nov	Vist Business/Rail Survey		21			Y
2-Nov	Vist Business/Rail Survey		20			Y
3-Nov	Vist Business/Rail Survey		21			Y
4-Nov	Vist Business/Rail Survey		20			Y
5-Nov	Vist Business/Rail Survey		21			Y
6-Nov	Vist Business/Rail Survey		20			Y
7-Nov	Vist Business/Rail Survey		21			Y
8-Nov	Vist Business/Rail Survey		20			Y
9-Nov	Vist Business/Rail Survey		21			Y

INVOICE#	32X00004
INV DATE	02/28/13
ACCOUNT#	229281
DUE DATE	UPON RECEIPT

Please remit top portion with payment

MONTROSE MGMT DISTRICT
P O BOX 22167
HOUSTON, TX 77227

AMOUNT YOU
ARE PAYING _____
Phone# _____

AMOUNT	6.216.00
--------	----------

SERVICE ADDRESS: MONTROSE
MONTROSE (HOUSTON, TX)

DATE	LOCATION	DESCRIPTION	AMOUNT
02/05/13	32X00004	SWEEPING FLAT	SWEEP FLAT RATE 02/05/13 800.00
02/05/13		MAIN LANES	
02/05/13		ORDER/TICKET #00009921	
02/07/13	32X00004	SWEEPING FLAT	SWEEP FLAT RATE 02/07/13 200.00
02/07/13		ADDITIONAL LANES	
02/07/13		BIKE LANES, BIKE RT, W GRAY ST	
02/07/13		ORDER/TICKET #00009942	
02/19/13	32X00004	SWEEPING FLAT	SWEEP FLAT RATE 02/19/13 200.00
02/19/13		ADDITIONAL LANES	
02/19/13		BIKE LANES, BIKE RT, W GRAY ST	
02/19/13		ORDER/TICKET #00009976	
02/20/13	32X00004	SWEEPING FLAT	SWEEP FLAT RATE 02/20/13 800.00
02/20/13		MAIN LANES	
02/20/13		ORDER/TICKET #00009712	
02/28/13	32X00004 1	FUEL SURCHARGE	FUEL SURCHARGE 02/28/13 616.00

POSTED

msj

RECEIVED

MAR 22 2013

Municipal Accounts
& Consulting

Please include the invoice number on your check.
There will be a \$50.00 charge on all returned checks.

OK to PM

PK

PLEASE PAY THIS AMOUNT	6,216.00
---------------------------	----------

MUNICIPAL ACCOUNTS
CONSULTING, L.P.

Invoice

Date	Invoice #
4/1/2015	29195

[illegible]

100 River Pointe • Suite 140 • Conroe, Texas 77304 • Phone: 936.756.1844 • Fax: 936.756.1844

8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 150 • AUSTIN, TEXAS 78759 • 512.782.2400 • fax 512.795.9960

1300 Post Oak Blvd. • Suite 1600 • Houston, Texas 77056 • Phone: 713 621-4519 • Fax: 713 619-6850

PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP
Attorneys at Law
1235 North Loop West, Suite 600
Houston, Texas 77008

INVOICE#	IVC00010655
DATE	
DATE	3/4/2013
PAGE	1

Bill to:

Montrose Management District (HCID 6)
c/o Equi-Tax Inc.
P.O. Box 73109
Houston TX 77273

Professional Services rendered in the collection of delinquent taxes, penalties and interest

February 2013

BM7.30

POSTED

1725

6287

[illegible]

INVOICE #	IVC00016656
Type	
Date	3/4/2013
Page	1

Bill to:

Montrose Management District (HCID 11)
c/o Equi-Tax Inc.
P.O. Box 73109
Houston, Texas 77273

Professional Services rendered in the collection of delinquent taxes, penalties and interest February 2013	\$372.18
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[illegible]

Logo of the American Society of Tropical Medicine and Hygiene (ASTMH). The logo features a stylized globe with a tree growing from the center, symbolizing health and environmental science. The text "AMERICAN SOCIETY OF TROPICAL MEDICINE AND HYGIENE" is written around the globe.

Invoice No. 8733

P. O. Box 516
Katy, TX 77492
281-392-3607 fax 281-392-5245

INVOICE

Customer		Date	3/29/2013
Name	Harris County Improvement District #8	Job. No.	16810013
Address	PO Box 22167	Rep	
City	Houston State TX ZIP 77227-2167		
Re:	Montrose Boulevard Esplanades		

Qty	Description	Unit Price	TOTAL
1	Landscape Maintenance for the Esplanades on Montrose Blvd. for the month of March 2013 per contract agreement.	\$1,053.00	\$1,053.00
	Thank you.		

POSTED
7/30/13

POSTED
7506

Payment Details —

☐ Cash

☒ Check

☐ Credit Card

	SubTotal	\$1,053.00
	Shipping & Handling	\$0.00
Taxes	State	\$0.00
	TOTAL	\$1,053.00

Office Use Only

We thank you for your business!

13107 James L.
Stafford, TX 77477

Phone # 812-633-5155

analogical synthesis

Date	Invoice #
3/19/2013	170

Bill To
 Montrose District
 Josh Hawes
 5020 Montrose, suite 311
 Houston, TX 77006

P.O. No.		Terms		Project	
		Net 30			
Hours	Description	Rate	# Lights Reported	Amount	
10	Survey of burned out street lights March 2013	35.00	157	350.00	
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> POSTED <i>LOSE</i> </div>					
We appreciate your prompt payment.			Total	\$350.00	

POSTED
3507

Approved
H/

Approach 41



Corporate Headquarters
747 Third Avenue, Suite 10A
New York, NY 10017
Phone: (877) 702-9580
Fax: (212) 207-3311
www.tsgreporting.com

INVOICE

DATE: 12/27/2012
INVOICE # 112812-119304

Bill To: Clark Stockton Lord Esq.
Bracewell & Giuliani LLP
711 Louisiana Street
Suite 2300
Houston, TX 77002-2770

CASE: Public Hearing to Consider the Advisability of Supplementing the Assessment Roll
WITNESS: Proceedings (East Montrose) / Proceedings (West Montrose)
DATE: 11/28/2012
LOCATION: Houston, TX

Billing Comments / Instructions:

SHIP VIA	Overnight	TERMS	net 30
----------	-----------	-------	--------

SERVICES	# PAGES / QTY	UNIT PRICE	AMOUNT
Original & 1 Certified Transcript	70	\$4.25	\$297.50
Reporter Appearance Fee / Hour	1.5	\$150.00	\$225.00
Compressed / ASCII / Word Index - Complimentary	2	\$45.00	\$90.00
SUBTOTAL			\$522.50
SHIPPING & HANDLING			\$50.00
TOTAL			\$572.50

Please make all checks payable to: TSG Reporting, Inc. Federal ID # 41-2085745
For prompt payment processing, please include the invoice # with your check. All balances in arrears will be assessed a late fee of 1.5% per month, not to exceed the legal limit. If you have any questions, please call TSG.
THANK YOU FOR YOUR BUSINESS!

POSTED
7/5/11

Approved 4/1



P.O. BOX 1053/B
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
My Verizon at www.verizonwireless.com	723464068-00001	04/16/2013
Address Changed? - go to www.changeaddress.com	Invoice Number	9701924700

10001 288 97 988 2432 114070 19 9 288 77227-2167 1 0 00000000

Montrose Management District
PO BOX 22167
HOUSTON, TX 77227-2167

Quick Bill Summary

Feb 22 - Mar 21

Previous Balance (see back for details)	\$100.58
Payment - Thank You	-\$100.58
Balance Forward	\$0.00
Monthly Charges	
Usage and Purchase Charges	\$80.00
Data	\$0.00
Verizon Wireless' Surcharges and Other Charges & Credits	\$0.00
Taxes, Governmental Surcharges & Fees	\$0.00
Total Current Charges	\$80.00

Total Charges Due by April 16, 2013 **\$80.00**

POSTED
7/5/11

Pay from Wireless	Pay on the Web	Directions:
APST 02485	My Verizon at www.verizonwireless.com	1100 922 7204 or 811 from your wireless



Montrose Management District
PO BOX 22167
HOUSTON, TX 77227-2167

Bill Date: March 21, 2013
Account Number: 723464068-00001
Invoice Number: 9701924700

Total Amount Due by April 16, 2013

Make check payable to Verizon Wireless. Please return this check slip with payment. **\$80.00**

\$.

PO BOX 860106
DALLAS, TX 75286-0106

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97019247000107234649680000100000800800000000089

VERIZON Wireless and its services are provided under the terms of the Standard Wireless Service Agreement, which can be found at www.verizonwireless.com.

Approved 4/1



Invoice Number Account Number Date Due Page

Summary for Bill Calderon: 713-205-9751

Your Plan

Mobile Broadband 10GB
\$80.00 monthly charge
\$.25 per minute

1GB/\$10.00
10 monthly gigabyte allowance
\$10.00 per GB after allowance

Have more question about your charges?
Get details for usage charges at:
www.verizonwireless.com. Sign into My
Verizon to View Online Bill and click on
Calls, Messages & Data.

Monthly Charges

Date	Allowance	Used	Billed	Cost
Mobile Broadband 10GB		03/22 - 04/21	80.00	
			\$80.00	

Usage and Purchase Charges

Date	Allowance	Used	Billed	Cost
Unbilled Usage from Previous Month				
Gigabyte Usage	gigabyte	1	1	---
Current Data Usage				
Gigabyte Usage	gigabyte	10	2	---
Total Data				\$0.00
Total Usage and Purchase Charges				\$0.00

Verizon Wireless' Surcharges	
Regulatory Charge	.02
Administrative Charge	.06
	\$0.08

Total Current Charges for 713-205-9751 **\$80.08**

Dennis C Beedon
2100 Memorial Apt 616
Houston Texas 77007

INVOICE

Montrose District
5020 Montrose Blvd.
Suite 311
Houston Texas 77006

Invoice # 04-2013
Invoice Date 02/01/2013
Due Date 02/28/2013

Item	Description	Unit Price	Quantity	Amount
Service	Business Ambassador Contract Agreement	1600.00	1.00	1,600.00
NOTES: Market Research Survey Information gathered via Survey Format by day to day visit's to Montrose Business locations				
Subtotal				1,600.00
Total				1,600.00
Amount Paid				0.00
Balance Due				\$1,600.00

POSTED
7/5/11

Approved 4/1

invoice # MMD-2148

4/4/13

to montrose management district

expenses

for social media/marketing

services

april 2013

hours billed 1

@ 2500

subtotal 2500

POSTED

3512

reimbursements 0

subtotal 2500

grand total 2500

interest 0

total with penalty 2500

penalty only applies on past due invoices.
your invoice is considered past due 30 days after issue date.
20% interest is added only to expenses, not services.
please make checks payable to the district.

thanks!

[Signature]

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

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

**RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND
LIST OF QUALIFIED BROKER/DEALERS OF MONTROSE MANAGEMENT
DISTRICT**

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

WHEREAS, the Public Funds Investment Act, Chapter 2256, Government Code, as amended, requires the Board of Directors of the District to, at least annually, review its investment policy; 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, which includes an amended list of qualified broker/dealers attached to the policy; Now, Therefore,

WHEREAS, the District has determined not to amend the Authority's Investment Policy or list of qualified broker/dealers that are authorized to engage in investment transactions with the District dated April 9, 2012; Now, therefore,

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

Section 1: The Board hereby conducted the annual review of the District's Amended Investment Policy, containing a list of qualified broker/dealers, dated April 9, 2012, attached hereto as Exhibit A and confirms that same shall remain in effect until modified by action of the Board of Directors..

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 8th day of April 2013.

Chair

ATTEST:

Secretary



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 8th day of April 2013, at the regular meeting place thereof, 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 Mitchmoore	Vice-Chairman
Cassie Stinson	Secretary
Kathy Hubbard	Treasurer
Brad Nagar	Assistant Secretary
Dana Thorpe	Director
Robert Jara	Director
Michael Grover	Director
David Robinson	Director
Randall Ellis	Director
Lane Llewellyn	Director
Bobby Heugel	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 ADOPTING AN AMENDED INVESTMENT POLICY AND AN
AMENDED LIST OF QUALIFIED BROKER/DEALERS 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.

SIGNED AND SEALED on the 8th day of April 2013.



Secretary, Board of Directors

**RESOLUTION ADOPTING AN AMENDED INVESTMENT POLICY AND AN
AMENDED LIST OF QUALIFIED BROKER/DEALERS OF MONTROSE
MANAGEMENT DISTRICT**

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

WHEREAS, the Public Funds Investment Act, Chapter 2256, Government Code, as amended, requires the Board of Directors of the District to, at least annually, review its investment policy; 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, which includes an amended list of qualified broker/dealers attached to the policy; Now, Therefore,

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

Section 1: The Board of Directors of the District has conducted the District's annual review of its Investment Policy, and hereby adopts the Amended Investment Policy dated April 9, 2012, with an amended list of qualified broker/dealers attached to the policy, attached hereto as Exhibit "A", which shall remain in effect until modified by action of the Board of Directors.

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 9th day of April 2012.


Chair

ATTEST:


Secretary

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 9th day of April 2012, at the regular meeting place thereof, 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 Mitchmoore	Vice-Chairman
Cassie Stinson	Secretary
Kathy Hubbard	Treasurer
Brad Nagar	Assistant Secretary
Dana Thorpe	Director
Dennis Murland	Director
Robert Jara	Director
Michael Grover	Director
Tammy Manning	Director
David Robinson	Director
Randall Ellis	Director
Lane Llewellyn	Director
Bobby Heugel	Director

and all of said persons were present, except Directors ^{Hubbard,} ~~Manning,~~ ~~Ellis~~, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**RESOLUTION ADOPTING AN AMENDED INVESTMENT POLICY AND AN
AMENDED LIST OF QUALIFIED BROKER/DEALERS 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.

SIGNED AND SEALED on the 9th day of April 2012.

(SEAL)

Cassie B. Stinson
Secretary, Board of Directors



EXHIBIT A

AMENDED INVESTMENT POLICY – April 9, 2012

INVESTMENT POLICY

This 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 April 9, 2012.**

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 public funds (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 49, Texas Water Code; 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 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 "FDIC" means the Federal Deposit Insurance Corporation or any successor entity.
- J. The term "Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.
- K. 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) contain a summary statement of each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period, (5) 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, (6) state the maturity date of each separately invested asset that has a maturity date, (7) state the District fund for which each individual investment was acquired, and (8) 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

A list of the qualified broker/dealers with whom the District may engage in investment transactions is attached hereto as Exhibit "A."

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 "B."

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.

Section 4.07. Monitoring the Rating Changes in Investments.

Consistent with the Investment Act, an Investment Officer shall monitor all investments that require a minimum rating under subchapter A of the Investment Act such that any such investment that does not have the minimum rating shall no longer constitute an Authorized Investment. Such investments that do not have the required minimum rating shall be liquidated within thirty (30) days of the investment's failure to maintain the required minimum rating.

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 with-draw 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 in any manner authorized by law for the District as such law is currently written or as amended in the future. As of the date of this Agreement, the following securities are authorized to serve as Collateral under the Collateral Act:

- (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 letter of credit issued by a federal home loan bank; or
- (7) 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 of the United States, 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, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - (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 depository institution that has its main or a branch office in the State and that are guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or its successor, or that are secured by the obligations in which the District may invest under the Investment Act, or that are secured in other manner and amount provided by law for deposits of the District;
 - (g) Certificates of deposit made in accordance with the following conditions:
 - (1) the funds are invested by an investing entity through a broker that has its main office or a branch in this state and is selected from a list adopted by the District, or through a depository institution selected by the District;
 - (2) the broker or the depository institution selected by the District under subdivision (1) arranges for the deposit of funds in certificates of deposit in one or more federally insured depository institutions, wherever located

for the account of the District; (3) the full amount of principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (4) the investing entity appoints the depository institution selected by the investing entity under subdivision (1), an entity described by Section 2257.041(d) of the Collateral Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity;

- (h) Repurchase agreements that comply with the Investment Act;
- (i) Bankers' acceptances that comply with the Investment Act;
- (j) Commercial paper that complies with the Investment Act;
- (k) No-load money market mutual funds that comply with the Investment Act;
- (l) No-load mutual funds that comply with the Investment Act; and
- (m) Guaranteed investment contracts that comply with the Investment Act.

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. In addition to the authority to invest funds in the manner in Section 6.01(F) above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment: the funds are invested by an investing entity through a broker that has its main office or a branch in this state and is selected from a list adopted by the District, or through a depository institution selected by the District; (2) the broker or the depository institution selected by the District under subdivision (1) arranges for the deposit of funds in certificates of deposit in one or more federally insured depository institutions, wherever located for the account of the District; (3) the full amount of principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (4) the investing entity appoints the

depository institution selected by the investing entity under subdivision (1), an entity described by Section 2257.041(d) of the Collateral Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity;

- H. Repurchase agreements that comply with the Investment Act;
- I. Bankers' acceptances that comply with the Investment Act;
- J. Commercial paper that complies with the Investment Act;
- K. No-load money market mutual funds that comply with the Investment Act;
- L. No-load mutual funds that comply with the Investment Act; and
- M. 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.

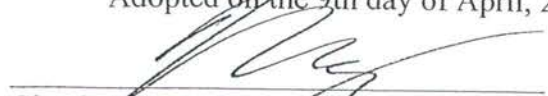
This Policy supersedes any prior policies adopted by the Board of Directors regarding investment or securitization of District Funds.


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

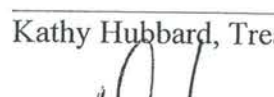
readily accessible and convenient to the public within the District and on a bulletin board located at a place convenient to the public in Harris County for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting 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.

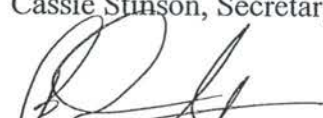
Adopted on the 9th day of April, 2012.

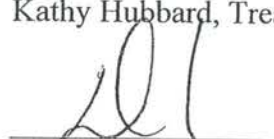

Claude Wynn, Chairman


Randy Mitchmoore, Vice Chairman



Cassie Stinson, Secretary


Kathy Hubbard, Treasurer



Brad Nagar, Assistant Secretary

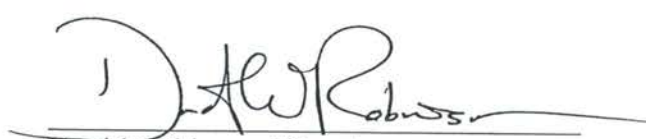

Dana Thorpe, Director


Dennis Murland, Director

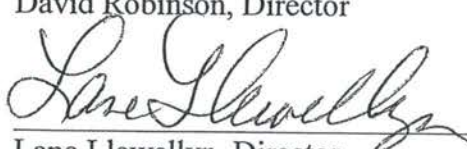

Robert Jara, Director


Michael Grover, Director


Tammy Manning, Director


David Robinson, Director


Randall Ellis, Director


Lane Llewellyn, Director

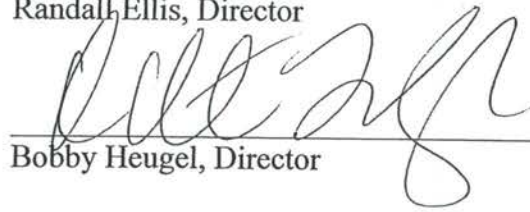

Bobby Heugel, Director

EXHIBIT A
LIST OF AUTHORIZED BROKER/DEALERS

Allegiance Bank of Texas	Metro Bank, N.A.
Trustmark National Bank	Midkiff & Stone Capital Group, Inc.
Amegy Bank, N.A.	MidSouth Bancorp, Inc.
Bank of America, N.A.	Moody National Bank
Bank of Houston	Morgan Keegan & Co., Inc.
Bank of Texas, N.A.	Morgan Stanley
BBVA Compass Bank	New First National Bank
Beal Bank, s.s.b.	Northwest Investment Services, Inc.
Capital Bank	Omni Bank, N.A.
Capital Markets Group, Inc.	Patriot Bank
Capital One Financial Corp.	Plains State Bank
Central Bank	Post Oak Bank
Chase Investments Services Corp.	Preferred Bank
Chasewood Bank (Inc)	Prosperity Bank/Prosperity Bancshares, Inc.
Coastal Securities, Inc.	Prudential Securities Group, Inc.
Comerica Bank	Raymond James & Associates, Inc.
Commercial State Bank	RBC Capital Markets
Community State Bank	Regions Bank
Crosby State Bank	Morgan Stanley Smith Barney
Edward Jones	Security State Bank
Encore Bank	Southwest Securities, Inc.
Enterprise Bank	State Bank of Texas
First Bank	State Street Bank & Trust Co.
First Bank of Conroe	Sterling Bank/Sterling Bancshares, Inc.
First Bank of Texas	Sun America Securities, Inc.
First Bank & Trust Company (Inc)	Tex Star Investment Pool
First Choice Bank	Texas Capital Bank, N.A.
First Community Bank	Texas CLASS
First National Bank Bastrop	Texas Citizens Bank
First Southwest Company	Texas Community Bank
First National Bank	Texas First Bank
First National Bank of Texas	Texas Independent Bank
FiServ Investor Services, Inc.	Texas Savings Bank, s.s.b.
Frost Bank	Texas State Bank

Green Bank	Texpool/Texpool Prime
Herring National Bank	The Bank of River Oaks
Hometown Bank, N.A.	Tradition Bank
Houston Community Bank, N.A.	Tri-Star Financial
International Bank of Commerce	Trustmark National Bank
Ironstone Bank	UBS Financial Services, Inc.
JP Morgan Chase Bank, N.A.	Union Planters Bank
JP Morgan Securities Inc.	Unity National Bank
Legacy Texas Bank	Wachovia Bank, N.A.
Legg Mason	Wallis State Bank
LOGIC (Local Gov't. Investment Cooperative)	Wells Fargo Bank, N.A.
Lone Star Bank, s.s.b.	Wells Fargo Brokerage Services, LLC
Lone Star Investment Pool	Westbound Bank
LPL Financial Services	Whitney National Bank
Main Street Bank	Woodforest National Bank
Memorial City Bank	
Merchants Bank, N.A.	
Merrill Lynch & Co., Inc.	

Exhibit "B"

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 representative of the business
organization" offering to engage in an
investment transaction with the District]

[Office such person holds]

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

Date: _____, 2012

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 April 9, 2012** (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 A

AMENDED INVESTMENT POLICY – April 9, 2012

MEMORANDUM

Date: April 8, 2013

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)

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

9. Receive the Executive Director's Monthly Report on District initiatives.

MONTROSE MANAGEMENT DISTRICT

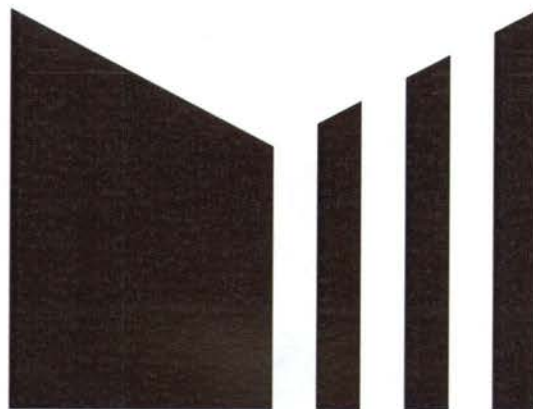
SERVICE PLAN

MONTHLY REPORT

MARCH 11 – APRIL 8, 2013

COMMITTEE ACTIVITY

STAFF ACTIVITY



COMMITTEE ACTIVITY

Business and Economic Development Committee

The committee met on March 27.

Marketing and Business Relations Committee

This committee met on March 27.

Recycling and Event Planning Sub-Committees

The recycling committee did not meet during the review period.

Mobility and Visual Improvements Committee

The Mobility and Visual Improvements Committee met on March 18.

Public Safety Committee

The Public Safety Committee met on March 8.

Finance Committee

The Finance Committee met on April 1 and reviewed District invoices and the Delinquent Assessment Report. The committee recommended the approval of District invoices.

STAFF ACTIVITY

MARCH 11 – APRIL 8, 2013

Marketing and Business Relations Committee

The committee met to discuss the 2013 marketing project work plan and budget at their March 27 meeting. After review and discussion the committee recommended approval of the plan and it will be considered at the April 8 BOD meeting.

Recycling Committee

The recycling committee met on April 2 to debrief on the monthly mixer held at State Farm. The committee also discussed the final details and work plan for the bi-annual recycling event at HEB on April 27.

Business Ambassador Program

Memorandum

TO: Montrose Management District Board of Directors
FROM: District Executive Director
DATE: March 27, 2013
SUBJECT: Business & Economic Development Committee Meeting

The Business & Economic Development Committee of the Montrose Management District held its regular monthly meeting on Wednesday, March 27, 2013 in the second floor conference room of Tradition Bank, 5020 Montrose Blvd., Houston, TX 77006. Following lunch, courtesy of the bank, the meeting was called to order by chairman Claude Wynn at 12:08 PM. Committee members attending were Claude Wynn, Dana Thorpe, Lane Llewellyn, Charlie Norris, Ryan Haley, Jason Ezer and Steve Malden. Staff attending were District executive director Bill Calderon, Ray Lawrence and Lenny Williams.

Approval of February 27 Minutes

The February minutes were approved as written.

Follow-On To METRO Presentation

Bill Calderon, referring to Christof Spieler's presentation at the February committee meeting, stated that he believed it was important for the District to confirm its support for the Richmond Light Rail Project. This support should come in the form of a resolution from the board based on the recommendations of the Mobility & Transportation and Business & Economic Development committees. However, it was important for the Culberson survey results to be factually checked first and for the District's business ambassadors to conduct a face-to-face survey of property and business owners in the District to determine their levels of support for the proposed rail project based on nationwide and regional impacts of rail projects on commercial property values.

Introduction of Lenny Williams

Lenny Williams, the District's outside contractor for outreach through social media and special events was introduced and updated the committee about her current and planned activities. She reported that the District's successful recycling and networking effort played a part in a \$1 million Bloomberg award to the City of Houston. Lenny is also contributing to the update of the District website which the committee agreed was already substantially improved.

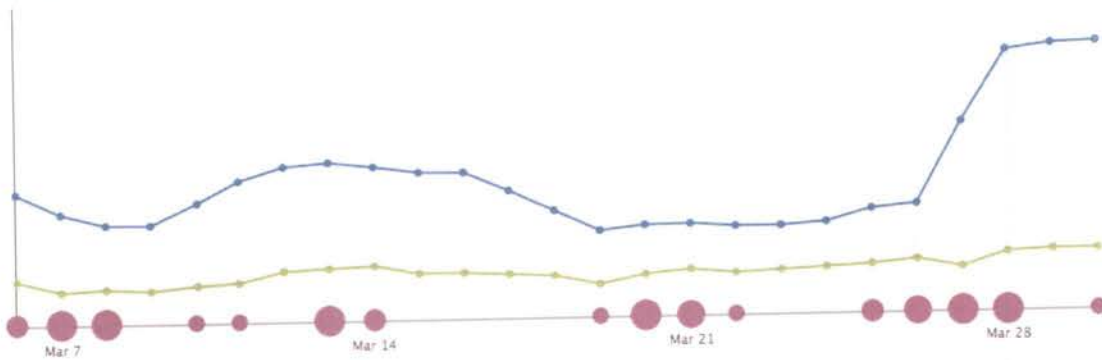
Vacant and Underutilized Properties in the District

Ray Lawrence reported further on the second phase of the Economic Development Action Plan project – identification of vacant and underutilized properties in the District. He and Dennis Beeson had toured the principal commercial streets in the District on Wednesday the 20th and found 31 vacant land or improved properties. A list of the properties, together with pertinent information such as square footage and tax value, will be compiled and distributed at the May meeting. Very few vacant land parcels were listed with brokers. Two of the better located ones were:

- 2020 Richmond east of Shepherd. 7,500 SF. Asking price: \$385,000 (\$51.33/SF). Dimensions: 60'x125'. Utilities on the property. Broker: Pauline French, Coldwell Banker, (832) 276-6728.

Total Likes[?] Friends of Fans[?] People Talking About This[?] Weekly Total Reach[?]
236 2.16% **124,842** **28** 47.37% **938** 338.32%

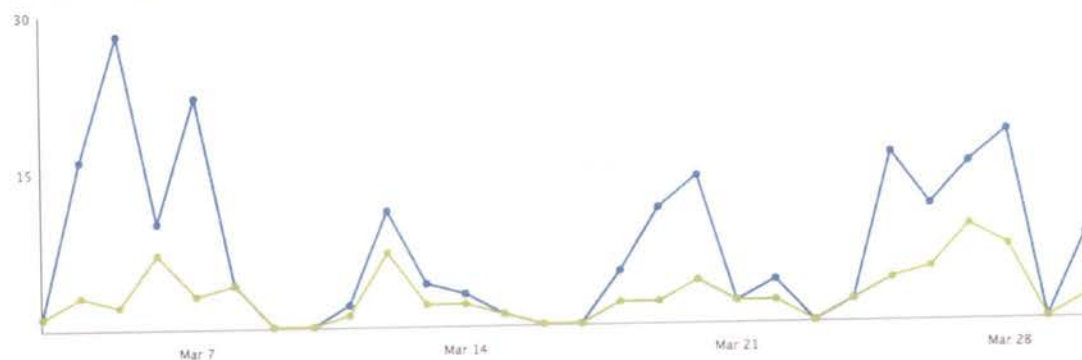
Posts[?] People Talking About This[?] Weekly Total Reach[?]



Visits to Your Page

Page Views

☒ Page Views[?] ☒ Unique Visitors[?]



Total Tab Views[?]

160 timeline
 7 messages_inbox
 7 notes
 7 allactivity
 5 photos_stream
 1 photos_albums
 1 About Section

External Referrers[?]

4 google.com
 1 bing.com

- Montrose & Marshall (NEC). 13,068 SF. Asking price: \$1,000,000 (\$76.52/SF). Utilities to the property. Brokers: Bill McDade & Peter Mainguy, CBRE, (713) 577-1600.

To complete this step in the project, Mr. Lawrence asked for volunteers on the committee to assist him on a second tour to identify underutilized properties which will likely be more numerous than vacant properties. Jason Ezer and Lane Llewellyn volunteered to do so. Following that, the next step in the action plan project will be a visioning exercise for the 10-20 year horizon by the committee.

New Projects in the District

Mr. Lawrence reported that he had talked to Kenneth Volack, CEO and Sean Rae, project manager, about Trammell Crow Residential's new upscale multi-family apartment project at Richmond & Graustark now starting construction. The complex, to be named The Muse Museum District, will have four residential floors over two floors of structured garage. A total of 270 units will be built with 80% 1 BR, 1 B and 20% 2 BR, 2B. Rents will average \$1.80/SF or higher. The project is expected to be completed sometime during the second quarter of 2014. Mr. Lawrence will write an article on the TCR complex to be included, along with rendition, in the Spring District Newsletter. (The article, approved by Sean Rae of Trammell Crow, was finalized on April 1 and is attached together with an architectural rendering.)

Future Events

The committee agreed to stage a real estate forum luncheon later this year, probably in September. Prior to that event, the Economic Development Action Plan project should be substantially completed. A District brochure will also be produced prior to the event.

Dana Thorpe expressed the view that in envisioning the future direction and extent of new commercial development in the MMD, it would be necessary to assess the competitive position of the District relative to Midtown and Upper Kirby. This could involve personal interactions with both to insure that the committee is remaining in touch with land prices, incentives and other factors that impact future development in all three Districts.

Adjournment

The meeting was adjourned at 12:57 PM. The next meeting of the committee is scheduled for Wednesday, April 24.

THE MUSE MUSEUM DISTRICT JOINING THE WAVE OF NEW, HIGH QUALITY APARTMENT DEVELOPMENT IN THE MONTROSE DISTRICT

Trammell Crow Residential (TCR), one of the nation's leading developers of multi-family communities, is developing a new multifamily community on the south side of the Montrose District at Richmond and Graustark. Kenneth Vallach, TCR's president and CEO, states that the complex will be "A+" quality.

Situated on approximately 2.9 acres, The Muse Museum District, will have four floors of living units above a two-story garage, with one garage floor at ground level and one below. According to Sean Rae, a TCR managing director, the complex will have a total of 270 units. Unit mix will be approximately 80% one-bedroom, one-bath and 20% two-bedroom, two-bath configurations with some units offering separate studies as well.

The Muse Museum District will feature a large clubhouse facing Richmond Avenue, which will contain a fully equipped health club and business center among other amenities. The parking garage and visitor parking will be accessed via Graustark Street, with additional pedestrian access on Richmond Avenue. The first units are expected to be available for lease in the second quarter of 2014, with completion expected in the fourth quarter of 2014.

The Montrose District welcomes The Muse Museum District and its future tenants.

In March the ambassadors made **148** visits to our business community for a total of **597** visits since the program began in mid-October. Detailed reports are available at the district offices and the ambassadors make regular reports at the Marketing and Business Relations committee meeting each month. The ambassadors continue to identify new businesses and others that have closed or changed hands that are not on our original master list. All information gathered is being updated on the master list. The business ambassador visits continue to be well received by the businesses.

Social Media

TWITTER:











Number of total tweets from Mar 1 – Mar 31: **115**
 Increase in Followers for March 2013: **147**
Total Followers: 783

FACEBOOK:

Total number of 'likes': **236**
 (up from 199 in January 2013)
 Total Facebook posts for March: **50**

Total page views this month: **2688**

Top Five Posts (measured in viral reach):

Date ?	Post ?	Reach ?	Engaged Users ?	Talking About This ?	Virality ?
3/28/13	 Sunshine + Houston B-Cycle = FUN!	44	14	10	22.73% 
3/28/13	 Montrose loves the Houston B-Cycle ...	40	7	3	7.5% 
3/8/13	 Montrose makes the list of the count...	135	15	9	6.67% 
3/28/13	 Hot deal! You know you need some n...	17	1	1	5.88% 
3/13/13	 Congratulations to Annise Parker, Off...	80	9	4	5% 



Shift Period: Mar-13
Total Hours Worked 626:30
Total Miles Driven 1,955

Crime Arrest Activity

Felony Arrests:	12
Misdemeanor Arrests:	102
Charges Filed:	26
Suspects in Jail:	88

Patrol Activity

Calls for Service:	282
CIT Calls:	2
Incident Reports:	27
Accident Reports	1
Locations Checked:	1018

Field Activity

Parking Tickets:	1
Citations:	0
BMV Report Cards:	858
Crime Prevention:	2071

Warrants

Felony Warrants:	1
Misdemeanor Warrants:	0
City Warrants:	49
SETCIC Warrants:	5

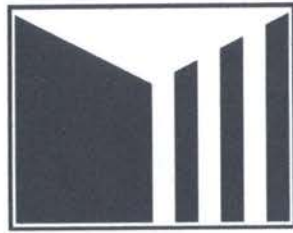
Arrest Summary

Shift Period Mar-13

Charge	# of Arrests
Assault	3
Burglary of a Motor Vehicle	2
Camping in City Park	1
City Warrants	9
Consumption of Alcohol at a Metro Bus Stop	3
Consumption of Alcohol on an Unlicensed Premise.	3
Criminal Mischief	1
Criminal Trespass	7
Defecate in Public	1
Enhanced Public Intoxication	1
Failure to ID	1
Felony Tampering with Evidence	1
Felony Theft	1
Littering	3
Loitering with the Intent to Commit Prostitution	6
Parole Violation	2
Possession of a Controlled Substance	5
Possession of Marijuana	3
Public Intoxication	28
Soliciting Funds in Roadway	4



Tampering with Evidence	1
Urinating in Public	2
Total Arrests	88



MONTROSE MANAGEMENT DISTRICT

Cleanup Update

April 2013 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 311 Help Online for abatement.

Overgrown vacant lots and other violations were found in the following locations in the District:

3703 Newhouse - Thank you for your request or comment. Your Tracking Number is: 101000963025.

3711 Newhouse - Thank you for your request or comment. Your Tracking Number is: 101000963029.

3717 Newhouse - Thank you for your request or comment. Your Tracking Number is: 101000963031.

3805 Newhouse - Thank you for your request or comment. Your Tracking Number is: 101000963033.

3816 Newhouse - Thank you for your request or comment. Your Tracking Number is: 101000963034.

1106 Gross - Thank you for your request or comment. Your Tracking Number is: 101000963036.

1215 Joe Annie - Thank you for your request or comment. Your Tracking Number is: 101000963040.

1212 W. Gray - Thank you for your request or comment. Your Tracking Number is: 101000963042.

1515 Fairview - Thank you for your request or comment. Your Tracking Number is: 101000963045.

1511 Fairview - Thank you for your request or comment. Your Tracking Number is: 101000963047.

1403 Fairview - Thank you for your request or comment. Your Tracking Number is: 101000963051.

1840 Colquitt - Thank you for your request or comment. Your Tracking Number is: 101000963054.

4326 Jack - Thank you for your request or comment. Your Tracking Number is: 101000963060.

401 Bomar - Thank you for your request or comment. Your Tracking Number is: 101000963068.

311 W. Bell - Thank you for your request or comment. Your Tracking Number is: 101000963071.

616 W. Pierce - Thank you for your request or comment. Your Tracking Number is: 101000963074.

0 Roseland, at SE corner of Roseland & Woodrow, vacant lot across the street and east of 905 Woodrow, Key Map 493W - Thank you for your request or comment. Your Tracking Number is: 101000963081.

NEW CONSTRUCTION IN THE DISTRICT



New residential construction in the 1200 block of W. Pierce

- *Caught in the act! Graffiti abatement at the corner of Commonwealth and Welch*



ILLEGAL DUMP SITES

1840 Colquitt - Thank you for your request or comment. Your Tracking Number is: 101000963085.



Illegal dumping in the vacant lot at Driscoll & Colquitt, still growing, reported by Staff for abatement

A decorative horizontal line composed of a series of small, dark grey diamond shapes arranged in a single row across the width of the page.

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 if you see a possible violation that needs to be inspected.

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

10. Sign a Maintenance Agreement with the City of Houston.

MAINTENANCE AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This Agreement, made and entered into by and between the **CITY OF HOUSTON**, a municipal corporation and home-rule city of the State of Texas, principally situated in Harris County (the "City"), acting by and through its governing body, the City Council, and **MONTROSE MANAGEMENT DISTRICT** ("District"), a municipal management district created by the state of Texas.

WITNESSETH:

WHEREAS, the District was created by the State of Texas to provide supplemental services and improvements within the boundaries described in **Exhibit "A"** (the "Service Area"), attached to and incorporated into this Agreement for all purposes; and

WHEREAS, the City, through its Code of Ordinances, requires abutting property owners to maintain improvements in the public right of way, including, trimming trees, (Sec. 40-14); controlling weeds between the private property line and the curb in the right of way (Sec. 10-451(b)10); repairing sidewalks, curbs and gutters (Sec. 40-84); and

WHEREAS, certain improvements and embellishments may be developed by the District or the Houston Museum District, a sister organization also operating within the Service Area beyond those already covered by existing maintenance provisions of the Code of Ordinances, including, by way of example, street furniture, landscaping and irrigation systems, lighting, pavers in crosswalks and roadways, directional signs, and other related improvements (the "Eligible Improvements"), all as specifically described in **Exhibits "B" and "C"**, attached to and incorporated into this Agreement for all purposes; and

WHEREAS, the District desires to develop, construct, and install, from time to time and in phases, certain Eligible Improvements and the general location thereof (the "District Improvements"), described in **Exhibit "B"**, attached to and incorporated into this Agreement for all purposes, which may be amended or supplemented from time to time; and

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

WHEREAS, the City and District desire to agree as to their respective duties and obligations concerning the ownership, operation, maintenance, repair, and replacement of the District Improvements; and

AGREEMENT

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

I

RIGHT OF ENTRY AND SERVICE AREA

All District Improvements will lie within the City's rights-of-way within the Service Area as described in **Exhibit "A"** shall be located in **Exhibit "B"**. The City grants to District the right to enter into the Service Area and install and maintain the District Improvements set out in **Exhibit "B"**. The City hereby agrees that the Service Area may be adjusted and **Exhibits "A" and "B"** may be amended at any time, upon the District's submittal to the Director of the Public Works and Engineering Department or his designee ("Director") of a new map, substantially in the form of **Exhibit "A"**, to include any area lawfully added or annexed into the boundaries of

the District or exclude any area that is no longer within the boundaries of the District, new maps or description of District Improvements in substantially the form as **Exhibit “B”** and such amendments will become effective upon the signed agreement between the District and the Director.

II **OWNERSHIP**

All District Improvements within the City's rights-of-way shall be the property of the City.

III **APPROVALS**

Prior to the development, construction, or installation of any District Improvements in the City right-of-way by the District, the District will obtain all necessary approvals and signatures from the Public Works and Engineering Department (“Public Works”) as may be required by the City. In the development of all plans and specifications for construction of District Improvements by the District, the District or the District’s representatives shall use the current edition of the City’s Design Manual at the time the District Improvements are constructed and any other applicable standards or specifications included therein as determined by the City.

IV **MAINTENANCE**

4.1 **Exhibit “B”** identifies and maps the locations of Eligible District Improvements that the District shall maintain. All District Improvements must be Eligible Improvements. **Exhibit “C”** describes the type, frequency, and standard of such maintenance. **Exhibit “B”**, as may be amended and supplemented from time to time to include additional District Improvements in the City’s rights-of-way, shall form the record of District Improvements that

the District is obligated to maintain. Prior to the development, construction or installation of new District Improvements not described in **Exhibit "C"**, the District shall submit an amendment or supplement to **Exhibit "C"** for review and approval by the Director. The District shall submit updates to **Exhibit "B"** annually for review and approval by the Director. Such approval shall not be unreasonably withheld.

4.2 Additional maintenance obligations may be added to **Exhibit "C"** only with the written agreement of the District and the Director. Upon the District approving a District Improvement and agreeing to maintain such District Improvement, the District shall assume full responsibility for the maintenance, repair, and replacement of the District Improvement, except as specified in this Article IV. The District shall not be obligated to maintain, repair, or replace any element installed by others that it has not approved and agreed to maintain. The District shall obtain the required permits for maintenance work that affects traffic flow and pedestrian passage.

4.3 The District shall maintain, repair, or replace the District Improvements described in **Exhibit "B"** as amended or supplemented pursuant to this Article, and to the extent and in the same manner as for other like facilities within the City, unless otherwise requested in writing by the Director. The District's performance shall conform to the professional standard prevailing in Harris County, Texas, with respect to the scope, quality, due diligence, and care of services and products, if any, provided under this Agreement. It is specifically agreed that the City shall have no responsibility for the condition or maintenance of any District Improvement except as specified in this Article IV and Article V below. Except as enumerated in this Agreement, the District shall pay all costs related to the operation, maintenance, and repair of any District Improvement.

V.

CITY OBLIGATIONS

5.1 The City shall perform the following maintenance obligations under this Agreement pertaining to management of street and sidewalk repair work that could impact or damage the District Improvements:

(a) Subject to the appropriation of funds, the City shall replace or repair, at the City's cost, any District Improvements damaged during the course of and directly caused by the City's street or sidewalk repairs. This shall not include reinstallation of pavers, which are addressed in Paragraphs (b) and (c) of this Section.

(b) In cases where pavers must be removed for City crews to complete repairs to crosswalks or roadways, including repairs to utilities and to road beds/concrete, the City shall notify the District when it initiates repair activity so that the District can schedule the reinstallation of the pavers without causing a delay to the completion of the City's repair activity. The City shall remove pavers, stack them behind the curb so that they do not obstruct pedestrian traffic, complete repairs, and replace the sub-grade materials (concrete roadway slab in crosswalks and cement stabilized sand and/or concrete in sidewalk areas) to match surrounding conditions and notify the District upon completion. The City shall exercise care so as to not unnecessarily damage pavers. The District shall complete repairs by reinstalling the sand leveling bed and replacing the pavers over the sub-grade materials installed by the City. If the District does not schedule the pavers to be reinstalled at the time the City has completed repairs, the City shall fill the work area in question to allow resumption of traffic flow. The District shall remove the stacked pavers within five days of completion of the City's repairs until such time as District is able to schedule the reinstallation of the pavers. Repair of pavers that have settled or been displaced shall be the sole responsibility of District except when such displacement is caused by settlement or displacement of roadway sub-grades, road beds/concrete, and/or utilities. In the latter case, the City shall replace such pavers.

(c) When installing or repairing regulatory signs or traffic sign poles in sidewalks with pavers, the City shall give the District the same notice as required in Article V, Paragraph (b) (above). The City shall remove necessary pavers, stack them so that they do not obstruct pedestrian traffic, complete sign installation or repairs, and notify the District upon completion. The City shall exercise care so as to not unnecessarily damage pavers. The District shall then

schedule the reinstallation of the pavers. If the District does not schedule the pavers to be reinstalled at the time the City has completed repairs, the City shall fill the work area in question to allow resumption of pedestrian traffic. The District shall remove the stacked pavers within five days of completion of the City's repairs until such time as District is able to schedule the reinstallation of the pavers. If District does not reinstall the pavers it shall replace the pavers with sub-grade materials (cement stabilized sand and/or concrete in sidewalk areas) to match surrounding conditions within five days of completion of the City's installation or repair of regulatory signs or traffic sign poles.

(d) Notification as it applies to above Paragraphs (b) and (c) shall be by mail, fax or email by the City to the District, followed by mailing a notification.

(e) The City, in contracting with permittees and franchisees, shall require such permittees and franchisees to repair or replace pavers and other District Improvements constructed in the right-of-way in accordance with Code of Ordinances, City of Houston, sections 40-121 through 40-167, relating to Excavation in Public Way, and Ordinance 00-1115, as amended by Ordinance 01-203, the City's Street-Cut Ordinance, to the extent these ordinances apply, and as such Ordinances may be amended or supplemented in the future. If District Improvements are damaged by a private contractor working without a permit or franchise, then the City shall identify the responsible contractor and require that contractor repair the damage at the contractor's cost, to the extent that the City is legally able. Additionally, the City, to the extent that it is able, shall require any producer of events within the Service Area to repair or replace damaged District Improvements at the producer's cost. The provisions in this Paragraph shall include reinstallation of pavers. The District is not responsible for repairing District Improvements that are damaged by persons covered under this Paragraph.

(f) If there is no alternative to removal of a District Improvement in order for the City to perform new construction or planned major repairs of City facilities, then the City shall give the District at least 60 days advance written notice that the District Improvement in question must be removed. The District shall remove the District Improvement in advance of City maintenance or construction activity. To the extent that it is able, at the Director's sole discretion, the City shall accommodate the District reinstallation of any District Improvement that must be removed within the scope of construction of City facilities that required removal of said District Improvement.

(g) When a repair must be made under emergency conditions, the City may remove a District Improvement without advance notification to District. In such cases, the City shall strive to minimize damage to the District Improvement and to reinstall the District Improvement upon completion of repairs. This provision pertains to all District Improvements except pavers, which are addressed in Paragraphs (b) and (c) of this Section.

VI FAILURE TO MAINTAIN

If the District fails to maintain, repair, or replace the District Improvements, as such obligations are set forth in **Exhibit "C"**, the City may, in its sole discretion, modify or remove, or require the District to modify or remove, District Improvements at the District's expense. The District shall bear the cost and responsibility of meeting the City's criteria and standards for the same or similar improvements provided, however, the City shall first notify the District in writing of any District Improvements that the City believes the District has failed to maintain, repair, or replace, and give the District 60 days to cure any such failure.

VII INSURANCE

7.1. The District and its contractors hired to perform work under this Agreement shall provide the following insurance policies as described in Sections 2 and 3 of this Article VII and shall name the City as an "Additional Insured". The District shall furnish the City certificates of insurance, in duplicate form, as proof that such insurance is obtained by its contractors with the District and the City named as Additional Insureds prior to performance of services under this Agreement. In addition, the District shall provide proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile Liability as described in Sections 2 and 3 of Article VII of this Agreement and shall name the City as an Additional Insured.

7.2. All such insurance policies shall be obtained from insurance companies (1) with Certificates of Authority to transact insurance business in Texas or (2) That are eligible non-

admitted insurers in the State of Texas and have a Best's rating of at least B+ and a Best financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide (3) and shall include not less than the following minimum coverage:

- (a) Commercial General Liability insurance including Contractual Liability Insurance:
 - \$500,000 per occurrence; \$1,000,000 aggregate
- (b) Worker's Compensation including Broad Form All States endorsement:
 - Statutory amount
- (c) Employer's Liability
 - Bodily injury by accident \$100,000 (each accident)
 - Bodily injury by disease \$100,000 (policy limit)
 - Bodily injury by disease \$100,000 (each employee)
- (d) Professional Liability, Errors and Omission, or Directors and Officers (as determined applicable by the City Attorney or his or her designee)
 - \$1,000,000 per occurrence; \$1,000,000 aggregate
- (e) Automobile Liability insurance including owned and non-owned vehicles used for the Project
 - \$1,000,000 combined single limit

7.3. Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated. Insurance Certification(s) or letters verifying that certain policies are not required attached to this Agreement is described as **Exhibit "D"**.

7.4 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. The District shall give the City 30 days' prior written notice if the District has any reason to believe its policy may be canceled or not renewed. Within the 30 day period, the District shall provide other suitable

policies in lieu of those about to be canceled or not renewed so as to maintain in effect the required coverage. If the District does not comply with this requirement, the Director, at his or her sole discretion, may

- (a) Immediately suspend the District from any further performance under this Agreement and begin procedures to terminate for default, or
- (b) Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to the District under this Agreement.

VIII

INDEMNIFICATION

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

- (1) THE DISTRICT AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "DISTRICT 'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND THE DISTRICT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE District IS IMMUNE FROM LIABILITY OR NOT; AND**

- (3) THE CITY'S AND THE DISTRICT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER THE District IS IMMUNE FROM LIABILITY OR NOT.

8.2 THE DISTRICT SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE DISTRICT'S INDEMNIFICATION IS LIMITED TO THE AMOUNTS OF THE TEXAS TORTS CLAIM ACT. THE DISTRICT SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

IX RELEASE AND STANDARD OF CARE

9.1 TO THE EXTENT ALLOWED BY LAW, THE DISTRICT AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

9.2. DISTRICT'S AND ITS CONTRACTORS PERFORMANCE SHALL CONFORM TO THE PROFESSIONAL STANDARDS PREVAILING IN HARRIS COUNTY, TEXAS WITH RESPECT TO THE SCOPE, QUALITY, DUE DILIGENCE,

AND CARE OF THE SERVICES AND PRODUCTS, IF ANY, PROVIDED UNDER THIS AGREEMENT.

X

District AND CONTRACTOR AGREEMENTS

DISTRICT SHALL INSURE THAT ALL OF ITS AGREEMENTS WITH CONTRACTORS PROVIDING SERVICES RELATED TO THIS AGREEMENT SHALL CONTAIN RELEASE AND INDEMNIFICATION LANGUAGE AS SET OUT IN THE ABOVE ARTICLES.

XI

TERMINATION

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

- A. By mutual agreement and consent of the District and the Director.
- B. By either party, upon the failure of the other party to fulfill its obligations as set forth in this Agreement, after notice to the defaulting party and 60 days opportunity to cure. To the extent permitted by law, the defaulting party shall pay any cost incurred due to such default.
- C. By the District, in the event that its duly approved service plan expires or if the District may no longer legally assess or tax property to provide funding for the maintenance obligations herein.
- D. By expiration of this Agreement and settlement of all accounts.
- E. By the City, at will as deemed necessary.

11.2 Should the District terminate this Agreement, as prescribed above, the District shall reimburse the City for any reasonable costs incurred by the City as a result thereof.

11.3 If the District elects to terminate this Agreement, it shall do so in such a manner that the District Improvements are operational and are not left in an unreasonably hazardous condition. If either party elects to terminate this Agreement at any time, for any reason, then that

party shall notify the other not less than 45 days prior to the termination and the District shall provide documentation to demonstrate the District Improvements affected will be left in an operational condition and that termination of this Agreement will not create an unreasonably hazardous condition.

XII **PERIOD OF AGREEMENT**

This Agreement is effective on the Countersignature Date as shown in the signature page of this Agreement and remains in effect until **December 31, 2017**, and thereafter shall be automatically renewed for consecutive one-year periods. If the Director or the District chooses not to renew this Agreement, that party shall notify the other party at least 30 days before expiration of the current term.

XIII **ASSIGNMENT**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto. The Director or his or her designee may consent on behalf of the City. Notwithstanding the foregoing, the City hereby consents to any assignment by the District of all or a portion of its obligations under this agreement as they relate to District Improvements to be maintained by a third party, if the third party covenants to fulfill the assigned obligations in a form approved by the Director.

XIV

NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed herein below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

Addresses for notice shall be as follows:

CITY: Director
Department of Public Works and Engineering
City of Houston
P.O. Box 1562
Houston, TX 77251
Attn: Deputy Director– Right-of-Way & Fleet Maintenance
Division
Phone: 713-837-7502

District: MONTROSE MANAGEMENT DISTRICT
c/o Hawes Hill Calderon, LLP
P.O. Box 22167
Houston, TX 77227-2167
Attn: Mr. Bill Calderon, Executive Director

XV LEGAL CONSTRUCTION

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

XVI SOLE AGREEMENT & SUPERSEDING CLAUSE

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the parties pertaining to rights herein granted and the obligations herein

assumed. Any modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

This Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows, to-wit:

It has on the _____ day of _____, 20013, been executed on behalf of the City by the Mayor of Houston, Texas, pursuant to an order of the City Council of Houston authorizing such execution.

CITY OF HOUSTON

ATTEST/ SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Director, Department of
Public Works and Engineering

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Assistant City Attorney

L.D. File No. _____

District

ATTEST:

MONTROSE MANAGEMENT DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____



LIST OF EXHIBITS

Exhibit "A":	Description of District Service Area
Exhibit "B"	District Improvements and Locations
Exhibit "C":	District Maintenance Obligations
Exhibit "D":	Insurance Certification

EXHIBIT "A"
DESCRIPTION OF DISTRICT SERVICE AREA

(See Attached Map)

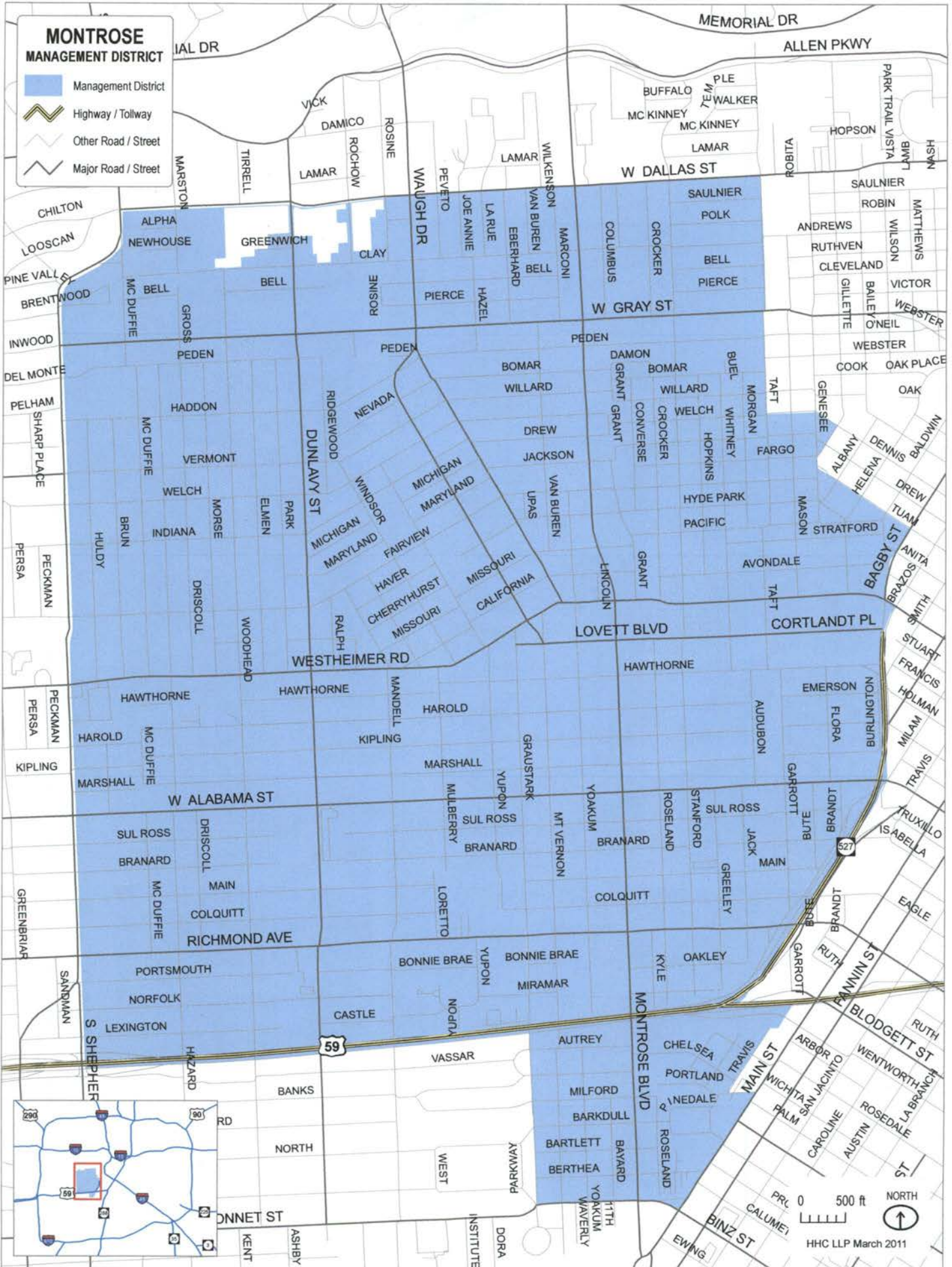


EXHIBIT "B"
DISTRICT IMPROVEMENTS AND LOCATIONS
(See Attached Map)

A



CD.100



CD.101



CD.102



CD.103



CD.104



CD.105

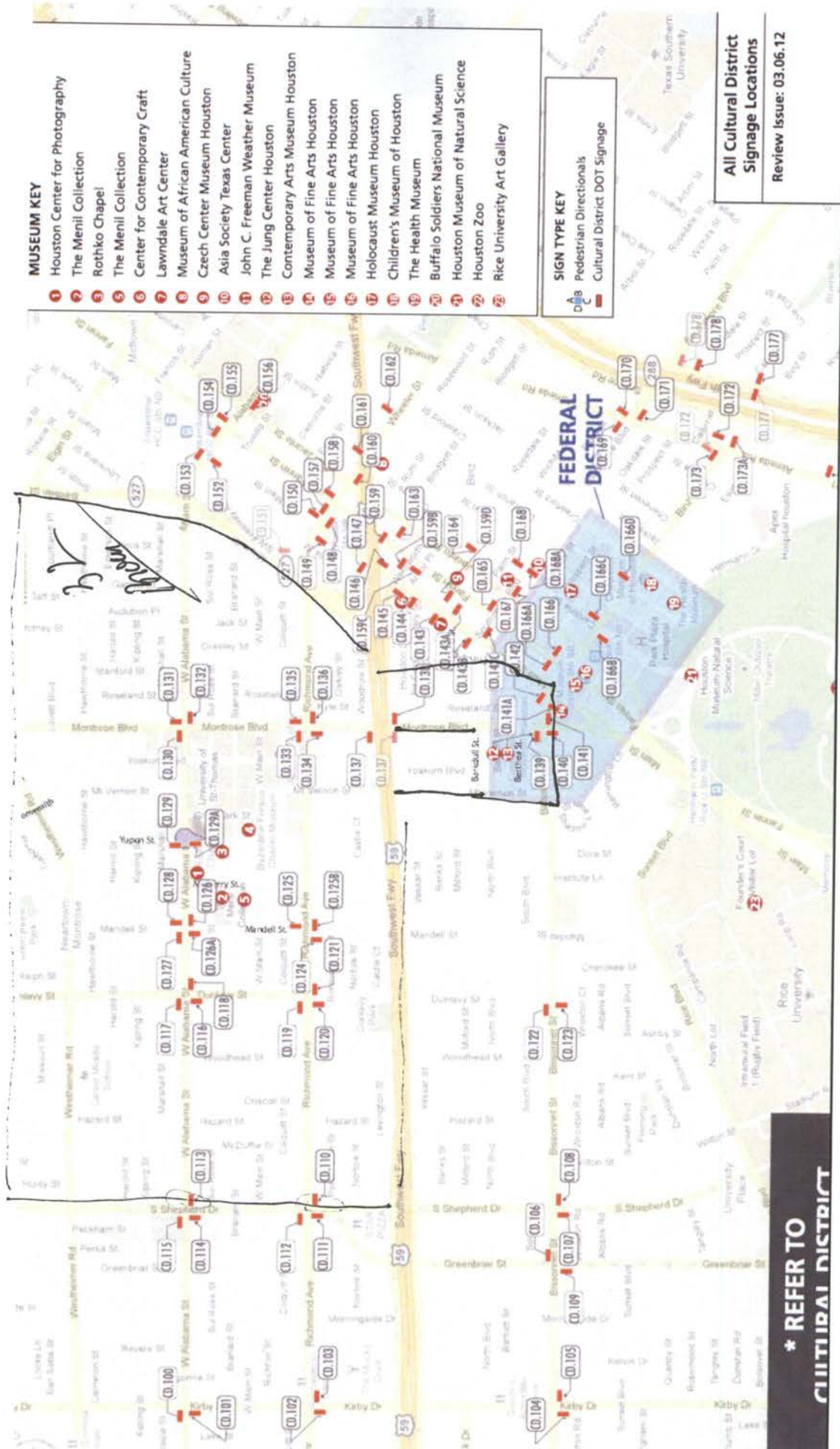


CD.106



CD.107

Exhibit B1



MUSEUM KEY

- 1 Houston Center for Photography
- 2 The Menil Collection
- 3 Rothko Chapel
- 4 The Menil Collection
- 5 Center for Contemporary Craft
- 6 Lawndale Art Center
- 7 Museum of African American Culture
- 8 Czech Center Museum Houston
- 9 Asia Society Texas Center
- 10 John C. Freeman Weather Museum
- 11 The Jung Center Houston
- 12 Contemporary Arts Museum Houston
- 13 Museum of Fine Arts Houston
- 14 Museum of Fine Arts Houston
- 15 Museum of Fine Arts Houston
- 16 Holocaust Museum Houston
- 17 Children's Museum of Houston
- 18 The Health Museum
- 19 Buffalo Soldiers National Museum
- 20 Houston Museum of Natural Science
- 21 Houston Zoo
- 22 Rice University Art Gallery

SIGN TYPE KEY

- 1a Pedestrian Directionals
- 1b Cultural District DOT Signage

**All Cultural District
Signage Locations**

Review Issue: 03.06.12

*** REFER TO
CULTURAL DISTRICT**

Exhibit B-2

A



HOUSTON
museum
DISTRICT

HOUSTON
MUSEUM
DISTRICT

0

- ↑ HOLOCAUST MUSEUM
- ↑ CHILDREN'S MUSEUM
- ↑ HEATH MUSEUM
- ↑ MUSEUM OF NATURAL SCIENCE

0

↗ CONTEMPORARY
ARTS MUSEUM
 ↗ JUNG CENTER
 ↗ MUSEUM OF
FINE ARTS
 ↗ LAWRENCE
ART CENTER
 ↗ CENTER FOR
CONTEMPORARY
CRAFT

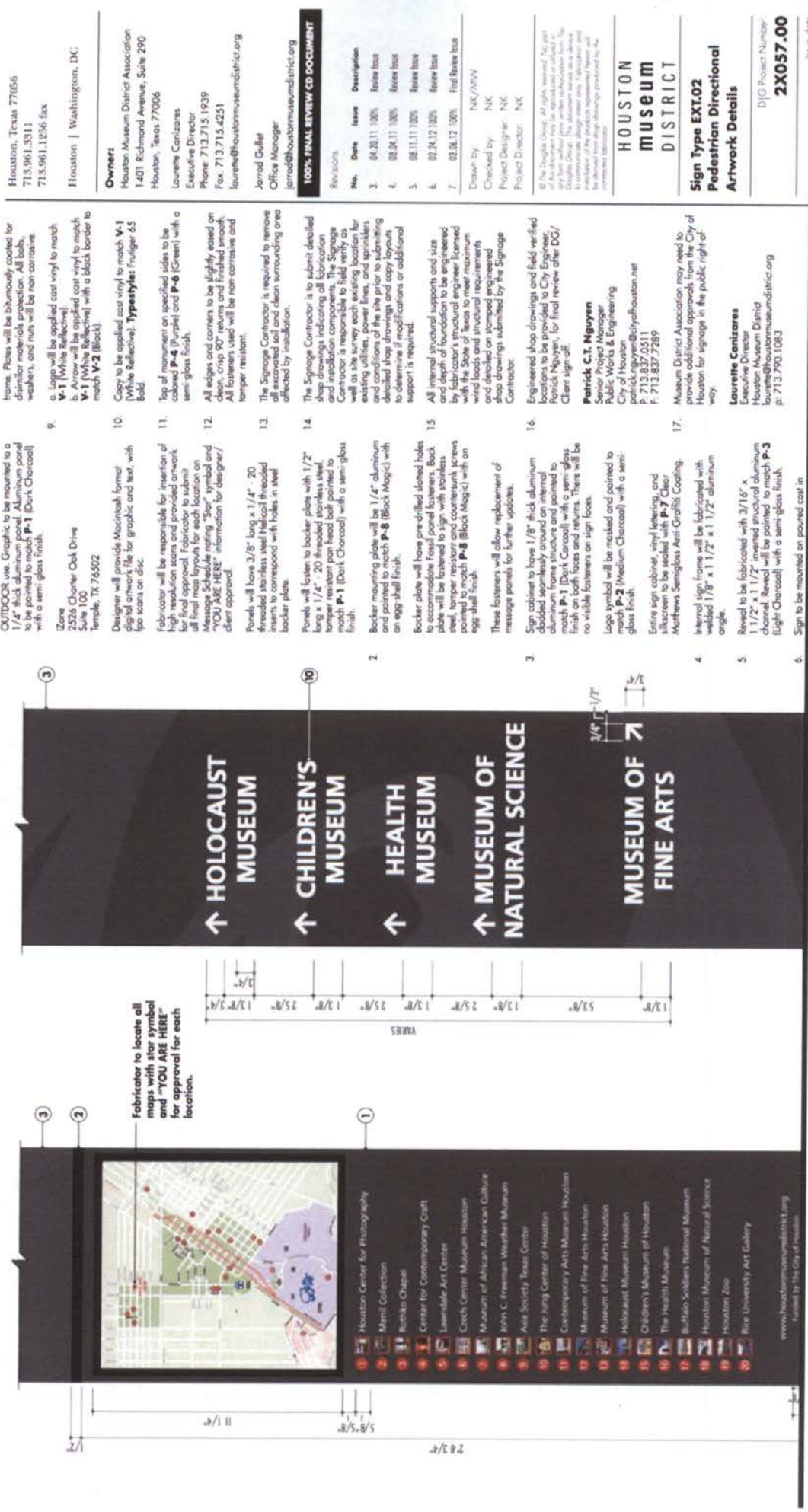
SIDE D

83015

SIDE A

FRONT ELEVATION - ALL SIDES

Scale $3/4" = 1' - 0"$



- OUTDOOR use. Graphic to be mounted to a 1/4" thick aluminum panel. Aluminum panel to be painted to match **P-1** (Dark Charcoal) with a semi-gloss finish.
- Zone 2524 Charter Oak Drive Suite 100 Temple, TX 76502
- Designer will provide Macintosh format digital artwork file for graphic and text, with type fonts on disc.
- Fabricator will be responsible for insertion of high resolution print and provided artwork for final map layout for each location. Submit all final map layout for each location on "YOU ARE HERE" information for designer/client approval.
- Panel will have 3/8" long x 1/4" - 20 threaded stainless steel Helical threaded inserts to correspond with holes in steel backer plate.
- Panel will fasten to backer plate with 1/2" long x 1/4" - 20 threaded stainless steel, tamper resistant pan head bolt painted to match **P-1** (Dark Charcoal) with a semi-gloss finish.
- Backer mounting plate will be 1/4" aluminum and painted to match **P-8** (Black Magic) with an egg shell finish.
- Backer plate will have pre-drilled spaced holes to accommodate fast panel fasteners. Back plate will be fastened to sign with stainless steel, tamper resistant countersunk screws painted to match **P-8** (Black Magic) with an egg shell finish.
- These fasteners will allow replacement of message panels for further updates.
- Sign cabinet to have 1/8" thick aluminum cladded seamlessly around an internal aluminum frame structure and painted to match **P-1** (Dark Charcoal) with a semi-gloss finish on both faces and rearm. There will be no visible fasteners on sign faces.
- Logo symbol will be mounted and painted to match **P-2** (Medium Charcoal) with a semi-gloss finish.
- Entire sign cabinet, vinyl lettering, and silkscreen to be sealed with **P-7** Clear Matthews Semigloss Anti-Graffiti Coating.
- Internal sign frame will be fabricated with welded 1/8" x 1 1/2" x 1 1/2" aluminum angle.
- Reveal to be fabricated with 3/16" x 1 1/2" x 1 1/2" milled structural aluminum channel. Reveal will be painted to match **P-3** (Light Charcoal) with a semi-gloss finish.
- Sign to be mounted on poured cast in

Houston, Texas 77056
713.961.3311
713.961.1256 fax

Houston | Washington, DC

Owner:
Houston Museum District Association
1401 Richmond Avenue, Suite 290
Houston, Texas 77006
Laurens Carizares
Executive Director
Phone: 713.715.1939
Fax: 713.715.4251
laurens@houstonmuseumdistrict.org

Jarrod Guller
Office Manager
jarrod@houstonmuseumdistrict.org

100% FINAL REVIEW CD DOCUMENT

No.	Date	Issue	Description
3.	04.20.11	100%	Review Issue
4.	08.04.11	100%	Review Issue
5.	08.11.11	100%	Review Issue
6.	02.24.12	100%	Review Issue
7.	03.06.12	100%	Final Review Issue

Drawn by: NK/MVN
Checked by: NK
Project Designer: NK
Project Director: NK

HOUSTON MUSEUM DISTRICT

Sign Type EXT.02 Pedestrian Directional Artwork Details

DIG Project Number: **2X057.00**

Exhibit B-4

B



Exhibit B-5

Exhibit B
Paver Location

Not Applicable

EXHIBIT "C"

DISTRICT MAINTENANCE OBLIGATIONS

The following table describes the specific Improvements that the **MONTROSE DISTRICT** (the "District") shall maintain under this Agreement as identified in **Exhibit "A" and "B"**. Additional Improvements may be added as referenced in Articles III and IV, upon advance written approval by the Director and the District

Improvement	Component	Maintenance Activity
Street Furniture	Trash Receptacles Benches	Clean and paint Repair or replace when damaged Store spare parts
Irrigation System	Controller Water Meter Valves Irrigation Lines Planting Bed Drippers	Pay monthly water meter bill Operate controller Replace defective controllers and valves Repair or replace broken irrigation lines Clean and maintain dripper lines
Plantings	Trees Ground Cover at Trees Hedges Planters and Beds	Water all plants (irrigation or by hand) Prune and limb up plants Remove and replace dead plants Mulch, weed, and clean beds
Lighting	Sign Lights	Pay monthly electric meter charge Maintain wiring and circuits Replace bulbs Repair or replace defective equipment and wiring
Pavers	Crosswalk Pavers	Repair or replace broken pavers Reset settled pavers that are hazardous to pedestrians or traffic (including but not limited to resetting following City repairs to roadway road beds) Reinstall pavers after City repairs as described in Article V.
Wayfinding Signs	Poles Message Boards & Maps	Repair damaged poles Maintain paint finishes Maintain and update message boards and maps
Street Signs	Street Signs (approved by Traffic/Transportation)	Maintain paint finishes Replace damaged signs

Applicable section for this agreement is highlighted in yellow. May be amended in the future.

EXHIBIT "D"
INSURANCE CERTIFICATION

(Attached)

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

11. Receive the Marketing and Business Relations Committee report.
- Consider approval of the 2013 Public Relations and Marketing Project Work Plan

Staff note: Minutes of the meeting from March 27 are attached as well as the 2013 Marketing Project Work Plan and Budget.

THE COMMITTEE CONSIDERED THE FOLLOWING ACTION ITEM(S):

- a. 2013 Marketing Project Work Plan and Budget.

Committee Recommendations:

The committee recommends approval of the 2013 Marketing Project Work Plan and Budget, including approval of the marketing services agreements with the following contractual providers and their monthly fees for services:

- a) Lenny Williams, PR and Social Media Strategist - \$2,500
- b) Primer Grey, Inc., Website Provider - \$2,000
- c) Dennis Beedon, Business Ambassador - \$1,600
- d) Marie Cortes, Business Ambassador - \$1,600
- e) CrackedFox, LLC, Graphic Design, Photography, and Research - \$2,500
- f) Deb Hensel, Professional Writer - \$500
- g) E-Vision 1 Productions, Video Production - \$2,500

Fiscal Notes:

All funding in the project work plan is a component of the approved 2013 marketing budget.



MEMORANDUM

TO: Montrose District Board of Directors
FROM: District Executive Director
DATE: April 8, 2013
SUBJECT: Marketing and Business Relations Committee Meeting Minutes

The Marketing and Business Relations Committee met on Wednesday, March 27 at 4:00 p.m. at Tradition Bank, 5020 Montrose Blvd., Suite 311, Houston TX 77006.

Montrose District Board & Committee Members present were: Lane Llewellyn and Claude Wynn.

Staff members present: Gretchen Larson, Executive Director Bill Calderon, Lenny Williams, and Dennis Beedon.
Guests present: None.

THE COMMITTEE CONSIDERED THE FOLLOWING:

- a. Receive updates on the Business Ambassador Program
- b. Receive updates on the April 27 Recycling Event
- c. Receive updates on monthly mixer program
- d. Consider 2013 Marketing Project Work Plan
- e. Discuss the Texas Committee for the Arts – Cultural District Program.

a. Receive updates on the Business Ambassador Program

Business Ambassador Beedon provided updates since the last meeting and reports. He noted that there was no security issues reported for the past several weeks. He stated that the businesses continued to be interested in the visits and learning more about the district services.

b. Receive updates on the April 27 Recycling Event

Ms. Larson stated the event planning was in order and that the final planning meeting prior to the event would be on April 2. She stated that Tradition Bank was once again going to pay for the document shredding. She noted that the district officers, through HPD, would have a tent at the event and that other vendors were being solicited by the ambassadors and the recycling committee members.

c. Receive updates on monthly mixer program

Ms. Larson stated that the next mixer would be the evening following the committee meeting and was hosted by State Farm. She stated that Uchi had taken the place of the Printing Museum for June and that December was still available. Board Chair Wynn suggested that Mr. Beedon visit with Danton's regarding the December mixer.

d. Consider 2013 Marketing Project Work Plan

Ms. Larson and Director Calderon stated that the plan had been developed to help with budgeting and tracking of projects. The committee stated that they were very pleased with the plan and the level of detail involved. Mr. Calderon noted that the plan, along with the marketing services agreements, would be presented at the next BOD meeting on April 8.

Upon conclusion of the discussion, the committee recommended approval of the plan to be presented to the full board at their next meeting on April 8.

e. Discuss the Texas Committee for the Arts – Cultural District Program.

Ms. Larson stated that she had reviewed the designation with the Deputy Director of the Commission and the staff at the Mid-Town District who received the designation in 2012. Ms. Larson stated that she would recommend that the application be submitted as the designation would complement marketing efforts of the District. She also noted that Director Calderon had requested a staff review of the recent designation from Art Place America. Ms. Larson stated that she had reviewed the paperwork provided by Ms. Carol Coletta from Art Place and noted that it seemed to be a very prestigious award for Neartown and the District. Ms. Larson stated that she had also discussed the designation with the Deputy Director at the Commission and he stated that it was indeed a very compatible designation with theirs and encouraged staff to follow up with Art Place. Ms. Williams stated that she had also reviewed the paperwork and stated that there were opportunities for grant funding as well. Mr. Calderon asked staff to draft a letter of response to Ms. Coletta on behalf of the District.

Adjourn

There being no further business to discuss the meeting adjourned at 6:15 p.m.

This Agreement is entered into as of the _____ day of April, 2013, between the **Montrose Management District (MMD)** and **Dennis Beedon ("the Consultant")**.

- **Independent Consultant:** Subject to the terms and conditions of this Agreement, the MMD hereby engages the Consultant as an independent consultant to perform the services set forth herein, and the Consultant hereby accepts such engagement.
- **Duties, Term, and Compensation:** The Consultant's duties, term of engagement, compensation, and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by the Consultant and agreed to by the MMD and which collectively are hereby incorporated by reference.
- **Expenses:** During the term of this Agreement, expenses for the time spent by the Consultant in traveling to and from MMD facilities shall not be reimbursable.
- **Written Reports:** The MMD may request that project plans, progress reports, and a final results report be provided by the Consultant on a periodic basis.
- **Inventions:** Any and all inventions, discoveries, developments, and innovations conceived by the Consultant during this engagement relative to the duties under this Agreement shall be the exclusive property of the MMD, and the Consultant hereby assigns all right, title, and interest in the same to the MMD.
- **Confidentiality:** The Consultant acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the MMD and/or used by the MMD in connection with the operation of its business including, without limitation, the MMD's business methods, customer lists, accounts, and procedures.

The Consultant agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the MMD.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the MMD, whether prepared by the Consultant or otherwise coming into his/her possession, shall remain the exclusive property of the MMD.

The Consultant shall not retain any copies of the foregoing without the MMD's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the MMD, the Consultant shall immediately deliver to the MMD all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control.

The Consultant further agrees that he/she will not disclose his/her retention as an independent consultant or the terms of this Agreement to any person without the prior written consent of the MMD and shall at all times preserve the confidential nature of his/her relationship to the MMD and of the services hereunder.

- **Conflicts of Interest; Nonhire Provision:** During the term of this agreement, the Consultant shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the MMD.
- **Termination:** This agreement can be terminated by written consent of the MMD and the Consultant.
- **Independent Consultant:** This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the MMD for any purpose. The Consultant is and will remain an independent consultant in his/her relationship to the MMD.

The MMD shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the MMD hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- Choice of Law: The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- Arbitration: Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Texas in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- Assignment: The Consultant shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the MMD.
- Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to the Consultant: Dennis Beedon
2100 Memorial, Apt. 616
Houston, TX 77007

If to the MMD: Montrose Management District
5020 Montrose Blvd., Suite 311
Houston, Texas 77006

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

1. Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
2. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
3. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Montrose Management District

Dennis Beedon

By: _____

By: _____

Executive Director

Independent Consultant

EXHIBIT A

Duties, term, and compensation

DUTIES: Contractor shall conduct weekly visits to businesses within in the MMD.

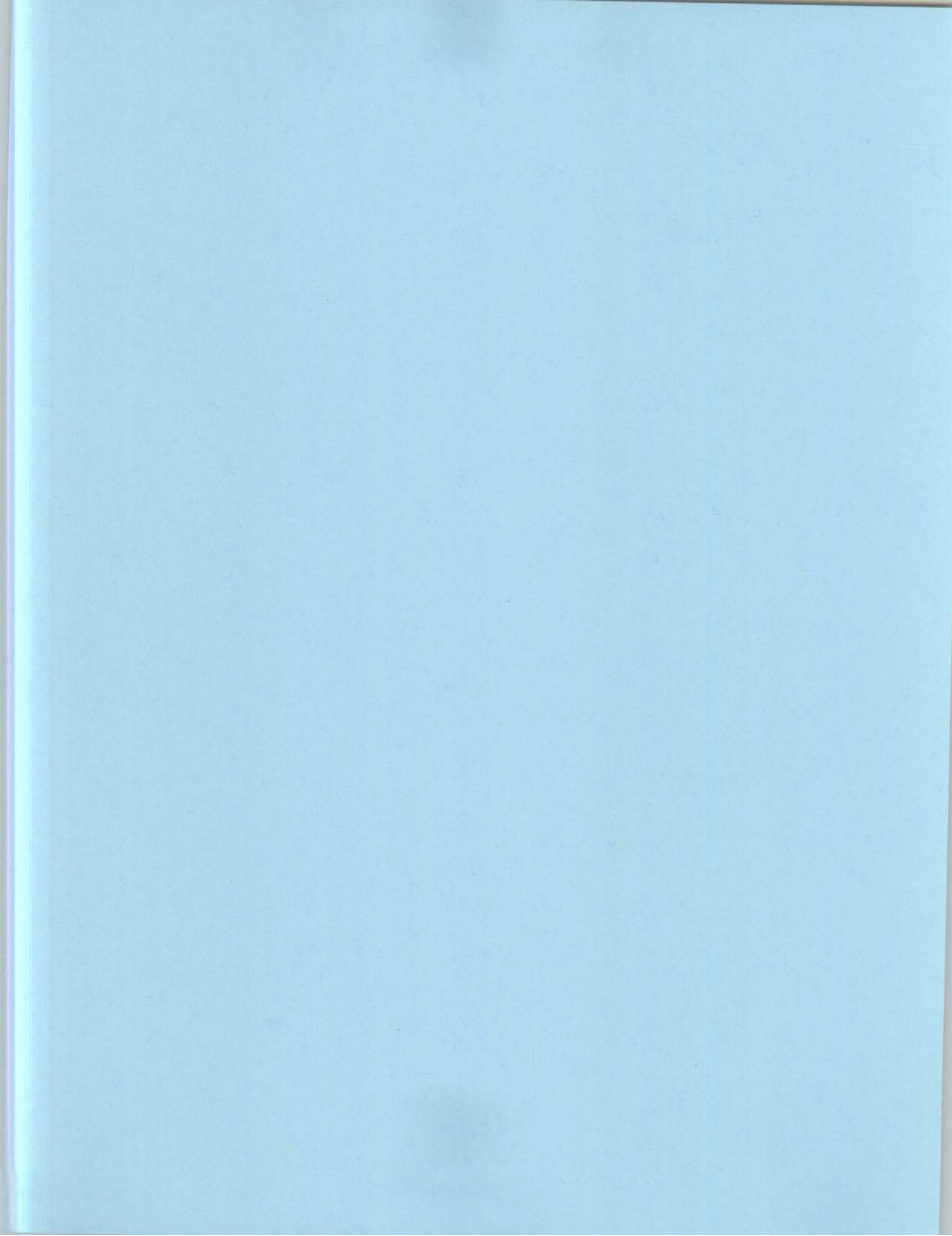
Coordinate with staff and other retained consultants on dissemination of information related to services and programs offered by the District, i.e. Montrose Market Days, Recycling Events and others.

Work with staff and area businesses to create marketing programs that will help promote the Montrose District as the ideal destination to invest, live and work.

Promote businesses and district related services and programs through use of social media and coordinate with current website services provider to insure consistent messaging.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through 4/30/2013. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the MMD shall pay the Contractor the sum of \$1,600 per month. Consultant shall invoice the MMD at the beginning of each month.



This Agreement is entered into as of the _____ day of April, 2013, between the **Montrose Management District (MMD)** and **Dennis Beedon ("the Consultant")**.

- Independent Consultant: Subject to the terms and conditions of this Agreement, the MMD hereby engages the Consultant as an independent consultant to perform the services set forth herein, and the Consultant hereby accepts such engagement.
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The Consultant further agrees that he/she will not disclose his/her retention as an independent consultant or the terms of this Agreement to any person without the prior written consent of the MMD and shall at all times preserve the confidential nature of his/her relationship to the MMD and of the services hereunder.

- Conflicts of Interest; Nonhire Provision: During the term of this agreement, the Consultant shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the MMD.
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The MMD shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the MMD hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- Choice of Law: The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
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- Assignment: The Consultant shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the MMD.
- Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to the Consultant: Marie Cortes
3110 Bramble Hill Court
Houston, Texas 77059

If to the MMD: Montrose Management District
5020 Montrose Blvd., Suite 311
Houston, Texas 77006

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

1. Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
 2. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
 3. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Montrose Management District

Marie Cortes

By: _____
Executive Director

By: _____
Independent Consultant

EXHIBIT A

Duties, term, and compensation

DUTIES: Contractor shall conduct weekly visits to businesses within in the MMD.

Coordinate with staff and other retained consultants on dissemination of information related to services and programs offered by the District, i.e. Montrose Market Days, Recycling Events and others.

Work with staff and area businesses to create marketing programs that will help promote the Montrose District as the ideal destination to invest, live and work.

Promote businesses and district related services and programs through use of social media and coordinate with current website services provider to insure consistent messaging.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through 4/30/2013. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the MMD shall pay the Contractor the sum of \$1,600 per month. Consultant shall invoice the MMD at the beginning of each month.

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on _____, 2013 (the "Effective Date") by and between Harris County Improvement District No. 6 and 11 dba Montrose Management District, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Owner"), and Roan Matthews dba CrackedFox, (the "Contractor").

RECITALS

WHEREAS, the Owner has determined it is in the Owner's best interest to engage a service provider for the services described herein; and NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Owner and Contractor agree as follows:

I.

SERVICES

Section 1.01. Services. Contractor shall perform certain services (the "Services") for the Owner from time to time as approved in writing by the Board of Directors (the "Board"), and Contractor shall be compensated for such services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Approval of Services shall be evidenced by a written proposal or service order, which shall include the service to be performed, the location and the fees. Currently approved proposals and service orders are attached hereto as **Exhibit A**. During the term of this Agreement, Contractor or Owner may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to the Owner for approval in the form of a new proposal or service order. When any new Services or changes to Services are approved, another exhibit shall be added to this Agreement, signed and dated by each Party. The exhibits added shall be sequenced in alphabetical order beginning with **Exhibit B** and shall be dated when approved by the Board. All fees described in the proposal or service order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services.

II.

COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed invoice (together with any back-up documentation requested by the Owner) indicating the Services performed for the prior billing period under the terms of this Agreement. Contractor shall submit detailed invoices to the Owner's bookkeeper:

Mr. Darrell Hawthorne
Municipal Accounts & Consulting, L.P.
1300 Post Oak Boulevard, Suite 1600
Houston, TX 77056
Fax: (713) 629-6859
Email: dhawthorne@municipalaccounts.com

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Owner. Interest shall not be paid on service invoices. Contractor agrees that upon completion of the work called for hereunder, it will furnish the Owner with proof, satisfactory to the Owner, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Owner for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Owner to furnish its best skill and judgment in performing the Services for the Owner. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Owner and Contractor. Contractor has been retained by the Owner for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Owner approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Owner during the term of this Agreement is that of an independent contractor. The relationship between the Owner and Contractor is not exclusive.

Section 3.03. Hold Harmless.

CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO WAIVE ANY CLAIMS AGAINST AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREIN.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be

entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Owner does not waive any other remedy allowed under Texas law.

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Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 3.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. The Owner and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Owner and its duly authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 3.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Owner.

Section 3.10. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner's sole discretion.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.

Section 3.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.13. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Owner is located.

Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

Exhibit A

Graphic design/marketing retainer services agreement. For the amount of \$2500.00 under marketing design and research for Montrose Management District, CrackedFox photography and design will do the following:

Design original, engaging, compelling and informative graphics for all print related collateral and web based design, which includes but is not limited to; flyers, newsletters, brochures, reports, presentations both for web and print including power point, eblasts - which contain hyperlinks and email addresses for use in websites, social media and email distribution, service plans, charts/graphs, save the dates, posters, postcards, invitations, restaurant guides, T-shirts, banners, retractable banners, trade show and exhibit displays, bandit signs, business surveys, web buttons, business cards and stationary, web banners and ads, magazine and newspaper ads, programs, logos for both district partners and other supporting entities, Facebook ads, cover shots, slideshows, profile pictures, magnetic signs, stickers, labels, street signs, mock-ups for visual references, recreation of previous designs from other entities, create QRcodes, (app reader for smartphones) integrate and rework current logos for use in special functions while maintaining district identity and unity. Recreate maps and confirm locations. Create certificates, awards, and special recognitions. Update and maintain district Wikipedia information and related images, links and references. Provide professional translation services for most languages.

Maintain, update, and catalog a library of all district designs (both web and print), high resolution photographs, and stock-photography, logos (created and recreated) for district usage and for export to printers, partners, groups and other companies etc. Supply printers, partners, web developers, etc., with the proper files for correct usage. For website, social media, and email distribution, I send web ready jpgs and pdfs. For the pdfs, I confirm correct email, websites, maps, and Qrcodes, addresses and links before creating the hyper-links inside the pdfs which allows the viewer to go to proper page. For online newsletters I create a web ready pdf which will allow for fast download and let the viewer to click any link while reading articles. For print, I ensure proper color, pantones, color-corrections and provide high resolution files with color-separations, printer's marks, and bleeds as they need.

Ensure district logo identity and integrity by ensuring proper colors, size, placement and usage also provide logos to other entities for use in their own collateral and designs. Recreate logos for high resolution printing from district partners and other entities.

Adherence to strict copyright infringement and trademark laws and that watermarks and credits on all photos/logos provided for use in district collateral are complied with.

Research and ensure all hyper-links for email addresses, maps and websites that are in use on print material and website/social media are correct and functioning properly. Notify web developers of issues, fix broken links if able, supply items of interest like; upcoming events, workshops, articles, and general public interest pieces to web developers and social media persons for inclusion on blogs and sites. Provide URL and slideshow links to photo-shoot gallery's to developers for website. Upload, create and post covered district event photo shoots

into social media galleries providing a description/caption and tag of known people, companies and entities associated with those images and events thereby further insuring and inspiring more visits, likes and continued 'buzz' about the district.

Photograph all featured amenities such as; real-estate, urban and economic development projects, improvements, businesses, historic/new buildings and points of interest pertinent to awareness, promotion, identity and branding of district, as well as be on call to photograph all board/district events, conferences, special events, fundraisers, mixers, social gatherings, ground breaking, ribbon cutting, and improvements throughout the district for use in social media and website galleries. Maintain, update, keyword and title all images for district in a clear, searchable gallery for easy location of photos for use in website, social media and print/marketing material. Also, provide professional photography for on-location portrait photography to board members and featured persons for district website, newsletters, print collateral, social media and other items like reports, brochures, magazines, and newspaper articles. Work with Biz ambassadors to provide photography while they are visiting businesses and attending events. Provide professional re-touch and air-brushing for portraits and removal of unwanted items (such as graffiti, power-lines, trash) or addition of items such as logos, signs and the like. Color correction and size adjustments to images taken by other entities. Provide prints and framing, if required, for presentation to sponsors, partners, groups and other interested members. Delivering or shipping as needed.

Exceptional and professional attitude easily working well with diverse crowd. Strong typography skills, excellent font recognition – useful in recreating logos or previous designers work. Knowledgeable with both mac and pc and most programs used so am better able to address issues from partners needing assistance in accessing district materials.

Aggressive marketing, branding, and business trends research for implementation into district branding, utilizing creative and innovative designs. Bringing a fresh, strategic approach to solving marketing challenges facing the district while meeting their objectives and goals. Part of a creative marketing team with monthly meetings to discuss, plan and develop a smart and targeted approach to district goals and to develop ideas and integrate new technologies to improve district awareness.

Provide round the clock workforce with proven results on meeting tight deadlines with extremely short notice, fast turnarounds and immediate responses to multiple party's requirements, requests and suggestions.

Target, coordinate, and direct: printers, vendors and other entities in obtaining, printing and utilizing all district branding, identity and other print/web collateral.

All items both in final art and creative proposal are for district use only and are copyright protected. They may not be copied, reproduced, distributed or displayed without CrackedFox's express written permission.

All photography by CrackedFox is copyright protected. Photography usage requires licensing. Terms, conditions, and fees are dependent upon image requirements and usage. They may not be copied, reproduced, distributed or displayed without CrackedFox's express written permission.

All print or actual materials (stock graphics, translation fees, print fees, shipping/handling, framing/mounting, airbrushing and art licenses) are in addition to the monthly retainers.

NOTE: Fees for services are based upon work not to exceed 33 hours for services during a 30 day period. Hours in excess of 33 hours will be billed at the regular standard of \$150/hr.

Owner:

Bill Calderon, Executive Director, Montrose Management District

Contractor:

Roan Matthews, President CrackedFox, LLC

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on _____, 2013 (the "Effective Date") by and between Harris County Improvement District No. 6 and 11 dba Montrose Management District, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Owner"), and e-Vision 1 Production, LLC (the "Contractor").

RECITALS

WHEREAS, the Owner has determined it is in the Owner's best interest to engage a service provider for the services described herein; and NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Owner and Contractor agree as follows:

I.

SERVICES

Section 1.01. Services. Contractor shall perform certain services (the "Services") for the Owner from time to time as approved in writing by the Board of Directors (the "Board"), and Contractor shall be compensated for such services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Approval of Services shall be evidenced by a written proposal or service order, which shall include the service to be performed, the location and the fees. Currently approved proposals and service orders are attached hereto as **Exhibit A**. During the term of this Agreement, Contractor or Owner may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to the Owner for approval in the form of a new proposal or service order. When any new Services or changes to Services are approved, another exhibit shall be added to this Agreement, signed and dated by each Party. The exhibits added shall be sequenced in alphabetical order beginning with **Exhibit B** and shall be dated when approved by the Board. All fees described in the proposal or service order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services.

II.

COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed invoice (together with any back-up documentation requested by the Owner) indicating the Services performed for the prior billing period under the terms of this Agreement. Contractor shall submit detailed invoices to the Owner's bookkeeper:

Mr. Darrell Hawthorne
Municipal Accounts & Consulting, L.P.
1300 Post Oak Boulevard, Suite 1600
Houston, TX 77056
Fax: (713) 629-6859
Email: dhawthorne@municipalaccounts.com

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Owner. Interest shall not be paid on service invoices. Contractor agrees that upon completion of the work called for hereunder, it will furnish the Owner with proof, satisfactory to the Owner, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Owner for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Owner to furnish its best skill and judgment in performing the Services for the Owner. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

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CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO WAIVE ANY CLAIMS AGAINST AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREIN.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be

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Section 3.08. Inspection. The Owner and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Owner and its duly authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 3.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Owner.

Section 3.10. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner's sole discretion.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.

Section 3.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

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Section 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Owner is located.

Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

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Section 3.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

Exhibit A

1. The video coverage will be done in the Montrose Area by one or two videographers, as needed.
2. All the video will be capture with High Definition cameras.
3. EV1PRO will cover an average of 3 events of 2hrs each per month, including video recording and 10hrs of basic editing for recaps if needed, with titles, on site interviews, royalty-free background music, HD availability and optimization for web purposes.
4. If no events are scheduled by MMD, the time available can be used to record around the Montrose area, capturing the different constructions sites, opening of businesses and schools, and the beautification of the area done by MMD, building the video archive to show the progress and development in Montrose.
5. The total price of the retainer is \$2,500.00 (Two thousand five hundred dollars 00/100).

On behalf of Owner:

Bill Calderon, Executive Director, Montrose Management District

On behalf of Contractor:

Juan Islas, President & CEO, e-Vision 1 Productions, LLC

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on _____, 2013 (the "Effective Date") by and between Harris County Improvement District No. 6 and 11 dba Montrose Management District, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Owner"), and Primer Grey, Inc., (the "Contractor").

RECITALS

WHEREAS, the Owner has determined it is in the Owner's best interest to engage a service provider for the services described herein; and NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Owner and Contractor agree as follows:

I.

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Mr. Darrell Hawthorne
Municipal Accounts & Consulting, L.P.
1300 Post Oak Boulevard, Suite 1600
Houston, TX 77056
Fax: (713) 629-6859
Email: dhawthorne@municipalaccounts.com

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Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

Exhibit A

Website design/maintenance retainer services agreement. For the amount of \$2000.00 under website design, maintenance, and email marketing for Montrose Management District, Primer Grey will do the following:

- Monthly .pdf uploads of all minutes, agendas, etc.
- Site updates based on Google Analytics data and anecdotal feedback (in Feb. we redesigned the entire homepage, and are making additional updates now based upon feedback from MMD Marketing Director and Social Media Strategist).
- Design and development of all new campaign-based (311 APP) or event-based web pages and consultation on translating these campaigns to the web
- Editorial Content Management (editing/proofing, troubleshooting/support)
- Monthly Email send (includes design, content insertion, and send setup, tracking and reporting 7 days after send).
- Email Database management (this will become more important, as site traffic increases, and we have some click data from a few e-newsletters)

NOTE: Fees for services are based upon work not to exceed 22 hours for services during a 30 day period. Hours in excess of 22 hours will be billed at the regular standard of \$90/hr.

Owner:

Bill Calderon, Executive Director, Montrose Management District

Contractor:

Cliff Raymond, Managing Partner, Primer Grey, Inc.

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on _____, 2013 (the "Effective Date") by and between Harris County Improvement District No. 6 and 11 dba Montrose Management District, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Owner"), and Deborah Hensel (the "Contractor").

RECITALS

WHEREAS, the Owner has determined it is in the Owner's best interest to engage a service provider for the services described herein; and NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Owner and Contractor agree as follows:

I.

SERVICES

Section 1.01. Services. Contractor shall perform certain services (the "Services") for the Owner from time to time as approved in writing by the Board of Directors (the "Board"), and Contractor shall be compensated for such services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Approval of Services shall be evidenced by a written proposal or service order, which shall include the service to be performed, the location and the fees. Currently approved proposals and service orders are attached hereto as **Exhibit A**. During the term of this Agreement, Contractor or Owner may recommend certain additions or changes to the Services. In such case, the additions or changes shall be submitted to the Owner for approval in the form of a new proposal or service order. When any new Services or changes to Services are approved, another exhibit shall be added to this Agreement, signed and dated by each Party. The exhibits added shall be sequenced in alphabetical order beginning with **Exhibit B** and shall be dated when approved by the Board. All fees described in the proposal or service order shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services.

II.

COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed invoice (together with any back-up documentation requested by the Owner) indicating the Services performed for the prior billing period under the terms of this Agreement. Contractor shall submit detailed invoices to the Owner's bookkeeper:

Mr. Darrell Hawthorne
Municipal Accounts & Consulting, L.P.
1300 Post Oak Boulevard, Suite 1600
Houston, TX 77056
Fax: (713) 629-6859
Email: dhawthorne@municipalaccounts.com

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Owner. Interest shall not be paid on service invoices. Contractor agrees that upon completion of the work called for hereunder, it will furnish the Owner with proof, satisfactory to the Owner, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Owner for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Owner to furnish its best skill and judgment in performing the Services for the Owner. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Owner and Contractor. Contractor has been retained by the Owner for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Owner approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Owner during the term of this Agreement is that of an independent contractor. The relationship between the Owner and Contractor is not exclusive.

Section 3.03. Hold Harmless.

CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO WAIVE ANY CLAIMS AGAINST AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREIN.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be

entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Owner does not waive any other remedy allowed under Texas law.

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Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 3.07. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. The Owner and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Owner and its duly authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 3.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Project. Contractor shall transfer all manufacturers' warranties to the Owner.

Section 3.10. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner's sole discretion.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.

Section 3.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.13. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable in the county in which the Owner is located.

Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

Exhibit A

Professional writing retainer services agreement. For the amount of \$500 per month, Deborah Hensel will provide for the Montrose Management District the following services:

- I. Conduct regular interviews with Executive Director, Board Chair and respective chairpersons for the district to ghostwrite concise overview messages (and provide them with the opportunity to review and amend);
- II. Maintain contact (monthly or bi-weekly) with the director of services for the district in order to identify topics for timely articles to be written on public safety, mobility and transportation, economic development, and environmental and urban design;
- III. Conduct interviews of business leaders in the district to write profile features and case study "success stories";
- IV. Actively research and write new business announcements in the district to write news briefs that demonstrate progressive business development;
- V. Attend meetings and other events as necessary to fully understand and report on district activities;
- VI. Provide photographs to accompany articles whenever possible; and
- VII. Write press releases and other materials as needed.

(This proposal covers all time allotted for travel, attending meetings, writing time and review, but does not include expenses for miscellaneous items such as parking fees, etc.)

NOTE: Fees for services are based upon work not to exceed 20 hours for services during a 30 day period. Hours in excess of 20 hours will be billed at the regular standard of \$35/hr.

Owner:

Bill Calderon, Executive Director, Montrose Management District

Contractor:

Deborah Hensel

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on _____, 2013 (the "Effective Date") by and between Harris County Improvement District No. 6 and 11 dba Montrose Management District, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Owner"), and Lenny Williams, (the "Contractor").

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Municipal Accounts & Consulting, L.P.
1300 Post Oak Boulevard, Suite 1600
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

Exhibit A

Ms. Lenny Williams, a Strategic PR and Marketing Professional, shall supply the following services to the Montrose Management District for the monthly retainer of \$2,500:

Social Media Basic:

Maintain Facebook page/Twitter account

- Post articles, events
- Respond to online interactions
- Educate team members/BOD about SM

E-newsletter

- Interviews
- Assemble information

Website

- Posts about district activity
- Check mailbox
- Calendar updates

Marketing Strategy

- Brainstorm with committees/BOD
- Help solidify goals
- Create SM strategy for each key initiative

Specific:

3-1-1 app

- Create strategy with VI&M Committee Chair and MMD Marketing Executive
- Create content for collateral materials — postcards, website, email blasts, newsletters, blog pieces, website
- Create media/influencer lists for targeted outreach
- Create event to mobilize communities
- Cultivate key relationships with government officials/entities

Business Mixers

- Interview host business for website
- Engage community via social media sites

Public Safety

- Respond in 'real-time' to criticisms/questions
- Highlight accomplishments
- Create on-going 'tips' for weekly SM postings

Business Marketing Workshops

- Research business workshops for local business owners
- Coordinate with key influencers who will be presenting
- Work with Business Ambassadors to spread word/feedback
- Email invites
- Create educational materials

Outreach Materials — General

- Make revisions to current general outreach materials
- Reflect updated goals

Research

- Preservation of historic spaces (ways to engage community via SM sites)

NOTE: Fees for services are based upon providing 25 hours of services per week during a 30 day rotating period. Hours in excess of 25 will be billed at the regular hourly rate of \$50 per hour.

Owner:

Bill Calderon, Executive Director, Montrose Management District

Contractor:

Lenny Williams

[illegible]

[illegible][illegible]