

MONTROSE
MANAGEMENT DISTRICT



Agenda and Agenda Materials
Meeting of the Board of Directors

November 11, 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, November 11, 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 October 14, 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. Receive Executive Director's Monthly Report on District initiatives.
7. Consider approval of Fiscal Year 2014 budget for the District.
8. Consider recommendation from Public Safety Committee to lease two new vehicles for security patrol; authorize execution of related lease documents.
9. Consider approval of and Advance Funding Agreement between Texas Department of Transportation and the District related to relighting of the six bridges over US Hwy 59.
10. Consider recommendation from the Mobility and Visual Improvements committee on:
 - a. Engagement of lighting consultant to prepare plans for submission to TxDOT for relighting the bridges over US 59.
 - b. Authorizing the publication of request for landscape maintenance contractor.
 - c. Recommendation for a \$15,000 grant for Mandell Park improvement project.
 - d. Authorizing supplemental services for Kudela & Weinheimer for work related to District banner signage.
11. 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.
12. Reconvene in Open Session and authorize appropriate action by legal counsel related to Item 11 on the agenda.
13. Announcements.
14. Adjourn.

A handwritten signature in black ink, appearing to read "Bill Gibson".

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 October 14, 2013.

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

October 14, 2013

Determine quorum; call to order.

The Board of Directors of the Montrose Management District held a meeting on Monday, October 14, 2013, at 12:00 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 noon, 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: Vacant
Position 8: Robert Jara	

and all of the above were present with the exception of Directors Heugel and Nagar, thus constituting a quorum. Also present at the meeting were Bill Calderon, Susan Hill, Josh Hawes, Gretchen Larson, all of Hawes Hill Calderon, L.L.P.; Ray Lawrence, Lawrence & Associates; 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 Beeden and Marie Cortes, District business ambassadors; Tawny Tidwell; Chris Valdez and Rachel Flores, Primer Grey; Joseph Le, Harris County Precinct One; Officer Victor Beserra, Houston Police Department; Michael "Grif" Griffin; and Randall Ellis.

Approve minutes of meeting held September 9, 2013.

Upon a motion duly made by Director Mitchmore and being seconded by Director Grover, the Board voted unanimously to approve the minutes of its meeting held on September 9, 2013, with one correction, as follows: page 3, agenda item, Consider policy on expenditures up to \$4,000.00: "Director Grover voted against the motion."

Receive public comments.

There were no public comments.

Receive Executive Director's Report on District Initiatives.

Mr. Calderon presented the Service Plan report, offering highlights of activities noted in the written report contained in the board agenda materials. He provided minutes of the Security Committee meeting held October 11 and the Finance Committee meeting held October 7, copies of which are attached to these minutes as Exhibits A and B,

respectively. He announced the appointment of Tawny Tidwell as social media editor. Next, Officer Beserra reviewed arrest records and calls for service for the previous month. The board discussed security matters, excellent service provided by the district's contract security detail, and the City's inability to carry out its responsibilities for policing support. Mr. Calderon stated that this matter will be brought to the attention of Councilmember Ellen Cohen and HPD Chief McClelland along with the impact of the drunkenness sobering center on the district. Lastly, Mr. Calderon said that committees are working on their budgets which will be submitted to the Finance Committee prior to the next board meeting.

With regard to economic development activities, Mr. Lawrence reported that five businesses have agreed to sponsor the November 12 luncheon. He asked that board members confirm their attendance and guest lists with him by telephone or email.

Director Robinson provided a report of activities of the Transportation and Mobility Committee. The Committee met on October 16th and will send out an event notice regarding the Neartown Public Forum on issues of mobility and transportation development within the district. November 26, University of St. Thomas campus.

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 stated the 49 letters were mailed to property owners providing them with notice of the supplemental hearing that will be held on November 7 at the offices of Bracewell & Giuliani. Director Stinson moved to accept the report; Director Mitchmore seconded. The board adopted the motion unanimously.

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. Director Hubbard confirmed that the Finance Committee reviewed the report and invoices and recommended approval. Upon a motion duly made by Director Hubbard and being seconded by Director Llewellyn, the Board voted unanimously to approve the Montrose Management District's monthly financial report and pay invoices.

Consider proposal for traffic and parking consultation with Walter P. Moore.

Mr. Calderon reviewed the proposal from Walter P. Moore for additional traffic engineering and parking consulting services. Committee Chairman Robinson confirmed that the Mobility and Transportation Committee reviewed the proposal and recommended its approval. Director Hubbard moved to approve the proposal as presented; Director Stinson seconded. The board voted unanimously to approve the proposal.

Consider special parking area application

Mr. Calderon described the special parking area application prepared by Walter P. Moore and presented to the City of Houston for consideration. The board discussed the application. No additional action from the board was required.

Consider service agreement between the District and Tawny Tidwell for social media services.

Mr. Calderon reviewed the proposed contract with Ms. Tidwell and introduced her to the board. Upon motion presented by Director Llewellyn, seconded by Director Mitchmore, the board voted unanimously to approve the contract with Ms. Tidwell as presented.

Receive report and recommendations from the Marketing and Business Relations Committee.

Ms. Larson reported on behalf of the committee, providing highlights of the committee's meeting minutes contained in the board book. She distributed sample post cards announcing the 3-1-1 app for reporting problems to the City of Houston and the business mixers to be held in October, November and December, both of which are attached to these minutes as Exhibits C and D, respectively. No action was required.

Announcements.

Director Robinson complimented Randall Ellis's interview regarding Legacy

Director Stinson announced that the MAMA neighborhood held its first volunteer day doing bed preparation in Bell Park. Planting day is set for October 19.

Mr. Calderon reported on the Museum District way-finding signage project, noting that the City of Houston has given its authorization for their installation. The district is obtaining a quote from Texas Municipal League Intergovernmental Risk Pool to insure the signs.

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 12:37 p.m.

Reconvene in Open Session and authorize appropriate action by legal counsel related to Item #10 on the agenda.

The Board reconvened in Open Session at 12:57 p.m. No action was taken.

Adjourn.

There being no further business to come before the Board, Chairman Wynn adjourned the meeting at 1:05 p.m.

Secretary, Board of Directors
Montrose Management District



List of Exhibits:

- | | |
|-----------|--|
| Exhibit A | Montrose Management District, Security Committee Meeting, October 11, 2013 |
| Exhibit B | Montrose Management District, Finance Committee Meeting, October 7, 2013 |
| Exhibit C | [<i>The 3-1-1 app can help!</i>] post card |
| Exhibit D | [<i>Montrose Business Mixers</i>] post card |

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

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

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2012	0.12500	\$433,037.17	\$421,948.71	\$11,088.46	97%
2011	0.12500	\$411,351.20	\$408,592.34	\$2,758.86	99%
2010	0.12500	\$402,221.57	\$400,252.36	\$1,969.21	99%
2009	0.12500	\$419,939.17	\$419,901.67	\$37.50	99%
2008	0.12500	\$396,675.13	\$396,650.13	\$25.00	99%
2007	0.12500	\$309,668.58	\$309,849.83	\$18.75	99%

Current Month Activity

Revenue:	Current Month	Year to Date
2012 Assessment Collected	653.68	374,162.63
2011 Assessment Collected	0.00	-4,532.12
2010 Assessment Collected	0.00	2,045.77
2009 Assessment Collected	0.00	0.00
2008 Assessment Collected	0.00	0.00
2007 Assessment Collected	0.00	0.00
Penalty & Interest	172.27	6,865.13
Overpayments	215.51	21,449.09
Collection Fees	208.29	4,221.66
Court Fees	0.00	0.00
Total Revenue	1,249.75	404,212.16

Overpayments Presented for Refund	215.51	21,450.09
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2012:	346,738,903	Uncertified:	0
ASSESSED VALUE FOR 2011:	329,102,649	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	400,252.36	
2011	0.12500	337,500	320,625	408,592.34	
2012	0.12500	337,500	320,625	421,948.71	
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

October 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	1289280010001	2221 W DALLAS ST 404 77019	MULTI-FAMILY	62,800,000	78,500.00
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	14,054,250	17,567.81
4203 MONTROSE LTD 3810 W ALABAMA HOUSTON TX 77027-5204	1277520010001	4203 MONTROSE BLVD 77006	OFFICE BUILDING	9,716,385	12,145.48
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	8,357,357	10,446.70
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 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 2602 CROCKER ST 77006 2805 GRANT ST 77006 805 PACIFIC ST 77006 810 PACIFIC ST 77006 810 HYDE PARK BLVD 77006	VARIOUS COMMERCIAL	8,337,163	10,391.61
POST RICHMOND LP	1309010010001	RICHMOND AVE 77006	MULTI - FAMILY	10,030,448	9,239.10

MONTROSE DISTRICT EAST ZONE

October 2013

TOP TEN ASSESSMENT PAYERS

4401 NORTHSIDE PKWY NW STE 800
ATLANTA GA 30327-3093

WALGREENS 03157
% TAX DEPT STOP NO 75
300 WILMOT RD
DEERFIELD IL 60015-4614

1179390010001

3317 MONTROSE BLVD 77006

RETAIL PHARMACY

5,825,000

7,281.25

4119 MONTROSE LIMITED
4200 MONTROSE BLVD
HOUSTON TX 77006-4963

1207680010001

4119 MONTROSE BVD 77006

OFFICE BUILDINGS

4,526,228

5,657.79

3815 MONTROSE BLVD LP
3815 MONTROSE BLVD STE 211
HOUSTON TX 77006-4666

1222280020001

3820 ROSELAND ST 77006

OFFICE BUILDINGS

4,066,056

5,082.57

1222280010001

3815 MONTROSE BLVD 77006

102 104 GREENWICH ST MANHATTA
% RICHMOND MONTROSE CVS LP
1 CVS DR
WOONSOCKET RI 02895-6146

1258090010001

1003 RICHMOND AVE 77006

RETAIL PHARMACY

3,843,472

4,804.34

MONTROSE DISTRICT EAST ZONE

October 2013					
TOP TEN DELINQUENTS					
PROPERTY OWNER	ACCOUNT NO	SITUS	PROPERTY TYPE	ASSESSMENT YEAR(S)	ASSESSMENT
FAT PROPERTY 204 MARSHALL ST HOUSTON TX 77006-4500	92 023 070 000 0012	710 COLQUITT ST 16 77006	MULTI - FAMILY	2010 - 2012	3,020.14
FAT PROPERTY 218 HAWTHORNE ST HOUSTON TX 77006-4006	92 037 040 000 0001	502 W ALABAMA ST 25 77006	MULTI - FAMILY	2010 - 2012	1,395.46
FAT PROPERTIES 4918 NEWPOINT DR FRESNO TX 77545-9200	92 037 029 000 0016	406 HAWTHORNE ST 5 77006	MULTI-FAMILY	2011	1,221.14
SPUR APARTMENTS LLC 1525 MARYLAND ST HOUSTON TX 77006-1875	92 006 259 000 0003	219 W ALABAMA ST 32 77006	MULTI-FAMILY	2012	1,193.12
UPSTAIRS DOWNSTAIRS LLC 609 COLQUITT ST HOUSTON TX 77006-5523	92 023 062 000 0013	609 COLQUITT ST 77006	COMMERCIAL BUILDING	2010 - 2012	985.64
HARRIS DWAYNE & PAULA D 315 W ALABAMA ST STE 200 HOUSTON TX 77006-5177	92 006 260 000 0013	315 W ALABAMA ST 77006	OFFICE BUILDINGS	2012	814.89
HAGERTY THOMAS & VERONICA C/O HAGERTY ADVERTISING GROUP 3611 MONTROSE BLVD HOUSTON TX 77006-4691	92 026 156 000 0016	3611 MONTROSE BLVD #3 77006	COMMERCIAL	2012	775.10
PACIFICA FOUNDATION INC 419 LOVETT BLVD HOUSTON TX 77006-4018	92 026 137 000 0004	419 LOVETT BLVD 77006	COMMERCIAL	2012	718.00
SPARTAN REAL ESTATE LLC 1000 JACKSON BLVD HOUSTON TX 77006-1928	92 018 046 000 0028	1000 JACKSON BLVD 77006	COMMERCIAL WAREHOUSE	2012	717.68
FOLGADO FRANCO A 4310 MOUNT VERNON ST APT 8 HOUSTON TX 77006-5841	92 030 247 000 0013	4310 MOUNT VERNON ST 8 77006	MULTI-FAMILY	2011 - 2012	696.94

Harris County Improvement District No. 6
Lawsuit and Arbitration Status Summary as of 9/13/2013

Jur 930

Summary

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

Settled

428,710,688	Original value of Settled accounts as of 9/13/2013
115	Number of Settled accounts as of 9/13/2013
42,196,887	Reduction in value of Settled accounts
9.84%	Average % reduction in value of Settled accounts

Unsettled

44,736,727	Original value of Unsettled accounts as of 9/13/2013
28	Number of Unsettled accounts as of 9/13/2013

.125 Tax rate per \$100 valuation

\$5,504

 Estimated reduction in assessment on 28 Unsettled accounts,
based on **9.84%** average

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

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2012	0.12500	\$980,540.25	\$964,253.66	\$16,286.59	98%
2011	0.12500	\$884,306.58	\$879,155.84	\$5,150.74	99%
2010	0.12500	\$868,215.84	\$865,428.06	\$2,787.78	99%

Current Month Activity

Revenue:	Current Month	Year to Date
2012 Assessment Collected	2,239.32	900,612.48
2011 Assessment Collected	0.00	8,480.96
2010 Assessment Collected	0.00	2,750.54
Penalty & Interest	571.19	13,488.01
Overpayments	586.87	17,494.23
Collection Fees	679.48	8,722.16
Court Fees	0.00	0.00
Total Revenue	4,076.86	951,548.38
Overpayments Presented for Refund	586.87	15,711.39
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2012:	785,136,870	Uncertified:	0
ASSESSED VALUE FOR 2011:	707,444,837	Uncertified:	0
ASSESSED VALUE FOR 2010:	694,570,294	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	868,216	824,805	\$865,428.06	
2011	0.12500	884,307	840,091	\$879,155.84	
2012	0.12500	980,540	931,513	\$964,253.66	
2013	0.12500		0		
2014	0.12500		0		
2015	0.12500		0		
2016	0.12500		0		
		2,733,063	2,596,410		273,306

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

October 2013					
PROPERTY OWNER	ACCOUNT NOS	SITUS	PROPERTY TYPE	VALUE	ASSESSMENT
WEINGARTEN REALTY INVESTORS 0591-001 P O BOX 924133 HOUSTON TX 77292-4133	0442250000001	2005 W GRAY ST 77019	VARIOUS COMMERCIAL	65,415,796	81,769.74
	0442250000170	1953 W GRAY ST 77019			
	0442250000169	1953 W GRAY ST 77019			
	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 99 DETERING ST STE 200 HOUSTON TX 77007-8259	1215190010001	4899 MONTROSE BLVD 187 77006	MULTI - FAMILY	59,817,107	74,771.38
US REIF WESTHEIMER APARTMENTS TX LLC 1270 SOLDIERS FIELD RD BRIGHTON MA 02135-1003	1286390010001	2001 WESTHEIMER RD 244 77098	MULTI - FAMILY	40,600,000	50,750.00
4310 DUNLAVY LLC 101 BERKSHIRE ST BELLAIRE TX 77401-5309	1286480010001 0660870040002 0660870040001 0660870020006	4310 DUNLAVY ST 236 77006 4403 WOODHEAD ST 16 77098 4403 WOODHEAD ST 77098 4315 WOODHEAD ST 8 77098	MULTI - FAMILY	37,180,166	46,475.21
ANBIL II-R O L P 105 TOWN CENTER RD STE 10 KING OF PRUSSIA PA 19406-2394	0730810030011 1170070010001 1170070020001 0730810030007	1505 W CLAY ST 77019 1422 W GRAY ST 77019 1414 WAUGH DR 77019 1521 W CLAY ST 77019	SHOPPING CENTER	36,544,543	45,680.68
TEXAS ABERCROMBIE FAMILY INT LTD 730 N POST OAK RD STE 110 HOUSTON TX 77024-3854	1327190010001 1327190010002	0 W ALABAMA ST 77098 1701 W ALABAMA ST 77098	SUPERMARKET	25,505,202	31,881.50
WEST GRAY RESIDENTIAL LP C/O THE HANOVER CO EARL MALLEY 5847 SAN FELIPE ST STE 3600 HOUSTON TX 77057-3263	1335700010001	1340 W GRAY ST 77019	MULTI - FAMILY	19,179,417	23,974.27

MONTROSE DISTRICT WEST ZONE

October 2013					
TOP TEN ASSESSMENT PAYERS					
SHEPHERD INV LP 1800 POST OAK BLVD 6 BLVD PLACE STE 400 HOUSTON TX 77056	0442600000001	2075 WESTHEIMER RD 77098	SHOPPING CENTER	15,899,000	19,873.75
5020 INVESTMENTS LTD 5959 RICHMOND AVE STE 440 HOUSTON TX 77057-6325	0360240000003	5020 MONTROSE BLVD 77006	OFFICE BUILDING	15,725,000	19,656.25
WEINGARTEN REALTY INVESTORS 0591-001 P O BOX 924133 HOUSTON TX 77292-4133	0442250000173	2030 W GRAY ST 77019	SHOPPING CENTER	15,307,574	19,134.47

MONTROSE DISTRICT WEST ZONE

October 2013 TOP TEN DELINQUENT ACCOUNTS					
PROPERTY OWNER	ACCOUNT NO	SITUS	PROPERTY TYPE	ASSESSMENT YEAR(S)	ASSESSMENT
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
MCELROY 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
LEVEL HEADED CHOW LLC 4721 N MAIN ST STE Q HOUSTON TX 77009-4400	94 026 198 000 0005	3414 GRAUSTARK ST #8 77006	MULTI - FAMILY	2010 - 2012	1,945.21
EISEMANN MAUDE 5455 JOHN DREAPER DR HOUSTON TX 77056-4230	94 010 167 000 0030	1116 W GRAY ST 77019	COMMERCIAL VACANT	2010 - 2012	1,392.19
SILVERLAKE HOLDINGS PARTNERS 1964 W GRAY ST STE 204 HOUSTON TX 77019-4812	94 132 190 001 0001	1212 WAUGH DR 77019	COMMERCIAL	2012	1,303.79
LA FLORENTINA INC 2033 NORFOLK ST HOUSTON TX 77098-4225	94 052 264 000 0028	1612 COLQUITT ST #6 77006	MULTI - FAMILY	2010 - 2012	1,283.50
MAXIMILIAN SQUARE LLC 4444 ALTON RD MIAMI BEACH FL 33140-2851	94 056 122 000 0016	3910 MCDUFFIE ST #13 77098	MULTI - FAMILY	2012	894.89
HULDY LTD LLC 103 EASTWAY ST GALENA PARK TX 77547-2840	94 052 060 066 0004	2019 HULDY ST #6 77019	MULTI - FAMILY	2011 - 2012	848.16
U S FRIENDS INTERNATIONAL HOTEL MANAGEMENT 1517 WESTHEIMER RD HOUSTON TX 77006-3735	94 123 363 001 0001	1521 WESTHEIMER RD 77006	COMMERCIAL	2012	839.09
HOUSTON DISPLAY SIGN CO 9102 MAHONING DR HOUSTON TX 77074-2512	94 018 002 000 0001	1200 WESTHEIMER RD 77006	COMMERCIAL	2012	837.50

Harris County Improvement District No. 11
Lawsuit and Arbitration Status Summary as of 9/13/2013

Jur 939

Summary

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

Settled

485,693,707	Original value of Settled accounts as of 9/13/2013
148	Number of Settled accounts as of 9/13/2013
26,963,151	Reduction in value of Settled accounts
5.55%	Average % reduction in value of Settled accounts

Unsettled

252,439,294	Original value of Unsettled accounts as of 9/13/2013
57	Number of Unsettled accounts as of 9/13/2013

.125 Tax rate per \$100 valuation

\$17,518

 Estimated reduction in assessment on 57 Unsettled accounts,
based on **5.55%** average

PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.
DELINQUENT ASSESSMENT SUMMARY REPORT
MONTROSE DISTRICT
November 11, 2013

Amounts shown are 2012 base assessment unless indicated. Account numbers and addresses for Montrose District-West Zone are noted in *italics*.


Suit pending:

FAT Property LLC 10-12 assessments \$4,415.60, 502 W. Alabama St. 710 Colquitt St.-
0370400000001 0230700000012
Valerie & John McElroy 11-12 assessments \$1,961.36, *1223 Waugh Dr.-0591730000003*
Level Headed Chow LLC (was Charles L. & Siriluck Baird) 10-12 assessments \$1,945.21, *3414*
Graustark St.-0261980000005
Heirs of Maude Eisemann 10-12 assessments \$1,392.19, *1116 W. Gray St.-0101670000030*
La Florentina Inc. 10-12 assessments \$1,283.50, *1612 Colquitt St.-0522640000028*
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

Bankrupt, claim filed:

Diane Iannucci dba Sacred Heart Studio, Inc. \$372.97, 327 Westheimer Rd.-0041410000026

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



Carl O. Sandin

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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 District's monthly financial report, including pay invoices.



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Montrose Management District

Bookkeeper's Report

November 11, 2013

Montrose Management District
Cash Flow Report - Checking Account
As of November 11, 2013

Num	Name	Memo	Amount	Balance
BALANCE AS OF 10/15/2013				\$26,557.21
Receipts				
	Luncheon Sponsorships		4,000.00	
	Deposit		8.66	
	Wire Transfer		30,000.00	
	Wire Transfer		60,000.00	
Total Receipts				94,008.66
Disbursements				
3792	Bankcard Center	Credit Card Expenses	(2,841.29)	
3793	Victor Beserra	Security Expense	(440.87)	
3794	Tawny Tidwell	Social Media Consulting Services	(2,500.00)	
3795	Boss & Hughes	Coroplast Signs	(135.00)	
3796	5020 Investments Ltd	Office Lease Expense	(1,200.00)	
3797	Advanced Tracking Technologies, Inc.	Shadow Tracker Software	(79.90)	
3798	Blank Rome LLP	Legal Fees	(66.26)	
3799	Brittanie Shey Holland	Professional Writing Services	(125.00)	
3800	Dennis C. Beedon	Business Ambassador Program Services	(4,386.34)	
3801	Hawes Hill Calderon, LLP	Consulting & Admin Fee	(17,208.91)	
3802	Houston Arts Alliance	Syndication Services - Pmt 3 of 12	(250.00)	
3803	Houston Business Journal	Legal Notices	(1,806.00)	
3804	Kudela & Weinheimer	District Identity Marker	(430.59)	
3805	Magoo's Print Shop	Marketing Expenses	(79.40)	
3806	Marie Helens Cortes-Matte	Business Ambassador Program Services	(4,204.90)	
3807	Minuteman Press - Post Oak	Motor Vehicle Brochure	(1,369.10)	
3808	Neon Electric Corporation	Entrance Sign	(9,500.00)	
3809	Primer Grey	Website Maintenance	(2,000.00)	
3810	Stephanie Van Wagner	Parking Consulting Services	(50.00)	
3811	Walter P. Moore	West Montrose Mobility Study	(11,441.37)	
3812	Aaron M Day	Security Expense	(1,366.05)	
3813	Adalberto R Ramos	Security Expense	(1,846.43)	
3814	Brian M Alms	Security Expense	(930.88)	
3815	Chad J Wall	Security Expense	(419.44)	
3816	Chase Cormier	Security Expense	(777.10)	
3817	John E Obenhaus	Security Expense	(1,366.06)	
3818	Joseph C Mabasa	Security Expense	(2,044.94)	
3819	Juan Arroyo	Security Expense	(1,869.29)	
3820	Lee T Jaquarys	Security Expense	(2,016.15)	
3821	Leon Laureano	Security Expense	(1,488.42)	
3822	Mandy Arroyo	Security Expense	(1,545.00)	
3823	Ricardo Gonzales	Security Expense	(679.74)	
3824	Richard J Bass	Security Expense	(898.90)	
3825	Todd L. Thibodeaux	Security Expense	(1,284.11)	
3826	Victor Beserra	Security Expense / Coordinator Fee	(3,937.83)	
3827	Tawny Tidwell	Social Media Consulting Services	(2,500.00)	
3828	Gary B Mosley	Assessment Refund	(24.53)	
3829	Gary B. Mosley	Assessment Refund	(41.88)	
3830	Heim Lam Inc.	Assessment Refund	(129.60)	
3831	Brett Littell	Assessment Refund	(85.91)	
3832	Wells Fargo Bank, N.A.	Assessment Refund	(520.46)	
3833	Comcast	Office Expenses	(90.48)	
3834	e-Vision 1 Productions, LLC	MMD Video Archive	(2,700.00)	

Montrose Management District
Cash Flow Report - Checking Account
 As of November 11, 2013

Num	Name	Memo	Amount	Balance
Disbursements				
3835	Equi-Tax, Inc.	Tax Services	(1,374.34)	
3836	Greater East End Management District	Graffiti Abatement Services	(5,120.00)	
3837	Jacob Spatek	Parking Consulting Services	(50.00)	
3838	Lawrence & Associates	Economic Development	(1,000.00)	
3839	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(1,707.88)	
3840	Perdue Beardon, Fielder, Collins & Mort	Delinquent Tax Coll	(887.77)	
3841	Shooter and Lindsey, Inc.	Landscape Maintenance	(1,053.00)	
3842	Verizon Wireless	Cell Phone Expense	(80.08)	
3843	ASE Security Solutions, LLC	Mobile Camera Program	(1,945.00)	
3844	Bankcard Center	Credit Card Expenses	0.00	
Wire	Texas Workforce Commission	Quarterly SUTA Taxes	(17.43)	
Wire	United States Treasury	Monthly Payroll Taxes, October	(8,738.26)	
Total Disbursements				<u>(110,651.89)</u>
BALANCE AS OF 11/11/2013				<u><u>\$9,913.98</u></u>

Montrose Management District

Account Balances

As of November 11, 2013

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Certificates of Deposit					
ICON BANK (XXXX2931)	05/10/2013	11/06/2013	0.32 %	50,000.00	East Zone
ICON BANK (XXXX2832)	05/10/2013	11/06/2013	0.32 %	50,000.00	West Zone
GREEN BANK (XXXX0169)	07/15/2013	12/12/2013	0.25 %	50,000.00	East Zone
GREEN BANK (XXXX0143)	08/13/2013	02/10/2014	0.30 %	50,000.00	East Zone
GREEN BANK (XXXX0311)	09/10/2013	03/10/2014	0.30 %	50,000.00	East Zone
GREEN BANK (XXXX0210)	09/10/2013	03/20/2014	0.30 %	50,000.00	West Zone
POST OAK BANK (XXXX0889)	10/12/2013	04/10/2014	0.30 %	50,000.00	East Zone
POST OAK BANK (XXXX0897)	10/12/2013	04/10/2014	0.30 %	50,000.00	West Zone
Money Market Funds					
COMPASS BANK-PREMIER (XXXX2019)	03/20/2012		0.20 %	186,337.96	(East Zone) Tax
COMPASS BANK-PREMIER (XXXX2086)	03/20/2012		0.20 %	261,438.80	(West Zone) Tax
Checking Account(s)					
TRADITION BANK (XXXX9069)			0.25 %	9,913.98	Checking Account
Totals for Operating Fund:				\$857,690.74	
Grand total for Montrose Management District:				\$857,690.74	

Montrose Management District
Summary of Pledged Securities
As of November 11, 2013

Financial Institution: COMPASS BANK-PREMIER			
Total CDs, MM:	\$447,776.76	Collateral Security Required:	Yes
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File:	Yes
Total pledged securities:	\$705,773.87	Investment Policy Received:	Yes
Ratio of pledged securities to investments:	356.85 %		
Financial Institution: GREEN 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: POST OAK BANK			
Total CDs, MM:	\$100,000.00	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:	\$9,913.98	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
 October 2013

	Oct 13	Budget	\$ Over Budget	% of Budget	Jan - Oct 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Sources of Funds									
14110 - Assessments	653.68	1,253.00	(599.32)	52.17%	419,462.36	375,661.00	43,801.36	111.66%	424,319.00
14112 - Assessment Refunds	0.00	727.33	(727.33)	0.0%	57.13	7,273.34	(7,216.21)	0.79%	8,728.00
14310 - Penalties & Interest	172.27	833.33	(661.06)	20.67%	6,865.13	8,333.34	(1,468.21)	82.38%	10,000.00
14370 - Interest Earned on Temp. Invest	147.94	16.17	131.77	914.9%	672.25	161.66	510.59	415.84%	194.00
14380 - Interest	2.78	2.67	0.11	104.12%	21.44	26.66	(5.22)	80.42%	32.00
14390 - Ending FY 2012 Fund Balance	3,264.25	3,264.25	0.00	100.0%	32,642.50	32,642.50	0.00	100.0%	39,171.00
Total Sources of Funds	4,240.92	6,096.75	(1,855.83)	69.56%	459,720.81	424,098.50	35,622.31	108.4%	482,444.00
Uses of Funds									
Business Development									
16124 - Marketing & Public Rel Director	966.40	966.42	(0.02)	100.0%	9,664.00	9,664.16	(0.16)	100.0%	11,597.00
16125 - Marketing & Public Relations	7,267.46	7,397.33	(129.87)	98.24%	63,213.07	73,973.34	(10,760.27)	85.45%	88,768.00
16131 - Web Site Development	0.00	384.00	(384.00)	0.0%	0.00	3,840.00	(3,840.00)	0.0%	4,608.00
16135 - Economic Development Services	477.70	1,013.33	(535.63)	47.14%	4,013.24	10,133.34	(6,120.10)	39.6%	12,160.00
16140 - Web Site Main./Host/I.T.	0.00	160.00	(160.00)	0.0%	0.00	1,600.00	(1,600.00)	0.0%	1,920.00
16141 - GIS Services	156.44	320.00	(163.56)	48.89%	1,364.51	3,200.00	(1,835.49)	42.64%	3,840.00
Total Business Development	8,868.00	10,241.08	(1,373.08)	86.59%	78,254.82	102,410.84	(24,156.02)	76.41%	122,893.00
Mobility & Transportation									
17001 - Transportation Inv. Contract	0.00	1,066.67	(1,066.67)	0.0%	0.00	10,666.66	(10,666.66)	0.0%	12,800.00
17010 - Engineering Services	0.00	2,666.67	(2,666.67)	0.0%	0.00	26,666.66	(26,666.66)	0.0%	32,000.00
17030 - Mobility Projects	0.00	4,011.25	(4,011.25)	0.0%	11,051.27	40,112.50	(29,061.23)	27.55%	48,135.00
Total Mobility & Transportation	0.00	7,744.59	(7,744.59)	0.0%	11,051.27	77,445.82	(66,394.55)	14.27%	92,935.00
Project Staffing & Admin									
16150 - Admin & Management	673.90	668.58	5.32	100.8%	6,799.66	6,685.84	113.82	101.7%	8,023.00
16160 - Reimbursable Expenses	143.19	427.83	(284.64)	33.47%	996.42	4,278.34	(3,281.92)	23.29%	5,134.00
16170 - Reimbursable Mileage	193.58	133.75	59.83	144.73%	1,756.11	1,337.50	418.61	131.3%	1,605.00
16180 - Postage, Deliveries	21.10	34.75	(13.65)	60.72%	187.90	347.50	(159.60)	54.07%	417.00
16190 - Printing & Reproduction	86.03	187.17	(101.14)	45.96%	2,347.11	1,871.66	475.45	125.4%	2,246.00
16200 - Public Notices, Advertising	0.00	213.92	(213.92)	0.0%	526.19	2,139.16	(1,612.97)	24.6%	2,567.00
16210 - Project Management	1,251.52	1,260.75	(9.23)	99.27%	12,515.20	12,607.50	(92.30)	99.27%	15,129.00
16215 - Director Of Services	2,157.00	2,157.00	0.00	100.0%	21,570.00	21,370.00	0.00	100.0%	25,884.00
16220 - Legal Services	1,593.56	641.83	951.73	248.28%	46,246.06	6,418.34	39,827.72	720.53%	7,702.00
16250 - Bookkeeping	393.11	417.17	(24.06)	94.23%	4,996.75	4,171.66	825.09	119.78%	5,006.00
16260 - Assess Data Mgmt & Billing Svcs	439.79	588.33	(148.54)	74.75%	6,026.02	5,883.34	142.68	102.43%	7,060.00
16270 - Office Supplies	0.00	80.25	(80.25)	0.0%	0.00	802.50	(802.50)	0.0%	963.00
16280 - Other	1.93	16.08	(14.15)	12.0%	63.83	160.84	(97.01)	39.69%	193.00
16290 - Office Lease Space	387.93	417.17	(29.24)	92.99%	3,870.75	4,171.66	(300.91)	92.79%	5,006.00
16291 - Office Equipment	29.04	66.83	(37.79)	43.45%	294.86	668.34	(373.48)	44.12%	802.00
16340 - Auditing Fees	0.00	0.00	0.00	0.0%	3,555.25	3,530.00	25.25	100.72%	3,530.00

Montrose Management District
Revenue & Expenditures East Zone
October 2013

	<u>Oct 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jan - Oct 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
16530 - Insurance & Surety Bond	0.00	0.00	0.00	0.0%	2,769.07	4,849.00	(2,079.93)	57.11%	4,849.00
Total Project Staffing & Admin	7,371.68	7,311.41	60.27	100.82%	114,521.18	81,493.18	33,028.00	140.53%	96,116.00
Security and Public Safety									
15415 - Vehicle Maint. & Operations	513.73	266.67	247.06	192.65%	1,979.57	2,666.66	(687.09)	74.23%	3,200.00
15420 - Contract Public Safety Services	9,557.37	9,866.67	(309.30)	96.87%	92,164.73	98,666.66	(6,501.93)	93.41%	118,400.00
15425 - Mobile Camera Program	1,089.05	1,042.92	46.13	104.42%	11,089.68	10,429.16	660.52	106.33%	12,515.00
15430 - Cell Phone	133.58	48.00	85.58	278.29%	869.25	480.00	389.25	181.09%	576.00
16100 - Store Front Equipment	0.00	27.67	(27.67)	0.0%	0.00	276.66	(276.66)	0.0%	332.00
16102 - Public Safety Equipment	26.00	133.33	(107.33)	19.5%	217.78	1,333.34	(1,115.56)	16.33%	1,600.00
16110 - Graffiti Abatement	1,638.40	1,600.00	38.40	102.4%	17,885.82	16,000.00	1,885.82	111.79%	19,200.00
16115 - Nuisance Abatement	0.00	1,333.33	(1,333.33)	0.0%	0.00	13,333.34	(13,333.34)	0.0%	16,000.00
Total Security and Public Safety	12,958.13	14,318.59	(1,360.46)	90.5%	124,206.83	143,185.82	(18,978.99)	86.75%	171,823.00
Visual Improvements & Cultural									
16212 - Beautification Design & Install	0.00	9,715.17	(9,715.17)	0.0%	19,229.92	97,151.66	(77,921.74)	19.79%	116,582.00
16213 - Landscape Maintenance	1,053.00	1,250.00	(197.00)	84.24%	10,530.00	12,500.00	(1,970.00)	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%	29,759.92	109,651.66	(79,891.74)	27.14%	150,782.00
Total Uses	30,250.81	50,580.84	(20,330.03)	59.81%	357,794.02	514,187.32	(156,393.30)	69.58%	634,549.00
Net Ordinary Revenue	(26,009.89)	(44,484.09)	18,474.20	58.47%	101,926.79	(90,088.82)	192,015.61	(113.14%)	(152,105.00)
Planned Reserve	(26,009.89)	(44,484.09)	18,474.20	58.47%	101,926.79	(90,088.82)	192,015.61	(113.14%)	(152,105.00)

Montrose Management District
Revenue & Expenditures West Zone
October 2013

	<u>Oct 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jan - Oct 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
Sources of Funds									
14110-1 - Assessments.	2,239.32	4,614.62	(2,375.30)	48.53%	975,434.87	856,282.00	119,152.87	113.92%	888,245.00
14112-1 - Assessment Refunds.	0.00	1,522.67	(1,522.67)	0.0%	3,237.22	15,226.66	(11,989.44)	21.26%	18,272.00
14310-1 - Penalties & Interest.	571.19	1,250.00	(678.81)	45.7%	13,488.01	12,500.00	988.01	107.9%	15,000.00
14370-1 - Interest Earned on Temp. Inves	0.00	33.83	(33.83)	0.0%	381.59	338.34	43.25	112.78%	406.00
14380-1 - Interest.	5.88	5.67	0.21	103.7%	45.48	56.66	(11.18)	80.27%	68.00
14390-1 - Ending FY 2012 Fund Balance	6,833.25	6,833.25	0.00	100.0%	68,332.50	68,332.50	0.00	100.0%	81,999.00
Total Sources of Funds	9,649.64	14,260.04	(4,610.40)	67.67%	1,060,919.67	952,736.16	108,183.51	111.36%	1,003,990.00
Uses of Funds									
Business Development									
16124-1 - Marketing & Public Rel Dir	2,045.10	2,045.08	0.02	100.0%	20,451.00	20,450.84	0.16	100.0%	24,541.00
16125-1 - Marketing & Public Relation	14,396.04	15,719.33	(1,323.29)	91.58%	132,478.30	157,193.34	(24,715.04)	84.28%	188,632.00
16131-1 - Web Site Development.	0.00	816.00	(816.00)	0.0%	0.00	8,160.00	(8,160.00)	0.0%	9,792.00
16135-1 - Economic Development Service	1,012.30	2,153.33	(1,141.03)	47.01%	8,476.76	21,533.34	(13,056.58)	39.37%	25,840.00
16140-1 - Web Site Main./Host/I.T..	0.00	340.00	(340.00)	0.0%	0.00	3,400.00	(3,400.00)	0.0%	4,080.00
16141-1 - GIS Services.	331.06	680.00	(348.94)	48.69%	2,878.81	6,800.00	(3,921.19)	42.34%	8,160.00
Total Business Development	17,784.50	21,753.74	(3,969.24)	81.75%	164,284.87	217,537.52	(53,252.65)	75.52%	261,045.00
Mobility & Transportation									
17001-1 - Transportation Inv. Contract.	0.00	2,366.67	(2,366.67)	0.0%	0.00	22,666.66	(22,666.66)	0.0%	27,200.00
17010-1 - Engineering Services.	0.00	3,666.67	(3,666.67)	0.0%	0.00	56,666.66	(56,666.66)	0.0%	68,000.00
17030-1 - Mobility Projects.	0.00	8,488.75	(8,488.75)	0.0%	23,385.10	84,887.50	(61,502.40)	27.55%	101,865.00
Total Mobility & Transportation	0.00	16,422.09	(16,422.09)	0.0%	23,385.10	164,220.82	(140,835.72)	14.24%	197,065.00
Project Staffing & Admin									
16150-1 - Admin & Management	1,426.10	1,414.75	11.35	100.8%	14,389.36	14,147.50	241.86	101.71%	16,977.00
16160-1 - Reimbursable Expenses.	303.82	905.50	(601.68)	33.55%	1,618.03	9,055.00	(7,436.97)	17.87%	10,866.00
16170-1 - Reimbursable Mileage.	409.97	282.92	127.05	144.91%	4,001.07	2,829.16	1,171.91	141.42%	3,395.00
16180-1 - Postage, Deliveries	44.64	73.58	(28.94)	60.67%	372.42	735.84	(363.42)	50.61%	883.00
16190-1 - Printing & Reproduction	113.19	396.17	(282.98)	28.57%	4,677.97	3,961.66	716.31	118.08%	4,754.00
16200-1 - Public Notices, Advertising	0.00	452.75	(452.75)	0.0%	1,259.02	4,527.50	(3,268.48)	27.81%	5,433.00
16210-1 - Project Management	2,648.48	2,639.25	9.23	100.35%	26,484.80	26,392.50	92.30	100.35%	31,671.00
16215-1 - Director Of Services	4,564.67	4,564.67	0.00	100.0%	45,646.70	45,646.66	0.04	100.0%	54,776.00
16220-1 - Legal Services.	3,337.00	1,358.17	1,978.83	245.7%	96,333.49	13,581.66	82,751.83	799.29%	16,298.00
16230-1 - Bookkeeping.	831.89	882.83	(50.94)	94.23%	10,553.25	8,828.34	1,724.91	119.54%	10,594.00
16260-1 - Assess Data Mgmt & Billing Svc	934.55	1,245.00	(310.45)	75.00%	12,797.50	12,450.00	347.50	102.79%	14,940.00
16270-1 - Office Supplies.	0.00	169.75	(169.75)	0.0%	0.00	1,697.50	(1,697.50)	0.0%	2,037.00
16280-1 - Other.	4.07	33.92	(29.85)	12.0%	146.93	339.16	(192.23)	43.32%	407.00
16290-1 - Office Lease Space.	812.07	882.83	(70.76)	91.99%	8,129.25	8,828.34	(699.09)	92.08%	10,594.00
16291-1 - Office Equipment	61.44	141.30	(80.06)	43.42%	622.24	1,415.00	(792.76)	43.98%	1,698.00
16340-1 - Auditing Fees.	0.00	0.00	0.00	0.0%	7,544.75	7,470.00	74.75	101.0%	7,470.00

Montrose Management District
Revenue & Expenditures West Zone
October 2013

	<u>Oct 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jan - Oct 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
16530-1 - Insurance & Surety Bond.	0.00	0.00	0.00	0.0%	5,796.61	10,151.00	(4,354.39)	57.1%	10,151.00
Total Project Staffing & Admin	15,491.89	15,443.59	48.30	100.31%	240,373.39	172,056.82	68,316.57	139.71%	202,944.00
Security and Public Safety									
15415-1 - Vehicle Maint. & Operations.	1,091.66	566.67	524.99	192.65%	4,196.15	5,666.66	(1,470.51)	74.05%	6,800.00
15420-1 - Contract Public Safety Service	19,902.97	20,966.67	(1,063.70)	94.93%	194,113.78	209,666.66	(15,552.88)	92.58%	251,600.00
15425-1 - Mobile Camera Program.	2,293.45	2,207.08	86.37	103.91%	23,384.60	22,070.84	1,313.76	105.95%	26,485.00
15430-1 - Cell Phone.	282.68	102.00	180.68	277.14%	1,832.85	1,020.00	812.85	179.69%	1,224.00
16100-1 - Store Front Equipment.	0.00	55.67	(55.67)	0.0%	0.00	556.66	(556.66)	0.0%	668.00
16102-1 - Public Safety Equipment.	54.08	283.33	(229.25)	19.09%	453.33	2,833.34	(2,380.01)	16.0%	3,400.00
16110-1 - Graffiti Abatement.	3,481.60	3,400.00	81.60	102.4%	37,794.18	34,000.00	3,794.18	111.16%	40,800.00
16115-1 - Nuisance Abatement.	0.00	2,833.33	(2,833.33)	0.0%	0.00	28,333.34	(28,333.34)	0.0%	34,000.00
Total Security and Public Safety	27,106.44	30,414.75	(3,308.31)	89.12%	261,774.89	304,147.50	(42,372.61)	86.07%	364,977.00
Visual Improvements & Cultural									
16212-1 - Identification Design & Install	0.00	20,644.83	(20,644.83)	0.0%	40,696.58	206,448.34	(165,751.76)	19.71%	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%	40,696.58	206,448.34	(165,751.76)	19.71%	288,538.00
Total Uses	60,582.83	104,679.00	(44,296.17)	57.68%	730,514.83	1,064,411.00	(333,896.17)	68.63%	1,314,569.00
Net Ordinary Revenue	(50,733.19)	(90,418.96)	39,685.77	56.11%	330,404.84	(111,674.84)	442,079.68	(295.86%)	(310,579.00)
Planned Reserves	(50,733.19)	(90,418.96)	39,685.77	56.11%	330,404.84	(111,674.84)	442,079.68	(295.86%)	(310,579.00)

Monrovia Management District
Revenue & Expenditures Total Zone
October 2013

	Oct 13	Budget	\$ Over Budget	% of Budget	Jan - Oct 13	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Sources of Funds									
16100-1 - Assessments	2,299.32	4,614.62	(2,315.30)	49.81%	975,434.87	856,282.00	119,152.87	113.92%	888,340.00
16100 - Assessments	653.68	1,253.00	(599.32)	52.17%	419,462.36	373,651.00	45,801.36	111.04%	424,319.00
16102-1 - Assessment Refunds	0.00	1,532.67	(1,532.67)	0.00%	3,237.22	15,226.66	(11,989.44)	21.26%	16,272.00
16102 - Assessment Refunds	0.00	727.33	(727.33)	0.00%	57.13	3,273.34	(3,216.21)	0.79%	6,728.00
16300-1 - Penalties & Interest	571.19	1,250.00	(678.81)	45.74%	33,686.61	13,500.00	198.61	107.9%	13,000.00
16300 - Penalties & Interest	172.27	853.33	(681.06)	20.07%	6,865.13	8,553.34	(1,688.21)	82.38%	10,000.00
16370-1 - Interest Based on Temp. Taxes	0.00	33.83	(33.83)	0.00%	381.59	338.34	43.25	112.78%	406.00
16370 - Interest Based on Temp. Taxes	147.34	16.47	131.77	794.9%	672.25	161.66	510.59	415.84%	354.00
16380-1 - Interest	5.88	5.67	0.21	103.7%	45.48	56.66	(11.18)	89.27%	68.00
16380 - Interest	2.78	2.67	0.11	104.12%	21.44	26.66	(5.22)	80.42%	32.00
16990-1 - Ending FY 2012 Fund Balance	6,813.25	6,813.25	0.00	100.0%	68,312.50	68,312.50	0.00	100.0%	81,799.00
16990 - Ending FY 2012 Fund Balance	3,264.25	3,264.25	0.00	100.0%	32,642.50	32,642.50	0.00	100.0%	39,171.00
Total Sources of Funds	13,890.56	20,356.75	(6,466.19)	68.34%	1,330,640.48	1,376,854.66	(46,214.18)	110.45%	1,430,434.00
Uses of Funds									
Business Development									
16124-1 - Marketing & Public Rel Dir	2,045.33	2,045.08	0.25	100.0%	20,451.00	20,450.84	0.16	100.0%	24,541.00
16124 - Marketing & Public Rel Director	964.42	964.42	(0.00)	100.0%	9,644.00	9,644.18	(0.18)	100.0%	11,357.00
16125-1 - Marketing & Public Relations	14,716.04	15,719.33	(1,003.29)	93.58%	132,478.30	157,193.34	(24,715.04)	84.29%	188,632.00
16125 - Marketing & Public Relations	7,367.66	7,319.33	48.33	99.34%	63,213.07	73,913.34	(10,700.27)	85.45%	88,718.00
16131-1 - Web Site Development	0.00	856.00	(856.00)	0.00%	0.00	8,186.00	(8,186.00)	0.00%	9,792.00
16131 - Web Site Development	0.00	384.00	(384.00)	0.00%	0.00	3,840.00	(3,840.00)	0.00%	4,608.00
16133-1 - Economic Development Service	1,012.30	2,153.33	(1,141.03)	47.01%	8,476.76	21,533.34	(13,056.58)	39.37%	25,840.00
16133 - Economic Development Services	477.70	1,053.33	(575.63)	47.14%	4,613.34	10,133.34	(5,520.00)	39.4%	12,160.00
16140-1 - Web Site Maint./Host/L.T.	0.00	340.00	(340.00)	0.00%	0.00	3,400.00	(3,400.00)	0.00%	4,080.00
16140 - Web Site Maint./Host/L.T.	0.00	160.00	(160.00)	0.00%	0.00	1,600.00	(1,600.00)	0.00%	1,920.00
16141-1 - GIS Services	331.00	680.00	(349.00)	48.67%	2,678.81	6,800.00	(4,121.19)	42.34%	8,360.00
16141 - GIS Services	156.44	320.00	(163.56)	48.89%	1,364.51	3,200.00	(1,835.49)	42.64%	3,840.00
Total Business Development	28,652.50	31,994.82	(3,342.32)	89.5%	242,539.67	319,948.34	(77,408.67)	75.81%	383,938.00
Mobility & Transportation									
17001-1 - Transportation Tax, Contracts	0.00	2,666.67	(2,666.67)	0.00%	0.00	22,666.66	(22,666.66)	0.00%	27,000.00
17001 - Transportation Tax, Contracts	0.00	1,666.67	(1,666.67)	0.00%	0.00	10,666.66	(10,666.66)	0.00%	13,000.00
17010-1 - Engineering Services	0.00	5,666.67	(5,666.67)	0.00%	0.00	56,666.66	(56,666.66)	0.00%	68,000.00
17010 - Engineering Services	0.00	2,666.67	(2,666.67)	0.00%	0.00	26,666.66	(26,666.66)	0.00%	32,000.00
17030-1 - Mobility Projects	0.00	8,488.75	(8,488.75)	0.00%	23,365.10	84,887.50	(61,522.40)	27.50%	101,865.00
17030 - Mobility Projects	0.00	4,211.25	(4,211.25)	0.00%	11,651.27	48,112.50	(36,461.23)	27.55%	48,195.00
Total Mobility & Transportation	0.00	24,544.68	(24,544.68)	0.00%	24,436.17	247,666.64	(223,230.47)	14.30%	280,000.00
Project Staffing & Admin									
16120-1 - Admin & Management	1,426.10	1,414.75	11.35	100.8%	14,289.36	14,147.50	141.86	101.71%	16,977.00
16120 - Admin & Management	673.00	668.58	4.42	100.6%	6,799.66	6,685.84	113.82	101.7%	8,023.00
16140-1 - Reimbursable Expenses	203.82	995.50	(791.68)	33.50%	1,818.03	9,055.00	(7,236.97)	17.87%	10,866.00
16140 - Reimbursable Expenses	143.89	427.83	(283.94)	33.47%	996.42	4,278.54	(3,282.12)	23.75%	5,134.00
16170-1 - Reimbursable Mktg.	408.97	282.02	126.95	144.69%	4,801.07	3,829.18	971.89	141.42%	3,395.00
16170 - Reimbursable Mktg	155.58	133.75	21.83	144.73%	1,756.11	1,337.50	418.61	131.3%	1,605.00
16180-1 - Postage, Deliveries	44.64	73.58	(28.94)	60.67%	372.42	735.84	(363.42)	50.61%	883.00
16180 - Postage, Deliveries	21.39	34.75	(13.36)	60.72%	187.90	347.50	(159.60)	54.07%	417.00
16190-1 - Printing & Reproduction	113.99	396.17	(282.18)	28.57%	4,677.97	3,916.66	761.31	118.98%	4,754.00
16190 - Printing & Reproduction	86.05	187.17	(101.12)	45.90%	2,347.11	1,871.66	475.45	125.4%	2,246.00
16200-1 - Public Notices, Advertising	0.00	432.75	(432.75)	0.00%	1,259.00	4,327.50	(3,068.50)	27.81%	5,433.00
16200 - Public Notices, Advertising	0.00	211.92	(211.92)	0.00%	528.19	2,179.14	(1,650.95)	54.6%	2,567.00
16120-1 - Project Management	2,648.48	2,609.25	39.23	101.5%	26,484.80	26,102.50	382.30	101.35%	31,671.00
16120 - Project Management	1,251.52	1,260.75	(9.23)	99.27%	12,515.30	12,609.30	(94.00)	99.27%	15,129.00
16210-1 - Director Of Services	4,564.67	4,564.67	0.00	100.0%	45,646.70	45,646.66	0.04	100.0%	54,776.00
16210 - Director Of Services	2,157.00	2,157.00	0.00	100.0%	21,570.00	21,570.00	0.00	100.0%	25,884.00

Montrose Management District
Revenue & Expenditures Total Zone
October 2013

	<u>Oct 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Jan - Oct 13</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
1620-1 - Legal Services	3,337.00	1,258.17	1,978.83	245.71%	94,333.49	13,341.44	80,992.05	709.29%	16,258.00
1620 - Legal Services	1,593.56	441.85	1,151.73	248.28%	40,346.06	5,418.34	34,927.72	720.53%	7,702.00
1625-1 - Bookkeeping	831.89	882.83	(50.94)	94.23%	10,553.25	8,828.34	1,724.91	195.54%	10,594.00
1625 - Bookkeeping	393.11	417.17	(24.06)	94.23%	4,954.75	4,171.66	825.09	197.78%	5,036.00
1626-1 - Axxess Data Mgmt & Billing Inv	934.55	1,245.00	(310.45)	75.06%	12,797.30	12,450.00	347.30	982.79%	14,840.00
1626 - Axxess Data Mgmt & Billing Inv	430.79	588.33	(157.54)	74.71%	5,826.02	5,883.34	(57.32)	989.43%	7,060.00
1627-1 - Office Supplies	0.00	169.75	(169.75)	0.0%	0.00	1,497.50	(1,497.50)	0.0%	2,037.00
1628 - Office Supplies	0.00	60.25	(60.25)	0.0%	0.00	802.50	(802.50)	0.0%	963.00
1628-1 - Office	4.02	33.92	(29.90)	12.0%	146.93	338.14	(191.21)	43.32%	407.00
1628 - Other	1.53	16.08	(14.55)	12.0%	63.83	145.84	(97.01)	39.69%	193.00
1629-1 - Office Lease Space	812.09	882.83	(70.74)	91.99%	8,129.15	8,828.34	(699.19)	92.08%	10,594.00
1629 - Office Lease Space	387.53	417.17	(29.64)	92.89%	3,879.79	4,171.66	(291.87)	92.79%	5,006.00
1629-1 - Office Equipment	61.44	141.50	(80.06)	43.42%	622.24	1,415.00	(792.76)	43.98%	1,688.00
1629 - Office Equipment	29.54	66.83	(37.29)	43.42%	294.86	648.34	(353.48)	44.12%	802.00
1630-1 - Auditing Fees	0.00	0.00	0.00	0.0%	7,544.73	7,470.00	74.73	101.0%	7,470.00
1630 - Auditing Fees	0.00	0.00	0.00	0.0%	3,505.25	3,530.00	25.25	100.72%	3,530.00
1631-1 - Insurance & Surety Bond	0.00	0.00	0.00	0.0%	5,796.41	10,151.00	(4,354.59)	57.1%	10,151.00
1631 - Insurance & Surety Bond	0.00	0.00	0.00	0.0%	2,705.07	4,849.00	(2,143.93)	57.11%	4,849.00
1632 - Payroll Expenses	2,180.14	3,300.00	(1,119.86)	66.41%	22,444.45	33,000.00	(10,555.55)	70.14%	38,400.00
Total Project Staffing & Admin	25,752.71	25,595.00	(157.71)	96.52%	177,339.02	285,550.00	(108,210.98)	132.13%	337,460.00
Security and Public Safety									
1641-1 - Vehicle Maintenance & Operations	1,091.66	560.67	530.99	192.65%	4,795.15	3,444.66	(1,350.49)	74.05%	6,800.00
1641 - Vehicle Maintenance & Operations	513.73	266.67	247.06	192.65%	1,979.32	2,666.66	(687.34)	74.23%	3,200.00
1642-1 - Contract Public Safety Service	19,992.97	20,966.67	(1,063.70)	94.93%	194,113.78	207,444.66	(13,330.88)	92.58%	251,600.00
1642 - Contract Public Safety Service	9,557.37	9,866.67	(309.30)	96.87%	92,814.73	98,644.66	(5,829.93)	93.41%	118,400.00
1643-1 - Mobile Camera Program	2,270.43	2,207.08	63.35	103.31%	23,384.60	22,078.84	1,305.76	105.95%	26,485.00
1643 - Mobile Camera Program	1,095.05	1,042.52	52.53	104.42%	11,089.48	10,425.16	664.32	106.33%	12,515.00
1643-1 - Cell Phone	283.68	102.00	181.68	277.14%	1,832.85	1,020.00	812.85	179.60%	1,324.00
1643 - Cell Phone	133.38	48.00	85.38	218.29%	869.25	480.00	389.25	181.09%	576.00
1644-1 - Street Front Equipments	0.00	55.67	(55.67)	0.0%	0.00	556.66	(556.66)	0.0%	668.00
1644 - Street Front Equipments	0.00	27.67	(27.67)	0.0%	0.00	276.66	(276.66)	0.0%	332.00
1645-1 - Public Safety Equipment	14.04	283.33	(269.29)	5.00%	453.33	2,813.34	(2,360.01)	16.0%	3,400.00
1645 - Public Safety Equipment	20.00	133.33	(113.33)	15.0%	217.78	1,333.34	(1,115.56)	16.33%	1,600.00
1646-1 - Graffiti Abatement	3,481.69	3,400.00	81.69	102.4%	37,794.18	34,000.00	3,794.18	111.16%	40,800.00
1646 - Graffiti Abatement	1,638.49	1,600.00	38.49	102.4%	17,885.82	16,000.00	1,885.82	111.79%	19,200.00
1647-1 - Nuisance Abatement	0.00	2,833.33	(2,833.33)	0.0%	0.00	28,333.34	(28,333.34)	0.0%	34,000.00
1647 - Nuisance Abatement	0.00	1,333.33	(1,333.33)	0.0%	0.00	13,333.34	(13,333.34)	0.0%	16,000.00
Total Security and Public Safety	40,964.57	44,733.34	(3,768.77)	89.34%	383,581.72	447,351.22	(63,769.50)	86.20%	536,800.00
Visual Improvements & Cultural									
1621-1 - Identification Design & Install	0.00	20,444.83	(20,444.83)	0.0%	40,476.58	206,448.34	(165,971.76)	19.71%	247,738.00
1621 - Identification Design & Install	0.00	9,715.17	(9,715.17)	0.0%	19,229.92	97,151.66	(77,921.74)	19.79%	116,382.00
1621-1 - Landscape Maintenance	1,053.00	1,250.00	(197.00)	84.24%	10,530.00	12,500.00	(1,970.00)	84.24%	15,000.00
1621 - Holiday Design & Install	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	40,800.00
1621 - Holiday Design & Install	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	10,200.00
Total Visual Improvements & Cultural	1,053.00	21,694.83	(20,641.83)	3.33%	70,456.58	316,100.00	(245,643.42)	22.29%	439,120.00
1641-1 - Collection Expense - West Zone	676.48				7,563.53				
Total Zone	93,502.26	158,493.84	(64,991.58)	59.01%	1,118,116.83	1,610,388.32	(492,271.49)	69.42%	1,967,318.00
Net Ordinary Revenue	(79,611.78)	(128,140.00)	58,491.31	57.43%	402,523.65	(233,763.60)	636,287.25	(372.19%)	(501,084.00)
Other Revenues/Expenditures									
Other Revenue									
70000 - Assigned Operating Surplus	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	914,204.00
Total Other Revenue	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	914,204.00

Manrose Management District
Revenue & Expenditures Total Zone
October 2013

Oct 13	Budget	% Over Budget	% of Budget	Jan - Oct 13	YTD Budget	% Over Budget	% of Budget	Annual Budget
0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	914,204.00
(79,411.76)	(138,431.60)	16.4%	17.6%	482,573.65	(211,561.60)	84,292.31	172.17%	413,120.00

Net Other Revenue

Planned Reserve

Dennis C Beeson
2100 Memorial Apt 404
Houston Texas 77061

INVOICE

Monroe County
3022 Memorial Blvd
Suite 311
Houston Texas 77066

Invoice # 0112013
Invoice Date 11/01/2013
Due Date 11/30/2013

Item	Description	Unit Price	Quantity	Amount
Service	Business Ambassador Contract Agreement	1400.00	1.00	1,400.00
<p>NOTES: Market Research Survey Information gathered via Survey Formlet by day to day visits to Monroe Business locations</p>				
				
Subtotal				1,400.00
Total				1,400.00
Amount Paid				0.00
Balance Due				\$1,400.00

POSTED
CASH

http://www.aptax.com/onlineform.php

01/13/2013

INVOICE
122013

Dennis C Beeson
2100 Memorial Apt 404
Houston Texas 77061

Monroe County
3022 Memorial Blvd
Suite 311
Houston Texas 77066

Invoice Date 12/01/2013
Due Date 12/31/2013

Item	Description	Unit Price	Quantity	Amount
Service	Business Ambassador Contract Agreement	1400.00	1.00	1,400.00
<p>NOTES: Market Research Survey Information gathered by day to day visits to Monroe Business locations</p>				
				
Subtotal				1,400.00
Total				1,400.00
Amount Paid				0.00
Balance Due				\$1,400.00

POSTED
CASH

12/20/13

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DATE	DESCRIPTION	AMOUNT
01/01/2013	Professional Consulting, Project Management & Administrative & Mgmt., Marketing & PR Mgmt., Business Mgmt., October 2012	\$11,750.17
10/01/2013	Administrative expenses as follows:	
10/01/2013	Stamps - County Clerk 10/14/2013	\$9.00
10/01/2013	City of Houston 1st of Service	\$0.11
10/01/2013	Travel - 10/01 - 10/15, 2013	\$40.41
10/01/2013	Travel - 10/01 - 10/15, 2013	\$114.97
10/01/2013	Travel - 10/01 - 10/15, 2013	\$49.38
10/01/2013	Travel - 10/01 - 10/15, 2013	\$146.08
10/01/2013	Travel - 10/01 - 10/15, 2013	\$244.08
10/01/2013	City Mapping, P. Horton	\$202.50
10/01/2013	City Mapping, P. Horton	\$251.00
10/01/2013	1st Service copies 2012 @ 17 each + 20 each @ \$1.00 each	\$44.43
10/01/2013	1st Service postage	\$1.13
10/01/2013	1st Service color copies 746 @ .90 each	\$671.80
Total Due		\$11,750.17
Total Received		\$11,750.17
Amount Applied		\$0.00
Balance Due		\$11,750.17

Form: C.G.D.

Houston Arts Alliance
3201 Allen Parkway, Suite 250
Houston, Texas 77019
Phone 713-527-0200 Fax 713-439-0200

INVOICE

Invoice# JAH040040-8 12-1
DATE: AUGUST 11, 2013

TO:
DREYERSON LAMSON
DIRECTOR OF MARKETING
Montrose Management District
424 Westwood Mall
3600 Long Point Road, Suite 100
Houston, TX 77056
RE: ADVERTISING INDICATION

FROM:
Synapse Services August 12th, 2013 through August 12, 2014

DESCRIPTION	AMOUNT
Annual Additional Syndication License Fee for August 2013 (77000, 77000, 77000)	\$ 1,000.00
* May be modified to include up to five additional zip codes throughout the year, at per agreement.	
monthly payment	
10/1/13	
12/1/13	
12/1/14	
TOTAL	\$ 1,000.00

POSTED
10/1/13

Note: All checks payable to Houston Arts Alliance.
Payment may be distributed weekly or in monthly installments, at per agreement.
If you have any questions concerning this invoice, contact Reginald French, Chief Operating Officer: 713-527-0200

Thank you for your business!

HOUSTON BUSINESS JOURNAL

One Montrose Road
Suite 1700
Houston, TX 77056
713-555-8811

Invoice Number: 27739
Customer Number: A-145432

Advertising Invoice

Bracewell & Gustin LLP
711 Louisiana Street, Suite 2300
Houston, TX 77002-2770
USA

Advertising Customer: Bracewell & Gustin LLP

Issue Date: 10/1/2013	Invoice Date: 10/1/2013	PO Number:
Sales Rep: Melissa Francis	Terms: Net Due 30 Days	East Montrose
1 Large Notice - 2 x 5.25 Column width - Open Rate - Classified OK		

POSTED
10/1/13

Amount Due: \$803.30

REMIT TO:

Houston Business Journal
PO Box 840755
Dallas, TX 75284-4755

Please detach and return with payment. Any questions please contact
Alex French at 713-555-9544 or french@hbjournals.com

Customer Number: A-145432
Invoice Number: 27739

Amount Due: \$803.30

HOUSTON BUSINESS JOURNAL

One Montrose Road
Suite 1700
Houston, TX 77056
713-555-8811

Invoice Number: 27740
Customer Number: A-145432

Advertising Invoice

Bracewell & Gustin LLP
711 Louisiana Street, Suite 2300
Houston, TX 77002-2770
USA

Advertising Customer: Bracewell & Gustin LLP

Issue Date: 10/1/2013	Invoice Date: 10/1/2013	PO Number:
Sales Rep: Melissa Francis	Terms: Net Due 30 Days	West Montrose
1 Large Notice - 2 x 5.25 Column width - Open Rate - Classified OK		

POSTED
10/1/13

Amount Due: \$803.30

REMIT TO:

Houston Business Journal
PO Box 840755
Dallas, TX 75284-4755

Please detach and return with payment. Any questions please contact
Alex French at 713-555-9544 or french@hbjournals.com

Customer Number: A-145432
Invoice Number: 27740

Amount Due: \$803.30

7111 Old Katy Road, Suite 270
Houston, Texas 77054
713-555-8811
713-555-3000 (fax)
www.hbjournals.com

Joel Hovell
Montrose District
c/o Hovell H&B Builders, LLP
P.O. Box 22157
Houston, TX 77227-2157

Invoice #: 1988
Invoice Date: 10/1/2013
Billing Period: 9/1/2013 - 9/30/2013
Project #: 987654321
Project Name: Montrose District - District
Walter Hovell

INVOICE

Phase	Contract Amount	% Complete	Prior Billing	This Invoice
Schematic Design	\$4,000.00	100%	\$4,000.00	\$0.00
Construction Documentation	\$14,353.00	98%	\$13,935.36	\$417.64
Construction Administration	\$4,157.00	0%	\$0.00	\$0.00
	\$22,510.00		\$17,935.36	\$4,574.64
Total Amount Due This Invoice:				\$4,574.64

POSTED
10/1/13

PAYMENTS OUTSTANDING

Invoice #	Invoice Date	Fee	Expenses	Paid to Date	Balance Due
1988	9/1/2013	\$717.68	\$0.00	\$0.00	\$717.68
1987	8/1/2013	\$1,145.24	\$0.00	\$0.00	\$1,145.24
		\$1,862.92	\$0.00	\$0.00	

Total Paid Due Amount: \$1,862.92

Total Current + Paid Due Amount: \$2,296.48

RECEIVED
OCT 29 2013
Municipal Accounts
& Consulting

Thank You!



INVOICE for email

Date	Invoice #
10/29/2013	13-10086

Bill To:

Montrose District
 "Excel Service"
 PO Box 32167
 Houston, TX 77066

INVOICE

INVOICE # 012
 DATE: 10/29/13

Marie Helene Corne-Matte
 15414 Diana Lane
 Houston, Texas 77062
 Phone: (832) 388-6218

Bill To:
 Name: Montrose District Long
 Address: 5020 Montrose Ste. 311
 City, State ZIP: Houston, Texas 77006
 Phone: (832) 388-6218

For: December 2013 Business Ambassador Program
 Services

P.O. Number	Customer Contact	Rep	Account #	Terms
	Business Address			Net 10 Days
90-00	1000 each	Business Cards - 11x5.5		75.00
Shipping	1 each	UPS Shipping		7.40
Total				\$79.40

DESCRIPTION	AMOUNT
Description of services provided: *Visit Montrose Business and fill out surveys *Attend weekly & monthly meetings for Montrose District as needed *Help organize Montrose Mixer as needed (set up & clean up from 5 pm-8 pm) *Drop off and pick up materials as needed *Attend Recycling Committee Meetings, as needed *Attend events at Montrose area businesses as needed *Pass News Letters and Postcards for events *5 hrs. per week of office work (organizing data, writing reports and sending emails)	\$2,400
TOTAL	\$2,400

MAGOO'S PrintShop, Inc. * Certified ISO 9001 / 14001
 18637 West Hardy, Suite 2 * Houston, Texas 77060 * magoosprintshop.com
 281-875-5000 * Fax 281-875-8068 * Toll Free 888-886-0922 * Toll Free Fax 888-886-0922

Marie Helene Corne-Matte
 15414 Diana Lane
 Houston, Texas 77062
 Phone: (832) 388-6218

INVOICE

INVOICE # 011
 DATE: 10/29/13

Bill To:
 Name: Montrose District Long
 Address: 5020 Montrose Ste. 311
 City, State ZIP: Houston, Texas 77006
 Phone: (832) 388-6218

For: November 2013 Business Ambassador Program
 Services

Invoice Total		October 11, 2013	Montrose District		Net 10 Days	Net 10 Days
Date	Description	Quantity	Unit Price	Total	Net	Percent
1-001	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-002	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-003	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-004	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-005	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-006	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-007	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-008	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-009	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-010	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-011	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-012	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-013	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-014	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-015	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
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1-017	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
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1-019	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
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1-022	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
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1-028	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
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1-030	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
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1-148	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-149	1000 Business Cards 11x5.5	1000	0.075	75.00	75.00	100.00
1-150	1000 Business Cards 11x5.5	1000	0.075	75.00		

www.priorities.com

Minjuman Press • Post Office
50 S. Briar Station Lane, Suite 180 West
Houston, TX 77027
713.623.0703 / Fax 713.623.4296
e-mail: info@minjumanpress.com

Invoice Number:	118028
Invoice Date:	10/14/2014

Bill Yu Monroe District
Monroe District
5002 Monroe Blvd, Suite 301
Houston TX 77006

Ship To: Monroe District
Greesham Larson
5020 Monroe Blvd. Suite 201
Houston TX 77008

THANK YOU! THANK YOU! THANK YOU!
We appreciate your business from the bottom of our hearts!

Description	Price
2,150 Holiday Decor/Mixers Post Card (Job 31899)	\$227.00
2,139 Mail Service (Job 31900)	\$221.84
2,139 Postage (Job 31901)	\$620.31
Sub Total	\$1,069.15
Invoice Total	\$1,349.19
Balance Due	\$1,349.19

POSTED
11-19-87

RECEIVED

Municipal Accounts
& Consulting

Terms: 90% (approx), 0.000

Make check payable to MINUTEMAN PRESS - POST OAK.
Please remit to 4712 San Felipe Rd., PWB #046, Houston, TX 77057-2903

[illegible]

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

1

Continued from page 10

Business Management Division
P.O. Box 22487
Houston, Texas 77227
Attention: Bill Caldwell

West Electric Corporation
11111 Louisa Road
Houston, Texas 77066

CONTRACTORS APPLICATION FOR PAYMENT

1. Original Contract Amount	\$	4,500.00
2. Net change to Change Orders	\$	0.00
3. CONTRACT SUB TO DATE	\$	4,500.00
4. TOTAL COMPLETED & FORWARDED TO BAYE (Column 3 on 1/1/01)	\$	4,500.00
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	225.00
(Column 5 on 1/1/01)		
b. <u>0</u> % of Stored Materials	\$	
(Column 7 on 1/1/01)		
Total Retainage (Line 5a-b) or total in Column 5 on 1/1/01	\$	225.00
6. TOTAL (PAID) LESS RETAINAGE	\$	4,275.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	0.00
(Line 6 Minus prior Certificates)		
8. CURRENT PAYMENT DUE	\$	4,275.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	0.00
(Line 7 less Line 8)		

Program Project Summary	APPROVAL	BUDGET CODE
Total charges approved in previous months to June	\$	\$ 0.0
Total approved this month	\$ 0.00	\$ 0.0
TOTAL	\$ 0.00	\$ 0.0
NOTE: Charges MAY be Disbursed Online	\$ 0.00	

Recommended for Festivals

Systems & Maintenance
1155 Oil Katy Road, Suite 270
Houston, Texas 77054

By: _____
Date: 1/1/2011

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POSTER
14-308

From: Polimer Group, Inc.
2118 Cedar St.
Unit C
Houston, TX 77002

Issue ID	1792
Issue Date	12/25/2013
Due Date	12/30/2013
Subject	Monthly Mail Maintenance, General, and Email Features

© 2004 Swiss Re
 Corporate Management
 Division

Type	Description	Quantity	Unit Price	Amount
Expense	Monthly Rent	1.00	\$2,000.00	\$2,000.00
			Amount Due	\$2,000.00

POSTED
4/2/2014

INVOICE

INVOICE # 0115
DATE: 11/29/13

Stephanie vanVogner
1740 W. Main St.
Houston, Texas 77066
Phone: 713-819-8410

Bill To :
Name: Montrose District Long
Address: 5020 Montrose Ste. 211
City, State ZIP: Houston, Texas 77006
Phone: (832) 368-8219

For:
October 2013: HES Recycling Event

DESCRIPTION	AMOUNT
<p>Description of services provided:</p> <p>*Direct traffic at HEB Recycling event on 10/26/13</p>	\$50
<p>Name of client: Location: H-E-B Recycling Center If you have any questions, contacting the office: Contact: Stephanie Cantelmo E-Mail: stephanie.cantelmo@hewlett.com Phone: 713.413.8813</p>	
TOTAL	\$50

Rec 10.25.13

Invoice # : 100001010
Project : infrastructure
Project Name : Network Management Center
Special Pricing : no
Invoice Group : -
Invoice Date : 20070701

Fig. 1. Diagram of the experimental design.

Total Project Fee Authorized	\$7,800.00
Percent Completed as of 12/31/2012	25.00
Fee Earned To Date	14,250.00
Less Previous Billings	2,800.00
Current Billing Amount	11,450.00
Amount Due This Invoice	11,450.00

OK to pay
me

For questions regarding this invoice, please contact Lynell Union
Toll-free: 1-800-368-6868 or email: Lynell@lynellunion.com

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CL 47811

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OCT 29 2011
Municipal Accounts
& Computing

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Rec
10-25-13
PL

Invoice #: 1000001110
 Project: Project 1000001110
 Project Name: Microsoft Management's Office
 Invoice Number: 1000001110

Invoice Group : 11
Invoice Date : 02/07/2013

Free Professional Services Provided Forough: 6/26/2013

Regular Expenses	\$ 0.00	
	Time Expenses	\$ 0.00
	Current Invoice	0.00
Use Fee	\$ 0.00-00	
Price Billing	0.00	
Total Available	\$ 0.00-00	
	Total this Invoice	0.00
	Amount Due this Invoice	0.00

Ok to buy
for

For questions regarding this article, please contact Lyndi Linton, lyndi@lintonlaw.com. This article does not constitute an offer of legal services.

POSTER
CODE 9111

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OCT 29 2013
Municipal Accounts
& Consulting

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John M. Hale

Working 4 : **Working**
 Project : **Non-Profit**
 Project Name : **working for social improvement**

Invoice Group: 00
Invoice Date: 01/01/2014

For Podiatry Services, Referred through: 979-9943

Supplies Expense	\$6.72	
	Rental Expenses	\$6.72
	Current Income	\$6.72
Net Profit	\$,000.00	
Price Realization	\$6.72	
Total Available	\$,000.00	
	Total this income	\$6.72
	Amount Due This Income	\$6.72

For questions regarding this module, please contact Lawrence Berg
Telephone: 712-405-1300 Email: lberg@mtu.edu

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Municipal Accounts
& Consulting

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Officer Payroll Report

[illegible]

POSTER

November 14, 2013





Equi-Tax Inc.
All Valorem Tax Assessors / Collectors

www.equitaxinc.com

17111 Rolling Creek Drive, Suite 200, Houston, Texas 77060
P.O. Box 72106, Houston, Texas 77273
Customer Service: 281.444.3945 Fax: 281.444.8304

DATE: 10/02/2013

LITTELL, BRADY
4500 MONTROSE BLVD STE 3
HOUSTON TX 77006-5842

TRF 10 & 11A BLD 1
BOSSMONT

4500 MONTROSE BLVD 3

MONTROSE NO EAST

ACCOUNT NUMBER: 91/036/245/000/0016
TAX YEAR: 2012
REF No.: 0982399

Date Processed: 10/02/2013
RECEIPT NUMBER: 92000119
DEPOSIT BATCH No.: 8P111002

NOTICE OF CHANGE IN TAX LIABILITY

We have been notified by the Central Appraisal District of a change in the appraisal of your property that has resulted in a change in your tax liability for the 2012 tax year.

The explanation of the change is:

Decrease in Appraised Value
Exemption(s) Added
Account was Forfeited

Account Deleted
Reduction Penalty Waived
Other: CAUSE 2012-12325

This action has resulted in a decrease in the amount of tax you owe. Accordingly, we are issuing you a refund in the amount of \$85.91.

Note: Questions regarding changes in value should be directed to the CAD.

If additional information is needed, call customer service at 281.444.3945.

Very truly yours,

Kenneth E. Byrd, R.T.A.
Tax Assessor/Collector

POSTED
OCT 15 2013



Equi-Tax Inc.
All Valorem Tax Assessors / Collectors

www.equitaxinc.com

17111 Rolling Creek Drive, Suite 200, Houston, Texas 77060
P.O. Box 72106, Houston, Texas 77273
Customer Service: 281.444.3945 Fax: 281.444.8304

DATE: 10/11/2013

Wells Fargo Bank, N.A.
P.O. Box 2609
Carlsbad CA 92008

LYS 5 TMSD 10 & TR 11 BLD 1
BOSSMONT

1500 MOORE DR

MONTROSE NO WEST

ACCOUNT NUMBER: 94/032/157/000/0014
TAX YEAR: 2012
REF No.: 0982723

Date Processed: 10/11/2013
RECEIPT NUMBER: 94000559
DEPOSIT BATCH No.: 8P111011

NOTICE OF CHANGE IN TAX LIABILITY

We have been notified by the Central Appraisal District of a change in the appraisal of your property that has resulted in a change in your tax liability for the 2012 tax year.

The explanation of the change is:

Decrease in Appraised Value
Exemption(s) Added
Account was Forfeited

Account Deleted
Reduction Penalty Waived
Other: CAUSE 2012-12325

This action has resulted in a decrease in the amount of tax you owe. Accordingly, we are issuing you a refund in the amount of \$200.44.

Note: Questions regarding changes in value should be directed to the CAD.

If additional information is needed, call customer service at 281.444.3945.

Very truly yours,

Kenneth E. Byrd, R.T.A.
Tax Assessor/Collector

POSTED
OCT 15 2013



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

The Montrose District #

For service at:
4500 MONTROSE BLVD STE 311
HOUSTON TX 77006-5842

News from Comcast

IMPORTANT PRICE INFO: Effective 11/15/13, due to increases in operating costs, the following pricing change will occur: the Late Fee will increase from \$5.00 to \$6.50 and the Suspension Fee for video equipment or service outage will increase from \$5.00 to \$6.50.

Eco-tilt 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 miss a payment, service or equipment again. Visit www.comcast.com/ecotilt to register today.

More information regarding our rates is available on our website www.comcast.com or you can call us at 1-800-391-3000 (1-800-391-3000).

Account Number: 8777 70 318 3876205
Billing Date: 10/01/13
Total Amount Due: \$90.48
Payment Due By: 11/13/13
Page 1 of 2

Monthly Statement Summary

Previous Balance: \$0.00
Payments - 10/15/13 - Thank You: \$0.00
New Charges - see below: \$90.48
Total Amount Due: \$90.48

New Charges Summary

Comcast High-Speed Internet: \$9.99
Other Charges & Credits: 0.00
Total Amount Due: \$9.99

Thank you for being a valued Comcast customer.

POSTED
OCT 15 2013

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



MAIL TO: 800 N. 7TH ST. SUITE 100
HOUSTON, TX 77002-1000

THE MONTROSE DISTRICT #
P.O. BOX 72106
HOUSTON, TX 77273-1006

877770318318762050010483

Account Number: 8777 70 318 3876205
Payment Due By: 11/13/13
Total Amount Due: \$90.48
Amount Enclosed: \$

Make checks payable to Comcast

COMCAST
P.O. BOX 72106
DALLAS, TX 75273-1006



e-View Productions, LLC
3522 West Loop Dr.
Houston, TX 77060
Phone: 713-753-4811

For:
Gretchen Larson
Director of Economic Development
Montrose Management District
5025 Montrose, Suite 311
Houston, TX 77056
(713) 851-1211

INVOICE

Date: November 1, 2013
Invoice # 18

For: Oct 2013 Video Development

DESCRIPTION	QTY	SIZE	AMOUNT
M&G Video Development for OCTOBER 2013	1.00	2500.00	\$ 2,500.00
Audio equipment/studio Mixer/Oct 24	1.00	300.00	\$ 300.00
Tax exemption			
SUBTOTAL			\$ 2,800.00
NO SALES TAX @ 8.25%			
OTHER			
TOTAL			\$ 2,800.00

Make all checks payable to e-View Productions, LLC

THANK YOU FOR YOUR BUSINESS!

Equi-Tax Inc.

Suite 200
17111 Building Creek Drive
Houston Texas 77060
281-444-4866

Bill To
The Montrose District
Harris Hill Calders LLP
PO Box 22167
Houston TX 77023-1667

Invoice

DATE	INVOICE #
10/15/2013	45931



Greater East End Management District

Greater East End Management District
P.O. Box 150099
Houston, TX 77023-0099
713-428-9116
eeemdg@greatereastend.com

Invoice

Date	Invoice No.
10/15/2013	943
Term	Due Date
Net 30	11/14/2013

Amount Due	Entered
\$5,124.34	

DESCRIPTION	AMOUNT
Rud Management, Billing and Collections	1,314.34
<p>POSTED OCT 15 2013</p>	
Total	\$1,314.34

Date	Service	Activity	Quantity	Rate	Amount
10/03/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 16	1	\$60.00	\$60.00
10/07/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 25	1	\$60.00	\$60.00
10/10/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 22	1	\$60.00	\$60.00
10/14/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 14	1	\$60.00	\$60.00
10/17/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 18	1	\$60.00	\$60.00
10/21/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 26	1	\$60.00	\$60.00
Continue to the next page					
<p>POSTED OCT 15 2013</p>					

Page 2 of 2

Date	Service	Activity	Quantity	Rate	Amount
10/14/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 21	1	\$60.00	\$60.00
10/28/2013	Graffiti Abatement	Constituent visit, waiver collection, follow-up visit, graffiti identification, reporting, and graffiti abatement. Sites Abated: 23	1	\$60.00	\$60.00
Total					\$5,124.34

INVOICE

Jacob Spores
915 Alexander St Apt 1
Houston TX 77008
210.296.6335

INVOICE # 81 DATE: 10/26/13

Bill To: Montrose District.org
5020 Montrose Ste.
311 Houston, Texas
77006

For:
October 26 2013
HEB recycling event

DESCRIPTION	AMOUNT
Services provided: Directed participants at Recycling Event as Gate Control	
Make Check payable to: Jacob Spores	
Mail to: Jacob Spores 915 Alexander street Apt # 1 Houston, Texas 77008	\$50
TOTAL	\$50

POSTED
OCT 15 2013

LAWRENCE & ASSOCIATES
2225A POTOWMAC DR.
HOUSTON, TEXAS 77057



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Invoice

Date	Invoice #
11/15/2013	21024

November 4, 2013

Montrose Management District
P.O. Box 22187
Houston, TX 77227-2187

Montrose Management District
1201 Post Oak Blvd., Suite 1000
Houston, TX 77056

INVOICE

Description	Amount
Professional Fees:	
Services as contract Director of Economic Development for October, 2013.	\$1,000.00
Total amount due	\$1,000.00

POSTED
11-15-2013

Thank you,

Roy C. Lawrence

Description	Amount
Monthly Bookkeeping	1,000.00
Preparation of additional payroll	75.00
Consulting with City Council and American for Houston Area LLC / 1712 LP	30.00
Consulting with Board Member	10.00
Delivery of Accounts	5.00
Consulting with Houston Bank	50.00
Preparation of additional payroll	80.00
Preparation of additional payroll	40.00
Additional notes for Board Meeting	200.00
Preparation and submission of Quarterly Investment Report	
Delivery	6.00
Delivery	42.00
Delivery	10.00
Delivery	7.50
Delivery	10.00
Copy	40.00
Food & Beverage Expense	100.00
Gasoline & Vehicle Service	6.00
Total	\$1,707.00

POSTED
11-15-2013

400 River Pointe • Suite 400 • Houston, Texas 77056 • Phone: 281.284.4444 • Fax: 281.284.4444
MBA 51 Camino de los Reyes, Suite 100 • Austin, Texas 78705 • 512.782.3440 • Fax: 512.782.3440
1200 Post Oak Blvd. • Suite 1000 • Houston, Texas 77056 • Phone: 281.445.4555 • Fax: 281.445.4555

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

NOV 15 2013
11/15/2013
1

Bill to:

Montrose Management District W (HOLD 11)
c/o Equi-Tax Inc.
P.O. Box 77106
Houston, Texas 77273

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

NOV 15 2013
11/15/2013
1

Bill to:

Montrose Management District (HOLD 8)
c/o Equi-Tax Inc.
P.O. Box 77106
Houston, TX 77273

Professional Services rendered in the collection of delinquent taxes, penalties and interest October, 2013.	\$175.40
POSTED 11-15-2013	
	\$175.40

Professional Services rendered in the collection of delinquent taxes, penalties and interest October, 2013.	\$108.20
POSTED 11-15-2013	
	\$108.20



SECURITY SOLUTIONS, LLC
P.O. Box 730054
Houston, Texas 77273-0954
Phone: 877-411-MOBILE(6625) Fax: 713-944-6627

Invoice Date	Invoice #
8/1/2013	1292

INVOICE

Service Location:

Amel Sea & Telugu
1424 Westchase Rd
Houston, TX 77066

Bill To:

Maritime Management District
and Home
P.O. Box 22147
Houston, TX 77227-0147

PLEASE PAY THE AMOUNT \$730.00

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 I Paid? Please write it here: _____

ASE Security Solutions, LLC
P.O. Box 730054
Houston, Texas 77273-0954

PLEASE DETACH AND RETURN TOP PORTION with Receipt

Description	Quantity	Unit Price	Amount	Terms	Due Date	Service Dates
Standard M2U (Monthly Fee)	1	\$400.00	\$400.00	Net 30	10/1/2013	8/1/2013-10/31/2013
Standard Remote Viewing Integration (Monthly Fee)	1	\$30.00	\$30.00			
			Subtotal			\$730.00
			Sales Tax (5.0%)			\$36.50
			Total			\$766.50
			Payments/Credits			\$0.00
			Balance Due			\$766.50

Billing Inquiries? Call 877-411-6625

Thank you for your business!



SECURITY SOLUTIONS, LLC
P.O. Box 730054
Houston, Texas 77273-0954
Phone: 877-411-MOBILE(6625) Fax: 713-944-6627

Invoice Date	Invoice #
8/1/2013	1294

INVOICE

Service Location:

Chalco Market
4611 Montrose Blvd at Chalco St
Houston, Texas 77056

Bill To:

Maritime Management District
Public Corridor
P.O. Box 22147
Houston, TX 77227-0147

PLEASE PAY THE AMOUNT \$690.00

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 I Paid? Please write it here: _____

ASE Security Solutions, LLC
P.O. Box 730054
Houston, Texas 77273-0954

PLEASE DETACH AND RETURN TOP PORTION with Receipt

Description	Quantity	Unit Price	Amount	Terms	Due Date	Service Dates
Standard M2U (Monthly Fee)	1	\$300.00	\$300.00	Net 30	10/1/2013	8/1/2013-10/31/2013
Standard Remote Viewing Integration (Monthly Fee)	1	\$30.00	\$30.00			
			Subtotal			\$630.00
			Sales Tax (5.0%)			\$31.50
			Total			\$661.50
			Payments/Credits			\$0.00
			Balance Due			\$661.50

Billing Inquiries? Call 877-411-6625

Thank you for your business!



SECURITY SOLUTIONS, LLC
P.O. Box 730054
Houston, Texas 77273-0954
Phone: 877-411-MOBILE(6625) Fax: 713-944-6627

Invoice Date	Invoice #
8/1/2013	1293

INVOICE

Service Location:

Aurora
2309 Westchase
Houston, TX 77066

Bill To:

Maritime Management District
Public Corridor
P.O. Box 22147
Houston, TX 77227-0147

PLEASE PAY THE 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 I Paid? Please write it here: _____

ASE Security Solutions, LLC
P.O. Box 730054
Houston, Texas 77273-0954

PLEASE DETACH AND RETURN TOP PORTION with Receipt

Description	Quantity	Unit Price	Amount	Terms	Due Date	Service Dates
Standard M2U (Monthly Fee)	1	\$425.00	\$425.00	Net 30	10/1/2013	8/1/2013-10/31/2013
Standard Remote Viewing Integration (Monthly Fee)	1	\$30.00	\$30.00			
			Subtotal			\$555.00
			Sales Tax (5.0%)			\$27.75
			Total			\$582.75
			Payments/Credits			\$0.00
			Balance Due			\$582.75

Billing Inquiries? Call 877-411-6625

Thank you for your business!

	FY 2013 Budget	% in Plan	% allocated	Proposed by Zone for 2014
De.				
16291 · Office Equipment				
16340-1 · Auditing Fees	11,000			11,000
16340 · Auditing Fees				
16530-1 · Insurance & Surety Bond.	15,000			15,000
16530 · Insurance & Surety Bond				
Payroll Expenses	38,400			38,400
Total Project Staffing & Admin	337,460			346,583

	FY 2013 Budget	% in Plan 30%	% allocated 27%	Proposed by Zone for 2014
Security and Public Safety				
15415-1 · Vehicle Maint. & Operations.	10,000			38,000
15415 · Vehicle Maint. & Operations				
15420-1 · Contract Public Safety Service	370,000			354,700
15420 · Contract Public Safety Services				
15425-1 · Mobile Camera Program.	39,000			30,000
15425 · Mobile Camera Program				
15430-1 · Cell Phone.	1,800			1,800
15430 · Cell Phone				
15450-1 · Public Safety Insurance.				
15450 · Public Safety Insurance				
16100-1 · Store Front Equipment.	1,000			1,000
16100 · Store Front Equipment				
16101-1 · Public Safety Training.	0			0
16101 · Public Safety Training				
16102-1 · Public Safety Equipment.	5,000			5,000
16102 · Public Safety Equipment				
16103-1 · Vehicle and Equipment.	0			0
16110-1 · Graffiti Abatement.	60,000			60,000
16110 · Graffiti Abatement				
16115-1 · Nuisance Abatement.	50,000			52,500
16115 · Nuisance Abatement				
16111-1 · Light Outage Survey.	0			0
16111 · Light Outage Survey				
Total Security and Public Safety	536,800			543,000
Visual Improvements & Cultural		13%	20%	
16212-1 · Identification Design & Install	364,320			364,320
16212 · Identification Design & Install				
16213 · Landscape Maintenance	15,000			30,000

	FY 2013 Budget	% in Plan	% allocated	Proposed by Zone for 2014
De.				
16216-1 · Holiday Design & Install	60,000			10,000
16216 · Holiday Design & Install				
Total Visual Improvements & Cultural	439,320			404,320
Total Uses of Funds	1,987,518	101%	83%	1,975,548
Revenue Shortfall	(501,084)			
Investment revenues	914,204			
Planned Reserves	413,120		17%	434,966
Balance of invested				

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

8. Consider recommendation from Public Safety Committee to lease two new vehicles for security patrol; authorize execution of related lease documents.

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

WHAT'S HAPPENING...

IN THE COMMUNITY

What's Going on in Montrose This Weekend

posted by TAWNY TIDWELL | October 31, 2013

Looking for something to do in Montrose going into this weekend? Here are some suggestions: Thursday: Outside the Lines Opening Reception & CAMH's 65th Anniversary Party 6-11PM Free Admission Dress: Halloween Art Chic Friday: MFAH Mixed Media Mixer @ 8pm \$20 (Non-Members) \$15 (Members Día de Los Muertos Show at Avant Garden feat. Devil Killing Moth, [READ MORE](#) »



CITY OF HOUSTON 311

Let the City of Houston know what is happening in your Montrose via the new 3-1-1 Mobile App.



[LEARN MORE](#)

Web Traffic Analysis // Aug-Oct 2013

www.montrosedistrict.org

Nov 1, 2013 - Prepared By Chris Valdez, Primer Grey

▼ All Visits
+0.00%

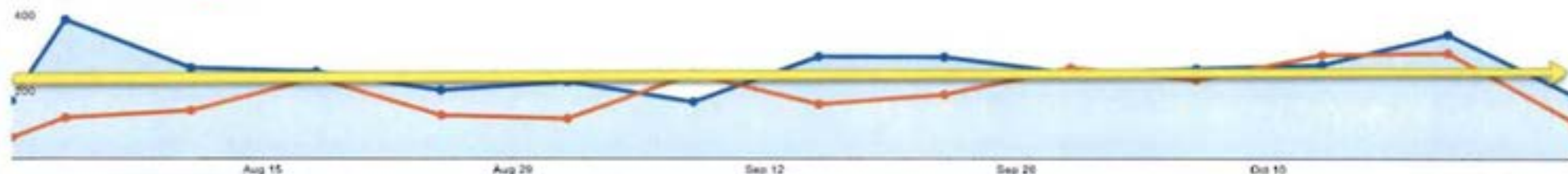
Overview

Visits • VS. Select a metric

Hourly Day **Week** Month

Aug 1, 2013 - Oct 31, 2013: Visits

Aug 1, 2012 - Oct 31, 2012: Visits



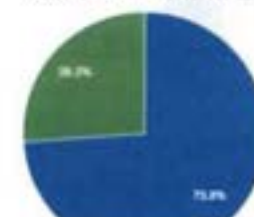
2,563 people visited this site

Visits	Unique Visitors	Pageviews	Pages / Visit	Avg. Visit Duration
38.31%	68.73%	14.29%	-17.37%	-29.30%
3,267 vs 2,362	2,563 vs 1,519	7,639 vs 6,684	2.34 vs 2.83	00:02:01 vs 00:02:52

Bounce Rate	% New Visits
20.78%	20.70%
66.42% vs 55.00%	73.74% vs 61.09%

■ New Visitor ■ Returning Visitor

Aug 1, 2013 - Oct 31, 2013



Website traffic is up over last year.

Summer traffic was strong; New user traffic continues to dominate.

Unique Visitors (same Period Last Year): **Up 68%**

Popular destinations this period

- ✦ **WHAT'S HAPPENING:** 168 pageviews
- ✦ **CONTACT PAGE:** 231 pageviews
- ✦ **CALENDAR:** 246 pageviews

Top website content this period.

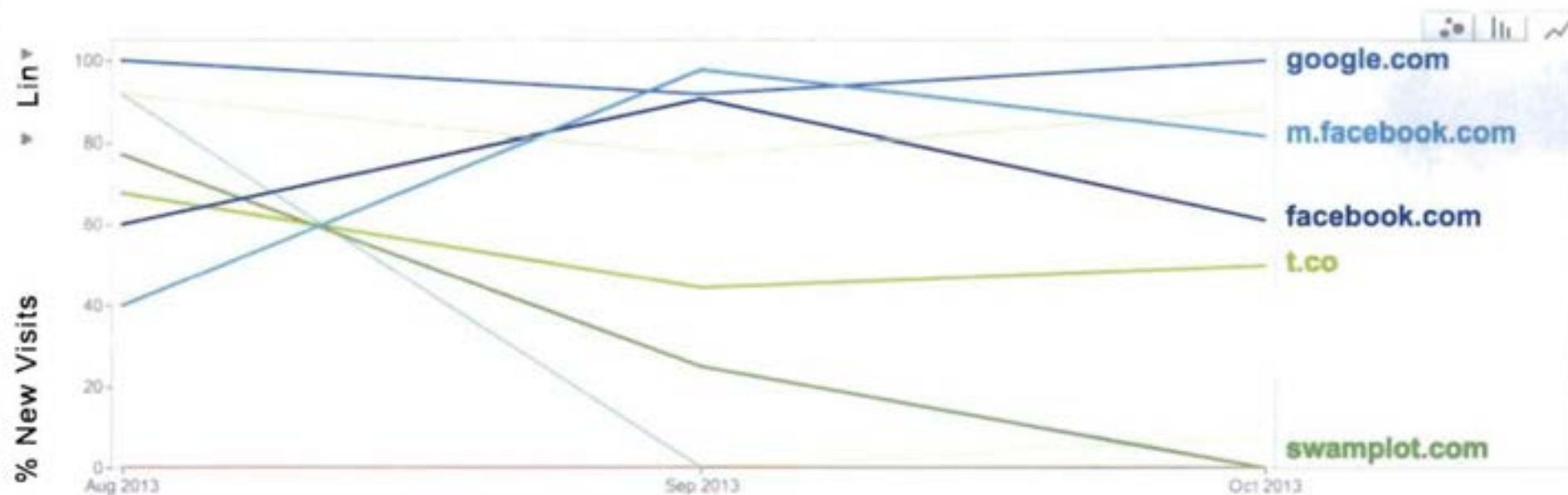
✦ TOP PERFORMING POSTS (Unique views, this period)

- ✦ 10/03/12 - *Top 10 Restaurants in Montrose* (496)
- ✦ 9/12/12 - *New Heavy Trash and Tree Waste Pick Up Days* (382)
- ✦ 7/29/13 - *Texas Transportation Commission approves funding for Montrose bridge improvements* (177)
- ✦ 9/17/13 - *My Montrose: Houston Museum District's Laurette Canizares* (130)
- ✦ 9/24/13 - *The Montrose Bi-Annual Recycling Event* (103)
- ✦ 6/04/13 - *MMD Business Workshop Series* (96)

TAKE AWAY?
Montrose likes food.
Shocking, I know.

Google, Facebook & Twitter drive traffic.

✦ Aug 1, 2013 to Oct 31, 2013



Thanks.

	FY 2013 Budget	% in Plan	% allocated	Proposed by Zone for 2014
Sources of Funds				
14110-1 · Assessments.	1312565			1610554
14110 · Assessments				
14112-1 · Assessment Refunds.	27000			27000
14112 · Assessment Refunds				
14310-1 · Penalties & Interest.	25000			25000
14310 · Penalties & Interest				
14370-1 · Interest Earned on Temp. Inves	600			600
14370 · Interest Earned on Temp. Invest				
14380-1 · Interest.	100			100
14380 · Interest				
14390-1 · Ending FY 2011 Fund Balance	121,170			410,701
14390 · Ending FY 2011 Fund Balance				336,559
Total Sources of Funds				
Uses of Funds	1,486,435			2,410,514
Marketing				
16124-1 · Marketing & Public Rel Mgmt.	36,138			37,945
16124 · Marketing & Public Rel Mgmt.				
16125-1 · Marketing & Public Relation	277,400			292,800
16125 · Marketing & Public Relations				
16131-1 · Web Site Development.	14,400			
16131 · Web Site Development				
16140-1 · Web Site Main./Host/I.T.,	6,000			9,000
16140 · Web Site Main./Host/I.T.				
Total Marketing	333,938			339,745
Business Development		20	3%	
16135-1 · Economic Development Service	38,000			39,900

	FY 2013 Budget	% in Plan	% allocated	Proposed by Zone for 2014
De.				
16135 · Economic Development Services				
16141-1 · GIS Services	12,000			12,000
16141 · GIS Services				
Total Business Development	50,000			51,900
Creation and Petition Services				
16520-1 · Dissolution Petitions				
16520 · Dissolution Petitions				
16500 · Hawes Hill Calderon				
16510 · Vinson & Elkins				
16515 · Equi Tax				
Total HCID II Creation Costs				
Mobility & Transportation		18	15%	
17001-1 · Transportation Inv. Contract.	40,000			60,000
17001 · Transportation Inv. Contract.				
17010-1 · Engineering Services	100,000			100,000
17010 · Engineering Services				
17020-1 · Bridge Lighting Maint.				
17020 · Bridge Lighting Maint.				
17030-1 · Mobility Projects Esc.	150,000			130,000
17030 · Mobility Projects Esc.				
Total Mobility & Transportation	290,000			290,000

	FY 2013 Budget	% in Plan	% allocated	Proposed by Zone for 2014
De.		20	18%	
Project Staffing & Admin				
16150-1 · Admin & Management	25,000			26,250
16150 · Admin & Management				
16160-1 · Reimbursable Expenses.	16,000			16,000
16160 · Reimbursable Expenses				
16170-1 · Reimbursable Mileage.	5,000			5,000
16170 · Reimbursable Mileage				
16180-1 · Postage, Deliveries	1,300			1,300
16180 · Postage, Deliveries				
16190-1 · Printing & Reproduction	7,000			7,000
16190 · Printing & Reproduction				
16200-1 · Public Notices , Advertising	8,000			8,000
16200 · Public Notices, Advertising				
16210-1 · Project Management	46,800			49,140
16210 · Project Management				
16215-1 · Services Management	80,660			84,693
16215 · Services Management				
16220-1 · Legal Services.	24,000			24,000
16220 · Legal Services				
16250-1 · Bookkeeping.	15,600			15,600
16250 · Bookkeeping				
16260-1 · Assess Data Mgmt & Billing Svc	22,000			22,000
16260 · Assess Data Mgmt & Billing Svcs				
16270-1 · Office Supplies.	3,000			3,000
16270 · Office Supplies				
16280-1 · Other.	600			600
16280 · Other				
16290-1 · Office Lease Space.	15,600			15,600
16290 · Office Lease Space				
16291-1 · Office Equipment.	2,500			4,000

Motor Vehicle Lease Agreement - Closed End

CHRYSLER
CAPITAL

☒ Monthly Payment Lease ☐ Single Payment Lease

Lessor (Dealer Name and Address) HELFMAN RIVER OAKS CHRYSLER-JEEP 4807 KIRBY DR HOUSTON TX 77098	Lessee(s) (and Co-Lessee) Name(s) and Address(es) MONTROSE HGT DIST	Lessee's Garaging Address (where the Vehicle will be principally located) N/A
--	---	---

No. _____ County _____
Date **10/29/2013** ☐ Refer to the attached addendum for additional Lessees and their signatures.

If this Lease is for a consumer purpose, then this Lease is consumer paper. ☐ Business, commercial or agricultural purpose lease.

Description of the Leased Property (Vehicle)

Year 2014	Make JEEP	Model GRAND CHEROKE	Style LAREDO 4X2	Vehicle Identification Number 1C4RJEA63EC276515	Odometer Mileage 7
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo		Equipped With: N/A			

You acknowledge that you have received and examined the Vehicle described above, that the Vehicle is equipped as described and is in good operating order and condition. You accept the Vehicle for all purposes of this Lease.

Trade-In Vehicle and Its Allowance

Year N/A	Make N/A	Model N/A	Gross Amount of Trade-In Allowance \$ N/A
Prior Credit or Lease Balance - \$ N/A		**Net Trade-In Allowance = \$ 0.00 (If less than zero, enter zero).	

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized below) * \$ 408.94	2. Payments a. Monthly Payments. Your first monthly payment of \$ 408.94 is due on 10/29/2013 followed by 35 payments of \$ 408.94 due on the 28th of each month. The total of your monthly payments is \$ 14721.84 . b. Single Payment. Your payment of \$ N/A is due on N/A .	3. Other Charges (Not part of your monthly or single payment) Disposition fee (if you do not purchase the Vehicle) \$ 395.00 N/A \$ N/A N/A \$ N/A N/A \$ N/A N/A \$ N/A N/A \$ N/A N/A \$ N/A Total \$ 395.00	4. Total of Payments (The amount you will have paid by the end of the Lease) \$ 15116.84 (Section 1 plus Section 2 total plus Section 3 total minus 5(b) and 5(d))
---	--	---	---

5. Amount due at Lease signing or delivery:		* Itemization of Amount Due at Lease Signing or Delivery	
a. Capitalized Cost Reduction	\$ N/A	i. N/A	+ \$ N/A
b. First Monthly Payment	+ \$ 408.94	j. N/A	+ \$ N/A
c. Single Payment	+ \$ N/A	k. N/A	+ \$ N/A
d. Refundable Security Deposit(s)	+ \$ N/A	l. N/A	+ \$ N/A
e. Registration fees	+ \$ N/A	m. N/A	+ \$ N/A
f. Title fees	+ \$ N/A	n. N/A	+ \$ N/A
g. Acquisition fee	+ \$ N/A	o. N/A	+ \$ N/A
		How the amount due at Lease signing or delivery will be paid: Net Trade-In allowance** \$ N/A Rebates and non-cash credits + \$ N/A Amount to be paid in cash + \$ 408.94	

g. Acquisition fee	+	\$	N/A	oN/A	+	\$	N/A	in cash	+	\$	408.94
h. Documentation fees	+	\$	N/A	Total	=	\$	408.94	< --- > Total	=	\$	408.94

Your Payment is Determined as Shown Below:

Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>30017.00</u>) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	\$	<u>30340.03</u>	Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+	\$	<u>756.61</u>
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost.	-	\$ <u>N/A</u>	Total of base payments. The depreciation and any amortized amounts plus the rent charge.	=	\$	<u>14721.84</u>
Adjusted capitalized cost. The amount used in calculating your base payment.	=	\$ <u>30340.03</u>	Lease Term. The number of months in your Lease.			<u>36</u>
Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base payment.	-	\$ <u>16374.80</u>	Lease payments. The number of payments in your Lease.			<u>+ 36</u>
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease Term.	=	\$ <u>13965.23</u>	Base Payment	=	\$	<u>408.94</u>
			Sales/use tax	+	\$	<u>N/A</u>
			N/A	+	\$	<u>N/A</u>
			Total payment	=	\$	<u>408.94</u>

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and mileage in excess of **15000** miles per year at the rate of \$ **0.25** per mile. (Excess Mileage Charge)

☒ Purchase Option at End of Lease Term. If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for \$ **16374.80** and a purchase option fee of \$ **350.00**. The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay.

Other Important Terms. See Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle	\$	30017.00	Extended Warranty and Service Contract	\$	N/A	Acquisition fee	\$	N/A
Sales or Use Tax and any other applicable taxes	\$	67.03	Documentation fee	\$	125.00	N/A	\$	N/A
Title, License and Registration fees	\$	131.00	Outstanding Prior Credit or Lease Balance and Negative Equity	\$	N/A	N/A	\$	N/A
						N/A	\$	N/A
						Total	\$	30340.03

If you do not meet your Contract obligations, you may lose the right to use the Vehicle under this Lease.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required as part of this Lease and will not be a factor in our decision to lease the Vehicle to you.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ Service Contract

Term **N/A**

Price \$ **N/A**

Coverage **N/A**

☐ Gap Waiver or Gap Coverage

Term **N/A**

Price \$ **N/A**

Coverage **N/A**

☐ Mechanical Breakdown Protection (MBP)

Other Terms

N/A

Notice

Price \$ N/A
Coverage N/A

☐ Extended Warranty

Term N/A

Price \$ N/A

Coverage N/A

N/A N/A

Name _____ Date _____

N/A N/A

Name _____ Date _____

Additional Terms

Additional Fees and Charges. Information about a Security Deposit and a Late Charge can be found in the Additional Lease Terms section. In addition to the other amounts promised in this Lease, you agree to pay the following.

- **Vehicle Return Fee.** You will pay us a Vehicle Return Fee of \$ 495.00 if this Lease is terminated before the end of the scheduled Lease Term and the Vehicle is returned to us or to our agents. This Fee will not apply if the Lease ends early by your purchase of the Vehicle.
- **Disposition Fee.** You will pay us a Disposition Fee of \$ 395.00 when you return the Vehicle at the end of the scheduled Lease Term. This Fee will not apply if the Lease ends early or if you buy the Vehicle at the end of the Lease Term (if you have that option).
- **Official Fees and Taxes.** The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly (or single) payment or assessed otherwise: \$ 326.53. The actual total of fees and taxes may be higher or lower, depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

☐ **Service Charge for Unclaimed Security Deposit Refunds.** Unless prohibited, if we send you a check after this Lease ends to refund the remaining portion of any Security Deposit and you do not collect that check within six months, you agree that we may deduct a monthly service charge of \$ N/A from the remaining portion of any Security Deposit until it is gone or otherwise refunded to you.

Warranties. The Vehicle is subject to the following express warranties that apply to this Lease.

☐ The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.

N/A

By signing this Lease, you acknowledge receiving a copy of the above written warranties. You understand that we (the Lessor) make no express or implied warranties other than those described above (if any). Except as required by law, the Lessor makes no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. Except as provided above, you will take the Vehicle as is and with all faults. We do not exclude any warranties of merchantability and fitness for a particular purpose if this Lease is subject to Massachusetts or Vermont law.

PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

Notice. You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle.

Arbitration. This Lease contains an Arbitration Agreement that affects your rights. By signing this Lease, you agree to the terms of the Arbitration Agreement.

Signatures

Entire Agreement. Your and our entire agreement is contained in: (a) this Lease; and (b) any related agreement between you and us about conditions that must be satisfied after delivery of the Vehicle. There are no unwritten agreements regarding this Lease. Any change to this Lease must be in writing and signed by you and by us.

10/29/2013

MONTROSE MGT DIST

Date

N/A

N/A

N/A

Date

Notice to Lessee. (1) Do not sign this Lease before you read it or if it contains any blank spaces; (2) You are entitled to a completely filled-in copy of this Lease; (3) This is a Lease agreement and not a purchase agreement. Please seek independent professional advice if you have any questions concerning this transaction.

By signing below, you agree to the terms on pages 1 and 2 of this Lease. You received a copy of this Lease and had a chance to read and review it before you signed it.

10/29/2013

MONTROSE MGT DIST

Date

N/A

N/A

N/A

Date

Lessor's Acceptance. By signing below, Lessor agrees to the terms and conditions of this Lease.

- **Lessee DL Inspection.** The Lessor inspected each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive by the state of his/her residence.
- **Assignment.** Lessor assigns this Lease and all rights and title to the Vehicle to the Assignee identified below (if any). This assignment is subject to any separate Assignment Agreement between the Lessor and Assignee.

Assignee Name CCAP AUTO LEASE LTD

Address PO BOX 961272
FORT WORTH TX 76161

Phone (855)563-5635

10/29/2013

CHRYSLER CAPITAL

Date

MANAGER

Shift Period: Oct-13

Total Hours Worked 598:00

Total Miles Driven 1,640

Crime Arrest Activity

Felony Arrests:	2
Misdemeanor Arrests:	80
Charges Filed:	8
Suspects in Jail:	86

Patrol Activity

Calls for Service:	245
CIT Calls:	0
Incident Reports:	11
Accident Reports:	0
Locations Checked:	1050

Field Activity

Parking Tickets:	1
Citations:	1
BMV Report Cards:	780
Crime Prevention:	800

Warrants

Felony Warrants:	1
Misdemeanor Warrants:	0
City Warrants:	32
SETCIC Warrants:	6

Arrest Summary

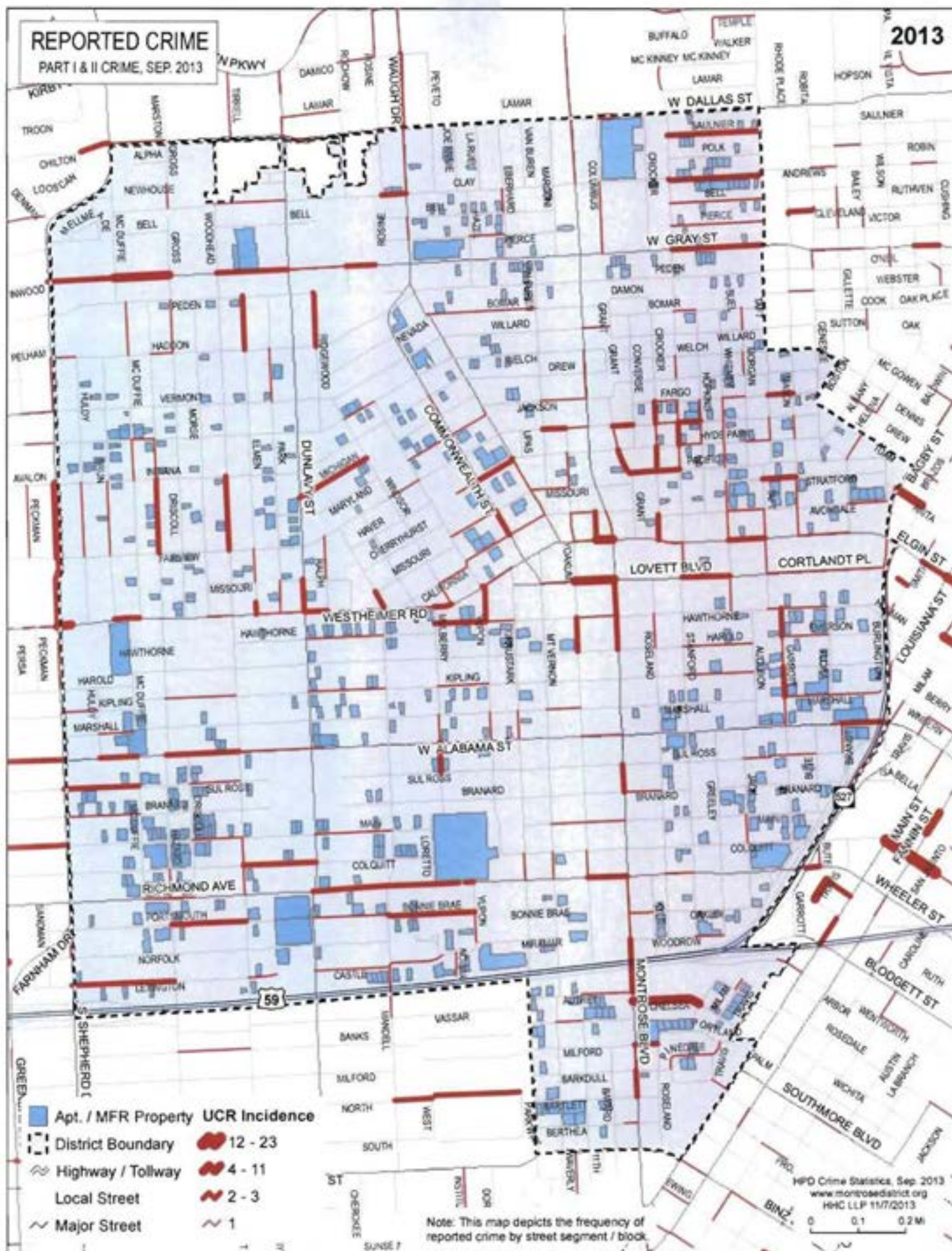
Shift Period Oct-13

Charge	# of Arrests
Affray	2
Assault	1
City Warrants	9
Consumption of Alcohol at a City Park	5
Consumption of Alcohol at a Metro Bus Stop	5
Criminal Mischief	1
Criminal Trespass	4
D.W.I.	2
F.S.G.I.	1
Failure to ID	1
Felony Theft	1
Littering	3
Loitering with the Intent to Commit Prostitution	3
Parole Violation	1
Possession of a Controlled Substance	1
Public Intoxication	37
Setic Warrant	3
Theft	2
Urinating in Public	2
Walking in the Roadway Where Sidewalks are Provided	2

REPORTED CRIME

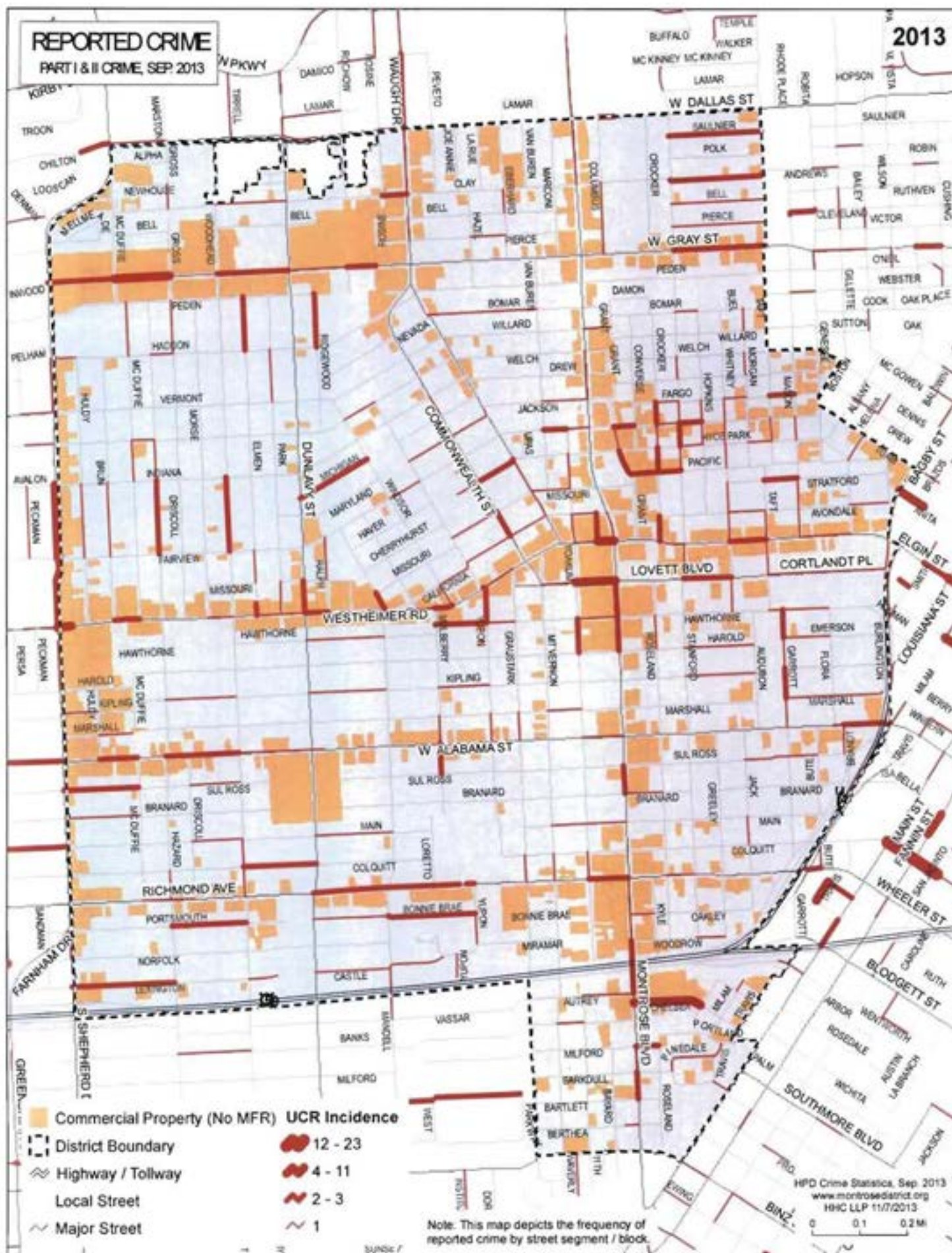
PART I & II CRIME, SEP. 2013

2013



REPORTED CRIME PART I & II CRIME, SEP. 2013

2013



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. Consider approval of an Advance Funding Agreement between Texas Department of Transportation and the District related to relighting of the six bridges over US Hwy 59.

CSJ # 0912-70-105 Fed.# STP 2014(128) TE
District # 12-HOU
Code Chart 64 # **TBD**
Project: US 59 Bridge Lighting
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A TRANSPORTATION ENHANCEMENT (TE) PROJECT**

This Advance Funding Agreement for a Transportation Enhancement Project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **Montrose Management District**, acting by and through its duly authorized officials called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Transportation Enhancement Program for the project which is briefly described as **US 59 Bridge Lighting**, called the "Project"; and

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission (the "Commission") passed Minute Order Number **113642** dated **July 25, 2013** awarding funding for projects in the **2012** Program Call of the Transportation Enhancement Program, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **November 12, 2012** which is attached hereto and made a part hereof as Attachment A;

NOW THEREFORE, the State and the Local Government agree as follows:

CSJ # 0912-70-105 Fed.# STP 2014(128) TE
District # 12-HOU
Code Chart 64 # **TBD**
Project: US 59 Bridge Lighting
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of the Agreement

- A.** The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement and may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B.** If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C.** If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
- D.** A project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - 1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
 - 2. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
 - 3. The Local Government withdraws from participation in the Project.
 - 4. This is a construction project and construction has not been let by **August 31, 2016**.
 - 5. This is not a construction project and project activities have not been completed by _____, 20____ **NOT APPLICABLE**.
 - 6. The State determines that federal funding may be lost due to the Project not being implemented and completed.
 - 7. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 - 8. The Local Government fails to attend progress meetings at least twice yearly, as scheduled by the State.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete the Project or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

The scope of work for the Project, which is shown in Attachment B, the Project Location Map, described in the nomination form and as approved by the Texas Transportation Commission, consists of: installation of 4,620 light-emitting diode (LED) lights on seven bridges across US 59 including: Hazard Street, Woodhead Street, Dunlavy Street, Mandell Street, Graustark Street, and the two, "twin" bridges over US 59 at Montrose Boulevard.

Any project changes proposed must be submitted in writing by the Local Government to the State. Changes may also require an amendment to the Agreement and the approval of the Federal Highway Administration (FHWA), the State, or the Commission. Any changes undertaken without written approval and Agreement amendment may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- B. The Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- C. The Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- D. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and before federal spending authority is approved.
- E. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval

prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

- F. The Local Government agrees to make a determination of property values for each real property parcel to be purchased with federal funds by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- G. Condemnation shall not be used to acquire real property for this enhancement Project.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement the Project will be the responsibility of the Local Government and current property owner, at no cost to the State.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of time commensurate with the federal investment, but not less than ten years after project completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This Agreement must be approved by the State prior to its execution. A copy of the executed Agreement shall be provided to the State.
- J. The Local Government agrees to execute individually or produce a legal document as necessary to provide for the Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- K. Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR 710 and 49 CFR 18, and with the procedures provided in the State's Local Government Project Procedures manual. The Local Government agrees to monitor the Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate.
 - 1. The Local Government agrees to the review of their Project accounts and site visits by the State during the development of the Project at any time.

2. Upon Project completion, the State will continue to perform periodic visits to confirm the Project's continued use and upkeep.

L. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work, unless specified in the Transportation Enhancement Nomination form and approved by the State. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nomination form and approved by the State.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all environmental problems have been remediated. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and the Local Government will be seeking reimbursement for these services; and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

- A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two American Association of State Highway and Transportation Officials' (AASHTO) publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.
- B. When architectural and engineering services are provided by or through the Local Government, the Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
- C. When architectural and engineering services are provided by or through the State, then the following applies:
The State is responsible for the delivery and performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the Project purposes. The State will cooperate fully with the Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

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- B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- C. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.
- F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- A. Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should the Local Government at any time after Project completion decide it can no longer maintain and operate the Project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the State for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from the Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this Agreement.
- C. Should the Local Government derive any income from the development and operation of the Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to the State on a quarterly basis. Monies set aside according to this provision shall be expended

using accounting procedures established under OMB-133 and with the property management standards established in Title 49 CFR §18.32.

- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of the Project.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training in *Local Government Procedures Qualification for the Texas Department of Transportation* before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. A Source of Funds estimate based on the budget provided in the project nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by state and local sources, as well as the maximum amount in federal Transportation Enhancement funds assigned by the Commission to the project. The parties agree that the Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, FPAA, or other federal document.
- D. The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses.
- E. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs

incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.

- F. Following execution of this Agreement, but prior to the performance of any review work by the State, the Local Government will pay an amount sufficient to cover the estimated cost for the State's review. The Local Government shall advance to the State **twenty percent (20%)** of the State's administrative and associated cost for review of the plans, specifications, and estimate. The Local Government must also advance to the State **zero percent (0%)** of the Project's estimated preliminary engineering cost, if the State is administering the architectural or engineering contract. The estimated amount of this advance for this Project's preliminary engineering is **\$8,000.00** in cash. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government must advance to the State **twenty percent (20%)** of the State's administrative and associated costs for letting and construction. The Local Government shall also remit its remaining financial share for the Project's estimated construction and construction engineering costs, if the State is letting the Project. The amount to be advanced for this Project's Construction is estimated to be **\$349,124.00** in cash.
- G. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government is responsible for **twenty percent (20%)** of the authorized Project cost and one hundred percent (100%) of any overruns above the federally authorized amount. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government will remit a warrant made payable to the "Texas Department of Transportation Trust Fund." The warrant will be deposited by the State in an escrow account to be managed by the State. Until the final Project accounting, funds in the escrow account may only be applied by the State to the Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

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- L. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- M. The State will not pay interest on any funds provided by the Local Government.
- N. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Executive Director	Director of Contract Services Office
Montrose Management District	Texas Department of Transportation
P.O. Box 22167	125 E. 11 th Street
Houston, Texas 77227	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

17. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar format. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal

Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the U. S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this*

agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

- A. Should this Agreement authorize the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all

persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

- B. For projects including buildings, the Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise

CSJ # 0912-70-105 Fed.# STP 2014(128) TE
District # 12-HOU
Code Chart 64 # **TBD**
Project: US 59 Bridge Lighting
Federal Highway Administration
CFDA # 20.205
Not Research and Development

amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Bill Calderon, Executive Director
Montrose Management District

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

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District # 12-HOU
Code Chart 64 # **TBD**
Project: US 59 Bridge Lighting
Federal Highway Administration
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ATTACHMENT A RESOLUTION OF LOCAL GOVERNMENT

MONTROSE MANAGEMENT DISTRICT



LOCAL GOVERNMENT FUNDING RESOLUTION

WHEREAS the Board of Directors for the Montrose Management District has identified the relighting of the bridges over the US Hwy 59 as a priority project for the District; and,

WHEREAS the Board of Directors and the City of Houston collectively have agreed that the Montrose Management District is the appropriate entity for the undertaking of the project given the ongoing maintenance needs that will be required; and,

WHEREAS the District has met with officials at TxDOT to request authorization for the project, with a commitment that the District will maintain the lighting infrastructure once in place; and,

WHEREAS the Montrose Management District Committee on Mobility and Visual Improvements has also targeted this project as being of critical importance to the District, and has committed to support funding for the engineering, construction, and maintenance of the lighting of the Bridges; and

WHEREAS the District, through outreach to the community, has established that there is strong support from both area businesses and residents for the relighting project;

THEREFORE BE IT RESOLVED that the District fully supports the project to get the six bridges relighted, and will commit its resources to accomplish the same. Further, the Montrose Management District supports funding this project as shown in the nomination budget, including the 20% match required, and commits to the project's development, implementation, construction, maintenance, management, and financing. The Montrose Management District is willing and able to immediately enter into an agreement with TxDOT by resolution approved by the board should the project receive funding.

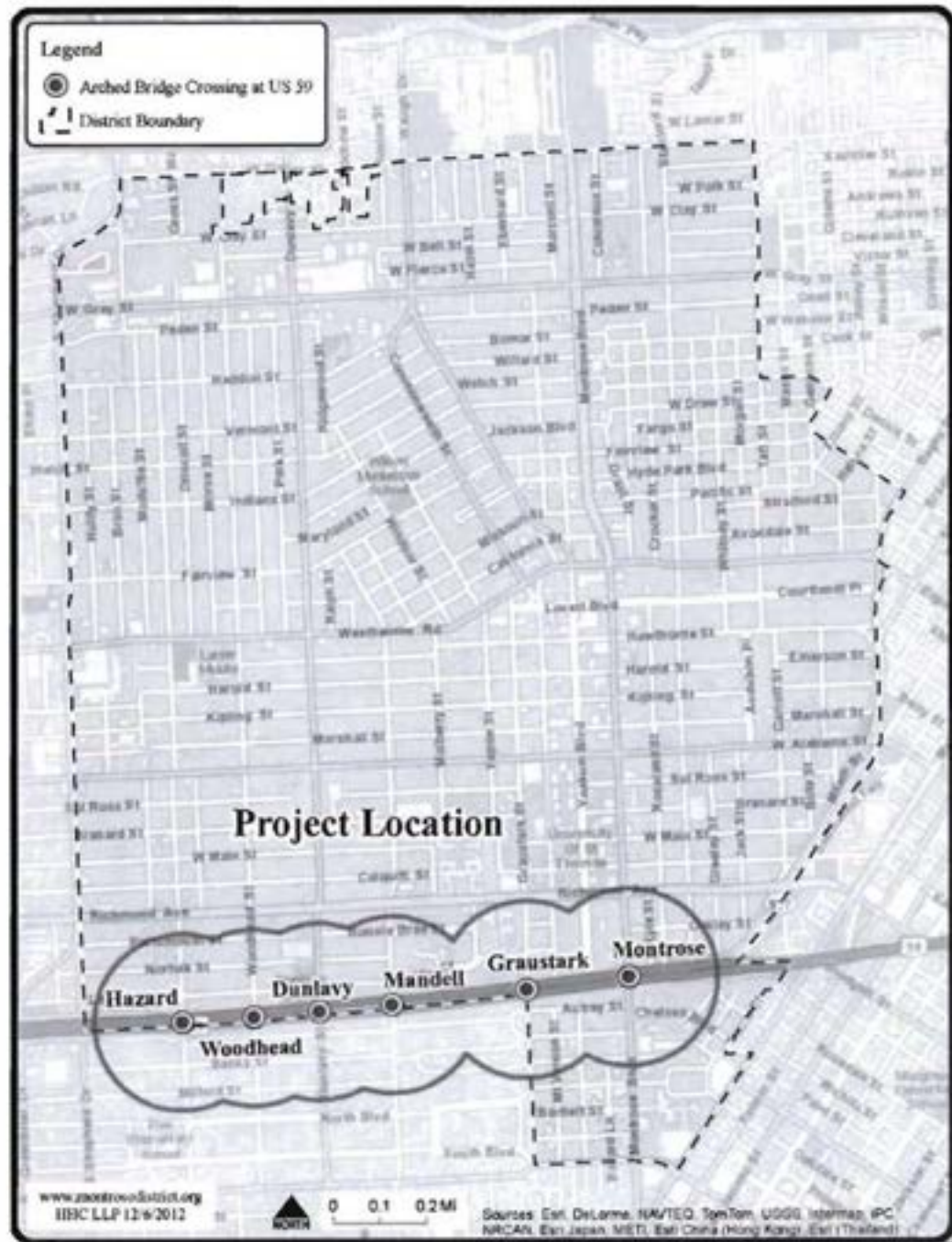
Approved this November 12, 2012 by unanimous vote of the board of Directors at their regular monthly meeting.

A handwritten signature in dark ink, appearing to read "Bill Gordon", written over a horizontal line.

Executive Director

CSJ # 0912-70-105 Fed.# STP 2014(128) TE
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ATTACHMENT B PROJECT LOCATION MAP



CSJ # 0912-70-105 Fed.# STP 2014(128) TE
 District # 12-HOU
 Code Chart 64 # **IBD**
 Project: US 59 Bridge Lighting
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
 Off-System Standard AFA Budget Page – for TE Projects Budget Estimate
 LG Performs PE Work or Hires Consultant / TxDOT Lets Project to Construction Contract

Description of Project cost and credit to be incurred:	Total Estimated Cost or Value = Authorized Amount	Federal Participation (80% or <) Max TE \$3,199,312		State Participation = 0		Local Participation (20% or greater)	
		%	Cost	%	Cost	%	Cost
Locals will retain their local match for those services administered/contracted themselves.							
Direct Project PE Cost							
PE - includes design, planning, PS&E, clearances & administration by LG	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Environmental Cost - by LG	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
ROW - Acquisition and associated by LG	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Subtotal through PE by Local Gov't							
TxDOT Administrative cost incurred - PE:	Based on 10% of overall TxDOT ADM Cost estimated in Nomination's budget					Due within 30 days	
TxDOT - PE Phase - Direct State Costs reviews, clearances, admin, coordination, etc.	\$ 40,000.00	80%	\$ 32,000.00	0%	\$ -	20%	\$ 8,000.00
TxDOT Administrative cost incurred: CE	Remaining % of TxDOT ADM Cost based on current budget Estimate at letting					Due 60 days prior	
TxDOT - Construction Phase - Direct State costs - oversight, inspection, site visits, etc.	\$ 192,907.00	80%	\$ 154,325.00	0%	\$ -	20%	\$ 38,582.00
Direct Project Construction COST	Locals retain their local participation below to apply to project cost directly						
Construction Contract - work bid items, letting fees, clearance, permits, etc. CE	\$ 1,552,711.00	80%	\$ 1,242,169.00	0%	\$ -	20%	\$ 310,542.00
Other Associated Construction Cost	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Subtotal Construction	\$ 1,552,711.00		\$ 1,242,169.00		\$ -		\$ 310,542.00
TOTAL	\$ 1,785,618.00		\$ 1,428,494.00		\$ -		\$ 357,124.00

CSJ # 0912-70-105 Fed.# STP 2014(128) TE
District # 12-HOU
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The Estimated Total Participation by the Local Government is \$357,124.00, plus 100% of overruns. Payment of the Local's share of TxDOT's ADM PE Cost to be incurred is \$15,000.00, due within 30 days from execution of the AFA contract. Payment of the Local's share of TxDOT's ADM Cost for Construction and Direct Project Construction Cost to be incurred is \$349,124.00, due 60 days prior to the Construction contract being advertised for bids. This is an estimate. The eligible percent of required local match as stated in the nomination is 20% or greater. The final amount of Local Government participation will be based on actual costs and values. The Maximum TE federal funds available for the project are \$1,428,495.00.

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. Consider recommendations from the Mobility and Visual Improvements committee on:
- a. Engagement of lighting consultant to prepare plans for submission to TxDOT for relighting the bridges over US 59
 - b. Authorizing the publication of request for landscape maintenance contractor.
 - c. Recommendation for a \$15,000 grant for Mandell Park improvement project.
 - d. Authorizing supplemental services for Kudela & Weinheimer for work related to District banner signage.

Statement of Interest

It is with great pleasure that we submit our Architectural Lighting Consultant Qualifications for the Six Bridge Spans over Highway 59, between Shepherd Drive and Spur 529.

Based on our thorough reading of the Request for Qualifications, as well as our extensive knowledge of similar civic and transportation projects, we feel that we have a strong understanding of the lighting needs for these spaces.

Throughout their careers, Lance and Sarah Gandy have consulted on the following related projects:

- Woodlands Waterway Bridge
- Marriott Aruba Surf Club
- Houston First Baptist Church
- Hobby Airport 'Time In Motion' LED Art Installation
- METRO Transit Center and Administration Building
- Buffalo Bayou Partnership Headquarters
- George Bush Intercontinental Airport, Terminals A&B and FIS

When designing the lighting for a project of this nature there are three main areas which need to be addressed:

- **Visual Effect.** With the goal of the lighting in this project being almost entirely for visual effect, the success of this project will hinge largely on how the lighting appears--near and far and from a wide variety of angles. The intensity, color saturation, beam spreads, uniformity, and output of the selected fixtures will all need to be scrutinized in order to achieve a successful outcome.



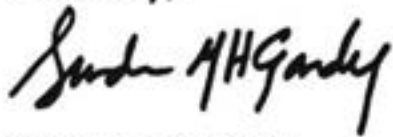
- **Durability and Maintainability.** Due to the fact that past lighting installations on these bridges have failed to stand the test of time, we recognize that the new installation will need to be highly durable and maintenance-friendly.
- **Ease and Functionality of Controls.** With the Montrose Management District desiring to coordinate controls between the bridges and throughout the neighborhoods, a control system that is simple yet capable and that integrates seamlessly will be key.

Having worked on many transportation projects in the past, we know that some of the other main concerns are managing **cost and schedule**, coordinating with **District and TxDOT regulations**, and meeting all **State and Federal mandates, including the National Electrical Code (NEC)**. Our principals have over 30 years combined experience managing all of these elements. With one of the only LEED Accredited Professional lighting designers in Texas as our Principal, we are uniquely suited to design and specify the lighting for a project with concerns about maintenance and energy.

And of course **budget costs—both upfront and long term—**are key concerns for a public property. As a consultant for the Montrose Management District we will be an advocate for MMD, ensuring that they get the very best lighting products and design for the money.

On the following pages you will find more details about our firm, experience and qualifications, as requested. We hope you will agree that with over 30 years combined experience in architectural lighting design, that Gandy² Lighting Design will be an excellent fit for the project team.

Sincerely,



Sarah M. H. Gandy
IALD, IES, LC, Assoc. AIA, LEED AP



gandy² lighting design

1824 Spring Street • Houston, Texas 77007 • 281.796.1253 • www.G2LD.com

Company Profile

Gandy² Lighting Design was founded in 2008 by principals Sarah and Lance Gandy. Sarah and Lance, who both have degrees in architecture and have over 30 years combined experience, served as Senior Lighting Designers at a number of large lighting design firms before founding their own. It was through these experiences that the Gandys were able to gain a strong foundation of both lighting design skills and the business of the lighting consultation process.

By founding Gandy² Lighting Design, Sarah and Lance aim to bring only the best lighting design and business practices to the architectural community.

By earning memberships and/or accreditation with:

- International Association of Lighting Designers (IALD),
- Illuminating Engineering Society (IES),
- National Council for the Qualification of Lighting Professionals (NCQLP, Lighting Certified-LC),
- American Institute of Architects (Associate AIA), and
- US Green Building Council/Green Building Certification Institute (LEED AP),

Sarah Gandy has achieved the distinction of being among the most accredited lighting designers in Texas.



HUB and WBE Statement

As a Texas based business, primarily owned by an American Woman, Gandy² Lighting Design has been certified as a Historically Underutilized Business (HUB) by the State of Texas. We have also been certified as a Woman-Owned Business Enterprise (WBE) by the City of Houston.

Available Services

- Full lighting consultation and design services including Schematic Design, Design Development, Construction Documents, and Construction Administration
- Lighting plans (based off of architect-provided AutoCAD backgrounds) including fixture designations, circuiting and controls
- Full fixture, lamping, and lighting control specifications with cut sheets. When possible we include three manufacturers for each specification in order to ensure competitive pricing
- Analysis, specification, and assistance with programming of control systems
- Custom lighting details
- Estimations of lighting fixture package costs
- Assistance with value engineering
- Cost payback analysis comparing lighting systems or technologies
- Computer renderings illustrating the look of different lighting concepts
- Computerized photometric reports showing light levels and ratios
- Construction administration services including regular site visits, responding to requests for information, and final punch lists



Our Principals

- *Sarah M. H. Gandy* earned a Bachelor of Science in Architecture from the University of Virginia. She has been elected by a jury of her peers as a professional member of the International Association of Lighting Designers (IALD) and has been Lighting Certified (LC) by the National Council on Qualifications for the Lighting Professional (NCQLP).

She has won six lighting design awards during her fifteen years in the field, and is an active member in the Illuminating Engineering Society (IES). In 2008 Ms. Gandy earned the distinction of LEED Accredited Professional (LEED AP).

In addition to lighting design, Ms. Gandy has worked as a writer and photographer on a myriad of architectural topics and has been published in a number of local and national publications.

- *Lance T. Gandy* holds a Bachelor of Architecture degree from the University of Houston and has been elected by a jury of his peers as a professional member of the International Association of Lighting Designers (IALD).

Having worked in architectural lighting design for the past seventeen years, he has received seven awards for his lighting designs and has had his work featured in numerous publications. He is an active member of the Illuminating Engineering Society (IES) and an Associate Member of the American Institute of Architects (AIA). Mr. Gandy has achieved the designation of Lighting Certified (LC) from the National Council for the Qualifications of the Lighting Professional (NCQLP).

Mr. Gandy works with light outside the firm as well. He is an accomplished photographer and has had his work featured in a number of galleries, museums, and publications.



References

- *Mike Carpernter*
Owner
Lesco Architectural Lighting
P: 713.923.7781
E: mcarpenter@LescoOnline.com
- *Bill Neuhaus, FAIA, LEED AP, Principal*
Studio Red Architects
P: 713.622.5333
E: neuhaus@studioreredarchitects.com
- *Catherine Callaway, AIA, LEED AP*
BNIM
P: 713.343.4100
E: ccallaway@bnim.com
- *Joe Meppelink, Principal*
MetaLab Studio
P: 713.426.3640
E: joe@metabolabstudio.com



Representative Client List

- City of Houston
- METRO
- Hobby Airport
- Buffalo Bayou Partnership
- Rice University
- University of Houston
- Hobby Airport
- ConocoPhillips
- British Petroleum (BP)
- Hines
- Carrizo Oil and Gas
- Houston First Baptist Church
- Exxon Mobil
- Wells Fargo
- Western Geco
- American General
- Wachovia
- Fulbright and Jaworski
- CGG Veritas
- MD Anderson
- Jones Hall
- Galveston Historical Foundation
- Reliant Energy
- George Bush Houston Intercontinental Airport
- Fidelity Investments
- El Paso Energy
- Cooper Industries
- USAA
- CBRE Trammel Crow



Sarah M. H. Gandy

IALD, IES, LC, Assoc. AIA, LEED AP

Current

- Gandy² Lighting Design, Managing Partner and Principal, 2008-Present

Past Professional Experience

- CharterSills Lighting Design, Senior Lighting Designer, 2006-2008
- Illuminations Lighting Design, Senior Lighting Designer, 2004-2006
- Bos Lighting Design, Project Manager and Lighting Designer, 1998-2004

Education

- Bachelor of Science in Architecture, University of Virginia

Professional Affiliations

- International Association of Lighting Designers (IALD), Professional Member
- Illuminating Engineering Society (IES) of North America, Member
- Lighting Certified (LC), National Council on Qualifications for the Lighting Professional
- American Institute of Architects (AIA), Associate Member
- U.S. Green Building Council, LEED Accredited Professional

Teaching Experience

- "Lighting for Visual Impact" for the Illuminating Engineering Society
- "Lighting for Interior Designers", regular featured class speaker, Houston Community College
- "Sustainable Lighting" for the US Green Building Council, Galveston Chapter

Lighting Design Awards

- IESNA International Illumination Design Award of Merit "Corporate Campus"
- IESNA International Illumination Design Award of Merit "Trinity Church"
- IESNA International Illumination Design Award "PESCE"
- IESNA International Illumination Design Award of Merit "Taylor High School"
- IESNA International Illumination Design Award of Merit "Private Residence"
- IESNA International Illumination Design Award "Corporate Offices"

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Lance T. Gandy

IALD, IES, LC, Assoc. AIA

Current

- Gandy² Lighting Design, Principal, 2008-Present

Past Professional Experience

- CharterSills Lighting Design, Senior Lighting Designer, 2006-2008
- Illuminations Lighting Design, Senior Lighting Designer, 2004-2006
- Bos Lighting Design, Senior Lighting Designer, 1996-2004

Education

- Bachelor of Architecture, University of Houston

Professional Affiliations

- International Association of Lighting Designers (IALD), Professional Member
- Illuminating Engineering Society (IES) of North America, Member
- Lighting Certified (LC), National Council on Qualifications for the Lighting Professional
- American Institute of Architects (AIA), Associate Member

Teaching Experience

- "Lighting for Visual Impact" for the Illuminating Engineering Society
- "Sustainable Lighting" for the US Green Building Council, Galveston Chapter

Lighting Design Awards

- International Illumination Design Awards, "Illumination Design Award" – Consolidated Car Rental, Houston, Texas
- International Illumination Design Awards, "Illumination Design Award" – TMC / Nabisco, Houston, Texas
- International Illumination Design Awards, "Award of Merit" – Episcopal High School, Houston, Texas
- International Illumination Design Awards, "Award of Merit" – Houston Intercontinental Airport Art, Houston, Texas
- International Illumination Design Awards, "Award of Merit" – American General Lobby, Houston, Texas
- International Illumination Design Awards, "Award of Merit" – Intercontinental Airport Tree Sculpture, Houston, Texas
- International Illumination Design Awards, "Award of Merit" – American General Exterior, Houston, Texas

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Related Projects

Project: **Woodlands Waterway Bridge**
Location: The Woodlands, Texas
Architect: Ford Powell and Carson

Description: Color Changing LEDs illuminate both the upper towers and lower tunnels of the Woodlands Waterway bridge, making it a central piece of the experience for pedestrian and water taxi visitors. LEDs can be programmed a wide variety of ways including cycling through the colors on a standard evening, or holding specific colors for holidays or events.



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Related Projects

Project: **Marriott Aruba Surf Club**

Location: Palm Beach, Aruba

Architect: Coleman and Partners

Description: A color-changing centerpiece was desired for the outdoor entertaining area of Marriott's Aruba Surf Club. The saturate colors of theatrical fixtures uplight the sails of the swim-up bar, central to an extensive pool system.



gandy² lighting design

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Related Projects

Project: **Houston First Baptist Church**
Location: Houston, Texas
Architect: Studio Red Architects

Description: The renovation of this Houston mega-church included a total redo of all lighting and control systems for the Sanctuary. Color changing LED lights illuminate the vast ceiling, allowing the mood of the space to change dramatically throughout the services and musical performances. Controls are coordinated with theatrical lights and house lights for the congregation to create a seamless experience as the users transition between scenes.



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Planting for the Future Campaign

October 21, 2013

Montrose District
5020 Montrose Suite 311
Houston, TX 77006
Attn: Josh Hawes

Dear Josh,

On behalf of the Friends of Mandell Park, we are pleased to submit this request for your consideration. **We hope the Montrose District will consider supporting our *Planting for the Future* capital campaign with a gift of \$15,000.** With these funds, the District will help transform Mandell Park into a vibrant, urban green space.

The southeast corner of Mandell and Richmond was not originally intended to be a city park. This half commercial/half residential property was purchased by the city in the 1980s to build a library, but when a nearby building became available, the plans were dropped and the abandoned corner became a dumping ground. Neighboring citizens started a city-wide community garden on the arable portion, and through their persistence, the property was transferred to the Houston Parks and Recreation Department in 2004 and subsequently cleared of debris. With no city money to make further improvements, an ever broadening group of citizens then mobilized to form the Friends of Mandell Park.

The next stage in the evolution of Mandell Park has been laid out in a Master Plan designed by Asakura Robinson. We originally budgeted \$1 million to build the park and allow a generous maintenance fund. To date, the philanthropic community has responded positively to this campaign and we have raised slightly more than our initial \$1,000,000 goal. We are hoping to raise another \$250,000 to cover increased costs.

Mandell Park's organic community garden, Meredith Gardens, will continue to be the park's focal point. As one of Urban Harvest's premiere community gardens, the garden's beds are filled with fragrant herbs, unusual vegetables and colorful flowers. Over the years, it has been nurtured and expanded by garden enthusiasts from across the city. In addition to serving as a hub for community activity and cooperation, the garden is an important source of fresh produce for local food banks serving indigent populations. The Master Plan includes an expanded garden area with handicapped-accessible raised planting beds and meandering foot paths.

A \$10,000 gift from the Montrose District will move the organization closer to its campaign goal and will benefit countless individuals who will enjoy the newly transformed park.

Enclosed are more details on this campaign. If you have any questions or need additional information, please don't hesitate to contact Skip Almoney at (713)524-4285. Thank you very much for your consideration of this request.

Sincerely,

Stanley R. Almoney, PhD
President, Friends of Mandell Park

Marianne Jones
Chair, Capital Campaign

A 501(c)(3) Corporation

PO Box 66551
Houston, Texas 77266-0551
713-524-4285
FoMandellPark@aol.com
www.friendsofmandellpark.org

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Marley Lott
Laura Spanjan
Doreen Stoffer
Phaebe & Bobby Tuitel
Lettitia G. Whittington



Mandell Park Renovation Schedule

The anticipated schedule for renovation of Mandell Park is:

- 1) October 11 - Final City Permits**
- 2) October 21 - Invitations to bid will go out to select contractors.**
- 3) October 21 - Plans sent to the General Services Department of HPARD.**
- 4) October 29 - Pre-bid meeting with contractors.**
- 5) November 6 - Bids due.**
- 6) November 19 -Houston Parks Board Approval.**
- 7) December 16(?) – Construction begins**
- 8) April 15, 2014(?) - Completion.**



Mandell Park Valuation

Upon completion of the Master Plan, Mandell Park is estimated to be valued at \$4,9730,000. Including the current market value of land, in this highly sought residential area, and previous improvements by the City of Houston to the Master Plan improvements provide the following estimate. The Total Project Budget of \$1.285 million reflects current 2013 cost estimates based upon updated construction drawings.

Land & Accomplished Improvements

Estimated Current Land Value (based of HCAD market values)	\$3,563,000
Removal of Foundations/Environmental/Grading/Sodding	<u>\$125,000</u>
Total Improvements	\$3,688,000

Planning/Design/Fundraising/Construction

Construction Documents and Permitting	\$85,000
Demolition	\$10,000
Grading/Drainage/Utility Improvements	\$40,000
Hardscapes	\$460,000
Plantings	\$175,000
Individual Elements (i.e. solar shed, benches, archways, etc.)	\$80,000
Maintenance Endowment	\$250,000
Parks Board Management Fee (5%)	\$50,000
Contingency (10%)	\$110,000
Fundraising Assistance	<u>\$25,000</u>
Total Project Budget	\$1,285,000

Total Mandell Park Valuation **\$4,973,000**



Projected Annual Maintenance Budget

Friends of Mandell Park anticipates remaining a private entity to maintain Mandell Park after the Master Plan improvements. Maintenance efforts will include contracting for landscape and hardscape maintenance, providing tools and seeds for gardeners, repair/replacement of benches, trees and shrubs, and financial support for community events held in the park. Friends of Mandell Park will continue to partner with the City of Houston Parks and Recreation Department (providing both water and lighting), to keep Mandell Park and its environs in top condition.

Projected Annual Revenue

Interest on Endowment	\$10,000
Donations	<u>\$4,000</u>
Annual Revenue	\$14,000

Projected Annual Expenses

Park Maintenance	\$7,500
Meredith Gardens	\$2,000
Communications	\$3,030
Office Supplies	<u>\$850</u>
Annual Expenses	\$13,380



We are pleased to submit this proposal for professional services in connection with the Landscape development of the **Montrose District—District Identity Marker Extra Services** - Houston, Texas.

This agreement, effective as of *November 4, 2013*, is between Client, **Montrose District** 5020 Montrose, Suite 311, Houston, Texas 77006 c/o Hawes Hill Calderon, LLP, Box 22167, Houston, Texas 77227-2167, and **Landscape Architect, Kudela & Weinheimer, L.P., (hereinafter K&W)**, 7155 Old Katy Road, Suite 270, Houston, Texas 77024.

Article 1: Landscape Architect's Basic and Additional Services

A. Landscape Architect's Basic Services are:

K&W will provide "Basic Services" as outlined herein. These services shall include Construction Administration for the Landscape Architectural portion of the **Montrose District—District Identity Marker**.

Construction Documents

Construction Documents will be produced for the landscape architectural portion of the project, which describe the project in greater detail and are suitable for bidding as well as to construct the project. The Construction Documents shall include the following:

1. Pull all of the utility maps from the City of Houston
2. Meeting with the City of Houston ROW department
3. Meeting with Center Point and ATT for work in the ROW
4. Materials and Layout Plans indicating the various materials as well as horizontal dimensioning used to build the project.
5. Hardscape construction details which indicate the means and methods for construction.
6. Technical sections of the specifications in the CSI format covering all work shown on the drawings.
7. Final construction cost estimates to include unit costs at current construction dollars.
8. Reviews with Client as required.
9. Drawings complete for Planning Department approval and Public Works and Engineering Department approval for successful completion of the encroachment application.

Note: The landscape architect will not proceed with Construction Administration without the authorization of the Montrose District Board.

K&W shall not be responsible for construction means, methods, techniques, or sequencing employed by the contractor, except to the extent that Landscape



Architect fails to exercise the usual degree of care and judgment of an ordinary, prudent professional engineer in the same or similar circumstances and conditions.

All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related Landscape Architecting services performed or furnished by the Landscape Architect under this Agreement will be the care and skill ordinarily used by members of the Landscape Architect's profession, practicing under similar conditions at the same time and in the same general locality.

Article 2: Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items. *K&W assumes no responsibility for the accuracy of such information or services.*
- B. Client shall furnish the services of the following consultants as may be needed: **Structural Engineer, MEP Engineer and/ or Permit Expediter Services.**
- C. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- D. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3: Estimated Schedule and Project Budget

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project Schedule.
- B. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect.

Article 4: Compensation and Payments

- A. Basic Services: Compensation for the Basic Landscape Architectural services described above shall be a stipulated sum of and not to exceed **\$9,500** and billed monthly on a percentage of completion per the following schedule

Construction Documentation	\$9,500.00
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- B. Project Assumptions:

- Meetings or presentations not described specifically
- Extensive drawing, survey, and digital file changes—exceeding five changes
- Revisions to work after prior approval by Client
- Changes to scope of work or plans after 100% submission



- Drawing perspectives, bird's eye views
- All Structural, MEP, will be provided by the Owner.

C. Additional Services: Services requested by the Client that are not included in the scope of services shall be billed as Additional Services at a rate per the following schedule:

Principal	\$145/ hr
Project Manager	\$95/ hr
Staff Architect	\$85/ hr
Administrative assistant	\$45/ hr

Kudela & Weinheimer shall issue monthly invoices for professional services. Client shall pay amounts that are due not more than **thirty (30)** days after the date of Client's receipt of a valid statement. Amounts properly due yet unpaid after the expiration of **forty-five (45)** days after Client received K&W's valid statement shall bear simple interest at an annual rate of **eight percent (8%)**, unless otherwise limited by law. Each monthly invoice shall include an accounting of:

1. The portion of the Basic Compensation earned by K&W during the period covered by the invoice.
2. All Reimbursable Expenses incurred by K&W during the period covered by the invoice.
3. All Extra Services earned by K&W during the period covered by the invoice.

C. Reimbursable Expenses: Expenses that are required for the performance of the work shall be billed to the Client on a monthly basis with a 15% markup. These expenses shall include, but are not limited to the following:

1. Prints of drawings as required to perform the work or for the information of the Client and/ or other consultants.
2. Use of reprographic services for enlargements, reductions, or reproduction of drawings.
3. Computer Plotting.
4. Mail, Courier, or Overnight delivery services.
5. Special supplies unique to the performance of this work.
6. Mounting or laminating of drawings.
7. Automobile travel at \$0.58 a mile.

**Article 5: Termination**

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's non-payment.
- D. Any change of address for Landscape Architect or Client must be updated within ten (10) days to all parties to this Agreement, and receipt of such change of address must be confirmed, either by certified mail, return receipt, or by facsimile confirmation to ensure that the change of address has been received.
- E. All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landscape Architect at:

Mr. Darin Weinheimer
KUDELA & WEINHEIMER, L.P.
7155 Old Katy Road, Ste. 270
Houston, Texas 77024-2195
Facsimile: 713.869.0908

To Client at:

Montrose District
c/o Hawes Hill Calderon, L.L.P.
P.O. Box 22167
Houston, Texas 77227-2167
Attention: Bill Calderon
Facsimile: 713-541-9906

Article 6: Insurance Requirements

- A. The Landscape Architect shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. The Landscape Architect shall furnish certificates of insurance and certified copies of any endorsements required by this Agreement to the Client evidencing compliance with the insurance requirements hereof. Certificates shall list the Landscape Architect, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. The Landscape Architect shall cause its insurance companies to provide the Client with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. The Landscape Architect shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Worker's Compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
 - 2. Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability



Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 4. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
 5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- B. The Client and the Client's agents and employees shall be added as additional insureds to all coverage's required under this Agreement, except for worker's compensation insurance and professional liability insurance. All policies written on behalf of the Landscape Architect shall contain a waiver of subrogation in favor of the Client and the Client's agents and employees, with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the Client, and without rights of contribution or recovery against the Client or from any such other insurance available to the Client. The Landscape Architect, and not the Client, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the Landscape Architect.

Article 7: Use and Ownership of Landscape Architect's Documents

- A. All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the "Documents") shall be the property of the Client, provided that the Landscape Architect has received full compensation due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. The Landscape Architect agrees that it shall not reuse any portion of the Documents that is unique to the Client's projects or projects for any other client, without the express written consent of the Client, which consent will not be unreasonably withheld. The Landscape Architect may retain a set of reproducible record copies of the Documents, in consideration of which it is mutually agreed that the Client will use such Documents solely in connection with the project covered by the Agreement.

Article 8: Miscellaneous Provisions

- A. This Agreement is governed by the Laws of the State of Texas.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agree-



ments, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents; except to the extent that Landscape Architect fails to exercise the usual degree of care and judgment of an ordinary, prudent professional engineer in the same or similar circumstances and conditions.
- F. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- G. If this Agreement is not signed and returned to Landscape Architect within ten (10) business days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- H. The relationship between the Landscape Architect and the Client under this Agreement and otherwise shall be that of independent contractor. The Landscape Architect is not by the terms of this Agreement or otherwise, an agent, employee, or representative of the Client.
- I. For purposes of interpretation of the meaning of any clause, phrase or paragraph of this Agreement, both parties to this Agreement acknowledge having had input in the drafting of this agreement. This Agreement shall not therefore be interpreted for or against either party because of that party or its counsel having drafted the Agreement.

INDEMNITY PROVISION

LANDSCAPE ARCHITECT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CLIENT, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) BROUGHT BY LANDSCAPE ARCHITECT OR ANY OF LANDSCAPE ARCHITECT'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENCE, OMISSION, OR MISCONDUCT OF LANDSCAPE ARCHITECT'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES.



Accepted: *Montrose District*

Submitted: *Kudela & Weinheimer LP*

Signature/Date: _____

Signature/Date: _____

Print:

Name/Title: _____

Print:

Name/Title: *Darin Weinheimer*
Secretary.