

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

**April 11, 2016**

**DETERMINE QUORUM; CALL TO ORDER.**

The Board of Directors of the Montrose Management District held a regular meeting, open to the public, on Monday, April 11, 2016, at 12:00 p.m. at St. Thomas University, 3800 Montrose Blvd., Malloy Hall, Carol Tatkon Boardroom, Houston, Texas 77006, inside the boundaries of the District, 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 -	Tammi Wallace	Position 10 -	Michael Grover
Position 3 -	Randy Mitchmore, <i>Vice Chairman</i>	Position 11 -	Ellyn Wulfe
Position 4 -	vacant	Position 12 -	Brad Nagar, <i>Ass't Secretary</i>
Position 5 -	Lane Llewellyn, <i>Secretary</i>	Position 13 -	vacant
Position 6 -	Robert Jara	Position 14 -	Todd Edwards
Position 7 -	Ryan Haley	Position 15 -	vacant
Position 8 -	Stephen L. Madden		

and all were present, with the exception of Directors Wallace, Mitchmore, Hubbard, Nagar and Edwards, thus constituting a quorum. Also present were David Hawes, Jerry Lowry, Holli Robinson, Linda Clayton, Gretchen Larson and Tony Allender, all with Hawes Hill Calderon, LLP; Clark Lord, Bracewell LLP; Caryn Adams, Municipal Accounts & Consulting; Dennis Beedon, Montrose Business Ambassador; Pat Hall, Equi-Tax, Inc.; and Ray Lawrence, Lawrence & Associates. Others attending the meeting were Officer Wayne Pate, Montrose HPD; Tawny Tidwell, Montrose MD social media strategist; Daphne Scarbrough, Richmond Avenue Coalition; Michael Hardy; and Robert Wagnon, RSMC. Chairman Wynn called the meeting to order at 12:00 p.m.

**RECEIVE PUBLIC COMMENTS.**

There were no public comments.

**APPROVE MINUTES OF REGULAR MEETING HELD MARCH 14, 2016.**

Upon a motion duly made by Director Grover, and being seconded by Director Wulfe, the Board voted unanimously to approve the Minutes of the March 14, 2016, Board meeting, as presented.

**12:01 p.m. Director Tammi Wallace arrived meeting.**

#### **RECEIVE NOMINATIONS AND ELECT SECRETARY.**

Director Lane Llewellyn volunteered to be Secretary. The Board voted unanimously to elect Director Lane Llewellyn as Secretary of the Board of Directors.

#### **RECEIVE UPDATE FROM PUBLIC SAFETY COMMITTEE.**

Mr. Lowry reported the Committee met on March 23, a copy of the Committee Minutes is included in the Board agenda materials. He went over the Patrol Summary Report for March, 2016, and answered questions. He reported a public safety booth is being added at the HEB Recycling Event scheduled for May 21 and Officer Beserra will be providing information on District public safety services at the event. Officer Pate discussed an arrest made in the District the previous evening and answered questions. Mr. Hawes reported decals were being ordered to place on the District's patrol vehicles to provide higher visibility in the District. No action from the Board was required.

#### **RECEIVE UPDATE FROM MOBILITY AND VISUAL IMPROVEMENTS COMMITTEE.**

Mr. Allender reported the City is having a meeting tomorrow night to present the Special Parking Area concept and to receive feedback from the community. He reported the granite to be used in the esplanades project would not be received for another 10 to 12 weeks, causing a slight delay in the project. He reported the agreement with TxDOT for the bridge lighting has been finalized.

##### **a. Receive and consider continuation of bike rack program.**

Mr. Allender reported 13 businesses have requested bike racks in the District. He reported the Committee was recommending approval of the expansion of the program and the ability to select the best locations for the bike racks. He reported the bike rack program is an item included in the budget. Upon a motion duly made by Director Llewellyn, and being seconded by Director Grover, the Board voted unanimously to approve expansion of the bike rack program and authorized staff to move forward, including staff and Committee selecting the best locations for additional bike racks.

#### **RECEIVE UPDATE AND RECOMMENDATIONS FROM MARKETING AND BUSINESS DEVELOPMENT COMMITTEE.**

Ms. Larson reported a flyer has been circulated for the Special Parking Area community meeting scheduled for April 12, 2016, from 6:30 – 7:30 p.m. She reported the next Recycling Event is scheduled for May 21 at 1701 W. Alabama.

##### **a. Receive and consider recommendation from Public Relations Committee to engage the services of CKP Consulting Services for development and implementation of a Strategic Public Relations Outreach Plan for the District in the amount of \$2,000.00 per month.**

Ms. Larson provided a report on the Public Relations Sub-Committee meeting held April 6, a copy of the Committee Minutes is included in the Board agenda materials. A handout was provided on the proposed

Communications Services Agreement with CKP Consulting Services, a copy is attached as Exhibit A. She reported the agreement provides for a public relations outreach plan for six months. She reported CKP, after reviewing how the District handles its current public outreach, would develop press materials, create a media list research and develop a press strategy calendar and conduct direct outreach to local and regional media. She reported CKP's fees were \$2,000.00 a month. There was general discussion regarding the agreement. Upon a motion duly made by Director Wulfe, and being seconded by Director Haley, the Board voted unanimously to approve the Communications Services Agreement with CKP Consulting Services in the amount of \$2,000.00 per month, subject to the District's attorney's review and potential minor changes to language concerning ownership of property.

#### **RECEIVE UPDATE FROM BUSINESS AND ECONOMIC DEVELOPMENT COMMITTEE.**

Mr. Lawrence provided a report on the Committee meeting held March 23, a copy of the Committee minutes is included in the Board agenda materials. He reported Mr. Paul Ankar has made a decision to proceed with his parking garage project for retail buildings located at 1627-1639 Westheimer. He reported the Committee discussed holding two focus groups with the first meeting to be tentatively held May 4 at the Canopy Restaurant from 7:30 to 9:00 a.m. Walkability, transit and bike-ability maps were reviewed and discussed. No action from the Board was required.

#### **RECEIVE UPDATE AND RECOMMENDATIONS FROM FINANCE COMMITTEE.**

##### **a. Receive Assessment Collection Report.**

Ms. Hall handed out an Assessment Collection Report on the east and west zone combined, a copy is attached as Exhibit B. She reported a 94% collection rate on the 2015 Assessments, with no uncertified values. No action from the Board was required.

##### **b. Receive and consider monthly financial report and approve invoices for payment.**

Ms. Adams presented the monthly financial report and went over invoices, included in the Board agenda materials. She reported three checks not included in the check detail: #5419 payable to Cracked Fox; #5420 payable to the Houston Business Journal for legal notices; and #5421 payable to Mr. Dirt of Texas for street sweeping expenses. Chairman Wynn stated the Finance Committee had reviewed the report and invoices and was recommending the Board accept the monthly financial report and approve invoices for payment. Upon a motion duly made by Director Wulfe, and being seconded by Director Llewellyn, the Board voted unanimously to accept the monthly financial report and approved invoices for payment.

#### **RECEIVE EXECUTIVE DIRECTOR'S MONTHLY REPORT.**

Mr. Hawes provided an update on the potential multi-block development planned by Fred Sharifi in the District and answered questions. He reported staff continues to report 311 incidents and a cleanup update is included in the Executive Director's Report. No action from the Board was required.

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.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTION BY LEGAL COUNSEL RELATED TO EXECUTIVE SESSION.

An executive session was not called.

ADJOURN.

There being no further business to come before the Board, Chairman Wynn adjourned the meeting at 12:40 p.m.

(Seal)



Secretary *CHAIR*

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'Wynn'.

List of Exhibits:

- A. Communications Services Agreement with CKP Consulting Services
- B. Assessment Collection Report, east and west zone combined

## COMMUNICATIONS SERVICES AGREEMENT

This Communications Services Agreement ("Agreement") is made effective as of April 15, 2016 ("Effective Date") by and between Montrose Management District of PO Box 2167, Houston, Texas 77227 and CKP Communications Group, a Texas Limited Liability Company, doing business as "CKP", of P.O. Box 66223, Houston, Texas 77266-6223.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "CKP".

CKP has a background in marketing, content marketing, public relations and social media and is willing to provide services to Client on the terms set forth herein.

Client desires to have services provided by CKP on the terms set forth herein.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on April 15, 2016, CKP will provide the following services (collectively, the "Services") to Client: Communications Consulting, which includes general Public Relations support, as more specifically described in Exhibit B hereto.

### **2. PERFORMANCE OF SERVICES.**

a. CKP will implement plans and strategies designed to help Client gain awareness for its service offerings.

b. As part of the Services, CKP may conduct research to better understand the behavior of Client's customers and what motivates them to utilize Client's services. CKP may use that research to design approaches specific to the Client's needs.

c. CKP shall work with designated personnel of Client to determine and execute the communications strategy.

The manner in which the Services are to be performed and the specific hours to be worked by CKP shall be determined by CKP. CKP will work as many hours as may be reasonably necessary to fulfill CKP's obligations under this Agreement in CKP's professional judgment.

### **3. PAYMENT.**

a. Fees and operating expenses will be invoiced by CKP to Client in the amounts as outlined in Exhibit A.

b. The monthly fee will be invoiced on the 15th day of each month, and payable within 15 days of the invoice date.

- c. Late payments will be assessed a 1.5% fee of the monthly fee, not to exceed 18% annually, or the maximum amount allowed by law.
- d. Payments made after the due date will apply first to the past due balance, then the regular, monthly fee.
- e. If Client fails to pay any outstanding balance within 30 days of the date on which such balance became past due, then CKP has the right to discontinue work until Client has paid all amounts outstanding and then-payable under this Agreement. CKP shall have no liability for any losses or damages to Client if work is discontinued due to Client's failure to make payments hereunder.

**4. EXPENSE REIMBURSEMENT.** CKP shall be entitled to reimbursement from Client for "out-of-pocket" expenses, including, but not limited to postage and supplies (for media mailings), tips, travel, accommodation and subsistence incurred specifically in the performance of the Services. When applicable, Client will be billed directly by third party vendors.

**5. ADDITIONAL SERVICES APPROVAL.** CKP and Client recognize that Client may desire to hire CKP to perform Services or work on projects beyond the Services originally contemplated by the parties ("Additional Services"). Prior to the commencement of any such Additional Services, CKP shall submit a project budget, inclusive of project fees estimated by CKP and any anticipated third party vendors, and obtain the approval of Client.

**6. TERM/TERMINATION.** This Agreement shall be effective for the period of April 15, 2016 through October 15, 2016. If either party wishes to terminate the agreement, they must provide the other party with written notice of termination at least 30 days prior to the termination of the applicable initial term.

**7. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to all forms of intellectual property and proprietary rights, however denominated and whether or not registered or subject to statutory registration, including but not limited to research, data, business information, inventions, discoveries, improvements, know-how, trade secrets, and all written or otherwise tangible expressions thereof, whether copyrightable or not, whether patentable or not, and all trademarks/service marks, trade dress, logos, corporate, trade, and business names and other indicia of origin, along with all associated goodwill therein (collectively, "Intellectual Property Rights").

- a. All Intellectual Property Rights owned, controlled or licensed by CKP, whether or not created or acquired during or in connection with the Services, ("CKP Intellectual Property Rights") shall remain the property of CKP. Client's access to CKP Intellectual Property Rights during the course of the Services, if any, is incidental and in no way conveys ownership to or grants a license in any of CKP Intellectual Property Rights to Client.

## 8. CONFIDENTIALITY.

- a. Client recognizes that CKP may have access to proprietary and confidential information of Client (collectively, "Client Information") which is a valuable, special and unique asset of Client and needs to be protected from improper disclosure. In consideration for the disclosure of Client Information to CKP, CKP agrees that CKP will not at any time or in any manner, either directly or indirectly, use any Client Information for CKP's own benefit, or divulge, disclose, or communicate in any manner any Client Information to any third party without the prior written consent of Client, except as required by law. Notwithstanding the foregoing, Client recognizes that CKP may represent other clients who are competitors of Client and that CKP's obligations hereunder do not prevent such representations; CKP's representation of competitors of Client will not be deemed a breach hereof.
- b. Similarly, Client shall maintain the confidentiality of all CKP Intellectual Property Rights, including but not limited to all media, mailing and email lists that CKP may disclose to Client during the provision of Services under this Agreement as being confidential and/or proprietary in nature.
- c. The undersigned parties agree not to disclose to any third-party the proprietary information of the other party during the course of and subsequent to the termination of this Agreement.
- d. The confidentiality provisions herein shall remain in full force and effect after the termination of this Agreement.

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client:

David Hawes, Executive Director  
Montrose Management District  
PO Box 22167  
Houston, Texas 77227-2167

IF for CKP:

CKP  
Carey Kirkpatrick  
Principal  
P.O. Box 66223  
Houston, Texas 77266-6223

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. There are no third-party beneficiaries to this Agreement.

**11. AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and is signed by both parties.

**12. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**14. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to choice of law principles.

**15. ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**16. HEADINGS.** The headings in this Agreement are for convenience only and shall not be taken into consideration in the interpretation or construction of this Agreement.



**17. SIGNATORIES.** This Agreement shall be signed on behalf of Client by Gretchen Larson and on behalf of CKP by Carey Kirkpatrick, Principal and effective as of the date first written above. The signatories hereto are authorized to enter into this Agreement on behalf of Client and CKP, respectively.

Party receiving services:  
Montrose Management District

By: \_\_\_\_\_  
Claude Wynn, Chairman  
Montrose Management District

Party providing services:  
CKP Communications Group, LLC

By: \_\_\_\_\_  
Carey Kirkpatrick  
Principal

**EXHIBIT A**  
*Fee Schedule*

<b><i>Month</i></b>	<b><i>Fee</i></b>	<b><i>Invoice Date</i></b>	<b><i>Invoice Due Date</i></b>
April 2016	\$2,000	April 15	April 30
May 2016	\$2,000	May 15	May 30
June 2016	\$2,000	June 15	June 30
July 2016	\$2,000	July 15	July 30
August 2016	\$2,000	August 15	August 30
September 2016	\$2,000	September 15	September 30

Fee includes: account management, editorial services for media materials, client counsel, meetings, reporting and other costs

Estimated Expenses

Expenses incurred on behalf of operating this account would be billed separately each month. Such expenses would include: postage, special mailing services, photography production and distribution, physical press kit materials, client-related supplies, courier services, etc. Any out-of-pocket expense more than \$100 would be submitted to Client for prior approval, and any expense that would exceed \$250 would be paid directly by Client.

Related Costs

Additional hard costs required for printed promotional and media materials will be budgeted separately.

**EXHIBIT B**  
*Scope of Services*

**Scope of Services:**

**Public Relations**

CKP will work with the Montrose District to identify and refine story ideas. We will create a target list of opportunities, supported by research and direct outreach, to help the Montrose Management District extend its brand and message further to target audiences.

- Creation of press materials, including press kit, bios of key personnel, info sheets and graphics, testimonials and more
- Media list research and development
- Press strategy calendar, with target release dates, pitch opportunities and editorial deadlines
- Direct outreach to local and regional media
- Planning and management of media

**Additional Services**

This following Additional Services **are not** included in this scope of services:

- Crisis communications
- Communications strategic planning and plan development
- Content Marketing (blogs, social media, video)
- Advertising

If Client would like to add the above (or other) Additional Services to CKP's scope of services, CKP will submit a written proposal for review and approval by the Client.

**MONTROSE DISTRICT**  
**COMBINED EAST & WEST ZONES**

**MARCH 2016**  
**BILLING AND COLLECTIONS SUMMARY**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2015	0.12500	\$2,173,359.55	\$2,052,321.72	\$121,037.83	94%
2014	0.12500	\$1,938,505.44	\$1,931,879.11	\$6,626.33	99%
2013	0.12500	\$1,629,734.08	\$1,622,786.46	\$6,947.62	99%
2012	0.12500	\$1,400,259.46	\$1,398,062.92	\$2,196.54	99%
2011	0.12500	\$1,293,298.86	\$1,292,574.19	\$724.67	99%
2010	0.12500	\$1,270,090.12	\$1,270,052.62	\$37.50	99%

ASSESSED VALUE FOR 2015:	<b>1,748,524,983</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2014:	<b>1,556,705,323</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2013:	<b>1,308,380,713</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2012:	<b>1,121,221,374</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2011:	<b>1,034,660,354</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2010:	<b>1,016,092,124</b>	Uncertified:	<b>0</b>