

HOBBY AREA MANAGEMENT DISTRICT



HOBBY AREA DISTRICT

Agenda and Agenda Materials
Meeting of the Board of Directors

March 5, 2015



HOBBY AREA DISTRICT

HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER NINE (HOBBY AREA MANAGEMENT DISTRICT MEETING)

TO: THE BOARD OF DIRECTORS OF THE HOBBY AREA MANAGEMENT DISTRICT AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that a regular meeting of the Board of Directors of the Hobby Area Management District will be held on Thursday, March 5, 2015, at 1:00 PM in the Doubletree Hilton Hobby - 8181 Airport Blvd, Houston, TX 77061, 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. Receive public comments.
3. Approve minutes of meeting held February 12, 2015.
4. Receive Bookkeeper's Report and approve invoices for payment.
5. Consider resolution, application, certificate of formation and bylaws pertaining to the creation of the Hobby Area Improvement Corporation.
6. Consider mobile security camera contract with S.E.A.L. Security.
7. Consider contract with Harris County with regard to the provision of County Nuisance Abatement Services.
8. Receive update and discuss Memorandum of Understanding by and between Hobby District and Scenic Houston for the funding and maintenance of streetscapes on Broadway Blvd.
9. Consider FY 2015 Annual Operating District Budget.
10. Adjourn.



Executive Director

HOBBY AREA MANAGEMENT DISTRICT
(HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 9)
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

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

3. Approve minutes of the meeting held February 12, 2015.

**MINUTES OF THE MEETING OF THE
HOBBY AREA MANAGEMENT DISTRICT
BOARD OF DIRECTORS**

February 12, 2015

1:10 p.m. Prior to Quorum

RECEIVE UPDATE ON FUNDRAISING EFFORTS FROM SCENIC HOUSTON.

A handout was distributed on the Broadway/Hobby Corridor Redevelopment Project, a copy is attached as Exhibit A. Anne Culver with Scenic Houston provided an overview of the project. Max Watson with Scenic Houston discussed the strategy, progress and fundraising efforts. They answered questions regarding the timeframe, donation goals and commitments in place. Mr. Hawes requested Ms. Culver to provide a second agreement ready for the Board to review at the next board meeting, including timeline expectations expected from Scenic Houston.

DETERMINE QUORUM; CALL TO ORDER.

The Board of Directors of the Hobby Area Management District held a regular meeting on Thursday, February 12, 2015, at 1:00 p.m. in the Doubletree Hilton Hobby, 8181 Airport Blvd., Houston, Texas 77061, inside the boundaries of the District, open to the public, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 -	Danny Perkins, <i>Chairman</i>	Position 7 -	Marjorie Evans
Position 2 -	Helen Bonsall, <i>Vice-Chair</i>	Position 8 -	<i>vacant</i>
Position 3 -	Todd Szilagyi	Position 9 -	Darryl Bailey
Position 4 -	Perry J. Miller	Position 10 -	Vic J. Zachary
Position 5 -	Ann Collum	Position 11 -	Alberto Cardenas
Position 6 -	Sue De Haven, <i>Secretary</i>		

and all were present, with the exception of Directors Evans, Bailey and Zachary, thus constituting a quorum. Also present were David Hawes, Susan Hill, Josh Hawes, Linda Clayton, Gretchen Larson, Eoles Whitaker and Tony Allender, all with Hawes Hill Calderon, LLP; Clark Lord, Bracewell & Giuliani; Jack Roland, Roland Fry & Warren; and Jeff Sonnheim, Equi-Tax, Inc. Others attending the meeting were Anne Culver and Max Watson, both with Scenic Houston. Chairman Perkins called the meeting to order at 1:30 p.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

APPROVE MINUTES OF MEETING HELD JANUARY 8, 2015.

Upon a motion duly made by Director Bonsall, and being seconded by Director Collum, the Board voted unanimously to approve the Minutes of the January 8, 2015, Board meeting, as presented.

RECEIVE BOOKKEEPER'S REPORT AND APPROVE INVOICES FOR PAYMENT.

Mr. Roland presented the December 2014 Bookkeeper's Report, a copy is attached as Exhibit B, and went over invoices, included in the Board agenda materials. Mr. Sonnheim distributed the January 2015 Assessment Collections Report, a copy is attached as Exhibit C. He reported 47% collected through January and reported as of today 88% had been collected on the 2014 assessments. Mr. Cardenas requested that Greater East End Management provide a report on the location of graffiti problems. Josh Hawes answered questions regarding the mobile security cameras. Upon a motion duly made by Director

Miller, and being seconded by Director De Haven, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices.

ACCEPT BOOKKEEPER/INVESTMENT OFFICER'S ANNUAL DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT.

Upon a motion duly made by Director Miller, and being seconded by Director De Haven, the Board voted unanimously to accept the Annual Disclosure under the Public Funds Investment Act from the Bookkeeper and Investment Officer, as presented.

APPROVE RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS.

Mr. Hawes reviewed the Resolution regarding annual review of Investment Policy and List of Qualified Broker/Dealers, included in the Board agenda materials. He reported he was recommending no changes to the Investment Policy. He reported Southwest Securities had merged with PlainsCapital Bank and he was recommending Southwest Securities be removed from the list of qualified broker/dealers. Upon a motion duly made by Director Collum, and being seconded by Director De Haven, the Board voted unanimously to approve the Resolution Regarding Annual Review of Investment Policy and List of Qualified Broker/Dealers as amended deleting Southwest Securities from the list of qualified broker/dealers.

CONSIDER RESOLUTION, APPLICATION, CERTIFICATE OF FORMATION AND BYLAWS PERTAINING TO THE CREATION OF THE HOBBY AREA IMPROVEMENT CORPORATION.

Mr. Hawes reviewed the documents, included in the Board agenda materials, and answered questions. Ms. Hill pointed out that the Incorporators must be residents of the District. Mr. Hawes reported this item would be put on the next Board meeting agenda for consideration to give the Board and attorney time to review the documents. No action from the Board was required.

CONSIDER BROADWAY BLVD. FUNDING AGREEMENT BY AND BETWEEN THE CITY OF HOUSTON AND HOBBY AREA MANAGEMENT DISTRICT.

Mr. Hawes reviewed the Funding Agreement, included in the Board agenda materials. He went over the duties of the District and answered questions. Upon a motion duly made by Director Cardenas, and being seconded by Director De Haven, the Board voted unanimously to approve the Broadway Blvd. Funding Agreement by and between the City of Houston and Hobby Area Management District with the District to fund \$557,432.00 in accordance with the Agreement.

CONSIDER MOBILE SECURITY CAMERA CONTRACT WITH S.E.A.L. SECURITY.

Josh Hawes reviewed the Contract with S.E.A.L. Security for the mobile security cameras, included in the Board agenda materials. He reported the cameras have been installed for the last six months and no bills have been received from S.E.A.L. Security. After further discussion, the consensus was to have the Public Safety Committee review the Contract and bring back to the Board for approval at the next meeting.

CONSIDER FY 2015 ANNUAL OPERATING DISTRICT BUDGET.

Mr. Hawes went over the proposed FY 2015 Annual Operating District Budget, included in the Board agenda materials, and answered questions. Director Miller discussed the Committee's recommendation to install newly designed signs to replace the current signs throughout the District. Funding of the project was discussed. There was general discussion regarding funding reserves. After further discussion, the budget was tabled and will be brought back to the next Board meeting for approval.

RECEIVE EXECUTIVE DIRECTOR'S MONTHLY REPORT ON ACTIONS/INITIATIVES IN SUPPORT OF THE DISTRICT'S SERVICE PLAN.

Mr. Hawes reported the State of District luncheon is being held on March 5, 2015, from 11:30 to 1:00 p.m. at the Hobby Doubletree. He reported the Stakeholders meeting is scheduled for Mach 9, 2015, at the Doubletree Hilton from 6:30 to 8:30. There was general discussion regarding the next Board meeting and the consensus was to move the Board meeting to Thursday, March 5, 2015, at 1:00 p.m.

ADJOURN.

There being no further business to come before the Board, Chairman Perkins adjourned the meeting at 2:25 p.m.



Secretary

List of Exhibits:

- A. Presentation from Scenic Houston, Broadway/Hobby Corridor Redevelopment Project
- B. Monthly Financial Report, December 2014
- C. Assessment Collection Report, January 2015

HOBBY AREA MANAGEMENT DISTRICT
(HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 9)
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

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

4. Receive the bookkeeper's report and approve invoices for payment.

HOBBY AREA MANAGEMENT DISTRICT

MONTHLY FINANCIAL REPORT

JANUARY 2015

**Hobby Area Management District
Balance Sheet
As of January 2015**

	Jan 31, 15
ASSETS	
Current Assets	
Checking/Savings	
Amegy Bank	19,236.64
Wells Fargo Bank	902,049.05
Plains State Bank	245,000.00
TexSTAR	30,064.25
Total Checking/Savings	1,196,349.94
Other Current Assets	
Assessment Receivable	864,164.99
Total Other Current Assets	864,164.99
Total Current Assets	2,060,514.93
TOTAL ASSETS	2,060,514.93
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	73,306.78
Total Accounts Payable	73,306.78
Other Current Liabilities	
Assessment Refunds Payable	4,215.94
Deferred Assessment Revenue	1,434,091.49
Total Other Current Liabilities	1,438,307.43
Total Current Liabilities	1,511,614.21
Total Liabilities	1,511,614.21
Equity	
Retained Earnings	465,177.82
Net Income	83,722.90
Total Equity	548,900.72
TOTAL LIABILITIES & EQUITY	2,060,514.93

Hobby Area Management District
Statement of Sources & Uses - Budget vs Actual
January 2015

	<u>Jan 15</u>	<u>Budget</u>	<u>Annual Budget</u>
SOURCES OF FUNDS			
District Assessments	129,445.90	122,960.00	1,475,516.00
Penalty & Interest Revenue	288.77	1,667.00	20,000.00
Overpayments	162.77	1,167.00	14,000.00
Assessment Refunds	-4,215.94	-2,000.00	-24,000.00
Street Light Reimbursement	0.00	11,223.00	134,678.00
Grants and Donations	0.00	3,333.00	40,000.00
Interest Revenue	27.63	25.00	300.00
Total SOURCES OF FUNDS	<u>125,709.13</u>	<u>138,375.00</u>	<u>1,660,494.00</u>
USES OF FUNDS			
Public Safety			
Contract Public Safety	10,570.50	16,848.00	202,180.00
Apartment Life Initiatives	1,619.50	2,083.00	25,000.00
Mobile Cameras	0.00	2,400.00	28,800.00
Street Light Outage Survey	0.00	175.00	2,100.00
Graffiti Abatement	2,560.00	2,792.00	33,500.00
Total Public Safety	<u>14,750.00</u>	<u>24,298.00</u>	<u>291,580.00</u>
Mobility, Environ, Urban Design			
Porter Service	5,416.67	4,375.00	52,500.00
Total Mobility, Environ, Urban Design	<u>5,416.67</u>	<u>4,375.00</u>	<u>52,500.00</u>
Business & Economic Development			
Economic Developmt Programs	75.00	13,500.00	162,000.00
Events, Festivals, Comm. Proj.	141.27	3,083.00	37,000.00
Creative ED Support	4,210.00	5,975.00	71,700.00
Marketing Mtis & Promo Items	0.00	2,333.00	28,000.00
Total Business & Economic Development	<u>4,426.27</u>	<u>24,891.00</u>	<u>298,700.00</u>
Administration			
Exec & Board Support Services			
Administration & Management	9,292.00	9,292.00	111,504.00
Meeting Expense	0.00	417.00	5,000.00
Reimbursable Expenses	502.75	667.00	8,000.00
Postage	59.47	8.00	100.00
Office Supplies	530.48	117.00	1,400.00
Public Notices, Advertising	9.19	100.00	1,200.00
Total Exec & Board Support Services	<u>10,393.89</u>	<u>10,601.00</u>	<u>127,204.00</u>
Legal Services	302.32	2,500.00	30,000.00
Audit Services	0.00	250.00	3,000.00
Bookkeeping	600.00	600.00	7,200.00
Assessment Billing	1,699.08	1,875.00	22,500.00
Assessmt Database Mgmt	300.00	300.00	3,600.00
Office Equipment	0.00	250.00	3,000.00
Insurance	0.00	125.00	1,500.00
Other	48.00	58.00	700.00
Total Administration	<u>13,343.29</u>	<u>16,559.00</u>	<u>198,704.00</u>

**Hobby Area Management District
Statement of Sources & Uses - Budget vs Actual
January 2015**

	<u>Jan 15</u>	<u>Budget</u>	<u>Annual Budget</u>
Community Development Fund			
Hobby Fest			
Committee Support & Supplies	0.00	333.00	4,000.00
Marketing & Promotional Items	0.00	1,333.00	16,000.00
Creative Services	0.00	417.00	5,000.00
Total Hobby Fest	<u>0.00</u>	<u>2,083.00</u>	<u>25,000.00</u>
Other Community Projects	0.00	1,250.00	15,000.00
Total Community Development Fund	<u>0.00</u>	<u>3,333.00</u>	<u>40,000.00</u>
Total USES OF FUNDS - General Fund	<u>37,936.23</u>	<u>73,456.00</u>	<u>881,484.00</u>
Excess (Deficiency) of Sources over Uses-GF	<u>87,772.90</u>	<u>64,919.00</u>	<u>779,010.00</u>
Capital Projects			
Fund Reserve for District Office	0.00	4,167.00	50,000.00
Broadway Blvd. Hardscape	0.00	46,453.00	557,432.00
Livable Centers Frant Match	0.00	4,479.00	53,750.00
CIP/Project Manager	4,050.00	4,050.00	48,600.00
Total Capital Projects	<u>4,050.00</u>	<u>59,149.00</u>	<u>709,782.00</u>
Total Excess (Deficiency) of Sources over Uses	<u>83,722.90</u>	<u>5,770.00</u>	<u>69,228.00</u>

**Hobby Area Management District
Bank Account Registers
As of March 5, 2015**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Amegy Bank						27,368.86
Debit	01/06/2015		Amegy Bank	Wire transaction fee	(13.00)	27,355.86
Debit	01/06/2015		Amegy Bank	Service charge	(35.00)	27,320.86
Bill Pmt -Check	02/13/2015	1199	SEAL Security Solutions LLC	Officer security	(10,570.50)	16,750.36
Bill Pmt -Check	02/13/2015	1200	SMC Logistics	Liter abatement of right-of-way	(5,416.67)	11,333.69
Bill Pmt -Check	02/17/2015	1201	Transportation Advocacy Group	Membership/Conference	(1,600.00)	9,733.69
Bill Pmt -Check	02/17/2015	1202	City of Houston	Broadway Blvd/IH-45 to Airport	(557,432.00)	(547,698.31)
Bill Pmt -Check	02/23/2015	1203	SEAL Security Solutions LLC	Officer security	(5,292.00)	(552,990.31)
Transfer	02/27/2015		Transfer from TexSTAR	Transfer from TexSTAR	600,000.00	47,009.69
Bill Pmt -Check	03/05/2015	1204	Amber Ambrose	Hobby Fest Production	(900.00)	46,109.69
Bill Pmt -Check	03/05/2015	1205	Bracewell & Giuliani LLP	General Counsel	(1,481.10)	44,628.59
Bill Pmt -Check	03/05/2015	1206	Chris Labod	Website Maintenance	(700.00)	43,928.59
Bill Pmt -Check	03/05/2015	1207	Cracked Fox	Website Maintenance	(2,290.00)	41,638.59
Bill Pmt -Check	03/05/2015	1208	Danny R. Perkins	Toll road fee	(1.75)	41,636.84
Bill Pmt -Check	03/05/2015	1209	DoubleTree	March 9th-Stakeholders Meeting	(3,400.11)	38,236.73
Bill Pmt -Check	03/05/2015	1210	DoubleTree	March 5th-District Event/Meeting	(4,978.08)	33,258.65
Bill Pmt -Check	03/05/2015	1211	Equi-tax Inc.	Roll Mgmt./Assmt. Collections	(6,818.46)	26,440.19
Bill Pmt -Check	03/05/2015	1212	Gulfway-Hobby Airport Rotary	Bronze Sponsorship	(1,000.00)	25,440.19
Bill Pmt -Check	03/05/2015	1213	VOID	VOID	0.00	25,440.19
Bill Pmt -Check	03/05/2015	1214	Independent Ins. Counselors	Cert. of Ins.-Signature Flight Support	(393.42)	25,046.77
Bill Pmt -Check	03/05/2015	1215	Magoo's Print Shop	Business Cards	(288.00)	24,758.77
Bill Pmt -Check	03/05/2015	1216	Nathelyne A. Kennedy & Assoc.	Broadway St/LED St Lights	(18,871.30)	5,887.47
Bill Pmt -Check	03/05/2015	1217	Perdue, Brandon, Fielder, Collins	Delinquent Collections	(302.32)	5,585.15
Bill Pmt -Check	03/05/2015	1218	Roland Fry & Warren, LLC	January Bookkeeping	(658.78)	4,926.37
Transfer	03/05/2015		Transfer from TexSTAR	Transfer from TexSTAR	50,000.00	54,926.37
Bill Pmt -Check	03/05/2015	1219	SEAL Security Solutions LLC	Officer security	(5,886.00)	49,040.37
Check	03/05/2015	1220	Flight Safety Inc.	Refund: 7525 Fauna Street	(300.00)	48,740.37
Check	03/05/2015	1221	Rodriguez & Elena Ygnacio	Refund: Westover	(25.31)	48,715.06
Check	03/05/2015	1222	Gulf 1688 LP	Refund: 9010 Clearwood	(104.19)	48,610.87
Bill Pmt -Check	03/05/2015	1223	Hawes Hill Calderon LLC	Management	(18,487.45)	30,123.42
Total Amegy Bank					2,754.56	30,123.42

**Hobby Area Management District
Bank Account Registers
As of March 5, 2015**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Wells Fargo Bank						172,476.34
Deposit	01/31/2015		Revenue	Deposit	479,547.14	652,023.48
Deposit	01/31/2015		Interest	Jan. interest	25.57	652,049.05
Debit	02/04/2015		Returned Revenue Item	Returned/Stop Pymt. Assmt Ck.	(4,641.53)	647,407.52
Debit	02/04/2015		Returned Revenue Item	Returned/Stop Pymt. Assmt Ck.	(1,352.53)	646,054.99
Transfer	02/26/2015		Transfer to TexSTAR	Transfer to TexSTAR	(700,000.00)	(53,945.01)
Deposit	02/28/2015		Revenue	Deposit	665,230.48	611,285.47
Deposit	02/28/2015		Interest	Feb. interest	41.76	611,327.23
Total Wells Fargo Bank					<u>438,850.89</u>	<u>611,327.23</u>
Plains State Bank						245,000.00
Total Plains State Bank					0.00	<u>245,000.00</u>
TexSTAR-Operating						230,062.19
Deposit	01/31/2015		Interest	Jan. interest	2.06	230,064.25
Transfer	02/26/2015		Transfer from Wells Fargo	Transfer from Wells Fargo	700,000.00	930,064.25
Transfer	02/27/2015		Transfer to Operating	Transfer to Operating	(600,000.00)	330,064.25
Total TexSTAR-Operating					<u>100,002.06</u>	<u>330,064.25</u>
TOTAL					<u><u>541,607.51</u></u>	<u><u>1,216,514.90</u></u>

Bracewell & Giuliani LLP
ATTORNEYS AT LAW

P. O. Box 848566
Dallas, TX 75284-8566
713 223-3300
TAX ID 74-1024827

INVOICE

Amber Ambrose
6431 Fairwood Dr.
Houston, TX 77088

amber@amberambrose.com
361.813.6681
amberambrose.com

Client:
Hobby Area Management District
Invoice #219

Date:
February 25, 2015

Project Description:
PR, Social Media and Writing services for Hobby Fest Promotion

Hourly Charges or Project Fee:
\$900 (half of fee now, remaining half to be collected at close of project)

Additional Charges or Reimbursements:
\$0

Adjustments:
\$0

Total Fee Due:
\$900

Please send check to addressee/address above OR PayPal funds to
amber@amberambrose.com. Thank you for your patronage!

Hobby Area Management District
711 Louisiana
Suite 2300
Houston, TX 77002

February 4, 2015
Invoice: 21606805
B/A: 04674

Our Matter #: 069002.000001 For Services Through January 31, 2015
General Counsel

			Hours	Rate/Hr	Amount
01/08/15	Prepare for and attend Board meeting	Clark Stockton Lord	2.00	450.00	900.00
01/14/15	Review email from S Hill regarding the request for agenda items for the February meeting; calendar same	Deborah Russell	0.25	315.00	78.75
01/29/15	Prepare for and attend meeting regarding Scenic Houston - Broadway funding	Clark Stockton Lord	1.00	450.00	450.00
01/30/15	Correspondence with S. Thorpe and H Lattimer regarding Scenic Houston Funds	Clark Stockton Lord	0.50	450.00	225.00

Summary of Fees

	Hours	Rate/Hr	Amount
Clark Stockton Lord	3.50	450.00	1,575.00
Deborah Russell	0.25	315.00	78.75
Total	3.75	382.50	1,653.75

Less Discount (173.25)

Total Fees for Professional Services \$ 1,480.50

Costs

Amount

Reproductions

01/02/15 Reproductions EQUITRAC COPIES 6 pages BATCH 2888Ho 0.60

Fees for Professional Services \$ 1,480.50

STATEMENT FOR PROFESSIONAL SERVICES IS PAYABLE UPON PRESENTATION
INVOICE AMOUNT DUE IN UNITED STATES DOLLARS

Bracewell & Giuliani LLP
ATTORNEYS AT LAW

Hobby Area Management District

February 4, 2015
Invoice: 21606805

Costs0.60

Total Current Billing for this Matter \$ 1,481.10

Billing Summary

Balance Forward *RD. 2/12* ~~\$ 2,979.73~~

Total Current Billing for this Matter \$ 1,481.10

Please Remit Total Balance Due ~~\$ 4,460.83~~

Hobby Area Management District
9610 Long Point Rd., Ste 150
Houston TX 77055



Chris Labod
2502 Deer Forest Dr
Spring TX 77373
(281)-658-0741

Invoice

Mar 01, 2015
Invoice #: 2015-03-269
Website Maintenance

Item	hrs / qty	rate / price	taxes	subtotal
Website Maintenance	00:00	\$700.00		\$700.00

Subtotal \$700.00

Total due by Mar 15, 2015 \$700.00

Creative Serv.



hello! you have an invoice from:

Cracked Fox
14715 Carriage Park Dr. Humble, TX 77396
Roan@CrackedFox.com | 832.364.4012 | www.CrackedFox.com

Date	Invoice No.	Terms
01/31/15	514	
Payments/Credits		Balance Due
\$0.00		\$2,290.00

Bill To:

Hobby Area District

Item	Description	Quantity	Rate	Amount
Design	Hobby Fest letterhead - February	2.4	100.00	240.00
Design	Print and web based design for State of the District	1.4	100.00	140.00
	-Purchase tickets with active link			
Design	Print and web based design for CM Gallegos Stakeholders. 2 versions. 1 plain print for in-house	3.5	100.00	350.00
Design	Cleaner reproduction of Hobby Fest logo for profile	1	100.00	100.00
Design	Design Flyer for BBQ Battle in house printing & facebook	3.2	100.00	320.00
Design	Rework Hobby banner and flyer for website of replaced boy in airplane	2.5	100.00	250.00
Design	Design Hobby vendors flyers	2.9	100.00	290.00
1	Branding, Marketing and Research including logo quality assurance in usage and recreation of logos used in district print collateral	0.5	100.00	50.00
2	Editing, proof reading, and checking for website, information/hyperlink integrity	0.3	100.00	30.00
3	Meetings, Correspondence, Phone Calls, and Invoicing.	0.5	100.00	50.00
4	Photography: editing (color correction, airbrushing, cropping etc.) for use in web and print collateral. Captioning and Keywording of galleries for district usage and external search engines. Archiving district images to external harddrives, websites, and DVDs for backup Providing licensing, stock photography, and partner requests and print requests.	1	100.00	100.00
Total				

Thank you for your business



hello! you have an invoice from:

Cracked Fox
14715 Carriage Park Dr. Humble, TX 77396
Roan@CrackedFox.com | 832.364.4012 | www.CrackedFox.com

Date	Invoice No.	Terms
01/31/15	514	
Payments/Credits		Balance Due
\$0.00		\$2,290.00

Bill To:

Hobby Area District

Item	Description	Quantity	Rate	Amount
5	Social media: Facebook/twitter/pinterest/instagram updates, photogalleries, posting, tagging, creation of cover photos. Backup monitoring of feedback, with response and interaction with visitors requests/questions.	2.5	100.00	250.00
6	Print and Web resolution creation of files in proper formats for distribution to printers, web developers, partners and staff. Other Sales Tax	1.2	100.00	120.00
			0.00%	0.00
<i>Creative Dev.</i>				
Total				\$2,290.00

Thank you for your business



Tax Exempt - Sales

3181 Airport Boulevard Houston, TX 77061
Phone: 713-645-3000 - Fax: 713-645-1409

Banquet Check

BEO#: 47055

Day/Date	Time	Function	Room	Chg	Actual
Thursday, March 05, 2015	8:00 am		Ballroom ABC		
Thursday, March 05, 2015	10:00 am		Esplanade		
Thursday, March 05, 2015	10:00 am		Ballroom ABC		
Thursday, March 05, 2015	11:30 am		Ballroom ABC		
NO. FOOD		PRICE	SUBTOTAL	TOTAL	
125	Chicken Rustica	22.95	2,868.75		
TOTAL FOOD			2,868.75		
SERVICE CHARGE %			22.00	631.13	3,499.88
NO. MISCELLANEOUS		PRICE	SUBTOTAL	TOTAL	
2	LCD Package to include: XGA (3000 lumen) LCD Projector, Projection Cast with Skirt, Screen, 25' VGA Extension Cable, Extension Cord and Power Strip	400.00	800.00		
1	Standing Podium	30.00	30.00		
1	Wireless Handheld Microphone	130.00	130.00		
TOTAL MISCELLANEOUS			960.00		
SERVICE CHARGE %			22.00	211.20	1,171.20
11	Fresh Flower Table Arrangements	28.00	308.00		
TOTAL MISCELLANEOUS			308.00		
ROOM RENTAL		PRICE	SUBTOTAL	TOTAL	
Room:	Ballroom ABC	Function: SET			
Room:	Esplanade	Function: REG			
Room:	Ballroom ABC	Function: MTG			
Room:	Ballroom ABC	Function: LUN			
Room rental tax %			6.00	0.00	
Supplemental tax %			0.00	0.00	

Group Name: Hobby Area Management District	F&B Acct:
Post As: Hobby Area Management District	Site Contact: Ms. Gretchen Larson
Catering Mgr: Angie Thompson	

Grand Total: 4,979.08

Balance Due: 4,979.08



Tax Exempt - Sales

1161 Airport Boulevard Houston, TX 77061
Phone: 713-445-3290 - Fax: 713-445-1409

Banquet Check

BEO#: 46948

Group Name: Hobby Area Management District		F&B Acct:	
Post As: Hobby Area Management District Town Meeting - BroadSite Contact: Ms. Gretchen Larson			
Catering Mgr: Maggie Del Rio			
Day/Date	Time	Function	Room
Monday, March 09, 2015	4:30 pm		Moody Ballroom
Monday, March 09, 2015	5:00 pm		Moody Ballroom
Monday, March 09, 2015	5:00 pm		Moody Ballroom
Monday, March 09, 2015	5:30 pm		Moody Ballroom
			50
NO.	FOOD	PRICE	SUBTOTAL
2	Gallon(s) Freshly Brewed 100% Columbian Regular Coffee	45.00	90.00
1	Gallon(s) Freshly Brewed 100% Columbian Decaffeinated Coffee	45.00	45.00
20	Selection of Imported and Herbal Hot Teas		0.00
2	Pot(s) Hot Water for Herbal Teas	25.00	50.00
1	Medium Cheese & Cracker Tray(s)	105.00	105.00
3	Dozen Freshly Baked DoubleTree Chocolate Chip & Walnut Cookies	23.95	71.85
3	Dozen Double Fudge Brownies	28.95	86.85
TOTAL FOOD			448.70
SERVICE CHARGE %		22.00	98.71
			547.41
NO.	MISCELLANEOUS	PRICE	SUBTOTAL
1	Standing Podium	30.00	30.00
1	Wireless Handheld Microphone	130.00	130.00
2	Tripod Display Easel	15.00	30.00
1	House Screen	45.00	45.00
2	LCD Package to include: XGA (3000 lumen) LCD Projector, Projection Cart with Skit, Screen, 25' VGA Extension Cable, Extension Cord and Power Strip	400.00	800.00
TOTAL MISCELLANEOUS			1,035.00
SERVICE CHARGE %		22.00	227.70
			1,262.70
ROOM RENTAL		PRICE	SUBTOTAL

Group Name: Hobby Area Management District		F&B Acct:	
Post As: Hobby Area Management District Town Meeting - BroadSite Contact: Ms. Gretchen Larson			
Catering Mgr: Maggie Del Rio			
Room:	Moody Ballroom	Function: SET	
Room:	Moody Ballroom	Function: REG	1,500.00
Room:	Moody Ballroom	Function: RECP	1,500.00
Room:	Moody Ballroom	Function: MTG	
TOTAL			1,500.00
Room rental tax %		5.00	90.00
Supplemental tax %		0.00	0.00
			1,590.00

Grand Total: 3,400.11

Balance Due: 3,400.11

Client Signature

Date: 2/24/2015

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
2/1/2015	47704

BILL TO
Harris County Improvement District No. 9 Hawes Hill Calderon LLP 10103 Fondren Road, Suite 300 Houston TX 77096

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
2/1/2015	47705

BILL TO
Harris County Improvement District No. 9 Hawes Hill Calderon LLP 10103 Fondren Road, Suite 300 Houston TX 77096

DESCRIPTION	AMOUNT
Assessment Year 2014	
Public Hearing November 13, 2014	
Mailed Notices: 144 First Class	243.36
Prepare Documents for Exhibit and Attend Hearing	575.00
Total	\$818.36

DESCRIPTION	AMOUNT
Computer Charges for 1524 items	792.48
Postage, Supplies and Handling	2,575.56
Return Envelopes	121.92
Postal Service Fee - Address Correction	8.25
Annual Records Retention Storage	243.89
Total	\$3,742.10

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
3/1/2015	47782

BILL TO
Harris County Improvement District No. 9
Hawes Hill Calderon LLP
10103 Fondren Road, Suite 300
Houston TX 77096

Independent Insurance Counselors
302 S. Gordon
Alvin TX 77511
PHONE: 281-331-3131
mike@insurancetexas.net
www.InsuranceTexas.net

CLIENT: 105314

INSURANCE INVOICE #: 594

Hobby Area District
22167 PO Box
Houston TX 77227

WE CAN SERVE
ALL YOUR
INSURANCE NEEDS.

INVOICE AMOUNT: 393.42
TOTAL BALANCE DUE: 393.42

2/26/2015 4

DESCRIPTION	AMOUNT
Roll Management	300.00
Monthly Fee per Contract for Assessment Collection	1,958.00
Total	\$2,258.00

DATE DUE	TRANSACTION INFORMATION	AMOUNT
04/10/2015	RENEWAL POLICY Western World 2015 HobbyFest EFFECTIVE: 04/10/2015 NPP8251638 GENERAL LIAB 04/10/2015 THRU 04/13/2015	303.42
	INVOICE AMOUNT	393.42
	TOTAL BALANCE DUE:	393.42

Page 1



INVOICE for email

Date	Invoice #
2/19/2015	15-2034

Bill To:

Hobby Area District
PO Box 22671
Houston, TX 77227-2167

Nathelyne A. Kennedy & Associates
Civil & Structural Consulting Engineers
Regency Square Tower
6900 Sarey Drive, Suite 1250
Houston, Texas 77056
713/988-0145 713/988-6624 (Fax)

December 11, 2014

Mr. David Hawes
Executive Director
Hobby Area District
P.O. Box 22187
Houston, TX 77227-2187

Reference: Broadway Street Reconstruction: IH-45 to Airport Boulevard
WBS No. N-000573-0001-3; Contract Number C61880
Revision No. 2: LED Street Lights and Landscape/
Hardscape Enhancements
NAK Project No. 1408-01

Invoice Number 2

For ENGINEERING SERVICES rendered on the Reference Project
in the period from October 1, 2014 thru November 30, 2014.

Water and Sanitary Sewer Design

Total Fee \$ 53,918.00
Percent Complete 95.0%
Total Fee Billed \$ 51,222.10
Less Previous Invoices/Payments \$ 32,350.80
Current Invoice Amount \$ 18,871.30

Construction Phase Services

Total Fee \$ -
Percent Complete 0%
Total Fee Billed \$ -
Less Previous Invoices/Payments \$ -
Current Invoice Amount \$ -

TOTAL AMOUNT DUE THIS INVOICE \$ 18,871.30

Submitted by:
Nathelyne A. Kennedy & Associates
I certify this invoice to be true and correct.

BY: *[Signature]*
Louis Gilbert
Controller

COPY

P.O. Number	Customer Contact	Rep	Account #	Terms
	Gretchen Larson			Net 10 Days

Item Code	Quantity	Description	Amount
C8000	1000 each of 4 names	Color Business Cards - Hawes; Whitaker; Hawes; Allender	288.00
Total			\$288.00

Melina E. Pomo

Thank you for choosing Magoos! EIN # 20-0544930

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

INVOICE #	IVC00024784
DATE	
PERIOD	2/4/2015
PAGE	1

Bill to:

Harris County ID #9 (Hobby Area Management District) Equi-Tax, Inc.

ROLAND, FRY & WARREN, L.L.C.

Certified Public Accountants

1525 Lakeville Drive, Suite 121
 Kingwood, TX 77339
 (281) 348-9151
 FAX (281) 348-9199

2/27/2015

Hobby Area Management District
 P.O. Box 22167
 Houston, TX 77227-2167

Description	Excise Price
Professional Services rendered in the collection of delinquent taxes, penalties and interest January, 2015	\$302.32
Total	\$302.32

For Professional Services Rendered:

Bookkeeping services provided during February 2015 for the month of January 2015	600.00
One Lone Star Delivery	17.38
Mileage	41.40
Total	\$658.78

SEAL Security Solutions LLC

1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
2/9/2015	25701

Bill To

Hobby Area Management District
 9610 Long Point, Ste. 150
 Houston, TX 77055

Terms

Net 30

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	93	27.00	2,511.00
Patrol Period 02/02/2015 through 02/08/2015			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Total			\$2,511.00

Thank you for allowing us to earn your business.

Sales Tax (8.25%) \$0.00

SEAL Security Solutions LLC

1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
2/23/2015	25830

Bill To

Hobby Area Management District
 9610 Long Point, Ste. 150
 Houston, TX 77055

Terms

Net 30

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	125	27.00	3,375.00
Patrol Period 02/16/2015 through 02/22/2015			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Total			\$3,375.00

Thank you for allowing us to earn your business.

Sales Tax (8.25%) \$0.00



Equi-Tax Inc.
Ad Valorem Tax Assessors / Collectors

COPY

www.equitaxinc.com

17111 Rolling Creek Drive, Suite 200, Houston, Texas 77090
P. O. Box 73109, Houston, Texas 77273
Customer Service 281.444.3946 fax 281.440.8304

HARRIS COUNTY IMP DIST 9
DATE: 01/30/2015
TAX YEAR: 2014

OVERPAYMENT: \$300.00
DEPOSIT BATCH NO.: 91-133
RECEIPT NUMBER: 91140308

OWNER NAME: FLIGHT SAFETY INC

CHECK NO.: 627860

ACCOUNT NUMBER: 91/040/239/000/0056

DATE OF PAYMENT: 01/30/2015

PAID BY:

LEGAL DESCRIPTION

FLIGHT SAFETY INC
PO BOX 671287
DALLAS TX 75367-1287

TR 22A &
TR 9 ABST 324 D W C HARRIS
ABST 27 J R HARRIS

7525 FAUNA ST

NOTICE OF OVERPAYMENT OF TAX

DISTRICT NAME
HARRIS COUNTY IMP DIST 9

OVERPAYMENT AMOUNT
\$300.00

REASON: levy change

AMOUNT OF CHECK: \$4,050.00 CHECK NO: 627860
AMOUNT APPLIED: \$3,750.00 Ref No.: FLIGHT SAFETY INC
DIFFERENCE: \$300.00
COMPLETED BY: [Signature] DATE: 1-30

Make refund payable to: _____
Address: _____
City: _____ State: _____ Zip: _____
If you need more information, call Customer Service at 281.444.3946.

DATE: 02/02/2015 DEPOSIT BATCH NO.: 91-135
TAX YEAR: 2014 RECEIPT NUMBER: 91141086
OWNER NAME: RODRIGUEZ YGNACIO & ELENA A CHECK NO.: 128195887
ACCOUNT NUMBER: 91/074/153/002/0006 DATE OF PAYMENT: 01/31/2015
PAID BY: LEGAL DESCRIPTION
RODRIGUEZ YGNACIO & ELENA A LT 6 BLK 2
6922 WESTOVER BAYOU OAKS
HOUSTON TX 77087

Refund
SECOND PAYMENT

WESTOVER **COPY**

DISTRICT NAME HARRIS COUNTY IMP DIST 9
Amount of Refund: \$25.31
OVERPAYMENT AMOUNT \$25.31

AMOUNT OF CHECK: \$25.31 CHECK NO: 128195887
AMOUNT APPLIED: \$0.00 Ref No.:
DIFFERENCE: \$25.31
COMPLETED BY: [Signature] DATE: 2-2

FIRST PAYMENT RECEIVED FROM: OWNER
DATE PAID: 12/31/2014 DEPOSIT# 91-122 CHECK# 3524679801

DISPOSITION OF OVERPAYMENT

REFUND TO: _____ DATE: _____
Address: _____
Address: _____
City: _____ State: _____ Zip: _____
APPLIED TO ACCT# _____ DATE: _____



Equi-Tax Inc.
Ad Valorem Tax Assessors / Collectors

www.equitaxinc.com

17111 Rolling Creek Drive, Suite 200, Houston, Texas 77090
P. O. Box 73109, Houston, Texas 77273
Customer Service 281.444.3946 fax 281.440.8304

DATE: 01/26/2015

LEGAL DESCRIPTION

GULF 1688 LP
4502 HIGHWAY 6 STE B
SUGAR LAND TX 77478-4488

RES A BLK 1
CLEARWOOD PLAZA

9010 CLEARWOOD

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/129/876/001/0001
TAX YEAR: 2013
REF No.: 0886849

DATE PROCESSED: 01/26/2015
RECEIPT NUMBER: 91131440
DEPOSIT BATCH No.: RF150126

NOTICE OF CHANGE IN TAX LIABILITY

We have been notified by the Appraisal District of a change in the appraisal of your property that has resulted in a change in your tax liability for the 2013 tax year.

The explanation of the change is:

- | | |
|--|---|
| <input type="checkbox"/> Decrease in Appraised Value | <input type="checkbox"/> Account Prorated |
| <input type="checkbox"/> Exemption(s) Added | <input type="checkbox"/> Account Deleted |
| <input type="checkbox"/> Homestead | <input checked="" type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>cause 2013-123525</u> |
| <input type="checkbox"/> Disabled Person | |
| <input type="checkbox"/> Disabled Veteran | |

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 \$104.19.

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

If you need more information, call Customer Service at 281.444.3946.

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

Invoice

Bill To:

MD-HCID # 9 (Hobby)
P.O. Box 22167
Houston, TX 77227

Invoice #: 43014949

Date: 3/1/2015

Page: 1

DATE	DESCRIPTION	AMOUNT
	Professional Consulting & Administration and project management January (previously unbilled amount due) and February 2015	\$17,840.82
	Harris County agenda posting fee	\$9.00
	In house copies 4061 @ .15 each + 28 sets @ \$1.00 each	\$637.15
	In house postage	\$0.48
		Sales Tax: \$0.00
		Total Amount: \$18,487.45
		Amount Applied: \$0.00
		Balance Due: \$18,487.45

Terms: C.O.D.

Invoices paid after last board meeting

SEAL Security Solutions LLC

1525 Blalock Road
Houston, TX 77080-7318

Invoice

Date	Invoice #
1/5/2015	25385

Bill To
Hobby Area Management District 9610 Long Point, Ste. 150 Houston, TX 77055

Terms
Net 30

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	91	27.00	2,457.00
Three Commissioned Officers with Vehicles and Occasional K-9 - New Year's Holiday **Holiday Hours are billed at 1.5 Times the regular rate**	15	40.50	607.50
Patrol Period 12/29/2014 through 01/04/2015			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Sales Tax (8.25%)			\$0.00

Thank you for allowing us to earn your business.

Total	\$3,064.50
-------	------------

SEAL Security Solutions LLC

1525 Blalock Road
Houston, TX 77080-7318

Invoice

Date	Invoice #
1/12/2015	25436

Bill To
Hobby Area Management District 9610 Long Point, Ste. 150 Houston, TX 77055

Terms
Net 30

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	80	27.00	2,160.00
Patrol Period 01/05/2015 through 01/11/2015			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Sales Tax (8.25%)			\$0.00

Thank you for allowing us to earn your business.

Total	\$2,160.00
-------	------------

SEAL Security Solutions LLC

1525 Blalock Road
Houston, TX 77080-7318

Invoice

Date	Invoice #
1/19/2015	25489

Bill To
Hobby Area Management District 9610 Long Point, Ste. 150 Houston, TX 77055

Terms
Net 30

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	101	27.00	2,727.00
Patrol Period 01/12/2015 through 01/18/2015			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Sales Tax (8.25%)			\$0.00

Thank you for allowing us to earn your business.

Total	\$2,727.00
-------	------------

SEAL Security Solutions LLC
 1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
1/26/2015	25557



13107 Janna Ln.
 Stafford, TX 77477

Phone # 832-633-5155

info@smclogisticworks.com

Invoice

Date	Invoice #
2/8/2015	463

Bill To

Hobby Area Management District
 9610 Long Point, Ste. 150
 Houston, TX 77055

Hobby Area Management District
 Josh Hawes
 PO Box 22167
 Houston, TX 77227

Terms

Net 30

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	97	27.00	2,619.00
Patrol Period 01/19/2015 through 01/25/2015			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Sales Tax (8.25%)			\$0.00
Total			\$2,619.00

Thank you for allowing us to earn your business.

Description	Hours	Rate/ Hour	Amount
Hobby Litter Abatement			
Litter abatement of right-of-way for Hobby Area Management District January 2015 Litter Abatement Services			
		5,416.87	5,416.87
Sales Tax (8.25%)			\$0.00
Total			\$5,416.87

We appreciate your prompt payment.

Total \$5,416.87

smclogisticworks.com

SEAL Security Solutions LLC
 1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
12/1/2014	25017

Bill To

Hobby Area Management District
 9610 Long Point, Ste. 150
 Houston, TX 77055

SEAL Security Solutions LLC
 1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
12/8/2014	25106

Bill To

Hobby Area Management District
 9610 Long Point, Ste. 150
 Houston, TX 77055

Terms

Net 30

Terms

Net 30

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	58	27.00	1,566.00
Three Commissioned Officers with Vehicles and Occasional K-9 - Thanksgiving Holiday **Holiday Hours are billed at 1.5 Times the regular rate**	12	40.50	486.00
Patrol Period 11/24/2014 through 11/30/2014			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Sales Tax (8.25%)			\$0.00
Total			\$2,052.00

Thank you for allowing us to earn your business.

Description	Hours	Rate/ Hour	Amount
Three Commissioned Officers with Vehicles and Occasional K-9	120	27.00	3,240.00
Patrol Period 12/01/2014 through 12/07/2014			
Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date.			
This invoice is Monday through Sunday inclusive.			
Sales Tax (8.25%)			\$0.00
Total			\$3,240.00

Thank you for allowing us to earn your business.

- 1.3.2. "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.3.3. "District" is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.3.4. "Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.
- 1.3.5. "Director" means the Director of the City's Department of Public Works and Engineering, or the person he or she designates.
- 1.3.6. "Improvements" are the specific items requested by the District to be incorporated into the Project and are further defined in Exhibit A, attached hereto and incorporated herein.
- 1.3.7. "Include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation".
- 1.3.8. "Party" or "Parties" mean all the entities set out in the Preamble who are bound by this Agreement individually or collectively in the context in which it appears.
- 1.3.9. "Project" means the construction project to improve Broadway Boulevard from IH-45 to Airport Boulevard.

II. DUTIES OF DISTRICT

- 2.1. **Reimbursement for Improvements.** The District shall reimburse the City for the costs of the improvements. The construction cost estimate for the Improvements is included in Exhibit A.
- 2.2. **Payment.**
 - 2.2.1. Within 10 calendar days of the Countersignature Date, the District shall deliver to the City at its address for notices in Article 5, Section 5.6.2., a check in the amount of ~~\$557,432.00~~ made payable to the "City of Houston".
 - 2.2.2. The District shall pay its obligations hereunder from current revenues or out of some other fund within the immediate control of the District.
- 2.3. **Additional Funds.** If the City determines that additional funding is needed for the Improvements, the City shall notify the District in writing. The City may make this determination(s) during, at the completion, or at the termination of the Project. The City and District shall mutually agree to any cost increase(s) prior to authorizing the action(s) or

To: "David Hawes" <dhawes@hhcllp.com>
Subject: TAG Registration for Conference Next Week

David,

I will be attending a meeting this week regarding TAG and I would like to be able to give them the check for Membership/Conference when I see them. Also I will be meeting with Gretchen tomorrow. The easiest way I think to get the check to me will be to have Gretchen bring it with her to our meeting tomorrow. The check should be made out to "Transportation Advocacy Group – Houston Region" in the amount of \$1,600.

As you know the conference will take place in Austin and I was thinking about bringing Eoles along. Give me your thoughts.

Thanks,

Danny R. Perkins
Principal
ESC Polytech Consultants, Inc.
William P. Hobby Airport
8800 Paul B. Koonce, Suite 225
Houston, Texas 77061-5119

(713) 645-5155
(713) 845-6773 Fax

www.escpolytech.com

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Nearly 100 transportation advocates from the Houston region with a shared passion for better mobility descended on Austin last Thursday, February 26. All adorned with Green Light Houston stickers and a shared passion for better mobility in the Houston region, and making history for the City of Houston, our day began at the Texas Transportation Commission meeting where we honored the work of retired Houston District Engineer Mike Alford with standing ovations and numerous resolutions. We also had an opportunity to thank Chairman Ted Houghton and Commissioner Fred Underwood for their dedication to the Commission as they retire from many years of service.

After a quick legislative briefing by TAG Executive Director Andrea French, Green Light leaders divided into seven teams to meet privately with dozens of state leaders and their staff. Chairman Perkins along with Assistant Director of Services Eoles B. Whitaker, II were able to split up and speak with their respective representatives of the Hobby Area Management District as well, meeting with Senator Sylvia R. Garcia (TX-6) and Rep. Garnet Coleman (TX-147). We shared our region's economic impact and mobility needs and discussed stances on [SB5/SJR5](#) (Vehicle Sales Tax Allocation). Discussions related to other funding options, including local funding proposals, proved fruitful and educational to our leaders. State officials were thankful for our passion and impressed by our expansive knowledge of funding issues.

Our successful day ended at the Stephen F. Austin Intercontinental Hotel with the Highlight Houston reception. Lighting up the night with our Green Light Houston necklaces, leaders enjoyed remarks from Commissioner Jeff Moseley, Senator Robert Nichols (TX-3), Rep. Joe Pickett (TX-79), Rep. Patricia Harless (TX-126) and Rep Dennis Paul (TX-129). Freshman class Rep. Gene Wu (TX-137) also joined our special celebration.



Commissioner Jeff Moseley and TAG Vice Chair Billy Cooke show their Green Light support at the Highlight Houston reception!

DIRECTORS EXPENSE REPORT

Name: **Danny R Perkins** District: **Hobby Area Management District**

Conference Name: **N/A**

Conference Date: **Feb 1 - 28, 2015** Mileage Rate: **0.55**

Dates	Place/Purpose	Airfare	Lodging (Hotel)	Mileage		Meals			Misc.	Description	Totals
				Miles Driven	Mileage Expense	Breakfast	Lunch	Dinner			
02/23/15	Omni Austin Hotel (Priceline)		364.34						Credit Cd	TAG - Green Light Houston	364.34
2/25/2015	Harris Cty Toll Road				1.75				Cash	Toll Road Fee	1.75
02/25/15	Perla's Seafood							71.7	Credit Cd	Meal for Danny/Eoles	71.70
02/26/15	Buc-EE's Gas Station				29.88				Credit Cd	Fuel Purchase	29.88
02/26/15	Shell Gas Station				17.08				Credit Cd	Fuel Purchase	17.08
02/26/15	Capitol Visitors Parking				8.00				Credit Cd	Paid Parking	8.00
02/26/15	Denny's Restaurant					26.83			Credit Cd	Meal for Danny/Eoles	26.83
2/26/2015	Mess Hall Café						10.02		Credit Cd	Meal for Danny/Eoles	10.02
2/25/2015	National Car Rental				112.91				Credit Cd	Rental Car for Austin Trip	112.91
											0.00
											0.00
											0.00
											0.00
											0.00
											0.00
											0.00
											0.00
											0.00
Subtotals			364.34		169.62	26.83	10.02	71.7	0		

HAWES HILL CALDERON, LLP
 10103 FONDREN., SUITE 300
 HOUSTON, TEXAS 77096
 (713) 695-1209 FAX (713) 595-1280

I certify that I incurred these expenses on District Business.

Singature _____
Danny Perkins

Miscellaneous Expense	642.51
Subtotal of Expenses:	
Number of Days of Service	28
Director Fees Due:	
Less FICA/Medicare	
Less Federal Income Tax Withheld	
Less Advance (Credit Card)	1.75
TOTAL DUE TO DIRECTOR:	1.75

4 of 4

priceline.com

Priceline Trip Number: 130-111-863-81

Omni Austin Hotel At Southpark ★★★

Check-in: **Wed, Feb 25, 2015 - After 03:00 PM**

Check-out: **Thu, Feb 26, 2015 - 12:00 PM**

Address: **4140 Governors Row, Austin, TX**

Phone number: **512 448-2222**

Number of rooms: **2 rooms**

Reservation name: **Room 1: Danny Perkins
Room 2: Eoles Whitaker**

Hotel confirmation number: **Room 1: 40018541427
Room 2: 40018541426**

- Amenities:
- Free Parking
 - Pet Friendly
 - Indoor Pool
 - Outdoor Pool
 - Spa
 - Shuttle
 - Non-Smoking
 - Gym
 - Restaurant
 - Handicap Accessible
 - Business Center

Room type: **Deluxe Room 1 King Bed**

All rooms are booked for double occupancy

Important information

Cancellation policy For the room type you've selected, you can cancel your reservation for a full refund up until noon on Tuesday, February 24th (local hotel time). If you decide to cancel your reservation anytime between noon on Tuesday, February 24th and noon on Wednesday, February 25th (local hotel time), the hotel requires payment for the first night's stay. You will be charged for the first night's stay including taxes and fees. Any remaining amount will be refunded to you. Refunds or cancellations are not available after noon local hotel time on your day of arrival (Wednesday, February 25th).

Credit card required The reservation holder must present a valid photo ID and credit card at check-in. The credit card is required for any additional hotel specific service fees or incidental charges or fees that may be charged by the hotel to the customer at checkout. These charges may be mandatory (e.g., resort fees) or optional (parking, phone calls or minibar charges) and are not included in the room rate.

Guarantee policy Reservation is guaranteed for arrival on the confirmed check-in date only. If you don't check-in to the hotel on the first day of your reservation and you do not alert the hotel in advance, the remaining portion of your reservation will be canceled and you will not be entitled to a refund.

Pet policy Dogs and cats are allowed. A non-refundable cleaning fee of 50.00 will be charged per room per stay. The weight of the pet is not to exceed 25 pounds. Service animals are permitted and are exempt from pet policy. Pets are allowed on any floor except the 8

Rate description Websaver - Full pre-payment required upon booking

Summary of Charges

Total charged: **\$364.34**

Purchase date: **Feb 23, 2015**
Payment method: **Visa (0782)**
Billing name: **Danny Perkins**

Room price: **\$159.00 /night**
Number of rooms: **2 rooms**
Number of nights: **1 night**

Room subtotal: **\$318.00**
Taxes & fees: **\$46.34**

Total charged: **\$364.34**
Paid in full

Prices are in USD

Charges will be from "Priceline.com".

Need Help?

Give us a call

Toll free (US & Canada):
1-800-657-9168

From anywhere else:
+1 212 444 0022

You will need this information

Priceline trip number:
130-111-863-81

Phone number used:
(713) 645-5155

TAG

BUC-EE'S
1700 Hwy 71 East
Bastrop TX
78602

Unleaded
PUMP No. 12
GALLONS 13.904
PRICE/G \$2.149
TOTAL FUEL \$29.88
TOTAL SALE \$29.88

Diesel Fuel Contains
Up to 5% Biodiesel
Or Renewable Diesel
State diesel tax
\$.19 per gallon
WWW.BUC-EES.COM

Fee Computer Number: 7
Cashier: GINA ID #110
Transaction Number: 124
Entered: 02/26/2015 09:20
Exited: 02/26/2015 18:01
Ticket #10840 Dispenser #1
Rate: Area 1
Parking Fee: \$9.00
Visa -\$8.00
Subtotal: \$0.00
Total Fee: \$0.00

Your parking fees contribute to
the preservation of the Capitol.
Have a nice day!

Capitol Visitors Parking Garage
Austin, Texas
Thank you for parking with us.

TAG

TAG

1 of 4

BUC-EE'S

1700 Hwy 71 East
Bastrop TX
78602

979-238-6390

13.904 G @ \$2.149/G \$29.88
Pump 12 Original Prepay -\$40.00

Sub Total -\$10.12
Tax \$0.00

Total -\$10.12

Visa -\$10.12
Change \$0.00

Visa
Card Num : (S) XXXXXXXXXXXX0782
Terminal : 800000075508101
Approval :

Contains up to 5.0% Biodiesel or
Renewable diesel - State diesel
tax \$0.19 per gallon

WWW.BUC-EES.COM

POS: 34 Cashier: Mary, Fue
2/26/2015 19:00:07 TRAN:13167

TAG

HARRIS COUNTY
TOLL ROAD
AUTHORITY

SAM HOUSTON SOUTH

Lane No. 17

Fare Paid - \$1.75

04:12:56PM 02-25-15

Have a nice day!

TAG

SHELL
8610 AIRPORT BLVD
HOUSTON TX 77061
57543440507

TAG

MESS HALL CAFE
1019 BRAZOS ST
AUSTIN TX 78701
512-322-9625

Merchant ID: 120104666
Term ID: 5434

Sale

VISA
XXXXXXXXXXXX0782
Entry Method: Swiped
Apprvd: Online
02/26/15 14:03:45
Inv#: 00000176 Appr Code: 026377
Total: \$ 10.02

Merchant Copy
NO SIGNATURE REQUIRED

THANK YOU!

02/26/2015 9:29:40 PM
Register: 2 Trans #: 7661 Op ID: 2
Your cashier: rocky

REGULAR CA PUMP#2
7.119 GAL @ \$ 2.399/GAL \$17.08 99.
Subtotal = \$17.08
Tax = \$0.00
Total = \$17.08
Change Due = \$0.00
Credit \$17.08

XXXX XXXX XXXX 0782, VISA
INVOICE 432039
AUTH 026372
Buyer agrees to pay the total, according
To the agreement with the card issuer

Save 10cpg instantly at Shell when you
earn 100 points at Kroger.

Pick up a brochure at your local Shell
for more details.

THANK YOU FOR YOUR BUSINESS !!
HAVE A NICE DAY !

Perla's Seafood and Oyster Bar
1400 S. Congress
Austin, TX

Server: Shellly
08:44 PM
Table 152/1
DOB: 02/25/2015
02/25/2015
2/20049

SALE

VISA
Card #XXXXXXXXXX0782
Magnetic card present: PERKINS DANNY
Card Entry Method: S
Approval: 025105

Amount: \$ 61.70
+ Tip: 10.00
= Total: \$ 71.70

I agree to pay the above
total amount according to the
card issuer agreement.

Guest Copy

TAG 2 of 4



Dine In

Restaurant #7356
1601 North IH 35
Austin, TX 78702
(512)499-8700
() -

2/26/2015 9:07:18 AM
Order: 572313 Server: Margaret M
Table: 16 Guests: 2
SEAT: 1
1 Lg Orange Ju 2.55
1 All Amer Slam 8.99
Tax: 0.95
Seat 1 Total: 12.49

SEAT: 2
1 Mild Roast Coffee 2.09
1 French Toast Breakfast 6.00
1 Bac Strip (1) 1.19
1 Bac Strip (1) 1.19
Tax: 0.87
Seat 2 Total: 11.34

SubTotal 22.01
Tax 1.82
Gratuity 3.00

Total 26.83

Visa 26.83
Acct:XXXXXXXX0782
AuthCode:026173

Customer Copy

TAG



RA # 928221821 DANNY PERKINS HOUSTON, TX 77047	RES # 148488761 ACCOUNT SIGNATURE FLIGHT CREW EXT REF #	EC # 679350475 FT #	384
RENTAL LOCATION SIGNATURE_FBO_HOU (888)8266890 8402 NELMS ST HOUSTON, TX 77061-4150	RENTAL DATE 25-FEB-2015 RENTAL TIME 11:29 AM CHARGED DATE 25-FEB-2015 CHARGED TIME 01:00 PM	RETURN LOCATION SIGNATURE_FBO_HOU (888)8266890 8402 NELMS ST HOUSTON, TX 77061-4150	RETURN DATE 27-FEB-2015 RETURN TIME 01:00 PM

RATE RULES AND QUALIFICATIONS SIGNATURE CREW RATES	INITIAL X _____	VEHICLE INFORMATION RESERVED INTERMEDIATE 2/4 DOOR AUTOMATIC A/C DRIVEN Standard Recreational Auto A/C CHARGED INTERMEDIATE 2/4 DOOR AUTOMATIC A/C MAKE FORD MODEL EXPLORER COLOR SILVER ODOMETER 3061 PLATE FK07142 REG AREA TX VEHICLE # FGB74671 BAY D2 STALL HB
---	-----------------	---

CHARGES	UNIT	PRICE/UNIT	CURRENT CHARGE
RENTER'S RESPONSIBILITY			
* TIME & DISTANCE	Day	40.00 X 2	80.00
* UNLIMITED MILES/KM-TIME & DISTANCE	M/KM	0.00 X	0.00
REFUELING SERVICE CHARGE	Gallon	3.25 X	0.00
* CONC REC 19 PCT @ 19.00%			15.20
HARRIS SPORTS VENUE TAX 5 PCT @ 5.00%			4.91
* TEXAS REIMBURSEMENT FEE 1.49/DAY	Day		2.98
MOTOR VEH RENTAL TAX 10.00%			9.82
ESTIMATED CHARGES			112.91 INITIAL X _____

(ALL CHARGES ARE ESTIMATE ONLY - SUBJECT TO CHANGE IF VEHICLE NOT RETURNED TO THE LOCATION ON DATE AND TIME SPECIFIED, OR IF FUEL TANK IS NOT FULL AT RETURN AND FUEL SERVICE OPTION WAS NOT PURCHASED).

PAYMENTS
AMERICAN EXPRESS 1009 Auth #

I DECLINE OPTIONAL LOSS DAMAGE WAIVER. X _____

I DECLINE PERSONAL ACCIDENT INSURANCE (PAI) WITH PERSONAL EFFECTS COVERAGE (PEC). X _____

I DECLINE NATIONAL'S OPTIONAL ROADSIDE SERVICE PLUS X _____

I DECLINE OPTIONAL THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE INSURANCE (SLI). X _____

NOTICE: YOUR RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, AN OPTIONAL WAIVER TO COVER ALL OR A PART OF YOUR RESPONSIBILITY FOR DAMAGE TO OR LOSS OF THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE OR CREDIT CARD AGREEMENT PROVIDES YOU COVERAGE FOR RENTAL VEHICLE DAMAGE OR LOSS AND DETERMINE THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THE WAIVER IS NOT MANDATORY. THE WAIVER IS NOT INSURANCE.

NOTICE: YOUR PERSONAL AUTOMOBILE INSURANCE MAY PROVIDE COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE. THE PURCHASE OF SLI IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE. THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAW. THE RENTAL CAR COMPANY'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF THE RENTER'S EXISTING COVERAGE.



HOBBY AREA MANAGEMENT DISTRICT
(HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 9)
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

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

5. Consider a resolution, application, certificate of formation, and bylaws pertaining to the creation of the Hobby Area Improvement Corporation.

HOBBY AREA MANAGEMENT DISTRICT

A RESOLUTION APPROVING THE CREATION OF HOBBY AREA IMPROVEMENT CORPORATION; APPROVING THE ARTICLES OF INCORPORATION AND THE BYLAWS THEREOF; CONFIRMING THE APPOINTMENT OF THE INITIAL DIRECTORS AND CHAIRPERSON; AND CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, Chapter 3859, Special District Local Laws Code, authorizes the District to create a public nonprofit corporation under Subchapter D, Transportation Code;

WHEREAS, Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), authorizes the creation and organization of a public non-profit local government corporation to act as a duly constituted authority of a local government to aid and assist the local government in the performance of one or more governmental functions; and

WHEREAS, the Act requires a local government corporation to be created pursuant to the provisions of Chapter 394, Texas Local Government Code ("Chapter 394"), and requires the local government corporation's articles of incorporation and bylaws to be in the form, and to be executed, approved, and filed in the manner prescribed by Chapter 394; and

WHEREAS, a local government corporation may have and exercise all of the powers prescribed by the Act and Article 1396, TEX. REV. CIV. STAT. ANN. (Vernon Supp. 1999) (collectively, the "Acts"); and

WHEREAS, Chapter 394 requires as a condition to the creation of a local government corporation that at least three residents of the local government who are citizens of the state and at least eighteen (18) years of age submit a written application for the incorporation of the local government corporation; and

WHEREAS, there has been presented to and filed with the Hobby Area Management

District (the "District") an application executed by three residents of the District who meet the requirements of Chapter 394 requesting the incorporation of the Hobby Area Improvement Corporation (the "Corporation") pursuant to the Act; and

WHEREAS, Board of Directors of the District (the "Board") desires to grant the application for incorporation of the Corporation, authorize its Articles of Incorporation, approve its Bylaws, appoint the board of directors of the Corporation, and take other action with respect to the Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HOBBY AREA MANAGEMENT DISTRICT:

Section 1. The Board hereby finds, determines, and declares that the application for the incorporation of the Corporation is executed and filed in the manner required by Chapter 394 and the Board therefore has authority to consider and act on the application for incorporation of the Corporation.

Section 2. The Board hereby finds, determines, recites and declares that it is wise, expedient, necessary, and advisable that the Corporation be formed, the creation and organization of the Corporation under the provisions of the Acts and Chapter 394 as a duly constituted corporation of the District is hereby approved, and the Corporation is hereby authorized to aid, assist, and act on behalf of the District in the performance of its governmental functions to promote the common good and general welfare of the District; and to perform the other purposes described in the Articles of Incorporation.

Section 3. The Board hereby approves the Articles of Incorporation of the Corporation in substantially the form attached hereto as Exhibit A and authorizes the incorporators of the Corporation to file such Articles of Incorporation with the Secretary of State of the State of Texas in the manner provided by law.

Section 4. The Board hereby approves the Bylaws of the Corporation in substantially the form attached hereto as Exhibit B.

Section 5. The Board hereby confirms the appointment of the directors listed in the Articles of Incorporation attached hereto.

The Board hereby confirms the appointment of [_____] as the initial Chairperson of the Board of Directors. Subsequent chairpersons shall be designated as provided by the Bylaws.

Section 6. The Board hereby finds, determines, recites, and declares that it is the purpose, intent, and desire of the city in approving the creation of the Corporation and its Article of Incorporation and Bylaws, that such actions and the Corporation hereby authorized comply with the requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service rulings promulgated thereunder and the rulings issued pursuant thereto, such that the Corporation shall be deemed to be a constituted authority acting on behalf of the District pursuant to the provisions of the Acts of Chapter 394, Local Government Code.

PASSED, APPROVED, AND ADOPTED this the _____ day of _____,

2015.

Chair
Hobby Area Management District

ATTEST:

Secretary
Hobby Area Management District



Exhibit A
Articles of Incorporation

APPLICATION TO THE BOARD OF DIRECTORS OF HOBBY AREA
MANAGEMENT DISTRICT FOR CREATION OF HOBBY AREA
IMPROVEMENT CORPORATION, AND THE APPROVAL OF THE
ARTICLES OF INCORPORATION AND BYLAWS THEREOF

RECITALS

Chapter 3815, Special District Local Laws Code, authorizes the District to create a public nonprofit corporation under Subchapter D, Transportation Code .

D of Chapter 431, Texas Transportation Code (the "Act"), authorizes the creation and organization of public non-profit local government corporations to act as a duly constituted authority of a local government to aid and assist the city in the performance of one or more governmental or proprietary functions.

The Act provides that a local government corporation is to be created and organized pursuant to certain of the provisions of Chapter 394, Texas Local Government Code (the "Code"). The Act further provides that a local government corporation may have and exercise the powers prescribed by Article 1396, Vernon's Texas Civil Statutes (the "Statutes"). A local government corporation's articles of incorporation and bylaws shall be in the form and be executed, approved, and filed in the manner prescribed by the Statutes.

The Statutes requires as a condition to the creation of a local government corporation that at least three (3) residents of the district who are citizens of the state and at least eighteen (18) years of age submit a written application for the incorporation of the local government corporation.

NOW, THEREFORE, the undersigned petition and make application to the Board of Directors of Hobby Area Management District (the "District") and represent to the District as follows:

I. Pursuant to and in accordance with the Statutes, the undersigned three (3) individuals, each of whom is a citizen of the State of Texas, a resident of the District and over the age of eighteen (18) years, make application to and request the Board of Directors of the District, to approve and authorize the creation of a public non-profit local government corporation to be designated and known as the Hobby Area Improvement Corporation (the "Corporation"). The Corporation shall have and exercise all of the powers prescribed by the Code and the Act.

II. The undersigned further request the Board of Directors of the District to approve the incorporation of the Corporation with Articles of Incorporation and Bylaws in substantially the form attached hereto as Exhibits "A" and "B" respectively.

III. The undersigned further represent that duly executed original counterparts of this Application have been presented to and filed with the Secretary of the District in proper and due time, form, and manner; that this Application constitutes a proper and sufficient application to the Board of Directors of the District for approval and authorization of the creation of a public

non-profit local government corporation as required by the Statutes; and that the Board of Directors of the District may properly consider and act upon this Application.

WHEREFORE, the undersigned respectfully request the Board of Directors of the District to approve this Application in all respects and to grant the relief herein requested and to take such further and additional actions and proceedings as may be deemed necessary and proper in connection therewith.

RESPECTFULLY SUBMITTED this ____ day of _____, 2015.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 2015.

Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 2015.

Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 2015.

Notary Public

CERTIFICATE OF FORMATION

OF

HOBBY AREA IMPROVEMENT CORPORATION

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a resident of Harris County Improvement District No. 9 (dba Brays Oaks Management District) (the "District"), and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "LGC Act"), Chapter 3859, Texas Special District Local Laws Code (the "District Act"), Chapter 394, Texas Local Government Code (the "THFC Act"), and the Texas Business Organization Code (the "TBOC") do hereby adopt the following Certificate of Formation for such corporation:

ARTICLE I

The name of the corporation is the HOBBY AREA IMPROVEMENT CORPORATION (the "Corporation").

ARTICLE II

The Authority is a public, non-profit corporation.

ARTICLE III

The period of duration of the Corporation is perpetual.

ARTICLE IV

A. The Corporation is organized exclusively for charitable, scientific, literary and educational purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or within corresponding provisions of any subsequent federal tax laws. Specifically, the purpose of the Corporation is to aid, assist, and act on behalf of the District in the performance of its governmental functions, to construct, acquire, operate, maintain and finance parks, green space, landscaping, beautification and recreational improvements to benefit the District; to construct, acquire, maintain, operate, maintain and finance public works and improvements; to advance the civic, social, commercial, industrial and economic interests of the District and to raise, administer and distribute funds necessary for the active promotion and benefit of these interests; and to aid, assist and act on behalf of the District in the

administration and operation of a tax increment reinvestment zone created by, for, or in the area of the District (the "Zone") or in tax increment financing if the District serves as a tax increment reinvestment zone or engages in tax increment financing, including:

(1) the preparation and implementation of a project plan and reinvestment zone financing plan of the Zone, and the preparation and implementation of amendments thereto;

(2) the development of a policy to finance development of residential, commercial and public properties in the Zone, including development of a policy to finance redevelopment of properties and development and redevelopment of parks, green space and recreational improvements to benefit the Zone; and

(3) the development and implementation of a redevelopment policy for the Zone including the acquisition of land for redevelopment purposes and parks, green space and recreational purposes.

The Corporation is formed pursuant to the provisions of the LGC Act and the District Act as they now or may hereafter be amended, and the THFC Act, which authorize the Corporation to assist and act on behalf of the District and to engage in activities in the furtherance of the purposes for which the Corporation was created, provided that the Corporation shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions, the proceeds of which are to be used to make home mortgages or to make loans on residential developments.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations including, without limitation, the TBOC.

The Corporation shall have all other powers of a like or different nature not prohibited by law that are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Corporation shall not issue bonds without the consent of the Board of Directors of the District.

The Corporation is created as a local government corporation pursuant to the LGC Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The

Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

Notwithstanding any other provision of these Articles, the Corporation shall pledge its assets for use in performing its charitable functions and shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of any subsequent federal tax laws, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or corresponding provisions of any subsequent federal tax laws.

B. Nothing in this Article shall be construed as authorizing the Corporation to transact any business expressly prohibited by any law of the State of Texas, or to engage in any activity that cannot lawfully be engaged in by a non-profit corporation incorporated under the Texas Code, or to take any action in violation of any of the laws referred to in Sections B or C of Article 2.02 of the TBOC.

Regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas to the contrary, the Corporation shall not:

(1) permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes);

(2) devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise;

(3) participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and

(4) attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives.

ARTICLE V

The Corporation shall have no "members" within the meaning of the TBOC.

ARTICLE VI

The street address of the initial registered office of the Corporation, which is located within the District, is 9610 Longpoint Road, Suite 150, Houston, Texas 77055, and the name of its initial registered agent at such address is David W. Hawes.

ARTICLE VII

A. The number and qualifications of directors constituting the Board of Directors of the Corporation shall be fixed from time to time in the manner provided in the Bylaws of the Corporation. The number of directors may be increased or decreased from time to time in the manner provided in the Bylaws, except that no decrease shall have the effect of shortening the term of any incumbent director.

B. The number of directors constituting the initial board of directors is six (6), and the names and addresses of the persons who are to serve as directors, a majority of whom reside within the District, are:

<u>POS. NO.</u>	<u>NAME</u>	<u>ADDRESS</u>
1		
2		
3		
4		
5		
6		

The initial Chairperson shall be _____. The Board of Directors of the District shall designate each subsequent Chairperson of the Board.

ARTICLE VIII

The initial Bylaws of the Corporation shall be approved by the Board of Directors of the District and adopted by the Board of Directors of the Corporation. The power to alter, amend or repeal the Bylaws of the Corporation is vested in the Board of Directors of the Corporation, subject to approval of the Board of Directors of the District.

ARTICLE IX

No director of the Corporation shall be personally liable to the Corporation for monetary damages for any act or omission in the director's capacity as a director, except

that the provisions of this Article IX do not eliminate or limit the liability of a director to the extent the director is found liable for:

- A. a breach of the director's duty of loyalty to the Corporation;
- B. an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- C. a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office;
- D. an act or omission for which the liability of a director is expressly provided by an applicable statute; or
- E. an act related to an unlawful distribution of the assets of the Corporation.

If the TBOC or the Texas Miscellaneous Corporation Laws Act (collectively, the "Acts") are hereafter amended to authorize the further limitation of the liability of directors or trustees, then the limitation on personal liability provided in this Article IX shall, without the necessity of further action by the Corporation or the Board of Directors, be modified to provide such limitation to the fullest extent permitted by the amended Acts. No amendment to or repeal of this Article IX shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE X

The Corporation may provide in the Bylaws for the indemnification of directors, officers, employees and agents of the Corporation and other persons, or any of them, to the fullest extent provided by law or to such lesser extent as may be provided in such Bylaws.

ARTICLE XI

In the event of the dissolution of the Corporation, its assets and properties shall first be used to pay all existing debts, obligations and liabilities of the Corporation. Any remaining assets shall be distributed exclusively to the District, or, if the District no longer exists or is no longer an organization described in Section 501(c)(3) of the Code, exclusively to one or more charitable organizations as described in Section 501(c)(3) of the Code, or corresponding provisions of any subsequent federal laws, such organization or organizations to be selected by the Board of Directors.

ARTICLE XII

The names and street addresses of the incorporators, each of whom resides within the District, are:

<u>NAME</u>	<u>ADDRESS</u>
Albert P. Cardenas, Jr.	
Ann Collum	
Darryl Bailey	

ARTICLE XIII

A Resolution approving the form of this Certificate of Formation has been adopted by the Board of Directors of the District on February 12, 2015.

ARTICLE XIV

The District shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities.

ARTICLE XV

The Board of Directors of the District may at any time consider and approve a resolution directing the Board of Directors of the Corporation to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board of Directors of the Corporation to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by the Bylaws.

If the Board of Directors of the Corporation determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board of Directors of the Corporation shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of the THFC Act, or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the District.

ARTICLE XVI

These Articles may not be changed or amended unless approved by the Board of Directors of the District.

(EXECUTION PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands this _____
day of _____, 2015.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on
this 12th day of February, 2015, by ALBERTO P. CARDENAS, JR.

Notary Public in and for
The State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this 12th day of February 2015, by ANN COLLUM.

Notary Public in and for
The State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this 12th day of February, 2015, by DARRYL BAILEY.

Notary Public in and for
The State of Texas

(NOTARY SEAL)

Exhibit B
Bylaws

BYLAWS

OF

HOBBY AREA IMPROVEMENT CORPORATION

A Texas Local Government Corporation

Date of Adoption: _____

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BYLAWS
OF
HOBBY AREA IMPROVEMENT CORPORATION

ARTICLE I

FORMATION; POWERS

The Hobby Area Improvement Corporation (the "Corporation") is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "LGC Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code (the "THFC Act").

The Corporation shall have and exercise all of the rights, powers, privileges, Corporation, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Business Organization Code (the "TBOC").

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Corporation shall not issue bonds without the consent of the Board of Directors of the District.

The Corporation is created as a local government corporation pursuant to the LGC Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number, Appointment, Term of Office, Resignation, and Removal.

(a) All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of three (3) persons. Directors of the Corporation ("Director" or "Directors") shall be appointed by position to the Board by the Board of Directors of the District. The number of Directors may only be increased or decreased (but not to a number fewer than three (3)) from time to time by an amendment to the Bylaws with the consent and approval of the Board of Directors of the District, but no decrease shall have the effect of shortening the term of any incumbent director.

(b) Directors shall serve until they resign or until they are removed as provided herein.

(c) Any Director may tender his or her resignation as a Director to the Board of Directors of the District at any time. Any such tender of resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is so specified, at the time of receipt by the Board of Directors of the District. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in such resignation.

(d) Any Director may be removed from office at any time, with or without cause, by the Board of Directors of the District.

Section 2. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of the District under Texas law, including Chapter 551, Texas Government Code (the "Open Meetings Act").

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Open Records Act").

Section 3. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. Regular Meetings. Regular meetings of the Board shall be held at such times and places as determined by the Board. Any and all business may be transacted at any regular meeting to the extent allowed by the Open Meetings Act.

Section 5. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chairperson of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called. Any and all business may be transacted at any special or emergency meeting to the extent allowed by the Open Meetings Act.

Section 6. Quorum. A majority of the Board then appointed and serving (not counting a board position vacant for any reason, including death, resignation, or disqualification) shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting (not counting abstentions) at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Certificate of Formation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

Section 7. Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, a Vice Chairperson shall preside. In the absence of the Chairperson and all Vice Chairpersons, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, and in the absence of the Secretary, an Assistant Secretary shall act as secretary. In the absence of the Secretary and all Assistant Secretaries, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Committees. The Board may, by resolution, designate two (2) or more Directors or other individuals to constitute a committee. A committee shall act in the manner provided in the authorizing resolution. Committees consisting of a majority or more of the Directors or authorized to exercise the powers of the Board shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees consisting of a majority or more of the Directors or authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board. The majority of persons on any committee authorized to exercise the powers of the Board shall be Directors.

Section 9. Compensation of Directors. Directors as such shall not receive any stated salary or compensation for their service, but by resolution of the Board of Directors may be reimbursed for reasonable expenses actually incurred in connection with their service; provided, however, that nothing herein shall preclude any director from serving the Corporation in any other capacity or receiving compensation therefor.

Section 10. Board of Advisory Directors. The Board may establish a Board of Advisory Directors composed of members who are, in the judgment of the Board, qualified to advise with respect to the activities of the Corporation. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors shall be fixed from time to time by the Board. The officers and Directors of the Corporation may consult with the Board of Advisory Directors from time to time with respect to the activities of the Corporation, but the Board of Advisory Directors shall in no way restrict the powers of the Board nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for the management of the affairs of the Corporation. Advisory Directors as such shall not receive any stated salary or compensation for their service, but by resolution of the Board of Directors may be reimbursed for reasonable expenses actually incurred in connection with their service; provided, however, that nothing herein shall preclude any director from serving the Corporation in any other capacity or receiving compensation therefor.

Section 11. Director's Reliance on Consultant Information. A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Corporation shall be a chairperson of the Board, one or more vice chairpersons of the Board, a president, one or more vice presidents, a secretary, one or more assistant secretaries, a treasurer, one or more investment officers, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chairperson of the Board nor the President shall hold the office of Secretary. The term of office for each officer (other than the Chairperson) shall commence on the date of such officer's election and terminate on the earlier of: the date that the officer is replaced by the board; or, if the officer is a member of the Board, the date that the officer is no longer a member of the Board. The Chairperson shall serve for the term designated by the Board of Directors of the District.

All officers (other than the Chairperson) shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board then appointed and serving.

A vacancy in the office of any officer (other than the Chairperson) shall be filled by the Board.

Section 2. Chairperson. The Chairperson shall be a member of the Board and shall preside at all meetings of the Board. The Chairperson shall be designated by the Board of Directors of the District. He or she shall have such duties as are assigned by the Board. The Chairperson may call special or emergency meetings of the Board.

Section 3. Vice Chairpersons. A Vice Chairperson shall be a member of the Board. A Vice Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of his or her office. Any action taken by a Vice Chairperson in the performance of the duties of the Chairperson shall be

conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

Section 4. President. The President shall be the principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate of Formation, the President, Chairperson, or Vice Chairperson may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation.

Section 5. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 6. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her case account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require.

Section 7. Secretary. The Secretary shall be a member of the Board and shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate of Formation, he or she may sign with the Chairperson, Vice Chairperson, or President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of

which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 8. Assistant Secretaries. An Assistant Secretary shall perform the duties and exercise the powers of the Secretary upon the Secretary's death, absence, disability, or resignation, or upon the Secretary's inability to perform the duties of his or her office. Any action taken by an Assistant Secretary in the performance of the duties of the Secretary shall be conclusive evidence of the absence or inability to act of the Secretary at the time such action was taken.

Section 9. Investment Officers. An Investment Officer shall monitor compliance with the Texas Public Funds Investment Act and the Texas Public Funds Collateral Act, shall require the training and instruction required by such acts, and shall prepare, or cause to be prepared, and execute quarterly investment reports and other appropriate documentation pursuant to such acts. An Investment Officer is not required to be a member of the Board and may be a consultant to the Board. The Treasurer may be, but is not required to be, an Investment Officer.

Section 10. Compensation. The salaries and other compensation of the officers of the Corporation, if any, shall be fixed from time to time by the Board of Directors. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9 of these Bylaws. Notwithstanding any other provision in these Bylaws, the Corporation shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual, taking into account that reasonable compensation may be paid for personal services rendered to or for the Corporation if such services affect one or more of the Corporation's purposes.

Section 11. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, including members of the Board; or

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

Section 12. Delegation. The Board of Directors may delegate temporarily the powers and duties of any officer of the Corporation, in case of such officer's absence or for any other reason, to any other officer of the Corporation, and may authorize the delegation by any officer of the Corporation of any of such officer's powers and duties to any agent or employee of the Corporation, subject to the general supervision of such officer.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin January 1 of each year.

Section 2. Seal. The seal of the Corporation shall be such as from time to time may be approved by the Board.

Section 3. Notice and Waiver of Notice. Whenever any notice whatever, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. Resignations. Any officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chairperson or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 6. Appropriations and Grants. The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

Section 7. Contracts. The Chairperson, any Vice Chairperson, the President, or any Vice President may execute and deliver, in the name and on behalf of the

Corporation, (i) contracts or other instruments and documents authorized by the Board, and (ii) contracts or instruments in the usual and regular course of business, except in cases when the execution or delivery thereof shall be expressly delegated or permitted by the Board or by these Bylaws to some other officer or agent of the Corporation. The Board may authorize any officer or officers, or any agent or agents, of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such Corporation may be general or confined to specific instances. Unless so authorized by the Board or by these Bylaws, no officer, agent or employee shall have any power or Corporation to bind the Corporation by any contract or engagement, or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

Section 8. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such directors, officers, or employees of the Corporation as shall from time to time be authorized by the Board or these Bylaws.

Section 9. Depositories. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board may from time to time designate and upon such terms and conditions as shall be fixed by the Board. The Board may from time to time authorize the opening and maintaining within any such depository as it may designate of general and special accounts and may make such special rules and regulations with respect thereto as it may deem expedient.

Section 10. Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board.

Section 11. Use of Assets. Notwithstanding any other provision of these Bylaws, the Corporation shall use its assets in performing its charitable functions and shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from income tax under Section 501(c)(3) of the Code, or corresponding provisions of any subsequent federal tax laws, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code, or corresponding provisions of any subsequent federal tax laws.

ARTICLE V

INDEMNIFICATION

Section 1. Indemnification. The Corporation shall indemnify any person who was, is or is threatened to be made a named defendant or respondent in a proceeding

because the person is or was a Director or, while a Director of the Corporation, is or was serving at the request of the Corporation as an officer of the Corporation or as a Director, officer, partner, venturer, proprietor, trustee, employee, administrator, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise only if it is determined in accordance with Section 5 below that the person:

- (a) conducted himself in good faith;
- (b) reasonably believed:
 - (i) in the case of conduct in an official capacity as a Director of the Corporation, that such Director's conduct was in the Corporation's best interests; and
 - (ii) in all other cases, that such Director's conduct was at least not opposed to the Corporation's best interests; and
- (c) in the case of any criminal proceeding, had no reasonable cause to believe such Director's conduct was unlawful.

In addition, the Corporation may indemnify any other person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer, employee, committee member, Advisory Director, or agent of the Corporation to the same extent that it shall indemnify the Directors of the Corporation under this Section 1.

Section 2. Limitations on Indemnity. Except to the extent permitted by Section 4 below, no person shall be indemnified under Section 1 above in respect of a proceeding:

- (a) in which the person is found liable on the basis that personal benefit was improperly received by such person, whether or not the benefit resulted from an action taken in the person's official capacity; or
- (b) in which the person is found liable to the Corporation.

Section 3. When Person is Liable. The termination of a proceeding by judgment, order, settlement or conviction or on a plea of nolo contendere or its equivalent shall not be of itself determinative that the person did not meet the requirements set forth in Section 1 above. A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

Section 4. Indemnification Coverage. A person may be indemnified under Section 1 above against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in connection with the proceeding; but, if the person is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the person, the indemnification (a) shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding and (b) shall not be made in respect of any proceeding in which the person shall have been found liable for (i) willful or intentional misconduct in the performance of such person's duty to the Corporation; (ii) breach of the person's duty of loyalty owed to the Corporation; or (iii) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the Corporation.

Section 5. Determination of Right to Indemnity. A determination of indemnification under Section 1 above shall be made in the manner outlined in Section 8.103 of the TBOC.

Section 6. Other Determinations. Authorization of indemnification and determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible as provided in Section 8.103 of the TBOC.

Section 7. Expenses. Reasonable expenses incurred by a person who was, is or is threatened to be made a named defendant or respondent in a proceeding may be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding and without the determination specified in Section 5 above or the authorization or determination specified in Section 6 above, after the Corporation receives a written affirmation by the person of his good faith belief that such person has met the standard of conduct necessary for indemnification under this Article V and a written undertaking by or on behalf of the person to repay the amount paid or reimbursed if it is ultimately determined that he or she has not met that standard or if it is ultimately determined that indemnification of the person against expenses incurred by such person in connection with that proceeding is prohibited by Section 4 above.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, Advisory Director, committee member, or agent of the Corporation or who is or was serving at the request of the Corporation as a Director, officer, Advisory Director, committee member, partner, venturer, proprietor, trustee, employee, administrator, agent or similar functionary of any other foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by such person in such a capacity or arising out of a status as such a person, whether or not the Corporation would have the power

to indemnify such person against that liability under this Article V or any applicable law.

Section 9. Modifications. The Corporation intends that this Article V provide for the indemnification of Directors, officers, Advisory Directors, committee members, employees, and agents of the Corporation and other persons to the fullest extent permissible by law. The provisions of this Article V shall be modified to the extent the TBOC may be amended in the future, but in the case of such amendment, only to the extent such amendment permits the Corporation to provide broader indemnification rights than such TBOC permitted the Corporation to provide prior to such amendment.

Section 10. Non-Exclusive Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right that a person indemnified pursuant to this Article V may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or these Bylaws, agreement, vote of disinterested Directors or otherwise.

Section 11. Limitation on Indemnification of a Private Corporation. Notwithstanding any other provision of this Article V, if the Corporation is a private Corporation within the meaning of Section 501(a) of the Internal Revenue Code of 1986 or corresponding provisions of any subsequent federal tax laws (the "Code"), the right to indemnification conferred in this Article V shall not include any rights to indemnification that would constitute a violation of Chapter 42 of the Code.

Section 12. Interpretation. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Director, and may indemnify any other person indemnified pursuant to this Article V, as to costs, charges, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any proceeding to the fullest extent permitted by an applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

Section 1. Policy and Purpose. It is the policy of the Corporation that officers and directors of the Board conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

The purpose of this Code of Ethics and Conflicts of Interest Policy is to protect the Corporation's interests when it contemplates entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable authorities.

Section 2. Definitions. The following definitions shall apply in this Article VI:

(a) *Interested Person.* Any trustee, principal officer, or member of a committee with Board delegated powers, who has a direct or indirect Financial Interest, as defined below, is an Interested Person.

(b) *Financial Interest.* A person has a Financial Interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;
2. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

(A Financial Interest is not necessarily a conflict of interest. Under Article VI, Section 3(b), a person who has a Financial Interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.)

Section 3. Conflict of Interest Procedures.

(a) *Duty to Disclose.* In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

(b) *Determining Whether a Conflict of Interest Exists.* After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

(c) *Procedures for Addressing the Conflict of Interest.*

1. An Interested Person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

3. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) *Violations of the Conflicts of Interest Policy.*

1. If the Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings. The minutes of the Board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation.

(a) A voting member of the Board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(c) No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statements.

Each director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement, which affirms such person:

- a. Has received a copy of the Code of Ethics and Conflicts of Interest Policy;
- b. Has read and understands the Policy;
- c. Has agreed to comply with the Policy; and
- d. Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management authorities conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Outside Advisors. When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Section 9. Applicability of State Law. Chapters 171 and 176 of the Texas Local Government Code, Chapter 573 of the Government Code, and Chapter 36 of the Texas Penal Code shall apply to the Directors and officers of the Corporation. In the event of conflict between any of these State laws and any of the provisions set forth in Article V, Sections 2 through 8, above, the stricter provision shall apply.

ARTICLE VII

AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board then appointed and serving at any meeting. However, any proposed change or amendment to the Bylaws must be approved by the Board of Directors of the District to be effective.

HOBBY AREA MANAGEMENT DISTRICT
(HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 9)
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

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

6. Consider a mobile security camera contract with S.E.A.L. Security.



S.E.A.L. Security Solutions, LLC
Surveillance Monitoring Agreement
#15942-001

DATE OF AGREEMENT: 1/27/15 *Revised 2-14-2015	SERVICE START DATE: 1/27/15	SERVICE END DATE: TBD, 30 DAY NOTICE, MONTH TO MONTH
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CLIENT INFORMATION

PROPERTY NAME: Hobby Management District	POINT OF CONTACT: Josh Hawes EMAIL: jhawes@hhcllp.com
PHONE: 713-595-1208	POINT OF CONTACT CELL: 713-724-3862 FAX:
PROPERTY ADDRESS: 9610 Long Point, Ste. 150 Houston, TX 77227	COUNTY: Harris

PROGRAM SELECTION

<input type="checkbox"/> Video Data Storage Only: Our System will store up to 2 Weeks of video surveillance, accessible upon your Request.	<input checked="" type="checkbox"/> Intermittent Monitoring: Scheduled Video monitored during Your most high crime hours defined by crime statistics in your area. <ul style="list-style-type: none"> Record Storage of up to 2 weeks of video surveillance, accessible upon request. Includes features of Analytic Monitoring SEAL will either dispatch our own officer or contact other law enforcement officials in the event there is an incident. <p>*Either cellular network or a Wireless network with 3mbps upload required depending on frequency and duration of monitoring*</p>
<input type="checkbox"/> Analytic Monitoring: Utilizing various image processing algorithms we can detect a wide range of occurrences such <ul style="list-style-type: none"> Breaches into restricted areas Theft – Removal of Items Loitering Crowding or Grouping Vehicles tailgating through secured points And More <p>A detection of the occurrences will trigger an alarm to alert our 24 Hour Operations Center to view, and address the Matter by either dispatching our own officer or contacting Other law enforcement officials.</p> <p>Record storage of up to 2 weeks of video surveillance, accessible upon request.</p> <p>*Minimum of a cellular network required*</p>	<input type="checkbox"/> 24 Hour Live Monitoring and Armed Response: <ul style="list-style-type: none"> 24 Hour Live Monitoring from our 24 Hour Dispatch Center Record Storage of up to 2 weeks of video surveillance, accessible upon request. Includes features of Analytic Monitoring SEAL will either dispatch our own officer or contact other law enforcement officials in the event there is an incident. <p>*Minimum of a Wireless network with 3mbps upload required*</p>

PROGRAM TYPE	MONTHLY RATE	SET UP FEE	INITIAL PAYMENT	TOTAL INITIAL INVESTMENT	DETAILS
Intermittent Monitoring	\$3,000.00 /Month	Waived	Waived	Waived	Three (3) Mobile Camera Systems
	Plus All Applicable Taxes			Plus All Applicable Taxes	

Additional Terms: For each additional camera on the Intermittent Monitoring Plan a charge of \$1,000.00 +Tax per month will be added.

CAMERA LOCATIONS

<u>Address 1:</u> Broadway and W/ Belfort	<u>Address 3:</u> 6322 Telephone
<u>Address 2:</u> 8181 Airport	<u>Address 4:</u>

BILLING INFORMATION

<u>BILL TO:</u>	
<u>POINT OF CONTACT:</u>	<u>PHONE:</u> <u>EMAIL:</u>

OWNER/LEGAL CORPORATE INFORMATION

<u>CORPORATE NAME:</u>	<u>CORPORATE ADDRESS:</u>
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REGISTERED AGENT INFORMATION

<u>NAME:</u>	<u>ADDRESS:</u>
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Client understands that rated increases due to changes in federal, state, or taxes may be imposed without notice. S.E.A.L. Security Solutions LLC agrees to maintain a current and comprehensive general liability insurance policy, throughout this agreement, for a minimum amount of \$1million aggregate. This firm is registered under License # C15942 of the Texas Dept. of Public Safety, Private Security Bureau. Licensing status is verifiable online at <http://www.txdps.state.tx.us/pbs/> or by calling 1-512-424-7710.

CLIENT REPRESENTATIVE

BY: _____

PRINTED: _____

TITLE: _____

S.E.A.L. SECURITY SOLUTIONS

BY: _____

PRINTED: GRANT GOLDIN

TITLE: PRESIDENT

1. S.E.A.L. Security Solutions LLC. Surveillance monitoring service and installation charges vary depending on system configuration, equipment and services selected. An amount equal to the first month fee plus applicable taxes will be due prior to the installation of the equipment. Offer includes the installation of trailer mounted camera system for a one time installation and configuration fee. An additional fee equal to the price of the initial set up will apply for relocation upon the customer's request. Local permit fees may be required. Additional charges may apply in areas that require officer response service for municipal alarm verification. Systems shall remain property of S.E.A.L. Security Solutions LLC. Simulated screen images and photos are for illustrative purposes only.
2. Contingent on selected plan S.E.A.L. Security Solutions LLC surveillance monitoring services may require access to wireless data connection with a minimum of 3 mbps upload. S.E.A.L Security Solutions LLC shall not be liable for overages for your data provider.
3. Customer is solely responsible for connection to power for camera equipment. S.E.A.L. Security Solutions LLC is not responsible for lost transmission or collection of data due to a loss of power.
4. Site specific instructions will be issued and agreed upon by the Client and S.E.A.L., outlining services requested.
5. If provided for above, S.E.A.L. Security Solutions LLC will offer an armed response to an alert received in the S.E.A.L. Security Solutions LLC's control room as specified in the site specific instructions. Client acknowledges and agrees that while S.E.A.L will dispatch an officer upon alert and endeavor to arrive at the location as soon as possible thereafter there is no guarantee as to the minimum response time. Officer safety is a primary core value of S.E.A.L and the vagrancies of Houston traffic, weather and general conditions may delay arrival. S.E.A.L. will make all reasonable efforts to ensure an officer arrives on site within a reasonable time frame after the alert.
6. S.E.A.L. Security Solutions LLC services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. S.E.A.L. Security Solutions LLC makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the services, system or equipment supplied will detect or avert such events or the consequences therefrom. Accordingly, S.E.A.L. Security Solutions LLC does not undertake any risk that customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with customer, not S.E.A.L. Security Solutions LLC.
7. Insurance, if any, covering such risk shall be obtained by customer. S.E.A.L. Security Solutions LLC shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the system or services are intended to detect or avert. Customer shall look exclusively to its insurer and not to S.E.A.L. Security Solutions LLC to pay customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from S.E.A.L. Security Solutions LLC arising as a result of paying any claim for loss, damage or injury of customer or another person.
8. The provisions of this section shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to S.E.A.L. Security Solutions LLC.'s performance or nonperformance of its obligations under this agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of S.E.A.L. Security Solutions LLC., its agents or employees. If any other person, including customer's subrogating insurer, makes any claim or files any lawsuit against S.E.A.L. Security Solutions LLC. in any way relating to the services, system or equipment that are the subjects of this agreement, then customer shall indemnify and hold S.E.A.L. Security Solutions LLC harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees. No suit or action shall be brought against S.E.A.L. Security Solutions LLC. or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. The provisions of this section shall apply to and benefit S.E.A.L. Security Solutions LLC and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.
9. S.E.A.L. Security Solutions LLC assumes no liability for delays in installation of the equipment or for the consequences therefrom, however caused, or for interruptions of service or for the consequences therefrom due to strikes, riots, floods, acts of god or any causes beyond the control of S.E.A.L. Security Solutions LLC. And will not be required to supply service to the customer while interruption of service due to any such cause shall continue.
10. S.E.A.L. Security Solutions LLC.'s receipt of alarm signals, electronic data, voice data or images from the equipment or system installed in customer's premises is dependent upon proper transmission of such alarm signals. S.E.A.L. Security Solutions LLC cannot receive alarm signals when the customer's teleco service or other transmission mode is not operating or has been cut, interfered with, or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over customer's teleco service or transmission mode for any reason including but not limited to network outage or other network problems such as congestion or downtime, routing problems, or instability of signal quality. customer understands that signal transmission failure may occur over certain types of teleco services such as some types of dsl, adsl, voip, digital phone, internet protocol based phone or other internet interface-type service or radio service, including cellular, wireless or private radio, or customer's proprietary telecommunication network, intranet or ip-pbx, or other third-party equipment or voice/data transmission networks or systems owned, maintained or serviced by customer or third parties, if: (1) there is a loss of normal electric power to the monitored premises occurs (the battery back-up for S.E.A.L. Security Solutions LLC.'s alarm panel does not power customer's communication facilities or teleco service); or (2) electronic components such as modems malfunction or fail.

Customer understands that S.E.A.L. Security Solutions LLC will only review the initial compatibility of the alarm system with customer's teleco service at the time of initial installation of the alarm system and that changes in the teleco service's data format after S.E.A.L. Security Solutions LLC's initial review of compatibility could make the teleco service unable to transmit alarm signals to S.E.A.L. Security Solutions LLC. If S.E.A.L. Security Solutions LLC determines in its sole discretion that customer's teleco service is compatible, S.E.A.L. Security Solutions LLC will permit customer to use its teleco service as the primary method of transmitting alarm signals, although customer understands that S.E.A.L. Security Solutions LLC recommends that customer also use an additional back-up method of communication to connect customer's alarm system to S.E.A.L. Security Solutions LLC. Regardless of the type of teleco service used, customer also understands that if S.E.A.L. Security Solutions LLC determines in its sole discretion that customer's teleco service is, or later becomes, non-compatible, or if customer changes to another teleco service that is not compatible, then S.E.A.L. Security Solutions LLC will require that customer use an alternate method of communication acceptable to S.E.A.L. Security Solutions LLC as the primary method to connect Customer's alarm system to S.E.A.L. Security Solutions LLC. Customer also understands that if customer's alarm system has a line cut feature, it may not be able to detect alarm signals if the teleco service is interrupted, and that S.E.A.L. Security Solutions LLC may not be able to download system changes remotely or provide certain auxiliary monitoring services through a non-approved teleco service. Customer acknowledges that any decision to use a non-approved teleco service as the method for transmitting alarm signals is based on customer's own independent business judgment and that any such decision is made without any assistance, involvement, input, recommendation, or endorsement on the part of S.E.A.L. Security Solutions LLC. Customer assumes sole and complete responsibility for establishing and maintaining access to and use of the non-approved teleco service for connection to the alarm monitoring equipment. Customer further understands that the alarm system may be unable to seize the teleco service to transmit an alarm signal if another connection has disabled, is interfering with, or blocking the connection.

11. This agreement constitutes the entire agreement between the customer and S.E.A.L. Security Solutions LLC. In executing this agreement, customer is not relying on any advice or advertisement of S.E.A.L. Security Solutions LLC. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the customer.

12. Client and client's agent represents that client is financially solvent. Client and client's agent shall be unconditional guarantors for payment for all amounts invoiced by S.E.A.L. hereunder. Notwithstanding anything to the contrary herein, S.E.A.L. may terminate this agreement at any time, after 48 hours written notice to the client, due to the client's failure to pay any monies due hereunder, or if at any time during this agreement there shall be filed by or against client in any court, pursuant to any statute, a petition of bankruptcy, insolvency, reorganization, or the appointment of a receiver all or a portion of the client's property.

13. S.E.A.L. billing is on a monthly cycle in advance for monitoring and response services to be performed the following month. Services are billed on the first of the month with invoices payable, Net 30 or within 30 days of invoice. Any dispute or claim regarding the amount of an invoice must be forwarded in writing by the Client to S.E.A.L. within 5 days from the invoice date, setting forth the nature and details of the dispute, including all supporting documentation, or it shall for all purposes be deemed agreeable by the Client. Client agrees to pay a late fee of 0.04 times the total invoice plus all collection and attorney fees and costs which may be incurred by S.E.A.L. in the collection of any invoice not paid pursuant to the terms of this paragraph. Client shall not be entitled to retain any monies due or owing to S.E.A.L. hereunder as security for the payment of any and all claims.

14. Any and all property, equipment, supplies, and/or materials furnished by S.E.A.L. placed at or on a site shall remain the property of S.E.A.L. Throughout the term of this agreement, S.E.A.L. maintains the sole and exclusive rights to install, maintain, replace, and remove such property at any time. In the event of termination or nonpayment of up to 60 days S.E.A.L. reserves the right to remove said equipment from the customer's property without notice.

15. This agreement shall be in full force and effect, after the start of services, for a period of one year, after which period the Client or S.E.A.L. may terminate this agreement by giving 30 days prior written notice by certified mail to the other party involved. Client shall remain liable for all amounts due hereunder through the periods stated above.

16. This agreement supersedes any and all prior and other agreements of its kind, oral and written, between S.E.A.L. and the Client, and represents the entire agreement between the parties. No other agreement or representations, oral or written, have been made by S.E.A.L. Any alteration, modification, or amendment of this agreement must be in writing containing the signature of an authorized representative of each party.

17. It is agreed by and between the Client and S.E.A.L. that if any terms or provision of this agreement shall be determined invalid or illegal, all the remaining items and provision shall remain in full force and effect, and enforceable by the laws of the State of Texas.

18. If signing as agent, I hereby represent that I have full legal authority to sign contracts and enter into commitments on behalf of the above owner.

HOBBY AREA MANAGEMENT DISTRICT
(HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 9)
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

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

7. Consider a contract with Harris County regarding the provision of County Nuisance Abatement Services.

DISTRICT MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: JOSH HAWES
SUBJECT: COUNTY NUISANCE ABATEMENT SERVICES
DATE: MARCH 5, 2015

This matter was first brought before the public safety committee in October of 2014 and was approved by the committee. The purpose of the contract with Harris County for nuisance abatement is to provide funding along with seven other management districts for County Attorneys whose sole purpose is to provide nuisance abatement in the Districts.

The purpose of nuisance abatement is to end chronic criminal activity in the District in locations such as after hour clubs, illegal game rooms, massage parlors and apartments.

The methods used in the nuisance abatement range from meetings, official letters or civil lawsuits against the property owner of the nuisance in question. In other districts this program has been used to stop drug dealing on properties, the closing of numerous after hour clubs and severing gang control of a condominium complex.

INTERLOCAL CONTRACT
(The County Attorney Community Protection Program)

1. PARTIES

- 1.1 Parties. The Parties to this Interlocal Contract are **Harris County (HARRIS COUNTY)**, on behalf of Office of Harris County Attorney (**THE COUNTY ATTORNEY**), and **Greater Sharpstown Management District, Hobby Area Management District of Harris County, Harris County Improvement District Number 5 (Brays Oaks) and Spring Branch Management District of Harris County (THE DISTRICTS)**, special districts created as governmental agencies and political subdivisions of this state under Section 59, Article XVI, of the Texas Constitution and Chapter 4110 of Special District Local Laws Code. This Interlocal Contract is entered into pursuant to Chapter 791 Interlocal Cooperation Contracts Act of the Texas Government Code in order to increase the efficiency and effectiveness of local government.

2. PURPOSE

- 2.1 Description. Management districts promote economic development and public welfare within their boundaries and are charged with promoting the health, safety, and general welfare of residents. Management districts have areas in which certain property owners or others tolerate, allow or conduct illegal activities that impact the health, safety, and general welfare of the property owners in the districts. The Office of the Harris County Attorney is actively involved in community protection activities in Harris County and employs attorneys, paralegals, and other staff whose primary duties are devoted to these matters. The Office has developed expertise in utilizing its power of civil enforcement to persuade and compel property owners to obey county regulations and state law and thereby enhance the economic development of property in management districts. To enable the Harris County Attorney to devote more resources to community protection activities, pursuant to Local Gov. Code 375.281 & 092(i), **THE DISTRICTS** and **HARRIS COUNTY** are entering into a contract for increased civil enforcement within the geographical boundaries of **THE DISTRICTS**. The County Attorney will also coordinate and facilitate interaction and efforts with appropriate law enforcement agencies, to include the Harris County District Attorney, the Harris County Sheriff, Harris County Constables, municipal law enforcement agencies, state and federal agencies, and other resources as appropriate and required.

3. THE COUNTY ATTORNEY'S REPRESENTATIONS

- 3.1 Applicable Expertise. **THE COUNTY ATTORNEY** and the person executing this Agreement on behalf of **THE COUNTY ATTORNEY** certify and represent that **THE COUNTY ATTORNEY** (including **THE COUNTY ATTORNEY's** agents, employees, volunteers, and subcontractors as applicable) possess(es) the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement with no disruption of service delivery.

4. SCOPE OF SERVICES

- 4.1 Specific Work, Products, Services, Licenses and/or Deliverables. **THE COUNTY ATTORNEY** shall furnish the work, products, services, licenses and/or deliverables as outlined in **Attachment A**, which is attached and incorporated in this Agreement.

5. REQUIREMENTS

- 5.1 Independent Contractor. **THE DISTRICTS** expect **THE COUNTY ATTORNEY** to meet the high standards set forth in this Agreement and look to **THE COUNTY ATTORNEY** for results only. Unless otherwise required by law or regulation, **THE DISTRICT** shall not direct the methods used to obtain those results and **THE COUNTY ATTORNEY** shall perform the services as an independent contractor under the sole supervision, management, direction, and control of **THE COUNTY ATTORNEY**. As an independent

contractor, THE COUNTY ATTORNEY will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable pursuant to this Agreement, but THE COUNTY ATTORNEY shall be solely responsible for the manner in which THE COUNTY ATTORNEY will perform the services under this Agreement. THE COUNTY ATTORNEY is not obligated to maintain any set, regular hours nor to perform any set number of hours of service in fulfilling the obligations under this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship under Texas law. The personnel and staff of THE COUNTY ATTORNEY are independent contractors or employees of HARRIS COUNTY and are not for any purposes considered employees or agents of THE DISTRICTS. THE COUNTY ATTORNEY assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and THE COUNTY ATTORNEY shall remain solely responsible for the supervision, daily direction and control, payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.

5.2 Employee Retention.

- 5.2.1 THE COUNTY ATTORNEY agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel THE COUNTY ATTORNEY assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they are to perform. If specific qualifications are set forth in job descriptions required by the funding entity and/or in this Agreement, only personnel with the required qualifications will be assigned by THE COUNTY ATTORNEY to fill functions unless a written waiver is granted.
- 5.2.2 The County Attorney will assign at least one attorney with no less than seven years experience substantially all of whose duties will be those described in the Scope of Services; in addition, THE COUNTY ATTORNEY will assign one legal assistant, approximately one-half of whose duties will be those described in the Scope of Services. THE COUNTY ATTORNEY will provide THE DISTRICTS with the name and contact information of such attorney, who shall be available on a regular basis for conferences with the THE DISTRICTS.
- 5.3 No Subcontracts. Unless otherwise explicitly set out in this Agreement, HARRIS COUNTY shall not enter into any subcontract for the work, products, services and/or deliverables under this Agreement without prior written approval from THE DISTRICTS. To obtain written approval, THE COUNTY ATTORNEY must submit a written request for approval that includes the qualifications of the subcontractor to perform and meet the standards of this Agreement.
- 5.4 Applicable Laws. Each Party shall comply (and assure compliance) with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change, and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective.
- 5.5 No Conflicts. THE COUNTY ATTORNEY will not represent THE DISTRICTS' interests in any matter the COUNTY ATTORNEY determines to be adverse to HARRIS COUNTY or the State of Texas.
- 5.6 Case Priorities. THE COUNTY ATTORNEY will be guided by the enforcement priorities communicated from THE DISTRICTS. THE DISTRICTS will designate one or more individuals to communicate with the assigned COUNTY ATTORNEY personnel and to coordinate the activities of such personnel and THE DISTRICTS. The designees of THE DISTRICTS will endeavor to provide substantially equal coverage of each of the individual districts with regard to services provided under this Agreement.
- 5.7 Nondisclosure and Confidentiality of Information. To the extent permitted by law, THE COUNTY ATTORNEY must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill THE COUNTY ATTORNEY's obligations under this

Agreement, THE COUNTY ATTORNEY may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. THE COUNTY ATTORNEY and the person executing this Agreement on behalf of THE COUNTY ATTORNEY acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to THE COUNTY ATTORNEY for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of THE DISTRICT and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, THE COUNTY ATTORNEY must (1) not access any information without express written authorization of THE DISTRICTS; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate District officials; (4) except to the extent required by law, necessary for the performance of this Agreement, or necessary for Medicaid or other insurance billing, not release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever (including any information relating to a client or the client's family who has been provided services pursuant to this Agreement) to outside parties without the express written consent of THE DISTRICTS; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information except to those who need to know such information and are obligated to maintain its confidentiality, including THE COUNTY ATTORNEY's partners, principals, representatives or employees as *necessary* to fulfill obligations under this Agreement; (7) notify THE DISTRICTS immediately of all requests for confidential information; and (8) immediately report to THE DISTRICTS all unauthorized disclosures or uses of confidential information.

6. AMOUNT AND BASIS FOR PAYMENT

- 6.1 Specific Amount of and Basis for Payment. For and in consideration of the work, products, services and/or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, THE DISTRICTS agree to pay HARRIS COUNTY the annual sum of \$193,000.00 per year, which includes the cost of personnel and their benefits and \$10,000 in litigation costs. If litigation costs exceed the \$10,000, the County Attorney may invoice the Districts to reimburse Harris County for actual and reasonable litigation expenses.
- 6.2 THE DISTRICTS agree that they will each fund their equal share of the payments to THE COUNTY ATTORNEY under this Agreement, and will provide such funds to Harris County Improvement District No. 5 at least five days prior to the due date. Harris County Improvement District No. 5 agrees to make such payments timely to THE COUNTY ATTORNEY on behalf of itself and the other DISTRICTS.

7. TERM OF THE AGREEMENT

- 7.1 Time Period. The time period for performance (term) of this Agreement shall start March 1, 2015 and end February 28, 2016. Any work, products, services, licenses and/or deliverables provided outside the term of this Agreement shall not be considered to be under this Agreement.
- 7.2 Renewal. THE DISTRICTS have the option to extend the term of this Agreement for three (3) additional year(s), renewable for one year at a time by extending the termination date one year from the prior term's end date upon the same *terms and conditions* and pricing as are provided for in this Agreement for the original term. Without affecting the agreed unit pricing, THE DISTRICTS may decrease or increase the *total maximum funds* from the current year that are certified as available to pay the obligations under the

Agreement. THE DISTRICTS may exercise this option by giving written notice to THE COUNTY ATTORNEY of THE DISTRICTS' intent to extend the term for one year, such notice to be given at least 60 days prior to the expiration date of the currently effective agreement. The renewal shall not become effective until THE DISTRICTS has funded any financial obligation for the renewal, as evidenced in writing, such as a certification of funds contained on a purchase order.

8. TERMINATION PROVISIONS

- 8.1 THE DISTRICTS or THE COUNTY ATTORNEY, upon 60 days notice to the other party, may terminate this contract for any reason.
- 8.2 Return of Documents after Termination. If permitted by law and any established ethical requirements applicable to specific professionals, THE COUNTY ATTORNEY shall deliver to THE DISTRICTS copies of all completed or partially completed data, information, and documents prepared under this Agreement on behalf of THE DISTRICTS. Within 10 business days after the effective date of termination, THE COUNTY ATTORNEY shall return to THE DISTRICTS all records, files, documents, notes and other items in THE COUNTY ATTORNEY's possession, if any, relating to any assignments or work that THE COUNTY ATTORNEY has undertaken or been given under this Agreement if permitted by law and any established ethical requirements applicable to specific professionals. **However, nothing in this section is intended to require THE COUNTY ATTORNEY to surrender THE COUNTY ATTORNEY's own records to THE DISTRICTS after termination.**

9. IMMUNITY

- 9.1 No Waiver of Governmental Immunity. Neither Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

10. MISCELLANEOUS

- 10.1 Notices to THE DISTRICTS. Any notice (or **billing invoice**) required or permitted to be given by HARRIS COUNTY or THE COUNTY ATTORNEY to THE DISTRICTS may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attention: David Hawes and Bill Calderon
PO Box 22167
10103 FONDREN RD (77096-4556)
HOUSTON, TEXAS 77227-2167
Fax: 713.595.1890

- 10.2 Notices to HARRIS COUNTY. Any notice required or permitted to be given by THE DISTRICTS to HARRIS COUNTY may be given by hand delivery, facsimile, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

First Assistant County Attorney
Office of Harris County Attorney
1019 CONGRESS ST FL 15
Houston, TX 77002-1799
Fax: 713-755-1553

WITH A COPY OF THE NOTICE TO:

The Harris County Auditor
1001 Preston St Ste 800
Houston, TX 77002
auditor@co.harris.tx.us

- 10.3 Receipt of Notice. Such notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 10.4 Change of Address. Either party may change its address for notice by giving the other party 30 days prior written Notice specifying the new address.
- 10.5 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 10.6 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the party's governing body to execute this Agreement on behalf of the party.

HARRIS COUNTY

By: _____
Ed Emmett (date)
County Judge

APPROVED BY:

Robert Soard (date)
First Assistant County Attorney
Office of Harris County Attorney

This Agreement shall be of no force or effect until approved in writing by the
First Assistant County Attorney.

**GREATER SHARPSTOWN MANAGEMENT DISTRICT OF
HARRIS COUNTY**

By: _____
Chairman
Date: _____

ACKNOWLEDGED BY:

Secretary
Date: _____

HOBBY AREA MANAGEMENT DISTRICT OF HARRIS COUNTY

By: _____
Chairman
Date: _____

ACKNOWLEDGED BY:

Secretary
Date: _____

**HARRIS COUNTY IMPROVEMENT DISTRICT
NUMBER 5 (BRAYS OAKS)**

By: _____
Chairman
Date: _____

ACKNOWLEDGED BY:

Secretary
Date: _____

**SPRING BRANCH MANAGEMENT
DISTRICT OF HARRIS COUNTY**

By: _____
Chairman

Date: _____

ACKNOWLEDGED BY:

Secretary

Date: _____

Attachment A

SCOPE OF SERVICES

HARRIS COUNTY agrees to authorize THE COUNTY ATTORNEY to hire and assign personnel to dedicate to THE DISTRICTS the equivalent of the full workload of one Assistant County Attorney and one-half of a paralegal, as well as other supporting staff, to provide the services below to THE DISTRICTS. THE COUNTY ATTORNEY may assign any number of individuals to provide the services contracted hereby, and may assign such individuals to other tasks when they are not fulfilling THE COUNTY ATTORNEY'S obligations hereunder. Upon request, THE COUNTY ATTORNEY shall provide THE DISTRICTS with documentation that the equivalent of one attorney and one-half paralegal is being provided as required above. Services and activities to be provided include:

- Meet with law enforcement to discuss public safety issues in THE DISTRICTS and ways to address the issues.
- Investigate commercial establishments and multi-family complexes to determine if they are violating Chapter 125 of the Texas Civil Practice and Remedies Code.
- Take legal action to persuade and compel owners and residents to comply with laws and regulations that impact the quality of life within THE DISTRICTS.
- Speak to community organizations and law enforcement in THE DISTRICTS regarding the law and public safety issues.
- Address violations of state laws, County regulations and Ordinances relating to health, safety and welfare in THE DISTRICTS.
- Attend hearings, trials and courtroom proceedings that relate to civil action against properties in THE DISTRICTS.
- Visit properties and locations in THE DISTRICTS where violations of the law are suspected and/or reported.
- Meet with property owners in THE DISTRICTS to address complaints and crime that impact the quality of life within THE DISTRICTS.
- Attend Continuing Legal Education and training related to nuisance abatement and public safety issues that affect THE DISTRICTS.

THE COUNTY ATTORNEY will also coordinate and facilitate interaction and efforts with appropriate law enforcement agencies, to include the Harris County District Attorney, the Harris County Sheriff, Harris County Constables, municipal law enforcement agencies, state agencies, and other counties as appropriate and required.

THE COUNTY ATTORNEY will be guided by the enforcement priorities communicated from THE DISTRICTS. THE DISTRICTS will designate one or more individuals to communicate with the assigned COUNTY ATTORNEY personnel and to coordinate the activities of such personnel and THE DISTRICTS. The designees of THE DISTRICTS will endeavor to provide substantially equal coverage of each of the individual districts with regard to services provided under this Agreement.

LITIGATION EXPENSES

THE DISTRICTS shall pay HARRIS COUNTY the actual and reasonable litigation expenses incurred on litigation involving property in THE DISTRICT. The following categories are examples: expert fees; mediation fees; costs to serve defendants with process/citation; attorney ad litem fees for defendants served by publication; court costs; deposition costs; postage. Any single expense in excess of \$1,000.00 must be approved by the designee of THE DISTRICTS before THE DISTRICTS is obligated. THE COUNTY ATTORNEY will provide THE DISTRICTS with quarterly reports on expenses incurred and contemplated.

CONSIDERATION FOR SERVICES

THE DISTRICTS shall pay HARRIS COUNTY the amount of \$182,500 for personnel costs, and THE DISTRICTS shall make payments which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

\$16,083	March 1, 2015
\$16,083	April 1, 2015
\$16,083	May 1, 2015
\$16,083	June 1, 2015
\$16,083	July 1, 2015
\$16,083	August 1, 2015
\$16,083	September 1, 2015
\$16,083	October 1, 2015
\$16,083	November 1, 2015
\$16,083	December 1, 2015
\$16,083	January 1, 2016
\$16,087	February 1, 2016

The monthly installment, are due and payable before 10:00 A.M. at the office of the County Treasurer, 1001 Preston Avenue, Suite 652, Houston, Texas 77002.

If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated.

HOBBY AREA MANAGEMENT DISTRICT
(HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 9)
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

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

8. Receive an update and discuss a Memorandum of Understanding by and between the Hobby Area District and Scenic Houston for the funding and maintenance of streetscapes on Broadway Boulevard.

Memorandum of Understanding Update

The second memorandum of understanding between Scenic Houston and HAMD continues to be under aggressive discussion with the intent to bring the document to the Board for approval in April.

More specifically, Scenic Houston, HAMD staff and Clark Condon Associates have been in close coordination to align design and construction schedules against a realistic funding timeline. This critical step in the process addresses the reality of making physical improvements to a corridor through fundraising, the large majority of which depends upon foundations and private corporation funds. The attached spreadsheet aligns highlights design and construction costs and necessary resources quarterly through completion of the project and initiation of maintenance. All project estimates assume a notice to proceed for design work beginning in late May or early June – which represents the latest estimated time that design work can commence and still anticipate completion by Super Bowl LI.

In correspondence, Clark Condon Associates is also amending the design contract to allow design improvements to be completed in stages as funding becomes available. While all parties expect the project to be fully funded and to be completed on time, the parties have recognized the fact that a possibility exists for that funds are not available in the timely manner that is expected. The measure is a project management safeguard. Therefore, if Scenic Houston is only able to raise \$5 million of the estimated \$7.5 million needed to complete the project, then specific improvements (such as landscaping and installation of trees) will be made while others will be completed as other funds become available.

Fundraising efforts and the cost schedule have been designed to allow HAMD and CCA to be compensated before funds are allocated to construction. HAMD is scheduled to be compensated within current fiscal year.

Cash Flow Projection - DRAFT

Broadway Project

February 2015 thru January 2017

Presented to Harris County Improvement District No. 9

Board Meeting - March 5, 2015

	Requested Amounts	% of Total	Quarterly								Beyond Jan 2017	
			2015				2016					2017
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec		Jan
Beginning Cash Balance			0	127,408	706,534	1,150,209	1,042,528	663,511	356,173	(23,719)	(786,509)	(790,509)
Contributions												
Foundations	3,160,000	100%	60,000	250,000	-	850,000	-	425,000	-	600,000	-	975,000
Corporations	2,553,566	100%	20,000	400,000	575,000	-	270,000	625,000	643,566	-	-	20,000
Non-Profits	1,750,000	100%	-	-	125,000	-	800,000	-	325,000	500,000	-	-
Scenic Houston Board Members	63,000	100%	63,000	-	-	-	-	-	-	-	-	-
Total Contributions	7,526,566	100%	143,000	650,000	700,000	850,000	1,070,000	1,050,000	968,566	1,100,000	-	995,000
Expense task or project												
Softscape (landscape and soil)	2,359,398	100%	-	-	-	-	464,848	464,850	464,850	964,850	-	-
Hardscape (paths, curbs, crosswalks, pavers)	1,614,715	100%	-	-	-	-	403,679	403,679	403,679	403,679	-	-
Lighting, Electrical, Site Furniture & Amenities	1,236,855	96%	-	-	-	135,000	225,464	275,464	275,464	275,464	-	-
Street Enhancements and retrofitting	500,000	110%	-	-	-	550,000	-	-	-	-	-	-
Professional Design Costs	499,500	100%	-	-	180,000	180,000	139,500	-	-	-	-	-
Site Prep and Demolition (tree protection)	395,428	100%	-	-	-	-	98,857	98,857	98,857	98,857	-	-
Project Management and Administration	820,670	100%	15,592	70,874	76,326	92,681	116,669	114,488	105,609	119,940	-	108,491
Initial Maintenance (2 years)	100,000	100%	-	-	-	-	-	-	-	-	4,000	96,000
Total Expenses	7,526,566	100%	15,592	70,874	256,326	957,681	1,449,016	1,357,338	1,348,458	1,862,790	4,000	204,491
Ending Cash Balance			127,408	706,534	1,150,209	1,042,528	663,511	356,173	(23,719)	(786,509)	(790,509)	-

Project Timeline

- Construction design and documentation
- Construction bid
- Construction let
- Project execution



HOBBY AREA MANAGEMENT DISTRICT
(HARRIS COUNTY IMPROVEMENT DISTRICT NUMBER 9)
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

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

9. Consider a FY 2015 annual operation District budget.

Hobby Area Management District
Statement of Sources & Uses - Budget vs Actual
 January through December 2014

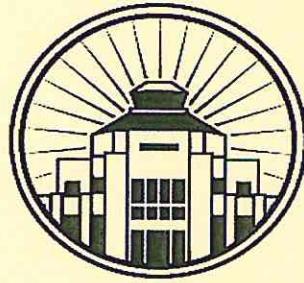
	FY 2015 Proposed Budget
SOURCES OF FUNDS	
District Assessments	1,475,516
Penalty & Interest Revenue	20,000
Overpayments	14,000
Assessment Refunds	-24,000
Street Light Reimbursement	134,678
Grants and Donations	40,000
Interest Revenue	300
Total SOURCES OF FUNDS	1,660,494
TOTAL SOURCES	1,660,494
USES OF FUNDS	
Public Safety	
Contract Public Safety	202,180
Apartment Life Initiatives	25,000
Mobile Cameras	28,800
Street Light Outage Survey	2,100
Graffiti Abatement	33,500
Total Public Safety	291,580
Mobility, Environ, Urban Design	
Porter Service	52,500
Total Mobility, Environ, Urban Design	52,500
Business & Economic Development	
Economic Development Programs	162,000
Events, Festivals, Comm. Proj.	37,000
Creative ED Support	71,700
Marketing Mtls & Promo Items	28,000
Total Business & Economic Development	298,700

Hobby Area Management District
Statement of Sources & Uses - Budget vs Actual
 January through December 2014

	FY 2015 Proposed Budget
Administration	
Exec & Board Support Services	
Administration & Management	111,504
Meeting Expense	5,000
Reimbursable Expenses	8,000
Postage	100
Office Supplies	1,400
Public Notices, Advertising	1,200
Total Exec & Board Support Services	127,204
Legal Services	30,000
Audit Services	3,000
Bookkeeping	7,200
Assessment Billing	22,500
Assessment Database Mgmt.	3,600
Office Equipment	3,000
Insurance	1,500
Other	700
Total Administration	198,704
Community Development Fund	
Hobby Fest	
Committee Support and Supplies	4,000
Marketing and Promotional Items	16,000
Creative Services	5,000
Other Community Projects	15,000
Total Community Development Fund	40,000
Capital Projects	
Fund Reserve for District Office	50,000
Broadway Blvd. Hardscape	557,432
Livable Centers Grant Match	53,750
CIP/Project Manager	48,600
Total Capital Projects	709,782
Total USES OF FUNDS	1,591,266
NET SOURCES VS USES	69,228
Cash on Hand Beginning of Year	428,278

Hobby Area Management District
Statement of Sources & Uses - Budget vs Actual
January through December 2014

	<u>FY 2015</u>
	<u>Proposed</u>
	<u>Budget</u>
TOTAL PLANNED RESERVES	<u>497,505</u>



HOBBY AREA DISTRICT

FOR YOUR
INFORMATION

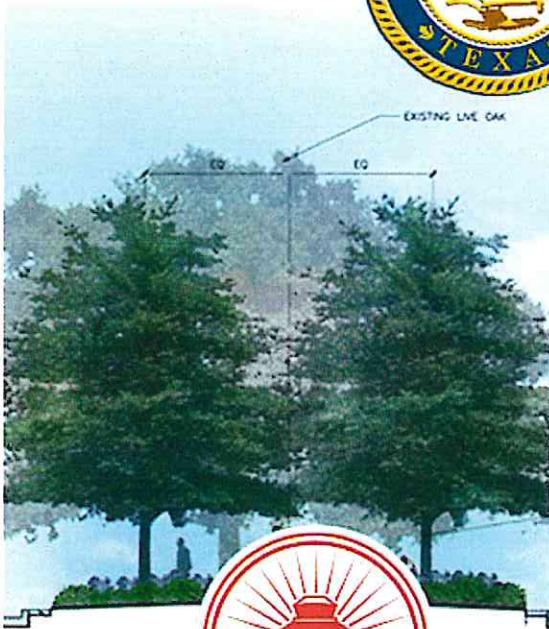


ROBERT GALLEGOS
HOUSTON COUNCIL MEMBER
DISTRICT I

Stakeholders

MEETING

MARCH 9, 2015
6:00PM – 8:30PM
HOBBY DOUBLE TREE
8181 AIRPORT BLVD.
HOUSTON 77061



HOBBY AREA DISTRICT

WITH 6PM RECEPTION FOR
MS. JO ANN LEMON
FORMER HOBBY AREA BOARD MEMBER

Please Join Us to Learn About:

BROADWAY BLVD. REVITALIZATION PROJECT

update by Chairman Danny Perkins / Scenic Houston representative

GULFGATE REINVESTMENT ZONE INFORMATION & VISION

by Sonny Garza / David Hawes

BOTANIC GARDEN INFORMATION & VISION *by Jeff Ross*

SIMS BAYOU HIKE & BIKE TRAIL PROJECT *update by Roksan Okan-Vick*

See what we're doing at:

HAdistrict.org | facebook.com/HAdistrict | @HAdistrict