

HOBBY AREA MANAGEMENT DISTRICT



HOBBY AREA DISTRICT

Agenda and Agenda Materials
Meeting of the Board of Directors

February 12, 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, February 12, 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 January 8, 2015.
4. Receive update on fundraising efforts from Scenic Houston.
5. Receive Bookkeeper's Report and approve invoices for payment.
6. Accept bookkeeper/investment officer's annual disclosure under the Public Funds Investment Act.
7. Approve Resolution Regarding Annual Review of Investment Policy and List of Qualified Broker/Dealers.
8. Consider resolution, application, certificate of formation and bylaws pertaining to the creation of the Hobby Area Improvement Corporation.
9. Consider Broadway Blvd. Funding Agreement by and between the City of Houston and Hobby Area Management District.
10. Consider mobile security camera contract with S.E.A.L. Security.
11. Consider FY 2015 Annual Operating District Budget.
12. Receive Executive Director's monthly report on actions/initiatives in support of the District's Service Plan.
13. Adjourn.



Executive Director

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

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 January 8, 2015.

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

January 8, 2015

DETERMINE QUORUM; CALL TO ORDER.

The Board of Directors of the Hobby Area Management District held a regular meeting on Thursday, January 8, 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 Szilagyi and De Haven, thus constituting a quorum. Also present were David Hawes, Susan Hill, Josh Hawes, 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 Councilman Robert Gallegos, District I; Daniel Santamaria, Deputy Chief of Staff, District I; and Randy Pennington, business owner. Chairman Perkins called the meeting to order at 1:05 p.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

APPROVE MINUTES OF MEETING HELD DECEMBER 11, 2014.

Upon a motion duly made by Director Cardenas, and being seconded by Director Bailey, the Board voted unanimously to approve the Minutes of the December 1, 2014, Board meeting, as presented.

RECEIVE BOOKKEEPER'S REPORT AND APPROVE INVOICES FOR PAYMENT.

Mr. Roland presented the Bookkeeper's Report and went over invoices, included in the Board agenda materials, and answered questions. Mr. Hawes requested Mr. Roland provide an end-of-year statement once the bank statement was received. Upon a motion duly made by Director Bonsall, and being seconded by Director Collum, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

RECEIVE AND CONSIDER PROPOSALS TO PREPARE END-OF-YEAR FINANCIAL REPORTS.

The board reviewed the two proposals received back from requests for qualifications and estimates of costs for preparation of the District's end-of-year financial reports. Upon a motion duly made by Director Cardenas, and being seconded by Director Miller, the Board voted unanimously to accept the proposal received from Roland Fry & Warren, LLC to prepare the District's end-of-year financial reports.

RECEIVE AND CONSIDER PROPOSALS FOR DISTRICT'S ANNUAL AUDIT REPORT.

Ms. Hill distributed the proposal received from Belt Harris Pechacek, LLP. The Board reviewed all three proposals and discussed. Upon a motion duly made by Director Miller, and being seconded by

Director Bonsall, the Board voted unanimously to accept the proposal from Belt Harris Pechacek, LLP on the condition that the price quoted in the proposal is firm.

CONSIDER BRADWAY BLVD. MAINTENANCE AGREEMENT BETWEEN THE DISTRICT AND CITY OF HOUSTON FOR ENHANCED NON TYPICAL INFRASTRUCTURE.

The Board reviewed and discussed the Maintenance Agreement, included in the Board agenda materials. Upon a motion duly made by Director Cardenas, and being seconded by Director Miller, the Board voted unanimously to approve the Maintenance Agreement between the District and City of Houston for enhanced non typical infrastructure, as presented.

CONSIDER BROADWAY BLVD. FUNDING AGREEMENT BETWEEN THE DISTRICT AND CITY OF HOUSTON FOR ENHANCED NON TYPICAL INFRASTRUCTURE.

Mr. Hawes reviewed the Agreement, included in the Board agenda materials, and answered questions. There was general discussion regarding the Agreement. Upon a motion duly made by Director Cardenas, and being seconded by Director Miller, the Board voted unanimously to approve the Agreement subject to the amount to reflect not to exceed \$500,000, and authorize the Board Chairman to execute the Agreement with the reflected change. Mr. Hawes will meet with City staff regarding the requested change to amount, and if anything else changes will bring back to Board for approval.

CONSIDER BROADWAY BLVD./HOBBY CORRIDOR AGREEMENT BETWEEN THE DISTRICT AND SCENIC HOUSTON.

The Board reviewed and discussed the Agreement between the District and Scenic Houston, included in the Board agenda materials. Upon a motion duly made by Director Collum, and being seconded by Director Zachary, the Board voted unanimously to approve the Agreement between the District and Scenic Houston regarding the Broadway/Hobby Corridor Redevelopment Project, as presented.

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

Mr. Lord reviewed the documents, including in the Board agenda materials, and answered questions. Director Cardenas pointed out some issues in the documents that needed clarification. Director Cardenas, Chairman Perkins and Mr. Lord will work on the issues and bring back to the Board. No action from the Board was taken.

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

Councilman Gallegos updated the Board regarding the TIRZ expansion. He discussed the plan for the Botanic Garden at Glenbrook.

Mr. Hawes discussed the Gulfgate TIRZ expansion. He reported HGAC wants to provide more dollars for the Livable Centers Grant than was requested in the District's application. He reported they were looking at granting \$215,000, and it would be on HGAC's agenda this month. Mr. Lord provided information on how the grant works. There was general discussion regarding Hobby Fest, and State of District functions.

Mr. Pennington had several questions he directed to the Board. Mr. Hawes requested Mr. Pennington to send him his questions and that he would provide him with the information.

ADJOURN.

There being no further business to come before the Board, Chairman Perkins adjourned the meeting at 2:15 p.m.

Secretary



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

HOBBY AREA MANAGEMENT DISTRICT

MONTHLY FINANCIAL REPORT

OCTOBER 2014

Hobby Area Management District
Balance Sheet
As of October 2014

	Oct 31, 14
ASSETS	
Current Assets	
Checking/Savings	
Amegy Bank	36,819.50
Wells Fargo Bank	339,634.06
Plains State Bank	245,000.00
TexSTAR	280,050.93
Total Checking/Savings	901,504.49
Other Current Assets	
Assessment Receivable	24,539.58
Federal Tax Withheld	19.76
Total Other Current Assets	24,559.34
Total Current Assets	926,063.83
TOTAL ASSETS	926,063.83
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	228,594.42
Total Accounts Payable	228,594.42
Other Current Liabilities	
Assessment Refunds Payable	1,510.52
Deferred Assessment Revenue	299,873.03
Total Other Current Liabilities	301,383.55
Total Current Liabilities	529,977.97
Total Liabilities	529,977.97
Equity	
Retained Earnings	(17.64)
Net Income	396,103.50
Total Equity	396,085.86
TOTAL LIABILITIES & EQUITY	926,063.83

Hobby Area Management District
Statement of Sources & Uses - Budget vs Actual
October 2014

	<u>Oct 14</u>	<u>Budget</u>	<u>Jan - Oct 14</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
SOURCES OF FUNDS					
District Assessments	115,608.07	108,333.33	1,165,815.02	1,083,333.30	1,300,000.00
Penalty & Interest Revenue	1,005.04	2,000.00	16,894.63	20,000.00	24,000.00
Overpayments	0.00	2,666.67	12,922.82	26,666.70	32,000.00
Assessment Refunds	-3,694.17	-2,666.67	-20,097.60	-26,666.70	-32,000.00
Street Light Reimbursement	0.00	11,223.17	0.00	112,231.66	134,678.00
Interest Revenue	3.40	4.17	258.02	41.70	50.00
Total SOURCES OF FUNDS	<u>112,922.34</u>	<u>121,560.67</u>	<u>1,175,792.89</u>	<u>1,215,606.66</u>	<u>1,458,728.00</u>
USES OF FUNDS					
Public Safety					
Contract Public Safety	14,229.00	16,848.33	126,636.75	168,483.30	202,180.00
Apartment Life Initiatives	1,586.50	2,083.33	9,272.00	20,833.30	25,000.00
Mobile Cameras	0.00	2,400.00	0.00	24,000.00	28,800.00
Street Light Outage Survey	0.00	175.00	1,050.00	1,750.00	2,100.00
Graffiti Abatement	3,200.00	2,791.67	22,240.00	27,916.70	33,500.00
Total Public Safety	<u>19,015.50</u>	<u>24,298.33</u>	<u>159,198.75</u>	<u>242,983.30</u>	<u>291,580.00</u>
Mobility, Environ, Urban Design					
Porter Service	5,416.67	4,375.00	10,833.34	43,750.00	52,500.00
Total Mobility, Environ, Urban Design	<u>5,416.67</u>	<u>4,375.00</u>	<u>10,833.34</u>	<u>43,750.00</u>	<u>52,500.00</u>
Business & Economic Development					
Economic Developmt Programs	199.50	8,583.33	14,878.13	85,833.30	103,000.00
Events, Festivals, Comm. Proj.	0.00	3,083.33	0.00	30,833.30	37,000.00
Creative ED Support	6,865.00	3,875.00	33,666.50	38,750.00	46,500.00
Marketing Mtls & Promo Items	0.00	1,125.00	1,147.40	11,250.00	13,500.00
Total Business & Economic Development	<u>7,064.50</u>	<u>16,666.66</u>	<u>49,692.03</u>	<u>166,666.60</u>	<u>200,000.00</u>
Administration					
Exec & Board Support Services					
Administration & Management	8,843.18	8,833.33	76,059.08	88,333.30	106,000.00
Meeting Expense	661.02	291.67	3,408.66	2,916.70	3,500.00
Reimbursable Expenses	1,384.70	1,200.00	6,858.95	12,000.00	14,400.00
Postage	13.75	75.00	55.93	750.00	900.00
Office Supplies	386.10	158.33	850.15	1,583.30	1,900.00
Public Notices, Advertising	977.00	66.67	1,031.00	666.70	800.00
Total Exec & Board Support Services	<u>12,265.75</u>	<u>10,625.00</u>	<u>88,263.77</u>	<u>106,250.00</u>	<u>127,500.00</u>
Legal Services	6,512.18	800.00	20,719.90	8,000.00	9,600.00
Audit Services	0.00	0.00	0.00	7,500.00	7,500.00
Bookkeeping	600.00	600.00	4,800.00	6,000.00	7,200.00
Assessment Billing	1,999.08	1,875.00	15,992.64	18,750.00	22,500.00
Assessmt Database Mgmt	0.00	300.00	0.00	3,000.00	3,600.00
Office Equipment	0.00	250.00	0.00	2,500.00	3,000.00
Insurance	0.00	333.33	1,230.24	3,333.30	4,000.00
Other	13.00	208.34	600.07	2,083.32	2,500.00
Total Administration	<u>21,390.01</u>	<u>14,991.67</u>	<u>131,606.62</u>	<u>157,416.62</u>	<u>187,400.00</u>
Creation and Start Up	<u>0.00</u>	<u>0.00</u>	<u>108,167.21</u>	<u>108,167.00</u>	<u>108,167.00</u>
Total USES OF FUNDS - General Fund	<u>52,886.68</u>	<u>60,331.66</u>	<u>459,497.95</u>	<u>718,983.52</u>	<u>839,647.00</u>

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

October 2014

	<u>Oct 14</u>	<u>Budget</u>	<u>Jan - Oct 14</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Excess (Deficiency) of Sources over Uses-GF	60,035.66	61,229.01	716,294.94	496,623.14	619,081.00
Capital Projects					
Comprehensive Landscape Plan	0.00	6,625.00	88,612.05	66,250.00	79,500.00
Broadway Corridor Design Development	40,678.70	7,708.34	73,703.70	77,083.32	92,500.00
Broadway Corridor Engineering Enhcmts	32,350.80	4,493.17	36,191.53	44,931.66	53,918.00
LED Decorative Street Lights	0.00	0.00	134,678.00	134,678.00	134,678.00
Total Capital Projects	<u>73,029.50</u>	<u>18,826.51</u>	<u>333,185.28</u>	<u>322,942.98</u>	<u>360,596.00</u>
Total Excess (Deficiency) of Sources over Uses	<u>-12,993.84</u>	<u>42,402.50</u>	<u>383,109.66</u>	<u>173,680.16</u>	<u>258,485.00</u>

**Hobby Area Management District
Bank Account Registers
As of December 11, 2014**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Amegy Bank						16,658.71
Check	11/14/2014	Debit	Amegy Bank	Wire transaction fee	(13.00)	16,645.71
Bill Pmt -Check	11/14/2014	1141	Bracewell & Giuliani LLP	General Counsel	(6,512.18)	10,133.53
Bill Pmt -Check	11/14/2014	1142	Clark Condon Associates	Project # 113-098	(40,678.70)	(30,545.17)
Bill Pmt -Check	11/14/2014	1143	SEAL Security Solutions LLC	Security Patrol	(3,510.00)	(34,055.17)
Bill Pmt -Check	11/14/2014	1144	SMC Logistics	Liter abatement-right-of-way	(5,416.67)	(39,471.84)
Bill Pmt -Check	11/14/2014	1145	Glenbrook United Methodist	Space for Town Hall meeting	(500.00)	(39,971.84)
Transfer	11/14/2014	Trf	Transfer	Transfer from TexSTAR	75,000.00	35,028.16
Check	11/14/2014	Debit	Amegy Bank	Wire transaction fee	(13.00)	35,015.16
Bill Pmt -Check	12/08/2014	1146	Amegy Visa Credit Card	XXXX 0683	(325.09)	34,690.07
Check	12/11/2014	1147	John S. Beeson	Refund: 7701 Monroe Rd	(95.48)	34,594.59
Bill Pmt -Check	12/11/2014	1148	Chris Labod	Website Maintenance	(700.00)	33,894.59
Bill Pmt -Check	12/11/2014	1149	Core Logic Safe Rent	Apartment Life Initiatives	(1,619.50)	32,275.09
Bill Pmt -Check	12/11/2014	1150	Equi-tax Inc.	Assessment Billing	(1,999.08)	30,276.01
Bill Pmt -Check	12/11/2014	1151	Greater East End Mgmt Dist	November	(2,560.00)	27,716.01
Bill Pmt -Check	12/11/2014	1152	Roland Fry & Warren, LLC	November Bookkeeping	(605.39)	27,110.62
Bill Pmt -Check	12/11/2014	1153	SEAL Security Solutions LLC	Security Patrol	(3,753.00)	23,357.62
Bill Pmt -Check	12/11/2014	1154	SMC Logistics	Litter Abatement	(5,766.67)	17,590.95
Bill Pmt -Check	12/11/2014	1155	United Graphics	March 2014 - Hobby Brochure	(107.00)	17,483.95
Bill Pmt -Check	12/11/2014	1156	Hawes Hill Calderon LLC	Management	(10,523.04)	6,960.91
Bill Pmt -Check	12/11/2014	1157	Bracewell & Giuliani LLP	General Counsel	(3,860.95)	3,099.96
Total Amegy Bank					(13,558.75)	3,099.96

**Hobby Area Management District
Bank Account Registers
As of December 11, 2014**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Wells Fargo Bank						139,634.06
Total Wells Fargo Bank					0.00	139,634.06
Plains State Bank						245,000.00
Total Plains State Bank					0.00	245,000.00
TexSTAR-Operating						180,054.33
Transfer	11/13/2014		Transfer to Operating	Transfer to Operating	(75,000.00)	105,054.33
Total TexSTAR-Operating					(75,000.00)	105,054.33
TOTAL					(88,558.75)	492,788.35

Bracewell & Giuliani LLP
ATTORNEYS AT LAW

P. O. Box 848566
Dallas, TX 75284-8566
713 225-2200
TAX ID 74-1024827

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

January 13, 2015
Invoice: 21604609
B/A: 04674

Our Matter #: 069002.000901 For Services Through December 31, 2014
General Counsel

		Hours	Rate/Hr	Amount	
12/01/14	Continue drafting the hearing examiners report; email to J Hawes regarding the attendance list for the hearing	Deborah Russell	1.00	315.00	315.00
12/02/14	Review the attendance list from the hearing on the supplemental roll; implement revisions to the hearing examiners report in connection with same	Deborah Russell	0.25	315.00	78.75
12/03/14	Telephone conference with G Coleman regarding livable centers application	Clark Stockton Lord	1.00	450.00	450.00
12/03/14	Review and finalize the order supplementing the roll and the order levying assessment; discussions with C Lord regarding same; prepare the amendment to information form for 2014	Deborah Russell	0.75	315.00	236.25
12/04/14	Review the order supplementing the roll and the order levying the assessment as requested by D Perkins; prepare email to S Hill transmitting the revised documents	Deborah Russell	0.25	315.00	78.75
12/08/14	Prepare for and attend meeting concerning Livable Centers	Clark Stockton Lord	1.50	450.00	675.00
12/10/14	Prepare for and attend meeting regarding scenic Houston; review and revise agreement	Clark Stockton Lord	1.50	450.00	675.00
12/11/14	Prepare for and attend Board meeting	Clark Stockton Lord	1.50	450.00	675.00
12/15/14	Prepare transmittal letter to the Harris County Clerk to record the amended information form; discussions regarding calculation of the filing fee for same	Deborah Russell	0.25	315.00	78.75

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

Bracewell & Giuliani LLP
ATTORNEYS AT LAW

Page 2

Hobby Area Management District
January 13, 2015
Invoice: 21604609

		Hours	Rate/Hr	Amount	
12/16/14	Review invoice from TSG Reporting for the court reporter and transcript preparation; scan same and prepare email to S Hill for payment	Deborah Russell	0.25	315.00	78.75

Summary of Fees

	Hours	Rate/Hr	Amount
Clark Stockton Lord	5.50	450.00	2,475.00
Deborah Russell	2.75	315.00	866.25
Total	8.25	382.50	3,341.25
Less Discount			(420.75)
Total Fees for Professional Services			\$ 2,920.50

Costs

Filing Fees

	Amount
12/31/14 Filing Fees - County Clerk - Harris Filing fee	28.25
12/31/14 Filing Fees - County Clerk - Harris Filing fee	28.00
Total: Filing Fees	56.25

Postage

12/31/14 Postage 01 010215 04674 POSTAGE Batch 753	2.38
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Reproductions

12/19/14 Reproductions EQUITRAC COPIES 6 pages BATCH 25888 Ho	0.60
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Fees for Professional Services.....\$ 2,920.50

Costs.....59.23

Total Current Billing for this Matter \$ 2,979.73

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



Chris Labod
2502 Deer Forest Dr.
Spring, TX 77373
281.658.0741

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

Invoice

Feb 01, 2015
Invoice # 2015-02-262
Website Maintenance

Item	hrs / qty	rate / price	taxes	subtotal
Website Maintenance	02.00	\$700.00		\$700.00

Subtotal **\$700.00**
Total due by Feb 15, 2015 **\$700.00**

Creative Serv.



CLARK CONDON
ASSOCIATES
LANDSCAPE ARCHITECTURE

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

Date: December 31, 2014
Invoice number: 38847
Project Number: 113-098

Broadway Blvd Airport Corridor

Professional Services for the Period: 12/1/2014 to 12/31/2014

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Sketch Plans for City Engineer	\$7,500.00	100.00	\$7,500.00	\$7,500.00	\$0.00
Design Development	\$85,000.00	100.00	\$85,000.00	\$85,000.00	\$0.00
	\$92,500.00	100.00	\$92,500.00	\$92,500.00	\$0.00

Reimbursables

In-House Printing	\$342.29
Miles	\$5.00
Subtotal:	\$347.85
Expense Fee	\$0.00
Total Reimbursables	\$347.85

TOTAL AMOUNT DUE \$347.85

10401 Stella Link Road Houston, Texas 77025
TEL 713.871.1414 FAX 713.871.0888
www.clarkcondon.com

Activity Summary Report

Date Range: 11/26/2014 to 12/31/2014

Project / Media / Page Size / Cost	Qty	Sq Ft	Total Cost
113-098 - Broadway Blvd Airport Corridor			
B&W Laser -cost each			
8.50x11.00			
Unit Cost	\$0.25	1.00	\$0.25
Color Laser -cost each			
11.00x17.00			
Unit Cost	\$3.00	112.00	\$336.00
8.50x11.00			
Unit Cost	\$2.00	3.00	\$6.00
Total for 113-098 - Broadway Blvd Airport Corridor	116.00	228.00	\$342.25

Make check payable to:
Core Logic Safe Rent
P.O. Box 402453
Atlanta, GA 30384-2453

DATE: Dec 2014
Hobby Area Management District
P.O. Box 22167
Houston, TX 77277

DATE	TYPE	DESCRIPTION	AMOUNT	PAID	REMARKS
12/31/2014	16412	Ashford Communities	262	Yes	262
12/31/2014	16412	Creative Property Management	60	Yes	60
12/31/2014	16412	The Finger Companies	552	Yes	552
12/31/2014	16412	US Residential Corp	58	Yes	58
12/31/2014	16412	Caplan Investment Corp	2170	Yes	2170
12/31/2014	16412	US Residential Group	1066	Yes	1066
12/31/2014	16412	Novo Property Management	24	Yes	24
12/31/2014	16412	Taylor Real Estate Services	21	Yes	21
12/31/2014	16412	Capo San Lucas	65	Yes	65
12/31/2014	16412	Case Grande	23	Yes	23
12/31/2014	16412	Chr Orleans	23	Yes	23
12/31/2014	16412	Kindred Residential	276	Yes	276
12/31/2014	16412	Picerno Development	32	Yes	32
12/31/2014	16412	CPM Real Estate Management	162	Yes	162
12/31/2014	16412	ARC Apartment Management	50	Yes	50
12/31/2014	16412	Willi Serena	29	Yes	29
12/31/2014	16412	CKR Property Management LLC	61	Yes	61
12/31/2014	16412	Olson Real Estate Services	50	Yes	50
12/31/2014	16412	Heritage Gulf Coast Properties	140	Yes	140
12/31/2014	16412	Caplan Investment Corp	41	Yes	41
12/31/2014	16412	Infinitum Property Management	62	Yes	62
12/31/2014	16412	Infinitum Property Management	38	Yes	38
12/31/2014	16412	Leopora Square	278	Yes	278
12/31/2014	16412	Leopora Square	57	Yes	57
12/31/2014	16412	Leopora Square	61	Yes	61
12/31/2014	16412	BC Bedford Square Apt, LLC	200	Yes	200
12/31/2014	16412	Greater Coastal Management Co	200	Yes	200
12/31/2014	16412	Houston Housing Authority	6478	Yes	6478

REMIT THIS STATEMENT WITH PAYMENT

Make check payable to:
Core Logic Safe Rent
P.O. Box 402453
Atlanta, GA 30384-2453

DATE	TYPE	DESCRIPTION	AMOUNT	PAID	REMARKS
12/31/2014	16412	Ashford Communities	262	Yes	262
12/31/2014	16412	Creative Property Management	60	Yes	60
12/31/2014	16412	The Finger Companies	552	Yes	552
12/31/2014	16412	US Residential Corp	58	Yes	58
12/31/2014	16412	Caplan Investment Corp	2170	Yes	2170
12/31/2014	16412	US Residential Group	1066	Yes	1066
12/31/2014	16412	Novo Property Management	24	Yes	24
12/31/2014	16412	Taylor Real Estate Services	21	Yes	21
12/31/2014	16412	Capo San Lucas	65	Yes	65
12/31/2014	16412	Case Grande	23	Yes	23
12/31/2014	16412	Chr Orleans	23	Yes	23
12/31/2014	16412	Kindred Residential	276	Yes	276
12/31/2014	16412	Picerno Development	32	Yes	32
12/31/2014	16412	CPM Real Estate Management	162	Yes	162
12/31/2014	16412	ARC Apartment Management	50	Yes	50
12/31/2014	16412	Willi Serena	29	Yes	29
12/31/2014	16412	CKR Property Management LLC	61	Yes	61
12/31/2014	16412	Olson Real Estate Services	50	Yes	50
12/31/2014	16412	Heritage Gulf Coast Properties	140	Yes	140
12/31/2014	16412	Caplan Investment Corp	41	Yes	41
12/31/2014	16412	Infinitum Property Management	62	Yes	62
12/31/2014	16412	Infinitum Property Management	38	Yes	38
12/31/2014	16412	Leopora Square	278	Yes	278
12/31/2014	16412	Leopora Square	57	Yes	57
12/31/2014	16412	Leopora Square	61	Yes	61
12/31/2014	16412	BC Bedford Square Apt, LLC	200	Yes	200
12/31/2014	16412	Greater Coastal Management Co	200	Yes	200
12/31/2014	16412	Houston Housing Authority	6478	Yes	6478

REMIT THIS STATEMENT WITH PAYMENT

DATE: Jan 2015
Hobby Area Management District
P.O. Box 22167
Houston, TX 77277



hello! you have an invoice from:

Cracked Fox
14715 Carriage Park Dr. Humble, TX 77396
Email: info@CrackedFox.com | 832.654.4612 | www.CrackedFox.com

Date	Invoice No.	Terms
12/19/14	809	
Payments/Credits		Balance Due
50.00		\$1,832.50

Bill To:

Hobby Area District

Item	Description	Quantity	Rate	Amount
marketing	marketing, graphic design and photography, research, meetings and other... for November/December		0.00	0.00
Design	Print and web based designs for Hobbyist Social	2	102.00	202.00
Photography	SMS Speaker Request at Houston Racquet Club for 2017 SuperBowl Planning	4	100.00	400.00
1	Branding, Marketing and Research including logo clarity assurance in usage and recreation of logos used in district print collaterals	0.5	100.00	50.00
2	Editing, proof reading, and checking for website, information/hyppark, inportly	1	100.00	100.00
3	Meetings, Correspondence, Phone Calls, and traveling.	1.5	100.00	150.00
4	Photography: editing, color correction, retouching, cropping etc.) for use in web and print collaterals. Captioning and keywords of galleries for district usage and external search engines. Archiving district images to external harddrives, websites, and DVDs for backup	3.5	100.00	350.00
5	Providing keywords, stock photography, and partner requests and print requests.			
	Social media: Facebook/twitter/pinterest/instagram updates, photojournal, posting, tagging, creation of cover photos. Backup monitoring of feedback, with response and interaction with visitors requests/questions.	2.5	100.00	250.00
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
12/10/14	502	
Payments/Credits		Balance Due
\$0.00		\$1,830.00

Bill To:
 Hobby Area District

Item	Description	Quantity	Rate	Amount
6	Print and Web resolution creation of files in proper formats for distribution to printers, web developers, partners and staff. Other Sales Tax	2.9	100.00	290.00
			0.00%	0.00
			Total	\$1,830.00

Creative Serv.

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	505	
Payments/Credits		Balance Due
\$0.00		\$1,228.00

Bill To:
 Hobby Area District

Item	Description	Quantity	Rate	Amount
Design	Print and web based design for Hobby State of the District save the date flyer	4	100.00	400.00
1	Branding, Marketing and Research including logo quality assurance in usage and recreation of logos used in district print collateral		100.00	100.00
2	Editing, proof reading, and checking for website, information/hyperlink integrity		100.00	100.00
3	Meetings, Correspondence, Phone Calls, and Invitations		100.00	100.00
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. Archive district images to external harddrives, website, and DVDs for backup	2.3	100.00	230.00
5	Providing scanning, stock photography, and partner requests and print requests. Social media: Facebook/Twitter/LinkedIn/Instagram updates, photographs, posting, tagging, creation of cover photos. Backup monitoring of Facebook, with response and interaction with visitors requests/questions.	1.9	100.00	190.00
			Total	\$1,228.00

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	505	
Payments/Credits		Balance Due
\$0.00		\$1,220.00

Bill To:
 Hobby Area District

Item	Description	Quantity	Rate	Amount
6	Print and Web resolution creation of files in proper formats for distribution to printers, web developers, partners and staff. Other Sales Tax		100.00	100.00
			0.00%	0.00
			Total	\$1,220.00

Creative Serv.

Thank you for your business

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
2/1/2015	47650

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

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

Total \$2,258.00



Greater East End Management District
 P.O. Box 230099
 Houston, TX 77223-0099
 713-978-9916
 eqp102@greatereastend.com

Invoice

Date	Invoice No.
01/31/2015	23-11
Terms	Due Date
Net 30	02/28/2015

Nathalyne A. Kennedy & Associates

Chief & Structural Consulting Engineers
 Regency Square Tower
 6500 Savoy Drive, Suite 1200
 Houston, Texas 77056
 713/988-0143 713/988-0121 (fax)

January 15, 2015

Mr. David Hawes
 Executive Director
 Hobby Area District
 P.O. Box 22167
 Houston, TX 77227-2167

Bill To
 David Hawes
 Hobby Area Management District
 P.O. Box 22167
 Houston, Texas 77227-2167

Amount Due	Estimated
\$1,560.00	

Date	Service	Activity	Quantity	Rate	Amount
01/09/2015	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 17	8	80.00	640.00
01/13/2015	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 5	4	80.00	320.00
01/15/2015	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 8	4	80.00	320.00
01/20/2015	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 10	8	80.00	640.00
01/29/2015	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 15	8	80.00	640.00
Total Sites Abated: 55				Total	\$1,560.00

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

Invoice Number 3

For ENGINEERING SERVICES rendered on the Reference Project in the period from December 1, 2014 thru December 31, 2014.

Water and Sanitary Sewer Design

Total Fee	\$ 53,918.00
Percent Complete	100.0%
Total Fee Billed	\$ 53,918.00
Less Previous Invoices/Payments	\$ 31,222.10
Current Invoice Amount	\$ 2,695.90

Construction Phase Services

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

TOTAL AMOUNT DUE THIS INVOICE \$ 2,695.90

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

BY
 Louis Gilbert
 Controller

<https://connect.intuit.com/portal/lib/pdfTron/1.7.1/html5/ReaderControl.html>

2/5/2015

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

INVOICE	IVC00024348
Type	
Date	12/30/2014
Page	1

Bill to:

Harris County ID #8 (Hobby Area Management District)
 c/o 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) 340-9199

2/6/2015

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

For Professional Services Rendered:

Bookkeeping services provided during January 2015 for the month of December 2014	600.00
One Lone Star Delivery	10.13
Mileage	41.40
Total	\$651.53

Description	Ext. Price
Professional Services rendered in the collection of delinquent taxes, penalties and interest for December 2014.	\$1,272.41
Total	\$1,272.41



13107 Texas Ave
Houston, TX 77047

Phone # 832-613-3151 info@smclogistics.com

Invoice #

Date	Invoice #
1/9/2015	449

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

P.O. No.	Terms	Project

Item	Description	Amount	Rate
Hobby Liter Abatement	Liter abatement of right-of-way for Hobby Area Management District December 2014 Liter Abatement Services	5,416.67	5,416.67
Total		\$5,416.67	

We appreciate your prompt payment.

Total \$5,416.67

smclogistics.com

SEAL Security Solutions LLC

1525 Blalock Road
Houston, TX 77080-7318

Invoice

Date	Invoice #
2/2/2015	25646

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 Patrol Period 01/26/2015 through 02/01/2015 Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date. This invoice is Monday through Sunday inclusive.	93	27.00	2,511.00
Total			\$2,511.00

Sales Tax (8.25%) \$0.00

Thank you for allowing us to earn your business.

Total \$2,511.00

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** 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.	15	40.50	607.50
Total			\$3,064.50

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 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.	80	27.00	2,160.00
Total			\$2,160.00

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

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

Invoice

Date	Invoice #
1/26/2015	25557

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

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	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%)			50.00
Total			52,727.00

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%)			50.00
Total			52,619.00

Thank you for allowing us to earn your business.

Thank you for allowing us to earn your business.



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

HARRIS COUNTY IMP DIST 9
DATE: 01/22/2015
TAX YEAR: 2014
OWNER NAME: WINDEMERE STREET PROPERTIES LL CHECK NO.: 501000714
ACCOUNT NUMBER: 91/028/293/000/0005 DATE OF PAYMENT: 01/22/2015
PAID BY: 970693
LEGAL DESCRIPTION
ALAMO TITLE COMPANY
1800 BERING SUITE 150
HOUSTON TX 77057
LTS 2 3 & 4 & 5 BLK 21
PARK PLACE
4137 DOVER ST 32

NOTICE OF OVERPAYMENT OF TAX

DISTRICT NAME HARRIS COUNTY IMP DIST 9 OVERPAYMENT AMOUNT \$72.15

REASON: paid February amount

AMOUNT OF CHECK: \$1,102.86 CHECK NO: 501000714
AMOUNT APPLIED: \$1,030.71 Ref No.: ED FEB 14045376
DIFFERENCE: \$72.15
COMPLETED BY: [Signature] DATE: 1-22

Make refund payable to: _____

Address: _____

City: _____ State: _____ Zip: _____

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



Equi-Tax Inc.
Ad Valorem Tax Assessors / Collectors

www.equitaxinc.com

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P. O. Box 73109, Houston, Texas 77273
Customer Service 281.444.3946 fax 281.440.8304

COPY

HARRIS COUNTY IMP DIST 9
DATE: 01/09/2015
TAX YEAR: 2014
OWNER NAME: G H REID ENTERPRISES LLC CHECK NO.: 7076
ACCOUNT NUMBER: 91/064/061/001/0001 DATE OF PAYMENT: 01/09/2015
PAID BY: 671041
LEGAL DESCRIPTION
CAPITAL TITLE OF TEXAS LLC
9318 LOUETTA RD STE 100
SPRING TX 77379
LTS 1 & 2 BLK 1
FAIRLAWN PLACE
6300 DIXIE DR

NOTICE OF OVERPAYMENT OF TAX

DISTRICT NAME HARRIS COUNTY IMP DIST 9 OVERPAYMENT AMOUNT \$64.19

REASON: Overpayment

AMOUNT OF CHECK: \$268.51 CHECK NO: 7076
AMOUNT APPLIED: \$204.32 Ref No.: 14202353
DIFFERENCE: \$64.19
COMPLETED BY: [Signature] DATE: 1-9

Make refund payable to: _____

Address: _____

City: _____ State: _____ Zip: _____

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



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: 01/06/2015
LEGAL DESCRIPTION
CENTER AMERICA PROPERTY
c/o Popp Hutcheson PLLC
1301 S. MoPac Expressway, Ste 430
Austin, TX 78746
RES A BLK 1
ORANGE GROVE SHOPPING CENTER
10225 ALMEDA GENOA RD

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/125/493/001/0001 DATE PROCESSED: 01/06/2015
TAX YEAR: 2013 RECEIPT NUMBER: 91131394
REF No.: 0886748 DEPOSIT BATCH No.: RP150106

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>CAUSE 2013-54437</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 \$1,578.45.

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.



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: 01/13/2015
LEGAL DESCRIPTION
CND VILLAGE GREEN LP
PO BOX 741739
HOUSTON TX 77274-1739
TR 188
ABST 27 J R HARRIS
7550 DROUET ST 117

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/040/239/000/0067 DATE PROCESSED: 01/13/2015
TAX YEAR: 2013 RECEIPT NUMBER: 91130310
REF No.: 0886801 DEPOSIT BATCH No.: RF150113

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>CAUSE 2013-55008</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 \$159.78.

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.



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: 01/06/2015

LEGAL DESCRIPTION

Conn's Appliances and CAJ, LP
c/o Wilson & Franco
11000 Richmond Ave, Suite 350
Houston, Texas 77042

RESERVE B
TR 1A-1 BLK A
HALES
EDGEBROOK DEVELOPMENT PHASE 1
10900 GULF FWY

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/104/827/000/0001
TAX YEAR: 2013
REF No.: 0886746

DATE PROCESSED: 01/06/2015
RECEIPT NUMBER: 91131297
DEPOSIT BATCH No.: RP150106

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>cause 2013-55899</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 \$290.60.

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.



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: 01/06/2015

LEGAL DESCRIPTION

DERCOLE STEPHEN
116 CANAL DR
FRIENDSWOOD TX 77546-6120

TR 4A E 1/2 OF LT 4 BLK 5
DEXIE ACRES

6824 LINDBERGH ST

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/062/031/005/0004
TAX YEAR: 2013
REF No.: 0886744

DATE PROCESSED: 01/06/2015
RECEIPT NUMBER: 91130671
DEPOSIT BATCH No.: RP150106

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>cause 2013-109737</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 \$34.74.

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.



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

HARRIS COUNTY IMP DIST 9
DATE: 01/22/2015
TAX YEAR: 2013

OVERPAYMENT: \$25.32
DEPOSIT BATCH NO.: 91B15122
RECEIPT NUMBER: 91130723

OWNER NAME: HUTTON HOWARD L

CHECK NO.:

ACCOUNT NUMBER: 91/063/033/022/0022

DATE OF PAYMENT: 01/22/2015

PAID BY:

LEGAL DESCRIPTION

HUTTON HOWARD L
3202 LUELLA AVE
DEER PARK TX 77536-5218

LTS 22 & 23 BLK 22
EASTHAVEN
8825 DEXTER ST

NOTICE OF OVERPAYMENT OF TAX

DISTRICT NAME
HARRIS COUNTY IMP DIST 9

OVERPAYMENT AMOUNT
\$25.32

REASON: overpayment

AMOUNT OF CHECK: \$326.00 CHECK NO:
AMOUNT APPLIED: \$300.68 Ref No.: I-ECHK-218901540
DIFFERENCE: \$25.32
COMPLETED BY: [Signature] DATE: 1-22

Make refund payable to: _____

Address: _____

City: _____ State: _____ Zip: _____

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



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: 01/09/2015

LEGAL DESCRIPTION

REYNOLDS TONY REX & JANICE
2016 MAIN ST APT 1814
HOUSTON TX 77002-8895

TR 62B
SOUTH HOUSTON GARDENS SEC 6
8681 SCRANTON AVE

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/034/203/002/0192
TAX YEAR: 2013
REF No.: 0886783

DATE PROCESSED: 01/09/2015
RECEIPT NUMBER: 91130184
DEPOSIT BATCH No.: RP150109

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>cause 2013-14213</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 \$64.68.

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.



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: 01/06/2015

LEGAL DESCRIPTION

TRIANGLE SHOPPING CTR LP
5004 CEDAR ST
BELLAIRE TX 77401-4009

LTS 1 THRU 6 BLK 22
SANTA ROSA SEC 5

6115 TELEPHONE RD

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/070/072/028/0001
TAX YEAR: 2013
REF No.: 0886745

DATE PROCESSED: 01/06/2015
RECEIPT NUMBER: 91130993
DEPOSIT BATCH No.: RP150106

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>CAUSE 2013-55906</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 \$300.00.

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.



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: 01/06/2015

LEGAL DESCRIPTION

W2007 EQUITY INNS REALTY LP
6011 CONNECTION DR
IRVING TX 75039-2607

RBS A BLK 1
SOUTH HOUSTON SHONEYS CENTER

7922 MOSLEY RD 122

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/118/450/001/0001
TAX YEAR: 2013
REF No.: 0886747

DATE PROCESSED: 01/06/2015
RECEIPT NUMBER: 91131337
DEPOSIT BATCH No.: RP150106

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>CAUSE 2013-53976</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 \$1,390.50.

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.



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: 01/09/2015

LEGAL DESCRIPTION

WODAN R E INC
PO BOX 1163
BAYTOWN TX 77522-1163

LT 170
SOUTH HOUSTON GARDENS SEC 6

8501 MOSLEY RD

HARRIS COUNTY IMP DIST 9

ACCOUNT NUMBER: 91/034/203/003/0170
TAX YEAR: 2013
REF No.: 0886784

DATE PROCESSED: 01/09/2015
RECEIPT NUMBER: 91130199
DEPOSIT BATCH No.: RP150109

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 type="checkbox"/> Rendition Penalty Waived |
| <input type="checkbox"/> Over 65 | <input checked="" type="checkbox"/> Other: <u>CAUSE 2013-69745</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 \$233.00.

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.

Greater East End Management District



Greater East End Management District
 P.O. Box 230099
 Houston, TX 77223-0099
 713-528-9916
 ee@geemad@greatereastend.com

Invoice

Date	Invoice No.
12/11/2014	73-10
Term	Due Date
Net 30	01/31/2015

Bill To
 David Humes
 Hobby Area Management District
 P.O. Box 22367
 Houston, Texas 77227-2167

Amount Due	Received
\$3,200.00	

Please check my service and amount with your payment.

Date	Service	Activity	Quantity	Rate	Amount
12/02/2014	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 11	8	80.00	640.00
12/09/2014	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 15	8	80.00	640.00
12/16/2014	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 9	8	80.00	640.00
12/22/2014	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 20	8	80.00	640.00
12/29/2014	Graffiti Abatement	Constituent visits, waiver collection, follow-up visits, graffiti identification, reporting, and graffiti abatement. Sites Abated: 13	8	80.00	640.00
Total Sites Abated: 70				Total	\$3,200.00

SEAL Security Solutions LLC

1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
12/15/2014	25186

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 Patrol Period 12/08/2014 through 12/14/2014 Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date. This invoice is Monday through Sunday inclusive.	99	27.00	2,673.00
Sales Tax (8.25%)			\$0.00
Total			\$2,673.00

Thank you for allowing us to earn your business.

SEAL Security Solutions LLC

1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
12/22/2014	25242

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 Patrol Period 12/15/2014 through 12/21/2014 Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date. This invoice is Monday through Sunday inclusive.	157	27.00	4,239.00
Sales Tax (8.25%)			\$0.00
Total			\$4,239.00

Thank you for allowing us to earn your business.

SEAL Security Solutions LLC

1525 Blalock Road
 Houston, TX 77080-7318

Invoice

Date	Invoice #
12/29/2014	25293

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 Patrol Period 12/22/2014 through 12/28/2014 Patrols are billed every Monday for the hours patrolled the week preceding the above invoice date. This invoice is Monday through Sunday inclusive.	70	27.00	1,890.00
Sales Tax (8.25%)			\$0.00
Total			\$1,890.00

Thank you for allowing us to earn your business.

smc
Logistics

13107 James Ln.
Houston, TX 77427

Phone # 832-613-9155 info@smclogistics.com

Invoice

Invoice #	Invoice #
1/5/2015	443

2807 E.
Hobby Area Management District
Josh Hayes
PO Box 22167
Houston, TX 77227

Invoice #	Description	Rate	Quantity	Amount
10	Survey of burned out street lights December 2014	35.00	145	330.00
We appreciate your prompt payment.				Total \$330.00

AmegyBank
of Texas

CONTROL ACCOUNT
HOBBY AREA MD
Account Number
XXXX XXXX 0683

VISA

ACCOUNT SUMMARY

Account Number	XXXX XXXX 0683	Previous Balance	\$19.66
Credit Limit	\$10,000.00	Payments	\$19.66
Available Credit	\$9,858.00	Credits	\$0.00
Statement Closing Date	January 22, 2015	Payments	\$122.27
Payment Due Date	February 11, 2015	Other Charges	\$19.66
Amount Paid Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$49.00	Finance Charges	\$0.00
Days in Billing Cycle	31	New Balance	\$141.27

YOUR 0% INTRO APR ON PURCHASES EXPIRES ON 03/29/15. UPON EXPIRATION FOR ANY OUTSTANDING BALANCES THE NEW VARIABLE APR WILL BE 9.750% AND MAY CHANGE BASED ON PRIME RATE.

TOTAL FINANCE CHARGE PAID IN 2014 \$0.00

TRANSACTIONS

Date	Post Date	Reference Number	Transaction Description	Amount
01/22	01/22		LATE FEE	\$19.66
01/16	01/16	74768000GX21(11)WZ6	PAYMENT - THANK YOU	-\$19.66
TOTAL XXXXXXXXXXXX0683				\$19.66
DANNY PERKINS				
01/12	01/12	24445740D2X7A2PHH	OFFICE DEPOT #2665 PEARLAND TX	\$36.28
01/13	01/13	24055220E9YVBFYKW	LAZ PARKING 170303 AUSTIN TX	\$10.00
01/14	01/14	24164050RBC3JFXV	FOXONMGRIL 47944015 HOUSTON TX	\$37.38
01/14	01/14	24164070H1RAU50PHB	NATIONAL CAR RENTAL HOUSTON TX	\$29.07
01/14	01/14	24761970F5STQ1M9V2	SHAN HU RESTAURANT HOUSTON TX	\$19.54
TOTAL XXXXXXXXXXXX0782				\$122.27

See Reverse Side for Important Information About Your Account.

5543 4481 BAN 3 7 14 59172 8 PAGE 1 of 2 13 8296 8842 TEL# 01443414 2379

AmegyBank
of Texas

P O BOX 34833
SALT LAKE CITY UT 84130-0833

PAYMENT INFORMATION

Account Number	XXXX XXXX 0683
Payment Due Date	02/11/15
New Balance	\$141.27
Minimum Payment Due	\$49.00
Pay Use Amount	\$2.60
Cash Enclosed	\$2.60
Total Payment Amount	\$141.27

For prompt credit, mail payment to location shown below. Payment sent to any other location may delay crediting your account. Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to:

BANKCARD CENTER
PO BOX 30833
SALT LAKE CITY UT 84130-0833
[Barcode]

CONTROL ACCOUNT
HOBBY AREA MD
PO BOX 22167
HOUSTON TX 77227-2167
[Barcode]

⑆5066 0000⑆53980000030206830⑆

Hobby Area Management District
Bank Accounts Register
As of February 12, 2015

Amegy Bank	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>
	Bill Pmt -Check	01/09/2015	1171	Greater East End Management District	December
	Bill Pmt -Check	01/09/2015	1172	SEAL Security Solutions LLC	
	Bill Pmt -Check	01/09/2015	1173	SMC Logistics	Survey of burned out street lights
	Bill Pmt -Check	01/30/2015	1174	Amegy Visa Credit Card	XXXX 0683
	Bill Pmt -Check	02/12/2015	1175	Bracewell & Giuliani LLP	General Counsel
	Bill Pmt -Check	02/12/2015	1176	Chris Labod	Website Maintenance
	Bill Pmt -Check	02/12/2015	1177	Clark Condon Associates	Project # 113-098
	Bill Pmt -Check	02/12/2015	1178	Core Logic Safe Rent	Dec. & Jan.
	Bill Pmt -Check	02/12/2015	1179	Cracked Fox	
	Bill Pmt -Check	02/12/2015	1180	Equi-tax Inc.	Inv. # 47650
	Bill Pmt -Check	02/12/2015	1181	Greater East End Management District	January
	Bill Pmt -Check	02/12/2015	1182	Hawes Hill Calderon LLC	January
	Bill Pmt -Check	02/12/2015	1183	Nathelyne A. Kennedy & Associates	Broadway St Reconstruct/LED St Lights/
	Bill Pmt -Check	02/12/2015	1184	Perdue, Brandon, Fielder, Collins & Mott	Delinquent collections
	Bill Pmt -Check	02/12/2015	1185	Roland Fry & Warren, LLC	January Bookkeeping
	Bill Pmt -Check	02/12/2015	1186	SMC Logistics	Liter abatement of right-of-way
	Check	02/12/2015	1187	Alamo Title Company	Refund: 4137 Dover St 32
	Check	02/12/2015	1188	Capital Title of Texas LLC	Refund: 6300 Dixie Drive
	Check	02/12/2015	1189	Center America Property	Refund: 10225 Alameda Genoa Rd
	Check	02/12/2015	1190	CND Village Green LP	Refund: 7550 Drouet St, 117
	Check	02/12/2015	1191	Conn's Appliances and CAI, LP	Refund: 10900 Gulf Freeway
	Check	02/12/2015	1192	Stephen Dercole	Refund: 6824 Lindbergh Street
	Check	02/12/2015	1193	Howard L. Hutton	Refund: 8825 Dexter St
	Check	02/12/2015	1194	Tony Rex & Janice Reynolds	Refund: 8681 Scranton Ave
	Check	02/12/2015	1195	Triangle Shopping Center LP	Refund: 6115 Telephone Rd
	Check	02/12/2015	1196	W2007 Equity Inns Realty LP	Refund: 7922 Mosley Rd, 122
	Check	02/12/2015	1197	Wodan R E Inc.	Refund: 8501 Mosley Rd
	Bill Pmt -Check	02/12/2015	1198	SEAL Security Solutions LLC	Inv. # 25646

Total Amegy Bank

Wells Fargo Bank

Hobby Area Management District
Bank Accounts Register
As of February 12, 2015

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>
Total Wells Fargo Bank				
Plains State Bank				
Total Plains State Bank				
TexSTAR-Operating				
Total TexSTAR-Operating				
TOTAL				

Hobby Area Management District
Bank Accounts Register
As of February 12, 2015

	<u>Amount</u>	<u>Balance</u>
Amegy Bank		31,777.91
	(3,200.00)	28,577.91
	(8,802.00)	19,775.91
	(350.00)	19,425.91
	(141.27)	19,284.64
	(2,979.73)	16,304.91
	(700.00)	15,604.91
	(347.85)	15,257.06
	(3,239.00)	12,018.06
	(3,050.00)	8,968.06
	(2,258.00)	6,710.06
	(2,560.00)	4,150.06
	(9,920.28)	(5,770.22)
	(2,695.90)	(8,466.12)
	(1,272.41)	(9,738.53)
	(651.53)	(10,390.06)
	(5,416.67)	(15,806.73)
	(72.15)	(15,878.88)
	(64.19)	(15,943.07)
	(1,578.45)	(17,521.52)
	(159.78)	(17,681.30)
	(290.60)	(17,971.90)
	(34.74)	(18,006.64)
	(25.32)	(18,031.96)
	(64.68)	(18,096.64)
	(300.00)	(18,396.64)
	(1,390.50)	(19,787.14)
	(333.00)	(20,120.14)
	(2,511.00)	(22,631.14)
Total Amegy Bank	(54,409.05)	(22,631.14)

Wells Fargo Bank **422,476.34**

Hobby Area Management District
Bank Accounts Register
As of February 12, 2015

	<u><i>Amount</i></u>	<u><i>Balance</i></u>
Total Wells Fargo Bank		422,476.34
Plains State Bank		245,000.00
Total Plains State Bank		245,000.00
TexSTAR-Operating		30,062.19
Total TexSTAR-Operating		30,062.19
TOTAL	<u><u>(54,409.05)</u></u>	<u><u>674,907.39</u></u>

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. Accept the bookkeeper/investment officer's annual Disclosure under the Public Funds Investment act.

MEMORANDUM

Date: February 12, 2015

To: Board of Directors
Harris County Improvement District #9 (the "District")

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

From: JACK ROLAND
Investment Officer for the District

Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

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

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

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

NONE

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

NONE

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

NONE

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

NONE

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

Jack H. Roland
(SIGNATURE)

MEMORANDUM

Date: February 12, 2015

To: Board of Directors
Harris County Improvement District #9 (the "District")

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

From: JACK ROLAND
Bookkeeper for the District

Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

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

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

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

NONE

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

NONE

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

NONE

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

NONE

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

Jack H. Roland
(SIGNATURE)

MEMORANDUM

Date: February 12, 2015

To: Board of Directors
Harris County Improvement District #9 (the "District")

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

From: Cynthia Crawley
Bookkeeper for the District

Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

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

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

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

none

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

none

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

none

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

none

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

Cynthia C. C. C.
(SIGNATURE)

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. Approve the Resolution Regarding the Annual Review of Investment Policy and List of Qualified Broker/Dealers.

**RESOLUTION REGARDING ANNUAL REVIEW OF
INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS
OF HARRIS COUNTY IMPROVEMENT DISTRICT NO. 9**

WHEREAS, Harris County Improvement District No. 9 (the "District"), has been legally created and operates pursuant to the general laws of the State applicable to municipal management districts; and

WHEREAS, the Public Funds Investment Act, Chapter 2256, Government Code, as amended, requires the Board of Directors of the District to, at least annually, review its investment policy; and

WHEREAS, the Board of Directors has convened on this date at a meeting open to the public to conduct the District's annual review of its Investment Policy, which includes an amended list of qualified broker/dealers attached to the policy; Now, Therefore,

WHEREAS, the District has determined not to amend the District's Investment Policy or list of qualified broker/dealers that are authorized to engage in investment transactions with the District dated July 24, 2013; Now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY IMPROVEMENT DISTRICT NO. 9 THAT:

Section 1: The Board hereby conducted the annual review of the District's Amended Investment Policy, containing a list of qualified broker/dealers, dated July 24, 2013, attached hereto as Exhibit A and confirms that same shall remain in effect until modified by action of the Board of Directors.

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

PASSED AND APPROVED THIS 12th day of February 2015.

Chair

ATTEST:

Secretary



CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Harris County Improvement District No. 9, hereby certify as follows:

1. The Board of Directors of Harris County Improvement District No. 9 convened in regular session on the 12th day of February, 2015, at the regular meeting place thereof, inside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board to-wit:

- | | |
|---------------------|----------------|
| Danny R. Perkins | President |
| Helen Bonsall | Vice President |
| Sue DeHaven | Secretary |
| Perry Miller | Director |
| Ann Collum | Director |
| Marjorie Evans | Director |
| Jo Ann Lemon | Director |
| Darryl Bailey | Director |
| Todd Szilagyi | Director |
| Vic Zachary | Director |
| Alberto P. Cardenas | Director |

and all of said persons were present, except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**RESOLUTION REGARDING ANNUAL REVIEW OF
INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS
OF HARRIS COUNTY IMPROVEMENT DISTRICT NO. 9**

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

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 12th day of February, 2015.

Secretary, Board of Directors



EXHIBIT A

AMENDED INVESTMENT POLICY – April 8, 2013

INVESTMENT POLICY

This Investment Policy (the "Policy") is adopted by the Board of Directors of Harris County Improvement District No. 9 (the "District") pursuant to Chapter 2256 of the Texas Government Code, effective as of July 24, 2013.

ARTICLE I PURPOSE

Section 1.01. Purpose. This Policy with respect to District investments has been adopted to establish the principles and criteria by which the funds of the District should be invested and secured and to comply with various provisions of Texas law relating to the investment and security of funds of local government corporations (the "Investment Laws"). As of the date of the adoption of this Policy, the following laws are applicable to the investment of the District's funds: Chapter 2256, Texas Government Code; Chapter 791, Texas Government Code; Chapter 2257, Texas Government Code; and Section 404.101 et seq., Texas Government Code. The Investment Laws generally provide the minimum criteria for the authorized investment and security of the District's funds and require the District to adopt rules to ensure the investment of District funds in accordance with such laws. This Policy will specify the scope of district of District Officials who are responsible for the investment of District funds.

ARTICLE II DEFINITIONS

Section 2.01. Definitions. Unless the context requires otherwise, the following terms and phrases used in this Policy shall mean the following:

- (a) "Authorized Collateral" means any means or method of securing the deposit of District funds authorized by Chapter 2257, Texas Government Code.
- (b) "Authorized Investment" means any security in which the District is authorized to invest under Chapter 2256, Texas Government Code.
- (c) "Board" means the Board of Directors of the District.
- (d) "Collateral" means any means or method of securing the deposit of District funds under Article IV hereof.
- (e) "Collateral Act" means Chapter 2257, Texas Government Code, as amended from time to time.
- (f) "Director" means a person appointed to serve on the Board of Directors of the District.
- (g) "District Officials" means the Investment Officer, Directors, Employees, and persons and business entities engaged in handling the investment of District funds.

- (h) "Employee" means any person employed by the District, but does not include independent contractors or professionals hired by the District as outside consultants, such as the District's financial advisor, accountant or general counsel.
- (i) "FDIC" means the Federal Deposit Insurance Corporation or any successor entity.
- (j) "Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.
- (k) "Investment Officer(s)" means the Director(s) or Employee(s) of the District appointed from time to time by the Board to invest and reinvest the funds of the District held in its various accounts
- (l) "State" means the State of Texas.

ARTICLE III INVESTMENT OFFICER

Section 3.01. Investment Officer.

From time to time, the District shall appoint one or more of its Directors or Employees to serve as Investment Officer(s) to handle the investment of District funds. The Investment Officer(s) shall be responsible for investing District funds in accordance with this Policy. The Investment Officer(s) shall invest the District's funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the objectives set forth in Section 7.01 hereof.

Section 3.02. Training. The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Act.

Section 3.03. Reporting by the Investment Officer and District Officials. Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer and District Officials shall prepare and submit to the Board a written report of the investment transactions for all funds of the District for the preceding reporting period. The report must (1) describe in detail the investment position of the District on the date of the report, (2) be prepared jointly by all the Investment Officers of the District, if the District appoints more than one, (3) be signed by all Investment Officers and District Officials who prepare the report, (4) contain a summary statement of each pooled fund group that states the beginning market value for the reporting period; ending market value for the period; and fully accrued interest for the reporting period; (5) state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested, (6) state the maturity date of each separately invested asset that has a maturity date, (7) state the District fund for which each individual investment was acquired, and (8) state the compliance of the investment portfolio as it relates to this Policy and the Investment Act.

Section 3.04. Assistance with Certain Duties of the Investment Officer. The Board hereby authorizes and directs the District Officials requested by the Investment Officer to assist the Investment Officer(s) with any of his/her duties, including but not limited to the following:

- (a) Presenting a copy of this Policy to any person or business organization seeking to sell an investment to the District and obtaining the necessary written certification from such seller referred to in this section;
- (b) Handling investment transactions;
- (c) Preparing and submitting to the Board the written report of all investment transactions for the District as required by this section;
- (d) Researching investment options and opportunities;
- (e) Obtaining written depository pledge agreements as required herein;
- (f) Obtaining safe-keeping receipts from the Texas financial institution which serves as a depository for pledged Collateral; and
- (g) Reviewing the market value of the District's investments and of the Collateral pledged to secure the District's funds.

ARTICLE IV PROCEDURES FOR INVESTMENT OF DISTRICT MONIES

Section 4.01. Qualified Broker/Dealers. The list of qualified broker/dealers with whom the District may engage in investment transactions is attached hereto as **Exhibit A**.

Section 4.02. Disclosures of Relationships with Entities Offering to Enter into Investment Transactions with the District. The Investment Officer(s) and the District Officials shall disclose in writing (a) any "personal business relationship" with a business organization offering to engage in an investment transaction with the District and (b) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, to any individual seeking to sell an investment to the District, as required by the Investment Act. The existence of a "personal business relationship" shall be determined in accordance with the Investment Act. Such disclosure statement shall be filed with the Board and the Texas Ethics Commission.

Section 4.03. Certifications from Sellers of Investments. The Investment Officer(s) or the District Officials shall present this Policy to any person or business organization offering to engage in an investment transaction with the District and obtain a certificate stating that such potential seller has reviewed the Policy as provided in the Investment Act. This certificate shall be in a form acceptable to the District and shall state that the potential seller has received and reviewed the Policy and has acknowledged that the potential seller has implemented reasonable procedures and controls in an effort to preclude investment transactions with the District that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the District's entire portfolio or requires an interpretation of subjective investment standards. Neither the Investment Officer nor the District Officials shall purchase or make any investment from a potential seller that has not delivered to the District this required certification. A form of certificate acceptable to the District is attached hereto as **Exhibit B**.

Section 4.04. Solicitation of Bids for Certificates of Deposit. Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods.

Section 4.05. Settlement Basis. All purchases of investments, except investment in investment pools or in mutual funds, shall be made on a delivery versus payment basis. The safekeeping entity for all District investments and for all Collateral pledged to secure District funds shall be one approved by the Investment Officer(s).

Section 4.06. Monitoring of the Market Value of Investments and Collateral. The Investment Officer(s), with the help of such District Officials as needed, shall determine the market value of each investment and of all Collateral pledged to secure deposits of District funds at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the investment report. The following methods shall be used:

- (a) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
- (b) Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
- (c) Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
 - (1) the lower of two bids obtained from securities broker/dealers for such security;
 - (2) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
 - (3) the bid price published by any nationally recognized security pricing service; or
 - (4) the market value quoted by the seller of the security or the owner of such Collateral.
- (d) Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two bids obtained from securities broker/dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in 4.06(c) hereof.

Section 4.07. Monitoring the Rating Changes in Investments. Consistent with Section 2256.021, Texas Government Code, as amended, the Investment Officer shall monitor all investments that require a minimum rating under subchapter A of Chapter 2256, Texas Government Code, as amended, such that any such investment that does not have the minimum rating shall no longer constitute an authorized investment. Such investments that do not have the

required minimum rating shall be liquidated within 30 days of the investment's failure to maintain its required minimum rating.

ARTICLE V
PROVISIONS APPLICABLE TO ALL FUNDS

Section 5.01. Provisions Applicable to All Fund Groups.

- (a) All funds of the District shall be invested only in accordance with this Policy and shall comply with any additional requirements imposed by bond resolutions or trust indentures of the District and applicable state law or federal tax law, including the Investment Laws.
- (b) The Board, by separate resolution, may provide that a designated officer or agent of the District may withdraw or transfer funds from and to accounts of the District only in compliance with this Policy.
- (c) No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Operating Account and in the Project Account shall not be commingled or pooled for purposes of investment.

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

- (a) The District recognizes that FDIC (or its successor) insurance is available for District funds deposited at any one Texas Financial Institution (including branch banks) only up to a maximum of \$250,000 (including accrued interest) for each of the following: (i) demand deposits, (ii) time and savings deposits, and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders.¹ It is the policy of the District that all deposited funds in each of the District's accounts shall be insured by the FDIC, or its successor, and to the extent the deposit surpasses the FDIC Deposit Insurance Coverage limit at any given time, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.
- (b) If it is necessary for the District's depositories to pledge Collateral to secure the District's deposits, (1) the Collateral pledge agreement must be in writing, (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee, (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same, and (4) the Collateral pledge agreement must be kept in the official records of the depository. The depository must provide to the Investment Officer or District Officials with written proof of the depository's approval of the pledge agreement as required herein in a form acceptable to the District. A signed or certified copy of the minutes of the

¹ The \$250,000 limit is temporary and may change from time to time under applicable law.

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

- (c) Collateral pledged by a depository shall be held in safekeeping at an independent third party institution, and the District's Executive Director shall obtain safekeeping receipts from the Texas financial institution or the safekeeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the District. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's, or its successor's, insurance limits or the market value of the Collateral pledged as security for the District's deposits. It shall be acceptable for the District's Executive Director to periodically receive interest on deposits to be deposited to the credit of the District if needed to keep the amount of the funds under the insurance or Collateral limits. It is the preference of this Board that there be no sharing, splitting or cotenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and District Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The District's Executive Director shall monitor the pledged Collateral to assure that it is pledged only to the District, review the fair market value of the Collateral to ensure that the District's funds are fully secured, and report periodically to the Investment Officer and the Board regarding the Collateral.
- (d) The District's funds deposited in any Texas financial institution, to the extent that they are not insured, may be secured by the pledge of any of the following:
 - (1) Surety bonds;
 - (2) An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
 - (3) A general or special obligation that is (a) payable from taxes, revenues, or a combination of taxes and revenues and (b) issued by a state or political

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

- (4) A fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
- (5) A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act;
- (6) A letter of credit issued by a federal home loan bank; or
- (7) A security in which a public entity may invest under the Investment Act. As of the date of this Policy, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:
 - (i) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
 - (ii) Direct obligations of the State of Texas or its agencies and instrumentalities;
 - (iii) Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
 - (iv) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - (v) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
 - (vi) Certificates of deposit issued by a depository institution that has its main office or a branch office in the State of Texas that are (1) guaranteed by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its

successor, (2) secured by the obligations in which the District may invest under the Investment Act, or (3) secured in any other manner and amount provided by law for deposits of the District;

(vii) Certificates of deposit made in accordance with the following conditions: (1) a broker that has its main office or a branch office in this state and is selected from a list adopted by the District; (2) the funds are invested by the District through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the District; (3) the broker or the depository institution selected by the District under Subdivision (2) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District; (4) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (5) the depository institution selected by the District under Subdivision (2), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District;

(viii) Repurchase agreements that comply with the Investment Act;

(ix) Bankers' acceptances that comply with the Investment Act;

(x) Commercial paper that complies with the Investment Act;

(xi) No-load money market mutual funds that comply with the Investment Act;

(xii) No-load mutual funds that comply with the Investment Act; and

(xiii) Guaranteed investment contracts that comply with the Investment Act.

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

(1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

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

Section 5.03. Diversification. The Investment Officer may invest up to 100% of the funds of the District in any investment instrument authorized in this Policy.

ARTICLE VI AUTHORIZED INVESTMENTS

Section 6.01. Authorized Investments. Unless specifically prohibited by law or elsewhere by this Policy, District funds may be invested and reinvested only in the following types of investments:

- (a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (b) Direct obligations of the State or its agencies and instrumentalities;
- (c) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (d) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State or the United States or their respective agencies and instrumentalities;
- (e) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- (f) Certificates of deposit issued by a depository institution that has its main office or a branch office in the State of Texas that are (1) guaranteed by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor, (2) secured by the obligations in which the District may invest under the Investment Act, or (3) secured in any other manner and amount provided by law for deposits of the District;
- (g) Certificates of deposit made in accordance with the following conditions: (1) a broker that has its main office or a branch office in this state and is selected from

a list adopted by the District; (2) the funds are invested by the District through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the District; (3) the broker or the depository institution selected by the District under Subdivision (4) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District; (5) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (6) the depository institution selected by the District under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District;

- (h) Repurchase agreements that comply with the Investment Act;
- (i) Bankers' acceptances that comply with the Investment Act;
- (j) Commercial paper that complies with the Investment Act;
- (k) No-load money market mutual funds that comply with the Investment Act;
- (l) No-load mutual funds that comply with the Investment Act;
- (m) Investment Pools which meet the requirements set forth in Section 2256.016 and Section 2256.019 of the Texas Government Code, as amended, and which are specifically authorized by a resolution that is approved by the Board; and
- (n) With respect to bond proceeds, guaranteed investment contracts that comply with the Investment Act.

Section 6.02. Prohibited Investments. Notwithstanding anything to the contrary stated herein, no funds of the District may be invested in the following or in any other type of investment prohibited by the Investment Act or other applicable law:

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

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

Section 6.03. Investment of Funds Held Under Trust Indentures. Anything in this Policy to the contrary notwithstanding, to the extent that any funds are held by a trustee under a trust indenture relating to the District's bonds, such funds may be invested as provided by the resolution authorizing the issuance of the bonds or the trust indenture.

ARTICLE VII INVESTMENT STRATEGIES

Section 7.01. Strategy Applicable to All Funds. The District's general investment strategy for all fund groups shall be to invest such monies from such fund groups so as to accomplish the following objectives, which are listed in the order of importance:

- (a) Understanding of the suitability of the investment to the financial requirements of the District;
- (b) Preservation and safety of principal;
- (c) Liquidity;
- (d) Marketability of the investment if the need arises to liquidate the investment before maturity;
- (e) Diversification of the investment portfolio; and
- (f) Yield.

Section 7.02. Investment Strategy for the Operating Account. Funds in the Operating Account shall be invested to meet the operating and cash flow requirements of the District as determined by the annual operating budget adopted by the Board. Operating funds shall not be invested for longer than three years.

ARTICLE VIII MISCELLANEOUS

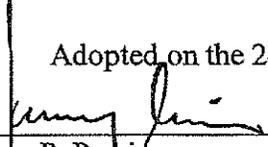
Section 8.01. Annual Review. The District shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Investment Policy without amendment or adopt an Amended Investment Policy.

Section 8.02. Superseding Clause. This Policy supersedes any prior policies adopted by the Board of Directors regarding investment or securitization of District funds.

Section 8.03. Open Meeting. The Board officially finds, determines and declares that this Policy was reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at a place readily accessible and convenient to the public within the District and on a bulletin board located at a place convenient to the public in the City of Houston, Texas for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Policy was discussed, considered and acted upon. The Board further ratifies, approves and confirms such written notice and the contents and posting thereof.

[Execution page follows]

Adopted on the 24th of July 2013.



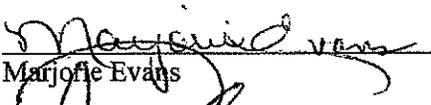
Danny R. Perkins



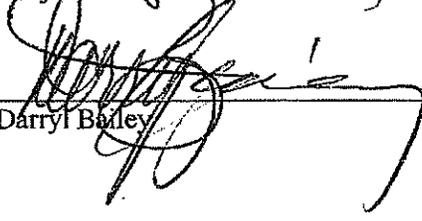
Helen Bonsall



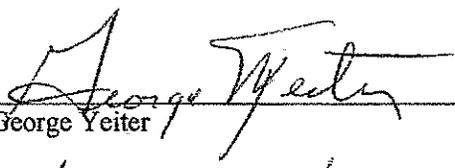
Ann Collum



Marjorie Evans



Darryl Bailey



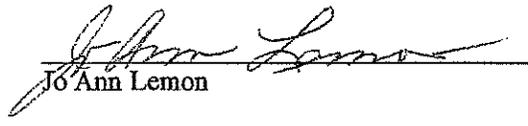
George Yeiter



Sue DeHaven



Mary Case



Jo Ann Lemon

EXHIBIT A

List of Qualified Broker/Dealers

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

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

EXHIBIT B

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

To: Harris County Improvement District No. 9 (the "District")

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

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

Date: _____, 20__

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

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

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

By: _____

Name: _____

Title: _____

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Harris County Improvement District No. 9, hereby certify as follows:

1. The Board of Directors of Harris County Improvement District No. 9 convened in regular session on the 24th day of July, 2013, at the regular meeting place thereof, inside the boundaries of the District, and the roll was called of the duly constituted officers and members of the Board to-wit:

Danny R. Perkins	President
Helen Bonsall	Vice President
George Yeiter	Director
Sue DeHaven	Director
Ann Collum	Director
Marjorie Evans	Director
Jo Ann Lemon	Director
Darryl Bailey	Director

and all of said persons were present, except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

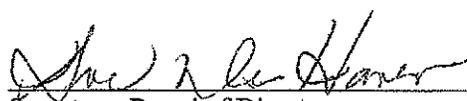
INVESTMENT POLICY

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

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 24th day of July, 2013.




Secretary, Board of Directors

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. 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

9. Consider a Broadway Boulevard Funding Agreement by and between the City of Houston and the Hobby Area Management District.

**AGREEMENT FOR REIMBURSEMENT OF IMPROVEMENTS
BROADWAY BOULEVARD: IH-45 TO AIRPORT BOULEVARD
WBS No. N-000573-0001-4**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT FOR REIMBURSEMENT OF IMPROVEMENTS ("Agreement") is made on the date countersigned by the City Controller ("Effective Date") by and between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas, and **HARRIS COUNTY IMPROVEMENT DISTRICT NO. 9** ("District"), a management district created by the Texas Legislature, pursuant to the Interlocal Cooperation Act. TEX. GOV'T CODE ANN. §§ 791.001 – 791.030, as amended.

The Parties agree as follows:

I. FINDINGS AND DEFINITIONS

1.1. Recitals.

- 1.1.1. It is to the mutual benefit of the City and District to improve the Broadway Boulevard from IH-45 to Airport Boulevard with all improvements as described in Exhibit A (the "Improvements"), hereinafter referred to as the "Project".
- 1.1.2. The City and the District will enter a contract for the maintenance of certain improvements including the Improvements under this Agreement.
- 1.1.3. The City is willing to include the Improvements supplied by the District as part of its construction of the Project, if the District will provide funding for the Improvements.
- 1.1.4. The District is willing to fund up to \$557,432.00 toward the construction costs of the Project for the inclusion of the Improvements, if the City will design and construct the Project in accordance with this Agreement.
- 1.1.5. The City and the District wish to mutually develop the Project for their respective benefits.

1.2. Determinations. The City and District find that the recitals set forth in Article I, Section 1.1. are determined to be true and correct for all purposes.

1.3. Definitions. All terms used in this Agreement shall have the meanings given herein, unless otherwise specified.

- 1.3.1. "*Agreement*" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and District.

- 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

item(s) resulting in the cost increase. The District is responsible for the cost of any cost increase(s) and shall make payment within 30 days from receipt of the City's written request. The District shall deliver a check payable to "the City of Houston" at its address for notices in Articles 5, Section 5.6.2.

- 2.4. **Coordinate Performance.** The District shall coordinate its performance with the Director and other persons that the Director designates. The District shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.
- 2.5. **Maintenance Agreement.** The District shall enter into a contract for maintenance with the City that will include the maintenance obligations for the Improvements under this Agreement.
- 2.6. **Compliance with Laws.** The District shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

III. DUTIES OF THE CITY

- 3.1. **Use of Funds.**
 - 3.1.1. Upon receipt of the funds from the District, the City shall include the installation of the Improvements as part of its Capital Improvement Plan for the Project. The City shall award the contract to the responsible bidder who submits the lowest and best bid, in accordance with the usual and customary procedures of the City, subject to certification of the availability of funds for the Project by the City Controller.
 - 3.1.2. The City shall cause the funds paid by the District to the City hereunder that are not needed to meet obligations due or contemplated to be due within 190 days to be invested in the same manner as similar funds are invested by the City in federal obligations or interest-bearing time deposits. The determination by the City of the portion of said funds needed to meet such obligations shall be conclusive. Upon completion of construction of the Project, the City shall perform or cause to be performed, a final accounting. If the amounts paid by the District to the City hereunder, including interest earnings thereon, exceed the actual costs of the design and construction of brick pavers for the Project, the City shall promptly reimburse the amount of such excess to the District. The City shall keep records of all deposits, earnings, and expenditures of District funds paid to the City pursuant to this Agreement and shall provide the District with detailed reports of all fund activity at least once a year until completion or termination of the Project.
- 3.2. **Maintenance Agreement.** The City shall send a copy of the fully executed contract for maintenance of the Improvements between the City and District within 30 days of the contract for maintenance countersignature date.

- 3.3. **Taxes.** The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. District's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to the District if requested.
- 3.4. **Limit of Appropriation.** The District recognizes that under certain provisions of the Charter of the City of Houston, the City may not obligate itself by contract to an extent in excess of an amount therefor appropriated by the City Council and further recognizes that no funds have been appropriated by the City Council.

IV. TERM AND TERMINATION

- 4.1. **Contract Term.** This Agreement is effective on the Countersignature Date and remains in effect for five years or upon completion of the Project, whichever occurs first, unless sooner terminated under this Agreement.
- 4.2. **Termination by Either Party.** Either the District or the City may terminate this Agreement, without cause, at any time prior to the letting of the contract for construction of the Project, by written notice to the other party. After termination, neither party shall have any further obligations hereunder, except as follows: The City shall return to the District any funds which the District has paid to the City hereunder and which the City has not expended in furtherance of installation of the Improvements for the Project.

V. MISCELLANEOUS PROVISIONS

- 5.1. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the parties, not by any third party, as creating the relationship of principal and agent, or of a partnership, or employer-employee, or of a joint-venture between the City and District it being understood and agreed that no provision contained in this Agreement, nor any acts of the City or District, shall be deemed to create any relationship between the City and District other than the contractual relationship established under this Agreement.
- 5.2. **Severability.** If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.
- 5.3. **Entire Agreement.** This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.
- 5.4. **Written Amendment.** Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and District. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

5.5. **Applicable Laws.** This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.

5.6. **Notices.**

5.8.1. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

5.8.2. The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

CITY	DISTRICT
Director of Public Works and Engineering City of Houston P.O. Box 1562 Houston, TX 77251	Harris County Improvement District No. 9 Hawes Hill Calderon LLP ATTN: David Hawes P.O. Box 22167 Houston, TX 77227-2167

5.7. **Captions.** Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

5.8. **Non-Waiver.**

5.8.1. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

5.8.2. An approval by the Director, or by any other employee or agent of the City, of any part of District's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

5.9. **Inspections and Audits.** City representatives may perform, or have performed, (1) audits of District's books and records, and (2) inspections of all places where work is undertaken in

connection with this Agreement. The District shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

- 5.10. **Enforcement.** The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The District shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the District's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.
- 5.11. **Ambiguities.** If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.
- 5.12. **Survival.** The District shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- 5.13. **Parties in Interest.** This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the District only.
- 5.14. **Successors and Assigns.** This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City or the District.
- 5.15. **Business Structure and Assignments.** The District shall not assign this Agreement at law. The District shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.
- 5.16. **Remedies Cumulative.** Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

(The rest of this page has been intentionally left blank).

The Parties have executed this Agreement in multiple copies, each of which is an original.

DISTRICT:

**HARRIS COUNTY IMPROVEMENT
DISTRICT NO. 9**

CITY:

CITY OF HOUSTON, TEXAS

By: _____

Name:

Title:

By: _____

Annise Parker, Mayor

WITNESS:

Name:

Tax ID No.

ATTEST/SEAL:

Anna Russell, City Secretary

APPROVED:

Director, Department of Public Works & Engineering

APPROVED AS TO FORM:

Lindsay Canning, Assistant City Attorney
LD No. 063-1400255-001

COUNTERSIGNED BY:

Ronald Green, City Controller

COUNTERSIGNATURE DATE:

("Effective Date")

**Document 00410B
BID FORM – PART B**

Broadway Street Landscape & Hardscape Enhancements from Airport Blvd to Santa Elena Street (STA 72+00)

1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

A. STIPULATED PRICE:

NOT APPLICABLE - \$0.00

(Total Bid Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates)

B. BASE UNIT PRICE TABLE 2:

Item No.	COH Spec Ref	Item Description	Unit Measure	Unit Quantity	Unit Price (this column controls)	Total in Figures
24	02922	Sodding	SY	289	\$ 5.00	\$ 1,445.00
64	02336	Lime for lime stabilized subgrade	TON	-8	\$ 140.00	\$ (1,120.00)
65	02336	Lime stabilized subgrade, 8-inch (8% lime by dry weight)	SY	-302	\$ 2.00	\$ (604.00)
69	02751	6-inch reinforced concrete slab for METRO bus shelter	SY	222	\$ 60.00	\$ 13,320.00
70	02751	11-inch reinforced concrete pavement	SY	-302	\$ 56.00	\$ (16,912.00)
76	02771	6-inch concrete curb (6-inch height)	LF	460	\$ 2.00	\$ 920.00
82	02775	4 1/2-inch thick reinforced concrete sidewalk (including compacted sand bedding)	SF	-5,919	\$ 5.00	\$ (29,595.00)
R2-1	02511	4-inch diameter PVC SCH. 80 pipe for landscape sleeve by open-cut	LF	2,508	\$ 39.00	\$ 97,812.00
R2-2	02511	4-inch diameter PVC SCH. 80 pipe for landscape sleeve by augering	LF	196	\$ 59.00	\$ 11,564.00
R2-3	02511	6-inch diameter PVC SCH. 80 pipe for landscape sleeve by open-cut	LF	1,386	\$ 45.00	\$ 62,370.00
R2-4	02511	6-inch diameter PVC SCH. 80 pipe for landscape sleeve by augering	LF	212	\$ 65.00	\$ 13,780.00
R2-5	Per Dwg	4-inch Decomposed granite sidewalk (including 3/16-inch steel edging w/ steel stakes, weed barrier fabric, & 2-inch PVC drain pipe)	SF	5,919	\$ 22.00	\$ 130,218.00
R2-6	02771	6-inch concrete curb (10-inch height)	LF	458	\$ 12.00	\$ 5,496.00
R2-7	02751	6-inch concrete band including dowels at median nose (4-inch height)	LF	224	\$ 10.00	\$ 2,240.00
R2-8	02751	12-inch concrete band at METRO bus boarding pad and bus shelter area (4-inch height)	LF	804	\$ 12.00	\$ 9,648.00
R2-9	02741	Temporary 4-inch Type D HMA fill in depressed concrete pavement including forming depressed concrete pavement	SY	2,335	\$ 110.00	\$ 256,850.00

TOTAL \$557,432.00

Notes:

- 1) This estimate is only for Broadway Street Enhancements from Airport Blvd (STA. 2+00) to Santa Elena Street (STA. 72+00)
- 2) Items starting with R2 are new items added per Revision No. 2
- 3) Table 2 is prepared for the Hobby Area Management District
- 4) Sidewalk credit (100%) = (\$29,595)
- 5) Pavement credit (20% City share) = (\$1,120 + \$604 + \$16,912) = (\$18,636)

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

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



S.E.A.L. Security Solutions, LLC Surveillance Monitoring Agreement

<u>DATE OF AGREEMENT:</u> 1/27/15	<u>SERVICE START DATE:</u> 1/27/15	<u>SERVICE END DATE:</u>
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CLIENT INFORMATION	
<u>PROPERTY NAME:</u> Hobby Management District	<u>POINT OF CONTACT:</u> Josh Hawes <u>EMAIL:</u> jhawes@hscillp.com
<u>PHONE:</u> 713-595-1208	<u>POINT OF CONTACT CELL:</u> 713-724-3862 <u>FAX:</u>
<u>PROPERTY ADDRESS:</u> 9610 Long Point, Ste. 150 Houston, TX 77227	<u>COUNTY:</u> 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 style="text-align: center;">*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 style="text-align: center;">*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 style="text-align: center;">*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	\$2,200.00 /Month	Waived	Waived	Waived	Two (2) 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 \$1,100.00 +Tax per month will be added.
A Relocation and Reconfiguration Fee of \$800.00 will be charged for each requested move.

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 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 clients 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 the 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

11. Consider a FY 2015 annual operation District budget.

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

January through December 2014

	<u>FY 2014</u> <u>Approved</u> <u>Budget</u>	<u>FY 2014</u> <u>Actual</u>	<u>FY 2015</u> <u>Proposed</u> <u>Budget</u>
SOURCES OF FUNDS			
District Assessments	1,300,000	1,350,000	1,475,516
Penalty & Interest Revenue	24,000	20,000	20,000
Overpayments	32,000	14,000	14,000
Assessment Refunds	-32,000	-24,000	-24,000
Street Light Reimbursement	134,678	0	134,678
Grants and Donations	0	0	25,000
Interest Revenue	50	298	300
Total SOURCES OF FUNDS	<u>1,458,728</u>	<u>1,360,298</u>	<u>1,645,494</u>
TOTAL SOURCES	1,458,728	1,360,298	1,645,494
USES OF FUNDS			
Public Safety			
Contract Public Safety	202,180	150,370	202,180
Apartment Life Initiatives	25,000	10,892	25,000
Mobile Cameras	28,800	0	28,800
Street Light Outage Survey	2,100	2,100	2,100
Graffiti Abatement	33,500	28,000	33,500
Total Public Safety	<u>291,580</u>	<u>191,361</u>	<u>291,580</u>
Mobility, Environ, Urban Design			
Porter Service	52,500	21,667	52,500
Total Mobility, Environ, Urban Design	<u>52,500</u>	<u>21,667</u>	<u>52,500</u>
Business & Economic Development			
Economic Developmt Programs	103,000	15,987	162,000
Events, Festivals, Comm. Proj.	37,000	20	37,000
Creative ED Support	46,500	36,897	71,700
Marketing Mtls & Promo Items	13,500	4,843	28,000
Total Business & Economic Development	<u>200,000</u>	<u>57,746</u>	<u>298,700</u>
Administration			
Exec & Board Support Services			
Administration & Management	106,000	106,118	112,485
Meeting Expense	3,500	4,404	5,000
Reimbursable Expenses	14,400	7,483	8,000
Postage	900	90	100
Office Supplies	1,900	1,103	1,400
Public Notices, Advertising	800	1,049	1,200

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

January through December 2014

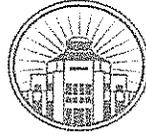
	FY 2014 Approved Budget	FY 2014 Actual	FY 2015 Proposed Budget
Total Exec & Board Support Services	127,500	120,246	128,185
Legal Services	9,600	27,938	30,000
Audit Services	7,500	0	3,000
Bookkeeping	7,200	7,200	7,200
Assessment Billing	22,500	22,500	22,500
Assessmt Database Mgmt	3,600	0	3,600
Office Equipment	3,000	0	3,000
Insurance	4,000	1,230	1,500
Other	2,500	610	700
Total Administration	187,400	179,725	199,685
Community Developemnt Fund			
Hobby Fest	0	0	25,000
Other Community Projects	0	0	15,000
Total Community Development Fund	0	0	40,000
Creation and Start Up	108,167	108,167	0
Capital Projects			
Long Range Plan-Comp Landscape	79,500	88,612	0
Fund Reserve for District Office			50,000
Broadway Blvd. Hardscape	0	0	557,432
Livable Centers Grant Match	0	0	53,750
CIP/Project Manager	0	0	48,500
Broadway Corridor Design Dev.	92,500	96,146	0
Broadway Corridor Engr. Enhmnts	53,918	53,918	0
LED Decorative Street Lights	134,678	134,678	0
Total Capital Projects	360,596	373,354	709,682
Total USES OF FUNDS	1,200,243	932,020	1,592,147
NET SOURCES VS USES	258,485	428,278	53,347
Cash on Hand Beginning of Year			428,278
TOTAL PLANNED RESERVES			481,625

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

12. Receive the Executive Director's monthly report on actions and initiatives in support of the District's Service Plan.



HOBBY AREA DISTRICT

HOBBY AREA MANAGEMENT DISTRICT

SERVICE PLAN

MONTHLY REPORT

JANUARY 8 – FEBRUARY 12, 2015

COMMITTEE ACTIVITY

STAFF ACTIVITY

COMMITTEE ACTIVITY

Business and Economic Development Committee

The Business and Economic Development Committee was cancelled.

Environmental, Urban Design and Mobility Committee

The Environmental and Urban Design Committee met on January 29th.

Public Safety Committee

The Public Safety Committee was cancelled.

STAFF ACTIVITY JANUARY 8 – FEBRUARY 12, 2015

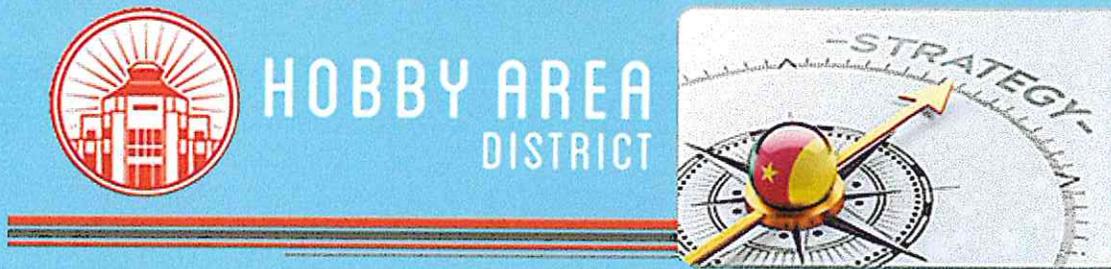
- Conducted monthly board meetings, public safety, environmental and urban design, and business and economic development meetings.
- Staff attended a meeting with the Environmental, Urban Design and Mobility committee on potential District projects as well as ongoing.
- Staff attended the Hobby PIP meeting.
- Staff is working on preparations for State of District Luncheon on March 5. The event will be held at the Double Tree from 11:30 to 1:00. The keynote speaker will be TxDot Commissioner, Jeff Moseley.
- Staff is working with Council Member Gallegos's staff on planning and set up of the March 9 Stakeholders meeting to update the community on the various infrastructure projects in the area as well as the Gulfgate TIRZ. The event will be held at the Double Tree from 6:30 to 8:30 with a 6:00 reception planned to honor former board member Jo Ann Lemon.
- Staff attended a giving back to the community event on Saturday, January 31 organized by Action Ministries who have been distrusting food and school supplies in the community for 25 years. Staff covered the report and an article about the event is posted at the District website.
- Staff made regular updates to the District website and distributed e-news and e-blasts for area partner events.
- The Executive Director and staff met with Scenic Houston to review agreements for Broadway Corridor project.
- The Executive Director has met with the City of Houston, along with Public Works & Engineering to review agreements.

End of Report

From: Hobby Area Management District
Sent: Friday, January 30, 2015 11:03 AM
To: =?utf-8?Q??=
Subject: Hobby Area Management District eNews

Visit our website to stay up-to-date on Hobby Area news.

[View this email in your browser](#)



Chairman Perkins has high hopes for funding local infrastructure projects

On opening day of the State of Texas' 84th Legislature, Hobby Area Management District (HAMD) Chairman Danny Perkins had an experience afforded to very few people.

Perkins was invited to Austin by Texas Senator Sylvia Garcia of District 6, Representative Garnet Coleman of District 146, and Representative Sylvester Turner of District 139, but it was Turner who arranged for him to have access to the floor of the legislative chamber on the day new legislators are sworn in.... [Read more](#)



City Council approves airport proposal to create training center



Houston City Council approved a proposal Wednesday to create a training center at Bush Intercontinental for construction workers doing projects at the airports.

The training center will be built at an existing warehouse at Bush. City and Houston Airport System officials hope training offered at the center will help improve the skills workers on projects at Bush, Hobby and Ellington Airports. The is estimated at \$7.7 million.

"Continuing education and training are important in just about every professional field but it's especially vital in the area of construction," Mayor Annise Parker said. [Read more...](#)



Exporting is a great way to grow, reach new markets and expand your business

Houston is a great place to export from. Houston leads the country as America's No.1 city in export value.

And there are plenty of resources for you to join the export game. That's why the Port of Houston Authority is launching its new trade export promotion program, TradeLink, through a series of workshops in collaboration with [Read more...](#)



Council Member Gagellos addressed the Hobby Area District Board

Council Member, Gagellos District I addresses the Hobby Area District Board to share news and information about the Gulfgate TIRZ and proposed plans for a botanical garden in the area. The council member stated that the botanical garden was to be discussed at the city council meeting on January 21.

[Read more...](#)

HPD Team Featured in New Documentary

The Houston Police Department is featured in a new documentary focusing on how community policing is helping homeless people in our city.

The 30-minute film, *The Shepherds in Blue: How Community Policing is Guiding People Home*, focuses on the innovative work being done by the HPD's Homeless Outreach Team (HOT). [Read more](#)



Facebook



Twitter



Website

Who Are We?

Created in 2007, the Hobby Area Management District works to put in place public safety, business development, transportation planning and visual improvement initiatives.

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Our mailing address is:

Hobby Area Management District
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HOBBY AREA DISTRICT

See what we're doing at:
HADistrict.org
[facebook.com/HADistrict](https://www.facebook.com/HADistrict)
[@HADistrict](https://twitter.com/HADistrict)



HOBBY AREA DISTRICT

STATE OF THE DISTRICT

ECONOMIC DEVELOPMENT
IN TEXAS & HOUSTON REGION

Save the Date

Hear about Proposition 1 and the Hobby Area roadway projects that may qualify for part of \$275 million earmarked for funding Houston projects in 2015.

Presented by

JEFF MOSELEY
COMMISSIONER

TEXAS TRANSPORTATION COMMISSION

MARCH 5, 2015

11:30 – 1:00

HOBBY DOUBLE TREE

8181 AIRPORT BLVD.

HOUSTON 77061