

**WESTCHASE DISTRICT COMMUNITY FUND**

**AGENDA**

March 10, 2021

**TO: THE BOARD OF DIRECTORS OF THE WESTCHASE DISTRICT COMMUNITY FUND AND TO ALL OTHER INTERESTED PERSONS:**

Notice is here by given that a meeting of the Board of Directors of the Westchase District Community Fund (the “Corporation”) will be held on Wednesday, March 10, 2021, at 7:30a.m., in the Westchase District Conference Room – 10370 Richmond Ave., Suite 1350, Houston, TX 77042, or via Zoom Conference Call (Zoom.us, Meeting Number: 915-070-8950, or call in number: +1 253-215-8782, 915-070-8950#), 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:

1. **Call to Order.**
2. **Guests.** Introduce guests, if any.
3. **Westchase District Update Report.** Receive a report on Westchase District.
4. **Administrative Report.** Review and approve the minutes of January 13, 2021 meeting. Review and approve Treasurer’s report.
5. **Donation Submission(s).** Receive donation request(s), if any, from our community.
  - a. Brothers Support Services Alliance
6. **Investment Account for Greenspace for Westchase.** Review and approve the opening of an investment account for Greenspace for Westchase.
7. **Park Sponsorships Agreement.** Review and approve agreement between WDCF and Westchase District regarding Park Sponsorships.
8. **Pillars & Committee Reports**
  - a. Receive reports from each pillar area
    - i. Community Outreach (John D.)
    - ii. Health/Fitness (Keitha G.)
    - iii. Education (Nancy B.)
    - iv. Safety (Ricky G.)
    - v. Website/Social Media (Blair J.)
9. **Reminder:** 2021 Director Contributions are due.
10. **Upcoming Board Meetings.** Proposed next meeting dates are: April 14<sup>th</sup>.
11. **Adjourn.**

\_\_\_\_\_  
Louis Jullien, Director

# Westchase District Update 3.10.21

## **Projects**

### Sneed Dog Park

- Now open!
- Successful opening event

### Elmside/Woodchase Path

- Completion May 2021

### Deerwood Path

- Completion May 2021

### Walnut Bend

- Completion July 2021

### Woodchase Park

- Completion January 2022

### Westheimer

- Completion February 2022

### Wilcrest

- Completion January 2023

## **Greenspace for Westchase**

- \$1.2M raised to-date (\$200K from Sunderland in February)
- Requests in to Sabic, Camden, Fondren, TPWD, Worley
  - Award dates in June 2021

**MINUTES OF BOARD OF DIRECTORS MEETING OF  
WESTCHASE DISTRICT COMMUNITY FUND**

**THE STATE OF TEXAS COUNTY OF HARRIS**

The Board of Directors of the Westchase District Community Fund met in an official session, open to the public on January 13, 2021 at 3:00 pm, in the Conference room at LAN, located at 2925 Briarpark Drive, Houston, TX 77042 (4<sup>th</sup> Floor), inside the boundaries of the District or Zoom Conference Call (Zoom.us, Meeting Number: 915-070-8950, or call in number: +1 253-215-8782, 915-070-8950#). The roll was called of the duly appointed members of the Board, to-wit: Tim Johnson, Blair Johnson, Louis Jullien, Ricky Gonzalez, John Dombrowski, Keitha Gallien, Lisa Iparrea and Craig Eichhorn, Kimberly Crow, Nancy Bailey thus constituting a quorum.

**1. Call to Order by C. Eichhorn. Time:** 3:14 pm

**2. Guest:** NA

**3. Westchase District Update Report.** Receive a report on Westchase District.

**4. Administrative Report.** Review and approve the minutes of December 15, 2020 meeting. Review and approve Treasurer's report for E.O.Y 2020. Review and approve 2021 budget.

**Motion to approve minutes as amended:** T. Johnson **Second:** R. Gonzalez **Board Vote:** unanimous

**Motion to approve Treasurer's Report:** K. Crow **Second:** J. Dombrowski **Board Vote:** unanimous

**5. Donation Submission(s).** Receive donation request(s), if any, from our community.  
No donation submissions.

**6. Planning Summit / Retreat.**

- a. Receive end of year reports from each pillar area (Fundraising, Health/Fitness, Community Outreach, Website/Social Media).
- b. Determine 2021 Vision – areas of board member passions.
- c. Designate Pillar Areas for 2021.
- d. Breakout groups, brainstorm project / event activities for each pillar area.
- e. Build list of potential board member candidates.
- f. Review and approve Action Plan for 2021.

**7. Renew Director Terms.** Craig Eichhorn, Tim Johnson, Blair Johnson, Keitha Gallien.

**8. 2021 Election of Officers.** Positions are Chairman, Vice Chairman, Secretary and Treasurer.

**9. Reminder:** Director 2021 Contributions are due.

**10. Upcoming Board Meetings.** Set dates for upcoming board meetings in 2021.

**11. Adjourn.**

---

**Keitha Gallien – Secretary**



**From:** [Westchase District Community Fund \(WDCF\)](#)  
**To:** [Louis Jullien](#); [Sherry Fox](#)  
**Subject:** =?UTF-8?B?  
QXBwbGljYXRpb24gZm9yIERvbmF0aW9uIEZvcm0gc3VibWI0dGVkIG9uIFdlc3RjaGFzZSBEaXN0cmJjdCBDb21tdW5pdHkgRnVuZCAoV0RDrik=?  
=  
**Date:** Monday, January 25, 2021 12:18:35 PM

---

<b>Name of Organization</b>	Brothers Support Services Alliance
<b>Is your organization a 501c3?</b>	Yes
<b>Non-Profit Federal ID Number</b>	34-1991689
<b>Contact Name and/or Title</b>	Ella E Uwimana, CEO
<b>Cell Phone Number</b>	7135503362
<b>Office Phone Number</b>	7135519804
<b>Contact Email</b>	uwimanae@yahoo.com
<b>Address</b>	12123 Fairmeadow Dr Fairmeadow Dr Houston, TX 77071
<b>Please tell us a little about your organization (History and Mission)</b>	Our Organization was registered and incorporated on September 11, 2001. Our mission is to empower former refugees and immigrants communities to facilitate the social integration needed to reach self-sufficiency. We strive to provide them with tools, training, and guidance to navigate through their new life in American society.
<b>When are you in need of the donation?</b>	We need the donation By April 15, 2021
<b>What is the amount requested?</b>	\$5000
<b>Please be specific on</b>	We plan to put all the women (200-400) together on Mother's Day 2021. We will celebrate their life as surviving single mothers, widows mothers and elderly moms in their

**what the donation will benefit or how it will be used.**

new life full of challenges. Most of them are still struggling and cannot afford to get to mingle together. It will be their opportunity to revisit the experience in Houston and maybe get to know the challenges they have and learn how to meet them as a community. It will be their first Mother's Day ever. We will secure a place where a Dinner will be served for all the mothers and their families. There will be some traditional dances, music to celebrate those hard workers, survivors and pillars of our community, "Mothers".

---

**Have you applied for a donation from WDCF previously? If Yes – please list when/for what.**

No, this is our first time we apply for assistance from your organization to put a smile on our mothers, most of them victim of wars. They went through a traumatic experience in their life. We want to help them feel their self-esteem regained.

---

**Are you publicizing this event? If so – What exposure would you be willing to provide the WDCF.org?**

Yes, we will tell all other organization and people and business how you were able to sponsor the disadvantaged women's Celebration. We will have the banner in the hall with your organization's name and Logo on it. We are looking to publicize your services in our future activities if you want us to.

---



**FUNDRAISING AGREEMENT BETWEEN  
THE WESTCHASE DISTRICT  
AND WESTCHASE DISTRICT COMMUNITY FUND**

This FUNDRAISING AGREEMENT (the “Agreement”) is entered into on this \_\_\_\_\_ day of February, 2021, (the “Effective Date”) by and between WESTCHASE DISTRICT, a body politic and corporate and a political subdivision of the State of Texas (the “District”), and WESTCHASE DISTRICT COMMUNITY FUND, a Texas local government corporation and a 501(c)(3) public charity (“WDCF”).

**RECITALS**

Pursuant to agreements between the City of Houston and the District, the District will develop and operate Wilcrest Park and Woodchase Park for the benefit of the general public and the District, as further set forth in such agreements, and it is anticipated that the District will in the future enter into agreements for the development and/or operation of additional parks (such additional parks, Wilcrest Park and Woodchase Park hereinafter collectively referred to as the “Parks”).

In order to undertake programming and events at the Parks, the District will be soliciting donations for sponsorships to be used solely for *Westchase District Parks Programming and Events*.

The District created the WDCF to aid in implementation of the District’s programs and projects, including, without limitation, the operation of the Parks. The District has requested that WDCF, as a 501(c)(3) public charity, assist the District with its fundraising efforts by collecting and accepting donations made in connection with *Westchase District Parks Programming and Events*. The WDCF is willing to collect and accept such donations on behalf of the District and remit such funds to the District upon the District’s request, with the understanding that such funds are not be used by WDCF for any purpose other than transferring such funds to the District upon request.

**AGREEMENT**

For and in consideration of the premises and the mutual promises, covenants, obligations and benefits of this Agreement, the District and WDCF contract and agree as follows:

**Section 1: General Fundraising Assistance.** The WDCF agrees to assist the District in fundraising efforts for the Parks programming and events as reasonably requested by the District or District staff. WDCF further agrees to inform the District of any donor restrictions on donations collected under this Agreement and assist the District with complying with such restriction as reasonably requested by the District.

**Section 2. Fiscal Agent.** WDCF shall collect and accept cash donations made in connection with *Westchase District Parks Programming and Events*, or otherwise, for the programming and

events in the Parks. WDCF shall collect and accept such funds on behalf of the District and shall not transfer or use such funds for any purpose other than as provided for herein.

WDCF shall provide donors with a donor's receipt in a form acceptable to the District and WDCF, which receipt shall advise donors to consult their own tax professionals concerning the deductibility of the donor's donation. In no event shall WDCF advise a donor or prospective donor regarding the deductibility of a donation.

WDCF shall deposit funds collected hereunder with its depository institution and account for such funds separately from funds of WDCF. WDCF shall at all times during the term of this Agreement, including any renewal terms, maintain a depository pledge agreement with its depository institution providing that all funds collected or deposited with WDCF in connection with this Agreement shall be collateralized to the fullest extent required by law, specifically the Texas Public Funds Collateral Act.

**Section 3. Payments.** WDCF agrees to pay all amounts collected by or deposited with WDCF in connection with this Agreement to the District within seven (7) days of written request by the District.

**Section 4. Limitation of Liability.** WDCF shall have no liability to the District, donors or other third parties in connection with the District's use of funds collected by the WDCF hereunder once such funds are remitted to the District, including, without limitation, liability related to the District's failure to abide by any donor restrictions or conditions associated with such funds.

**Section 5. Term.** This Agreement shall commence on the Effective Date and terminate on December 31, 2021, provided that this Agreement shall automatically renew for consecutive twelve (12) month terms unless terminated by either party, with or without cause, upon thirty (30) days' written notice to the other party. Upon termination, WDCF shall transfer to the District all funds collected pursuant to this Agreement (to the extent not previously transferred to the District) and shall no longer collect or accept additional donations in connection with *Westchase District Parks Programming and Events* unless otherwise agreed to in writing between the District and WDCF.

**Section 6. Indemnification.** **TO THE FULLEST EXTENT ALLOWED BY LAW, THE WDCF SHALL AND DOES HEREBY, INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), INCURRED OR SUSTAINED BY THE DISTRICT, ARISING OUT OF, BY REASON OF OR IN CONNECTION WITH (I) ANY VIOLATION OR BREACH BY THE WDCF OF THE TERMS, COVENANTS, CONDITIONS, AGREEMENTS, REQUIREMENTS, RESTRICTIONS OR PROVISIONS OF THIS AGREEMENT, OR (II) ANY WORK OR THE EXERCISE BY THE WDCF OF THE RIGHTS GRANTED HEREBY.**

**Section 7. Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties. There have been and are no agreements, covenants, representations

or warranties between the parties other than those expressly stated or provided for herein. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on any party unless reduced to writing and signed by the parties.

**Section 8. Parties in Interest.** This Agreement shall be for the sole and exclusive benefit of the District and the WDCF and shall not be construed to confer any benefit or right upon any other party, including particularly any resident of the District or the WDCF.

**Section 9. Severability.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any other person or circumstance shall ever be held by any court of competent jurisdiction to contravene or be invalid under the constitution or laws of the State of Texas for any reason, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be enforced accordingly, and this Agreement shall remain in full force and effect, as construed. The remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to the other parties or circumstances shall not be affected thereby.

**Section 10. Authorization.** Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons whom such party is legally bound to obtain authorization, (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order or other law to which it is subject, and (iii) this Agreement is a binding and enforceable agreement on its part.

**Section 11. Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, such agreement being in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written herein.

WESTCHASE DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

WESTCHASE DISTRICT COMMUNITY FUND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_