

## RESOLUTION

### Establishing the Concordia Parks Neighborhood Committee

**WHEREAS**, in connection with the Planned Unit Development rezoning application C14-06-1075 (the "Rezoning") by East Avenue I.G., LP ("East Avenue") and the resulting rezoning of the 22-acres of real property located at 3400 N IH-35 (the "Property"), East Avenue made a cash contribution to the Austin Parks Foundation in the amount of \$700,000 for the benefit of the Hancock and Eastwoods neighborhoods (the "Funds"); and

**WHEREAS**, the Property is located within the Hancock neighborhood; and

**WHEREAS**, East Avenue secured the Rezoning for the purpose of developing a mixed-use development project on the Property (the "Project"); and

**WHEREAS**, because the Project is located near the Eastwoods neighborhood, as a courtesy HNA invited ENA to participate in a limited capacity in the negotiations and discussions concerning the Project and the Rezoning; and

**WHEREAS**, following the negotiations and discussions Austin Parks Foundation entered into an agreement with HNA and ENA, dated effective March 30, 2007, concerning the handling, use, and disbursement of the Funds (the "Agreement"); and

**WHEREAS**, HNA and ENA seek to work cooperatively to promote the interests of parks in the neighborhoods; and

**WHEREAS**, according to the terms of said agreement, the Funds are to be used for the purpose of improving and maintaining Eastwoods Park and Hancock Golf Course and related buildings and facilities; and

**WHEREAS**, HNA and ENA agree to designate a limited amount of the Funds to be used for improvement and maintenance of Eastwoods Park.

**NOW, THEREFORE, BE IT RESOLVED**, that a Concordia Parks Fund Neighborhood Committee (hereinafter, the "Committee") is hereby formed and authorized by the HNA and the ENA to be the sole entity to direct the handling, use, and disbursement of the Funds and to be the liaison between the Austin Parks Foundation and the HNA and the ENA for all purposes related to the management and expenditure of the Funds.

**BE IT FURTHER RESOLVED**, as follows:

1. The Committee will be in effect until all of the Funds have been specifically allocated.
2. The Committee will be comprised of five neighborhood representatives, three of which shall be appointed by HNA and two of which shall be appointed by ENA.



3. HNA and ENA will each elect its **initial member(s)** of the Committee no later than October 2007, by submitting to the other a letter **identifying** the names, addresses, and telephone number of the appointee or appointees. If either party fails to appoint its member or members to the Committee by that date, the appointed **members** of the Committee shall appoint the members necessary to fill the open seats on the **Committee**.
4. Each member of the Committee shall **serve** a minimum one year term, after which elections for the next term may be held by **each** neighborhood association for their respective representative Committee member or **members**. Each Committee **member** shall serve at the will of his or her neighborhood association and may be removed from appointment at any time by said association. There shall be no **limits** on the number of terms a Committee member may serve.
5. Each Committee member shall be **responsible** for securing a **positive** vote or authorization to act from his or her own neighborhood **association** for all actions taken by the Committee. Either a general authorization authorizing all **actions** related to the Funds and the Committee or a specific authorization for each action is **sufficient**.
6. No Funds shall be used for any purpose **without** the affirmative vote in favor of said purpose of a majority vote of the members of the **committee**.
7. Each Committee member shall be **responsible** for keeping his or her own neighborhood association informed about the status of all **projects** and purposes for which Funds are expended or allocated, and each Committee member shall report said expenditures and allocations to his or her neighborhood association at least once **each three months**.
8. The Committee shall meet at least once **each three months**.
9. 25% of the Funds shall be spent on **property, improvements, maintenance, or other permitted purposes** within the boundaries of the Eastwoods neighborhood, and the remainder of the Funds shall be spent for property, improvements, **maintenance, or other permitted purposes** within the boundary of the Hancock neighborhood.
10. For purposes of this Agreement, the **defined** term "Funds" shall not include additional monies generated for the parks projects as a **result of using** the Funds as matching monies, which additional funds and matching monies shall be **referred** to herein as the "Added Funds". Any and all Added Funds shall be subject to all of the **terms** as this Agreement, except that Added Funds restricted by the donor thereof for use for a **specific purpose** or project shall not be subject to the requirements of Paragraph 9 of this Agreement.
11. This Agreement may be modified or terminated **by** the majority vote of the full 5 member Parks Committee, or by the joint written consent **of both** HNA and ENA.



Approved this 15 day of Sep, 2007.

**HANCOCK NEIGHBORHOOD ASSOCIATION**

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

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Bart Whitley  
Vice President

**EASTWOODS NEIGHBORHOOD ASSOCIATION**

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

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Russell E. Jones  
President

Barbara Epstein

