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02399

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- (X) Other - Contingent upon receipt of tax increment

John H. Garcia
[Signature]

Date: October 17, 2000 City Controller of the City of Houston

FUND REF: N/A AMOUNT: N/A ENCUMB. NO.: NF 70008-01

City of Houston Ordinance No. 2000- 924

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, NORTH HARRIS MONTGOMERY COMMUNITY COLLEGE DISTRICT, REINVESTMENT ZONE NUMBER ELEVEN, CITY OF HOUSTON, TEXAS (GREENSPPOINT ZONE), AND GREATER GREENSPPOINT REDEVELOPMENT AUTHORITY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 25th day of October, 2000.

APPROVED this _____ day of _____, 2000.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 31 2000.

[Handwritten Signature]

City Secretary

(Prepared by Legal Dept. *[Handwritten Signature]*)

(CSL:csl 9/29/00

Assistant City Attorney

(Requested by Mayor Lee P. Brown)

(L.D. File No. 0349800386017)

U:\TIRZ\S\GREENSPT\NHMCCDAG.WPD

AYE	NO	
✓		MAYOR BROWN
....	COUNCIL MEMBERS
✓		TATRO
✓		GALLOWAY
✓		GOLDBERG
✓		BONEY
✓		TODD
✓		ELLIS
✓		KELLER
✓		VASQUEZ
✓		CASTILLO
✓		PARKER
✓		QUAN
✓		SANCHEZ
✓		BELL
✓		ROBINSON
CAPTION	ADOPTED	

MAY 017 Rev. 1/00

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: OCT 31 2000

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

I. PARTIES

A. Address.

THIS INTERLOCAL AGREEMENT ("*Agreement*") is made by and between the **CITY OF HOUSTON, TEXAS** ("*City*"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council; the **NORTH HARRIS MONTGOMERY COMMUNITY COLLEGE DISTRICT** ("*NHMCCD*"), located at 250 North Sam Houston Parkway East, Houston, Texas 77060; the **REINVESTMENT ZONE NUMBER ELEVEN, CITY OF HOUSTON, TEXAS** (the "*Greenspoint Zone*"), a reinvestment zone created by the City of Houston pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors and the **GREATER GREENSPPOINT REDEVELOPMENT AUTHORITY**, (the "*Authority*") a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Transportation Code, and authorized and approved by the City under Resolution No. 1999-40 adopted by the City Council of the City . This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Section 311.013 of the Texas Tax Code.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

City

NHMCCD

Director of Planning and
Development Department
or Designee
P.O. Box 1562
Houston, Texas 77251

North Harris Montgomery Community College District
Vice Chancellor and CFO for Business Affairs
250 North Sam Houston Parkway East
Houston, Texas 77060

Greenspoint Zone

Authority

Greater Greenspoint Reinvestment Zone
16825 Northchase Drive, Suite 720
Houston, Texas 77060

Greater Greenspoint Redevelopment Authority
16825 Northchase Drive, Suite 720
Houston, Texas 77060

B. Index.

The City, NHMCCD, the Greenspoint Zone and the Authority hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section</u>	<u>Description</u>	<u>Page</u>
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Exhibit A — City of Houston Ordinance No. 98-713

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City, NHMCCD, the Greenspoint Zone and the Authority

have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF HOUSTON

**NORTH HARRIS MONTGOMERY
COMMUNITY COLLEGE DISTRICT**

By: Lee P. Brown
Mayor Date

By: Regina Caldwell
Chairman, Board of Trustees Date

ATTEST/SEAL:

ATTEST/SEAL:

By: Cora Russell
City Secretary Date 2/13/01

By: Stephanie Marquard
Secretary, Board of Trustees Date

COUNTERSIGNED:

COUNTERSIGNED:

By: Shirley N. Garcia
Pete M. Stranick 2/13/01
City Controller Date

By: Steve P. Pilecki
Chancellor Date

APPROVED:

APPROVED AS TO FORM:

By: [Signature]
Director Date

By: Sandra M. Mular 7/13/00
Attorney Date

[Signature] PLANNING AND DEVELOPMENT
APPROVED AS TO FORM:

By: Dorothy E. K. Dyer
Sr. Assistant City Attorney Date
L.B. No. 349637804

**REINVESTMENT ZONE NUMBER
ELEVEN, CITY OF HOUSTON, TEXAS
(Greenspoint Zone)**

By:  7/11/00
Chairman, Board of Directors Date

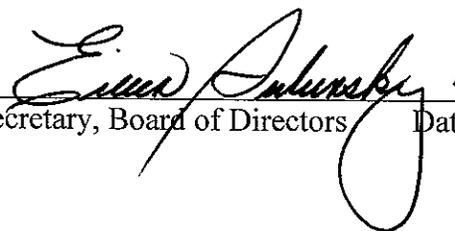
ATTEST/SEAL:

By:  7/11/00
Secretary, Board of Directors Date

**GREATER GREENSPPOINT REDEVELOPMENT
AUTHORITY (the Authority)**

By:  7/11/00
Chairman, Board of Directors Date

ATTEST/SEAL:

By:  7/11/00
Secretary, Board of Directors Date

[The remainder of this page is intentionally left blank.]

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Administrative Costs” means the costs of organizing the Greenspoint Zone and the Authority, the costs of operating the Greenspoint Zone and the Authority, and the imputed administrative costs associated with the Greenspoint Zone and the Authority, including reasonable charges for the time spent by employees of the City in connection with the implementation of the Project Plan.

“Agreement” means this agreement between the City, NHMCCD, the Authority and the Greenspoint Zone.

“Agreement Term” is defined in Section VI.

“Authority” means the Greater Greenspoint Redevelopment Authority, a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Transportation Code, and authorized and approved by the City under Resolution No. 1999-40

“Captured Appraised Value” means the captured appraised value of the Greenspoint Zone as defined by Chapter 311, Texas Tax Code.

“City” is defined in Section I of this Agreement and includes its successors and assigns.

“Countersignature Date” means that date shown as the date countersigned by the City Controller on the signature page of this Agreement.

“NHMCCD” is defined in Section I of this Agreement and includes its successors and assigns.

"NHMCCD Tax Increment Participation" means the amount of the NHMCCD tax levy on the Captured Appraised Value which NHMCCD agrees to contribute to the Greenspoint Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Greenspoint Area" shall mean the Greenspoint area of the City and neighboring areas, as more particularly described in City of Houston Ordinance No. 98-713.

"Greenspoint Zone" means Reinvestment Zone Number Eleven, City of Houston, Texas (Greenspoint) created by the City on August 26, 1998 by Ordinance No. 98-713 and includes its successors and assigns.

"Project Plan" means the project plan and reinvestment zone financing plan for the Greenspoint Zone adopted by the Board of Directors of the Greenspoint Zone and approved by the City Council of the City.

"Revenue Fund" means the fund to be created by the Authority for the Greenspoint Zone pursuant to the Agreement by and between the City of Houston, Texas, Reinvestment Zone Number Eleven, City of Houston, Texas, and the Greater Greenspoint Redevelopment Authority approved December 28, 1999.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Greenspoint Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, or the Texas Education Code, as applicable.

III. BACKGROUND

By Ordinance No. 98-713, adopted August 26, 1998, the City created the Greenspoint Zone for a period of thirty (30) years for the purposes of development and redevelopment in the Greenspoint Area. By Resolution No. 1999-40, the City Council authorized the creation of the

Authority to aid the City with respect to the common good and general welfare of Greater Greenspoint area. Subsequently, the City, the Greenspoint Zone and the Authority entered into an Agreement dated December 21, 1999, which was approved by Ordinance No. 1999-1381 (the "*Greater Greenspoint Agreement*"), pursuant to which the City delegated to the Authority the power and authority to administer the Greenspoint Zone and to receive the tax increment participation on behalf of the Greenspoint Zone. The City currently contributes one hundred percent (100%) of its tax increments produced in the Greenspoint Zone to the Tax Increment Fund. NHMCCD desires to participate in the Greenspoint Zone in consideration for the agreements set forth below.

IV. OBLIGATIONS OF NHMCCD

A. Tax Increment Participation by NHMCCD.

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, NHMCCD agrees to participate in the Greenspoint Zone by contributing one hundred percent (100%) of the tax increment produced in the Greenspoint Zone attributable to NHMCCD to the Tax Increment Fund during the term of this Agreement.

B. Tax Increment Limitation.

Subject to the limitations set out in this Agreement, the amount to be contributed by NHMCCD (the "*NHMCCD Tax Increment Participation*") is the amount of taxes collected by NHMCCD each year during the term of this Agreement at an NHMCCD tax rate of \$0.1198 per \$100 valuation on the Captured Appraised Value. If the NHMCCD tax rate is less than \$0.1198 per \$100 valuation, then the NHMCCD Tax Increment Participation is the total amount of taxes collected by NHMCCD at the actual tax rate of NHMCCD on the Captured Appraised Value. Taxes collected by result of an NHMCCD tax levy at a tax rate greater than \$0.1198 per \$100 valuation shall be retained by NHMCCD.

NHMCCD's Tax Increment Participation and obligation to participate in the Greenspoint Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Greenspoint Zone. NHMCCD shall not be obligated to pay its NHMCCD Tax Increment Participation from other NHMCCD taxes or revenues or until the NHMCCD Tax Increment Participation in the Greenspoint Zone is actually collected. The obligation to pay the NHMCCD Tax Increment Participation shall accrue as taxes representing the NHMCCD tax increment are collected by NHMCCD and payment shall be due on the first day of each calendar quarter; provided, however, that NHMCCD agrees to make the initial payment for the 1999 NHMCCD Tax Increment Participation within sixty (60) days of execution of this Agreement by the parties. The City and the Greenspoint Zone agree that no interest or penalty will be charged to NHMCCD.

C. Expansion of Greenspoint Zone.

The obligation of NHMCCD to participate in the Greenspoint Zone is limited to the area described in Exhibit A attached hereto. NHMCCD's participation shall not extend to the tax increment on any additional property added to the Greenspoint Zone by the City unless NHMCCD approves the participation by action of its Board of Trustees.

D. Board of Directors.

Notwithstanding anything to the contrary in City of Houston Ordinance No. 98-713 which created the Greenspoint Zone, NHMCCD shall have the unequivocal right to appoint to and maintain one (1) member on the Greenspoint Zone Board of Directors.

V. OBLIGATIONS OF THE CITY, THE AUTHORITY AND GREENSPPOINT ZONE

A. Project Plan.

The parties agree that the Chancellor of NHMCCD shall be permitted to review and comment upon any amendments to the Greenspoint Zone Project Plan before the amendments are

submitted to the City Council for City approval. The current Greenspoint Zone Project Plan provides for and any amendment thereto shall provide for the construction of an NHMCCD facility to be used by NHMCCD for education, training and/or administration (the "*Facility*") within or to serve the Greenspoint Zone.

B. Financing and Construction of the Facility.

Upon request by NHMCCD and subject to the other conditions hereof, the Greenspoint Zone and the Authority agree to construct/provide the Facility for NHMCCD and to make funds available to pay for the NHMCCD Facility Debt, as defined hereinafter, in an amount not to exceed the Maximum Cost (defined below), or to cause the Facility to be constructed and the funds to be paid, provided that applicable laws or the interpretation of those laws do not prohibit such financing and construction by the Greenspoint Zone, the Authority or the City. NHMCCD shall have the option, alone or as a joint project with other entities, to (a) finance and construct/provide the Facility or (b) cooperate with the party(ies) of NHMCCD's choice to finance and construct/provide the Facility. NHMCCD shall have the right to review and approve all plans and specifications for the Facility prior to any construction/provision by the Greenspoint Zone. The Greenspoint Zone and/or the Authority may provide the Facility as part of a convocation/convention facility if approved by NHMCCD. Under either option, the Greenspoint Zone/Authority funds may be used to pay the actual costs to acquire the site, to acquire and/or design and construct/provide the Facility, or to pay the principal and interest on the debt incurred by NHMCCD for the Facility ("*NHMCCD Facility Debt*"), provided that the Greenspoint Zone and the Authority shall never be required to pay more than the Maximum Cost. If the Maximum Cost for the Facility as approved by NHMCCD is not adequate to pay the NHMCCD Facility Debt, NHMCCD shall pay the deficit from NHMCCD available funds.

"Maximum Cost" shall mean \$7,500,000 if the design of the Facility commences in years 2000 through 2010, and if the design of the Facility commences after December 31, 2010, Maximum Cost shall mean the greater of \$7,500,000 or one-half of the cumulative total NHMCCD Tax Increment Participation at the time that the design of the Facility is commenced. All monies used to finance and construct the Facility shall come from or be financed by the tax increments attributable to one-half of the NHMCCD Tax Increment Participation which have been collected and paid into the Revenue Fund by the City. Notwithstanding anything herein to the contrary, neither the Zone or the Authority shall be required to provide funds for construction of the Facility or for the Facility Debt other than those funds attributable to one-half of the NHMCCD Tax Increment Participation which has been collected and paid into the Revenue Fund.

The Greenspoint Zone and/or the Authority shall make funds available or cause funds to be made available for the NHMCCD Facility Debt up to the Maximum Cost, subject to the following conditions:

- (a) the financial advisor for the Authority determines that the cumulative total of one-half of the tax increments attributable to NHMCCD Tax Increment Participation which have been collected and paid into the Revenue Fund by the City plus estimated revenues from one-half of the tax increments attributable to the NHMCCD Tax Increment Participation as projected by the Authority are sufficient to retire the debt on the Facility and to establish a reasonable reserve for payment of debt service;
- (b) the Authority obtains approval for the sale of bonds for the purpose of designing and financing the Facility from all applicable authorities;
- (c) according to the attorney and financial advisor for the Authority, the sale of the bonds to finance the Facility is economically feasible; and

(d) according to the financial advisor for Authority, the issuance of bonds is feasible from a marketing standpoint.

The City shall never be obligated to expend any funds to finance and construct/provide the Facility other than those tax increments attributable to one-half of the NHMCCD Tax Increment Participation which have been collected and paid into the Tax Increment Fund. The obligation of the Greenspoint Zone, the Authority and the City to construct/provide the Facility or cause the Facility to be provided shall be contingent on the timely and full payment of NHMCCD's Tax Increment Participation.

The NHMCCD Tax Increment Participation may be used to pay for other project costs, Administrative Costs, the principal and interest on the debt, and such other costs of the Zone as allowed by law, subject to the Greenspoint Zone's obligation to provide the Maximum Cost of the NHMCCD Facility Debt. The City, the Authority and the Greenspoint Zone shall be entitled to enter into any other agreements and to pay Project Costs, principal and interest on bonds, and other obligations from the tax increments paid into the Tax Increment Fund by the City, Harris County and other participating taxing jurisdictions without the consent of NHMCCD.

The City, the Authority and the Greenspoint Zone reserve the right to impose yield restrictions and enter into covenants with the holders of bonds and notes of the Greenspoint Zone and/or the Authority with respect to the investment and reinvestment of all Zone/Authority revenues, including the NHMCCD Tax Increment Participation, if, in the opinion of nationally recognized bond counsel, such action is necessary to avoid any bonds issued for Greenspoint Zone projects being classified as "arbitrage bonds" under the provisions of the Internal Revenue Code of 1986.

C. Control of the Facility.

The parties agree that all decisions regarding the use of and the educational content to be provided by NHMCCD at the Facility in or to serve the Greenspoint Zone will be in the control of NHMCCD. Nothing in this subsection shall be construed to relieve NHMCCD of the obligation to comply with all City ordinances and regulations applicable to the construction and operation of any facility by or on behalf of NHMCCD.

VI. TERM AND TERMINATION

A. Agreement Term.

This Agreement shall become effective as of the date of the final signature hereto and shall remain in effect until December 31, 2028. The first payment of increment taxes by NHMCCD under this Agreement shall be for those taxes levied by NHMCCD in the year 1999, and the last payment by NHMCCD under this Agreement is for those taxes levied by NHMCCD in the year 2028.

B. Disposition of Tax Increments.

Upon termination of the Greenspoint Zone and when all Greenspoint Zone debt has been paid, the City, the Authority and the Greenspoint Zone shall pay to NHMCCD all monies remaining in the Tax Increment Fund that are attributable to the NHMCCD Tax Increment Participation paid into the Tax Increment Fund and shall pay to the City all monies then remaining in the Tax Increment Fund attributable to the City.

VII. MISCELLANEOUS

A. Severability.

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice NHMCCD, the City, the Authority or the Greenspoint Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on NHMCCD's contributions or participation, then this Agreement shall be void as to NHMCCD, and NHMCCD shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement.

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment.

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt

requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. Non-Waiver.

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

F. Assignment.

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors.

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City, the Authority or the Greenspoint Zone or of any trustee, officer, agent or employee of NHMCCD.

H. No Waiver of Immunity.

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

Exhibit "A"

City of Houston, Texas, Ordinance No. 98-713

AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF HOUSTON (GREATER GREENSPOINT AREA) AS REINVESTMENT ZONE NUMBER ELEVEN, CITY OF HOUSTON, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that City of Houston ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided written notice of the public hearing on the creation of the proposed zone, complying with the requirements of Chapter 311, Texas Tax Code, to the governing body of all taxing units levying taxes on property in the proposed zone; and

WHEREAS, a notice of the August 5, 1998, public hearing on the creation of the proposed zone was published on July 28, 1998, in the Houston Chronicle, a newspaper of general circulation in the City; and

WHEREAS, Harris County, pursuant to Section 311.003, Texas Tax Code, has waived the Tax Code requirement that it receive sixty (60) days notice of the public hearing on the creation of the proposed zone; and

WHEREAS, the Aldine Independent School District, pursuant to Section 311.003, Texas Tax Code, has waived the requirement that it receive sixty (60) days notice of the public hearing on the creation of the proposed zone; and

WHEREAS, at the public hearing on August 5, 1998, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code, and no one appeared or presented evidence in opposition to the creation of the proposed zone; and

WHEREAS, no owner of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone; and

WHEREAS, the total appraised value of taxable real property in the proposed zone and all other reinvestment zones previously created by the City is approximately \$1,298,670,222; and

WHEREAS, the total appraised value of taxable real property in the City and in the industrial districts created by the City exceeds \$55,657,015,880; and

WHEREAS, the total appraised value of taxable real property taxable by Harris County, in which the proposed zone is located, is approximately \$95,985,043,000; and

WHEREAS, the total appraised value of real property taxable by the Aldine Independent School District, in which the proposed zone is located, is \$3,719,610,000; and

WHEREAS, the total area within the proposed zone is approximately 2,683 acres, excluding property that is publicly owned; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains (i) substantial areas that are predominantly open and underdeveloped, and lack public water distribution, wastewater collection and storm drainage facilities and, (ii) a substantial number of substandard, slum, deteriorated, or deteriorating structures or other improvements, both of which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

- (1) That the proposed zone is a contiguous geographic area located wholly within the corporate limits of the City of Houston;
- (2) That the total appraised value of taxable real property in the proposed zone, and in the City's existing reinvestment zones, does not exceed fifteen percent of the total appraised value of taxable real property in the City and in the industrial districts created by the City;
- (3) That the proposed zone does not contain more than fifteen percent of the total appraised value of real property taxable by Harris County or the Aldine Independent School District; and
- (4) That the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

Section 2. Exception to Guidelines

That the City hereby excepts the proposed zone from compliance with any City tax increment reinvestment zone guidelines established by the City pursuant to Resolution No. 90-203 that are applicable to the proposed zone and that the zone does not satisfy. Section 1 of Resolution No. 90-203 specifically authorizes the City Council to grant exceptions on a zone-by-zone basis.

Section 3. Designation of the Zone

That the City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), does hereby designate as a reinvestment zone, and create and designate a reinvestment

zone over, the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B" to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number Eleven, City of Houston, Texas, (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(5) of the Texas Tax Code.

Section 4. Board of Directors

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the appointment is received by the City. Failure of a taxing unit to appoint a director by January 1, 2000, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, if more than four taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15). The City shall be entitled to appoint a person to one position of each of the two positions created as a result of more than four taxing units appointing directors, which position shall be filled as provided below.

The Mayor is hereby authorized to nominate and appoint the directors to Positions One through Five of the Board of Directors, any position unfilled on January 1, 2000, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

The directors appointed to odd-numbered positions shall be appointed for two year terms, beginning on the effective date of this Ordinance, while the directors appointed to even-numbered positions shall be appointed to a one year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position Three is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax

Increment Fund established pursuant to Section 7 of this Ordinance, subject to the approval of the Director of the Finance and Administration Department, that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

Section 5. Duration of the Zone

That the Zone shall take effect on January 1, 1999, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 7 of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2028, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 6. Tax Increment Base

That the Tax Increment Base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 1998, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 7. Tax Increment Fund

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed

by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

Section 8. Severability

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become

inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 9. Open Meetings

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. Notices

The contents of the notice of the public hearing, which hearing was held before the City Council on August 5, 1998, and the publication of said notice, are hereby ratified, approved and confirmed.

Section 11. Emergency

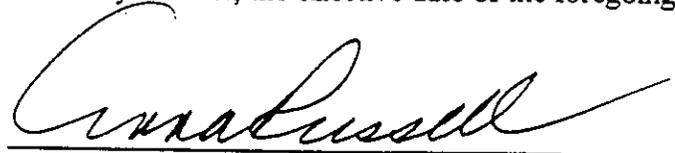
There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days of its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 26th day of August, 1998.

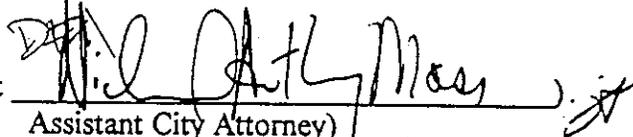
APPROVED this _____ day of _____, 1998.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 01 1998.



City Secretary

(Prepared by Legal Dep't W. L. O'Neil Assistant City Attorney) 
(MAM/mam 08/24/98)
(Requested by Robert Litke, Director, Planning and Development Department)
L.D. No. 34-98051-01

AYE	NO	
✓		MAYOR BROWN
••••	••••	COUNCIL MEMBERS
✓		TATRO
		ABSENT-CITY BUSINESS YARBROUGH
✓		WONG
✓		BONEY
✓		TODD
✓		DRISCOLL
		Absent due to illness in family KELLEY
		ABSENT FRAGA
✓		CASTILLO
✓		PARKER
✓		ROACH
✓		SANCHEZ
✓		BELL
✓		ROBINSON
		CAPTION ADOPTED

**DESCRIPTION OF BOUNDARY
PROPOSED GREENSPPOINT TIRZ**

August, 1998

Beginning at the intersection of the Houston city limit line and the east right-of-way line of I-45 (North Freeway), said point of beginning being also on the projection of the property line common to the METRO Kuykendahl Park and Ride and the apartment complex immediately to the north of METRO;

Thence, south 2400 along the east right-of-way line of I-45 and said city limit line to a property line to the east;

Thence, east 300 feet along said property line to a property line to the south;

Thence, south along said property line to the south right-of-way line of Rankin Road;

Thence, west along said right-of-way line to the west right-of-way line of I-45;

Thence, south 8500 feet along said right-of-way line and said city limit line to a property line to the west;

Thence, leaving said city limit line, west 500 feet along said property line to a property line to the south;

Thence, south 370 feet along said property line to a property line to the west;

Thence, west along said property line to the east right-of-way line of Northborough Drive;

Thence, south along said right-of-way line to the south right-of-way line of Glenborough Road;

Thence, east 700 feet along said right-of-way line to the projection of a property line to the north;

Thence, north 600 feet along said property line to a property line to the east;

Thence, east along said property line to the west right-of-way line of I-45, said right-of-way line being also the Houston city limit line;

Thence, south along said right-of-way line and said city limit line to the projection of the north right-of-way line of Greens Road;

Thence, along said projected line to the north right-of-way of Greens Road;

Thence, east 5400 feet with said city limit line, along said right-of-way line across Greens Bayou to a property line to the north said property line also being the Houston city limit line;

Thence, north 930 feet along said property line to the projection of a property line to the east;

Thence, east 2150 feet along said line projection to a property line to the south;

Thence, south along said property line with the Houston city limit line, to the north right-of-way line of Briar Willow Road;

Thence, east along said north right-of-way line to the east right-of-way line of Wayforest Drive;

Thence, south along said right-of-way line to the north right-of-way line of Langwick Road;

Thence, east along said north right-of-way line and said city limit line to the west right-of-way line of the Missouri Pacific Railroad;

Thence, south continuing along said right-of-way line to the north right-of-way line of North Belt East;

Thence, west 3450 feet along said right-of-way line and leaving said city limit line to a projection of a property line to the north;

Thence, north along said projected line crossing an H.L.&P. Fee Strip and continuing to the north right-of-way line of Benmar Street;

Thence, west 330 feet along said north right-of-way line to a property line to the north;

Thence, north along said property line to the south right-of-way line of Greens Bayou;

Thence, west along said south right-of-way to the east right-of-way line of Imperial Valley Drive;

Thence, south 1150 feet along said east right-of-way line, crossing Benmar Street, to a property line to the west;

Thence, west along said property line projected to the east right-of-way line of Ronan Road;

Thence, south along said right-of-way line to the north right-of-way line of North Belt East;

Thence, west 400 feet along said line to a property line to the north;

Thence, north 150 feet along said line to a property line to the west;

Thence, west along said line to the centerline of a drainage channel;

Thence, north 500 feet along said centerline to a property line to the west;

Thence, west along said line to the east right-of-way line of Northchase Drive;

Thence, north along said right-of-way line to the north right-of-way line of Benmar Drive;

Thence, east along said north right-of-way line to the centerline of a drainage channel;

Thence, north along said centerline to a property line common with a City of Houston Wastewater Treatment Facility to the north;

Thence, west along said common line to the west right-of-way line of Northchase Drive;

Thence, north along said right-of-way line to south right-of-way line of Greens Road;

Thence, west along said south line to the west right-of-way line of Greenspoint Drive;

Thence, south along said right-of-way line to the north right-of-way line North Belt East;

Thence, east along said right-of-way line to the west right-of-way line of Northchase Drive;

Thence, south along the projection of the aforementioned west right-of-way line crossing North Belt east and continuing along the west right-of-way line of Northchase Drive to the north right-of-way line of a drainage channel (H.C.F.C.D. P-144-00-00);

Thence, east along said right-of-way line to the west property line of the site for a City of Houston Water Facility (Formerly Greens P.U.D. #1);

Thence, north along said west line to the north property line of the aforementioned site;

Thence, east along said property line to the east property line of the aforementioned site;

Thence, south along said property line to the north right-of-way line of the aforementioned drainage channel (H.C.F.C.D. P-144-00-00);

Thence, east 4600 feet along said right-of-way line crossing Imperial Valley Drive and Spence Road and continuing to a property line to the north;

Thence, north along said property line to the south right-of-way line of North Belt East;

Thence, east along said right-of-way line to the west right-of-way line of the Missouri Pacific Railroad, said line being also the Houston city limit line ;

Thence, south along said right-of-way line to the south right-of-way line of Aldine Bender (F.M. 525);

Thence, west along said right-of-way line and continuing with the Houston city limit line to the east right-of-way line of Wagon Road;

Thence, south along said east right-of-way line to the centerline of a drainage channel;

Thence, east along said centerline to the east right-of-way line of Imperial Valley Drive;

Thence, south along said right-of-way line to the south right-of-way line of Goodson Road;

Thence, west along said right-of-way line to the east right-of-way line of Chipman Street;

Thence, south along said right-of-way line to the south right-of-way line of Hardwicke Street;

Thence, west along said south right-of-way line to the west property line of Green Ridge North subdivision, said line being also the east property line of a commercial center fronting Airline Drive;

Thence, south along said property line to the north right-of-way line of West Road;

Thence, west along said right-of-way line to the west right-of-way line of I-45 (North Freeway), said line being also the Houston city limit line;

Thence, north 4900 feet along said right-of-way line and continuing with the Houston city limit line to the south property line of the Metro Fallbrook Bus Operating Facility site;

Thence, west 1650 feet along said property line and the Houston city limit line to the west property line of the aforementioned site;

Thence, north 3700 feet along said property line, with the Houston city limit line, crossing Fallbrook Drive to a point on the south right-of-way line of a H.L.&P. Fee Strip;

Thence, west following the Houston city limit line, and said south right-of-way line, to the south right-of-way line of North Belt West;

Thence, west along said south right-of-way line crossing Ella Boulevard to the intersection of the southern projection of the west property line of a City of Houston water facility;

Thence, north 1150 feet along said line crossing North Belt West, continuing with the Houston city limit line, to the northwest property corner of said site;

Thence, west, continuing with said city limit line, along the projection of the south property line of a series of apartment complexes;

Thence, continuing along said south property line, and the projection of said line, following the Houston city limit line, crossing Greens Bayou 400 feet to the east property line of a series of homes fronting on Lilleaux Road;

Thence, north along said east property line, following the Houston city limit line, to a turn to the west;

Thence, west following said city limit line to the east right-of-way line of Lilleaux Road;

Thence, north along said right-of-way line and said city limit line to a turn to the east;

Thence, east, leaving said right-of-way line and following said city limit line to the east property line of a series of homes fronting on Lilleaux Road;

Thence, north along said east property line, with said city limit line, to the south right-of-way line of Gears Road;

Thence, east along said right-of-way line and continuing with the Houston city limit line, to the north right-of-way line of Greens Bayou;

Thence, northerly along said right-of-way line to the north right-of-way line of West Greens Loop Road;

Thence, east along said right-of-way line and said city limit line to the north right-of-way line of Greens Road;

Thence, east 100 feet along said right-of-way line to a property line to the north;

Thence, north along said line and with the Houston city limit line to a point approximately 800 feet north of Greens Road;

Thence, west continuing with the said city limit line to the westerly right-of-way line of Greens Bayou;

Thence, northeasterly 2000 feet along said right-of-way line and continuing with said city limit line to the projection of a property line to the south;

Thence, south down said property line to the north right-of-way line of Greens Road;

Thence, east 500 feet along said right-of-way line to a property line the north;

Thence, north along said property line, continuing with said city limit line to a point in the south right-of-way line of Meadow Fern Road, then crossing Meadow Fern Road, continuing with said city limit line to a point in the south right-of-way line of Greens Bayou;

Thence, north crossing Greens Bayou 1200 feet to a property line to the west;

Thence, west 2080 feet along said property line to a property line to the north;

Thence, north along said property line and continuing with said city limit line to the south right-of-way line of Rush Creek Road;

Thence, west along said right-of-way line to the east right-of-way line of Spears-Gears Road;

Thence, north 2900 feet along said right-of-way line, crossing West Rankin Road to the south property line of Cranbrook subdivision;

Thence, east 2000 feet along said property line and a projection of said line, crossing Ella Boulevard to a property line to the north;

Thence, north 750 feet following said city limit line and said property line to a property line to the east;

Thence, east continuing along the Houston city limit line and said property line to a point in the southwesterly right-of-way line of the North Fork of Greens Bayou;

Thence, southeasterly 250 feet along said right-of-way line to a property line to the south;

Thence, south 600 feet along said property line to a property line to the east said line being the Houston city limit line;

Thence, east along the Houston city limit line to the westerly right-of-way line of Kuykendahl Road;

Thence, northerly along said right-of-way line to the Houston city of limit line as it leaves Kuykendahl Road;

Thence, north along said city limit to the north line of the METRO Kuykendahl Park and Ride;

Thence, east along said north line, continuing with said city limit line, crossing I-45 (North Freeway) to a point in the east right-of-way line of said I-45, said point being THE POINT OF BEGINNING of the herein described boundary;

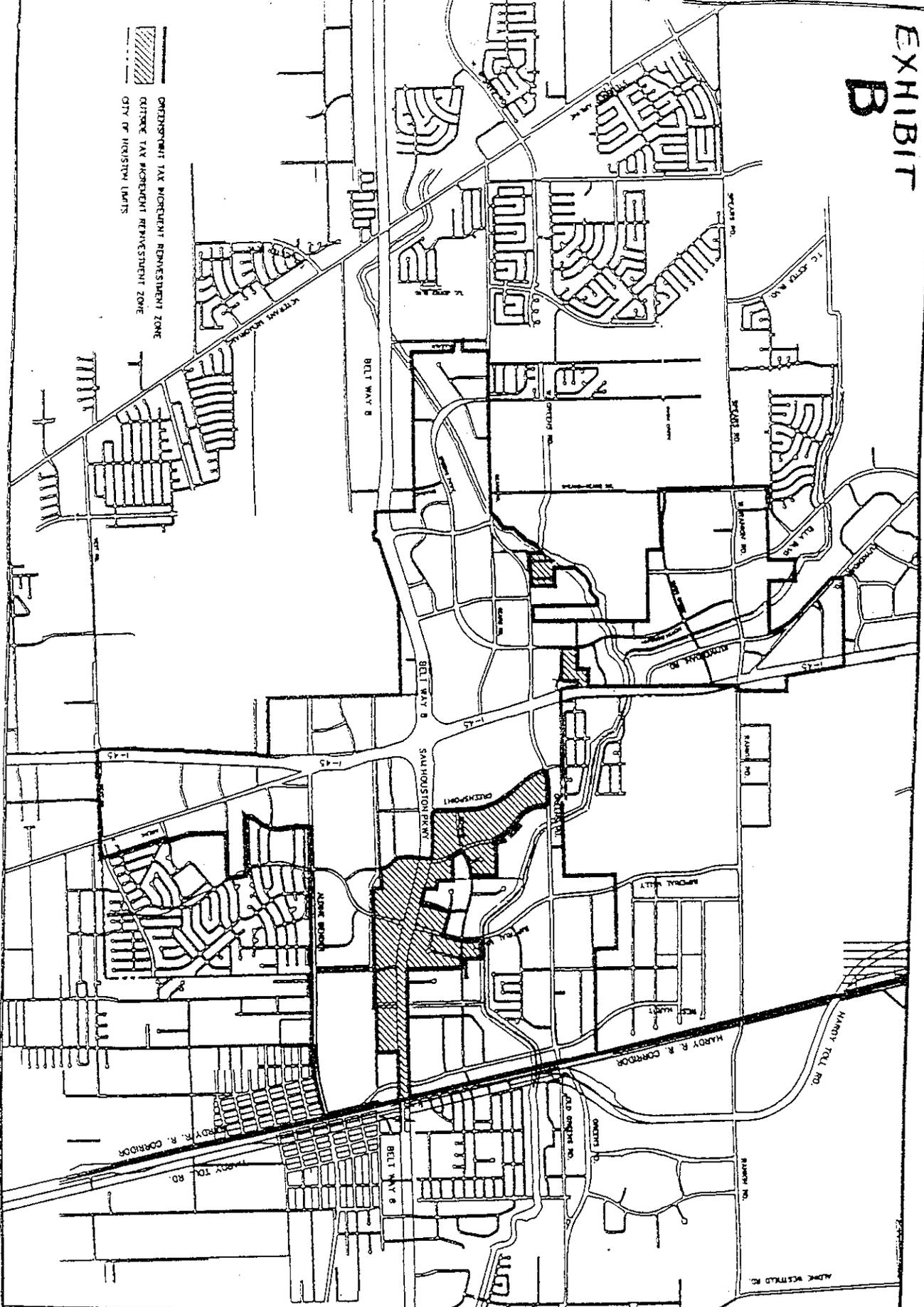
The foregoing description of the boundary of the Greater Greenspoint Tax Increment Reinvestment Zone (TIRZ) was prepared by Montgomery & Associates (Houston, Texas) in August, 1998, under the supervision of R. Gary Montgomery, P.E. Whereas it is not a metes and bounds description, it is a general description that can be followed on the ground to define the boundary of the TIRZ.


R. Gary Montgomery, P.E.
August 25, 1998

8/25/98



EXHIBIT B



 GREENPOINT TAX INCREMENT REINVESTMENT ZONE
 EXTERIOR TAX INCREMENT REINVESTMENT ZONE
 CITY OF HOUSTON LIMITS

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K&A
 Kenneth Ruff & Associates, Inc.
 Architects • Engineers • Surveyors
 1441 West Loop West, Suite 1000
 Houston, Texas 77060-2800
 713-621-1000



Greenpoint Tax Increment Reinvestment Zone Boundary Map

Exhibit B

 Date: 08/30/98