

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

## INTERLOCAL AGREEMENT

### I. PARTIES

#### A. Address

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and among 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; **HARRIS COUNTY** and the **HARRIS COUNTY FLOOD CONTROL DISTRICT**, bodies corporate and politic under the laws of the State of Texas, acting by and through their governing body, the Harris County Commissioners Court; **REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS** ("Midtown 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 **MIDTOWN REDEVELOPMENT AUTHORITY** ("Redevelopment Authority"), a local government corporation created by the City of Houston pursuant to chapter 431 of the Texas Transportation Code, acting by and through its board of directors. This Agreement is made pursuant to chapter 791 of the Texas Government Code and chapter 311 of the Texas Tax Code.

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

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

Harris County  
Harris County  
Harris County Administration Building  
1001 Preston Avenue, Ninth Floor  
Houston, Texas 77002  
Attention: Director, Department of Management  
Services

Midtown Zone  
Reinvestment Zone No. Two,  
City of Houston, TX  
Bienville Building  
3401 Louisiana, Suite 355  
Houston, Texas 77002  
Attention: F. Charles LeBlanc

Harris County Flood Control District  
Harris County Flood Control District  
Harris County Administration Building  
1001 Preston Avenue, Ninth Floor  
Houston, Texas 77002  
Attention: Director, Department of Management  
Services

Redevelopment Authority  
Midtown Redevelopment Authority  
Bienville Building  
3401 Louisiana, Suite 355  
Houston, Texas 77002  
Attention: F. Charles LeBlanc

**B. Index**

The City, Harris County, the Harris County Flood Control District, the Midtown Zone and the Redevelopment Authority hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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APPROVED AS TO FORM:

HARRIS COUNTY

MICHAEL A. STAFFORD  
County Attorney

By   
NICHOLAS J. LYKOS  
Senior Assistant County Attorney

By   
ROBERT ECKELS  
County Judge

Date Signed: MAR 20 2001

**REINVESTMENT ZONE NUMBER  
TWO, CITY OF HOUSTON, TEXAS  
(Midtown Zone)**

**ATTEST/SEAL:**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Directors

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**MIDTOWN REDEVELOPMENT  
AUTHORITY**

**ATTEST/SEAL:**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman, Board of Directors

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary, Board of Directors

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## II. DEFINITIONS

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

“Agreement” means this agreement by and among the City, Harris County, the Harris County Flood Control District, the Midtown Zone and the Redevelopment Authority.

“Agreement Term” is defined in Section VI.

“Captured Appraised Value” means the captured appraised value of the Midtown 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 that this Agreement is countersigned by the City Controller on page 3 of this Agreement.

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

“Harris County Flood Control District” is defined in Section 1 of this Agreement and includes its successors and assigns.

“Harris County Tax Increment Participation” means the amount of the Harris County contribution to the Midtown Zone pursuant to Section IV of this Agreement.

“Harris County Flood Control District Tax Increment Participation” means the amount of the Harris County Flood Control District contribution to the Midtown Zone pursuant to Section IV of this Agreement.

“Midtown Zone” means Reinvestment Zone Number Two, City of Houston, Texas, created by the City on December 14, 1994 by Ordinance No. 94-1345, and as enlarged by Ordinance No. 95-1322 on December 13, 1995 and Ordinance No. 1999-849 on August 11, 1999, and includes its successors and assigns.

"Project Plan" means the project plan and reinvestment zone financing plan for the Midtown Zone adopted by the board of directors of the Midtown Zone and approved by the City Council of the City on May 28, 1997 by City of Houston Ordinance No. 97-600, and as amended by City of Houston Ordinance No. 97-1338 on October 22, 1997 and by Ordinance No. 1999-850 on August 11, 1999.

"Redevelopment Authority" means the Midtown Redevelopment Authority, a not-for-profit local government corporation acting on behalf of the City.

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

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

### **III. BACKGROUND**

On December 14, 1994, the City created the Midtown Zone, by adoption of City of Houston Ordinance No. 94-1345, for the purposes of development and redevelopment in the Midtown Area. The Midtown Zone was enlarged on December 13, 1995 by Ordinance No. 95-1322 and on August 11, 1999 by Ordinance No. 1999-849. The Board of Directors of the Midtown Zone initially adopted a project plan and reinvestment zone financing plan, which was approved by the City on May 28, 1997 by City of Houston Ordinance No. 97-600, and amended on October 22, 1997 by City of Houston Ordinance No. 97-1338 and on August 11, 1999 by City of Houston Ordinance No. 1999-850. The City has agreed to participate in the Midtown Zone by contributing tax increments produced in the Midtown Zone to the Tax Increment Fund. On June 6, 1995, the Commissioners Court of Harris County acting on behalf of Harris County and the Harris County Flood Control District approved an order (the

"Order") to participate in the original boundaries of the Midtown Zone to the extent of fifty percent (50%) of its tax increment in the Midtown Zone. On November 14, 1995, the Commissioners Court of Harris County acting on behalf of Harris County and the Harris County Flood Control District approved an order (the "Nunc Pro Tunc Order") to correct the prior order to increase its participation in the original boundaries of the Midtown Zone, as described in City of Houston Ordinance No. 94-1345, to one-hundred percent (100%), effective January 1, 1996, through and including the tax year 2025. The parties now desire to enter into an interlocal agreement pursuant to TEX. TAX CODE ANN. § 311.013(f).

The City and the Midtown Zone entered into an agreement with the Redevelopment Authority pursuant to which the City and the Midtown Zone have agreed to pay certain of the tax increments of the Midtown Zone to the Redevelopment Authority, including tax increments of the City and Harris County and Harris County Flood Control District. Pursuant to this agreement, the City authorized the Redevelopment Authority to issue its bonds, notes or other obligations secured by such payments. On July 29, 1998, the Redevelopment Authority issued its \$9,000,000 Tax Increment Contract Revenue Bonds, Series 1998, which bonds are secured with the contract revenues the Redevelopment Authority receives from the City.

IV. OBLIGATIONS OF HARRIS COUNTY AND  
THE HARRIS COUNTY FLOOD CONTROL DISTRICT

A. Tax Increment Participation by Harris County and the Harris County Flood Control District.

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the parties agree that participation of Harris County and the Harris County Flood Control District in the Midtown Zone is a contribution, to the extent authorized by law, to the Tax Increment Fund during the term of this Agreement of one hundred percent (100%) of the tax increment attributed to the Captured Appraised Value in the Midtown Zone as described in City of Houston Ordinances Nos. 94-1345 and 95-1322, attributable to Harris County and the Harris County Flood Control District, for the period January 1, 1996, through December 31, 2025; and the contributions of the Port of Houston Authority of Harris County, Texas, the Harris County Hospital District, the Harris County Department of Education, and any other taxing entity for whom Harris County imposes taxes, either now or in the future in the Midtown Zone, to the extent authorized by law, to the Tax Increment Fund during the term of this Agreement is zero percent (0%) of the tax increment attributed to the Captured Appraised Value in the Midtown Zone attributable to the Port of Houston Authority of Harris County, Texas, the Harris County Hospital District, the Harris County Department of Education, and any other taxing entity for whom Harris County imposes taxes, either now or in the future. It is further agreed that should for any reason the City or the Midtown Zone receive funds due to a tax increment attributable to any of the entities named in this paragraph in excess of the contribution as agreed herein, the City, the Midtown Zone or the Redevelopment Authority shall return, within 30 days of notification by Harris

County or the Harris County Flood Control District, such excess amount to such entities; and such funds will be deemed not to have been deposited in the Tax Increment Fund. It is further agreed that the Harris County Hospital District, the Port of Houston Authority of Harris County, Texas and the Harris County Department of Education, and all other taxing entities for whom Harris County imposes taxes, either now or in the future, are third party beneficiaries of this Agreement and shall be able to enforce its terms.

In the event that the City, the Midtown Zone or the Redevelopment Authority fails to remit to Harris County the affordable housing tax increment provided in Section IV of this Agreement, or expends funds inconsistent with the Project Plan or this Agreement, then Harris County shall notify the City, the Midtown Zone or the Redevelopment Authority of the breach, and the defaulting party shall have sixty days to cure the breach. In the event the breach is not cured within the sixty-day period, Harris County and the Harris County Flood Control District shall suspend all tax increment payments until the breach is cured.

**B. Affordable Housing: Tax Increment Limitation**

(1) In accordance with TEX. TAX CODE ANN. § 311.011(f) (Vernon Supp. 2000), in a zone designated under § 311.005(a)(5), the project plan must provide that at least one-third of the tax increment of the zone be used to provide affordable housing during the term of the zone. It is the intent of the parties that beginning with the tax year ending December 31, 1995, the affordable housing tax increments attributable to Harris County and the Harris County Flood Control District's Tax Increment (after deducting Harris County's and the Harris County Flood Control District's pro rata share of operating expenses of the Midtown Authority) shall be paid to Harris County except to the extent the City, the Midtown Zone or the

Redevelopment Authority has spent or committed to spend Harris County's and Harris County Flood Control District's portion of the affordable housing tax increments prior to the date of this Agreement. The amount of the affordable housing tax increments to be paid to Harris County and the time it is to be paid to Harris County is set forth in this subsection IV B.

(2) For purposes of this subsection IV B: (a) the pro rata share of Harris County's and the Harris County Flood Control District's Tax Increment Participation attributable to affordable housing shall be 19% of the total monies which the Redevelopment Authority has available for affordable housing and (b) Harris County's and the Harris County Flood Control District's pro rata share of the Redevelopment Authority operating expenses attributable to affordable housing shall be 19% of 33 1/3% or .063.

3) The affordable housing payments to be paid to Harris County shall be paid in the following manner:

(a) Each time the Redevelopment Authority issues bonds, 19% of the proceeds of the bonds issued to provide affordable housing (after funding the bond reserve fund, paying escrowed interest and paying the costs of issuance of the bonds) shall be paid to Harris County at the time the bonds are delivered to the purchaser.

(b) Within thirty days after a principal or interest payment date on the Redevelopment Authority's Bonds, the Redevelopment Authority will pay to Harris County 19% of any affordable housing moneys withdrawn from the Trust Estate for the Redevelopment Authority during the previous six

months (less Harris County's and the Harris County Flood Control District's pro rata share of the Redevelopment Authority's operating expenses).

- (4) As a condition to the receipt of the payment of affordable housing bond proceeds, Harris County agrees to execute appropriate certificates to the effect that the affordable housing payment will be used in accordance with state law and that Harris County will abide by the arbitrage and other tax covenants of the Redevelopment Authority relating to the bonds of the Redevelopment Authority.
- (5) For purposes of this Agreement, 19% of all monies which the City, the Midtown Zone or the Redevelopment Authority previously spent or committed to spend under a valid and unexpired commitment as of the date this Agreement is approved by the Commissioners Court of Harris County, shall be deemed to have been paid to Harris County. The Midtown Zone and the Redevelopment Authority shall give an accounting to Harris County of the affordable housing tax increments that have been spent or committed as of the date this Agreement is approved by the Commissioners Court of Harris County. The accounting shall be provided within thirty days from the date this Agreement is effective. Within seven days after the accounting, 19% of the unspent or uncommitted affordable housing tax increments or bond proceeds issued to provide affordable housing shall be paid to Harris County.
- (6) If another political subdivision (other than Harris County or one of its related entities) elects to participate in the Midtown Zone or elects to increase or decrease its participation in the Midtown Zone, the percentage of affordable

housing tax increments to be paid to Harris County shall thereafter be reduced or increased in accordance with the following formula:

New % of affordable Housing tax Increments paid to Harris County	= 19% X	Total Tax Rate of all entities participating in the original area of the Midtown Zone prior to the agreement to participate or increase the level of participation
		<hr/> Total Tax Rate of all entities participating in the original area of the Midtown Zone after the agreement to participate or increase the level of participation

Harris County's and the Harris County Flood Control District's pro rata share of the Redevelopment Authority's operating expenses shall be reduced or increased in the same manner.

- (7) Harris County and the Harris County Flood Control District are not obligated to pay their respective Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value. Furthermore, Harris County and the Harris County Flood Control District have no duty or obligation to pay the Harris County or Harris County Flood Control District Tax Increment Participation from any other Harris County or Harris County Flood Control District taxes or revenues, or until the Harris County and Harris County Flood Control District Tax Increment Participations in the Midtown Zone are actually collected. Any portion of the taxes representing the Harris County and the Harris County Flood Control District Tax Increment Participation that are paid to Harris County and/or the Harris County Flood Control District and

subsequently refunded pursuant to the provisions of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. The obligation to pay the Harris County and the Harris County Flood Control District Tax Increment Participations accrues as taxes representing their respective Tax Increment Participation are collected by Harris County and the Harris County Flood Control District, and payment shall be due as provided in section 311.013(c) of the Texas Tax Code. No interest or penalty will be charged to Harris County or the Harris County Flood Control District for any late payment received from Harris County or the Harris County Flood Control District; provided, however, that penalty and interest received by Harris County and the Harris County Flood Control District on any delinquent taxes from the Tax Increment Participations shall be paid to the Tax Increment Fund in the amounts required by section 311.013(c) of the Texas Tax Code.

**C. Expansion of Midtown Zone**

The obligation of Harris County and the Harris County Flood Control District to participate in the Midtown Zone is limited to the area shown in City of Houston Ordinances Nos. 94-1345 and 95-1322. Harris County's and the Harris County Flood Control District's participation does not extend to the tax increment on any additional area added to the Midtown Zone by the City or any amendment to the Project Plan by the Midtown Zone and the City that would increase the total amount of project costs unless Harris County and the Harris County Flood Control District specifically agree to participate in the additional area or amendment to the Project Plan. In addition, Harris County's and the Harris County Flood Control District's

participation does not extend to any dedication of revenue from the Tax Increment Fund by the Midtown Zone for projects (other than affordable housing projects) outside the Midtown Zone as shown in City of Houston Ordinances Nos. 94-1345 and 95-1322, unless Harris County and the Harris County Flood Control District agree to participate in the dedication.

**D. Board of Directors**

Pursuant to the provisions of Section 311.009(b), Texas Tax Code, Harris County Commissioners Court shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the Midtown Zone. Harris County may also appoint and maintain as many non-voting ex officio members on the Board of Directors of the Midtown Zone as Harris County may desire.

**E. Reconciliation of Accounts**

Harris County, the City, the Midtown Zone and the Redevelopment Authority will reconcile the amount of tax increments attributable to Harris County's and the Harris County Flood Control District's tax increment participation for the Midtown Zone within 30 days after this Agreement becomes effective. Within 30 days of the reconciliation, Harris County and the Harris County Flood Control District will remit to the City its tax increment participation determined to be due and owing for the Midtown Zone. Thereafter, Harris County, the City, the Midtown Zone and the Redevelopment Authority shall annually reconcile Harris County's and the Harris County Flood Control District's participation at October 1 of each year. In addition, the Redevelopment Authority shall remit to Harris County the affordable housing payments required to be made pursuant to this Agreement within 30 days after each principal or interest payment on the Redevelopment Authority's bonds.

## V. OBLIGATIONS OF CITY, MIDTOWN ZONE AND REDEVELOPMENT AUTHORITY

### A. Project Plan

Any member of the Harris County Commissioners Court may review and comment upon any amendment to the Project Plan before any amendments thereto are submitted to the City Council for City approval. The City agrees to provide Harris County and the Harris County Flood Control District with a copy of any proposed amendments at least 14 days prior to their submission to the City Council for approval. Harris County's and the Harris County Flood Control District's participation in the Midtown Zone does not extend to any amendment to the Project Plan subsequent to the date of the order of Commissioners Court authorizing approval of this Agreement unless Harris County and the Harris County Flood Control District agree to further participate and Commissioners Court amends its order accordingly.

### B. Disposition of Tax Increments

Upon termination of Harris County's and the Harris County Flood Control District's obligations to participate in the Midtown Zone, and after all bonded indebtedness of that portion of the Midtown Zone for which Harris County and the Harris County Flood Control District are obligated to participate has been paid, the City and the Midtown Zone shall pay to Harris County and the Harris County Flood Control District, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable to the Harris County Tax Increment Participation and the Harris County Flood Control District Tax Increment Participation paid by Harris County and the Harris County Flood Control District into the Tax Increment Fund.

**C. Audits**

The City shall provide to Harris County a copy of each of the audits required by the Agreement by and between the City of Houston, Texas, Reinvestment Zone Number Two, City of Houston, Texas and the Midtown Redevelopment Authority approved by City of Houston Ordinance No. 96-389, as amended by City of Houston Ordinance No. 98-301, and as it may be further amended from time to time, within thirty (30) days of receipt of each audit. In addition, the City or the Redevelopment Authority shall provide to Harris County a copy of all reports, studies and analyses prepared by the City, the Redevelopment Authority or others on their behalf that concern the expenditure of Tax Increment Funds of the Midtown Zone.

Harris County shall have the right to audit the City's Tax Increment Fund, the books and records of the Redevelopment Authority and the Midtown Zone upon 30 days written notice to the City, the Redevelopment Authority or the Midtown Zone. Any such audit shall be at the County's expense.

**VI. TERM AND TERMINATION**

**A. Agreement Term**

This Agreement becomes effective as of the date of the final signature hereto. The term of this Agreement shall commence with the tax year beginning on January 1, 1996. Unless earlier terminated by the parties hereto, this Agreement shall terminate on the earlier of (a) December 31, 2025, or (b) the date upon which the total tax increments contributed by Harris County and the Harris County Flood Control District total \$58,896,340. It is the intent of the parties that Harris County's and the Harris County Flood Control District's participation in the

Midtown Zone, or any expansion thereof, is limited to the term stated herein. Nothing in this Agreement, however, limits the authority of the Harris County Commissioners Court to extend the term of this Agreement or increase the amount of the Harris County Tax Increment Participation in the Midtown Zone, as set forth in Section IV of this Agreement. Upon termination of this Agreement, the obligation of Harris County and the Harris County Flood Control District to contribute to the Tax Increment Fund for the Midtown Zone shall end. However, any refund obligations of the City and the Midtown Zone shall survive such termination.

**B. Early Termination**

The Midtown Zone may terminate pursuant to the provisions of Texas Tax Code Section 311.017.

**VII. MISCELLANEOUS**

**A. Severability**

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, except as stated in the next paragraph.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on any party's contributions or participation, then neither Harris County, the Harris County Flood Control District nor any other party, shall have any 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 approved and 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 other 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, agent or employee of the City, Harris County, the Harris County Flood Control District, the Midtown Zone or the Redevelopment Authority.

**H. No Waiver of Immunity**

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

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.
- ( ) Other - Contingent on sale of Authorized Bonds, issuance of obligations of the Zone or receipt of tax increment

Date: April 3, 2001

*Jama H. Alford*  
*MA Victoria R. Alford*  
City Controller of the City of Houston

FUND REF: 873-70 AMOUNT: 838,166.03 ENCUMB. NO.: CA 873 04

City of Houston, Texas, Ordinance No. 2001- 307

AN ORDINANCE APPROVING AND AUTHORIZING INTERLOCAL AGREEMENTS BETWEEN THE CITY OF HOUSTON, HARRIS COUNTY AND (1) REINVESTMENT ZONE NUMBER ONE, CITY OF HOUSTON, TEXAS (LAMAR TERRACE ZONE); AND (2) REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (MIDTOWN ZONE) RELATING TO THE PARTICIPATION OF HARRIS COUNTY IN THE REINVESTMENT ZONES; AND DECLARING AN EMERGENCY.

\* \* \* \*

*ms*  
*03-01*

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

Section 1. The City Council hereby approves and authorizes the contracts, agreements or other undertakings described in the title of this Ordinance, in substantially the form as shown in the documents which are attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents 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 contracts without further authorization from Council.

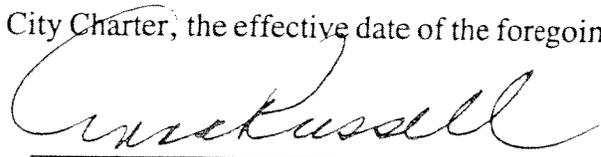
Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; 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 4th day of April, 2001.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is APR 10 2001.

  
\_\_\_\_\_  
City Secretary

FORM 132.M  
 (Approving/Authorizing)

(Prepared by Legal Dept. DEBRAH E. ALBRECHT)  
 (DFM:dfm 3/30/01 Senior Assistant City Attorney) SK  
 (Requested by Robert Litke, Director of Planning and Development)  
 (L.D. File Nos. 0619200053022 & 0349400360040)

U:\WPFILES\ORD\TIRZ\MIDTOWN\HARRISCO.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