



midtown

MIDTOWN REDEVELOPMENT AUTHORITY

and

**REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a **joint** regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone to be held on **Thursday, January 10, 2013 12:30 P.M. on the 3rd Floor of the Houston Technology Center Phase II, 410 Pierce Street, Suite 355, Houston, Texas.** The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present, and discuss; (ii) adopt and approve such orders, resolutions or motions; and (iii) take other direct or indirect actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order and Introduction of Guests
2. Consent Agenda for the Midtown Reinvestment Zone
 - a. Minutes of the Midtown Reinvestment Zone for November 29, 2012.
3. Consent Agenda for the Authority
 - a. Minutes of the Authority for November 29, 2012.
 - b. Monthly financial report of the Authority for November 2012.
 - c. Invoices of the Authority from Trustee and Operating Accounts for December 2012 and January 2013.
 - d. Extension of contract with Phillip Franshaw.
 - e. Ratify and Amend Administrative Policies and Procedures Manual.
4. Fifth Amendment to the Project Plan and Financing Plan.
5. Development and Real Estate Acquisition on Main Street, including Super Block Park and related Development opportunities.

6. Midtown Capital Improvements Program
 - a. HCC Capital Projects - IDS Engineers
 - i. HCC Design Services Change Order
7. Midtown Cultural Education Facilities Program
 - a. Future Grant Opportunities and Guidelines
 - b. Approval of Asia House Grant Agreement
 - c. Grant Request from MATCH.
8. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

Upon entering into the executive session, the presiding officer shall note which agenda items will be discussed.
9. Public Comment
10. Adjournment

Matt Thibodeaux

Matt Thibodeaux,
Executive Director

MSI

**MINUTES OF THE BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**

November 29, 2012

A regular meeting of the Board of Directors (the "Board") of the Reinvestment Zone Number Two, City of Houston, Texas (the "Zone"), a non-profit corporation, was held at the Midtown Redevelopment Authority's offices in the Houston Technology Center, 402 Pierce, Houston, Texas 77002, on Thursday, November 29, 2012 at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	William Taylor, III	6	Abe Goren
2	Doug Erwing	7	Billy Briscoe
3	Robert D. Sellingsloh	8	Giovanni Garibay
4	Pamela Ngo Tranpark	9	Michelle A. Clayton Collier
5	Derrick Mitchell		

and all of the above were present with the exception of Director Collier.

Also in attendance were Kandi Schramm, Marlon Marshall, Todd Edwards, Araceli Rodriguez and Theresa Gilmore of the Authority; F. Charles LeBlanc, consultant for the Authority; Cynthia Alvarado of the Midtown Management District; Barron F. Wallace of Bracewell & Giuliani LLP; Peggy Foreman of Burney & Foreman; Carmilo Daza of Walter P. Moore Engineers; and Tim Buscha of IDS Engineer Group; Vicki Luna and Debra McGaughey of Houston Community College Central Campus; Martha Blackwell of Asia Society of Texas; Dan Barnum, Ian Rosenberg and Willie Bright, Midtown Property Owners; Aedenon Stoute of OST/Alameda TIRZ and Mary London Lehman of Wilson, Cribbs & Goren.

Chairman Sellingsloh called the meeting to order.

1. CONSENT AGENDA

a. MINUTES OF THE MIDTOWN REINVESTMENT ZONE FOR OCTOBER 25, 2012

Kandi Schramm presented the consent agenda to the Board.

Director Tranpark made a motion to approve item 1a of the consent agenda. The motion was seconded by Director Mitchell and carried by unanimous vote.

2. **ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned.

Pamela Tranpark, Secretary

Date

**MINUTES OF THE BOARD OF DIRECTORS OF
THE MIDTOWN REDEVELOPMENT AUTHORITY**

November 29, 2012

A regular meeting of the Board of Directors (the "Board") of the Midtown Redevelopment Authority (the "Authority") was held at the Authority's offices in the Houston Technology Center, 410 Pierce, Houston, Texas 77002, on Thursday, November 29, 2012 at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	William J. Taylor, III	6	Abe Goren
2	Doug Erwing	7	Billy Briscoe
3	Robert D. Sellingsloh	8	Giovanni Garibay
4	Pamela Ngo Tranpark	9	Michelle A. Clayton Collier
5	Derrick M. Mitchell		

and all of the above were present with the exception of Director Collier.

Also in attendance were Kandi Schramm, Marlon Marshall, Todd Edwards, Araceli Rodriguez and Theresa Gilmore of the Authority; F. Charles LeBlanc, consultant for the Authority; Cynthia Alvarado of the Midtown Management District; Barron F. Wallace of Bracewell & Giuliani LLP; Peggy Foreman of Burney & Foreman; Carmilo Daza of Walter P. Moore Engineers; and Tim Buscha of IDS Engineer Group; Vicki Luna and Debra McGaughey of Houston Community College Central Campus; Martha Blackwell of Asia Society of Texas; Dan Barnum, Ian Rosenberg and Willie Bright, Midtown Property Owners; Aidenon Stoute of OST/Alameda TIRZ and Mary London Lehman of Wilson, Cribbs & Goren.

Chairman Sellingsloh called the meeting to order and asked the guests to introduce themselves.

CONSENT AGENDA FOR THE AUTHORITY

- a. **MINUTES OF THE AUTHORITY FOR OCTOBER 25**
- b. **MONTHLY FINANCIAL REPORT OF THE AUTHORITY FOR OCTOBER**
- c. **INVOICES OF THE AUTHORITY FROM TRUSTEE AND OPERATING ACCOUNTS FOR NOVEMBER**

Kandi Schramm presented the consent agenda. Director Goren made a motion to approve the consent agenda items a through c. The motion was seconded by Director Mitchell, which carried by unanimous vote.

FIFTH AMENDMENT TO THE PROJECT PLAN AND FINANCING PLAN

Barron F. Wallace of Bracewell & Giuliani LLP presented the proposed Fifth Amendment to the Project Plan and Financing Plan (the "Plan"). Mr. Wallace noted that the proposed Plan was in substantial final form which included the Authority's objectives and a summary of project costs.

Director Goren made a motion to approve the Fifth Amendment to the Project Plan and Financing Plan in substantial final form and submit to the City for approval and adoption. The motion was seconded by Director Tranpark, which carried by unanimous vote.

MIDTOWN AFFORDABLE HOUSING PROGRAM

a. **RESOLUTION AUTHORIZING AND RATIFYING ENTERING INTO CERTAIN REAL ESTATE CONTRACTS AND THE ACQUISITION OF CERTAIN PROPERTIES BY THE AUTHORITY**

Director Goren made a motion to approve the above-captioned resolution. The motion was seconded by Director Mitchell and carried by unanimous vote.

b. **ONGOING AFFORDABLE HOUSING PROJECTS**

Mr. Edwards reported that the pilot project with Row House CDC was on target for completion in May 2013 and that Re-Ward Third Ward is anticipating completing their project by the end of December 2012.

MIDTOWN CAPITAL IMPROVEMENT PROGRAM

BAGBY STREET RECONSTRUCTION – WALTER P. MOORE

Marlon Marshall reported that the tunneling work of the storm sewer along Bagby Street is completed and back of curb work would begin. The project is progressing as scheduled.

PARKS AND GREENSPACE - WALTER P. MOORE

I. BALDWIN PARK AND GLOVER PARK IMPROVEMENTS

I. CONSTRUCTION CONTRACT

Construction bid opening was held on November 20, 2012. The Design team and staff recommend Millis Construction for an award of construction contract in the amount of a base bid of \$777,069.44 plus alternate options. Director Mitchell made a motion to approve award of construction contract to Millis Construction in an amount up to \$880,000. The motion was seconded by Director Tranpark, which carried by unanimous vote.

**II. CONSTRUCTION MANAGEMENT AND INSPECTION WORK
ORDER - ESPA CORP**

Director Mitchell made a motion to approve Construction Management and Inspection Work Order which includes material testing for ESPA Corp in an amount not to exceed \$103,975.00. The motion was seconded by Director Goren, which carried by unanimous vote.

GRAY STREET PEDESTRIAN ENHANCEMENTS – CLARK CONDON ASSOCIATES

Mr. Marshall reported that Arriba Construction is continuing with construction on the Gray Street Pedestrian Enhancements on the south side at Chenevert Street.

HCC CAPITAL PROJECTS – IDS ENGINEERING

Mr. Marshall reported the Holman Street project is continuing to move forward with anticipated plan approval by the City in early 2013. The Alabama Street project remains on hold pending the City's direction regarding a 60-inch waterline that may be placed on Alabama Street.

CAROLINE STREET IMPROVEMENTS

The design team is working to address initial City comments on the engineering report and will present project to the City's Technical Review Committee on December 6, 2012. A public meeting to solicit feedback from property owners and stakeholders is scheduled to be held December 13, 2012 at the Central Bank Community Room.

FTA CONSULTANT CONTRACT EXTENSION – THE GOODMAN CORPORATION

Mr. Marshall reported that an application to TxDot had been made for additional funding on Holman Street and anticipates hearing results in January 2013.

3300 MAIN – DEMOLITION

After returning to Open Session, Director Goren made a motion to begin the process of obtaining bids for demolition of 3300 Main Street. The motion was seconded by Director Tranpark, which carried by unanimous vote.

MIDTOWN CULTURAL ARTS AND ENTERTAINMENT DISTRICT

EXISTING CULTURAL FACILITY GRANT AGREEMENTS

Barron F. Wallace reported that as discussed at last month's Board meeting the Authority had received a grant request from Asia Society of Texas in the amount of \$350,000 that would allow them to enhance the acoustics of the conference rooms, improve lighting and landscape improvements. Martha Blackwelder, Executive Director of the Asia Society of Texas, provided an itemized budget and source of funding report showing the need for \$1.4 million in a three phase improvement plan. Director Mitchell made a motion to defer the request until January 2013. Director Biscoe seconded the motion, which carried by unanimous vote. Following all discussion, Director Tranpark made a motion to Amend Director Mitchell's motion and Approve a Grant to Asia Society in the amount of \$165,000 and for the Authority's attorneys to draft a grant agreement reflecting a grant in such amount. The motion was seconded by Director Goren, which carried by unanimous vote.

FUTURE GRANT OPPORTUNITIES AND GUIDELINES.

No discussion at this time.

WITH RESPECT TO THE FOREGOING AGENDA ITEMS, CONDUCT AN EXECUTIVE SESSION WITH REGARD TO THE FOLLOWING, AS APPROPRIATE AND NECESSARY:

- a. **CONSULTATION WITH ATTORNEY (SECTION 551.071, TEXAS GOVERNMENT CODE);**
- b. **THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY (SECTION 551.072, TEXAS GOVERNMENT CODE);**
- c. **PERSONNEL MATTERS (SECTION 551.074, TEXAS GOVERNMENT CODE);**
- d. **SECURITY PERSONNEL OR DEVICES (SECTION 551.076, TEXAS GOVERNMENT CODE); AND ECONOMIC DEVELOPMENT NEGOTIATIONS (SECTIONS 551.087, TEXAS GOVERNMENT CODE)**

The Board conducted an executive session to discuss Item 6.g. pursuant to Section 551.072, Texas Government Code. The Board then reconvened into open session.

PUBLIC COMMENTS

Mr. Patrick Johnson inquired about the demolition of 3300 Main Street and PCJ's counter offer to purchase the property. Chairman Sellingsloh offered to meet with Mr. Johnson, Phillip Franshaw and Barron Wallace to answer his inquiries.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned.

Pamela Ngo Tranpark, Secretary

Date

Midtown Redevelopment Authority

Balance Sheet

As of November 30, 2012

Nov 30, 12

ASSETS

Current Assets

Checking/Savings

101000 · JPMorgan Chase-Operating 88528	9,087.09
101001 · Wells Fargo Ope Acctg 64040	63,603.63
101010 · WF Surplus Acct 63943	77.10
101020 · WF FTA Enhanced Path 63919	8.00
103200 · TexStar Operating Acct 1111	7,392,250.15
103600 · Wells Fargo Oper Inves 63901	725.38
103700 · WF Operating Saving 3215777180	280,314.04
103800 · WF CL 824747261	355,359.55
104000 · Affordable Housing Accounts	
104004 · Chase Aff. Housing Revenue Acct	254,750.62
104021 · WF Afford Hous 3927	90,627.44
104022 · WF Pilot Program 3935	137.61
104023 · WF PILOT PRO SAV 00860	21,955.45
104116 · TexStar Aff. Hsng MM 1800	1,187,457.28
Total 104000 · Affordable Housing Accounts	<u>1,554,928.40</u>

105000 · Trustee Investments

105001 · Pledge Revenue Fund 422885	
105100 · Pledge Reserve Fund -422885	5.78
Total 105001 · Pledge Revenue Fund 422885	<u>5.78</u>

105002 · Debt Service Fund

105200 · Debt Service Fund 422896	5,906,378.81
Total 105002 · Debt Service Fund	<u>5,906,378.81</u>

105003 · Reserve Fund 422897

105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fund)	6,095,345.97
Total 105003 · Reserve Fund 422897	<u>6,095,345.97</u>

105009 · Austin Park Maint. Fund 422919

105901 · Austin Park Money Market Acct.	3,461.70
Total 105009 · Austin Park Maint. Fund 422919	<u>3,461.70</u>

106300 · Project Fund TICR 05 422892

106304 · TexStar MM Proj Fund 0977	0.90
Total 106300 · Project Fund TICR 05 422892	<u>0.90</u>

106500 · 422913 Project COI

18,578.35

107000 · 2011 BOND FUNDS	
107004 · TexSTAR 2011 AFF HOU	2,468,277.81
107005 · TexSTAR 2011 Pro Fund	6,531,908.31
Total 107000 · 2011 BOND FUNDS	<u>9,000,186.12</u>

Total 105000 · Trustee Investments 21,023,957.63

Total Checking/Savings 30,680,310.97

Accounts Receivable

130100 · Tax Increments Receivable	
130200 · HISD Tax Increment	3,642,737.51
	<u>3,642,737.51</u>

Midtown Redevelopment Authority

Balance Sheet

As of November 30, 2012

	Nov 30, 12
Total 130100 · Tax Increments Receivable	3,642,737.51
170000 · Accounts Receivable	
170020 · Houston Technology Center	550,162.10
170030 · FTA INCOME	7,340.00
170080 · MRA FTA Receivable	105,317.00
Total 170000 · Accounts Receivable	662,819.10
Total Accounts Receivable	4,305,556.61
Total Current Assets	34,985,867.58
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	26,321.36
150011 · Accumulated Depreciation-Furn.	-26,321.36
150012 · 3300 Main st	5,222,002.74
150020 · Computer Equipment	32,057.11
150021 · Accumulated Depreciation-Comp.	-32,057.11
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,667,192.62
150064 · Accm Deprec-Houston Tech Cntr I	-1,266,807.13
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-903,505.00
150069 · Land - Midtown Park	1,318,870.15
150070 · Midtown Park	698,312.84
150071 · Accum.Deprec. Midtown Park	-441,782.79
150075 · 2905 Travis St	17,389.14
150078 · SuperBlock Land-Tracts I & II	4,318,871.20
150080 · Land (Resale) (Land purchase for resale)	
150081 · Earnest Money	38,200.00
150082 · Option Fees	5,500.00
150803 · Affordable Housing Legal	139,460.06
150804 · Affordable Housing Misc	751,784.81
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) (Land purchase for resale) - Other	25,835,601.56
Total 150080 · Land (Resale) (Land purchase for resale)	26,897,296.71
150089 · Land HMMAC (Land)	1,206,150.00
150090 · HMMAC Property	918,850.00
150091 · Accum Depr HMMAC	-95,713.20
Total 150000 · Fixed Assets	45,746,429.13
Total Fixed Assets	45,746,429.13
Other Assets	
160000 · Other Assets	
160022 · '03 Bonds Cost of Issuance	230,010.84
160024 · '05 Cost of Bonds Issuance	582,716.29
Total 160000 · Other Assets	812,727.13

Midtown Redevelopment Authority

Balance Sheet

As of November 30, 2012

	<u>Nov 30, 12</u>
160025 · '11 Bond Cost of Issuance	722,881.87
180000 · Travel Advance	<u>2,685.12</u>
Total Other Assets	<u>1,538,294.12</u>
TOTAL ASSETS	<u>82,270,590.83</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · Accounts Payable	436,852.40
Total Accounts Payable	<u>436,852.40</u>
Other Current Liabilities	
200001 · Current Liabilities	
202000 · Project Fund Liabilities	18,578.35
Total 200001 · Current Liabilities	<u>18,578.35</u>
Total Other Current Liabilities	<u>18,578.35</u>
Total Current Liabilities	455,430.75
Long Term Liabilities	
210000 · Long Term Liabilities	
210044 · Bonds Payable Series 2011	30,240,000.00
210045 · Bonds Payable Series 2003	8,945,000.00
210046 · Bonds Payable Series '05	19,335,000.00
210048 · Current Portion Bonds Payable	3,090,000.00
210053 · Accrued Bond Interest 03 Series	200,384.90
210054 · Accrued Bond Interest 05 Series	305,158.32
210056 · Accrued Bond Interest Series 11	614,245.00
210057 · Series 2011 Bond Premium	587,298.66
210060 · Bond Premium Series 05	99,315.45
210300 · SuperBlock Note Payable-I & II	-8,860.57
2103001 · HMAAC LOAN	1,809,829.03
2103002 · HMAAC Loan - Current	109,934.54
Total 210000 · Long Term Liabilities	<u>65,327,305.33</u>
Total Long Term Liabilities	<u>65,327,305.33</u>
Total Liabilities	65,782,736.08
Equity	
1110 · Retained Earnings (Retained Earnings)	19,472,171.37
Net Income	<u>-2,984,316.62</u>
Total Equity	<u>16,487,854.75</u>
TOTAL LIABILITIES & EQUITY	<u>82,270,590.83</u>

Midtown Redevelopment Authority

Profit & Loss

July through November 2012

JOV

Jul - Nov 12

Ordinary Income/Expense

Income

400000 · Revenue & Support	
400010 · HISD Tax Increment	866,879.00
400011 · Harris County Tax Increment	3,235,073.94
400012 · HCC	433,746.31
400020 · Reimb Off Exp & Staff	78,527.71
400025 · Interest-Debt Service & Reserve	4,003.83
400026 · Interest-Other Bond Funds	7,428.20
400030 · Interest-Operating Funds	6,049.89
400031 · Interest Income	149.43
400032 · Other Revenue	6,206.88
Total 400000 · Revenue & Support	<u>4,638,065.19</u>

Total Income

4,638,065.19

Gross Profit

4,638,065.19

Expense

500000 · BOND FUND EXPENSES

504000 · Projects & Expenses

500012 · Baldwin Park	10,304.70
500013 · Midtown Parks Master Plan (Future Parks)	13,137.58
500017 · Parker District St Reconstructi ((Albany, Helena, & Baldwin St)	1,778.00
500019 · Caroline Street	102,014.00
500027 · Bagby St- St.Jos to Tuam Study	37,568.10
500029 · Bond Fund Legal Expenses	9,361.08
500040 · CIP Admin & General Exp.	18,756.38
500043 · Gray Street	236,310.53
500045 · Bagby Streets	3,276,898.51
500046 · Super Block Park	41,612.37
500047 · Alabama Street Proj 117400502	
5004701 · Design	1,542.24
500047 · Alabama Street Proj 117400502 - Other	2,721.60
Total 500047 · Alabama Street Proj 117400502	<u>4,263.84</u>

500401 · General Services WO 1	19,029.65
500402 · Babgy Street Reconst WO 2	68,984.49
500403 · Parks and GP Dev WO 3	6,050.02
500404 · Midtown Park Design WO 4	12,714.18
500407 · Glover Park Desgin WO 7	33,139.18
500410 · Super Block & Park #10	97,479.36
500411 · Midtown Baldwin Compl Desg WO11	44,600.40
Total 504000 · Projects & Expenses	<u>4,034,002.37</u>

505000 · Bond Funds Afford.Housing

500022 · Affordable Housing Expenditures	235,353.11
500023 · AFH Legal Fees	1,687.50
500036 · Pilot Program	65,260.95
505000 · Bond Funds Afford.Housing - Other	<u>13,333.44</u>

Midtown Redevelopment Authority

Profit & Loss

July through November 2012

NOV

	<u>Jul - Nov 12</u>
Total 505000 · Bond Funds Afford.Housing	315,635.00
500000 · BOND FUND EXPENSES - Other	<u>31,302.00</u>
Total 500000 · BOND FUND EXPENSES	4,380,939.37
510000 · INCREMENT PROJECTS/EXPENSE	
510003 · Houston Community College	
510531 · Alabama	259.20
510532 · Holman Street Ped Ench	3,118.49
510533 · Caroline St	19,132.24
510003 · Houston Community College - Other	<u>75,028.75</u>
Total 510003 · Houston Community College	97,538.68
510007 · Gateways	628.00
510008 · Affordable Housing Expense	
510011 · Affordable Housing Pilot Progra	441,252.48
510013 · Affordable Housing Legal	6,271.00
510017 · Drainage Fees	3,657.85
510008 · Affordable Housing Expense - Other	<u>135,685.15</u>
Total 510008 · Affordable Housing Expense	586,866.48
510031 · FTA Grant Consultant	30,000.00
510045 · HTC I - Lease/Maint. Expense	19,500.32
510046 · SuperBlock Property Maint.	10,831.04
510050 · Main Street Enhancements	9,547.25
510102 · HMMAC Interest Expense	31,809.25
510500 · Grant Project Row House (approved grant)	5,327.75
510501 · Re-Ward Third Ward	450,000.00
510602 · BABGY ST WATER	217.32
511000 · Legal	425.00
511100 · Super Block Exp WO 5	<u>31,770.00</u>
Total 510000 · INCREMENT PROJECTS/EXPENSE	<u>1,274,461.09</u>
550000 · General & Admin. Expense	
550002 · Contract Labor	23,052.25
550003 · Rent Expense (Additional office space)	4,280.00
550004 · Salaries	
550013 · Dental Coverage	497.37
550014 · Health Insurance	12,683.85
550004 · Salaries - Other	<u>255,589.32</u>
Total 550004 · Salaries	268,770.54
5500047 · Landscape	19,865.00
550007 · Courier Service	1,283.31
550008 · Office Supply & Expense	2,740.07
550009 · Misc Exp	8,150.20
550010 · Telephone & Utilities	
550109 · 3320 Main Electricity	11,294.89
550110 · Cellular Service	583.01
550010 · Telephone & Utilities - Other	<u>12,029.41</u>

Midtown Redevelopment Authority

Profit & Loss

July through November 2012

NOV

Jul - Nov 12

Total 550010 · Telephone & Utilities	23,907.31
550012 · Postage	348.49
550022 · Bank Charges & Fees	839.80
550023 · Trust Expenses	8,480.00
550024 · Bond Sale Consultation	40,635.95
550026 · Accounting Consultants	11,265.50
550027 · Financial Audit (Audit Services)	24,550.00
550028 · Legal Consultants	106,908.58
550030 · Planning Consultants	2,710.00
550032 · Engineering Consultants	35,154.62
550033 · Professional Fees/Other Consult	210.00
550034 · Equip Rent & Lease Expense	4,123.48
550035 · Maintenance Access	37,430.00
550036 · Licenses & Fees	4,436.08
550039 · Computers & Repairs & Maint	7,207.62
550040 · Repair & Maintenance	41,577.35
550043 · Financial Advisors	2,565.00
550044 · Payroll Tax Expense	21,139.10
550046 · Reimb. Employee Office Exp.	2,258.63
550050 · Depreciation Expense	152,776.00
550058 · Travel	1,304.10
Total 550000 · General & Admin. Expense	<u>857,968.98</u>
600000 · Bond Related Expenses	
550055 · Amortization Expense	-119,444.15
560036 · 03 Bond Series Interest Expense	200,384.90
560037 · 05 Bond Series Interest Expense	305,158.27
560038 · 11 Bond Series Interest Expense	614,245.00
560060 · Cost of Issuance Expense -'03	17,495.00
560061 · COI 2011 BONDS	61,048.75
560062 · Series 2005 COI Amortization	30,124.60
Total 600000 · Bond Related Expenses	<u>1,109,012.37</u>
Total Expense	<u>7,622,381.81</u>
Net Ordinary Income	<u>-2,984,316.62</u>
Net Income	<u><u>-2,984,316.62</u></u>

**Bank & Fund Balances
Monday, December 31, 2012**

Chase Operating Account 5400488528		9,015.36	
Wells Fargo Checking 64040			10,937.84
WF FTA Grant Enhanced Pathways 63919 (T-222) FY13	8.00		
WF Operating Investment Account 63901	725.38		
Wells Fargo .4% Savings Account 3215777180 (Street Lights)	165,314.04		
Wells Fargo Collateral Loan #824747261 Acct 3828993737 (HMMAC Reserve)	355,359.55		
TexSTAR Operating Money Market Main St (FY13)	250,000.00		
TexSTAR Operating Money Market Acct Alabama Street (HCC)(T-0213)(FY13)	400,000.00		
TexSTAR Operating Money Market Caroline St. (HCC) (T-0214) (Partial)	700,000.00		
TexSTAR Operating Money Market Holman St. (HCC) (T-0211) (FY13)	1,209,500.00		
TexSTAR Operating Money Market Holman T-0235) (FY13)	1,350,000.00		
Tex STAR Operating Money Market Administration(FY13)	814,283.90		
		5,245,190.87	
TexSTAR Operating Money Market Balance of Caroline HCC (T-0214)	1,039,500.00		
TexSTAR Operating Money Market Balance of Baldwin Park (T-0237)	130,000.00		
TexSTAR Operating Money Market Super Block	1,500,000.00		
		2,669,500.00	7,934,644.07
Total Operating Investments			

Affordable Housing

Chase Affordable Housing Revenue Account 100525048	254,761.36		
WF Affordable Housing Revenue Account 63927	70,009.55		
WF Affordable Housing Revenue Account Pilot Program 63935	137.61		
WF Affordable Housing -Pilot Savings 00860	21,955.45		
TexSTAR Affordable Housing- Money Market Fund	1,187,623.32		
		1,534,487.29	
Total Affordable Housing Accounts			

Other JPMorganChase Accounts

WF Surplus Account No. 63943	77.10		
WF Tax Increment Revenue	0.00		
		77.10	1,534,564.39
Total Other Accounts			

Total Operating Funds & Investments		9,469,208.46
--	--	---------------------

Trustee Investments (Bond Funds)

BANK OF NEW YORK

422885 TICR 98 Pledge Reserve	5.78	5.78	
422896 TICR 98Debt Service Fund - 677 US Treasury Money Market Fund	5,906,378.81		
Total Debt Service Funds		5,906,378.81	
422897 TICR 98 Reserve Fund TICR 98 - 677 US Treasury Money Market Fund			
Reserve Fund -TexSTAR Money Market Fund	6,096,198.38		
Total Reserve Funds		6,096,198.38	
422919 Austin Park Maint. - 677 US Treasury Money Market Fund	3,461.70		
Total Austin Park Maintenance Funds		3,461.70	
TexSTAR Affordable Housing 2011 Series Pilot Project Phase II	1,581,490.28		
TexSTAR Affordable Housing 2011 Series - 677 US Treasury Money Market Property Purchase	368,640.41		
Total Affordable Housing Funds		1,950,130.69	

422913 Project COI	18,578.35		
Total Project COI		18,578.35	

TexSTAR Project Fund 2011 Series US Treasury Money Market			
Midtown Park T-0237	1,000,000.00		
Bagby Street T-0217	3,336,121.25		
Entry Plaza T-024	250,000.00		
Baldwin Park T-0237	290,590.34		
Gray Street T-0212	700,000.00		
Glover Park T-0229	250,000.00		
		5,826,711.59	

Total Trustee Investments (Bond Funds)		19,801,465.30
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TOTAL ALL FUNDS & INVESTMENTS		29,270,673.76
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WELLS FARGO

JANUARY 2013

				10,937.84
01/02/2013	DEPOSIT	HOUSTON TECHNOLOGY Deposit	67,286.72	78,224.56
01/02/2013	96351588	T - Mobile DEC service nov 2012		-87.81
				78,136.75
01/07/2013	03371635	City of Houston - Water 155065		-272.58
				77,864.17
01/09/2013	DEPOSIT	TexSTAR OPERATING Funds Transfer	200,000.00	277,864.17
01/10/2013	6199	ASIA SOCIETY TEXAS CE Grant Agreement		-165,000.00
				112,864.17
01/10/2013	6200	AT&T Elevator Phone Service		-132.99
				112,731.18
01/10/2013	6201	Bee-Line Delivery Service Courier Service		-139.74
				112,591.44
01/10/2013	6202	Bracewell & Giuliani VOID: CIP		
				112,591.44
01/10/2013	6203	Corporate Computer Source Computer Repair		-318.00
				112,273.44
01/10/2013	6204	Data-Tel Consulting, LLC Telephone Repair		-787.50
				111,485.94
01/10/2013	6205	Houston Technology Cente MRA Reimbursable Expenses thru Decem		-3,481.35
				108,004.59
01/10/2013	6216	IDS Engineering Group Professional Consultation		-3,218.49
				104,786.10
01/10/2013	6207	NEVA Corporation HTC Maintenance		-1,000.00
				103,786.10
01/10/2013	6208	SimplexGrinnell SERVICE REQUEST NO: 24671830		-363.00
				103,423.10
01/10/2013	6209	Staples Advantage OFFICE SUPPLIES		-175.44
				103,247.66
01/10/2013	6210	Texas Commission on Envi Stormwater Permit		-525.00
				102,722.66
01/10/2013	6211	UPS IRVINE CA MGM ARRIBA		-39.48
				102,683.18
01/10/2013	6212	ESPA Corp Design Service		-36,309.35
				66,373.83
01/10/2013	6213	F Charles LeBlanc Professional Consultation		-2,300.00
				64,073.83
01/10/2013	6214	ThyssenKrupp Elevator Elevator Service		-448.93
				63,624.90
01/10/2013	6215	Mike Sullivan 013-270-000-0002 2905 Travis		-846.68
				62,778.22
01/10/2013	6217	Bracewell & Giuliani CIP		-1,015.89
				61,762.33
01/10/2013	6218	Bee-Line Delivery Service Courier Service		-105.08
				61,657.25
01/15/2013	DEBIT	PAYCHECK PR 01-15-2012		-20,236.54
				41,420.71
01/15/2013	debt	PAYCHECK PR 01-15-2012		-5,702.16
				35,718.55
01/15/2013	DEBIT	PAYCHECK PR 01-15-2012		-656.25
				35,062.30

**Midtown Redevelopment Authority
Bond & Project Fund Expenses & Balances
Thursday, January 10, 2013**

	Beginning Balance	Chase	BKNY MELLON	WELLS FARGO	TexSTAR	Ending Balance
FTA Phase I Grant Account						
FTA I Ending Balance:						0.00
FTA II Ending Balance:						
TexStar Affordable Housing Transferred to Afford Operating	1,187,457.28				166.04	1,187,623.32
Chase Afford Hous Rev Acct 100525048	254,750.62	10.74				254,761.36
2530 WF Affordable Housing 3927 DAYNA ELLISON	70,009.55					
				-3,558.00		
				<u>-3,558.00</u>		66,451.55
Affordable Housing Pilot Program	137.61					137.61
Affordable Housing Pilot Saving	21,955.45					21,955.45
Total Afford Housing						1,530,929.29
Trustee Investments (Bond Funds)						
422885 Pledge Reserve Funds 422896	5.78		-			5.78
422896 Debt Service US Treasury Mone	-					-
422897 Reserve Fund US Treasury Mor	5,906,378.81					5,906,378.81
Texstar Debt Service Reserve	6,096,198.38					6,096,198.38
422919 Austin Park Maint.(2001 Series) US Trea	3,461.70					3,461.70
2011 TexSTAR 2011 AFF HOU Bond Fund	1,950,130.69					1,950,130.69
443065- BOND 2011 AFF HOU						
				<u>0.00</u>		-
422892 Project Fund (2005 Series)	0.00					
422913 Project COI	18,578.35					18,578.35
TexSTAR Project Trust 2011	5,826,711.59					5,826,711.59
443066 2011 BOND PROJ FUNDS	0.00					
Total Bonds						0.00

WELLS FARGO

DECEMBER 2012

				67,365.55
12/05/2012	DEBIT	City of Houston - Water 155065	-26.84	67,338.71
12/05/2012	DEBIT	City of Houston - Water 155065	-121.54	67,217.17
12/11/2012	03324272.	City of Houston - Water 5126 NASSAU RD 03324272	-2.68	67,214.49
12/11/2012	03324906	City of Houston - Water 155065	-4.86	67,209.63
12/11/2012	03324955	City of Houston - Water 155065	-1.66	67,207.97
12/11/2012	03324913	City of Houston - Water 155065	-2.30	67,205.67
12/11/2012	03324916	City of Houston - Water 155065	-2.21	67,203.46
12/11/2012	03324924	City of Houston - Water 155065	-4.04	67,199.42
12/11/2012	03324948.	City of Houston - Water 155065	-135.05	67,064.37
12/13/2012	debit	PAYCHECK PR 12-31-2012	-89.87	66,974.50
12/15/2012	DEBIT	PAYCHECK PR 12-15-2012	-843.75	66,130.75
12/15/2012	DEBIT	PAYCHECK PR 12-15-2012	-19,902.82	46,227.93
12/15/2012	DEBIT	PAYCHECK PP 12-15-2012	-5,917.40	40,310.53
12/17/2012	CREDIT	WELLS FARGO OPER Funds Transfer	100,000.00	140,310.53
12/18/2012	debit	AT&T 550010	-142.98	140,167.55
12/18/2012	6169	Bee-Line Delivery Servi 550008	-112.13	140,055.42
12/18/2012	6170	City of Houston Permit 2012 Encroachment Fee 400 Gray St # Row	-425.00	139,630.42
12/18/2012	6171	Corporate Computer Source, LTD	-1,056.50	138,573.92
12/18/2012	6172	F Charles LeBlanc Professional Consultation	-2,700.00	135,873.92
12/18/2012	6173	Genesys DM-72658401	-22.17	135,851.75
12/18/2012	6174	Houston Technology Ctr JANUARY 2013 EXPENSES	-1,145.00	134,706.75
12/18/2012	6175	Office Depot 550008	-100.81	134,605.94
12/18/2012	6176	One World Strategy Grt Development Brochure	-2,375.00	132,230.94
12/18/2012	6177	PHONOSCOPE SERVI JANUARY 2013	-144.75	132,086.19
12/18/2012	6178	Staples Advantage office supplies	-191.63	131,894.56
12/18/2012	6179	Texas Flooring and Rer Carpet and materials HTC Project	-37,942.00	93,952.56
12/18/2012	6180	The Aldridge Company Web Hosting January Febraury, March 201	-129.00	93,823.56
12/18/2012	6181	UPS 6L46 BG AUSTIN, TX	-41.02	93,782.54
12/18/2012	6182	Walter P. Moore	-26,818.20	66,964.34
12/18/2012	6183	Bracewell & Giuliani HMAAC	-640.00	66,324.34
12/18/2012	6184	AT&T 550010	-1,111.80	65,212.54
12/18/2012	6185	KONICA MINOLTA Konica Copier	-407.82	64,804.72
12/18/2012	6186	Konica Minolta Busines Konica Copier	-421.74	64,382.98
12/18/2012	6187	ThyssenKrupp Elevator	-444.04	63,938.94
12/18/2012	6188	Phillip Franshaw ESTIMATED	-7,887.00	56,051.94
12/18/2012	6189	Sam's Club OFFICE SUPPLIES	-39.99	56,011.95
12/18/2012	6190	Blue Cross/Blue Shield 074548 JAN 2013	-2,900.27	53,111.68
12/18/2012	6191	Humana Dental Insurar JANUARY 2013	-113.32	52,998.36
12/18/2012	6192	Dowley Security System DECEMBER 2012	-370.18	52,628.18
12/18/2012	6193	Pitney Bowes Global Fil Postage Machine lease	-151.87	52,476.31
12/18/2012	6194	Staples Advantage office supplies	-57.09	52,419.22
12/18/2012	6195	The Goodman Corporal Professional Consultation	-10,000.00	42,419.22
12/18/2012	6196	ThyssenKrupp Elevator	-1,248.79	41,170.43
12/18/2012	6197	Kandi Schramm Fedexp to MGM Consortium LLC	-61.09	41,109.34
12/18/2012	CREDIT	WELLS FARGO OPER Funds Transfer	15,000.00	56,109.34
12/18/2012	6198	SKA Consulting, L.P. 2800 Main	-2,250.00	53,859.34
12/26/2012	DEBIT	Wells Business Bkg Su DECEMBER 2012	-16,326.55	37,532.79
12/31/2012	DEBIT	PAYCHECK PR 12-31-2012	-20,049.04	17,483.75
12/31/2012	DEBIT	PAYCHECK PR 12-31-2012	-5,702.16	11,781.59
12/31/2012	DEBIT	PAYCHECK PR 12-31-2012	-843.75	10,937.84

Midtown Redevelopment Authority
 Bond & Project Fund Expenses & Balances
 Monday, December 31, 2012

<u>JPMorgan Chase Operating/Check</u>		Beginning Balance	Chas e	BKNY MELLON	WELLS FARGO	TexSTAR	Ending Balance
FTA Phase I Grant Account							
FTA I Ending Balance:						-	0.00
FTA II Ending Balance:						-	
TexStar Affordable Housing Transferred to Afford Operating		1,187,457.28				166.04	1,187,623.32
Chase Afford Hous Rev Acct 100525048		254,750.62	10.74				254,761.36
WF Affordable Housing 3927		90,627.44		0	1,100.00		
2526 Kennedy Demolition Contractors, Inc.					-5,000.00		
2527 POWER, LLC					-7,300.00		
2528 Special Touch Landscaping					-7,451.36		
2529 SKA Consulting, L.P.					-1,966.53		
					<u>-21,717.89</u>		70,009.55
Affordable Housing Pilot Program		137.61					137.61
Affordable Housing Pilot Saving		21,955.45					21,955.45
Total Afford Housing							1,534,487.29
<u>Trustee Investments Bond Funds</u>							
422885 Pledge Reserve Funds 42		5.78		-			5.78
422896 Debt Service US Treasur		-					-
422897 Reserve Fund US Treasu		5,906,378.81					5,906,378.81
Texstar Debt Service Reserve		6,095,345.97		-		852.41	6,096,198.38
422919							
Austin Park Maint.(2001 Series) U		3,461.70					3,461.70
2011							
TexSTAR 2011 AFF HOU Bond Fi		2,665,610.16				-518,451.60	2,147,158.56
443065 BOND 2011 AFF HOU				518,451.60			
REQ 02 Row House Community Development Corp				-12,500.00			
REQ 02 Catama Builders				-483,070.50			
REQ 02 PSL Integrated Solutions				-500.00			
REQ 02 ESPA Corp				-22,381.10			
				<u>-518,451.60</u>			-

422892 Project Fund (2005 Series)	0.00		
		<u>0.00</u>	-
422913 Project COI	18,578.35		18,578.35
TexSTAR Project Trust 2011	7,325,882.46	-794,972.77	6,530,909.69
443066 2011 BOND PROJ FUND:	0.00	705,197.62	
REQ 0: Aviles Engineering Corp		-13,312.25	
REQ 0: Clark Condon Associates		-31,678.86	
REQ 0: ESPA Corp		-41,736.00	
REQ 0: MGM CONSORTIUM, LLC		-41,059.74	
REQ 0: Walter P. Moore		-41,113.71	
REQ 0: Bracewell & Giuliani		-20,219.74	
REQ 0: SER Construction Partners, Ltd.		-457,454.20	
REQ 0: MGM CONSORTIUM, LLC		-58,623.12	
	Total Bonds	-705,197.62	-

**RESOLUTION EXTENDING AGREEMENT BY AND BETWEEN THE
MIDTOWN REDEVELOPMENT AUTHORITY AND
PHILLIP L. FRANSHAW**

WHEREAS, on January 13, 2011, the Board of Directors of the Midtown Redevelopment Authority (the "Board") authorized the Chair to enter into an agreement on behalf of the Board with Phillip L. Franshaw ("Consultant"), with an effective date of January 15, 2011 to provide certain consulting services to the Authority (the "Consulting Agreement"); and

WHEREAS, Section 2 of the Consulting Agreement provides that the Board, by a majority vote, may extend the term of the Consulting Agreement for an additional period to be determined by the Board with the same terms and conditions as set forth therein; and

WHEREAS, the Board of Directors of the Authority has determined that it would be in the best interest of the Authority to extend the agreement with Consultant to work on certain special projects of the Midtown Redevelopment Authority (the "Authority") in an effort to facilitate economic development activities in Midtown.

BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT:

Section 1: The Board hereby approves a fourth six (6) month extension of the Consulting Agreement with Consultant, which extension period begins on December 15, 2012 and ends on June 15, 2013. A copy of the Consulting Agreement is attached hereto as *Exhibit A*, and incorporated as if fully set forth herein.

Section 2: The Board hereby authorizes the Chair and Executive Director of the Authority to take any and all actions necessary to carry out the intent of this Resolution.

Section 3: The provisions of this Resolution shall be effective as of December 15, 2012 and shall remain in effect for a period of six (6) months from such date as provided in Section 1 above, unless otherwise terminated or modified by action of the Board in accordance with the terms of the Consulting Agreement.

PASSED AND APPROVED this 10th day of January, 2012.

Chairman, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

EXHIBIT A

See Attached

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in regular session on the 10th day of January 2013, at the regular meeting place thereof within said Midtown Zone; and the roll was called of the duly constituted officers and members of said Board, to-wit:

1	William Taylor, III	Director
2	Doug Erwing	Director
3	Robert D. Sellingsloh	Chair
4	Pamela Ngo Tranpark	Secretary
5	Derrick M. Mitchell	Director
6	Abe S. Goren	Director
7	Billy Briscoe	Director
8	Giovanni Garibay	Director
9	Michelle A. Clayton Collier	Director

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

**RESOLUTION EXTENDING AGREEMENT BY AND BETWEEN THE
MIDTOWN REDEVELOPMENT AUTHORITY AND
PHILLIP L. FRANSHAW**

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

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

SIGNED this 10th day of January, 2013.

(SEAL)

Secretary, Midtown Redevelopment Authority

Originally Adopted on June 26, 2008
Ratified: November 19, 2009
Ratified and Amended: February 24, 2011
Ratified and Amended: April 28, 2011
Ratified and Amended: January 10, 2013

ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

Midtown
Redevelopment
Authority

Midtown Redevelopment Authority Administrative Policies and Procedures Manual

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Section 1. PREAMBLE

The Midtown Redevelopment Authority (the “Authority”) was created by Resolution No. 95-96, adopted on June 28, 1995, to aid, assist and act on behalf of the City of Houston, Texas (the “City”) in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of Midtown and neighboring areas as described in Ordinance No. 94-1345. Many of the contractual obligations and administrative practices of the Authority are contained in a certain amended and restated Agreement dated July 18, 2000, and approved as Ordinance No. 2000-494, by and between the City, the Authority, and the Tax Increment Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) (the “Tri-Party Agreement”).

The purpose of this Manual is to supplement the Tri-Party Agreement and all practices and obligations specified therein are incorporated herein. This Manual may be supplemented from time to time at the discretion of the Board of Directors of the Authority (the “Board”) and it and the Tri-Party Agreement shall serve as the primary sources for the Authority’s administrative practices and procedures.

THIS MANUAL DOES NOT CONSTITUTE A CONTRACT AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS. Instead, the policies and procedures set forth herein establish guidelines only. They do not create, and are not intended to create, a contract between the Authority and any employee or other party.

Authority business. The Authority also prohibits the presence of any person on the Authority's premises while under the influence of any prohibited substance. If an employee is convicted of a drug statute violation in the workplace, the employee is required to report such violation to the Authority in writing no more than five calendar days after the conviction. If approved by the Executive Director, the moderate use of alcoholic beverages at Authority-sponsored or business/social events is not prohibited.

7. Compliance with these Personnel Policies and Procedures is a condition of initial and continued employment. Disciplinary action, up to and including discharge, will be taken against any employee who violates such policies as described herein.
8. The Executive Director of the Authority (~~and the Chair of the Board (collectively,~~ the "Executive Director") is responsible for administering and enforcing the Personnel Policies and Procedures contained herein, and is therefore exempt from such policies and procedures.

B. Employment.

1. Persons being considered for a position with the Authority must submit resumes and/or an application for employment, unless otherwise waived by the Executive Director.
2. Basic Criteria for Employment
 - (a) *Verification.* Verifications of licenses, registration, certifications and degrees that are required in the position will be accomplished by contracting the appropriate organizations. Previous employment information will be verified with prior employers. References may be requested and verified.
 - (b) *Orientation Meeting.* An employee orientation meeting will be arranged during the first full week of employment. The purpose of the meeting shall be to familiarize the employee with the organization, employee policies, procedure, and benefits. This orientation should include review of these personnel policies and the summary of benefits.
3. Employment Status
 - (a) "Full-Time Employee" means an employee who works a minimum of forty hours a week and has been employed at least 90 days by the Authority.
 - (b) "Part-Time Employee" means an employee who works less than forty hours a week.

3. Tardiness and Other Absence.

- (a) It is the employee's responsibility to be at work and on time and to call his or her designated supervisor when it is not possible to be at work on time. Consistent tardiness is grounds for termination.
- (b) In the case of illness, the employee is asked to contact the Executive Director or designee as soon as possible but no later than the time the employee would normally begin work.

4. Dress Code

- (a) Attire at all times should be professional and in good taste.
- (b) The Executive Director may provide additional guidelines on appropriate professional attire at his or her discretion.

E. Compensation.

- 1. The Executive Director develops employees' salary ranges with the concurrence of the Board.
- 2. Salaries are paid either by check or direct deposit, as elected by the employee, semi-monthly on the 15th and last working day of each month. The pay period cut-off dates are the 5th and 20th of each month. Any special situations regarding payment of salaries are handled at the discretion of the Executive Director. The employee is responsible for the completion and accuracy of all records related to timesheets, withholding requests, and other documentation authorizing payroll deductions.
- 3. Pay increases are based on each employee's performance and other economic factors impacting the Authority. Salary reviews shall take place at the end of each year. The Executive Director, usually 30 days prior to the end of the year, will request input from employees for their annual performance review and determine whether pay increases are warranted, consistent with the Authority's Budget. The Executive Director will confer with 2 or more members of the Board prior to making individual pay increases. Such recommendations shall be ratified by the Board of Directors and the Board's next scheduled meeting. Pay increases are discretionary. Employees should not construe this policy as requiring the Authority to increase salaries at any time.

F. Vacation Plan.

1. The Authority's vacation practices are intended to grant eligible employees time off with pay according to their years of service. These practices apply to all regular, full-time employees.
2. Prior approval through normal reporting channels is required for employees to take vacation.
3. Vacation time allotments are based on length of service; however, such allotments may be changed by disciplinary or other actions by the Executive Director.
4. All vacations will be determined on a calendar-year basis. For instance, an increase in an employee's allotment of vacation days does not take effect until January 1 of the year after the year in which the employee completes the service requirement set out below.
 - (a) If an otherwise eligible employee is absent from work at the beginning of a calendar year for any reason (including paid sick leave, unpaid leave of absence, etc.), the employee is not eligible for paid vacation in that calendar year unless and until the employee returns to active work in that calendar year.
 - (b) If an employee has not performed active work in a calendar year, the employee is not eligible for paid vacation in that calendar year.
 - (c) If an employee is on authorized absence (with or without pay) throughout a calendar year, the employee is not eligible for paid vacation in that calendar year; therefore, the employee will not receive vacation in that calendar year.
5. New Employees are eligible for: (Employees hired during the year in which vacation would be taken or the directly preceding year ("New Employee")):
 - (a) One (1) week vacation after one (1) year of service, to be taken between January 1 after the end of the one (1) year period and December 31 of the following year hired; and
 - (b) Two (2) weeks vacation after two (2) years of service, to be taken between January 1 after the end of the second (2nd) year period and December 31 of the following year.

6. A regular, active employee (not qualifying as a New Employee) is eligible for a paid vacation of two weeks during each calendar year. As years of continuous service increase, weeks of vacation eligibility also increase as shown below:

LENGTH OF SERVICE	WEEKS OF VACATION*
After 2nd year	2 weeks
After 3rd year	2 weeks 1 day
After 4th year	2 weeks 2 days
After 5th year	2 weeks 3 days
After 6th year	2 weeks 4 days
After 7th year through 10th year	3 weeks
After 10th year	4 weeks maximum <u>such other amount that may be determined by the Board</u>

*After the first year of service, vacation periods coincide with calendar years.

7. For all employees of the Authority, vacation time must be taken the year earned. Employees may not carry over accrued time from calendar year to calendar year.
8. Regular active employees, employees actively at work on December 31 or those on approved vacation on December 31, may take vacation beginning the first work day of a new calendar year.
9. Vacations should be scheduled and requested within a reasonable time, as determined by the Executive Director, in advance of such dates requested so plans may be made for personnel replacements, if necessary. If practical, vacation schedules will be approved according to employees' preferences. However, work assignments and responsibilities will be the controlling factors in scheduling vacations of individual employees. Vacation date preferences may be granted based on length of service among other factors.
10. If an employee resigns in good standing, at the time of resignation the employee will be paid for accrued vacation time not taken in that current calendar year. The Authority will not compensate regular active employees for "vacations" not taken in a calendar year. Employees who do not actively perform their jobs during a calendar year (e.g., those who are on paid or unpaid authorized or unauthorized absences or as determined by the Executive Director) will not receive pay in lieu of vacation. If an employee's employment is terminated, that employee will not receive pay in lieu of vacation.
11. If a Paid Holiday (see Section 6G below) occurs during the period of an employee's vacation, the employee will be granted either the last scheduled work day before the vacation or the first scheduled work day after the completion of the vacation as a substitute vacation day. If two or more Paid Holidays occur during an employee's vacation, the employee will be granted an equivalent number of

6. Personal sick days may not be carried over from the prior year or borrowed from the next calendar year, and payment in lieu of personal sick days is prohibited.
7. Personal sick days are to be used for an employee's illness or injury only and may not be used as additional vacation days.
8. Absences for personal sick days greater than five (5) days per calendar year should be charged to vacation, personal days or unpaid leave.
9. Personal sick days are not to be considered hours worked for the purpose of calculating overtime.

I. Unpaid Leave.

1. Upon written request or in an emergency, ~~unpaid or~~ unpaid leave of absence may be given for various reasons upon the approval of the Executive Director.
2. Benefits do not accrue while the employee is on leave without pay.
3. The Authority ~~will adhere~~ is not subject to the rules of Family Medical Leave Act ~~as implemented and prescribed by the City. The City's Family Medical Leave Act policy can be found online at.~~ Accordingly, the Executive Director may develop a leave policy consistent with the needs of the Authority.
<http://www.houstontx.gov/hr/benefits/index.html#fmla>.

J. Technology in the Workplace

1. The Authority's e-mail, computing, network, internet, telephone, and voicemail systems (collectively "Electronic Communication Systems") are the property of the Authority. As such, these resources are to be used only to conduct Authority business. Incidental and occasional personal use of the Authority's Electronic Communications Systems is permitted so long as such use does not detract in any way from the conduct of employee responsibilities and Authority business. Personal use must be kept at a minimum and must not violate any other of the Authority's policies.
2. The Authority reserves and exercises the right to access, intercept, monitor, record, copy, review, disclose, download, and delete any communication or information that employees create or maintain using the Authority's Electronic Communication Systems. As a result, **employees must have no expectation of privacy in their use of the Authority's Electronic Communication Systems.**
3. Employees are also advised that certain information on each employee's Electronic Communication System may fall under the Public Information Act (Texas Government Code, Chapter 552). Furthermore, employees shall cooperate with the Authority's designated Public Information Coordinator to provide

**TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
CITY OF HOUSTON, TEXAS**

**FIFTH AMENDED
PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN**

December 31, 2012

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

Part F – Fifth Amended Project Plan and Reinvestment Zone Financing Plan

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REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
Fifth Amended Project Plan and Reinvestment Zone Financing Plan

Introduction

The Reinvestment Zone Number Two, City of Houston, Texas, ("T.I.R.Z. #2," "Midtown," or "Zone") was created by the City Council of the City of Houston, Texas ("City") on December 14, 1994, by Ordinance No. 94-1345 and enlarged by Ordinance No. 95-1322. The primary goals of the Zone are to provide a source of funding through tax increments generated by redevelopment to eliminate the blight and substandard conditions existing and provide a way to remediate unsafe and unsanitary conditions in the Zone, and encourage the sound growth of the residential, retail, and commercial sectors in the Zone through the design and construction of improved streetscape enhancements, pedestrian amenities, public utility system upgrades, parkland improvements, and historic preservation.

Section One

The Part A Plan

In May 1997 the City approved the first amendment to the Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 97-600 (collectively, Part A Plan), as amended on October 22, 1997, by Ordinance No. 97-1338. The Part A Plan consisted of a comprehensive plan for redevelopment in the Zone with project costs consisting of the following categories: housing; historic preservation; park acquisition; park and gateway development; existing Park development; bike paths; streets, alleys and utilities; plazas along Main Street; demolition; security enhancements; pedestrian pathways; streetscapes along major streets, including Westheimer/Elgin and Alabama; Main Street improvements.

The Part B Plan

In August 1999, the City approved the second amendment to the Project Plan and Reinvestment Zone Financing Plan (Part B Plan) by Ordinance No. 99-850. The Part B Plan expanded the original Zone boundaries by adding approximately 153 acres and increasing the project costs of the Zone to \$434,622,411. The Part B Plan restated the goals and objectives included in the Part A Plan.

The Part C Plan

In December 2009, the City approved a third amendment to the Project Plan and Reinvestment Zone Financing Plan (Part C Plan) by Ordinance No. 2009-1395, which designated a Cultural and Tourism District, comprising the then existing boundaries of the Zone and annexing additional acres to the south of the Zone. The Part C Plan authorized use of Chapter 380, Texas Local Government, to provide grants (Chapter 380 Grants) to cultural facilities to enhance and continue vitality of existing cultural facilities in the Zone and promote the creation of new cultural facilities. The Part C Plan also authorized creation of additional economic development programs for developing or expanding growth of the Zone's tax base, transportation, business,

commerce and tourism activities that would provide for public infrastructure improvements, parking facilities, and the establishment or promotion of public facilities.

The Part D Plan

In June 2011, the City approved the fourth amendment to the Project Plan and Reinvestment Zone Financing Plan (Part D Plan) by Ordinance No. 2011-534. The Part D Plan extended the duration of the Zone to December 31, 2033 and updated the revenue schedule and project costs to reflect the extended duration and the participation of the Houston Community College in the Zone.

Section Two

The Part E Plan

The Zone and the City now propose the fifth amendment to the Project Plan and Reinvestment Zone Financing Plan (Part E Plan). The Part E Plan consists of (i) summary of the redevelopment efforts of the Zone; (ii) a restatement of the Zone's redevelopment goals as the Zone, (iii) the redesignation of the Zone's Project Cost categories and costs to align with current goals and (iv) the authorization of expenditures for the renewal, replacement, maintenance and operation for capital project costs of the Zone.

A. Summary of Redevelopment Efforts

Significant redevelopment and reinvestment has occurred in Midtown since its inception. With the increased demand for urban type living, especially along transit and near employment, Midtown is continuing to see positive private investment, primarily of multi-family housing and mixed use development. To date for every \$1.00 of capital improvements spent, the private development market has invested \$47.00.

While the first wave of development in Midtown occurred in the northwest quadrant and east central quadrant of the Zone (just outside of a common 5-minute walking distance from transit), new development and interest is emerging around the McGowen Station and HCC/Ensemble Station areas. As capital improvements are focused on key corridors and destinations within the Zone, redevelopment efforts will continue to grow and prosper.

Despite concerns that private development would stall development opportunities are continuing to mature. Development extending beyond standard stick built multi-family housing, because of demand and lease rates, are suggesting mid-rise construction around areas of existing and proposed capital improvements and continuing to suggest that there is a link between capital improvements and redevelopment opportunities.

As Midtown continues to fulfill its desire to be a place of great quality of life, capital improvements are focusing on creating pedestrian oriented and walkable complete streets, utility and infrastructure, parks and plaza spaces, cultural resources, district portals, parking, and overall safety and comfort in the public domain. Improving these

valuable elements will assist in making Midtown a premier area in the City for redevelopment and reinvestment.

B. Redevelopment Plan Concepts and Goals

The following are the redevelopment concepts and goals of the Part E Plan, which restate the prior redevelopment concepts and goals, updated based on the results of the Zone's redevelopment efforts. To the extent such prior statement of redevelopment concepts conflict with the concepts and goals articulated below, the information provided below controls.

Targeted real estate acquisitions of blight in certain areas of the Zone, including Main Street Corridor, in order to catalyze development throughout the Zone and utilize the benefits of public transit.

Targeted real estate acquisitions of blight catalyze redevelopment in the Zone. As noted on page 11 of the Part A Plan, Main Street was envisioned to be the focus area activities, however, in practice Main Street itself is limited by the practicalities of on-street light rail and the limited availability of parking and as such streets intersecting and parallel to Main Street have benefitted. The Main Street Corridor, consisting of not only Main Street itself but Travis and Fannin Streets running parallel thereto, is a vital set of arteries through the Zone with various development efforts planned. The Zone has acquired material tracts along the Main Street Corridor, including the pieces of land that will soon comprise Superblock Park, which will be a focal point for the Main Street Corridor and consist of a 3-acre urban park with restaurant pads and a subterranean parking garage. The Zone also acquired the land and improvements that constitute 3300 Main, which represents approximately 50,000 sq. ft. of property along the Main Street Corridor. The Zone is in the planning stages of potential targeted acquisitions on the northern and southern portions of the Main Street Corridor, both of which are to be evaluated in light of the effects of surrounding redevelopment.

The Zone will continue to work to develop the central, northern and southern nodes of the Main Street Corridor by utilizing already owned properties, targeted acquisitions of additional property or inducing other complimentary projects all of which will be linked by the light rail and other amenities. Increased residential density and commercial uses serving such residents along the Main Street Corridor promote increased access to the light rail and in turn ridership. Accordingly, the Zone plans to leverage federal transportation grants to improve public infrastructure in and around the Main Street Corridor and for development of parking facilities for light rail users. The Zone will continue to create walkable sidewalks allowing access to transit and encourage expansion of bus and shuttle services.

Development of open green space, parks, plazas, public squares, and other similar improvements within the Zone.

The Zone's continued development of new green space and redevelopment of existing green spaces is vital for the creation of cohesive and vibrant communities within the Zone as well as attracting residents from surrounding communities. The Part A Plan's

articulation of the need for public open spaces in contrast to limited private outdoor space remains true today and the Zone's public improvements consisting of parks, plazas, public squares and landscaping in public right-of-way (as further described in Section Two, A. Summary of Redevelopment Efforts above) carry out the vision for creating community with open spaces, connectivity and mixed uses along its corridors. Parks and plazas help foster social interactions that define the public realm and urban culture. In addition to the Superblock Park, which is currently under design, the Zone anticipates completion of major renovations to Midtown Park, Baldwin Park and Glover Park. Additionally, the Zone also owns and controls certain greenspaces adjacent to existing developments which may be redeveloped in the future. The Zone expects the development of plazas and public squares to compliment cultural facilities in the Zone. For example, many of the Zone's key cultural institutions reside along the Midtown Corridor, therefore the development of such amenities must be consistent and complement those institutions and keep pace with increased residential density throughout the Zone and the evolution of amenities desired by such residents.

Enhance public infrastructure within the Zone to proactively facilitate redevelopment.

As described in Summary of Redevelopment Efforts herein, the Zone has upgraded significant portions of the streetscape, sidewalks and utilities throughout the Zone. The Zone has expedited capital improvement projects in the Zone by managing the projects and using tax increment to finance them. Map I, attached hereto, depicts completed public infrastructure improvement projects and planned future projects. The Zone will continue to enhance public infrastructure in the Zone in order to keep pace with expanding demands due in part to the Zone's own successful redevelopment efforts.

Implement development guidelines relating to public infrastructure and amenities to promote diverse mixed use neighborhoods and communities within the Zone.

The Zone expects to develop and implement development guidelines for public infrastructure that induces and supports private development, public access, walkable sidewalks, connectivity and sustainable construction. As indicated on page 10 of the Part A Plan, one of the Zone's major concepts is to create streetscape and buildings that acknowledge and respect the perspective and needs of pedestrians using the sidewalks and other pathways. The development guidelines will serve as a guidepost to both private developers for how such projects interact with public space and the Zone or other public entities for public improvements in and around private developments. The Zone expects to work closely with the City to accomplish these guidelines and to ensure that they work in harmony with all existing policy directives of the City. The goal is to elevate the standard for livability in the Zone and cohesion among the diverse mixed use neighborhoods and commercial uses and tailored to promote connectivity among these areas.

It is not currently anticipated that land use restrictions will be implemented as contemplated in Chapter 311 of the Texas Tax Code.

The creation and inducement of expanded parking facilities within the Zone and the acquisition of real estate therefor.

There is a significant need for parking facilities in the Zone due to the Zone's location between two of the City's main workforce areas (Downtown and the Texas Medical Center), access to mass transit and the mixed use development of retail, single and multifamily housing, cultural and entertainment venues that draw in visitors to the Zone. The Zone intends to evaluate the need and identify strategic locations for the construction or inducement of such facilities that will constitute public infrastructure under the Project Plan. The Zone may develop and/or construct parking facilities with a management contract in place or could partner with or provide subsidy to other entities for parking facilities. Enhanced parking options along the light rail present opportunities for additional visitors to the Zone and would enhance retail and commercial facilities in and around the parking and light rail stops within the Zone. Additionally, some parking facilities could qualify for federal grants, which allow the Zone to leverage tax increment and use such increment for other redevelopment efforts.

Acquisition and development of transit accessible and sustainable affordable housing.

The property held by the Zone for affordable housing (as described in Section Two, A. Summary of Redevelopment Efforts above) is appropriate for the development of sustainable affordable housing to serve the two major workplaces within the City's core. The expansion of light rail within such area presents additional opportunities to develop housing for residents of this community. As the Zone continues to focus on development of sustainable affordable housing while partnering with community partners, the land acquisition and redevelopment efforts will further focus on acquiring land along the expanded transit lines in the City's historic Third Ward and developing projects that have a nexus with transit and public facilities like libraries, schools, recreational facilities and hike and bike trails. Additionally, in order to maximize use of the Zone's affordable housing holdings, the Zone will consider partnering with private developers of mixed income residential housing in circumstances that make sense given community dynamics and in some instances participating in multiparty contracts with community development corporations and private developers.

Selective cultural facility grants to support cultural facilities resident in the Zone.

The Zone was designated by the Texas Commission on the Arts as a Cultural District and contains approximately 31 cultural education facilities. This blue ribbon award by the state of Texas is anticipated to galvanize the growing number of cultural facilities in the Zone. The Zone has made grants of tax increment, as directed by the City and consistent with its Project Plan and 380 Programs, to various cultural facilities in the Zone for portions of both construction and land costs. The Zone anticipates continuing to provide selective grants to new, existing and emerging cultural facilities in the Zone that serve to strengthen the Cultural District and through location, or the attraction of visitors to such facility, are catalyze for redevelopment and support retail uses to complement the visitors experience in the Zone. The Zone will adopt a policy for criteria and evaluation of such

cultural facilities and has set aside herein certain project costs for grants to cultural facilities in the Zone.

C. Authorized Projects and Project Costs

The amended and restated Project Costs are detailed below. Additionally, attached hereto as **Exhibit I** is a schedule of Zone’s project costs, details of adjustments in the project costs from Plan A to Plan E and amounts remaining under each project costs category as of June 30, 2012. The dollar amounts for each category are approximate and may be amended from time to time by the Board of Directors of the Zone.

Summary of Project Costs

Financing Costs	60,831,816
Real Property Assembly	25,533,106
Professional Services	6,966,225
Capital Projects	
*School & Educ./Cultural	83,770,000
*Housing	129,888,707
Cultural and Places of Public Assembly	
Facilities	6,633,276
Historic Preservation	139,992
Parks & Paths	19,903,004
Public Infrastructure	20,000,000
Streets & Utilities	70,263,856
Streetscape & Gateways	39,773,654
Security Equip	2,576,282
Demolition & Cleanup	1,836,656
Total Capital Projects	364,785,427
Creation and Plan Expenses	557,300
Zone Operations	15,948,538
TOTAL	484,622,412

D. Chapter 380 Economic Development Programs.

As an alternative to direct invest in capital improvements to public infrastructure or investment in public infrastructure to stimulate private investment and economic development, the Zone may fund an economic development program to incentivize private enterprise in the Zone and serve as a catalyst for other business developments (“380 Programs”). The 380 Programs would induce private development paired with public investment support appropriate operation and maintenance of public infrastructure and facilities, including parks and recreational facilities, to develop and diversify the economy of the Zone, eliminate unemployment and underemployment in the Zone, and develop or expand transportation, business, and commercial activity in the Zone. The 380 Programs may also be paired with other financing mechanisms such as new market tax credits and related programs. The Zone may adopt a more formal program to address future conditions, and such 380 Programs as outlined in this Plan shall constitute an economic development program of the Zone.

E. Maintenance and Sustainability

As a direct consequence of an expanding list of projects, particularly park and public space projects, the Zone must provide for the maintenance and operation of the Zone's existing and planned projects in the near term and in years to come beyond the duration of the Zone. In order to adequately provide for maintenance and sustainability, maintenance and operation is added as project costs in **Exhibit I** attached hereto in an amount of up to 10% of total project costs for the Zone regardless of project cost category.

Additionally, Part E Plan authorizes the creation of a nonprofit corporation to be controlled by the Zone's Board of Directors, the purpose of which would be to facilitate, finance and administer the maintenance of public improvements and projects enriched by project funds. The new entity will enter into an interlocal agreement with the City, the Midtown Redevelopment Authority and the Midtown Management District to administer maintenance and operation of such improvements in perpetuity and to manage funds set aside for such purposes.

F. Project Plan

Existing Uses of Land (Texas Tax Code §311.011 (b)(1)): **Map 2**, attached hereto, depicts the existing land uses in the original and annexed areas of the Zone and **Map 3**, attached hereto, depicts the proposed land uses. The existing and proposed land uses include multi-family residential, single family and townhomes, commercial, office, public and institutional, transportation, park and open spaces, and undeveloped land uses. It also provides key infrastructure improvements and infrastructure needs.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and Other Municipal Ordinances (Texas Tax Code §311.011(b)(2)): All construction will be performed in conformance with the City's existing rules and regulations. There are no proposed changes to any City ordinance, master plan, or building code.

Estimated Non-Project Costs (Texas Tax Code §311.011 (b)(3)): The Project Costs included herein are inclusive of projects costs to be incurred by the Zone only. The costs that would otherwise be Project Costs but are derived from other parties, such as the U.S. Department of Transportation, are Non-Project Costs and account for \$2.5 million as of June 30, 2012 and are estimated to total \$10 million for the life of the Zone.

Method of Relocating Persons to be Displaced, if any, as a Result of Implementing the Plan (Texas Tax Code §311.011 (b)(4)): It is not anticipated that any residents will be displaced or relocated as a result of the Fifth Amendment.

G. Reinvestment Zone Financing Plan

Estimated Project Costs (Texas Tax Code §311.011(c)(1)): **Exhibit 1** details the proposed public improvement and administrative project costs. As set forth in the Part B Plan, the dollar amounts are approximate and may be amended from time to time by the Board of Directors of the Zone. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown on **Exhibit 1**. The project categories describe generally the kind of improvements contemplated by this Fifth Amendment.

Proposed Kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed in the Zone (Texas Tax Code §311.011(c)(2)): These details are described throughout the Plan, including but not limited to those presented in **Map 1**.

Economic Feasibility (Texas Tax Code §311.011(c)(3)): **Exhibits 2 thru 6** constitute updated incremental revenue estimates for the remaining years of the Zone. The incremental revenue estimates are projected to be sufficient to cover the costs of the proposed redevelopment and infrastructure improvements in the Zone for the remainder of the Zone. The Plan estimates total project costs of \$484,622,412, of which \$178,721,143 has already been expended during the life of the Zone through June 30, 2012 leaving \$305,901,269 in remaining project costs. The increment revenue estimate for the remaining years of the Zone inclusive of all Zone participations is \$373,399,306. The Zone and the City find and determine that the Part A Plan, Part B Plan, Part C Plan, Part D Plan and Part E Plan are economically feasible.

Estimated Amount of Bond Indebtedness; Estimated Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code §311.011, §311.011 (c)(5)): Issuance of notes and bonds by the Zone will occur as tax increment revenues allow. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the attached revenue and project schedules, as well as actual market conditions for the issue and sale of such notes and bonds.

Current Total Appraised Value of Taxable Real Property (Texas Tax Code §311.011 (c)(7)): The current projected appraised value of taxable real property in the Zone, as of September 12, 2012 is \$1,263,527,024.

Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code §311.011(c)(8)): The estimated captured appraised value for the remaining duration of the Zone is set forth in Exhibit 2.

Zone Duration (Texas Tax Code §311.011(c)(9)): The duration of the Zone is December 31, 2033.

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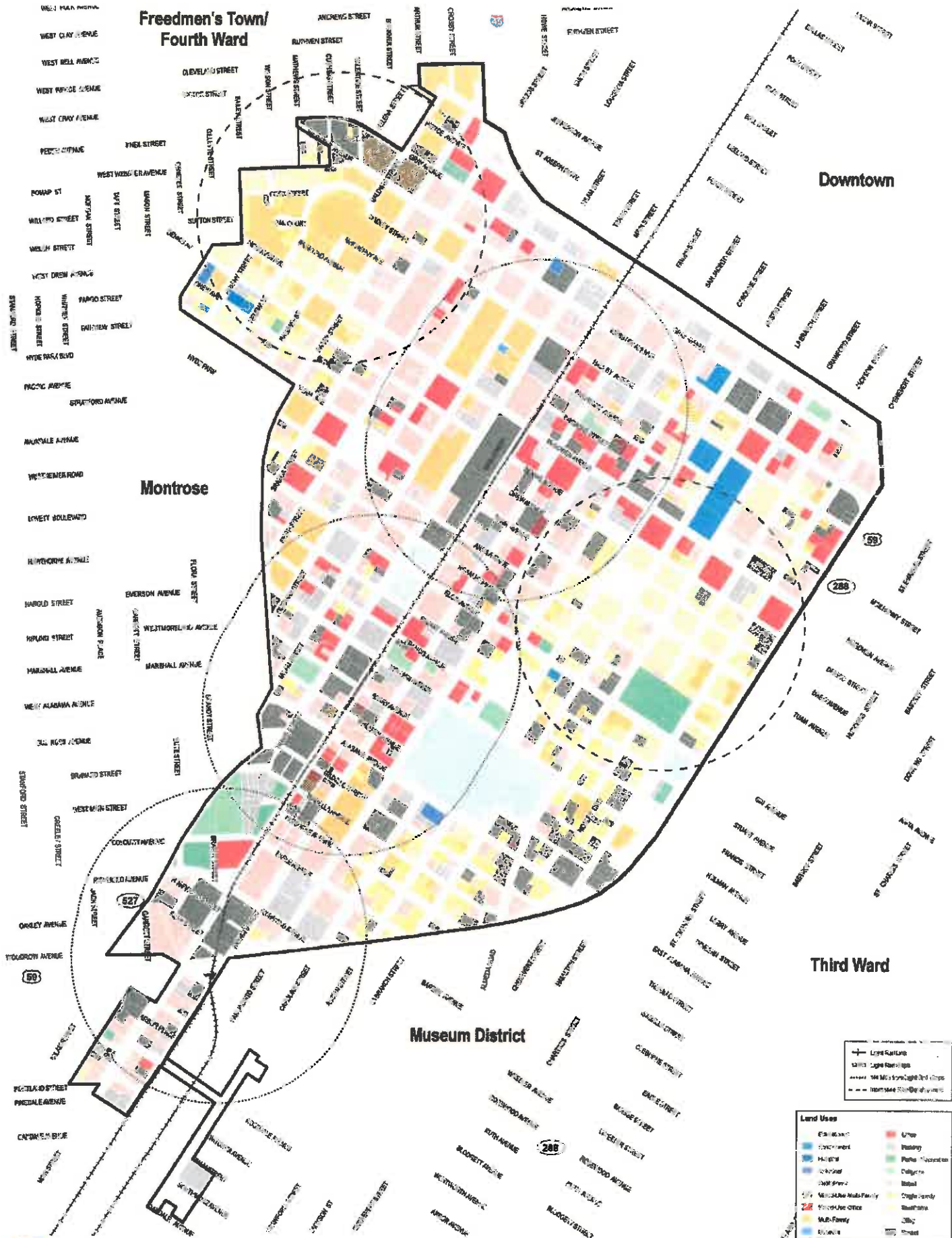
MAP 1
PUBLIC INFRASTRUCTURE PROJECTS

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MAP 2
LAND USES

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Freedmen's Town/ Fourth Ward



Legend

- Live Rail Line
- Light Rail Line
- Midtown Light Rail Stop
- Interstate Right-of-Way

Land Uses	
Education	Office
Entertainment	Residential
Health	Public - Recreation
Industrial	Religious
Office	Retail
Multi-Use Multi-Family	Single-Family
Public Use Office	Manufacturing
Multi-Family	Other
Public	Transport



MAP 3
PROPOSED LAND USES

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- Mixed Use - retail
office
residential
- Residential
- Education
- Cultural

EXHIBIT 1
PROJECT COST SCHEDULE

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Exhibit 1 - Project Costs Schedule*

	Part A & B Plan Estimated Costs	Part C Plan Project Costs Adjustments	Part D Plan Project Costs Adjustments	Part E Plan Project Cost Adjustments	Total Plan	Costs through 06/30/12	Remaining Costs
Non-Educational Project Costs							
Infrastructure Improvements							
Roadway and Utility System Improvements	\$ 62,365,000	\$ -	\$ 7,895,856	\$ -	\$ 70,260,856	\$ 8,273,151	\$ 60,987,705
Streets and Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetscapes and Gateways Improvements	\$ 36,190,000	\$ -	\$ 4,583,654	\$ -	\$ 40,773,654	\$ 17,382,940	\$ 23,390,714
Streetscapes and Gateways	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Infrastructure Improvements	\$ -	\$ -	\$ -	\$ 18,000,000	\$ 18,000,000	\$ -	\$ 18,000,000
Public Infrastructure	\$ 98,555,000	\$ -	\$ 12,479,510	\$ 18,000,000	\$ 129,034,510	\$ 26,656,091	\$ 102,378,419
Total Infrastructure Improvements	\$ 98,555,000	\$ -	\$ 12,479,510	\$ 18,000,000	\$ 129,034,510	\$ 26,656,091	\$ 102,378,419
Other Project Costs							
Real Property Assembly Improvements	\$ 20,000,000	\$ -	\$ 2,533,106	\$ 3,000,000	\$ 25,533,106	\$ 8,070,370	\$ 17,462,736
Real Property Assembly	\$ 20,000,000	\$ -	\$ 2,533,106	\$ 3,000,000	\$ 25,533,106	\$ 8,070,370	\$ 17,462,736
Total Real Property Assembly Improvements	\$ 20,000,000	\$ -	\$ 2,533,106	\$ 3,000,000	\$ 25,533,106	\$ 8,070,370	\$ 17,462,736
Professional Services	\$ 5,763,000	\$ -	\$ 1,203,225	\$ -	\$ 6,966,225	\$ 3,517,305	\$ 3,448,920
Professional Services	\$ 5,763,000	\$ -	\$ 1,203,225	\$ -	\$ 6,966,225	\$ 3,517,305	\$ 3,448,920
Total Professional Services Improvements	\$ 5,763,000	\$ -	\$ 1,203,225	\$ -	\$ 6,966,225	\$ 3,517,305	\$ 3,448,920
Historic Preservation Improvements	\$ 9,500,000	\$ -	\$ 729,914	\$ (10,069,922)	\$ 9,159,992	\$ 139,992	\$ -
Historic Preservation	\$ 9,500,000	\$ -	\$ 729,914	\$ (10,069,922)	\$ 9,159,992	\$ 139,992	\$ -
Total Historic Preservation Improvements	\$ 9,500,000	\$ -	\$ 729,914	\$ (10,069,922)	\$ 9,159,992	\$ 139,992	\$ -
Parks and Recreational Facilities Improvements	\$ 16,210,000	\$ -	\$ 2,053,082	\$ 1,639,922	\$ 19,903,004	\$ 9,741,251	\$ 10,161,753
Parks and Paths	\$ 16,210,000	\$ -	\$ 2,053,082	\$ 1,639,922	\$ 19,903,004	\$ 9,741,251	\$ 10,161,753
Total Parks and Recreational Facilities Improvements	\$ 16,210,000	\$ -	\$ 2,053,082	\$ 1,639,922	\$ 19,903,004	\$ 9,741,251	\$ 10,161,753
Safety & Security Infrastructure Improvements	\$ 4,550,000	\$ -	\$ 576,282	\$ (3,550,000)	\$ 1,576,282	\$ -	\$ 1,576,282
Security Equipment	\$ 4,550,000	\$ -	\$ 576,282	\$ (3,550,000)	\$ 1,576,282	\$ -	\$ 1,576,282
Total Safety & Security Infrastructure Improvements	\$ 4,550,000	\$ -	\$ 576,282	\$ (3,550,000)	\$ 1,576,282	\$ -	\$ 1,576,282
Remediation Improvements	\$ 3,900,000	\$ -	\$ 483,956	\$ -	\$ 4,383,956	\$ -	\$ 4,383,956
Demolition and Cleanup	\$ 3,900,000	\$ -	\$ 483,956	\$ -	\$ 4,383,956	\$ -	\$ 4,383,956
Total Remediation Improvements	\$ 3,900,000	\$ -	\$ 483,956	\$ -	\$ 4,383,956	\$ -	\$ 4,383,956
Cultural and Public Facilities Improvements	\$ -	\$ 5,000,000	\$ 633,276	\$ 1,000,000	\$ 6,633,276	\$ 1,308,617	\$ 5,324,659
Cultural and Places of Public Assembly Facilities	\$ -	\$ 5,000,000	\$ 633,276	\$ 1,000,000	\$ 6,633,276	\$ 1,308,617	\$ 5,324,659
Total Cultural and Public Facilities Improvements	\$ -	\$ 5,000,000	\$ 633,276	\$ 1,000,000	\$ 6,633,276	\$ 1,308,617	\$ 5,324,659
Total Other Project Costs	\$ 59,923,000	\$ -	\$ 8,222,841	\$ -	\$ 73,145,841	\$ 22,777,535	\$ 42,368,306
Affordable Housing Improvements	\$ 115,287,000	\$ -	\$ 14,601,707	\$ -	\$ 129,888,707	\$ 63,946,139	\$ 65,942,568
Affordable Housing	\$ 115,287,000	\$ -	\$ 14,601,707	\$ -	\$ 129,888,707	\$ 63,946,139	\$ 65,942,568
Total Affordable Housing Improvements	\$ 115,287,000	\$ -	\$ 14,601,707	\$ -	\$ 129,888,707	\$ 63,946,139	\$ 65,942,568
Financing Cost	\$ 62,869,111	\$ -	\$ 7,962,705	\$ (10,000,000)	\$ 60,831,816	\$ 32,188,689	\$ 28,643,127
Financing Cost	\$ 62,869,111	\$ -	\$ 7,962,705	\$ (10,000,000)	\$ 60,831,816	\$ 32,188,689	\$ 28,643,127
Total Financing Costs	\$ 62,869,111	\$ -	\$ 7,962,705	\$ (10,000,000)	\$ 60,831,816	\$ 32,188,689	\$ 28,643,127
Zone Administration	\$ 13,661,000	\$ -	\$ 1,730,238	\$ -	\$ 15,391,238	\$ 10,450,274	\$ 4,940,964
Operations for Duration of Zone	\$ 557,300	\$ -	\$ -	\$ -	\$ 557,300	\$ -	\$ -
Zone Creation	\$ 14,218,300	\$ -	\$ 1,730,238	\$ -	\$ 15,948,538	\$ 11,007,574	\$ 4,940,964
Total Non-Educational Project Costs	\$ 240,115,411	\$ 5,000,000	\$ 30,974,676	\$ -	\$ 276,089,987	\$ 92,629,889	\$ 183,459,998
Education Project Costs	\$ 83,770,000	\$ -	\$ -	\$ -	\$ 83,770,000	\$ 22,145,115	\$ 61,624,885
Cost Associated with the construction/reconstruction of Educational Facilities	\$ 83,770,000	\$ -	\$ -	\$ -	\$ 83,770,000	\$ 22,145,115	\$ 61,624,885
Total Education Project Costs	\$ 83,770,000	\$ -	\$ -	\$ -	\$ 83,770,000	\$ 22,145,115	\$ 61,624,885
PROJECT PLAN TOTAL	\$ 434,822,411	\$ 5,000,000	\$ 45,000,001	\$ -	\$ 484,822,412	\$ 178,721,143	\$ 305,901,269

*Pursuant to Section E of the Part E Plan, 5% of all project costs for the Zone may be used for capital maintenance, replacement and renewal of projects completed with project cost regardless of category.

EXHIBIT 2

TOTAL REVENUE SCHEDULE FOR ALL PARTICIPANTS

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**Plan Revenue Schedule
Total Revenues and Transfers**

FYE 6/30 TY	Incremental Revenue											Gross Revenues
	Original Area			Annexed Area			City	Total	Annexed Area		Total	
	County	HISD	HCC	HISD	HCC	HISD			HCC			
2013	\$ 5,499,105	\$ 3,669,104	\$ 7,080,038	\$ 729,938	\$ 16,978,185	\$ 987,226	\$ 798,402	\$ 134,487	\$ 1,920,117	\$ 18,898,302		
2014	5,660,915	3,777,151	7,777,192	751,360	17,966,618	1,020,543	859,521	136,954	2,019,018	19,985,638		
2015	5,826,769	3,887,900	8,304,655	773,317	18,792,641	1,054,690	920,610	143,533	2,118,863	20,911,504		
2016	5,996,789	4,001,418	8,848,017	795,823	19,642,027	1,089,692	981,760	148,226	2,219,677	21,861,704		
2017	6,171,020	4,117,773	9,707,661	816,691	20,815,368	1,125,568	1,042,879	153,037	2,321,483	23,136,850		
2018	6,349,627	4,237,038	10,369,460	842,537	21,718,662	1,162,341	1,103,898	157,967	2,424,307	24,142,969		
2019	6,532,699	4,359,284	11,094,595	866,773	22,853,352	1,200,034	1,165,085	163,021	2,528,140	25,381,492		
2020	6,720,348	1,641,825	11,714,982	891,619	20,968,771	1,238,669	1,226,279	188,202	2,633,149	23,601,920		
2021	6,912,688	-	12,353,534	917,079	20,183,302	1,278,270	1,267,472	173,512	2,739,254	22,922,556		
2022	7,109,837	-	12,803,030	943,179	20,856,046	1,318,861	1,348,668	178,954	2,846,481	23,702,527		
2023	7,311,914	-	13,246,502	969,932	21,528,349	1,360,466	1,409,860	184,533	2,954,859	24,483,208		
2024	7,519,044	-	13,621,569	997,353	22,197,988	1,403,112	1,470,958	190,251	3,064,322	25,202,307		
2025	7,731,351	-	14,006,052	1,025,460	22,762,864	1,446,824	1,532,057	188,112	3,174,993	25,937,857		
2026	7,948,966	-	-	1,054,270	9,003,236	1,491,629	-	202,120	1,693,749	10,698,985		
2027	8,172,022	-	-	-	8,172,022	1,537,553	-	-	1,537,553	9,709,575		
2028	8,400,654	-	-	-	8,400,654	1,584,626	-	-	1,584,626	9,985,280		
2029	8,635,002	-	-	-	8,635,002	1,632,876	-	-	1,632,876	10,367,878		
2030	8,875,206	-	-	-	8,875,206	1,682,332	-	-	1,682,332	10,657,540		
2031	9,121,420	-	-	-	9,121,420	1,733,025	-	-	1,733,025	10,854,444		
2032	9,373,767	-	-	-	9,373,767	1,784,984	-	-	1,784,984	11,156,771		
2033	9,632,463	-	-	-	9,632,463	1,836,243	-	-	1,836,243	11,470,708		
2034	9,897,608	-	-	-	9,897,608	1,892,833	-	-	1,892,833	11,790,439		
Total	\$ 145,859,145	\$ 29,681,493	\$ 140,847,329	\$ 12,377,529	\$ 328,765,496	\$ 27,133,322	\$ 15,147,577	\$ 2,332,911	\$ 44,613,809	\$ 373,399,306		

(1) 97% Collection Rate. Assumes 2.5% growth in TAV.

FYE 6/30 TY	Gross Revenues			Transfers and Expenses			Net Revenues
	Affordable Housing	HISD		Admin	Total	Net Revenues	
		Educational	Transferrer				
2013	\$ 6,114,697	\$ 2,130,965	\$ 587,772	\$ 8,803,633	\$ 10,094,669		
2014	6,472,334	2,218,443	572,980	9,263,708	10,721,928		
2015	6,775,625	2,289,588	566,488	9,653,681	11,257,624		
2016	7,087,298	2,362,263	604,394	10,053,955	11,807,748		
2017	7,506,955	2,465,384	620,718	10,593,057	12,543,793		
2018	7,896,801	2,541,757	637,450	11,016,008	13,126,960		
2019	8,243,976	2,635,816	654,601	11,538,197	13,843,295		
2020	7,692,360	2,719,732	530,042	10,942,135	12,659,766		
2021	7,489,458	2,801,595	459,548	10,750,601	12,171,956		
2022	7,745,542	2,885,259	471,435	11,082,237	12,620,290		
2023	8,001,765	2,928,344	483,619	11,413,729	13,069,479		
2024	8,237,361	2,984,815	486,108	11,718,264	13,494,023		
2025	8,476,338	3,042,188	506,909	12,029,434	13,908,422		
2026	3,402,069	-	497,030	3,899,098	6,797,866		
2027	3,074,699	-	485,479	3,560,178	6,149,398		
2028	3,162,005	-	489,254	3,651,259	6,324,011		
2029	3,251,495	-	513,394	3,764,889	6,502,988		
2030	3,343,221	-	527,877	3,871,098	6,686,442		
2031	3,437,241	-	542,722	3,979,963	6,874,481		
2032	3,533,611	-	557,839	4,091,450	7,067,222		
2033	3,632,360	-	573,535	4,205,895	7,264,780		
2034	3,733,839	-	589,522	4,323,361	7,467,278		
Total	\$ 120,867,263	\$ 33,989,951	\$ 10,809,698	\$ 165,666,902	\$ 207,712,404		

EXHIBIT 3
REVENUE SCHEDULE CITY OF HOUSTON

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Plan Revenue Schedule
City of Houston

FYE	TY	Base Value		Projected Value		Captured Value		97% Collections	Tax Rate
		Original Area	Annexed Area	Original Area	Annexed Area	Original Area	Annexed Area		
2013	2012	\$ 157,081,540	\$ 55,741,011	\$ 1,044,824,531	\$ 215,077,305	\$ 367,543,991	\$ 139,336,294	97.00%	0.63875
2014	2013	157,081,540	55,741,011	1,070,740,144	220,454,338	913,658,504	164,713,227	97.00%	0.63875
2015	2014	157,081,540	55,741,011	1,097,508,648	225,365,594	940,427,108	170,224,583	97.00%	0.63875
2016	2015	157,081,540	55,741,011	1,124,846,364	231,614,733	967,864,824	175,875,722	97.00%	0.63875
2017	2016	157,081,540	55,741,011	1,153,070,023	237,405,102	995,986,483	181,664,681	97.00%	0.63875
2018	2017	157,081,540	55,741,011	1,181,896,774	243,340,229	1,024,815,234	187,589,218	97.00%	0.63875
2019	2018	157,081,540	55,741,011	1,211,444,193	249,423,735	1,054,362,653	193,682,724	97.00%	0.63875
2020	2019	157,081,540	55,741,011	1,241,730,298	255,659,328	1,084,648,758	199,918,317	97.00%	0.63875
2021	2020	157,081,540	55,741,011	1,272,773,555	262,050,812	1,115,682,015	206,309,801	97.00%	0.63875
2022	2021	157,081,540	55,741,011	1,304,932,894	268,602,082	1,147,511,354	212,861,071	97.00%	0.63875
2023	2022	157,081,540	55,741,011	1,337,207,717	275,317,134	1,180,126,177	219,576,123	97.00%	0.63875
2024	2023	157,081,540	55,741,011	1,370,937,910	282,200,062	1,213,556,370	226,459,051	97.00%	0.63875
2025	2024	157,081,540	55,741,011	1,404,903,857	288,255,064	1,247,922,317	233,514,053	97.00%	0.63875
2026	2025	157,081,540	55,741,011	1,440,026,454	296,486,440	1,282,944,314	240,745,429	97.00%	0.63875
2027	2026	157,081,540	55,741,011	1,476,027,115	303,898,601	1,318,945,575	248,157,580	97.00%	0.63875
2028	2027	157,081,540	55,741,011	1,512,927,793	311,496,066	1,355,846,253	255,755,055	97.00%	0.63875
2029	2028	157,081,540	55,741,011	1,550,750,998	319,283,468	1,393,669,448	263,542,457	97.00%	0.63875
2030	2029	157,081,540	55,741,011	1,689,519,762	327,265,555	1,432,438,222	271,824,544	97.00%	0.63875
2031	2030	157,081,540	55,741,011	1,629,257,757	336,447,194	1,472,176,217	279,706,193	97.00%	0.63875
2032	2031	157,081,540	55,741,011	1,669,989,200	343,833,374	1,512,907,660	288,092,363	97.00%	0.63875
2033	2032	157,081,540	55,741,011	1,711,738,990	352,429,208	1,554,657,390	296,688,197	97.00%	0.63875
2034	2033	157,081,540	55,741,011	1,754,532,404	361,239,938	1,597,450,864	305,486,927	97.00%	0.63875
		\$ 3,141,630,800	\$ 1,114,820,220	\$ 26,584,575,877	\$ 5,484,076,116	\$ 23,542,945,177	\$ 1,379,255,895		

FYE	TY	Incremental Revenue		Affordable Housing	5% Admin Fee	Net Revenue (Less Transfers)
		Original Area	Annexed Area			
2013	2012	\$ 5,499,105	\$ 987,228	\$ 2,054,006	\$ 324,317	\$ 4,108,011
2014	2013	5,660,915	1,020,543	2,115,795	334,073	4,231,589
2015	2014	5,926,769	1,054,690	2,179,129	344,073	4,358,257
2016	2015	5,996,769	1,069,692	2,244,046	354,323	4,488,092
2017	2016	6,171,020	1,125,568	2,310,586	364,829	4,621,172
2018	2017	6,349,827	1,162,341	2,378,790	375,898	4,757,560
2019	2018	6,532,699	1,200,034	2,448,699	386,637	4,897,398
2020	2019	6,730,348	1,238,669	2,520,355	397,951	5,040,711
2021	2020	6,912,688	1,278,270	2,593,803	409,548	5,187,607
2022	2021	7,109,837	1,318,861	2,669,088	421,435	5,338,175
2023	2022	7,311,814	1,360,466	2,746,254	433,619	5,492,508
2024	2023	7,519,044	1,403,112	2,825,349	446,108	5,650,699
2025	2024	7,731,351	1,446,824	2,906,422	458,909	5,812,844
2026	2025	7,948,986	1,491,629	2,989,522	472,030	5,979,043
2027	2026	8,172,022	1,537,693	3,074,698	485,479	6,149,398
2028	2027	8,400,654	1,584,626	3,162,005	499,264	6,324,011
2029	2028	8,635,002	1,632,876	3,251,495	513,394	6,502,989
2030	2029	8,875,209	1,682,332	3,343,221	527,877	6,686,442
2031	2030	9,121,420	1,733,025	3,437,241	542,722	6,874,481
2032	2031	9,373,797	1,784,984	3,533,611	567,939	7,067,222
2033	2032	9,632,463	1,838,243	3,632,390	573,535	7,264,780
2034	2033	9,897,606	1,892,833	3,733,639	589,522	7,467,278
		\$ 145,869,145	\$ 27,133,322	\$ 54,784,115	\$ 8,650,123	\$ 108,566,228

EXHIBIT 4

REVENUE SCHEDULE HOUSTON INDEPENDENT SCHOOL DISTRICT

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Plan Revenue Schedule
Houston Independent School District

FYE 8/30	TY	Base Value		Captured Appraised Value		Project Plan Value		97% Collections	Tax Rate
		Original Area	Annexed Area	Original Area	Annexed Area	Original Area	Annexed Area		
2013	2012	\$ 156,591,480	\$ 53,013,840	\$ 888,033,051	\$ 162,063,466	\$ 631,020,000	\$ 85,738,000	97.00%	1.1567
2014	2013	156,591,480	53,013,840	914,148,664	167,440,398	693,155,000	92,302,500	97.00%	1.1567
2015	2014	156,591,480	53,013,840	940,917,168	172,851,754	740,166,000	98,866,000	97.00%	1.1567
2016	2015	156,591,480	53,013,840	968,354,884	178,600,893	788,594,000	105,423,500	97.00%	1.1567
2017	2016	156,591,480	53,013,840	996,478,543	184,391,263	865,213,000	111,993,000	97.00%	1.1567
2018	2017	156,591,480	53,013,840	1,025,305,294	190,326,389	917,065,000	118,556,500	97.00%	1.1567
2019	2018	156,591,480	53,013,840	1,054,852,713	198,409,895	988,624,000	125,116,500	97.00%	1.1567
2020	2019	156,591,480	53,013,840	1,085,138,818	202,645,488	1,044,117,000	131,688,000	97.00%	1.1567
2021	2020	156,591,480	53,013,840	1,116,182,075	209,036,672	1,101,029,000	138,259,500	97.00%	1.1567
2022	2021	156,591,480	53,013,840	1,148,001,414	215,588,242	1,141,091,000	144,821,000	97.00%	1.1567
2023	2022	156,591,480	53,013,840	1,180,616,337	222,303,294	1,181,089,000	151,402,500	97.00%	1.1567
2024	2023	156,591,480	53,013,840	1,214,046,430	228,186,222	1,222,108,000	157,963,750	97.00%	1.1567
2025	2024	156,591,480	53,013,840	1,248,312,377	236,241,324	1,264,166,000	164,525,000	97.00%	1.1567
2026	2025	156,591,480	53,013,840	1,283,434,974	243,472,300	-	-	97.00%	1.1567
2027	2026	156,591,480	53,013,840	1,319,435,635	250,884,761	-	-	97.00%	1.1567
2028	2027	156,591,480	53,013,840	1,356,336,313	258,482,226	-	-	97.00%	1.1567
2029	2028	156,591,480	53,013,840	1,394,159,508	266,269,628	-	-	97.00%	1.1567
2030	2029	156,591,480	53,013,840	1,432,928,282	274,251,715	-	-	97.00%	1.1567
2031	2030	156,591,480	53,013,840	1,472,666,277	282,433,354	-	-	97.00%	1.1567
2032	2031	156,591,480	53,013,840	1,513,397,720	290,819,534	-	-	97.00%	1.1567
2033	2032	156,591,480	53,013,840	1,555,147,450	299,415,368	-	-	97.00%	1.1567
2034	2033	156,591,480	53,013,840	1,597,940,924	308,226,988	-	-	97.00%	1.1567
		\$ 1,318,229,600	\$ 1,060,275,800	\$ 23,562,746,377	\$ 4,433,799,316	\$ 12,577,635,000	\$ 1,626,672,750		

FYE 8/30	TY	Incremental Revenue		Affordable Housing		Admin Fee	Educational Transfer	Net Revenue (Less Transfers)
		Original Area	Annexed Area	Housing	Transfer			
2013	2012	\$ 7,080,038	\$ 798,402	\$ 2,617,813	\$ 25,000	\$ 2,130,985	\$ 3,104,662	
2014	2013	7,777,192	859,521	2,870,571	25,000	2,218,443	3,522,639	
2015	2014	8,304,655	920,640	3,066,765	25,000	2,289,588	3,843,942	
2016	2015	8,848,017	981,760	3,268,259	25,000	2,362,263	4,174,255	
2017	2016	9,707,681	1,042,879	3,575,187	25,000	2,465,384	4,684,989	
2018	2017	10,289,460	1,103,998	3,789,486	25,000	2,541,757	5,037,215	
2019	2018	11,084,585	1,165,085	4,078,227	25,000	2,639,618	5,516,835	
2020	2019	11,714,982	1,226,279	4,305,420	25,000	2,719,732	5,891,108	
2021	2020	12,353,534	1,287,472	4,538,669	25,000	2,801,565	6,275,743	
2022	2021	12,803,030	1,348,666	4,708,899	25,000	2,865,259	6,552,538	
2023	2022	13,246,502	1,409,860	4,877,131	25,000	2,928,344	6,825,897	
2024	2023	13,621,589	1,470,958	5,022,516	25,000	2,984,615	7,060,217	
2025	2024	14,006,052	1,532,057	5,171,036	25,000	3,042,188	7,289,865	
2026	2025	-	-	-	-	-	-	
2027	2026	-	-	-	-	-	-	
2028	2027	-	-	-	-	-	-	
2029	2028	-	-	-	-	-	-	
2030	2029	-	-	-	-	-	-	
2031	2030	-	-	-	-	-	-	
2032	2031	-	-	-	-	-	-	
2033	2032	-	-	-	-	-	-	
2034	2033	-	-	-	-	-	-	
		\$ 140,847,328	\$ 15,147,577	\$ 51,889,868	\$ 325,000	\$ 33,989,951	\$ 69,789,986	

EXHIBIT 5
REVENUE SCHEDULE HARRIS COUNTY

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Plan Revenue Schedule
Harris County

FYE	TY	Base Value	Projected Value	Captured Value	97% Collections	Tax Rate
2013	2012	\$ 157,131,420	\$ 1,940,293,000	\$ 893,161,589	97.00%	0.4283
2014	2013	157,131,420	1,066,300,534	909,168,914	97.00%	0.4283
2015	2014	157,131,420	1,092,967,843	935,826,423	97.00%	0.4283
2016	2015	157,131,420	1,120,281,789	963,150,369	97.00%	0.4283
2017	2016	157,131,420	1,148,288,833	991,157,413	97.00%	0.4283
2018	2017	157,131,420	1,176,996,054	1,019,964,534	97.00%	0.4283
2019	2018	157,131,420	1,206,420,955	1,049,289,536	97.00%	0.4283
2020	2019	157,131,420	1,236,581,479	1,079,450,059	97.00%	0.4283
2021	2020	157,131,420	1,267,496,016	1,110,364,696	97.00%	0.4283
2022	2021	157,131,420	1,299,183,417	1,142,051,997	97.00%	0.4283
2023	2022	157,131,420	1,331,663,002	1,174,531,562	97.00%	0.4283
2024	2023	157,131,420	1,364,954,577	1,207,823,157	97.00%	0.4283
2025	2024	157,131,420	1,399,078,442	1,241,947,022	97.00%	0.4283
2026	2025	157,131,420	1,434,055,403	1,276,923,883	97.00%	0.4283
2027	2026	157,131,420	1,468,906,788	1,312,775,368	97.00%	0.4283
2028	2027	157,131,420	1,506,654,458	1,349,523,038	97.00%	0.4283
2029	2028	157,131,420	1,544,320,819	1,387,189,398	97.00%	0.4283
2030	2029	157,131,420	1,582,928,839	1,425,797,419	97.00%	0.4283
2031	2030	157,131,420	1,622,502,060	1,465,370,840	97.00%	0.4283
2032	2031	157,131,420	1,663,064,612	1,505,933,192	97.00%	0.4283
2033	2032	157,131,420	1,704,641,237	1,547,509,807	97.00%	0.4283
2034	2033	157,131,420	1,747,257,358	1,590,125,938	97.00%	0.4283
		\$ 3,142,628,400	\$26,573,928,731	\$25,431,300,331		

FYE	TY	Increment Revenues	Affordable Housing	5% Admin Fee	Net Revenue (Less Transfers)
2013	2012	\$ 3,669,104	\$ 1,161,883	\$ 183,455	\$ 2,323,766
2014	2013	3,777,151	1,196,098	188,858	2,392,196
2015	2014	3,887,900	1,231,168	194,395	2,462,337
2016	2015	4,001,418	1,267,316	200,071	2,534,231
2017	2016	4,117,773	1,303,962	205,889	2,607,923
2018	2017	4,237,038	1,341,729	211,552	2,683,457
2019	2018	4,359,284	1,380,440	217,964	2,760,880
2020	2019	1,641,825	519,911	82,091	1,039,822
2021	2020	-	-	-	-
2022	2021	-	-	-	-
2023	2022	-	-	-	-
2024	2023	-	-	-	-
2025	2024	-	-	-	-
2026	2025	-	-	-	-
2027	2026	-	-	-	-
2028	2027	-	-	-	-
2029	2028	-	-	-	-
2030	2029	-	-	-	-
2031	2030	-	-	-	-
2032	2031	-	-	-	-
2033	2032	-	-	-	-
2034	2033	-	-	-	-
		\$ 29,691,493	\$ 9,402,306	\$ 1,484,575	\$ 16,804,612

EXHIBIT 6
REVENUE SCHEDULE HOUSTON COMMUNITY COLLEGE

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Plan Revenue Schedule
Houston Community College System

FYE	TY	Base Value		Projected Value		Captured Value		97%	Tar. Rate
		Original Area	Annexed Area	Original Area	Annexed Area	Original Area	Annexed Area		
630	2012	\$ 157,081,540	\$ 54,694,350	\$ 1,066,970,712	\$ 221,136,353	\$ 903,377,691	\$ 166,442,603	97.00%	0.0833
	2013	157,081,540	54,694,350	1,086,970,712	226,665,377	925,889,172	177,637,661	97.00%	0.0833
	2014	157,081,540	54,694,350	1,114,144,980	232,332,011	957,063,440	183,445,962	97.00%	0.0833
	2015	157,081,540	54,694,350	1,141,998,604	238,140,312	984,917,064	189,389,469	97.00%	0.0833
	2016	157,081,540	54,694,350	1,170,848,569	244,093,819	1,013,467,029	195,501,815	97.00%	0.0833
	2017	157,081,540	54,694,350	1,199,812,283	250,196,165	1,042,730,743	201,796,719	97.00%	0.0833
	2018	157,081,540	54,694,350	1,229,807,590	256,451,069	1,072,726,050	208,167,996	97.00%	0.0833
	2019	157,081,540	54,694,350	1,260,852,780	262,862,346	1,102,471,240	214,738,554	97.00%	0.0833
	2020	157,081,540	54,694,350	1,292,066,600	269,433,904	1,134,985,060	221,475,402	97.00%	0.0833
	2021	157,081,540	54,694,350	1,324,968,265	276,189,752	1,167,286,725	228,379,646	97.00%	0.0833
	2022	157,081,540	54,694,350	1,357,477,471	283,073,995	1,200,396,931	235,466,456	97.00%	0.0833
	2023	157,081,540	54,694,350	1,391,414,408	290,150,846	1,234,333,868	242,710,267	97.00%	0.0833
	2024	157,081,540	54,694,350	1,426,199,768	297,404,617	1,269,118,228	250,145,382	97.00%	0.0833
	2025	157,081,540	54,694,350	1,461,854,763	304,839,732	1,304,773,223	257,766,375	97.00%	0.0833
	2026	157,081,540	54,694,350	1,498,401,132	312,460,735	1,341,319,592	265,577,894	97.00%	0.0833
	2027	157,081,540	54,694,350	1,535,861,160	320,272,244	1,378,779,620	273,584,700	97.00%	0.0833
	2028	157,081,540	54,694,350	1,574,297,689	328,279,050	1,417,176,149	281,791,676	97.00%	0.0833
	2029	157,081,540	54,694,350	1,613,614,131	336,486,026	1,456,532,551	290,203,827	97.00%	0.0833
	2030	157,081,540	54,694,350	1,653,954,484	344,898,177	1,496,872,944	298,826,281	97.00%	0.0833
	2031	157,081,540	54,694,350	1,695,303,347	353,520,631	1,538,221,807	307,664,297	97.00%	0.0833
	2032	157,081,540	54,694,350	1,737,695,930	362,358,647	1,580,604,390	316,723,263	97.00%	0.0833
	2033	157,081,540	54,694,350	1,781,128,078	371,417,613	1,624,046,538	325,947,437	97.00%	0.0833
	2034	\$ 3,141,630,800	\$ 1,093,887,000	\$ 27,089,067,967	\$ 5,846,867,750	\$ 23,947,437,167	\$ 4,554,980,130		

FYE	TY	Incremental Revenue		Affordable Housing	Admin Fee	Net Revenue (Less Transfers)
		Original Area	Annexed Area			
630	2012	\$ 729,938	\$ 134,487	\$ 281,195	\$ 25,000	\$ 558,231
	2013	751,360	138,954	289,871	25,000	575,444
	2014	773,317	143,533	298,763	25,000	593,067
	2015	795,823	148,226	307,878	25,000	611,171
	2016	818,891	153,037	317,220	25,000	629,708
	2017	842,537	157,967	326,797	25,000	648,708
	2018	866,773	163,021	336,612	25,000	668,183
	2019	891,616	168,202	346,673	25,000	688,144
	2020	917,079	173,512	356,986	25,000	708,605
	2021	943,179	178,964	367,586	25,000	729,578
	2022	969,932	184,533	378,391	25,000	751,974
	2023	997,353	190,251	389,496	25,000	773,108
	2024	1,025,460	196,112	400,679	25,000	795,693
	2025	1,054,370	202,120	412,547	25,000	818,843
	2026	-	-	-	-	-
	2027	-	-	-	-	-
	2028	-	-	-	-	-
	2029	-	-	-	-	-
	2030	-	-	-	-	-
	2031	-	-	-	-	-
	2032	-	-	-	-	-
	2033	-	-	-	-	-
	2034	-	-	-	-	-
		\$ 12,377,529	\$ 2,332,811	\$ 4,810,864	\$ 350,000	\$ 9,549,576

AMENDED & RESTATED

BYLAWS

OF

MIDTOWN REDEVELOPMENT AUTHORITY

A Texas Local Government Corporation
(Created on behalf of the City of Houston)

Date of Adoption: _____

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ARTICLE I
PURPOSES

The Corporation is organized and operates exclusively for charitable purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. More specifically, the Corporation is organized pursuant to the City of Houston, Texas (the "City") Resolution No. 95-96, for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the Midtown Area of Houston and neighboring areas, as more particularly described in City of Houston, Texas, Ordinance No. 94-1345, and as the boundaries may be changed from time to time ("Midtown"); to promote, develop, encourage and maintain housing, employment, commerce and economic development in the City; and to expand and develop the educational facilities and opportunities in Midtown.

The Corporation is further organized to aid, assist and act on behalf of the City and the Board of Directors of Reinvestment Zone Number Two, City of Houston, Texas (the "Midtown Zone"):

(a) in the preparation and implementation of a Project Plan and a Financing Plan for the Midtown Zone,

(b) in the development and implementation of a redevelopment policy for the Midtown Zone, including the acquisition of land and land use controls,

(c) in the development of a policy to finance development and redevelopment of residential, commercial and public properties in the Midtown Zone, and

(d) in the development of a policy for disposition of abandoned street rights-of-way in the Midtown Zone, including, where appropriate, the acquisition of street rights-of-way.

The Corporation is formed pursuant to the provisions of Chapter 431, Texas Transportation Code, as it now or may hereafter be amended (the "Authorizing Law"), Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation, provided that the Corporation shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions, the proceeds of which are to be used to make home mortgages or to make loans on residential developments, and the Texas Business Organizations Code (the "BOC").

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Authorizing Law and the BOC.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Corporation shall not issue bonds or notes without the consent of the City Council.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Chapter 101, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Chapter 101, Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Appointment, Classes, Powers, Number, and Term of Office. All powers of the Corporation shall be vested in a Board consisting of nine (9) persons. Directors of the Corporation ("Director" or "Directors"), shall be appointed by position to the Board. Except as provided in the Amended and Restated Certificate of Formation, Directors shall be appointed by the Mayor of the City with the approval of the City Council of the City except that one Director may be appointed by the Houston Community College. Each Director shall serve for the term described below for the position to which such person was appointed, or until his or her successor is appointed by the City unless such Director has been appointed to fill an unexpired term in which case the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. Any Director may be removed from office at any time, with or without cause, by the City Council. The number of Directors may only be increased or decreased by an amendment to the Amended and Restated Certificate of Formation. The Board may, at its discretion, hire an Executive Director to perform administrative operations related to the Corporation.

The chairperson of the Board shall be designated by the Mayor of the City.

Appointment of a Director to the Board shall also serve as an appointment of such Director to the corresponding position on the Board of Directors of the Midtown Zone and the term of each Director position shall be coterminous with the term of the corresponding position on the Board of Directors of the Midtown Zone, as established by City of Houston, Texas, Ordinance No. 94-1345, as may be amended from time to time.

If any of the following persons is not serving as a member of the Board, he or she shall serve as an ex-officio, non-voting member of the Board or designate an employee from his or her department to serve on his or her behalf:

- (a) Chief of Staff, Mayor's Office;
- (b) Director of the Public Works and Engineering Department, or its successor department;
- (c) Director of the Finance Department, or its successor department;

- (d) Director of the Planning and Development Department, or its successor department;
- (e) Director of the Parks and Recreation Department, or its successor department;
- (f) City Attorney, Legal Department, or its successor department; and
- (g) Chairman of the Board of the Metropolitan Transit Authority of Harris County.

Any person designated as an ex-officio member of the Board is entitled to notice of and to attend meetings of the Board.

Section 2. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within the City as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Texas Government Code (the "Open Meetings Act").

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Open Records Act").

Section 3. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location in the City designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

Section 5. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chairperson of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, FAX, email, mail or telegraph at least three (3) days before the meeting to each Director. Notice of each special or emergency meeting shall also be given in the manner required of the City under Section 551.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

Section 6. Quorum. A majority of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater

number is required by law, by the Amended and Restated Certificate of Formation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of the action.

Section 7. Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, a chairperson shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Executive Committee, Other Committees. The Board may, by resolution passed by a majority of the Directors, designate three (3) or more Directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Corporation, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

Section 9. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services (rendered in other than a "Director" capacity) which are reasonable and necessary in carrying out the Corporation's purposes.

Section 10. Board of Advisory Directors. The Board may establish a Board of Advisory Directors composed of members who are, in the judgment of the Board, qualified to advise with respect to the activities of the Corporation. Members of the Board of Advisory Directors shall serve for a term of one (1) year or such longer term as may be fixed by the Board, not to exceed four (4) years. Advisory Directors may be removed by the Board at any time with or without cause. The number of members of the Board of Advisory Directors shall be fixed from time to time by the Board. The officers and Directors of the Corporation may consult with the Board of Advisory Directors from time to time with respect to the activities of the Corporation but the Board of Advisory Directors shall in no way restrict the powers of the Board

nor limit its responsibilities or obligations. The Board of Advisory Directors shall have no responsibility for the management of the affairs of the Corporation. Advisory Directors shall not receive any salary or compensation for their services as Advisory Directors; provided, that nothing contained herein shall be construed to preclude any Advisory Director from receiving compensation which is not excessive and which is at commercially reasonable rates for personal services {rendered in other than an "Advisory Director" capacity} which are reasonable and necessary in carrying out the Corporation's purposes.

Section 11. Director's Reliance on Consultant Information. A Director shall not be liable if while acting in good faith and with ordinary care, he relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a committee of the Board of which the Director is not a member.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Corporation shall be a chairperson of the Board, one or more vice chairpersons of the Board, a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chairperson of the Board nor the President shall hold the office of Secretary. The term of office for each officer (other than the Chairperson) shall be two (2) years commencing with the date of the annual meeting of the Board at which each such officer is elected. The Chairperson shall serve for the term designated by the Mayor of the City.

All officers (other than the Chairperson) shall be subject to removal, with or without cause, at any time by a vote of a majority of the whole Board.

A vacancy in the office of any officer (other than the Chairperson) shall be filled by the Board.

Section 2. Powers and Duties of the Chairperson. The Chairperson shall be a member of the Board and shall preside at all meetings of the Board. The Chairperson shall be designated by the Mayor of the City. He or she shall have such duties as are assigned by the Board. The Chairperson may call special or emergency meetings of the Board.

Section 3. Powers and Duties of the Vice Chairperson. The Vice Chairperson shall be a member of the Board. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of his or her office. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

Section 4. Powers and Duties of the President. The President shall be the principal executive officer of the Corporation and, should the Board elect to hire an Executive Director pursuant to Article II hereof, such Executive Director may serve as President, upon appointment by the Board. Subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Amended and Restated Certificate of Formation, the President, Chairperson, or Vice Chairperson may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation.

Section 5. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 6. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her case account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Amended and Restated Certificate of Formation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 8. Compensation. Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Corporation's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even if they are officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

Section 9. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, including members of the Board; or

(b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board.

Section 2. Seal. The seal of the Corporation shall be such as from time to time may be approved by the Board.

Section 3. Notice and Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. Resignations. Any Director, officer or Advisory Director may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases.

Section 6. Appropriations and Grants. The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification. Subject to the limitations and conditions as provided in this Article V and the Amended and Restated Certificate of Formation, each person who was or is made a party or is threatened to be made a party to or is involved in any

threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. Indemnification of Employees and Agents. The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in

connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Amended and Restated Certificate of Formation of the Corporation or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 6. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss. whether or not the Corporation would have the power to indemnify such person against such expense. liability or loss under this Article V.

Section 7. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 8. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

PROVISIONS RELATING TO MINORITY CONTRACTING

Section 1. Minority Contracts. The Corporation shall attempt to stimulate the growth of disadvantaged businesses inside the City by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Corporation contracts. The Corporation shall establish one or more programs designed to increase participation by disadvantaged businesses in contract awards which will conform to City approved programs. Any program established by the Corporation shall provide that disadvantaged businesses certified by the City shall be the disadvantaged businesses certified for Corporation contracts.

ARTICLE VII
CODE OF ETHICS

Section 1. Policy and Purposes.

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the first degree by affinity or consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first degree by affinity or consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

Section 4. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

Section 5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty {30} days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII

AMENDMENTS

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting.

However, any proposed change or amendment to the Bylaws must be approved by the City Council of the City to be effective.

AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
MIDTOWN REDEVELOPMENT AUTHORITY

ARTICLE I

The name of the corporation is MIDTOWN REDEVELOPMENT AUTHORITY.

ARTICLE II

The Corporation is a public non-profit corporation organized under the laws of the State of Texas, including the provisions of Chapter 431, Texas Transportation Code (the "Authorizing Law") and the Texas Business Organizations Code (the "BOC").

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized and operates exclusively for charitable purposes, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Specifically, by Resolution No. 95-96, the City of Houston, Texas authorized the creation of the Corporation for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the common good and general welfare of the Midtown Area of Houston and neighboring areas, as more particularly described in City of Houston, Texas, Ordinance No. 94-1345, and as the boundaries may be amended from time to time ("Midtown"); to promote, develop, encourage and maintain housing, employment, commerce and economic development in the City; and to expand and develop the educational facilities and opportunities in Midtown.

The Corporation is further organized to aid, assist and act on behalf of the City and the Board of Directors of Reinvestment Zone Number Two, City of Houston, Texas ("Midtown Zone"):

(a) in the preparation and implementation of a Project Plan and a Financing Plan for the Midtown Zone,

(b) in the development and implementation of a redevelopment policy for the Midtown Zone, including the acquisition of land and land use controls,

(c) in the development of a policy to finance development and redevelopment of residential, commercial and public properties in the Midtown Zone, and

(d) in the development of a policy for disposition of abandoned street rights-of-way in the Midtown Zone, including, where appropriate, the acquisition of street rights-of-way.

The Corporation is formed pursuant to the provisions of the Authorizing Law as it now or may hereafter be amended, Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the City and to engage in activities in the furtherance of the purposes for its creation, provided that the Corporation shall not be authorized to make or acquire home mortgages, or to make loans to lending institutions, the proceeds of which are to be used to make home mortgages or to make loans on residential developments, and the BOC.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Authorizing Law and the BOC.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created, provided that the Corporation shall not issue bonds without the consent of the City Council.

The Corporation is created as a local government corporation pursuant to the Authorizing Law and shall be a governmental unit within the meaning of Chapter 101, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Chapter 101, Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Authorizing Law as amended from time to time.

The Corporation is an entity separate and apart from the City, with its own bonds and obligations.

ARTICLE V

The Corporation shall have no members and shall have no stock.

ARTICLE VI

All powers of the Corporation shall be vested in a Board consisting of nine (9) persons ("Director" or "Directors"). Directors shall be appointed by position to the Board by the Mayor of the City with the approval of the City Council of the City. Recommendations for persons to serve in positions 1, 2, 8 and 9 of the board may be made by the person or entity appointing board members for the comparable position on the Board of Directors of the Midtown Zone. Except as provided in the Amended and Restated Certificate of Formation, each Director shall serve for the term provided in the Bylaws. Any Director may be removed from office at any time, with or without cause, by the City Council. The number of Directors may only be increased or decreased by an amendment to this Amended & Restated Certificate of Formation.

The Mayor of the City shall designate the Chairperson of the Board of Directors.

If any of the following persons is not serving as a member of the Board, he or she shall serve as an ex-officio, non-voting member of the Board or designate an employee from his or her department to serve on his or her behalf:

- (1) Chief of Staff, Mayor's Office;
- (2) Director of the Public Works and Engineering Department, or its successor department;
- (3) Director of the Finance Department, or its successor department;
- (4) Director of the Planning and Development Department, or its successor department;
- (5) Director of the Parks and Recreation Department, or its successor department;
- (6) City Attorney, Legal Department, or its successor department; and
- (7) Chairman of the Board of the Metropolitan Transit Authority of Harris County.

In addition, the Board of Directors of the Corporation may designate one or more representatives of the Houston Independent School District, Harris County, Houston Community College or other political subdivisions as ex officio, non-voting members of the Board of Directors.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with this Amended and Restated Certificate of Formation, or the laws of the State of Texas.

ARTICLE VII

The street address of the registered office of the Corporation is 711 Louisiana Street, Suite 2300, Houston, Texas, 77002, and the name of its registered agent at such address is Barron F. Wallace.

ARTICLE VIII

Appointment of a Director to the Board shall also serve as an appointment of such Director to the corresponding position on the Board of Directors of the Midtown Zone and the term of each Director position shall be coterminous with the term of the corresponding position on the Board of Directors of the Midtown Zone, as established by City of Houston, Texas, Ordinance No. 94-1345, as may be amended from time to time.

ARTICLE IX

A Director of the Corporation shall not be liable to the Corporation for monetary damages for any act or omission in the director's capacity as a director, except that this ARTICLE X does not eliminate or limit the liability of a director for:

- (1) a breach of a director's duty of loyalty to the Corporation;

(2) an act or omission not in good faith that (i) constitutes a breach of duty of the director to the Corporation or (ii) involves intentional misconduct or a knowing violation of law;

(3) a transaction from which a director received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of the director's duties; or

(4) an act or omission for which the liability of a director is expressly provided by an applicable statute.

If it is determined that the law of the State of Texas (including without limitation the BOC) authorizes, or if such law is amended to authorize, action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited by this ARTICLE X (without the need of any formal amendment), to the fullest extent permitted by such statutes as so amended. Any repeal or amendment of such statutes or of the foregoing paragraph shall be prospective only and shall not adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE X

In accordance with the provisions of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and regardless of any other provisions of this Amended & Restated Certificate of Formation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Authority to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Authority after payment of reasonable expenses, debt and establishing a reserve shall accrue to the City.

The City shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Unless otherwise directed by the City, any income of the Corporation received by the City shall be deposited into the Reinvestment Zone Number Two, Houston, Texas, Tax Increment Fund, or its successor. No part of the Corporation's income shall inure to the benefit of any private interests. Any income earned by the Corporation after payment of reasonable expenses, debt and establishing a reserve shall accrue to the City.

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026, Texas Local Government Code, or with applicable law then

in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the Finance and Administration Department of the City, or its successor, for deposit into the Reinvestment Zone Number Two, Houston, Texas Tax Increment Fund unless the City Council shall otherwise direct.

Any capital project(s) of the Corporation as well as all plans and specifications of any improvement to be made by the Corporation shall be approved by the Director of the City Civic Center Department.

ARTICLE XI

The City Council may at any time consider and approve an ordinance directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of this Amended & Restated Certificate of Formation.

ARTICLE XII

This Amended and Restated Certificate of Formation may not be changed or amended unless approved by the City Council of the City.



	Light Rail Line
	Completed Projects
	Projects in Design/Construction
	Planned Projects



Proposed Capital Improvement Projects

Midtown Redevelopment Authority

GIS Data provided by the City of Houston, GIS User 2590

Capital Improvement Projects

Bagby Street Reconstruction

The Bagby Street Reconstruction Project is the reconstruction of Bagby Street from St. Joseph to Tuam including two blocks on Pierce Street from Baldwin to Brazos. The project will include concrete pavement, public utility upgrades (water, storm, sanitary), enhanced intersections, wider sidewalks, landscaping, street furniture, brick pavers, accessibility ramps, and other pedestrian-related infrastructure. Upgrades to the storm water system will be made to address regional drainage issues. The Bagby Street project will provide an enhanced pedestrian environment and an improved vehicular connection for southbound traffic through Midtown. Design team for this project was led by Walter P. Moore.

The construction contract has been awarded to SER Construction Partners in the amount of \$9,598,220.20. Construction duration for this project is 18 months.

Construction

New concrete pavement is being completed at Tuam intersection. Overhead utility relocation and traffic signal pole installations are in progress, and back of curb improvements including landscape installations continue along the project.

Pay Applications from SER Construction Partners

Pay Application	Amount	Date
9	\$457,454.20	December 2012
TOTAL TO DATE	\$6,027,884.12	

Budget

Original Contract Amount	Net Change Orders	Contract Sum to Date	Total Earned to Date	Retainage
\$9,598,220.20	\$0.00	\$9,598,220.20	\$6,027,884.12	\$687,314.67

Schedule

Original Contract Duration (substantial completion)	Days Added by Change Orders	Contract Total Days	Days Used	Days Remaining
500 days	0	500	321	179

Parks and Greenspace

Baldwin Park and Glover Park

The construction contract has been awarded to Millis Development & Construction in the amount of \$824,861.44. Staff and the design team are working with the City to complete Right of Entry requirements to begin construction in late January.

Midtown Park

The project bid advertisement was issued on January 8 with bids due on January 29. Pre-bid meeting will be held on January 16. Plan is to award construction contract at next Board meeting.

SuperBlock Park

Design team will meet with staff on January 16 to review schematic design concepts for 3.0 acre park site. Concepts will be presented at next Board meeting.

FTA Phase III - Gray Street (Hamilton to Brazos)

The FTA Phase III project is the next phase of the Federal Transit Administration (FTA) grant to make improvements for pedestrian access to transit facilities. The Gray Street project includes right-of-way enhancements from Hamilton to Brazos. Improvements will include wider sidewalks, landscaping, street furniture, brick pavers, accessibility ramps, and other pedestrian-related infrastructure. Based on availability of grant funding, the project will be constructed in two phases: Phase I – Brazos to Main; Phase II – Main to Hamilton.

The construction contract for Phase I was awarded to SpawGlass Civil Construction in the amount of \$640,760.85.

The construction contract for Phase II has been awarded to Arriba Construction in the amount of \$700,505.30.

Construction – Phase II (Main to Hamilton)

Construction continues on the south side of Gray between Austin and Chenevert. The contractor will continue with sidewalk and driveway replacement block by block eastward to Hamilton Street. Construction will then move to the north side of Elgin and proceed westward to Main Street.

Pay Applications from Arriba Construction – Phase II

Pay Application	Amount	Date
5	\$58,623.12	December 2012
TOTAL TO DATE	\$217,559.38	

Budget

Original Contract Amount	Net Change Orders	Contract Sum to Date	Total Earned to Date	Retainage
\$700,505.30	\$0.00	\$700,505.30	\$217,559.38	\$24,173.26

Schedule

Original Contract Duration (substantial completion)	Days Added by Change Orders	Contract Total Days	Days Used	Days Remaining
240 days	0	240	139	101

Houston Community College Capital Projects

Midtown has partnered with Houston Community College (HCC) to make improvements to streets near to the HCC campus. The HCC Capital Projects include improvements to Holman, Alabama, and Caroline Street. Staff is working closely with the HCC design team and consultants on the improvements.

The Holman Street project includes right-of-way enhancements from Main to Crawford. Improvements will include wider sidewalks, landscaping, street furniture, brick pavers, accessibility ramps, and other pedestrian-related infrastructure. The project will improve access for HCC students to the METRORail station and other transit services on Holman Street, and it will be partially funded through a Federal Transit Administration (FTA) grant.

The Alabama Street project includes complete street reconstruction from Main to Chenevert. Improvements will include concrete pavement, public utility upgrades (water, storm, sanitary), wider sidewalks, landscaping, street furniture, brick pavers, accessibility ramps, and other pedestrian-related infrastructure. The project will be partially funded through a FTA grant.

The Caroline Street project includes improvements from Elgin to Holman. The project will include concrete pavement, public utility upgrades (water, storm, sanitary), wider sidewalks, landscaping, street furniture, brick pavers, accessibility ramps, and other pedestrian-related infrastructure.

Design

HCC team has submitted a proposal requesting \$217,637 for additional services for the Caroline Street project based on changes necessary to meet environmental requirements of \$4M TxDOT grant. Staff has reviewed the proposal with consultants and will present to Board for approval.

Design team plans to submit 100% plans for Holman Street to City in late January for permitting. Pending approval, project will be bid for construction in second quarter of 2013.

Alabama Street project continues to be on hold pending City of Houston decision on potential waterline project along Alabama.

Caroline Street Reconstruction

The Caroline Street Reconstruction Project is the reconstruction of Caroline Street from Pierce to Elgin. The project will include concrete pavement, public utility upgrades (water, storm, sanitary), enhanced intersections, wider sidewalks, landscaping, street furniture, brick pavers, accessibility ramps, and other pedestrian-related infrastructure. The Caroline Street project will provide an enhanced pedestrian environment and an improved vehicular connection for southbound traffic through Midtown. The project has been awarded a \$4M TxDOT Grant.

Design

During the public stakeholders meeting held in December, the Midtown community supported the proposed vision and design of Caroline as a “complete street” project aimed at balancing the needs of transportation, local businesses, pedestrians, bicycles, and on-street parking.

Design team continues work based on feedback received from City during Technical Review Committee presentation. Design is scheduled to be submitted to TxDOT for review in late March.



December 18, 2012

Marlon Marshal
Midtown Redevelopment Authority
410 Pierce St., Suite 355
Houston, TX 77002

RE: Request for Additional Services for Caroline Street Improvements

Mr. Marshal

Please find attached proposal made by Llewelyn-Davies Sahni for additional services as regarding change in the design scope of the Caroline Street Improvements project, as requested by TxDot.

We have enclosed the proposal made by Llewelyn-Davies Sahni, for Midtown's review and approval.

Please let us know if we have provided everything you need.

Regards,

Winston Dahse
Chief Administration Officer





December 14, 2012

Mr. Winston Dahse, Chief Administration Officer
Houston Community College System, 3100 Main St. 12C06, Houston, TX 77062

Re: Caroline Street Improvements Purchase Order Request as Services required by new needs identified by TxDOT under A/E Contract dated August 12, 2010, HCC/Midtown Agreement dated February 2, 2009, Professional Fees HCC P.O. No. 79386 dated December 15, 2010

Dear Mr. Dahse,

This letter proposal is to request additional funds to complete the design phase through 100% Construction Documentation for the Caroline Street Improvements.

Based on direction by Midtown and TxDOT, the Design Team was requested change the Caroline Street design by removing the Median. Please review enclosed letters from ESPA Corp., Environments & Co and E&C Engineers..

This additional effort to be completed this coming year is budgeted at \$217,637 (includes a 10% Contingency) including resources for engineering, coordination.

Early approval and assignment of a purchase order number would be appreciated to avoid any delays in the project.

Should you have any questions or need further information, please feel free to call on the team.

Sincerely,

Randhir Sahni, AIA

Approved: _____ Date: _____

Approved: _____ Date: _____

Approved: _____ Date: _____

- cc: File Job # 800
- Encl. 1. Cost Proposal
- 2. Vivek/Damay Sahni Proposal dated 12/13/2012
- 3. ESPA Corp Extra Work Authorization dated 12/7/2012
- 4. Environments & Co Extra Work Authorization dated 12/7/2012
- 5. E&C Engineers Extra Work Authorization dated 12/7/2012
- 6. G702 G703 - App and Certification for payment - Latest Invoice October 2012

Cost Proposal

HCC/Midtown Streets

Caroline Street Improvements - Design Scope Change (Change from Median Option to No Median No Parking Option)

Firm	Amount
1 LDS <i>Proposal dated 12/7/2012</i>	\$129,252
2 ESPA Corp <i>Proposal dated 12/7/2012</i>	\$59,700
3 Environments & Co <i>Proposal dated 12/7/2012</i>	\$4,000
4 E&C Engineers <i>Proposal dated 12/7/2012</i>	\$4,900
4	Sub Total \$197,852
5 10% Contingency	\$19,785
6	Total \$217,637



December 14, 2012

Mr. Winston Dahse
Chief Administration Officer
Houston Community College System
3100 Main St. 12C06
Houston, TX 77002

Re: *Caroline Street Improvements Services required by new needs identified by COH and TxDOT*

Dear Mr. Dahse,

This letter proposal is to request additional funds to complete the design phase through Construction Documentation (100%) for the Caroline Street improvements necessitated by the facts listed below.

During the Technical Review Committee (TRC) meeting on December 6, 2012 the Design Team was informed that we would no longer be moving forward with the Median design for Caroline Street between Holman Street and Elgin Street, which we have been on hold on since March 2012 after completing 90% Construction Documentation. The reason given for not proceeding with this design was that the Median Option would require TxDOT to do a 'PCE' type Environmental Assessment which could take up to a year to complete, and thus not allowing the Street to be completed on schedule and not allowing TxDOT to provide the funds which are contingent of completion of Construction Documents by end of March 2013.

In addition, certain sections of Wastewater and Water lines under the street need replacement.

The additional scope of work that needs to be undertaken is listed below:

- Update of backgrounds, revisions to include new layout, Wastewater, and Water lines
- New set of Construction Documents (SD/DD/50%/90%/100%)
- Coordination of all disciplines within the ROW – Ground plane treatment & landscape architecture/lighting/civil/signage
- Submission, review and approvals by agencies including COH/Metro & utility companies if necessary (needed meetings -3, & on-going coordination)
- Submission, review & approval by HCC administration/Central College administration/Midtown (needed meetings 1 each & on-going coordination)
- Project Management , review and approval coordination of sub-consultants

- Urban Forester Consulting Fee of \$2,500 included
- Cost Estimator Consulting Fee of \$4,500 included
- Expendables (permit or review fees are not included)

Listed additional services will be performed over a 100-day period for \$129,252.

Should you have any questions or need further information, please feel free to call on us.

Sincerely,



Randhir Sahni, AIA

cc: File Job # 800



EXTRA WORK AUTHORIZATION NUMBER: 1

CLIENT: Llewellyn Davies Sahn
PROJECT TITLE: HCC-NE Campus-Phase II
LOCATION OF PROJECT: _____
PROJECT DESCRIPTION: Caroline Street Reconstruction -
Holman to Elgin

Job No: 2166-028
Charge Time to: _____
Date Issued: 12/07/12

Initiated by: Client
 Project Manager
 Other _____

DESCRIPTION OF WORK TO BE PERFORMED:
Caroline Street between Holman and Elgin was proposed to be reconstructed as a boulevard with a landscaped median. The median option is not being pursued due to concerns from City of Houston and the prolonged duration of environmental studies required for this option. A new updated layout without the median will replace this original layout. ESPA had earlier completed 80% of the engineering design for the median layout. The new layout requires revised engineering design of Caroline Street. The water and wastewater utilities are to be replaced per instructions from City of Houston. The original scope of services did not include the water-wastewater design. An extra work authorization is required for the redesign of Caroline Street per the latest no-median layout and for the design of water-wastewater utilities.

Reference: _____
Starting Date: _____
Est. Completion Date: _____

PHASE OF WORK:
 0 Design; Preliminary & Planning
 1 Working Drawings
 2 Construction & Shop Drawings
 Work Order Number _____
 Special _____

REMARKS:

DISTRIBUTION (as checked):

- Client Contact
- Project Manager
- Design Team
- Survey Crew
- Survey Chief
- Cost Consultant
- Specifications
- Structural
- Mechanical
- Field Superintendent
- Consultant
- Architect
- President
- Accounting
- Main File
- Other: _____

BILLING INSTRUCTIONS:

- Included in Basic Fee
- Additional Service
- Not Determined
- Special
- Maximum Compensation, if any: \$ 59,700.00

AUTHORIZATION:

Project Manager: *[Signature]* Authorized

Principal-in-Charge: _____ Authorized

ESPA CORP Accounting: _____ Authorized

Client: _____ Authorized

To: Llewelyn-Davies Sahn	Date: 12/7/2012
5120 Woodway, Suite 8010	A/P Name: HCCS
Houston, Texas 77056-1723	Central
Attn: Mr. Randhir Sahn, AIA	A/P No: 8023.03-01

Additional Services Notification

Authorized By:	Mr. Ranjan Roy
Project Location:	HCC Central – Phase 2 Caroline by Midtown (modifies Add'l Service Agreement 1802351.03)

Upon your written authorization, we will proceed with services requested and described below.

Invoicing shall be per:

As Follows	See below
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Description of Services:

Additional services include the following:

1. Modify Caroline Street design based upon revised plans presented by LDS on December 6, 2012. The design layout will be changed as a complete item, i.e. the remainder of the project holds to same conditions of previous Additional Service 8023.03 and the base Contract. The modifications to the plan will be provided at a lump sum fee of \$4,000.00, to be invoiced upon completion of the design revision issue. In essence this replaces the design issued March 16, 2012. Remainder of project will be completed per Additional Service 8023.03 and the Base Contract.
2. Plotting/Printing, Invoicing and Payment requirements shall follow same requirements as base Agreement.

Please sign and return one copy for our files.

Respectfully submitted,



ENVIRONMENTS&co / Carmen Posey, RA, RLA

Owner's Authorized Representative

I guarantee payment of all accounts accrued under this agreement with ENVIRONMENTS&co

Date

E&C

Engineers & Consultants Inc.

1010 Lamar, Suite 850
Houston, Texas 77032
Tel 713/580-8800
Fax 713/580-8888

December 7, 2012

Mr. Randhir Sahni
Liewelyn-Davis Sahni
5120 Woodway, Suite 8010
Houston, TX 77056-1023

Re: Houston Community College – Central Campus Infrastructure
E&C Proposal No. 2008_11-31-R1

Dear Mr. Randhir Sahni:

E&C Engineers & Consultants inc. (E&C) is pleased to provide additional services for Houston Community College – Central Campus Infrastructure as described in our original proposal.

Our M/E/P Additional Services include:

1. Provide electrical design to rework the lighting along Caroline, to revise the median lighting to provide pedestrian lighting along the new pedestrian pathways on the east and west edges of the street.

The Additional Services described above, shall be invoiced monthly on an hourly basis at rates per the Terms and Conditions for Engineering Services, with a maximum not exceed of \$4,900.00

Additional Service Acceptance

If this proposal is acceptable, please sign and return this form.

Thank you for including E&C on the LDS Team.

Sincerely,

E&C Engineers & Consultants inc.



Margaret H. Stever
Principal

MHS
File 2672es05.doc

xc. Proposal File
MHS Reading

Accepted by: Architect _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Houston Community College Systems
 3100 Main
 Houston, Texas 77002
 Attn: Reynaldo Pradin

PROJECT: HCCS

FROM CONTRACTOR

VIA ARCHITECT: Llewellyn-Davies Sahmi, Inc.

APPLICATION NO: 24

PERIOD TO: 10/1/2013

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PROJECT NOS:

CONTRACT FOR: Llewellyn-Davies Sahmi, Inc. Project for Redevelopment of Blockfronts

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Communication Sheet, AIA Document C700, is attached

CONTRACT DATE: 11/21/2013

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

1 ORIGINAL CONTRACT SUM	\$	1,021,394.00
2 Net change by Change Orders	\$	68,615.00
3 CONTRACT RETAINAGE (Line 1 + 2)	\$	1,090,009.00
4 TOTAL COMPLETED & SCHEDULED TO	\$	1,090,009.00

5 RETAINAGE	\$	296,652.00
a % of Completed Work (Column 4 ÷ Line 4)	N/A	
b % of Stored Material (Column 5 on C700)	N/A	
Total Retainage (Line 5a + 5b or Total of Column 5 on C700)	\$	296,652.00

6 TOTAL EARNED TO DATE RETAINAGE	\$	6.00
7 LESS PREVIOUS CERTIFICATES FOR	\$	1,091,394.00
8 CONTRACT PAYABLE (LINE 6) - 666789396	\$	1,048,476.00
9 BALANCE TO BE PAID (RETAINAGE) (Line 3 less Line 6)	\$	12,915.00
	\$	296,652.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$68,615.00	
Total approved this Month		
TOTALS	\$68,615.00	\$0.00
NET CHANGES by Change Order	\$68,615.00	

AS REQUIRED BY REGULATION AND CERTIFICATION FOR PAYMENT, ADDITIONAL \$68,615.00

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

By: _____ Date: _____

THE ARCHITECT PROVIDES THIS SERVICE FOR NEW YORK, NEW JERSEY, PENNSYLVANIA, WASHINGTON, AND VIRGINIA.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in regular session on the ____ day of _____, 20__, at the regular meeting place thereof within said Midtown Zone; and the roll was called of the duly constituted officers and members of said Board, to-wit:

- | | | |
|---|-----------------------|----------|
| 1 | William Taylor, III | Director |
| 2 | Douglas Erwing | Director |
| 3 | Robert D. Sellingsloh | Chair |
| 4 | Pamela Ngo Tranpark | Director |
| 5 | Derrick M. Mitchell | Director |
| 6 | Abe S. Goren | Director |
| 7 | Billy J. Briscoe | Director |
| 8 | Giovanni Garibay | Director |
| 9 | Michelle C. Collier | Director |

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

RESOLUTION ADOPTING THE MIDTOWN REDEVELOPMENT AUTHORITY CULTURAL FACILITIES POLICY AND SETTING AN ANNUAL AUTHORIZED AMOUNT RELATING THERETO

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

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

SIGNED this ____ day of _____, 20__.

Secretary, Midtown Redevelopment Authority

RESOLUTION ADOPTING THE MIDTOWN REDEVELOPMENT AUTHORITY CULTURAL FACILITIES POLICY AND SETTING AN ANNUAL AUTHORIZED AMOUNT RELATING THERETO

RECITALS

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the "City") created Reinvestment Zone Number Two, City of Houston, Texas (the "Midtown Zone") pursuant to Chapter 311, Texas Tax Code (the "Act"), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone (as amended, the "Project and Financing Plan"); and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the "Authority") to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the Midtown Zone and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, under the Project and Financing Plan, the City, the Midtown Zone and the Authority have implemented an economic development program pursuant to Chapter 380, Texas Local Government Code (the "380 Program") to provide cultural facilities grants to promote (i) the development, acquisition and construction of new cultural facilities or (ii) the renovation and renewal of existing cultural facilities within the boundaries of the Midtown Zone; and

WHEREAS, the Authority's Board of Directors (the "Board") has determined that it is in the best interest of the Midtown Zone and the Authority to adopt a policy governing the process for submission, review, award and distribution of the grants under the 380 Program; and

WHEREAS, the Authority's Board has further determined that it is in the best interest of the Midtown Zone and the Authority to set an annual authorized amount for the 380 Program.

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby adopts the Cultural Facilities Policy, in substantially the form attached hereto as Exhibit A.
3. That the Board hereby sets the annual authorized amount of the 380 Program at an amount up to \$1,000,000.

PASSED AND APPROVED this ____ day of _____, 20__.

Chair, Midtown Redevelopment Authority

ATTEST:

Secretary, Midtown Redevelopment Authority

EXHIBIT A

CULTURAL FACILITIES POLICY

CULTURAL FACILITIES POLICY

MIDTOWN REDEVELOPMENT AUTHORITY

POLICY

In order to enhance and perpetuate the vitality of existing cultural facilities in Midtown, and to promote the creation of new cultural facilities in Midtown, Midtown Redevelopment Authority (the “Authority”) has implemented a 380 Program to provide cultural facility grants (the “Cultural Facilities Grants,” each, a “Cultural Facilities Grant”) to promote (i) the development, acquisition and construction of new cultural facilities or (ii) the renovation and renewal of existing cultural facilities within the boundaries of the Zone.

PROCESS

Applications for Cultural Facilities Grants (“Grant Applications”) will be accepted by the Authority from October 15 through December 31 of each year (the “Application Period”), for funds to be disbursed in the following fiscal year, unless circumstances warrant other financial arrangements.

Grant Applications received during each Application Period will be reviewed by the Authority from the January 1 through the March 15 immediately following the end of each Application Period.

Those Grant Applications selected by the Authority to receive funding for the following fiscal year (the “Grant Recipients,” each a “Grant Recipient”) will be presented for approval at the regularly scheduled meeting of the Board of Directors of the Authority prior to the end of that fiscal year.

Funds awarded to each Grant Recipient will be distributed as determined in the recommendation of the executive director.

APPLICATION

The Grant Applications consist of a variety of questions to assist the Authority in selecting the Grant Recipients. Each Grant Application will be classified into one of three categories: (i) Existing Cultural Facilities Application, (ii) New Cultural Facilities Application or (iii) Emerging Cultural Facilities Application. Each applicant shall select the category of questions which applies to its request, based upon the type of project sought to be funded. Only those questions contained in the category applicable to the particular applicant shall be answered by such applicant.

Examples of the types of questions to be answered by each type of applicant are provided below.

Existing Cultural Facilities Application—Considerations for determining whether an entity is an Existing Cultural Facilities include: length of time operating as a cultural facility, length of time operating in Midtown, and the number of visitors or events held during the past 12 months.

1. Please describe the location of the project to be funded by the grant investment.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.
3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.
4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).
5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.
6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.
7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

New Cultural Facilities Application—Any entity that does not currently have a site in Midtown shall be considered a new cultural facility in Midtown.

1. Please describe the location of the project to be funded by the grant investment.
2. Please provide a copy of the applicant's master plan and explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.
3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.
4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).
5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.
6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.

7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

Emerging Cultural Facilities Application—Considerations for determining whether a project falls into the Existing Cultural Facilities category include whether the entity represents a new and different art form or cultural experience and whether the entity has been a resident in Midtown for less than 24 months.

1. Please describe the location of the project to be funded by the grant investment.
2. Please provide a description of applicant's purpose and mission and, if available, applicant's master plan. Explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.
3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.
4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).
5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.
6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.
7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

GRANT AGREEMENT

By and Between

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

And

MIDTOWN REDEVELOPMENT AUTHORITY

And

ASIA SOCIETY TEXAS CENTER

FEBRUARY 1, 2013

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GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), dated as of February 1, 2013, is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the "**Zone**"), a tax increment reinvestment zone created by the City of Houston, Texas (the "**City**") in accordance with Chapter 311, Texas Tax Code; the MIDTOWN REDEVELOPMENT AUTHORITY (the "**Authority**"), a local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code; and ASIA SOCIETY TEXAS CENTER (the "**Grantee**"), a Texas public non-profit corporation organized under the Texas Non-Profit Corporation Act, Chapter 9, Vernon's Texas Civil Statutes, as amended.

RECITALS

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City created the Zone pursuant to Chapter 311, Texas Tax Code, as amended (the "**Act**"), and approved a preliminary project plan for the Zone and a preliminary reinvestment zone financing plan for the Zone (the "**Original Plan**"); and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the Zone adopted and the City approved, by City Ordinance No. 1999-850, dated as of August 11, 1999, a Second Amendment of the Project Plan and Reinvestment Zone Financing Plan and the Zone adopted and the City approved, by City Ordinance No. 2009-1395, dated as of December 29, 2009, a Third Amendment to the Project Plan and Reinvestment Zone Financing Plan (and any other amendments from time to time, collectively, the "**Amendments**," and together with the Original Plan, the "**Project Plan**"); and

WHEREAS, the Project Plan designates a Cultural and Tourism District within the Zone, which contains current and proposed cultural facilities including museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and in the City (the "**Cultural Facilities**"); and

WHEREAS, the Project Plan also designates Economic Development Programs that expend tax increment funds for the establishment, administration and operation of one or more programs for the public purposes of developing and diversifying the economy of the Zone and the Authority, and developing or expanding transportation, business, and commercial activities in the Zone and the Authority (the "**Economic Development Programs**"); and

WHEREAS, these Economic Development Programs also meet the requirements of Section 380.001, Texas Local Government Code, which allows the governing body of a municipality to establish programs, including programs for making loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Zone, the Authority and the Grantee desire to enter into this Grant Agreement to enhance the Asia Society Texas Center Museum in Houston, Texas (the "**Museum**") through a cultural facilities grant for establishment or promotion of public or private Facilities that demonstrate public benefit and enhance the economic development of the Zone through increased business, commerce and tourism, under the Project Plan; and

WHEREAS, on June 1, 2010, the Authority, the Zone and the Grantee entered into that certain Grant Agreement that granted \$750,000 to the Grantee to aid in the construction of the Museum (the "**Original Grant Agreement**") ; and

WHEREAS, the Museum is currently undergoing a three phase enhancement project that is anticipated to be completed by June 30, 2014; and

WHEREAS, the Authority believes it is in the best interest of the Authority and the Zone to aid the Grantee in the enhancement project in order to further advance the Zone's Cultural facilities.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and the Grantee, it is hereby agreed as follows:

ARTICLE 1

Representations

Section 1.01 Representations of the Authority. The Authority hereby represents to the Grantee that as of the date hereof:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 1.02 Representations of the Zone. The Zone hereby represents to the Grantee that as of the date hereof:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 1.03 Representations of the Grantee. The Grantee hereby represents to the Authority and the Zone that as of the date hereof:

(A) The Grantee is a non-profit corporation duly organized, validly existing and in good standing under the Texas Non-Profit Corporation Act and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Grantee has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement and the execution, delivery and performance has been duly authorized and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

(C) There is no action, suit or proceeding pending against the Grantee, or to the knowledge of the Grantee, threatened against or affecting the Grantee before any court, arbitrator, governmental authority or official in which there is a reasonable possibility of an adverse decision which could reasonably be expected to have a material adverse effect on the Grantee or which could in any manner draw into question the validity of this Agreement.

(D) The Project (defined below) qualifies as a Cultural Facility and furthers an Economic Development Program as defined in this Agreement.

(E) The Grantee has or will have sufficient resources to complete the Project.

ARTICLE 2

Project and Cultural Facility

Section 2.01 The Project. The Project consists of providing funding to cause the acquisition and construction of enhancements to the Museum, as further described in Exhibit A, and is consistent with, furthers and complies with the Authority's Economic Development Program (collectively referred to as the "**Project**").

Section 2.02 Purpose of the Cultural Facility. The parties hereby agree and acknowledge that the Museum, as a Cultural Facility and as enhanced by the Project, provides contributions to the Zone, economic and otherwise, through the preservation of cultural artifacts, collection of fine arts, teaching and promotion of history, cultural heritage, and the arts and sciences through public access to its holdings and exhibits. The Cultural Facility, as enhanced by the Project, shall contribute to the Cultural and Tourism District (as defined in the Project Plan) within the Zone, which includes museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and the City.

ARTICLE 3

Grant Amount and Project Funding

Section 3.01 Grant. The Grant is hereby authorized to be awarded to the Grantee and the proceeds of such grant in the total aggregate amount not to exceed \$170,000 (the "**Grant Proceeds**") shall be allocated to, and used by, the Grantee for the Project as specifically provided in this Agreement.

Section 3.02 Funding for the Project. Upon (i) the execution of this Agreement, (ii) reimbursement of the Authority in the amount of \$5,000 for its costs associated with awarding the Grant to Grantee (the "**Authority Reimbursement Amount**"), (iii) the Authority's receipt of an executed conflict of interest affidavit as required pursuant to Section 4.02(B) hereto, and (iv) the Authority's receipt of an executed Officer's Certificate, in substantially the form attached hereto as Exhibit B, the Authority shall fund an amount equal to the Grant Proceeds less the Authority Reimbursement Amount within 30 days thereof.

Section 3.03 Use of Funding. The Grant Proceeds will be used to pay costs associated with the acquisition and construction of the Project.

ARTICLE 4

Grantee Covenants

Section 4.01 Use of the Cultural Facility. As a condition of the Grant, the Grantee hereby covenants and agrees (i) to use the Grant Proceeds for the Project and (ii) during the term of this Agreement cause the operation and function of the Cultural Facility as described in Section 2.02 for a term expiring in three (3) years (the "**Grant Agreement Term**").

Section 4.02 Conflicts of Interest Disclosure.

(A) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall disclose to the Authority any pecuniary benefit any director, officer, employee or agent of the Grantee may receive due to an expenditure of the Grant Proceeds or the implementation of any transaction contemplated under this Agreement.

(B) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall execute a sworn statement, attached hereto as Exhibit C, stating that to the knowledge of the Grantee, based upon reasonable investigation, no member of the Board of the Directors of the Grantee or the Authority will receive any pecuniary benefit due to the expenditure of Grant Proceeds or implementation of any transaction contemplated under this Agreement, and such statement should be in accordance with Chapters 171 and 176, Local Government Code.

Section 4.03 Recognition of the Authority. Prior to distribution of Grant Proceeds, the Grantor and Grantee shall mutually develop and agree upon a plan to recognize the Authority's second grant toward the development of the Museum. The Grantee shall prepare and provide to the Authority a supplement to the Authority Recognition Plan that was approved pursuant to Original Grant Agreement (the "Supplemental Recognition Plan") within 30 days of execution of this Agreement. The Supplemental Recognition Plan will be attached hereto as Exhibit D, and will be mutually approved by the Grantee and the Authority, with the Authority's Chairman of the Board of Directors and Executive Director authorized to approve such plan for the Authority.

Section 4.04 Inspections; Audits. The Grantee agrees to keep such operating records as may be required by the Authority, the City or by state and federal law or regulation. The Grantee shall provide the Authority with an annual report on the Grantee's operating highlights and financial standing (the "Annual Report"), and shall consist of substantially the elements and documentation outlined in the Annual Report Components, attached hereto as Exhibit E. The Annual Report Components shall be mutually approved by the Grantee and the Authority, with the Authority's Chairman of the Board of Directors and Executive Director authorized to approve such components for the Authority.

Section 4.05 Authority and Zone Relieved From Responsibility. The Grantee hereby expressly acknowledges that the Authority and the Zone are under no responsibility to insure or maintain the Facility, to pay taxes (in the event the Facility is not exempt from ad valorem taxes) or to be responsible for any liability from the enhancements included in the Project, and the Grantee shall relieve the Authority and the Zone from any such responsibility.

ARTICLE 5

Default

Section 5.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(A) The Project is not complete within 18 months from the date of this Agreement.

(B) The Grantee ceases use of the Cultural Facility consistent with and pursuant to Section 2.02 during the term of this Agreement.

(C) The Authority shall fail to fund the Grant under the terms of this Agreement.

(D) Any representation or warranty made or deemed made by or on behalf of the Grantee in this Agreement or in any amendment or modification of this Agreement or in any waiver under any of the foregoing, or in any report, certificate or any other document furnished pursuant to or in connection with this Agreement, shall prove to have been incorrect or misleading in any material respect when made or deemed made.

Section 5.02 Remedies.

(A) In the case of an Event of Default under Section 5.01(A), the Authority shall have the right to terminate or suspend this Agreement and receive a refund of all Grant Proceeds provided to the Grantee.

(B) In the case of an Event of Default under Section 5.01(B), the Authority shall have a right to receive a refund from the Grantee for all or a portion of the Grant Proceeds. This refund shall be determined by the year of the Event of Default, and the refund amount will be reduced by ten (10) percent each year the Event of Default does not occur during the term of this agreement. The refund amount will be determined according to the following schedule:

<u>Year</u>	<u>Percent of Grant Refunded</u>
Year 1	100%
Year 2	75%
Year 3	25%

(C) In the case of an Event of Default under Section 5.01(C), the Grantee, in addition to the other rights given to the Grantee under this Agreement, may enforce specific performance or seek actual damages incurred by the Grantee for any such default.

(D) In the case of an Event of Default under Section 5.01(D), the Grantee shall have the right to cure any misrepresentation within thirty (30) days, or the right to cure shall expire. If the Grantee does not utilize the right to cure, the Authority may take any of the following actions: (i) seek actual damages incurred from such default, (ii) terminate or suspend this Agreement, and (iii) pursue all other rights and remedies provided under this Agreement and/or available at law and equity.

ARTICLE 6

Indemnification and Release

Section 6.01 Indemnification. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, THE GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, THE AUTHORITY AND THE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE “**INDEMNIFIED PERSONS**”) HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) THE GRANTEE AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY, “**THE GRANTEES**”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(B) THE INDEMNIFIED PERSONS’ AND THE GRANTEE’S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT; and

(C) THE INDEMNIFIED PERSONS’ AND THE GRANTEE’S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT.

Section 6.02 Release. THE GRANTEE SHALL RELEASE EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON’S CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON’S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE PROJECT (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE AUTHORITY, AND THE ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE PROJECT.

ARTICLE 7

General

Section 7.01 Parties in Interest. This Agreement shall not bestow any rights upon any third-party, but rather shall bind and benefit the Zone, the Authority and the Grantee only.

Section 7.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 7.03 No Personal Liability of Public Officials. To the extent permitted by law, no director, officer, employee or agent of the Zone or the Authority, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 7.04 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party, at the following addresses:

Reinvestment Zone Number Two, City of Houston, Texas
Attn: Executive Director
410 Pierce
Suite 355
Houston, Texas 77002

Midtown Redevelopment Authority
Attn: Executive Director
410 Pierce
Suite 355
Houston, Texas 77002

Asia Society Texas Center
Attn: Executive Director
1370 Southmore Blvd.
Houston, Texas 77004

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be

given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by the Zone, the Authority or the Grantee, as the case may be.

Section 7.05 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Grantee. No course of dealing on the part of the Grantee, nor any failure or delay by the Grantee with respect to exercising any right, power or privilege of the Grantee under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 7.07 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Grantee and their successors and assigns. No party may assign its rights and obligations under this Agreement or any interest herein, without the prior written consent of the other parties.

Section 7.08 Exhibits and Schedules; Titles of Articles, Sections and Subsections. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits or schedules and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit or schedule shall be considered a reference to the applicable exhibit or schedule attached hereto unless otherwise stated.

Section 7.09 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 7.10 Term. This Agreement shall be in force and effect from the date of execution hereof for the Grant Agreement Term.

Section 7.11 Suspension and Termination. The Grantee acknowledges and agrees that suspension or termination of this Agreement may occur if the Grantee fails to comply with any terms of this Agreement.

Section 7.12 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

Section 7.13 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Execution page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day referenced herein.

REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASIA SOCIETY TEXAS CENTER

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit A

DESCRIPTION OF THE PROJECT BY MUSEUM

Exhibit B

OFFICER'S CERTIFICATE OF GRANTEE

**ASIA SOCIETY TEXAS CENTER
OFFICER'S CERTIFICATE**

The undersigned duly elected or appointed and acting officer of ASIA SOCIETY TEXAS CENTER, a Texas Non-Profit Corporation (the "**Grantee**"), executes this certificate pursuant to Section 1.03 of the Grant Agreement, dated as of February 1, 2013 (the "**Grant Agreement**"), by and among the Grantee, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the "**Zone**"), a tax increment reinvestment zone created by the City of Houston, Texas, and the MIDTOWN REDEVELOPMENT AUTHORITY (the "**Authority**"), a local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and hereby certifies as follows:

1. The Grantee is a non-profit corporation duly organized, validly existing and in good standing under the Texas Non-Profit Corporation Act and is duly qualified to do business wherever necessary to carry on the operations contemplated by the Grant Agreement.

2. The Grantee has the power, authority and legal right to enter into and perform its obligations as set forth in the Grant Agreement and the execution, delivery and performance has been duly authorized and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

3. There is no action, suit or proceeding pending against the Grantee, or to the knowledge of the Grantee, threatened against or affecting the Grantee before any court, arbitrator, governmental authority or official in which there is a reasonable possibility of an adverse decision which could reasonably be expected to have a material adverse effect on the Grantee or which could in any manner draw into question the validity of the Grant Agreement.

4. The Project defined in the Grant Agreement qualifies as a Cultural Facility and furthers an Economic Development Program as defined in the Grant Agreement.

5. The Grantee has entered into various contracts related to the Project, in a total amount that exceeds the total amount of Grant Proceeds (as defined in the Grant Agreement), and the Grantee will use the Grant Proceeds for costs directly related to the Project.

6. The Grant Agreement has been duly adopted by the appropriate officers of the Grantee as required in the Grantee's organizational documents (the "**Organizational Documents**").

7. The following person is the duly elected or appointed and acting Executive Director of the Grantee, holding the office set forth opposite her name below, and the signature set forth opposite her name below is her true and genuine signature:

Name

Title

Specimen Signature

Martha Blackwelder Executive Director

8. The foregoing officer and the undersigned is authorized to execute and deliver, for and on behalf of the Grantee, consistent with the Organizational Documents, the Grant Agreement and all certificates, notices and communications in respect thereof, and any other documents required or permitted to be given by or on behalf of Grantee, in connection with the transactions contemplated thereby.

All capitalized terms used herein and not otherwise defined have the respective meanings ascribed to them in the Grant Agreement.

The Authority and the Zone are entitled to rely exclusively on this certification and the authorizations in the attached documents until it receives notice in writing to the contrary from Grantee.

[Signature page follows]

IN WITNESS WHEREOF, I have hereunto set my hand and caused this Officer's Certificate to be executed on the date first written above.

ASIA SOCIETY TEXAS CENTER

By: _____
Name: _____
Title: _____
Date: _____

Exhibit C

GRANTEE CONFLICT OF INTEREST STATEMENT

**ASIA SOCIETY TEXAS CENTER
CONFLICT OF INTEREST STATEMENT**

The undersigned, Martha Blackwelder, the Executive Director of ASIA SOCIETY TEXAS CENTER in Houston, Texas (the "**Grantee**") executes this statement according to Section 4.03 of the Grant Agreement among the Grantee, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the "**Zone**"), and MIDTOWN REDEVELOPMENT AUTHORITY (the "**Authority**"), pursuant to Chapters 171 and 176, Texas Local Government Code, and hereby certifies as follows:

1. No member of the Authority's Board of Directors has a substantial interest in the Grantee under Section 171.002, Texas Local Government Code.

2. If any member of the Authority's Board of Directors (each, a "**Director**") has an employment or other business relationship with the Grantee under Section 176, Texas Local Government Code, the Grantee shall provide a disclosure statement which includes:

(a) The Director's business relationship with the Grantee, and gifts accepted by the Director or family member of the Director;

(b) An acknowledgement from the Director that the disclosure applies to each family member of the Director, which covers a 12-month period; and

(c) The signature of the Director acknowledging that the statement is made under oath under penalty of perjury.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this Conflict of Interest Statement to be executed on the ___ day of _____, _____.

ASIA SOCIETY TEXAS CENTER

By: _____
Name: Martha Blackwelder
Title: Executive Director

Exhibit D

SUPPLEMENTAL RECOGNITION PLAN

Exhibit E

ANNUAL UPDATE AND REPORTS BY MUSEUM TO AUTHORITY

ASIA SOCIETY TEXAS CENTER ANNUAL UPDATE AND REPORTS TO MIDTOWN REDEVELOPMENT AUTHORITY

ASIA SOCIETY TEXAS CENTER (the “**Grantee**”) will provide the MIDTOWN REDEVELOPMENT AUTHORITY (the “**Authority**”) with an annual update and report on the operations, standing, and highlights of the Grantee’s organization. The report will include, at minimum, the following documents:

1. A brief written report or letter from the Executive Director of Grantee summarizing the Grantee’s activities over the past fiscal year, including major accomplishments and program highlights.
2. The Grantee’s current list of executive board and advisory board leadership.
3. The current operating budget of Grantee.
4. A list of major donors to the Grantee’s operations and specific program initiatives.
5. A copy of the Grantee’s most recent audited financial statement.
6. Financial statements of income and expense from the time of the Grantee’s most recent audit to present.
7. A copy of the Grantee’s status as an exempt organization for federal income tax purposes (i.e., the most current copy of the 501(c)(3) letter).
8. A copy of the Grantee’s most recently filed IRS Form 990, including Schedule A and all supporting schedules.

Should the Authority require any further information, Grantee will provide such information in a timely manner.



To: Matt Thibodeaux
Midtown TIRZ Board of Directors

From: Jill Jewett, on behalf of the Midtown Arts and Theater Center Houston (MATCH)

Date: January 3, 2013

Subject: Request for Support

Executive Summary

In 2004, leaders of Houston’s small and mid-sized progressive arts organizations, scattered in inadequate and temporary spaces across Houston, gathered to discuss the need for a multi-tenant arts complex located in the urban core of the city. In 2005, they chartered a nonprofit organization to create shared, affordable, performing and visual arts space. After a five-year search, an ideal site for a mixed use facility for performing and visual arts was secured at 3400 Main Street in Midtown, halfway between Houston’s Theater District and the Museum District at the corner Main & Holman. More than 100 arts organizations will benefit from the development of the Midtown Arts and Theater Center (the MATCH), as the site will be open to all artists and arts groups, is accessible to Houston’s growing mass transit system, and provides a unique and new destination for the citizens of Houston, including more than 150,000 students attending the five universities located within three miles of the site.

The MATCH will serve as a centrally located home-base for a broad spectrum of Houston artists and organizations, and will be appropriately sized, equipped, and priced for small and midsize arts groups. The facility will include one 400-seat Proscenium Theatre, three additional performance spaces that will seat between 75 and 250, one large gallery space, a central breezeway that will serve as art exhibition or gathering space, offices, and two flexible rehearsal spaces. The complex will provide a forum for artists and organizations to interact, collaborate, and share both resources and best practices in running small and midsize arts organizations. It is being embraced enthusiastically by its Midtown neighbors, including the Ensemble Theater, Trinity Church, and nearby merchants. The cost of the project, including site acquisition, is \$25 million.

While conceived initially as an arts project, we have come to realize that the MATCH’s greatest impact will be seen in the economic and neighborhood transformation it will help to bring about in Midtown. This factor has been the element that has elicited the greatest response from major donors because in addition to yielding obvious qualitative benefits to numerous arts organizations, the project will promote spin-off redevelopment, promote economic health in the neighborhood, and increase the potential for healthy neighborhood revitalization. In addition to being one of two standout projects highlighted in a 2010 Livable Centers Study, the MATCH commissioned a study by TXP that indicated that the City of Houston should recapture \$15 million in tax revenue alone over the first 10 years of the project’s life – in addition to the qualitative impact on the City’s quality of life as a vibrant arts and cultural center, and also in addition to the tax revenues that other public sector entities like METRO, HISD, and Harris County will receive. Copies of these studies are available for review by the Midtown TIRZ.

Project Funding and Request

<u>Funding Sources</u>	<u>Received</u>	<u>Committed</u>	<u>Pending</u>	<u>Total</u>
Individuals	\$544,300	\$425,000	\$5,000,000	\$5,969,300
Foundations	\$1,635,500	\$8,600,000	\$18,450,000	\$28,675,500
MRA			\$1,000,000	\$1,000,000
<u>Other</u>			<u>\$2,700,000</u>	<u>\$2,700,000</u>
Total	\$2,169,800	\$9,025,000	\$27,150,000	\$38,344,800

The MATCH's Board of Directors respectfully requests an investment of \$1 million from the Midtown TIRZ to support this project that will have a transformational cultural and economic impact on the Midtown neighborhood. To leverage this investment and also demonstrate that the project will be developed on time and within its budget, we propose that this investment be made on a challenge or matching basis so that we can use this conditional commitment to motivate other donors. Specifically, the terms could be established so that:

- The Midtown TIRZ commits \$1 million in four installments of \$250,000 each over a 12-month period beginning in February 2013, *contingent on*
- The MATCH's success in raising \$1.5 million in funds from other sources for each of the \$250,000 installments (to be paid or pledged in writing before the TIRZ releases the payment).

Project Budget

The total project budget for building the MATCH – including site acquisition, planning, design, construction, furnishings and equipment – is \$25 million. The Board of Directors launched a capital campaign one year ago, and to date \$11,189,800 has been committed to the campaign. A self-sustaining business plan has also been developed for the MATCH, based on affordable rates for tenant arts organizations and a \$450,000 annual funding allocation from Houston First and an economic development agreement with the City of Houston. No annual fundraising will be required on an ongoing basis once construction is completed. Forecasts for the first several years of operation indicate that the MATCH budget will grow from \$1.4 million to just under \$2 million annually.

Project Schedule

Houston Endowment, the largest contributor to the MATCH campaign with a commitment of \$6 million, has conditioned its pledge upon a January 31, 2014 groundbreaking date. Other funders will also fulfill their commitments as soon as construction begins. We are committed to raising more than \$20 million by that date to ensure that we collect in full on these commitments, and are confident that the balance of the campaign goal can be raised during the 12 months required for construction. The building will be dedicated in the first quarter 2015.

To ensure the success of this schedule, we have retained project management expert Dennis Irvine (the Irvine Group) to serve as the owner's representative with our architects and contractors. We are highly confident that we will complete this project on time and within our budget. We are also extremely pleased with our fundraising success, having raised more than 45% of our goal in the first year of the campaign. With awareness and appreciation for the project growing steadily in the philanthropic community, we have a high degree of certainty that we will complete the campaign well before the construction is complete.

**The MATCH
CAPITAL PROJECT BUDGET**

CAPITAL EXPENSE	TOTAL
Land	\$2,500,000
Interest	\$100,000
Campaign staffing	\$216,000
Architectural fees	\$2,226,000
Project manager	\$330,000
Project consulting	\$80,000
Campaign events & misc.	\$20,000
Construction	\$20,328,000
TOTAL	\$25,800,000