

Controller's Office

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

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

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the Ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
 1st Amendment
 Other.

Ronald C. Shroyer
Shroyer

Date: December 14, 2015 City Controller of the City of Houston

ms
OK

FUND REF: - 5000 - AMOUNT: -0- ENCUMBRANCE NO: RF50060-16

C75108

City of Houston, Texas, Ordinance No. 2015 - 1272

AN ORDINANCE APPROVING A FIRST AMENDMENT TO AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, AND THE ENERGY CORRIDOR MANAGEMENT DISTRICT; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, by Ordinance 2012-1089, passed on December 12, 2012, the City Council of the City of Houston, Texas (the "City"), approved and authorized an Economic

Development Agreement (the "Agreement") between the City and the Energy Corridor Management District (the "District"), a municipal management district and a political subdivision of the State of Texas; and

WHEREAS, the City and the District desire at this time to amend the Agreement;
NOW, THEREFORE,

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

Section 1. That the City Council hereby approves and authorizes the First Amendment to Economic Development Agreement as described in the caption of this Ordinance, in substantially the form shown in the document that is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference. The Mayor is hereby authorized to execute such documents and all related documents on behalf of the City of Houston, Texas. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Attorney is hereby authorized to take all action necessary to enforce legal obligations under said document without further authorization from City Council.


Section 2. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Charter of the City of Houston, Texas.

PASSED AND ADOPTED this 16th day of December 2015.

APPROVED this _____ day of _____, 2015.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, of the Charter of the City of Houston, Texas, the effective date of the foregoing Ordinance is DEC 22 2015.



City Secretary

(Prepared by Legal Dept. Mary Beale GND)
(MFB:mfb 12/8/2015) Senior Assistant City Attorney
(Requested by Andrew F. Icken, Chief Development Officer)
LD No. 0341200366002

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CAPTION PUBLISHED IN DAILY COURT
REVIEW DEC 22 2015
DATE:

| AYE | NO | |
|---------|---------|------------------------|
| ✓ | | MAYOR PARKER |
| | | COUNCIL MEMBERS |
| ✓ | | STARDIG |
| ✓ | | DAVIS |
| ✓ | | COHEN |
| ✓ | | BOYKINS |
| ABSENT | | MARTIN |
| ✓ | | NGUYEN |
| ✓ | | PENNINGTON |
| ✓ | | GONZALEZ |
| ✓ | | GALLEGOS |
| ✓ | | LASTER |
| ✓ | | GREEN |
| ✓ | | COSTELLO |
| ✓ | | ROBINSON |
| ✓ | | KUBOSH |
| ✓ | | BRADFORD |
| ✓ | | CHRISTIE |
| CAPTION | ADOPTED | |

EXHIBIT "A"

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (the "First Amendment") by and between the CITY OF HOUSTON, TEXAS, a Texas home-rule municipal corporation (the "City"), and HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4 (ENERGY CORRIDOR MANAGEMENT DISTRICT), a municipal management district and a political subdivision of the State of Texas (the "District"), is entered into as of the date the City Controller countersigns hereto (the "Effective Date").

RECITALS

WHEREAS, the District and the City have entered into that certain Economic Development Agreement authorized by Ordinance No. 2012-1089, passed and adopted by City Council on December 12, 2012, and made effective on December 26, 2012 (the "Agreement") for the financing and development of the Public Improvements relating to the Park Row Completion Project, as those terms are defined in the Agreement;

WHEREAS, the District and the City now wish to amend the Agreement as provided for herein;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the District hereby agree as follows:

A. The definition of "Maximum Reimbursement Amount" found in Article I, Section B of the Agreement is hereby deleted and replaced with the following:

"Maximum Reimbursement Amount" shall mean an amount that is equal to the lesser of (i) the Public Improvements Cost minus the Water and Sewer Improvements Cost, or (ii) \$20,093,263."

B. The definition of "Reimbursement Amount" found in Article I, Section B of the Agreement is hereby deleted and replaced with the following:

"Reimbursement Amount" shall mean an amount that is equal to the Tax Revenues necessary to pay for the Public Improvements Cost minus the Water and Sewer Improvements Cost."

C. Article VI, Section C of the Agreement is hereby deleted and replaced with the following:

"C. Enterprise Funds. The amount of the Water and Sewer Improvements Cost will not be included in the Reimbursement Amount or the Maximum Reimbursement Amount. To the extent that such funds are available and have been appropriated for that purpose, the City shall reimburse the District for the Water and Sewer Improvements cost from the City's Water and Sewer Enterprise Fund."

D. This First Amendment shall modify the Agreement only insofar as it related to the matters provided herein. Each capitalized term not defined herein shall have the meaning assigned to such term in the Agreement. All other existing terms and conditions of the Agreement not addressed in this First Amendment shall remain in full force and effect. In the case of any irreconcilable conflict between the terms and conditions of this First Amendment and the Agreement, the terms and conditions of this First Amendment shall control.

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH this First Amendment to the Agreement has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the District and the City effective as of the date first above written.

CITY:

DISTRICT:

CITY OF HOUSTON, a Texas home-rule municipal corporation

HARRIS COUNTY IMPROVEMENT DISTRICT NO. 4 (ENERGY CORRIDOR DISTRICT), a political subdivision of the State of Texas

Mayor

By: _____

Date: _____

Name: _____

Title: _____

ATTEST/SEAL:

ATTEST

City Secretary

Date: _____

Name: _____

Title: _____

COUNTERSIGNED:

Date: _____

City Controller

Date: _____

APPROVED AS TO FORM:

Senior Assistant City Attorney

LD No. 0341200366002