

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON
AND MIDTOWN MANAGEMENT DISTRICT RELATING TO
THE MIDTOWN PARKING BENEFIT DISTRICT**

THIS INTERLOCAL AGREEMENT is made on the date countersigned by the City Controller (“Countersignature Date”) by and between the **CITY OF HOUSTON, TEXAS** (“City”), a Texas Home Rule City of the State of Texas principally situated in Harris County, and the **MIDTOWN MANAGEMENT DISTRICT** (“MMD”), a management district created in 1999 by the 76th Texas Legislature in House Bill 2894 under Chapter 3809 of the Texas Special District Local Laws Code. City and Midtown Management are hereinafter referred to individually as a “Party” and jointly as the “Parties.”

1. RECITALS

- 1.1. Pursuant to City of Houston Ordinance No. 2022-252, passed and approved by the City Council on April 6, 2022 and attached as **Exhibit 1**, the City designated Midtown, an area generally comprised of all streets included and bounded by IH US 45 to the north, IH US59 to the east and south, and 527 Spur to Elgin to Bagby to Tuam to Genesee to Boston to Gillette to Bailey to Cleveland to Heiner to Bagby to Pierce to the west as further described in Exhibit B to Exhibit 1, (“Midtown”) as more specifically defined in Section 26-754 of the Code of Ordinances of the City of Houston, Texas (“City Code”), as a parking benefit district (“Midtown PBD”) for which a portion of the revenue from additional parking meters and permit fees (less City expenses for administrative costs, signage, enforcement, installation, operation, and maintenance of parking meters) is dedicated to public safety and public amenities that enhance the quality of life in the Midtown area, such as installation and maintenance of sidewalks and pedestrian walkways, street maintenance, installation and repair of street lights, landscaping, acquisition of additional parking, and improvements that promote walking, cycling, and the use of public transportation in the Midtown area.
- 1.2. Pursuant to the City of Houston Code of Ordinances Section 26-755(d), the City and MMD desire to enter into this Agreement to manage the public improvement projects as described in Section 1.1 to be funded with revenue generated by the Midtown PBD and to document the roles and responsibilities of each Party under this Agreement, consistent with the requirements of the Midtown PBD, as set forth in Chapter 26, Article XI, Division 5 of the City Code.

2. PARTIES

2.1. Addresses of the Parties.

- 2.1.1. The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City
Director
Administration & Regulatory
Affairs Department
P.O. Box 1562
Houston, Texas 77002

MMD
Executive Director
Midtown Management District
410 Pierce St, Suite 355
Houston, Texas 77002

The Parties agree as follows:

2.2. Table of Contents.

2.2.1. This Agreement consists of the following sections:

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Exhibit 1 – Copy of City of Houston Ordinance No. 2022-252
Exhibit 2 – Initial List of Midtown Advisory Committee Members

2.3. Parts Incorporated.

2.3.1. The above-described sections, exhibits, and recitals are incorporated into this Agreement.

2.4. Controlling Parts.

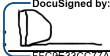
2.4.1. If a conflict among the sections and exhibits arises, the sections control over the exhibits.

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2.5. Signatures.

2.5.1. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.


MIDTOWN MANAGEMENT DISTRICT

DocuSigned by:
By: 
Name: Darcy John Lefsrud
Title: Chair, Board of Directors
Tax ID: N/A

DS

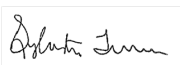
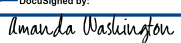


TEST/SEAL:

DocuSigned by:

City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

DocuSigned by:

Mayor
DocuSigned by:

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APPROVED:

DocuSigned by:

Director, Administration and
Regulatory Affairs Department

COUNTERSIGNED BY:

DocuSigned by:

City Controller
DocuSigned by:

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APPROVED AS TO FORM:

DocuSigned by:

Senior Assistant City Attorney II
L.D. File No. 0372200064001

DATE COUNTERSIGNED:

1/9/2023

3. DEFINITIONS

- 3.1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and MMD.
- 3.2. "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 3.3. "City Council" means the City of Houston City Council as described in the City of Houston Charter, Article V, Section 1.
- 3.4. "City Fiscal Year" means the period beginning July 1st of each calendar year and ending June 30th of the following calendar year.
- 3.5. "Countersignature Date" means the date shown as the date countersigned by the City Controller on the signature page of this Agreement.
- 3.6. "Director" means the Director for the Administration and Regulatory Affairs Department ("ARA") or the person he or she designates.
- 3.7. "Ex Officio Members" is defined in Section 4.2 of this Agreement.
- 3.8. "Initial Term" is defined in Section 6.1 of this Agreement.
- 3.9. "Mayor" means the City of Houston Mayor or his or her designee.
- 3.10. "Midtown" is defined in Section 1.1 of this Agreement.
- 3.11. "Midtown PBD" is defined in Section 1.1 of this Agreement.
- 3.12. "Midtown Revenue" is defined in Section 5.3.1. of this Agreement.
- 3.13. "MMD" is defined in the preamble of this Agreement and includes its successors and assigns.
- 3.14. "MMD Allocation" is defined in Section 5.3.2 of this Agreement.
- 3.15. "Projects" means those public improvement projects in the Midtown PBD that meet the definition of "projects" set forth in Section 26-754 of the City Code.
- 3.16. "Reconciliation Statement" is defined in Section 5.3.1 of this Agreement.
- 3.17. "Regular Members" is defined in Section 4.2 of this Agreement.
- 3.18. "Renewal Term" is defined in Section 6.2 of this Agreement.
- 3.19. "Term" means the term of this Agreement, including the Initial Term and, if applicable, the Renewal Term, as further set forth in Article 6 of this Agreement.
- 3.20. "Total Administrative Costs" is defined in Section 5.3.1 of this Agreement.

4. DUTIES OF MMD

- 4.1. Creation of Committee; Compliance with City Code Requirements. As a condition precedent of this agreement, MMD has created the Midtown Advisory Committee (“Committee”) as required by and for the purpose stated in Section 26-756 of the City Code, subject to the requirements of Section 26-756(e) of the City Code as set forth in Section 4.2. The list of the initial Committee members is attached at **Exhibit 2**.
- 4.2. Committee Composition. The Committee shall consist of no less than five and no more than nine regular members (“Regular Members”) and five non-voting ex officio members (“Ex Officio Members”); the Ex Officio members are those individuals referenced in Section 5.1 of this Agreement. MMD shall (i) appoint the Regular Members to the Committee, (ii) ensure that the number of Committee members and the composition of the Committee is maintained in compliance with the requirements of Section 26-753(b) of the City Code and the chart below, and (iii) provide a list of the Regular Members to the Director, including any proposed changes to the membership or composition thereof, 30 days before such proposed changes are submitted to the Board for approval; provided, however, in accordance with Section 26-756(e) of the City Code, if MMD does not create the Committee as required under Section 4.1., Regular Members shall be appointed by the Mayor and confirmed by City Council.

Regular Members shall be comprised of business owners or residents of Midtown who have an interest in the parking issues affecting Midtown and are at least 18 years of age. A majority of the Regular Members shall be business or commercial property owners in Midtown or their designees, with at least one member being a representative from the executive committee of the Midtown Super Neighborhood and residents make up at least 40% of the Committee. The following chart sets forth the example compositions of the Committee based on the number of members:

<u>Number of Members</u>	<u>Composition of Committee</u>
5 members	<ul style="list-style-type: none"> • 3 business owner representatives • 2 resident representatives with at least one from the Midtown Super Neighborhood Executive Committee
6 members	<ul style="list-style-type: none"> • 4 business owner representatives • 2 resident representatives with at least one from the Midtown Super Neighborhood Executive Committee
7 members	<ul style="list-style-type: none"> • 4 business owner representatives • 3 resident representatives with at least one from the Midtown Super Neighborhood Executive Committee

8 members	<ul style="list-style-type: none"> • 5 business owner representatives • 3 resident representatives with at least one from the Midtown Super Neighborhood Executive Committee
9 members	<ul style="list-style-type: none"> • 5 business owner representatives • 4 resident representatives with at least one from the Midtown Super Neighborhood Executive Committee

4.3. Meetings. MMD shall conduct quarterly meetings of the Committee in accordance with the Texas Open Meetings Act, as required by Section 26-756(d). MMD shall be responsible for posting notices for Committee meetings, taking meeting minutes, and posting meeting agendas, meeting minutes and posting other Committee and Midtown PBD documents online.

4.4. Projects.

4.4.1. The Committee shall make recommendations to the Mayor and City Council on issues relating to the Midtown PBD, including potential Projects to be funded with revenue generated from the Midtown PBD, the timing and order of such Projects, changes to the parking meter and permit fees, and the allocation and management of permits. The Committee shall create a list of potential Projects and provide such list to the Director for approval.

4.4.2. The Director shall determine which Projects shall be funded by Midtown PBD revenues. Upon approval by the Director, MMD shall be responsible for executing Projects utilizing Midtown PBD revenues provided to the MMD pursuant to Section 5.3 of this Agreement.

5. DUTIES OF CITY

5.1. Ex Officio Members of Committee. The City personnel set forth in Section 26-756(c) of the City Code shall serve as the Ex Officio Members of the Committee and attend the meetings of the Committee.

5.2. Director’s Responsibilities. The Director shall:

5.2.1. Serve as the primary contact for the Committee.

5.2.2. Provide quarterly financial reports regarding Midtown PBD revenue and parking updates, meter revenue projections, and operations cost with annual net revenue projections to the Committee for review.

5.3. Reconciliation.

5.3.1. Within (i) 30 days following the Countersignature Date, for City Fiscal year 2022 and (ii) 30 days following the end of each subsequent City Fiscal Year, the Director shall provide MMD with a reconciliation statement (“Reconciliation Statement”) describing (1) all fees and revenues generated from the use of parking meters between the hours of 6:00 pm and 2:00 am as soon as any such parking meter

becomes operational and parking permits within Midtown PBD as further described in Section 26-755(a) of the City Code, (2) total administrative costs, signage, enforcement, debt service, and the installation, operation and maintenance of parking meters placed in service in Midtown PBD (“Total Administrative Costs”), and (3) 60% of the fees and revenues in excess of the Total Administrative Costs (“Midtown Revenues”).

- 5.3.2. Within (i) 60 days following the submittal to MMD of the Reconciliation Statement described in section 5.3.1. for City Fiscal Year 2022 and (ii) 30 days following the submittal to MMD of the Reconciliation Statement for each subsequent City Fiscal Year as described in Section 5.3.1, the City shall remit to MMD the Midtown Revenues for that year (“MMD Allocation”).
- 5.3.3. In the event that (i) Midtown PBD is terminated under City of Houston Code of Ordinance Section 26-754, (ii) this Agreement expires, or (iii) this Agreement is terminated pursuant to Section 6.3, MMD shall return to the City any funds from the MMD Allocation that have not been expended within sixty (60) days of such termination or expiration, provided, however, this provision shall not be applicable to funds from the MMD Allocation that the District owes for services already performed that MMD is contractually committed or otherwise formally obligated to pay. Within thirty (30) days after receiving notice of termination, MMD shall submit a statement to the Director showing in detail the services performed that MMD is contractually committed or otherwise formally obligated to pay. The Director shall verify such statement. Failing verification, MMD and Director shall work in good faith to resolve the issues, and MMD shall resubmit its statement reflecting the Parties’ findings and shall remit any payment due within 30 days of the resolution.

6. TERM & TERMINATION

6.1. Term.

- 6.1.1. This Agreement is effective on the Countersignature Date and remains in effect for five years from the Countersignature Date (“Initial Term”).

6.2. Renewals.

- 6.2.1. If the Director, at his or her sole discretion, makes a written request for renewal to MMD at least 30 days before expiration of the then-current term, then, upon expiration of the Initial Term, this Agreement is renewed for one successive five-year term upon the same terms and conditions.

6.3. Termination.

- 6.3.1. This Agreement shall automatically terminate in the event that the Midtown PBD is terminated pursuant to Section 26- of the City Code. In addition to the foregoing, the City may terminate this Agreement, without cause, by 30 days’ written notice to the District. Upon termination under this provision, City shall have no further obligations under this Agreement.
- 6.3.2. City may terminate this Agreement, without cause, by 30 days’ written notice to MMD. After termination under this provision, City shall have no further

obligations under this Agreement.

- 6.3.3. Either Party may terminate its performance under this Agreement if the other Party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more material duties under this Agreement. If a default occurs, the injured Party shall deliver written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after the receipt of such notice. The injured Party, at its sole option, may extend the proposed termination date to a later date. If the defaulting Party does not cure the default before the proposed date, the injured Party may terminate its performance under this Agreement on the termination date. The Director shall act on behalf of the City to notify MMD of a default and effect termination.

7. MISCELLANEOUS

7.1. Relationship of the Parties.

- 7.1.1. City and MMD agree that no partnership relationship between the Parties hereto or joint venture is created by this Agreement, and MMD is not made the agent or representative of City for any purpose or in any manner whatsoever and that each Party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to the Parties under Texas law and without waiving any defenses of the Parties under Texas law. The provisions of this section are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.2. Force Majeure.

- 7.2.1. Timely performance by both Parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or MMD. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, pandemics, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or MMD, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical.

- 7.2.2. This relief is not applicable unless the affected party does the following:

- 7.2.2.1. uses due diligence to remove the effects of the Force Majeure as

quickly as possible and to continue performance notwithstanding the Force Majeure; and

7.2.2.2. provides the other party with prompt written notice of the cause and its anticipated effect.

7.2.2.3. The Director will review claims that a Force Majeure that directly impacts the City or MMD has occurred and render a written decision within 14 days. The decision of the Director is final.

7.3. Severability.

7.3.1. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

7.4. Entire Agreement.

7.4.1. Upon execution of this Agreement by both Parties, this Agreement shall constitute the entire agreement between the Parties.

7.5. Written Amendment.

7.5.1. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument by the City Council and executed by both Parties. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

7.6. Governing Law and Venue.

7.6.1. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

7.7. Notices.

7.7.1. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

7.8. Captions.

7.8.1. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the

subject matter of any section in this Agreement.

7.9. Non-Waiver.

7.9.1. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

7.9.2. An approval by the Director, or by any other employee or agent of the City, of any part of MMD's performance does not waive compliance with this Agreement or establish a standard for performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

7.10. Ambiguities.

7.10.1. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

7.11. Enforcement.

7.11.1. The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. MMD shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining MMD's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.

7.12. Assignment.

7.12.1. No Party shall make, in whole or in part, any assignment of this Agreement or any obligation under this Agreement without the prior written consent of the other Party. MMD shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

7.13. Survival.

7.13.1. MMD shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

7.14. Remedies Cumulative.

7.14.1. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

Exhibit 1
Copy of City of Houston Ordinance No. 2022-252

City of Houston, Texas, Ordinance No. 2022- 252

AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS, RELATING TO ON-STREET PARKING REGULATIONS INCLUDING CREATING A PARKING BENEFIT DISTRICT WITHIN MIDTOWN, DESIGNATING MIDTOWN AS A COMMUNITY PARKING PROGRAM AREA, AND UPDATING CERTAIN PROVISIONS REGARDING THE COMMUNITY PARKING PROGRAM; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Texas Transportation Code section 311.001, the City has exclusive control over the public highways, streets, and alleys within its corporate boundaries, and the City holds its streets and public ways in trust for public use; and

WHEREAS, the neighborhood of Midtown is a mixed-use environment with multiple stakeholders relying on the availability of public on-street parking; and

WHEREAS, implementation of a traditional residential parking permit program under Article VI, Chapter 26 of the Code of Ordinances would be disadvantageous to the community at large in the Midtown neighborhood; and

WHEREAS, after a study of the Midtown neighborhood, an evaluation of the existing community parking programs in the Museum Park and Museum Area Municipal Association neighborhoods, and multiple meetings to understand the concerns and needs of the residents and businesses of the area, ParkHouston of the Administration and Regulatory Affairs Department, in conjunction with the traffic engineer, has determined that the most effective tool for managing traffic and the limited number of on-street spaces would be the use of parking meters and time limits to encourage turnover and better use of existing parking inventory such as nearby parking garages; and

WHEREAS, ParkHouston has determined that, in conjunction with the placement of meters and time limits in the area, the creation of parking permits for specified residents in the area (to allow the permittee to park at a meter or on-street space regulated by time limits in their neighborhood without paying the meter or observing the time limits) will further facilitate use of the right-of-way and address quality of life and convenient parking issues for residents that do not have access to adequate off-street parking options; and

WHEREAS, limiting the number of permits issued to residential units is required due to limited curb space that is in high demand; and

WHEREAS, implementation of the Community Parking Program in the Midtown neighborhood will encourage turnover in curbside parking spaces and maximize use of curbside parking, a valuable City asset; and

WHEREAS, ParkHouston has also determined that the Midtown area would benefit from the creation of a parking benefit district whereby a portion of the revenue from additional parking meters and permit fees (less City expenses for administrative costs, signage, enforcement, installation, operation, and maintenance of parking meters) is dedicated to public safety and public amenities that enhance the quality of life in the area, such as installation and maintenance of sidewalks and pedestrian walkways, street maintenance, installation and repair of street lights, landscaping, acquisition of additional parking, and improvements that promote walking, cycling, and the use of public transportation in the area; and

WHEREAS, City Council finds that the Midtown area has sufficient on-street parking spaces, that if metered, would pay the expenses of enforcing, maintaining, and operating parking meters, administering parking restrictions in the area, and funding projects that enhance the quality of life in the area; and

WHEREAS, City Council finds that there is sufficient evidence of support by the residents and business owners for the creation of a parking benefit district in the Midtown area; and

WHEREAS, City Council finds that designating the Midtown area as a pilot parking benefit district until 180 days after the first anniversary of the effective date of this ordinance would be sufficient time to test the effectiveness of the parking benefit district in the Midtown area; and

WHEREAS, ParkHouston also identified various provisions of Article XII of Chapter 26 of the Code of Ordinances relating to the Community Parking Program that need revision, including the number of resident parking permits allowed annually for units of multi-family buildings constructed before May 23, 1989; **NOW THEREFORE**;

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

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

Section 2. That Section 26-701 of the Code of Ordinances, Houston, Texas, is hereby amended by adding, in the appropriate alphabetical order positions, definitions of the new terms *Midtown* and *Midtown Management District* to read as follows:

“*Midtown* means all streets included and bounded by IH US 45 to the north, IH US 59 to the east and south, and 527 Spur to Elgin to Bagby to Tuam to Genesee to Boston to Gillette to Bailey to Cleveland to Heiner to Bagby to Pierce to the west, as further described in Exhibit B to Ordinance No. 2022 - 252.¹”

“*Midtown Management District* means the district created by Chapter 3809 of the Texas Special District Local Laws Code, as amended.”

Section 3. That Article XI of Chapter 26 of the Code of Ordinances, Houston, Texas, is hereby amended by adding a new Division 6 that reads as set forth in Exhibit A, attached hereto and incorporated herein.

Section 4. That Section 26-761 of the Code of Ordinances, Houston, Texas, is hereby amended by amending the definition of the term *community parking program area* to read as follows:

“*Community parking program area* means the following areas designated pursuant to division 2 of this article:

- (1) *Zone 1*: all streets included and bounded by IH US 59 to the north, Montrose Street to the east, Bissonnet Street to the south and Graustark Street to the west, as further described in Exhibit D to Ordinance No. 2019-1015.
- (2) *Zone 2*: all streets included and bounded by IH US 59 to the north, SH 288 to the east, Hermann Drive to the south, and Main Street to the west, as further described in Exhibit E to Ordinance No. 2019-1015.
- (3) *Zone 3*: all streets included and bounded by IH US 45 to the north, IH US 59 to the east and south, and 527 Spur to Elgin to Bagby to Tuam to Genesee to Boston to Gillette to Bailey to Cleveland to Heiner to Bagby to Pierce to the west, as further described in Exhibit B to Ordinance No. 2022 - 252.²

¹ City Secretary/Editor shall insert the number of this Ordinance.

² City Secretary/Editor shall insert the number of this Ordinance.

Section 5. That Section 26-772(a) of the Code of Ordinances, Houston, Texas, is hereby amended to read as follows:

“(a) City council hereby designates the following areas as community parking program areas:

- (1) Zone 1;
- (2) Zone 2; and
- (3) Zone 3.”

Section 6. That Section 26-781(a) of the Code of Ordinances, Houston, Texas, is hereby amended to read as follows:

“(a) Residents within a community parking program area are eligible for resident parking permits as follows:

Building	Number of Permits Allowed Annually
Residential buildings	3 permits per address/dwelling unit
Multi-family buildings constructed prior to the effective date of the city’s off-street parking ordinance (Ord. No. 1989-712) on May 23, 1989 that provide no off-street parking spaces	2 permits per dwelling unit
Multi-family buildings	1 permit per dwelling unit but total permits issued to residents in a given building cannot exceed .5 permits multiplied by the total number of dwelling units in the building

If a resident lives in a permit-restricted building and there are no permits available, the resident shall be added to a waiting list. Residents of multi-family buildings that are subject to the off-street parking standards under the transit-oriented development rules or receive parking variances under article VIII of chapter 26 of this Code are not eligible for resident parking permits.”

Section 7. That Subsections (a) and (b) of Section 26-782 of the Code of Ordinances, Houston, Texas, are hereby amended to read as follows:

- “(a) A business owner of a business located within a community parking program area designated as Zone 1 or Zone 2 under section 26-772(a) of this Code may obtain one business parking permit. Each person who is employed by or who is an agent of a business located within the community parking program area designated as Zone 1 or Zone 2 under section 26-772(a) of this Code may also obtain one business parking permit.
- (b) An owner, agent, or employee of a business within a community parking program area designated as Zone 1 or Zone 2 under section 26-772(a) of this Code may submit an application for a business parking permit to the parking official in a form promulgated by the director for that purpose, which shall include the following:
- (1) The applicant's name, telephone number, and the applicant's business address located within the community parking program area;
 - (2) Proof that the applicant is an owner, agent, or employee of a business in the community parking program area in the form, as applicable, of:
 - a. A true and correct copy of a valid certificate of occupancy of the applicant's business within the community parking area; or
 - b. A recent utility bill acceptable to the director showing the applicant's business address within the community parking program area; or
 - c. Copy of payroll stub or statement on employer letterhead confirming employment and including physical address of employer located within the community parking program area; and
 - (3) Any other information reasonably required by the director to ensure compliance with the requirements of this article.”


Section 8. That the City Attorney is hereby authorized to direct the publisher of the Code of Ordinances, Houston, Texas, (the “Code”) to make such nonsubstantive changes to the Code as are necessary to conform to the provisions adopted in this

Ordinance, and also to make such changes to the provisions adopted in this Ordinance to conform them to the provisions and conventions of the published Code.

Section 9. That if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 10. 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.

PASSED AND APPROVED this 6th day of April, 2022.



Mayor of the City of Houston

DS
TC

DocuSigned by:
Aniel San Miguel
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Prepared by Legal Dept. _____
AS:asw,kro 3/17/2022 Assistant City Attorney
Requested by Tina Paez, Director, Administrative and Regulatory Affairs
L.D. File No. 0372100039001

Meeting 4/06/2022

Aye	No	
✓		Mayor Turner
....	Council Members
✓		Peck
✓		Jackson
✓		Kamin
✓		Evans-Shabazz
✓		Martin
✓		Thomas
✓		Huffman
✓		Cisneros
✓		Gallegos
✓		Pollard
✓		Castex-Tatum
✓		Knox
✓		Robinson
✓		Kubosh
✓		Plummer
✓		Alcorn
Caption	Adopted	

Captions Published in DAILY COURT REVIEW

Date: 4/12/2022

EXHIBIT A

DIVISION 6. DESIGNATION OF MIDTOWN AS A PARKING BENEFIT DISTRICT

Sec. 26-754. Designation of district; time limit; continuation, modification or termination of district.

- (a) City council hereby designates Midtown as a parking benefit district for a period ending on the 180th day following the first anniversary of the effective date of its designation (4/06/2022)³, provided that the parking benefit district shall continue after the expiration of this period unless city council takes action to terminate the district.
- (b) As soon as practicable after the time period provided in subsection (a) of this section:
 - (1) The director shall report to city council on the effectiveness of the parking benefit district and provide his recommendations for continuation, modification or termination of the district; and
 - (2) In consultation with the Midtown Advisory Committee, the Midtown Management District may make recommendations to the mayor and city council regarding modifications to the parking benefit district.
- (c) Upon recommendation from the traffic engineer, city council may modify or terminate the parking benefit district prior to or after the time period provided in subsection (a) of this section if the traffic engineer determines that termination or modification is necessary for public safety or mobility purposes.

Sec. 26-755. Disposition of revenue.

- (a) All fees and revenues generated from the use of parking meters located in the Midtown parking benefit district between the hours of 6:00 p.m. and 2:00 a.m. shall be allocated to the parking benefit district, beginning as soon as any such parking meter becomes operational. Additionally, all fees and revenues generated from the issuance of permits in the parking benefit district under article XII of this chapter shall be allocated to the parking benefit district. All fees and revenues generated from the issuance of parking citations in the Midtown parking benefit district shall be allocated to the ParkHouston special revenue fund.
- (b) All the total combined fees and revenue of the Midtown parking benefit district and the ParkHouston special revenue fund shall be first expended to defray the total administrative costs, signage, enforcement, debt service, and the installation, operation and maintenance of parking meters placed in service in the Midtown parking benefit district on or after the effective date of designation of the parking benefit district. The total administrative costs shall be shared and paid by the

³ City Secretary/Editor shall insert the effective date of this Ordinance.

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Midtown parking benefit district and from the ParkHouston special revenue fund in proportion to the total combined fees and revenue generated by or deposited into each respectively for the previous year.

- (c) Sixty percent of fees and revenues in excess of the total administrative costs shall be allocated to projects for the sole benefit of the parking benefit district. The remaining funds shall be deposited in the ParkHouston special revenue fund.
- (d) The city may enter into agreements with the Midtown Management District, subject to city council approval, to manage projects to be funded with revenue generated by the parking benefit district.
- (e) Fees and revenue generated from the Midtown parking benefit district may be used in conjunction with other public funds or public-private partnership funds available for projects to benefit the district.
- (f) In the event that the Midtown parking benefit district is terminated, any fees and revenues generated from the use of parking meters and the issuance of permits in the parking benefit district that have not been expended shall be transferred to the ParkHouston special revenue fund.

Sec. 26-756. Midtown Advisory Committee

- (a) Prior to the city entering an agreement with the Midtown Management District pursuant to section 26-755(d) of this Code, the Midtown Management District shall create a Midtown Advisory Committee to make recommendations to the mayor and city council on issues relating to the parking benefit district, including: potential projects to be funded with revenue generated from the parking benefit district, the timing and order of such projects, changes to the parking meter and permit fees, and the allocation and management of permits.
- (b) The committee shall consist of no less than five and no more than nine regular members and five nonvoting ex officio members. The regular members shall be business owners or residents of Midtown who have an interest in the parking issues affecting Midtown and are at least 18 years of age. A majority of the regular members shall be business or commercial property owners in Midtown or their designees, with at least one member being a representative from the executive committee of the Midtown Super Neighborhood. The Midtown Management District shall provide a list of the committee members to the parking official.
- (c) The ex officio members shall be:
 - (1) The director of the department of administration and regulatory affairs or his designee;
 - (2) The director of Houston Public Works or his designee;

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- (3) The director of the planning and development department or his designee;
 - (4) The chief of police or his designee; and
 - (5) A representative from the office of the mayor.
- (d) All meetings of the committee shall be conducted in accordance with the Texas Open Meetings Act.
- (e) In the event that a Midtown Advisory Committee is not created by the Midtown Management District in accordance with this section, there shall be a Midtown Advisory Committee consisting of members as provided by this section, with the regular members appointed by the mayor and confirmed by city council. The committee shall comply with this section and the provisions of division 4 of this article as applicable.
- (f) The provisions of this section shall terminate if the Midtown parking benefit district is terminated.

EXHIBIT B

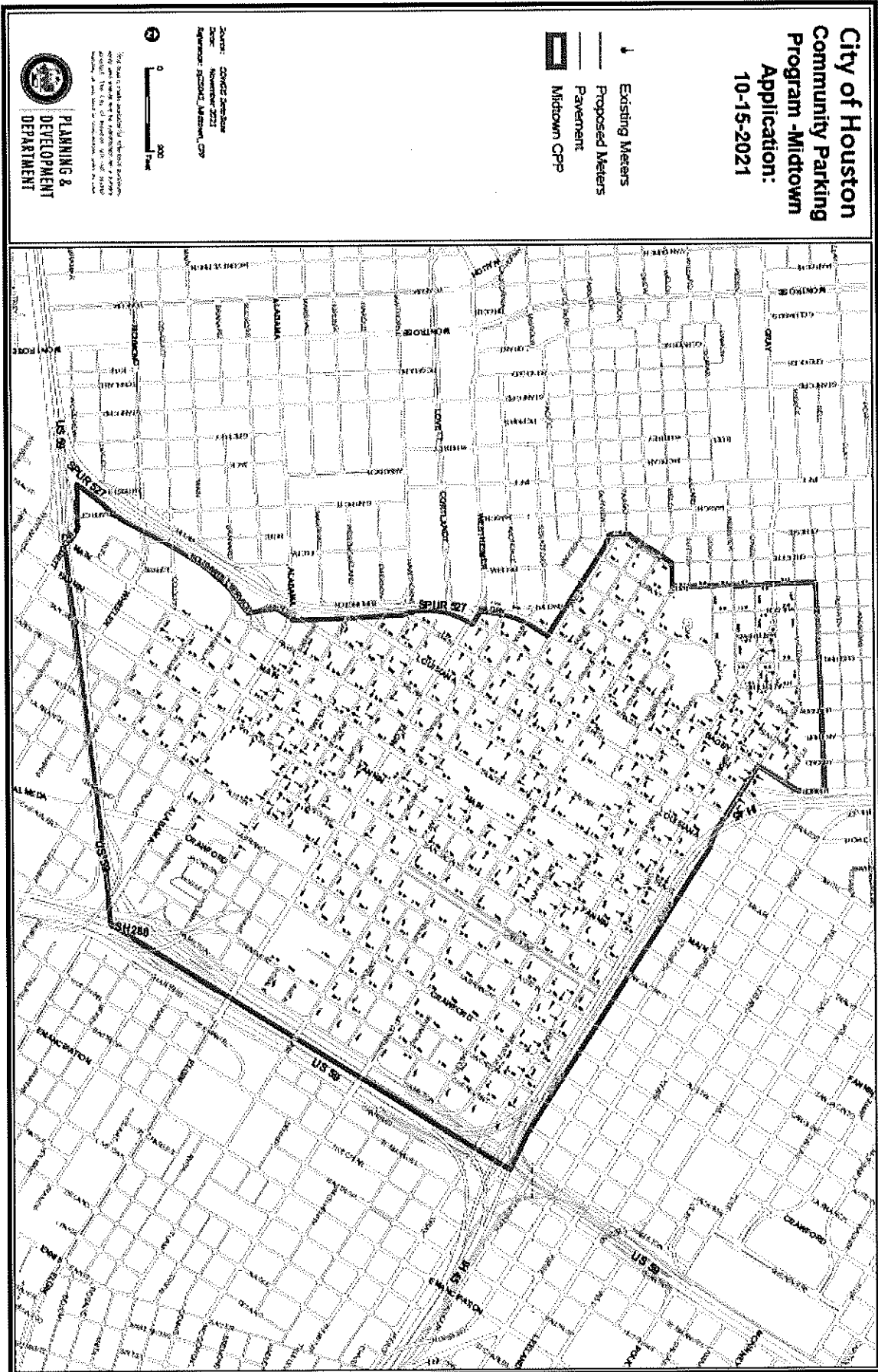


Exhibit 2
Initial List of Midtown Advisory Committee Members

- | | |
|-------------------------|--|
| 1. James Llamas | Midtown Resident and Vice Chair of Midtown Management District |
| 2. Maggie Segrich | Midtown Business Owner |
| 3. Scarlett Yarborough | Midtown Business Owner |
| 4. Scott Irby | Agent for a Midtown Commercial Property Owner |
| 5. Cynthia Aceves Lewis | Appointee of Midtown Super Neighborhood #62 and Residential Property Owner |