
AUDIT COMMITTEE MEETING
TUESDAY, MAY 21, 2019
1:00 P.M.
CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290
200 TEXAS STREET, FORT WORTH, TEXAS

CENTRAL CITY LOCAL GOVERNMENT CORPORATION MEETING
TUESDAY, MAY 21, 2019
2:00 P.M.
CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290
200 TEXAS STREET, FORT WORTH, TEXAS

LONE STAR LOCAL GOVERNMENT CORPORATION MEETING
TUESDAY, MAY 21, 2019
(IMMEDIATELY FOLLOWING THE CENTRAL CITY LOCAL GOVERNMENT CORPORATION)
CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290
200 TEXAS STREET, FORT WORTH, TEXAS

FORT WORTH LOCAL DEVELOPMENT CORPORATION MEETING
TUESDAY, MAY 21, 2019
(IMMEDIATELY FOLLOWING THE LONE STAR LOCAL GOVERNMENT CORPORATION MEETING)
CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290
200 TEXAS STREET, FORT WORTH, TEXAS

CITY COUNCIL WORK SESSION
TUESDAY, MAY 21, 2019
3:00 P.M.
CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290
200 TEXAS STREET, FORT WORTH, TEXAS

1. Report of the City Manager - **David Cooke, City Manager**
 - a. Changes to the City Council Agenda
 - b. Upcoming and Recent Events
 - c. Organizational Updates and Employee Recognition(s)
 - d. Informal Reports
 - [IR 10275](#): Monthly Development Activity Report
 - [IR 10276](#): Update on Recent Pension Changes
 - [IR 10277](#): Revenue Manual Development
 - [IR 10278](#): Proposed Council-Initiated Zoning Changes to Create Stop Six Design District for Single Family Development in Council District 5
2. Current Agenda Items - **City Council Members**
3. Responses to Items Continued from a Previous Week

- a. [M&C L-16193](#) - (Future Council District 7) - Authorize Execution of Municipal Services Agreement for the Proposed Owner-Initiated Annexation of Approximately 55.29 Acres of Land in Denton County, Located North of Alliance Airport, South of Highway 114 and West of the Texas Motor Speedway, in the Far North Planning Sector, AX-18-006 **(Continued from March 19, 2019 by Staff)**
- b. [M&C L-16194](#) - (Future Council District 7) - Adopt Ordinance for the Owner-Initiated Annexation of Approximately 55.29 Acres of Land in Denton County, Located North of Alliance Airport, South of Highway 114 and West of the Texas Motor Speedway, in the Far North Planning Sector, AX-18-006 **(Continued from March 19, 2019 by Staff)**
- c. [ZC-18-169](#) - (Council District 7 – Dennis Shingleton) - Jerry and William Wilson, 15000 block FM 156/2250 Texan Drive; From: Unzoned To: " I" Light Industrial/Fort Worth Alliance Airport Overlay 51.48 acres (Recommended for Approval by the Zoning Commission) **(Continued from March 19, 2019 by Staff)**
4. Briefing on Dallas/Fort Worth Airport – 2019 Debt Financing Program - **Chris Poinsett and Michael Phemister, Dallas Fort Worth International Airport**
5. Annual MedStar Update - **Doug Hooten, Medstar**
6. Annual Briefing by Fort Worth Sister Cities International - **Veronica Chavez Law and Mae Ferguson, Fort Worth Sister Cities International**
7. Presentation on the City's Data Security Program - **Kevin Gunn, Financial Management Services**
8. City Council Requests for Future Agenda Items and/or Reports
9. Executive Session (CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290) - **SEE ATTACHMENT A**
Attachment(s):
[Executive Session Agenda - Attachment A.pdf](#)

CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290, is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are requested to contact the City's ADA Coordinator at (817) 392-8552 or e-mail ADA@FortWorthTexas.gov at least 48 hours prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least 48 hours prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

ATTACHMENT A
EXECUTIVE SESSION
CITY COUNCIL CONFERENCE ROOM
CITY HALL, ROOM 290
Tuesday, May 21, 2019

- A. The City Council will conduct a closed meeting in order to discuss matters permitted by the following sections of Chapter 551 of the Texas Government Code:

CITY ATTORNEY

1. Section 551.071, CONSULTATION WITH ATTORNEY

To seek the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]:

- a. Legal issues regarding any item listed on today's City Council meeting agenda.

CITY MANAGER

1. Section 551.072, DELIBERATIONS REGARDING REAL PROPERTY

Deliberate the purchase, sale, lease or value of real property where deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party.

2. Section 551.087, DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Deliberate the commercial or financial information or the offer of a financial or other incentive to a business prospect.

- B. The City Council may reconvene in open session in the City Council Conference Room and act on any item listed on the Executive Session Agenda in accordance with Chapter 551 of the Texas Government Code.

**CITY COUNCIL AGENDA
FOR THE MEETING AT 7:00 P.M. TUESDAY, MAY 21, 2019
CITY COUNCIL CHAMBER, CITY HALL
200 TEXAS STREET, FORT WORTH, TEXAS**

- I. CALL TO ORDER**
- II. INVOCATION - Pastor Janet Kraatz, Faith Lutheran Church**
- III. PLEDGES OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS**
(State of Texas Pledge: "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.")
- IV. CONSIDERATION OF MINUTES OF THE MEETING OF THE CITY COUNCIL
WORK SESSION OF MAY 7, 2019, AND THE REGULAR MEETING OF MAY 14, 2019**
- V. PRESENTATION OF CERTIFICATE OF ELECTION TO COUNCIL MEMBER ELECT
CARY MOON**
- VI. ADMINISTER THE OATH OF OFFICE TO COUNCIL MEMBER ELECT CARY
MOON**
- VII. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA**
- VIII. ITEMS TO BE CONTINUED OR WITHDRAWN BY STAFF**
- IX. CONSENT AGENDA**

Items on the Consent Agenda require little or no deliberation by the City Council. Approval of the Consent Agenda authorizes the City Manager, or his designee, to implement each item in accordance with staff recommendations.

 - A. General - Consent Items**
 1. [M&C G-19541](#) - Authorize Change in Use and Expenditure in the Amount of \$477,285.89 of Community Development Block Grant Funds for the Lake Como Neighborhood Sidewalks Project, Authorize a Substantial Amendment to the City's 2014-2015 Action Plan, and Authorize the Substitution of Funding Years (COUNCIL DISTRICT 3)
 2. [M&C G-19542](#) - Adopt Appropriation Ordinance Increasing Estimated Receipts and Appropriations in the Sendera Ranch Boulevard and Diamondback Lane Signal Improvement Project from the Transportation Impact Fee Capital Legacy Fund in the amount of \$162,315.71 and Adopt Appropriation Ordinance Increasing Estimated Receipts and Appropriations in the Sendera Ranch Boulevard and Diamondback Lane Signal Improvement Project from the Transportation Impact Fee Capital Fund in the amount of \$237,684.29 and Reduce the Fund Balance in the Service Area B Project in Both Funds by the Same Amounts (COUNCIL DISTRICT 7)
 3. [M&C G-19543](#) - Adopt Resolution Denying Application for Approval to Amend its Distribution Cost Recovery Factor Proposed by Oncor Electric Delivery Company LLC and Authorizing Steering Committee of Cities Served by Oncor to Retain Law Firm and

Consultants to Evaluate the Application (ALL COUNCIL DISTRICTS)

4. [M&C G-19544](#) - Adopt Ordinance Amending Appendix B, "Department of Code Compliance," Article II, "Code Compliance," Division 3, "Nuisances," of the Code of the City of Fort Worth Texas (2015) to Provide Regulations Concerning Nuisance Vegetation (ALL COUNCIL DISTRICTS)

B. Purchase of Equipment, Materials, and Services - Consent Items

1. [M&C P-12328](#) - Authorize Nonexclusive Agreements with Henry Pratt Company LLC and Municipal Valve & Equipment Co. Inc for the Purchase of Valve Actuators, Gear Boxes, Base Stands, Appurtenances and Related Services in a Combined Amount Up to \$530,000.00 for the Water Department (ALL COUNCIL DISTRICTS)
2. [M&C P-12329](#) - Authorize Amendment to an Existing Purchase Agreement with Zimmerer Kubota & Equipment, Inc., for Zero Turn Mower Rentals and Parts Using a Cooperative Contract for the Park and Recreation Department to Increase the Amount by \$100,000.00 for a New Annual Amount Up to \$200,000.00 (ALL COUNCIL DISTRICTS)

C. Land - Consent Items

1. [M&C L-16219](#) - Authorize Joint Ordinance and Boundary Agreement with the City of Haslet to Adjust the City Limit Boundaries between the Cities of Fort Worth and Haslet (ETJ next to COUNCIL DISTRICT 7)

D. Planning & Zoning - Consent Items

1. [M&C PZ-3191](#) - Adopt Ordinance Vacating a Portion of an Alley in Block 2, JN Brookers Subdivision of Block 11, Fields Welch Addition between Magnolia Avenue and West Rosedale Street to be Replatted with the Adjoining Property for a CVS Pharmacy and Associated Parking Lot (COUNCIL DISTRICT 9)

E. Award of Contract - Consent Items

1. [M&C C-29128](#) - Authorize Execution of Change Order No. 3 to City Secretary Contract No. 50172 with William J. Schultz, Inc. dba Circle C Construction Company in the Amount of \$116,975.50 for 2014 CIP Year 3 Contract No. 7, Combined Street, Water/Sanitary Sewer Main, Storm Water and Box Culvert Improvements and the Addition of 30 Calendar Days, for a Revised Contract Amount of \$5,970,008.50 (2014 Bond Program) (COUNCIL DISTRICTS 4 and 5)
2. [M&C C-29129](#) - Authorize an Engineering Agreement with Teague Nall and Perkins, Inc. in the Amount of \$299,875.00 for the Design of East Northside Drive Bridge Replacement (2018 Bond Program) (COUNCIL DISTRICT 9)

3. [M&C C-29130](#) - Authorize Sole Source Agreements with Mitchell Adding Machine Company, Inc., dba Mitchell Time and Parking in a Total Amount not to Exceed \$645,933.49 for the Purchase of Parking Automation Equipment with Radio Frequency Identification Technology to Enable the Consolidation of the Parking Systems of the Dickies Arena and the Will Rogers Memorial Center and to Provide Preventative Maintenance at City Parking Facilities, Authorize an Agreement with RPGA Design Group Inc., in an Amount Not to Exceed \$11,000.00 to Redesign Driving Lanes to Accommodate the Automation Equipment at Will Rogers Memorial Center, and Adopt Appropriation Ordinances (ALL COUNCIL DISTRICTS)
4. [M&C C-29131](#) - Authorize Amendment to Mayor and Council Communication P-12321 Approving an Agreement with Kelcher Entertainment Group for Restaurant and Catering Services for the Fort Worth Botanic Garden to Approve a Three Year Initial Term with Two One-Year Renewals and Payment to the City of Thirty Percent of Catered Alcohol Sales (ALL COUNCIL DISTRICTS)
5. [M&C C-29132](#) - Authorize Execution of a License Agreement with Fort Worth Symphony Orchestra Association for Use of the Fort Worth Botanic Garden for the Concerts in the Garden Series (ALL COUNCIL DISTRICTS)

X. PRESENTATIONS BY THE CITY SECRETARY - CONSENT ITEMS

1. Notice of Claims for Alleged Damages and/or Injuries

XI. SPECIAL PRESENTATIONS, INTRODUCTIONS, ETC.

1. Presentation of Proclamation for Apraxia Awareness Month
2. Presentation of Proclamation for National Emergency Medical Services Week in Fort Worth

XII. ANNOUNCEMENTS BY CITY COUNCIL MEMBERS AND STAFF

1. Upcoming and Recent Events
2. Recognition of Citizens
3. Approval of Ceremonial Travel

XIII. PRESENTATIONS BY THE CITY COUNCIL

1. Changes in Membership on Boards and Commissions

XIV. PRESENTATIONS AND/OR COMMUNICATIONS FROM BOARDS, COMMISSIONS AND/OR CITY COUNCIL COMMITTEES

XV. ORDINANCES

1. Fifty-Third Supplemental Concurrent Bond Ordinance Amending In-Part the Master Bond Ordinance Relating to Dallas Fort Worth International Airport Joint Revenue Bonds
2. Fifty-Fourth Supplemental Concurrent Bond Ordinance Authorizing One or More Series of Dallas/Fort Worth International Airport Joint Revenue Bonds, for Lawful Purposes; Providing the Security Therefore; Providing for the Sale, Execution and Delivery Thereof Subject to Certain Parameters; and Providing Other Terms, Provisions and Covenants with Respect Thereto

XVI. REPORT OF THE CITY MANAGER

A. Benefit Hearing - None

B. General

1. [M&C G-19545](#) - Adopt Appropriation Ordinance Increasing Appropriations in the 2018 Bond Program in the Amount of \$10,000,000.00 to Fund Street Construction/Recon/Rehabilitation Programmable Projects (ALL COUNCIL DISTRICTS)
2. [M&C G-19546](#) - Authorize Acceptance of Donations from the Fort Worth Garden Club for Improvements Valued at \$1,157,076.00 for Renovations of the Historic Rose Garden and the Deborah Beggs Moncrief Garden Center at the Fort Worth Botanic Garden (ALL COUNCIL DISTRICTS)

C. Purchase of Equipment, Materials, and Services - None

D. Land

1. [M&C L-16193](#) - Authorize Execution of Municipal Services Agreement for the Proposed Owner-Initiated Annexation of Approximately 55.29 Acres of Land in Denton County, Located North of Alliance Airport, South of Highway 114 and West of the Texas Motor Speedway, in the Far North Planning Sector, AX-18-006 (FUTURE COUNCIL DISTRICT 7) (**Continued from a Previous Meeting**)
2. [M&C L-16194](#) - Adopt Ordinance for the Owner-Initiated Annexation of Approximately 55.29 Acres of Land in Denton County, Located North of Alliance Airport, South of Highway 114 and West of the Texas Motor Speedway, in the Far North Planning Sector, AX-18-006 (FUTURE COUNCIL DISTRICT 7) (**Continued from a Previous Meeting**)

E. Planning & Zoning - None

F. Award of Contract

1. [M&C C-29133](#) - Authorize Execution of License Agreements with the Fort Worth Garden Club and Fort Worth Botanical Society, Inc., for Certain Areas within the Fort Worth Botanic Garden and to make Improvements to the Botanic Garden; Authorize Waiver of Construction-Related Permit Fees for Improvements Made by the Fort Worth Garden Club and the Fort Worth Botanical Society, Inc.; Authorize Amendment to Management Services Agreement with the Botanical Research Institute of Texas, Inc., in the Amount of \$88,282.00 and Twenty-Five Percent of Net Membership Revenues for Management of a Joint GROW Membership Program for the Botanic Garden with Authority to Name Membership Levels, Increase Memberships Benefits, and Increase the Cost of Memberships; Approve Transfer of Botanical Society Membership Privileges to GROW Memberships; Approve Waiver of Fees for Increased Benefits for GROW Memberships (ALL COUNCIL DISTRICTS)

XVII. PUBLIC HEARING

1. First Public Hearing for Strategic Partnership Agreement with the Morningstar Ranch Municipal Utility District No. 1 of Parker County (the District) which encompasses approximately 737.227 acres of land in Fort Worth's extraterritorial jurisdiction in Parker County (FUTURE COUNCIL DISTRICT 3)
 - a. Report of City Staff
 - b. Citizen Comments

XVIII. ZONING HEARING

1. [**ZC-18-169**](#) - (CD 7) - Jerry & William Wilson, 15000 block FM 156/2250 Texan Drive; From: Unzoned To: "I/AO" Light Industrial/Fort Worth Alliance Airport Overlay 51.23 acres (**Recommended for Approval by the Zoning Commission**) (**Continued from a Previous Meeting**)

XIX. CITIZEN PRESENTATIONS

XX. EXECUTIVE SESSION (CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290) - SEE ATTACHMENT B

Attachment(s):

[Executive Session Agenda - Attachment B.pdf](#)

XXI. ADJOURNMENT

According to the City Council Rules of Procedures, individual citizen presentations shall be limited to three minutes, and group presentations shall be limited to six minutes. At the Mayor's discretion, time limits may be reasonably extended.

Fort Worth Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are requested to contact the City's ADA Coordinator at (817) 392-8552 or e-mail ADA@FortWorthTexas.gov at least 48 hours prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least 48 hours prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

ATTACHMENT B
EXECUTIVE SESSION
CITY COUNCIL CONFERENCE ROOM
CITY HALL, ROOM 290
Tuesday, May 21, 2019

- A. The City Council will conduct a closed meeting in order to discuss matters permitted by the following sections of Chapter 551 of the Texas Government Code:

CITY ATTORNEY

1. Section 551.071, CONSULTATION WITH ATTORNEY

To seek the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]:

- a. Legal issues regarding any item listed on today's City Council meeting agenda.

CITY MANAGER

1. Section 551.072, DELIBERATIONS REGARDING REAL PROPERTY

Deliberate the purchase, sale, lease or value of real property where deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party.

2. Section 551.087, DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Deliberate the commercial or financial information or the offer of a financial or other incentive to a business prospect.

- B. The City Council may reconvene in open session in the City Council Conference Room and act on any item listed on the Executive Session Agenda in accordance with Chapter 551 of the Texas Government Code.



AUDIT COMMITTEE

Tuesday, May 21, 2019

1:00 pm

City Council Conference Room, City Hall, Room 290

200 Texas Street

Fort Worth, Texas 76102

Committee Members

Council Member Cary Moon, Chair

Council Member Dennis Shingleton, Vice-Chair

Council Member Jungus Jordan

Council Member Brian Byrd

City Staff

Patrice Randle, City Auditor

John Riggs, Assistant City Auditor

Denis McElroy, Sr. Assistant City Attorney

Joanna Ramirez, Sr. Administrative Assistant

I. CALL TO ORDER

II. ACTION ITEMS

- A. Approval of March 19, 2019 meeting minutes

III. BRIEFINGS

- A. Implementation Status of Prior Audit Recommendations – Patrice Randle, City Auditor
- B. FY2019 Annual Audit Plan Update – Patrice Randle, City Auditor

IV. EXECUTIVE SESSION

- A. The Audit Committee may conduct a closed meeting to seek the advice of its attorneys about pending or contemplated litigation, settlement offers, or any matter in which the duty of the Attorney to the Committee under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, as authorized by Section 551.071 of the Texas Government Code:
 - 1. Legal issues regarding protection of sensitive information identified in audits
 - 2. Legal issues concerning any item listed on today's agenda.

V. FUTURE AGENDA ITEMS

- A. Requests for future agenda items
- B. The next meeting is scheduled for June 11, 2019, 1:00 PM

VI. ADJOURN

Please Note: Additional members of the Fort Worth City Council may be attending the meeting for information-gathering purposes. Any members of the Council who are not on the Committee will not be deliberating or voting on any Committee agenda items.

City Hall and the City Council Conference Room are wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are requested to contact the City's ADA Coordinator at (817) 392-8552 or e-mail ADA@FortWorthTexas.gov at least 48 hours prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least 48 hours prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

**CENTRAL CITY LOCAL GOVERNMENT CORPORATION
CITY OF FORT WORTH, TEXAS**

TUESDAY, MAY 21, 2019

2:00 PM

City Council Conference Room, City Hall, Room 290

200 Texas Street

Fort Worth, Texas 76102

Board of Directors

Jungus Jordan, President
Kelly Allen Gray, Vice President
Roy C. Brooks, Director

Ann Zadeh, Director
Carlos Flores, Director
Gyna Bivens, Director
Betsy Price, Director

Cary Moon, Director
Dennis Shingleton, Director
Brian Byrd, Director

City Staff

Staff Liaison: Susan Alanis, Assistant City Manager
Peter Vaky, Deputy City Attorney
Kevin Gunn, Treasurer
Mary Kayser, Secretary

I. CALL TO ORDER

II. ACTION ITEMS

- A. Approval of August 21, 2018 Meeting Minutes
- B. Election of Officers

III. BRIEFINGS

- A. None

IV. WRITTEN REPORTS

- A. Financial Report through March 2019
- B. Fiscal Year 2018 Audit Report Results from Weaver and Tidwell, LLP

V. EXECUTIVE SESSION

The Board of Directors of Central City Local Government Corporation will conduct a closed meeting to:

- A. Seek the advice of its attorneys about any matter regarding the following in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct

of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act [Tex. Govt. Code §551.071]: (i) legal issues related to any current agenda items

- B. Discuss the purchase, sale, lease or value of real property, as authorized by Section 551.072 of the Texas Government Code. Deliberation in an open meeting would have a detrimental effect on the position of the Corporation in negotiations with a third party; and
- C. Discuss or deliberate negotiations relating to any economic development negotiations, as authorized by Section 551.087 of the Texas Government Code.

VI. FUTURE AGENDA ITEMS

- A. Request for Future Agenda Items

VII. ADJOURN

ASSISTANCE AT THE PUBLIC MEETING

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**CITY OF FORT WORTH, TEXAS
FORT WORTH CENTRAL CITY LOCAL GOVERNMENT CORPORATION
REGULAR SESSION
MINUTES
TUESDAY, AUGUST 21, 2018**

Present:

President Jungus Jordan
Vice President Kelly Allen Gray
Director Betsy Price
Director Carlos Flores
Director Brian Byrd
Director Gyna M. Bivens
Director Ann Zadeh

Absent:

Director Cary Moon
Director Dennis Shingleton
Director Roy Brooks

City staff:

Susan Alanis, Assistant City Manager
LeAnn Guzman, Senior Assistant City Attorney
Ronald P. Gonzales, Assistant City Secretary

I. Call to Order

With a quorum of the Board Members present, President Jordan called the meeting to order for the Board of Directors of the Fort Worth Central City Local Government Corporation at 3:16 p.m. on Tuesday, August 21, 2018, in the City Council Conference Room, Room 290 of the Fort Worth Municipal Building, 200 Texas Street, Fort Worth, Texas.

II. Action Items

A. Approval of February 20, 2018, Meeting Minutes

Motion was made by Director Allen Gray and seconded by Director Byrd to approve the minutes of the February 20, 2018, meeting of the Central City Local Government Corporation. Motion passed 7-0 (Directors Moon, Shingleton and Brooks absent).

B. Discussion and Consideration of a Resolution Authorizing Execution of an Agreement with Weaver and Tidwell, LLP for the 2018 Outside Audit of the Central City Local Government Corporation's Financial Accounts

Ms. Brenda Hicks-Sorensen, Assistant Director, provided a staff report.

Motion was made by Director Price and seconded by Director Allen Gray to approve Resolution No. CCLGC-2018-02, Authorizing Execution of an Agreement with Weaver and Tidwell, LLP for the 2018 Outside Audit of the Central City Local Government Corporation's Financial Accounts. Motion passed 7-0. (Director Moon, Singleton and Brooks absent.)

III. Briefings

- A. There were no briefings presented.

IV. Written Reports

- A. Financial Reports through June 2018
- B. Fiscal Year 2017 Audit Report Results from Weaver and Tidwell, LLP

The reports were for informational purposes only.

V. Executive Session

There was no Executive Session.

VI. Requests for Future Agenda Items

No requests were made by Board members.

VII. Adjourn

With no further business before the Board, President Jordan adjourned the regular session of the Central City Local Government Corporation at 3:18 p.m. on Tuesday, August 21, 2018.

These minutes approved by the Central City Local Government Corporation on the ____ day of ____, 2019.

APPROVED:

President Jungus Jordan

ATTEST:

Ronald P. Gonzales, Assistant Secretary

8:32 AM

Central City Local Government Corporation

04/25/19

Trial Balance

Accrual Basis

As of March 31, 2019

	Mar 31, 19	
	Debit	Credit
Chase - Magnolia	6,178.17	
Pinnacle - Lancaster	34,215.63	
Land:Magnolia Green	466,935.00	
Magnolia Green Parking Garage:Accm Depr - Garage Building		1,006,147.44
Magnolia Green Parking Garage:Garage Building	3,353,824.79	
A/P Magnolia Green		5,884.10
Retained Earnings		2,858,795.05
Gas Lease Royalties	173.00	
Contract Services:Accounting Fees	9,500.00	
TOTAL	3,870,826.59	3,870,826.59

8:31 AM

Central City Local Government Corporation

Profit & Loss

04/25/19

October 2018 through March 2019

Accrual Basis

	Oct '18 - Mar 19
Ordinary Income/Expense	
Income	
Gas Lease Royalties	(173.00)
Total Income	(173.00)
Gross Profit	(173.00)
Expense	
Contract Services	
Accounting Fees	9,500.00
Total Contract Services	9,500.00
Total Expense	9,500.00
Net Ordinary Income	(9,673.00)
Net Income	(9,673.00)

Balance Sheet

As of March 31, 2019

	Mar 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Chase - Magnolia	6,178.17
Pinnacle - Lancaster	34,215.63
Total Checking/Savings	40,393.80
Total Current Assets	40,393.80
Fixed Assets	
Land	
Magnolia Green	466,935.00
Total Land	466,935.00
Magnolia Green Parking Garage	
Accm Depr - Garage Building	(1,006,147.44)
Garage Building	3,353,824.79
Total Magnolia Green Parking Garage	2,347,677.35
Total Fixed Assets	2,814,612.35
TOTAL ASSETS	2,855,006.15
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
A/P Magnolia Green	5,884.10
Total Accounts Payable	5,884.10
Total Current Liabilities	5,884.10
Total Liabilities	5,884.10
Equity	
Retained Earnings	2,858,795.05
Net Income	(9,673.00)
Total Equity	2,849,122.05
TOTAL LIABILITIES & EQUITY	2,855,006.15



MEMORANDUM

Date: May 21, 2019

To: President Jungus Jordan & Trustees

From: Robert Sturns, Economic Development Director

Subject: Fiscal Year 2018 Central City Local Government Corporation Financial Audit by Weaver & Tidwell

The Central City Local Government Corporation (CCLGC) Board approved on August 21, 2018 an outside audit of the Corporation's financial account by Weaver & Tidwell. The audit has been completed and was distributed to the board on May 15, 2019.

As a reminder, the Corporations are legally separate entities that are considered Blended Component Units of the City. City Charter outlines the necessity of an annual independent audit. This audit shall include the certification of specific statements required under the Annual Appropriations Ordinance. Such statements shall include a balance sheet which will exhibit the assets and liabilities of the City, summaries of income and expenditures, and also a comparison, in proper classification, with the previous year. The completed audit meets the requirements as outlined.

If you have any questions, please feel free to contact me at (817) 392-2663.

LONE STAR LOCAL GOVERNMENT CORPORATION

TUESDAY, MAY 21, 2019

Immediately Following the Conclusion of Meeting of the Central City Local Government Corporation (Scheduled to Begin at 2:00 P.M)

City Council Conference Room, City Hall, Room 290

200 Texas Street

Fort Worth, Texas 76102

Board of Directors

Dennis Shingleton, President

Cary Moon, Vice President

Ann Zadeh, Director

Kelly Allen Gray, Director

Gyna M. Bivens, Director

Betsy Price, Director

Jungus Jordan, Director

Brian Byrd, Director

Gary Fickes, Director

Carlos Flores, Director

City Staff

Staff Liaison: Susan Alanis, Assistant City Manager

Peter Vaky, Deputy City Attorney

Kevin Gunn, Treasurer

Mary Kayser, Secretary

I. CALL TO ORDER

II. ACTION ITEMS

A. Approval of June 12, 2018 meeting minutes

B. Election of Officers

C. Consider and Adopt a Resolution Authorizing an Amendment to the Declaration of Condominium of Cabela's Fort Worth to Clarify the Unit Descriptions — Leann Guzman, Senior Assistant City Attorney

III. BRIEFINGS

A. None

IV. WRITTEN REPORTS

A. None

V. EXECUTIVE SESSION

The Board of Directors of Lone Star Local Government Corporation will conduct a closed meeting to:

- A. Seek the advice of its attorneys about any matter regarding the following in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act [Tex. Govt. Code §551.071]: (i) legal issues related to any current agenda items;
- B. Discuss the purchase, sale, lease or value of real property, as authorized by Section 551.072 of the Texas Government Code. Deliberation in an open meeting would have a detrimental effect on the position of the Corporation in negotiations with a third party; and
- C. Discuss or deliberate negotiations relating to any economic development negotiations, as authorized by Section 551.087 of the Texas Government Code.

VI. FUTURE AGENDA ITEMS

- A. Request for Future Agenda Items

VII. ADJOURN

ASSISTANCE AT THE PUBLIC MEETING

The Fort Worth City Hall and City Council Conference Room are wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are requested to contact the City's ADA Coordinator at (817) 392-8552 or e-mail ADA@FortWorthTexas.gov at least 48 hours prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least 48 hours prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations at least two working days prior to the meeting so that appropriate arrangements can be made.

**CITY OF FORT WORTH, TEXAS
LONE STAR LOCAL GOVERNMENT CORPORATION
TUESDAY, JUNE 12, 2018**

Present:

President Dennis Shingleton
Vice President Cary Moon
Director Brian Byrd
Director Gyna Bivens
Director Jungus Jordan
Director Kelly Allen Gray
Director Ann Zadeh
Director Gary Fickes

Absent:

Director Betsy Price
Director Carlos Flores

City staff:

Peter Vaky, Deputy City Attorney
Susan Alanis, Assistant City Manager
Ronald P. Gonzales, Assistant City Secretary
Aaron Bovos, CFO/Treasurer

I. Call to Order.

With a quorum present President Shingleton called the meeting to order for the Board of Directors of the Lone Star Local Government Corporation (Corporation) at 1:31p.m. on Tuesday, June 12, 2018, in the City Council Conference Room, Room 290 of the Fort Worth Municipal Building, 200 Texas Street, Fort Worth, Texas.

II. Action Items

A. Approval of June 20, 2017, meeting minutes

Motion was made by Director Bivens and seconded by Director Byrd to approve the June 20, 2017, minutes of the Corporation. The motion passed 8-0. (Directors Price and Flores absent.)

B. Election of Officers

Mr. Robert Sturns, Economic Development Department, advised that election of officers for the Board occurred on an annual basis and recommended that current board members be reelected effective May 31, 2018, as follows: President, Dennis Shingleton; Vice President Cary Moon; Secretary, Mary Kayser; and Treasurer, Aaron Bovos.

Motion was made by Director Bivens and seconded by Director Moon that the current slate of board officers be reelected as recommended by staff effective May 31, 2018. The motion passed 8-0. (Directors Price and Flores absent.)

III. Written Reports

There were no written reports.

IV. Executive Session

There was no Executive Session.

V. Future Agenda Items

There were no future agenda items.

VI. Adjourn.

With no further discussion, President Shingleton adjourned the meeting of the Lone Star Local Government Corporation Board at 1:32 p.m. on Tuesday, June 12, 2018.

These minutes approved by the Lone Star Local Government Corporation Board of Directors on the ____ day of ____, 201X.

APPROVED:

Dennis Shingleton
President

ATTEST:

Ronald P. Gonzales
Secretary

LONE STAR LOCAL GOVERNMENT CORPORATION

**RESOLUTION
OF THE BOARD OF DIRECTORS**

***Authorizing an Amendment to the Declaration of Condominium of
Cabela's Fort Worth to Clarify the Unit Descriptions***

WHEREAS, in order to facilitate the development of Cabela's in Fort Worth, located at 12901 Cabela Drive, Fort Worth, Texas 76177, a condominium regime consisting of two units was created for Cabela's as set forth in the *Declaration of Condominium of Cabela's Fort Worth Condominium in the City of Fort Worth, County of Tarrant, State of Texas* dated December 30, 2005, recorded in Volume 26, Page 127 of the Condominium Records of Tarrant County, Texas, as amended by that certain *Amendment to Declaration of Condominium of Cabela's Fort Worth Condominium in the City of Fort Worth, County of Tarrant, State of Texas* dated August 3, 2015, recorded as Instrument No. D216021330 in the Official Public Records of Tarrant County (collectively, the "Declaration");

WHEREAS, Lone Star Local Government Corporation ("Corporation") is the owner of one unit, which houses a public museum, and Cabela's is the owner of the second unit, which houses the remainder of the building; and

WHEREAS, Cabela's has requested that Corporation, as a unit owner, execute a second amendment to the Declaration to clarify the legal description to make clear that the parking lot surrounding the Building is not a part of the condominium units.

NOW, THEREFORE, BE IT RESOLVED that, any authorized signatory for Corporation is authorized to execute a second amendment to the Declaration in substantially the same form as that *Second Amendment to Declaration of Condominium of Cabela's Fort Worth Condominium in the City of Fort Worth, County of Tarrant, State of Texas* attached hereto.

FURTHER RESOLVED, this Resolution takes effect from the date of its adoption.

Adopted this 21st day of May, 2019.

By: _____
President

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
CABELA'S FORT WORTH CONDOMINIUM IN THE
CITY OF FORT WORTH, COUNTY OF TARRANT, STATE OF TEXAS**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF CABELA'S FORT WORTH CONDOMINIUM IN THE CITY OF FORT WORTH, COUNTY OF TARRANT, STATE OF TEXAS (this "Second Amendment") is made as of this ____ day of April, 2019 by and between **Cabela's Wholesale, Inc.**, a Nebraska corporation, as successor to **Cabela's Retail TX, L.P.**, a Nebraska limited partnership ("Cabela's"), and **Lone Star Local Government Corporation**, a non-profit corporation organized under Subchapter D of Chapter 431, Texas Transportation Code ("LGC"), under the following circumstances:

- A. Cabela's is the Declarant under that certain Declaration of Condominium of Cabela's Fort Worth Condominium in the City of Fort Worth, County of Tarrant, State of Texas dated December 30, 2005, recorded in Volume 26, Page 127 of the Condominium Records of Tarrant County, Texas, as amended by that certain Amendment to Declaration of Condominium of Cabela's Fort Worth Condominium in the City of Fort Worth, County of Tarrant, State of Texas dated August 3, 2015, recorded as Instrument No. D216021330 in the Official Public Records of Tarrant County (collectively, the "Declaration");
- B. LGC is the Unit Owner of Unit 1 and Cabela's is the Unit Owner of Unit 2, which Units constitute all of the Units of the Condominium created by the Declaration; and
- C. LGC and Cabela's have entered into this Second Amendment to clarify the legal description of the portion of the Land that is encumbered by the Condominium and, without limitation on the foregoing, to make clear that the portion of the Land surrounding the Building is not so encumbered.

NOW, THEREFORE, for and in consideration of the premises and in accordance with the Declaration and the Texas Uniform Condominium Act, the Declaration is hereby amended as follows:

- 1. Boundary Change. Exhibit A to the Declaration is hereby supplemented by the Exhibit A attached hereto and made part hereof which legally describes the Condominium.
- 2. Section 1.5 is deleted and replaced with the following:

"Building" means the building constructed and located on the Condominium and exclusively containing all of the Units, the Warehouse and the Common Elements.
- 3. Section 1.8 is deleted and replaced with the following:

"Condominium" means the portion of the Land more particularly described by the metes and bounds legal description included on Exhibit A attached hereto and incorporated herein by reference, upon which the Building has been constructed, and which contains all of the

Units, the Common Elements and the Warehouse contained thereon or therein, all of which are being subjected to the Act by this Declaration and all of which are also known as the "Cabela's Fort Worth Condominium."

4. Miscellaneous. This Second Amendment shall supersede and govern and control over any conflicting provisions in the Declaration. Provisions in the Declaration that are not in conflict herewith shall not be affected hereby. Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to them in the Declaration.

SIGNED and ACKNOWLEDGED as of the date first written above.

(Remainder of the page intentionally left blank; signature pages follow.)

Lone Star Local Government Corporation,
a non-profit corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, _____ of **Lone Star Local Government Corporation**, a non-profit corporation, on behalf of said corporation.

[NOTARY STAMP]

Notary for the State of: _____
My Commission Expires: _____

Cabela's Wholesale, Inc.,
a Nebraska corporation

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, _____ of **Cabela's Wholesale, Inc.,** a Nebraska corporation, on behalf of said corporation.

[NOTARY STAMP]

Notary for the State of: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF CABELA'S CONDOMINIUM FOOTPRINT

DESCRIPTION of a 182,253 square foot tract of land situated in the J. Ashford Survey, Abstract No. 1776, in the City of Fort Worth, Tarrant County, Texas; said tract being a portion of Lot 1, Block 1, Cabela Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 9545, Plat Records, Tarrant County, Texas.

COMMENCING, at the northmost end of the corner clip at the intersection of the east right-of-way line of Interstate Highway No. 35 (North Freeway, a variable width public right-of-way) with the north right-of-way line of State Highway 170 (Alliance Gateway Freeway, a variable width public right-of-way); said point being also the most westerly southwest corner of said Lot 1;

THENCE, North 00 degrees 09 minutes 45 seconds West, with said east right-of-way line and the west line of said Lot 1, a distance of 31.36 feet to a 1/2-inch iron rod found for the beginning of a circular curve to the left having a radius of 11,479.16 feet;

THENCE, northerly, with said east right-of-way line and said west line of Lot 1 and said curve to the left, through a central angle of 01 degree 38 minutes 02 seconds, an arc distance of 327.33 feet (chord bears North 00 degrees 33 minutes 07 seconds West, 327.32 feet) to a point for corner;

THENCE, North 89 degrees 06 minutes 06 seconds East, a distance of 124.88 feet to a point being the westerly corner of the Cabela's building; said point being also the POINT OF BEGINNING;

THENCE, along the face of said Cabela's building the following metes and bounds;

North 43 degrees 56 minutes 14 seconds East, a distance of 259.3 feet to a point for corner;

South 46 degrees 03 minutes 46 seconds East, a distance of 68.0 feet to a point for corner;

North 43 degrees 56 minutes 14 seconds East, a distance of 64.0 feet to a point for corner;

South 46 degrees 03 minutes 46 seconds East, a distance of 44.0 feet to a point for corner;

North 43 degrees 56 minutes 14 seconds East, a distance of 60.0 feet to a point for corner;

South 46 degrees 03 minutes 46 seconds East, a distance of 258.0 feet to a point for corner;

South 43 degrees 56 minutes 14 seconds West, a distance of 60.0 feet to a point for corner;

South 46 degrees 03 minutes 46 seconds East, a distance of 44.0 feet to a point for corner;

South 43 degrees 56 minutes 14 seconds West, a distance of 128.0 feet to a point for corner;

South 46 degrees 03 minutes 46 seconds East, a distance of 70.0 feet to a point for corner;

Second Amendment

South 43 degrees 56 minutes 14 seconds West, a distance of 195.3 feet to a point for corner;
North 46 degrees 03 minutes 46 seconds West, a distance of 68.0 feet to a point for corner;
South 43 degrees 56 minutes 14 seconds West, a distance of 59.0 feet to a point for corner;
North 46 degrees 03 minutes 46 seconds West, a distance of 141.0 feet to a point for corner;
South 43 degrees 56 minutes 14 seconds East, a distance of 43.5 feet to a point for corner;
North 46 degrees 03 minutes 46 seconds West, a distance of 68.0 feet to a point for corner;
North 43 degrees 56 minutes 14 seconds East, a distance of 43.5 feet to a point for corner;
North 46 degrees 03 minutes 46 seconds West, a distance of 141.0 feet to a point for corner;
North 43 degrees 56 minutes 14 seconds East, a distance of 59.0 feet to a point for corner;
North 46 degrees 03 minutes 46 seconds West, a distance of 66.0 feet to the POINT OF
BEGINNING:

CONTAINING, 182,253 square feet of land, more or less.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	31.36'	N 00°09'45" W
L2	124.88'	N 89°06'06" E
L3	259.30'	N 43°56'14" E
L4	68.00'	S 46°03'46" E
L5	64.00'	N 43°56'14" E
L6	44.00'	S 46°03'46" E
L7	60.00'	N 43°56'14" E
L8	258.00'	S 46°03'46" E
L9	60.00'	S 43°56'14" W
L10	44.00'	S 46°03'46" E
L11	128.00'	S 43°56'14" W
L12	70.00'	S 46°03'46" E
L13	195.30'	S 43°56'14" W
L14	68.00'	N 46°03'46" W
L15	59.00'	S 43°56'14" W
L16	141.00'	N 46°03'46" W
L17	43.50'	S 43°56'14" W
L18	68.00'	N 46°03'46" W
L19	43.50'	N 43°56'14" E
L20	141.00'	N 46°03'46" W
L21	59.00'	N 43°56'14" E
L22	66.00'	N 46°03'46" W

GENERAL NOTES

1. Bearing system for this survey are based upon the east right-of-way line of Interstate Highway 35 W, bearing North 01 degrees 39 minutes 47 seconds West, according to the plat referenced hereon.

CONDOMINIUM FOOTPRINT CABELA'S

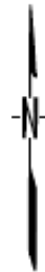
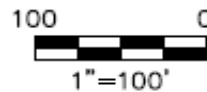
BEING A PORTION OF
LOT 1, BLOCK 1
CABELA ADDITION

CITY OF FORT WORTH, TARRANT COUNTY, TEXAS

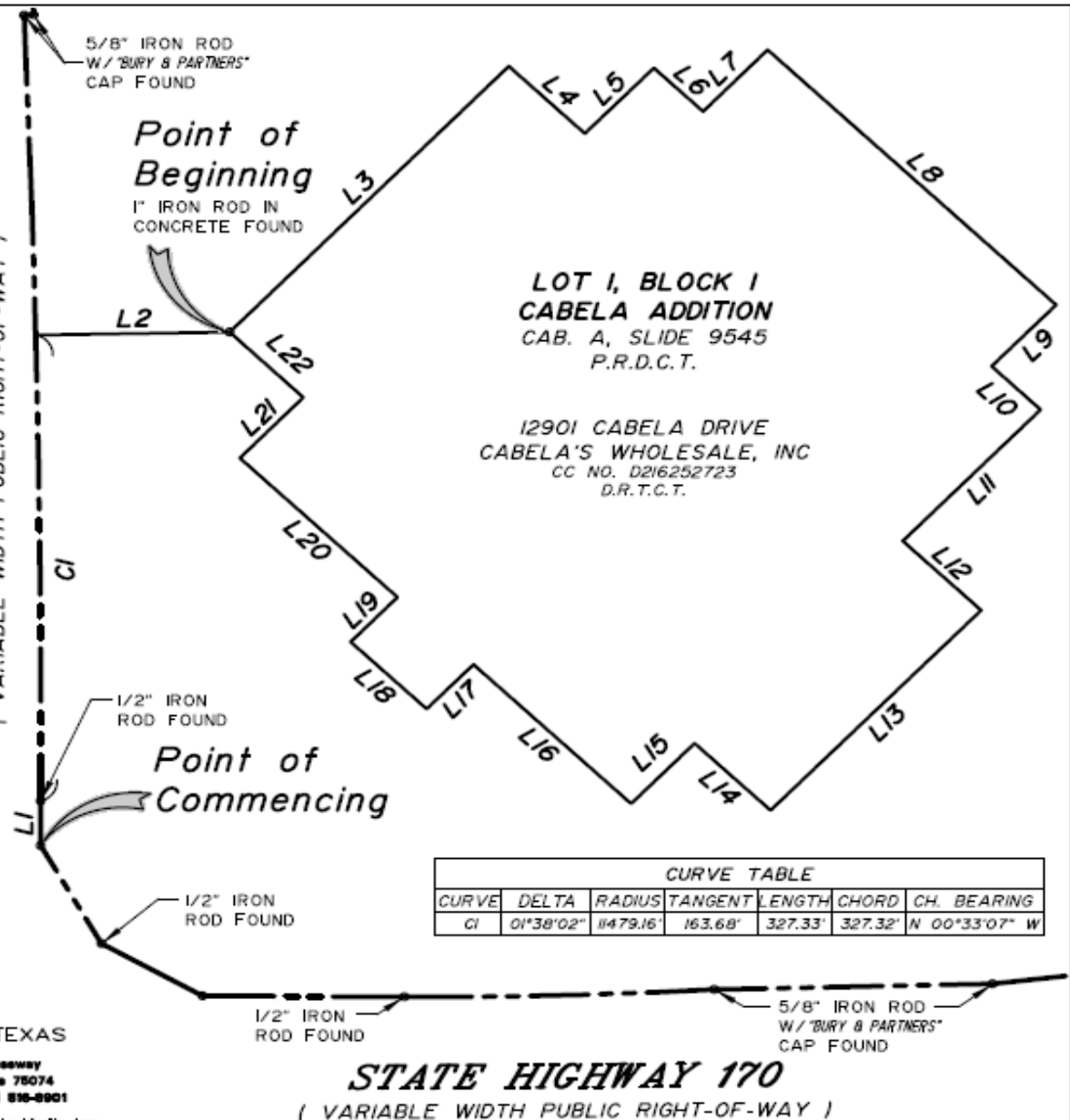
Gonzalez & Schneeberg
engineers - surveyors

680 N. Central Expressway
Suite 250, Plano, Texas 75074
(972) 516-8855 Fax (972) 516-8901

DWG. NO.: S6849.dwg PROJ. NO.: 6849-19-02-06 DWG. NO.: Condo Limits.dwg



INTERSTATE HIGHWAY 35
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)



CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CH. BEARING
CI	01°38'02"	11479.16'	163.68'	327.33'	327.32'	N 00°33'07" W

FORT WORTH LOCAL DEVELOPMENT CORPORATION

TUESDAY, MAY 21, 2019

***Immediately Following the Conclusion of Meeting of the Lone Star Local
Government Corporation; which is Immediately Following the Meeting of the
Central City Local Government Corporation (Scheduled to Begin at 2:00 P.M)
City Council Conference Room, City Hall, Room 290
200 Texas Street
Fort Worth, Texas 76102***

Board of Trustees

Gyna M. Bivens, President	Dennis Shingleton, Trustee	Carlos Flores, Trustee
Cary Moon, Vice President	Betsy Price, Trustee	Ann Zadeh, Trustee
Brian Byrd, Trustee	Kelly Allen Gray, Trustee	Jungus Jordan, Trustee

City Staff

Staff Liaison: Susan Alanis, Assistant City Manager
Leann Guzman, Senior Assistant City Attorney
Kevin Gunn, Treasurer
Mary Kayser, Secretary

I. CALL TO ORDER

II. ACTION ITEMS

- A. Approval of March 19, 2019 Meeting Minutes
- B. Consider and Adopt a Resolution Authorizing Acceptance and Execution of a Contract with Property Paving, Inc. to Repair the Road between 4600 and 4700 Blue Mound Road in an Amount Not to Exceed \$90,000.00 – Brenda Hicks-Sorensen, Assistant Director

III. BRIEFINGS

- A. Update and Discussion Regarding the Sale and Development of Property Located at 5401 and 5425 East Berry Street with Housing Channel - Brenda Hicks-Sorensen, Assistant Director

IV. PRESENTATIONS

- a. None

V. WRITTEN REPORTS

- A. Financial Report through March 2019
- B. Fiscal Year 2018 Audit Report Results from Weaver and Tidwell, LLP
- C. Blue Mound Road Industrial Complex 2019 Tax Appraisal

VI. EXECUTIVE SESSION

The Fort Worth Local Development Corporation's Board of Trustees will conduct a closed meeting to:

- A. Seek the advice of its attorneys about any matter regarding the following in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act [Tex. Govt. Code §551.071]: (i) legal issues related to any current agenda items
- B. Discuss the purchase, sale, lease or value of real property, as authorized by Section 551.072 of the Texas Government Code. Deliberation in an open meeting would have a detrimental effect on the position of the Corporation in negotiations with a third party; and
- C. Discuss or deliberate negotiations relating to any economic development negotiations, as authorized by Section 551.087 of the Texas Government Code.

VII. FUTURE AGENDA ITEMS

- A. Request for Future Agenda Items

VIII. ADJOURN

ASSISTANCE AT THE PUBLIC MEETING

The Fort Worth City Hall and City Council Conference Room are wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are requested to contact the City's ADA Coordinator at (817) 392-8552 or e-mail ADA@FortWorthTexas.gov at least 48 hours prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least 48 hours prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations at least two working days prior to the meeting so that appropriate arrangements can be made.

**CITY OF FORT WORTH, TEXAS
FORT WORTH LOCAL DEVELOPMENT CORPORATION
TUESDAY, MARCH 19, 2019**

Present:

President Gyna Bivens
Vice President Cary Moon
Secretary Dennis Shingleton
Trustee Betsy Price (Arrived at 2:04 p.m.)
Trustee Carlos Flores
Trustee Brian Byrd
Trustee Jungus Jordan
Trustee Kelly Allen Gray
Trustee Ann Zadeh

City Staff:

Susan Alanis, Assistant City Manager
Leann Guzman, Senior Assistant City Attorney
Mary J. Kayser, City Secretary

I. Call to Order.

With a quorum present President Bivens called the meeting to order for the Board of Directors of the Fort Worth Local Development Corporation (Corporation) at 2:03 p.m. on Tuesday, March 19, 2019 in the City Council Conference Room, Room 290 of the Fort Worth Municipal Building, 200 Texas Street, Fort Worth, Texas.

II. Action Items

- a. Approval of Minutes from the Meeting Held on February 5, 2019.

Motion was made by Trustee Byrd and seconded by Trustee Shingleton to approve the February 5, 2019, minutes of the Corporation. The motion passed 8-0, Trustee Price absent.

III. Briefings

- a. Overview of Use of Pinnacle Bank Place/250 Lancaster Sale Proceeds

Ms. Brenda Hicks-Sorensen, Economic Development, provided a staff report. No action was taken; the briefing was for informational purposes only.

IV. Presentations

- a. Consider and Adopt a Resolution Authorizing a Professional Services Agreement in an amount up to \$100,000.00 with the firm Camoin Associates, Inc. for the Completion of a Small Business and Entrepreneurship Ecosystem Audit

Ms. Brenda Hicks-Sorensen presented the results of the Request for Proposal (RFP) for a firm to conduct a Small Business and Entrepreneurship Ecosystem Audit and advised that the final report and plan would be provided in late summer.

Motion was made by Trustee Shingleton and seconded by Trustee Price to approve Resolution No. FWLDC-2019-01. Motion passed 9-0.

V. Written Reports

- a. Financial Report through January 2019
- b. Update on the Pending Sale of Blue Mound Road Industrial Complex

VI. Executive Session:

There was no Executive Session.

VII. Future Agenda Items

There were no future agenda items.

VIII. Adjourn

With no further discussion, President Bivens adjourned the meeting of the Fort Worth Local Development Corporation Board at 2:22 p.m. on Tuesday, March 19, 2019.

These minutes approved by the Fort Worth Local Development Corporation Board of Directors on the ____ day of _____, 2019.

APPROVED:

Gyna Bivens
President

ATTEST:

Prepared and respectfully submitted by:

Mary J. Kayser
Corporate Secretary

8:05 AM

Fort Worth Local Development Corporation

Trial Balance

04/25/19

As of March 31, 2019

Accrual Basis

	Mar 31, 19	
	Debit	Credit
Chase - Operating	137,635.89	
Frost - Rental	13,031.04	
Pinnacle Bank - CD	517,081.67	
Pinnacle Bank - MM	234,058.79	
Southwest Bank	118,521.74	
Deferred Rent Receivable	270,932.00	
Prepaid Expenses	400.50	
A/D SW Courthouse		332,290.99
Inventory - Land	186,908.60	
Land - BMR	900,000.00	
SW Courthouse	2,703,385.09	
Investment - Lancaster LLC	1,000.00	
Note Receivable - Olivers	337,971.39	
Notes Receivable-Lancaster LLC	844,174.92	
N/P SW Courthouse		905,666.76
Unrestricted Net Assets		4,839,011.40
Gas Lease Royalties		30,307.99
Investments:Interest-Savings, Short-term CD		3,236.40
Property Tax Reimbursement		1,168.67
Revenue from Rents		671,339.50
Bank Charges	91.85	
Commissions	17,139.76	
Contract Services:Accounting Fees	25,000.00	
Contractual Services	3,034.00	
Facilities and Equipment:Depr and Amort - Allowable	33,792.30	
Insurance	49,401.93	
Interest Expense	15,024.53	
Operations:Postage, Mailing Service	55.00	
Other Types of Expenses:Insurance - Liability, D and O	400.50	
Property Management	16,365.66	
Property Taxes	50,682.86	
Property Taxes Reimbursement		119,089.48
Repairs	15,583.50	
Storm Water Utility	15,255.00	
Transfer to City	395,000.00	
Utilities	182.67	
TOTAL	6,902,111.19	6,902,111.19

Fort Worth Local Development Corporation

Profit & Loss

04/25/19

October 2018 through March 2019

Accrual Basis

	Oct '18 - Mar 19
Ordinary Income/Expense	
Income	
Gas Lease Royalties	30,307.99
Investments	
Interest-Savings, Short-term CD	3,236.40
Total Investments	3,236.40
Property Tax Reimbursement	1,168.67
Revenue from Rents	671,339.50
Total Income	706,052.56
Expense	
Bank Charges	91.85
Commissions	17,139.76
Contract Services	
Accounting Fees	25,000.00
Total Contract Services	25,000.00
Contractual Services	3,034.00
Facilities and Equipment	
Depr and Amort - Allowable	33,792.30
Total Facilities and Equipment	33,792.30
Insurance	49,401.93
Interest Expense	15,024.53
Operations	
Postage, Mailing Service	55.00
Total Operations	55.00
Other Types of Expenses	
Insurance - Liability, D and O	400.50
Total Other Types of Expenses	400.50
Property Management	16,365.66
Property Taxes	50,682.86
Property Taxes Reimbursement	(119,089.48)
Repairs	15,583.50
Storm Water Utility	15,255.00
Transfer to City	395,000.00
Utilities	182.67
Total Expense	517,920.08
Net Ordinary Income	188,132.48
Net Income	188,132.48

Fort Worth Local Development Corporation

Balance Sheet

As of March 31, 2019

	Mar 31, 19
ASSETS	
Current Assets	
Checking/Savings	
Chase - Operating	137,635.89
Frost - Rental	13,031.04
Pinnacle Bank - CD	517,081.67
Pinnacle Bank - MM	234,058.79
Southwest Bank	118,521.74
Total Checking/Savings	1,020,329.13
Other Current Assets	
Deferred Rent Receivable	270,932.00
Prepaid Expenses	400.50
Total Other Current Assets	271,332.50
Total Current Assets	1,291,661.63
Fixed Assets	
A/D SW Courthouse	(332,290.99)
Inventory - Land	186,908.60
Land - BMR	900,000.00
SW Courthouse	2,703,385.09
Total Fixed Assets	3,458,002.70
Other Assets	
Investment - Lancaster LLC	1,000.00
Note Receivable - Olivers	337,971.39
Notes Receivable-Lancaster LLC	844,174.92
Total Other Assets	1,183,146.31
TOTAL ASSETS	5,932,810.64
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
N/P SW Courthouse	905,666.76
Total Long Term Liabilities	905,666.76
Total Liabilities	905,666.76
Equity	
Unrestricted Net Assets	4,839,011.40
Net Income	188,132.48
Total Equity	5,027,143.88
TOTAL LIABILITIES & EQUITY	5,932,810.64



MEMORANDUM

Date: May 21, 2019

To: President Gyna Bivens & Trustees

From: Robert Sturns, Economic Development Director

Subject: Fiscal Year 2018 Fort Worth Local Development Corporation Financial Audit by Weaver & Tidwell

The Fort Worth Local Development Corporation (FWLDC) Board approved on August 21, 2018 an outside audit of the Corporation's financial account by Weaver & Tidwell. The audit has been completed and was distributed to the board on May 15, 2019.

As a reminder, the Corporations are legally separate entities that are considered Blended Component Units of the City. City Charter outlines the necessity of an annual independent audit. This audit shall include the certification of specific statements required under the Annual Appropriations Ordinance. Such statements shall include a balance sheet which will exhibit the assets and liabilities of the City, summaries of income and expenditures, and also a comparison, in proper classification, with the previous year. The completed audit meets the requirements as outlined.

Also of note, staff recently issued a Request for Proposal (RFP) for Audit Services. We are seeking a firm for a minimum three-year commitment beginning with the 2019 fiscal year ending September 30, 2019. The deadline for proposals is May 29, 2019. A recommendation related to the selected firm will be forthcoming.

If you have any questions, please feel free to contact me at (817) 392-2663.



MEMORANDUM

Date: May 21, 2019

To: President Gyna Bivens & Trustees

From: Robert Sturns, Economic Development Director

Subject: Blue Mound Road Industrial Complex 2019 Tax Appraisal

The Fort Worth Local Development Corporation (FWLDC) owns a 50+ acre industrial complex located at the northeast corner of Meacham and Blue Mound Road. The property address per TAD is 1035 Meacham Blvd and Site Name is 4600 Blue Mound Road. The TAD account is 01313576.

The 2018 appraised value was \$6,898,259 resulting in a tax payment of \$202,732.86. The proposed 2019 appraised value is \$11,047,348, which represents a 60% increase. As a result, Southland Tax has been hired at a cost not to exceed \$10,000 to protest the 2019 appraised value.

If you have any questions, please feel free to contact me at (817) 392-2663.

**FORT WORTH LOCAL DEVELOPMENT CORPORATION
RESOLUTION
OF THE BOARD OF TRUSTEES**

***Authorizing an Agreement with Property Paving, Inc.
for Repair of Road Between 4600 and 4700 Blue Mound Road***

WHEREAS, Fort Worth Local Development Corporation ("Corporation") is the owner of real property located at Lot 1, Block 1, Hobbs Trailer Addition of the City of Fort Worth, Tarrant County, Texas, with street addresses of 4600 Blue Mound Road and 4700 Blue Mound Road ("Property");

WHEREAS, the private access road between 4600 Blue Mound Road and 4700 Blue Mound Road ("Access Road") is in need of repair, and the Corporation desires to enter into an agreement with Property Paving, Inc. to perform repair of the Access Road;

NOW, THEREFORE, BE IT RESOLVED that the Corporation hereby authorizes an agreement with Property Paving, Inc. for the repair of the Access Road in an amount not to exceed Ninety Thousand and 00/100 Dollars (\$90,000.00).

Adopted this 21st day of May, 2019.

By: _____
President



Updated May 16, 2019

City of Fort Worth
City Council Work Session Agenda Calendar

May 21, 2019

1:00 p.m. Audit Committee

2:00 p.m. Central City Local Government Corporation

Lone Star Local Government Corporation

(Immediately following the Central City Local Government Corporation)

Fort Worth Local Development Corporation

(Immediately following the Lone Star Local Government Corporation)

3:00 p.m. City Council Work Session Meeting

Continued Items:

- **M&C L-16193** - (Future Council District 7) - Authorize Execution of Municipal Services Agreement for the Proposed Owner-Initiated Annexation of Approximately 55.29 Acres of Land in Denton County, Located North of Alliance Airport, South of Highway 114 and West of the Texas Motor Speedway, in the Far North Planning Sector, AX-18-006 (**Continued from March 19, 2019 by Staff**)
- **M&C L-16194** - (Future Council District 7) - Adopt Ordinance for the Owner-Initiated Annexation of Approximately 55.29 Acres of Land in Denton County, Located North of Alliance Airport, South of Highway 114 and West of the Texas Motor Speedway, in the Far North Planning Sector, AX-18-006 (**Continued from March 19, 2019 by Staff**)
- **ZC-18-169** - (Council District 7 – Dennis Shingleton) - Jerry and William Wilson, 15000 block FM 156/2250 Texan Drive; From: Unzoned To: "I" Light Industrial/Fort Worth Alliance Airport Overlay 51.48 acres (Recommended for Approval by the Zoning Commission) (**Continued from March 19, 2019 by Staff**)
- Briefing on Dallas/Fort Worth Airport – 2019 Debt Financing Program [*Chris Poinsatte and Michael Phemister*]
- Annual MedStar Update [*Doug Hooten, Medstar*]
- Annual Briefing by Fort Worth Sister Cities International [*Veronica Chavez Law and Mae Ferguson, Fort Worth Sister Cities International*]
- Presentation on the City's Data Security Program [*Kevin Gunn, Financial Management Services*]

May 27, 2019

City Hall Closed – Memorial Holiday

May 28, 2019

City Council Work Session (cancelled)



Updated May 16, 2019

***City of Fort Worth
City Council Work Session Agenda Calendar***

June 4, 2019 **Monthly Zoning Meeting**

1:00 p.m. Legislative and Intergovernmental Affairs Committee

2:00 p.m. Housing and Neighborhood Services Committee

3:00 p.m. City Council Work Session Meeting

Continued Items:

- **ZC-19-018** - (COUNCIL DISTRICT 6 – Jungus Jordan) - Jerry Savelle Ministries, Inc., 1450, 10301, 10601 W. Cleburne Crowley Road, 10700 Old Cleburne Crowley Road; From: Unzoned To: "A-5" One-Family 45.55 acres (Recommended for Denial W/O Prejudice by the Zoning Commission) (**Continued from May 7, 2019 by Council Member Jordan**)
- Overview of Significant Zoning Cases [*Dana Burghdoff, Planning and Development*]
- Update and Year One Review of Economic Development Strategic Plan Objectives [*Robert Sturns, Economic Development and John Roberts, TIP Strategies*]
- Presentation on Economic Development Marketing & Messaging Initiative [*Brenda Hicks-Sorensen, Economic Development*]
- Update on Neighborhood Improvement Program [*Sonia Singleton, Neighborhood Services*]

June 11, 2019

1:00 p.m. Audit Committee

2:00 p.m. Infrastructure & Transportation Committee

3:00 p.m. City Council Work Session Meeting

Continued Items:

- **M&C L-16203** - (Future Council District 7) - Authorize Execution of Municipal Services Agreement for the Proposed Owner-Initiated Annexation of Approximately 115.026 Acres of Land in Denton County, Located North of Intermodal Parkway and South of Highway 114 off of FM 156, in the Far North Planning Sector, AX-19-001 (**Continued from April 9, 2019 by Staff**)
- **M&C L-16204** - (Future Council District 7) - Adopt Ordinance for the Owner-Initiated Annexation of Approximately 115.026 Acres of Land and 35.589 Acres of Right-of-Way in Denton County, Located North of Intermodal Parkway and South of Highway 114 off of FM 156, in the Far North Planning Sector, AX-19-001 (**Continued from April 9, 2019 by Staff**)



Updated May 16, 2019

City of Fort Worth City Council Work Session Agenda Calendar

June 11, 2019 (continued)

- **ZC-19-039** - (COUNCIL DISTRICT 7) - M. T. Cole Family Partnership #2, NP-OV Fort Worth Project 1, 14500 - 15300 FM Road 156; From: Unzoned To: "K" Heavy Industrial 115.02 acres (Recommended for Approval by the Zoning Commission) (**Continued from April 9, 2019 by Staff**)
- Briefing on Community Development Council's Recommended 2019-2020 Action Plan [*Sonia Singleton, Housing and Neighborhood Services*]
- Briefing on Re-Purposing of Sycamore Creek Golf Course to a Community Park [*David Creek, Park and Recreation*]
- Briefing on Proposed Amendments to Human Relations Ordinance [*Angela Rush, City Manager's Office*]
- Briefing on Fire Collective Bargaining Agreement [*Valerie Washington, City Manager's Office*]

June 18, 2019

***2:00 p.m. Fort Worth Local Development Corporation
Central City Local Government Corporation
(Immediately following the Fort Worth Local Development Corporation)
AllianceAirport Authority
(Immediately following the Central City Local Government Corporation)
Lone Star Local Government Corporation
(Immediately following the AllianceAirport Authority, Inc.)
3:00 p.m. City Council Work Session Meeting***

- Report and Update on Iconic Art Projects [*Martha Peters, Fort Worth Public Art and Robert Lee, Fort Worth Art Commission*]
- Presentation and Update on Minority Chamber Initiatives [*Robert Sturns, Economic Development, Dee Jennings, Fort Worth Metropolitan Black Chamber of Commerce, and John Hernandez, Fort Worth Hispanic Chamber of Commerce*]
- Briefing on Proposed FY2020 Revenue Manual [*Lynda Johnson, Performance and Budget Department*]
- Presentation on Fort Worth Botanic Garden Accessibility [*Susan Alanis, City Manager's Office and Bob Byers, Fort Worth Botanic Garden*]



Updated May 16, 2019

City of Fort Worth
City Council Work Session Agenda Calendar

June 25, 2019 **Monthly Zoning Meeting (July)**

3:00 p.m. City Council Work Session

- Overview of Significant Zoning Cases [*Dana Burghdoff, Planning and Development*]
- Update on Proposed Redevelopment of Butler Place and Cavile Place [*Mary-Margaret Lemons, Fort Worth Housing Solutions*]
- Presentation on Stormwater Management FY 20 Budget [*Greg Simmons, Transportation and Public Works*]

July 2, 2019 **Summer Break**

3:00 p.m. City Council Work Session (cancelled)

July 4, 2019

City Hall Closed – July Fourth Holiday

July 9, 2019 **Summer Break**

Legislative and Intergovernmental Affairs Committee (cancelled)
Housing and Neighborhood Services Committee (cancelled)
City Council Work Session (cancelled)

July 16, 2018 **Summer Break**

Audit Committee (cancelled)
Infrastructure & Transportation Committee (cancelled)
3:00 p.m. City Council Work Session (cancelled)

July 23, 2019 **Summer Break**

3:00 p.m. City Council Work Session (cancelled)

July 30, 2019 **Summer Break**

3:00 p.m. City Council Work Session (cancelled)

City Council Meeting of May 14, 2019
Staff Action Tracking

Item #1	IR on all departments that are over budget or on track to go over budget	
Due Date:	June 18, 2019	Council District: 1
Staff Action:	IR on all departments that are over budget or on track to go over budget	
Responsibility:	Lynda Johnson – Performance and Budget	
Item #2	Presentation on Game Rooms	
Due Date:	June 4, 2019	Council District: 6
Staff Action:	Presentation on Game Rooms	
Responsibility:	Chris Mosley – Law and Ty Hadsell - Police Department.	
Item #3	Update on Fire Fighters exposure to carcinogens and what can/is the City doing	
Due Date:	August 6, 2019	Council District: 3
Staff Action:	IR/Presentation on Firefighters’ exposure to carcinogens and what can/is the City doing.	
Responsibility:	Valerie Washington – City Manager’s Office, Brian Dickerson – Human Resources, and Sarah Fullenwider - Law Department	
Item #4	Update on Asset Management and Customer Relationship Management Projects	
Due Date:	June 18, 2019	Council District: 5
Staff Action:	Update on street repairs – where are we, status, dashboard	
Responsibility:	Sharon Gamble - Communications and Public Engagement, Molly Hale - IT and Juan Cadena - TPW	

**CITY OF FORT WORTH, TEXAS
CITY COUNCIL WORK SESSION
MAY 7, 2019**

Present:

Mayor Betsy Price
Mayor Pro tem Dennis Shingleton, District 7
Council Member Carlos Flores, District 2
Council Member Brian Byrd, District 3
Council Member Cary Moon, District 4
Council Member Gyna Bivens, District 5
Council Member Jungus Jordan, District 6
Council Member Kelly Allen Gray, District 8
Council Member Ann Zadeh, District 9

Staff Present:

David Cooke, City Manager
Sarah Fullenwider, City Attorney
Mary J. Kayser, City Secretary

With a quorum of the City Council Members present, Mayor Price called the Fort Worth City Council Work Session to order at 3:02 p.m. on Tuesday, May 7, 2019, in City Council Conference Room 290 of the Fort Worth City Hall, 200 Texas Street, Fort Worth, Texas.

1. Report of the City Manager – David Cooke, City Manager

a. Changes to the City Council Agenda

There were no changes to the Council Agenda.

b. Upcoming and Recent Events

There were no announcements.

c. Organizational Updates and Employee Recognition(s)

Fire Chief, Jim Davis recognized Miguel Brito and Ryan Bader from MedStar for their actions at a car on fire incident and presented them with a Fire Chief's Award of Recognition.

d. Informal Reports

1. IR 10263: Amendment to M&C C-29029 to add Wachovia Service Corporation as a Party of the Tax Abatement Agreement
2. IR 10264: How Citizens Should Respond in Case of a Tornado
3. IR 10265: ICMA / U.S. Army Installation Command Fellowship Program
4. IR 10266: Marshals and Police in Terms of Equipment and Resources
5. IR 10267: Outline of Development Updates

6. IR 10268: Traffic Signal Timing
7. IR 10269: Update to Series 2019 Tax Note Issuance
8. IR 10270: Village Creek Water Reclamation Facility Digester Gas Contract

2. Current Agenda Items - City Council Members

Mayor Price asked that M&C C-29105 be removed from the consent agenda for individual consideration.

3. Responses to Items Continued from a Previous Week

- a. **ZC-19-018 - (Council District 6 – Jungus Jordan) - Jerry Savelle Ministries, Inc., 1450, 10301, 10601 W. Cleburne Crowley Road, 10700 Old Cleburne Crowley Road; From: Unzoned To: " A-5" One-Family 45.55 acres (Recommended for Denial W/O Prejudice by the Zoning Commission) (Continued from April 9, 2019 by Council Member Jordan) This will be acted on at the Council Meeting.**
- b. **ZC-19-028 - (Council District 3 – Brian Byrd) - Grace Brown Development, LLP, 5500 & 5504 W. Vickery Boulevard; From: " A-5" One-Family To: " E" Neighborhood Commercial 0.22 acres (Recommended for Approval by the Zoning Commission) (Continued from April 2, 2019 by Council Member Byrd) This will be acted on at the Council Meeting.**
- c. **ZC-19-036 - (Council District 5 – Gyna Bivens) - Steve W. Robinson, 11432 Mosier Valley Road; From: " AG" Agricultural To: PD/I Planned Development for all uses in " I" Light Industrial plus animal processing with no outside storage, stockyards, or animal pens; site plan included 5.74 acres (Recommended for Denial by the Zoning Commission) (Continued from April 2, 2019 by Council Member Bivens) This will be acted on at the Council Meeting.**
- d. **ZC-19-037 - (Council District 6 – Jungus Jordan) - Lukarh Investments, LLC, 9605 Old Granbury Road (located at the intersection of Brewer and Risinger Road); From: " G" Intensive Commercial To: PD/G Planned Development for all uses in " G" Intensive Commercial plus self-storage facility; site plan included 5.49 acres (Recommended for Approval by the Zoning Commission) (Continued from April 2, 2019 by Council Member Jordan) Case will be heard at the Council meeting. This will be acted on at the Council Meeting.**

4. Overview of Significant Zoning Cases – Dana Burghdoff, Planning and Development

5. Presentation on the State of the Vaqueros - Michael Hitchcock, Playbook Management International

Michael Hitchcock gave an overview of the Vaqueros and the 2019 season. May 11, 2019, is Opening Day.

6. Briefing on Response to Health, Housing, Transportation and Governance Recommendations of the Task Force on Race and Culture – Fernando Costa, City Manager’s Office, Cody Whittenburg, Code Compliance Department, Barbara Asbury, Neighborhood Services Department, and Chad Edwards, Transportation and Public Works Department

Cody Whittenburg, Barbara Asbury, Chad Edwards, and Fernando Costa provided responses to the Health, Housing, Transportation and Governance recommendations of the Task Force on Race and Culture. Statuses and next steps were provided for all recommendations.

7. City Council Requests for Future Agenda Items and/or Reports

Council Member Allen Gray – Time frame on quiet zone approval from the railroad; mowing schedule for parks and alley ways and update on sidewalk policy

Council Member Byrd – Opioid overdose prevention and coordination with other agencies.

Council Member Moon – City’s policy on ROW acquisition and utility relocation.

Council Member Shingleton – Update on Air B&Bs and enforcement for golf carts driven on the street.

Council Member Flores - update on the noise ordinance related to low frequency disturbances.

Council Member Bivens – update on mobile food vendors and who can file a complaint on homeless sleeping at a business.

There being no further business to come before the City Council Mayor Price adjourned the meeting at 5:50 pm.

**CITY OF FORT WORTH, TEXAS
REGULAR CITY COUNCIL MEETING
MAY 14, 2019**

Present:

Mayor Betsy Price
Mayor Pro tem Dennis Shingleton, District 7
Council Member Carlos Flores, District 2
Council Member Brian Byrd, District 3
Council Member Gyna Bivens, District 5
Council Member Jungus Jordan, District 6
Council Member Kelly Allen Gray, District 8
Council Member Ann Zadeh, District 9

Absent:

Council Member Cary Moon, District 4

Staff Present:

David Cooke, City Manager
Sarah Fullenwider, City Attorney
Mary J. Kayser, City Secretary

I. CALL TO ORDER

With a quorum of the City Council Members present, Mayor Price called the regular session of the Fort Worth City Council to order at 7:04 p.m. on Tuesday, May 14, 2019, in the City Council Chamber of the Fort Worth City Hall, 200 Texas Street, Fort Worth, Texas.

II. INVOCATION – Pastor Joe Foster, New Rose Missionary Baptist Church

The invocation was provided by Pastor Joe Foster, New Rose Missionary Baptist Church.

III. PLEDGES OF ALLEGIANCE TO THE UNITED STATES AND THE STATE OF TEXAS

The Pledges of Allegiance to the United States of America and the State of Texas were recited.

IV. CONSIDERATION OF MINUTES OF REGULAR MEETING OF MAY 7, 2019

Motion: Mayor Pro tem Shingleton made a motion, seconded by Council Member Bivens, that the minutes of the Regular Meeting of May 7, 2019, be approved. Motion passed 8-0, Council Member Moon absent.

V. CERTIFICATION OF OFFICIAL RETURNS BY CITY SECRETARY

City Secretary Kayser advised Council that they had been provided with the certifications and tabulations of the official elections returns from Tarrant, Denton and Parker Counties for the General Election held on Saturday, May 4, 2019, for the purpose of electing the Mayor and eight (8) City Council Members for their respective single member districts of 2, 3, 4, 5, 6, 7, 8 and 9

of the City of Fort Worth, Texas, with the certified cumulative returns for such election. She stated as a result of the tabulations the following persons were hereby declared elected to the City Council:

Mayor: Betsy Price
Council Member District 2: Carlos Flores
Council Member District 3: Brian Byrd
Council Member District 4: Cary Moon
Council Member District 5: Gyna M. Bivens
Council Member District 6: Jungus Jordan
Council Member District 7: Dennis Shingleton
Council Member District 8: Kelly Allen Gray
Council Member District 9: Ann Zadeh

Motion: Council Member Zadeh made a motion, seconded by Council Member Byrd, acknowledging the receipt of the Certification of Official Election Returns and directed that they be filed of record in the City Secretary's Office. Motion passed 8-0, Council Member Moon absent.

VI. A RESOLUTION CANVASSING THE RETURNS; DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCIL MEMBERS FOR THE CITY OF FORT WORTH

Motion: Council Member Allen Gray a motion, seconded by Council Member Flores, that Resolution No. 5085-05-2019 be adopted. Motion passed 8-0, Council Member Moon absent.

VII. PRESENTATION OF CERTIFICATES OF ELECTION

City Secretary Kayser and staff presented Certificates of Election to Mayor Elect Betsy Price and Council Members Elect Carlos Flores, Brian Byrd, Gyna M. Bivens, Jungus Jordan, Dennis Shingleton, Kelly Allen Gray and Ann Zadeh.

VIII. ADMINISTER THE OATH OF OFFICE TO THE COUNCIL MEMBERS ELECT

City Secretary Kayser administered the Oath of Office to Mayor Elect Betsy Price and Council Members Elect Carlos Flores, Brian Byrd, Gyna M. Bivens, Jungus Jordan, Dennis Shingleton, Kelly Allen Gray and Ann Zadeh.

Mayor Price, Mayor Pro tem Shingleton and Council Members Flores, Byrd, Bivens, Jordan, Allen Gray and Zadeh expressed appreciation to their families, friends, citizens of Fort Worth and staff for their support and provided comments relative to their vision for the future of Fort Worth and their respective duties. Mayor Price read prepared comments from Council Member Moon extending congratulations to all Council Members on their re-election and expressing his appreciation to the citizens who allowed him to serve the City of Fort Worth.

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

City Manager Cooke requested that Mayor and Council Communication G-19538 be withdrawn from the Consent Agenda for individual consideration.

X. ITEMS TO BE CONTINUED OR WITHDRAWN BY STAFF

There were no items to be continued or withdrawn by staff.

XI. CONSENT AGENDA

Motion: Council Member Bivens made a motion, seconded by Council Member Flores that the Consent Agenda be approved as amended. Motion passed 8-0, Council Member Moon absent.

A. General - Consent Items

2. **M&C G-19539 - Authorize Establishment of Two Quiet Zones at Union Pacific Railroad Crossings at E. Butler Street and Y C Shamlee Drive (COUNCIL DISTRICTS 8 and 9)**

B. Purchase of Equipment, Materials, and Services - Consent Items

1. **M&C P-12325 - Authorize Execution of a Purchase Agreement with DFW Materials, LP for Crushed Limestone and Rip Rap Materials in an Annual Amount Up to \$1,500,000.00 and Authorize Five Renewal Options for the Water Department, Park and Recreation Department, and the Transportation and Public Works Department (ALL COUNCIL DISTRICTS))**
2. **M&C P-12326 - Authorize Agreements with the Listed Vendors for Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories and Services, Using a Cooperative Contract for City Departments in the Combined Annual Amount Up to \$1,000,000.00 (ALL COUNCIL DISTRICTS)**
3. **M&C P-12327 - Authorize Purchase Agreements for Software Upgrade to Socrata Connected Government Cloud and Internal Data Sharing and Related Services with Carahsoft Technology Corporation Using a Cooperative Agreement for an Amount Up to \$297,280.04 for the First Year and Authorize Four One-Year Options to Renew at an Annual Cost Not-To-Exceed \$170,000.04 for the Information Technology Solutions Department (ALL COUNCIL DISTRICTS)**

E. Award of Contract - Consent Items

- 1. M&C C-29119 - Authorize Execution of Non-Exclusive Purchase Agreements with Paisano Redi-Mix, Inc., H & H Concrete on Demand Inc., and CJA Enterprises LLP for a Combined Annual Amount Up to \$1,200,000.00 for Asphaltic Road and Highway Materials and Authorize Four Renewal Options for the Transportation and Public Works Department (ALL COUNCIL DISTRICTS)**
- 2. M&C C-29120 - Amend M&C C-29029 Authorizing Execution of a Tax Abatement Agreement with Stanley Black & Decker USA, Inc to Add Wachovia Service Corporation as a Party to the Tax Abatement Agreement (COUNCIL DISTRICT 7)**
- 3. M&C C-29121 - Ratify City Secretary Contract No. 51966, an Emergency Construction Contract with Hayward Baker, Inc., in the Amount of \$227,418.00 for Repair of Tunnel Storm Drain, Eastern Hills Drainage Improvements Project, Phase 2 (COUNCIL DISTRICT 4)**
- 4. M&C C-29122 - Ratify Application for and Authorize Acceptance of, if Awarded, Reimbursements from the Texas School Safety Center at Texas State University-San Marcos in an Amount Up to \$120,000.00, Authorize Execution of Related Agreement with Texas State University-San Marcos for Operations to Discourage the Sale of Tobacco Products to Minors (ALL COUNCIL DISTRICTS)**
- 5. M&C C-29123 - Authorize Execution of a Settlement Agreement and Release to Terminate City Secretary Contract Nos. 29110-A4, A5, A6 and No. 47249 with Johnson Controls, Inc., in the amount of \$411,734.47 (ALL COUNCIL DISTRICTS)**
- 6. M&C C-29124 - Authorize Execution of a Gas Supply Agreement with Renovar Arlington, LTD., for the City to Provide Digester Gas from the Village Creek Water Reclamation Facility (COUNCIL DISTRICT 5)**
- 7. M&C C-29125 - Authorize Execution of a Construction Manager at Risk Agreement with The Fain Group, Inc., for the Alliance Park Phase I & II Project with a Preconstruction Phase Services Fee in the Amount of \$25,000.00 and a Construction Phase Services Fee of Seven Percent (7%) of the Guaranteed Maximum Price within a Project Construction Budget of \$5,000,000.00. (2014 Bond Program) (2018 Bond Program) (COUNCIL DISTRICT 7)**

-
8. **M&C C-29126 - Ratify Application for and Authorize Acceptance of, if Awarded, the Fiscal Year 2020 TexTreasuries Grant from the Texas State Library and Archives Commission in the Amount Up to \$25,000.00 for the Preservation of the Jubilee Theatre Records, Authorize Execution of Related Grant Agreement, and Adopt Appropriation Ordinance No. 23661-05-2019 (ALL COUNCIL DISTRICTS)**

XII. PRESENTATIONS BY THE CITY SECRETARY - CONSENT ITEMS

1. **Notice of Claims for Alleged Damages and/or Injuries**

End of Consent Agenda.

A. General – Removed from Consent Agenda

1. **M&C G-19538 - Adopt Ordinance Prescribing the Number of Authorized Civil Service Positions in Each Classification in the Police Department by Eliminating Forty-Two Vacant Positions in the Classification of Police Officer Intended as Temporary Overages (ALL COUNCIL DISTRICTS)**

City Manager Cooke clarified that this action eliminates vacant positions for positions that were over and above the authorized strength of the Police Department. He added that sometimes the Police Department was allowed to over hire the number of positions as they were going through training and recruit classes. The positions would be added when there was more authorized strength related to training and recruiting and then eliminated when those positions became vacant. He advised that this is a process that has been used over the years to track overages in the City of Fort Worth Police Department.

Motion: Mayor Pro tem Shingleton made a motion, seconded by Council Member Flores, that Mayor and Council Communication G-19538 be approved and Ordinance No. 23662-05-2019. Motion passed 8-0, Council Member Moon absent.

XIII. SPECIAL PRESENTATIONS, INTRODUCTIONS, ETC.

1. **Presentation by 2019 Charles Schwab Challenge at Colonial**

Mr. Elliott Garsek, representing the 2019 Charles Schwab Challenge at Colonial, provided background of the event and presented Mayor Price with a replica of the vase that the PGA Tour presented to the Colonial Fort Worth in recognition as the most engaged community on the entire PGA calendar.

2. **Recognition of the KnoWhat2Do Emergency Preparedness Calendar Contestants**

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Assistant Chief Homer Robertson, Fire Department, provided a brief presentation of the 2020 KnowWhat2Do Calendar Contest and Ms. Maribel Martinez, Emergency Management Coordinator, introduced the winning artists:

<u>Month</u>	<u>Student</u>	<u>Grade</u>	<u>School</u>
Cover	Andres Gutierrez, Jr.	5	Diamond Hill Elementary
January	Raul Ortega	5	Bonnie Brae Elementary
February	Maralyn Espinoza	4	East Handley Elementary
March	Emanuel Magana	5	Springdale Elementary
April	Luz Cardoza	5	Dolores Huerta Elementary
May	Katherine Williams	5	Alice Carlson ALC
June	William Pinnell IV	5	North Hi Mount Elementary
July	Ava Castro	4	South Hi Mount Elementary
August	Jesus Guzman	5	Leadership Academy at Mitchell Blvd.
September	Ruby Aranda	5	Springdale Elementary
October	Charleston Amerson	5	Leadership Academy at Mitchell Blvd.
November	Emely Herrada	5	Dolores Huerta Elementary
December	Morryson Tutt	4	West Handley Elementary

3. Presentation of Proclamation for Streams & Valleys Day

Mayor Price presented a Proclamation for Streams & Valleys Day to Ms. Stacey Pierce, Executive Director, Streams & Valleys.

XIV. ANNOUNCEMENTS BY CITY COUNCIL MEMBERS AND STAFF

1. Upcoming and Recent Events

Mayor Price, Mayor Pro tem Shingleton and Council Members Flores and Zadeh announced upcoming and recent events within the City and various Council districts.

2. Recognition of Citizens

There was no recognition of citizens.

3. Approval of Ceremonial Travel

There was no approval of ceremonial travel.

XV. PRESENTATIONS BY THE CITY COUNCIL

1. Changes in Membership on Boards and Commissions

Motion: Council Member Zadeh made a motion, seconded by Council Member Byrd, that Mr. Cory Malone be appointed to Position 9 on the Historic and Cultural Landmarks Commission, effective May 14, 2019, and with a term expiring October 1, 2019. She advised that Mr. Malone would be fulfilling the unexpired term of Mr. Paul Randall. Motion passed 8-0, Council Member Moon absent.

XVI. PRESENTATIONS AND/OR COMMUNICATIONS FROM BOARDS, COMMISSIONS AND/OR CITY COUNCIL COMMITTEES

There were no presentations and/or communications from boards, commissions, and/or City Council committees.

XVII. RESOLUTIONS

City Secretary Kayser advised that Resolutions 1-4 would be considered by one motion.

- 1. A Resolution Appointing the Board of Directors of the AllianceAirport Authority, Inc.**
- 2. A Resolution Appointing the Board of Directors of the Central City Local Government Corporation**
- 3. A Resolution Appointing the Board of Trustees of the Fort Worth Local Development Corporation**
- 4. A Resolution Appointing the Board of Directors of the Lone Star Local Government Corporation**

Motion: Mayor Pro tem Shingleton made a motion, seconded by Council Member Allen Gray, that Resolution Nos. 5086-05-2019, 5087-05-2019, 5088-05-2019 and 5089-05-2019 be adopted. Motion passed 8-0, Council Member Moon absent.

- 5. A Resolution Establishing Allocation Priorities for Available Revenue Generated from Project Financing Zone Number One**

Motion: Mayor Pro tem Shingleton made a motion, seconded by Council Member Flores, that Resolution No. 5090-05-2019, be adopted. Motion passed 8-0, Council Member Moon absent.

XVIII. REPORT OF THE CITY MANAGER

B. General

- 1. M&C G-19540 - Conduct Public Hearing and Approve Amendment to the Fiscal Year 2019 Crime Control and Prevention District Budget to Increase the Budgets in the Recruiting and Equipment Initiatives by a Total of \$2,157,325.00, for a Police Recruit Class, and Decrease the Budgeted Contribution to Fund Balance by the Same Amount, with No Net Increase to the Overall Budget, and Adopt Ordinance Amending the City's Fiscal Year 2019 Budget to Reflect these Changes (ALL COUNCIL DISTRICTS) (PUBLIC HEARING)**

Report of City Staff

a. Report of City Staff

Ms. Christianne Kellet, Police Department, appeared before Council and provided a staff report.

b. Citizen Presentations

There were no citizen presentations

c. Council Action

Motion: Council Member Jordan made a motion, seconded by Mayor Pro tem Shingleton, that the public hearing be closed and Mayor and Council Communication G-19540 be approved and Ordinance No. 23663-05-2019 be adopted. Motion passed 8-0, Council Member Moon absent.

F. Award of Contract

F. Award of Contract

- 1. M&C C-29127 - Authorize the Execution of a Construction Contract with McMahon Contracting LP in the Amount of \$4,572,234.77 for Roadway Construction for Timberland Boulevard Phase Three from Park Vista to US 377, Authorize a Temporary Closure of Timberland Boulevard at Park Vista Boulevard for Three Months and a Temporary Closure of Katy Road at US 377 for 10 Months for the Construction of Timberland Boulevard and Adopt Appropriation Ordinance (COUNCIL DISTRICT 7)**

Motion: Mayor Pro tem Shingleton made a motion, seconded by Council Member Bivens, that Mayor and Council Communication C-29127 be approved and Appropriation Ordinance No. 23664-05-2019 be adopted. Motion passed 8-0, Council Member Moon absent.

XIX. ZONING HEARING

The Notice of Special Hearing set today as the date for the hearing in connection with recommended changes and amendments to Zoning Ordinance No. 21653-02-2015 hearing had been given by publication in the *Fort Worth Star-Telegram*, the official newspaper of the City of Fort Worth, on April 25, 2019.

Mayor Price opened the public hearing.

- 1. ZC-19-060 - CD 9) - Amber Flores, 4120 Merida Avenue; From: "FR" General Commercial Restricted To: "A-5" One-Family 0.24 acres (Recommended for Approval by the Zoning Commission)**

Motion: Council Member Zadeh made a motion, seconded by Council Member Byrd, that Zoning Docket ZC-19-060 be approved. Motion passed 8-0, Council Member Moon absent.

There being no one else present desiring to be heard in connection with the recommended changes and amendments pertaining Zoning Ordinance No. 21653-02-2015 for the above-listed cases, Council Member Zadeh made a motion, seconded by Council Member Byrd, that the hearing be closed, and Ordinance No. 23665-05-2019 be adopted. Motion passed 8-0, Council Member Moon absent.

XX. CITIZEN PRESENTATIONS

Mr. Bob Willoughby, 6731 Bridge Street #125, appeared before Council relative to Code Compliance.

Mr. James Lewis, 5841 Westcrest Drive, appeared before Council relative to Justice.

Mr. Max Krochmal, 1509 South Lake Street, appeared before Council relative to Police Oversight / Race and Culture Task Force.

Mr. Jim Delong, 8704 Granite Court, appeared before Council relative to Politics and provided a handout.

Mr. Bart Gutierrez, 1314 Evans, appeared before Council relative to Code Department and weed mowing contractors. Mayor Price asked Mr. Gutierrez to meet with Assistant City Manager Valerie Washington to address his concerns.

Ms. Pamela Young, 14221 Hobby Lane, appeared before Council relative to Community Oversight of Police.

Ms. Mindia Whittier, 4108 South Bellaire Drive, appeared before Council relative to Community Oversight Board and provided a handout.

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Mr. Leroy Pena, 10005 Santa Garza Drive, Dallas, Texas, appeared before Council relative to Fort Worth Police Oversight Review Board.

Mr. Waymond Brown, Sr., 4328 South Edgewood Terrace, appeared before Council relative to a Citizen Review Board.

Mr. Angelico McKinney, 3562 West Boyce Avenue, appeared before Council relative to Civilian Oversight Council.

Mr. Kenneth Lott, 2901 Race Street #2201, completed a Citizen Presentation Card relative to Police Oversight and was recognized by Mayor Price, but was not present in the Council Chamber.

Mr. Cory Session, 2901 East 4th Street, appeared before Council relative to Race and Culture.

XXI. EXECUTIVE SESSION (CITY COUNCIL CONFERENCE ROOM, CITY HALL, ROOM 290)

XXII. ADJOURNMENT

There being no further business, Mayor Price adjourned the Regular meeting at 8:37 p.m.

No Documents for this Section

**To the Mayor and Members of the City Council****May 21, 2019**

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SUBJECT: MONTHLY DEVELOPMENT ACTIVITY REPORT

This Informal Report is in response to the City Council's request to receive a monthly update on development activity within the City and the measures staff are using to improve the development process. Staff also generates a monthly report to keep the Council informed of the volume of development activity, process improvements and staff's performance in implementing changes and improving the delivery of plan review and permits. This activity report consists of metrics associated with building permits, infrastructure, stormwater development, and water development plan review. It provides updates on continuous development process improvement efforts. The monthly Development Activity report is attached for your use and information.

April 2019 Highlights**Building Permits**

- In April 2019, 500 new single-family permits were issued compared to:
 - 468 new single-family permits issued in March 2019, up 7%
 - 479 new single-family permits issued in April 2018, up 4%
- In April 2019, 65 new commercial permits were issued compared to:
 - 90 new commercial permits issued in March 2019, down 25%
 - 101 new commercial permits issued in April 2018, down 36%
- Total commercial valuation (including remodels and additions) for April 2019 was \$98 million compared to:
 - \$230 million in March 2019, down 57%
 - \$266 million in April 2018, down 63%
- Commercial permit volume and valuation experienced a decrease in April 2019 compared to March 2019 and April 2018. In April 2019, there were no issued permits for multi-family or hotels compared to March 2019 and April 2018. Additionally, the type of large commercial projects that were issued permits affected the commercial valuation. Most of the large commercial projects permitted in April 2019 were remodels, renovations, and finish outs for existing office space compared to new multi-family and institutional projects that were permitted in April 2018.

Customer Service

- Overall customer service satisfaction was 86% Very Positive or Somewhat Positive for April 2019, up from 83% in March 2019.
- A total of 100% of our customers surveyed thought that our Inspections team was extremely helpful or very helpful in April 2019 and March 2019, no change.

To the Mayor and Members of the City Council

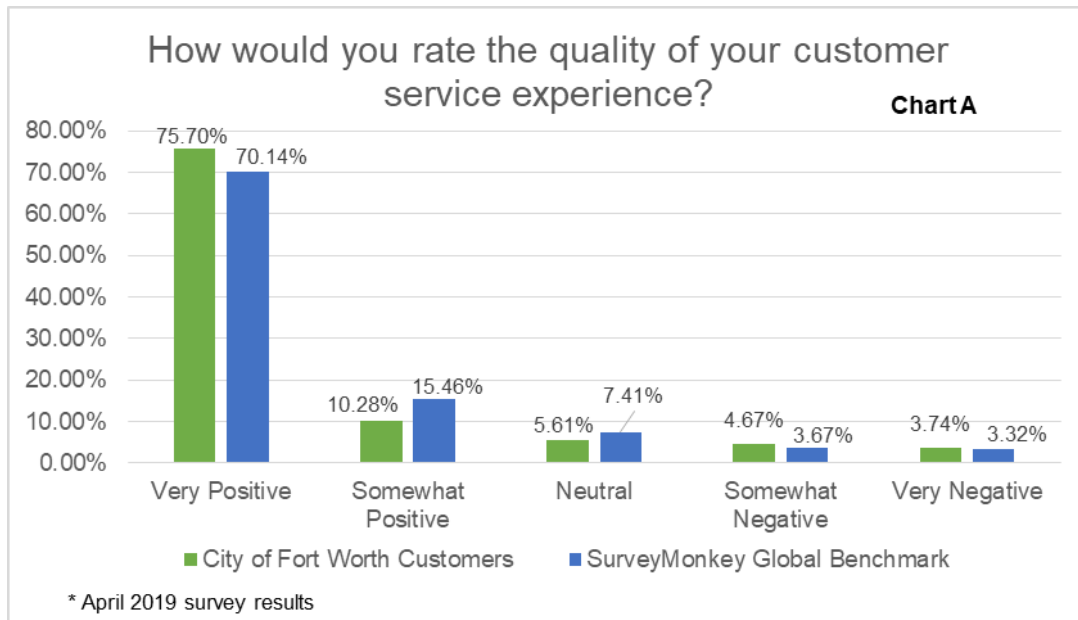
May 21, 2019

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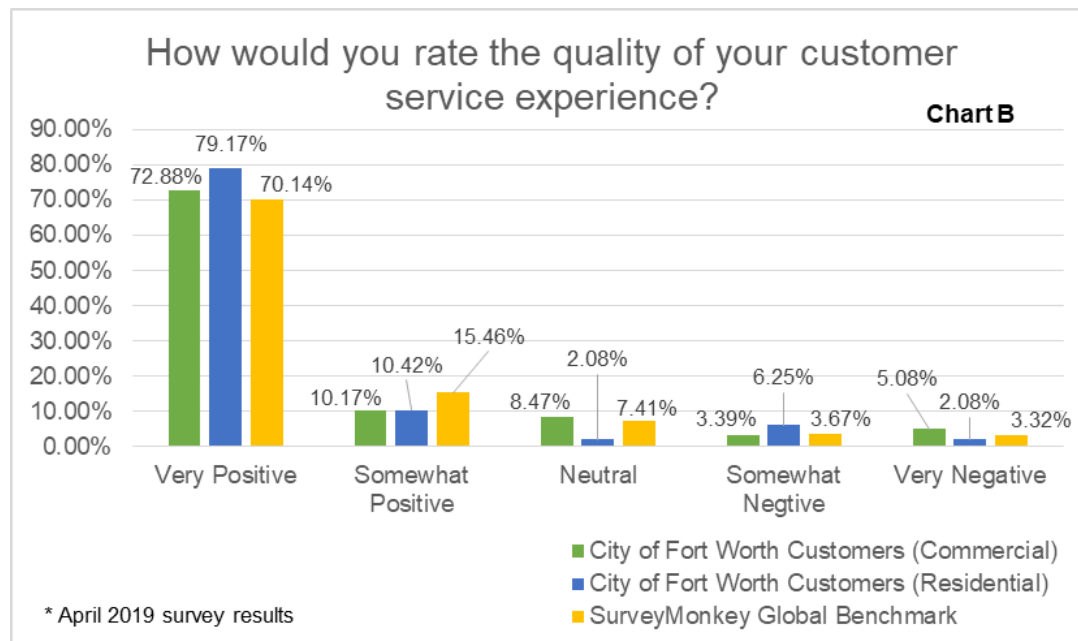


SUBJECT: MONTHLY DEVELOPMENT ACTIVITY REPORT

- Chart A shows April survey responses



- Chart B shows April commercial vs residential survey responses





To the Mayor and Members of the City Council

May 21, 2019

Page 3 of 5

SUBJECT: MONTHLY DEVELOPMENT ACTIVITY REPORT

X-Team Building Plan Review

In April 2019, the following building plan reviews and issued permits were as follows:

X-Team Plan Review Conferences	6
X-Team Permits Issued	2

As of May 15, 2019, the following building plan reviews and issued permits were as follows for the month of May:

X-Team Plan Review Conferences	5
X-Team Permits Issued	9

As of today, there are 11 permits pending revision (completed conference) and a total of 6 pending conferences. The X-Team offers Plan B, an option for an applicant to have the same benefit of an expedited plan review without a conference. There are currently 5 Plan B permits in review.

Building Plan Review

On May 16, 2019, building code plan review times for first review were as follows:

Commercial Plans	Actual 7 days	Goal 7 days
Residential Plans	Actual 6 days	Goal 7 days

All departmental review times for first review were as follows:

Commercial Plans	15 days
Residential Plans	8 days

- On April 16, 2019, Council requested data on the time it takes to obtain a building permit. The Planning and Development staff has compiled building permit data to compare review times between the first six (6) months (October 1 – March 31) of the current fiscal year, 2019 and the last fiscal year, 2018. The review times presented below are distinct from the review times included in the January/February Informal Report (IR) regarding new commercial building permits per Council request in September 2018. The new commercial building permit data in the January/February IR were permits from application to issuance and excluded miscellaneous permits such as



To the Mayor and Members of the City Council

May 21, 2019

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SUBJECT: MONTHLY DEVELOPMENT ACTIVITY REPORT

pools, spas, retaining walls, foundations, temporary construction, and fences. Additionally, the data excluded walk-in permits and third-party review permits.

The building permit data below includes all residential and commercial permits including additions, remodels, and third-party reviews. The permits were separated into three (3) categories: Commercial & Residential Permits (walk-ins), Commercial Permits (excluding walk-ins), and Residential Permits (excluding walk-ins). Staff retrieved completed building permits that were routed for review, approved, and permits that were on hold (awaiting customer reply) due to further correction needed on the submitted plans. The following are the results of staff analyzing the data to determine the mean and median time to obtain a commercial and residential building permit.

**Permit Comparison
2019 vs 2018**

Building Permit Type (October 1, 2018 - March 31, 2019)	Total Routed Plans for Review	Approved Plans	Plans on Hold (Awaiting Client Reply)	Mean Time Routed to Approved	Median Time Routed to Approved
Commercial & Residential (walk-ins)	1,615	1,218	397	4	1
Commercial (excludes walk-ins)	928	617	311	22	14
Residential (excludes walk-ins)	4,352	3,258	1,094	12	11
	6,895	5,093	1,802	-	-

Building Permit Type (October 1, 2017 - March 31, 2018)	Total Routed Plans for Review	Approved Plan	Plans on Hold (Awaiting Client Reply)	Mean Time Routed to Approved	Median Time Routed to Approved
Commercial & Residential (walk-ins)	1,061	1,024	37	4	1
Commercial (excludes walk-ins)	749	620	129	16	11
Residential (excludes walk-ins)	3,669	3,333	336	11	8
	5,479	4,977	502	-	-

- The Planning and Development Department has increased staffing to address the volume and delay of permits in 2018, however, the volume of permits continues to increase. During the first six (6) months of 2019 fiscal year, the staff reviewed approximately 1,150 permits a month compared to 913 permits a month during the first six (6) month of the 2018 fiscal year, up 25%.

**To the Mayor and Members of the City Council****May 21, 2019**

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SUBJECT: MONTHLY DEVELOPMENT ACTIVITY REPORTInfrastructure Plan Review

- Infrastructure Plan Review Center (IPRC) reviewed 100% of the plans submitted within the 14-day goal timeframe in April 2019.
- Staff continues to monitor the implementation of phase two of the Accela Automation shared database.

Community Facility Agreements (CFA)

The CFA Ordinance and Administrative Guide were approved by the Mayor and City Council on May 7, 2019.

Development Process Improvements

Commercial Permitting Lean Review: The process team met, discussed, and came to consensus on final BPI recommendations. The finalized report is under review by the Executive Management Staff.

Please contact Randle Harwood, Planning and Development Director, at 817-392-6101 or Randle.Harwood@fortworthtexas.gov if you have any questions, concerns or comments.

David Cooke
City Manager



Development Activity Report



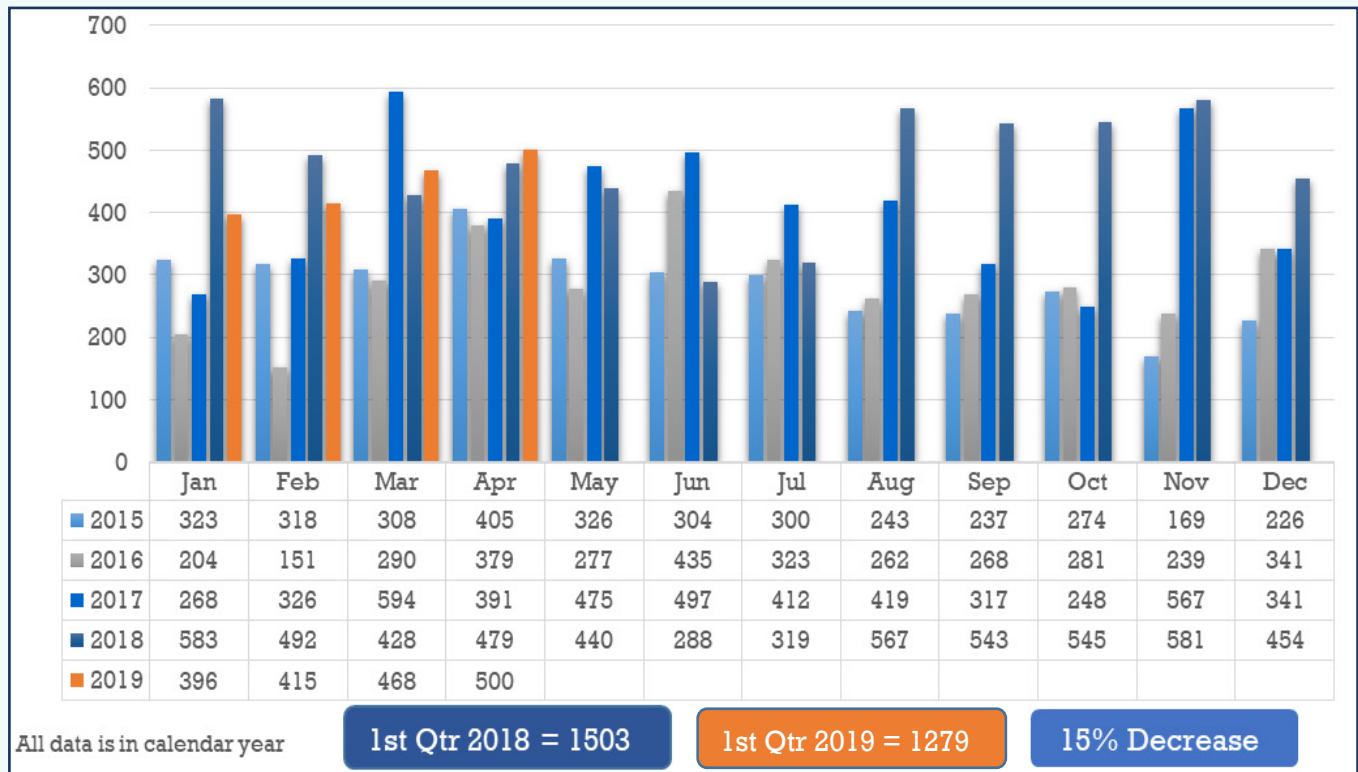
APRIL 2019

INSIDE THIS EDITION

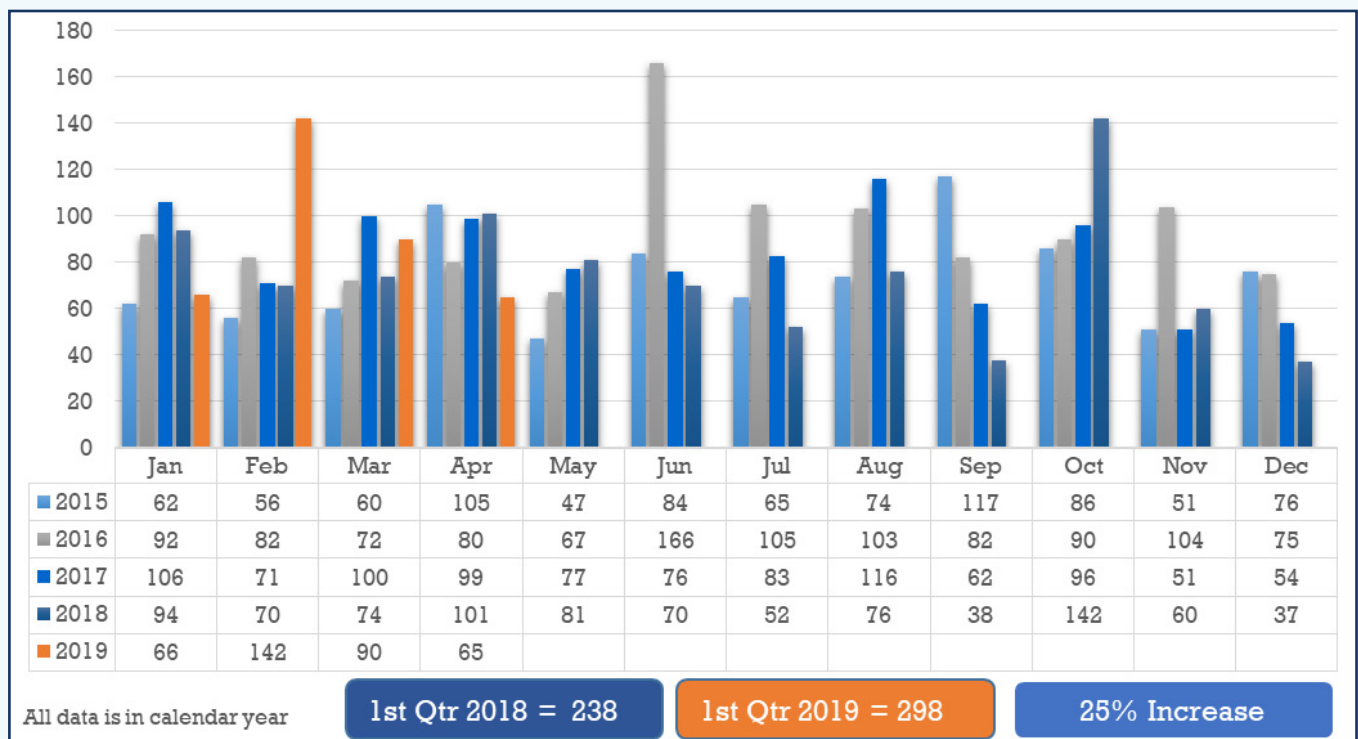
BUILDING PERMITS.....	2-7
INFRASTRUCTURE.....	8-11
STORMWATER	12-13
WATER.....	14
DEVELOPMENT PROCESS IMPROVEMENTS.....	15

BUILDING PERMITS

New Single Family Permits

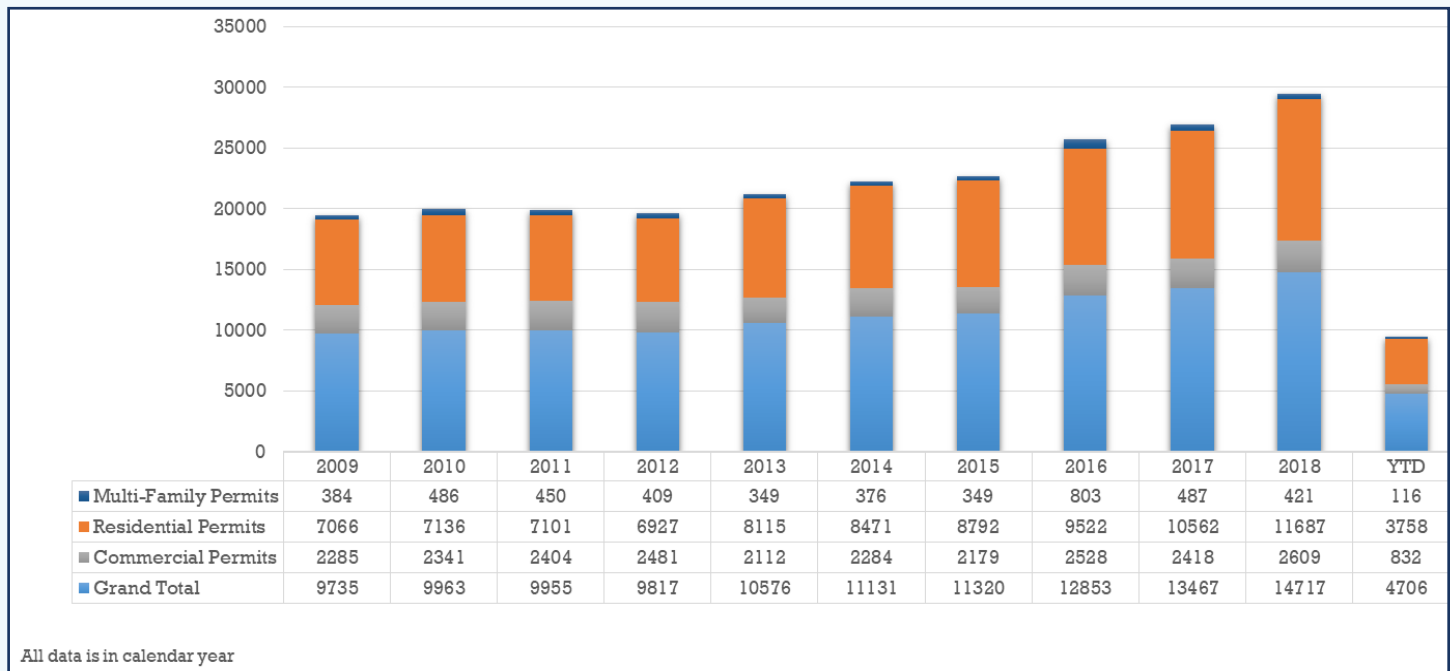


New Commercial Permits

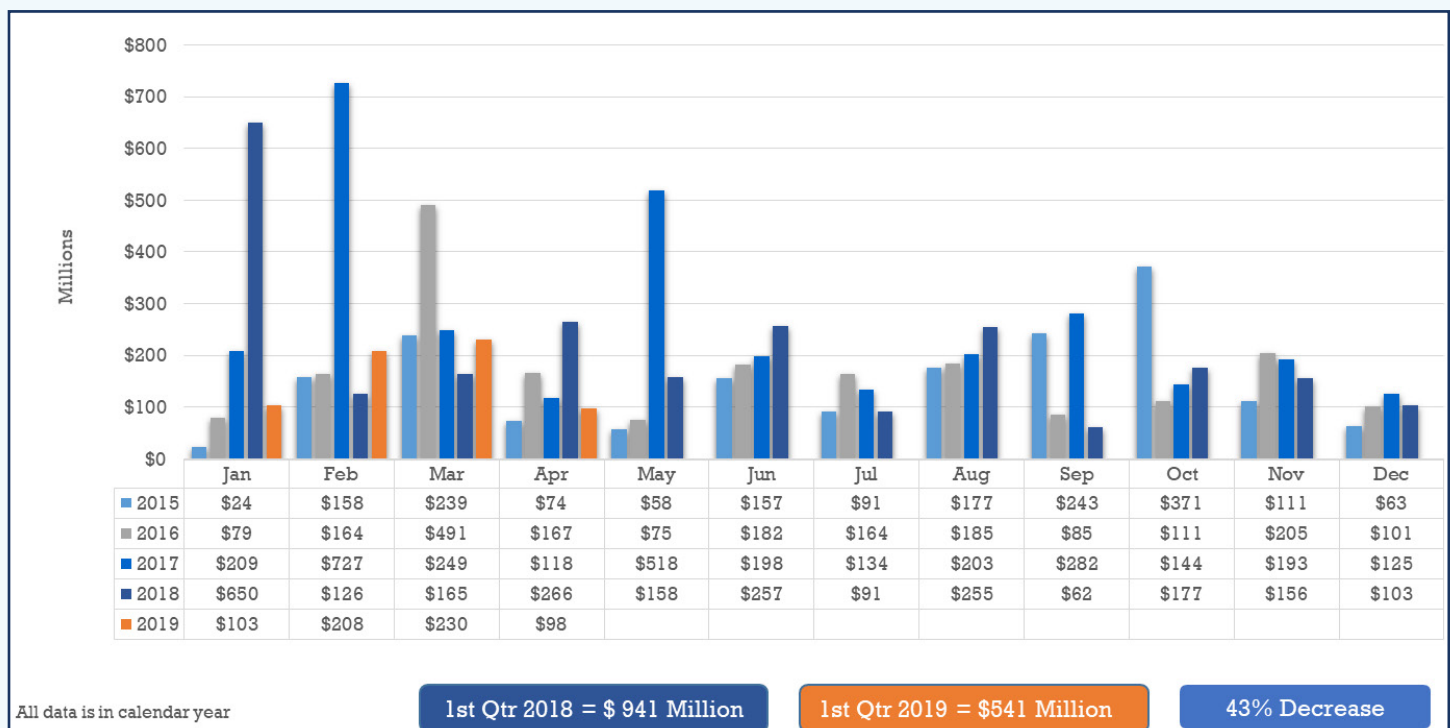


BUILDING PERMITS

Building Permit Comparison

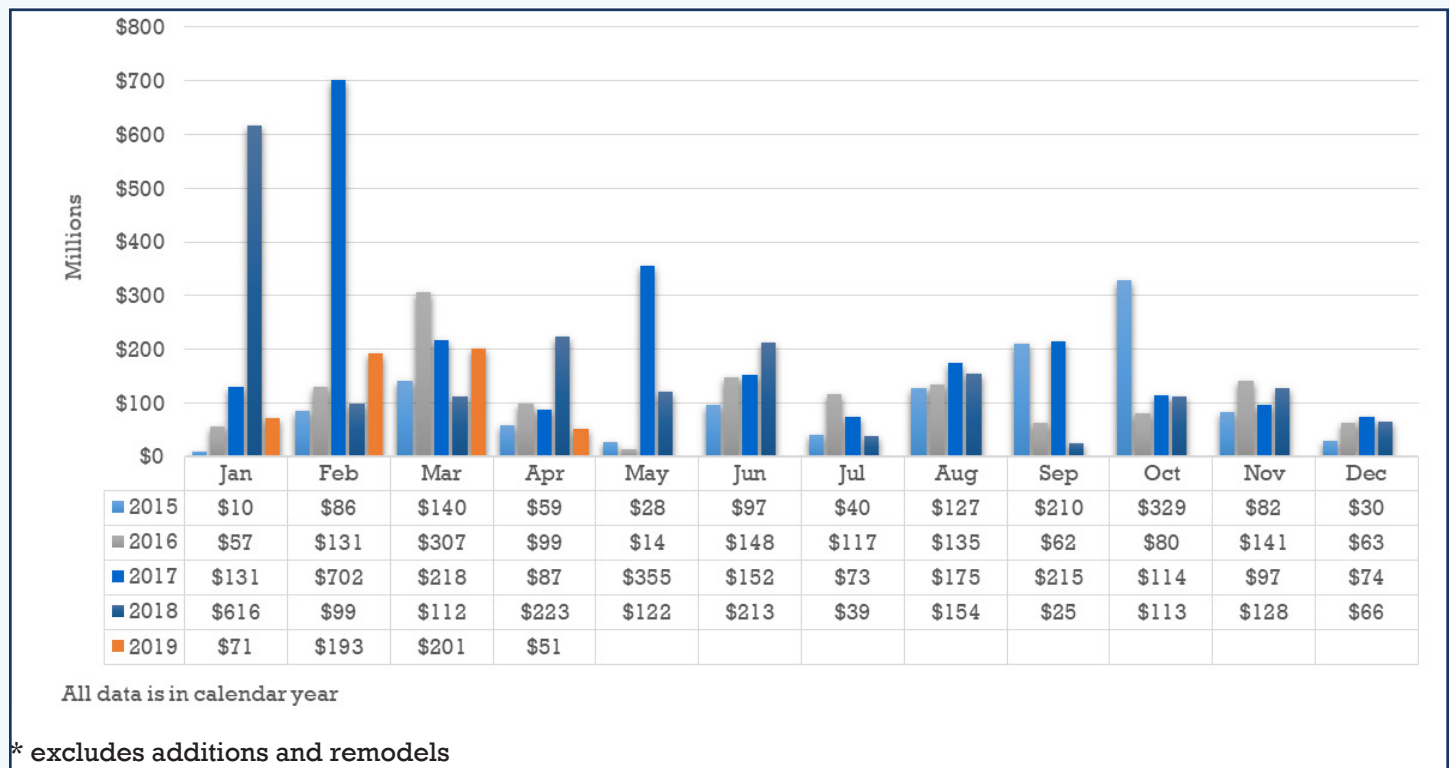


Total Commercial Valuation



BUILDING PERMITS

New Commercial Valuation



Monthly Valuation Comparison

Category	Current Month	Prev. Month	Difference M-M	Prev. Year	Difference Y-Y %	CY18 vs CY19 %	
	April '19	March '19	%	April '18	April '19 vs April '18	Jan - Dec 2018	Jan- Dec 2019
New SF Permits	500	468	32 7%	479	21 4%	5719	1779
						31%	
New SF Value	\$86,881,811	\$85,390,434	\$1,491,377 2%	\$80,129,385	\$6,752,426 8%	\$970,351,567	\$319,391,526
						33%	
New Comm Permits	65	90	-25 -28%	101	-36 -36%	895	363
						41%	
New Comm Value	\$50,514,121	\$201,141,946	-\$150,627,825 -75%	\$222,573,486	-\$172,059,365 -77%	\$1,910,313,426	\$515,762,820
						27%	

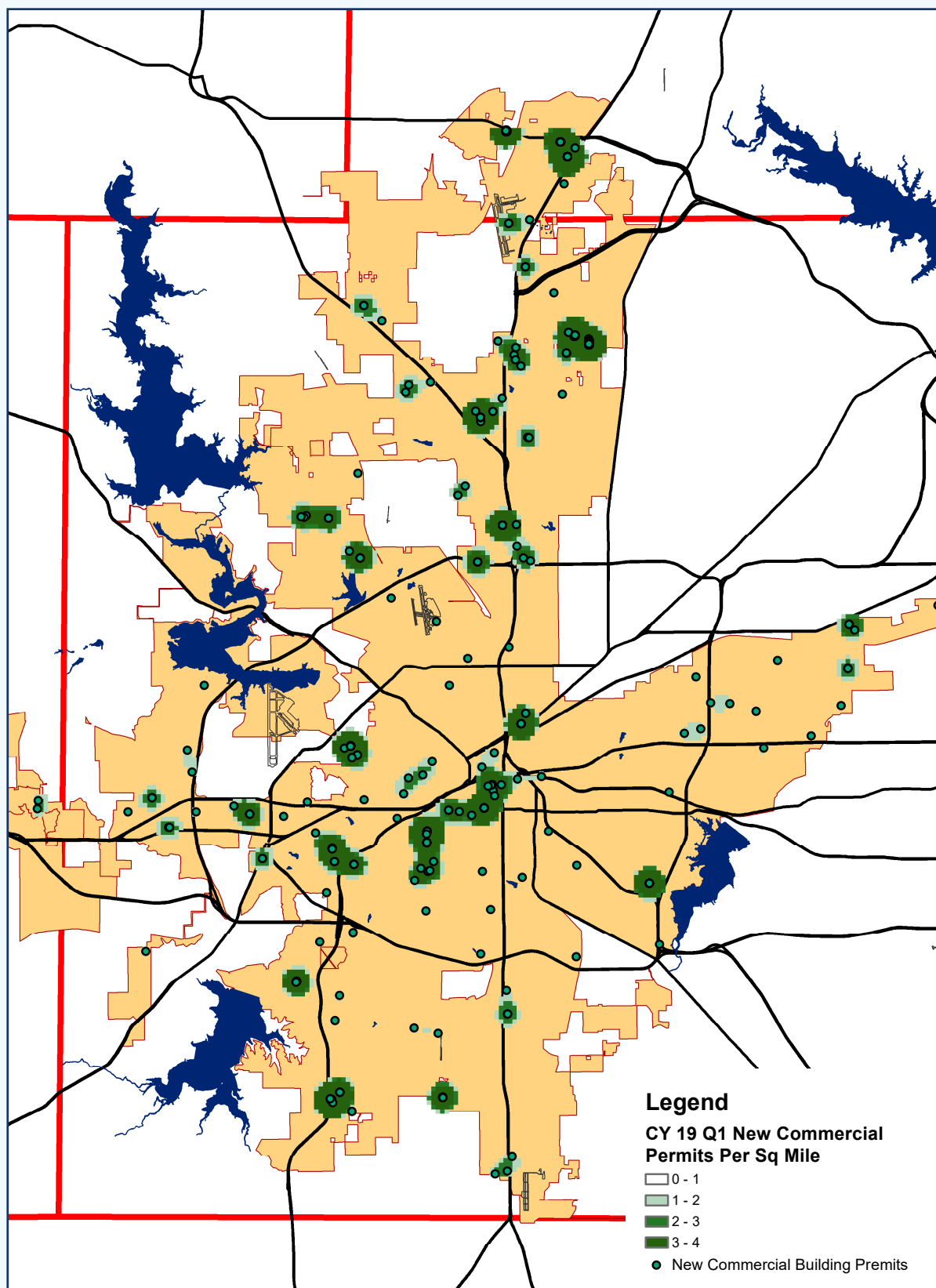
BUILDING PERMITS

Large Commercial Projects

April Large Commercial Projects			
Address	Project Name	Work Desc	Valuation
8801 COPPER MEADOW DR	COPPER CREEK ELEMENTARY SCHOOL	NEW ELEMENTARY SCHOOL	\$25,525,000
14500 FAA BLVD, BLDG# 5	INGRAM MICRO	CONSTRUCTION OF MEZZANINE, CONVEYORS, RACKING AND PICK MODULE IN EXISTING WHS.	\$9,500,000
14925 & 14951 KINGSPOUR RD	SBA	RENOVATION OF EXISTING OFFICE BUILDINGS	\$5,500,000
1837 HANDLEY EDERVILLE RD	RIVERBEND BLDG A, B, C & D	NEW CONSTRUCTION TILT WALL BLDG'S	\$4,000,000
6100 HARRIS PKWY	THR HARRIS SW	REMODEL 3 AREAS OF THE 2ND FLOOR AT THSW THR CAMPUS	\$3,798,932
8601 OLD DECATUR RD	BRYSON ELEMENTARY SCHOOL	EXPANSION OF 4200SF GYM; INTERIOR KITCHEN REMODEL; ADD SPRINKLER FIRE SYSTEM	\$3,500,000
801 7TH AVE	COOK CHILDRENS HOSPITAL	RENOVATION OF 3RD FLOOR PATIENT TOWER	\$2,850,757
11200 HARMON RD	DEMATIC 100- TI	FINISH OUT OF EXISTING OFFICE/ WHS SHELL FOR OFFICE	\$2,550,000
5632 EDWARDS RANCH RD	PMR FORT WORTH	NEW 10,101 SF MEDICAL OFFICE BLDG; 464 SF MEZZANINE; FINISH OUT OF ORTHO AREAS	\$2,500,000
4100 ALTAMESA BLVD	SOUTHWEST HIGHSCHOOL	NEW FIELD HOUSE	\$2,425,000
3001 HULEN ST	FWISD- ARLINGTON HEIGHTS HIGH SCHOOL	NEW 1-STORY BLDG BUILT INTO EMBANKMENT AT NE CORNER OF EXISTING TRACK; OFFICES, LOCKER ROOMS, IT & ELECTRICAL ROOM.	\$2,315,857
1717 BASSWOOD BLVD	SERVICE FIRST	NEW CONSTRUCTION; AUTO REPAIR SHOP	\$2,000,000
4049 N MAIN ST	TEXAS JET HANGAR 2C	NEW HANGAR FACILITY WITH OFFICE SPACE	\$1,700,000
9369 NORTH FWY	CITADEL- LONGHORN STEAKHOUSE	NEW RESTAURANT	\$1,500,000
301 COMMERCE ST, SUITE# 500	TOKAI CARBON CB	REMODEL EXISTING OFFICE SPACE	\$1,225,000
5180 N RAILHEAD RD	WESTROCK TI	REMODEL EXISTING OFFICE/ WHS	\$1,200,000
2615 LUDELLE ST	BLACKMON MOORING CONSTRUCTION	REMODEL 18000 SQ FT SECTION OF BUILDING FROM FOUNDATION TO FINISH/ STORAGE TO SHELL	\$1,200,000
5951 PARK VISTA CIR	BUREAU VERITAS - PARK VISTA	SHELL BUILDING ONLY FOR FUTURE OFFICES	\$1,172,100
5529 SIERRA SPRINGS LN	CTR- MARSHALLS	FINISH OUT OF TENANT SPACE IN EXISTING RETAIL SHELL	\$1,012,462

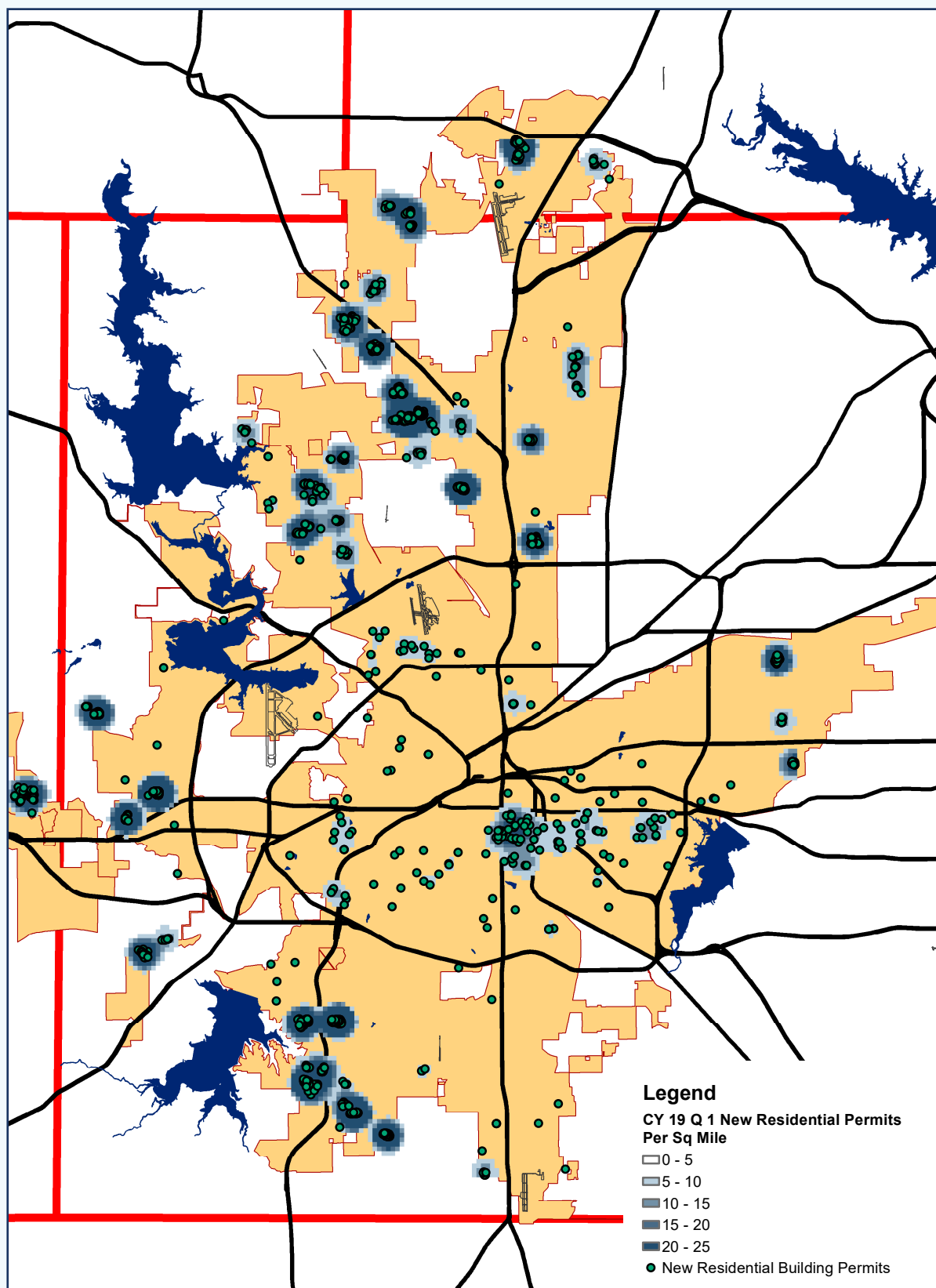
BUILDING PERMITS

CY 19 Q1 New Commercial Permits Heat Map



BUILDING PERMITS

CY 19 Q1 New Residential Permits Heat Map



IPRC Overview

IPRC Overview Report	2016	2017	2018	2019
Cycle Complete	52	52	52	18
Total Projects	157	170	148	61
Avg. Project Total Per Cycle	3.02	3.27	2.85	3.39
Total Accepted Projects	138	156	139	37
Plan Rev. & Ret w/n 14 days	93%	95%	98%	99%

*All data is in calendar year

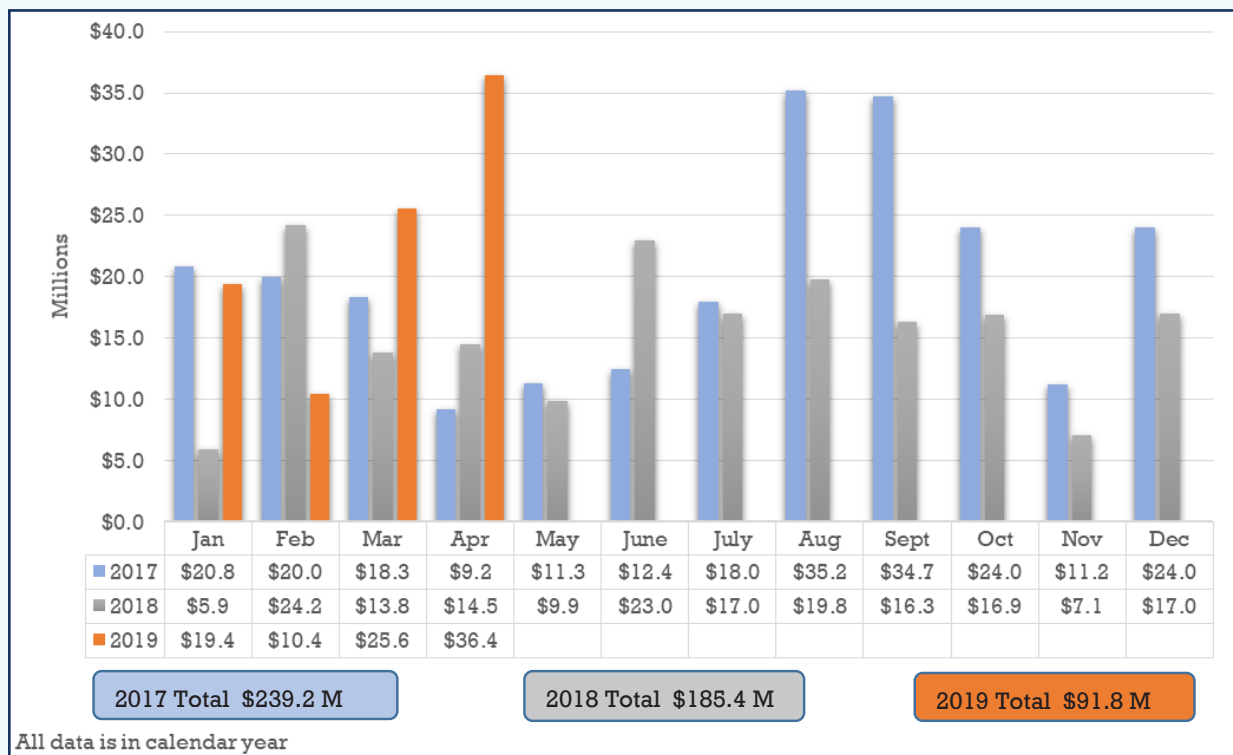
IPRC Quarterly Details

	Q3 2018	Q4 2018	Q1 2019	Q2 2019
Cycles	13	13	13	5
Total Projects	47	35	38	23
Avg. Projects Total Per Cycle	3.62	2.70	2.92	4.6
Total Avg. Accepted Projects Per Cycle	3.54	2.15	2.08	2.00
Plan Rev. & Ret w/n 14 days	96%	100%	97%	100%

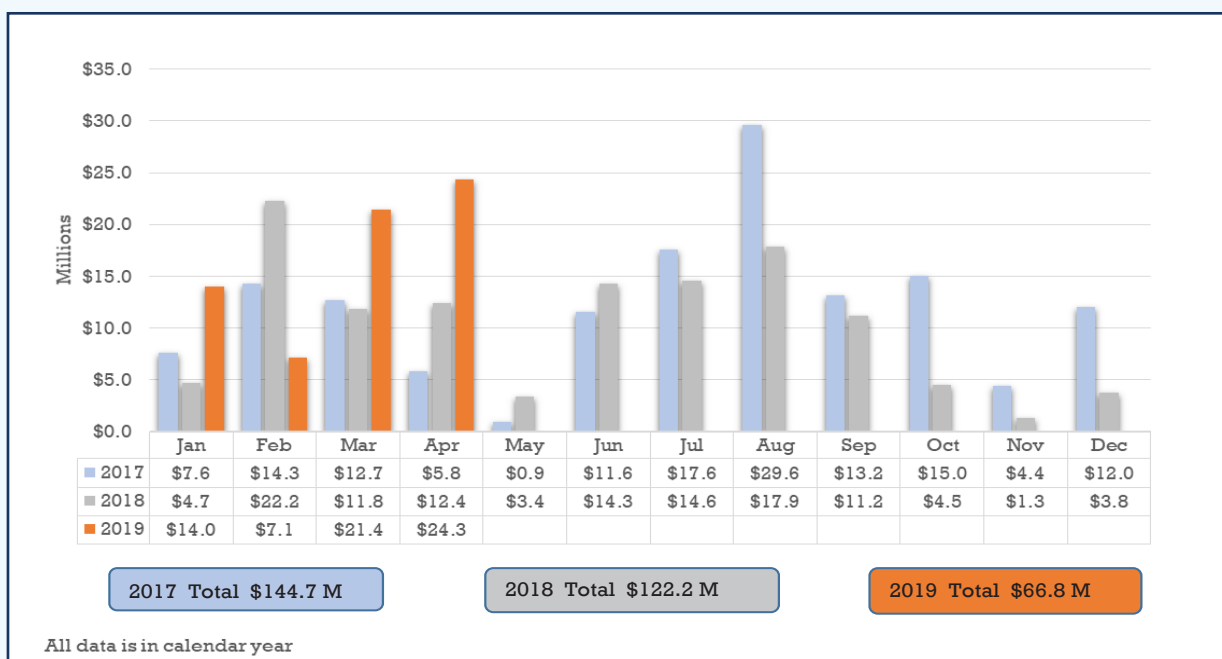
*All data is in calendar year

INFRASTRUCTURE

CFA Project Overview

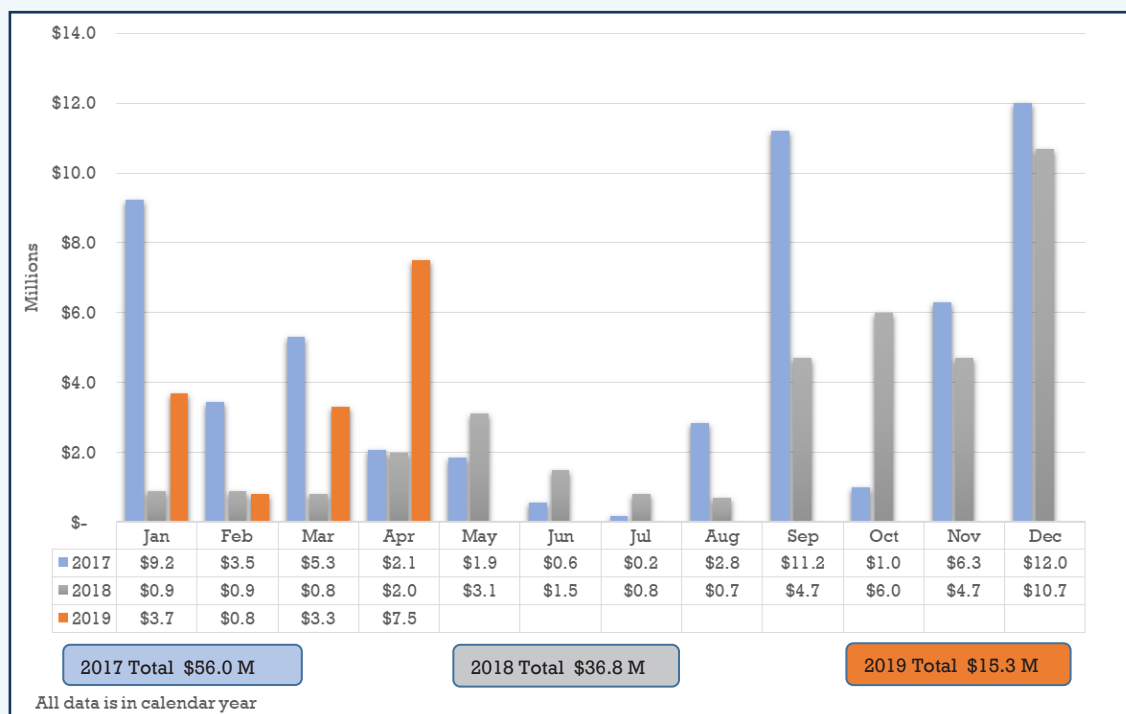


Public Infrastructure Residential Projects



INFRASTRUCTURE

Public Infrastructure Commercial Projects

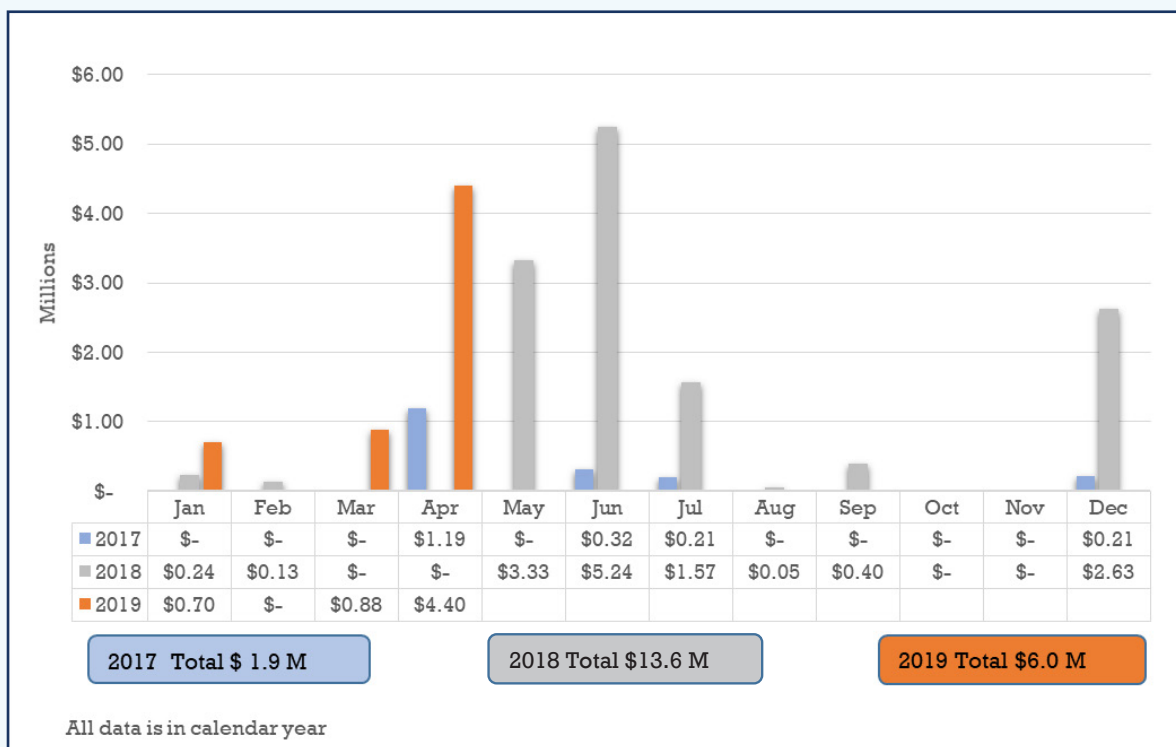


Public Infrastructure Industrial Projects



INFRASTRUCTURE

Public Infrastructure Multi-Family Projects



Public Infrastructure Institutional Projects

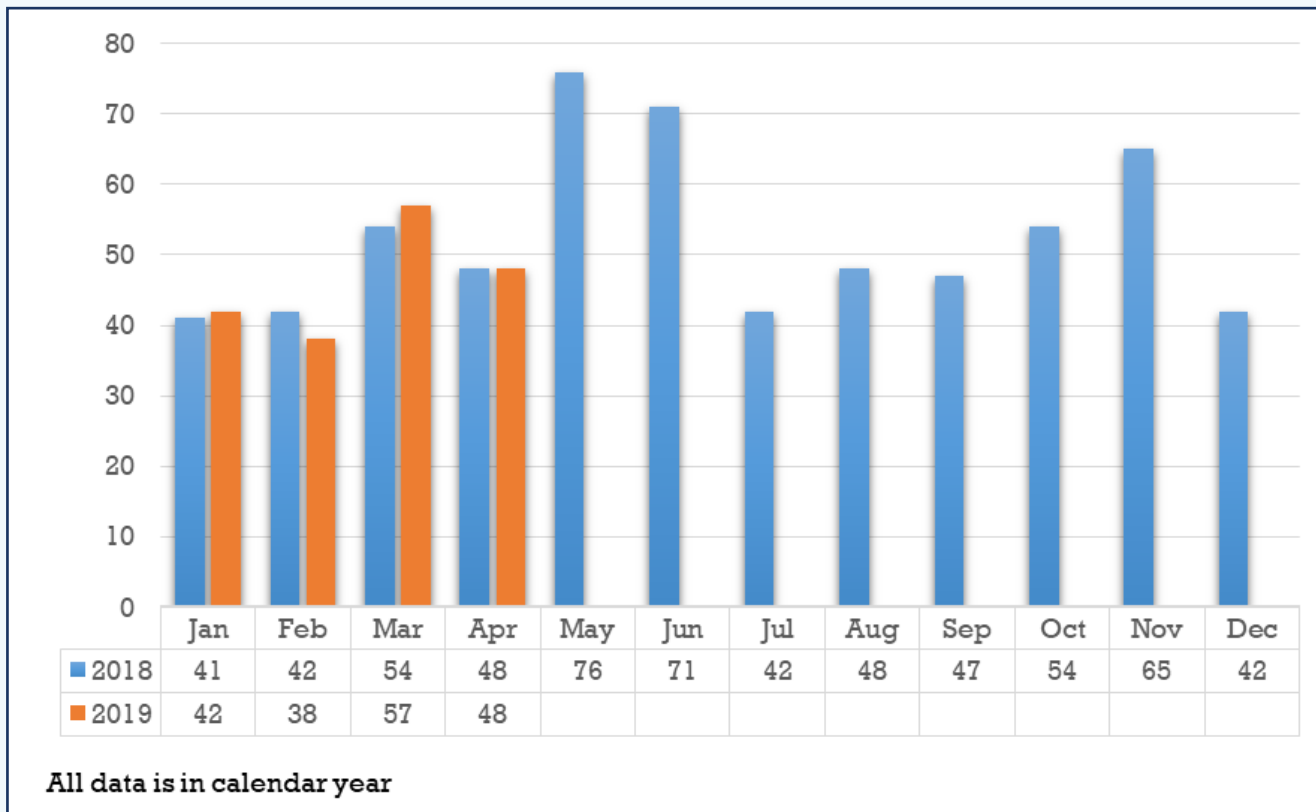


STORMWATER

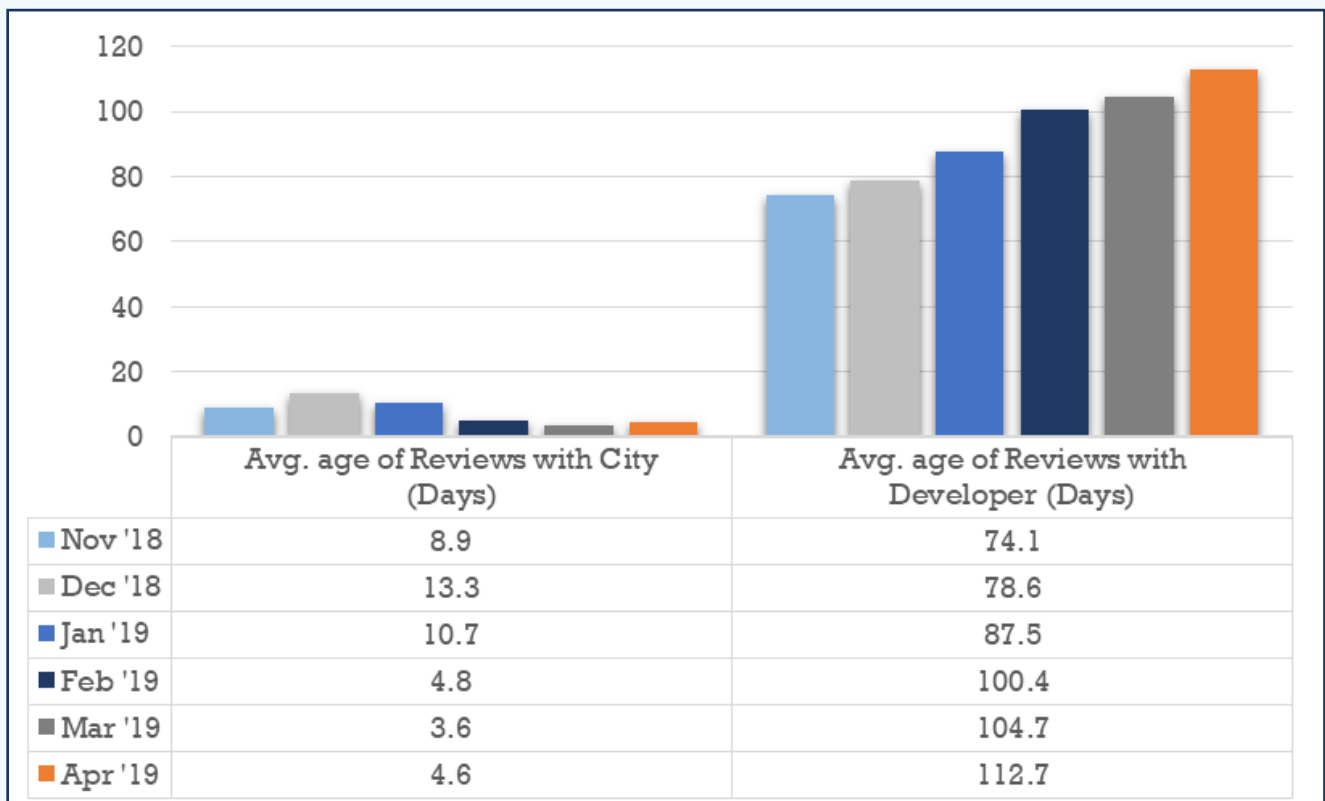
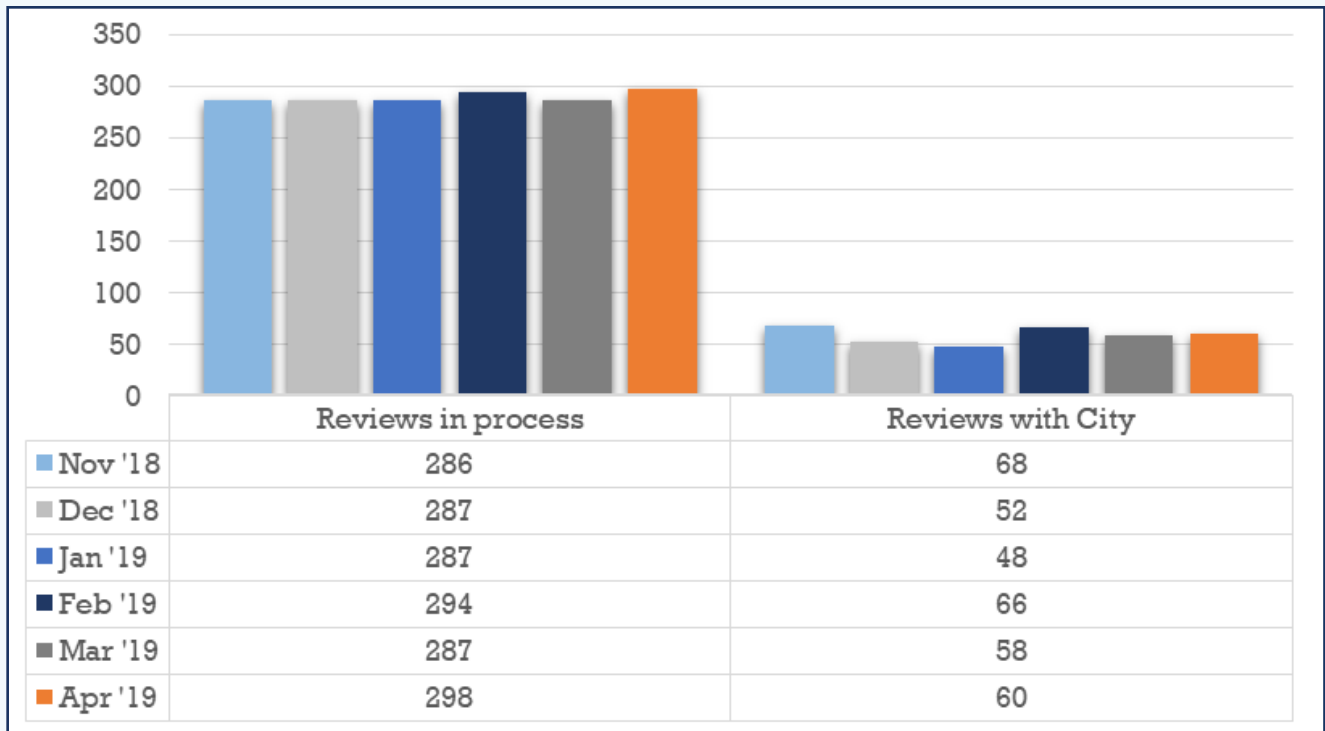
Stormwater Review Performance

Stormwater Review Performance	CY '18	CY '19	Apr '19
Avg. Review Time (days)	8.1	8.0	7.3
Num. Review Completed	1,693	536	143
% completed in 10 business days or less	85.1	85.5	90.1
Avg. PiSWM Review Iterations (City)	2.2	2.6	2.5
Avg. FiSWM Review Iterations (City)	3.0	3.3	3.3
Avg. IPRC Review Iterations (City)	3.1	3.2	3.1
Overall Customer Satisfaction Rating (1-5 scale)	4.6	4.6	4.6
Num. of Surveys Taken	32	25	7

New Stormwater Submissions



Stormwater Pipeline Snapshot



Newly Submitted Water/Sewer Studies

Water	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19
Newly Submitted Water Studies	7	4	5	5	11
Water Studies Approved *	8	3	4	7	8
Total Submittals & Resubmittals	16	7	9	13	15
Avg. Water Study Cycle	2	2.3	2.3	1.9	1.9
Sewer	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19
Newly Submitted Sewer Studies	8	6	3	6	9
Sewer Studies Approved *	8	4	4	9	8
Total Submittals & Resubmittals	13	6	9	18	14
Avg. Sewer Study Cycle	1.6	1.5	2.3	2	1.8

* A study can be submitted multiple times prior to the reported month before being approved

Submitted Water/Sewer Studies

Water	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19
Water Study Reviews in Process	4	5	6	3	5
Water Study Reviews in Process with City	1	3	2	1	0
Water Study Reviews in Process with Owner	3	2	4	2	5
Avg. Water Study Reviews in Process with City (Days)	5.1	9.7	9.5	7.1	4.6
Avg. Water Study Review in Process with Owner (Days)	1.8	1.3	7.0	1.6	1.1
Sewer	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19
Sewer Study Reviews in Process	7	9	9	5	6
Sewer Study Reviews in Process with City	1	3	3	0	0
Sewer Study Reviews in Process with Owner	6	6	6	5	6
Avg. Sewer Study Reviews in Process with City (Days)	3.8	4.3	12	5.7	4.5
Avg. Sewer Study Review in Process with Owner (Days)	1.5	3.5	254.5	1.7	1.0

DEVELOPMENT PROCESS IMPROVEMENTS

Active Development Process Improvements

As of April 2019

Accela Automation/Website/Technology Improvements (1 in progress)

Task	Department/Staff Assigned	Status
Create shared database for CFAs, IPRC, inspections and closeout for developer-led infrastructure projects.	P&D, TPW, ITS	The data conversion was completed on 4/25/19. There are pending items that staff is working on with the consultant to resolve.

Community Facility Agreements (CFA)/Installation of Public Infrastructure (1 in progress)

Task	Department/Staff Assigned	Status
Rewrite CFA policy, based on Six Sigma analysis, to address inconsistent and onerous requirements and to incorporate updated practices.	P&D – D.J. Harrell & Janie Morales Law – Richard McCracken	The CFA Ordinance and Administrative Guide were approved by the Mayor and City Council on May 7, 2019.

Permitting Review (1 in progress)

Task	Department/Staff Assigned	Status
Complete lean process evaluation for commercial building permits.	P&D - Allison Gray, Rochell Thompson, D.J. Harrell & Douglas Bailey	Executive Management Staff is reviewing the finalize BPI Report.

Subdivision Ordinance (1 in progress)

Task	Department/Staff Assigned	Status
Interdepartmental Staff and the DAC sub-committee will discuss developing guidelines for infill development and update Subdivision Ordinance standards.	P&D - D.J. Harrell, Arty Wheaton-Rodriguez, Michelle Reynolds & Mary Elliot	Staff and the DAC infill sub-committee will meet on May 10, 2019 to discuss the next steps on how to integrate infill development guidelines into the current Subdivision Ordinance.

Water & Sewer Department (1 in progress)

Task	Department/Staff Assigned	Status
Completed lean process improvement evaluation for misc. projects. After discussing results with management, the process improvement has been expanded to include payment process for misc. projects.	Water Dept. - Sheree Collins, Martin Phillips & Tim Schwartz	The department's next step is to hire a consultant to configure Accela for miscellaneous and in-house design projects. Meetings regarding this process will be taking place over the coming weeks.

CONTACT INFORMATION

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Report produced by the
City of Fort Worth Planning & Development Department Project Facilitation Office,
200 Texas Street, Fort Worth, Texas 76102, 817-392-1732



To the Mayor and Members of the City Council

May 21, 2019

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SUBJECT: UPDATE ON RECENT PENSION CHANGES

This Informal Report provides an update to Mayor and Council on the effect of benefit changes and actuarial assumption changes adopted by the Fort Worth Employee Employees' Retirement Fund (FWERF) Board of Trustees (Board).

Background:

M&C G-19423 approved on 12/11/2018 increased employer's contributions to retirement, made various changes retirement benefits and called a special election for employees to vote on changes to employee contributions to retirement. These actions were taken to eliminate the Unfunded Actuarially Accrued Liability (UAAL) and set a course for the FWERF to become financially sustainable. The employee election was held in February 2019 with voters approving the increase in employee contributions. The Board canvassed the results at the February 27, 2019 Board meeting. The Board also adopted changes to actuarial assumptions used to calculate the UAAL at the March 27, 2019 Board meeting.

Discussion:

The Board commissioned an Actuarial Experience Study from their actuary firm Gabriel, Roeder, Smith and Company (GRS) covering the period 2016-2018. The study compared the assumptions used for valuation of the funds assets and liabilities to the results of the Fund over the 2016-2018 period. The Board received the results of the study at the March 27, 2019 meeting along with recommendations for changing various actuarial valuation assumptions to closer match results over the period. The Board adopted new assumptions at that meeting which are summarized below:

Economic Assumptions

- Decrease the price inflation assumption from 2.75% to 2.50%
- Decrease the nominal investment return assumption from 7.75% to 7.00%
- Set ultimate salary scale assumption of 3.25% and update service-based salary increase rates for each employee group consistent with actual experience and step schedules
- Increase the assumed overtime pay for firefighters to 18.00% of base pay and increase the average earnings overtime load on blue service benefits for firefighters to 6.00%

Mortality Assumptions

- Adopt healthy retiree mortality tables published in the Pub-2010 Public Retirement Plans Mortality Tables Report, separately applied for general employees (PubG-2010) and public safety personnel (PubS-2010), with future mortality improvements modeled using the ultimate mortality improvement rates in the MP tables
 - Adopt disability retirement and employee mortality tables based on the appropriate Pub-2010 mortality table by employee group with future mortality improvements modeled using the ultimate mortality improvement rates in the MP tables
- Other Demographic Assumptions***
- Update termination rates consistent with FWERF member experience and future expectations
 - Update retirement rates consistent with FWERF member experience and future expectations

**To the Mayor and Members of the City Council****May 21, 2019**

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SUBJECT: UPDATE ON RECENT PENSION CHANGES

- Every member who reaches Normal (Unreduced) Retirement eligibility prior to age 65 is assumed to enter DROP, leave active service in accordance with the assumed retirement rates, and participate in DROP for the maximum possible period upon departure from active service
- Members who terminate with a vested benefit are assumed to choose the most valuable option available to them at the time of termination: withdrawal of contributions or deferred annuity Employees' Retirement Fund of the City of Fort Worth 7

Actuarial Methods and Policies

- Modify actuarial cost method to base the normal cost rate on the benefits payable to each individual active member, generally referred to as Individual Entry Age Normal (IEAN), which will require the funding period and Actuarially Determined Employer Contribution (ADEC) rate to be determined based on an open group projection.

The Board commissioned an Actuarial Valuation Study with GRS following the adoption of new assumptions to understand the impact of the changes to benefits, increased contributions, and new assumptions on the UAAL. The 2018 actuarial valuation of the fund considers the recently adopted benefit and contribution changes as well as equally significant changes in actuarial assumptions and methods adopted by the Board of Trustees. As a result, the valuation provides the most current assessment of the funded status of the fund and the adequacy of the City and member contributions to meet the actuarial requirements of the fund. The results of this study were presented to the Board at the April 24, 2019 meeting. The City engaged public Financial Management (PFM) to review the study results for reasonableness and received a positive report.

A summary of major study findings is provided below:

- The period to eliminate the UAAL is reduced to a closed, 44-year amortization when considering the risk-sharing contributions
- Assumption changes are reasonable and appropriate being based on actual experience and include a margin for conservatism
- The City's goal of funding unfunded liability over a closed 30-year period was adopted by the fund
- Investment returns pose the greatest risk to achieving the funding goals
- Results of the valuation indicate that the risk sharing contributions will be required in 2022 and 2023

The Texas Pension Review Board (PRB) requires a funding soundness restoration plan when three consecutive annual actuarial valuations indicate that unfunded liabilities will not be funded within 40 years. The restoration plan is required to achieve the 40-year target within 10 years of implementing a restoration plan. The 44-year amortization period is expected to satisfy the minimum requirements but continued dialogue with the PRB will be required. However, the 44-year amortization period is a positive outcome for the effort that was invested in the resolution especially considering the adoption of more realistic assumptions.

**To the Mayor and Members of the City Council****May 21, 2019**

Page 3 of 3

SUBJECT: UPDATE ON RECENT PENSION CHANGES

The 2018 actuarial valuation considers all benefit and contribution changes based on revised and more realistic assumptions. The actions taken by the Board adopting revised assumptions are positive and are now aligned with the City's objectives of realistic valuation of the funding requirements of the current benefit structure.

Please contact Kevin Gunn, Interim Chief Financial Officer at 817.392.2015 with any questions.

David Cooke
City Manager

To the Mayor and Members of the City Council**May 21, 2019**

Page 1 of 1

**SUBJECT: REVENUE MANUAL DEVELOPMENT**

The Performance & Budget Department is currently working with the City Attorney's Office, Financial Management Services, and operating departments to develop a new FY2020 Revenue Manual to be published in October 2019. The initiative is intended to:

- Provide insight into the various revenues collected by the City
- Track financial trends for revenue accounts
- Provide background on the revenues
- Promote accountability by identifying the department and positions responsible for the revenue
- Provide a fee schedule for each revenue account
- Identify any fee changes associated with the FY2020 budget

The FY2020 Revenue Manual will include a total of 59 revenue accounts, representing approximately 96 percent of the total revenues collected and all accounts totaling more than \$1 million in annual revenues.

The Revenue Manual will undergo further development during FY2020 to gather additional information related to the fees and revenue accounts including:

- Collection process and collection system/interfaces
- Key stakeholders related to the fee
- Exemptions
- Expiration (if applicable)
- The remaining revenue accounts

During this process, a system of record will be developed to allow easier maintenance and updating of fees across the City. The improvements will allow the production of a transparent fee schedule to the public and reports for improved management of revenues.

City staff has scheduled a briefing about the Revenue Manual for the City Council's June 18 work session. If you have any questions about it in the meantime, please call Lynda Johnson, Performance & Budget Director, at 817-392-6222.

David Cooke
City Manager

**To the Mayor and Members of the City Council****May 21, 2019**

Page 1 of 1

**SUBJECT: PROPOSED COUNCIL-INITIATED ZONING CHANGES TO CREATE
STOP SIX DESIGN DISTRICT FOR SINGLE FAMILY DEVELOPMENT
IN COUNCIL DISTRICT 5**

The June 4th City Council agenda will contain a resolution to initiate a zoning change to create a design overlay district for single family development in the Stop Six neighborhood, as depicted on the attached map. On March 19, the City Council approved a resolution to apply single family design standards to projects receiving Neighborhood Empowerment Zone (NEZ) incentives in this area. Council Member Bivens has requested the proposed design district to apply design standards to all single family projects, and not just those receiving NEZ incentives. The proposed design standards are attached.

Public hearings for the design district would be held as follows:

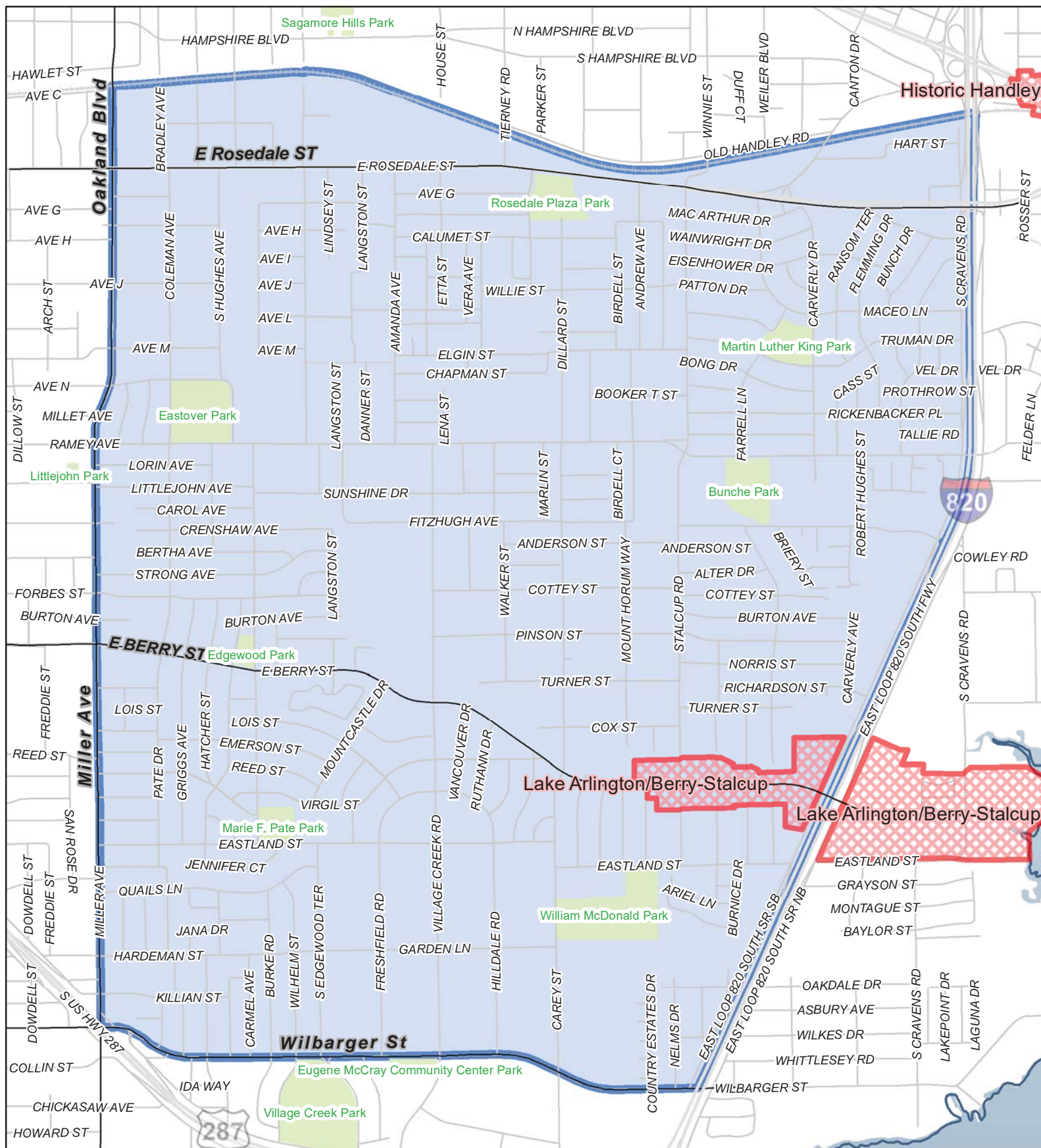
Urban Design Commission	June 20, 2019
Zoning Commission	July 10
City Council	August 6


If you have any questions, please contact Dana Burghdoff, Assistant Planning and Development Director, at 817-392-8018.

David Cooke
City Manager

Attachments (2)

Proposed Stop Six Design District Boundary



-  Design District Boundary
-  Urban Village
-  Parks



Proposed Stop Six Single Family Design Standards

ELEMENT	STANDARD
Building Materials	At least 70% of all sides of a new residential structure shall be masonry: stone, brick, terra cotta, patterned pre-cast concrete, cement board siding, cast stone or prefabricated brick panels
Garages	A 2-car garage is required. Garages facing the street shall be located at or behind the front wall and shall not project in front of the front wall. All required parking spaces above 2 shall be behind the front wall.
Building Design Architectural Features	<ul style="list-style-type: none">• Homes shall have an entry feature such as a porch or stoop that faces the street.• Open porches can extend up to 10 feet into the minimum front yard to encourage larger porches. If a porch is provided, it shall be a minimum 6 feet in depth.• Homes shall have a minimum of one 8 square foot window on all sides of the house. The front wall shall have a minimum total window area of 16 square feet.• Front doors shall face the public street and shall be visible from the public street. Front door openings shall not be recessed more than 6 feet from the front wall of the home.
Landscaping	Landscaping shall be kept to allow visibility to and from street-facing doors and windows. A variety of landscape plants and materials in the front yard is highly encouraged.

No Documents for this Section

No Documents for this Section

DALLAS/FORT WORTH INTERNATIONAL AIRPORT
FIFTY-THIRD SUPPLEMENTAL CONCURRENT BOND ORDINANCE

Passed concurrently by the City Councils of the Cities of Dallas and Fort Worth, Texas

Passed by the City Council of the City of Dallas _____, 2019

Passed by the City Council of the City of Fort Worth _____, 2019

Effective _____, 2019

CITY OF DALLAS ORDINANCE NO. ____

CITY OF FORT WORTH ORDINANCE NO. ____

**FIFTY-THIRD SUPPLEMENTAL CONCURRENT BOND ORDINANCE AMENDING
IN-PART THE MASTER BOND ORDINANCE RELATING TO DALLAS FORT WORTH
INTERNATIONAL AIRPORT JOINT REVENUE BONDS**

WHEREAS, the Cities of Dallas and Fort Worth, Texas (the "Cities") are each a "Home Rule City," acting as such under the Constitution and laws of the State of Texas, and each has a population in excess of 90,000; and

WHEREAS, the Cities jointly own and operate the Dallas/Fort Worth International Airport (the "Airport") and have created a "joint board" pursuant to Section 22.074, Transportation Code, as amended, known as the Dallas Fort Worth International Airport Board (the "Board"), to operate and to set and establish policies for the Airport; and

WHEREAS, the Cities, pursuant to the Master Bond Ordinance, effective September 22, 2010 (the "Master Bond Ordinance"), determined, among other things, that the Cities should issue and should authorize the Board to sell and deliver joint revenue bonds in order to provide financing for various costs relating to the Airport; and

WHEREAS, the Cities have from time to time amended the predecessor ordinances to the Master Bond Ordinance; and

WHEREAS, the Cities have determined to adopt this Ordinance to amend the Master Bond Ordinance by modifying certain provisions to conform such covenants to contemporary financial practices; and

WHEREAS, pursuant to Sections 8.3 and 8.4 of the Master Bond Ordinance, the Master Bond Ordinance may be amended with the consent of the Holders of not less than a majority of Outstanding Obligations at the time of the effective date of amendments and each Credit Provider, if applicable, or, pursuant to Section 8.4(b) of the Master Bond Ordinance, if the amendments are approved by Insurers and such other Credit Providers, as applicable; and

WHEREAS, upon the satisfaction of Sections 8.3 and 8.4 of the Master Bond Ordinance, the proposed amendments shall become effective; and

WHEREAS, the respective City Councils for the Cities have determined and found that there is a public need and necessity that this Ordinance be passed concurrently, and that this Ordinance shall be effective immediately upon its passage by each of the Cities; and

WHEREAS, each City Council finds and determines that the meeting at which this Ordinance is adopted is open to the public, and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by Applicable Law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Titles and Headings. The titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.2. Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and Section references shall mean references to Articles and Sections of this Ordinance unless designated otherwise.

(c) If any one or more of the provisions contained herein should be contrary to Applicable Law, then such provision shall be deemed separable from the remaining provisions hereof, and shall in no way affect the validity of the remaining provisions contained in this Ordinance.

ARTICLE II

AMENDMENT TO MASTER BOND ORDINANCE

Section 2.1. Amendment to Section 1.4(f). The phrase “(which shall not be beyond the Stated Maturity of the Interim Obligations)” is hereby deleted.

Section 2.2. Amendment to Section 3.3(a)(iii)(A). After the term “written report” there shall be inserted the term “or certificate of an Authorized Officer” and after the term “such Airport Consultant” there shall be inserted “or certificate of an Authorized Officer.”

**ARTICLE III
MISCELLANEOUS**

Section 3.1. Further Action. The Authorized Officers and each of them are authorized, empowered and directed to execute such other documents in addition to those enumerated herein and to take such other actions as they deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

Section 3.2. Effective Date. This Ordinance shall be in full force and effect on and after the date on which it is duly passed by the City Council of each of the Cities.

PASSED BY THE FORT WORTH CITY COUNCIL THIS _____ DAY OF _____, 2019.

ATTEST:

Mayor
City of Fort Worth, Texas

City Secretary
City of Fort Worth

APPROVED AS TO FORM AND LEGALITY:

City Attorney
City of Fort Worth, Texas

THE STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF FORT WORTH §

I, Mary J. Kayser, City Secretary of the City of Fort Worth, Texas, do hereby certify:

1. That the above and foregoing is a true and correct copy of an Ordinance, duly presented and passed by the City Council of the City of Fort Worth, Texas, at a regular meeting held on _____, 2019, as same appears of record in the Office of the City Secretary.

2. That said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND and the Official Seal of the City of Fort Worth, Texas, this __ day of _____, 2019.

City Secretary,
City of Fort Worth, Texas

(SEAL)

APPROVED AND ADOPTED BY THE DALLAS CITY COUNCIL THIS _____, 2019.

CITY OF DALLAS:

_____,
City Manager

APPROVED AS TO FORM:

_____,
City Attorney

By: _____
City Manager

By: _____
City Attorney

THE STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF DALLAS §

I, Rosa Rios, City Secretary of the City of Dallas, Texas, do hereby certify:

1. That the above and foregoing is a true and correct copy of an excerpt from the minutes of the City Council of the City of Dallas, had in regular meeting, _____, 2019, confirming the passage of Dallas/Fort Worth International Airport Fifty-Third Supplemental Concurrent Bond Ordinance is duly of record in the minutes of said City Council.

2. That said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND and seal of the City of Dallas, Texas, this _____ day of _____, 2019.

City Secretary,
City of Dallas, Texas

(SEAL)

**DALLAS/FORT WORTH INTERNATIONAL AIRPORT
FIFTY-FOURTH SUPPLEMENTAL CONCURRENT BOND ORDINANCE**

Passed concurrently by the City Councils of the Cities of Dallas and Fort Worth, Texas

Authorizing One or More Series of
**DALLAS/FORT WORTH INTERNATIONAL AIRPORT
JOINT REVENUE BONDS**

Passed by the City Council of the City of Dallas _____, 2019

Passed by the City Council of the City of Fort Worth _____, 2019

Effective _____, 2019

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CITY OF DALLAS ORDINANCE NO. _____

CITY OF FORT WORTH ORDINANCE NO. _____

**FIFTY-FOURTH SUPPLEMENTAL CONCURRENT BOND ORDINANCE
AUTHORIZING ONE OR MORE SERIES OF DALLAS/FORT WORTH
INTERNATIONAL AIRPORT JOINT REVENUE BONDS, FOR LAWFUL
PURPOSES; PROVIDING THE SECURITY THEREFORE; PROVIDING FOR
THE SALE, EXECUTION AND DELIVERY THEREOF SUBJECT TO CERTAIN
PARAMETERS; AND PROVIDING OTHER TERMS, PROVISIONS AND
COVENANTS WITH RESPECT THERETO**

WHEREAS, prior to the adoption of this ordinance (herein defined and cited as the "Fifty-Fourth Supplemental Concurrent Bond Ordinance" or as the or this "Ordinance"), the City Councils of the Cities of Dallas and Fort Worth, Texas (the "Cities") passed the Master Bond Ordinance relating to the Dallas Fort Worth International Airport (the "Airport"); and

WHEREAS, the Master Bond Ordinance constitutes the controlling bond ordinance of the Cities that relates to the financing of the Airport and (i) prescribes the terms and conditions upon the basis of which the Additional Obligations, Credit Agreements, and Parity Credit Agreement Obligations may be issued and executed, and (ii) provides and establishes the pledge, security, and liens securing the Cities' special obligations to pay when due the Outstanding Obligations, any Parity Credit Agreement Obligations, and any Additional Obligations; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on September 22, 2010 and September 21, 2010, respectively, concurrently adopted the Forty-Fourth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2010A (the "2010A Bonds"), in the aggregate principal amount of \$304,395,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on March 28, 2012 and March 27, 2012, respectively, concurrently adopted the Forty-Eighth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas\Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2012E (the "2012E Bonds"), in the aggregate principal amount of \$300,495,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on March 28, 2012 and March 27, 2012, respectively, concurrently adopted the Forty-Eighth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas/Fort Worth International Airport Joint Revenue Refunding Bonds, Series 2012F (the "2012F Bonds"), in the aggregate principal amount of \$270,535,000; and

WHEREAS, the City Councils of the Cities of Dallas and Fort Worth, on February 27, 2013 and February 19, 2013, respectively, concurrently adopted the Forty-Ninth Supplemental Concurrent Bond Ordinance authorizing the issuance of the Dallas/Fort Worth International Airport Joint Revenue Improvement Bonds, Series 2013A (the "2013A Bonds"), in the aggregate principal amount of \$372,240,400; and

WHEREAS, each City Council hereby finds and determines that the refunding of all or a portion of the outstanding maturities of the 2010A Bonds, 2012E Bonds, 2012F Bonds and 2013A Bonds described in Schedule I (the “Refunded Obligations”) is in the best interests of the Cities; and

WHEREAS, each City Council hereby finds and determines that because it is not practical to determine on the date hereof the net present value savings of refunding the Refunded Bonds such amount will be specified in the Officer’s Pricing Certificate; and

WHEREAS, pursuant to Sections 8.3 and 8.4 of the Master Bond Ordinance, the “Outstanding Ordinances” (as defined in the Master Bond Ordinance) and the Master Bond Ordinance may be amended with the consent of the holders of more than a majority of the combined principal amount of the Obligations then outstanding at the time of the effective date of any amendments and each Credit Provider, if applicable, or, pursuant to Section 8.4(b) of the Master Bond Ordinance, if the amendments are approved by Insurers and such other Credit Providers as applicable (all such capitalized terms having the respective meanings defined in the Master Bond Ordinance); and

WHEREAS, the City Council of each of the Cities has heretofore approved a new Fifty-Third Concurrent Bond Ordinance, effective ____, 2019 (the “Fifty-Third Supplement”) as an amendment to the Master Bond Ordinance, such Fifty-Third Supplement to be effective immediately upon the receipt of the requisite consents referenced therein; and

WHEREAS, all of the holders of the Bonds issued pursuant to this Ordinance are hereby deemed by the purchase of such Bonds to have irrevocably consented to the Fifty-Third Supplement; and

WHEREAS, each City Council finds and determines that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by Applicable Law; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1 Short Title. This Ordinance may hereafter be cited in other documents and without further description as the “Fifty-Fourth Supplemental Concurrent Bond Ordinance.”

Section 1.2 Definitions. The capitalized terms used herein, including in the preambles hereto, that are not otherwise defined herein shall have the same meanings and definitions as are applied to such terms, respectively, in, or incorporated into, the Master Bond Ordinance. Additionally, unless otherwise expressly provided or unless the context clearly requires otherwise, the following additional terms shall have the respective meanings specified below:

Authorized Officer – means each of the Chief Executive Officer, the Executive Vice President-Chief Financial Officer, or the Vice President-Treasury Management of the Board, each acting

singly, and, in the event any of such positions is renamed or otherwise reorganized, including any person holding or exercising the duties of any comparable position.

Bond - means any of the Bonds.

Bond Date - means the date of such Bonds as designated in the Officers' Pricing Certificate.

Bonds - mean the bonds described in Section 3.1 as such series and titles are authorized by separate Officer's Pricing Certificates.

Closing Date - means the dates on which each series of Bonds are actually delivered to and paid for by the Purchaser.

Code – means the Internal Revenue Code of 1986, as amended.

Designated Payment/Transfer Office - means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or such other location as may be designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Cities and such successor.

DTC - means The Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant - means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among such parties.

Initial Bond - means the Bonds described in Section 3.2 with the insertions required by Section 6.2(d) and an Officer's Pricing Certificate.

Insurer or Insurers - means the issuer of the Policy or of the Policies if more than one are issued, as certified by an Authorized Officer on the Closing Date.

Interest Payment Date - means the date or dates upon which interest on the Bonds is scheduled to be paid until the applicable Stated Maturity Date or Mandatory Redemption Date, as determined in the Officers' Pricing Certificate.

Mandatory Redemption Dates - mean the dates on which the Cities are obligated to redeem Bonds in advance of their respective Stated Maturity Dates in accordance with Section 4.4 and the Officer's Pricing Certificate.

Master Bond Ordinance – means the Master Bond Ordinance approved by the City Councils of the Cities and effective upon receipt of the consents required by the Thirtieth Ordinance.

Master Paying Agent Agreement - means the paying agent agreement previously executed by the Board and the Paying Agent/Registrar that specifies the duties and responsibilities of the Paying Agent/Registrar with respect to bonds or other obligations issued by the Cities in relation to the Airport.

Officer's Pricing Certificate(s) - means the certificate(s) to be executed by one of the Authorized Officers pursuant to Section 3.2. Multiple Officer's Pricing Certificates for multiple series of Bonds may be executed pursuant to this Ordinance.

Ordinance - means this Ordinance and all amendments hereof and supplements hereto.

Original Issue Date - means the Closing Date of each series of Bonds.

Paying Agent/Registrar - means The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

Policy or Policies - means the policy or policies, if any, of municipal bond insurance relating to the Bonds issued on the Closing Date by the Insurer or the Insurers if more than one.

Purchaser - means the person, firm or entity or the group thereof, or the representative of such group, initially purchasing the Bonds issued hereunder from the Cities pursuant to each Underwriting Agreement.

Record Date - means the 15th day of the month next preceding an Interest Payment Date.

Refunded Bonds - means those obligations designated as such in the Officers Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

Refunded Bond Candidates - means the obligations described in Schedule I attached hereto which are authorized to be designated Refunded Bonds in the Officers Pricing Certificate.

Representation Letter - means the "Blanket Letter of Representations" between the Cities and DTC, as approved ratified in Section 3.9(c).

Stated Maturity Dates - mean the respective dates on which the Bonds are stated to mature in accordance with Section 3.2(b) and the Officer's Pricing Certificate.

Underwriting Agreement - means the Underwriting Agreements hereafter entered into as contemplated and authorized in Section 3.2(b) and in the Officer's Pricing Certificates. Multiple Underwriting Agreements may be entered into for multiple series of Bonds authorized pursuant to this Ordinance and separate Officer's Pricing Certificates.

Section 1.3 **Table of Contents, Titles and Headings.** The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 **Interpretation.** (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and Section references shall mean references to Articles and Sections of this Ordinance unless designated otherwise.

(c) If any one or more of the covenants, provisions or agreements contained herein should be contrary to Applicable Law, then such covenants, provisions or agreements shall be deemed separable from the remaining covenants, provisions, and agreements hereof, and shall in no way affect the validity of the remaining covenants, provisions, and agreements contained in this Ordinance.

Section 1.5 Declarations and Additional Rights and Limitations Under Master Bond Ordinance. (a) For all purposes of the Outstanding Ordinances and the Master Bond Ordinance, as amended and supplemented, the Cities declare and provide as follows:

(i) The Bonds are Additional Obligations that are authorized by Section 3.2 of the Master Bond Ordinance.

(ii) The Bonds are not Interim Obligations.

(iii) Each Policy is a Credit Agreement, and each Insurer is a Credit Provider. However, a Policy does not create a Parity Credit Agreement Obligation. A Policy, if any, entered into for the purpose of providing all or a portion of the amount equal to the Debt Service Reserve Requirement is hereby declared to be a Credit Agreement that is on a parity with Subordinate Lien Obligations; provided however, the provisions of subsection 5.2(b) (iii) of the Master Bond Ordinance shall continue to apply with respect to any deficiencies in the Debt Service Reserve Fund, including any costs of a Policy with respect to the Debt Service Reserve Fund.

(iv) Administrative Expenses shall include the fees and expenses owed to the Paying Agent/Registrar.

(v) The amount of the Debt Service Reserve Requirement on account of the Bonds is an amount that is not less than the average annual Debt Service that will be required to be paid on or with respect to all Outstanding Obligations as of the date following the delivery of the Bonds. In the event that the amount on deposit in the Debt Service Reserve Fund is less than the amount required, the amount specified in the Officer's Pricing Certificate, pursuant to Section 8.1 shall be deposited to the Debt Service Reserve Fund out of the proceeds of the Bonds or shall be used to enter into a Credit Agreement to satisfy the Debt Service Reserve Requirement.

(vi) The Stated Maturity Dates and the Mandatory Redemption Dates established in accordance with Articles III and IV as modified by the Officer's Pricing Certificate are Principal Payment Dates for the purposes of the Master Bond Ordinance.

(vii) Each Insurer, as a Credit Provider, that is not at such time in default under its Policy is authorized to give and withdraw notices of default under the provisions of Section 7.1(vii) of the Master Bond Ordinance.

(viii) Each of the Authorized Officers is designated and appointed as an "officer" of the Cities for the limited purposes of administering this Ordinance, including particularly the related documents and agreements described herein in accordance with Chapters 1207 and 1371, Government Code, as amended, as applicable.

(ix) This Ordinance is an Additional Supplemental Ordinance.

(b) For all purposes of the Outstanding Ordinances and the Master Ordinances, as amended and supplemented, the following additional rights and limitations are granted and imposed:

(i) No amendment to the Master Bond Ordinance or this Ordinance shall be approved or adopted pursuant to any of Sections 8.2, 8.3, 8.4, or 8.5 of the Master Bond Ordinance, whether with or without the consent of the Holders, unless and until the same is approved by the Insurer that at the time is not in default under its Policy has a then current credit rating of at least investment grade by two nationally recognized rating agencies, to the extent required under the terms of the Credit Agreement.

(ii) The Cities shall have the right to amend the Outstanding Ordinances, the Master Bond Ordinance, and this Ordinance without the consent of or notice to the Holders, for any purpose not prohibited by Section 8.3 of the Master Bond Ordinance, if such amendment is approved by the Insurer that at the time is not in default under its Policy has a then current credit rating of at least investment grade by two nationally recognized rating agencies and such other Credit Providers, if any, as may be required by an Additional Supplemental Ordinance.

(iii) Whenever in this Ordinance, or in the Master Bond Ordinance, the right is granted to redeem Bonds in advance of a Stated Maturity Date, any such redemption may be accomplished with any lawfully available money. The Bonds may be redeemed according to their respective terms, and pro rata redemptions are not required.

(iv) In the event of the occurrence of an Event of Default, the right of acceleration of the Stated Maturity Date or the Mandatory Redemption Date of any Bond or of any Parity Credit Agreement Obligation is not granted as a remedy, and the right of acceleration is expressly denied.

(v) Pursuant to the terms of Section 8.4 of the Master Bond Ordinance, Holders of the Bonds confirm that the Credit Providers, whether or not related to the Bonds, have the right to consent to amendments to the Master Bond Ordinance, the Fifty-Fourth Ordinance and the Outstanding Ordinances without notice to or the consent of the Holders of the Bonds.

(c) Notwithstanding any other provision hereof, the holders of the Bonds, as evidenced by the purchase thereof, irrevocably consent to the amendment of the Master Bond Ordinance by the Fifty-Third Supplement, such Fifty-Third Supplement to be effective immediately upon receipt of the requisite consents set forth in the Master Bond Ordinance.

ARTICLE II

PURPOSES, PLEDGE AND SECURITY FOR BONDS

Section 2.1 Purposes of Ordinance. The purposes of this Ordinance are to prescribe the specific terms and provisions of the Bonds, to extend expressly the pledge, lien, security and provisions of the Master Bond Ordinance to and for the benefit of the Holders, to provide certain covenants to and for the benefit of each Insurer and/or Credit Provider, and to sell the Bonds to the Purchaser.

Section 2.2 Pledge, Security for, Sources of Payment of Bonds. (a) The pledge, the security and the filing provisions of Sections 2.2 and 2.4, respectively, of the Master Bond Ordinance are

hereby expressly restated, fixed, brought forward and granted to the Holders, and to each Insurer, as a Credit Provider.

(b) The Bonds, as "Additional Obligations" under the Master Bond Ordinance, are secured by a lien on and pledge of the Pledged Revenues and the Pledged Funds on a parity with the Prior Obligations, and any other Additional Obligations that are Outstanding, and with Parity Credit Agreement Obligations, if any, that are unpaid from time to time, as declared and provided in Section 2.2 of the Master Bond Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1 Authorization. Additional Obligations, to be designated as set forth in the Officer's Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapters 1207 and 1371, Texas Government Code, as amended and Chapter 22, Texas Transportation Code, as amended. The Authorized Officer is hereby authorized and directed to modify the title of each Series to the extent that, in the judgment of the Authorized Officer, it is necessary or appropriate. The final titles, the number of series and allocation of principal amount between each Series of Bonds shall be determined by the Authorized Officer based on market conditions in the discretion of the Authorized Officer and set forth in the Officer's Pricing Certificate for each series. The refunding must produce present value debt service savings of at least 3%. The Bonds shall be issued in the number of series and aggregate principal amount per series designated in the Officer's Pricing Certificate, provided that the aggregate principal amount of all of the Bonds shall not exceed \$1,300,000,000, for the purpose of (1) refunding all or a portion of the Refunded Bonds, as set forth in the Officer's Pricing Certificate, (2) to provide funding for the Debt Service Reserve Requirement through either the deposit of Bond proceeds or entering into a surety or such other agreement, if applicable, and (3) to pay the Cities' and the Board's costs incurred in connection with the issuance of the Bonds including the costs of the Policy or Policies of Insurance or the surety or debt service reserve agreement.

Section 3.2 Initial Date, Denominations, Number, Maturity, Initial Registered Owner, Characteristics of the Initial Bond and Expiration Date of Delegation. (a) The Initial Bonds are hereby authorized to be issued, sold, and delivered hereunder as single fully registered Bonds, without interest coupons, dated the dates designated in the Officer's Pricing Certificate, in the denomination and maximum aggregate principal amount as designated in the Officer's Pricing Certificate, numbered T-1 or as otherwise set forth in the Officer's Pricing Certificate, payable in annual installments of principal to the initial registered owner thereof (to be determined by the Authorized Officer, as hereinafter provided), or to the registered assignee or assignees of said Bond or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Bonds to be payable on the dates, respectively, and in the principal amounts, respectively, to be stated the Officer's Pricing Certificate, and as provided in this Ordinance, but with the final installment of principal (the maximum term) to be not later than November 1, 2045.

(b) As authorized by Chapters 1207 and 1371, Texas Government Code, as amended, the Authorized Officer and the City Managers are hereby authorized, appointed, and designated as the officers or employees of the Cities authorized to act on behalf of the Cities in the selling and delivering of the Initial Bonds and carrying out the other procedures specified in this Ordinance, including the determination of the prices at which the Initial Bonds will be sold, the amount of each Principal

Installment of each series issued hereunder, the due date of each Principal Installment of each series hereof, which shall be November 1 in each year in which a Principal Installment each series is due unless modified by the Officer's Pricing Certificate, the rate of interest to be borne by each Principal Installment of each series issued hereunder, the redemption features, including any requirements of Mandatory Redemption, and all other matters relating to the issuance, sale, and delivery of the Initial Bonds and each series of the Bonds provided that:

(i) each series of Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and

(ii) the combined aggregate principal amount of all the Bonds issued pursuant to this Ordinance and, authorized to be issued for the purposes described in Section 3.1 shall not exceed the maximum amount authorized in Section 3.1 hereof (\$1,300,000,000) and shall equal an amount at least sufficient to provide for the paying of the costs refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in schedule I hereto; and

(iii) all such terms and determinations pertaining to the pricing of each series of Bonds shall be based on bond market conditions and available interest rates for each series of Bonds on the date of the sale of each series of the Bonds, all as set forth in the Officer's Pricing Certificate for each series. The Refunded Bonds shall be identified in the Officer's Pricing Certificate for each series in accordance with the preceding sentence, except that if less than an entire maturity is to be refunded, the Refunded Bonds to be refunded within a maturity shall be selected as provided in the Ordinance authorizing their issuance and, if not so provided, by lot; and

(iv) prior to delivery of each series of Bonds to the Purchasers, each series of Bonds must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

(v) The Authorized Officers are hereby authorized and directed to approve the final terms and provisions of each Underwriting Agreement in accordance with the terms of the Officer's Pricing Certificate and this Ordinance, such approval being evidenced by its execution thereof by any Authorized Officer. With regard to such terms and provisions of each Underwriting Agreement, the Authorized Officer is hereby authorized to come to an agreement with the Purchasers of each series of Bonds on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Underwriters;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and Rule 15c2-12 compliance;
4. A security deposit for the Bonds;

5. The representations and warranties of the Cities and the Airport to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Underwriting Agreements;
8. The certain conditions to the obligations of the Airport and the Cities under the Underwriting Agreements;
9. Termination of the Underwriting Agreements;
10. Particular covenants of the Airport and the Cities;
11. The survival of representations made in the Underwriting Agreements;
12. The payment of any expenses relating to the Underwriting Agreements;
13. Notices; and
14. Any and all such other details that are found by the Authorized Officer to be necessary and advisable for the purchase and sale of the Bonds.

Any Authorized Officer, acting singly, is hereby authorized and directed to execute each Underwriting Agreement for and on behalf of the Board and the Cities and as the act and deed of the Board and the Cities.

(c) A portion of Bonds are expected to be issued for restructuring of the Airport's debt service requirements; however, to the extent any present value savings is achieved with the issuance of any series of Bonds pursuant to this Ordinance, such restructuring purpose and requirement is hereby deemed to be achieved.

(d) In connection with the issuance and delivery of the Bonds, the Authorized Officer, acting for and on behalf of the Cities, is authorized to set out in the Officer's Pricing Certificate such information as contemplated herein. The Officer's Pricing Certificate shall include such information as such Authorized Officer deem appropriate or is required by this Ordinance.

(e) The Authorized Officer is authorized to establish which maturity or maturities, if any, of each series of Bonds shall be insured based on recommendations of the Co-Financial Advisors of the Airport, and such Authorized Officer shall specify the name or names of the Insurer or Insurers in each Underwriting Agreement and shall specify therein which maturity or maturities, if any, will be insured.

(f) The Initial Bonds of each series (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof as provided for in this Ordinance and

in the Officer's Pricing Certificate, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Bonds of each series shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in this Ordinance and as determined by an Authorized Officer, as provided herein and in the Officer's Pricing Certificate, with such changes and additions as are required to meet the terms of each Underwriting Agreement and the Officer's Pricing Certificate, including the names as to which the Initial Bond of each series shall be registered.

(g) The authority granted to the Authorized Officer under this Section 3.2 shall expire one year from the effective date unless otherwise extended by the City Councils of each of the cities by separate action.

Section 3.3 Medium, Method and Place of Payment. (a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Bonds shall be payable to the Holders whose names appear in the Obligation Register (as defined in Section 3.5) at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Cities or the Board. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Bonds shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the Holder entitled to such payment, United States mail, first class postage prepaid, to the address of the Holder as it appears in the Obligation Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements. Upon written request of a registered owner of at least \$1,000,000 in principal amount of Bonds, all payments of the principal of, redemption premium, if any, and interest on the Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner.

(d) The principal of each Bonds shall be paid to the Holder on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on a Bond is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the Cities or in the city in which the Designated Payment/Transfer Office is located, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar and Applicable Law, unclaimed payments remaining unclaimed by the Holders entitled thereto for three years after the

applicable payment or redemption date shall be paid to the Board and thereafter neither the Cities, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds.

(g) The unpaid principal balance of each Initial Bond shall bear interest as set forth in such Initial Bond to the respective scheduled due dates, or to the respective dates of prepayment or redemption, of the Principal Installments, and said interest shall be payable to the registered owner thereof, all in the manner provided and on the dates fixed by the Authorized Officers in accordance with this Ordinance and the Officer's Pricing Certificate for each series, and with interest rates as fixed by the Authorized Officer in accordance with this Ordinance and the Officer's Pricing Certificate, and as set forth in the Underwriting Agreements.

Section 3.4 Ownership. (a) The Cities, the Board, the Paying Agent/Registrar and any other person may treat each Holder as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, and for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to each Holder on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the Cities, the Board, nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Holder in accordance with this Section shall be valid and effectual and shall discharge the liability of the Cities, the Board, and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.5 Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the Board shall cause the Paying Agent/Registrar to keep a register (the "Obligation Register") at its principal trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Ownership of any Bond may be transferred in the Obligation Register only upon the presentation and surrender thereof at the Paying Agent's Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Obligation Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided

herein, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds shall be delivered by the Paying Agent/Registrar to the registered owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall convert and exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original contractual obligation of the Cities and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The Board will pay, as Administrative Expenses, the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of the Bonds, but the Paying Agent/Registrar will require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Bond. In addition, the Cities hereby covenant with the Holders of the Bonds that the Board will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Bonds as provided herein.

(f) Neither the Cities, the Board, nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond.

Section 3.6 Cancellation and Authentication. All Bonds paid or redeemed before their Stated Maturity Dates in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the canceled Bonds in accordance with Applicable Law.

Section 3.7 Temporary Bonds. (a) Following the delivery and registration of the Initial Bond issued hereunder and pending the preparation of definitive Bonds, the proper officers of the Cities may execute and, upon the Cities' or the Board's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Cities executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The Cities or the Board, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.8 Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Cities, the Board, or the Paying Agent/Registrar may require the Holder of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to Subchapter D of Chapter 1201, Government Code, as amended, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Holder first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, the Board and the Cities to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the Cities and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Cities, the Board, and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Cities, the Board, or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original contractual obligation of the Cities and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.9 Book-Entry Only System. (a) The definitive Bonds for each series shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Cities, the Board, and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the Cities, the Board, and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Holder, as shown on the Obligation Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Cities, the Board, and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Obligation Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the Obligation Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Cities' obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the register, shall receive a certificate evidencing the obligation of the Cities to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The "Blanket Representation Letter" setting respective duties with respect to the Bonds has been previously executed and delivered by an Authorized Officer of the Airport and made applicable to the Bonds delivered in book-entry-only form to DTC, as securities depository therefor, is hereby ratified and approved for the Bonds.

Section 3.10 Successor Securities Depository. In the event that the Cities, the Board, or the Paying Agent/Registrar determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Cities, the Board, or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Obligation Register in the name of Cede & Co., as nominee of DTC, but may be

registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.11 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1 Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and the Officer's Pricing Certificate.

Section 4.2 Optional Redemption. (a) The Authorized Officer shall specify in the Underwriting Agreements, Officer's Pricing Certificates, Initial Bonds, and in the Bonds such rights of optional redemption, if any, and the Redemption Prices therefor that are to be reserved by the Cities.

(b) To the extent the Bonds are subject to optional redemption, the Board, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of the Bonds to be redeemed.

Section 4.3 Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.2, the Board shall have the right to determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call at random the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption as determined by the Board in its sole discretion.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.5 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the Board in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.4 Mandatory Redemption of Certain Bonds. (a) The Authorized Officer shall specify in the Underwriting Agreements, Officer's Pricing Certificates, Initial Bonds and in the Bonds such obligations to redeem the Bonds mandatorily, and the Redemption Prices therefor, as are to be imposed on the Cities.

(b) Subject to the provisions of subsection (c) of this Section, when less than all of the Bonds of a specified maturity on a specified Stated Maturity Date are required to be redeemed as determined in accordance with this Section, the Board, acting on behalf of the Cities, shall have the right and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof within a maturity, that are to be called for redemption. A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate amount equal to the unredeemed portion of the Bond so surrendered.

(c) In lieu of the procedure described in subsection (b) of this Section, if less than all of the Bonds of a Stated Maturity Date are required to be redeemed, the Cities and the Board shall have the right to accept tenders of Bonds of the applicable Stated Maturity Date and to purchase Bonds of such maturity in the open markets at any price that is less than the applicable Redemption Price for the Bonds required to be redeemed.

Section 4.5 Notice of Redemption to Holders. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, or by such other means as is acceptable to such Holders, not less than 30 days before the date fixed for redemption, to the Holder of each Bond (or part thereof) to be redeemed, at the address shown on the Obligation Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

Section 4.6 Conditional Notice of Redemption. With respect to any optional redemption of Bonds, unless certain prerequisites to such redemption required by the Master Bond Ordinance or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent shall notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 4.7 Payment Upon Redemption. (a) Before or on each redemption date, the Board on behalf of the Cities shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the Board and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed, or the tender or negotiated price in the case of Bonds tendered or purchased under Section 4.4(c).

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.8 Effect of Redemption. (a) Notice of redemption having been given as provided in Section 4.5 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Cities fail in their obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon on the date fixed for redemption, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the Cities shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the Cities.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1 Appointment of Initial Paying Agent/Registrar. The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Bonds, under and subject to the terms and provisions of the Master Paying Agent Agreement.

Section 5.2 Qualifications. The Paying Agent/Registrar shall be a commercial bank, a trust company organized under applicable laws, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.3 Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are Outstanding, the Cities will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Board will promptly appoint a replacement.

Section 5.4 Termination. The Cities, acting through the Board, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.5 Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the Board will cause notice of the change to be sent to each Holder and Insurer by first class United States mail, postage prepaid, at the address in the Obligation Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6 Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Bond

Ordinance and this Ordinance, and is deemed to have agreed to the provisions thereof, and to perform the duties and functions of Paying Agent/Registrar prescribed therein and herein.

Section 5.7 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Obligation Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.1 Form Generally. (a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance or the Officer's Pricing Certificates, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Board.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds, including the Initial Bonds submitted to the Attorney General of Texas and any temporary Bonds, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.2 Form of Bond. The forms of Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows for each Bond of each series:

(a) [Form of Bond]

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas
Cities of Dallas and Fort Worth

**DALLAS/FORT WORTH INTERNATIONAL AIRPORT
JOINT REVENUE BOND, SERIES ____¹**

INTEREST RATE:	MATURITY DATE:	ORIGINAL ISSUE DATE:	CUSIP NO.:
_____%	_____, _____	_____, 2019	_____

The Cities of Dallas and Fort Worth, Texas (the “Cities”), for value received, hereby promise to pay to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of _____, 2019², or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on May 1 and November 1 of each year, commencing _____, 2019.³ Interest on the Bonds shall accrue from the date of the initial delivery thereof.

Capitalized terms appearing herein that are defined terms in the Ordinances defined below, have the meanings assigned to them in the Ordinances. Reference is made to the Ordinances for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of The Bank of New York Mellon Trust Company, N.A. or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the

¹ To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.

² To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.

³ To be completed pursuant to the Officer’s Pricing Certificate for the Bonds.

person to whom interest is to be paid. Upon written request of a registered owner of at least \$1,000,000 in principal amount of Bonds, all payments of the principal of, redemption premium, if any, and interest on the Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the Cities or in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated _____, 2019⁴ issued in the aggregate principal amount of \$ _____⁵ issued pursuant to the authority of Chapter 22, Texas Transportation Code, as amended, Chapters 1207 and 1371, Texas Government Code, as amended and the "Master Bond Ordinance," as defined in the Fifty-Fourth Supplemental Concurrent Bond Ordinance adopted concurrently by the City Councils of the Cities (the "Fifty-Fourth Supplemental Ordinance"). The Master Bond Ordinance and the Fifty-Fourth Supplemental Ordinance are herein collectively referred to as the "Ordinances." This Bond is one of the Additional Obligations authorized by the Ordinances and is subject to the terms and provisions thereof. The Ordinances and their respective terms and provisions are incorporated herein for all purposes. As set forth in the Fifty-Fourth Supplemental Ordinance any owner hereof is deemed to have irrevocably consented to the Fifty-Third Supplemental Concurrent Bond Ordinance adopted by the City Councils of the Cities (as defined in the Fifty-Fourth Supplemental Ordinance).

The Bonds were issued by the Cities for the purposes of obtaining funds to refund certain obligations previously issued by the Cities/pay costs of capital improvements at the Airport (including capitalized interest, if any), to provide funding for the Debt Service Reserve Requirements through either the deposit of Bond proceeds or entering into a surety or such other agreements, and to pay the Cities' and the Board's costs incurred in connection with the issuance of the Bonds, including the costs of the Policy or Policies for Insurance, if any, or the surety or debt service reserve agreement.

The Bonds and the interest thereon are payable from, and are secured by a first lien on and pledge of the Pledged Revenues and the Pledged Funds.

The lien on and pledge of the Pledged Revenues and Pledged Funds created and granted in the Ordinances in favor of the Bonds is on a parity with the lien and pledge thereof granted by the Cities in favor of the Holders of Outstanding Obligations, the Initial Obligations, and any Additional Obligations or Parity Credit Agreement Obligations that may be issued or executed pursuant to the Master Bond

⁴ To be completed pursuant to the Officer's Pricing Certificate for the Bonds.

⁵ To be completed pursuant to the Officer's Pricing Certificate for the Bonds.

Ordinance, as defined and permitted therein. The Cities have reserved the right in the Ordinances to issue Additional Obligations and Parity Credit Agreement Obligations that, after issuance, may be secured by liens on and pledges of the Pledged Revenues and Pledged Funds on a parity with the lien thereon in favor of the Bonds.

The Cities have also reserved the right in the Ordinances to issue Subordinate Lien Obligations, and Net Revenue Obligations and Credit Agreement Obligations in connection therewith, provided the lien and pledge securing the same are expressly made junior and subordinate to the pledge and lien securing the Obligations and Parity Credit Agreement Obligations.

All covenants requiring the Cities to pay principal and interest or other payments on Obligations, Subordinate Lien Obligations, Net Revenue Obligations, and Credit Agreement Obligations shall be joint, and not several, obligations, and all monetary obligations shall be payable and collectible solely from the revenues and funds expressly pledged thereto by the Ordinances or by an Additional Supplemental Ordinance, such revenues and funds being owned in undivided interests by the City of Dallas (to the extent of 7/11ths thereof) and by the City of Fort Worth (to the extent of 4/11ths thereof); and, each and every Holder shall by his acceptance of this Bond consent and agree that no claim, demand, suit, or judgment for the payment of money shall ever be asserted, filed, obtained or enforced against either of the Cities apart from the other City and from sources other than the funds and revenues pledged thereto; and no liability or judgment shall ever be asserted, entered or collected against either City individually, except out of such pledged revenues and exceeding in the case of Dallas an amount equal to 7/11ths of the total amount asserted or demanded, and in the case of Fort Worth an amount equal to 4/11ths of the total amount asserted or demanded. The Holders hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

[The Cities have reserved the right and option to redeem the Bonds maturing in the years ____ through ____, inclusive, in whole or part, in principal amounts equal to \$5,000 or any integral multiple thereof, before their respective maturity dates, on November 1, ____, or on any date thereafter, at a price equal to the principal amount thereof, plus interest to the date fixed for redemption, without premium.]⁶

⁶ Optional redemption provisions to be inserted pursuant to the Officer's Pricing Certificate for the Bonds.

[The Bonds maturing November 1, ____ November 1, ____, November 1, ____ and November 1, ____ shall be redeemed prior to stated maturity in part at random on November 1 as indicated, in each of the years set forth below from moneys required to be deposited to the credit of the Debt Service Fund at the principal amount thereof and accrued interest to date of redemption, without premium. Such required sinking fund installments as to each maturity are as follows:

BONDS MATURING NOVEMBER 1, ____

<u>Year</u>	<u>Amount</u>
-------------	---------------

BONDS MATURING NOVEMBER 1, ____

<u>Year</u>	<u>Amount</u>
-------------	---------------

BONDS MATURING NOVEMBER 1, ____

<u>Year</u>	<u>Amount</u>
-------------	---------------

BONDS MATURING NOVEMBER 1, ____

<u>Year</u>	<u>Amount</u>
-------------	---------------

BONDS MATURING NOVEMBER 1, ____

<u>Year</u>	<u>Amount</u>
-------------	---------------

The Paying Agent/Registrar will select at random the specific Bonds (or with respect to Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the Board on behalf of the City, by the principal amount of any Bonds having the same maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Board on behalf of the City at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]⁷

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be

⁷ Mandatory redemption provisions to be inserted pursuant to the Officer's Pricing Certificate for the Bonds.

redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

With respect to any optional redemption of Bonds, unless certain prerequisites to such redemption required by the Master Bond Ordinance or this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent shall notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

As provided in the Ordinances, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the Cities, the Board, nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The Cities, the Board, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the Cities, the Board, nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law.

IN WITNESS WHEREOF, the City Council of the City of Dallas, Texas, has caused the facsimile seal of that City to be placed hereon and this Bond to be signed by the facsimile signature of its Mayor and countersigned by the facsimile signatures of its City Manager and City Secretary; and the City Council of the City of Fort Worth, Texas, has caused the facsimile seal of that City to be placed hereon and this Bond to be signed by the facsimile signature of its Mayor, countersigned by the facsimile signature of its City Secretary, and approved as to form and legality by its City Attorney.

COUNTERSIGNED:

City Manager,
City of Dallas, Texas

Mayor,
City of Dallas, Texas

City Secretary,
City of Dallas, Texas

COUNTERSIGNED:

City Secretary,
City of Fort Worth, Texas

Mayor,
City of Fort Worth, Texas

APPROVED AS TO FORM AND LEGALITY:

City Attorney,
City of Fort Worth, Texas

(b) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Ordinances. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated:

By: _____
Authorized Signatory

(c) [Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

_____ (Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner satisfactory to the Paying Agent/Registrar.

(d) Initial Bond Insertions.

(i) The Initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(B) in the first paragraph:

the words "on the Maturity Date" shall be deleted and the following will be inserted:

(C) "on _____ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(D) (Information to be inserted in accordance with the Officer's Pricing Certificate; and

(E) the Initial Bond shall be numbered TC-1.

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond in lieu of the Certificate of the Paying Agent/Registrar:

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and approved this Bond as required by law, and that he finds that it has been issued in conformity with the constitution and laws of the State of Texas, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

Section 6.3 CUSIP Registration. The Cities may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Cities, the Board, nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.4 Legal Opinion. The approving legal opinions of McCall, Parkhurst & Horton L.L.P., and Mahomes Bolden PC, Co-Bond Counsel, shall be delivered to the Paying Agent/Registrar and the delivery thereof shall be acknowledged by the Paying Agent/Registrar on behalf of the Holders of the Bonds.

ARTICLE VII

EXECUTION, APPROVAL, REGISTRATION, SALE AND DELIVERY OF BONDS AND RELATED DOCUMENTS

Section 7.1 Method of Execution, Delivery of Initial Bond. (a) Each of the Bonds shall be signed and executed on behalf of the City of Dallas by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signatures of its City Manager and City Secretary, and the corporate seal of that City shall be impressed, printed, lithographed or otherwise reproduced or placed on each bond. Each of the Bonds shall be signed and executed on behalf of the City of Fort Worth by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Secretary; the same shall be approved as to form and legality by the manual or facsimile signature of the City Attorney of the City, and its corporate seal shall be impressed, printed, lithographed or otherwise reproduced or placed upon each bond. All manual or facsimile signatures placed upon the Bonds shall have the same effect as if manually placed thereon, all to be done in accordance with Applicable Law.

(b) In the event the Mayor, City Secretary, City Manager or City Attorney of either of the Cities is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem, the Assistant City Secretary, an Assistant City Manager or an Assistant City Attorney, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary, and an Assistant City Manager and an Assistant City Attorney shall, for the purposes of this Ordinance, have the same force and effect as if such duties were performed by the Mayor, City Secretary, City Manager and City Attorney, respectively. If any official from either City whose manual or facsimile signature shall appear on the Bonds, shall cease to be such official before the Authentication of the Bonds or before delivery of the Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purpose as if such official had remained in such office.

(c) On the Closing Date, one "Initial Bond," of each series representing the entire principal amount of all Bonds of such series and the terms set forth in each Officer's Pricing Certificate applicable thereto, payable in stated installments to the Purchasers or its designee, executed by manual or facsimile signatures of the Mayors and the City Manager of the City of Dallas and countersigned by the City Secretaries of the Cities and approved as to form and legality by the City Attorney of the City of Fort Worth, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Purchaser of each series or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver to DTC on behalf of the Purchaser registered definitive Bonds for each maturity of each series as described in Section 3.7.

(d) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/ Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the Cities, and has been registered by the Comptroller.

Section 7.2 Approval and Registration. The Board is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Chairman, and the officers and employees of the Board and of the Cities are hereby authorized and instructed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds or the Initial Bond to the Attorney General of the State of Texas and to assure the investigation, examination and approval thereof by the Attorney General and their registration by the Comptroller of Public Accounts. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for him) shall manually sign the Comptroller's Registration Certificate accompanying the Bonds and the seal of the Comptroller shall be impressed, or placed in facsimile, on such certificate. The Chairman of the Board and the Chief Executive Officer of the Airport shall be further authorized to make such agreements and arrangements with the purchasers of Bonds and with the Paying Agent/Registrar as may be necessary to assure that such Bonds will be delivered to such purchasers in accordance with the terms of sale.

Section 7.3 Approval of Credit Agreements. The Board is authorized to enter into Credit Agreements relating to the Bonds from time to time while the Bonds are Outstanding in accordance with Applicable Law.

Section 7.4 Official Statement. The preparation, execution and delivery of a preliminary official statement and a final official statement for the Bonds and any supplements thereto which may be necessary to accomplish the issuance of Bonds are hereby authorized, in such form and with such changes therein as shall be approved by an Authorized Officer or the Board, with an Authorized Officer's execution of the Officers Pricing Certificate for the Bonds to constitute conclusive evidence of such approval.

Section 7.5 Attorney General Modification. In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of each City and such City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

Section 7.6 Further Action. The Authorized Officers and each of them are authorized, empowered and directed to execute such other documents in addition to those enumerated herein and to take such other actions as they deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

Section 7.7 Refunding and Redemption of Refunded Bonds. (a) The Cities hereby direct that the Refunded Bonds, or portions thereof specified in each Officer's Pricing Certificate, be called for redemption on the date or dates set forth in the Officer's Pricing Certificate (the "Redemption Date") and that the paying agent for the Refunded Bonds (the "Escrow Agent") deposit an amount sufficient, with investment earnings thereon, if any, to pay the amount due on the Refunded Bonds on the Redemption Date (the "Redemption Date"), all in accordance with the form of notice of redemption prepared by the Escrow Agent and attached to the Escrow Agreement. The Refunded Bonds shall not bear interest after the Redemption Date.

(b) The Authorized Officer is hereby authorized to enter into an escrow agreement (the "Escrow Agreement") with the Escrow Agent. The Escrow Agent is authorized to take such steps as may be necessary or appropriate to purchase securities and to create and fund the Escrow Fund pursuant to the Escrow Agreement through the use of the proceeds of the Bonds and other lawfully available monies, and to use such monies to redeem the Refunded Bonds on the Redemption Date.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Deposit and Uses of Bond Proceeds. The proceeds received from the sale of the Bonds, together with other available funds, if any, shall be applied as follows: (i) an amount as specified in the Officer's Pricing Certificate shall be deposited to the Debt Service Reserve Fund or shall be used to purchase a Credit Agreement, which together with the amount on deposit therein, is equal to the Debt Service Reserve Requirement; (ii) an amount, specified in the Officer's Pricing Certificate shall be deposited into the Escrow Fund for the Refunded Bonds; and (iii) an amount specified in the Officer's Pricing Certificate, equal to the Cities' and the Board's costs of issuance of the Bonds will be deposited as directed by an Authorized Officer.

Section 8.2 Payment of the Bonds. While any of the Bonds are outstanding and unpaid, the Board shall make available to the Paying Agent/Registrar, out of the Debt Service Fund or the Debt Service Reserve Fund, the amounts and at the times required by this Ordinance and the Master Bond Ordinance, money sufficient to pay when due all amounts required to be paid by this Ordinance, the Master Bond Ordinance, the Outstanding Ordinances, and the Additional Supplemental Ordinances, if any, that authorize the issuance of the Initial Obligations or Additional Obligations.

Section 8.3 Representations and Covenants. (a) The Cities and the Board will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Master Bond Ordinance and this Ordinance; the Cities will promptly pay or cause to be paid from Pledged Revenues the principal of, interest on, and premium, if any, with respect to, each Bond on the dates and at the places and manner prescribed in each Bond; and the Cities will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by the Master Bond Ordinance and this Ordinance.

(b) The Cities are duly authorized by Applicable Law to issue the Bonds; all action on their part for the issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Holders are and will be valid and enforceable special obligations of the Cities and the Board in accordance with their terms.

(c) The Board, the officers, employees and agents are hereby directed to observe, comply with and carry out the terms and provisions of this Ordinance.

Section 8.4 Bond Insurance. The Bonds may be offered with one or more commitments for bond insurance provided by the Insurer or Insurers, with the bond insurance to be evidenced by one or more of the then current legal forms of the Policy or Policies. The Cities may sell one or more maturities of the Bonds based on such insurance but are not required to obtain bond insurance from another source if the Insurer does not honor or is unable to honor its obligations to deliver the Policy or Policies on the Closing Date. In the event that any of the Bonds are insured, the covenants and representations of the Cities relating to insurance shall be set forth in the Officer's Pricing Certificates.

Section 8.5 Issuance of Taxable Bonds. The Bonds are not obligations described in section 103(a) of the Code.

ARTICLE IX

REPEAL, SEVERABILITY, AND EFFECTIVE DATE

Section 9.1 Ordinance Irrepealable. After any of the Bonds shall be issued, this Ordinance shall constitute a contract between the Cities, the Holders, and each Insurer, and this Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled, refunded or discharged or provision for the payment thereof shall be made.

Section 9.2 Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or lack of enforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance. If any Section, paragraph, clause or provision of the Contract and Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or lack of enforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of the Contract and Agreement, or of any other provisions of this Ordinance not dependent directly for effectiveness upon the provision of the Contract and Agreement thus declared to be invalid and unenforceable.

Section 9.3 Effective Date. This Ordinance, when duly passed by both Cities, shall be in full force and effect.

PASSED BY THE FORT WORTH CITY COUNCIL THIS _____ DAY OF _____, 2019.

ATTEST:

Mayor
City of Fort Worth, Texas

City Secretary
City of Fort Worth

APPROVED AS TO FORM AND LEGALITY:

City Attorney
City of Fort Worth, Texas

THE STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF FORT WORTH §

I, Mary J. Kayser, City Secretary of the City of Fort Worth, Texas, do hereby certify:

1. That the above and foregoing is a true and correct copy of an Ordinance, duly presented and passed by the City Council of the City of Fort Worth, Texas, at a regular meeting held on _____, 2019, as same appears of record in the Office of the City Secretary.

2. That said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND and the Official Seal of the City of Fort Worth, Texas, this __ day of _____, 2019.

City Secretary,
City of Fort Worth, Texas

(SEAL)

APPROVED AND ADOPTED BY THE DALLAS CITY COUNCIL THIS _____, 2019.

CITY OF DALLAS:

_____,
City Manager

APPROVED AS TO FORM:

_____,
City Attorney

By: _____
City Manager

By: _____
City Attorney

THE STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF DALLAS §

I, Rosa Rios, City Secretary of the City of Dallas, Texas, do hereby certify:

1. That the above and foregoing is a true and correct copy of an excerpt from the minutes of the City Council of the City of Dallas, had in regular meeting, _____, 2019, confirming the passage of Dallas/Fort Worth International Airport Fifty-Fourth Supplemental Concurrent Bond Ordinance authorizing the issuance of Dallas/Fort Worth International Airport Joint Revenue Bonds which ordinance is duly of record in the minutes of said City Council.

2. That said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND and seal of the City of Dallas, Texas, this ____ day of _____, 2019.

City Secretary,
City of Dallas, Texas

(SEAL)

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

All or any portion of the following outstanding bonds that are set for in the Officer's Pricing Certificate:

CITY COUNCIL MEETING

Tuesday, May 21, 2019

RISK MANAGEMENT REPORTING PERIOD 5/8/2019 – 5/14/2019

Claims listed on this report have been received in the Risk Management Division claims office and either have been or will be thoroughly investigated. The decision whether or not to accept liability is predicated on applicable provisions of the Texas Tort Claims Act. If any claimant contacts you, please refer them to Mark Barta ext. 7790 or Sophia Gatewood ext. 7784. Thank you.

CLAIMANT	DATE RECEIVED	DATE OF INCIDENT	LOCATION	INCIDENT TYPE	ALLEGATION	DEPT	ESTIMATE	INJURY
Del Pozo, Paulina	4/7/2019	4/7/2019	Southwest	Auto	Collision - Driving	Police	Yes	Yes
Holligan, Christina	5/8/2019	4/15/2019	Western Ctr	General Liability	Pot Hole	TPW	Yes	No
Freeney, Eric	5/9/2019	5/5/2019	South Frwy	Auto	Collision - Driving	Police	No	Yes
Seals, Jason	5/13/2019	4/23/2019	Rio Costilla Rd	General Liability	Stationary Object	TPW	No	No
Smith, Doris	5/14/2019	3/27/2019	Cloverdale	General Liability	Property Damage	Police	Yes	No
Grammer, Sharon	5/14/2019	5/6/2019	13th St	General Liability	Property Damage	TPW	No	No
Fuller, Gary	5/14/2019	4/1/2019	Circle Ridge	General Liability	Fence Damage	PACS	No	No
Cryer, Lenard	5/14/2019	4/1/2019	Madeira Dr	General Liability	Property Damage	TPW	No	No
Robinson, John	5/14/2019	2/21/2019	Miller Ave	General Liability	Water Line Damage	Water	No	No

To the Mayor and Members of the City Council**May 21, 2019**

Page 1 of 1



First Public Hearing for Strategic Partnership Agreement with the Morningstar Ranch Municipal Utility District No. 1 of Parker County (the District) which encompasses approximately 737.227 acres of land in Fort Worth's extraterritorial jurisdiction in Parker County. (FUTURE COUNCIL DISTRICT 3)

Morningstar Ranch Municipal Utility District No. 1 of Parker County (the "District") encompasses 737.227 acres of land in Fort Worth's extraterritorial jurisdiction in Parker County. The District is generally located at the northeast corner of the intersection of Old Weatherford Road and Farmers Road 3325.

On this agenda, the City Council is holding the first of two public hearings to consider entering into a Strategic Partnership Agreement between the City of Fort Worth and the District. City Council will consider comments on issues related to the Strategic Partnership Agreement. Each member of the public who wishes to present testimony or evidence regarding the Strategic Partnership Agreement will be given the opportunity to do so.

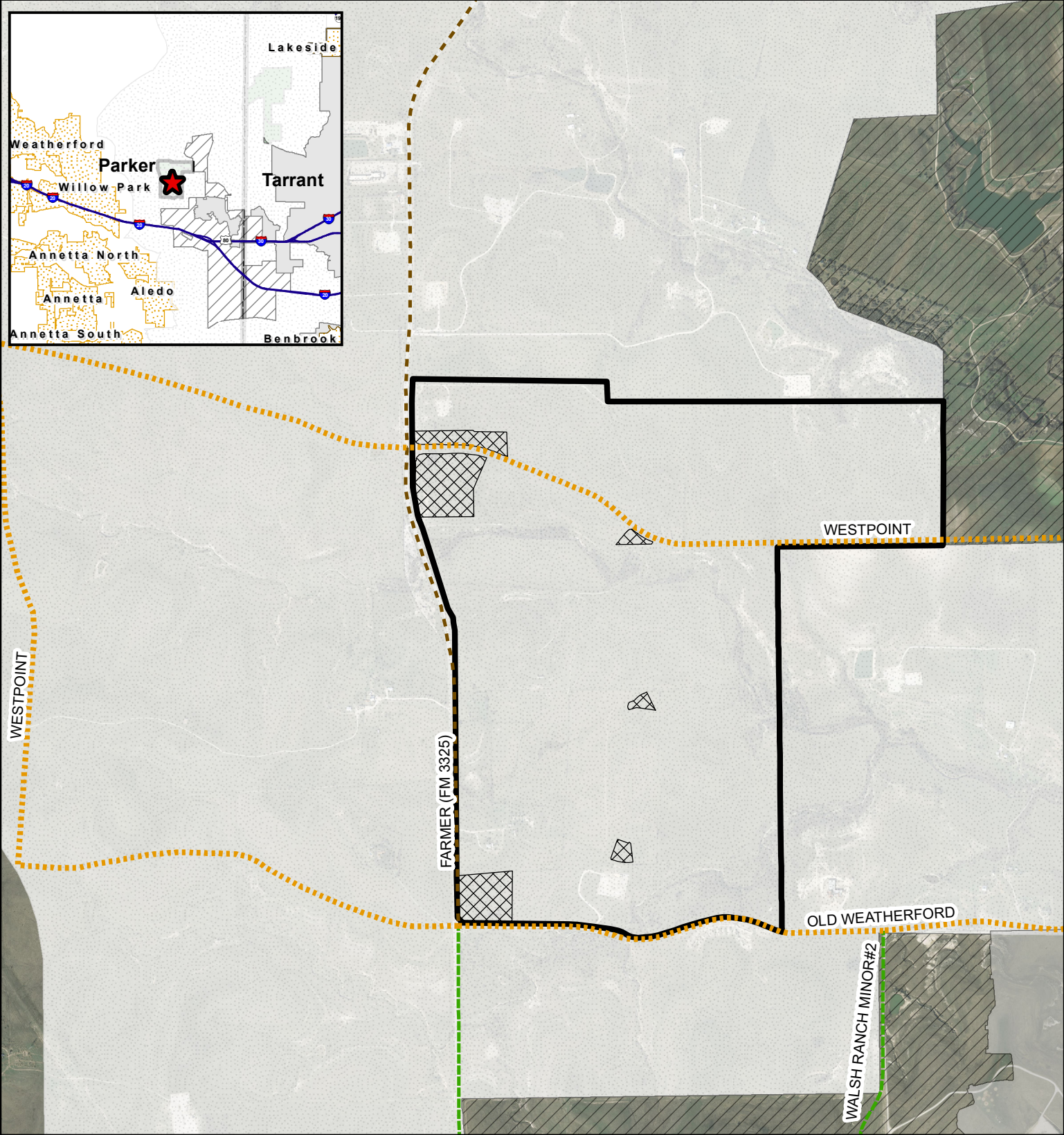
The Strategic Partnership Agreement will set terms and conditions where the District is willing to allow the City to annex commercial use areas of the development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such areas. To facilitate the limited purpose annexation by the City of the commercial use area of the development, the owner will submit to the City a petition requesting and consenting to the limited purpose annexation of approximately 33.194-acres of land for commercial use. An exhibit is included with this report to show the location of the commercial areas. Two public hearings are being held for the Strategic Partnership Agreement on May 21st and June 4th.

Attachments (2)

Morningstar Ranch

Municipal Utility District No. 1 (approx. 737.227 acres)

Exhibit A



- City of Fort Worth**
- Full Purpose
 - Limited Purpose
 - Extrateritorial Jurisdiction
- Morningstar Ranch**
- Commercial Tracts

- Master Thoroughfare Plan Land Use**
- Commercial Connector
 - Neighborhood Connector
 - System Link
- County Boundaries**
- Adjacent City



0 0.125 0.25 0.5 Miles

1:20,000



Planning & Development Department
05/02/2019

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STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF FORT WORTH, TEXAS AND
MORNINGSTAR RANCH MUNICIPAL UTILITY
DISTRICT NO. 1 OF PARKER COUNTY

STATE OF TEXAS

COUNTY OF PARKER

This Strategic Partnership Agreement (this "Agreement") is entered into by the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Johnson, Parker, and Wise Counties, Texas (the "City"), acting by and through its authorized Assistant City Manager, and Morningstar Ranch Municipal Utility District No. 1 of Parker County (the "District"), acting by and through its duly authorized Board of Directors, under the authority of Section 43.0751 of the Texas Local Government Code ("Local Government Code").

RECITALS

A. Local Government Code, Section 43.0751 (the "Act"), authorizes the City and a municipal utility district to negotiate and enter into a strategic partnership agreement by mutual consent.

B. This Agreement authorizes the City to annex certain tracts of land within the District that have been or may in the future be designated for commercial use for limited purposes for the purpose of collecting Sales and Use Tax Revenues within such commercial tracts and to annex all land within the District for full purposes on terms acceptable to the City and the District.

C. Pursuant to this Agreement the City will pay to the District an amount equal to a portion of such Sales and Use Tax Revenues, which may be used to fund the installation and construction of Infrastructure and for other purposes in accordance with this Agreement.

D. The District and the City acknowledge that this Agreement provides benefits to each party, including revenue, services and regulatory benefits.

E. The District and the City acknowledge that this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forgo annexation of the District.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the District and the City agree as follows:

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ARTICLE I
FINDINGS

A. The District is a conservation and reclamation district created by the Texas Commission on Environmental Quality (“TCEQ”) pursuant to Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code.

B. On December 4, 2007, the City Council adopted Resolution No. 3560-12-2007 consenting to the creation of the District (the “Consent Resolution”) and approved that certain Agreement Concerning Creation and Operation of Morningstar Ranch Municipal Utility District No. 1 of Parker County (City Secretary Contract No 36198, M & C-22562) (the “Consent Agreement”).

C. The District encompasses approximately 552.377 acres, more or less, all of which are located within Parker County, Texas, and within the extraterritorial jurisdiction or the City as shown on Exhibit A and described in Exhibit B attached to this Agreement (the “Property”).

D. WYA The Ranch at Mary's Creek, Ltd., a Texas limited partnership (“Owner”), has represented to the City and the District that it owns the Property.

E. Owner and the City have entered into the Development Agreement for Morningstar Ranch (City Secretary Contract No. 36202, M & C-22562) (the “Development Agreement”) and a Restatement of and Amendment to SCS No. 36202 Development Agreement Between the City and FFWF Holding, Inc. and FG Aledo Development, LLC (City Secretary Contract No. 36202-A1, M&C C-27321) (the “Restated Development Agreement”) governing the Property and the 552.377 acres encompassed by Morningstar Ranch Municipal Utility District No. 1 of Parker County (“District One”), which includes land use and development standards that are designed to produce a quality mixed-use development and which provides, among other things, that commercial development may occur on Tract 3, consisting of approximately ____ acres, as shown on Exhibit C and described on Exhibit D attached to this Agreement.

F. The City Council and Owner have entered into the Utility Agreement for Morningstar Ranch (City Secretary Contract No. 36195, M & C-22562) (the “Utility Agreement”) and the First Amendment to Utility Agreement (City Secretary of Contract No. 36195-A1) (the “First Amended to Utility Agreement”) and the Amended and Restated Utility Agreement for Morningstar Ranch (City Secretary Contract No. 36195-A2) relating to the provision of water and wastewater service and the construction, ownership, operation and maintenance of water and wastewater infrastructure to serve the Property and the land included in District One.

G. The City and the District desire to enter into this Agreement providing for limited purpose annexation of the portions of the Property within which commercial uses may occur for the purpose of collecting Sales and Use Tax Revenues within the annexed areas in accordance with Subsection (k) of the Act, and for the sharing of Sales and Use Tax Revenues between the City and the District.

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H. The District provided notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Original Commercial Property, as defined below, in accordance with the procedural requirement of the Act.

I. The Board of Directors of the District conducted two public hearings regarding this Agreement and the proposed limited purpose annexation of the Original Commercial Property, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act on _____, 200_, at _____.m. at _____ and on _____, 200_, at _____.m. at _____.

J. The Board of Directors of the District approved this Agreement on _____, 20__, in open session at a meeting held in accordance with Chapter 551 of the Government Code.

K. City provided notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Original Commercial Property, in accordance with the procedural requirements of the Act.

L. The City Council conducted two public hearings regarding, this Agreement and the proposed limited purpose annexation of the Original Commercial Property, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act on _____, 20__, at _____.m., at the City Council Chambers and on _____, 20__, at _____.m., at the City Council Chambers.

M. The City Council approved this Agreement on _____, 20__, in open session at a meeting held in accordance with Chapter 551 of the Government Code (M & C _____), which approval occurred after the Board of Directors of the District approved this Agreement.

N. All procedural requirements imposed by law for the adoption of this Agreement have been met.

O. Pursuant to the Consent Agreement, the Utility Agreement and the First Amendment to the Utility Agreement, the District will construct or cause to be constructed, certain water and wastewater facilities within the boundaries of the Property and outside the boundaries of the Property as required to connect such facilities to the City's water and wastewater systems, all in accordance with City standards. The District shall dedicate such facilities to the City, which shall operate and maintain such facilities as part of the City's water and wastewater systems in accordance with the terms of the Utility Agreement.

P. Pursuant to the Consent Agreement, the District will construct, operate, and maintain or cause to be maintained drainage and road systems within the District in accordance with City standards.

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Q. In accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other.

ARTICLE II DEFINITIONS

Terms used in this Agreement shall have the following meanings:

“Act” means the Texas Local Government Code Section 43.0751, and any amendments thereto.

“Additional Commercial Property” means any property within the District Boundaries designated for commercial use, other than the Original Commercial Property.

“Agreement” means this Strategic Partnership Agreement between the City and the District.

“Board” means the Board of Directors of the District.

“Bond” means (a) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (b) any other type of obligation that (1) is issued or incurred by the District under the District's borrowing power, without regard to whether it is subject to annual appropriation, and (2) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding bonds but shall not include reimbursement agreements entered into between the District and a developer of the Property or bond anticipation notes.

“City” means the City of Fort Worth, Texas, a home rule municipality located in Tarrant, Wise, Parker, Johnson, and Denton Counties.

“City Council” means the City Council of the City.

“City Secretary” means the City Secretary of the City.

“City Manager” means the City Manager of the City.

“City Share” means the City's share of Sales and Use Tax Revenues as defined by **Section 4.02** of this Agreement.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Consent Agreement” means the Agreement Concerning Creation and Operation of Morningstar Ranch Municipal Utility District No. 1 of Parker County, by and among the City, the District, and Owner, which was approved by the City Council on December 4, 2007 (City Secretary Contract No. 36198, M & C-22562).

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“Development Agreement” means the Development Agreement for Morningstar Ranch, between the City and Owner, which was approved by the City Council on December 4, 2007 (City Secretary Contract No. 36202, M & C-22562).

“District” means the Morningstar Ranch Municipal Utility District No. 1 of Parker County.

“District Boundaries” means boundaries of the District, consisting, of the boundaries of the 380.316-acre tract as shown on Exhibit A and described on Exhibit B.

“District Confirmation Date” means the date on which the Board of Directors of the District canvasses the results of the election held within the District confirming the creation the District.

“District Share” means the District's share of Sales and Use Tax Revenues as defined by **Section 4.02** of this Agreement.

“ETJ” means the extraterritorial jurisdiction of a city as defined by the Local Government Code, as amended, with the City's ETJ being an unincorporated area presently extending five miles from the City's corporate limits, excluding other incorporated municipalities and their respective ETJ's.

“Finance Director” means the Director/Chief Financial Officer of the City's Finance Department.

“First Amendment to Utility Agreement”) means the first amendment to the Utility Agreement for Morningstar Ranch (City Secretary of Contract No. 36195-A1).

“Government Code” means the Texas Government Code, as amended.

“Infrastructure” means all water, wastewater, drainage, roadway and other infrastructure improvements installed or constructed to serve the Property, whether located within or outside the Property.

“Limited Purpose Annexation Period” means the period commencing on the effective date of the limited purpose annexation of any Limited Purpose Property and ending upon the full purpose annexation or disannexation of such property.

“Limited Purpose Property” means the property in the District that is annexed for limited purposes pursuant to this Agreement, including the Original Commercial Property and any Additional Commercial Property.

“Local Government Code” means the Texas Local Government Code, as amended.

“Notice” means notice as defined in **Section 8.01** of this Agreement.

“Original Commercial Property” means that certain 10.841-acre tract (Tract 3) designated for commercial use in the Restated Development Agreement, as shown on Exhibit C and described on Exhibit D.

“Owner” means WYA The Ranch at Mary's Creek, Ltd., a Texas limited partnership, its successors and assigns as permitted by **Section 8.10** of this Agreement.

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“Party” means, individually, the City or the District, their successors and assigns as permitted by **Section 8.10** of this Agreement.

“Property” means that certain 380.316-acre tract located in Parker County, Texas as shown on **Exhibit A** and described on **Exhibit B**.

“Restated Development Agreement” means the Restatement of and Amendment to SCS No. 26202 Development Agreement Between the City and FFWF Holding, Inc. and FG Aledo Development, LLC (City Secretary Contract No. 36202-A1).

“Sales and Use Tax Revenues” means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Property pursuant to the Act and Chapter 321 of the Tax Code and whose use is not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority, or applicable law, ordinance, rule, or regulation. Sales and Use Tax Revenues specifically exclude those revenues received by the City from the Crime Control District Sales Tax imposed by the City pursuant to Tax Code Section 323.105 and Local Government Code Section 363.055.

“Sales and Use Tax Account” means the account established pursuant to **Section 4.03** in which the District deposits the District Share.

“Tax Code” means the Texas Tax Code, as amended.

“Utility Agreement” means the Utility Agreement for Morningstar Ranch executed by Owner and the City, and to be executed by the District and District Two after the District Confirmation Date (City Secretary Contract No. 36195, M & C-22562) relating to the provision of water and wastewater service and the construction, ownership, operation and maintenance of water and wastewater infrastructure for the Property and the land included in District Two.

ARTICLE III
ADOPTION OF AGREEMENT AND
LIMITED-PURPOSPE ANNEXATION OF ORIGINAL COMMERCIAL PROPERTY
AND ADDITIONAL COMMRCIAL PROPERTY

3.01 Public Hearings. The District and the City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City have conducted public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement, Chapter 551 of the Government Code, and the City's charter.

3.02 Effective Date. Pursuant to Subsection(c) of the Act, this Agreement is effective _____, the date of adoption of this Agreement by the City.

3.03 Filing in Property Records. The City shall file this Agreement in the Real Property Records of Parker County, Texas.

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Morningstar Ranch MUD No. 1

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3.04 Limited Purpose Annexation of Original Commercial Property. The District and the City agree that the City may annex all or any portion of the Original Commercial Property for the limited purpose of collecting Sales and Use Tax Revenues within the Original Commercial Property pursuant to Subsection (k) of the Act. The District acknowledges that the City Council may adopt a limited purpose annexation ordinance at a meeting conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings, or other procedures are required by law in order to approve such limited purpose annexation.

3.05 Limited Purpose Annexation of Additional Commercial Property. In the event the location of proposed commercial development within the District is changed or additional property designated for commercial development is added, the City Council may annex the Additional Commercial Property for the limited purpose of collecting Sales and Use Tax Revenues within the Additional Commercial Property pursuant to Subsection (k) of the Act. The District acknowledges that the City Council may adopt a limited purpose annexation ordinance at a meeting conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings, or other procedures are required by law to approve such limited purpose annexation.

3.06 Connections to the City Limits. The District consents to the annexation of land connecting the Original Commercial Property or the Additional Commercial Property to the City limits. The City may annex property pursuant to this section for limited purposes as permitted by the Act.

3.07 Consent to Limited Purpose Annexation. The District on behalf of itself and all present and future Owners of land within the District Boundaries hereby requests that the City annex the Original Commercial Property and the Additional Commercial Property for limited purposes as provided in this Agreement. The District consents to such annexation and to the collection of Sales and Use Tax Revenues by the City within such Limited Purpose Property. Such consent shall bind the District and each Owner and Future Owner of land within the District Boundaries.

ARTICLE IV TAXATION AND PROVISION OF SERVICES

4.01 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at a rate equal to the Sales and Use Tax imposed by the City within its corporate boundaries or other rate allowed under future amendments to Chapter 321 of the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.02 Payment of Sales and Use Tax. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to 50% of the Sales and Use Tax Revenues collected during the first nineteen (19) years of the Limited Purpose Annexation Period, and paid to the City as reflected in sales tax reports provided by the Comptroller to the City. Thereafter, the City shall pay to the District an amount equal to 25% of the Sales and Use Tax Revenues collected commencing on the first day of the twentieth (20th) year

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of the Limited Purpose Annexation Period, and paid to the City as reflected in the sales tax reports paid by the Comptroller to the City. All amounts payable to the District pursuant to this **Section 4.02** are hereafter referred to as the “District Share”. The City shall pay the District Share quarterly after the City receives the sales tax report reflecting such revenues from the Comptroller. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the “City Share”). The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated with the boundaries of the District. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above. The District agrees that should any overpayment of Sales and Use Tax be reported by the Comptroller to the City as a sales tax reduction, such sales tax reduction shall be proportionally shared by the District in accordance with the percentages provided above.

4.03 District Use of Sales and Use Tax Revenues. The District shall deposit the District Share in segregated interest-bearing account (the “Sales and Use Tax Account”). The District shall use funds in the Sales and Use Tax Account in the following order of priority:

- (a) Reimbursement for the construction or installation of Infrastructure not otherwise funded by other sources:
- (b) Funding the construction or installation of Infrastructure not otherwise funded by other sources
- (c) Funding for any purpose for which the District may legally expend funds (including such items as District bond debt service, operational costs, and any contract tax obligations); provided, however, the District shall not fund any such items if the District's ad valorem tax rate is, or with such funding of any such items would be less \$1.00 per \$100 valuation; and
- (d) Purchasing and retiring any Bond.

4.04 City Use of Sales and Use Tax Revenues. The City may use the City Share for any lawful purpose; provided, however, it is the City's intent to use the additional 25% share of the Sales and Use Tax Revenues beginning on the first day of the twentieth (20th) year of the Limited Purpose Annexation Period to defray the costs of providing municipal services to the residents of the Property upon full purpose annexation.

4.05 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report, containing only the contents of the sales tax report relating to retail sales and retailers within the District, as provided by the Comptroller relating to Sales and Use Tax Revenues on a quarterly basis of the City's receipt of such sales tax reports for that period.

4.06 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the City Council annexes any portion of the Limited Purpose Property for limited purposes.

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4.07 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement, and all Sales and Use Tax Revenues collected by the City from the Limited Purpose Property after the termination date shall be retained by the City and may be used for any lawful purpose.

4.08 City Maintenance or Records and District's Audit Rights. The District may audit the Sales and Use Tax Revenues collected by the City to determine whether the District Share has been paid to the District in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole expense and may be performed at any time during the City's regular business hours on thirty (30) days' notice to the City. For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices in form sufficiently maintained to reflect the amount of Sales and Use Tax Revenues received by the City from the Limited Purpose Property. Notwithstanding the foregoing, however, if any audit conducted by the District reveals that the District Share has been underpaid by more than two percent (2%), the City shall reimburse the District for the reasonable cost of the audit.

4.09 District's Maintenance of Records and City's Audit Rights. The City may audit the Sales and Use Tax Account and the District's expenditures of the District Share to determine whether the expenditures have been made by the District in accordance with **Section 4.03** of this Agreement. The District shall provide reasonable accommodations for the City to perform the audit. Any audit shall be made at the City's sole expense and may be performed at any time during the District's regular business hours on thirty (30) days' notice to the District. For purposes of any such audits, the District shall maintain and make available to the City's representatives all books, records, documents and other evidence of accounting procedures or practices in form sufficiently maintained to reflect deposits to the Sales and Use Tax Account and expenditures of the District Share. Notwithstanding the foregoing, however, if any audit conducted by the City reveals that the District has not used the District Share in accordance with **Section 4.03**, the District shall reimburse the City for the reasonable cost of the audit. Furthermore, if such breach is not cured as provided by **Article VII**, the City may withhold payments of future Sales and Use Tax Revenues in the amount of the improper expenditures.

ARTICLE V FULL PURPOSE ANNEXATION

5.01 Full Purpose Annexation. In accordance with the terms of this Agreement and the Restated Development Agreement, the City shall have the right, but not the obligation, to annex the Property (or a portion of the Property, to the extent permitted by law) for full purposes on or after the earlier to occur of: (a) dissolution of the District (other than as a result of annexation by the City); or (b) twenty (20) years after the Effective Date of the Restated and Amended Development Agreement. Such authority is in addition to the authority to annex portions or the Property pursuant to **Section 5.04**.

5.02 Procedure for Full Purpose Annexation. The District hereby consents, on its behalf and on behalf of all current and future owners of land included within the District Boundaries, to full purpose annexation of the Property in accordance with the procedure for annexation of areas

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exempted from the municipal annexation plan contained in Chapter 43 of the Local Government Code, Subchapter C-1, or, if Subchapter C-1 is amended or repealed, in accordance with the most comparable annexation procedure. In the alternative, at City's election, the Property shall be deemed to be within the full-purpose boundary limits of the City on the full purpose annexation conversion date in accordance with Section 43.0751 of the Local Government Code. The full purpose annexation conversion date shall be established by a resolution adopted by the City Council and shall be no earlier than the first to occur of the events described in **Section 5.01**.

5.03 CONSENT TO ANNEXATION. OWNER AND ALL FUTURE OWNERS OF ALL OR ANY PORTION OF THE PROPERTY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS TO FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT. THIS AGREEMENT SHALL BE RECORDED IN THE REAL PROPERTY RECORDS OF PARKER COUNTY, TEXAS AND SHALL BIND OWNER AND ALL FUTURE OWNERS OF ALL OR ANY PORTION OF THE PROPERTY TO THE CONSENT TO FULL PURPOSE ANNEXATION OF THE PROPERTY.

5.04 Annexation of Portions of Property. The District agrees to cooperate with and assist the City in annexing one or more areas in the manner prescribed by law which does not result in the dissolution of the District, none of which may exceed 525 feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District and that the City intends to annex. The City consents and agrees that such areas shall be located within right-of-way areas or along lot lines whenever possible. Notwithstanding the zoning designation approved for the annexed area, such area may be developed and used in accordance with the Restated Development Agreement.

ARTICLE VI TERM

This Agreement commences on the Effective Date and continues until the City annexes the Property for full purposes (subject to the provisions of the Restated Development Agreement). The provisions of this Agreement relating to the collection of sales and use tax will automatically terminate with regard to any portion of the Limited Purpose Property upon disannexation or full purpose annexation of such property.

ARTICLE VII BREACH, NOTICE AND REMEDIES

7.01 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

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7.02 Cure of Breach. The breaching Party shall commence curing such breach fourteen (14) calendar days after receipt of Notice of the breach and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such fourteen (14) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such fourteen (14) day period and diligently completes the work within a reasonable time without unreasonable cessation of the work.

7.03 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VIII ADDITIONAL PROVISIONS

8.01 Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

City of Fort Worth, Texas
200 Texas Street
Fort Worth, Texas 76102
Attn: City Secretary
FAX: 817-392-6196

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City of Fort Worth, Texas
200 Texas Street
Attn: City Manager
Fort Worth, Texas 76102
FAX: 817-392-6134

City of Fort Worth, Texas
200 Texas Street
Attn: Finance Director/Chief
Financial Officer
Fort Worth, Texas 76102
FAX: 817-392-8966

To the District:

Morningstar Ranch Municipal Utility District No. 1 of Parker
County c/o: Coats Rose
14755 Preston Road, Suite 600
Dallas, TX 75240
Attn: Timothy G. Green
FAX: 972-982-8451

8.02 Payments. The City shall forward payments of the District Share to the District at the address set out in **Section 8.01** by regular U.S. Mail or other method of delivery mutually acceptable to the Parties.

8.03 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.04 Governing Law and Venue. **This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Tarrant County, Texas and hereby submit to the jurisdiction of the courts of Tarrant County, Texas and agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.**

8.05 Authority to Execute. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The District certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

8.06 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

8.07 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

8.08 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts as the other Party may reasonably request to effectuate the terms of this Agreement.

8.09 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

8.10 Assignability, Successors, and Assigns. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

8.11 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of the City and the District.

8.12 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural Form whether or not so defined.

8.13 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

8.14 Governmental Powers. By execution of this Agreement, neither the City nor the District waives or surrenders any of its respective governmental powers, immunities or rights,

except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

8.15 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map of the Property
Exhibit B	Legal Description of the Property
Exhibit C	Map of [REDACTED] Commercial Property

8.16 Conspicuous Provisions. The City and the District acknowledge that the provisions of this Agreement set out in **bold, capitals** (or any combination thereof) satisfy the requirements of the express negligence rule and/or are conspicuous.

8.17 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

ATTEST:

Assistant City Attorney

CITY OF FORT WORTH

Mary Kayser, City Secretary

By: _____
Jesus Chapa, Assistant City Manager

APPROVED AS TO FORM AND
LEGALITY:

Date: _____

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STATE OF TEXAS §
 §
COUNTY OF TARRANT §


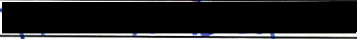

 This instrument was acknowledged before me, on the ____ day of _____,
20__, by Jesus Chapa, Assistant City Manager of the City of Fort Worth Texas on behalf of said
city.

[SEAL]

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

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**MORNINGSTAR RANCH MUNICIPAL
UTILITY DISTRICT NO. 1 OF PARKER
COUNTY**

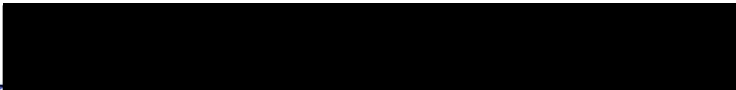
By: 
Printed Name: 
President, Board of Directors
Date: 

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me, on the 8th day of August, 2018, by Theron Bryant, President, Board of Directors of Morningstar Ranch Municipal Utility District No. 1 of Parker County, on behalf of said district.

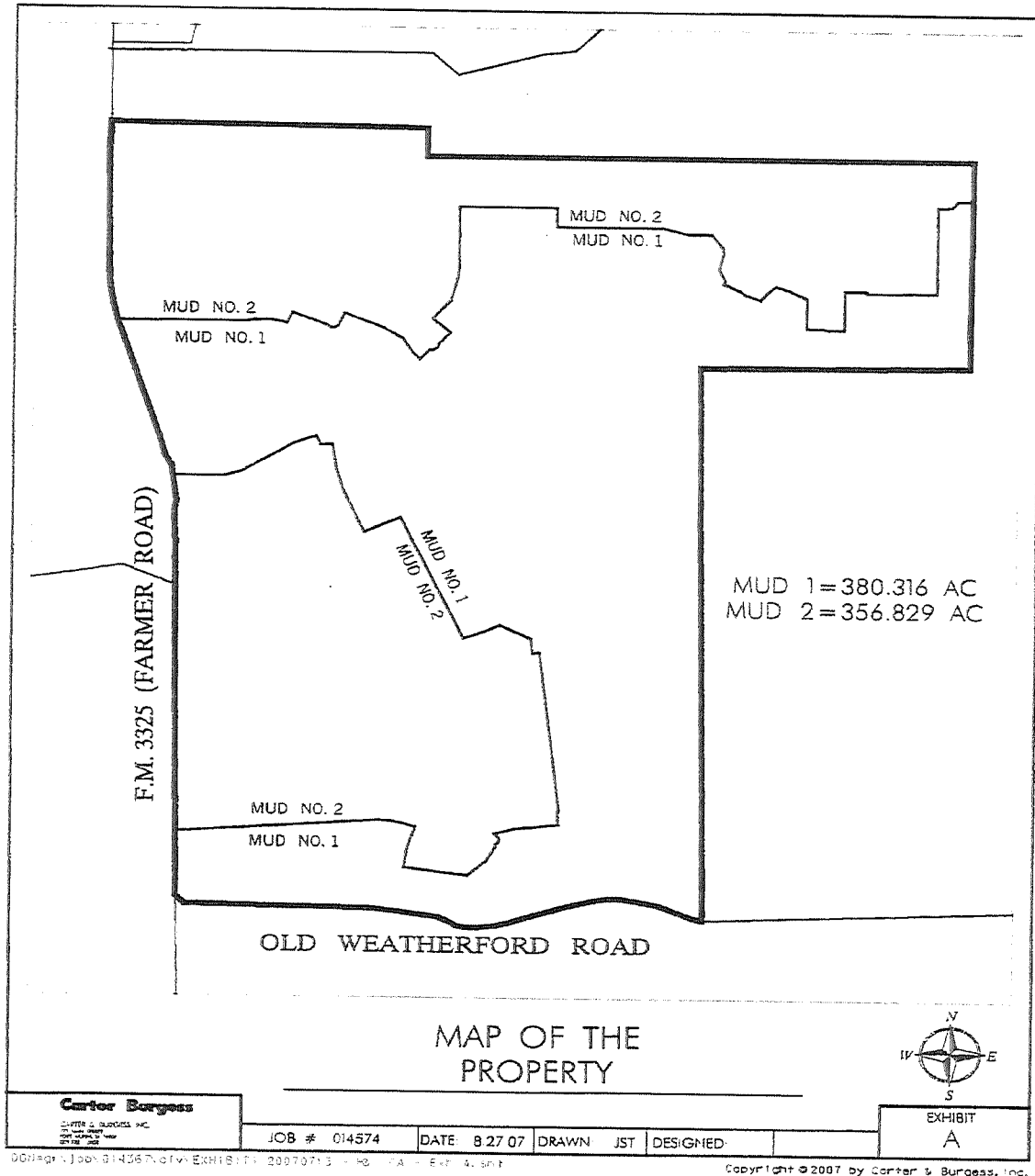
[SEAL]




Notary Public, State of Texas

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Exhibit A
Map of the Development



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Exhibit B Legal Description of the Development

EXHIBIT B

737.227 Acre Description

LEGAL DESCRIPTION: Being a tract of land out of M. S. Teter Survey, Abstract No. 2070, the J. D. Morris Survey, Abstract No. 927, the P. J. McClary Survey, Abstract No. 907, and the William Cagle Survey, Abstract No. 2373 and situated in Parker County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in November 2013, said tract being the same tract of land described in the deed to Willow Park North Development LLC, recorded as Document No. 794656 in the Deed Records of Parker County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a TxDOT monument found for the northwest corner of said Willow Park tract, said monument being in the easterly right-of-way line of Farmer Road (FM Road No. 3325);

Thence South 88 degrees 46 minutes 48 seconds East with the northerly boundary line of said Willow Park tract a distance of 2434.10 feet to a 6 inch metal fence post for an angle point in said northerly boundary line;

Thence South 01 degrees 11 minutes 55 seconds East continuing with said northerly boundary line a distance of 247.34 feet to a 3 inch metal fence post for an angle point therein;

Thence North 89 degrees 26 minutes 50 seconds East continuing with said northerly boundary line a distance of 4213.59 feet to a cross-tie fence post for the northeast corner of said Willow Park tract;

Thence South 00 degrees 09 minutes 21 seconds East with the easterly boundary line of said Willow Park tract a distance of 1811.97 feet to a cross-tie fence post for the most easterly southeast corner thereof;

Thence South 89 degrees 05 minutes 25 seconds West with the southerly boundary line of said Willow Park tract a distance of 2077.14 feet to a cross-tie fence post for an inner corner thereof;

Thence South 01 degrees 13 minutes 18 seconds East with the easterly boundary line of said Willow Park tract a distance of 4817.83 feet to a cross-tie fence post for the most southerly southeast corner of said Willow Park tract, said post being in the northerly right-of-way line of Old Weatherford Road,

Thence westerly with the southerly boundary line of said Willow Park tract and with said northerly right-of-way line the following calls:

North 69 degrees 37 minutes 17 seconds West a distance of 342.48 feet to a 5/8 inch capped steel rod found;

North 78 degrees 56 minutes 11 seconds West a distance of 382.16 feet to a 5/8 inch capped steel rod found;

South 78 degrees 25 minutes 49 seconds West a distance of 296.23 feet to a 5/8 inch capped steel rod found,

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South 71degrees 49 minutes 06 seconds West a distance of 325.79 feet to a 5/8 inch capped steel rod found;

South 33 degrees 02 minutes 14 seconds West a distance of 195.24 feet to a 5/8 inch capped steel rod found;

North 84 degrees 13 minutes 49 seconds West a distance of 132.86 feet to a 5/8 inch capped steel rod found;

North 64 degrees 52 minutes 53 seconds West a distance of 130.44 feet to a 5/8 inch capped steel rod found;

North 81degrees 04 minutes 46 seconds West a distance of 540.40 feet to a 3 inch metal fence post;

North 39 degrees 57 minutes 16 seconds West a distance of 1438.84 feet to a TxDOT monument found for the southeast end of a corner clip for said northerly right-of-way line and said easterly right-of-way line;

Thence North 45 degrees 21 minutes 13 seconds West with said corner clip a distance of 71.52 feet to a TxDOT monument found for the northwest end thereof;

Thence northerly with the westerly boundary line of said Willow Park tract and said easterly right-of-way line the following calls:

North 01 degrees 04 minutes 02 seconds West a distance of 352.02 feet to a 1/2 inch capped steel rod found;

North 01degrees 04 minutes 21seconds West a distance of 292.61 feet to a TxDOT monument found;

North 00 degrees 28 minutes 59 seconds West a distance of 13.07 feet to a 1/2 inch steel rod found;

North 01degrees 04 minutes 30 seconds West a distance of 320.39 feet to a 5/8 inch capped steel rod found;

North 01degrees 03 minutes 10 seconds West a distance of 1466.70 feet to a TxDOT monument found;

North 04 degrees 25 minutes 07 seconds East a distance of 50.19 feet to a TxDOT monument found;

North 03 degrees 59 minutes 59 seconds West a distance of 100.04 feet to a TxDOT monument found;

North 06 degrees 43 minutes 22 seconds West a distance of 50.14 feet to a TxDOT monument found;

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North 00 degrees 33 minutes 35 seconds West a distance of 47.37 feet to a TxDOT monument found for the beginning of a curve to the left with a radius of 2924.79 and whose chord bears North 02 degrees 35 minutes 58 seconds West at 155.80 feet;

Northerly with said curve through a central angle of 03 degrees 03 minutes 08 seconds and an arc length of 155.81 feet to a TxDOT monument found for the end of said curve;

North 05 degrees 47 minutes 11 seconds East a distance of 104.38 feet to a TxDOT monument found;

North 07 degrees 15 minutes 41 seconds West a distance of 308.99 feet to a TxDOT monument found;

North 29 degrees 21 minutes 05 seconds West a distance of 106.78 feet to a TxDOT monument found for the beginning of a curve to the left with a radius of 2924.79 and whose chord bears North 16 degrees 33 minutes 43 seconds West at 248.53 feet;

Northerly with said curve through a central angle of 04 degrees 52 minutes 13 seconds and an arc length of 248.81 feet to a TxDOT monument found;

North 16 degrees 58 minutes 58 seconds West a distance of 877.17 feet to a TxDOT monument found for a curve to the right with a radius of 1849.36 and whose chord bears North 09 degrees 57 minutes 28 seconds West at 578.96 feet;

Northerly with said curve through a central angle of 18 degrees 00 minutes 22 seconds and an arc length of 581.34 feet to a TxDOT monument found;

North 00 degrees 57 minutes 45 seconds West a distance of 796.85 feet to a TxDOT monument found for the beginning of a curve to the right with a radius of 7579.44 and whose chord bears North 00 degrees 48 minutes 44 seconds East at 461.56 feet;

Thence northerly continuing with said westerly boundary line and said easterly right-of-way line and with said curve through a central angle of 03 degrees 28 minutes 23 seconds and an arc length of 481.83 feet to the point of beginning and containing 737.227 acres of land, more or less.

DEVELOPMENT EXHIBIT

COMMERCIAL TRACT SUMMARY	TRACT	
AREA	1	
13.903	2	
5.365	3	
1.158	4	
1.022	5	
1.346	6	
10.194		
33.194		TOTAL

LEGEND









50' WIDE LOTS (60' X 120')	
60' WIDE LOTS (60' X 120')	
75' WIDE LOTS (75' X 150')	
AQUATIC CENTER	
SCHOOL TRACT	
CONVENTIONAL TRACT	
GAS LOTS	
OPEN SPACE LOTS	



Exhibit C
Map of Commercial Property

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No Documents for this Section

Zoning Docket items are linked on the Council Meeting Agenda.

No Documents for this Section