



**SUMMARY OF MEETINGS AND ACTIVITIES
MONDAY, APRIL 15, 2013, THROUGH FRIDAY, APRIL 19, 2013**

MONDAY, APRIL 15, 2013

	<u>TIME</u>	<u>LOCATION</u>
Development Advisory Committee	2:30 p.m.	City Hall, Lower Level Development Conference Room
Art Commission	5:30 p.m.	Fort Worth Community Arts Center 1300 Gendy Street

TUESDAY, APRIL 16, 2013

Pre-Council Meeting	8:30 a.m.	Pre-Council Chamber
Council Meeting	10:00 a.m.	Council Chamber

WEDNESDAY, APRIL 17, 2013

Board of Adjustment – Residential Work Session	12:30 p.m.	Pre-Council Chamber
Board of Adjustment – Residential Public Hearing	1:30 p.m.	Council Chamber

THURSDAY, APRIL 18, 2013

Urban Design Commission	10:00 a.m.	Pre-Council Chamber
North Central Texas Council of Governments Transportation Meeting	2:30 p.m.	NCTCOG 616 Six Flags Drive, Arlington

FRIDAY, APRIL 19, 2013

No meetings

SATURDAY, APRIL 20, 2013

	<u>TIME</u>	<u>LOCATION</u>
Art Commission Work Session	9:00 a.m.	Botanical Research Institute of Texas Executive Conference Room 1700 University Drive

This summary is compiled from data furnished to the Office of the City Secretary by 12:00 p.m. on April 11, 2013, and may not include all meetings to be conducted during the week of April 15, 2013 through April 19, 2013. It is a summary listing only. See individual agendas which are posted in compliance with the Texas Open Meetings Act for detailed information.

PRE-COUNCIL MEETING
TUESDAY, APRIL 16, 2013
8:30 A.M.
PRE-COUNCIL CHAMBER, CITY HALL
1000 THROCKMORTON STREET, FORT WORTH, TEXAS

1. Report of the City Manager - **Tom Higgins, 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 9552](#): February 2013 - Sales Tax Update
 - [IR 9553](#): ERP Phase II Quarterly Update
2. Current Agenda Items - **City Council Members**
3. Responses to Items Continued from a Previous Week
 - a. [M&C G-17857](#) - Adopt Fort Worth Permanent Fund Investment Policy and Strategy (ALL COUNCIL DISTRICTS) (**Continued from April 9, 2013 by Staff**)
 - b. [ZC-12-130](#) - Trinidad Ministries Foundation, Inc., 3005 Oscar Avenue; from: "A-5" One-Family to: "PD/A-5" Planned Development for all uses in "A-5" One-Family plus two independent accessory living units within existing church building for church related uses; site plan waiver recommended (COUNCIL DISTRICT 2) (**Recommended for Approval by the Zoning Commission**) (**Continued from April 2, 2013 by Council Member Espino**)
 - c. [ZC-13-009](#) - Legend Bank, Tarrant County Water District, 1351, 1801, 1811 E. Northside Drive; from: "O-1" Floodplain, "PD-399" Planned Development/Specific Use for all uses in "F" General Commercial except certain prohibited uses and allowing limited uses will be permitted: Property development standards will be the same as set forth in the "F" district except for height. A height of 5 stories or 75 feet maximum shall be permitted if approved on the required site plan, and "PD-717" Planned Development/Specific Use for all uses in "F" General Commercial plus hotel, permitting a parking area or garage as long as it is in conjunction with or auxiliary to an onsite business, a temporary residence for security purposes, a temporary trailer used for construction or storage purposes, a bar, tavern, or cocktail lounge if such use is a part of or in connection with a hotel, motel, or restaurant. Property development standards will be the same as set forth in the "F" district except for height. A height of 5 stories or 75 feet maximum shall be permitted; site plan required, and excluding certain uses to: "PD/D" Planned Development for all uses in "D" High Density Multifamily; site plan

included (COUNCIL DISTRICT 2) **(Recommended for Approval by the Zoning Commission) (Continued from April 2, 2013 by Council Member Espino)**

- d. [ZC-13-036](#) - Dale Heflin, 1290/1394 Cantrell Sansom Road; from: "I" Light Industrial to: "K" Heavy Industrial (COUNCIL DISTRICT 2) **(Recommended for Approval by the Zoning Commission (Continued from April 2, 2013 by Council Member Espino))**
 - e. [ZC-13-041](#) - JCP Trust, et al, 9605 Old Granbury Road; from: "C" Medium Density Multifamily and "E" Neighborhood Commercial to: "G" Intensive Commercial (COUNCIL DISTRICT 6) **(Recommended for Approval by the Zoning Commission) (Continued from April 2, 2013 by Council Member Jordan)**
- 4. Briefing on Proposed Improvements to Meacham International Airport - **Bill Welstead, Aviation**
 - 5. Legislative Update - Charles Daniels, **City Manager's Office**
 - 6. City Council Requests for Future Agenda Items and/or Reports
 - 7. Executive Session (PRE-COUNCIL CHAMBER) - **SEE ATTACHMENT A Attachment(s):**
[Executive Session Agenda - Attachment A.pdf](#)

This facility is wheelchair accessible. For accommodations or sign interpretive services, please call the City Manager's Office at 817-392-6143, 48 hours in advance.

ATTACHMENT A

REVISED

EXECUTIVE SESSION **(PRE-COUNCIL CHAMBER, CITY HALL)** **Tuesday, April 16, 2013**

The City Council will conduct a closed meeting in order to:

1. Seek the advice of its attorneys concerning the following pending or contemplated litigation or other matters that are exempt from public disclosure under Article X, Section 9 of the Texas State Bar Rules, as authorized by Section 551.071 of the Texas Government Code:

- a. *Sean E. Harris vs. City of Fort Worth*, Cause No. CV 11-0806, 43rd District Court, Parker County, Texas;
- b. Legal issues related to lifetime income benefits and the Texas Labor Code 504.051 offset;
- c. Legal issues related to public art and copyrights;
- d. Legal issues related to Events Trust Fund;
- e. Legal issues related to a proposed settlement with United Riverside Rebuilding Corporation;
- f. Legal issues related to the operation of the Fort Worth Police Department jail; and
- g. Legal issues concerning any item listed on today's City Council meeting agendas;

2. Deliberate the purchase, sale, lease or value of real property in accordance with Section 551.072 of the Texas Government Code. Deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party;

3. Deliberate concerning economic development negotiations as authorized by Section 551.087 of the Texas Government Code; and

4. Deliberate the deployment, or specific occasions for implementation, of security personnel or devices, in accordance with Section 551.076 of the Texas Government Code.

**CITY COUNCIL AGENDA
FOR THE MEETING AT 10:00 A.M. TUESDAY, APRIL 16, 2013
CITY COUNCIL CHAMBER, CITY HALL
1000 THROCKMORTON STREET, FORT WORTH, TEXAS**

I. CALL TO ORDER

II. INVOCATION - Pastor Victor Sullivan, Lamb of God Church

III. PLEDGE OF ALLEGIANCE

IV. CONSIDERATION OF MINUTES OF REGULAR MEETING OF APRIL 9, 2013

V. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

VI. ITEMS TO BE CONTINUED OR WITHDRAWN BY STAFF

VII. 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-17860](#) - Approve Findings of the Ground Transportation Coordinator Regarding Application of Limo Valet, LLC, to Operate Five Limousines Within the City of Fort Worth and Adopt Ordinance Granting Such Authority (ALL COUNCIL DISTRICTS)
2. [M&C G-17861](#) - Adopt Appropriation Ordinance and Authorize Payments to The Active Network in the Amount of \$6,000.00 and to the Fort Worth Parks and Community Services Sports Advisory Council, Inc., in the Amount of \$26,500.00 for Revenue Share Commitments Generated from Sponsorship Fees from Coca-Cola Bottling Company (ALL COUNCIL DISTRICTS)
3. [M&C G-17862](#) - Approve Extension of Injury Leave-of-Absence Pay Benefits in the Amount of \$48,610.60 for Police Officer Julio Argueta Beginning May 4, 2013 and Extending Through February 4, 2014 (ALL COUNCIL DISTRICTS)
4. [M&C G-17863](#) - Authorize Change in Scope in the Fiscal Year 2013 Crime Control and Prevention District Fund to Revise the Leased Vehicle Program to Include the Purchase of Used Vehicles (ALL COUNCIL DISTRICTS)
5. [M&C G-17864](#) - Authorize Acceptance of a Training Tuition Grant from the Texas Intrastate Fire Mutual Aid System Grant Assistance Program Managed by the Texas A&M Forest Service in the Amount of \$1,250.00 for Reimbursement for Wildfire Training and Adopt Appropriation Ordinance (ALL COUNCIL DISTRICTS)
6. [M&C G-17865](#) - Authorize the Refund and Transfer of Excess Funds from the Police Air Support Hangar Design Project in the Amount of \$63,743.76 and Adopt Appropriation Ordinance (COUNCIL DISTRICT 2)
7. [M&C G-17866](#) - Authorize Execution of a Non-Federal Reimbursable

Agreement with the Federal Aviation Administration in the Amount Not to Exceed \$549,989.11 for the Remote Transmitter/Receiver Relocation Project at Fort Worth Meacham International Airport, Authorize Acceptance of \$549,989.11 from Richardson Aviation, Authorize Execution of a Reimbursement Agreement with Richardson Aviation, and Adopt Appropriation Ordinance (COUNCIL DISTRICT 2)

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

1. [M&C P-11513](#) - Authorize Purchase of Emergency Generator from Loftin Equipment Company Inc., in the Amount of \$412,415.00 for the North Side Pump Station (COUNCIL DISTRICT 2)
2. [M&C P-11514](#) - Authorize Purchase Agreement with Tangoe Inc., in the Amount Up to \$169,000.00 for Consulting Services for Telecommunication Expense Management in the First Year and Up to \$84,000.00 Annually Thereafter (ALL COUNCIL DISTRICTS)
3. [M&C P-11515](#) - Authorize Purchase Agreement with F.S. Brainard & Company in the Amount Up to \$100,000.00 for Wireless Data Loggers and Maintenance Parts for the Water Department (ALL COUNCIL DISTRICTS)
4. [M&C P-11516](#) - Authorize Purchase Agreement with Letco Group, LLC, in the Amount Up to \$102,300.00 for Organic Biofilter Media for the Water Department (COUNCIL DISTRICT 5)
5. [M&C P-11517](#) - Authorize Purchase of a Trailer Mounted Sewer Jetter from CLS Sewer Equipment Company, Inc., in the Amount of \$51,117.68 Using a Cooperative Contract for the Water Department (ALL COUNCIL DISTRICTS)

C. Land - Consent Items

1. [M&C L-15535](#) - Authorize Direct Sale of a Tax-Foreclosed Property Located at 0 Bell Spur to Bell Helicopter Textron Inc., in the Amount of \$46,810.75, in Accordance with Section 34.05 of the Texas Tax Code (COUNCIL DISTRICT 5)
2. [M&C L-15536](#) - Amend Mayor and Council Communication L-15398 to Lower the Purchase Price from \$33,332.86 to \$1,000.00 for the Direct Sale of Tax-Foreclosed Property Located at 1820 South Cravens Road to the Fort Worth Housing Finance Corporation for the Development of Low or Moderate Income Housing (COUNCIL DISTRICT 5)
3. [M&C L-15537](#) - Authorize Sale of Thirty-One Tax-Foreclosed Properties, in Accordance with Section 272.001 of the Texas Local Government Code and Section 34.05 of the Texas Property Tax Code, in the Amount of \$175,658.88 (COUNCIL DISTRICTS 2, 4, 5, 8 and 9)

D. Planning & Zoning - Consent Items

1. [M&C PZ-3019](#) - Adopt Ordinance Vacating an Alley Between Kimzey Street and Smiley Street to Galen Medical, LLC, for the Development of a Medical Office Building (COUNCIL

E. Award of Contract - Consent Items

1. [M&C C-26199](#) - Authorize Execution of a Professional Services Agreement with Halff Associates, Inc., in the Amount Not to Exceed \$400,000.00 for Drainage Design Review Services, Increasing the Estimated Receipts and Appropriations in the Stormwater Utility Fund in the Amount of \$400,000.00 Decreasing the Available Cash Balance by the Same Amount and Adopt Appropriation Ordinance (ALL COUNCIL DISTRICTS)
2. [M&C C-26200](#) - Adopt Supplemental Appropriation Ordinance Increasing Appropriations in the Culture and Tourism Fund in the Amount of \$562,000.00 and Decreasing the Assigned Culture and Tourism Fund Balance by the Same Amount, Authorize Execution of a Contract with Johnson Controls, Inc., in the Amount of \$476,951.00 to Renovate the Auditorium Air Handler and Provide Chilled and Hot Water Pump Redundancy at the Will Rogers Memorial Center and Provide for Contingency and Staff Costs for a Total Project Cost in the Amount of \$562,000.00 (COUNCIL DISTRICT 7)
3. [M&C C-26201](#) - Adopt Ordinance to Reappoint Substitute Municipal Judges for a One-Year Term Commencing April 1, 2013 and Ending March 31, 2014 (ALL COUNCIL DISTRICTS)

VIII. PRESENTATIONS BY THE CITY SECRETARY - CONSENT ITEMS

1. OCS - 1884 - Notice of Claims for Alleged Damages and/or Injuries

IX. SPECIAL PRESENTATIONS, INTRODUCTIONS, ETC.

1. Presentation on Mayfest, Inc.
2. Proclamation for National Osteopathic Medicine Week

X. ANNOUNCEMENTS BY CITY COUNCIL MEMBERS AND STAFF

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

XI. PRESENTATIONS BY THE CITY COUNCIL

1. Changes in Membership on Boards and Commissions

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

XIII. REPORT OF THE CITY MANAGER

A. Benefit Hearing - None

B. General

1. [M&C G-17857](#) - Adopt Fort Worth Permanent Fund Investment Policy and Strategy (ALL COUNCIL DISTRICTS) **(Continued from a Previous Meeting)**
2. [M&C G-17867](#) - Authorize Settlement in a Lawsuit Entitled Cecilia Jacobs v. City of Fort Worth, et al; Cause No. 067-254044-11 in

Tarrant County, Texas in the Amount of \$99,000.00 and Approve Payment in the Amount of \$1,125.00 in Mediation Costs (ALL COUNCIL DISTRICTS)

3. [M&C G-17868](#) - Adopt Resolution Designating Temporary Special Event Parking for Colonial Professional Golf Tournament, Home Games of Texas Christian University, Armed Forces and NCAA Bowl Games, as Authorized by Section 22.160(d) of the Code of the City of Fort Worth (ALL COUNCIL DISTRICTS)
4. [M&C G-17869](#) - Authorize Acceptance of a Donation from the Friends of the Fort Worth Nature Center & Refuge, Inc., in the Amount of \$12,500.00 for Improvements to the Hardwicke Interpretive Center at the Fort Worth Nature Center & Refuge and Adopt Appropriation Ordinance (COUNCIL DISTRICT 7)

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

D. Land

1. [M&C L-15538](#) - Conduct a Public Hearing and Authorize Subsurface Drilling and Extraction of Natural Gas Under a Portion of Lincolnshire Park from an Off-Site Location (COUNCIL DISTRICT 6)
(PUBLIC HEARING)
 - a. Report of City Staff
 - b. Citizen Presentations
 - c. Council Action
2. [M&C L-15539](#) - Conduct a Public Hearing and Authorize Subsurface Drilling and Extraction of Natural Gas Under Paz Hernandez Park from an Off-Site Location (COUNCIL DISTRICT 2)
(PUBLIC HEARING)
 - a. Report of City Staff
 - b. Citizen Presentations
 - c. Council Action

E. Planning & Zoning - None

F. Award of Contract

1. [M&C C-26202](#) - Authorize Execution of a Five-Year Tax Abatement Agreement with Fite Builders LLC, for Property Located at 1711 5th Avenue in the Magnolia Village Neighborhood Empowerment Zone (COUNCIL DISTRICT 9)
2. [M&C C-26203](#) - Authorize Execution of a Five-Year Tax Abatement Agreement with Cesar Velazco for Property Located at 4009 Wheeler Street in the Riverside Neighborhood Empowerment Zone (COUNCIL DISTRICT 4)
3. [M&C C-26204](#) - Authorize Application for and Acceptance of, if Awarded, a Grant from the Federal Aviation Administration in the Amount of \$1,200,000.00 for Airport Improvements at Fort

Worth Alliance Airport and Adopt Appropriation Ordinance
(COUNCIL DISTRICT 2)

4. [M&C C-26205](#) - Authorize Application for and Acceptance of, if Awarded, a Grant from the Federal Aviation Administration in the Amount of \$20,000,000.00 for the Runway Extension Project at Fort Worth Alliance Airport and Adopt Appropriation Ordinance (COUNCIL DISTRICT 2)

XIV. PUBLIC HEARING

1. First Public Hearing for a Proposed Owner-Initiated Annexation of Approximately 390.5 Acres of Land in Parker County, Located North of Interstate 20 and East of FM 1187/Farmer Road (AX-13-002 Walsh Ranch)
 - a. Report of City Staff
 - b. Citizen Comments

XV. ZONING HEARING

1. [ZC-12-130](#) - (CD 2) - Trinidad Ministries Foundation, Inc., 3005 Oscar Avenue; from: "A-5" One-Family to: "PD/A-5" Planned Development for all uses in "A-5" One-Family plus two independent accessory living units within existing church building for church related uses; site plan waiver recommended. (Recommended for Approval by the Zoning Commission) **(Continued from a Previous Meeting)**
2. [ZC-13-009](#) - (CD 2) - Legend Bank, Tarrant County Water District, 1351, 1801, 1811 E. Northside Drive; from: "O-1" Floodplain, "PD-399" Planned Development/Specific Use for all uses in "F" General Commercial except certain prohibited uses and allowing limited uses will be permitted: Property development standards will be the same as set forth in the "F" district except for height. A height of 5 stories or 75 feet maximum shall be permitted if approved on the required site plan, and "PD-717" Planned Development/Specific Use for all uses in "F" General Commercial plus hotel, permitting a parking area or garage as long as it is in conjunction with or auxiliary to an onsite business, a temporary residence for security purposes, a temporary trailer used for construction or storage purposes, a bar, tavern, or cocktail lounge if such use is a part of or in connection with a hotel, motel, or restaurant. Property development standards will be the same as set forth in the "F" district except for height. A height of 5 stories or 75 feet maximum shall be permitted; site plan required, and excluding certain uses to: "PD/D" Planned Development for all uses in "D" High Density Multifamily; site plan included. **(Recommended for Approval by the Zoning Commission) (Continued from a Previous Meeting)**
3. [ZC-13-036](#) - (CD 2) - Dale Heflin, 1290/1394 Cantrell Sansom Road; from: "I" Light Industrial to: "K" Heavy Industrial **(Recommended for Approval by the Zoning Commission) (Continued from a Previous Meeting)**
4. [ZC-13-041](#) - (CD 6) - JCP Trust, et al, 9605 Old Granbury Road; from: "C" Medium Density Multifamily and "E" Neighborhood Commercial to: "G" Intensive Commercial (Recommended for Approval by the Zoning Commission) **(Continued from a Previous Meeting)**

XVI. CITIZEN PRESENTATIONS

XVII. EXECUTIVE SESSION (PRE-COUNCIL CHAMBER) - SEE ATTACHMENT B

XVIII. 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 ten minutes. At the Mayor's discretion, time limits may be reasonably extended.

This facility is wheelchair accessible. For accommodations or sign interpretive services, please call the City Manager's Office at 817-392-6143, 48 hours in advance.

ATTACHMENT B

REVISED

EXECUTIVE SESSION **(PRE-COUNCIL CHAMBER, CITY HALL)** **Tuesday, April 16, 2013**

The City Council will conduct a closed meeting in order to:

1. Seek the advice of its attorneys concerning the following pending or contemplated litigation or other matters that are exempt from public disclosure under Article X, Section 9 of the Texas State Bar Rules, as authorized by Section 551.071 of the Texas Government Code:

- a. *Sean E. Harris vs. City of Fort Worth*, Cause No. CV 11-0806, 43rd District Court, Parker County, Texas;
- b. Legal issues related to lifetime income benefits and the Texas Labor Code 504.051 offset;
- c. Legal issues related to public art and copyrights;
- d. Legal issues related to Events Trust Fund;
- e. Legal issues related to a proposed settlement with United Riverside Rebuilding Corporation;
- f. Legal issues related to the operation of the Fort Worth Police Department jail; and
- g. Legal issues concerning any item listed on today's City Council meeting agendas;

2. Deliberate the purchase, sale, lease or value of real property in accordance with Section 551.072 of the Texas Government Code. Deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third party;

3. Deliberate concerning economic development negotiations as authorized by Section 551.087 of the Texas Government Code; and

4. Deliberate the deployment, or specific occasions for implementation, of security personnel or devices, in accordance with Section 551.076 of the Texas Government Code.

No Documents for this Section



Updated April 11, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

April 16, 2013

8:30 a.m. Pre-Council Meeting

Continued Items:

- **M&C G-17857** - Adopt Fort Worth Permanent Fund Investment Policy and Strategy (ALL COUNCIL DISTRICTS) (**Continued from April 9, 2013 by Staff**)
- **ZC-12-130** - Trinidad Ministries Foundation, Inc., 3005 Oscar Avenue; from: "A-5" One-Family to: "PD/A-5" Planned Development for all uses in "A-5" One-Family plus two independent accessory living units within existing church building for church related uses; site plan waiver recommended. (**Recommended for Approval by the Zoning Commission**) (**Council District 2 – Sal Espino**) (**Continued from April 2, 2013 by Council Member Espino**)
- **ZC-13-009** - Legend Bank, Tarrant County Water District, 1351, 1801, 1811 E. Northside Drive; from: "O-1" Floodplain, "PD-399" Planned Development/Specific Use for all uses in "F" General Commercial except certain prohibited uses and allowing limited uses will be permitted: Property development standards will be the same as set forth in the "F" district except for height. A height of 5 stories or 75 feet maximum shall be permitted if approved on the required site plan, and "PD-717" Planned Development/Specific Use for all uses in "F" General Commercial plus hotel, permitting a parking area or garage as long as it is in conjunction with or auxiliary to an onsite business, a temporary residence for security purposes, a temporary trailer used for construction or storage purposes, a bar, tavern, or cocktail lounge if such use is a part of or in connection with a hotel, motel, or restaurant. Property development standards will be the same as set forth in the "F" district except for height. A height of 5 stories or 75 feet maximum shall be permitted; site plan required, and excluding certain uses to: "PD/D" Planned Development for all uses in "D" High Density Multifamily; site plan included. (**Recommended for Approval by the Zoning Commission**) (**Council District 2 – Sal Espino**) (**Continued from April 2, 2013 by Council Member Espino**)
- **ZC-13-036** - Dale Heflin, 1290/1394 Cantrell Sansom Road; from: "I" Light Industrial to: "K" Heavy Industrial (**Recommended for Approval by the Zoning Commission**) (**Council District 2 – Sal Espino**) (**Continued from April 2, 2013 by Council Member Espino**)
- **ZC-13-041** - JCP Trust, et al, 9605 Old Granbury Road; from: "C" Medium Density Multifamily and "E" Neighborhood Commercial to: "G" Intensive Commercial (**Recommended for Approval by the Zoning Commission**) (**Council District 6 – Jungus Jordan**) (**Continued from April 2, 2013 by Council Member Jordan**)
- o Briefing on Proposed Improvements to Meacham International Airport [[Bill Welstead, Aviation](#)]
- o Legislative Update [[Charles Daniels, City Manager's Office](#)]



Updated April 11, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

April 23, 2013

8:30 a.m. Pre-Council Meeting

- o West Nile Response Update [*Brandon Bennett, Code Compliance*]
- o Review of Proposed Amendments Related to Gas Line Compressors [*Dana Burghdoff, Planning and Development*]
- o Legislative Update [*Charles Daniels, City Manager's Office*]

April 30, 2013

8:30 a.m. Pre-Council Meeting (cancelled)

10:00 a.m. Audit Committee (Pre-Council Chamber)

*2:00 p.m. – 4:00 p.m. Joint Meeting of the City Council and the T Board
(Fort Worth Convention Center, Room 200)*

May 7, 2013

Monthly Zoning Meeting

11:00 a.m. Legislative and Intergovernmental Affairs Committee

1:00 p.m. Housing and Economic Development Committee

3:00 p.m. Pre-Council Meeting

Continued Items:

- **ZC-12-079** - Christ Chapel Bible Church, 3609, 3616 & 3620 and 3704 - 3738 Pershing Avenue; from: "B" Two-Family to: Amend "PD-449" PD/SU Planned Development/Specific use for church, accessory buildings, and parking; site plan included. **(Recommended for Approval by the Zoning Commission) (Council District 7 – Dennis Shingleton) (Continued from April 2, 2013 by Council Member Espino)**
- **ZC-12-128** - David McDavid, 4621 Keller Hicks Road; from: "I" Light Industrial to: "A-5" One-Family (Recommended for Approval by the Zoning Commission) **(Council District 2 – Sal Espino) (Continued from April 2, 2013 by Council Member Espino)**



Updated April 11, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

May 7, 2013 *(continued)*

Continued Items:

- **ZC-13-034** - City of Fort Worth Planning & Development Department, Text Amendment: Gas Compressors in "AG" Agricultural Districts; An Ordinance amending the Zoning Ordinance of the City of Fort Worth, being Ordinance No. 13896, as amended, codified as Appendix "A" of the Code of The City of Fort Worth (1986), to amend: Chapter 5 "Supplemental Use Standards" to amend Section 5.140 "Natural Gas Compressor Stations" to reflect the revisions in the Gas Ordinance; and Sections 4.800 "Nonresidential District Use Table" and 4.1200 "Form Based Districts Use Table" to clarify that line compressors are permitted by right in certain districts and by Special Exception in all other zoning districts To review the proposed amendments:
<http://www.fortworthtexas.gov/planninganddevelopment/zoningcommission.aspx>
(Recommended for Approval by the Zoning Commission) (All Council Districts)
(Continued from March 5, 2013 by Council Member Scarth)
- **ZC-13-049** - City of Fort Worth Planning & Development; Text Amendment: Airport Overlay and Compatible Use Zones; An Ordinance amending the Zoning Ordinance of the City of Fort Worth, being Ordinance No. 13896, as amended, codified as Appendix "A" of the Code of The City of Fort Worth (1986), to amend:
 - Article 4 "Overlay Districts", of Chapter 4, "District Regulations" to add a new section, Section 4.405 "Airport/Airfield Overlay ("AO") District";
 - Providing for regulations for Airport Overlay Zones and Compatible Use Zones ("AO-CUZ") Restrictions for incompatible uses within Clear Zones and Accident Potential Zones for the Naval Air Station Fort Worth Joint Reserve Base; and
 - To revise Chapter 9, "Definitions" to add definitions related to airports

To review the proposed amendments:

<http://www.fortworthtexas.gov/planninganddevelopment/zoningcommission.aspx>

(Recommended for Approval by the Zoning Commission) (All Council Districts)
(Continued from April 2, 2013 by Council Member Shingleton)

- **ZC-13-050** - City of Fort Worth Planning and Development, North and South of NAS FW JRB Runways; from: various zoning districts to: add Airport Overlay/Compatible Use Zone Overlay Districts **(Recommended for Approval by the Zoning Commission) (Council District 3 – Zim Zimmerman and Council District 7 – Dennis Shingleton) (Continued from April 2, 2013 by Council Member Zimmerman)**



Updated April 11, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

May 7, 2013 *(continued)*

- o Overview on Significant Zoning Cases *[Dana Burghdoff, Planning and Development]*
- o Update on Trinity River Vision Project and Gateway Park *[Mark Rauscher, Planning and Development and J.D. Granger, Trinity River Vision]*
- o Legislative Update *[Charles Daniels, City Manager's Office]*

May 14, 2013

1:00 p.m. Infrastructure & Transportation Committee
3:00 p.m. Pre-Council Meeting

Continued Items:

- **ZC-12-112** - Thomas Blanton, 3900 and 3950 Angle Avenue; from: "I" Light Industrial to: "D" High Density Multifamily **(Recommended for Approval by the Zoning Commission) (Council District 2 – Sal Espino) (Continued from April 2, 2013 by Council Member Espino)**
 - **ZC-13-018** - Electro-Tech Services, Inc., 5116 Northeast Parkway; from: "K" Heavy Industrial to: "PD/K" Planned Development for all uses in "K" Heavy Industrial plus halfway house; site plan included. **(Recommended for Approval by the Zoning Commission) (Council District 2 – Sal Espino) (Continued from April 2, 2013 by Council Member Espino)**
- o Legislative Update *[Charles Daniels, City Manager's Office]*

May 16, 2013 *(Thursday)*

7:00 p.m. Fort Worth Crime Control and Prevention District Board of Directors Meeting (Pre-Council Chamber)



Updated April 11, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

May 21, 2013

1:00 p.m. Work Session on Capital Improvements and Related Land Use Changes (Pre-Council Chamber)
8:30 a.m. Pre-Council Meeting

- o Legislative Update *[Charles Daniels, City Manager's Office]*

May 27, 2013

City Hall Closed – Memorial Holiday

May 28, 2013

8:30 a.m. Pre-Council Meeting (cancelled)
10:00 a.m. Audit Committee (Pre-Council Chamber)

June 4, 2013 **Monthly Zoning Meeting**

11:00 a.m. Legislative and Intergovernmental Affairs Committee
1:00 p.m. Housing and Economic Development Committee
3:00 p.m. Pre-Council Meeting

- o Overview on Significant Zoning Cases *[Dana Burghdoff, Planning and Development]*

June 6, 2013 ***(Thursday)***

7:00 p.m. Fort Worth Crime Control and Prevention District Board of Directors Meeting (Pre-Council Chamber)



Updated April 11, 2013

*City of Fort Worth
City Council Pre-Council Agenda Calendar*

June 11, 2013

*10:00 a.m. Audit Committee (Pre-Council Chamber)
1:00 p.m. Infrastructure & Transportation Committee
3:00 p.m. Pre-Council Meeting*

June 12, 2013 (Wednesday)

*2:00 p.m. – 5:00 p.m. Capital Projects Planning Workshop
(Pre-Council Chamber)*

June 18, 2013

8:30 a.m. Pre-Council Meeting (cancelled)

June 25, 2013

8:30 a.m. Pre-Council Meeting (cancelled)

No Documents for this Section

**CITY OF FORT WORTH, TEXAS
REGULAR CITY COUNCIL MEETING
APRIL 9, 2013**

Present:

Mayor Betsy Price
Mayor Pro tem W.B. "Zim" Zimmerman, District 3
Council Member Salvador Espino, District 2
Council Member Daniel Scarth, District 4
Council Member Frank Moss, District 5
Council Member Jungus Jordan, District 6
Council Member Dennis Shingleton, District 7
Council Member Kelly Allen Gray, District 8
Council Member Joel Burns, District 9

Staff Present:

Tom Higgins, 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 7:10 p.m. on Tuesday, April 9, 2013, in the City Council Chamber of the Fort Worth City Hall, 1000 Throckmorton Street, Fort Worth, Texas 76102.

II. INVOCATION - Pastor Aaron Ashlock, Oak Knoll Baptist Church

The invocation was provided by Pastor Aaron Ashlock, Oak Knoll Baptist Church.

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

IV. CONSIDERATION OF MINUTES OF REGULAR MEETING OF APRIL 2, 2013

Council Member Jordan advised that the vote reflected for Mayor and Council Communication No. G-17851 should have reflected "8 ayes to 0 nays, with one abstention by Council Member Jordan."

Motion: Council Member Shingleton made a motion, seconded by Council Member Scarth, that the Minutes of the Regular meeting of April 2, 2013, be approved as amended. The motion carried unanimously 9 ayes to 0 nays.

V. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

City Manager Higgins requested that Mayor and Council Communication No. C-26195 be withdrawn from the Consent Agenda for individual consideration.

VI. ITEMS TO BE CONTINUED OR WITHDRAWN BY STAFF

City Manager Higgins requested that Mayor and Council Communication No. G-17857 be continued until the April 16, 2013, Council meeting.

VII. CONSENT AGENDA

Motion: Council Member Shingleton made a motion, seconded by Mayor Pro tem Zimmerman, that the Consent Agenda be approved as amended. The motion carried unanimously 9 ayes to 0 nays.

A. General - Consent Items

1. M&C G-17853 - Adopt Appropriation Ordinance Increasing Receipts and Appropriations in the Special Trust Fund in the Amount of \$150,000.00 for Purposes of Funding Capital Expenses Related to City Cable Facilities (ALL COUNCIL DISTRICTS)

The City Council approved the following recommendation: Adopt Appropriation Ordinance No. 20692-04-2013 increasing estimated receipts and appropriations in the Special Trust Fund, in the amount of \$150,000.00, from available funds for the purpose of funding certain capital expenses related to the City's cable facilities.

2. M&C G-17854 - Authorize Additional Payment in the Amount of \$145,000.00 to the Retired Employees' Group Death Benefit Fund for Payments of Retiree Death Benefits Under City Code (ALL COUNCIL DISTRICTS)

The City Council approved the following recommendation: Authorize an additional payment in the amount of \$145,000.00 for Fiscal Year 2013 to the Retired Employees' Group Death Benefit Fund to pay for retiree death benefits, in accordance with Section 2.5-229 of the City Code.

3. M&C G-17855 - Approve Extension of Injury Leave-of-Absence Pay Benefits in the Amount of \$4,459.20 for Police Officer Gerald Anderson Beginning April 3, 2013 Through April 24, 2013 (ALL COUNCIL DISTRICTS)

The City Council approved the following recommendation: Approve a three-week Extension of Injury Leave-of-Absence pay benefits in the amount of \$4,459.20 for Police Officer Gerald Anderson beginning April 3, 2013, through April 24, 2013.

4. **M&C G-17856 - Authorize Execution of a Professional Services Agreement with CP&Y, Inc., for a Total Fee Not to Exceed \$89,408.00 for a Wildlife Hazard Assessment at Fort Worth Alliance Airport (COUNCIL DISTRICT 2)**

The City Council approved the following recommendation: Authorize the execution of a professional services agreement with CP&Y, Inc., for a total fee not to exceed \$89,408.00 for a Wildlife Hazard Assessment at Fort Worth Alliance Airport.

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

1. **M&C P-11508 - Authorize Purchase Agreements with Multiple Vendors for Video Production Equipment for the Fort Worth Television Office in the Amount of \$82,382.00 for the First Year (ALL COUNCIL DISTRICTS)**

The City Council approved the following recommendation: Authorize purchase agreements with multiple vendors for video production equipment for the Fort Worth Television Office in the amount of \$82,382.00 for the first year.

2. **M&C P-11509 - Authorize Execution of an Agreement with Gulf South Risk Services, Inc., in the Amount of \$300,000.00 for Subrogation and Recovery Services for Risk Management Claims (ALL COUNCIL DISTRICTS)**

The City Council approved the following recommendation: Authorize the execution of an agreement with Gulf South Risk Services, Inc., in the amount of \$300,000.00 for subrogation and recovery services for Risk Management claims for a three-year period.

3. **M&C P-11510 - Authorize Purchase of a Ford F-550 Fire Attack Patrol Unit for the Fire Department from Chastang Enterprises, Inc. d/b/a Chastang's Bayou City Ford, in the Amount of \$200,168.00 Using a Cooperative Contract (ALL COUNCIL DISTRICTS)**

The City Council approved the following recommendation: Authorize the purchase of a Ford F-550 fire attack patrol unit for the Fire Department from Chastang Enterprises, Inc. d/b/a Chastang's Bayou City Ford, in the amount of \$200,168.00 using the Houston Galveston Area Council Cooperative Contract No. FS12-11.

4. **M&C P-11511 - Authorize Purchase of a Ford F-450 Brush Truck for the Fire Department from Chastang Enterprises, Inc. d/b/a Chastang's Bayou City Ford in the Amount of \$158,485.00 Using a Cooperative Contract (ALL COUNCIL DISTRICTS)**

The City Council approved the following recommendation: Authorize the purchase of a Ford F-450 brush truck for the Fire Department from Chastang Enterprises, Inc. d/b/a Chastang's Bayou City Ford, in the amount of \$158,485.00, using the Texas Association of School Boards Cooperative Contract No. 323-09 for the Fire Department.

C. **Land - Consent Items**

1. **M&C L-15533 - Authorize Acquisition of a Fee Simple Interest in 0.011 Acres of Land for Right-of-Way Owned by Elder Investments, a Texas Partnership, Located at 2400 East Rosedale Street for the East Rosedale Street Improvements Project, in the Amount of \$4,739.00 and Authorize Payment of Estimated Closing Costs Up to \$2,000.00 (COUNCIL DISTRICT 8)**

The City Council approved the following recommendation: Authorize the acquisition of a fee simple interest in 0.011 acre of land for right-of-way owned by Elder Investments, a Texas partnership, located at 2400 East Rosedale Street for the East Rosedale Street Improvements Project; find that the total purchase price in the amount of \$4,739.00 is just compensation; and authorize the City Manager or his designee to accept the conveyance, pay just compensation, record the appropriate instrument and pay estimated closing costs up to \$2,000.00.

E. **Award of Contract - Consent Items**

1. **M&C C-26190 - Authorize Execution of a Contract with Conatser Construction TX, LP, in the Amount of \$1,858,606.05 for Pavement Reconstruction and Water and Sanitary Sewer Main Replacement, Contract 5B, on Portions of Strong Avenue, Dowdell Street and Hanger Avenue, Provide for Project Costs and Contingencies for a Project Total in the Amount of \$2,159,570.00 and Adopt Appropriation Ordinances (COUNCIL DISTRICT 5)**

The City Council approved the following recommendation: Authorize the transfer of \$877,359.00 from the Water and Sewer Fund in the amount of \$659,298.00 to the Water Capital Projects Fund and \$218,061.00 to the Sewer Capital Projects Fund; adopt Appropriation Ordinance No. 20693-04-2013, increasing the estimated receipts and appropriations in the Water Capital Projects Fund in the amount of \$659,298.00 from available funds, for the purpose of pavement reconstruction, water and sanitary sewer main replacement for Strong Avenue, Vaughn Boulevard to Campbell Street; Dowdell Street, Baylor Street to Martin Luther King Fwy; Hanger Avenue, Burchill Road to Vaughn Boulevard and Hanger Avenue, South Collard

Street to Campbell Avenue; adopt Appropriation Ordinance No. 20694-04-2013, increasing the estimated receipts and appropriations in the Sewer Capital Projects Fund in the amount of \$218,061.00, from available funds, for the same purpose stated above; and authorize the execution of a contract with Conatser Construction TX, LP, in the amount of \$1,858,606.05 for water and sanitary sewer main replacement for the streets listed above.

2. **M&C C-26191 - Authorize Execution of a Construction Contract with McClendon Construction Company, Inc., in the Amount of \$415,712.00 for Paving, ADA Ramps and Traffic Signal Improvements at Three Intersections, South Hulen Street at Overton Plaza, West Seventh Street at Carroll Street, and Handley Ederville Road at Randol Mill Road and Provide for Project Costs and Contingencies for a Project Total in the Amount of \$646,125.00 (COUNCIL DISTRICTS 3, 4, and 7)**

The City Council approved the following recommendation: Authorize the execution of a construction contract with McClendon Construction Company Inc., in the amount of \$415,712.00 for paving, ADA ramps and traffic signal improvements at three intersections, South Hulen Street at Overton Plaza, West Seventh Street at Carroll Street, and Handley Ederville Road at Randol Mill Road and provide for project costs and contingencies for a project total in the amount of \$646,125.00.

3. **M&C C-26192 - Authorize Execution of Change Order No. 4 to City Secretary Contract No. 40679, with Concho Construction Company, Inc., in the Amount of \$123,878.00, for the Construction of Clearfork Main Street Bridge, Thereby Increasing the Total Contract Amount to \$9,886,420.16 (COUNCIL DISTRICT 3)**

The City Council approved the following recommendation: Authorize execution of Change Order No. 4 to City Secretary Contract No. 40679, with Concho Construction Company, Inc., in the amount of \$123,878.00, for the construction of Clearfork Main Street Bridge, thereby increasing the total contract amount to \$9,886,420.16.

4. **M&C C-26193 - Authorize Credit Sales Agreement with Trinity River Mitigation Bank, LTD, in the Amount of \$96,250.00 for the Mitigation of Waters of the United States Associated with Stormwater Improvements on the East Rosedale IH35 W to US 287 Project (COUNCIL DISTRICT 8)**

The City Council approved the following recommendation: Authorize a credit sales agreement with Trinity River Mitigation Bank, LTD, in the amount of \$96,250.00 for the mitigation of Waters of the United States associated with stormwater improvements on the East Rosedale IH35 W to US 287 project.

5. **M&C C-26194 - Authorize Execution of a Ground and Building Lease Agreement with OV-10 Bronco Association, Inc. d/b/a Veterans Memorial Air Park d/b/a Forward Air Controller's Museum, for Lease Site 35S at Fort Worth Meacham International Airport (COUNCIL DISTRICT 2)**

The City Council approved the following recommendation: Authorize the execution of a Ground and Building Lease Agreement with OV-10 Bronco Association, Inc. d/b/a Veterans Memorial Air Park d/b/a Forward Air Controller's Museum, for lease site 35S at Fort Worth Meacham International Airport.

VIII. PRESENTATIONS BY THE CITY SECRETARY - CONSENT ITEMS

1. **OCS - 1883 - Notice of Claims for Alleged Damages and/or Injuries**

End of Consent Agenda.

E. **Award of Contract - Removed from Consent Agenda for Individual Consideration**

6. M&C C-26195 - Authorize Execution of an Amendment and Restatement of City Secretary Contract No. 28453 Between the City of Fort Worth and Colonial Country Club and Streams and Valleys, Inc., for the Use of Forest Park and Adopt Appropriation Ordinance (COUNCIL DISTRICT 9)

It was recommended that the City Council authorize the execution of an agreement with Colonial Country Club for the use of a portion of Forest Park for a 45-day period related to the annual golf tournament in May; authorize the execution of an agreement with Streams and Valleys, Inc., to accept the amount of \$27,675.00 annually as a portion of the funds generated by the agreement to be directed toward parkland and river corridor improvements; and adopt an appropriation ordinance, increasing the estimated receipts and appropriations in the Park Improvements Fund in the amount of \$2,500.00, from available funds, for the license of a portion of Forest Park for a 45-day period related to Colonial Country Club's Annual Golf Tournament.

Mr. Richard Zavala, Director, Parks and Community Services Department advised that an amendment to recommendation number two (2) be made by deleting current verbiage and replacing with "Authorize the execution of an agreement with Streams and Valleys, Inc., concerning the use of a portion of the funds generated by the Colonial Country Club agreement."

Motion: Council Member Shingleton made a motion, seconded by Council Member Espino, that Mayor and Council Communication No. C-26195 be approved as amended and Appropriation Ordinance No. 20695-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

IX. SPECIAL PRESENTATIONS, INTRODUCTIONS, ETC.

1. Presentation by Baylor All Saints Medical Center at Fort Worth

Dr. David Klein, Interim President, Baylor All Saints Medical Center at Fort Worth, expressed his appreciation to the Fort Worth Fire Department and MedStar for their assistance and partnership during the Chest Pain Cycle 4 Accreditation from the Society of Cardiovascular Patient Care and added that Baylor All Saints was the first hospital in Fort Worth to receive this designation. He presented plaques to the following individuals:

Medstar

- Sean Burton, Clinical Programs Manager
- Steve Springer, Director of Clinical Operations

Fort Worth Fire Department

- Fernando Gonzalez, Executive Deputy Chief
- David Coble, Deputy Chief
- Wendell Lancaster, Division Chief
- Richard Harrison, Battalion Chief
- Pat Vasquez, Division Chief

2. Presentation of ScottsMiracle-Gro \$25,000.00 Grant

Mayor Price presented a \$25,000.00 donation to Mr. Henry Painter, Director of the Fort Worth Botanic Garden, and Ms. Dolores Geisel, President of the Fort Worth Botanical Society. She stated that at the U.S. Conference of Mayors in January 2013, in Washington D.C., she had accepted a \$25,000.00 donation from Scotts Miracle-Gro. She stated that this was designed to create 1,000 gardens and green spaces in the U.S., Canada and Europe by 2018 and to encourage children. She pointed out that Fort Worth was only one (1) of five (5) cities in the nation that received the grant. She added that Scotts Miracle-Gro would be at the Botanic Gardens on Friday, April 12, 2013, from 10:00 a.m. - 12:00 p.m. and that representatives from The Scotts Company would be on-site at the Children's Vegetable Garden, where children could learn about growing their own food and healthy eating. She further stated that the expansion on this would give children hands-on experience, learning about nutrition and that it would fit perfectly with the City's initiative of FitWorth.

Mr. Painter expressed his appreciation to the Mayor and Council and stated that the Botanic Gardens had a wonderful children's vegetable garden. He added that Ms. Geisel had challenged him to get the staff together to redesign the garden and then she would find the money and enlist the help of the Tarrant County Master Gardener's to put the garden in and maintain the garden. They would also share with the Botanic Garden staff the responsibility of educating citizens and broadening the scope from children to families. He also expressed appreciation to Ms. Geisel for the challenge and to Scotts Miracle-Gro for recognizing their efforts.

Council Member Scarth advised that Ms. Geisel would be leaving Fort Worth and the Fort Worth Botanical Society. He expressed the Council's appreciation to her for her work and stated she had been a treasure to the City and the Botanical Garden.

X. ANNOUNCEMENTS BY CITY COUNCIL MEMBERS AND STAFF

1. Upcoming and Recent Events

Council Member Allen Gray announced the invitation of all citizens to join her and the Mayor for the District 8 Walk at Cobb Park on Saturday, April 13, 2013, from 9:00 a.m. to 10:00 a.m.

Mayor Pro tem Zimmerman announced that individuals from MedStar and the Fort Worth Fire Department had received a prestigious award. He stated that each year the Journal of Emergency Medical Services (JEMS) named ten (10) individuals who had led significant innovation in the Emergency Medical Services (EMS) profession. He further stated that since the inception in 2008, the EMS-10 Award had always cited individuals who had made the biggest impact in EMS up until now. He added that the entire MedStar agency was recognized for multiple outstanding innovations brought to the EMS industry and that EMS MedStar was known far and wide as tremendous innovators by ensuring the citizens were taken care of. He stated that the Editor-in-Chief of JEMS, A.J. Heightman, had cited MedStar's numerous innovations designed to change emergency medical services to mobile health care. He added that the award was presented to Doug Hooten, Executive Director of MedStar, on March 6, 2013. It was noted that the entire MedStar staff had taken the challenge to deliver care to the community and he expressed his appreciation to all.

Council Member Shingleton announced that it was race week at the Texas Motor Speedway. He stated that on Friday, April 12, 2013, at 6:30 p.m. the Nationwide Truck race would be held and on Saturday, April 13, 2013, at 7:30 p.m. the Sprint Car race would be held. He invited everyone to attend to the races.

Council Member Moss announced that on Saturday, April 20, 2013, from 10:00 a.m. to 12:00 p.m., at the Ebenezer Missionary Baptist Church Brighter Outlook Center, located at 1901 Amanda Avenue, there would be a meeting to review the Cavile Place and the Historic Stop Six Neighborhood Transformation Plan. He encouraged everyone interested to attend this meeting.

Council Member Jordan announced that on Saturday, April 27, 2013, from 10:00 a.m. to 2:00 p.m., the South Division of the Police Department, Neighborhood Patrol Officers and Citizens on Patrol would hold the Annual Community Safety Fair in the Aldi parking lot at the corner of McCart and Sycamore School Road. He invited all citizens to attend.

Council Member Scarth announced that he wanted to extend an invitation to everyone on the east side of Fort Worth to have coffee and breakfast with the Mayor and himself on Saturday, April 20, 2013, from 8:30 a.m. to 11:00 a.m., at the American Legion Hall on the Northeast Loop 820 service road near John T. White and Randol Mill Road.

Council Member Burns announced that on Thursday, April 11, 2013, from 9:00 a.m. to 1:00 p.m., at the First Presbyterian Church, located at 1000 Penn Street, the Fort Worth Advisory Commission on Ending Homelessness would have the 2013 Project Homeless Connect event. He stated that this was a one (1) day fair where homeless citizens could receive services and hospitality on the spot. He further stated that this event was to create a health fair style experience that would expand on healthcare for services such as housing, jobs, social services and pastoral care. He added that more than 300 homeless citizens had attended the fair last year.

2. Recognition of Citizens

There were no citizens recognized at this time.

3. Approval of Ceremonial Travel

There was no approval necessary of ceremonial travel.

XI. PRESENTATIONS BY THE CITY COUNCIL

1. Changes in Membership on Boards and Commissions

Motion: Council Member Scarth made a motion, seconded by Mayor Pro tem Zimmerman, that the individuals listed below be appointed to the Art Commission, with terms expiring as reflected:

- Ms. Dana M. Compton to Place 3 (Community Representative position), with a term expiring September 30, 2013
- Ms. Bethany Dodson to Place 7 (Community Representative position), with a term expiring September 30, 2013
- Ms. Renita Joyce Smith to Place 8 (Community Representative position), with a term expiring September 30, 2014 be approved.

The motion carried unanimously 9 ayes to 0 nays.

Motion: Mayor Pro tem Zimmerman made a motion, seconded by Council Member Scarth, that Mr. Robert A. Dellamura be appointed to Place 3 on the Urban Design Commission, with a term expiring October 1, 2013. The motion carried unanimously 9 ayes to 0 nays.

XII. 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.

XIII. RESOLUTION

1. A Resolution Amending the City of Fort Worth's 2013 State Legislative Program

It was recommended that the City Council adopt a Resolution amending the City of Fort Worth's 2013 State Legislative Program.

Motion: Council Member Scarth made a motion, seconded by Mayor Pro tem Zimmerman, that Resolution No. 4195-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

XIV. REPORT OF THE CITY MANAGER

B. General

1. M&C G-17857 - Adopt Fort Worth Permanent Fund Investment Policy and Strategy (ALL COUNCIL DISTRICTS)

City Secretary Kayser advised that Mayor and Council Communication No. G-17857 had been continued until the April 16, 2013, Council meeting.

2. M&C G-17858 - Authorize Acceptance of a Monetary Donation for the Fire Department from the Wal-Mart Foundation in the Amount of \$1,000.00 and Adopt Appropriation Ordinance (COUNCIL DISTRICT 8)

It was recommended that the City Council authorize the acceptance of a monetary donation for the Fire Department from the Wal-Mart Foundation in the amount of \$1,000.00; and adopt an appropriation ordinance increasing estimated receipts and appropriations in the Special Trust Fund in the amount of \$1,000.00, subject to receipt of a monetary donation from the Wal-Mart Foundation, for the purpose of purchasing equipment and/or furnishing for Fort Worth Fire Station Number 4.

Motion: Council Member Allen Gray made a motion, seconded by Council Member Moss, that Mayor and Council Communication No. G-17858 be approved with appreciation and that Appropriation Ordinance No. 20696-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

3. M&C G-17859 - Authorize Acceptance of a Donation of a 2001 Ford Eldorado Mini Bus from Atmos Energy Corporation Valued in the Amount of \$20,000.00 for the Parks and Community Services Department for Use by the Community Action Partners Program (ALL COUNCIL DISTRICTS)

It was recommended that the City Council authorize the acceptance of the donation of a 2001 Ford Eldorado Mini Bus from Atmos Energy Corporation valued in the amount of \$20,000.00, for use by the Parks and Community Services Department's Community Action Partners as a tool for community outreach efforts.

Motion: Council Member Scarth made a motion, seconded by Mayor Pro tem Zimmerman, that Mayor and Council Communication No. G-17859 be approved. The motion carried unanimously 9 ayes to 0 nays.

C. Purchase of Equipment, Materials, and Services

1. M&C P-11512 - Authorize Purchase Agreement with Enforcement Video, LLC d/b/a Watchguard Video, in the Amount of \$1,500,060.00 for the First Year for In-Car Digital Video Recording Systems, Using the Houston Galveston Area Council Cooperative Contract No. EF04-13 for the Police Department (ALL COUNCIL DISTRICTS)

It was recommended that the City Council authorize a purchase agreement with Enforcement Video, LLC d/b/a Watchguard Video, in the amount of \$1,500,060.00 for the first year, for in-car digital video recording systems, using the Houston Galveston Area Council Cooperative Contract No. EF04-13 for the Police Department.

Motion: Council Member Burns made a motion, seconded by Mayor Pro tem Zimmerman, that Mayor and Council Communication No. P-11512 be approved. The motion carried unanimously 9 ayes to 0 nays.

D. Land

1. M&C L-15534 - Authorize Condemnation by Eminent Domain of a Fee Simple Interest in 0.056 Acres of Land for Right-of-Way and 0.041 Acres of Land for a Temporary Construction Easement Located at 1224 South Ayers Avenue, Owned by Majid Hemasi and Fatemeh S. Bassampour, for the East Rosedale Street Improvement Project (COUNCIL DISTRICT 8)

It was recommended that the City Council declare that negotiations between the City and landowner, to acquire a fee simple interest in 0.056 acre of land for right-of-way and 0.041 acre of land for temporary construction, owned by Majid Hemasi and Fatemeh S. Bassampour, and known as 1224 South Ayers Avenue, Lot 4, Block R-F, Hallbrook Addition, City of Fort Worth, Tarrant County, Texas, were unsuccessful because of the inability to reach an agreement to purchase; declare the necessity to acquire the fee simple and temporary easement interests in the subject property for the reconstruction of East Rosedale Street from U.S. 287 to west of Miller Avenue, authorize the City Attorney to institute condemnation by eminent domain proceedings for a fee simple interest in 0.056 acre of land to be used for right-of-way and 0.041 acre of land for temporary construction; authorize the payment pursuant to an award of commissioners and/or upon negotiated settlement in lieu of condemnation by eminent domain; and authorize the acceptance and recording of appropriate instruments.

Motion: Council Member Allen Gray made a motion, seconded by Council Member Scarth, that Mayor and Council Communication No. L-15534 be approved and that the Fort Worth City Council authorize the use of the power of eminent domain to acquire a fee simple interest in 0.056 acre of land for right-of-way and an easement interest in 0.041 acre of land for temporary construction from Majid Hemasi and Fatemeh S. Bassampour, needed for the East Rosedale Street Improvements Project, from the tract of land known as Lot No. 4, Block R-F, Hallbrook Addition, Fort Worth, Tarrant County, Texas, also known as 1224 South Ayers Avenue. The land rights will be used to construct a traffic round-about at the East Rosedale, Ayers Avenue and Avenue E intersection. The necessary right-of-way is described by metes and bounds and depicted by survey plats attached to Mayor and Council Communication No. L-15534. The motion carried unanimously 9 ayes to 0 nays.

F. Award of Contract

1. [M&C C-26196 - Authorize Second Amendment to Extend the Existing Specialty Assets Investment Account Agreement with JPMorgan Chase Bank, N.A., for an Additional Amount Up to \\$60,000.00 for Oil and Gas Mineral Banking Services \(ALL COUNCIL DISTRICTS\)](#)

It was recommended that the City Council authorize a second amendment to extend the existing Specialty Assets Investment Account Agreement with JPMorgan Chase Bank, N.A., for Oil and Gas Mineral Banking Services for an additional amount up to \$60,000.00, for a total agreement in the amount of \$600,000.00, and to extend the term of the agreement until the new contract for banking and trust services is finalized and transition is complete or until October 13, 2013, whichever comes first.

Mayor Pro tem Zimmerman and Council Members Espino, Scarth, Jordan, Allen Gray and Burns stated that they had a normal banking relationship with JP Morgan Chase Bank, N.A.

Motion: Council Member Shingleton made a motion, seconded by Council Member Scarth, that Mayor and Council Communication No. C-26196 be approved. The motion carried unanimously 9 ayes to 0 nays.

2. M&C C-26197 - Authorize Execution of a Community Facilities Agreement with the Burlington Northern Santa Fe Railroad in the Amount of \$3,638,009.29 with City Participation Not to Exceed \$548,758.83, Authorize Execution of a Community Facilities Agreement with the Union Pacific Railroad in the Amount of \$301,425.00 with City Participation Not to Exceed \$6,376.00, Authorize Execution of a Funding Agreement in the Amount of \$1,000,000.00 with the Burlington Northern Santa Fe Railroad and Adopt Appropriation Ordinances to Increase the Capacity of the Tower 55 Railroad Interchange (COUNCIL DISTRICTS 8 and 9)

It was recommended that the City Council adopt an appropriation ordinance increasing estimated receipts and appropriations in the Capital Projects Reserve Fund in the amount of \$1,000,000.00 from available funds, for the purpose contributing to Burlington Northern Santa Fe and Union Pacific Railroads utility relocation and other construction to improve the Tower 55 at grade rail intersection; authorize the transfer of \$1,000,000.00 from the Capital Projects Reserve Fund to the Specially Funded Capital Projects Fund; adopt an appropriation ordinance increasing estimated receipts and appropriations in the Specially Funded Capital Projects Fund in the amount of \$1,000,000.00 from available funds for the purpose of advancing the City's objectives, with respect to the Tower 55 improvements; authorize the execution of the Tower 55 Funding Agreement in the amount of \$1,000,000.00; authorize execution of a Community Facilities Agreement with the Burlington Northern Santa Fe Railroad in the amount of \$3,638,009.29 with City participation not to exceed \$548,758.83, for pavement and intersection improvements and for the relocation of water, sanitary sewer and storm sewer services in the area; and authorize execution of a Community Facilities Agreement with the Union Pacific Railroad in the amount of \$301,425.00, with City participation not to exceed \$6,376.00 for water and sanitary sewer improvements.

Motion: Council Member Burns made a motion, seconded by Council Member Allen Gray, that Mayor and Council Communication No. C-26197 be approved and that Appropriation Ordinance Nos. 20697-04-2013 and 20698-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

3. M&C C-26198 - Adopt Resolution Authorizing Execution of Amendment No. 1 to Terminate the 2006 Local Project Advance Funding Agreement, City Secretary Contract No. 34823 and Authorizing Execution of a Local Project Advance Funding Agreement with the Texas Department of Transportation and Tarrant County in the Amount of \$6,288,244.00 for Improvements to East First Street (COUNCIL DISTRICT 4)

It was recommended that the City Council adopt a resolution authorizing the execution of Amendment No. 1 to the 2006 Local Project Advance Funding Agreement (M&C C-21412), with the Texas Department of Transportation to terminate the funding agreement; and execute a new Local Project Advance Funding Agreement with the Texas Department of Transportation and Tarrant County, in the amount of \$6,288,244.00, for improvements to East First Street between Beach Street and Oakland Boulevard, and authorize payment to Texas Department of Transportation, in the amount of \$622,940.00, for costs related to improvements to East First Street, in accordance with the Local Project Advance Funding Agreement.

Motion: Council Member Scarth made a motion, seconded by Mayor Pro tem Zimmerman, that Mayor and Council Communication No. C-26198 be approved with appreciation and that Resolution No. 4196-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

XV. CITIZEN PRESENTATIONS

There were no citizen presentations.

XVI. EXECUTIVE SESSION (PRE-COUNCIL CHAMBER) - SEE ATTACHMENT B

XVII. ADJOURNMENT

There being no further business, Mayor Price adjourned the regular meeting at 7:37 p.m.



TO: The Honorable Mayor and City Council Members
FROM: Zim Zimmerman, District 3 Council Member
DATE: April 16, 2013
SUBJECT: Board and Commission Appointment

Request your consideration to approve the appointment to the following board/commission/committee with a term expiring as indicated:

- Bruce Cox, City Plan Commission and Capital Improvements Advisory Committee for Transportation Impact Fees with term expiring October 1, 2013

This memorandum and a copy of the application were sent to each Council Member electronically. The original documents will be maintained in the City Secretary's Office.

W.B. "ZIM" ZIMMERMAN
CITY COUNCIL - DISTRICT 3

THE CITY OF FORT WORTH ★ 1000 THROCKMORTON STREET ★ FORT WORTH, TEXAS 76102
817-392-8803 ★ FAX 817-392-6187 ★ district3@fortworthgov.org

To the Mayor and Members of the City Council

April 16, 2013

Page 1 of 2



SUBJECT: FEBRUARY 2013 – SALES TAX UPDATE

Sales tax revenue represents approximately 20% of the City’s General Fund budget. Staff is committed to providing you regular updates on this important and sometimes volatile revenue source. The Texas Comptroller’s Office posted results on April 10th. The results are dependent upon the timeliness and accuracy of sales tax payers’ returns. This payment from the State represents taxes collected on sales that occurred primarily in the month of February. In this report, you will see Fort Worth’s sales tax collection compared to last year and the impact on the current year’s budget.

MONTHLY NET SALES TAX COLLECTIONS FOR FEBRUARY

CITY OF FORT WORTH

February 2013	\$8,357,523	<u>DOLLAR VARIANCE</u>	↓	<u>% VARIANCE</u>	↓
February 2012	\$8,372,050	(\$14,527)		(0.2%)	



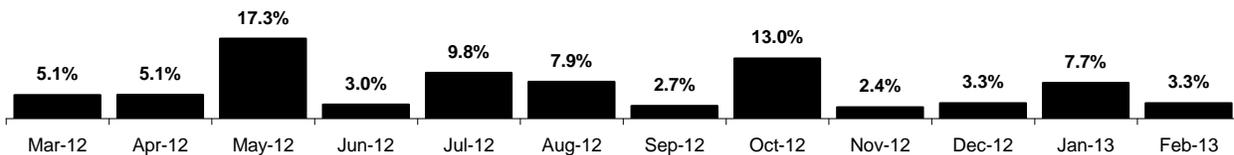
The City’s net sales tax collection is down **(\$14,527) or (0.2%)** compared to this month last year primarily as a result of audit adjustments. As depicted in the table below, the City experienced **\$264,923 or 3.3%** in positive growth when compared to last year’s current period collections for the same month. This trend represents growth in pure economic activity when compared to the same month last year.

COLLECTION DETAIL FOR CITY SALES TAX

	February 2012	February 2013	CHANGE	CHANGE
Current Period Collections:	\$8,103,302	\$8,368,224	\$264,923	3.3% ↑
Other Collections:	\$327,323	\$252,369	(\$74,953)	-22.9%
Audit Collections:	\$119,647	(\$99,493)	(\$219,141)	-183.2%
Service Fee:	(\$171,005)	(\$170,422)	\$583	0.3%
Retainage:	(\$7,216)	\$6,845	\$14,061	194.9%
Net Collections	\$8,372,050	\$8,357,523	(\$14,527)	-0.2% ↓

CURRENT PERIOD COLLECTIONS

Change vs. Same Month in Prior Year



To the Mayor and Members of the City Council

April 16, 2013

Page 2 of 2



SUBJECT: FEBRUARY 2013 – SALES TAX UPDATE

CITY OF FORT WORTH BUDGET COMPARISON - FY2013

	ADOPTED BUDGET	FISCAL YEAR PROJECTION	VARIANCE		
CITY OF FORT WORTH	\$ 108,798,434	\$ 112,773,476	3.7%	▲	\$ 3,975,042
CRIME CONTROL AND PREVENTION DIST.	\$ 49,795,976	\$ 52,783,659	6.0%	▲	\$ 2,987,683
MASS TRANSIT AUTHORITY - THE "T"	\$ 57,231,467	\$ 58,122,772	1.6%	▲	\$ 891,305

The City has collected **\$3,975,042 or 3.7%** more than the FY2013 adopted budget. As depicted above, you will also see how the positive results are affecting our partner agencies. This is the fifth collection for the fiscal year and while results are encouraging, Staff recommends maintaining a conservative forecast for FY2013 as we continue to experience uncertainty with the national economy and potential audit adjustments. The chart below indicates how other cities in the region compared to FY2012.

**CITY OF FORT WORTH
CITY COMPARISONS - FY2013 v. FY2012**

CITY	First Qtr	January	February	YTD
EULESS	17.1%	16.0%	8.0%	15.1%
SOUTHLAKE	11.3%	21.1%	17.3%	14.0%
ARLINGTON	-1.7%	62.7%	5.8%	11.3%
GRAND PRAIRIE	12.6%	9.1%	4.6%	10.5%
GRAPEVINE	9.3%	14.0%	3.0%	8.9%
KELLER	7.2%	12.7%	7.9%	8.2%
DALLAS	7.4%	12.7%	4.1%	7.8%
FORT WORTH	7.6%	8.3%	-0.2%	6.3%
BEDFORD	3.2%	13.2%	2.5%	4.9%
NORTH RICHLAND HILLS	-4.4%	-1.5%	56.9%	3.2%
WATAUGA	0.3%	11.2%	4.6%	2.9%
HURST	-0.5%	6.7%	-5.8%	-0.2%
BURLESON	-9.5%	2.7%	-3.3%	-6.2%
STATE TOTAL	10.3%	6.1%	3.7%	8.1%

Again, hopefully you find this additional information helpful. If you have any questions, please call Horatio Porter, Chief Financial Officer, at 817.392.2379.

**Tom Higgins
City Manager**

**To the Mayor and Members of the City Council****April 16, 2013**

Page 1 of 1

SUBJECT: ERP PHASE II QUARTERLY UPDATE

The purpose of this Informal Report is to provide the City Council an update on the status of the Enterprise Resource Planning (ERP) Phase II initiative. Staff will provide quarterly Informal Reports with an emphasis on recent activities, upcoming activities, and project risks.

Since the January 2013 update, the project team met with every City department to gather information on the existing business processes and inter-department activities, in preparation for "Fit/Gap" sessions.

Fit/Gap sessions, which are designed to identify the "fits" and the "gaps" between the PeopleSoft application and City processes, began on March 11, 2013 and continue through June 2013. These sessions involve over 80 fiscal and function-specific representatives from all departments. In these sessions, the project team will demonstrate how PeopleSoft fulfills specific City needs. Some needs, however, will result in changes to the existing business practice and some may require changes to the system. The project team will develop options and reconvene with department representatives to review, select, and approve the best options that meet the City's needs.

As part of the initiative, the project has established the baseline internal controls framework that will be used to guide the design of the new system and business processes. This framework consists of over 500 specific controls and will be used in the assessment of the new business system in the achievement of improving internal controls practices. The control framework will be updated to incorporate additional controls throughout the life of the project.

Over the next quarter of 2013, the project team will complete the Fit/Gap sessions with the departments and develop the baseline design of the system as well as any required changes. The project team will begin the technical configuration activities of the new system in anticipation of prototyping sessions planned for later in the calendar year.

At this time, no material risks have been identified that jeopardize the project's schedule, scope, or budget.

For questions or further information, please contact Greg Jordan, ERP Phase II Director at (817) 392-2836.

**Tom Higgins
City Manager**

No Documents for this Section

No Documents for this Section

No Documents for this Section

City of Fort Worth, Texas
Mayor and Council Communication

DATE: Tuesday, April 16, 2013

LOG NAME:

REFERENCE NO.: **OCS-1884

SUBJECT:

Notices of Claims for Alleged Damages and/or Injuries

RECOMMENDATION:

It is recommended that the City Council refer the notices of claims for alleged damaged and/or injuries to the Finance Department/Risk Management for evaluation and investigation.

DISCUSSION:

The procedure for filing of claims of alleged damages and/or injuries is prescribed in Chapter XXVII, Section 25 of the Charter of the City of Fort Worth, Texas.

The attached list is a summary of the notices of claims against the City of Fort Worth received in the City Secretary's Office as of 5:00 p.m., Wednesday, April 10, 2013.

Attachment

Submitted for City Secretary's Office by:

Mary J. Kayser (6152)

Originating Department Head:

Mary J. Kayser (6152)

Additional Information Contact:

Horatio Porter (2379)
Nancy McKenzie (7744)

CITY COUNCIL MEETING

Tuesday, April 16, 2013

RISK MANAGEMENT CLAIMS REPORT

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 Nancy McKenzie ext 7744 or JoAnn Rowls ext 7784. Thank you.

CLAIMANT	DATE RECEIVED	DATE OF INCIDENT	LOCATION	INCIDENT TYPE	ALLEGATION	DEPT	ESTIMATE	INJURY
Priscilla DeLeon	4/5/2013	2/23/2013	Auto Pound	Auto Damage	Key broken in ignition.	Police	Yes	No
Lavonia Dupiton	4/4/2013	3/14/2013	Loop 820 & McCart Ave.	Auto Damage	Hit by City vehicle.	TPW	No	No
Lloyd Gatobu	4/5/2013	1/15/2013	1325 Ocotillo Lane	Property Damage	Driveway damaged by poor drainage.	TPW	No	No
Rachel Butcher	4/8/2013	4/1/2013	Cromwell Marine Creek Rd.	Auto Damage	Vehicle struck open manhole.	Water	No	No
Derrick Bland	4/9/2013	4/8/2013	I-820 at Wilbarger & Sun Valley	Auto Damage	Vehicle struck metal object on the road.	TPW	No	No
Juan Salinas	4/9/2013	2/15/2013	Northside Recreation Center	Bodily Injury	Injured during basketball practice.	PACS	Yes	Yes
Margaret Creamer	4/9/2013	2/8/2013	4362 Salix Court	Reimbursement	Plumbing charge due to sewage backup.	Water	Yes	No

CLAIMANT	DATE RECEIVED	DATE OF INCIDENT	LOCATION	INCIDENT TYPE	ALLEGATION	DEPT	ESTIMATE	INJURY
Grant T. Christianson	4/9/2013	4/2/2013	1208 Elkford Lane	Property Damage	Garbage truck damaged driveway.	Code	No	No
Edward & Cora Lindsay	4/10/2013	8/24/2012	5062 Tierney Ct. South	Reimbursement	Plumbing charges due to sewage backup.	Water	Yes	No
Raymond Toney	4/10/2013	2/1/2013	Wichita Ave.	Auto Damage	Vehicle struck water valve in road.	Water	No	No

PUBLIC HEARING:

FIRST PUBLIC HEARING FOR A PROPOSED OWNER-INITIATED ANNEXATION OF APPROXIMATELY 390.5 ACRES OF LAND IN PARKER COUNTY, LOCATED NORTH OF INTERSTATE 20 AND EAST OF FM 1187/FARMER ROAD. (AX-13-002 WALSH RANCH)

- a. Report of City Staff
- b. Citizen Comments

To the Mayor and Members of the City Council**April 16, 2013**

Page 1 of 1

**SUBJECT: REGULATORY PLAN PUBLIC HEARING FOR LIMITED-PURPOSE ANNEXATION OF A PORTION OF WALSH RANCH, AX-13-002, LOCATED NORTH OF INTERSTATE 20 AND EAST OF FM 1187/FARMER ROAD (COUNCIL DISTRICT 3)**

The property owners for Walsh Ranch have requested a limited-purpose annexation that would be an addition to Council District 3. The property under consideration for annexation is 390.5 acres of the Walsh Ranch in Parker County. The property currently contains agricultural uses and gas wells. Additional residential and commercial uses are anticipated over the next several decades. The annexation area is part of the Walsh Ranch concept plan (CP-10-001). The property owners will request to zone the property in accordance with the approved plan and Economic Development Agreement C-28585 at the time of development, instead of at the time of annexation. Parcels annexed without formal zoning requests default to Agricultural Zoning. The anticipated duration of the limited purpose annexation period is governed by the Economic Development Agreement and coincides with the planned duration of the development, for a period of up to 23 years.

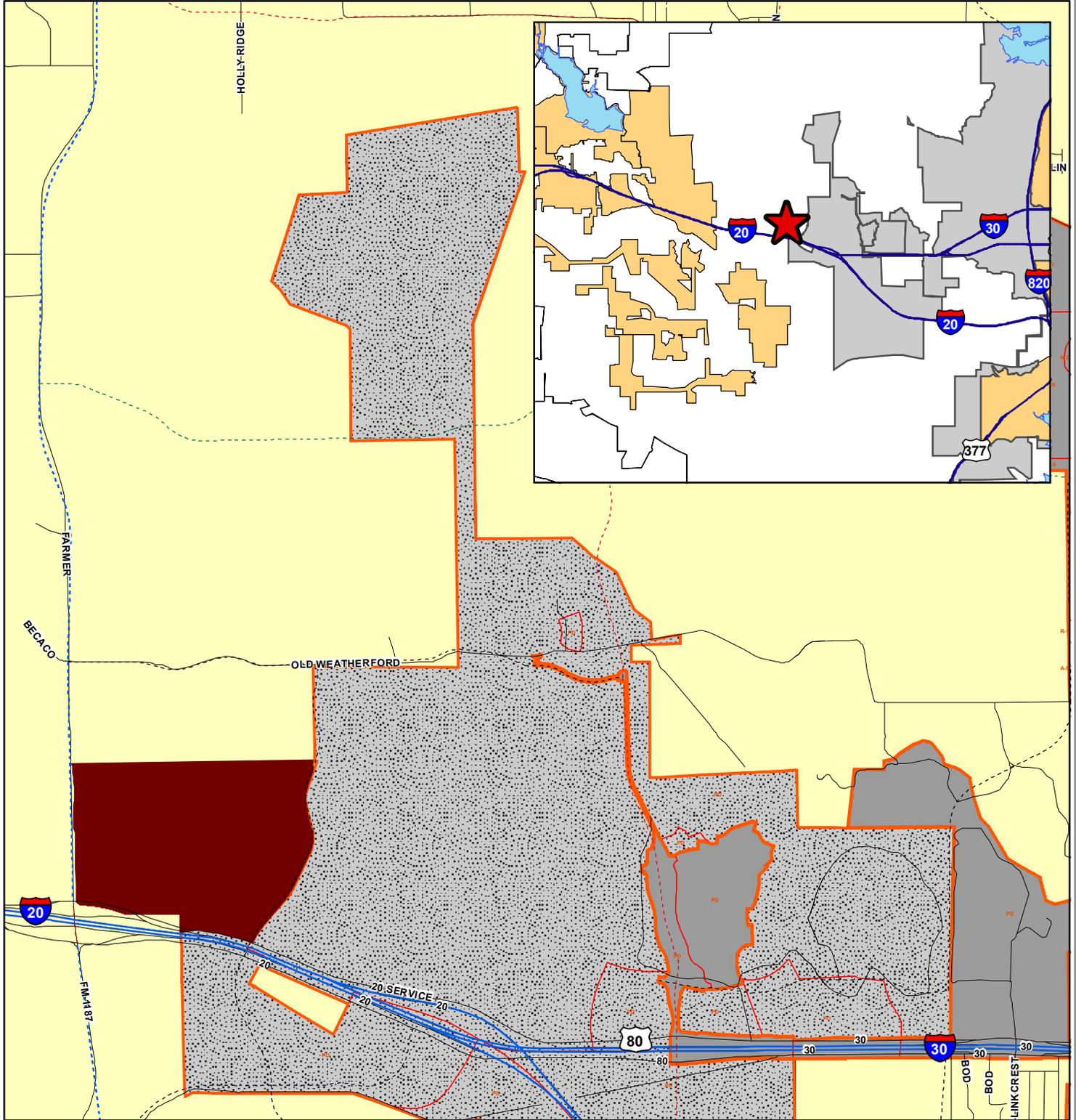
The purpose of tonight's public hearing is to collect public comments on the regulatory plan for the limited purpose annexation of property known as the Westside Property in the Economic Development Agreement C-28585. The regulatory plan approved with the original Walsh Ranch limited-purpose annexation included this additional area within its boundaries. The purpose of the regulatory plan is to memorialize the agreement between the property owner and the City regarding which City regulations will apply to the property during the limited purpose annexation. The timeframe for full-purpose annexation is contained in the Economic Development Agreement, Section 2(b) and 2(d), which generally allow that the properties be annexed for full purposes at the time of preliminary plat and allow that to occur over the duration of the project and with constraints defined in the Economic Development Agreement, or for up to 23 years.

As limited-purpose annexation has been requested, the following City services will be delayed until full-purpose annexation: police, fire, and emergency medical services; garbage pick-up; library services; building inspection and code compliance; maintenance of existing public water and sewer lines; and public roadway maintenance. The only Council action necessary is to close the public hearing after receiving public input. Final action on the limited purpose annexation will take place at the May 14, 2013 City Council meeting, which will contain an M&C to consider and institute adoption of a limited purpose annexation for this 390.5 acres in the Far West sector.

Project Case # AX-13-002 Walsh Ranch

Addition of 390.5 Acres to become part of Council District 3

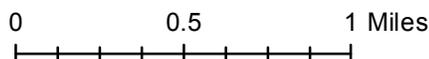
Exhibit A



Legend

- Adjacent City
- Fort Worth ETJ
- Fort Worth City Limits**
- Full Purpose
- Limited Purpose
- Proposed Limited-Purpose Annexation

Proposed Process Schedule		Map References	
1st Public Hearing	04/16/13	Mapsco	760GH, LM
2nd Public Hearing	04/23/13		761E, J
Date of Institution	05/14/13		
Current Full-Purpose Incorporated Area		335.82 Square Miles	



Planning & Development Department
4/2/13 - BK

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ECONOMIC DEVELOPMENT AGREEMENT**BETWEEN THE CITY OF FORT WORTH****AND WALSH RANCHES LIMITED PARTNERSHIP,
THE WALSH CHILDREN'S TRUSTS,
THE WALSH GRANDCHILDREN'S TRUSTS,
AND F. HOWARD WALSH, JR.,****FOR WALSH RANCH**

This Economic Development Agreement for Walsh Ranch (the "Agreement") is made as of the 6th day of May, 2003, by the **CITY OF FORT WORTH, TEXAS** ("City") and **WALSH RANCHES LIMITED PARTNERSHIP**, a Texas limited partnership ("WRLP"), **THE WALSH CHILDREN'S TRUSTS** (as defined on Schedule 1A attached hereto) (the "C-Trusts"), **THE WALSH GRANDCHILDREN'S TRUSTS** (as defined on Schedule 1B attached hereto) (the "G-Trusts"), and **F. HOWARD WALSH, JR.** ("FHWJr.") (WRLP, the C-Trusts, the G-Trusts, and FHWJr., being collectively referred to herein as "Owner").

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Parker and Tarrant Counties, Texas, and consisting of approximately 7,207 acres of land in City's extraterritorial jurisdiction, such property being more particularly described or shown in Exhibit "A" attached and incorporated by reference;

WHEREAS, the 7,207 acres of land described in Exhibit "A", less approximately 379 acres located west of Minor 2 at the northeast corner of FM 1187 and I-20 described or shown in Exhibit "B" (the "Westside Property"), are hereinafter referred to as the "Property";

WHEREAS, Owner desires to develop the Property and the Westside Property with a variety of uses including single-family, multi-family, office, retail, industrial, governmental, open-space and other uses into a quality master-planned, mixed-use community (the "Project");

WHEREAS, Owner desires that the Project be developed in general conformance with the "Concept Plan" (herein so called and referred to herein as same even as amended) attached hereto as Exhibit "C", as same may be amended from time to time;

WHEREAS, City and Owner anticipate that the Property will be annexed for limited purposes and zoned on or before November 1, 2003;

WHEREAS, City and Owner anticipate that the Westside Property will be annexed for limited purposes and zoned when water and wastewater service is available to the Westside Property;

WHEREAS, City and Owner anticipate that the Property will be annexed for full purposes in phases, in conjunction with the submittal of preliminary subdivision plats for portions of the Property, in accordance with the terms of this Agreement;

WHEREAS, because of certain attributes of the Project, City has a substantial interest in the development of the Project;

WHEREAS, development of the Project, pursuant to the terms of this Agreement, will create a valuable addition to City, will enhance City's tax base, is in the best interest of the public, and will otherwise benefit City;

WHEREAS, it is in the best interests of City that the Property, the Westside Property and the future residents of the Project be served by water and wastewater facilities provided by City;

WHEREAS, Owner and City desire that the Property and the Westside Property be served by City's water and wastewater facilities;

WHEREAS, Owner has agreed that any development of the Property and the Westside Property will be in accordance with this Agreement and the applicable development requirements of City, and City and Owner have determined that it is in the best interests of City and Owner for the Property and the Westside Property to be developed in accordance with such development requirements;

WHEREAS, Owner desires to continue to pursue approvals for the development of the Project and to construct the Project in reliance upon the terms of this Agreement;

WHEREAS, City and Owner acknowledge that the Project will be developed over a forty (40) to fifty (50) year period and agree that a stable regulatory environment is desirable for the development of the Project;

WHEREAS, City and Owner agree that this Agreement is further authorized by Texas Local Government Code Chapter 245 and that for purposes of this Agreement the Concept Plan constitutes the first permit in a series of platting permits and approvals required for the development of the Project, and it is the intent of the parties that such permit shall result in the imposition of uniform and consistent requirements as the basis for the consideration of all subsequent permits required for the Project, in accordance with Local Government Code, Chapter 245, except as specifically provided in this Agreement;

WHEREAS, in addition, the City Council of the City of Fort Worth has adopted as one of City's Strategic Goals the promotion of orderly growth in developing areas such as the Project and, in furtherance of such goal, City has created an Office of Economic Development to oversee economic development programs authorized by Texas law and approved by the City Council, including those authorized by Chapter 380 ("Chapter 380") of the Texas Local Government Code, to promote state and local economic development and to stimulate business and commercial activity in the City;

WHEREAS, in the event Owner and City determine that any of the economic benefits that may be conferred on Owner pursuant to this Agreement arise under Chapter 380, the parties agree to cooperate to execute documents required by Chapter 380;

WHEREAS, this Agreement was approved on April 29, 2003, by the Fort Worth City Council (Mayor and Council Communication C-19566);

WHEREAS, City and Owner have determined that the development of the Property and the Westside Property will best be accomplished through this Agreement;

WHEREAS, City and Owner agree that City's development requirements and the terms of this Economic Development Agreement substantially advance a legitimate interest of City;

WHEREAS, in its approval of this Agreement, the City Council has found and determined that the potential economic benefits that will accrue to City under the terms and conditions of this Agreement are consistent with City's established economic development objectives;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **THE PROJECT.** Owner is planning and developing a master-planned mixed-use community on the Property and the Westside Property, and in conjunction therewith is proposing to subdivide and obtain various land use approvals for the Property and the Westside Property.

(a) **Concept Plan.** On January 23, 2002 City's Plan Commission approved a Concept Plan for the Project which is attached as Exhibit "C" (the "Concept Plan"). Owner agrees that all future applications for subdivisions of the Property and the Westside Property shall be substantially consistent with the Concept Plan except to the extent otherwise authorized by City or the Plan Commission.

(b) **Comprehensive Plan.** City acknowledges and agrees that the Concept Plan for the Property and the Westside Property (as adopted on January 23, 2002) is consistent with the land use maps set forth in Appendix C to the Fort Worth 2003 Comprehensive Plan. The parties anticipate that on or before July 15, 2003, Owner will submit an application to zone the Property in substantial conformance with the land uses reflected in the Concept Plan, and the City Council will consider the application on or before November 1, 2003, unless the parties agree to extend the deadlines. City agrees that neither the land use map for the Property and the Westside Property in Appendix C to the 2003 Comprehensive Plan nor any other provision of the 2003 Comprehensive Plan relating specifically to the Property or the Westside Property will be amended before November 1, 2003, without Owner's approval. City further agrees that no amendment to the land use maps and/or other provisions relating to land use in the 2003 Comprehensive Plan or any subsequent comprehensive plan (collectively, the "Comprehensive Plan") that are approved after November 1, 2003, will prevent development of the Property or the Westside Property in accordance with the zoning designations approved by the City Council. City acknowledges that Owner may initiate amendments to the Comprehensive Plan so as to render the Comprehensive Plan consistent with the zoning designations for the Property or the Westside Property, as originally approved or subsequently

amended by the City Council. If Owner elects to submit an amended zoning request for the Property or the Westside Property or any portion thereof, City will consider the amended zoning request and the Comprehensive Plan amendments concurrently. The parties anticipate that City and its staff and governing bodies will support each application by Owner for an amendment to the Comprehensive Plan so long as such application is generally consistent with the zoning designation then in effect.

(c) **Master Thoroughfare Plan.** City acknowledges and agrees that the Concept Plan (as adopted on January 23, 2002) is generally in conformance with the 2002 Master Thoroughfare Plan (the "MTP"). It is anticipated that on or before August 1, 2003, City staff will initiate amendments to the MTP to render it consistent with the Concept Plan in all respects. All application fees relating to such MTP amendments are waived. The parties acknowledge that amendments to the MTP will be subject to Plan Commission and City Council review and approval. If the City Council fails to approve such MTP amendments on or before November 1, 2003, Owner shall have the right to terminate this Agreement.

(d) **Applicable Regulations.** Owner and City agree that the Property will be developed in phases over a forty (40) to fifty (50) year period and will involve numerous subdivisions requiring the platting and full purpose annexation of the Property in accordance with this Agreement. City acknowledges that the feasibility of the Project is dependent on approval by City of the land uses proposed by Owner in the Concept Plan and on a predictable and stable regulatory environment in the design of subdivisions and the design and construction of public improvements. In that regard, City and Owner agree as follows:

- (i) Owner shall file an application for limited purpose annexation of the Property on or before July 15, 2003, unless extended by written agreement by City staff and Owner, and, in connection therewith, shall seek approval by City of zoning regulations for the Property, including permitted land uses and development regulations, in substantial conformance with the Concept Plan.
- (ii) Except as otherwise stated in this Agreement, the version of City's Subdivision Regulations and Community Facilities Policy in effect on January 23, 2002 (the "Regulation Date") (except for design standards for streets and roadways) together with the absence of limitations on impervious cover and the absence of development fees (or similar payment obligations related to development of the Project) and the design standards for streets and roadways approved by the City Council on February 13, 2002, by Mayor and Council Communication G-13532 shall be applicable to development of all portions of the Property for which a preliminary plat is submitted on or before December 31, 2016 and a final plat is subsequently approved and filed in the county records.
- (iii) "Development Regulations" means the version of City's Subdivision Regulations, Community Facilities Policy, impervious cover limitations, absence of development fees, and design standards for streets and roadways applicable to the Property or the Westside Property on the applicable Regulation Date, pursuant to subsections (ii) and (iv).

- (iv) Commencing January 1, 2017, the Development Regulations in effect on January 1 of the years set out below (the "Regulation Dates") shall apply to the development of all portions of the Property or the Westside Property for which a preliminary plat is submitted during the subsequent five-year period, provided that a final plat is approved and filed in the county records, as follows:

<u>Regulation Date</u>	<u>Submission period for preliminary plats</u>
January 1, 2017	January 1, 2017 through December 31, 2021
January 1, 2022	January 1, 2022 through December 31, 2026
January 1, 2027	January 1, 2027 through December 31, 2031
January 1, 2032	January 1, 2032 through December 31, 2036
January 1, 2037	January 1, 2037 through December 31, 2041
January 1, 2042	January 1, 2042 through December 31, 2046
January 1, 2047	January 1, 2047 through December 31, 2051
January 1, 2052	January 1, 2052 through April 29, 2053

- (v) Owner may hereafter prepare and submit to City for approval certain other development standards intended specifically for the Project to be known as the "Walsh Ranch Development Standards" (the "Walsh Ranch Standards"); City shall not unreasonably withhold approval of the Walsh Ranch Standards so long as (i) same are not inconsistent with the Concept Plan, and (ii) same provide the equivalent or better assurances of development quality and aesthetics as are created by the Development Regulations then applicable pursuant to subsections (ii) or (iv) above. If the then-current Walsh Ranch Standards do not provide the equivalent or better assurances of development quality and aesthetics as are created by the version of the Development Regulations applicable under subsections (ii) or (iv), the Development Regulations will control to the extent of such inconsistency. The Walsh Ranch Standards (or, if applicable, the Development Regulations) may be amended from time to time in the same manner (and subject to the same requirements).
- (vi) Notwithstanding anything herein to the contrary, City may (i) charge fees for development permits according to the fee schedule in effect on the date of submittal of each permit application, and (ii) continue to enforce and apply (if applicable throughout the City of Fort Worth) all building codes and environmental regulations.
- (vii) City acknowledges and agrees that the Development Regulations will not apply to ranching, farming, and drilling and production of natural gas on the Property or the Westside Property until such property is annexed for full purposes, except for Subdivision Regulations and other regulations that are enforceable in the City's extraterritorial jurisdiction, which will apply.

- (viii) Notwithstanding anything in this Agreement to the contrary, if City adopts or amends a City rule, regulation or ordinance relating to development (including City's financial participation commitments or construction obligations for public infrastructure) that Owner considers more favorable to development of the Project, Owner may elect to comply with and benefit from the amended rule, regulation or ordinance.
- (ix) If Owner is entitled to greater protection with regard to the applicability of development regulations under Chapter 245 of the Local Government Code or any other provision of state law than is afforded by this Agreement, Owner may claim the benefits under state law in lieu of the provisions outlined above.
- (x) Notwithstanding anything in this Agreement to the contrary, in the event City is required by state or federal law or regulation to adopt one or more ordinances that apply to the development of the Property or the Westside Property including, but not limited to, ordinances implementing storm water discharge regulations, such ordinance shall become applicable to the development of the Property upon the effective date of the ordinance unless the ordinance specifies to the contrary, provided, however:
 - (i) Such ordinance must be one generally and uniformly applicable to all development within the City, unless otherwise required by state or federal law; and
 - (ii) Such ordinance must provide that property located within the City and its extraterritorial jurisdiction which upon the effective date of the ordinance is being developed pursuant to one or more approved preliminary or final plats or other permits approved by City shall be exempt from application of the ordinance, to the extent allowable under state or federal law or regulation; provided that
 - (iii) Such ordinance shall exempt the Property, or portion thereof, or portion of such ordinance, which is permitted to be exempted under such state or federal law or regulation by virtue of this Agreement or the commencement of development of the Property.

(e) **Additional Approvals.** Owner shall obtain approvals as required by the Development Regulations and this Agreement prior to its development of any of the Property or the Westside Property. The parties anticipate that City and its staff and governing bodies will support and accept all such subsequent applications for development approvals or permits by Owner, including but not limited to applications for annexation, preliminary plat and final plat approval, so long as such applications comply with the Development Regulations and substantially conform with the Concept Plan and the zoning enacted pursuant to paragraph 2(b) below. Owner agrees to pay the applicable processing/review fees for such future development approvals that are in effect city-wide on the date such subsequent applications are filed.

(f) **Procedure for Development of the Property.** Except as set forth below, prior to commencing construction of any structure on the Property, Owner shall comply with the following procedure: (i) submit a preliminary subdivision plat and request for full purpose annexation for the property, pursuant to paragraph 2(e); (ii) obtain approval of the preliminary plat and the full purpose annexation ordinance; (iii) obtain approval of and file final plat in the county records; and (iv) obtain all required construction permits. Owner may commence construction of one or more temporary construction yards and construction staging areas without complying with the annexation and platting requirements (i) through (iii) set out above. Construction of public infrastructure is subject to compliance with the City's Community Facilities Policy applicable in accordance with paragraph 1(d). The provisions of this paragraph also apply to portions of the Westside Property that are developed after water and wastewater service is available to such property, in accordance with paragraph 2(g). Notwithstanding anything herein to the contrary, Owner may construct structures utilized in farming and ranching or for drilling or production of natural gas without complying with the terms of this paragraph. Further, Owner may construct a maximum of ten (10) model homes and two sales offices without complying with the terms of this paragraph, provided that such structures shall be built to City standards and shall comply with NFPA Standard 1231 (1993) relating to water supplies for suburban and rural firefighting.

(g) **Moratoriums.** Except to the extent required by a court order, City agrees not to impose any development or other moratorium binding upon the Property or the Westside Property that would prohibit the Owner from making applications to City, or prohibit City from approving such applications, related to the development of the Property or the Westside Property for the uses generally described in the Concept Plan. In the event City is served with a court order requiring a moratorium which affects Owner's ability to make or receive applications required for the development of the Property or the Westside Property, City agrees to notify Owner as soon as reasonably possible after service of such order on City so that Owner may be permitted to assert and protect Owner's interest in the matter.

2. ANNEXATION AND ZONING

(a) **Intent.** City acknowledges and agrees that many of the common and mutual objectives herein set forth would be best served if the Property were annexed for limited purposes as contemplated in Subchapter F of Chapter 43 of the Texas Local Government Code (the "Code"). Owner, likewise, has determined that a "limited purpose annexation" would best serve the Project and facilitate development as contemplated by this Agreement. City acknowledges and agrees that Owner's desire to create a planned community with a mix of compatible land uses as set forth in the Concept Plan is in City's best interest and that the land uses set forth or contemplated in the Concept Plan are generally acceptable. Nonetheless, Owner acknowledges that the adoption of the Specified Ordinance defined in paragraph 2(b) will, if it occurs, constitute the formal vesting of the intended zoning rights.

(b) **Application.** With the assistance of City, Owner agrees to submit an application (the "LPA Application") for annexation of the Property for the limited purpose of allowing City to apply its planning, health, safety and zoning ordinances, as contemplated below, on or before July 15, 2003, unless extended by written agreement by City staff and Owner. Concurrently with submitting the LPA Application, Owner shall submit an application to zone the Property pursuant to a specific

and unique zoning ordinance (the "Specified Ordinance") in substantial conformance with the land uses reflected in the Concept Plan. Owner and City acknowledge that any attempt by City to agree by contract to any particular zoning regulations is void as a matter of law. However, City acknowledges that Owner desires the Property to be annexed for limited purposes only for development of the Property in substantial conformance with the Concept Plan. City agrees to consider the LPA Application simultaneously with the zoning application and to allow Owner to withdraw the LPA Application in the event City fails to approve the zoning application. Owner acknowledges that final approval of the actual Specified Ordinance cannot occur unless and until the LPA Application and the Specified Ordinance are each approved by the City Council. City acknowledges and agrees that the LPA Application and the Specified Ordinance will both be approved as submitted or both disapproved and that no partial approvals, amendments, or modifications thereto will be approved by the City Council, unless accepted by Owner. If Owner and City are unable to agree on zoning designations for the Property satisfactory to Owner, Owner may withdraw the LPA Application. City agrees to process such LPA Application (with Specified Ordinance) for approval at the earliest possibility. In the event the City Council fails to approve the LPA Application and Specified Ordinance as submitted by Owner on or before November 1, 2003, Owner shall have the right to terminate this Agreement; provided, however, if the deadline for submittal of the LPA Application and the application to zone the Property is extended, the November 1, 2003, deadline for City Council approval shall be extended by the same period.

(c) **Reports/Studies/Hearings.** City shall immediately commence the preparation of all reports, studies and other work necessary for the processing, review and/or approval of the LPA Application as contemplated by Section 43.123 of the Code. In addition, City shall promptly schedule and conduct all public hearings contemplated by Section 43.124 of the Code.

(d) **Full Purpose Annexation Extension.** Notwithstanding the three-year limitation set forth in Section 43.123(d)(2) of the Code, City and Owner hereby each waive such requirement and agree that the date for full purpose annexation of the Property shall be postponed pursuant to Section 43.127(a) of the Code until the sooner to occur of (i) annexation of one or more 1,000-foot strips (or such other width as required by law) to connect portions of the Property, the Westside Property, or property not subject to this Agreement, including property owned by parties other than Owner, to the City limits in order to facilitate annexation of such land; (ii) the dates provided under paragraph (e) below (if such dates are more than three years after the limited purpose annexation); (iii) annexation, at City's option, of any one or more unincorporated enclaves of 400 acres or less surrounded on all sides by portions of the Property and/or the Westside Property that have been created as the result of annexations requested by Owner; or (iv) twenty-three (23) years from the date hereof, unless extended in writing by mutual agreement (the "New Full Purpose Annexation Deadline").

(e) **Full Purpose Annexation of Land.** City and Owner agree that each application for preliminary plat approval for the Property will be accompanied by a concurrent petition for voluntary full purpose annexation within the corporate limits of City with respect to the land subject to the preliminary plat application and, if applicable, other land. The City Plan Commission or staff, as applicable, will consider the application for preliminary plat approval and the City Council will consider the petition for full purpose annexation in accordance with deadlines established by state law. City acknowledges that this Agreement constitutes a written agreement to postpone the date

for full purpose annexation pursuant to Section 43.127(a) of the Code, and that full purpose annexation will occur only in accordance with paragraph 2(d) above.

(f) **Waiver of Capital Improvements Planning.** Insofar as full purpose annexation will proceed as the Property is developed, the parties recognize that annexation of portions of the Property for full purposes is likely to occur less than three years after limited purpose annexation and that annexation of the remainder of the Property could occur over a period of up to fifty (50) years. The parties recognize that capital improvements planning under Section 43.127(b) of the Code for the entire Property within three years after the area is annexed for limited purposes is premature. The parties further recognize that it is likely that Owner will not give City three years notice of each request for full purpose annexation. Accordingly, Owner waives City's performance under Section 43.127(b) and the parties agree to cooperate in identifying future capital improvements projects for the Property, including projects intended to serve the Property in City's adopted capital improvements program, and identifying potential sources of funding for capital improvements as the Property is annexed for full purposes and developed.

(g) **Annexation and Zoning of the Westside Property.** All development of the Westside Property shall be in substantial conformance with the land uses reflected in the Concept Plan and shall be constructed in accordance with City standards. Owner shall file a petition for limited-purpose annexation and an application to zone the Westside Property within 90 days after City completes construction of the Phase IVA Water Facilities and City wastewater service is available to serve the Westside Property. All subsequent development of the Westside Property shall be subject to the procedure set out in paragraph 1(f). Owner shall submit a request for full purpose annexation of portions of the Westside Property that have been developed before the Phase IVA Water Facilities are completed and City wastewater service is available, within 90 days after water and sewer lines are installed within 200 feet of such property.

(h) **Full Purpose Annexation Planning.** In order to assist City in planning for provision of municipal services, Owner and City shall meet periodically, but no less than quarterly, to discuss Owner's plans for full purpose annexation. Owner shall provide City with periodic reports identifying areas for which Owner plans to seek full purpose annexation, which shall be submitted annually or more frequently, at Owner's election; provided, however, failure to submit such reports shall not affect the validity of any annexation request.

3. WATER AND SANITARY SEWER FACILITIES

(a) **General Commitment of Utility Capacity.** City and Owner agree and acknowledge that the proposed development of the Project will require system utility improvements to be made by City in order for water and wastewater utilities to be available to the Property and the Westside Property.

(b) **Utility Capacity Needs.** City shall provide the water and wastewater utilities in accordance with the requirements and timelines set forth in this Agreement in such capacities as may be reasonably necessary to provide the same level of service to the residents and other users in the area proposed to be served thereby as is provided in other areas of City.

(c) **System Improvements Schedule.** Owner and City recognize that the timetable for utility improvements necessary for services to the Project is based on utility systems demand assumptions related to the Project and City will provide utility services and capacities based on actual development of the Project and projected growth, as reported to City by Owner during the development process. Owner recognizes that in order for City to provide utility services other than those specified in paragraph 3(g) below, City and Owner must meet periodically, no less than quarterly, to review development schedules, closing schedules and sales projections within the Project and to schedule utility system improvements to meet anticipated demand and capacity.

(d) **Water and Wastewater Master Plan.** Owner shall provide a Water/Wastewater master plan for the Property and the Westside Property on or before January 1, 2004.

(e) **Temporary Onsite Facilities.** Owner may install water wells and temporary wastewater collection/disposal facilities on the Property and the Westside Property at Owner's sole expense in accordance with this paragraph, in order to facilitate development of the Property and the Westside Property in accordance with this Agreement prior to the availability of City services and to supplement such services thereafter. Such wells and temporary wastewater collection/disposal facilities shall be designed and constructed as Owner deems appropriate, provided they comply with all requirements of state and federal laws and regulations. All structures constructed on the Property and the Westside Property shall be connected to City sewer and water systems (by and at the expense of parties other than City) within 90 days after the water and sewer mains and taps are installed and these systems are connected to City's system. All temporary wastewater collection/disposal facilities for a structure shall cease operation within 90 days after City's system is available to such structure and operational and such temporary facilities shall be removed from the Property or the Westside Property, as applicable, within 30 days thereafter; services for uses such as construction, drilling, irrigation and other purposes for which potable water is not required may continue. Upon connection of a structure to the City water system, the property owner may continue to use on-site wells for irrigation and other outdoor purposes but shall disconnect the well from plumbing in accordance with City codes.

(f) **Permanent Onsite Facilities.** Except as otherwise set forth in this Agreement, Owner will install and construct with normal participation by City all onsite water and wastewater mains/facilities necessary to serve the proposed development of the Property and the Westside Property in accordance with City standards. Owner will submit a water and wastewater study to City's Water Department for each phase of the development as a condition of approval of the preliminary plat.

(g) **General City Obligations.** City agrees to design and construct, at City's expense, the water and sanitary sewer mains to serve the water volume needs of the Project in conformance with the time schedules set forth herein. Such design and construction shall include, at City's expense, lift stations, pump stations, force mains, sanitary sewer mains, water mains, water booster pumps, elevated water storage facilities, and other lines and facilities described in paragraphs 3(h) and 3(j) and shown in Exhibit "D" entitled "Walsh Ranch Sanitary Sewer Exhibit (the "City Sewer Plan")", and Exhibit "E" entitled "Walsh Ranch Water Exhibit" (the "City Water Plan"), attached and incorporated herein.

(h) **Specific City Water Obligations.** City shall design, construct and operate at its sole cost and expense, the following **WATER FACILITIES** adequate to serve the Property and the Westside Property, as well as anticipated customers west of the Property (as further shown and described on the City Water Plan), in accordance with the schedule corresponding thereto:

<u>FACILITY</u>	<u>SCHEDULE</u>
<p>1. <u>“Phase I Water Facilities”</u> (water line from Westland Ground Storage Tank to Westside IV Elevated Tank Site; includes Westside IV Elevated Storage and Pump Station)</p>	<p>Design and easement acquisition to be complete on or before eighteen (18) months after the date hereof.</p> <p>Construction to be complete prior to the earlier to occur of (i) third (3rd) anniversary of the date hereof or (ii) eighteen (18) months after completion of the design and easement acquisition phase described above.</p>
<p>2. <u>“Phase II Water Facilities”</u> (water line from FM 2871 to Westside III Reservoir Site and Westside IV Booster Pump Station; includes Westside III Ground Storage Tank and Westside IV Pump Station)</p>	<p>Design, easement acquisition, and construction must be completed on such schedule as may be necessary to meet any capacity needs which cannot be met by City-constructed Phase I Water Facilities and Owner-constructed Phase III Water Facilities. (City shall not be obligated to commence design until Owner has commenced design of Phase III Water Facilities.)</p>
<p>3. <u>“Phase IVA Water Facilities”</u> (Westside V Booster Pump Station at end of Phase I Line, and Westside V Elevated Storage)</p>	<p>Design, easement acquisition and construction shall be completed on the same schedule as applies to Owner’s schedule for Phase IVB Water Facilities below.</p>

(i) **Specific Owner Water Obligations.** Subject to contribution by City in an amount not less than the amounts set forth in City's normal participation policies, Owner shall construct (and City shall operate and maintain) the following **WATER FACILITIES** (as further shown and described on the City Water Plan), and City shall complete easement acquisition, in accordance with the schedule corresponding thereto:

<u>FACILITY</u>	<u>SCHEDULE</u>
1. <u>"Phase III Water Facilities"</u> (water line connecting Phase I water line at I.H. 30 and Walsh Ranch Parkway southeasterly to serve the property north and south of Overlook interchange)	Design, easement acquisition and construction shall be according to Owner's development schedule.
2. <u>"Phase IVB Water Facilities"</u> (water line connecting Westside V Pump Station to Westside V Elevated Storage Tank)	Design, easement acquisition and construction shall be according to Owner's development schedule.

Water service shall be provided in accordance with the same policies and ordinances in effect for all City water customers. Potable water shall comply with all federal, state and local requirement for potable water. Water service rates shall be the same as those rates applicable to other similarly classified City water customers.

(j) **Specific City Sewer Obligations.** In addition, City shall construct and operate, at its sole cost and expense (except for the Phase III Sewer Facilities) the following **SEWER FACILITIES** adequate to serve the Property and the Westside Property (as further shown and described on the City Sewer Plan) in accordance with the schedule corresponding thereto:

FACILITY

SCHEDULE

<p>1. <u>“Phase IA, IB, IC and ID Sewer Facilities”</u> (as shown and identified on the City Sewer Plan; Phase IC line shall be limited to 10,000 linear feet)</p>	<ul style="list-style-type: none">• Design and easement acquisition to be complete on or before eighteen (18) months after the date hereof.• Construction to be complete on or before the earlier to occur of (i) third (3rd) anniversary of the date hereof or (ii) eighteen (18) months after completion of the design and easement acquisition phase described above.
<p>2. <u>Phase II Sewer Facilities</u> (as shown and identified on the City Sewer Plan)</p>	<ul style="list-style-type: none">• Design and easement acquisition to be complete on or before eighteen (18) months after the date hereof.• Construction to be complete on or before eight (8) months after Owner’s application for preliminary plat or annexation for the area (or portion thereof) to be served by such facilities, but completion shall not be required earlier than twelve (12) months after completion of design and easement acquisition (which shall be complete on or before eighteen (18) months after the date hereof).
<p>3. <u>Phase III Sewer Facilities</u> (as shown and identified on the City Sewer Plan)</p>	<ul style="list-style-type: none">• Design and easement acquisition to be complete on or before eighteen (18) months after the date hereof.• Construction shall be the responsibility of Owner or others and shall be subject to the “per acre” policy of the City.

<p>4. <u>Phase IVA Sewer Facilities</u> (from existing 21' sewer in Lost Creek westward to the Project as shown on the City Sewer Plan)</p>	<p>Design and easement acquisition to be complete on or before eighteen (18) months from the date of this Agreement.</p> <p>Construction to be complete on or before twelve (12) months after submittal of a preliminary plat of any area to be served by such facilities, but completion shall not be required earlier than twelve (12) months after completion of design and easement acquisition (which shall be complete on or before eighteen (18) months after the date hereof).</p>
<p>5. <u>Phase IVB Sewer Facilities</u> (includes two gravity lines in Lost Creek and Walnut Creek lift station and force main as shown on the City Sewer Plan)</p>	<p>Design and easement acquisition for 2 gravity lines to be complete on or before eighteen (18) months from the date of this Agreement.</p> <p>Design and easement acquisition for the lift station and force main shall be completed within eight (8) months after a Community Facilities Agreement is submitted to City which provides for construction of the Phase III Water Facilities by Owner (the "<u>Phase III Water CFA</u>").</p> <p>Construction of the 2 gravity lines to be complete on or before eight (8) months following Owner's submittal of the Phase III Water CFA.</p> <p>Construction of the lift station and force mains to be complete within twelve (12) months after outside date for completion of design for same.</p>

Wastewater service shall be provided to portions of the Property and the Westside Property after full purpose annexation, pursuant to state law, and shall be in accordance with the same policies and ordinances in effect for all City wastewater customers. Wastewater service rates shall be the same as those rates applicable to other similarly classified City wastewater customers.

(k) Owner's Construction Rights. Notwithstanding anything herein to the contrary, Owner shall have the right to construct the following at Owner's expense:

- (i) Up to five (5) sanitary sewer lift stations shown and identified on the City Sewer Plan or "Phase V"; such lift stations shall connect to the Phase IC Sewer Facilities drainage area. If constructed, such lift stations shall be accepted, operated and maintained by City (unless same are constructed to serve a single user, in which case the maintenance shall be such user's responsibility).
- (ii) A sanitary sewer lift station and force mains shown and identified on the City Sewer Plan as "Phase VI"; such facilities shall connect to the Walnut Creek water shed. If constructed, such facilities shall be accepted, operated, and maintained by City (unless same are constructed to serve a single user, in which case the maintenance shall be such user's responsibility).

(l) Raw or Effluent Water. Upon written request by Owner, City shall use reasonable efforts to provide Owner access to (1) "raw water"; and/or (2) treated effluent water if, as, and when either becomes available on or adjacent to the Property. In the event that either type of water becomes available in the vicinity of the Property, Owner may request that City use reasonable efforts to extend a pipeline within a reasonable time for transport of such water to the Property. In such event, City shall be responsible for obtaining all necessary rights of way and the cost of the pipeline shall be borne, at Owner's election, either (i) by Owner on a "payment upon completion" basis or (ii) by Owner on a "cost recovery" basis wherein City will add a surcharge to the otherwise prevailing raw or effluent water rates in an amount sufficient to amortize the hard costs of the pipeline extension over a reasonable period of not less than ten (10) years. Except as provided in the preceding sentence, all raw or effluent water will be delivered to City and sold to Owner at the prevailing rate for such water. City will timely seek and obtain the required Texas Commission on Environmental Quality approvals for the use of raw or effluent water for the Project.

(m) Right-of-Way. City shall obtain all conveyances, easements and rights-of-way outside of the Property as may be necessary to construct and operate the various Water Facilities and Sewer Facilities contemplated by this Agreement and shall complete such acquisitions on or before the dates set forth in paragraphs 3(g) and 3(i) above. Owner agrees to cooperate with and assist City, at no cost to Owner, with City's efforts to obtain such rights-of-way; in such regard, Owner agrees to make the initial contacts with affected land owners and to make initial offers, as directed by City, to acquire same on behalf of City. Owner shall have no obligation to incur any costs or pursue acquisitions beyond the initial contact and offer.

(n) CCN Proceedings at TCEQ. Owner will not oppose, and will actively support, any application filed at the Texas Commission on Environmental Quality ("TCEQ") or any successor

agency by City to amend its existing water certificate of convenience and necessity ("CCN") to include areas covering any or all of the Property and the Westside Property. Further, Owner will not support any other application for a water CCN to provide retail water service to the Property and the Westside Property, or any attempts by any developer or other utility to provide retail water service to the Property and the Westside Property. Notwithstanding the foregoing, if City does not obtain the amendment to expand its existing water CCN within eighteen (18) months of the date of this Agreement, Owner may pursue other options for water service for any areas not covered by City's CCN, including supporting third parties who may seek a water CCN, and City shall have no obligation to provide potable water service to any portion of the Property or the Westside Property not covered by City's CCN; provided that, if City is diligently pursuing such a water CCN amendment but protests have been filed against it, then City shall have two years from the date of this Agreement to obtain the CCN amendment.

(o) **City's Exclusive Right to Serve.** Subject to the provisions of paragraph (n) immediately above, Owner agrees that City shall have the exclusive right to provide retail water service to the Property and the Westside Property, and no other person or entity shall have the right to provide retail water service to the Project, except as determined by City in its sole discretion.

(p) **Water Storage Design.** Owner shall have the right to approve the design and exterior materials of all water storage facilities (surface and elevated), such approval not to be unreasonably withheld.

(q) **No Waiver of Defenses or Immunities.** At no time does City by execution of this Agreement waive any defenses or immunities available to City against claims or lawsuits for the temporary inability to provide water and wastewater services when such failure results from the damage or failure of one or more components of City's water treatment, water distribution, wastewater collection and/or wastewater treatment systems; provided, Owner's performance of any of its obligations under this Agreement shall be excused to the extent of City's non-performance or in the event City's failure renders Owner's performance impossible or more costly.

4. **OTHER WATER, SEWER, ROADWAY MISCELLANEOUS MATTERS**

(a) **Water Costs.** City shall pay and be solely responsible for, without reimbursement or contribution of any kind from Owner except as specifically set forth herein, all costs of the following facilities, including, without limitation, all costs of design, easements, review, permitting, construction, financing, operation, and maintenance: Phase I Water Facilities, Phase II Water Facilities, and Phase IVA Water Facilities. As contribution for these facilities, City will collect a \$400.00 fee from the retail customer (for the purpose of recovering a pro rata cost of extending the infrastructure) for each water tap in addition to the standard water tap/impact fee. Owner shall pay for the Phase III and Phase IVB Water Facilities, subject to standard City participation policy.

(b) **Sewer Costs.** City shall pay and be solely responsible for, without reimbursement or contribution of any kind except as specifically set forth herein, all costs of the following facilities, including, without limitation, all costs of design, easements, review, permitting, construction, financing, operation, and maintenance: Phase IA, IB, IC, and ID Sewer Facilities, and Phase II, Phase III (except for construction), Phase IVA and Phase IVB Sewer Facilities. The costs shall be

paid initially by City but shall be subject to recovery in accordance with City's normal prevailing development policies, with the costs of same being allocated on a per-acre basis over the entire area (inside the Project and beyond the Project) served or to be served by such line as each final plat is filed of record. This "per acre" fee shall be in addition to the standard sewer tap/impact fee. Owner shall pay for and be responsible for the lift stations and required force mains indicated as Phases V and VI; however, following construction, City shall accept, operate and maintain said facilities.

(c) **Interstate Access, Roadway and Interchange Costs.** In general, the costs of all interstate and highway access, roadways and highway interchanges built within the Project shall be borne and allocated in accordance with City's normal prevailing development policies; either City or Owner may, at its option, pay costs beyond the share for which it is normally obligated. Both parties recognize the importance to the Project of interstate access, roadways and interchanges. In the event City and Owner agree in writing that the interest of both parties will be better served, City and Owner may, from time to time, agree upon cost allocations for interstate/highway access, roadways and/or interchanges different from prevailing policies, including without limitation provision of state and/or local matching funds for a federal program in the event the State of Texas, any agency of the State of Texas, or City declines to participate or does not participate fully in the program. At Owner's request, City may, at City's option, collect as a condition of final plat approval on property located within the Project, a roadway impact fee or other fee equal to Owner's costs incurred pursuant to this paragraph, and provide such funds to Owner upon receipt, to the extent permitted by law. Owner agrees to furnish City with all documentation relative to actual and anticipated costs. If City staff decides against collecting this impact fee or other fee, City agrees that the matter will be taken to the City Council for final action. In addition, at Owner's request, City will support the creation of public improvement districts, road utility districts or other similar mechanisms allowed by law to finance costs incurred pursuant to this paragraph, provided such funding mechanism is at no cost to City other than reasonable and customary administrative costs. In the event Owner and City take action under this paragraph pursuant to Chapter 380 of the Local Government Code, Owner and City agree to execute documents required by Chapter 380.

(d) **City Roadway Costs.** Notwithstanding the provisions of paragraph 4(c) above, City shall pay (or cause to be paid) and be solely responsible for, without reimbursement or contribution of any kind from Owner (directly or indirectly), the costs of constructing the portion of the roadway designated "Minor 1" on the Concept Plan running between "Minor 4" and Interstate Highway 30 (being the road on the eastern boundary of the Project adjacent to the "Westside Landfill"); such obligation shall include all costs of design, review, permitting, construction, financing, operation and maintenance, provided, however, City may collect normal and customary ad valorem taxes on portions of the Property and the Westside Property within the City, and Owner shall dedicate all right-of-way necessary for construction of such roadway. The schedule for construction of such roadway shall be at City's discretion, provided, however, before City accepts dedication by Owner of the community park west of Minor 1, as shown on the Concept Plan, City shall construct Minor 1 or provide other access to such park that does not encroach upon the Project.

(e) **Thoroughfare Naming.** Owner shall retain the right, and City hereby grants to Owner the right, to name all major streets and thoroughfares traversing or serving the Property, including the following roads and/or road segments as shown on the Concept Plan, provided City's Fire Department does not object to any name selected by Owner because of conflict with existing

street names and City shall not incur costs that exceed normal and customary costs incidental to naming streets and installation of street signs:

- Walsh Ranch Parkway
- "Minor 1" (from Westpoint to Walsh Ranch Parkway)

(f) **Obligations Under Prior Agreements.** City remains obligated for all work required to be performed by City under that certain agreement dated May 13, 1983, by and between City and F. Howard Walsh and Mary D. Walsh (the "1983 Agreement"), a copy of which is attached hereto as Exhibit "F", including, without limitation, the construction and installation of certain utility sleeves under Interstate Highway 20; provided, however, Owner is responsible for the construction of the sleeve required for the Phase III Water Facilities. The remaining sleeves to be installed under the 1983 Agreement shall be designed by Owner, at Owner's expense, in accordance with the 1983 Agreement, and shall be included within a Community Facilities Agreement for other improvements to the Property. City agrees that the actual cost to install those remaining sleeves shall be borne by City and the applicable Community Facilities Agreement for those improvements shall provide for City participation for the sleeves.

(g) **Schedules/Self-Help.** City will cause the improvements outlined in Section 3 to occur based on the schedules set forth herein or other schedule subsequently agreed to in writing by City and Owner. Not less than five (5) months prior to the start of City's fiscal year, Owner will provide City with an estimation and explanation of the water and sanitary sewer improvements required by the Project for the forthcoming City fiscal year to the extent not covered herein (the "Non-Specified Improvements"). Should City be unable to meet the commitments and requirements anticipated in this Agreement, Owner shall have the right to construct the infrastructure facilities required to meet the Project schedule. In the event Owner performs under this section, Owner shall award any contract for the construction of public facilities in accordance with the Policy for the Installation of Community Facilities. In such event, City shall reimburse Owner for all costs incurred plus the maximum statutory interest rate allowed by law.

(h) **Extraordinary Participation.** City and Owner acknowledge that, except as otherwise set forth herein, City shall not be obligated for any extraordinary participation in the construction of any road, drainage, utility, park or any other public facility improvements that are reasonable and customary to support the Project, but may, at its option, participate beyond customary levels.

(i) **Community Facilities Agreement.** No construction related to the installation of any community facility shall be commenced without the execution of a Community Facilities Agreement in accordance with the Community Facilities Policy applicable under paragraph 1(d).

(j) **PIDs/Sub-PIDs/ Other Districts.** Subject to City approval as required by law, Owner hereby reserves the right to create and establish one or more "public improvement districts" ("PID") and/or other similar districts for such purposes as Owner may deem appropriate, including, without limitation, imposing a finance system or other fee or assessment mechanism allowed by law to finance all or any part of Owner's development, pre-development, construction and other Project costs and expenses, such as but not limited to: studies, planning and consulting costs, on-site and

off-site access and transportation improvements, park and green space improvements, and costs to maintain or repair any or all such items. Owner may also create separate PID's or "sub-districts" or other districts, which may be allocable to specific areas or specific improvements. It is anticipated the City and its staff and governing bodies will support all of Owner's efforts with respect to such PID's or other districts, including, if Owner elects, the use of bonds to finance all or part of such costs and expenses, provided City will incur no costs other than reasonable and customary administrative costs. Further, City acknowledges and agrees that Owner's application or other request may be considered concurrently with (or, if Owner elects, following) consideration of Owner's LPA Application and that full annexation shall not be required for consideration and approval of any PID, "Sub-PID" or other district, unless required by law.

5. DONATION OF LAND AND EASEMENTS FOR CITY FACILITIES

(a) **Donation of Land.** Owner has heretofore agreed to donate to City, at no cost to City, parcels of land for certain future public facilities on an "as needed" basis, including future fire station facilities, police station facilities, water and wastewater facilities, storage tanks, and such other requested land dedications out of the Property as may be mutually acceptable to City and Owner, not to exceed in any event thirty (30) acres in the aggregate. Property shall be conveyed, as needed, surface only, by special warranty deed (each being a "Donation Deed") in the form attached hereto as Exhibit "G", free and clear of all liens and encumbrances other than (i) normal customary easements existing on the date hereof, (ii) such restrictions, reservations and conditions as may be included in each Donation Deed of the type generally set forth in the form attached hereto, and (iii) such other encumbrances as may be acceptable to City. Any donation of property pursuant to this paragraph is in addition to normal and customary dedication requirements for parkland, streets, and other public facilities required by City subdivision regulations; provided, however, parkland dedications shall not exceed the quantities shown on the Concept Plan and shall not be required in any location not shown on the Concept Plan as a "greenspace" or "park" area; the quantities of park or greenspace shown on the Concept Plan may be re-allocated and/or redistributed by Owner within the Project. Nothing on the Concept Plan shall obligate Owner to dedicate more parkland, greenspace or open space than may be required under City's applicable development regulations.

(b) **Donation of Easements.** In addition to the conveyances under (a) above, Owner has heretofore agreed, at no cost to City, to donate such on-site easements as may be necessary for the water and sanitary sewer mains on the Property and the Westside Property to be constructed by City, subject to Owner's normal and customary reservations and conditions, including, without limitation, a reservation of surface use rights, provided such surface use rights do not interfere with City's construction and maintenance of facilities. Such easements shall be conveyed in form and substance acceptable to Owner and City. To the extent allowed by law, it is City's and Owner's intent that the easements granted by Owner to City pursuant to this paragraph shall be used only for City water and sewer facilities. If City receives a request from any other entity to install facilities in such easements, City will notify Owner of such request. City hereby acknowledges and agrees that Owner shall have the right, from time to time, to grant, reserve and otherwise create easements, licenses, restrictions and other rights (hereinafter referred to collectively as the "Common Services Easement") with respect to the Project (or portions thereof) for the purpose of facilitating, obtaining, providing, maintaining, installing, repairing, supplementing and otherwise dealing with any and all types of communications, technology, and other services, including, without limitation, telephone,

cable, internet, intranet, video-on-demand, security monitoring, e-commerce, natural gas, electricity, and other services. To the extent allowed by law, City and Owner intend that the utility easements granted by Owner to the City shall be inferior to the Common Services Easement, provided that Owner shall require grantees of the Common Services Easement to observe customary engineering and construction practices to ensure that the Common Services Easement does not interfere with City's construction and maintenance of water and sewer facilities. In the event that an easement granted under the Common Services Easement lies within or across the easements granted herein to City, Owner agrees to submit plans to City for approval prior to construction or installation of the proposed utility.

(c) **Effect of Termination of Agreement on Easements.** If this Agreement is terminated prior to the construction of Phase I Water Facilities and Phase IA, IB, 1C and 1D Sewer Facilities, City shall retain all rights to the easements granted by Owner for such facilities and Owner shall be entitled to purchase water from City in quantities contemplated by paragraph 3(h) at prevailing rates.

(d) **Prior Donations.** Within 30 days after the date hereof, City shall convey back to Owner, free and clear of all encumbrances and restrictions, (i) the 1.43 acre site donated by F. Howard Walsh and Mary D. Walsh to the City as identified on Exhibit B to Exhibit F attached hereto, and (ii) the 0.52-acre site donated by F. Howard Walsh and Mary D. Walsh to the City as identified on Exhibit C to Exhibit F, which were donated to City in accordance with the 1983 Agreement.

6. OTHER CITY SERVICES AND OBLIGATIONS

(a) **Solid Waste.** Upon full purpose annexation of any portion of the Property, City shall provide solid waste disposal services to the annexed property in accordance with state law. Solid waste disposal service shall be provided in accordance with the same policies and ordinances in effect for all City sanitation customers within the City limits. Recycling services, if provided, shall be provided in the same manner as provided to other residents within the City limits. Solid waste disposal service rates shall be the same as those rates applicable to other similarly classified City sanitation customers within the City limits. Owner reserves the right to provide private solid waste management disposal services as authorized by state law.

(b) **Fire Stations, Police Stations and Other Services.** Upon full purpose annexation of any portion of the Property, City shall provide police, fire, emergency medical response and other municipal services to the annexed property, in accordance with state law. City shall construct, operate and maintain fire stations and police stations in proximity to the Project as necessary to meet or exceed the minimum response times required by state law. Owner shall work with City to determine locations for such facilities within or in proximity to the Project so as to allow such responses. In addition, City shall provide or cause to be provided emergency medical response and ambulance services as necessary to meet the response-time guidelines required by state law. The design and materials for each such facility shall be subject to Owner's review and approval.

(c) **Support and Review.** In addition to City's various promises and covenants set forth in Section 5 of this Agreement, City agrees to the following duties and obligations:

- (i) City will promptly and diligently review, comment and take action as appropriate to assure that Owner may meet its various duties and obligations under the other sections of this Agreement.
- (ii) City will support Owner's efforts in obtaining approval from the Texas Department of Transportation and other state and federal agencies relating to access to the Project from the interstate highway system and will agree to serve as sponsor or co-sponsor, as appropriate, in any formal request by Owner to facilitate such access.

7. MINERAL EXPLORATION AND PRODUCTION

Owner shall retain and be vested with the right to drill for and otherwise explore, produce, and transport all oil, gas and other minerals, of every kind and character within the Project, so long as (i) all surface activity relating to such drilling, exploration or production is confined to the "Designated Exploration Sites" shown on the Concept Plan (as same may be amended, supplemented, or modified) and (ii) all such activities comply with federal and state law. Prior to full purpose annexation and platting for use, Owner shall have the right, in its discretion, to relocate, add, or reconfigure Designated Exploration Sites within the limited purpose annexed and/or unplatted portions of the Project. In addition, until full purpose annexation and platting for use is approved by City as to a particular portion of the Project, Owner shall remain vested with all drilling, exploration, production, and transportation rights as are held by Owner or its affiliates with respect to the property on the date hereof and such rights shall survive the imposition of additional rules, regulations or other restrictions subsequent to the date hereof, provided, however, Owner shall not drill or allow any other party to drill for oil, gas, or other minerals within 300 feet of a residential dwelling, church or school, unless City's prevailing drilling regulations are less restrictive. After City approves a portion of the Project for full purpose annexation and platting, that portion will comply with and be subject to the City's prevailing drilling and production regulations. In addition, after full purpose annexation and platting for use, Owner may increase the number, size and configuration of Designated Exploration Sites so long as the sites and the uses thereof conform to City's prevailing drilling and production regulations.

8. CHAPTER 380 AUTHORIZATION

In the event City provides to Owner any loan or grant of public money authorized by Chapter 380 of the Local Government Code, specifically including without limitation local matching funds for a federal program pursuant to Section 380.003 of the Local Government Code, City and Owner agree to execute documentation required by Chapter 380.

9. MISCELLANEOUS

(a) **Actions Performable.** City and Owner agree that all actions to be performed under this Agreement are performable in Tarrant and Parker Counties, Texas. Venue for any action concerning this Agreement shall be proper in Tarrant County, Texas.

(b) **Governing Law.** City and Owner agree that this Agreement has been made under the laws of the State of Texas, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

(c) **Non-Severability.** In the event that any material provision of this Agreement regarding the land use and development approvals granted to Owner or the commitment for utility services and costs for facilities to be provided is subsequently determined to be unenforceable or otherwise materially altered by a court of competent jurisdiction, then Owner shall have the right to terminate the remainder of this Agreement. If a court of competent jurisdiction or any other governmental entity with appropriate jurisdiction determines that any material portion of this Agreement is beyond the scope or authority of applicable Texas law, then, subject to the immediately preceding sentence, City and Owner agree to immediately amend this Agreement so as to conform to such ruling or decision in such a manner that is most consistent with the original intent of this Agreement as legally possible.

(d) **Successors and Assigns.** This Agreement is for the benefit of City and Owner, its successors and assigns. City may not assign its rights or obligations hereunder. City expressly agrees that Owner may assign all or part of its rights and obligations under this Agreement to one or more Homeowners Associations or a similar non-profit entity owned either by residents of the Project (the "Homeowners Association") or by Owner and following receipt of notice of such assignment City shall look only to such assignee(s) with respect to such assigned rights or obligations. Owner may convey title to all or any portion of the Property or Westside Property, provided that all such purchasers shall be bound by all terms of this Agreement and shall be bound to perform Owner's obligations hereunder with respect to any parcel purchased by them, which shall run with the land; the benefits of this Agreement shall, likewise, inure to such purchasers and such purchasers shall be entitled to enforce the terms hereof with respect to the parcel(s) purchased by them. Owner warrants and agrees that Owner will require purchasers of any portion of the Property or the Westside Property to acknowledge receipt of a copy of this Agreement and to execute an assumption of all of Owner's obligations hereunder with respect to such parcel as part of such conveyance.

(e) **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

(f) **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement other than the agreements referred to in paragraphs 5(a), 5(b) and 5(c) hereof. Any amendment to this Agreement must be signed by both parties.

(g) **County Approvals.** City agrees to cooperate with Owner in seeking necessary approvals or waivers from Parker County and Tarrant County in an expedited manner and agrees to exercise its best efforts to assure that City and each county cooperate with each other in coordinating and expediting the approvals required by Owner.

(h) Request to Include Additional Lands Within Project. If Owner files an application for a Concept Plan or preliminary plat approval for additional lands ("Additional Lands") to be included within the Project (an "Additional Lands Concept Plan"), then Owner shall endeavor to reasonably integrate the Additional Lands Concept Plan with the previously approved Concept Plan (the "January 2002 Concept Plan") and shall provide City with a map depicting both the January 2002 Concept Plan and the proposed Additional Lands. Any application to include or plat additional lands shall be considered by City in accordance with the development regulations, ordinances and fee requirements of City applicable pursuant to paragraph 1(d), provided that in no event shall the application for or approval of the Additional Lands Concept Plan require re-approval of the January 2002 Concept Plan or otherwise alter or affect the terms of the January 2002 Concept Plan, except as provided in the immediately succeeding sentence. This paragraph will apply to any property designated by Owner as "Additional Lands" if same is located within two (2) miles of any portion of the Property or if such property is served by any of the water or sewer infrastructure constructed or to be constructed pursuant hereto.

(i) Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City:

City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102
Attn: City Manager
Fax: 817-871-6134

With a required copy to:

City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102
Attn: City Attorney
Fax: 817-871-8359

Owner:

Walsh Ranches Limited Partnership
F. Howard Walsh, Jr.
Walsh Children's Trusts
Walsh Grandchildren's Trusts

500 West Seventh St., Ste. 1007, Unit 27
Fort Worth, Texas 76102-4773
Attn: G. Malcolm Louden
Fax: (817)338-4844

with a required copy to:

Grogan & Brawner P.C.
2808 Fairmount
Suite 150, LB 5
Dallas, Texas 75201
Attn: R. J. Grogan, Jr.
Fax: (214) 979-1110

Either party may make changes in the information set out above by sending notice to the other party using one of the methods described above.

(j) **Force Majeure.** Owner and City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

(k) **Resident Security.** City agrees that Owner, or its successors or assigns, may assist in the formation and operation of a volunteer or paid professional security patrol operated by the residents of the Project.

(l) **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this Agreement, City and Owner each shall designate and appoint a representative to act as a liaison between City and its various departments and Owner. The initial representative for City (the "City Representative") shall be the City Manager, and the representative for Owner shall be as identified by Owner from time to time (the "Owner Representative"). Owner's initial Owner Representative is G. Malcolm Louden. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property pursuant to the Concept Plan.

(m) **Coordination of City Reviews.** The implementation of the Concept Plan shall be in accordance with City's development review process, as set forth in this Agreement. City and Owner acknowledge that Owner may wish to proceed rapidly with the development of the Property and that, accordingly, City will comply with the timelines for review set forth in its ordinances governing development reviews. For building permit reviews, City's existing standard is to conduct its review within two weeks of submittal of all required information to City's Building Inspection Department,

and City will use its best efforts to maintain its existing standard of service. In addition, the parties agree that if at any time Owner believes that an impasse has been reached with City staff on any issue affecting the Property, despite reasonable good faith efforts to resolve such an impasse, Owner shall have the right to immediately appeal to the City Manager for a decision pursuant to this paragraph.

(n) **Appropriation of Funds.** City's obligations pursuant to this Agreement are subject to appropriation of funds by the City Council. In the event sufficient funds to design Phase I Water Facilities and Phase IA, IB, IC and ID Sewer Facilities are not appropriated on or before September 1, 2003, Owner may terminate this Agreement. Thereafter, in the event sufficient funds are not appropriated by City and City, as a result, is unable to fulfill any of its duties or obligations pursuant to this Agreement, Owner may terminate the Agreement as to the portions of the Property and/or the Westside Property that have not been annexed for full purposes and seek disannexation to release such property from limited purpose annexation status, which disannexation will not be opposed by City.

(o) **Grants.** City agrees to support and cooperate with Owner in efforts to obtain grants and/or other special funding from public or private sources.

(p) **Term.** This Agreement shall be effective as of the date of execution by both parties and shall remain in full force and effect until the earlier of (i) the date as of which all phases of the Project have been fully developed and completed and City has fully performed all of its obligations hereunder; (ii) the date as of which this Agreement is terminated in accordance with its provisions; or (iii) fifty (50) years from the date of execution by both parties.

(q) **Changes in State or Federal Laws.** If state or federal laws change so as to make it impossible for City or Owner to perform its obligations under this Agreement, the parties will cooperate to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible. If the Agreement cannot be amended so as to achieve the parties' original intent, either party may terminate the Agreement on sixty (60) days written notice.

(r) **Default.** Except as provided by subsection (n), if either party should default with respect to any of its obligations hereunder and should fail, within thirty (30) days (or such longer period as may be reasonable under the circumstances not to exceed in any event six months from the date of such notice) after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default. If either party defaults because of change in state or federal laws make it impossible for the party to perform its obligations under this Agreement, paragraph 9(q) applies.

(s) **Mutual Assistance.** City and Owner shall do all things necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

(t) **Representations and Warranties.** City represents and warrants to Owner that this Agreement is within the scope of its authority and the provisions of the charter and code of City and that it is duly authorized and empowered to enter into this Agreement. Owner represents and warrants to City that it has the requisite authority to enter into this Agreement.

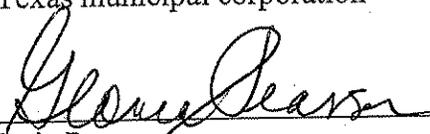
(u) **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by City and Owner.

(v) **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

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

Executed as of the day and year first above written.

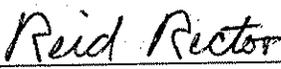
ATTEST
a Texas municipal corporation



Gloria Pearson
City Secretary

CITY:

CITY OF FORT WORTH

By: 

Reid Rector, Assistant City Manager

**APPROVED AS TO FORM AND
LEGALITY**

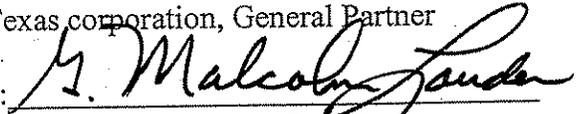


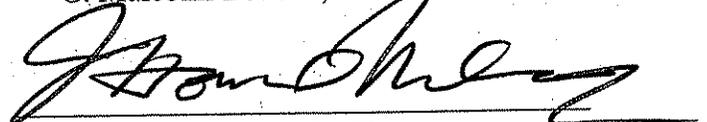
Deputy City Attorney

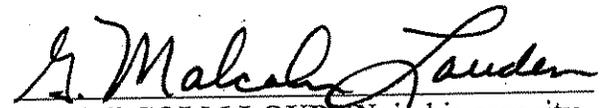
OWNER:

**WALSH RANCHES
LIMITED PARTNERSHIP,**
a Texas limited partnership

By: Walsh North Star Company,
a Texas corporation, General Partner

By: 
G. Malcolm Louden, President


F. HOWARD WALSH, JR.


G. MALCOLM LOUDEN, in his capacity
as agent and authorized representative of
JPMORGAN CHASE BANK,
in its capacity as trustee of
**THE AMY SUZANNE WALSH 1972
TRUST
THE ELLEN KING WALSH 1972 TRUST
THE ALLISON KAREN WALSH 1972
TRUST
THE TARA WINSTON WALSH 1972
TRUST
THE F. HOWARD WALSH, III 1972
TRUST**

G. Malcolm Louden

G. MALCOLM LOUDEN, in his capacity
as agent and authorized representative of
BANC ONE N.A., in its capacity as trustee of
THE HOLLAND FLEMING WALSH 1972
TRUST
THE RICHARD FLEMING WALSH 1972
TRUST
THE MAUDI EUDORE WALSH ROE
1972 TRUST
THE GEORGE HOWARD PORTER 1972
TRUST
THE MICHAEL CLINTON PORTER
1972 TRUST
THE PARKER OTWELL ROE 1972
TRUST

G. Malcolm Louden

G. MALCOLM LOUDEN, in his capacity
as agent and authorized representative of
FROST NATIONAL BANK,
in its capacity as trustee of
THE D'ANN ELISABETH WALSH
BONNELL 1972 TRUST
THE WILLIAM LLOYD WALSH 1972
TRUST
THE WILLIAM FREDERIC BONNELL,
JR. 1972 TRUST
THE LAURA ELISABETH BONNELL
1972 TRUST
THE JONATHAN RICHARD BONNELL
1972 TRUST
THE KAREN LINDSEY WALSH 1972
TRUST
THE CATHERINE L. WALSH 1972
TRUST
THE MARY ERIN WALSH 1972 TRUST

List of Exhibits and Schedules

Schedules

- 1A: Walsh Children's Trusts
- 1B: Walsh Grandchildren's Trusts

Exhibits

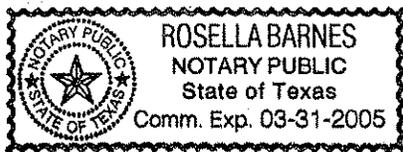
- A: Description of the 7,207-acre tract
- B: Description of the 379-acre tract (Westside Property)
- C: Concept Plan
- D: City Sewer Plan
- E: City Water Plan
- F: 1983 Agreement
- G: Form of Donation Deed

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared Reid Rector, Assistant City Manager of the City of Fort Worth, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such person and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of May, 2003.



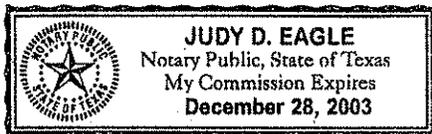
Rosella Barnes
Notary Public in and for the State of
My commission expires: 03-31-05

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared G. Malcolm Loudon, President of Walsh North Star Company, a Texas corporation, General Partner to Walsh Ranches Limited Partnership, a Texas limited partnership, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such person and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 2003.



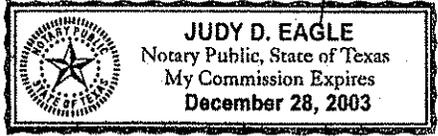
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared F. Howard Walsh, Jr., known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such person and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 2003.



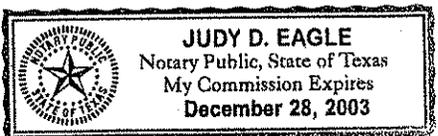
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared G. Malcolm Loudon, in his capacity as agent and authorized representative of JPMORGAN CHASE BANK, in its capacity as trustee of THE AMY SUZANNE WALSH 1972 TRUST, THE ELLEN KING WALSH 1972 TRUST, THE ALLISON KAREN WALSH 1972 TRUST, THE TARA WINSTON WALSH 1972 TRUST, and THE F. HOWARD WALSH, III 1972 TRUST, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such person and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 2003.



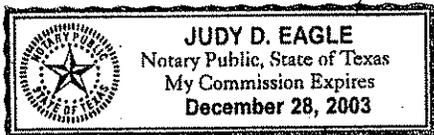
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared G. Malcolm Louden, in his capacity as agent and authorized representative of BANC ONE N.A., in its capacity as trustee of THE HOLLAND FLEMING WALSH 1972 TRUST, THE RICHARD FLEMING WALSH 1972 TRUST, THE MAUDI EUDORE WALSH ROE 1972 TRUST, THE GEORGE HOWARD PORTER 1972 TRUST, THE MICHAEL CLINTON PORTER 1972 TRUST, and THE PARKER OTWELL ROE 1972 TRUST, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such person and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 2003.



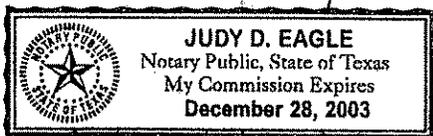
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared G. Malcolm Louden, in his capacity as agent and authorized representative of FROST NATIONAL BANK, in its capacity as trustee of THE D'ANN ELISABETH WALSH BONNELL 1972 TRUST, THE WILLIAM LLOYD WALSH 1972 TRUST, THE WILLIAM FREDERIC BONNELL, JR. 1972 TRUST, THE LAURA ELISABETH BONNELL 1972 TRUST, THE JONATHAN RICHARD BONNELL 1972 TRUST, THE KAREN LINDSEY WALSH 1972 TRUST, THE CATHERINE L. WALSH 1972 TRUST, and THE MARY ERIN WALSH 1972 TRUST, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such person and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 2003.



Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

After recording, return to:

City Attorney's Office
City of Fort Worth
1000 Throckmorton Street
Fort Worth, TX 76102
Attn: Marcella Olson

SCHEDULE 1A

WALSH CHILDREN'S TRUSTS

As used in the Agreement, the term "Walsh Children's Trusts" shall mean and refer to the following trusts created by Trust Agreement dated December 26, 1972 by and between Frank Howard Walsh and Mary D. Walsh, as "Trustors" and The First National Bank of Fort Worth, as the original Trustee:

The Richard Fleming Walsh 1972 Trust
The D'Ann Elisabeth Walsh Bonnell 1972 Trust
The Maudi Eudora Walsh Roe 1972 Trust
The William Lloyd Walsh 1972 Trust

SCHEDULE 1B

WALSH GRANDCHILDREN'S TRUSTS

As used herein, the term "Walsh Grandchildren's Trusts" shall mean and refer to the following trusts created by Trust Agreement dated December 26, 1972 by and between Frank Howard Walsh and Mary D. Walsh, as "Trustors" and The First National Bank of Fort Worth, as the original Trustee:

The Amy Suzanne Walsh 1972 Trust
The Ellen King Walsh 1972 Trust
The Holland Fleming Walsh 1972 Trust
The Allison Karen Walsh 1972 Trust
The Tara Winston Walsh 1972 Trust
The F. Howard Walsh, III 1972 Trust
The William Frederic Bonnell, Jr. 1972 Trust
The Laura Elisabeth Bonnell 1972 Trust
The Jonathan Richard Bonnell 1972 Trust
The George Howard Porter 1972 Trust
The Michael Clinton Porter 1972 Trust
The Parker Otwell Roe 1972 Trust
The Karen Lindsey Walsh 1972 Trust
The Catherine L. Walsh 1972 Trust
The Mary Erin Walsh 1972 Trust

No Documents for this Section

Zoning Docket items are linked on the Council Meeting Agenda.

**Fourth Quarter Crime Report
October-December 2012**



**Fort Worth Police Department
Chief Jeffrey W. Halstead**

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DISCLAIMER: This report provides a snapshot of the Fort Worth Police Department's National Incident-Based Reporting System (NIBRS) data that was queried from the Records Management System (RMS) on February 20, 2013. The Department's RMS is updated regularly based on ongoing investigations. The data in this snapshot has been reviewed and certified by the Texas Department of Public Safety. Since this is a snapshot, data queried before or after this date is apt to change and may vary from other reports.

Section I.

Understanding Crime Reporting

1.1 National Perspective on Reporting Crime: Transitioning from Uniform Crime Reporting to National Incident-Based Reporting System

According to the National Incident-Based Reporting System, Volume 1: Data Collection Guidelines, by the U.S. Department of Justice,

“Since the establishment of the Uniform Crime Reporting (UCR) Program in 1930, the volume, diversity, and complexity of crime steadily increased while the UCR Program remained virtually unchanged. Recognizing the need to address crime’s growing challenge, the law enforcement community in the late 1970s called for a thorough study of the UCR Program with the objective of revising the Program to meet law enforcement’s needs into the twenty-first century. The National Incident-Based Reporting System (NIBRS) is the result of that study.”

In January 1989, the FBI began accepting NIBRS data from a handful of agencies. As more contributing law enforcement agencies learn about the rich data available through incident-based reporting (and as resources permit), more agencies are implementing the NIBRS. Although participation in NIBRS is purely voluntary, about 44 percent of all law enforcement agencies were NIBRS certified as of May 2011 (based on that year’s data submissions). Until an agency becomes certified, it continues to submit data in accordance with the requirements of the traditional UCR Program. Because the transition to the new system will take considerable time, the national UCR Program will continue to collect, process, and publish traditional UCR data. This is accomplished by collecting data in the old format from agencies not participating in NIBRS and by extracting traditional summary data from the more comprehensive submissions of agencies participating in NIBRS.

The result is a continuation of the traditional statistical time series and a gradual phase-in of the newer forms of statistics made possible by NIBRS. This parallel operation of the old and new systems will be maintained until it is determined that the old system can be discontinued.

1.2 Fort Worth’s Crime Report

Fort Worth understands the importance of collecting and reporting detailed, accurate, and meaningful incident-based data. In January 2006, Fort Worth was certified to participate in the National Incident Based Reporting System (NIBRS) and began reporting NIBRS data to the Texas Department of Public Safety. With the use of the NIBRS, the Fort Worth Police Department now has the capability to generate reports reflecting a multitude of interrelationships among the collected data — enhancing its ability to analyze crime trends and to implement tactical strategies. NIBRS data is of great value to the City of Fort Worth!

As noted above, in 2011, approximately 44 percent of the reporting agencies throughout the nation were NIBRS certified, and an increasing number of agencies are transitioning to NIBRS. In the meantime, the FBI continues to report UCR data (by extracting UCR data from NIBRS data) until such time as the Uniform Crime Reporting can be discontinued. FBI data is used to identify national and regional crime trends. FBI data is often used for rankings — although the FBI does not recommend this practice — and is often considered the best available information to compare crime from one jurisdiction to another. Since UCR data is available for all reporting agencies nationwide, it is also used for the purpose of making comparisons.

One of Fort Worth’s five Strategic Goals is to become the safest major city in the United States. The FBI data, along with other third-party rankings, are used to determine if we are making progress towards this goal/vision. The Fort Worth Police Department reports both NIBRS data and UCR data so that elected officials, city leaders and the public can review the detailed crime data, and yet still be able to understand (in a very general sense) how Fort Worth compares to peer cities.

To learn more about the differences between Uniform Crime Reporting and National Incident-Based Reporting System data, please visit the Fort Worth Police Department website at <http://www.fortworthpd.com/crime-information/>

1.3 Understanding NIBRS Figures

NIBRS compiles detailed reports on two types of offenses: Group "A" offenses and Group "B" offenses. The two groupings are based on the amount of reporting required for each. Both incidents and arrests are reported for Group "A" offenses, while only arrests are reported for Group "B" offenses.

The following criteria is used to determine whether a crime should be designated as a Group "A" offense:

1. The seriousness or significance of the offense.
2. The frequency or volume of its occurrence.
3. The prevalence of the offense nationwide.
4. The probability of the offense being brought to law enforcement's attention.
5. The likelihood that law enforcement is the best channel for collecting data regarding the offense.
6. The burden placed on law enforcement in collecting data on the offense.
7. The national statistical validity and usefulness of the collected data.
8. The national UCR Program's responsibility to make crime data available not only to law enforcement but to others having a legitimate interest in it.

Group "A" offenses are categorized into one of the three following categories: 1) Crimes Against Persons; 2) Crimes Against Property; 3) Crimes Against Society.

- 1) Crimes Against Persons = Scores one offense for each victim
- 2) Crimes Against Property = Scores one offense for each distinct operation
(except Motor Vehicle Theft / one offense is counted per stolen vehicle)
- 3) Crime Against Society = Scores one offense for each violation

NIBRS Group A includes the following 22 Offenses:

- Homicide Offenses
- Sex Offenses, Forcible
- Sex Offenses, Non-forcible
- Robbery
- Assault Offenses
- Burglary / Breaking and Entering
- Larceny / Theft Offenses
- Motor Vehicle Theft
- Arson
- Bribery
- Counterfeiting / Forgery
- Destruction / Damage / Vandalism of Property
- Drug / Narcotic Offenses
- Embezzlement
- Extortion / Blackmail
- Fraud Offenses
- Gambling Offenses
- Kidnapping / Abduction
- Pornography / Obscene Material
- Prostitution Offenses
- Stolen Property Offenses
- Weapon Law Violations

UCR Part I includes the following eight offenses: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Burglary, Larceny-Theft, Motor Vehicle Theft, and Arson.

1.4 Significant Methodology and Definition Differences

A significant difference between NIBRS and UCR Traditional Summary Reporting is that for Crimes Against Persons, NIBRS counts the number of victims, while UCR counts the number of incidents. Consequentially, NIBRS figures tend to show more Crimes Against Person than UCR figures. In addition, the definitions for Part 1 offenses used in Summary Reporting are different than the offense definitions used by the NIBRS. Visit <http://www.fortworthpd.com/crime-information/> for more details about the differences between NIBRS and UCR Traditional Summary Reporting.

Section II.

National Incident Based Reporting System (NIBRS)

Fourth Quarter 2012 Citywide NIBRS Crime Report

2.1 Overall, citywide Group A and B crime decreased 5.9 percent in 2012. Crimes Against Persons decreased 0.2 percent overall for the year. Crimes Against Property decreased 9.6 percent while Crimes Against Society increased 2.9 percent overall in 2012. For the Fourth Quarter, there was 2.3 percent increase in Crimes Against Persons, 2.3 percent decrease in Crimes Against Property and 2.4 percent increase in Crimes Against Society. These trends and enforcement efforts are explained in greater detail throughout this report.

Figure 1 - Fourth Quarter 2012 Citywide NIBRS Group A Offenses

Type of Offense			Number of Offenses			Cumulative Comparison January-December		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	2,768	2,729	1.4%	11,956	12,057	-0.8%
	13A	Aggravated Assault	624	663	-5.9%	2,814	2,909	-3.3%
	13B	Simple Assault	1,906	1,825	4.4%	8,071	8,123	-0.6%
	13C	Intimidation	238	241	-1.2%	1,071	1,025	4.5%
	100	Kidnapping/Abduction	28	25	12.0%	129	119	8.4%
	09A	Murder & Nonnegligent Manslaughter	10	16	-37.5%	47	50	-6.0%
	11A - D	Sex Offenses, Forcible	220	187	17.6%	956	891	7.3%
	11A	Forcible Rape	98	86	14.0%	411	357	15.1%
	11B-D	Other	122	101	20.8%	545	534	2.1%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crime Against Persons Subtotal			3,026	2,957	2.3%	13,088	13,117	-0.2%
Crimes Against Property (NIBRS - Group A)	200	Arson	34	31	9.7%	136	125	8.8%
	510	Bribery	0	0	--	2	7	-71.4%
	220	Burglary/Breaking & Entering	2,326	2,635	-11.7%	8,478	10,104	-16.1%
		Residence	1,764	2,143	-17.7%	6,505	8,130	-20.0%
		Business	358	295	21.4%	1,200	1,165	3.0%
		Other	204	197	3.6%	773	809	-4.4%
	250	Counterfeiting/Forgery	129	142	-9.2%	480	605	-20.7%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	1,836	2,049	-10.4%	8,104	9,113	-11.1%
	270	Embezzlement	78	51	52.9%	216	177	22.0%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses (excluding counterfeiting/forgery & bad checks)	576	697	-17.4%	2,666	3,928	-32.1%
	23A-H	Larceny/Theft Offenses - Total	5,766	5,415	6.5%	21,862	22,740	-3.9%
	23A & B	Pocket-picking & Purse-snatching	99	81	22.2%	426	372	14.5%
	23C	Shoplifting	1,289	1,153	11.8%	4,963	4,459	11.3%
	23D	Theft from Building	42	42	0.0%	172	198	-13.1%
	23E	Theft from Coin-Operated Machine or Device	32	29	10.3%	111	109	1.8%
	23F	Theft from Motor Vehicle	1,437	1,497	-4.0%	5,530	5,945	-7.0%
	23G	Theft of Motor Vehicle Parts or Accessories	779	787	-1.0%	3,010	3,666	-17.9%
	23H	All Other Larceny	2,088	1,826	14.3%	7,650	7,991	-4.3%
240	Motor Vehicle Theft	633	595	6.4%	2,291	2,250	1.8%	
120	Robbery	323	366	-11.7%	1,281	1,278	0.2%	
280	Stolen Property Offenses	0	1	-100.0%	1	5	-80.0%	
Crimes Against Property Subtotal			11,701	11,982	-2.3%	45,517	50,332	-9.6%
Crimes Against Society (NIBRS - Group A)	35A	Drug/Narcotic Violations (excluding DUI)	965	843	14.5%	4060	3685	10.2%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	18	92	-80.4%	255	510	-50.0%
	520	Weapon Law Violations	129	151	-14.6%	560	543	3.1%
Crimes Against Society Subtotal			1,112	1,086	2.4%	4,875	4,738	2.9%
NIBRS Group A Total			15,839	16,025	-1.2%	63,480	68,187	-6.9%
NIBRS Group A & B Total			20,154	20,223	-0.3%	81,889	86,988	-5.9%

For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

2012 Citywide NIBRS Crime Rate

2.2 The following table displays the crime rate for each NIBRS Group A offense per 100,000 population.

Figure 2 - 2012 Crime Rate Per 100,000 Population

Type of Offense			NIBRS Crime Rate / 100,000 Population			
			2012 Crime Rate	2011 Crime Rate	Rate Comparison	
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	1,577.70	1,610.93	-2.1%	
	13A	Aggravated Assault	371.33	388.67	-4.5%	
	13B	Simple Assault	1,065.04	1,085.31	-1.9%	
	13C	Intimidation	141.33	136.95	3.2%	
	100	Kidnapping/Abduction	17.02	15.90	7.1%	
	09A	Murder & Nonnegligent Manslaughter	6.20	6.68	-7.2%	
	11A - D	Sex Offenses, Forcible	126.15	119.05	6.0%	
	11A	Forcible Rape	54.24	47.70	13.7%	
	11B-D	Other	71.92	71.35	0.8%	
	36A - B	Sex Offenses, Nonforcible	0.00	0.00	--	
Crime Against Persons Subtotal			1,727.08	1,752.56	-1.5%	
Crimes Against Property (NIBRS - Group A)	200	Arson	17.95	16.70	7.5%	
	510	Bribery	0.26	0.94	-71.8%	
	220	Burglary/Breaking & Entering		1,118.75	1,349.99	-17.1%
			Residence	858.39	1,086.24	-21.0%
			Business	158.35	155.66	1.7%
		Other	102.00	108.09	-5.6%	
	250	Counterfeiting/Forgery	63.34	80.83	-21.6%	
	290	Destruction/Damage/Vandalism of Property (excluding arson)	1,069.40	1,217.58	-12.2%	
	270	Embezzlement	28.50	23.65	20.5%	
	210	Extortion/Blackmail	0.00	0.00	--	
	26A - E	Fraud Offenses	351.80	524.82	-33.0%	
	23A-H	Larceny/Theft Offenses - Total	2,884.89	3,038.28	-5.0%	
	23A & B	Pocket-picking & Purse-snatching		56.21	49.70	13.1%
			Shoplifting	654.91	595.76	9.9%
	23C	Theft from Building	22.70	26.45	-14.2%	
	23E	Theft from Coin-Operated Machine or Device	14.65	14.56	0.6%	
	23F	Theft from Motor Vehicle	729.73	794.31	-8.1%	
	23G	Theft of Motor Vehicle Parts or Accessories	397.20	489.81	-18.9%	
	23H	All Other Larceny	1,009.49	1,067.67	-5.4%	
	240	Motor Vehicle Theft	302.32	300.62	0.6%	
120	Robbery	169.04	170.75	-1.0%		
280	Stolen Property Offenses	0.13	0.67	-80.2%		
Crimes Against Property Subtotal			6,006.39	6,724.83	-11.1%	
Crimes Against Society (NIBRS - Grp A)	35A	Drug/Narcotic Violations (excluding DUI)	535.75	492.35	8.8%	
	39A - D	Gambling Offenses	0.00	0.00	--	
	370	Pornography/Obscene Material	0.00	0.00	--	
	40A	Prostitution	33.65	68.14	-50.6%	
	520	Weapon Law Violations	73.90	72.55	1.9%	
Crimes Against Society Subtotal			643.30	633.04	1.6%	
NIBRS Group A Total			8,376.77	9,110.43	-8.1%	
NIBRS Group B Total			2,429.24	2,511.99	-3.3%	
NIBRS Group A & B Total			10,806.01	11,622.42	-7.0%	

Crime rates in 2012 are based on a population of 757,810, while crime rates in 2011 are based on a population of 748,450. (Source: <http://www.nctcog.org/ris/demographics/population/2012PopEstimates.pdf>)

2.3 Crimes Against Persons (NIBRS - Group A)

Crimes Against Persons increased 2.3 percent overall in the Fourth Quarter, with 3,026 offenses (victims) reported in Fourth Quarter 2012 compared to 2,957 offenses (victims) reported in Fourth Quarter 2011. Most notable were an increase in sexual offenses and decreases in murder and aggravated assaults. Of all the Crimes Against Persons, approximately 51 percent were known to be domestic-related.

Figure 3 - Fourth Quarter 2012, Citywide NIBRS Group A, Crimes Against Persons

Type of Offense			Number of Offenses			Cumulative Comparison		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	January-December		
						2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	2,768	2,729	1.4%	11,956	12,057	-0.8%
	13A	Aggravated Assault	624	663	-5.9%	2,814	2,909	-3.3%
	13B	Simple Assault	1,906	1,825	4.4%	8,071	8,123	-0.6%
	13C	Intimidation	238	241	-1.2%	1,071	1,025	4.5%
	100	Kidnapping/Abduction	28	25	12.0%	129	119	8.4%
	09A	Murder & Nonnegligent Manslaughter	10	16	-37.5%	47	50	-6.0%
	11A - D	Sex Offenses, Forcible	220	187	17.6%	956	891	7.3%
	11A	Forcible Rape	98	86	14.0%	411	357	15.1%
	11B-D	Other	122	101	20.8%	545	534	2.1%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crime Against Persons Subtotal			3,026	2,957	2.3%	13,088	13,117	-0.2%

* The crime categories are listed in alphabetical order for ease of reference rather than in order of their importance. For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Most Crimes Against Persons are simple assaults, defined under NIBRS as “An unlawful physical attack by one person upon another where neither the offender displays a weapon, nor the victim suffers obvious severe or aggravated bodily injury involving apparent broken bones, loss of teeth, possible internal injury, severe laceration, or loss of consciousness.” Simple assaults increased 4.4 percent this quarter, and approximately 60 percent of simple assault cases were known to be domestic-related. Simple assaults decreased overall in 2012 compared to 2011 by 0.6%.

The second-largest Crimes Against Persons category is aggravated assaults. Aggravated assaults decreased 5.9 percent in the Fourth Quarter. Approximately 37 percent of the aggravated assaults were domestic-related. Approximately 53 percent occurred within a residence, 21 percent near a roadway, 11 percent in a parking lot or parking garage, and six percent in a bar or night club. A total of 195 aggravated assault arrests were made during the Fourth Quarter of 2012. Aggravated assaults decreased 3.3% overall in 2012 compared to 2011.

Intimidation, another assault offense, is defined as “to unlawfully place another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.” Intimidation offenses decreased 1.2 percent in the Fourth Quarter and increased 4.5% overall in 2012.

There were 98 forcible rape offenses in the Fourth Quarter of 2012 - representing a 14% increase from the Fourth Quarter of 2011. Of all forcible rape offenses in the quarter, 70 percent were known offender-related. Approximately 39 percent of all victims were 17 years of age or under. No serial offenders have been identified. Forcible rape increased 15% (or 54 victims) overall in 2012 compared to 2011.

The “Other” forcible sex offense category includes forcible sodomy, sexual assault with an object, and forcible fondling. These offenses increased 20.8% this quarter and 2.1% in 2012 overall. Approximately 78% involved victims 17 years of age or under.

2.3 Crimes Against Persons (NIBRS - Group A) Continued...

Kidnapping/Abduction increased by three more offenses (12%) in Fourth Quarter 2012 compared to Fourth Quarter 2011. It is important to understand what is included in this count.

Kidnapping/Abduction is defined by the National Incident Based Reporting System as “the unlawful seizure, transportation, and/or detention of a person against his/her will or of a minor without the consent of his/her custodial parent or legal guardian.”

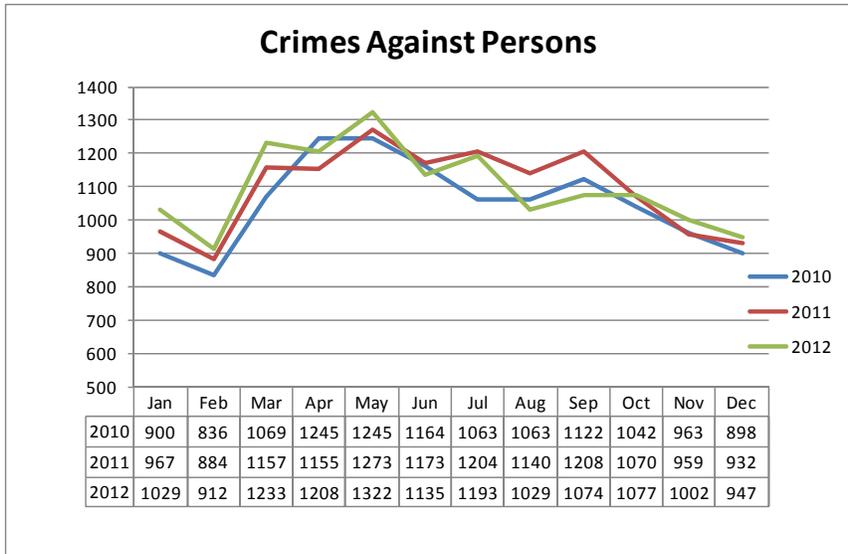
The Texas Penal Code further divides this definition into four categories: unlawful restraint, kidnapping, aggravated kidnapping, and unlawful transport. Please refer to Texas Penal Code Title 5, Chapter 20 for full definitions, but below are abbreviated definitions of each:

- **Unlawful restraint:** Intentionally or knowingly [restraining] another person.
Restrain: Restrict a person’s movements without consent, so as to interfere substantially with the person’s liberty, by moving the person from one place to another or by confining the person. Restraint without consent is accomplished if by force, intimidation, or deception or any means.
- **Kidnapping:** Intentionally or knowingly [abducting] another person ... not coupled with intent to use or to threaten to use deadly force.
- **Aggravated Kidnapping:** Intentionally or knowingly [abducting] another person with the intent [for example] to hold him for ransom or reward ... use him as a shield or hostage...inflict bodily injury.
- **Unlawful Transport:** For pecuniary benefit [transporting] an individual in a manner that is designed to conceal the individual from ... law enforcement authorities ... and [creating] a substantial likelihood that the individual will suffer serious bodily injury or death.

Of the 28 kidnapping offenses this quarter, there were twelve unlawful restraints, six kidnappings and ten aggravated kidnappings. In approximately 43 percent of all cases, the victim knew the suspect, and 36 percent were domestic-related (primarily involving dating or child custody issues). In 20 cases, the victim was dating or married to the suspect at the time of the kidnapping. Kidnapping increased by 10 offenses (8.4%) in 2012 compared to 2011 overall.

There were ten murder and non-negligent manslaughter victims, which reflects a decrease of six victims this quarter compared to Fourth Quarter 2011. Four of the cases have been filed. These murders were spurred by a range of motives, including two arguments, two domestic disputes, two robberies, one drug case and three unknown motives. Five incidents involved a firearm. There were three homicides in Council District 5, three in Council District 8, two in Council District 4 and one homicide each in Council Districts 2 and 3. In 2012, murder and non-negligent manslaughter decreased 6% overall compared to 2011.

Figure 4 - 2009-2012 Citywide Crimes Against Persons



2.4 Crimes Against Property (NIBRS - Group A)

In 2012 overall, Crimes Against Property decreased 9.6%, which can be attributed to significant decreases in fraud (-32.1%), counterfeiting (-20.7%), and burglary (-16.1%). Crimes Against Property decreased 2.3 percent during the Fourth Quarter, with 11,701 offenses reported in Fourth Quarter 2012 compared to 11,982 in Fourth Quarter 2011. Significant Fourth Quarter decreases include fraud (-17.4%), robbery (-11.7%), burglary (-11.7%), destruction of property (-10.4%), and counterfeiting (-9.2 percent), while embezzlement increased by 27 offenses (52.9%).

Figure 5 - Fourth Quarter 2012, Citywide NIBRS Group A, Crimes Against Property

Type of Offense			Number of Offenses			Cumulative Comparison		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	January-December		
						2012	2011	% Change
Crimes Against Property (NIBRS - Group A)	200	Arson	34	31	9.7%	136	125	8.8%
	510	Bribery	0	0	--	2	7	-71.4%
	220	Burglary/Breaking & Entering	2,326	2,635	-11.7%	8,478	10,104	-16.1%
		Residence	1,764	2,143	-17.7%	6,505	8,130	-20.0%
		Business	358	295	21.4%	1,200	1,165	3.0%
		Other	204	197	3.6%	773	809	-4.4%
	250	Counterfeiting/Forgery	129	142	-9.2%	480	605	-20.7%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	1,836	2,049	-10.4%	8,104	9,113	-11.1%
	270	Embezzlement	78	51	52.9%	216	177	22.0%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses (excluding counterfeiting/forgery & bad checks)	576	697	-17.4%	2,666	3,928	-32.1%
	23A-H	Larceny/Theft Offenses - Total	5,766	5,415	6.5%	21,862	22,740	-3.9%
	23A & B	Pocket-picking & Purse-snatching	99	81	22.2%	426	372	14.5%
	23C	Shoplifting	1,289	1,153	11.8%	4,963	4,459	11.3%
	23D	Theft from Building	42	42	0.0%	172	198	-13.1%
	23E	Theft from Coin-Operated Machine or Device	32	29	10.3%	111	109	1.8%
	23F	Theft from Motor Vehicle	1,437	1,497	-4.0%	5,530	5,945	-7.0%
	23G	Theft of Motor Vehicle Parts or Accessories	779	787	-1.0%	3,010	3,666	-17.9%
	23H	All Other Larceny	2,088	1,826	14.3%	7,650	7,991	-4.3%
	240	Motor Vehicle Theft	633	595	6.4%	2,291	2,250	1.8%
120	Robbery	323	366	-11.7%	1,281	1,278	0.2%	
280	Stolen Property Offenses	0	1	-100.0%	1	5	-80.0%	
Crimes Against Property Subtotal			11,701	11,982	-2.3%	45,517	50,332	-9.6%

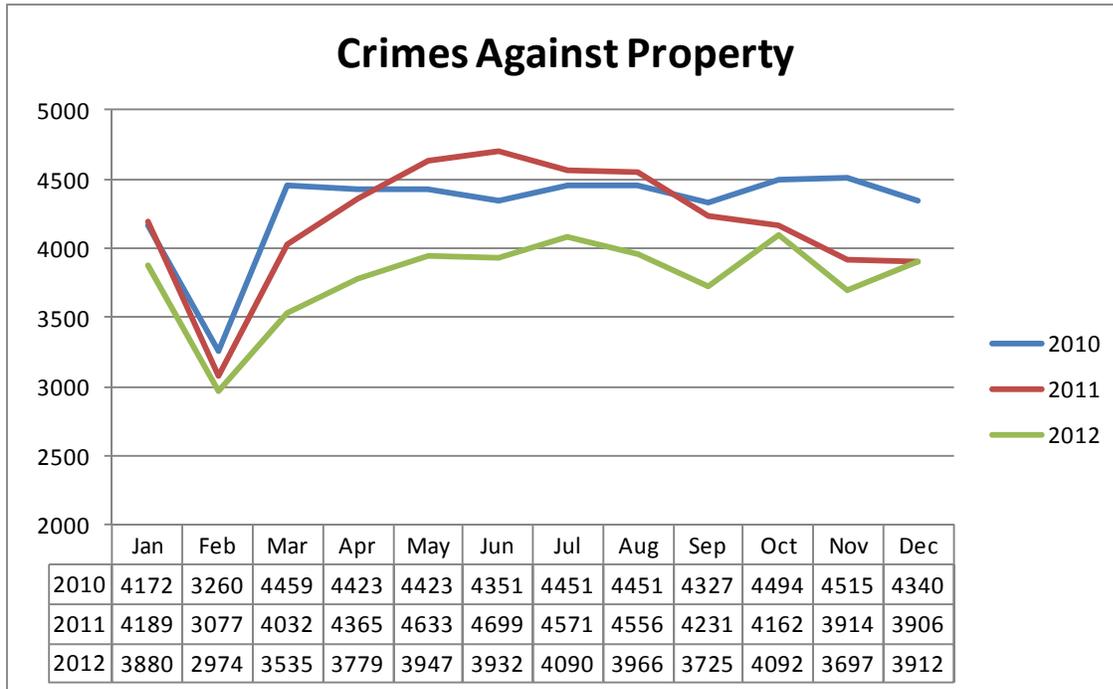
The crime categories are listed above in alphabetical order for ease of reference rather than in order of their importance.

Motor vehicle theft increased 6.4 percent this quarter compared to Fourth Quarter 2011. A total of 90 bait car deployments occurred within the Fourth Quarter. A total of eighteen arrests were made for motor vehicle theft.

Burglaries decreased 11.7 percent, with decreases in residential (-17.7 percent). However, business burglaries increased (21.4 percent), while "other" increased (3.6 percent). Of the 101 repeat locations, 44 were residences. In the Fourth Quarter of 2012, the Fort Worth Police Department arrested 189 suspects for burglary.

There was an 11.7 percent decrease in robberies. Approximately 53 percent of all incidents occurred at businesses, while 16 percent occurred at residences. A total of 103 arrests were made for robbery. Approximately 48 percent involved a firearm, while 37 percent were personal weapon incidents (involving hands, fists, feet, etc.).

Figure 6 - 2009-2012 Comparison of Citywide Crimes Against Property



2.5 Crimes Against Society (NIBRS - Group A)

Crimes Against Society offenses are a reflection of the department's enforcement efforts and are counted as one offense per violation. In 2012, Crimes Against Society increased 2.9% overall compared to 2011. There was a 2.4 percent increase in Crimes Against Society in the Fourth Quarter. Prostitution violations decreased 80.4 percent, while weapons laws decreased 14.6 percent. Drug/Narcotic Violations increased 14.5%, which indicates an increase in enforcement.

Figure 7 - Fourth Quarter 2012, Citywide NIBRS Group A, Crimes Against Society

Type of Offense			Number of Offenses			Cumulative Comparison		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	January-December		
						2012	2011	% Change
Crimes Against Society (NIBRS - Group A)	35A	Drug/Narcotic Violations (excluding DUI)	965	843	14.5%	4060	3685	10.2%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	18	92	-80.4%	255	510	-50.0%
	520	Weapon Law Violations	129	151	-14.6%	560	543	3.1%
Crimes Against Society Subtotal			1,112	1,086	2.4%	4,875	4,738	2.9%

2.6 Other Offenses (NIBRS - Group B)

Group “B” offenses are reported only when an individual is arrested. A Group “B” arrest report does not include incident data but uses only data elements that describe the arrestee and the circumstances of the arrest. Group “B” offenses increased 2.8% this quarter and decreased 2.1% in 2012 overall.

Figure 8 - Fourth Quarter 2012, Citywide NIBRS Group B, Other Offenses

Type of Offense			Number of Offenses			Cumulative Comparison		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	January-December		
						2012	2011	% Change
Other Offenses (NIBRS- Group B)	90A	Bad Checks	2	1	100.0%	8	6	33.3%
	90B	Curfew/Loitering/Vagrancy Violations	36	46	-21.7%	198	247	-19.8%
	90C	Disorderly Conduct	331	310	6.8%	1,260	1,242	1.4%
	90D	Driving Under the Influence	458	322	42.2%	1,784	1,393	28.1%
	90E	Drunkenness	742	793	-6.4%	3,180	3,323	-4.3%
	90F	Family Offenses, Nonviolent	261	206	26.7%	935	867	7.8%
	90G	Liquor Law Violations	114	159	-28.3%	568	890	-36.2%
	90H	Peeping Tom	3	4	-25.0%	16	9	77.8%
	90I	Runaway	391	434	-9.9%	1,594	1,618	-1.5%
	90J	Trespass of Real Property	186	167	11.4%	772	837	-7.8%
90Z	All Other Offenses	1,791	1,756	2.0%	8,094	8,369	-3.3%	
GROUP B TOTAL			4,315	4,198	2.8%	18,409	18,801	-2.1%
NIBRS Total (Group A & B)			20,154	20,223	-0.3%	81,889	86,988	-5.9%

Driving Under the Influence increased 42.2% in Fourth Quarter 2012, and increase 28.1% overall for the year compared to 2011. Non-violent Family offenses increased 26.7% in the Fourth Quarter, and increased 7.8% overall in 2012 compared to 2011. Curfew, Loitering and Vagrancy Violations decreased 21.7% in the Fourth Quarter and 19.8% for the year, while Liquor Law Violations decreased 28.3% during the Fourth Quarter and 36.2% in 2012 overall.

The crime categories are listed above in alphabetical order for ease of reference rather than in order of their importance.

For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

2.7 Gang Unit Report

A total of 193 gang-related offenses occurred in the Fourth Quarter 2012 compared to 257 offenses in Fourth Quarter 2011 — a 24.9 percent decrease. In 2012, there were a total of 987 gang-related offenses compared to 1,174 in 2011, which is a 15.9% decrease overall compared to 2011

What is Gang-Related Crime?

Gang-Related Crime is any criminal act, including but not limited to those involving gang members or gang associates committed for the benefit or furtherance of any criminal gang.

Figure 9 - Fourth Quarter 2012, Gang-Related Offenses

Type of Offense			Number of Gang-Related Offenses			Cumulative Comparison January-December		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	2012	2011	% Change
Crimes Against Person	13A-C	Assault Offenses	65	89	-27.0%	336	404	-16.8%
	100	Kidnapping	1	1	0.0%	4	1	300.0%
	09A	Murder & Non-negligent Manslaughter	0	5	--	3	9	-66.7%
	11A-D	Sex Offenses, Forcible	0	--	--	1	1	0.0%
Crimes Against Property	200	Arson Incidents	1	1	0.0%	2	2	0.0%
	220	Burglary / Breaking &	4	4	0.0%	12	18	-33.3%
	250	Counterfeiting/Forgery	0	1	--	0	3	--
	290	Destruction/Damage/Vandalism of Property	28	38	-26.3%	145	166	-12.7%
	23A-H	Larceny/Theft Offenses	3	5	-40.0%	13	26	-50.0%
	240	Motor Vehicle Theft	2	1	100.0%	4	2	100.0%
	120	Robbery	7	10	-30.0%	28	41	-31.7%
Crimes Against Society	35A	Drug Narcotic Violation	44	49	-10.2%	212	208	1.9%
	35B	Possession of Drug Paraphenalia	9	4	125.0%	35	31	12.9%
	510	Bribery	--	--	--	0	2	--
	520	Weapon Law Violation	25	25	0.0%	88	91	-3.3%
Other	90A-Z	Other	4	24	-83.3%	104	170	-38.8%

Figure 10 - Third Quarter 2012 Gang-Related Offenses By Division

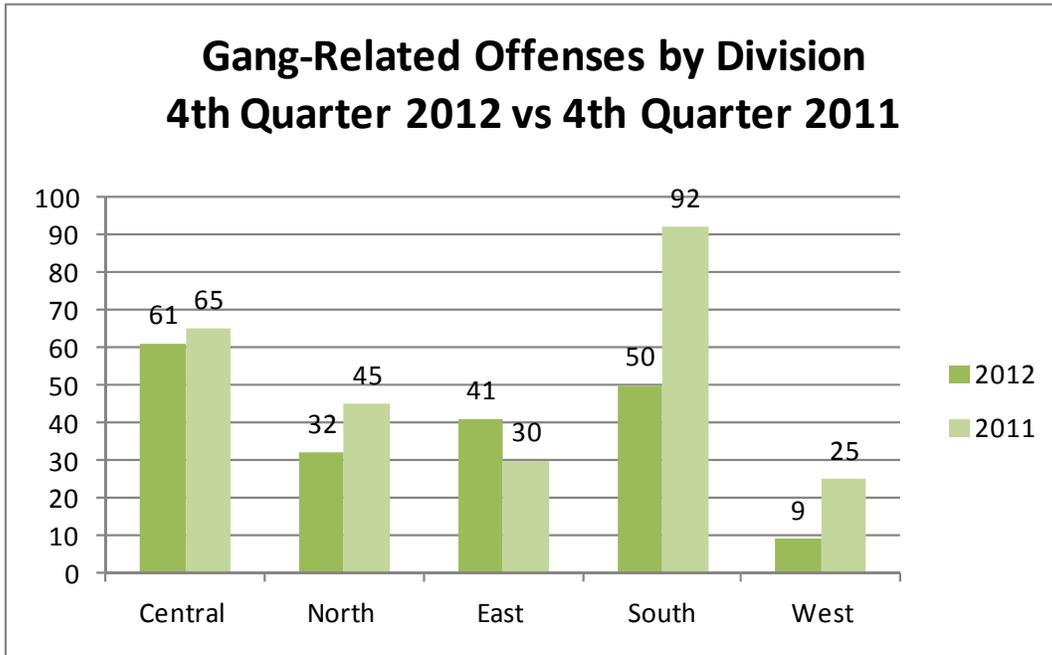
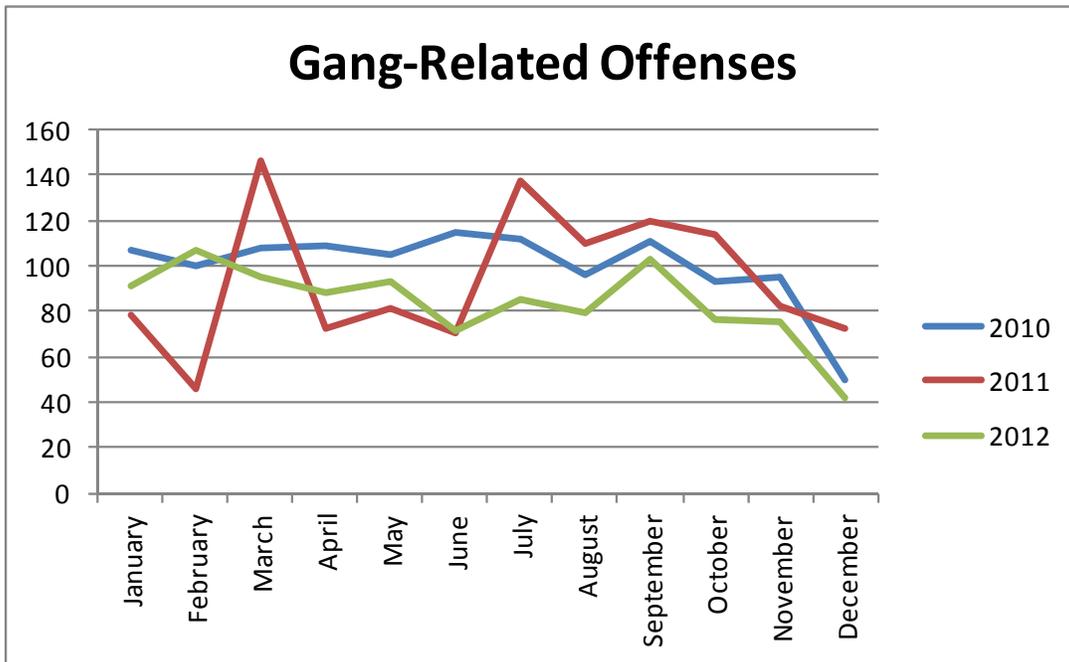


Figure 11 - 2009-2012 Comparison of Citywide Gang-Related Offenses



2.8 Offenses By Council District

Figure 12 - Summary of Offenses By Council District

Type of Offense			Fourth Quarter 2012 - Number of Offenses By Council District									Unknown Location*	Citywide
			Council District 2 Espino	Council District 3 Zimmerman	Council District 4 Scarth	Council District 5 Moss	Council District 6 Jordan	Council District 7 Shingleton	Council District 8 Gray	Council District 9 Burns			
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	329	295	287	419	307	327	478	320	6	2,768	
	13A	Aggravated Assault	76	68	52	102	60	59	110	96	1	624	
	13B	Simple Assault	228	197	211	282	222	231	331	199	5	1,906	
	13C	Intimidation	25	30	24	35	25	37	37	25	0	238	
	100	Kidnapping/Abduction	1	2	4	5	5	7	1	3	0	28	
	09A	Murder & Nonnegligent Manslaughter	1	1	2	3	0	0	3	0	0	10	
	11A - D	Sex Offenses, Forcible	35	22	20	39	20	25	38	21	0	220	
	11A	Forcible Rape	16	8	7	22	12	7	21	5	0	98	
	11B-D	Other	19	14	13	17	8	18	17	16	0	122	
	36A - B	Sex Offenses, Nonforcible	0	0	0	0	0	0	0	0	0	0	
Crimes Against Persons Subtotal			366	320	313	466	332	359	520	344	6	3,026	
Crimes Against Property (NIBRS - Group A)	200	Arson	9	1	1	5	2	1	6	5	4	34	
	510	Bribery	0	0	0	0	0	0	0	0	0	0	
	220	Burglary/Breaking & Entering	329	209	313	373	333	222	341	203	3	2,326	
		Residence	243	149	248	269	302	167	246	138	2	1,764	
		Business	57	43	42	66	17	30	60	42	1	358	
		Others	29	17	23	38	14	25	35	23	0	204	
	250	Counterfeiting/Forgery	19	18	15	10	16	19	16	16	0	129	
	290	Destruction/Damage/Vandalism of Property (excluding arson)	304	195	200	233	202	238	210	253	1	1,836	
	270	Embezzlement	4	17	14	6	7	13	8	9	0	78	
	210	Extortion/Blackmail	0	0	0	0	0	0	0	0	0	0	
	26A - E	Fraud Offenses (excluding counterfeiting/forgery & bad checks)	58	97	76	61	68	65	62	89	0	576	
	23A-H	Larceny/Theft Offenses - Total	930	712	820	586	654	710	616	734	4	5,766	
	23A & B	Pocket-picking & Purse-snatching	4	19	14	14	9	8	20	11	0	99	
	23C	Shoplifting	124	201	265	106	224	153	82	132	2	1,289	
	23D	Theft from Building	8	6	7	9	0	3	7	2	0	42	
	23E	Theft from Coin-Operated Machine or Device	2	9	3	2	3	4	5	4	0	32	
	23F	Theft from Motor Vehicle	285	184	193	111	138	188	134	203	1	1,437	
	23G	Theft of Motor Vehicle Parts or Accessories	151	67	111	84	67	98	81	120	0	779	
23H	All Other Larceny	356	226	227	260	213	256	287	262	1	2,088		
240	Motor Vehicle Theft	121	50	72	89	61	78	75	87	0	633		
120	Robbery	37	41	35	48	22	30	69	41	0	323		
280	Stolen Property Offenses	0	0	0	0	0	0	0	0	0	0		
Crimes Against Property Subtotal			1,811	1,340	1,546	1,411	1,365	1,376	1,403	1,437	12	11,701	
Crimes Against Society (NIBRS - Group A)	35A	Drug/Narcotic Violations (excluding DUI)	127	78	87	104	99	110	202	152	6	965	
	39A - D	Gambling Offenses	0	0	0	0	0	0	0	0	0	0	
	370	Pornography/Obscene Material	0	0	0	0	0	0	0	0	0	0	
	40A	Prostitution	0	0	0	6	0	0	11	1	0	18	
	520	Weapon Law Violations	18	5	13	25	19	8	20	21	0	129	
Crimes Against Society Subtotal			145	83	100	135	118	118	233	174	6	1,112	
Total Group A			2,322	1,743	1,959	2,012	1,815	1,853	2,156	1,955	24	15,839	

"Unknown Location" indicates any offense in which the address was entered by an officer and is currently being verified. These offenses are not assigned to a specific Council District at the time of this report.

View a [Council District Map](#). For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Figure 13 - Fort Worth City Council District Map

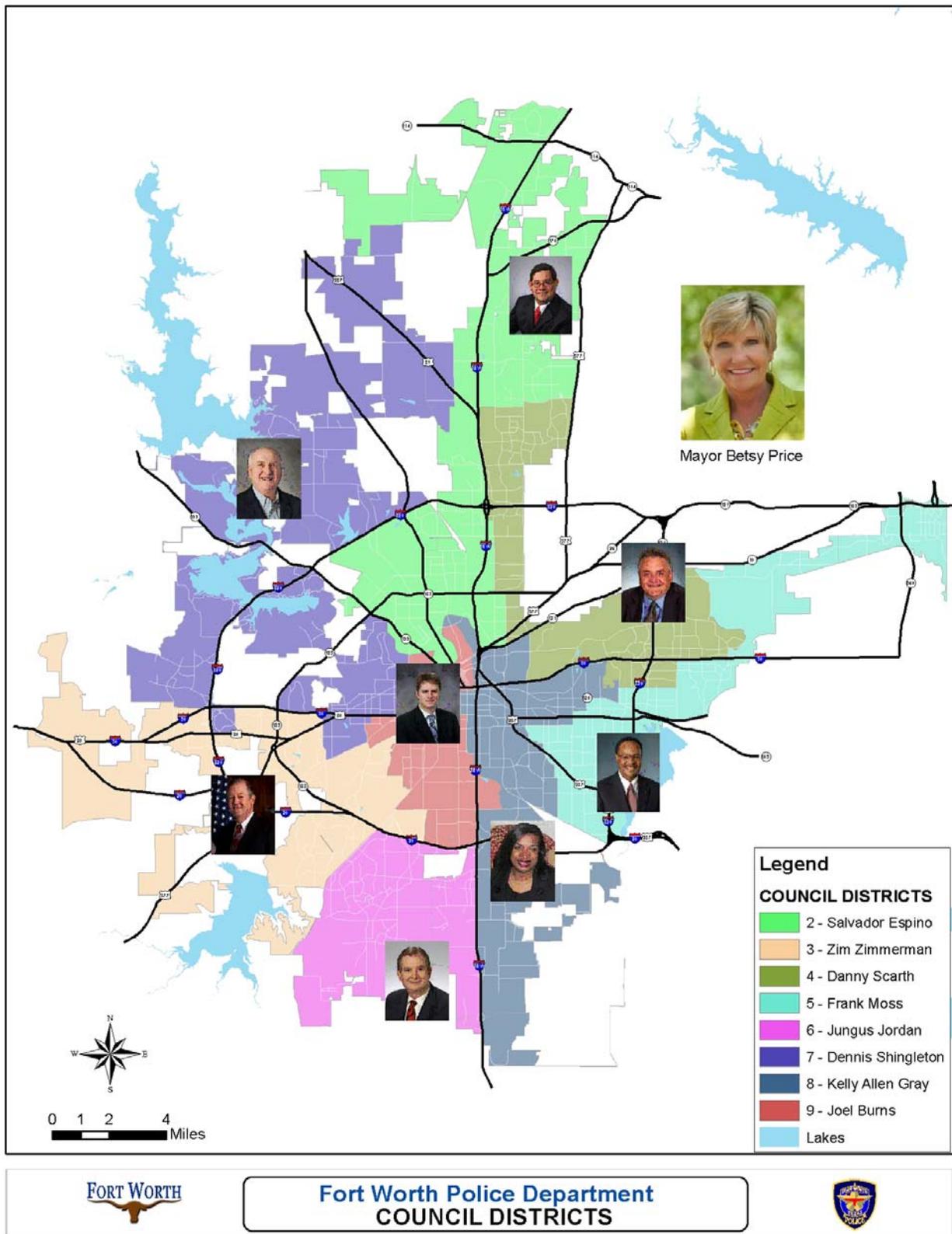


Figure 14 - Offenses Reported in Council District 2

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 2 Espino	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	329	2,768	11.9%	1,658	1,578	5.1%
	13A	Aggravated Assault	76	624	12.2%	434	437	-0.7%
	13B	Simple Assault	228	1,906	12.0%	1,083	1,017	6.5%
	13C	Intimidation	25	238	10.5%	141	124	13.7%
	100	Kidnaping/Abduction	1	28	3.6%	10	22	-54.5%
	09A	Murder & Nonnegligent Manslaughter	1	10	10.0%	6	7	-14.3%
	11A - D	Sex Offenses, Forcible	35	220	15.9%	151	146	3.4%
	11A	Forcible Rape	16	98	16.3%	60	44	36.4%
	11B-D	Other	19	122	15.6%	91	102	-10.8%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			366	3,026	12.1%	1,825	1,753	4.1%
Crimes Against Property (NIBRS - Group A)	200	Arson	9	34	26.5%	26	26	0.0%
	510	Bribery	0	0	--	0	1	-100.0%
	220	Burglary/Breaking & Entering	329	2,326	14.1%	1,131	1,213	-6.8%
		Residence	243	1,764	13.8%	817	913	-10.5%
		Business	57	358	15.9%	188	174	8.0%
		Other	29	204	14.2%	126	126	0.0%
	250	Counterfeiting/Forgery	19	129	14.7%	53	88	-39.8%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	304	1,836	16.6%	1,245	1,283	-3.0%
	270	Embezzlement	4	78	5.1%	24	23	4.3%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	58	576	10.1%	322	489	-34.2%
	23A-H	Larceny/Theft Offenses - Total	930	5,766	16.1%	3,228	3,311	-2.5%
	23A & B	Pocket-picking & Purse-snatching	4	99	4.0%	35	42	-16.7%
	23C	Shoplifting	124	1,289	9.6%	385	383	0.5%
	23D	Theft from Building	8	42	19.0%	34	34	0.0%
	23E	Theft from Coin-Operated Machine or Device	2	32	6.3%	7	16	-56.3%
	23F	Theft from Motor Vehicle	285	1,437	19.8%	993	963	3.1%
	23G	Theft of Motor Vehicle Parts or Accessories	151	779	19.4%	539	661	-18.5%
	23H	All Other Larceny	356	2,088	17.0%	1,235	1,212	1.9%
	240	Motor Vehicle Theft	121	633	19.1%	409	329	24.3%
120	Robbery	37	323	11.5%	123	116	6.0%	
280	Stolen Property Offenses	0	0	--	0	1	-100.0%	
Crimes Against Property Subtotal			1,811	11,701	15.5%	6,561	6,880	-4.6%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	127	965	13.2%	575	524	9.7%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	0	18	0.0%	12	16	-25.0%
	520	Weapon Law Violations	18	129	14.0%	82	90	-8.9%
Crimes Against Society Subtotal			145	1,112	13.0%	669	630	6.2%
Total Group A			2,322	15,839	14.7%	9,055	9,263	-2.2%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	6	3	200.0%	50	46	8.7%
	90D	Driving Under the Influence	58	458	12.7%	303	232	30.6%
	90E	Drunkenness	128	742	17.3%	540	546	-1.1%

View a [Council District Map](#). For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Figure 15 - Offenses Reported in Council District 3

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 3 Zimmerman	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	295	2,768	10.7%	1,123	1,198	-6.3%
	13A	Aggravated Assault	68	624	10.9%	206	233	-11.6%
	13B	Simple Assault	197	1,906	10.3%	801	851	-5.9%
	13C	Intimidation	30	238	12.6%	116	114	1.8%
	100	Kidnapping/Abduction	2	28	7.1%	15	6	150.0%
	09A	Murder & Nonnegligent Manslaughter	1	10	10.0%	5	2	150.0%
	11A - D	Sex Offenses, Forcible	22	220	10.0%	79	74	6.8%
	11A	Forcible Rape	8	98	8.2%	37	34	8.8%
	11B-D	Other	14	122	11.5%	42	40	5.0%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			320	3,026	10.6%	1,222	1,280	-4.5%
Crimes Against Property (NIBRS - Group A)	200	Arson	1	34	2.9%	6	10	-40.0%
	510	Bribery	0	0	--	0	0	--
	220	Burglary/Breaking & Entering	209	2,326	9.0%	832	1,006	-17.3%
		Residence	149	1,764	8.4%	640	821	-22.0%
		Business	43	358	12.0%	129	124	4.0%
		Other	17	204	8.3%	63	61	3.3%
	250	Counterfeiting/Forgery	18	129	14.0%	64	94	-31.9%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	195	1,836	10.6%	739	941	-21.5%
	270	Embezzlement	17	78	21.8%	39	31	25.8%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	97	576	16.8%	405	526	-23.0%
	23A-H	Larceny/Theft Offenses - Total	712	5,766	12.3%	2,879	3,140	-8.3%
	23A & B	Pocket-picking & Purse-snatching	19	99	19.2%	51	62	-17.7%
	23C	Shoplifting	201	1,289	15.6%	849	945	-10.2%
	23D	Theft from Building	6	42	14.3%	16	8	100.0%
	23E	Theft from Coin-Operated Machine or Device	9	32	28.1%	22	15	46.7%
	23F	Theft from Motor Vehicle	184	1,437	12.8%	862	888	-2.9%
	23G	Theft of Motor Vehicle Parts or Accessories	67	779	8.6%	301	420	-28.3%
	23H	All Other Larceny	226	2,088	10.8%	778	802	-3.0%
	240	Motor Vehicle Theft	50	633	7.9%	203	223	-9.0%
120	Robbery	41	323	12.7%	128	123	4.1%	
280	Stolen Property Offenses	0	0	--	0	0	--	
Crimes Against Property Subtotal			1,340	11,701	11.5%	5,295	6,094	-13.1%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	78	965	8.1%	354	360	-1.7%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	0	18	0.0%	4	16	-75.0%
	520	Weapon Law Violations	5	129	3.9%	43	49	-12.2%
Crimes Against Society Subtotal			83	1,112	7.5%	401	425	-5.6%
Total Group A			1,743	15,839	11.0%	6,918	7,799	-11.3%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	3	3	100.0%	19	21	-9.5%
	90D	Driving Under the Influence	43	458	9.4%	144	142	1.4%
	90E	Drunkenness	70	742	9.4%	295	243	21.4%

View a [Council District Map](#). For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Figure 16 - Offenses Reported in Council District 4

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 4 Scarth	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	287	2,768	10.4%	1,230	1,176	4.6%
	13A	Aggravated Assault	52	624	8.3%	270	256	5.5%
	13B	Simple Assault	211	1,906	11.1%	863	829	4.1%
	13C	Intimidation	24	238	10.1%	97	91	6.6%
	100	Kidnapping/Abduction	4	28	14.3%	17	15	13.3%
	09A	Murder & Nonnegligent Manslaughter	2	10	20.0%	5	4	25.0%
	11A - D	Sex Offenses, Forcible	20	220	9.1%	128	103	24.3%
	11A	Forcible Rape	7	98	7.1%	43	39	10.3%
	11B-D	Other	13	122	10.7%	85	64	32.8%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			313	3,026	10.3%	1,380	1,298	6.3%
Crimes Against Property (NIBRS - Group A)	200	Arson	1	34	2.9%	10	5	100.0%
	510	Bribery	0	0	--	1	0	--
	220	Burglary/Breaking & Entering	313	2,326	13.5%	1,066	1,344	-20.7%
		Residence	248	1,764	14.1%	848	1,050	-19.2%
		Business	42	358	11.7%	132	198	-33.3%
		Other	23	204	11.3%	86	96	-10.4%
	250	Counterfeiting/Forgery	15	129	11.6%	70	87	-19.5%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	200	1,836	10.9%	941	982	-4.2%
	270	Embezzlement	14	78	17.9%	41	27	51.9%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	76	576	13.2%	381	537	-29.1%
	23A-H	Larceny/Theft Offenses - Total	820	5,766	14.2%	3,264	2,751	18.6%
	23A & B	Pocket-picking & Purse-snatching	14	99	14.1%	57	41	39.0%
	23C	Shoplifting	265	1,289	20.6%	1,288	741	73.8%
	23D	Theft from Building	7	42	16.7%	17	26	-34.6%
	23E	Theft from Coin-Operated Machine or Device	3	32	9.4%	21	9	133.3%
	23F	Theft from Motor Vehicle	193	1,437	13.4%	707	665	6.3%
	23G	Theft of Motor Vehicle Parts or Accessories	111	779	14.2%	394	446	-11.7%
23H	All Other Larceny	227	2,088	10.9%	780	823	-5.2%	
240	Motor Vehicle Theft	72	633	11.4%	247	270	-8.5%	
120	Robbery	35	323	10.8%	134	142	-5.6%	
280	Stolen Property Offenses	0	0	--	0	1	-100.0%	
Crimes Against Property Subtotal			1,546	11,701	13.2%	6,155	6,146	0.1%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	87	965	9.0%	382	318	20.1%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	0	18	0.0%	5	10	-50.0%
	520	Weapon Law Violations	13	129	10.1%	59	57	3.5%
Crimes Against Society Subtotal			100	1,112	9.0%	446	385	15.8%
Total Group A			1,959	15,839	12.4%	7,981	7,829	1.9%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	7	3	233.3%	25	30	-16.7%
	90D	Driving Under the Influence	29	458	6.3%	131	89	47.2%
	90E	Drunkenness	52	742	7.0%	242	252	-4.0%

View a [Council District Map](#). For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Figure 17 - Offenses Reported in Council District 5

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 5 Moss	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	419	2,768	15.1%	1,859	1,734	7.2%
	13A	Aggravated Assault	102	624	16.3%	516	510	1.2%
	13B	Simple Assault	282	1,906	14.8%	1,173	1,089	7.7%
	13C	Intimidation	35	238	14.7%	170	135	25.9%
	100	Kidnapping/Abduction	5	28	17.9%	13	22	-40.9%
	09A	Murder & Nonnegligent Manslaughter	3	10	30.0%	10	12	-16.7%
	11A - D	Sex Offenses, Forcible	39	220	17.7%	136	107	27.1%
	11A	Forcible Rape	22	98	22.4%	69	45	53.3%
	11B-D	Other	17	122	13.9%	67	62	8.1%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			466	3,026	15.4%	2,018	1,875	7.6%
Crimes Against Property (NIBRS - Group A)	200	Arson	5	34	14.7%	21	25	-16.0%
	510	Bribery	0	0	--	1	1	0.0%
	220	Burglary/Breaking & Entering	373	2,326	16.0%	1,331	1,853	-28.2%
		Residence	269	1,764	15.2%	1,028	1,581	-35.0%
		Business	66	358	18.4%	175	121	44.6%
		Other	38	204	18.6%	128	151	-15.2%
	250	Counterfeiting/Forgery	10	129	7.8%	44	60	-26.7%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	233	1,836	12.7%	1,104	1,310	-15.7%
	270	Embezzlement	6	78	7.7%	17	14	21.4%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	61	576	10.6%	277	416	-33.4%
	23A-H	Larceny/Theft Offenses - Total	586	5,766	10.2%	2,159	2,234	-3.4%
	23A & B	Pocket-picking & Purse-snatching	14	99	14.1%	68	44	54.5%
	23C	Shoplifting	106	1,289	8.2%	297	187	58.8%
	23D	Theft from Building	9	42	21.4%	20	22	-9.1%
	23E	Theft from Coin-Operated Machine or Device	2	32	6.3%	4	14	-71.4%
	23F	Theft from Motor Vehicle	111	1,437	7.7%	415	531	-21.8%
	23G	Theft of Motor Vehicle Parts or Accessories	84	779	10.8%	320	411	-22.1%
	23H	All Other Larceny	260	2,088	12.5%	1,035	1,025	1.0%
240	Motor Vehicle Theft	89	633	14.1%	368	342	7.6%	
120	Robbery	48	323	14.9%	201	219	-8.2%	
280	Stolen Property Offenses	0	0	--	0	0	--	
Crimes Against Property Subtotal			1,411	11,701	12.1%	5,523	6,474	-14.7%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	104	965	10.8%	578	553	4.5%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	6	18	33.3%	50	90	-44.4%
	520	Weapon Law Violations	25	129	19.4%	97	84	15.5%
Crimes Against Society Subtotal			135	1,112	12.1%	725	727	-0.3%
Total Group A			2,012	15,839	12.7%	8,266	9,076	-8.9%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	3	3	100.0%	18	24	-25.0%
	90D	Driving Under the Influence	34	458	7.4%	112	91	23.1%
	90E	Drunkenness	40	742	5.4%	188	201	-6.5%

View a [Council District Map](#). For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Figure 18 - Offenses Reported in Council District 6

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 6 Jordan	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	307	2,768	11.1%	1,315	1,285	2.3%
	13A	Aggravated Assault	60	624	9.6%	253	234	8.1%
	13B	Simple Assault	222	1,906	11.6%	958	962	-0.4%
	13C	Intimidation	25	238	10.5%	401	89	350.6%
	100	Kidnaping/Abduction	5	28	17.9%	10	12	-16.7%
	09A	Murder & Nonnegligent Manslaughter	0	10	0.0%	4	6	-33.3%
	11A - D	Sex Offenses, Forcible	20	220	9.1%	101	95	6.3%
	11A	Forcible Rape	12	98	12.2%	50	34	47.1%
	11B-D	Other	8	122	6.6%	51	61	-16.4%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			332	3,026	11.0%	1,430	1,398	2.3%
Crimes Against Property (NIBRS - Group A)	200	Arson	2	34	5.9%	5	15	-66.7%
	510	Bribery	0	0	--	0	1	-100.0%
	220	Burglary/Breaking & Entering	333	2,326	14.3%	1,106	1,167	-5.2%
		Residence	302	1,764	17.1%	939	1,030	-8.8%
		Business	17	358	4.7%	104	81	28.4%
		Other	14	204	6.9%	63	56	12.5%
	250	Counterfeiting/Forgery	16	129	12.4%	59	63	-6.3%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	202	1,836	11.0%	1,029	1,086	-5.2%
	270	Embezzlement	7	78	9.0%	23	14	64.3%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	68	576	11.8%	346	534	-35.2%
	23A-H	Larceny/Theft Offenses - Total	654	5,766	11.3%	2,551	2,566	-0.6%
	23A & B	Pocket-picking & Purse-snatching	9	99	9.1%	43	32	34.4%
	23C	Shoplifting	224	1,289	17.4%	835	769	8.6%
	23D	Theft from Building	0	42	0.0%	10	11	-9.1%
	23E	Theft from Coin-Operated Machine or Device	3	32	9.4%	11	18	-38.9%
	23F	Theft from Motor Vehicle	138	1,437	9.6%	603	682	-11.6%
	23G	Theft of Motor Vehicle Parts or Accessories	67	779	8.6%	294	359	-18.1%
	23H	All Other Larceny	213	2,088	10.2%	755	695	8.6%
240	Motor Vehicle Theft	61	633	9.6%	219	205	6.8%	
120	Robbery	22	323	6.8%	123	153	-19.6%	
280	Stolen Property Offenses	0	0	--	1	1	0.0%	
Crimes Against Property Subtotal			1,365	11,701	11.7%	5,462	5,805	-5.9%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	99	965	10.3%	338	300	12.7%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	0	18	0.0%	2	1	100.0%
	520	Weapon Law Violations	19	129	14.7%	55	50	10.0%
Crimes Against Society Subtotal			118	1,112	10.6%	395	351	12.5%
Total Group A			1,815	15,839	11.5%	7,287	7,554	-3.5%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	4	3	133.3%	29	25	16.0%
	90D	Driving Under the Influence	33	458	7.2%	107	91	17.6%
	90E	Drunkenness	23	742	3.1%	151	176	-14.2%

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Figure 19 - Offenses Reported in Council District 7

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 7 Shingleton	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	327	2,768	11.8%	1,387	1,583	-12.4%
	13A	Aggravated Assault	59	624	9.5%	272	295	-7.8%
	13B	Simple Assault	231	1,906	12.1%	974	1,111	-12.3%
	13C	Intimidation	37	238	15.5%	141	177	-20.3%
	100	Kidnapping/Abduction	7	28	25.0%	29	8	262.5%
	09A	Murder & Nonnegligent Manslaughter	0	10	0.0%	5	6	-16.7%
	11A - D	Sex Offenses, Forcible	25	220	11.4%	113	136	-16.9%
	11A	Forcible Rape	7	98	7.1%	39	49	-20.4%
	11B-D	Other	18	122	14.8%	74	87	-14.9%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			359	3,026	11.9%	1,534	1,733	-11.5%
Crimes Against Property (NIBRS - Group A)	200	Arson	1	34	2.9%	11	11	0.0%
	510	Bribery	0	0	--	0	1	-100.0%
	220	Burglary/Breaking & Entering	222	2,326	9.5%	913	1,041	-12.3%
		Residence	167	1,764	9.5%	732	870	-15.9%
		Business	30	358	8.4%	90	94	-4.3%
		Other	25	204	12.3%	91	77	18.2%
	250	Counterfeiting/Forgery	19	129	14.7%	55	54	1.9%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	238	1,836	13.0%	961	1,087	-11.6%
	270	Embezzlement	13	78	16.7%	33	22	50.0%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	65	576	11.3%	308	509	-39.5%
	23A-H	Larceny/Theft Offenses - Total	710	5,766	12.3%	2,753	3,124	-11.9%
	23A & B	Pocket-picking & Purse-snatching	8	99	8.1%	40	37	8.1%
	23C	Shoplifting	153	1,289	11.9%	526	599	-12.2%
	23D	Theft from Building	3	42	7.1%	20	22	-9.1%
	23E	Theft from Coin-Operated Machine or Device	4	32	12.5%	15	10	50.0%
	23F	Theft from Motor Vehicle	188	1,437	13.1%	781	923	-15.4%
	23G	Theft of Motor Vehicle Parts or Accessories	98	779	12.6%	373	505	-26.1%
	23H	All Other Larceny	256	2,088	12.3%	998	1,028	-2.9%
240	Motor Vehicle Theft	78	633	12.3%	249	225	10.7%	
120	Robbery	30	323	9.3%	137	98	39.8%	
280	Stolen Property Offenses	0	0	--	0	1	-100.0%	
Crimes Against Property Subtotal			1,376	11,701	11.8%	5,420	6,173	-12.2%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	110	965	11.4%	381	306	24.5%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	0	18	0.0%	9	9	0.0%
	520	Weapon Law Violations	8	129	6.2%	53	49	8.2%
Crimes Against Society Subtotal			118	1,112	10.6%	443	364	21.7%
Total Group A			1,853	15,839	11.7%	7,397	8,270	-10.6%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	4	3	133.3%	14	29	-51.7%
	90D	Driving Under the Influence	53	458	11.6%	165	133	24.1%
	90E	Drunkennes	93	742	12.5%	349	285	22.5%

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Figure 20 - Offenses Reported in Council District 8

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 8 Gray	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	478	2,768	17.3%	2,036	2,166	-6.0%
	13A	Aggravated Assault	110	624	17.6%	516	587	-12.1%
	13B	Simple Assault	331	1,906	17.4%	1,332	1,394	-4.4%
	13C	Intimidation	37	238	15.5%	188	185	1.6%
	100	Kidnapping/Abduction	1	28	3.6%	22	25	-12.0%
	09A	Murder & Nonnegligent Manslaughter	3	10	30.0%	8	5	60.0%
	11A - D	Sex Offenses, Forcible	38	220	17.3%	134	145	-7.6%
	11A	Forcible Rape	21	98	21.4%	73	71	2.8%
	11B-D	Other	17	122	13.9%	61	74	-17.6%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			520	3,026	17.2%	2,200	2,341	-6.0%
Crimes Against Property (NIBRS - Group A)	200	Arson	6	34	17.6%	31	21	47.6%
	510	Bribery	0	0	--	0	2	-100.0%
	220	Burglary/Breaking & Entering	341	2,326	14.7%	1,285	1,548	-17.0%
		Residence	246	1,764	13.9%	957	1,181	-19.0%
		Business	60	358	16.8%	205	215	-4.7%
		Other	35	204	17.2%	123	152	-19.1%
	250	Counterfeiting/Forgery	16	129	12.4%	56	67	-16.4%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	210	1,836	11.4%	1,074	1,281	-16.2%
	270	Embezzlement	8	78	10.3%	14	25	-44.0%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	62	576	10.8%	279	384	-27.3%
	23A-H	Larceny/Theft Offenses - Total	616	5,766	10.7%	2,262	2,676	-15.5%
	23A & B	Pocket-picking & Purse-snatching	20	99	20.2%	85	71	19.7%
	23C	Shoplifting	82	1,289	6.4%	227	265	-14.3%
	23D	Theft from Building	7	42	16.7%	33	34	-2.9%
	23E	Theft from Coin-Operated Machine or Device	5	32	15.6%	13	7	85.7%
	23F	Theft from Motor Vehicle	134	1,437	9.3%	431	519	-17.0%
	23G	Theft of Motor Vehicle Parts or Accessories	81	779	10.4%	360	387	-7.0%
23H	All Other Larceny	287	2,088	13.7%	1,113	1,393	-20.1%	
240	Motor Vehicle Theft	75	633	11.8%	285	325	-12.3%	
120	Robbery	69	323	21.4%	271	273	-0.7%	
280	Stolen Property Offenses	0	0	--	0	0	--	
Crimes Against Property Subtotal			1,403	11,701	12.0%	5,557	6,602	-15.8%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	202	965	20.9%	787	799	-1.5%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	11	18	61.1%	139	336	-58.6%
	520	Weapon Law Violations	20	129	15.5%	78	90	-13.3%
Crimes Against Society Subtotal			233	1,112	21.0%	1,004	1,225	-18.0%
Total Group A			2,156	15,839	13.6%	8,761	10,168	-13.8%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	4	3	133.3%	22	36	-38.9%
	90D	Driving Under the Influence	84	458	18.3%	339	227	49.3%
	90E	Drunkenness	116	742	15.6%	518	605	-14.4%

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Figure 21 - Offenses Reported in Council District 9

	NIBRS Code	Types of Offenses	Number of Offenses Fourth Quarter 2012			District Cumulative January-December		
			Council District 9 Burns	Citywide	% Total	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	320	2,768	11.6%	1,322	1,308	1.1%
	13A	Aggravated Assault	96	624	15.4%	343	352	-2.6%
	13B	Simple Assault	199	1,906	10.4%	867	847	2.4%
	13C	Intimidation	25	238	10.5%	112	109	2.8%
	100	Kidnapping/Abduction	3	28	10.7%	13	9	44.4%
	09A	Murder & Nonnegligent Manslaughter	0	10	0.0%	4	8	-50.0%
	11A - D	Sex Offenses, Forcible	21	220	9.5%	114	83	37.3%
	11A	Forcible Rape	5	98	5.1%	40	40	0.0%
	11B-D	Other	16	122	13.1%	74	43	72.1%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crimes Against Persons Subtotal			344	3,026	11.4%	1,453	1,408	3.2%
Crimes Against Property (NIBRS - Group A)	200	Arson	5	34	14.7%	22	12	83.3%
	510	Bribery	0	0	--	0	1	-100.0%
	220	Burglary/Breaking & Entering	203	2,326	8.7%	805	925	-13.0%
		Residence	138	1,764	7.8%	540	681	-20.7%
		Business	42	358	11.7%	174	158	10.1%
		Other	23	204	11.3%	91	86	5.8%
	250	Counterfeiting/Forgery	16	129	12.4%	78	92	-15.2%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	253	1,836	13.8%	1,005	1,131	-11.1%
	270	Embezzlement	9	78	11.5%	25	20	25.0%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses	89	576	15.5%	346	517	-33.1%
	23A-H	Larceny/Theft Offenses - Total	734	5,766	12.7%	2,753	2,912	-5.5%
	23A & B	Pocket-picking & Purse-snatching	11	99	11.1%	47	43	9.3%
	23C	Shoplifting	132	1,289	10.2%	553	566	-2.3%
	23D	Theft from Building	2	42	4.8%	22	41	-46.3%
	23E	Theft from Coin-Operated Machine or Device	4	32	12.5%	18	20	-10.0%
	23F	Theft from Motor Vehicle	203	1,437	14.1%	734	766	-4.2%
	23G	Theft of Motor Vehicle Parts or Accessories	120	779	15.4%	427	473	-9.7%
	23H	All Other Larceny	262	2,088	12.5%	952	1,003	-5.1%
240	Motor Vehicle Theft	87	633	13.7%	309	328	-5.8%	
120	Robbery	41	323	12.7%	163	150	8.7%	
280	Stolen Property Offenses	0	0	--	0	1	-100.0%	
Crimes Against Property Subtotal			1,437	11,701	12.3%	5,506	6,089	-9.6%
Crimes Against Society (NIBRS-Group A)	35A	Drug/Narcotic Violations (excluding DUI)	152	965	15.8%	630	488	29.1%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	1	18	5.6%	34	29	17.2%
	520	Weapon Law Violations	21	129	16.3%	87	70	24.3%
Crimes Against Society Subtotal			174	1,112	15.6%	751	587	27.9%
Total Group A			1,955	15,839	12.3%	7,710	8,084	-4.6%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	5	3	166.7%	21	36	-41.7%
	90D	Driving Under the Influence	122	458	26.6%	469	360	30.3%
	90E	Drunkenness	220	742	29.6%	895	1,007	-11.1%

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Section III.

Directions Home High Impact Zone Report

Figure 23 - Offenses Reported within Directions Home Primary High Impact Zone

	NIBRS Code	Primary - Direction Home HIZ Type of Offense	Number of Offenses Quarterly Comparison			Cumulative Comparison January-December		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	58	49	18.4%	203	187	8.6%
	13A	Aggravated Assault	11	10	10.0%	28	40	-30.0%
	13B	Simple Assault	44	36	22.2%	149	129	15.5%
	13C	Intimidation	3	3	0.0%	26	18	44.4%
	100	Kidnapping/Abduction	0	1	-100.0%	1	2	-50.0%
	09A	Murder & Nonnegligent Manslaughter	0	0	--	0	0	--
	11A - D	Sex Offenses, Forcible	3	0	--	9	6	50.0%
	11A	Forcible Rape	2	0	--	7	5	40.0%
	11B-D	Other	1	0	--	2	1	100.0%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crime Against Persons Subtotal			61	50	22.0%	213	195	9.2%
Crimes Against Property (NIBRS - Group A)	200	Arson	0	0	--	0	0	--
	510	Bribery	0	0	--	0	0	--
	220	Burglary/Breaking & Entering	3	3	0.0%	16	9	77.8%
		Residence	0	0	--	0	3	-100.0%
		Business	1	2	-50.0%	11	3	266.7%
		Other	2	1	100.0%	5	3	66.7%
	250	Counterfeiting/Forgery	2	0	--	2	2	0.0%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	3	6	-50.0%	27	17	58.8%
	270	Embezzlement	0	0	--	0	0	--
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses (excluding counterfeiting/forgery & bad checks)	3	1	200.0%	11	9	22.2%
	23A-H	Larceny/Theft Offenses - Total	29	38	-23.7%	130	118	10.2%
	23A & B	Pocket-picking & Purse-snatching	2	1	100.0%	18	12	50.0%
	23C	Shoplifting	0	2	-100.0%	6	2	200.0%
	23D	Theft from Building	0	0	--	2	1	100.0%
	23E	Theft from Coin-Operated Machine or Device	0	0	--	0	0	--
	23F	Theft from Motor Vehicle	2	1	100.0%	3	6	-50.0%
	23G	Theft of Motor Vehicle Parts or Accessories	2	9	-77.8%	23	23	0.0%
	23H	All Other Larceny	23	25	-8.0%	78	74	5.4%
	240	Motor Vehicle Theft	1	3	-66.7%	7	7	0.0%
120	Robbery	6	12	-50.0%	35	34	2.9%	
280	Stolen Property Offenses	0	0	--	0	0	--	
Crimes Against Property Subtotal			47	63	-25.4%	228	196	16.3%
Crimes Against Society (NIBRS - Grp A)	35A	Drug/Narcotic Violations (excluding DUI)	26	8	225.0%	80	59	35.6%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	2	8	-75.0%	41	34	20.6%
	520	Weapon Law Violations	1	0	--	3	2	50.0%
Crimes Against Society Subtotal			29	16	81.3%	124	95	30.5%
NIBRS Group A Total			137	129	6.2%	565	486	16.3%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	0	0	--	0	0	--
	90D	Driving Under the Influence	5	3	66.7%	15	9	66.7%
	90E	Drunkenness	22	26	-15.4%	86	81	6.2%

View a [Directions Home High Impact Zone Map](#). For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Figure 24 - Offenses Reported within Directions Home Secondary High Impact Zone

	NIBRS Code	Secondary - Direction Home HIZ Type of Offense	Number of Offenses Quarterly Comparison			Cumulative Comparison January-December		
			Fourth Quarter 2012	Fourth Quarter 2011	% Change	2012	2011	% Change
Crimes Against Persons (NIBRS - Group A)	13A - C	Assault Offenses	30	36	-16.7%	146	160	-8.8%
	13A	Aggravated Assault	6	12	-50.0%	37	55	-32.7%
	13B	Simple Assault	24	23	4.3%	97	90	7.8%
	13C	Intimidation	0	1	-100.0%	12	15	-20.0%
	100	Kidnapping/Abduction	0	1	-100.0%	0	2	-100.0%
	09A	Murder & Nonnegligent Manslaughter	0	0	--	2	0	--
	11A - D	Sex Offenses, Forcible	2	4	-50.0%	5	7	-28.6%
	11A	Forcible Rape	2	2	0.0%	5	2	150.0%
	11B-D	Other	0	2	-100.0%	0	5	-100.0%
	36A - B	Sex Offenses, Nonforcible	0	0	--	0	0	--
Crime Against Persons Subtotal			32	41	-22.0%	153	169	-9.5%
Crimes Against Property (NIBRS - Group A)	200	Arson	1	0	--	3	0	--
	510	Bribery	0	0	--	0	0	--
	220	Burglary/Breaking & Entering	9	24	-62.5%	65	83	-21.7%
		Residence	3	9	-66.7%	31	51	-39.2%
		Business	5	7	-28.6%	24	18	33.3%
		Other	1	8	-87.5%	10	14	-28.6%
	250	Counterfeiting/Forgery	0	0	--	1	2	-50.0%
	290	Destruction/Damage/Vandalism of Property (excluding arson)	18	19	-5.3%	70	87	-19.5%
	270	Embezzlement	0	0	--	0	2	-100.0%
	210	Extortion/Blackmail	0	0	--	0	0	--
	26A - E	Fraud Offenses (excluding counterfeiting/forgery & bad checks)	3	5	-40.0%	8	19	-57.9%
	23A-H	Larceny/Theft Offenses - Total	38	31	22.6%	125	127	-1.6%
	23A & B	Pocket-picking & Purse-snatching	0	1	-100.0%	3	3	0.0%
	23C	Shoplifting	0	0	--	1	3	-66.7%
	23D	Theft from Building	1	0	--	3	1	200.0%
	23E	Theft from Coin-Operated Machine or Device	0	0	--	0	0	--
	23F	Theft from Motor Vehicle	15	4	275.0%	43	20	115.0%
	23G	Theft of Motor Vehicle Parts or Accessories	9	4	125.0%	19	15	26.7%
	23H	All Other Larceny	13	22	-40.9%	56	85	-34.1%
	240	Motor Vehicle Theft	3	4	-25.0%	18	31	-41.9%
120	Robbery	7	5	40.0%	19	21	-9.5%	
280	Stolen Property Offenses	0	0	--	0	0	--	
Crimes Against Property Subtotal			79	88	-10.2%	309	372	-16.9%
Crimes Against Society (NIBRS - Group A)	35A	Drug/Narcotic Violations (excluding DUI)	11	13	-15.4%	42	54	-22.2%
	39A - D	Gambling Offenses	0	0	--	0	0	--
	370	Pornography/Obscene Material	0	0	--	0	0	--
	40A	Prostitution	0	0	--	11	36	-69.4%
	520	Weapon Law Violations	0	3	-100.0%	3	7	-57.1%
Crimes Against Society Subtotal			11	16	-31.3%	56	97	-42.3%
NIBRS Group A Total			122	145	-15.9%	518	638	-18.8%
Other (NIBRS - Group B)	90B	Curfew / Loitering / Vagrancy Violations	0	0	--	1	2	-50.0%
	90D	Driving Under the Influence	7	8	-12.5%	33	19	73.7%
	90E	Drunkenness	7	10	-30.0%	31	46	-32.6%

View a [Directions Home High Impact Zone Map](#). For NIBRS offense definitions, go to www.fortworthpd.com/crime-information/

Section IV.

Uniform Crime Reporting (UCR) Traditional Summary Report

4.1 Fourth Quarter 2012 Uniform Crime Reporting (UCR) Traditional Summary Report

Uniform Crime Report (UCR) Traditional Summary Reporting is a collective effort on the part of jurisdictions throughout the United States to present a nationwide representation of crime using eight of the most serious and most commonly-reported offenses — Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Burglary, Larceny-Theft, Motor Vehicle Theft and Arson — collectively known as Part I Offenses. In the Summary Reporting System, the number of criminal incidents are counted, in contrast to the more detailed data collected (using a different methodology) through the National Incident Based Reporting System (NIBRS).

In 2012, Part I Offenses decreased 6.1% overall compared to 2011, of which an overall decrease in burglary can be attributed. Part I Offenses increased 0.3 percent in Fourth Quarter 2012 compared to Fourth Quarter 2011. Below represents the number of criminal incidents for each Part I crime:

Figure 25 - Fourth Quarter 2012 UCR Traditional Summary Report

UCR Traditional Summary Report						
Part I Offenses	Number of Criminal Incidents			Year-to-Date January-December		
	Fourth Quarter 2012	Fourth Quarter 2011	% Change	2012	2011	% Change
Murder & Nonnegligent Manslaughter	10	16	-37.5%	47	50	-6.0%
Forcible Rape	97	86	12.8%	400	354	13.0%
Robbery	323	366	-11.7%	1,281	1,278	0.2%
Aggravated Assault	512	1,230	-58.4%	2,264	2,340	-3.2%
Burglary	2,297	1,906	20.5%	8,398	9,938	-15.5%
Larceny-Theft	5,766	5,415	6.5%	21,862	22,740	-3.9%
Motor Vehicle Theft	629	588	7.0%	2,274	2,228	2.1%
Arson	34	31	9.7%	136	125	8.8%
Total Part I Crime	9,668	9,638	0.3%	36,662	39,053	-6.1%

Quick Note About Reporting Differences

A significant difference between NIBRS and UCR Traditional Summary Reporting is the number of crimes being reported and the methodology used. For example, for Crimes Against Persons, NIBRS counts the number of victims, while UCR counts the number of incidents, which can result in NIBRS figures being higher than UCR figures depending on the number of victims involved in the incidents. In addition, the definitions for Part 1 offenses used in Summary Reporting are different than the offense definitions used by the National Incident Based Reporting System (NIBRS). Visit <http://www.fortworthpd.com/crime-information/> for details about the differences between NIBRS and UCR Traditional Summary Reporting.

The Fort Worth Police Department submits NIBRS data to the Texas Department of Public Safety (TxDPS), which is then submitted to the Federal Bureau of Investigation (FBI). The FBI then converts the NIBRS data into the UCR Traditional Summary Reporting for publication in the annual *Crime in the United States* publication. Since this report is based on snapshot data queried on February 20, 2013, data queried before or after this date may vary from this report.

Section V.

Department Initiatives Update

FWPD and TSU Partnership Recognized by City Council

At the October 9, 2012, Fort Worth City Council hearing, the council recognized a special partnership between FWPD and Tarleton State University in which both organizations provided training to students from the United Arab Emirates.

Under the direction of Dr. James Vardalis, 15 graduate students, who are also full-time officers in Abu Dhabi, are pursuing Master degrees through Tarleton's Criminal Justice Program in Fort Worth. In addition to their coursework, the students have had the opportunity to work with FWPD and learn about crime prevention techniques, local courts, domestic abuse centers, and other police training activities.

Chief Halstead recognized the Tarleton State University and Dr. Vardalis as "valuable partners in our community, not only from the educational perspective but also from the criminal justice and international law enforcement practitioner perspective." The Chief also believes that Fort Worth could become an international destination for law enforcement training in conjunction with the city's continued growth as an international business destination.

As a token of appreciation for the partnership, Chief Halstead presented Dr. Vardalis and the international students with saddle bags and a cowboy hat from the Police Department's Mounted Unit and a copy of the City's board game, "Fort Worthopoly."



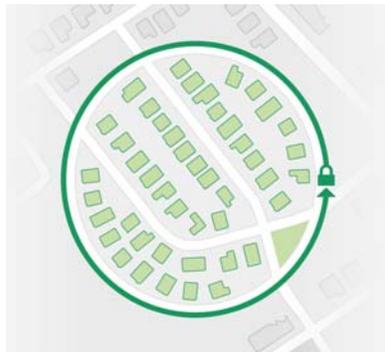
New Approach to Crime Prevention

During the 4th quarter, South Division Crime Prevention Specialist and West Division Crime Prevention Specialist



researched an online social network created for neighborhoods called Nextdoor (<https://nextdoor.com>). This program allows residents in a specific neighborhood to set up an online community with set geographic boundaries.

Only citizens living in the geographic neighborhood are invited to join that online community. This allows residents to communicate on the website with their neighbors about crime issues, neighborhood events, local services, and



anything else that may be important. This tool may increase communication among residents about crime and crime prevention techniques.

This program also allows the police department to post information that may affect a specific neighborhood (alerting a community of a particular crime trend in their area, announcing the next Crime Watch meeting) as well as posting information that affects every community (publicize National Night Out events or posting Citizen on Patrol applications).

The Crime Prevention Specialist met with dozens of neighborhood groups at a wide variety of functions to let residents know that this application was available and to get feedback about the program from citizens. Over a period of only a few weeks, more than 1,400 citizens in 58 neighborhoods joined the site. Nextdoor is currently mapping neighborhoods for citywide use should residents choose to utilize the tool.

Multicultural Committee

A year and a half ago, the FWPd started an Ethics and Multicultural Committee, of which researched and recommended strategies for improvement, as well as, developed a series of programs. In November 2012, the Committee created a Multicultural Program in an effort to build a foundation of excellent service through ethical behavior based on mutual respect, education, and understanding of those in our multicultural communities.

The department's goal for this long-term partnership is to develop comprehensive training curricula that will complement and enhance our current cultural diversity training. There are plans to incorporate more education and understanding of each culture's art, history, food, and familial values in the curricula alongside visits to places that are important to those within the community, including churches, mosques, synagogues, schools, community centers, and cultural events. A valuable benefit of this committee is the incorporation of "police culture" into the training that will strengthen the public's trust and knowledge of areas related to officer and public safety.

In the creation of the Multicultural Program, the department has worked in unison with Dr. Cheryl Kimberling, Adjunct Professor of Sociology at Texas Christian University and the President of the Multicultural Alliance of Fort Worth, as well as Mrs. Synthia Demons, Acting Regional Director, Southwest Region, United States Department of Justice Community Relations Service.

Together, the department has made the commitment to ensure that our police officers maintain the highest ethical and professional standards for the citizens that we serve.



Section V - Department Initiatives Update

Teddy Bear Concert

On Saturday, December 8, 2012, the South Division assisted the Fort Worth Civic Orchestra in collecting teddy bears as part of the Teddy Bear Concert at the Southwestern Baptist Theological Seminary. Concert attendees were asked to bring teddy bears, in lieu of admission, to be distributed to children in times of need. Attendees placed teddy bears on one of two patrol cars that had been set up in front of the auditorium. In all, 335 stuffed animals were donated at this special event.



National Night Out

On October 2, 2012, Fort Worth participated in National Night Out (NNO). This event encourages residents to meet neighbors and beat patrol officers and to gain awareness of crime prevention strategies. Held annually since 1984, the NNO is sponsored by the National Association of Town Watch. While most states hold NNO in August, cities and towns in Texas have the option to hold it in October, to take advantage of the more favorable cooler weather. While much of the event involves neighbors simply mingling and sharing food, some Fort Worth neighborhoods put on big affairs, with booths and activities sponsored by local non-profits and vendors. Officers and command staff visit as many events throughout the City as possible. About 100 neighborhoods participated in the last National Night Out.