



**SUMMARY OF MEETINGS AND ACTIVITIES
MONDAY, APRIL 22, 2013, THROUGH FRIDAY, APRIL 26, 2013**

MONDAY, APRIL 22, 2013

	<u>TIME</u>	<u>LOCATION</u>
Pre-Building Standards Commission	9:30 a.m.	Pre-Council Chamber
Building Standards Commission	10:00 a.m.	Council Chamber
Workforce Solutions for Tarrant County Workforce Governing Board	2:00 p.m.	Arlington Chamber of Commerce 505 East Border Street
Civil Service Commission	5:30 p.m.	Police and Fire Training Center 1000 Calvert, Classroom G

TUESDAY, APRIL 23, 2013

Pre-Council Meeting	8:30 a.m.	Pre-Council Chamber
Council Meeting	10:00 a.m.	Council Chamber
Fort Worth Sports Authority, Inc.	2:00 p.m.	Pre-Council Chamber

WEDNESDAY, APRIL 24, 2013

City Plan Commission Work Session	12:00 p.m.	Pre-Council Chamber
City Plan Commission Public Hearing	1:30 p.m.	Council Chamber
Construction and Fire Prevention Board of Appeals	2:00 p.m.	City Hall, Development Conference Room Lower Level
Fort Worth Advisory Commission on Ending Homelessness	4:00 p.m.	Hazel Harvey Peace Center for Neighborhoods, 818 Missouri Avenue
Parks and Community Services Advisory Board	4:00 p.m.	Northside Community Center 1100 Northwest 18 th Street

THURSDAY, APRIL 25, 2013

Appeals Board Pre-Meeting	8:30 a.m.	Pre-Council Chamber
Appeals Board Meeting	9:00 a.m.	Council Chamber

This summary is compiled from data furnished to the Office of the City Secretary by 12:00 p.m. on April 18, 2013, and may not include all meetings to be conducted during the week of April 22, 2013 through April 26, 2013. It is a summary listing only. See individual agendas which are posted in compliance with the Texas Open Meetings Act for detailed information.



**SUMMARY OF MEETINGS AND ACTIVITIES
MONDAY, APRIL 22, 2013, THROUGH FRIDAY, APRIL 26, 2013**

THURSDAY, APRIL 25, 2013
(Continued)

	<u>TIME</u>	<u>LOCATION</u>
Workforce Solutions for Tarrant Count Workforce Delivery Systems Committee	11:45 a.m.	Workforce Solutions for Tarrant County Board Large, Conference Room 1320 South University Drive, Suite 600
Community Action Partners Council	1:30 p.m.	Fort Worth City Credit Union 2309 Montgomery Avenue
Community Action Partners Council Retreat	2:00 p.m.	Fort Worth City Credit Union 2309 Montgomery Avenue
Human Relations Commission Retreat	2:00 p.m.	Tarrant County College District Trinity River Campus 300 Trinity Campus Circle
Tax Increment Finance 4 (Southside) Board of Directors	3:00 p.m.	Pre-Council Chamber
Aviation Advisory Board	4:00 p.m.	Fort Worth Meacham International Airport 4201 North Main Street, Suite 200

FRIDAY, APRIL 26, 2013

No meetings

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**PRE-COUNCIL MEETING
TUESDAY, APRIL 23, 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 9554](#): City-Initiated Full-Purpose Annexation of Two Enclaves in Far North and Far Southwest Fort Worth
2. Current Agenda Items - **City Council Members**
3. Responses to Items Continued from a Previous Week
 - a. [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 – Frank Moss**) (**Continued from April 16, 2013 by Staff**)
4. Council Proposal No. 293 - Adopt Attached Ordinance Amending Section 24-17 "Alcoholic Beverages" of Chapter 24 of the City Code, "Parks and Community Services" to Allow the Sale, Possession, or Consumption of Alcohol at a Fundraising Event at Forest Park Swimming Pool on May 23, 2013 - **Council Member Joel Burns and Council Member Sal Espino**
Attachment(s):
[Council Proposal No. 293 - Attached.pdf](#)
5. West Nile Response Update - **Brandon Bennett, Code Compliance**
6. Review of Proposed Amendments Related to Gas Line Compressors - **Dana Burghdoff, Planning and Development**
7. Legislative Update - **Charles Daniels, City Manager's Office**
8. City Council Requests for Future Agenda Items and/or Reports
9. 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

EXECUTIVE SESSION **(PRE-COUNCIL CHAMBER, CITY HALL)** **Tuesday, April 23, 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. Legal issues related to insurance requirements for volunteer services on public parks and rights-of-way;
 - b. Legal issues related to a proposed settlement with United Riverside Rebuilding Corporation; and
 - c. 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 23, 2013
CITY COUNCIL CHAMBER, CITY HALL
1000 THROCKMORTON STREET, FORT WORTH, TEXAS**

I. CALL TO ORDER

II. INVOCATION - Reverend Beth Evers, University United Methodist Church

III. PLEDGE OF ALLEGIANCE

IV. CONSIDERATION OF MINUTES OF REGULAR MEETING OF APRIL 16, 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-17870](#) - Authorize Settlement of the Claim Filed by the Law Office of Kerry H. Collins on Behalf of Maria E. Reyna for Payment in the Amount of \$60,000.00 (ALL COUNCIL DISTRICTS)
2. [M&C G-17871](#) - Approve Findings of the Ground Transportation Coordinator Regarding Application of Tesfay K. Gselassie d/b/a A1 Luxury Limo to Operate Two Limousines Within the City of Fort Worth and Adopt Ordinance Granting Such Authority (ALL COUNCIL DISTRICTS)
3. [M&C G-17872](#) - Approve Findings of the Ground Transportation Coordinator Regarding Application of Cowtown Transportation Services, LP, to Operate Three Limousines Within the City of Fort Worth and Adopt Ordinance Granting Such Authority (ALL COUNCIL DISTRICTS)
4. [M&C G-17873](#) - Adopt Appropriation Ordinance Increasing Estimated Receipts and Appropriations in the Park Gas Lease Project Fund in the Amount of \$118,000.54 for Rockwood Park Athletic Complex Drainage Improvements (COUNCIL DISTRICT 2)

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

1. [M&C P-11518](#) - Authorize Purchase Agreement with New Era Contract Services, for Alley Maintenance for the Transportation and Public Works Department in the Amount Up to \$360,000.00 (ALL COUNCIL DISTRICTS)
2. [M&C P-11519](#) - Authorize Purchase of Four Certified Police Motorcycles from Grapevine Kawasaki Polaris Using a Cooperative Contract for the Police Department in the Amount of \$92,132.00 (ALL COUNCIL DISTRICTS)

C. Land - Consent Items

1. [M&C L-15540](#) - Authorize Acquisition of Fee Simple Interest in a Total of 1.52 Acres of Land for the Greenfield Acres Drainage Improvements Project Located at 6009 South Ridge Road and 6011 South Ridge Road from Leila Bazourgi Hedary in the Amount of \$75,000.00 and Pay Estimated Closing Costs of \$3,000.00 for a Total Cost in the Amount of \$78,000.00 (COUNCIL DISTRICT 7)

D. Planning & Zoning - Consent Items - None

E. Award of Contract - Consent Items

1. [M&C C-26206](#) - Authorize Execution of a Community Facilities Agreement with Mansions at Timberland, L.P., in the Amount of \$1,205,428.81 with City Participation in the Amount of \$89,569.44 for the Engineering and Construction of Left-Turn Lanes at Three Intersections Along North Riverside Drive at Keller Hicks Road, Twinflower Drive and Timberland Boulevard and Adopt Appropriation Ordinance (COUNCIL DISTRICT 2)
2. [M&C C-26207](#) - Authorize Amendment No. 1 to City Secretary Contract No. 33286, Tax Abatement Agreement with Allied Electronics, Inc., to Redefine the Abatement Term for the Development at 7151 Jack Newell Boulevard South in the Riverbend Business Park (COUNCIL DISTRICT 4)
3. [M&C C-26208](#) - Amend Mayor and Council Communication C-25504 to Extend Completion Deadline Under an Enhanced Community Facilities Agreement with Keystone Equity Partners, LLC, for Reconstruction of Old Decatur Road from Loop 820 to the Southern Boundary of the Proposed Commercial Metals Company Site (COUNCIL DISTRICT 2)
4. [M&C C-26209](#) - Authorize Execution of a Professional Services Contract with Enercon Services, Inc., in the Amount of \$400,000.00 for Environmental and Engineering Consulting Services (ALL COUNCIL DISTRICTS)
5. [M&C C-26210](#) - Authorize Execution of Amendment No. 4 to City Secretary Contract No. 42021, an Engineering Services Agreement with Halff Associates, Inc., in the Amount Not to Exceed \$133,700.00 for Additional Engineering Services for Litsey Road from Independence Parkway to Cleveland-Gibbs Road, Resulting in a Revised Total Contract Amount of \$577,040.00 (COUNCIL DISTRICT 2)
6. [M&C C-26211](#) - Authorize Execution of Change Order No. 1 to City Secretary Contract No. 43543, in the Amount of \$122,344.09, with Jackson Construction, Ltd., for the Scott-Sunset Drainage Improvements, Thereby Revising the Total Contract Amount to \$781,421.59 (COUNCIL DISTRICT 7)
7. [M&C C-26212](#) - Authorize Execution of Interlocal Agreements with Tarrant County and Various Municipalities for the Purpose of Providing Animal and Rabies Control Services and Rabies Specimen Shipment During Fiscal Year 2013 (ALL

COUNCIL DISTRICTS)

8. [M&C C-26213](#) - Authorize Amendment of Mayor and Council Communication C-24317 Increasing the Grant Offer Amount from the Texas Department of Transportation, Aviation Division from \$729,000.00 to \$871,157.00 for the Design and Construction of Eastside Improvements at Fort Worth Spinks Airport, Increase the Ten Percent City Match from \$81,000.00 to \$96,795.00 for an Increase in Total Project Cost from \$810,000.00 to \$967,952.00 and Adopt Appropriation Ordinances (COUNCIL DISTRICT 8)
9. [M&C C-26214](#) - Authorize Execution of a Design Procurement Agreement with Fort Worth South, Inc., in the Amount Not to Exceed \$160,000.00 for Engineering Design of the Water and Sewer Components of the South Main Street Reconstruction Project Within the South Main Street Right-of-Way from Vickery Boulevard to Magnolia Avenue (COUNCIL DISTRICTS 8 and 9)

VIII. PRESENTATIONS BY THE CITY SECRETARY - CONSENT ITEMS

1. OCS - 1885 - Notice of Claims for Alleged Damages and/or Injuries

IX. SPECIAL PRESENTATIONS, INTRODUCTIONS, ETC.

1. Presentation of the Good Neighbor Award

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
2. Council Proposal No. 293 - Adopt Attached Ordinance Amending Section 24-17 "Alcoholic Beverages" of Chapter 24 of the City Code, "Parks and Community Services" to Allow the Sale, Possession, or Consumption of Alcohol at a Fundraising Event at Forest Park Swimming Pool on May 23, 2013

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

XIII. RESOLUTION

1. A Resolution of the City Council of the City of Fort Worth, Texas Canceling the Regularly Scheduled City Council Meeting on Tuesday, June 11, 2013

XIV. REPORT OF THE CITY MANAGER

A. Benefit Hearing - None

B. General

1. [M&C G-17874](#) - Authorize Execution of Amendment to City Secretary Contract No. 44029 for the Priority Repair Program with G.A. Miller Enterprises, Inc., to Add \$250,000.00 for a Total Contract Amount of \$500,000.00 (ALL COUNCIL DISTRICTS)
2. [M&C G-17875](#) - Authorize Acceptance of the Donation of Bicycles and Bicycle Equipment Valued in the Amount of \$16,804.89

from the City of Charlotte, North Carolina for Use by the City of Fort Worth Police Department's Bike Patrol Unit and Authorize Execution of Related Agreement (ALL COUNCIL DISTRICTS)

3. [M&C G-17876](#) - Conduct a Public Hearing and Adopt Ordinance Designating Tax Abatement Reinvestment Zone No. 87, City of Fort Worth, Texas, for Property Located at 13300 Park Vista Boulevard to Facilitate Development of a Manufacturing and Distribution Facility to be Leased by Carolina Beverage Group, LLC (COUNCIL DISTRICT 2) **(PUBLIC HEARING)**
 - a. Report of City Staff
 - b. Citizen Presentations
 - c. Council Action

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

D. Land

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) **(Continued from a Previous Meeting)**
2. [M&C L-15541](#) - Authorize Redemption of a Tax-Foreclosed Property Located at 2816 Angle Avenue, in Accordance with Section 34.21(e) of the Texas Tax Code, by Enriqueta Barrajas in the Amount of \$3,503.98 (COUNCIL DISTRICT 2)

E. Planning & Zoning - None

F. Award of Contract

1. [M&C C-26215](#) - Authorize Execution of a Joint Election Agreement and Contract with the Tarrant County Elections Administrator for Election Services for the General Election to be Held on May 11, 2013, for the Purpose of Electing Council Members for City Council Districts 2, 4, 5 and 8 and Authorize a Seventy-Five Percent Down Payment in the Amount of \$91,400.00 (ALL COUNCIL DISTRICTS)
2. [M&C C-26216](#) - Authorize Execution of an Economic Development Program Agreement with Wal-Mart Stores Inc., for the Development of an E-Commerce Fulfillment Center to be Located at 5300 Westport Parkway and Authorize Waiver of Certain Related Development Fees in the Approximate Amount of \$15,000.00 (COUNCIL DISTRICT 2)
3. [M&C C-26217](#) - Authorize Execution of Amendment No. 2 to City Secretary Contract No. 42521, an Infrastructure Construction Agreement with Event Facilities Fort Worth, Inc., in the Amount of \$281,153.14 to Allow Reimbursement for Additional Improvements Related to the Harley Avenue Phase 2 Realignment Project for a Total Contract in the Amount of \$10,704,282.86, Authorize the City Manager to Execute Amendment No. 2 to City Secretary Contract No.

42248, a Design Procurement Agreement with Event Facilities Fort Worth, Inc., in the Amount of \$112,950.00 Bringing the Total Contract Amount to \$1,169,924.00, Authorize a Transfer in the Amount of \$77,950.00 from the Park Gas Well Leases Fund to the Stormwater Capital Projects Fund and Adopt Appropriation Ordinance (COUNCIL DISTRICT 7)

XV. PUBLIC HEARING

1. Second 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

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.

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ATTACHMENT B

EXECUTIVE SESSION **(PRE-COUNCIL CHAMBER, CITY HALL)** **Tuesday, April 23, 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. Legal issues related to insurance requirements for volunteer services on public parks and rights-of-way;
 - b. Legal issues related to a proposed settlement with United Riverside Rebuilding Corporation; and
 - c. 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 18, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

April 23, 2013

8:30 a.m. Pre-Council Meeting

Continued Items:

- **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 – Frank Moss**)
(Continued from April 16, 2013 by Staff)
- 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

Fort Worth Housing Finance Corporation

(Immediately following the 1:00 p.m. HED Meeting)

Fort Worth Local Development Corporation

(Immediately following the HFC)

3:00 p.m. Pre-Council Meeting



Updated April 18, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

May 7, 2013 *(continued)*

Continued Items:

- **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 16, 2013 by Council Member Espino)**
- **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)**
- **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)



Updated April 18, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

May 7, 2013 *(continued)*

- **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)**
- 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]*



Updated April 18, 2013

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

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-13-009** - 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 16, 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 18, 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 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



Updated April 18, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

June 12, 2013 *(Wednesday)*

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

June 17, 2013 *(Monday)*

*7:00 p.m. Fort Worth Crime Control and Prevention District Board of Directors
Meeting (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)

July 2, 2013

11:00 a.m. Legislative and Intergovernmental Affairs Committee (cancelled)

1:00 p.m. Housing and Economic Development Committee (cancelled)

3:00 p.m. Pre-Council Meeting (cancelled)

July 4, 2013 *(Thursday)*

City Hall Closed – Fourth of July Holiday



Updated April 18, 2013

City of Fort Worth
City Council Pre-Council Agenda Calendar

July 9, 2013 *Monthly Zoning Meeting*

1:00 p.m. Infrastructure & Transportation Committee

3:00 p.m. Pre-Council Meeting

Continued Items:

- **M&C PZ-3008** - Adopt Resolution Amending the City's Three-Year Annexation Plan to Add Approximately 287.0 - Acre Tract of Land Located South of Blue Mound Road and West of the City of Haslet (COUNCIL DISTRICT 7 – Dennis Shingleton) (**Continued from January 8, 2013 by Council Member Shingleton**)

July 16, 2013

8:30 a.m. Pre-Council Meeting

July 23, 2013

8:30 a.m. Pre-Council Meeting

July 30, 2013

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



City Council Meeting of April 16, 2013
Staff Action Tracking

Item #1 Marine Park Improvements

Due Date: May 7, 2013

Council District: 2

Staff Action: Staff to prepare an IR summarizing the improvements made to Marine Park and Marine Park Pool.

Responsibility: Richard Zavala (Parks and Community Services)

**CITY OF FORT WORTH, TEXAS
REGULAR CITY COUNCIL MEETING
APRIL 16, 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 10:05 a.m. on Tuesday, April 16, 2013, in the City Council Chamber of the Fort Worth City Hall, 1000 Throckmorton Street, Fort Worth, Texas 76102.

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

The invocation was provided by Pastor Victor Sullivan, Lamb of God Church.

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

IV. [CONSIDERATION OF MINUTES OF REGULAR MEETING OF APRIL 9, 2013](#)

Motion: Council Member Shingleton made a motion, seconded by Council Member Moss, that the Minutes of the Regular meeting of April 9, 2013, be approved. 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 Nos. L-15535 and L-15537 be withdrawn from the Consent Agenda for individual consideration.

VI. ITEMS TO BE CONTINUED OR WITHDRAWN BY STAFF

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

VII. CONSENT AGENDA

Motion: Mayor Pro tem Zimmerman made a motion, seconded by Council Member Shingleton 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-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)

The City Council approved the following recommendation: Consider and adopt the following findings of the Ground Transportation Coordinator: The public necessity and convenience require the operation of five limousines upon the City streets, alleys and thoroughfares; Limo Valet, LLC, is qualified and financially able to conduct a limousine service within the City; Limo Valet, LLC, has complied with the requirements of Chapter 34 of the City Code; Limo Valet, LLC, presented facts in support of compelling demand and necessity for five limousines; the general welfare of the citizens of the City will best be served by the addition of five limousines upon City streets, alleys and thoroughfares; and adopt Ordinance No. 20699-04-2013, granting the privilege of operating authority to Limo Valet, LLC, for the use of the streets, alleys, and public thoroughfares of the city in the conduct of its limousine business, which shall consist of the operation of five (5) limousines, for a one (1) year period beginning on the effective date; providing for written acceptance by Limo Valet, subject to and conditioned on Limo Valet, LLC, complying with all requirements of Chapter 34, Article VI of the Code of the City of Fort Worth (1986), as amended.

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)

The City Council approved the following recommendation: Adopt Supplemental Appropriation Ordinance No. 20700-04-2013, increasing the estimated receipts and appropriations in the General Fund in the amount of \$32,500.00, from available funds, for the purpose of revenue share commitments from revenue generated from sponsorship fees from Coca-Cola Bottling Company; authorize payment to The Active Network in the amount of \$6,000.00; and authorize payment to Fort Worth Parks and Community Services Sports Advisory Council, Inc., in the amount of \$26,500.00.

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)**

The City Council approved the following recommendation: Approve a nine month 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.

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)**

The City Council approved the following recommendation: Authorize a 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.

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)**

The City Council approved the following recommendation: Authorize the 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 the reimbursement of costs for a wildfire training course provided by Texas Wildfire Association conducted from January 7, 2013, to January 9, 2013, for five firefighters; and adopt Appropriation Ordinance No. 20701-04-2013, increasing the estimated receipts and appropriations in the Grants Fund in the amount of \$1,250.00, subject to receipt of the grant.

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)**

The City Council approved the following recommendation: Adopt Appropriation Ordinance No. 20702-04-2013, increasing estimated receipts and appropriations in the Airport Gas Lease Project Fund in the amount of \$13,100.21, from available funds, for the purpose of transferring said funds to the Crime Control and Prevention District Fund for construction cost for the Police Air Support Hangar at Meacham International Airport; and authorize the refund and transfer of excess funds from the Police Air Support Hangar Design Project in the amount of \$63,743.76.

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)**

The City Council approved the following recommendation: Authorize the execution of a Non-Federal Reimbursable Agreement with the Federal Aviation Administration in the amount not to exceed \$549,989.11, as part of the Remote Transmitter/Receiver Relocation project at Fort Worth Meacham International Airport; authorize a payment to the Federal Aviation Administration in the amount of \$549,989.11 to fund the project; authorize the acceptance of a contribution from Richardson Aviation in the amount of \$549,989.11 to fund the project; authorize the execution of a Reimbursement Agreement with Richardson Aviation in the amount up to \$549,989.11; and adopt Appropriation Ordinance No. 20703-04-2013, increasing estimated receipts and appropriations in the Municipal Airports Fund in the amount of \$549,989.11, contingent upon the receipt of the contribution from Richardson Aviation for the purpose of executing a non-federal reimbursable agreement with the Federal Aviation Administration.

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)**

The City Council approved the following recommendation: Authorize the purchase of an emergency generator from Loftin Equipment Company Inc., in the amount of \$412,415.00 for the North Side Pump Station.

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)**

The City Council approved the following recommendation: Authorize a purchase Agreement with Tangoe Inc., in the amount up to \$169,000.00 in the first year and up to \$84,000.00 annually thereafter for Consulting Services for the historical audit and ongoing Telecommunication Expense Management.

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)**

The City Council approved the following recommendation: Authorize a 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.

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)**

The City Council approved the following recommendation: Authorize a purchase Agreement with Letco Group, LLC, in the amount up to \$102,300.00 for organic biofilter media for the Water Department.

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)**

The City Council approved the following recommendation: Authorize the purchase of a trailer mounted sewer jetter from CLS Sewer Equipment Company, Inc., in the amount of \$51,117.68, using the Houston Galveston Area Council Cooperative Contract No. SC01-12 for the Water Department.

C. **Land - Consent Items**

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)**

The City Council approved the following recommendation: It is recommended that the City Council 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.

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 DISTRICT 9)

The City Council approved the following recommendation: Adopt Ordinance No. 20704-04-2013, vacating and extinguishing all of a 12-foot wide alley between Kimzey Street and Smiley Street, situated in the T. White Survey, Abstract No. 1636 in the City of Fort Worth, located in block 11, Brooklyn Heights Addition, an addition to the City of Fort Worth, containing approximately 0.088 acre of land to Galen Medical, LLC, for the development of a medical office building; and waive any and all purchase fee value of the vacated land in accordance with City Policy (Mayor and Council Communication G-15624).

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)

The City Council approved the following recommendation: Adopt Supplemental Appropriation Ordinance No. 20705-04-2013, 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, for the purpose of drainage design review services; and authorize the execution of a professional services agreement with Halff Associates, Inc., for an amount not to exceed \$400,000.00.

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)

The City Council approved the following recommendation: Adopt Supplemental Appropriation Ordinance No. 20706-04-2013, increasing the estimated receipts and 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, for the purpose of renovating the auditorium air handler and providing chilled and hot water pump redundancy at the Will Rogers Memorial Center; and authorize the execution of a contract with Johnson Controls, Inc., in the amount of \$476,951.00, using Texas Multiple Award Schedule Contract No. TXMAS-6-840160.

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)

The City Council approved the following recommendation: Adopt Ordinance No. 20707-04-2013, reappointing Kim Marie Catalano, Ann Y. Collins, LaTorya A. Fowler, Laura E. Ganoza, Faye R. Harden, Carla G. Kelman, Constance Langston, Nancy A. Magee, Patricia L. Summers, Edward B. Valverde and Nicole B. Webster as Substitute Municipal Judges for a one-year term commencing April 1, 2013, and ending March 31, 2014, or until a successor is qualified and appointed, in accordance with state law.

VIII. PRESENTATIONS BY THE CITY SECRETARY - CONSENT ITEMS

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

End of Consent Agenda.

C. Land - Consent Items – Removed from the Consent Agenda for Individual Consideration

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)

It was recommended that the City Council: Authorize the direct sale of a tax-foreclosed property described as 22.178 acres out of the AB Howerton Survey, Abstract 677 aka Tract 2C and Abstract 176 aka Tract 2D, 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; and authorize the execution and recording of the appropriate instruments conveying the property to complete the sale.

City Secretary Kayser advised that Mayor and Council Communication M&C L-15535 would be corrected by adding a map attachment showing that Chesapeake Land Development was the owner of the 14 acre tract of land. (The prior map inadvertently reflected that Bell Helicopter owned the 14 acre tract of land shown in the most southern blue boundary.)

Motion: Council Member Moss made a motion, seconded by Council Member Burns, that Mayor and Council Communication No. L-15535 be continued to April 23, 2013 Council meeting. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council: Authorize the sale of 31 tax-foreclosed properties in accordance with Section 272.001 of the Texas Local Government Code and Section 34.05 of the Texas Tax Property Code, in the amount of \$175,658.88; and authorize the execution and recording of the appropriate instruments conveying the properties to complete the sale.

City Secretary Kayser advised that Mayor and Council Communication M&C L-15537 was amended to reflect the following: Instead of 31 properties, only 30 properties will be sold - 1315 Jefferson Avenue (CD8) will be removed from the sale of foreclosed properties Exhibit A. The sales price should be reduced from \$175,658.88 to \$174,808.88.

Motion: Council Member Allen Gray made a motion, seconded by Council Member Burns, that Mayor and Council Communication No. L-15537 be approved as amended. The motion carried unanimously 9 ayes to 0 nays.

IX. SPECIAL PRESENTATIONS, INTRODUCTIONS, ETC.

1. Presentation on Mayfest, Inc.

Ms. Elizabeth Basham, representing Mayfest Inc., appeared before Council and expressed her appreciation to the Mayor and Council for the opportunity to speak about Mayfest that would occur May 2, 2013, through May 5, 2013. She stated that emergency preparedness was the major focus of Mayfest for 2013. She added that Mayfest Inc. had been in contact with the Fire and Police Departments to ensure that any emergency would be handled confidently. She also provided a brief PowerPoint presentation to the Council that highlighted various events that would take place during Mayfest.

2. Proclamation for National Osteopathic Medicine Week

Council Member Shingleton presented a proclamation for National Osteopathic Medicine Week to John Meyers, Russell Wier and Lindsey Welch, who were second year students from Texas College of Osteopathic Medicine (TCOM). He stated that there were currently more than 100,000 osteopathic physicians and osteopathic medical students in the United States who had made tremendous contributions to the American health care system, since osteopathic medicine was founded in 1874 by Dr. Andrew Taylor Still, DO. He added that DOs were fully licensed to prescribe medicine and practice in all specialty areas of medicine, including surgery, and were trained to consider the health of the whole person. He pointed out that they had treated numerous people from U.S. Presidents to Olympic athletes, contributed to the fight against AIDS, as well as the fight for civil rights, in addition to serving on nationwide healthcare panels and boards. He further added that the University of North Texas Health Science Center trained the osteopathic physicians of tomorrow at the TCOM, one of the nation's distinguished graduate institutions, and has, throughout four (4) decades of growth and expansion, explored and taught the promotion of good health, not just the treatment of disease. He pointed out that TCOM was unique among Texas' nine (9) medical schools through its applications-based medical school curriculum, cutting-edge research, quality patient care, dedication to rural medicine and outstanding student performance, in both academic and clinical studies. He stated that they encouraged all citizens of Fort Worth to recognize the need for osteopathic physicians, who were committed to improve the health of Americans, regardless of age, income level or ethnicity.

Mr. Meyers expressed his appreciation to the Mayor and Council. He stated that osteopathic medicine sent physicians into every medical specialty, with a specific emphasis on primary care, which was most needed in the country right now. He added that greater than 60% of osteopathic graduates would go into primary fields of medicine such as pediatrics, geriatrics and family medicine. He stated that in addition there was osteopathic manipulative medicine, which was a hands-on approach and unique to this particular field of medicine and helped give a personal approach with a patient.

X. ANNOUNCEMENTS BY CITY COUNCIL MEMBERS AND STAFF

1. Upcoming and Recent Events

Council Member Burns announced that the Main Street Arts Festival would be held from April 18, 2013, through April 21, 2013 in downtown Fort Worth. He stated that more information regarding the event was available at www.mainstreetartsfest.org and he invited all citizens to attend. He also announced that there would be a west Nile virus meeting on April 18, 2013, at 6:30 p.m. at the Fort Worth Botanic Gardens. He stated on Saturday, April 20, 2013, the 16th Annual Zoo Run would take place and that proceeds would support conservation efforts for animals locally and around the world. He encouraged all citizens to attend the run. He added that there would be a 5k, 5k Fun Run and a 1k Fun Run with an estimated 6,000 participants and

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the route would take runners through the neighborhoods and around the zoo. He stated additional information could be obtained at www.fortworthzoo.org. He also announced that he and Mayor Price would participate in the bike kickoff for the Bike Sharing Program that would go live on Monday, April 22, 2013, at 10:00 a.m. at Burnett Park and he invited all to attend. Council Member Espino announced that on Saturday, April 20, 2013, from 12:00 p.m. to 7:00 p.m., at La Grave Field, located at 301 NE 6th Street, an event called Dreaming the Cure would be held. He stated that this was the 4th Annual Car, Truck and Bike show that benefitted Cook Children's Medical Center for Brain Tumor Research. He stated that this was an event with live music and fellowship to raise funds to address brain tumors in children and finding cures and research on that issue. He stated for more information contact Mr. Gino Ayala at 817-714-0158.

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 Allen Gray expressed her appreciation to everyone who came out and participated in the District 8 Fit Walk on April 13, 2013.

Council Member Jordan announced that on Friday, April 19, 2013, at 12:00 p.m. there would be a ribbon cutting for the long awaited extension of Summer Creek between McPherson and Risinger and the new roundabout would be opened. He also 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.

Mayor Price announced that there would be a rolling town hall in District 6 on Wednesday, April 17, 2013, at 5:30 p.m. at Candleridge Park, located at 4301 French Lake Drive.

Mayor Pro tem Zimmerman announced that on Friday, April 26, 2013, at 10:00 a.m., there would be a ribbon cutting for the Clear Fork Bridge. He stated that this would open up another avenue to travel back and forth from Bryant Irvin Road to Hulen Street.

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: Mayor Pro tem Zimmerman made a motion, seconded by Council Member Shingleton that Bruce Cox be appointed to Place 3 on the City Plan Commission and Capital Improvements Advisory Committee for Transportation Impact Fees, 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. 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)

It was recommended that the City Council adopt the Fort Worth Permanent Fund Investment Policy and Strategy.

Motion: Mayor Pro tem Zimmerman made a motion, seconded by Council Member Burns that Mayor and Council Communication No. G-17857 be approved. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council authorize the settlement of the above-referenced lawsuit; authorize payment in the amount of \$99,000.00 to Cecilia Jacobs and her attorneys in full and final settlement of the referenced suit; approve payment in the amount of \$1,125.00 in mediation costs; and authorize the appropriate City personnel to execute the releases and agreements necessary to complete the settlement.

Motion: Council Member Scarth made a motion, seconded by Council Member Burns, that Mayor and Council Communication No. G-17867 be approved. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council adopt a resolution, designating temporary special event parking, in accordance with Section 22.160(d) of the City Code, to allow front and side yard parking, as long as compliance is maintained, with all other provisions of the City Code and owners manage the yard parking to prevent blocking of sidewalks, roadways or neighbors' driveways, trespassing, littering and public nuisances and ensure that no property belonging to neighbors or the public is damaged during the following events: The Colonial Professional Golf Tournament - areas within a radius of two miles from the perimeter of the Colonial Golf Course; all scheduled home games of Texas Christian University - areas within a two mile radius of the stadium; and The Armed Forces Bowl and any other NCAA bowl games - areas within a two mile radius of the stadium.

Mr. Michael Appleman, 2600 Highview Terrace, completed a comment card in support of Mayor and Council Communication No. G-17868.

Motion: Mayor Pro tem Zimmerman made a motion, seconded by Council Member Burns, that M&C No. G-17868 be approved and Resolution No. 4197-04-2013 be adopted as amended, by changing the first bullet on the resolution to reflect "The Crown Plaza Invitational and other professional golf events that occur at the Colonial Golf Course were designated for temporary special events for yard parking." The motion carried 9 ayes to 0 nays.

Mayor Pro tem Zimmerman stated that he wanted to ensure that the citizens understood that yard parking would continue as long as the citizens who were parking in the yards would abide by the guidelines set forth in the resolution.

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)

It was recommended that the City Council authorize the acceptance of a monetary donation from the Friends of the Fort Worth Nature Center & Refuge, Inc., in the amount of \$12,500.00 to fund improvements to amenities at the Hardwicke Interpretive Center at the Fort Worth Nature Center

& Refuge; and adopt an appropriation ordinance, increasing the estimated receipts and appropriations in the General Fund in the amount of \$12,500.00, subject to the receipt of the donation.

Council Member Shingleton recognized Mr. Bill Richardson and Ms. Susan Tuttle.

Mr. Richard Shepherd, 3216 Preston Hollow Road, appeared before Council in support of Mayor and Council Communication No. G-17869.

Motion: Council Member Shingleton made a motion, seconded by Council Member Moss, that Mayor and Council Communication No. G-17869 be approved, with appreciation and Appropriation Ordinance No. 20708-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

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 \(COUNCIL DISTRICT 6\) \(PUBLIC HEARING\)](#)

It was recommended that the City Council conduct a public hearing, pursuant to Chapter 26 of the Texas Parks and Wildlife Code, "Protection of Public Parks and Recreational Lands" to allow for the subsurface drilling and extraction of natural gas under Lincolnshire Park located at 1429 Horncastle Street, Mapsco 104R, South and East of Horncastle Street and Eastview Street; find that no feasible or prudent alternative exists for the extraction of natural gas under Lincolnshire Park; find that the proposed use includes all reasonable planning to minimize harm to Lincolnshire Park and that the proposed use will not impact the use of the land as a park, and close the public hearing and authorize the subsurface use of parkland for the drilling and the extraction of natural gas.

Mayor Price opened the public hearing.

a. Report of City Staff

Mr. David Creek, Assistant Director, Parks and Community Services Department, appeared before Council and provided a staff report.

b. Citizen Presentations

There were no citizen presentations.

c. Council Action

Motion: Council Member Jordan made a motion, seconded by Council Member Shingleton, that the public hearing be closed and Mayor and Council Communication No. L-15538 be approved. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council conduct a public hearing, pursuant to Chapter 26 of the Texas Parks and Wildlife Code, "Protection of Public Parks and Recreational Lands" to allow for the subsurface drilling and extraction of natural gas under Paz Hernandez Park located at 3515 Ellis Avenue, Mapsco 48X, South of 36th Street, West of Ellis Avenue and East of Houston Street; find that no feasible or prudent alternative exists for the extraction of natural gas under Paz Hernandez Park; find that the proposed subsurface use includes all reasonable planning to minimize harm to Paz Hernandez Park and that the proposed subsurface use will not impact the use of the land as a park; and close the public hearing and authorize the subsurface use of parkland for the drilling and the extraction of natural gas.

Mayor Price opened the public hearing.

a. Report of City Staff

Mr. David Creek, Assistant Director, Parks and Community Services Department, appeared before Council and provided a staff report.

b. Citizen Presentations

There were no citizen presentations.

c. Council Action

Motion: Council Member Espino made a motion, seconded by Council Member Shingleton, that the public hearing be closed and Mayor and Council Communication No. L-15539 be approved. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council authorize the execution of a five-year Tax Abatement Agreement with Fite Builders LLC, for the property at 1711 5th Avenue in the Magnolia Village Neighborhood Empowerment Zone, in accordance with the Neighborhood Empowerment Zone Tax Abatement Policy and Basic Incentives.

Motion: Council Member Burns made a motion, seconded by Mayor Pro tem Zimmerman, that Mayor and Council Communication No. C-26202 be approved. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council authorize the execution of a five-year Tax Abatement Agreement with Cesar Velazco for the property at 4009 Wheeler Street in the Riverside Neighborhood Empowerment Zone, in accordance with the Neighborhood Empowerment Zone Tax Abatement Policy and Basic Incentives.

Motion: Council Member Scarth made a motion, seconded by Mayor Pro tem Zimmerman, that Mayor and Council Communication No. C-26203 be approved. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council authorize the application for and acceptance of, if awarded, a grant from the Federal Aviation Administration in the amount of \$1,200,000.00, to design and construct airfield perimeter fence rehabilitation and closed circuit television security improvements, automated surface observing system relocation, airport rescue and firefighting tower emergency telephone, pavement joint rehabilitation on runways, taxiways and aprons, and conduct a wildlife hazard assessment for Fort Worth Alliance Airport; authorize the use of land credits in the amount of \$133,333.33 for the City's in-kind local match of ten percent of the project cost; and adopt an appropriation ordinance, increasing estimated receipts and appropriations in the Airport Grants Fund in the amount of \$1,333,333.33, subject to receipt of the grant.

Motion: Council Member Espino made a motion, seconded by Council Member Shingleton, that Mayor and Council Communication No. C-26204 be approved and Appropriation Ordinance No. 20709-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

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)

It was recommended that the City Council authorize the 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; authorize the use of land credits in the amount of \$2,222,222.22 for the City of Fort Worth's in-kind local match of ten percent of the project cost; and adopt an appropriation ordinance, increasing the estimated receipts and appropriations in the Airport Grants Fund in the amount of \$22,222,222.22, subject to receipt of the grant.

Motion: Council Member Espino made a motion, seconded by Council Member Moss, that Mayor and Council Communication No. C-26205 be approved and Appropriation Ordinance No. 20710-04-2013 be adopted. The motion carried unanimously 9 ayes to 0 nays.

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)

Mayor Price opened the public hearing.

a. Report of City Staff

Ms. Allison Gray, Planning Manager, Planning and Development Department, appeared before Council and provided a staff report.

b. Citizen Comments

There were no citizen comments.

c. Council Action

Motion: Mayor Pro tem Zimmerman made a motion, seconded by Council Member Shingleton, that the public hearing be closed. The motion carried unanimously 9 ayes to 0 nays.

XV. ZONING HEARING

Mayor Price opened the public 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)**

The City Council at its regular meeting of April 2, 2013, continued ZC-12-130.

Motion: Council Member Espino made a motion, seconded by Council Member Moss, that Zoning Docket No. ZC-12-130 be continued to May 7, 2013, Council meeting. The motion carried unanimously 9 ayes to 0 nays.

- 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)**

The City Council at its regular meeting of April 2, 2013, continued ZC-13-009.

Motion: Council Member Espino made a motion, seconded by Council Member Moss, that Zoning Docket No. ZC-13-009 be continued to May 14, 2013 Council meeting. The motion carried unanimously 9 ayes to 0 nays.

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)

The City Council at its regular meeting of April 2, 2013, continued ZC-13-036.

Mr. Randal Johnson, 405 West Loop 820 South, completed a speaker card in support of Zoning Docket No. ZC-13-036, but did not wish to speak.

Motion: Council Member Espino made a motion, seconded by Council Member Shingleton, that Zoning Docket No. ZC-13-036 be approved. The motion carried unanimously 9 ayes to 0 nays.

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)

The City Council at its regular meeting of April 2, 2013, continued ZC-13-041.

Council Member Jordan stated that the future land use plan for the parcel showed it as "E" Neighborhood Commercial and he understood that there was "G" Intensive Commercial immediately across the street and that it was Greenfield Development. He further stated that he did not see where the multifamily was in the parcel.

Ms. Dana Burghdoff, Deputy Director, Planning and Development Department, clarified that the multifamily was directly south of the site.

Council Member Jordan asked if the multifamily was a part of the site regarding this case.

Ms. Burghdoff clarified that it was not, there was just a sliver that was zoned "C" Medium Density Multifamily on the western edge of the property, which was why it was showed as being rezoned from "C" and "E" but that the vast majority was currently zoned "E" Neighborhood Commercial.

Council Member Jordan stated that his concern was what kind of uses could be constructed on the tract of land that was being considered today, since it was a narrow piece of land.

Ms. Burghdoff clarified that in addition to office, service uses, and retail that would be allowed in "E" today, that this would add more intense height. She stated that this would have a 120 foot height limit instead of a 45 height limit, but you would also bring in more intensive uses like auto related uses, bars, hotels, etc., would also be allowed.

Council Member Jordan asked if it was deep enough for a hotel.

Ms. Burghdoff stated that she did not know if it was deep enough for a hotel but that it looked to be an estimated 400 feet to 450 feet deep and that typically you would see 500 feet or more for a hotel.

Motion: Council Member Jordan made a motion, seconded by Council Member Shingleton, that Zoning Docket No. ZC-13-041 be approved as amended to change the zoning from “C” Medium Density Multifamily and “E” Neighborhood Commercial to “E” Neighborhood Commercial. The motion carried 9 ayes to 0 nays.

There being no one else present desiring to be heard in connection with the recommended changes and amendments pertaining to Zoning Ordinance No. 13896 for the above listed cases, Council Member Zimmerman made a motion, seconded by Council Member Shingleton, that the hearing be closed and that Ordinance No. 20711-04-2013 be adopted. The motion carried 9 ayes to 0 nays.

XVI. CITIZEN PRESENTATIONS

Ms. Jessica Daring, 5204 New Castleton Court, was recognized by Mayor Price but was not present in the Council chamber.

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

Mayor Price requested to have a moment of silence for the people of Boston.

XVIII. ADJOURNMENT

There being no further business, Mayor Price adjourned the regular meeting at 10:44 a.m.

No Documents for this Section

To the Mayor and Members of the City Council**April 23, 2013**

Page 1 of 1

**Subject: CITY-INITIATED FULL-PURPOSE ANNEXATION OF TWO ENCLAVES IN FAR NORTH AND FAR SOUTHWEST FORT WORTH**

The May 7 City Council agenda will contain two M&Cs regarding the annexation and zoning process for two enclaves. The 2013-2017 annexation program, adopted with the 2013 Comprehensive Plan, recommends these areas be considered for full-purpose annexation in 2013. Attached is a PowerPoint for reference. The fiscal impact analyses are posted at <http://fortworthtexas.gov/planninganddevelopment/design.aspx?id=8660> on the Planning and Development Department's website.

The two potential annexations are described below:

- Area 15-2, surrounding Ray White Road and north of Wall Price Keller Road, contains approximately 77.8 acres comprised exclusively of urban single family residential uses. The subdivisions in this enclave are Hillsboro, Lee Ray's Place, and Wilshire Valley. While proposed for annexation in 2007, the enclave was re-introduced to the three-year annexation plan in 2010, in order for the individual property owners to receive additional notifications. Consideration of the full-purpose annexation must occur between July 13 and August 13, 2013. The service plan was certified as complete on September 13, 2011. Annexation of Area 15-2 would create a positive impact of \$96,407.00 on the General Fund for the first year and would not require future capital roadway improvements. The area would be additions to Council Districts 4 and 7, after the May 2013 election.
- Area 55-1 is the remainder property after the Pate Trust signed a development agreement in 2012 for an enclave south of Dirks Road and generally west of Granbury Road. The area consists of 94.2 acres with an electrical substation and limited vacant land, as well as railroad, street, and electrical rights-of-way. Annexation of the area is expected to have a very slight negative impact of \$776.00 on the General Fund and will require capital improvements to upgrade Granbury Road. The enclave would become part of Council District 6, after the May 2013 election.

Staff has determined the City will be able to provide full municipal services upon annexation.

The property owners for both areas have been contacted by mail to reiterate the annexation process and zoning. Staff has also proposed zoning districts based on land use policies and future land use in the Comprehensive Plan, and on proposed land uses. The annexation and zoning of these areas would run concurrently, with final approvals anticipated to occur in mid-July 2013.

Should you have any questions, please contact Randle Harwood, Planning and Development Director, at 817-392-6101.

Tom Higgins
City Manager

Attachment

2013 Implementation of Annexation Program



Prepared for the
City Council

By the
Planning and Development Department

April 23, 2013

Purpose

Review the following items:

- ✓ Annexation **criteria**
- ✓ **Fiscal impact methodology**;
- ✓ Areas proposed for **full-purpose annexation** in July 2013.

Annexation Criteria

A. Full-Purpose Annexation

Area must meet one or more of the following conditions:

1. **Enclave**
 - a. Enclave within City's ETJ
 - b. Ability to provide municipal services
2. **Urban Development**
 - a. Development activity of an urban nature
 - b. Ability to provide municipal services
 - c. Positive fiscal impact analysis
3. **Growth Center**
 - a. Designated growth center
 - b. Ability to provide municipal services
 - c. Positive fiscal impact analysis
4. **Adverse Impact**
 - a. Adverse impact on City if not annexed
 - b. Ability to provide municipal services
5. **Option to Expand**
 - a. Detriment to City's orderly growth if not annexed
 - b. Ability to provide municipal services

3

Preparation of Fiscal Impact Analysis

- A. Revenues
- B. Expenditures
- C. Analysis Timeframe
- D. Per Capita Data Sources
- E. Population Estimate
- F. Methodology
 1. Areas with Existing or Proposed Development
 2. Other Areas
- G. Timing for Preparation of Fiscal Impact Analysis



4

Revenues

General Fund

1. **Property taxes** to be generated by **existing land uses**, based on Tarrant Appraisal District assessed values and the City's current property tax rate.
2. **Property taxes** to be generated by **proposed land uses**, based on anticipated assessed values and the City's current property tax rate.
3. **Other General Fund revenues** including: Other Local Taxes, Licenses and Permits, Fines and Forfeitures, Use of Money and Property, Service Charges, and Other Revenue, based on a per capita estimate.

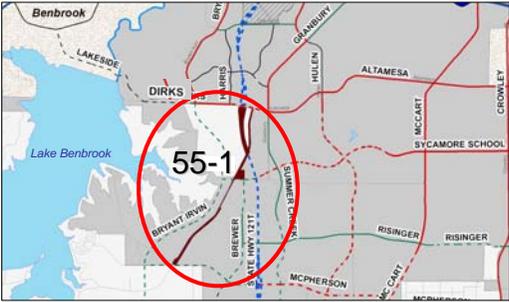
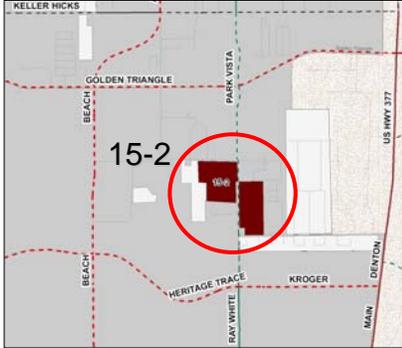
5

Expenditures

1. One-time **transitional** costs, including street signs and markings, and emergency response set up
2. Required **capital improvements** for fire service, roadways and drainage, and water and wastewater infrastructure

6

Where are the areas proposed for full-purpose annexation at this time?



7

**Area #15-2
(AX-10-007)**

8

Analysis Basis

- Existing single family uses - no vacant land
- 77.8 acres
- Hillsboro, Lee Ray's Place, and Wilshire Valley subdivisions
- 302 exemptions
- Single family residential future land use
- No short term growth
- Property tax revenues
 - \$431,713 yearly



9

Analysis Results

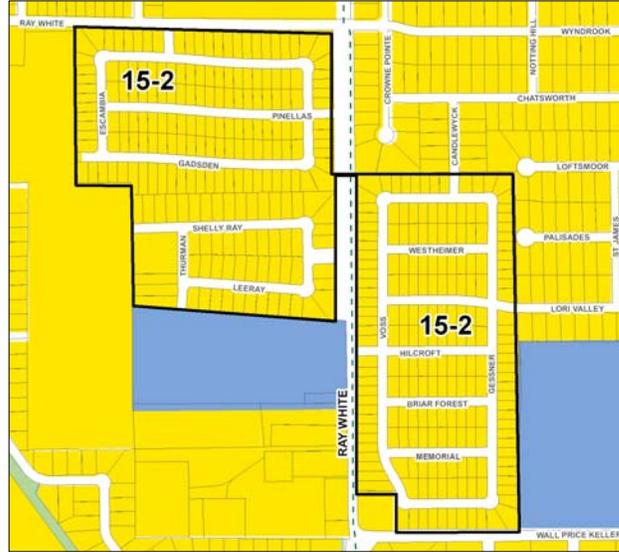
- Initial Costs
 - TPW - \$2,000 start up services and \$25,000 routine maintenance costs for existing roadways
 - Fire Department - \$0
 - Police Department - \$40,851
 - Code Compliance - \$649
- No future capital improvements necessary
- Positive result to the General Fund



10

What future land use is designated in the 2013 Comprehensive Plan?

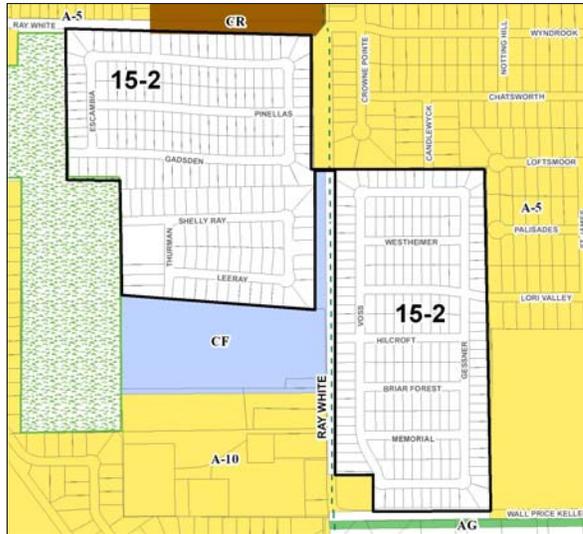
- Single-Family Residential
- Institutional



11

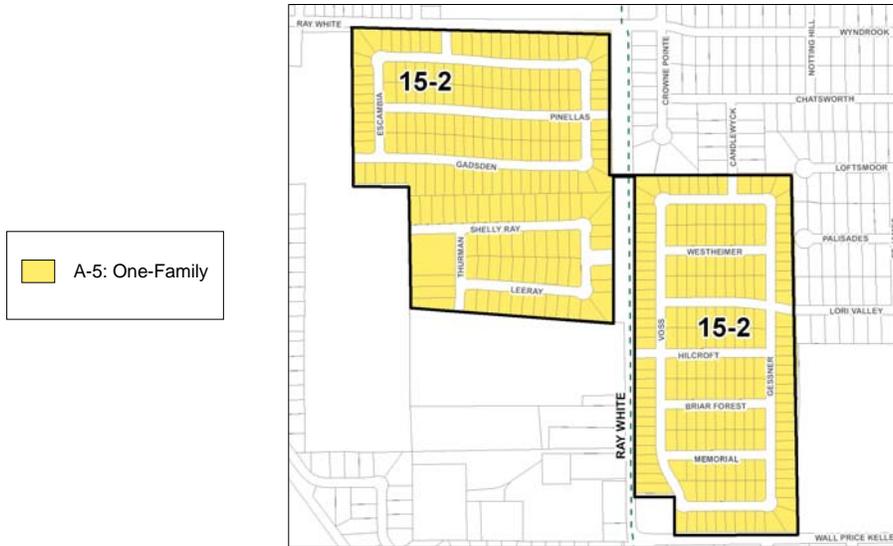
What is the surrounding zoning?

- AG: Agricultural
- A-10, A-5: One-Family
- CR: Low Density Multifamily
- CF: Community Facilities
- Agricultural Development Agreement



12

What zoning is proposed for AX-10-007?



13

Rezoning area consists of a total of **406** parcels.

What is the proposed annexation and zoning schedule for area 15-2?

<u>Date</u>	<u>Action</u>
April 2, 2013	Notification letters mailed to property owners.
May 7	City Council considers M&C for authorization of zoning.
June 12	Zoning Commission recommends zoning.
July 16	City Council considers and institutes approval of annexation and zoning.

14

Area #55-1 (AX-13-003)

15

Analysis Basis

- Existing electrical substation, railroad, electrical/roadway right-of-way, and vacant land
- 94.2 acres
- Five exemptions for railroad property
- No preliminary and final plats on file
- Limited future growth
- Property tax revenues
 - \$776 yearly



16

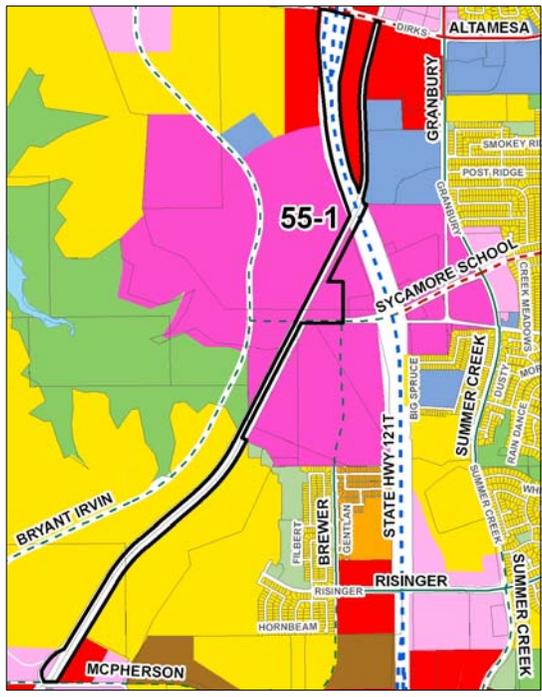
Analysis Results

- Initial Costs
 - TPW - \$0 start up services and \$1,500 routine maintenance costs for existing roadways
 - Police Department - \$1,602
 - Fire Department - \$0
 - Code Compliance - \$0
- Future capital improvements necessary for Granbury Road
- Very slight negative result to the General Fund



17

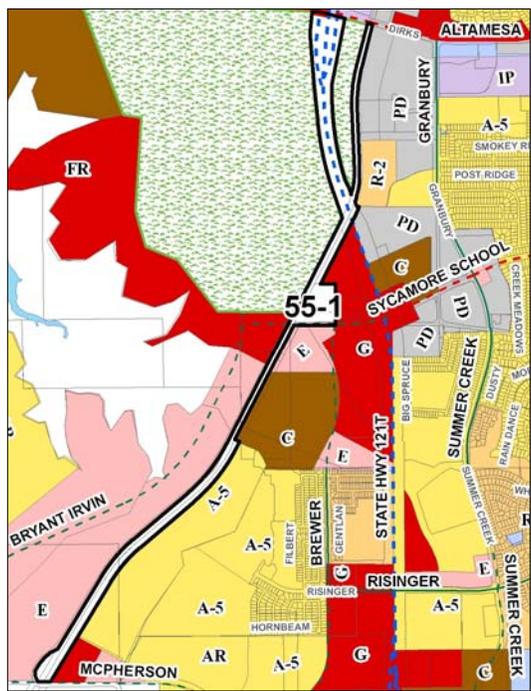
What future land use is designated in the 2013 Comprehensive Plan



18

What is the surrounding zoning?

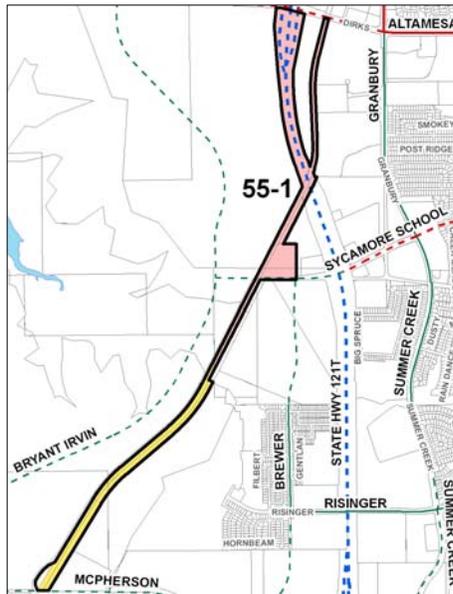
- A-5: One-Family
- R2: Zero-Lot Line/Townhouse
- C: Medium Density Multifamily
- E: Neighborhood Commercial
- FR, G: Commercial
- PD: Planned Development
- Agricultural Development Agreement



19

What zoning is proposed for AX-13-003?

- A-5: One-Family
- E: Neighborhood Commercial



Rezoning area consists of a total of 11 parcels.

20

What is the proposed annexation and zoning schedule for area 55-1?

<u>Date</u>	<u>Action</u>
Mar. 29, 2013	Notification letters mailed to property owners.
May 7	City Council adopts annexation timetable ; approves M&C to initiate zoning .
June 4	City Council conducts first public hearing .
June 11	City Council conducts second public hearing .
June 12	Zoning Commission recommends zoning .
July 9	City Council considers and institutes approval of annexation .
July 16	City Council approves zoning .

CITY OF FORT WORTH, TEXAS



COUNCIL PROPOSAL

Date: April 23, 2013	File Number: 293	Subject: Adopt Attached Ordinance Amending Section 24-17 "Alcoholic Beverages" of Chapter 24 of the City Code, "Parks and Community Services" to Allow the Sale, Possession, or Consumption of Alcohol at a Fundraising Event at Forest Park Swimming Pool on May 23, 2013
Proposed By: Joel Burns, Council District 9	City Manager's Review:	Page: PAGE 1 OF 1
	City Attorney's Review:	

It is proposed that the City Council adopt the attached ordinance amending Sec. 24-17, "Alcoholic Beverages" of Chapter 24 of the City Code, "Parks and Community Services", to allow the sale, possession, or consumption of alcoholic beverages for a facility preview and fundraiser event at Forest Park Swimming Pool on Thursday May 23, 2013.

DISCUSSION:

Forest Park Swimming Pool has been closed since August 2010 and is scheduled to reopen to the public on Saturday May 25, 2013. As the result of a significant donation from a private foundation, in-kind donations from professional services agencies and construction companies and the allocation of capital projects reserve funds, major repairs to the swimming pool have been undertaken.

A fund raising event has been planned prior to the pool opening to the public on May 25th. The goal of the event is to raise funds for the city-wide aquatics learn-to-swim program. The event is also intended to serve as a catalyst for citizen involvement in raising additional funds to support the programs and operations at Forest Park Pool in the future. The limited serving of beer and wine is planned for the fundraiser to adult attendees who purchase an event ticket, a portion of which will represent a donation in support of the learn-to-swim program. Certified life guards and an off-duty police officer will be on duty during the event. The event will comply with the requirements of the Texas Alcoholic Beverage Commission.

Section 24-17 of Chapter 24 of the City Code prohibits the sale, possession, or consumption of alcoholic beverages within the fenced areas surrounding any swimming pool, wading pool or spray pool within any park in the City. Approval of the attached ordinance amending Section 24-17 will authorize the sale, possession, or consumption of beer and wine for this one-time event.

LEGALITY:

The City Attorney's Office finds that this proposal is legal and that it is within the authority of the City Council.

FISCAL NOTE:

The Chief Financial Officer certifies that the approval of this Council Proposal will not require the appropriation of additional funds at this time.

CITY MANAGER'S COMMENT:

The City Manager has no objection to the amendment of the City Code as proposed.

PROPOSED BY:

Joel Burns, Council Member

Sal Espino, Council Member

- LEGALITY
- FISCAL NOTE
- CITY MANAGER'S COMMENTS
- CITY POLICIES MANUAL

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF FORT WORTH, TEXAS (1986), CHAPTER 24, "PARKS AND COMMUNITY SERVICES," ARTICLE I, "IN GENERAL," SECTION 24-17, "ALCOHOLIC BEVERAGES-PROHIBITED IN BALL FIELDS," TO ALLOW THE SALE, POSSESSION, OR CONSUMPTION OF ALCOHOLIC BEVERAGES FOR A CITY FACILITY PREVIEW AND FUNDRAISER EVENT AT FOREST PARK SWIMMING POOL ON THURSDAY, MAY 23, 2013; MAKING THIS ORDINANCE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 24, 2003, the City Council adopted Ordinance No. 15599, amending the Code of the City of Fort Worth, Texas (1986), to add Section 24-17 to Chapter 24 of the City Code, which concerns the regulation of alcoholic beverages on park property;

WHEREAS, Section 24-17 of Chapter 24 of the City Code prohibits a person from knowingly or willfully selling, possessing with the intent to sell, or consuming any alcoholic beverage within the fenced enclosed areas surrounding any swimming pool, wading pool, or spray pool within any park of the City;

WHEREAS, Forest Park Swimming Pool has been closed since 2010 and is scheduled to reopen to the public on Saturday, May 25, 2013;

WHEREAS, the City anticipates holding a facility preview and fundraising event on May 23, 2013, ("Event") in honor of the reopening of Forest Park Swimming Pool;

WHEREAS, the purpose of the Event is to raise funds for the city-wide aquatics learn-to-swim program and to encourage continued citizen involvement for the long-term support of the programs and operations at Forest Park Swimming Pool;

WHEREAS, the limited serving of alcoholic beverages is planned for the Event within fenced enclosed areas surrounding Forest Park Swimming Pool; and

WHEREAS, the City Council desires to amend Section 24-17 of Chapter 24 of the City Code to allow the sale, possession, or consumption of alcohol for the Event at Forest Park Swimming Pool on May 23, 2013.

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

SECTION 1.

Section 24-17, "ALCOHOLIC BEVERAGES-PROHIBITED IN BALL FIELDS" of Article I, "IN GENERAL" to Chapter 24, "PARKS AND COMMUNITY SERVICES," of the Code of the City of Fort Worth, Texas (1986), as amended, is hereby further amended by adding subsection (a-1) to read as follows:

Sec. 24-17. Alcoholic Beverages-Prohibited in Ball Fields

(a-1) Subsection (a)(1) shall not apply to the sale, possession, or consumption of alcoholic beverages for a City facility preview and fundraiser event at Forest Park Swimming Pool on Thursday, May 23, 2013.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Fort Worth, Texas (1986), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, paragraph, sentence, clause or phrase shall be declared to be unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

All right and remedies of the City of Fort Worth, Texas are expressly saved as to any and all violations of the Code of the City of Fort Worth, or any other ordinances of the City, that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5.

That all ordinances for which provisions have heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

SECTION 6.

This ordinance shall take effect upon adoption.

APPROVED AS TO FORM AND LEGALITY:

Assistant City Attorney

ADOPTED AND EFFECTIVE: _____

A Resolution

NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT WORTH,
TEXAS CANCELING THE REGULARLY SCHEDULED CITY COUNCIL
MEETING ON TUESDAY, JUNE 11, 2013.**

WHEREAS, Chapter III, Section 5 of the Fort Worth City Charter permits the City Council to meet at such time and place as may be prescribed by ordinance or resolution, but requires that not less than 44 regular and special meetings shall be held each calendar year; and

WHEREAS, in accordance with Section 3.1 of the City Council Rules of Procedures originally adopted by the City Council on January 8, 1960 and last amended by Resolution Number 3978-03-2011, the City Council of the City of Fort Worth, Texas, regularly meets on Tuesday of each week at 10:00 a.m. except for the first and second Tuesdays of the month, which are scheduled for 7:00 p.m.; and

WHEREAS, the City Council of the City of Fort Worth desires to cancel the regularly scheduled meeting date of the City Council meeting on Tuesday, June 11, 2013, at 7:00 p.m.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS, THAT:

1. The City Council meeting of Tuesday, June 11, 2013, at 7:00 p.m. is hereby canceled.

ADOPTED this 23rd day of April, 2013.

ATTEST:

Mary J. Kayser, City Secretary



No Documents for this Section

City of Fort Worth, Texas
Mayor and Council Communication

DATE: Tuesday, April 23, 2013

LOG NAME:

REFERENCE NO.: **OCS-1885

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 17, 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 23, 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
Howardine Foster	4/11/2013	3/16/2013	FWCC Parking Garage	Bodily Injury	Stumbled & fell off unmarked step.	Public Events	No	Yes
ATMOS energy	4/11/2013	3/27/2013	1032 E Ramsey Ave.	Property Damage	City crew damaged gas line.	Water	Yes	No
Juniper Properties	4/11/2013	2/22/2013	2836 Stanley Ave.	Reimbursement	Sewer backup due to missed connection.	Water	Yes	No
Gerald & Clarissa Hunt	4/12/2013	3/20/2013	1100 Block of Marine Creek Pkwy	Auto Damage	Vehicle struck pothole.	TPW	Yes	No
Cheryl Johnson	4/12/2013	3/9/2013	Main and 3rd	Auto Damage	Officer struck citizen vehicle.	Police	Yes	No
Craig Hons	4/12/2013	3/24/2013	8605 Iron Gate Court	Reimbursement	Plumbing charges due to sewer backup.	Water	Yes	No
Sheila Guidry	4/15/2013	3/14/2013	3916 Diamond Ridge Dr.	Property Damage	City crew damaged sprinkler system.	Water	Yes	No

CLAIMANT	DATE RECEIVED	DATE OF INCIDENT	LOCATION	INCIDENT TYPE	ALLEGATION	DEPT	ESTIMATE	INJURY
Alesa McMillian	4/15/2013	4/13/2013	4665 Cool Ridge Ct.	Property Damage	Police kicked in door.	Police	No	No
David Alabed	4/12/2013	3/27/2013	8717 Devonshire Dr.	Reimbursement	City crew damaged sprinkler line.	Water	No	No
Bryan Allen	4/16/2013	3/16/2013	E. Berry at I-35W	Auto Damage	Police Officer struck vehicle.	Police	Yes	No
Shannon Detjen	4/16/2013	5/26/2009	7409 Garza Avenue	Property Damage	Driveway damaged by repeated storm flooding.	TPW	Yes	No
Patrick and Jennifer Hines	4/16/2013	4/1/2013	Cromwell Marine Creek Rd.	Auto Damage	Vehicle struck stormdrain cover.	TPW	No	No

PUBLIC HEARING:

SECOND 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 23, 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.

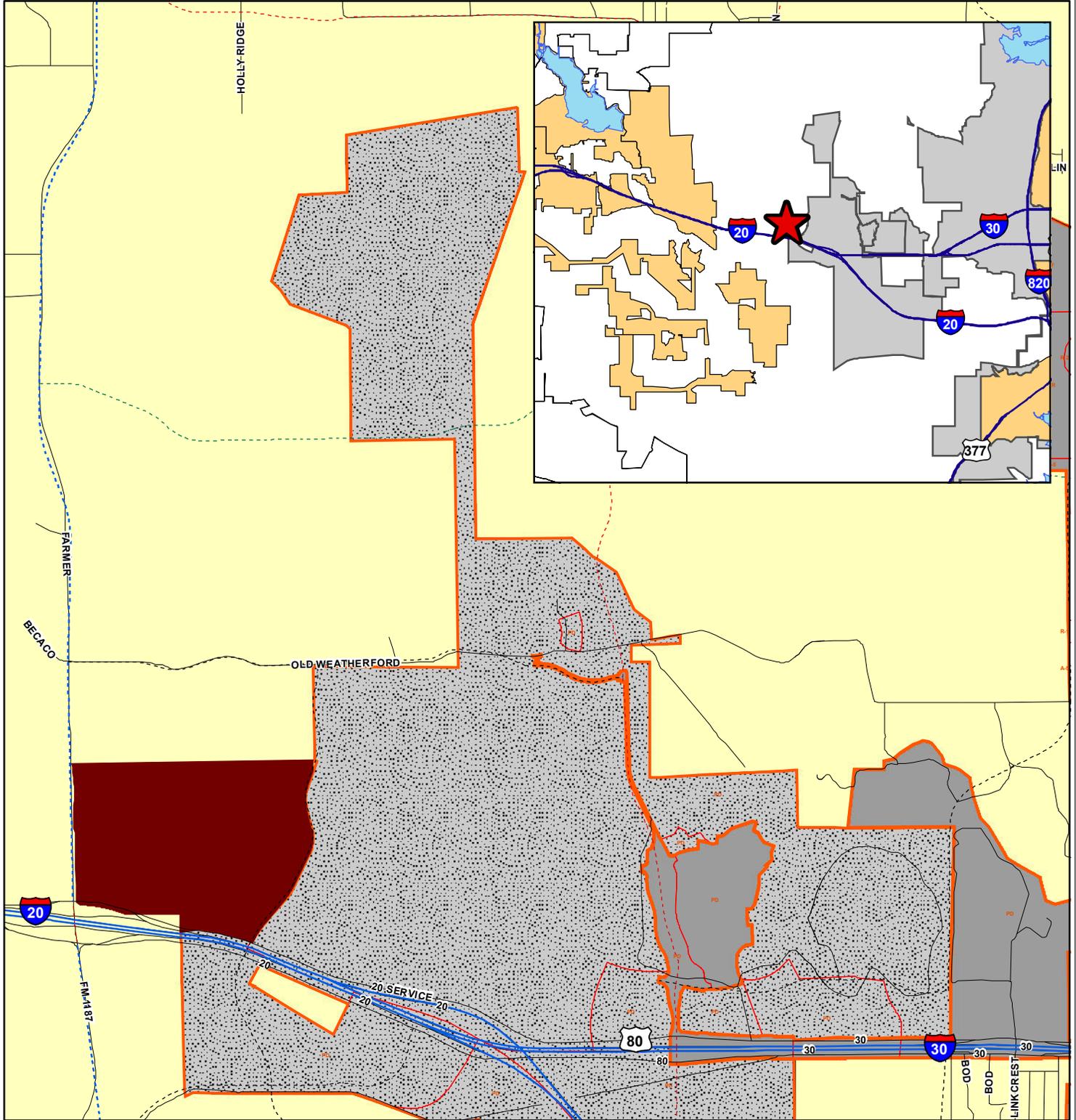
The purpose of tonight's public hearing is to collect public comments on the regulatory plan for the limited purpose annexation of property known as the Westside Property in the Economic Development Agreement C-28585. The regulatory plan approved with the original Walsh Ranch limited-purpose annexation 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

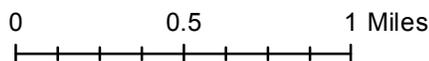
Exhibit A



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.

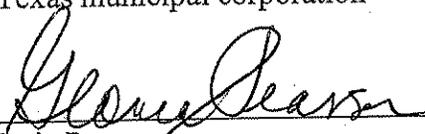
(w) **No Third Party Beneficiary.** This Agreement is solely for the benefit of Owner and City, and neither Owner nor City intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise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

Executed as of the day and year first above written.

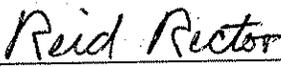
CITY:

CITY OF FORT WORTH

ATTEST
a Texas municipal corporation



Gloria Pearson
City Secretary

By: 

Reid Rector, Assistant City Manager

APPROVED AS TO FORM AND
LEGALITY

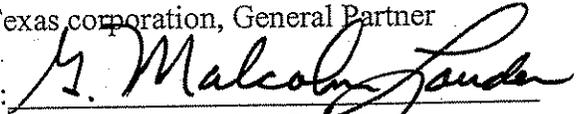


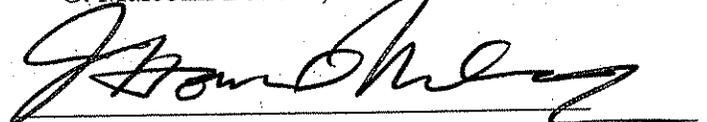
Deputy City Attorney

OWNER:

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

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

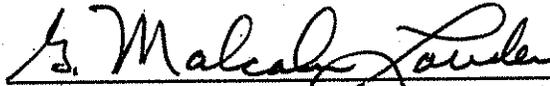
By: 
G. Malcolm Louden, President


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, 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, 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

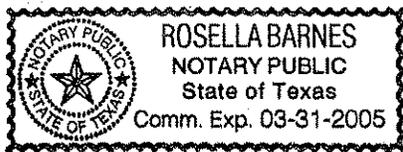
- A: Description of the 7,207-acre tract
- B: Description of the 379-acre tract (Westside Property)
- C: Concept Plan
- D: City Sewer Plan
- E: City Water Plan
- F: 1983 Agreement
- G: Form of Donation Deed

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.



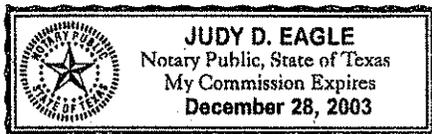
Rosella Barnes
Notary Public in and for the State of
My commission expires: 03-31-05

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.



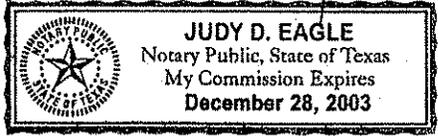
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

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.



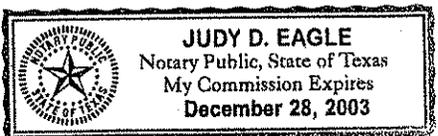
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

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.



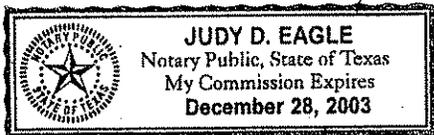
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

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.



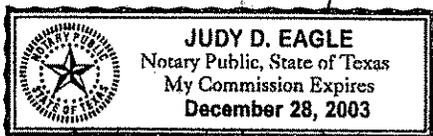
Judy D. Eagle
Notary Public in and for the State of
My commission expires: 12-28-03

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

No Documents for this Section

No Documents for this Section