

STATE OF TEXAS §

COUNTY OF TARRANT §

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS

**APPROVAL OF PETITION AND
VERIFICATION OF SIGNATORY AUTHORITY**

Full Legal Name of Hotel: 714 Main Real Estate Holdings LLC
Address of Hotel: 714 Main St
TAD Listing of Hotel Owner: 00005517
TAD Listing of Hotel Owner Address: 40 S. Main St # 2200 Memphis TN 38103

I, the undersigned, am a duly authorized executive of the Company identified above, which is a record owner of real property that would be liable for assessment under the existing City of Fort Worth Tourism Public Improvement District ("TPID").

By executing this **Approval of Petition and Verification of Signatory Authority** requesting inclusion within the existing TPID, I hereby represent on behalf of Company that I have read and understand the Original Petition Requesting Establishment of the TPID, Resolution No. 4837-08-2017 Authorizing the Establishment of the TPID, and the updated Service and Assessment Plan adopted by the City Council (Mayor and Council Communication BH- 396), all of which constitute the TPID Petition. I also represent that I have the authority to legally bind Company and to execute this approval on Company's behalf. I affirm that such binding authority has been granted by Company.

By virtue of the same (singular) signature below, I do request on behalf of Company that the City Council of the City of Fort Worth, Texas include the above noted hotel within the existing TPID under the Public Improvement District Assessment Act, V.T.C.A. Local Government Code, Chapter 372 (the "Act"), so that the powers granted under the Act may be exercised by the City of Fort Worth.

Name: Gary Prosterman
Please print name of Hotel Signatory to Petition

Gary Prosterman
Signature of Authorized Representative of Hotel Ownership Group

Authorized Person
Title of Signatory (May be Hotel GM if GM is authorized to sign on behalf of Ownership Group)

714 Main Real Estate Holdings LLC
Name of Entity Employing Above Signatory (e.g.; name of hotel ownership group, hotel, or management company, etc.)

Date: 7/6/20

Note: The Company further represents, affirms, and certifies that, with respect to the expansion of the TPID, the City is fully entitled to rely on the warranty and representation set forth in this form unless and until the City receives written notice from the Company of a change. The Company acknowledges that it is solely responsible for ensuring that the City is provided with an updated form within ten (10) business days of any change to the signatory authority.

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APPROVAL OF PETITION AND VERIFICATION OF SIGNATORY AUTHORITY

Full Legal Name of Hotel: AC Hotel Fort Worth Downtown
 Address of Hotel: 101 West 5th Street Fort Worth, TX 76102
 TAD Listing of Hotel Owner: JS FW Hotel, LLC
 TAD Listing of Hotel Owner Address: 4870 Alpha Road
Dallas, TX 75244

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Name: JOSEPH BREWSTER
Please print name of Hotel Signatory to Petition


Signature of Authorized Representative of Hotel Ownership Group

VP of Asset Management
Title of Signatory (May be Hotel GM if GM is authorized to sign on behalf of Ownership Group)

JACKSON SHAW
Name of Entity Employing Above Signatory (e.g.; name of hotel ownership group, hotel, or management company, etc.)

Date: 5-14-20

Note: The Company further represents, affirms, and certifies that, with respect to the expansion of the TPID, the City is fully entitled to rely on the warranty and representation set forth in this form unless and until the City receives written notice from the Company of a change. The Company acknowledges that it is solely responsible for ensuring that the City is provided with an updated form within ten (10) business days of any change to the signatory authority.

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TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS

**APPROVAL OF PETITION AND
VERIFICATION OF SIGNATORY AUTHORITY**

Full Legal Name of Hotel: MOON Hotel Alliance, LTD

Address of Hotel: 3201 Alliance town center, FORT WORTH TX 76177

TAD Listing of Hotel Owner: MOON Hotel Alliance, LTD

TAD Listing of Hotel Owner Address: 2605 LBJ Freeway, Ste A, Dallas TX 75234

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Name: ERIN Atamillo
Please print name of Hotel Signatory to Petition

Erin Atamillo
Signature of Authorized Representative of Hotel Ownership Group

general manager
Title of Signatory (May be Hotel GM if GM is authorized to sign on behalf of Ownership Group)

Select Hotels group, LLC
Name of Entity Employing Above Signatory (e.g.; name of hotel ownership group, hotel, or management company, etc.)

Date: 4/28/20

Note: The Company further represents, affirms, and certifies that, with respect to the expansion of the TPID, the City is fully entitled to rely on the warranty and representation set forth in this form unless and until the City receives written notice from the Company of a change. The Company acknowledges that it is solely responsible for ensuring that the City is provided with an updated form within ten (10) business days of any change to the signatory authority.

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TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS

APPROVAL OF PETITION AND VERIFICATION OF SIGNATORY AUTHORITY

Full Legal Name of Hotel: OGC Main Street, LP

Address of Hotel: 2315 N. Main Street, Fort Worth, TX 76164

TAD Listing of Hotel Owner: OGC Main Street, LP

TAD Listing of Hotel Owner Address: 2800 S. Texas Avenue, Ste. 401, Bryan, TX 77802

I, the undersigned, am a duly authorized executive of the Company identified above, which is a record owner of real property that would be liable for assessment under the existing City of Fort Worth Tourism Public Improvement District ("TPID").

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Name: R. Hunter Goodwin

Please print name of Hotel Signatory to Petition


Signature of Authorized Representative of Hotel Ownership Group

Title of Signatory (May be Hotel GM if GM is authorized to sign on behalf of Ownership Group)

Name of Entity Employing Above Signatory (e.g.; name of hotel ownership group, hotel, or management company, etc.)

Date: 05/08/2020

Note: The Company further represents, affirms, and certifies that, with respect to the expansion of the TPID, the City is fully entitled to rely on the warranty and representation set forth in this form unless and until the City receives written notice from the Company of a change. The Company acknowledges that it is solely responsible for ensuring that the City is provided with an updated form within ten (10) business days of any change to the signatory authority.

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TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS

APPROVAL OF PETITION AND VERIFICATION OF SIGNATORY AUTHORITY

Full Legal Name of Hotel: Hyatt Place Fort Worth-TCU
 Address of Hotel: 3029 Sandage Ave. Fort Worth, TX 76109
 TAD Listing of Hotel Owner: Campus Hotel Ventures LP
 TAD Listing of Hotel Owner Address: 11020 Tibbs St. Dallas, TX 75230

I, the undersigned, am a duly authorized executive of the Company identified above, which is a record owner of real property that would be liable for assessment under the existing City of Fort Worth Tourism Public Improvement District ("TPID").

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Name: Jean Hungerford
Please print name of Hotel Signatory to Petition

J Hungerford Tarrant Hotel Management Co LLC as Agent for Campus Hotel Ventures LP
Signature of Authorized Representative of Hotel Ownership Group

SVP
Title of Signatory (May be Hotel GM if GM is authorized to sign on behalf of Ownership Group)

Quorum Hotels
Name of Entity Employing Above Signatory (e.g.; name of hotel ownership group, hotel, or management company, etc.)

Date: 7/16/2020

Note: The Company further represents, affirms, and certifies that, with respect to the expansion of the TPID, the City is fully entitled to rely on the warranty and representation set forth in this form unless and until the City receives written notice from the Company of a change. The Company acknowledges that it is solely responsible for ensuring that the City is provided with an updated form within ten (10) business days of any change to the signatory authority.

A Resolution

NO. 4837-08-2017

AUTHORIZING AND ESTABLISHING FORT WORTH PUBLIC IMPROVEMENT DISTRICT NO. 18 (TOURISM PID) AND TAKING CERTAIN OTHER ACTIONS CONCERNING THE DISTRICT

WHEREAS, the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code (“Act”) allows for the establishment of public improvement districts;

WHEREAS, a petition (“Petition”) was submitted to the City of Fort Worth, Texas (“City”), pursuant to the Act, requesting the establishment of a public improvement district on land within the City to be known as the Fort Worth Public Improvement District No. 18 (“Tourism PID”) and has been on file in the office of the City Secretary for public inspection;

WHEREAS, pursuant to Section 372.009 of the Act, the City provided notice and publication of a public hearing to be conducted on August 29, 2017 to consider the creation of the Tourism PID (“Public Hearing”), which notice and publication included the following: (i) time and place of the public hearing; (ii) general nature of the proposed improvements and services; (iii) estimated costs of the improvements and services; (iv) boundaries of the proposed Tourism PID; (v) proposed method of assessment; and (vi) proposed apportionment of cost between the Tourism PID and the City;

WHEREAS, notice of the Public Hearing was published on August 13, 2017 in the Fort Worth *Star-Telegram*, a newspaper of general circulation in the City, and was also mailed on August 11, 2017 to all record owners of property in the Tourism PID, and all persons desiring to be heard were given a full and fair opportunity to be heard at the Public Hearing;

WHEREAS, the City Council conducted and adjourned the Public Hearing to consider the creation of the Tourism PID; and

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

1. Recitals.

The findings set forth in the recitals of this Resolution are found to be true and correct.

2. Findings.

The City Council, after duly considering the evidence and testimony



FORT WORTH

presented at the Public Hearing and based on all information known by the City Council, hereby makes the following findings:

2.1 Petition. The Petition was filed with the City Secretary and complies with Section 372.005 of the Act and has been signed by record owners of taxable real property liable for assessment under the proposal who constitute: (a) 73.13% of the appraised value of taxable real property liable for assessment under the proposal set forth in the Petition, as determined by the current roll of the Tarrant Appraisal District, and (b) 62.96% of the area of all taxable real property that is liable for assessment under the proposal.

2.2 Advisability and Feasibility of the Improvements and Services Proposed for the Tourism PID. It is advisable to create the Tourism PID to provide the proposed improvements and services described in the Petition and this Resolution. The improvements and services will promote the interests of the City and confer a special benefit on the assessed properties within the Tourism PID. The Fort Worth Convention and Visitor's Bureau staff have done an analysis of the proposed tourism public improvement, its service plan and strategies, and have concluded that it provides a very effective means for significantly enhancing the ability of Fort Worth to promote its hotel, convention, and tourism activity. Based on this analysis, the City finds the proposed tourism public improvement district to be both advisable and feasible.

2.3 Nature of the Improvements and Services. The general nature of the proposed improvements and services to be provided in the Tourism PID include, without limitation, marketing, business recruitment, and promotional activities authorized by the Act for improvements and promotion of the Tourism PID, including, but not limited to, the provision of incentives by the Fort Worth Convention and Visitors Bureau to organizations to encourage them to bring large and city-wide events (including, without limitation, meetings, sporting, recreation, and cultural events) to Fort Worth and to fund additional marketing by the Fort Worth Convention and Visitors Bureau to increase hotel stays within the City.

2.4 Estimated Cost of the Improvements and Services. Over the ten (10) year period beginning on January 1, 2018 and ending on the expiration of the Tourism PID as provided in Section 3, the estimated total cost of the improvements and services provided by the Tourism PID will be \$57,036,809.00, which includes an estimated cost of \$3,469,985.00 for the 2017-2018 fiscal year, a 40% increase for the 2018-2019 fiscal year, and a year-over-year increase thereafter of five percent (5%) for the remaining eight-year term.

For the 2017-2018 fiscal year, the estimated cost of the above-referenced improvements and services, and estimated costs to implement such improvements and services is:



Incentives and Sales Efforts	\$1,474,744
Marketing (Promotion/Advertising)	\$1,214,495
Site Visits & Familiarization Tours	\$ 346,998
Event Funding Application Pool	\$ 260,249
Operations/Research/Administration	\$ 156,499
One-Time City Administrative Fee	\$17,000
Total	\$3,469,985

Such estimated costs are reasonable and appropriate. The estimated costs of improvements and services provided in the 2017-2018 fiscal year will be determined in a subsequent annual budget and service plan for the Tourism PID to be approved by the City Council on August 29, 2017, in accordance with Chapter 372 of the Act. Such costs will be paid from assessments levied in accordance with Chapter 372 of the Act. The ten-year service plan proposed for the Tourism PID is attached hereto as **“Exhibit A”** (“Service Plan”) and incorporated herein for all purposes. The Service Plan budget and assessment amount are subject to annual review and approval by the City Council.

2.5 Boundaries of the Tourism PID. The boundaries of the Tourism PID are noncontiguous areas authorized under Subchapter 372.0035 of the Act consisting solely of hotel properties with 100 or more rooms ordinarily used for sleeping within the City of Fort Worth as set forth in the attached **“Exhibit B”**, which is incorporated herein for all purposes. The Tourism PID’s boundaries may be expanded by the same procedure required by Chapter 372.012 of the Act for establishment of the Tourism PID.

2.6. Method of Assessment. The costs of the improvements and services will be funded from assessments levied on and collected from properties located in the Tourism PID that contain hotels of one hundred (100) or more guest rooms and that are subject to payment of City hotel occupancy taxes pursuant to Chapter 32, Article II of the City Code, as amended. The City will levy a special assessment against properties located within the boundaries of the Tourism PID (“Hotel Parcel”) in an amount equal to two percent (2%) of the consideration paid for occupancy of any sleeping room furnished by a hotel located on a Hotel Parcel (subject to any lawful exemption of the hotel occupancy tax under applicable state law and City ordinances), with such assessments to be collected in the same manner and in accordance with the same procedures as those established for collection of the City’s hotel occupancy tax, as set forth in Chapter 32, Article II of the City Code, as amended. The collection of assessments will be made at the same time hotel occupancy taxes are collected on and after January 1, 2018. The City Council hereby finds that the proposed method of assessment is reasonable and necessary. The Tourism PID shall not incur bonded indebtedness.

2.7. Apportionment of Costs Between the Tourism PID and the City, as a Whole. The apportionment of costs between the Tourism PID and the City, as a whole, is as follows:



(a) The entire cost of each improvement and service will be paid from assessments levied in accordance with Chapter 372 of the Act.

(b) No City funds will be used to pay any portion of the cost of any improvement or service, unless such funding is approved from the City Council or other appropriate municipal authority on a case-by-case basis.

3. Establishment of the PID; Term.

Based on the findings set forth above, the Tourism PID comprising the boundaries set forth in Section 2.5 above is authorized to be established and shall be known as Fort Worth Public Improvement District No. 18 (Tourism PID). The Tourism PID shall take effect on the date on which the City Council's authorization to establish the Tourism PID pursuant to and in accordance with this Resolution is published in a newspaper of general circulation in the City in accordance with Section 372.010(b) of the Act ("**PID Effective Date**") and shall expire on the earlier of (i) ten years from the PID Effective Date or September 30, 2027 (whichever is earlier); (ii) the effective date of a Resolution dissolving the Tourism PID adopted by the City Council following receipt of a petition requesting dissolution and the holding of a public hearing to consider such dissolution in accordance with Section 372.011 of the Act; or (iii) any other lawful method provided for dissolution of a public improvement district pursuant to the Act, as it may be amended. The Tourism PID shall be subject to all conditions, limitations, and reservations set forth in the findings in Section 2. All other provisions of this Resolution shall be effective from and after adoption of this Resolution.

4. Advisory Body.

The City Council hereby declines to appoint an advisory body for the Tourism PID pursuant to Section 372.008 of the Act. The City Council hereby reserves the right to assign responsibility for preparation of the ongoing service plan for the PID to another entity in the absence of such an advisory body, as authorized by Section 372.013(a) of the Act.

5. Publication.

The City Secretary is hereby directed to publish notice of the City Council's authorization to establish the PID once in a newspaper of general circulation in the City.

ADOPTED this 29th day of August 2017.

ATTEST:


Mary J. Kayser, City Secretary


FORT WORTH

EXHIBIT A Service Plan

Fort Worth Tourism Public Improvement District

Fiscal Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	10 - Year
TPID Collections	\$ 3,469,985	\$ 4,857,979	\$ 5,100,878	\$ 5,355,922	\$ 5,623,719	\$ 5,904,904	\$ 6,200,150	\$ 6,510,157	\$ 6,835,665	\$ 7,177,448	\$ 57,036,809
<u>Petition Categories</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Estimated</u>	<u>Total</u>
Incentives & Sales Efforts	\$ 1,474,744	\$ 2,064,641	\$ 2,167,873	\$ 2,276,267	\$ 2,390,080	\$ 2,509,584	\$ 2,635,064	\$ 2,766,817	\$ 2,905,158	\$ 3,050,416	\$ 24,240,644
Marketing (Promotion/Advertising)	\$ 1,214,495	\$ 1,700,293	\$ 1,785,307	\$ 1,874,573	\$ 1,963,301	\$ 2,066,717	\$ 2,170,052	\$ 2,278,555	\$ 2,392,483	\$ 2,512,107	\$ 19,962,883
Site Visits & Familiarization Tours	\$ 346,998	\$ 485,798	\$ 510,088	\$ 535,592	\$ 562,372	\$ 590,490	\$ 620,015	\$ 651,016	\$ 683,566	\$ 717,745	\$ 5,703,680
Event Funding Application Pool	\$ 260,249	\$ 364,348	\$ 382,566	\$ 401,694	\$ 421,779	\$ 442,868	\$ 465,011	\$ 488,262	\$ 512,675	\$ 538,309	\$ 4,277,761
Operations/Research/Administration	\$ 156,499	\$ 242,899	\$ 255,044	\$ 267,796	\$ 281,186	\$ 295,245	\$ 310,007	\$ 325,508	\$ 341,783	\$ 358,872	\$ 2,834,840
One Time City Administrative Fee	\$ 17,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000
	\$ 3,469,985	\$ 4,857,979	\$ 5,100,878	\$ 5,355,922	\$ 5,623,719	\$ 5,904,904	\$ 6,200,150	\$ 6,510,157	\$ 6,835,665	\$ 7,177,448	\$ 57,036,808

Note: Expenditures are limited to actual collections, which can not exceed the 2% fee on each occupied room as defined in the petition.

Note: Operations/Research/Administration reflects full year costs attributed to the creation of the district, Fiscal Year 2018. Collections assume an effective date of 01/01/2018

EXHIBIT B
Boundaries of the Tourism PID

Account Name	Address	City, State, Zip	RMS
Aloft Downtown Fort Worth	300 W. 3rd St.	Fort Worth, TX 76102	180
American Airlines Training and Conference Center	4200 American Blvd 76155	Fort Worth, TX 76155	299
Autograph Collection Downtown Fort Worth	512 Main St.	Fort Worth, TX 76102	165
Budget Suites of America - Fossil Creek	3500 NE Loop 820	Fort Worth, TX 76137	366
Candlewood Suites - DFW South	4200 Reggis Drive	Fort Worth, TX 76155	174
Courtyard by Marriott - Alliance	3001 Amador Dr.	Fort Worth, TX 76177	127
Courtyard by Marriott - Blackstone	601 Main Street	Fort Worth, TX 76102	203
Courtyard by Marriott - Fossil Creek	3751 NE Loop 820	Fort Worth, TX 76137	154
Courtyard by Marriott - Stockyards	2537 Main St.	Fort Worth, TX 76164	124
Courtyard by Marriott - University Drive	3150 Riverfront	Fort Worth, TX 76107	130
Courtyard by Marriott - West at Cityview	6400 Overton Ridge Boulevard	Fort Worth, TX 76132	104
Crossland Economy Studios - Fossil Creek	3804 Tanacross	Fort Worth, TX 76137	124
Dalworth Inn	812 E. Felix Street	Fort Worth, TX 76115	120
DFW Airport Marriott South	4151 Centreport Boulevard	Fort Worth, TX 76155	295
DFW Marriott Hotel and Golf Club at Champions Circle	3300 Championship Pkwy	Fort Worth, TX 76177	286
Embassy Suites Hotel - Downtown Fort Worth	600 Commerce Street	Fort Worth, TX 76102	156
Extended Stay America - City View	5831 Overton Ridge Blvd	Fort Worth, TX 76132	104
Fairfield Inn & Suites Downtown	1010 Houston	Fort Worth, TX 76102	110



Fairfield Inn & Suites Fossil Creek	3701 NE Loop 820	Fort Worth, TX 76137	106
Hampton Inn and Suites - West/I-30	2700 Green Oaks	Fort Worth, TX 76177	105
Hampton Inn and Suites - DFW South	4201 Reggis Court	Fort Worth, TX 76155	116
Hampton Inn and Suites Downtown Fort Worth	210 E. 9th Street	Fort Worth, TX 76102	245
Hawthorn Suites - University	1701 South University Drive	Fort Worth, TX 76107	120
Hilton Fort Worth	815 Main Street	Fort Worth, TX 76102	294
Hilton Garden Inn - Fort Worth Alliance Airport	2600 Westport Parkway	Fort Worth, TX 76177	127
Hilton Garden Inn - Medical Center	912 Northton Street	Fort Worth, TX 76104	157
Holiday Inn - DFW Airport South	14320 Centre Station Road	Fort Worth, TX 76155	143
Holiday Inn Express - Downtown	1111 W Lancaster	Fort Worth, TX 76102	132
Holiday Inn North - Fossil Creek	4635 Gemini Place	Fort Worth, TX 76106	126
Homewood Suites - Fossil Creek	3701 Tanacross	Fort Worth, TX 76137	137
Homewood Suites - Medical Center	2200 Charlie Lane	Fort Worth, TX 76104	157
Hyatt Place – Cityview	5900 Cityview Street	Fort Worth, TX 76132	127
Hyatt Place – Stockyards	132 E Exchange	Fort Worth, TX 76164	100
La Quinta Inn and Suites - Fort Worth North	4700 North Street	Fort Worth, TX 76137	133
La Quinta Inn and Suites - Southwest	4900 Bryant Irvin	Fort Worth, TX 76132	128
Omni Fort Worth Hotel	1300 Houston	Fort Worth, TX 76102	614
Quality Inn and Suites - Cattle Baron	2700 S Cherry Lane	Fort Worth, TX 76116	109
Radisson - Fort Worth South Hotel	100 Alta Mesa East	Fort Worth, TX 76134	247
Radisson Hotel - Fort Worth Fossil Creek	2540 Meacham Street	Fort Worth, TX 76106	247



Residence Inn - Alliance Airport	13400 North Freeway	Fort Worth, TX 76177	111
Residence Inn - Cultural District	2500 Museum Way	Fort Worth, TX 76107	150
Residence Inn - Fossil Creek	5801 Sandshell Drive	Fort Worth, TX 76137	114
Sheraton Fort Worth Hotel and Spa	1701 Commerce Street	Fort Worth, TX 76102	429
SpringHill Suites by Marriott - University	3250 Lovell Street	Fort Worth, TX 76107	145
Stay Express Hotel Fort Worth	2000 Beach Street	Fort Worth, TX 76111	168
TownePlace Suites Downtown	805 E Belknap	Fort Worth, TX 76102	140
TownePlace Suites University	W. Vickery & Trinity Street	Fort Worth, TX 76107	128
WoodSpring Suites Fort Worth	3501 NE Loop 820	Fort Worth, TX 76137	121
Worthington Renaissance Hotel	200 Main Street	Fort Worth, TX 76102	504



Zone	PFZ	Account Name	TAD Acct #	RMS	Opening Date	Property Value	Surface Area (SqFt)	Comments	Petitions Received	Property Value	Surface Area
A	*	Aloft Downtown Fort Worth		180	Q2 2018	95,420,169	304,280		✓	95,420,169	304,280
D		American Airlines Training and Conference Center	00036420	299		28,487,210	1,408,338		✓	28,487,210	1,408,338
A	*	Autograph Collection Downtown Fort Worth	00004502	165	Q1 2019	6,548,000	7,500		✓	6,548,000	7,500
C		Budget Suites of America - Fossil Creek	07408749	366		10,889,313	303,514				
D		Candlewood Suites - DFW South	41170903	174		4,500,000	186,480				
C		Courtyard by Marriott - Alliance	42040025	127		11,000,000	173,510		✓	11,000,000	173,510
A	*	Courtyard by Marriott - Blackstone	04659287	203		1,000,000	10,000		✓	1,000,000	10,000
C		Courtyard by Marriott - Fossil Creek	06887201	154		6,850,000	149,541		✓	6,850,000	149,541
C*	*	Courtyard by Marriott - Stockyards	41720091	124		9,147,950	96,268		✓	9,147,950	96,268
B	*	Courtyard by Marriott - University Drive	06287158	130		11,070,000	173,218		✓	11,070,000	173,218
B		Courtyard by Marriott - West at Cityview	41331567	104		7,358,443	131,203		✓	7,358,443	131,203
C		Crossland Economy Studios - Fossil Creek	07125100	124		2,737,207	100,188				
E		Dalworth Inn	02865254	120		788,392	125,556				
D		DFW Airport Marriott South	07323476	295		24,690,000	371,616				
C		DFW Marriott Hotel and Golf Club at Champions Circle	220283	286		23,257,972	624,650	Denton County	✓	23,257,972	624,650
A	*	Embassy Suites Hotel - Downtown Fort Worth	04659309	156		18,298,206	20,000		✓	18,298,206	20,000
E		Extended Stay America - City View	07245203	104		3,322,231	136,037				
A	*	Fairfield Inn & Suites Downtown	42234695	110	Q4 2017	4,942,449	25,630		✓	4,942,449	25,630
C		Fairfield Inn & Suites Fossil Creek	06964702	106		5,826,247	87,275		✓	5,826,247	87,275
B		Hampton Inn and Suites - West/I-30	07217021	105		6,435,000	90,767		✓	7,590,720	90,767
D		Hampton Inn and Suites - DFW South	41170962	116		8,851,219	124,669				
A	*	Hampton Inn and Suites Downtown Fort Worth	00005959	245	Q1 2018	13,776,232	40,000				
B		Hawthorn Suites - University	02464837	120		5,397,386	148,092		✓	5,397,386	148,092
A	*	Hilton Fort Worth	00005711	294		28,725,000	30,000		✓	28,725,000	30,000
C		Hilton Garden Inn - Fort Worth Alliance Airport	41483073	127		9,200,000	209,480				
B	*	Hilton Garden Inn - Medical Center	41540883	157		15,750,000	65,544				
D		Holiday Inn - DFW Airport South	41170911	143		9,700,000	130,288				
A	*	Holiday Inn Express - Downtown	41595408	132		11,958,464	41,054		✓	11,958,464	41,054
C		Holiday Inn North - Fossil Creek	41184475	126		9,403,532	108,900				
C		Homewood Suites - Fossil Creek	07039778	137		4,000,000	145,708				
B	*	Homewood Suites - Medical Center	41595378	157		10,890,000	62,061				
E		Hyatt Place - Cityview	07031963	127		9,261,753	118,253		✓	9,261,753	118,253
C*	*	Hyatt Place - Stockyards	40617823	100		10,871,000	147,843		✓	10,871,000	147,843
C		La Quinta Inn and Suites - Fort Worth North	06890687	133		5,256,188	107,653		✓	5,256,188	107,653
E		La Quinta Inn and Suites - Southwest	02424452	128		7,100,000	314,864		✓	7,100,000	314,864
A	*	Omni Fort Worth Hotel	41389360	614		82,230,000	184,000		✓	82,230,000	184,000
C		Quality Inn and Suites - Cattle Baron	06151973	109		2,560,000	92,347				
E		Radisson - Fort Worth South Hotel	04977203	247		6,119,033	304,920		✓	6,119,033	304,920
C		Radisson Hotel - Fort Worth Fossil Creek	04901398	247		7,100,000	272,362		✓	7,100,000	272,362
C		Residence Inn - Alliance Airport	07120826	111		6,235,000	108,900				
B	*	Residence Inn - Cultural District	40739449	150		15,165,000	103,280				
C		Residence Inn - Fossil Creek	06839703	114		7,700,000	126,686				
A	*	Sheraton Fort Worth Hotel and Spa	00685755	429		28,763,547	91,563		✓	28,763,547	91,563
B	*	SpringHill Suites by Marriott - University	07929463	145		9,285,000	103,337		✓	9,285,000	103,337
B	*	Stay Express Hotel Fort Worth	06703550	168		2,500,000	228,298				
A	*	TownePlace Suites Downtown	41475933	140		9,870,000	86,554				
B	*	TownePlace Suites University	42126752	128	Q4 2017	2,016,000	80,640		✓	2,016,000	80,640
C		WoodSpring Suites Fort Worth	07408749	121		10,889,313	303,514				
A	*	Worthington Renaissance Hotel	07355998	504		45,116,250	123,375		✓	45,116,250	123,375
						678,258,706	8,529,756	49	28	495,996,987	5,370,136
	*	Inside PFZ Zone						% of TOTAL	57.14%	73.13%	62.96%

City of Fort Worth, Texas
Mayor and Council Communication

COUNCIL ACTION: Approved on 8/29/2017 - Resolution No. 4837-08-2017

DATE: Tuesday, August 29, 2017

REFERENCE NO.: BH-366

LOG NAME: 25PID18ESTABLISHTOURISMPID

SUBJECT:

Conduct Public Benefit Hearing to Declare the Sufficiency of a Petition Requesting Establishment of Fort Worth Public Improvement District No. 18 (Tourism PID) and Adopt a Resolution Authorizing and Establishing the Tourism PID (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a public benefit hearing concerning the sufficiency of a petition requesting establishment of Fort Worth Public Improvement District No. 18 (Tourism PID) and the establishment of the Tourism PID;
2. Find that the petition requesting establishment of the Tourism PID meets the requirements necessary to designate the proposed area as a Public Improvement District pursuant to Chapter 372 of the Texas Local Government Code;
3. Adopt the attached Resolution: (i) making certain findings concerning the nature and advisability of special improvements and services to be provided for the benefit of properties in the Tourism PID, the estimated costs of such improvements and services, the method of assessment, the boundaries of the Tourism PID and the apportionment of cost between the Tourism PID and the City, as a whole and (ii) authorizing and establishing the Tourism PID; and
4. Direct the City Secretary to publish notice of the establishment of the Tourism PID as required by Chapter 372 of the Texas Local Government Code.

DISCUSSION:

Chapter 372 of the Texas Local Government Code (Act) allows certain hotel property owners to petition the City for the establishment of a public improvement district that confers a special benefit on non-contiguous properties comprised solely of hotels with 100 rooms or more within the City.

A petition requesting establishment of Fort Worth Public Improvement District No. 18 (Tourism PID) has been filed with the City Secretary. The petition complies with Section 372.005 of the Act and, as of August 29, 2017, has been signed by record owners of taxable real property liable for assessment under the proposal who constitute: (a) 73.13% of the appraised value of taxable real property liable for assessment under the proposal set forth in the petition, as determined by the current roll of the Tarrant Appraisal District and (b) 62.96% of the area of all taxable real property that is liable for assessment under the proposal (see Attachment 1). City staff has verified and confirmed all petition signatures.

The goals of the proposed Tourism PID focus on increasing the economic impact and enhancing competitiveness in conventions, meetings, leisure and sports tourism and increasing tourism-related economic activity at all times, including during economic downturns and as inventory grows. The

proposed Tourism PID projects include incentives and sales efforts, convention and sports marketing and promotion, site visits and familiarization tours, community arts grants, convention services, event funding application, operations, research, and administration, all of which benefit the hotels within the Tourism PID.

The proposed boundaries include noncontiguous areas authorized under the Act consisting only of hotel properties with 100 or more rooms ordinarily used for sleeping within the City. The proposed assessment rate would be two percent of the consideration paid for occupancy of any sleeping room furnished by a hotel located within the Tourism PID, with such assessment to be collected in the same manner as in accordance with the same procedures as those established for collection of the City's Hotel Occupancy Tax, as set forth in Chapter 32, Article II of the City Code, as amended. The entire costs of each improvement and service will be paid from the above-stated assessments and no City funds will be used to pay any portion of such costs, unless such funding is approved by the City Council on a case-by-case basis.

The total estimated costs for the proposed services and improvements for the life of the Tourism PID (approximately 10 years) will be \$57,036,809, which includes an estimated cost of \$3,469,985.00 for the 2017-2018 fiscal year, a 40% increase for the 2018-2019 fiscal year and a year-over-year increase of five percent (5 percent) for the remaining eight-year term. Assessments will begin on January 1, 2018.

The City intends to enter into a management Agreement with a to-be-named non-profit corporation associated with the Fort Worth Convention and Visitors Bureau (Fort Worth Tourism Public Improvement District Corporation) to manage the day-to-day affairs of the Tourism PID, which contract will be addressed in a separate, but related, M&C authorizing the assessment.

Staff recommends that the City Council find that these improvements and services are advisable because they will promote the interests of the City and confer a special benefit on the assessed properties within the Tourism PID.

Upon the close of the public hearing, staff recommends that the City Council declare the petition to create the Tourism PID to be sufficient and adopt the attached Resolution making findings concerning the following and establishing the Tourism PID:

- The advisability of establishing the proposed Tourism PID;
- The general nature of the proposed improvements and services;
- The estimated costs of the proposed improvements and services;
- The boundaries of the Tourism PID;
- The proposed method of assessment; and
- The apportionment of costs between the Tourism PID and the City, as whole.

Upon adoption of the Resolution, the Tourism PID will become effective on the date that City Council's authorization to establish the Tourism PID has been published in a newspaper of general circulation and will remain in effect until the earlier of 10 years from the effective date of the Tourism PID or September 30, 2027.

The proposed Tourism PID encompasses ALL COUNCIL DISTRICTS.

This M&C does not request approval of a contract with a business entity.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that approval of the above recommendations will establish the City's 18th Public Improvement District.

FUND IDENTIFIERS (FIDs):

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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CERTIFICATIONS:

Submitted for City Manager's Office by:

Susan Alanis (8180)

Originating Department Head:

Kirk Slaughter (2501)

Additional Information Contact:

Kirk Slaughter (2501)

**Petition Requesting the Establishment of the
FORT WORTH
TOURISM PUBLIC IMPROVEMENT DISTRICT**

**PETITION REQUESTING THE ESTABLISHMENT OF THE
FORT WORTH TOURISM PUBLIC IMPROVEMENT DISTRICT**

ARTICLE I – REQUEST TO ESTABLISH DISTRICT

1. This petition (the “Petition”) is submitted to the City of Fort Worth, Texas (the “City”) by the Property Owners listed on and signing Exhibit A (the “Petitioner”) requesting the establishment of a public improvement District (the “District”) that would be known as The Fort Worth Tourism Public Improvement District.
2. This Petition is submitted under the authority of Chapter 372 of the Texas Local Government Code (the “Code”) and pursuant to the “Policy Statement – Public Improvement Districts – City of Fort Worth” adopted February 3, 2009 by the City Council of the City, as amended.
3. This Petition is submitted with the understanding that the City and the Petitioner will mutually agree upon the form and content of the resolution establishing the District. If the City and the Petitioner are unable to agree upon the form and content of the resolution, or if the City Council does not adopt the resolution as agreed, the Petitioner shall be deemed to have withdrawn this Petition prior to any action having been taken by the City Council to establish the District. Under no circumstances shall the City Council have the authority to establish the District unless the form and content of the resolution have been approved by the Petitioner. The Petitioner further reserves the right to withdraw this petition at any time and for any reason by giving written notice of withdraw (including notice by FAX, e-mail or hand delivery) to the City Secretary of the City at any time before the City Council votes to establish the District (regardless of whether the City Council may have opened a public hearing to consider the advisability of establishing the District).
4. The establishment of the District pursuant to this Petition will promote the interests of the City, will confer a special benefit on all property within the District, and will promote the interest of the City, the District and all property within the District.

ARTICLE II – LEGAL SUFFICIENCY OF THE PETITION

This petition is legally sufficient under the Code to establish the District because it has been signed: (1) by the record owners of taxable real property representing xx.xx% of the appraised value of taxable real property liable for assessment under this petition, as determined by the current roll of the Tarrant Appraisal District; and (2) by the record owners of taxable real property liable for assessment under this Petition who own taxable property that constitutes xx.xx% of the area of all taxable real property that is liable for assessment under this Petition, as determined by the current roll of the Tarrant Appraisal District. A copy of the current roll of the Tarrant County Appraisal District (with original signatures of each property shown next to each

parcel within the boundaries of the proposed District that is liable for assessment) is provided as Exhibit A.

ARTICLE III – GENERAL NATURE OF PROPOSED DISTRICT SERVICES

The purpose of the District is to enhance services, undertake certain improvements, in particular, special supplemental services relating to District marketing, business recruitment, and promotional activities authorized by the Act for improvement and promotion of the district, including the provision of incentives by the to-be-formed Fort Worth Tourism Public Improvement District Corporation (the “FWTPIDC”) through the Fort Worth Convention and Visitors Bureau (the “FWCVB”) to organizations to encourage them to bring their large and city wide meetings to Fort Worth and to fund marketing by the to-be-formed FWTPIDC through the FWCVB to increase hotel stays within the City, including but not limited to the services set forth on Exhibit “B”. In addition to the services set forth in Exhibit “B” the Petitioner requests that the District be authorized to engage in any activity permitted under the Code, subject to annual approval by the City Council. The FWTPIDC will recommend each year, to both property owners within the District and to the City Council, an annual plan of service and budget setting forth in detail the services and other activities proposed for the District.

ARTICLE IV – ESTIMATED COST OF DISTRICT SERVICES

1. During a proposed ten (10) year period, the estimated annual cost of improvements and services provided by the District are estimated to range from ___ million to ___ million dollars (\$x,000,000 to \$x,000,000) annually; however, in no event shall the assessment rate exceed two percent of the price paid to hotels for a room in a hotel. The District shall not incur bonded indebtedness. See the attached preliminary ten (10) year budget for total estimated collections. The service plan budget and assessment rate are subject to annual review by the to-be-formed FWTPIDC and are subject to an annual public hearing and approval by the Fort Worth City Council.
2. An itemized estimate of the District’s budget for the first ten years together with a ten-year service plan summary for the District are set forth in Exhibit “C”.
3. The Petitioner acknowledges and agrees that each annual plan of service and budget for the District, although prepared and recommended by the FWTPIDC, will be subject to approval by the City Council after a public hearing. The Petitioner acknowledges and agrees that each annual plan of service and budget will fully fund all costs incurred by the City in connection with the administration of the District, including but not limited to, the costs for personnel, data services, appraisals, notifications, and collection fees.
4. All funds of the District will be managed in accordance with accounting methods approved by the City.

**ARTICLE V – ANNUAL PLAN OF SERVICE AND BUDGET
REVIEW PROCESS**

Each year beginning xxxxxxx 1, 2017, the District’s Manager (FWTPIDC)—through the FWCVB—will prepare and recommend to the City Council an annual plan of service and budget and an updated ten-year plan of service and budget. Prior to presenting each annual plan and budget to the City Council, the FWTPIDC will conduct at least one annual public hearing open to all property owners within the District at which time the proposed plan and budget including any comments from the Board will be presented and property owners within the District will be given an opportunity for public comment. The City PID Administrator will give individual, written notice to each property owner not less than 15 days before the date of each public hearing, which notice will be accompanied by an outline of the proposed annual plan and budget, or revisions thereto, as the case may be. This public hearing is in addition to the public hearing that will be held by the City Council as required by the Code before approving and adopting an annual plan of service and budget for the District.

ARTICLE VI – BOUNDARIES OF THE PROPOSED DISTRICT

The proposed boundaries of the District are shown on the map attached as Exhibit D and shall solely include non-contiguous hotel properties with 100 or more rooms within the City of Fort Worth as shown in the attached Exhibit A.

ARTICLE VII – PROPOSED METHOD OF ASSESSMENT

The proposed method of assessment, which may specify included or excluded classes of assessable property, is based on the sale of hotel nights by the hotels with 100 or more rooms that are located within the District as determined by the Fort Worth City Controller. The annual assessment rate for all hotel properties with 100 or more rooms within the district shall not exceed two percent of the price paid to hotels for a room in a hotel, which reflects the special benefits accruing to the property because of the services and improvements provided by the District.

**ARTICLE VIII – PROPOSED APPORTIONMENT OF COSTS BETWEEN THE
DISTRICT AND THE CITY**

Except as provided in this Article III, all costs of the District will be apportioned to the District.

ARTICLE IX – MANAGEMENT OF THE DISTRICT

The District will be managed by the FWTPIDC (the “Manager”) through the FWCVB under professional services contract with the City in the form attached as Exhibit E. Management fees and other management expenses will be included in the District’s annual plan of service and

budget approved by the City Council. The District Manager will carry general liability insurance with limits of at least \$1,000,000.00 per occurrence and naming the city as an additional insured. Upon request by the City, the District Manager will provide certificates of insurance evidencing such coverage. The District Manager will indemnify the City against injury, damages and losses resulting from the acts or omissions of the District Manager and those for whom the Manager is responsible.

ARTICLE X – DISSOLUTION OF THE DISTRICT

The District will be deemed established immediately upon publication in a newspaper of general circulation in the City of a resolution duly adopted by the City Council authorizing the District, and the District shall continue thereafter until dissolved or reestablished as provided by the Code.

ARTICLE XI – ESTABLISHMENT OF THE DISTRICT DOES NOT OBLIGATE THE CITY

Except as provided for under a professional services contract in this Article IX, the Petitioner agrees that the establishment of the District does not obligate the City to fund or perform any District services, even if the District is dissolved.

ARTICLE XII – SALES DISCLOSURES

All sales by the Petitioner of property within the District will disclose in the Deed that the property is located in the District and the City is not obligated to fund or perform and District services, even if the District is terminated.

ARTICLE XIII – APPLICATION FEE

The Petitioner agrees to pay to the City an application fee of \$17,000.00 to cover the cost of the City in evaluating this Petition and in verifying the signatures contained in this Petition. Any unexpended portion of the fee shall be reimbursed to the Petitioner when the evaluation and verification is complete.

ARTICLE XIV – BENEFIT OF THE DISTRICT

As a result of the purpose and services described in this Article III, as well as listed in further detail in this Exhibit B, the proposed District will benefit all property owners within the District by resulting increased hotel room sales.

LIST OF EXHIBITS

- Exhibit A Proposed District – 2016 Tarrant Appraisal District Roll with Owners’ Signatures
- Exhibit B Summary of Initial District Services
- Exhibit C Feasibility Study and Initial Service Plan & Budget
- Exhibit D Map of Proposed District
- Exhibit E Form of District Management Contract

Exhibit A

Proposed District – 2016 TAD Roll with Owners' Signatures

Exhibit B

Summary of Initial District Services

Administration

- Overall management and administration of the Fort Worth Tourism Public Improvement District (FWTPID).
- FWCVB staff will serve as District manager and work with FWTPIDC board of directors to ensure the benefits of the FWTPID are realized.
- Provide FWTPID service plan/budget to City of Fort Worth annually or as required.
- Maintain accurate accounting of use of revenues and disbursement of FWTPID funds and provide financial statements to the TPID board of directors and City as required.
- Produce an annual FWTPIDC audit and provide appropriate insurance for board of directors.
- Work with FWTPIDC board of directors to produce quarterly board reports.
- Participate in meetings with City of Fort Worth departments to coordinate FWTPID activities.
- Maintain a full and accurate accounting of revenues and disbursements of FWTPID funds and provide financial statements to proper entities as required.
- Provide primary oversight of FWTPID funds for disbursement for Sales, Marketing and Administrative initiatives (as noted in the FWTPID Service Plan).
- Procure market research and trends analyses to determine the best and judicious application of FWTPID funds for sales and marketing efforts.
- Notify new hotel property owners of FWTPID assessment as required.
- Schedule annual town hall meeting for FWTPID hotels (or more frequently if deemed appropriate).
- Develop guidelines for individual hotel use of FWTPID funds to incentivize convention group business (exclusive of hotel's participation in citywide incentivized business).
- Expand tourism research measuring the impact of marketing efforts on client and consumer awareness of Fort Worth as a destination and allowing customization of efforts to ensure high ROI from all such initiatives.
- Expand research opportunities including staff as deemed appropriate by the FWTPID board of directors and FWCVB. Provide access to hotel benefited programs as deemed appropriate by FWTPID board and FWCVB designated staff.

Marketing and Promotions

- Create a formal marketing plan with an agency of record.
- Expand advertising campaign focused on brand identification and awareness.
- Expand market reach based on research and analyses.

- Distribute regular communications to partners, visitors and stakeholders.
- Coordinate/partner with other businesses and organizations to maximize marketing budget.
- Develop collateral marketing material as needed to market Fort Worth (including digital).
- Develop media familiarization tour(s) as deemed appropriate.

Sales

- Increase the FWCVB sales staff participation at key trade shows and events to further increase targeted hotel business opportunities.
- Utilize FWTPID funds to incentivize and retain citywide meetings at the Fort Worth Convention center, sporting events and single property events based on established ROI criteria.
- Ensure a 10:1 ROI requirement for every dollar provided in FWTPID funding (based on room night revenue).
- Increase Fort Worth team presence at key trades show missions.
- Host meeting, convention and leisure group organizers on scheduled familiarization (FAM) tours to showcase Fort Worth's assets and community spirit as a means of attracting future business.
- Provide focused marketing to ensure that Fort Worth receives the appropriate market share of third party and independent group leads.

Exhibit C

Feasibility Study and Initial Service Plan & Budget

Feasibility Study

(NEED TO INSERT FEASIBILITY STUDY HERE)

Initial Service Plan & Budget

(NEED TO INSERT APPROPRIATE VALUES IN THE BELOW TABLE)

Petition Categories	Allocation	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Incentives & Sales Efforts	42.5%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Marketing/ Promotion/ Advertising	35.0%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Site Visits & FAM Tours	10.0%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Event Funding Application Pool	7.5%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Operations/ Research/ Administration	5.0%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	100%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

*Note: Expenditures are limited to actual collections, which cannot exceed the 2% fee on each occupied room as defined in the District's petition.

Exhibit D

Map of Proposed District

(Need to insert map of the District here)

Exhibit E

Form of District Management Contract

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CONTRACT FOR THE FORT WORTH TOURISM PUBLIC IMPROVEMENT DISTRICT

This contract for the collection of assessments and provision of services and improvements for the Fort Worth Tourism Public Improvement District (the "Contract") effective as of xxxxxxxx 1, 2017, is made by and between the Fort Worth Tourism Public Improvement District Corporation, Inc. ("FWTPIDC"), a Texas nonprofit corporation, and the City of Fort Worth, Texas (the "City"), a Texas municipal corporation.

RECITALS:

WHEREAS, on xxxxxxxx xx, 201x, the City Council, passed Resolution No. xx-xxx that made certain findings concerning the advisability of establishing the Fort Worth Tourism Public Improvement District (the "District"), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, designated the FWTPIDC as the entity responsible for the management of and provision of services and improvements to the District, authorized the City Manager to enter into a contract with FWTPIDC for the provision of services and improvements for the District and collection services by the City for the District, and approved the initial District service plan, attached hereto as **Exhibit A** (the "Service Plan"); and

WHEREAS, FWTPIDC shall be the primary entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, the Board of Directors of FWTPIDC has passed a resolution authorizing it to enter into this Contract and authorizing _____ to sign on behalf of FWTPIDC to bind the corporation under this Contract; and

WHEREAS, the City and FWTPIDC now desire to enter into this Contract for the collection of the assessments and the management of and provision of services and improvements to the District; and

WHEREAS, the services to be supplied to the District provide special benefits to the property owners within the District and are supplemental to standard City services; NOW, THEREFORE,

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FWTPIDC and the City agree as follows:

1. **Engagement and Compensation.** The City hereby engages FWTPIDC and FWTPIDC agrees to provide in accordance with the provisions of this Contract and Resolution No. xx-xxx the services and improvements described in the Service Plan and future annual service plans to be approved by the City Council. The compensation to be paid for the administration of the program items shall not exceed the amount established for "Administration" by each annually approved service plan (as same may be later modified pursuant to Section 2.(a) of this Contract).
2. **Scope of Services.** Throughout the duration of this Contract, FWTPIDC shall provide the services and improvements as described in the Service Plan and thereafter approved annually by the City Council. In providing these services and improvements, FWTPIDC shall:
 - (a) timely deliver the services and improvements in accordance with the annually approved service plan, subject to FWTPIDC's ability to modify or substitute items without City Council approval within the program categories if FWTPIDC determines that such changes would serve the common interest of owners in the District and the increase or decrease in the amount of a program category does not exceed ten percent (10%) of the budgeted amount for that category (the Service Plan and each such annually approved service plan as same may thereafter be increased or decreased shall be hereafter referred to as the "Service Plan"). The FWTPIDC's administrative expenses shall not exceed ten percent (10%) of the total budget in any year unless approved by City Council. "Program categories" in the Service Plan include marketing and incentive activities and other services as provided in the Service Plan;
 - (b) only use District assessment funds received to defray expenditures which are: (i) specifically listed in the Service Plan (except as modified pursuant to subsection (a) above) or reasonably incurred in the creation and organization of the FWTPIDC; and (ii) incurred after xxxxxxx x, 2017, unless specific authorization from the City's City Manager to the contrary is received (hereinafter called "allowable costs");
 - (c) support all costs defrayed from District assessment funds by properly executed checks, orders, payrolls, time records, invoices, contracts, vouchers, or other accounting documents evidencing in detail the nature and propriety of the charges. Such documentation shall be clearly identified, readily accessible and, to the extent possible, kept separate and apart from all other such documents;

- (d) set priorities and schedules for implementing the service plan elements, considering the needs and preferences of owners in the District and the availability of personnel and financial resources;
- (e) if necessary, secure and retain the services of qualified personnel to implement the service plan and provide communication equipment and office supplies;
- (f) prepare a timely annual update of the Service Plan for the District to be presented to the City Council for review and approval. The plan must include a budget, an assessment plan and an updated ten-year plan for services and improvements;
- (g) prepare and deliver to the City quarterly reports of financial revenues and expenditures for work activities within the District and any budget revisions within forty-five (45) days of the end of each fiscal quarter;
- (h) prepare and deliver to the City joint quarterly progress reports of the FWTPIDC's efforts to implement the Service Plan within forty-five (45) days of the end of each fiscal quarter;
- (i) commission an annual financial audit of all PID expenditures by a Certified Public Accountant and make the audit available to the City within one hundred twenty (120) days of the end of the fiscal year;
- (j) allow reasonable access by the City to the financial records of FWTPIDC that relate to the District;
- (k) enter into contracts with exempt jurisdictions for the payment of assessments or the provision of services or improvements to the District;
- (l) prepare and deliver to the City quarterly/annual financial reports in a timely manner as listed in **Exhibit B**; and
- (m) take other actions reasonably necessary for the management of the District and the provision of the services and improvements to the District.

3. **Collection and Distribution of Assessments.** The City shall collect the annual assessments for the District along with the other local hotel occupancy taxes paid by hotels within the District. Funds shall be accounted for and distributed as provided below.

- (a) The City shall retain a collection service fee commensurate with its anticipated actual or allocated share of the costs for collection of the assessments (including collecting delinquent accounts). The collection service fee will be deducted from the total assessments collected each month. The net assessments received will be transferred to the FWTPIDC on a monthly basis. Delinquent assessments collected after the District has been dissolved shall be retained by the City for

payment of any prior commitments made by the District, but the retention of such assessments shall be subject to utilization by the tax collector to repay any hotel that is legally entitled to a refund of all or a portion of an assessment and any interest required by law to be paid.

- (b) For its services in creating the District, the City shall also retain a one-time fee of \$17,000. This fee will cover the costs of the District creation (or) renewal by City staff. If the City's costs for this process are less than \$17,000, the remainder will be reimbursed to the District entity. The application fee (\$17,000) will not be counted as part of the 10% maximum limit for administrative expenses in a District budget.
- (c) The City will also assess the FWTPIDC for annual expenses related to oversight of District operations. This fee shall include staff time and expenses related to the District assessment collection, costs for publication of legal notice regarding District items, mailing expenses and staff time required for District oversight (attending District meetings, reviewing reports and audit, preparing tax rolls and City Council documents). This fee will not be counted as part of the 10% maximum allocation for administrative expenses in a District budget. The District assessment collection process is explained in **Exhibit C**.
- (d) The remaining assessments after the collection service fees and City staff administrative fees have been deducted, including any interest for late payments, shall be transferred on a monthly basis to an account of the FWTPIDC by Automated Clearing House, wire transfer or other means mutually agreed to by the City and the FWTPIDC.
- (e) Pursuant to Section 2.(n) above, the City hereby expressly acknowledges that FWTPIDC is contracting with the Fort Worth Convention and Visitors Bureau (FWCVB) to implement the funded activities of the District, more specifically: to enhance services, undertake certain improvements, in particular, special supplemental services relating to District marketing, business recruitment, and promotional activities for improvement and promotion of the District, including the provision of incentives to organizations to encourage them to bring their large and city wide meetings to Fort Worth and to fund marketing to increase hotel stays within the city. A copy of the FWTPIDC/FWCVB contract is included as **Exhibit D**.
- (f) The City shall provide FWTPIDC with printed reports or diskettes of the assessment roll.
- (g) If necessary, FWTPIDC shall make available to the tax collector sufficient funds to repay any taxpayer who is legally entitled to a refund of all or a portion of an assessment and any interest required by law to be paid. City shall make a good faith effort to notify FWTPIDC of such potential situations (including, but not

limited to, lawsuits and assessment protests) so that FWTPIDC is able to set aside a sufficient reserve to cover any such refunds and interests.

- (h) FWTPIDC will invest the District assessments received from the City and any income earned on those assessments in accordance with the investment policies and strategies prescribed in Chapter 2256 of the Texas Government Code to achieve the following investment objectives, in order of priority: (1) understanding of the suitability of the investment to the financial requirements of the entity; (2) preservation and safety of principal; (3) liquidity; (4) marketability of the investment if the need arises to liquidate the investment before maturity; (5) diversification of the investment portfolio; and (6) yield. The assessments and any interest or other income earned on such public funds shall be used by FWTPIDC to fund services and improvements listed in the Service Plan annually approved by the City Council. The FWTPIDC must receive City Manager approval of any contracts by the FWTPIDC which commit FWTPID funds beyond the ten year term of the FWTPID. Further, upon expiration of the FWTPID, any unexpended assessment revenues shall be transferred to the City along with a schedule of any contractually committed expenses for such funds into the future. The City shall transfer those funds back to the FWTPIDC if the FWTPID is reapproved for another term by the petitioners and City Council and this Contract is modified to extend the term or a new contract is executed between the City and the FWTPIDC for the provision of services and improvements for the FWTPID.

- 4. **Conflict of Interest.** By signing this Contract, the FWTPIDC acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property and business relationships that relate to the duties of the FWTPIDC. The FWTPIDC further agrees that it shall make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to its termination.
- 5. **Discrimination Prohibited.** FWTPIDC, the execution, performance, or attempt performance of the Agreement, will not discriminate against any person or persons because of sex, race, religion, color, national origin, sexual orientation, or familial status, nor will FWTPIDC permit its officers, agents, employees or subcontractors to engage in such discrimination. This Agreement is made and entered into with reference specifically to the ordinances codified at Chapter 17, Article III, Division 3 of the Code of the City of Fort Worth and FWTPIDC hereby covenants and agrees that FWTPIDC, its officers, agents, employees and subcontractors, have fully complied with all provisions of same and that no employee or applicant for employment has been discriminated against under the terms of such ordinances by either FWTPIDC, its officers, agents, employees, or subcontractors.
- 5. **Gift to Public Servant.** City may terminate this Contract immediately if FWTPIDC has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require FWTPIDC to remove any employee of FWTPIDC from any work related to the District who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

6. **Offset.** City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from FWTPIDC, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.
7. **No Partnership or Joint Venture.** It is specifically understood that the relationship described in this Contract between FWTPIDC and the City is contractual in nature and is not to be construed to create an agency, partnership or joint venture relationship between FWTPIDC and the City; nor shall the City be liable for any debts incurred by the FWTPIDC in the conduct of such other party’s business or function.
8. **Independent Contractor.** FWTPIDC’s status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of services under this Contract. FWTPIDC shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of FWTPIDC in the performance of this Contract shall be construed as making FWTPIDC the agent, servant or employee of City, or making FWTPIDC or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker’s compensation, which City provides its employees.
9. **Assignment.** FWTPIDC shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City’s City Manager. As an express condition of consent to any assignment, FWTPIDC shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.
10. **Insurance.**
 - (a) The FWTPIDC shall, at its own expense, maintain in full force and effect throughout the term of this Contract insurance as set forth below:

1. Comprehensive General Liability Insurance: FWTPIDC shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than \$1,000,000 covering each occurrence with an aggregate limit of not less than \$2,000,000.
2. Automobile Insurance – Bodily Injury and Property Damage: FWTPIDC shall maintain throughout the Term of this Agreement comprehensive automotive liability coverage in an amount not less than \$1,000,000 for each accident. This policy shall cover any automobile used in the provision of Improvements and Services under this agreement.
3. Worker’s Compensation Insurance: FWTPIDC shall maintain throughout the Term of this Agreement statutory Worker’s Compensation Insurance on all its employees to be engaged in undertaking any Improvements or Services hereunder. In case any class of employees engaged in hazardous work under this Agreement is not protected under the state’s Worker Compensation statutes, FWTPIDC shall provide adequate employer’s general liability insurance for the protection of such employees not so protected.

(b) Other Requirements:

1. The City shall be named as an additional insured and a waiver of subrogation in favor of the City shall be provided on every applicable insurance policy. The FWTPIDC hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the City.
2. The term “CITY” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City, and the individual members, employees and agents in their official capacities.
3. Insurance shall be provided through companies duly approved to transact that class of insurance in the State of Texas. Companies providing coverage shall have a minimum A.M. Best rating of A VII.
4. Certificates of insurance shall be provided to the City’s PID Administrator. Thirty (30) days written notices is required before any insurance is altered, cancelled, or non-renewed.

City of Fort Worth
Attn: PID Administrator
Housing & Economic Dev Dept.
1000 Throckmorton Street
Fort Worth, Texas 76102-6311

CITY SHALL HAVE NO DUTY TO EXECUTE OR PERFORM UNDER THIS CONTRACT UNTIL THE CERTIFICATE AND SUFFICIENT EVIDENCE OF CONFORMITY TO CITY'S INSURANCE REQUIREMENTS SHALL HAVE BEEN DELIVERED AND APPROVED BY RISK, AND NO CITY OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.

11. **Indemnity.** FWTPIDC AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY FWTPIDC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT ACT OR OMISSION OF FWTPIDC, ITS OFFICERS, DIRECTORS, AGENTS, ASSOCIATES, EMPLOYEES, SUB-CONSULTANTS OR CONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH FWTPIDC AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSOCIATES, EMPLOYEES, SUB-CONSULTANTS OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF THE SERVICES RELATED TO, CONTEMPLATED BY OR ARISING AS A RESULT OF THE SERVICE PLAN, AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

12. **Rights, Remedies and Termination.** Both parties are executing this Contract in good faith and with the intent that all provisions contained herein shall be met in accordance with their terms. In the event of a breach or violation of its terms by either party to this Contract, then the party in compliance may exercise whatever rights and remedies may be available or afforded to such party at law or in equity. In addition to any other remedies available, the City may terminate this Contract if FWTPIDC violates any part of this Contract and FWTPIDC fails to reasonably cure the violation of this Contract within thirty (30) days of receipt of written notice to FWTPIDC by the City of a violation of this Contract by certified mail.

In addition to any other remedies available, the City may terminate this contract upon thirty (30) days written notice to FWTPIDC if City Council fails to approve an annual

Service Plan for the District. All services being performed under this Contract shall cease upon the date specified in such notice.

In addition to termination, the City shall recover those portions of assessment funds, including interest or other income earned on such public funds that were not spent on allowable costs per the Service Plan, plus any other damages suffered by the City as a result of FWTPIDC's violation of the terms and conditions of this Contract. FWTPIDC may invoice City for all services they respectively completed and shall be compensated in accordance with the terms of this Contract with special assessments for all services performed by FWTPIDC prior to the date specified in such notice. A previous payment or approval of payment of all or any portion of assessment funds by City shall not be deemed a waiver of the City's rights under this section. Any express waiver by the City of a violation by FWTPIDC shall not be deemed to waive any subsequent violation by FWTPIDC.

13. **Notice.** Except as otherwise provided in Section 6, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing:

If to the City:

City of Fort Worth
Attn: PID Administrator
Housing & Economic Dev Dept.
1000 Throckmorton Street
Fort Worth, Texas 76102-6311

If to FWTPIDC:

_____ or Current FWTPIDC Chair
_____ or _____ (if _____ is no longer Chair)
Fort Worth Tourism Public Improvement District Corporation (FWTPIDC)

Fort Worth, Texas _____

14. **Right of Review and Audit.** City is granted the right to audit, at City's election, all FWTPIDC records and billings relating to the performance of this Contract. FWTPIDC agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release provided under this Contract shall be subject to City's rights as may be disclosed by such audit.
15. **Captions.** The captions, headings, and arrangements used in this Contract are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

16. **Compliance with Laws and Regulations.** This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Fort Worth and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. FWTPIDC shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, and all applicable state and federal laws, rules and regulations, as amended.
17. **Venue.** The obligations of the parties to this Contract shall be performable in Tarrant County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Tarrant County, Texas.
18. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.
19. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
20. **Term.** This Contract shall terminate on xxxxxxxx xx, 2026, unless otherwise agreed to in writing by the parties. If for any reason the District is dissolved before xxxxxxxx xx, 2026, this Contract shall terminate upon the payment to FWTPIDC for all services and improvements provided to the District to the date of dissolution and for the reasonable cost of services to conclude the business of the District.
21. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.
22. **Captions.** The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.
23. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.
24. **Entire Agreement; No Oral Modifications.** This Contract (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the City with both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as

otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED and effective as of the ___ day of _____ 2016, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. ___-___ approved by the City Council on _____, 2016, and by FWTPIDC, acting through its authorized official.

APPROVED AS TO FORM:
XXXXX XXXXX, City Attorney

CITY OF FORT WORTH, TEXAS
XXXXX XXXXX, City Manager

BY: _____

BY: _____

**FORT WORTH TOURISM PUBLIC
IMPROVEMENT DISTRICT
CORPORATION, INC.,**
a Texas nonprofit corporation

By: _____,
_____, Chairman

- Attachments:
Resolution No. ___-___
Exhibit A – The Initial Service Plan
Exhibit B – Financial Reports
Exhibit C – Tourism PID Assessment Collection Process
Exhibit E – FWTPIDC/FWCVB Contract for Services

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CITY OF FORT WORTH, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **XXXXX XXXXX**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF FORT WORTH, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the City Manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2016.

Notary Public State of Texas

My Commission Expires _____

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

FORT WORTH TOURISM PUBLIC IMPROVEMENT
DISTRICT CORPORATION, INC.
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **XXXXX XXXXX**, known to me or proved to me on the oath of _____ or through _____ (*description of identity card or other document*) to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **FORT WORTH TOURISM PUBLIC IMPROVEMENT DISTRICT CORPORATION, INC.**, a Texas nonprofit corporation, and as the authorized agent thereof, and for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2016.

Notary Public State of Texas

My Commission Expires _____

Notary's Printed Name

Resolution No. ___ - ___

Exhibit A

(NEED TO INSERT APPROPRIATE VALUES IN THE BELOW TABLE)

Petition Categories	Allocation	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Incentives & Sales Efforts	42.5%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Marketing/ Promotion/ Advertising	35.0%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Site Visits & FAM Tours	10.0%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Event Funding Application Pool	7.5%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Operations/ Research/ Administration	5.0%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	100%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<p>*Note: Expenditures are limited to actual collections, which cannot exceed the 2% fee on each occupied room as defined in the District's petition.</p>											

Exhibit B

(NEED TO INSERT APPROPRIATE DATES AND SCHEDULE IN THE BELOW TABLE)

Category	Timeline (annually)
TPID Management Workshop	April/May/June
1 st Quarter financial report FY2016 (Cover Letter, P&L, Balance Sheet & Spending Update)	December 15, 2016
2 nd Quarter financial report FY2016 (Cover Letter, P&L, Balance Sheet & Spending Update)	March 15, 2017
3 rd Quarter financial report FY2016 (Cover Letter, P&L, Balance Sheet & Spending Update)	June 15, 2017
4 th Quarter financial report FY2016 (Cover Letter, P&L, Balance Sheet & Spending Update)	September 15, 2017
FY 2016 Annual Financial Report	September 15, 2017
FY 2016 Annual Financial Audit Report	November 30, 2017
Reports for 2016 TPID Assessment (Service Plan, Cover Letter, Ten-Year Assessment Plan & Ten-Year Budget)	April 1, 2017

Exhibit C

Tourism Public Improvement District (TPID) Assessment: The Fort Worth Tourism PID was created by Resolution No: ___-_____ on xxxxxxxx xx, 201x. A two percent TPID assessment was created by Resolution No: ___-_____ on xxxxxxxx xx, 201x, and applies to hotels with 100 or more rooms within the designated TPID within the City of Fort Worth. The definitions related to hotel, occupancy, collection procedures, remedies, etc., are applied as referred to in Fort Worth City Code and applicable state law.

TPID Fiscal Year Billing Cycle: The Fort Worth Tourism PID will operate for ten (10) years (xxxxxxx xx, 2017 to xxxxxxxx xx, 2026). The assessment rate will be approved annually by the City Council.

TPID Charges/Collection: The two percent (2%) assessment only applies to hotels that are subject to city hotel occupancy tax at hotels with 100 or more rooms. The TPID assessments will be remitted to and collected by the City using the schedule and process that is in place for City hotel occupancy tax payments. Remittances, collection and any penalties shall occur in accordance with city ordinance and state law.

Exhibit D

**FORT WORTH CONVENTION & VISITORS BUREAU (FWCVB) & FORT WORTH
TOURISM PUBLIC IMPROVEMENT DISTRICT CORPORATION (FWTPIDC)**

EFFECTIVE DATE:	xxxxxxx xx, 2016
TERM OF AGREEMENT:	120 months
CONTRACT AMOUNT:	\$xx,xxx,xxx est.
FWCVB CONTACT:	Bob Jameson 111 W. 4th Street, Suite 200 Fort Worth, TX 76102
FWCVB PHONE NUMBER:	800-433-5747
FWCVB FACSIMILE NUMBER:	xxx-xxx-xxxx
FWTPIDC CONTACT:	XXXXXXXX XXXXXXXX XXXXXXXXXXXXXXXXXX Fort Worth, TX xxxxx
FWTPIDC PHONE NUMBER:	xxx-xxx-xxxx
FWTPIDC FACSIMILE NUMBER:	xxx-xxx-xxxx

This Agreement (the "Agreement") is between **FORT WORTH CONVENTION & VISITORS BUREAU** ("FWCVB"), with its principal place of business at 111 W. 4th Street, Suite 200, Fort Worth, Texas and the **FORT WORTH TOURISM PUBLIC IMPROVEMENT DISTRICT CORPORATION** (hereinafter "FWTPIDC"), with its principal place of business at _____, Fort Worth, Texas.

Whereas the Texas Legislature has provided the authority to the City of Fort Worth to create a Tourism Public Improvement District that is composed solely of hotels with 100 or more rooms.

Whereas the City of Fort Worth has received petitions from more than the requisite number of properties within the proposed Tourism Public Improvement District to enable the creation of the district.

Whereas the City of Fort Worth has held the two required public hearings on the public improvement district and on _____, 2016, has approved the creation of a Fort Worth Tourism Public Improvement District.

Whereas a group of hoteliers have created a non-profit 501 (c) (6) entity entitled the Fort Worth Tourism Public Improvement District Corporation (FWTPIDC) with the intention that this entity will oversee the administration of the Fort Worth Tourism Public Improvement District.

Whereas it is the intent of the Fort Worth Tourism Public Improvement District Corporation Board to contract with the Fort Worth Convention and Visitors Bureau to implement the funded activities of the Fort Worth Tourism Public Improvement District.

Whereas the Fort Worth Convention and Visitors Bureau is mutually interested in working with the Fort Worth Tourism Public Improvement District Corporation Board as a contracted entity to implement the District programs under the project funding guidelines authorized by the Fort Worth Tourism Public Improvement District Corporation Board.

Therefore, be it resolved, in consideration of the mutual covenants and conditions set forth herein and in Exhibits and Attachments hereto, all of which are incorporated herein by reference, FWCVB and FWTPIDC agree as follows:

Subject to the terms and conditions specified in Exhibits A and B hereto, FWTPIDC agrees to contract with the FWCVB to perform the obligations specified hereto under the Scope of Work Summary in Exhibit B with reimbursement for actual expenses and services by the FWCVB and other entities for implementation of the work, as provided in the Fort Worth Tourism Public Improvement District Service Plan and Budget.

**FORT WORTH CONVENTION &
VISITORS BUREAU
("FWCVB")**

**FORT WORTH TOURISM PUBLIC
IMPROVEMENT DISTRICT
CORPORATION
("FWTPIDC")**

By: _____

By: _____

Name: Bob Jameson

Name: _____

Title: Chief Executive Officer (CEO)

Title: Chairman

Date: _____

Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. **REPRESENTATIONS AND WARRANTIES.** FWCVB and FWTPIDC each warrant and represent that (i) it has the power and authority to grant the rights and perform the obligations to which it commits herein; (ii) the execution of the Agreement by the person representing it will be sufficient to render the Agreement binding upon it; and (iii) neither its performance hereunder nor the exercise by the other party of rights granted by the warranting party hereunder will violate any applicable laws or regulations, or the legal rights of any third parties, or the terms of any other agreement to which the warranting party is or becomes a party. Each party is separately responsible for ensuring that its performance and grant of rights does not constitute any such violation during the Term. No party's approval of advertising or other copy submitted by another will relieve the other's responsibility under this Section.
2. **USE OF TRADE AND SERVICE MARKS.** Nothing contained herein will give either party a license or other right to use the trade or service marks of the other party except as expressly provided for in this agreement. Any such use will require the prior written consent of the party that owns the marks.
3. **CONFIDENTIALITY.** FWCVB and FWTPIDC each agree that they will not use in any way for their own account or the account of any third party, nor will they disclose to any third party, any confidential information revealed to them by the other party which is identified in writing as confidential prior to disclosure. Each party will take such reasonable precautions to protect the confidentiality of such information as are employed to protect the party's own confidential information of a similar nature. It is expressly understood and agreed that all information disclosed by either party, or gained by either party in the course of this agreement, including this agreement, whether files, records, documents, presentations, research material, operational methods, marketing plans or strategies, electronic data, tapes, software, drawings, manuals, guidebooks, reports, plans, proposals, customer lists, business processes, know-how, specifications, or any other information not generally known outside of FWCVB or FWTPIDC (collectively known as "Confidential Information",) shall be considered confidential and shall be retained in confidence.

In furtherance of the business relationship between the parties, it is agreed as follows:

- to take or cause to be taken all reasonable precautions to prevent the disclosure or communication of Confidential Information to third parties consistent with requirements imposed under the Texas Public Information Act;
- that this confidentiality clause shall survive the term of this or any other agreement or understanding the parties may have with each other, and
- that either party will at no time take any action or make any statement that could discredit the reputation of the other party.

4. **TERM AND TERMINATION.** The Agreement will be effective on the Effective Date and will terminate immediately after the completion of the Term. In the event of expiration or early termination of the Agreement, the terms of Section 3 above and Sections 5, 6, and 9 below will forever survive the termination of the Agreement. Either party may terminate the Agreement in the event of a material default by the other party on any of its representations, warranties, or obligations under the Agreement by the following procedure: (i) the non-defaulting party will provide the defaulting party with written notice specifying the particulars of the default; (ii) if the default is not cured within thirty (30) days after such notice is given, the non-defaulting party may terminate the Agreement immediately upon providing written notice to the defaulting party. Additionally, either party may terminate the Agreement for any reason upon the completion of the fiscal year with sixty (60) days' written notice to the other party prior to the fiscal year's completion. Upon provision of termination notice by either party, and except to the extent the other party intends to timely cure its default, both parties will engage in good faith negotiations to arrange for a mutually satisfactory end to the Agreement. In the event of any termination prior to the natural expiration of the Term, FWCVB shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.
5. **INDEMNIFICATION.** FWTPIDC will indemnify and hold harmless FWCVB and their respective institutions, officers, directors, employees, franchisees, attorneys, agents, successors and assigns from any claims, damages, liabilities, losses, government procedures, and costs, including reasonable attorneys' fees and costs of suit, arising out of (i) FWTPIDC's failure to comply with applicable laws and regulations, unauthorized use of FWCVB's trademarks or negligence or willful misconduct in connection with its performance of the Agreement; or (ii) FWTPIDC's intentional misrepresentation or breach of any warranty, obligation or covenant of the Agreement.

FWCVB will indemnify and hold harmless FWTPIDC and its respective institutions, officers, directors, employees, franchisees, attorneys, agents, successors and assigns from any claims, damages, liabilities, losses, government procedures and costs, including reasonable attorneys' fees and costs of suit, arising from (i) FWCVB's failure to comply with applicable laws and regulations, unauthorized use of FWTPIDC's trademarks or negligence or willful misconduct in connection with its performance of the Agreement; or (ii) FWCVB's intentional misrepresentation or breach of any warranty, obligation or covenant of the Agreement.

Except in the case of third party claims, neither party will be obligated to the other party for indirect, special, consequential, or incidental damages.

6. **DISPUTE RESOLUTION.**
- a. All claims, disputes or controversies between the parties under this Agreement ("Claim") that cannot be resolved through ordinary business negotiations will be resolved, at the election of either party, through mediation until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse.

- b. All offers, promises, conduct and statements, whether written or oral, made in the course of negotiation, or proceedings by either party to confirm awards hereunder are confidential, privileged, and inadmissible for any purpose, including, without limitation, impeachment or estoppel, in any other litigation or proceeding involving any of the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or arbitration.
7. **RELATIONSHIP OF THE PARTIES.** FWCVB and FWTPIDC are independent contractors, and the Agreement does not create a partnership, joint venture, employee/employer or other agency relationship between them.
8. **ASSIGNMENT.** The Agreement will be binding on and inure to the benefit of each of the parties, their successors and assigns. It may not be assigned or transferred, in whole or in part, without the written consent of the other party. Any such assignment or transfer without consent will be void.
9. **NOTICES.** All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; or (ii) three (3) business days after mailing, postage prepaid, by certified mail; or (iii) when delivered (and receipted for) by an overnight delivery service, addressed in each case to the parties at the addresses set forth on the Agreement unless a different address shall have been designated in writing.
10. **GOVERNING LAW.** The Agreement will be governed by the laws of the state of Texas, without giving effect to its conflicts of law provisions. Any failure by either of the parties to exercise any right granted herein upon the occurrence of any contingency set forth in this Agreement will not in any event constitute a waiver of any such right upon the exercise of any such contingency. In case any term in this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term shall be in any way affected thereby.
11. **OWNERSHIP.** All records, reports, documents and other material delivered or transmitted to FWTPIDC by FWCVB shall remain the property of FWCVB, and shall, upon request, be returned by FWTPIDC to FWCVB, at FWTPIDC's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by FWTPIDC in connection with the performance of the services contracted for herein shall become the property of FWTPIDC, and shall, upon request, be returned by FWCVB to FWTPIDC, at FWCVB's expense, at termination or expiration of this contract.
12. **INSPECTION AND AUDIT.** The FWTPIDC, or its authorized agents or representatives, shall have the option of reviewing, examining, and/or auditing all accounts, records, documents, books, and other supporting materials of FWCVB relating to this contract. FWCVB shall provide reasonable access to such material at no charge.

13. **FUNDING.** The continuation of this contract is contingent upon the approval of funds to fulfill the requirements of the contract by the City of Fort Worth. If the City fails to approve sufficient monies to provide for the continuation of the contract, or if such approval is denied, the contract shall terminate pursuant to Section 4 above.
14. **NONDISCRIMINATION CLAUSE.** FWTPIDC and FWCVB agree not to discriminate in their employment practices, and will render services under this contract without regard to race, color, religion, age, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by FWTPIDC or FWCVB shall be grounds for immediate termination of this contract.
15. **AMENDMENTS IN WRITING.** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when it has been reduced to writing, executed by all parties. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date.
16. **SEVERABILITY.** If any provision of the Contract is declared or found to be illegal, unenforceable or void, in whole or in part, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that the Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substitution therefore another provision that is legal and enforceable and achieves the same objectives. Any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. The parties agree to negotiate in good faith for a proper amendment to the Contract in the event any provision thereof is declared illegal, invalid or unenforceable.
17. **ENTIRE AGREEMENT.** The Agreement, and Exhibits A and B, and Attachments A, B, C, D, and E thereto constitute the entire agreement and understanding between FWCVB and FWTPIDC, and there are no other agreements, representations, warranties or understandings between FWCVB and FWTPIDC with respect to the subject matter hereof. To the extent that any other agreement, written or verbal, appears to exist between the parties with respect to the subject matter hereof, the Agreement supersedes any such agreement.

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EXHIBIT B

SCOPE OF WORK for the Fort Worth Convention & Visitors Bureau (FWCVB) on behalf of the Fort Worth Tourism Public Improvement District (FWTPID) and the Fort Worth Tourism Public Improvement District Corporation (FWTPIDC)

Summary

The Fort Worth Convention and Visitors Bureau (FWCVB) proposes to contract with the Fort Worth Tourism Public Improvement District Corporation (FWTPIDC). The contract will enable the FWCVB to implement additional marketing and incentive programs to secure increased convention, group, and other hotel activity to the City of Fort Worth. The contract will be funded by Fort Worth Tourism Public Improvement District (FWTPID) proceeds received from a two percent special assessment levied against all hotels with 100 or more rooms within the City of Fort Worth.

To implement this program, the Fort Worth Tourism Public Improvement District Corporation (hereinafter referred to as FWTPIDC) Board will adopt an annual budget along with specific ROI requirements for marketing and incentive expenditures. The FWTPIDC Board shall adopt incentive and marketing policies and protocols under which the FWCVB can pursuant to advance approval by the FWTPIDC Board, implement projects if the project meets the preset criteria adopted by the FWTPIDC Board. The FWTPIDC Board may choose to provide adjustments to the annual plan throughout the budget year that are not inconsistent with the annual adopted FWTPID budget and service plan. The FWCVB shall expend FWTPID proceeds only for proposals that meet the ROI standards and protocols adopted by the FWTPIDC Board of Directors unless a specific exception is approved by a majority of the FWTPIDC Board of Directors.

Mission of the FWTPID: The Fort Worth Tourism Public Improvement District is a public improvement district dedicated to improving convention and group hotel bookings and hotel room night consumption in the City of Fort Worth.

Purpose of the Public Improvement District and the Non-Profit Corporation: The creation of the Fort Worth Tourism Public Improvement District and of the Fort Worth Tourism Public Improvement District Corporation is to ensure the effective and judicious allocation of district assessment revenues to accomplish the above noted mission of the District.

Start-Up Costs for Creation of the PID

It is understood by both the FWTPIDC and by the FWCVB that there are certain start-up costs for creation of the district. These costs include the consulting, legal, and administrative services that enabled creation of the district, and the administrative costs to the city for implementing the district. State law provides for the reimbursement of these costs from the proceeds of the District once it is established and the FWCVB will coordinate the presentation for

payment/reimbursement of these costs to the FWTPIDC Board for their approval. It is estimated that these costs will total less than \$xxx,xxx.

Ongoing Administrative Costs for the PID

Similarly, it is understood by both the FWTPIDC and by the FWCVB that there are certain ongoing administrative costs for operation of the district. These costs include the consulting, legal, and administrative services that enable sustaining the operation of the district, and the administrative costs to the city for processing payments of the assessments to the district. State law provides for the reimbursement of these costs from the proceeds of the District and the FWCVB will coordinate the presentation for payment/reimbursement of these costs to the FWTPIDC Board for their approval. It is estimated that these costs will total less than \$xxx,xxx per year.

General FWTPIDC Operations

Obligations and Expenditures: The FWCVB is authorized to enter into contracts and otherwise obligate and spend FWTPIDC funds only in accordance with the FWTPIDC Board approved budget and plan. The FWCVB shall not incur obligations or indebtedness for the current or any future fiscal year in excess of its fund balance and/or anticipated revenues that will be available by the fiscal year in which the obligation must be paid.

Requisitions to utilize FWTPIDC funds will only be sought by FWCVB staff for initiatives that meet the FWTPIDC ROI criteria as outlined in the FWTPIDC budget and operating plan. The FWCVB CFO must review all such expenditures to ensure compliance with this agreement and the approved FWTPIDC budget and plan. Staff utilizing FWTPIDC funds shall be bound by current FWCVB travel and expense policies.

Maintenance of FWTPIDC Funds: All assessment funds received from the City of Fort Worth for the FWTPIDC shall be deposited in a bank account separate from all other FWCVB funds. Utilized banking institutions shall be FDIC insured and maintain a minimum of either a Moody's rating of "Baa1" or higher, or a Standard & Poor's rating of "BBB+" or higher. An annual investment strategy and goals shall be presented to the FWTPIDC Board as part of the annual plan and budget approval process for funds that do not need to be reserved for maintenance and operation of the district.

Insurance and Audit Services: The FWCVB shall secure insurance and financial and performance audit services for matters pertaining to the FWTPIDC. The representation contracts will generally go out through a RFP process in compliance with the city's MWBE guidelines. Recommendations will be brought to the FWTPIDC Board for approval. The completed performance and annual audit reports will be provided to the FWTPIDC Board and to the PID Administrator for the City of Fort Worth.

Staffing Pattern and Duties Summary

The FWCVB will accomplish its contractual duties for the FWTPIDC through a mix of contracts with outside firms, very limited hiring of new staff, and utilization of existing FWCVB staff. The costs for each of these resources will be allocated to the FWTPIDC solely based on the percentage of time spent on FWTPIDC functions that are within the approved FWTPIDC budget and action plan. Below is a summary of the anticipated staffing pattern, duties, and costs related to the FWTPIDC with a total anticipated administrative cost of under \$xxx,xxx.

Approvals from FWTPIDC Board

Approval of Budget, Operating Plan, and Amendments/Exceptions: The annual FWTPIDC budget and operating plan will be presented to the FWTPIDC Board for approval at a meeting at least 30 days prior to the start of each fiscal year, other than the initial fiscal year of the TPID. Proposed amendments or exceptions to the annual plan or to the ROI protocols may be presented to the FWTPIDC Board for approval at their quarterly meetings. If there is a very time sensitive matter, recommendations for amendments or exceptions may be presented to the FWTPIDC Board at other times through email or specially called meetings, in accordance with the FWTPIDC bylaws. For the purposes of this agreement, amendments may also include the addition or deletion of previously approved marketing or sales initiatives.

Overall Goals for FWTPIDC Marketing and Promotion Initiatives: The goals of the FWTPIDC marketing and promotion initiatives will be outlined definitively in each year's annual plan that will be approved by the FWTPIDC Board. The target audience will include convention and meeting planners, business travelers, and leisure travelers.

Requests for Exceptions to ROI Requirements: While the FWCVB does not anticipate the need to ask for exceptions to the ROI Requirement, it is possible that such a situation may present itself. For example, there may be a meeting that requires more incentives than the ROI in lodging nights would indicate (e.g.; conventions held by ASAE, MPI, etc.) but offers the city and its hotel sector access to entities that can bring much other needed conventions and groups to our area. In such scenarios and other meritorious situations, the FWCVB staff may bring such items up for consideration to the FWTPIDC Board for their review and consideration. A brief summary of the anticipated ROI and an explanation of the grounds for considering an exception will be provided to the FWTPIDC Board. Whether to grant such an exception will be at the discretion of the FWTPIDC Board. Similarly, the FWTPIDC Board, one of its members, or a funding hotel within the district may propose such an item for consideration by the FWTPIDC Board for its review and consideration.

Shifting Between Expenditure Categories: The FWCVB has the authority to propose to the FWTPIDC Board a shifting of resources between categories for approved activities and efforts. Shifts between categories shall not exceed 10%. Similarly, the FWTPIDC Board on its own motion may propose, approve and require such a shifting of resources.

Conflict of Interest Administration: It is possible that certain hotel members of the FWTPIDC, and in certain cases a majority of the board, will have an interest in a city-wide or

regional convention or meeting that may be marketed or provided incentives through the FWTPID. In such cases, the FWCVB shall work with the involved board member(s) to file the appropriate conflict of interest forms as outlined in the bylaws for the FWTPIDC and shall secure the needed votes to authorize the project as outlined in the bylaws for the FWTPIDC.

Reports to the FWTPIDC Board

Reports on Status of Projects/Expenditures: Quarterly and annual reports shall be provided to the FWTPIDC Board on the progress of the FWCVB staff in implementation of the FWTPID programs. These reports will indicate the status of progress on the approved plan, financial statements, bank balances, and a cash flow statement showing the timing of actual FWTPID revenues and expenses. The quarterly financial statement, balance sheet, and statement of activities shall be maintained and presented in compliance with General Accepted Accounting Principles (GAAP) for non-profit corporations. These reports shall be similar to those currently produced by the FWCVB, incorporating the items contained in the FWTPIDC board approved plan and budget.

The FWCVB staff will also provide courtesy copies of the quarterly and annual reports to the PID Administrator for the City of Fort Worth for further distribution.

Financial Statements: The FWTPID cash flow statement will show the timing in which actual assessments will be collected and when they will be spent. In accordance with standard practices, the FWCVB may book meetings that will be held a number of years later. In this case, a meeting may be booked, and an obligation made, in one year; but the incentive expense will not actualize until the meeting occurs (up to twenty years in the future). With this in mind, revenues will be shown over the ten-year term of the district, while expenses are shown over a twenty-year period (ten years past the initial ten year term of the PID). As the attached sample indicates, balances are carried forward, and all FWTPID assessments along with any earned interest will be proposed for expenditure over the booking period for eligible FWTPID marketing, events, and programs. In accordance with city and state law, any funds not obligated during the term of the district must be returned to the city for distribution back to the assessed properties.

Access to FWTPID Materials: Reasonable access to all FWTPID related materials and information shall also be available to the FWTPIDC Board at all times. Courtesy copies of these reports will also be emailed to the Fort Worth City Manager for further appropriate distribution. Requests for access to FWTPID documents by other parties will be handled as required under the Texas Public Information Act.

Orientation for the Fort Worth FWTPIDC Board: An annual orientation shall be done for the FWTPIDC Board on the administration of the FWTPID, board roles and responsibilities, and the responsibilities of the FWCVB under this contract.

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City of Fort Worth, Texas
Mayor and Council Communication

DATE: Tuesday, September 17, 2019

REFERENCE NO.: M&C 19-0152

LOG NAME: 13FMS PID18FY20

SUBJECT:

Conduct Public Benefit Hearing for Fort Worth Public Improvement District No. 18 - Tourism, Approve Fiscal Year 2019-2020 Budget in the Amount of \$5,155,878 and Eight-Year Service Plan, Approve Assessment Roll, Adopt Ordinance Levying Special Assessments for Fiscal Year 2020, and Adopt Appropriation Ordinance (ALL COUNCIL DISTRICTS) (**PUBLIC HEARING** - a. Report of City Staff: Tony Rousseau; b. Citizen Presentations; c. Council Action: Close Public Hearing and Approve the M&C)

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a public benefit hearing concerning the proposed special assessments on property located in Public Improvement District 18 - Tourism for Fiscal Year 2019-2020;
2. Approve the attached Fiscal Year 2019-2020 Budget in the amount of \$5,155,878 and Eight-Year Service Plan for Public Improvement District 18 - Tourism;
3. Approve the Assessment Roll for Public Improvement District 18 - Tourism, on file with the City Secretary;
4. Adopt the attached ordinance levying special assessments on property located in Public Improvement District 18 - Tourism for Fiscal Year 2019-2020; and
5. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the Tourism PID Fund for Fiscal Year 2019-2020 in the amount of \$5,155,878, from available funds.

DISCUSSION:

On August 29, 2017, the City Council adopted Resolution No. 4837-08-2017, establishing Public Improvement District 18 - Tourism (Tourism PID).

The purpose of this benefit hearing is to receive comments from the public regarding the Fiscal Year 2019-2020 budget and eight-year service plan for the Tourism PID and the proposed assessments to be levied on each property in the Tourism PID for the 2019 tax year. Following the public hearing, it is recommended that the City Council take the following

actions: (a) approve the attached budget and eight-year service plan, (b) approve the 2019 assessment roll; and (c) adopt the attached ordinances levying the proposed assessments and appropriating funds.

The improvements and services to be provided in the Tourism PID during Fiscal Year 2020 and the associated costs thereof are as follows:

Improvements	Total Budgeted Costs
Incentives & Sales Efforts	\$2,167,873
Marketing and Research	\$1,785,307
Customer Engagement and Market Strategy	\$510,088
Cultural Enhancements through Marketing and Promotion of the Arts	\$382,566
Operations and Administration	\$255,044
City Administrative Fee	\$55,000
Total Expenses	\$5,155,878

The total budgeted costs of the improvements and services are \$5,155,878.00, all of which will be funded by the owners/operators of Tourism PID hotels with 100 or more rooms paying a special assessment at a rate of two percent of revenues they receive from a hotel room. The owners/operators may seek reimbursement in an amount equal to the special assessment from hotel guests, with such reimbursement being a mandatory charge that is subject to state and local hotel tax.

On September 10, 2019, the City Council conducted a public hearing to receive comments on the proposed 2019-2020 fiscal year budget, eight-year service plan, and 2019 assessments for the Tourism PID (M&C W/). Notice of the September 10, 2019, benefit hearing and this hearing were published in the Fort Worth Star-Telegram and mailed to all record hotel owners/operators in the Tourism PID on August 26, 2019, in accordance with state law.

In fiscal year 2018, the City entered into a contract with the Fort Worth Tourism Public Improvement District Corporation and the Fort Worth Convention and Visitors Bureau to manage the operations of the Tourism PID. The term of this agreement is commensurate with the term of the Tourism PID; thus, the Fort Worth Tourism Public Improvement District Corporation and the Fort Worth Convention and Visitors Bureau will continue to manage the operations of the Tourism PID for fiscal year 2020.

The Tourism PID is located on properties in ALL COUNCIL DISTRICTS.

A Form 1295 is not required for this contract because: This M&C does not request approval of a contract with a business entity.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendations, the levy of assessments on qualified hotels will be approved and funds will be available in the Fiscal Year 2020 operating budget, as appropriated, of the Tourism PID Fund.

FUND IDENTIFIERS (FIDs):

TO

Fund	Department ID	Account	Project ID	ProgramActivity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	ProgramActivity	Budget Year	Reference # (Chartfield 2)	Amount
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CERTIFICATIONS:

Submitted for City Manager's Office by:

Kevin Gunn (2015)

Originating Department Head:

Reginald Zeno (8500)

Additional Information Contact:

Angela Estrada (8511)

ATTACHMENTS

1. [PID 18 Assessment Ordinance \(rev\).docx](#) (Public)
2. [PID18 8Year Service Plan.xlsx](#) (Public)
3. [TPID AO - ASSESSMENT REVENUES \(rev\).doc](#) (Public)
4. [TPID Hotels.pdf](#) (Public)

Fort Worth Tourism Public Improvement District

Fiscal Year	2020	2021	2022	2023	2024	2025	2026	2027	8- Year
TPID Collections	\$ 5,155,878	\$ 5,410,922	\$ 5,678,718	\$ 5,959,904	\$ 6,255,149	\$ 6,565,158	\$ 6,890,665	\$ 7,232,449	\$ 49,148,843
<u>Petition Categories</u>	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Incentive & Sales Efforts	\$ 2,167,873	\$ 2,276,267	\$ 2,390,080	\$ 2,509,584	\$ 2,635,064	\$ 2,766,817	\$ 2,905,158	\$ 3,050,416	\$ 20,701,259
Market and Research	\$ 1,785,307	\$ 1,874,573	\$ 1,968,301	\$ 2,066,717	\$ 2,170,052	\$ 2,278,555	\$ 2,392,483	\$ 2,512,107	\$ 17,048,095
Customer Engagement and Market Strategy	\$ 510,088	\$ 535,592	\$ 562,372	\$ 590,490	\$ 620,015	\$ 651,016	\$ 683,566	\$ 717,745	\$ 4,870,884
Cultural Enhancements through Marketing and									
Promotion of the Arts	\$ 382,566	\$ 401,694	\$ 421,779	\$ 442,868	\$ 465,011	\$ 488,262	\$ 512,675	\$ 538,309	\$ 3,653,164
Operations and Administration	\$ 255,044	\$ 267,796	\$ 281,186	\$ 295,245	\$ 310,007	\$ 325,508	\$ 341,783	\$ 358,872	\$ 2,435,441
City Administrative Fee	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 440,000
	\$ 5,155,878	\$ 5,410,922	\$ 5,678,718	\$ 5,959,904	\$ 6,255,149	\$ 6,565,158	\$ 6,890,665	\$ 7,232,449	\$ 49,148,843

Mayor and Council Communication

DATE: 05/05/20

M&C FILE NUMBER: M&C 20-0267

LOG NAME: 13HOT_TPID DEFERRAL 2020

SUBJECT

Adopt Ordinance Temporarily Suspending Certain Provisions and Extending Deadlines for Remittance of Hotel Occupancy Taxes (HOT) and the Payment of Tourism Public Improvement District Assessments (PID) and Eliminating Penalties, Interest, and Fees for Certain Tourism PID Assessments and Freezing Such Amounts for Certain HOT Collections; Adopt a Resolution Amending the Tourism PID's Fiscal Year 2019-2020 Budget and Eight-Year Service Plan, and Adopt Appropriation Ordinance (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt the attached ordinance suspending the following until September 1, 2020:
 - a. The application of those portions of Section 2.6 of Resolution 4837-08-2017 and Section 4 of Ordinance No. 23838-09-2019 that provide for the collection of Tourism Public Improvement District Assessment, penalties, interest, and fees in the same manner as hotel occupancy taxes and certain portions of Article II, Chapter 32 of the City Code such that the following will apply:
 - (i) Tourism PID Assessments that would otherwise be due and payable in March, April, May, June, July, or August of 2020 pursuant to Article II, Chapter 32 of the City Code are all now due and payable on September 1, 2020; and
 - (ii) No penalty, interest, or fee will be imposed on Tourism PID Assessments that would ordinarily be due in March, April, May, June, July, or August 2020 so long as the same are paid in full on or before September 1, 2020.
 - b. The application of Article II, Chapter 32, Sections 32-18(c) (relating to penalty) and 32-18(d) (relating to interest) for hotel occupancy taxes that came due in March or April 2020 such that any interest or penalty that was incurred prior to the adoption of this ordinance will remain payable without any further penalty or interest applying so long as the hotel occupancy taxes that came due in March and April 2020 and all related amounts are paid in full on or before September 1, 2020; and
 - c. The application of Article II, Chapter 32, Section 32-18 relating to remittance, delinquency, penalty, and interest for hotel occupancy taxes that would otherwise be due and payable in May, June, July, or August of 2020, such that no penalty or interest will apply with respect to such amounts so long as the hotel occupancy taxes that would otherwise be due in May, June, July, and August are paid in full on or before September 1, 2020.
2. Adopt the attached Resolution amending the Tourism PID's Fiscal Year 2019-2020 Budget and Eight-Year Service Plan, reducing expenditures and total budget to reflect a reduction in projected revenues, a portion of which is proposed to be offset by use of fund balance; and
3. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the Fort Worth Public Improvement District 18 – Tourism Fund in the amount of \$853,468.00, from available, unreserved fund balance, to partially offset projected lost revenues of \$2,295,395.00.

DISCUSSION:

This Mayor and Council Communication (M&C) has two main purposes: (1) to provide a deferral period to hotels that delays the requirement for them to make payment of hotel occupancy taxes (HOT) and Tourism Public Improvement District (Tourism PID) Assessments without most interest, penalties, or other fees applying; and (2) to amend the corresponding Tourism PID's Fiscal Year (FY) 2019-2020 budget and eight-year service plan.

One of the industries hardest hit by the COVID-19 situation has been tourism and, specifically, the hotel industry. In Fort Worth, the hotel occupancy rate has dropped from approximately 80% to single digits. In some cases, hotels have closed because they were losing too much money to stay open without guests.

I. Deferral of HOT and Tourism PID Assessments

At this time, the biggest issue for hotels is the need for cash so that they have an opportunity to stay in business. A few weeks ago, the Hotel Association of Tarrant County and the Texas Hotel and Lodging Association approached the City requesting this deferral as a means to help Fort Worth hotels stay afloat during this unprecedented time.

Upon adoption of the attached ordinance, the HOT and Tourism PID Assessment payment deferrals for Fiscal Year 2020 will operate as follows:

A. HOT

	Principal Amount (Original Due Date)	Principal Amount (Deferral Due Date)	Penalties, Interest, and Fees (Accrual Date)	Penalties, Interest, and Fees (Deferral Due Date)*
February	March 1	Deferred to Sept. 1	March 26	Deferred to Sept. 1 - Amounts that have accrued from delinquency date to May 4, 2020
March	April 1	Deferred to Sept. 1	April 26	Deferred to Sept. 1 - Amounts that have accrued from delinquency date to May 4, 2020
April	May 1	Deferred to Sept. 1	May 26	Deferred to Sept. 1
May	June 1	Deferred to Sept. 1	June 26	Deferred to Sept. 1
June	July 1	Deferred to Sept. 1	July 26	Deferred to Sept. 1
July	August 1	Deferred to Sept. 1	August 26	Deferred to Sept. 1
August	September 1	No deferral	September 26	No deferral
September	October 1	No deferral	October 26	No deferral

*For any unpaid principal amounts attributable to and owed for the months of February – July of 2020, fees, penalties, and interest will resume September 1, 2020

As a condition to receiving the deferral, the hoteliers will be required to report their gross and net room revenue (gross room revenue subject to HOT less allowable exemptions) during the deferral period so the City can record a receivable to track the amounts due and payable. This information will also provide valuable insight into the pace of recovery of the travel and tourism industries.

The revenues from the local HOT were pledged to bonds the City issued for the construction of Dickies Arena. Staff analyzed the financial situation and determined that granting a deferral as proposed would not interfere with the City's ability to make the debt service payments that will become due during the brief period while the deferral is in effect. In addition, by allowing the hotels to defer payments in the short term, the City will be aiding in their liquidity and assisting them in their efforts to survive the current situation, thereby enhancing HOT as a revenue source in the longer term. Based on these factors and the fact that the full amount of HOT would be due and payable after the deferral ends, the City's Bond Counsel determined that a deferral would be allowable under the terms of the Arena bonds.

B. Tourism PID Assessments

	Principal Amount (Original Due Date)	Principal Amount (Deferral Due Date)	Penalties, Interest, and Fees (Accrual Date)	Penalties, Interest, and Fees (Deferral Due Date)*
February	March 1	Deferred to Sept. 1	March 26	Not imposed so long as paid by Sept. 1
March	April 1	Deferred to Sept. 1	April 26	Not imposed so long as paid by Sept. 1

April	May 1	Deferred to Sept. 1	May 26	Deferred to Sept. 1
May	June 1	Deferred to Sept. 1	June 26	Deferred to Sept. 1
June	July 1	Deferred to Sept. 1	July 26	Deferred to Sept. 1
July	August 1	Deferred to Sept. 1	August 26	Deferred to Sept. 1
August	September 1	No deferral	September 26	No deferral
September	October 1	No deferral	October 26	No deferral

*For any unpaid principal amounts attributable to and owed for the months of February – July of 2020, fees, penalties, and interest will resume September 1, 2020

II. Tourism PID Mid-Year Adjustments

The Tourism PID is funded through a 2% assessment on the consideration received from occupancy of any sleeping room furnished by a hotel in the Tourism PID. Due to the steep drop in hotel occupancy rates as a result of the COVID-19 situation, Tourism PID Assessment revenue is now projected to be 45% less than originally budgeted.

Consequently, staff has proactively worked with the Fort Worth Tourism Public Improvement District Corporation (FWTPIDC) and the Fort Worth Convention and Visitors Bureau (CVB), which are the contracted Tourism PID managers, to conduct a mid-year review of the Tourism PID's FY 2019-2020 budget. City staff, FWTPIDC, and CVB have identified the need to decrease the Tourism PID Assessment revenue by \$2,295,395.00 to account for the 45% reduction in assessment revenue. FWTPIDC and CVB request the use of fund balance in the amount of \$853,468.00 to cover operational expenses for the remainder of the fiscal year. The budgeted expenses show a reduction in each category line item for the current fiscal year service plan (see table below).

Revenue Adjustments:

Line Item to be Adjusted	Previously Approved FY20 Budget Item	Recommended Mid-Year Adjustment	Amended FY20 Budget Item
PID Assessments	\$5,155,878.00	\$(2,295,395.00)	\$2,860,483.00
Use of Fund Balance	-	\$853,468.00	\$853,468.00
Total Budget Revenue	\$5,155,878.00	\$(1,441,927.00)	\$3,713,951.00

Expenditure Adjustments:

Line Items to be Adjusted	Previously Approved FY20 Budget Item	Recommended Mid-Year Adjustment	Amended FY20 Budget Item
Incentive & Sales Efforts	\$2,167,873.00	\$(525,515.00)	\$1,642,358.00

Line Items to be Adjusted	Previously Approved FY20 Budget Item	Recommended Mid-Year Adjustment	Amended FY20 Budget Item
Marketing and Research (Promotion/Advertising)	\$1,785,307.00	\$(504,246.00)	\$1,281,061.00
Site Visit & Familiarization Tours	\$510,088.00	\$(303,650.00)	\$206,438.00
Cultural Enhancements through Marketing and Promotion of the Arts	\$382,566.00	\$(78,316.00)	\$304,250.00
Operations & Administration	\$255,044.00	\$(30,200.00)	\$224,844.00
Totals	\$5,100,878.00	\$(1,441,927.00)	\$3,658,951.00

Staff supports FWTPIDC's and CVB's recommended mid-year budget adjustments. Upon approval of the above recommendations, the total budgeted expenses for FY 2019-2020 will be \$3,658,951.00. This mid-year budget adjustment will decrease the unaudited, unassigned fund balance by a total of \$853,468.00. The revised Budget and 8-Year Service Plan will take effect upon approval by City Council. The proposed changes to the Tourism PID's FY 2019-2020 budget complies with the City's reserve requirements

The Tourism PID is located in ALL COUNCIL DISTRICTS.

A Form 1295 is not required because this M&C does not request approval of a contract with a business entity.

A Form 1295 is not required because: This M&C does not request approval of a contract with a business entity.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendations and adoption of the attached appropriation ordinance, funds will be available in the current operating budget, as appropriated of the FWPID #18-Tourism Fund. Prior to any expenditure being incurred, the Financial Management Services Department has the responsibility to validate the availability of funds.

Submitted for City Manager's Office by: Jay Chapa 5804

Originating Business Unit Head: Reginald Zeno 8500

Additional Information Contact: John Samford 2318

A Resolution

NO. 5230-05-2020

**APPROVING AN AMENDED BUDGET AND EIGHT-YEAR SERVICE PLAN FOR
FORT WORTH PUBLIC IMPROVEMENT DISTRICT NO. 18 (TOURISM PID)
FOR FISCAL YEAR 2019-2020**

WHEREAS, pursuant to Resolution No. 4837-08-2017, the City Council established the Fort Worth Public Improvement District No. 18 (“**Tourism PID**”) on August 29, 2017;

WHEREAS, in accordance with Chapter 372 of the Texas Local Government Code, on September 17, 2019, the City Council approved a budget for the 2019-2020 fiscal year and an eight-year service plan for the Tourism PID pursuant to M&C 19-0152;

WHEREAS, pursuant to City Secretary Contract No. 50298, the City has contracted with the Fort Worth Tourism Public Improvement District and Fort Worth Convention and Visitors Bureau (collectively, “Contractors”) to manage the day-to-day administration of the Tourism PID;

WHEREAS, in accordance with the Texas Local Government Code, the City has assigned to Contractors the responsibility for preparing the annual budget and service plan for the Tourism PID;

WHEREAS, City staff annually conducts mid-year reviews of the Tourism PID budget to ensure that actual Tourism PID expenditures correspond with budgeted expenses; and

WHEREAS, in consultation with the Contractors regarding actual Tourism PID expenditures and necessary programs and services required to date, City staff recommends that the City Council approve an amended budget for the Tourism PID for the 2019-2020 fiscal year and eight-year service plan.

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

1. The Fiscal Year 2019-2020 Budget and Eight-Year Service Plan for the Tourism PID is hereby amended and approved in accordance with **Exhibit “A”**, which is attached hereto.
2. This Resolution shall take effect immediately following its adoption.

Adopted this 5th day of May 2020.

ATTEST:

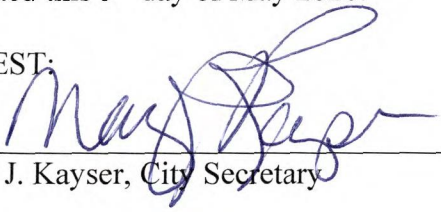
By: 
Mary J. Kayser, City Secretary



EXHIBIT A

Fort Worth Tourism Public Improvement District

Fiscal Year	2020	2021	2022	2023	2024	2025	2026	2027	8- Year
TPID Collections	\$ 2,860,483	\$ 5,410,922	\$ 5,678,718	\$ 5,959,904	\$ 6,255,149	\$ 6,565,158	\$ 6,890,665	\$ 7,232,449	\$ 46,853,448
Use of Fund Balance	\$ 853,468								
Budget Revenues	\$ 3,713,951								
<u>Petition Categories</u>	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated	Estimated
Incentives & Sales Efforts	\$ 1,642,358.00	\$ 2,276,267	\$ 2,390,080	\$ 2,509,584	\$ 2,635,064	\$ 2,766,817	\$ 2,905,158	\$ 3,050,416	\$ 20,175,744
Marketing and Research (Promotion/ Advertising)	\$ 1,281,061.00	\$ 1,874,573	\$ 1,968,301	\$ 2,066,717	\$ 2,170,052	\$ 2,278,555	\$ 2,392,483	\$ 2,512,107	\$ 16,543,849
Site Visits & Familiarization Tours	\$ 206,438.00	\$ 535,592	\$ 562,372	\$ 590,490	\$ 620,015	\$ 651,016	\$ 683,566	\$ 717,745	\$ 4,567,234
Cultural Enhancements through Marketing and promotion of the Arts	\$ 304,250.00	\$ 401,694	\$ 421,779	\$ 442,868	\$ 465,011	\$ 488,262	\$ 512,675	\$ 538,309	\$ 3,574,848
Operations & Administration	\$ 224,844.00	\$ 267,796	\$ 281,186	\$ 295,245	\$ 310,007	\$ 325,508	\$ 341,783	\$ 358,872	\$ 2,405,241
City Administrative Fee	\$ 55,000.00	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 440,000
	\$ 3,713,951	\$ 5,410,922	\$ 5,678,718	\$ 5,959,904	\$ 6,255,149	\$ 6,565,158	\$ 6,890,665	\$ 7,232,449	\$ 47,706,916

Fort Worth Tourism Public Improvement District

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	\$ 3,713,951	\$ 5,410,922	\$ 5,678,718	\$ 5,959,904	\$ 6,255,149	\$ 6,565,158	\$ 6,890,665	\$ 7,232,449	\$ 47,706,916