

**FIRST AMENDMENT TO CITY SECRETARY CONTRACT NUMBER 57359
A DEVELOPER FUNDING AGREEMENT
FOR WALSH RANCH MASTER DRAINAGE STUDY**

This **FIRST AMENDMENT TO CITY SECRETARY CONTRACT NUMBER 57359** (“First Amendment”) is made and entered into by and between the **City of Fort Worth**, a home-rule municipal corporation of the state of Texas (“City”), and **Walsh Ranches Limited Partnership**, a Texas limited partnership (“Developer”).

WHEREAS, Developer, is the owner of a tract of land known as Walsh Ranch located in Tarrant and Parker Counties, Texas (“Property”); and

WHEREAS, in order to develop the Property, Developer is required to conduct studies and construct public infrastructure in accordance with the City’s stormwater rules, regulations, and requirements; and

WHEREAS, Developer and City, in order to reduce the engineering effort for both parties and provide a drainage plan that will guide future development upstream of Developer’s Property in the same watershed and better protect properties downstream of Developer’s Property from adverse drainage impacts due to upstream development, desire to conduct an integrated and collaborative engineering master study of Developer’s Property with comprehensive and consistent assumptions about drainage factors upstream of Developer’s Property in the same watershed (“Walsh Ranch Master Drainage Study”); and

WHEREAS, Developer and City conducted a preliminary feasibility study for the Walsh Ranch Master Drainage Study to determine whether to proceed with the full study; and

WHEREAS, City entered into an agreement with Freese and Nichols, Inc. (“Engineer”) to conduct the feasibility study at a cost of \$90,000.00, City Secretary Contract Number 56932,

WHEREAS, City and Developer entered into a Developer Funding Agreement for the Walsh Ranch Master Drainage Study, City Secretary Contract No. 57359 (“Agreement”), with City and Developer each contributing half of the cost of the feasibility study; and

WHEREAS, after completion of Task 1 of the feasibility study, the City and Walsh have determined that the preliminary engineering drainage study should be completed, and based upon the study and its assumptions about drainage factors upstream of Walsh Ranch, a comprehensive master drainage plan for Walsh Ranch should be completed; and

WHEREAS, City and Developer desire to amend the Agreement for each party to fund half of the cost of completing the preliminary engineering drainage study and the comprehensive master drainage plan;

NOW THEREFORE, City and Developer, acting herein by and through their duly authorized representatives, enter into the following agreement, which amends City Secretary Contract Number 57359:

1.

Section 2 of the Agreement is amended to add the following paragraphs after the first paragraph:

Developer agrees to pay to City the Additional Contribution amount anticipated to be \$320,000.00 for City to contract with Engineer to: (a) complete the preliminary engineering drainage study, including an assessment of properties in the same watershed that are upstream of Walsh Ranch, and (b) based on the study, and its assumptions about drainage factors upstream of Walsh Ranch, to develop a comprehensive master drainage plan for all of Walsh Ranch (“Preliminary Study and Plan”). The Preliminary Study and Plan performed by Engineer is expected to include completion of the base conditions modeling, the development of future conditions modeling, and the development of a plan to mitigate impacts associated with the Walsh Ranch development. The steps in the Preliminary Study and Plan shall be performed through separately issued task orders, and the scope / fee associated with the individual task orders will be reviewed and agreed upon by the City and Developer prior to Engineer being authorized to proceed. Additionally, Developer will pay to the City Developer’s portion of the agreed upon task order fee prior to Engineer being authorized to proceed. The City will not authorize Engineer to proceed with each Task Order, until funding from the Developer is received. The City shall provide copies of Engineer’s invoices to Developer for their records, but Developer will have no obligations to remit payment directly to Engineer.

If any amount over \$640,000.00 is due to Engineer for the Preliminary Study and Plan, Developer shall remit half the additional cost to City within 30 days of receipt of a request for same. Prior to Engineer proceeding with any work that will result in the overall cost of the Preliminary Study and Plan exceeding \$640,000.00, City and Developer will consult and agree that such additional work will be commissioned and what the estimated cost for the additional work will be. If any credit or refund is due Developer at the completion and final accounting of the Preliminary Study and Plan, City shall refund such amount to Developer.

2.

Section 3 of the Agreement is amended in its entirety to be and read as follows:

Feasibility Study; Preliminary Study and Plan

City shall hire Engineer to conduct the feasibility study and the Preliminary Study and Plan. City shall own the feasibility study and the Preliminary Study and Plan produced by Engineer. Developer shall assist with the completion of the feasibility study and the Preliminary Study and Plan by Developer providing all information requested by Engineer. Developer shall not have the right to direct Engineer in the preparation of the feasibility study or the Preliminary Study and Plan.

3.

- a. All other provisions of the Agreement which are not expressly amended herein, shall remain in full force and effect.

- b. All terms in this First Amendment that are capitalized, but not defined, shall have the meanings ascribed to those terms in in the Agreement.

IN TESTIMONY WHEREOF, the City and Developer have executed this First Amendment to be effective on the date signed by the City’s Assistant City Manager.

CITY OF FORT WORTH

DEVELOPER

Dana Burghdoff
Assistant City Manager

Walsh Ranches Limited Partnership,
a Texas limited partnership

By: Walsh North Star Company, LLC
a Delaware limited liability company,
its general partner

Date: _____

Recommended by:

Ryan B. Dickerson
Vice President

William M. Johnson, Director
Transportation and Public Works
Department

Date: _____

Approved as to Form & Legality:

Richard A. McCracken
Sr. Assistant City Attorney

Contract Compliance Manager:
By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including all performance and reporting requirements.

M&C: _____
Form 1295: 2022-897699

ATTEST:

Jannette S. Goodall
City Secretary

Jennifer Dyke, Stormwater Program
Manager
TPW – Stormwater Division