



Routing and Transmittal Slip
TPW Stormwater Management

DOCUMENT TITLE:

M&C: _____ CPN _____ **CSO** _____ DOC# _____

This contract is for the purpose of: Partnering with Walsh Ranches LP to conduct a regional drainage study of Mary’s Creek watershed and development of a master drainage plan for Walsh Ranch properties.

DATE to 1 st Reviewer:	INITIALS	DATE OUT
1. Jennifer Dyke, TPW		Mar 31, 2022
2. Greg Simmons, TPW	<i>gss</i>	Apr 1, 2022
3. William M. Johnson, TPW		Apr 3, 2022
4. Richard McCracken, Legal		04/05/22
5. Dana Burghdoff, CMO		04/05/22
6. Allison Tidwell		04/05/22
7. Jannette Goodall- City Secretary		04/05/22
8. Vania Soto		04/08/22

DOCUMENTS FOR CITY MANAGER’S SIGNATURE: All documents received from any and all City Departments requesting City Manager’s signature for approval **MUST BE ROUTED TO THE APPROPRIATE ACM** for approval first. Once the ACM has signed the routing slip, David will review and take the next steps.

NEEDS TO BE NOTARIZED: Yes No

RUSH: Yes No **SAME DAY:** Yes No **NEXT DAY:** Yes No

ROUTING TO CSO: Yes No

Action Required:

- As Requested
- For Your Information
- Signature/Routing and or Recording
- Comment
- File

Attach Signature, Initial and Notary Tabs

Return to: Please call Greg Simmons at ext. 7862 for pick up when completed. Thank you.

**DEVELOPER FUNDING AGREEMENT
FOR WALSH RANCH MASTER DRAINAGE STUDY**

This **DEVELOPER FUNDING AGREEMENT FOR WALSH RANCH MASTER DRAINAGE STUDY** ("Agreement") is by and between the City of Fort Worth, Texas, a home-rule municipal corporation of the State of Texas ("City"), and Walsh Ranches Limited Partnership, a Texas limited partnership ("Developer"). City and Developer are referred to herein individually as a "party" and collectively as the "parties."

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 desire to conduct a preliminary feasibility study for the Walsh Ranch Master Drainage Study to determine whether to proceed with the full study; and

WHEREAS, City has selected Freese and Nichols, Inc. ("Engineer") to conduct the feasibility study at a cost of \$90,000.00; and

WHEREAS, Developer agrees to pay for half the cost of the feasibility study; and

WHEREAS, Developer will make a contribution to the City in the amount of \$45,000.00 (the "Contribution"), the estimated cost of half the feasibility study; and

WHEREAS, after final accounting of costs of the feasibility study, if any additional amount is owed to the City for the Developer's half of the feasibility study cost, Developer shall remit same to the City or if any credit or refund is owed to Developer, City shall remit same to Developer.

NOW THEREFORE, in consideration of the above recitals and the promises and covenants herein, City and Developer do hereby agree as follows:

**1.
Incorporation of Recitals**

The recitals set forth above are incorporated into and made a part of this Agreement.

**2.
Contribution Amount**

Contemporaneously with the execution of this Agreement, Developer will provide to City the Contribution amount of \$45,000.00 for City to contract with Engineer to conduct the feasibility study for the Walsh Ranch Master Drainage Study. Developer's Contribution amount of \$45,000.00 to the City is an estimate of one half of Engineer's costs related to the feasibility study. If any amount over \$90,000.00 is due to Engineer for the feasibility study, subject to the following sentence, Developer shall remit one half of the additional cost to City within 30 days of Developer's receipt of a request for same. Prior to Engineer proceeding with any work related to the feasibility study that will result in the overall cost exceeding \$90,000.00, City and Developer will consult and must agree that Engineer's additional work will be commissioned and what the estimated cost for the additional work will be. Upon Engineer's completion of the feasibility study for the Walsh Ranch Master Drainage Study, City shall provide Developer with an invoice from Engineer itemizing the total costs incurred by Engineer for such feasibility study. If any credit or refund is due to Developer at the completion and final accounting of the feasibility study, City shall refund such amount to Developer.

**3.
Feasibility Study**

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

**4.
Notices**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, its agents, employees, servants or representatives, (2) delivered by electronic means with confirmation of the transmission, or (3) when deposited in the United States mail with postage prepaid addressed as follows:

City:

City of Fort Worth
Attn: Greg Simmons
200 Texas Street
Fort Worth, TX 76102-6311
Email: greg.simmons@fortworthtexas.gov
Telephone: 817-392-7862

Developer:

Walsh Ranches Limited Partnership
Attn: Ryan B. Dickerson
155 Walsh Drive
Aledo, Texas 76008
Email: rdickerson@walshcompanies.com
Telephone: (817) 334-7966

With copies to the City Attorney and
City Manager at the same address.

**5.
Right to Audit**

Developer agrees that, until the expiration of three (3) years after completion of the feasibility study by Engineer, that the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Developer involving transactions relating to this Agreement. Developer agrees that the City shall have access during normal working hours to all necessary Developer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Developer reasonable advance notice of intended audits.

6.

Independent Contractor

It is expressly understood and agreed that Developer and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers shall operate as independent contractors as to all rights and privileges and work performed under this Agreement, and not as agents, representatives or employees of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Developer shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and its officers, representatives, agents, servants and employees, and Developer and its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Developer. It is further understood that the City shall in no way be considered a co-employer or a joint employer of Developer or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of Developer. Neither Developer, nor any officers, agents, servants, employees or subcontractors of Developer shall be entitled to any employment benefits from the City. Developer shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

The City, through its authorized representatives and employees, shall have the sole and exclusive right to exercise jurisdiction and control over City employees.

7.

Applicable Law; Venue

This Agreement shall be construed under and in accordance with Texas law. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

8.

Non-Waiver

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely on any such term or right on any future occasion.

9.

Governmental Powers and Immunities.

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10.

Headings

The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

11.
Severability

In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

12.
Review of Counsel

If each so choose, City's and Developer's attorneys have had the opportunity to review and comment on this Agreement; therefore any rule of contract construction or interpretation that would normally call for a document to be interpreted as against the drafting party shall not apply in interpretation of this Agreement, and each section, portion, and provision of this Agreement shall be construed solely on the basis of the language contained therein, regardless of who authored such language.

13.
Prohibition on Boycotting Israel

Developer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company with 10 or more full-time employees that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" have the meanings ascribed to those terms by Chapter 2271 of the Texas Government Code. To the extent that Chapter 2271 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

14.
Prohibition on Boycotting Energy Companies

Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meanings ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

15.
Prohibition on Discrimination Against Firearm and Ammunition Industries

Developer acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering

into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

16.

Immigration and Nationality Act

Developer shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Developer shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Developer shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Developer employee who is not legally eligible to perform such services. ***DEVELOPER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DEVELOPER, DEVELOPER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.*** City, upon written notice to Developer, shall have the right to immediately terminate this Agreement for violations of this provision by Developer.

17.

Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the City and Developer.

18.

Assignment and Successors

Developer shall not assign or subcontract all or any part of its rights, privileges, or duties under this Agreement without the prior written consent of City. Any attempted assignment or subcontract without the City's prior written approval shall be void and constitute a breach of this Agreement.

19.

No Third-Party Beneficiaries

The provisions and conditions of this Agreement are solely for the benefit of the City and Developer, and any lawful assign or successor of Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

20.

Compliance with Laws, Ordinances, Rules and Regulations

Developer, its officers, agents, servants, employees, and contractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of City. It is agreed and understood that, if City calls to the attention of Developer any such violation on the part of Developer or any of its officers, agents, servants, employees, or subcontractors, then Developer shall immediately desist from and correct such violation.

**21.
Signature Authority**

The person signing this Agreement on behalf of Developer warrants that he or she has the legal authority to execute this Agreement on behalf of the Developer, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The City is fully entitled to rely on this warranty and representation in entering into this Agreement.

**22.
Counterparts**

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

**23.
Entire Agreement**

This written instrument, together with any attachments, exhibits, and appendices, constitutes the entire understanding between the City and Developer concerning the work to be performed hereunder, and any prior or contemporaneous, oral or written agreement that purports to vary from the terms hereof shall be void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement by their duly authorized representatives to be effective on the date signed by the Assistant City Manager.

CITY OF FORT WORTH, TEXAS:

Dana Burghdoff

Dana Burghdoff (Apr 5, 2022 15:07 CDT)

Dana Burghdoff
Assistant City Manager

Date: 04/05/22

APPROVAL RECOMMENDED:

William M. Johnson

Wj (Apr 3, 2022 16:29 CDT)

William M. Johnson, Director
Transportation and Public Works Department

APPROVED AS TO FORM AND LEGALITY:

Richard A. McCracken

Richard A. McCracken (Apr 5, 2022 14:22 CDT)

Richard A. McCracken
Senior Assistant City Attorney

M&C: 22-0162

Form 1295: 2022-851944

ATTEST:

Jannette S. Goodall

Jannette S. Goodall (Apr 5, 2022 16:04 CDT)

Jannette S. Goodall
City Secretary

CONTRACT COMPLIANCE MANAGER:

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

Greg Simmons

Greg Simmons, Assistant Director
TPW – Stormwater Division

DEVELOPER:

Walsh Ranches Limited Partnership,
a Texas limited partnership

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

By: Ryan B. Dickerson

Name: Ryan B. Dickerson

Its: Vice President

Date: 3/22/2022

CITY COUNCIL AGENDA



[Create New From This M&C](#)

DATE:	3/8/2022	REFERENCE NO.:	**M&C 22-0162	LOG NAME:	20WALSHREGIONALDRAINAGEPLAN
CODE:	C	TYPE:	CONSENT	PUBLIC HEARING:	NO

SUBJECT: (ALL) Authorize Execution of a Developer Funding Agreement in the Amount of \$90,000.00 with Walsh Ranches Limited Partnership, with Developer Contributions in the Amount of \$45,000.00 and City Participation in the Amount of \$45,000.00, to Cost Share in a Regional Drainage Study and the Development of a Master Drainage Plan for Walsh Ranch, Adopt Attached Appropriation Ordinance, and Amend the Fiscal Years 2022-2026 Capital Improvement Program

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize execution of a Developer Funding Agreement in the amount of \$90,000.00 with Walsh Ranches Limited Partnership, with developer contributions in the amount of \$45,000.00, and City participation in the amount of \$45,000.00, to cost share in a regional drainage study and the development of a Master Drainage Plan for Walsh Ranch;
2. Adopt the attached appropriation ordinance adjusting estimated receipts and appropriations in the Stormwater Capital Projects Fund by increasing estimated receipts and appropriations in the Walsh Ranch Regional SW Plan (City Project No 103844) in the amount of \$90,500.00 and decreasing estimated receipts and appropriations in the Flooding Assessments Programmable (City Project No. P00046) by the same amount;
3. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the Developer Contribution Fund, in the amount of \$45,000.00, from available funds, for the purpose of funding the regional drainage study and Walsh Ranch Master Plan project (City Project No.103844); and
4. Amend the Fiscal Years 2022-2026 Capital Improvement Program.

DISCUSSION:

This Mayor and Council Communication (M&C) recommends authorization of a Developer Funding Agreement with Walsh Ranches Limited Partnership (Walsh) to cost share in a regional drainage study and the development of a Master Drainage Plan for Walsh Ranch.

Background

As the Walsh Ranch development has progressed in recent years it has become apparent that the review and permitting of site development for the remaining properties would be significantly more efficient, and the drainage impacts of all development in the same area better accounted for, if a more regional approach were taken to develop a drainage plan. Specifically, that would entail: (a) conducting a drainage study that includes 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, development of a comprehensive master drainage plan for all of Walsh Ranch.

With such a comprehensive plan in place, future phases could be planned and designed based on baseline drainage conditions and an overall concept for meeting City of Fort Worth (City) drainage standards that have already been agreed upon by Walsh, their consultants, and City staff. This will significantly reduce the design effort for the Walsh team and the review effort for City staff leading to expedited acceptance of the drainage plan for each phase of the Walsh Ranch development.

In addition to the benefits described above, this regional approach to assessing the drainage impacts of development in this watershed will:

1. More comprehensively mitigate the risk of adverse drainage impact for properties downstream of the Walsh Ranch development;
2. Provide valuable guidance and a drainage plan that can be used for developments in the City of Fort Worth that are located upstream of Walsh Ranch; and
3. Provide a case study to determine the potential value and feasibility of commissioning similar regional studies and master drainage plans for other undeveloped areas of the City.

Given the benefits that this initiative will provide to both Walsh and the City, both parties have agreed to a 50/50 cost split for the engineering effort. The initial phase of the engineering effort will establish clear, and mutually agreed upon, goals and deliverables for the study and initiate the preliminary engineering. The estimated cost of this phase is \$90,000.00 with Walsh's share being \$45,000.00.

The work and collaboration during the initial phase will also ensure the feasibility of ultimately achieving the desired outcome of the full study. If at any time during this phase the City and Walsh conclude that it is not feasible to achieve the desired outcome, the initiative will be terminated and the costs to that point will be split 50/50. If, at the end of this phase, the City and Walsh agree that it is feasible to achieve the desired outcome, the agreement will need to be amended to include the full study.

It is expected that the cost of the full study will be an additional \$400,000.00 - \$500,000.00. As with the initial agreement, costs for the full study will be split 50/50 between the City and Walsh. The City's cost share will come from the Stormwater Utility.

Freese and Nichols Inc. was selected to be the most qualified consultant to conduct the study based on their submissions on the Transportation and Public Works Department, Stormwater Management Division's Request for Qualifications for stormwater management professional and engineering services issued on July 29, 2021. The engineering agreement for the initial phase was executed administratively for a total cost not-to-exceed \$90,000.00. If as a result of the initial phase the decision is made to commission the full study, a M&C will be presented to City Council recommending amendments to the engineering agreement and the Developer Funding Agreement.

The action in this M&C will amend the Fiscal Year 2022 Adopted Budget as approved in connection with Ordinance 25073-09-2021, Section 6. Capital Improvements, as listed on page 27 as follows:

Capital Fund Name	Project Name	FY2022 CIP Appropriations	Authority	Budget Adjustment	Revised FY2022 Budget
Stormwater Capital Projects Fund	103844 Walsh Ranch Regional SW Plan	\$0.00	This M&C	\$90,500.00	\$90,500.00
Stormwater Capital Projects Fund	P00046 Flooding Assessments Programmable	\$1,292,982.00	This M&C	\$(90,500.00)	\$1,202,482.00
Developer Contribution Fund	103844 Walsh Ranch Regional SW Plan	\$0.00	This M&C	\$45,000.00	\$45,000.00

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that funds are currently available in the Stormwater Capital Fund and upon approval of the above recommendations, adoption of the attached appropriation ordinances and receipt of funds from Walsh, funds will be available in the Developer Contribution Fund for the above-mentioned project. Prior to an expenditure being incurred, the Transportation and Public Works Department has the responsibility of verifying the availability of funds.

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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Submitted for City Manager's Office by: Dana Burghdoff (8018)

Originating Department Head: William Johnson (7801)

Additional Information Contact: Greg Simmons (7862)

ATTACHMENTS

[021722 1295 WALSH.pdf](#) (CFW Internal)

[20WALSHREGIONALDRAINAGEPLAN_funds_availability.pdf](#) (CFW Internal)

[20WALSHREGIONALDRAINAGEPLAN_Updated_FID_table.xlsx](#) (CFW Internal)

[20WALSHREGIONALDRAINAGEPLAN_30104_Rec1.docx](#) (Public)

[20WALSHREGIONALDRAINAGEPLAN_52002_Rec2.docx](#) (Public)

[FID_Table_for_Walsh_Ranch_SW_Plan_MC.xlsx](#) (CFW Internal)

[Walsh_Ranch_Regional_SW_Plan_Budget_Summary.docx](#) (Public)

103844-DVFA-Walsh Ranch Master Drainage Study

Interim Agreement Report










2022-04-04

Created:	2022-04-01
By:	Andrea Munoz (Andrea.Munoz@fortworthtexas.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAXNbU_YBT6lhRlilRoJs8Rd2RWYVI9SAo

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"103844-DVFA-Walsh Ranch Master Drainage Study" History

-  Document created by Andrea Munoz (Andrea.Munoz@fortworthtexas.gov)
2022-04-01 - 0:22:51 AM GMT- IP address: 209.194.29.100
-  Document emailed to Jennifer M Dyke (Jennifer.Dyke@fortworthtexas.gov) for filling
2022-04-01 - 0:35:49 AM GMT
-  Email viewed by Jennifer M Dyke (Jennifer.Dyke@fortworthtexas.gov)
2022-04-01 - 2:45:35 AM GMT- IP address: 47.185.64.10
-  Form filled by Jennifer M Dyke (Jennifer.Dyke@fortworthtexas.gov)
Form filling Date: 2022-04-01 - 2:48:10 AM GMT - Time Source: server- IP address: 47.185.64.10
-  Document emailed to greg simmons (Gregory.Simmons@fortworthtexas.gov) for signature
2022-04-01 - 2:48:12 AM GMT
-  Email viewed by greg simmons (Gregory.Simmons@fortworthtexas.gov)
2022-04-01 - 1:51:03 PM GMT- IP address: 137.27.171.6
-  Document e-signed by greg simmons (Gregory.Simmons@fortworthtexas.gov)
Signature Date: 2022-04-01 - 2:04:09 PM GMT - Time Source: server- IP address: 209.194.29.100
-  Document emailed to Wj (William.Johnson@fortworthtexas.gov) for signature
2022-04-01 - 2:04:11 PM GMT
-  Email viewed by Wj (William.Johnson@fortworthtexas.gov)
2022-04-01 - 2:58:11 PM GMT- IP address: 104.28.50.176

 Email viewed by Wj (William.Johnson@fortworthtexas.gov)

2022-04-03 - 9:28:15 PM GMT- IP address: 107.77.222.111

 Document e-signed by Wj (William.Johnson@fortworthtexas.gov)

Signature Date: 2022-04-03 - 9:28:57 PM GMT - Time Source: server- IP address: 107.77.222.111

 Document emailed to Richard.McCracken@fortworthtexas.gov for signature

2022-04-03 - 9:28:59 PM GMT

 Email viewed by Richard.McCracken@fortworthtexas.gov

2022-04-04 - 4:34:43 PM GMT- IP address: 209.194.29.100

**ACTION BY WRITTEN CONSENT OF
THE SOLE MANAGER OF
WALSH NORTH STAR COMPANY, LLC**

February 21, 2020

The undersigned, being the sole manager (the "Manager") of Walsh North Star Company, a Delaware Limited Liability Company (the "Company"), hereby adopts the following resolution on behalf of the Company:

APPOINTMENT OF COMPANY OFFICERS

WHEREAS, the Manager, acting on behalf of the Company, deems it to be in the best interests of the Company to appoint officers of the Company; now, therefore, be it

RESOLVED, that the following persons are hereby appointed to serve as officers of the Company, and such persons shall continue to serve in such capacity until such persons' successors shall have been duly elected and qualified:

<u>Name</u>	<u>Office</u>
Gary Goble	Vice President
Ryan Dickerson	Vice President & General Counsel

FURTHER RESOLVED, that (i) such officers shall be authorized to act on behalf of Company and (ii) all actions taken by such officers on behalf of Company in such capacity, whether or not previously authorized or approved, are hereby ratified, confirmed and approved.

OMNIBUS RESOLUTIONS

RESOLVED, that the Manager and each officer of the Company be, and the same hereby is, authorized, empowered and directed for, in the Company's name and behalf, to do and perform all acts and deeds, to execute and deliver all documents, instruments and other agreements, to waive any and all conditions and do all things necessary or helpful to carry out and comply with the terms and provisions of the foregoing resolutions; and that all acts and deeds of such Manager and officers that are consistent with the purposes and intent of the foregoing resolutions shall be, and they hereby are, in all respects, ratified, approved, confirmed and adopted as the Company's acts and deeds; and, be it

FURTHER RESOLVED, that all actions heretofore taken by or on behalf of the Company with respect to the foregoing resolution and all other matters contemplated by the foregoing resolution are hereby in all respects, approved, adopted, ratified, and confirmed.

*Remainder of Page Intentionally Left Blank.
Signature Page Follows.*

IN WITNESS WHEREOF, the undersigned has executed this written consent of the Manager as of the date first written above.

SOLE MANAGER

By: 
Name: Gary F. Goble