

This Agenda is posted pursuant to Chapter 551, Texas Government Code

**Matters to Come Before a Meeting of the Board of Directors  
of Tarrant Regional Water District**

**To Be Held the 20<sup>th</sup> Day of February 2024 at 9:00 a.m.**

**Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to  
the Public at 8:30am and Close Fifteen (15) Minutes After the Meeting Adjourns**

**TRWD Board Room  
800 East Northside Drive  
Fort Worth, Texas 76102**

**PLEASE BE ADVISED THAT A QUORUM OF THE BOARD OF DIRECTORS OF TRWD  
WILL CONVENE ON THE ABOVE DATE AND TIME FOR THE PURPOSE OF  
CONSIDERING AND ACTING UPON THE MATTERS SET FORTH IN THIS AGENDA.  
THE LINK TO VIEW AND LISTEN TO THE MEETING VIA INTERNET IS  
<HTTPS://WWW.TRWD.COM/BOARDVIDEOS>. A RECORDING OF THE MEETING  
WILL ALSO BE AVAILABLE AT <HTTPS://WWW.TRWD.COM/BOARDVIDEOS>.**

---

**1. Pledges of Allegiance**

**2. Public Comment**

**Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. Each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.**

**3. Consider Approval of the Minutes from the Meeting Held on January 16, 2023**

**4. Consider Approval of a Consent Agenda**

**All items listed on the consent agenda are considered to be regular, routine, and ministerial items that require little or no discussion. Therefore, in the interest of efficiency there will be no separate discussion of these items and the board will act on them through one motion and vote. If a board member wishes for an item to be discussed and considered individually, upon the board member's request the item will be removed from the consent agenda and considered separately.**

- Consider Approval of Contract with Vallarino-Portela Va-Por dba Mint Cleaning Services for Janitorial Services for Eagle Mountain Offices and Twin Points Park**

- **Consider Approval of Contract with UpSpire/Presbyterian Night Shelter of Tarrant County for Floodway Trash Removal Service**
5. **Presentation of TXP's Updated Forecast of Trinity River Vision Tax Increment Financing District 9 (TIF9) - Sandy Newby, Chief Financial Officer**
  6. **Consider Approval of Contract with Freese & Nichols, Inc. for Value Engineering Services for Technical Evaluation of Stormwater Canal Structures - Kate Beck, Central City Flood Control Program Director**
  7. **Consider Approval of Agreement with Glass House Strategy for Creative Professional Services for the Regional Water Conservation Public Awareness Campaign - Linda Christie, Government Affairs Director**
  8. **Consider Approval of Agreement with RO Two Media, LLC for Media Purchase Services for the Regional Water Conservation Public Awareness Campaign - Linda Christie, Government Affairs Director**
  9. **Executive Session under Texas Government Code:**  
  
**Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter**
  10. **Consider Approval of Final Settlement Agreement in Cause No: 141-328142-21, *TRWD v. Enervest Operating, LLC, et al.*, in the 141<sup>st</sup> District Court in Tarrant County, Texas - Stephen Tatum, General Counsel**
  11. **Consider Approval of Revised Electric Service Agreement with the Navarro County Electric Cooperative related to Settlement of Cause No: D-1-GN-23-003173, *TRWD v. Navarro County Electric Cooperative*, in the 201<sup>st</sup> District Court in Travis County, Texas - Stephen Tatum, General Counsel**
  12. **Future Agenda Items**
  13. **Schedule Next Board Meeting**
  14. **Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 16<sup>th</sup> DAY OF JANUARY 2024 AT 9:00 A.M.

---

The call of the roll disclosed the presence of the Directors as follows:

Present  
Leah King  
James Hill  
Mary Kelleher  
C.B. Team  
Paxton Motheral

Also present were Dan Buhman, Alan Thomas, Crystal Alba, Darrel Andrews, Airin Barnett, Lisa Cabrera, Rick Carroll, Dustan Compton, Megan Cowan, Ellie Garcia, Zach Hatton, Nat Hill, Rachel Ickert, Laramie LaRue, Jennifer Mitchell, Sandy Newby, Mark Olson, Craig Parsons, Stephen Tatum, and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

All present were given the opportunity to join in reciting the Pledges of Allegiance to the U.S. and Texas flags.

2.

Public comment was received from Daniel Bennett, who spoke regarding item 3, minutes from the December Board meeting. Public comment was received from Lon Burnam, who spoke regarding public comment.

Director Team joined the meeting at 9:06 a.m.

3.

Director Hill moved to approve the minutes from the meeting held on December 12, 2023, subject to clarification on item 17. The amended sentence in item 17 reads as

follows: “With the recommendation of management, Director Hill moved to approve and authorize submission of a comment letter to the Texas Commission on Environmental Quality (TCEQ) which offers the District’s support to the City of Fort Worth on the City’s position regarding the BAP Kennor Landfill, LLC Municipal Solid Waste Registration application filed with the TCEQ to construct and operate a Type V Municipal Solid Waste facility for recycling construction and demolition wastes at 3411 Silver Creek Road.”

Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Team moved to approve a contract in the amount of \$379,818 with Plummer Associates, Inc. for Reservoir Model Development for Richland-Chambers Reservoir. Funding for this item is included in the Fiscal Years 2024 and 2025 Revenue Fund Budgets. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Team moved to approve Memorandum of Understanding Agreements with both the City of Dallas and North Texas Municipal Water District (NTMWD) for the Regional Water Conservation Public Awareness Campaign. The District, NTMWD, and Dallas will each provide a total annual contribution of \$583,334 for the campaign. The agreement with Dallas and the District also provides for additional funding up to \$86,666 per year to accommodate annual shared costs for the weekly watering advice tool. The agreement with Dallas has up to four (4) annual renewal options for a total potential cost not-to-exceed of \$3,350,000 and

the agreement with NTMWD has a five (5) year term limit for a total cost not-to-exceed of \$2,916,670. Funding for this item is included in the Fiscal Year 2024 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

6.

Sandy Newby, Chief Financial Officer, and Jennifer Mitchell, Finance Director, presented the District's Annual Comprehensive Financial Report for the Year Ended September 30, 2023. Tracey Guidrey Cooley, Audit & Assurance Managing Director with Deloitte & Touche, LLP, joined the meeting by phone.

7.

#### Staff Updates

- General Manager Update presented by Dan Buhman, General Manager
- Water Resources and Planning Update presented by Rachel Ickert, Chief Water Resources Officer
- UESI Project of the Year Award Update presented by Alan Thomas, Deputy General Manager
- IPL Tunnel Update presented by Ed Weaver, IPL Project Manager
- Water Conservation Awards Update presented by Dustan Compton, Conservation Manager
- Accounting and Purchasing Awards Update presented by Sandy Newby, Chief Financial Officer
- MWBE Vendor Participation Update presented by Crystal Alba, Diverse Business Specialist

The Board of Directors recessed for a break from 10:23 a.m. to 10:31 a.m.

8.

The Board next held an Executive Session commencing at 10:31 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property.

Upon completion of the executive session at 10:47 a.m., the President reopened the meeting.

9.

With the recommendation of management, Director Kelleher moved to approve authorization to acquire, by purchase, interests in the following described tract(s), which are necessary for the public use and purpose of construction and operation of the Cedar Creek Pipeline Rehab Project.

**A temporary easement interest across a 0.750-acre tract of land in the J. Lawrence Survey, Abstract No. 616, City of Midlothian, Ellis County, Texas, and being a portion of Lot 90X, Block 1 Greenway Trails Phase 2, an addition to the City of Midlothian as recorded in Instrument No. 2035350 of the Official Public Records of Ellis County, Texas, said Lot 90X, Block 1 being conveyed to Greenway Trails Owners Association, Inc. as recorded in Instrument No. 2155509 of said Official Public Records of Ellis County, Texas, and being further described in the accompanying resolution and in the survey plats attached hereto for the appraised purchase price of \$143,500.**

**EXHIBIT "A"**  
**TARRANT REGIONAL WATER DISTRICT**  
**CEDAR CREEK SECTION 2 REPLACEMENT**  
**PARCEL NO. 22A-TCE**

**TEMPORARY CONSTRUCTION EASEMENT**  
**J. LAWRENCE SURVEY, ABSTRACT NO. 616**  
**CITY OF MIDLOTHIAN**  
**ELLIS COUNTY, TEXAS**

Being a temporary construction easement situated in the J. Lawrence Survey, Abstract No. 616, City of Midlothian, Ellis County, Texas, and being a portion of Lot 90X, Block 1 Greenway Trails Phase 2, an addition to the City of Midlothian as recorded in Instrument No. 2035350 of the Official Public Records of Ellis County, Texas, said Lot 90X, Block 1 being conveyed to Greenway Trails Owners Association, Inc. as recorded in Instrument No. 2155509 of said Official Public Records of Ellis County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2 inch iron rod with cap stamped "GOODWIN MARSHALL" found for the south corner of Lot 59X, Block 6 of said Greenway Trails Addition Phase 2, said 1/2 inch iron rod with cap stamped "GOODWIN MARSHALL" being the east corner of Lot 1, Block 1 Richland Chambers Cedar Creek Interconnect Addition, an addition to the City of Midlothian as recorded in Instrument No. 1510855 of said Official Public Records of Ellis County, Texas, said 1/2 inch iron rod with cap stamped "GOODWIN MARSHALL" also being the north corner of Lot 60X, Block 6 of Greenway Trails Addition Phase 1, an addition to the City of Midlothian as recorded in Instrument No. 2014736 of the Official Public Records of Ellis County, Texas, said 1/2 inch iron rod with cap stamped "GOODWIN MARSHALL" also being in the westerly line of Walnut Ridge Drive (a 50.0' right-of-way); THENCE South 37 degrees 24 minutes 56 seconds West, with the southeast line of said Lot 1, Block 1 and with the northwest line of said Lot 60X, Block 6, a distance of 386.17 feet to a calculated point for the east corner of a 130' Pipeline Right-of-Way granted to Tarrant County Water Control and Improvement District Number One as recorded in Volume 490, Page 551 of said Deed Records of Ellis County, Texas, said calculated point being the north corner of a 130' Pipeline Right-of-Way granted to Tarrant County Water Control and Improvement District Number One as recorded in Volume 493, Page 618 of said Deed Records of Ellis County, Texas, said calculated point also being the west corner of a 50' Access & Utility Easement described as Parcel 1052.3 granted to Tarrant Regional Water District as recorded in Volume 2797, Page 2461 of said Deed Records of Ellis County, Texas; THENCE South 52 degrees 34 minutes 43 seconds East, with the northeast line of said 130' Pipeline Right-of-Way as recorded in Volume 493, Page 618 and with the southwest line of said Parcel 1052.3, passing at a distance of 99.01 feet, the southeasterly line of said Lot 60X, Block 6, and the westerly line of said Walnut Ridge Drive, and passing at a distance of 149.01 feet, the easterly line of said Walnut Ridge Drive and a westerly line of said Lot 90X, Block 1, in all, a distance of 318.65 feet to a

(Exhibit "A")

calculated point for the **POINT OF BEGINNING**, said calculated point being the south corner of said Parcel 1052.3, said calculated point having grid coordinates of N=6,880,215.08 and E=2,410,200.30;

**THENCE** North 73 degrees 17 minutes 59 seconds East, with the southeasterly line of said Parcel 1052.3, a distance of 257.86 feet to a calculated point for most southerly east corner of said Parcel 1052.3, said calculated point being in an east line of said Lot 90X, Block 1 and in the west line of F.M. Highway 661 (a variable width right-of-way), said calculated point also being in the east line of a 90' Easement & Access Area granted to Atmos as recorded in Volume 297, page 482 of said Deed Records of Ellis County, Texas, and Instrument No. 2006473 of said Official Public Records of Ellis County, Texas;

**THENCE** South 00 degrees 19 minutes 37 seconds East, with the east line of said Lot 90X, Block 1 and with the west line of said F.M. Highway 661, a distance of 264.24 feet to a calculated point for corner in the northeast line of said 130' Pipeline Right-of-Way as recorded in Volume 493, Page 618, from which a Type I TXDOT Monument found for an angle point in the west line of said F.M. Highway 661 and for an angle point in the east line of said Lot 90X, Block 1 bears South 00 degrees 19 minutes 37 seconds East , a distance of 419.08 feet;

**THENCE** North 52 degrees 34 minutes 43 seconds West, with the northeast line of said 130' Pipeline Right-of-Way as recorded in Volume 493, Page 618, a distance of 312.89 feet to the **POINT OF BEGINNING**, and containing 32,688 square feet or 0.750 acres of land, more or less.

(Exhibit "A")



**Notes:**


- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings and coordinates are referenced to the Texas State Plane Coordinate System, NAD-83(2011), North Central Zone (4202). All distances and areas shown are surface utilizing a surface adjustment factor of 1.000072449.

**\* SURVEYOR'S CERTIFICATE \***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

November 21, 2022

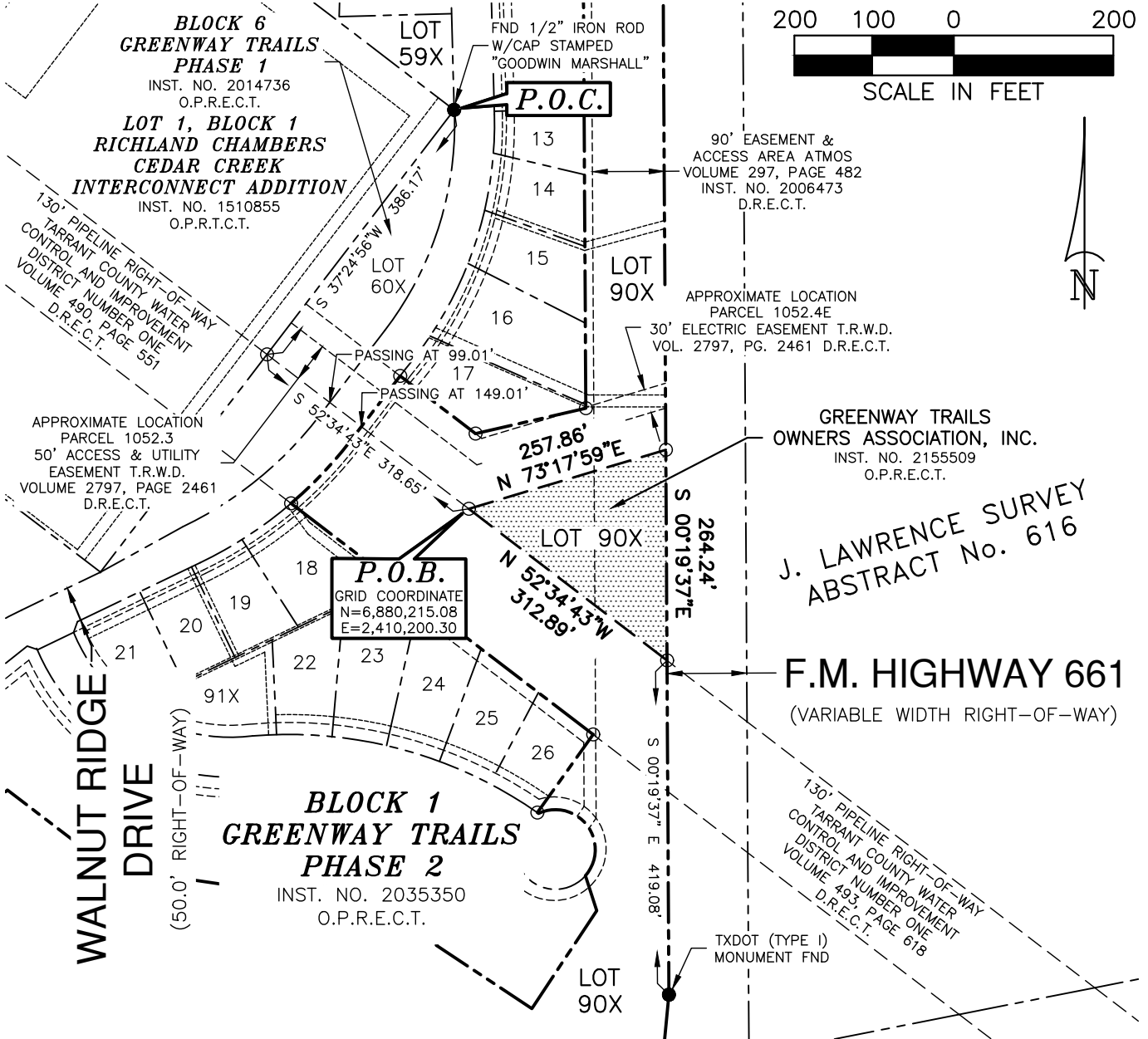


  
Richard Kennedy  
Registered Professional Land Surveyor  
Texas No. 5527  
Gorrondona & Associates, Inc.  
Texas Firm No. 10106900

(Exhibit "A")

# EXHIBIT "A"

## PARCEL No. 22A-TCE



# Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

## CEDAR CREEK SECTION 2 REPLACEMENT

PARCEL NO. 22A-TCE		TEMPORARY CONSTRUCTION EASEMENT
OWNER: GREENWAY TRAILS OWNERS ASSOCIATION, INC.		
SURVEY: J. LAWRENCE SURVEY, ABSTRACT NO. 616		
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS		
ACQUISITION AREA: 32,688 SQUARE FEET OR 0.75 ACRES		
WHOLE PROPERTY ACREAGE: 901,960 SQUARE FEET OR 20.706 ACRES (BY PLAT)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P22A_TCE.DWG
NOVEMBER 21, 2022	EXHIBIT	SCALE: 1" = 200'

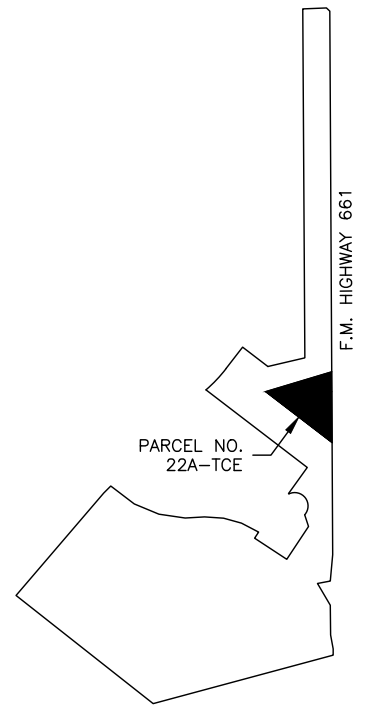


RICHARD KENNEDY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5527 TEXAS FIRM No. 10106900

**EXHIBIT "A"**  
**PARCEL No. 22A-TCE**

**LEGEND**

- ⊗ SET MONUMENTATION (SIZE AND TYPE NOTED)
- FND MONUMENTATION (SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- - - - - EXISTING EASEMENT LINE
- - - - - PROPOSED EASEMENT LINE
- — — — — § — SURVEY/ABSTRACT LINE



SUBJECT TRACT &  
LOCATION OF EASEMENT

**NOTES:**  
 1. A LEGAL DESCRIPTION OF SAME DATE HEREWITH ACCOMPANIES THIS PLAT.  
 2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83(2011), NORTH CENTRAL ZONE (4202). ALL DISTANCES AND AREAS SHOWN ARE SURFACE UTILIZING A SURFACE ADJUSTMENT FACTOR OF 1.000072449.



# Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

## CEDAR CREEK SECTION 2 REPLACEMENT

PARCEL NO. 22A-TCE		TEMPORARY CONSTRUCTION EASEMENT
OWNER: GREENWAY TRAILS OWNERS ASSOCIATION, INC.		
SURVEY: J. LAWRENCE SURVEY, ABSTRACT NO. 616		
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS		
ACQUISITION AREA: 32,688 SQUARE FEET OR 0.750 ACRES		
WHOLE PROPERTY ACREAGE: 901,960 SQUARE FEET OR 20.706 ACRES (BY PLAT)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P22A_TCE.DWG
NOVEMBER 21, 2022	EXHIBIT A	SCALE: 1" = 200'



RICHARD KENNEDY  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5527 TEXAS FIRM No. 10106900

In addition, the General Manager of TRWD or his designee is authorized to take all steps which may be reasonably necessary to complete the acquisition, including, but not limited to, the authority to pay all customary, reasonable and necessary closing and related costs. Funding for this item is included in the Bond Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

With the recommendation of management, Director Hill moved to approve authorization to acquire, by purchase, interests in the following described tract(s), which are necessary for the public use and purpose of construction and operation of the Cedar Creek Pipeline Rehab Project.

**A temporary easement interest across a 1.114-acre easement situated in the W.S Garvin Survey, Abstract No. 423, City of Midlothian, Ellis County, Texas, and being a portion of a called 34.000 acre tract of land conveyed to Kakarla Family Limited Partnership as recorded in Volume 846, Page 115 of the Deed Records of Ellis County, Texas, and being further described in the accompanying resolution and in the survey plats attached hereto for the negotiated purchase price of \$25,000.**

**EXHIBIT "A"**  
**TARRANT REGIONAL WATER DISTRICT**  
**CEDAR CREEK SECTION 2 REPLACEMENT**  
**PARCEL NO. 35-TCE**

**TEMPORARY CONSTRUCTION EASEMENT**  
**W.S. GARVIN SURVEY, ABSTRACT NO. 423**  
**CITY OF MIDLOTHIAN**  
**ELLIS COUNTY, TEXAS**

Being a temporary construction easement situated in the W.S Garvin Survey, Abstract No. 423, City of Midlothian, Ellis County, Texas, and being a portion of a called 34.000 acre tract of land conveyed to Kakarla Family Limited Partnership as recorded in Volume 846, Page 115 of the Deed Records of Ellis County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

**COMMENCING** at 1/2 inch iron rod found for an interior ell corner in an east and south line of said called 34.000 acre tract of land and the northwest corner of a tract of land conveyed to Vincent Caleb Gamel and Rana Gamel as recorded in Instrument No. 1528111 of the Official Public Records of Ellis County, Texas; **THENCE** South 89 degrees 44 minutes 20 seconds East, with a south line of said called 34.000 acre tract of land and with the north line of said tract of land conveyed to Vincent Caleb Gamel and Rana Gamel, a distance of 320.42 feet to a calculated point for the east corner of said called 34.000 acre tract of land and the northeast corner of said tract of land conveyed to Vincent Caleb Gamel and Rana Gamel, said calculated point being in the southwesterly line of the Union Pacific Railroad (a 100' width right-of-way); **THENCE** North 24 degrees 58 minutes 58 seconds West, with the northeasterly line of said called 34.000 acre tract of land and with the southwesterly line of said Union Pacific Railroad, a distance of 444.75 feet to a calculated point for the **POINT OF BEGINNING**, said calculated point being in the northeasterly line of a 130' Pipeline Right-of-Way described as Parcel One granted to Tarrant County Water Control and Improvement District Number One as recorded in Volume 494, Page 454 of said Deed Records of Ellis County, Texas, said calculated point having grid coordinates of N=6,868,213.80 and E=2,429,840.10;

**THENCE** North 57 degrees 32 minutes 06 seconds West, with the northeasterly line of said Parcel One, a distance of 993.85 feet to a calculated point for corner in the west line of said called 34.000 acre tract of land and in the east line of a tract of land conveyed to the City of Midlothian as recorded in Volume 2603, Page 2278 of said Deed Records of Ellis County, Texas, from which a 1/2 inch iron rod with cap stamped "DI SCIULLO AND TERRY" found for the south corner of said tract of land conveyed to the City of Midlothian bears South 00 degrees 04 minutes 44 seconds West, a distance of 77.11 feet, said 1/2 inch iron rod with cap stamped "DI SCIULLO AND TERRY" being the northeast corner of Millbrook Addition Phase One, an addition to the City of

(Exhibit "A")

Midlothian as recorded in Cabinet G, Slide 6 of the Plat Records of Ellis County, Texas;

**THENCE** North 00 degrees 04 minutes 44 seconds East, with the west line of said called 34.000 acre tract of land and with the east line of said tract of land conveyed to City of Midlothian, a distance of 59.21 feet to a calculated point for corner;

**THENCE** South 57 degrees 32 minutes 06 seconds East, a distance of 947.23 feet to a calculated point for corner in the northeasterly line of said called 34.000 acre tract of land and in the southwesterly line of said Union Pacific Railroad;

**THENCE** South 24 degrees 58 minutes 58 seconds East, with the northeasterly line of said called 34.000 acre tract of land and with the southwesterly line of said Union Pacific Railroad, a distance of 92.93 feet to the **POINT OF BEGINNING**, and containing 48,527 square feet or 1.114 acres of land, more or less.

**Notes:**

- (1) A plat of same date herewith accompanies this legal description.
- (2) All bearings and coordinates are referenced to the Texas State Plane Coordinate System, NAD-83(2011), North Central Zone (4202). All distances and areas shown are surface utilizing a surface adjustment factor of 1.000072449.

\* SURVEYOR'S CERTIFICATE \*

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FORM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUNDS AND THAT SAME IS TRUE AND CORRECT.

September 22, 2022

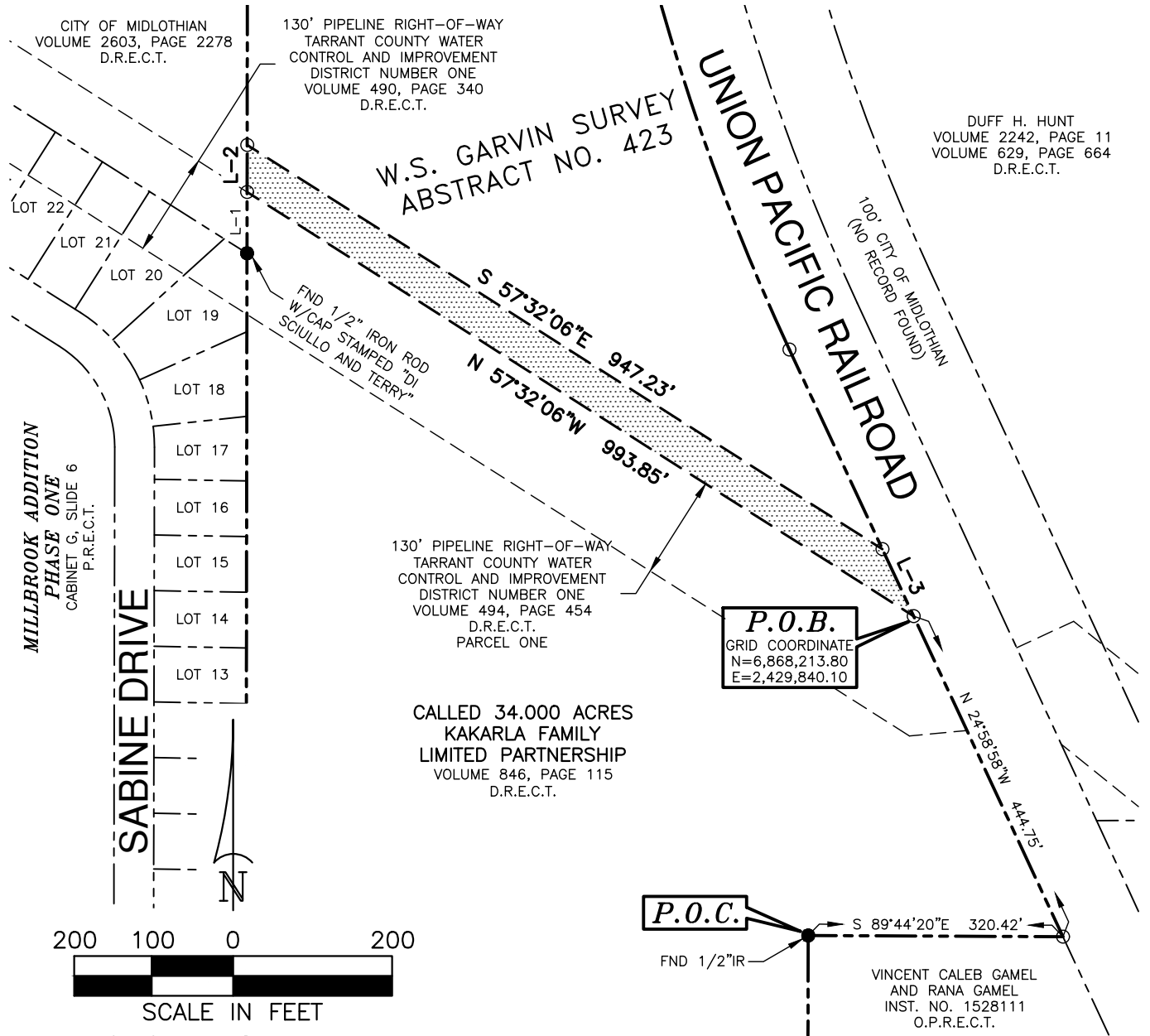


Richard Kennedy  
Registered Professional Land Surveyor  
Texas No. 5527  
Gorrondona & Associates, Inc.  
Texas Firm No. 10106900

(Exhibit "A")

# EXHIBIT "A"

PARCEL No. 35-TCE



## Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

### CEDAR CREEK SECTION 2 REPLACEMENT

PARCEL NO. 35-TCE	TEMPORARY CONSTRUCTION EASEMENT
OWNER: KAKARLA FAMILY LIMITED PARTNESHIP	
SURVEY: W.S. GARVIN SURVEY, ABSTRACT NO.423	
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS	
ACQUISITION AREA: 48,527 SQUARE FEET OR 1.114 ACRES	
WHOLE PROPERTY ACREAGE: 1,481,040 SQUARE FEET OR 34.000 ACRES (BY DEED)	

G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P35_TCE.DWG
DATE: SEPTEMBER 22, 2022	EXHIBIT A	SCALE: 1" = 200'



RICHARD KENNEDY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5527 TEXAS FIRM No. 10106900

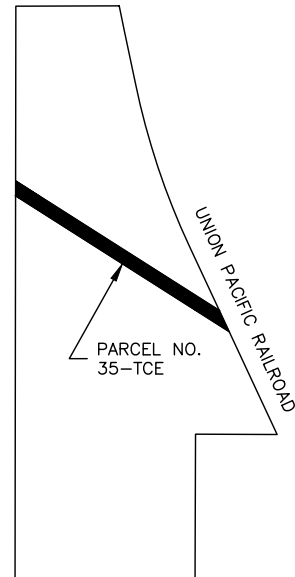
# EXHIBIT "A"

## PARCEL No. 35-TCE

### LEGEND

- ⊗ SET MONUMENTATION (SIZE AND TYPE NOTED)
- FND MONUMENTATION (SIZE AND TYPE NOTED)
- CALCULATED POINT
- — — — — PROPERTY/RIGHT-OF-WAY LINE
- — — — — EXISTING EASEMENT LINE
- — — — — PROPOSED EASEMENT LINE
- § ——— SURVEY/ABSTRACT LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 00°04'44"W	77.11'
L-2	N 00°04'44"E	59.21'
L-3	S 24°58'58"E	92.93'



SUBJECT TRACT &  
LOCATION OF EASEMENT

**NOTES:**

1. A LEGAL DESCRIPTION OF SAME DATE HERewith ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83(2011), NORTH CENTRAL ZONE (4202). ALL DISTANCES AND AREAS SHOWN ARE SURFACE UTILIZING A SURFACE ADJUSTMENT FACTOR OF 1.000072449.



# Tarrant Regional Water District

800 E. NORTHSIDE DRIVE • FORT WORTH, TEXAS 76102

## CEDAR CREEK SECTION 2 REPLACEMENT

PARCEL NO. 35-TCE		TEMPORARY CONSTRUCTION EASEMENT
OWNER: KAKARLA FAMILY LIMITED PARTNESHIP		
SURVEY: W.S. GARVIN SURVEY, ABSTRACT NO.423		
LOCATION: CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS		
ACQUISITION AREA: 48,527 SQUARE FEET OR 1.114 ACRES		
WHOLE PROPERTY ACREAGE: 1,481,040 SQUARE FEET OR 34.000 ACRES (BY DEED)		
G&AI JOB NO. B&V_1901.00	DRAWN BY: BM	CAD FILE: P35_TCE.DWG
DATE: SEPTEMBER 22, 2022	EXHIBIT A	SCALE: 1" = 200'



RICHARD KENNEDY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5527 TEXAS FIRM No. 10106900



In addition, the General Manager of TRWD or his designee is authorized to take all steps which may be reasonably necessary to complete the acquisition, including, but not limited to, the authority to pay all customary, reasonable and necessary closing and related costs. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

10.

There were no future agenda items approved.

11.

The next board meeting was scheduled for February 20, 2024, at 9:00 a.m.

12.

There being no further business before the Board of Directors, the meeting was adjourned.

---

President

---

Secretary

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 4

**DATE:** February 20, 2024

**SUBJECT:** Consider Approval of Consent Agenda

**RECOMMENDATION:**

Management recommends approval of the Consent Agenda.

---

**Item:** Contract for Janitorial Services for Eagle Mountain Offices and Twin Points Park

**Vendor:** Vallarino-Portela Va-Por dba Mint Cleaning Services

**Amount:** Year 1: \$69,940; Total Potential Spend: \$349,700 / FY 2024 General and Revenue Fund Budgets

**Reviewed by:** Construction and Operations Committee

This contract is to provide janitorial services for Eagle Mountain Offices and Twin Points Park totaling approximately 11,000 square feet for the amount of \$69,940 for a period of one (1) year. The District will have the option to renew for up to four (4) additional one (1) year periods for a total potential spend of \$349,700.

Invitation to Bid was solicited per statute (Texas Water Code Chapter 49) and two (2) bids were received. Nine (9) total vendors were solicited. Vallarino-Portela Va-Por dba Mint Cleaning Services was the lowest conforming bidder. Vallarino-Portela Va-Por dba Mint Cleaning Services is a certified diverse business. There are no other subcontracting opportunities.

---

**Item:** Contract for Floodway Trash Removal Service

**Vendor:** UpSpire/Presbyterian Night Shelter of Tarrant County

**Amount:** 1<sup>st</sup> Term: \$43,750; Total Potential Spend: \$268,750 / FY 2024 General Fund Budget

**Reviewed by:** Construction and Operations Committee

UpSpire/Presbyterian Night Shelter of Tarrant County provides all labor, supervision, material, and equipment necessary to remove trash from receptacles and across the Floodway at nineteen separate locations. Some locations have a twice-weekly service, while the locations around Marine Creek Reservoir are serviced three times a week.

The initial term and potential spend for this contract would be March 1, 2024 - September 30, 2024 (\$6,250/month, \$43,750/year). The District will have the option to renew for up to 3 additional renewal terms, for a potential total spend of \$268,750 from March 1, 2024 to September 30, 2027.

The Request for Proposals were solicited per statute (Texas Local Government Code Chapter 252) and 2 proposals were received. The evaluation team determined that UpSpire/Presbyterian Night Shelter submitted the proposal providing the best value to the District. Due to recommended vendor's non-profit status, diverse business goal is exempt.



## Bid Tabulation

**ITB No.** 24-051  
**Description** Janitorial Services for Eagle Mountain Offices and Twin Points Park  
**Due Date and Time** January 24, 2024 at 2:00 PM

Company Name	Eagle Mountain Offices (Per Week for 52 Weeks)	Twin Points Park (Per Week for 14 Weeks)	Annual Contract Total	Twin Points Park As Needed (Per Day)
Vallarino-Portela Va-Por dba Mint Cleaning Services	\$750.00	\$2,210.00	\$69,940.00	\$200.00
Vested Solutions	\$1,923.08	\$3,257.15	\$145,600.26	\$150.00

## 24-062 Floodway Trash Removal

Technical Quality Criteria	Total Points Available	<i>Savvy Moving Company</i>	<i>Presbyterian Night Shelter</i>
Price (per month)	25.00	10.78	25.00
		\$ 14,500.00	\$ 6,250.00
Contractor and Staff Qualifications	25.00	18.75	18.75
Contractors Approach to Perform Services	25.00	12.50	25.00
References	25.00	12.50	25.00
<b>Total</b>	<b>100.00</b>	<b>54.53</b>	<b>93.75</b>

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 5**

**DATE:** February 20, 2024

**SUBJECT:** Presentation of TXP's Updated Forecast of Trinity River Vision Tax Increment Financing District 9 (TIF9)

**FUNDING:** N/A

**DISCUSSION:**

Travis James with TXP will discuss their updated 50-year development activity and tax revenue projections for the TIF.

Please see attached TXP full report.

This item was reviewed by the Finance Committee on February 13, 2024.

**Submitted By:**

Sandy Newby  
Chief Financial Officer



February 6, 2024

Ms. Sandy Newby  
Director of Finance/CFO  
Tarrant Regional Water District  
800 East Northside Drive  
Fort Worth, Texas 76102

Dear Ms. Newby,

Thank you for the opportunity to provide consulting services to the Tarrant Regional Water District (TRWD). Building upon previous tax revenue forecasts we have performed for the TRWD over the past 15+ years, TXP has updated the 50-year development activity and tax revenue projections for the City of Fort Worth's Trinity River Vision Tax Increment Financing District 9 (TIF 9).

In 2022, the U.S. Army Corps of Engineers announced an allocation of over \$403 million from the federal government to support flood control efforts along the Trinity River as part of the Central City Flood Control Project. An additional \$20 million was allocated by the U.S. Army Corps of Engineers in Spring 2023. The U.S. Army Corps of Engineers currently projects that the flood control project could be completed by 2033. In addition, the community is in the process of updating the strategic vision for Panther Island. The last major change over the past two years was that all entities agreed to extend the TIF 10 years.

TXP's updated forecast for TIF 9 takes into consideration current economic and demographic data, historic TIF 9 performance, and a few pending development projects. Our updated forecast links TIF 9's success to both the U.S. Army Corps of Engineers' federal funding for the flood control component of the project, and to the City of Fort Worth's installation of utility infrastructure on Panther Island (which will also be funded by TIF 9).

Please do not hesitate to contact me if you have any questions or comments.

Best regards,

A handwritten signature in blue ink that reads 'Travis D. James'.

Travis D. James  
Vice President

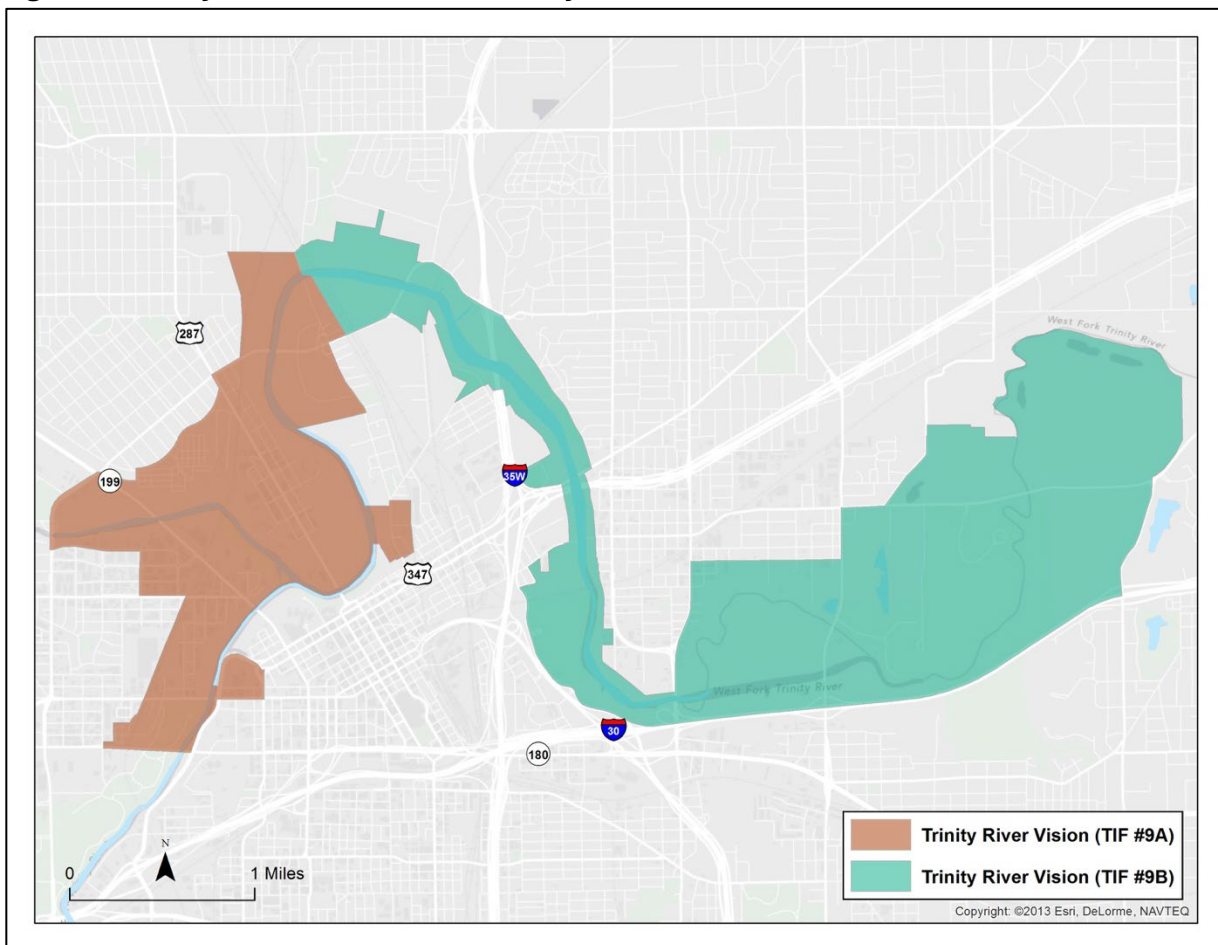


### Trinity River Vision TIF 9 Geographic Boundaries

Figure 1 highlights the current TIF 9 configuration. The area highlighted in brown depicts the original TIF boundary (#9A) created in 2003. The section shaded in green depicts the Gateway Park segment (#9B) which was added to the TIF in 2009.

During the TIF's 20 years (2003 to 2023), over \$658.1 million in new construction activity has occurred. On average, \$31.3 million in new taxable real property value was added to the tax base each year. The combination of new construction activity and tax base appreciation has generated approximately \$71.6 million in total TIF 9 tax revenue.

**Figure 1 – Trinity River Vision TIF 9 Boundary**

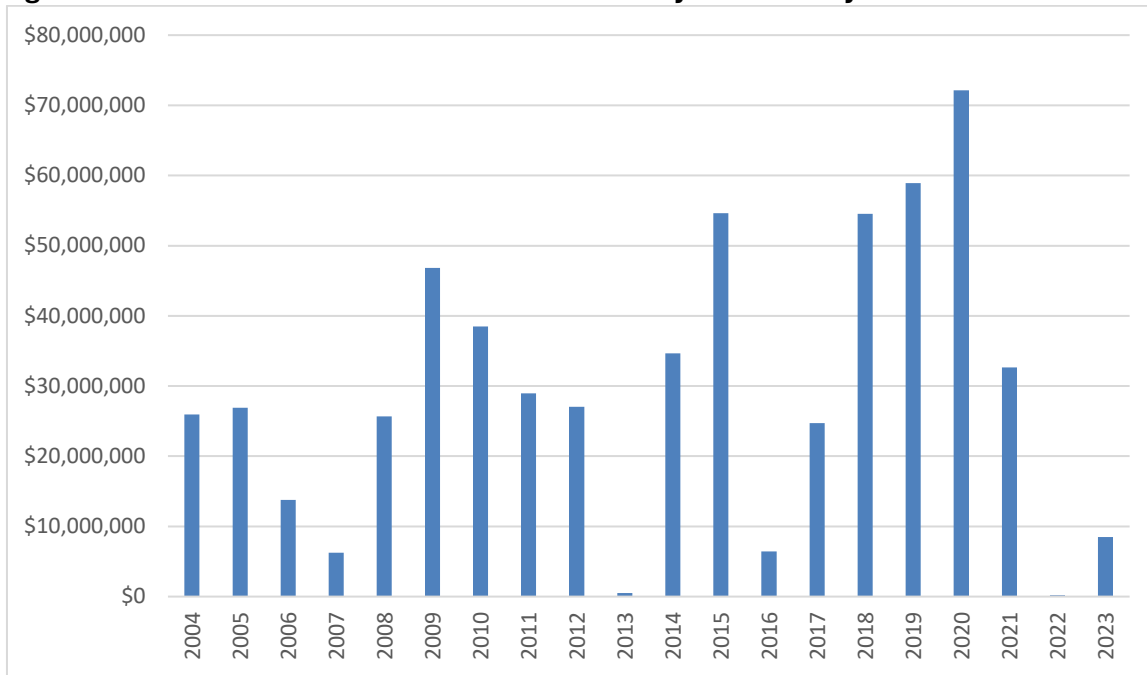


Source: Trinity River Vision, Tarrant Appraisal District, TXP



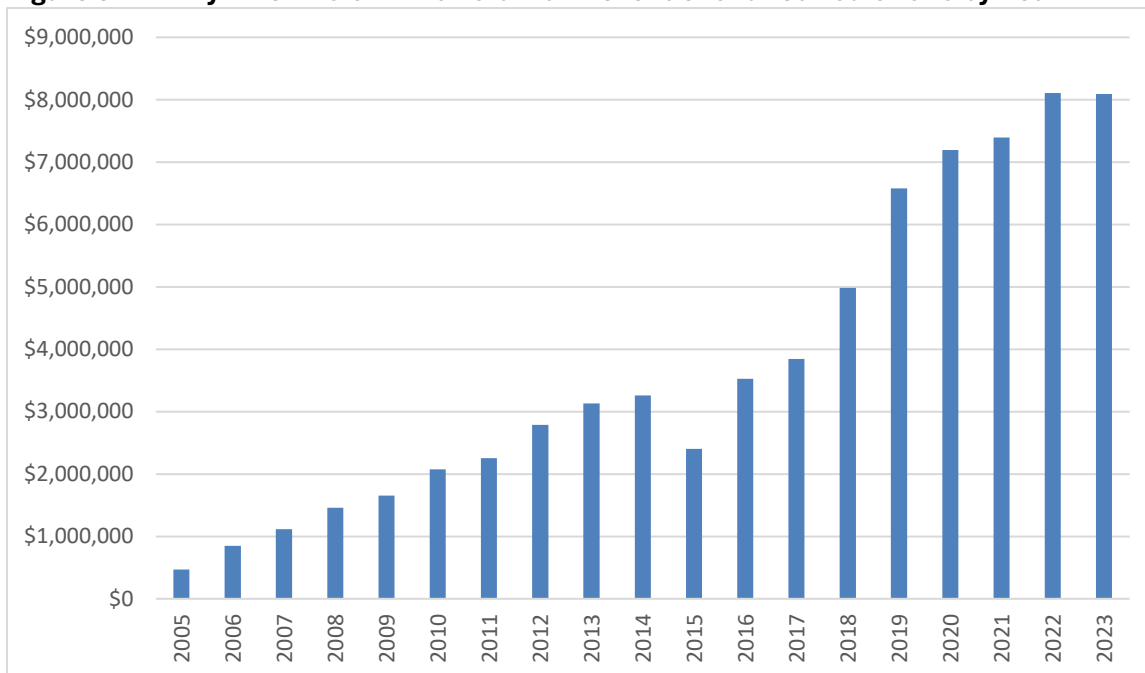


**Figure 2 – Annual New Taxable Construction Activity in the Trinity River Vision TIF**



Source: Tarrant Appraisal District, TXP

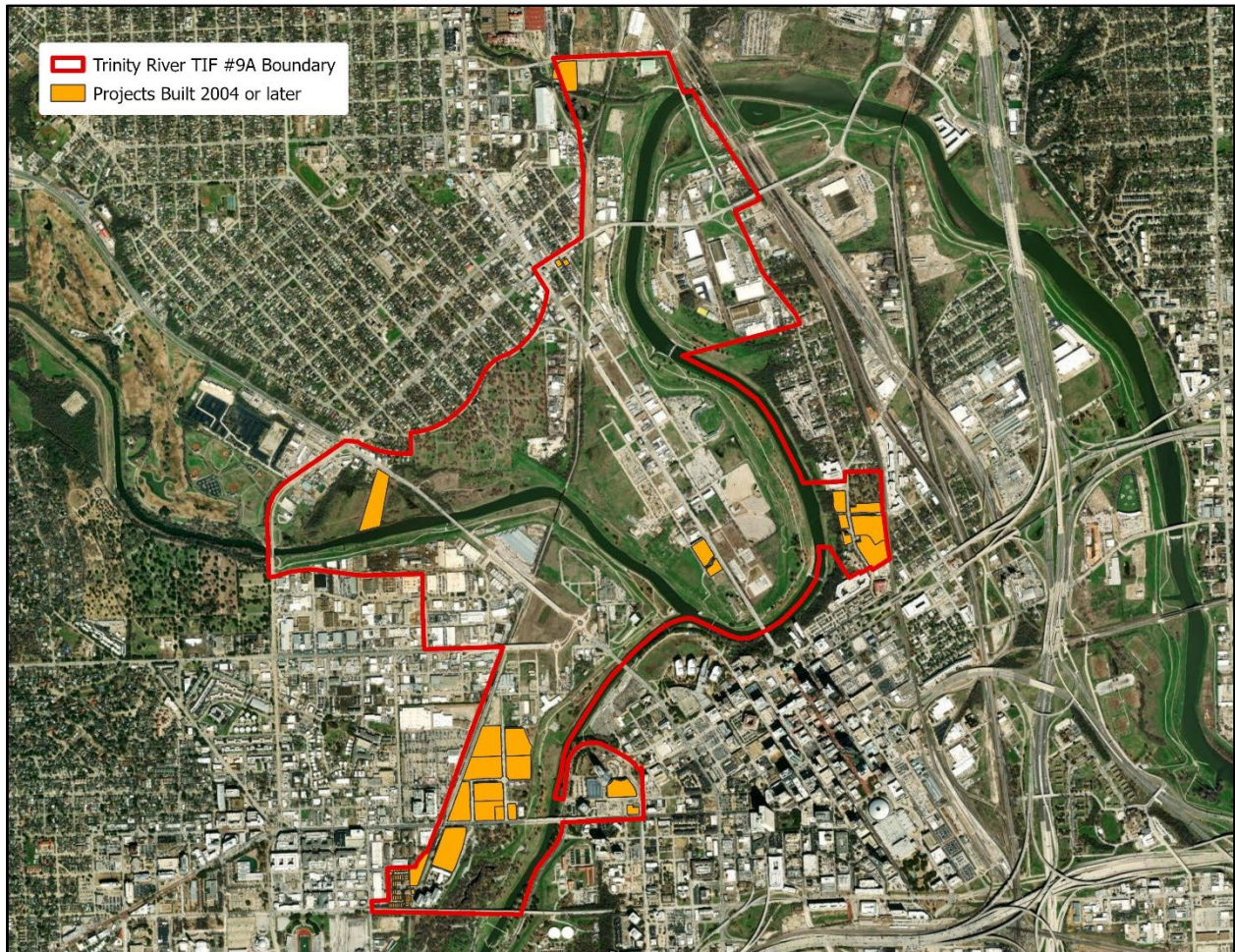
**Figure 3 – Trinity River Vision TIF 9 Total Tax Revenue for all Jurisdictions by Year**



Source: Tarrant Appraisal District, TXP

As depicted in the map below, most new projects built over the past 20 years have been clustered in the Left Bank and Trinity Bluffs area. There has only been one major project built on Panther Island. The majority of incremental property tax revenue is associated with 14 projects classified by the Tarrant Appraisal District as multifamily. The average size of the multifamily projects is 3.4 acres with an appraised value of \$12.4 million per acre. This translates into a taxable value per average multifamily residential unit of approximately \$225,000.

**Figure 4 – Projects Built After 2004**



Source: Tarrant Appraisal District, TXP



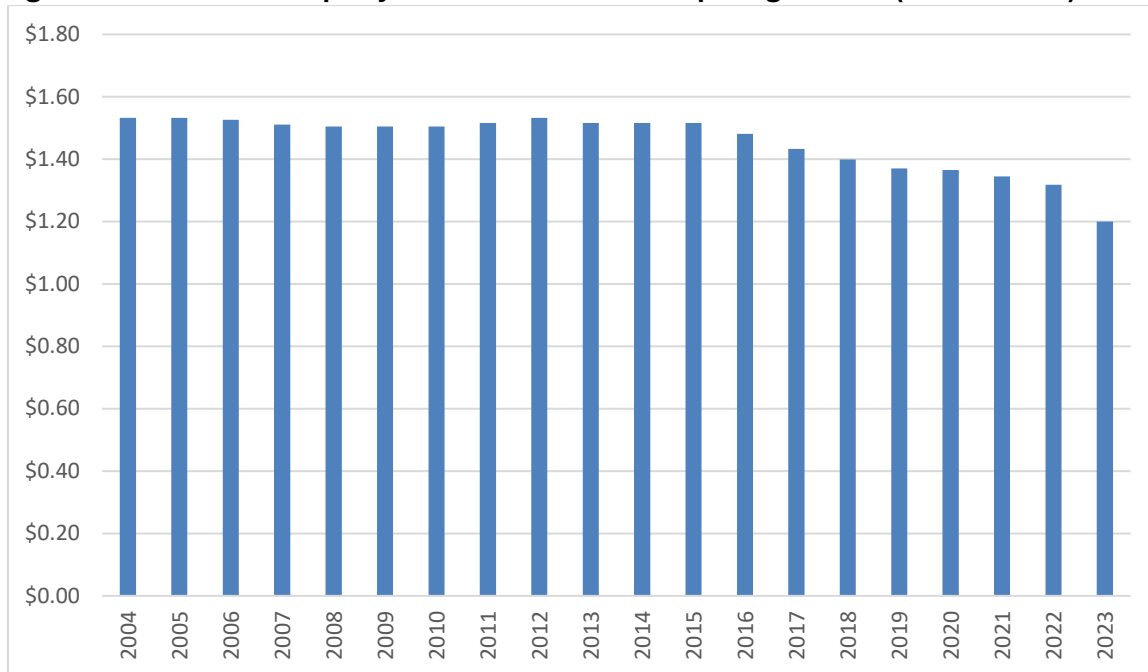
### Decreasing Tax Rates for TIF Participating Entities

When TIF 9 was created, the combined property tax rate of the five participating entities was approximately \$1.53 per \$100 valuation. By 2023, the combined property tax rate had decreased to \$1.20 per \$100 valuation. This represents a decline of 21.7 percent. Note, the participating entities allocate 80.0 percent of the incremental property tax revenue to TIF 9.

The declining tax rates have a generally negative impact on TIF 9. Growth within the TIF has not kept pace with the overall region. Funding from the federal government also took longer than anticipated. While tax rates do fluctuate, a continued reduction in property tax rates could have a material impact on future TIF 9 tax revenue.

In addition to decreasing tax rates, in 2023 Tarrant County and the Hospital District approved a 10.0 percent homestead exemption. Tarrant County College District also approved a new homestead exemption. A recently approved statewide proposition (Proposition 4) authorizes the state legislature to limit the annual appraisal increase on non-homestead real properties. The combination of these policy changes should result in a lower taxable value for TIF 9 compared to previous TXP forecasts.

**Figure 5 – Combined Property Tax Rate for the Participating Entities (2014 to 2023)**



Source: Tarrant Appraisal District, TXP



### Tax Revenue Forecast Attributable to Existing Properties within TIF 9

TIF 9 is comprised of two parts: TIF #9A (1,380 acres) and TIF #9B (2,600 acres). Because the sections have different base years, the Tarrant Appraisal District differentiates these two areas in their annual calculations. To simplify the data presented in the report, TXP has sometimes combined the values for 9A and 9B. TXP uses the term “TIF 9” to refer to the entire area.

The first step in this updated tax revenue forecast was to examine land appreciation and development within TIF 9 since its inception. This determined how much TIF revenue has been generated from the project’s beginning. TXP assumed existing land and property value appreciation at 2.5 percent annually for the duration of the TIF. This appreciation rate is similar to the long-term inflation rate over the past 20 years.

Next, TXP assumed existing property tax rates of the TIF’s participating governmental entities will remain constant at 2023 levels. If the taxing rates do move up or down, this could have a material impact (positive or negative) on the revised TIF 9 financial model. In aggregate, the total tax rate for the TIF has declined over the past 15 years.

**Table 1 – Property Tax Rates for Applicable Local Jurisdictions (2023)**

Jurisdiction	Rate per \$100	Participation %	Tax Rate for TRV
City of Fort Worth	\$0.6725	80%	\$0.5380
Hospital District	\$0.1945	80%	\$0.1556
TCC	\$0.1122	80%	\$0.0897
Tarrant County	\$0.1945	80%	\$0.1556
TRWD	\$0.0267	80%	\$0.0214
<b>Total</b>	<b>\$1.2004</b>	<b>80%</b>	<b>\$0.9603</b>

Source: Tarrant Appraisal District

After accounting for all existing tax abatements and using a 2.5 percent appreciation rate – the updated 50-year baseline TIF 9 forecast in tax revenue based on existing property/land values is approximately \$488.4 million. To date, approximately \$71.6 million has been collected by TIF 9.

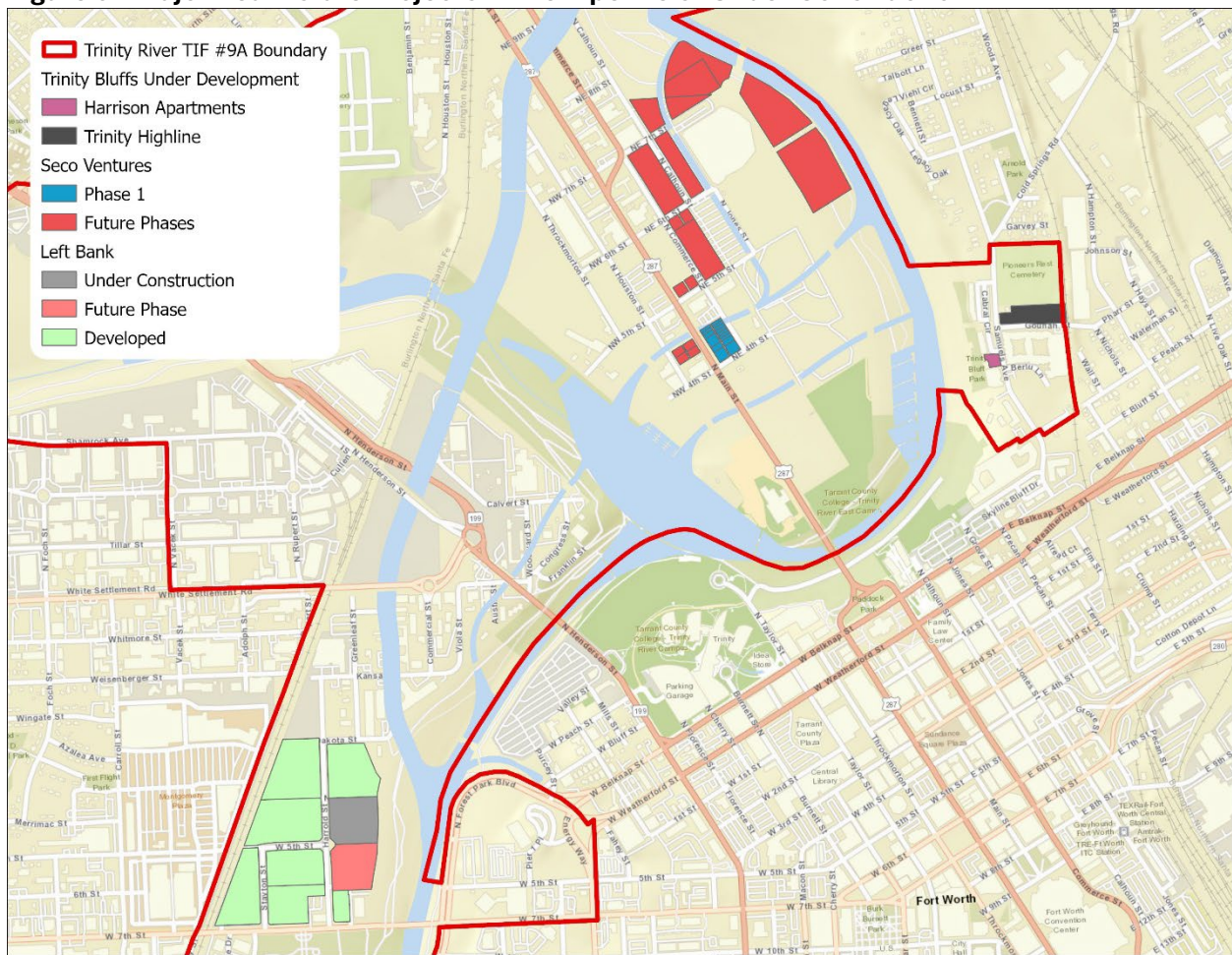


## Real Estate Projects Under Development or “Pipeline” within the TIF

Currently, there are several projects under construction within TIF 9. There is also a project likely to start construction within the next year on Panther Island. Once completed, these projects should add between \$250.0 to \$275.0 million in new taxable property value to the TIF zone.

Looking to the future buildout of the TIF, there are few remaining sites not on Panther Island that could support a major project. For the past 10 years, the TIF’s growth has been primarily driven by the Trinity Bluffs area and the Left Bank.

**Figure 6 – Major Real Estate Projects in the Pipeline or Under Construction**



Source: Tarrant Appraisal District, TXP



### 2023 Tax Revenue Forecast Scenarios for TIF 9

TXP’s 50-year tax revenue forecasts are significantly dependent on the flood control infrastructure improvements and utility upgrades being constructed. Looking towards the future, past performance within the TIF is a better indicator for the type of development the market can support. TXP created the following four tax revenue forecast scenarios:

- 1) **Baseline Appreciation:** Several external variables will impact the successful implementation of the TRV Project. The key driver for the long-term outcome of the area is the financial resources required to put in both flood control and City of Fort Worth utility infrastructure in place. Under this scenario, TXP has assumed no new projects are built. This would be considered the most conservative or worst-case scenario.
- 2) **Historic TRV Construction:** Since TIF 9 was adopted, approximately \$31.3 million in new construction activity occurs each year (residential and commercial). Over the past 10 years, the average new annual construction value was \$34.7 million. For this scenario, TXP has used the 10-year average because it reflects more recent trends in construction costs and market demand for real estate projects. This would be considered the second most conservative scenario. This scenario assumes thousands of new housing units are built plus limited new office and commercial space.
- 3) **TXP Forecast:** TXP believes it is appropriate to build a long-term TRV scenario that combines the likely pipeline projects (Figure 6) plus the 10-year average of new construction within the TIF. This scenario is based on past activity plus an assumption that the completion of the infrastructure projects induces more office and commercial development with TIF 9. This scenario assumes both new housing units are built plus office and commercial space.
- 4) **TXP Forecast + 5-Year Infrastructure Pause:** This scenario assumes no new projects break ground between 2028 and 2033 (or until the flood control is completed). After 2033, the 10-year average of new construction plus induced official and commercial development occurs. This scenario assumes new housing units are built plus office and commercial space.

**Table 2 – Tax Revenue Forecast for the Trinity River Vision TIF 9**

# of Years	Baseline Appreciation	Historic Construction	TXP Forecast	5-Year Infrastructure Pause
40 Years	\$313,107,382	\$421,335,053	\$465,777,484	\$431,579,016
50 Years	\$488,377,459	\$763,627,476	\$875,187,206	\$809,268,342

Source: Tarrant Appraisal District, TXP



### **Key Issues Influencing Future TIF 9 Growth**

Separate from the TIF 9 build-out scenarios presented in the previous section, TXP has identified several key issues that could influence the financing plan or development pattern within the TRV. The first few issues were identified in previous TXP TIF reports and remain just as relevant today. In fact, these items will be the major drivers of growth for the TIF throughout its duration.

1. The short-term focus should be on encouraging development along Main Street that is canal ready but not canal dependent. There is land held by private landowners along and adjacent to Main Street that could be developed over the next 10 years independent of the larger flood project.
2. TRWD owns over 100 acres within the TIF. Some of this land could be sold for redevelopment in the short-term. Other properties could be sold or leased once the flood control project is completed. The development of these properties is required for the TIF to generate maximum revenue.
3. A consulting team has been retained to update the long-term vision for Panther Island. The results of this study could change the build-out pattern for TIF 9 relative to past studies and historic construction activity. For example, changes to height restrictions and accelerated public infrastructure development would likely increase development activity.
4. Higher interest rates are negatively impacting new real estate construction activity and residential home sales. If interest rates remain high for a prolonged period of time, this could negatively impact TIF 9. Construction activity might slow below the historic 10-year trend.
5. TIF 9 and Panther Island have not attracted substantial new commercial activity over the past 20 years. The hybrid work model post pandemic is still evolving, but this creates even more uncertainty for the level of office-related demand for Panther Island.
6. Any long-term forecast will assume a maximum build out for the future land use plan. This analysis assumes approximately 3,500 to 4,000 residential units are built based on past trends. Currently, TXP estimates there are approximately 3,000 housing units within TIF 9. Changes in public policy could accelerate this activity or density.



## Comparison to Previous Forecasts

**Table 3 – Comparison of Forecasts (2004 to 2054)**

<b>Scenario*</b>	<b>TXP 2017</b>	<b>TXP 2021</b>	<b>TXP 2023</b>	<b>2023 Historic Construction</b>
40-Year	\$496,182,539	\$466,016,099	\$465,777,484	\$421,335,053
50-Year	\$844,598,251	\$810,587,625	\$875,187,206	\$763,627,476

Source: Tarrant Appraisal District, TXP

\* Different assumptions on long-term future buildout





### **Legal Disclaimer**

TXP reserves the right to make changes, corrections and/or improvements at any time and without notice. In addition, TXP disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions, or discrepancies. TXP disclaims any liability due to errors, omissions or discrepancies made by third parties whose material TXP relied on in good faith to produce the report.

Any statements involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that such opinions or estimates will be realized. The information and expressions of opinion contained herein are subject to change without notice, and shall not, under any circumstances, create any implications that there has been no change or updates.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 6

**DATE:** February 20, 2024

**SUBJECT:** Consider Approval of Contract with Freese & Nichols, Inc. for Value Engineering Services for Technical Evaluation of Stormwater Canal Structures

**FUNDING:** Fiscal Year 2024 Special Projects/Contingency Fund - \$3,000,000

#### **RECOMMENDATION:**

Management recommends approval of contract **in the amount of \$275,000** with Freese & Nichols, Inc. for value engineering services for technical evaluation of the stormwater canal structures.

#### **DISCUSSION:**

The District constructed the first section of stormwater canal in 2020 within the Encore Panther Island development. It is the standard width of 30 feet and extends 225 feet from Main Street to the western edge of that block. With this first section completed, a value engineering effort can now be completed on the overall canal system.

This contract will review the existing canal system design, its relationship with the adjacent canal walkway, retaining walls and large-scale buildings, and the overall constructability and sequencing of the canal system across the area. The goal of the study is to confirm current processes, or to use other design and construction techniques to be more cost effective over the long term.

Request for Qualifications was solicited per statute (Texas Government Code Chapter 2254) and three (3) submittals were received. The evaluation team determined the most qualified vendor to complete the project is Freese & Nichols, Inc. (FNI) The scope and fee that were successfully negotiated with FNI are attached. FNI is not a prime certified diverse business and has subcontracted portions of this contract to certified diverse businesses, resulting in diverse business participation commitment of 15%.

This item was reviewed by the Construction and Operations Committee on February 15, 2024.

#### **Submitted By:**

Kate Beck, PE  
Central City Flood Control Program Director



**List of Submitting Firms**

**RFSOQ No. 24-063**

**Value Engineering Services for Technical Evaluation of the Stormwater Canal Structures**

<b>Due Date and Time:</b>	January 30, 2024, at 02:00 p.m. CT
---------------------------	------------------------------------

<b>Name of Firm</b>
Adroit Consultants, LLC
Freese and Nichols, Inc.
Hannah Surveying and Engineering, LLC

February 6, 2024

R. Brenton Dunn, PE  
Program Manager – Central City/Panther Island  
Tarrant Regional Water District  
800 E Northside Drive  
Fort Worth, TX 76102

Re: Value Engineering Services for Technical Evaluation of the Stormwater Canal Structures

Dear Mr. Dunn:

In response to your request, Freese and Nichols, Inc. is pleased to present this proposal for the above referenced project. A detailed scope of work is attached (Exhibit A). We propose to accomplish this scope of work for a fee not to exceed \$275,000.00 based on the attached rate schedule (Exhibit B). Our proposal includes teaming with qualified subconsultants to meet or exceed the 15% diverse business utilization goal for this project. The fee associated with each task item is summarized below.

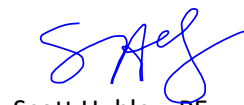
<b>Task</b>	<b>Fee</b>
Task 1 Project Management	\$ 20,100.00
Task 2 Current Design Evaluation	\$ 30,200.00
Task 3 Alternatives Analysis	\$ 91,900.00
Task 4 Holistic Program Evaluation	\$ 100,200.00
Task 5 Final Documentation	\$ 32,600.00
<b>Total</b>	<b>\$ 275,000.00</b>

We appreciate the opportunity to provide these services to TRWD. We look forward to your response and the beginning of this project. Please contact me with any questions you have on this proposal.

Sincerely,



Justin Oswald, PE  
Project Manager



Scott Hubley, PE  
Vice-President/Principal

## Exhibit A

# VALUE ENGINEERING SERVICES FOR STORMWATER CANAL STRUCTURES

## SCOPE OF WORK

**February 2, 2024**

Throughout execution of the project Consultant will provide guiding recommendations to the benefit of Tarrant Regional Water District (TRWD) and Panther Island's canal system (the Project). Consultant will evaluate value opportunities with the previous Project design and analyze alternative designs and implementation practices to mitigate risk and optimize sequencing and coordination with surrounding infrastructure and development. The intent of this study is to develop a holistic plan for the canals and associated public access areas within Panther Island.

Execution of this Scope of Work will adhere to three main objectives:

- Review the assumptions and design parameters for the current design to assess the cost effectiveness of the design.
- Evaluate alternative design concepts that may add value compared to the current design. Alternative designs will be assessed for potential benefits such as cost, flexibility, longevity, and how they would be sequenced with adjacent development.
- Explore aspects of the canal project holistically to identify strategies that result in improvements, enhancements, and cost effectiveness.

**The Scope of Work is as follows:**

### **Task 1 – Project Management**

#### **A. Internal and External Team Management**

The Consultant will manage the work outlined in this scope to provide efficient and effective use of time and resources. Consultant will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the TRWD project manager and others as necessary to make progress on the work.

#### **B. Project Kick-Off Meeting**

The Consultant will attend a project kick-off meeting with the TRWD project team. The purpose of the meeting is to review and define goals and objectives of the proposed evaluations, review the information that is available for the study team, and to confirm the expectation for the project.

---

## **Task 2 – Current Design Evaluation**

The main objective of this task is to explore the existing set of construction plans and determine if improvements can be made to the specific components of the structure. During this study, the Consultant will advise TRWD if any coordination or additional information is needed from the designer of record.

### **A. Design Team Review Meeting**

The Consultant will conduct and document a meeting with TRWD and the design team for the present designer of record, Kimley Horn, at the Fort Worth TRWD offices to discuss the challenges, design decisions made, and the availability of data for Consultant's review.

### **B. Document Review**

Based on the discussion in the meeting Consultant will collect data from TRWD such as the existing set of Construction Documents, contractor bids, geotechnical investigations, and plans and specifications for Canal B – Phase 1 at Panther Island completed in 2018. As-built plans will also be provided for the approximately 225 linear feet of concrete canal structure with two end walls, and a drain piping system.

### **C. Value Engineering Evaluation**

The Consultant will review the available documents and assumptions communicated by the design team to evaluate cost effectiveness of the design. The purpose of the review is to confirm the reasonableness of the current design and that there are not areas of significant cost savings available. This review does not evaluate alternative concepts for constructing the canals and adjacent areas. The review will be based on professional judgement and is not based on a design effort to be performed by Consultant. Cost estimates, as appropriate, will be prepared if an area for cost savings is identified.

### **D. Task 2 DRAFT Memorandum**

The Consultant will prepare and submit a DRAFT memorandum to document the review. Consultant will address one set of comments from TRWD.

## **Task 3 – Alternatives Analysis**

The main objective of this task is to evaluate alternative concepts for constructing the canals and adjacent areas. The alternatives will be evaluated for various benefits. The benefits analysis will include cost effectiveness, preferred sequencing with adjacent development, and the ability to sequence to provide stormwater detention. This includes a review of the effect of sequencing on adjacent foundations as it relates to both canal excavation and construction and surrounding multi-story buildings. The outcome of this Task is to select a preferred concept for constructing the canals.

### **A. Value Engineering Workshop**

---

The Consultant will conduct and document a 2-hour value engineering workshop at the Fort Worth TRWD offices to gain insight from District personnel and generate a list of issues and concerns for developing alternative design concepts and determining the benefits that can be provided. The Consultant will provide staff knowledgeable in civil, structural, and geotechnical design for this workshop. After this workshop Consultant will identify the proposed alternative concepts and confirm with TRWD before proceeding.

#### B. Document Review

Based on the workshop discussion FNI will collect and review additional data from TRWD.

#### C. Alternatives Analysis

The Consultant will identify and analyze up to six (6) alternative design concepts. The Consultant will use professional judgement to identify the elements and dimensions to describe each concept. No design work will be performed in the process of developing these concepts. Each alternative will be evaluated for its cost effectiveness, sequencing with adjacent development, and ability to address areas of concern identified in the workshop.

#### D. Task 3 DRAFT Memorandum and Review Meeting

The Consultant will prepare and submit a DRAFT memorandum to document the alternatives analysis to TRWD. The memorandum will include concept exhibits of each alternative and a discussion of the benefits of each. The Consultant will present these draft findings to TRWD. Consultant will document the discussion and address comments from the meeting with TRWD to identify a preferred alternative before proceeding.

### **Task 4 – Holistic Program Evaluation**

The main objective of this task will be to explore all aspects of this project for improvements, enhancements, and cost effectiveness. Some of these topics may include overall constructability, safety, scope of work delineations and construction contracting, stormwater compliance features, end wall demolition, and electrical box locations. The Consultant will also provide additional topics for discussion from their collective previous experience.

#### A. Value Engineering Workshop

The Consultant will conduct and document a 2-hour value engineering workshop at the Fort Worth TRWD offices to gain insight from District personnel and generate a list of issues and concerns where policy or planning elements are needed to more effectively execute the Project. The Consultant will document this discussion and confirm the areas of further evaluation with TRWD before proceeding.

#### B. Document Review

---

Based on the workshop discussion FNI will collect and review additional data from TRWD.

#### C. Value Engineering Evaluation

The Consultant will analyze the items as identified in the workshop. It is assumed this item will focus on policies for funding and public/private partnership for construction, other elements of Panther Island that may require unique sequencing for canal construction, other elements of Panther Island that may conflict with the canal and may require relocation, miscellaneous design questions and best practices. Up to ten (10) elements from the workshop will be addressed by the Consultant in this Task.

#### D. Task 4 DRAFT Memorandum and Review Meeting

The Consultant will prepare and submit a DRAFT memorandum to document the evaluations under this Task to TRWD. The memorandum will include itemized elements from the workshop with recommendations for each area. It is anticipated several exhibits will be necessary to communicate all planning elements. The Consultant will present these draft findings to TRWD. Consultant will document the discussion and address comments from the meeting with TRWD before proceeding.

### **Task 5 – Project Completion Report of Findings**

The Consultant will prepare a Project Completion Report that will be the final documentation of the value engineering study and a culmination of the memorandums from the previous tasks. After a TRWD review and comment period, a FINAL Project Completion Report will be submitted. The report will be provided in PDF format.

### **Additional Services**

Any services performed by FNI that are not included in the Scope of Work described above are Additional Services. Additional Services to be performed by FNI, if authorized by Client, are described as follows:

1. Providing design services for canal features.
  2. Attending meetings in excess of those specified in the Scope of Work
  3. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
  4. Provide Geotechnical investigations, studies and reports.
  5. Performing hydraulic or hydrologic runoff modeling or sediment transport modeling.
  6. Consulting with contractors for pricing or constructability.
-



7. Providing renderings, model, and mock-ups requested by the Client.
8. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
9. Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings.

### **Time of Completion**

FNI is authorized to commence work on the Project upon execution of this agreement and agrees to complete the services within eight months. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may result in an adjustment to compensation.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 7

**DATE:** February 20, 2024

**SUBJECT:** Consider Approval of Agreement with Glass House Strategy for Creative Professional Services for the Regional Water Conservation Public Awareness Campaign

**FUNDING:** Fiscal Year 2024 Revenue Fund - \$435,002

#### **RECOMMENDATION:**

Management recommends approval of an agreement **in the amount of \$146,200** with Glass House Strategy to manage and develop new marketing material for the ninth year of the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$266,668 of the regional campaign expenses. In addition, management recommends the Board delegate authority to the General Manager, or designee, to enter into agreements and use budgeted funds for production, media buys, and support services. Since time is of the essence, the General Manager, or designee, shall notify the Construction and Operations Committee of any payments for services that exceed \$150,000 provided the sum total amount of payments do not exceed the remaining total sum of \$288,802.

#### **DISCUSSION:**

Every year since 2019, the City of Dallas, North Texas Municipal Water District and the District have successfully worked together to deliver the regional water conservation public awareness campaign. The goal of the campaign is to increase the adoption of water saving behaviors as a long-term water supply strategy. Working together provides the opportunity to split the cost of creative development, production, regional advertising, education resources, media support and website maintenance.

Glass House Strategy is a highly qualified advertising and communications agency. They have demonstrated competence based on previous work and this contract goes through the rest of FY24.

Glass House Strategy is not a certified diverse business. A certified sub-contractor will be used on the project resulting in a diverse business participation commitment of 25%.

This item was reviewed by the Construction and Operations Committee on February 15, 2024.

#### **Submitted By:**

Linda Christie  
Government Affairs Director

## EXHIBIT A

### SCOPE OF WORK

**Task 1: Creative Concept and Development for Summer Campaign** – Develop creative concepts for television, radio, and digital media spots, outdoor and print with messaging in English and Spanish. All creative will be reviewed and approved by the Clients.

#### Deliverables:

- Develop 3 new creative concepts for Texas Yard Makeover campaign including TV, radio, digital, outdoor, transit, print
- Elements to include:
  - TV: 2 - :30 English, 1 - :30 Spanish, 2 - :15 English, 1 - :15 Spanish
  - Radio: 2 - :30 English, 1 - :30 Spanish
  - Outdoor/Transit: 6 English, 3 Spanish
  - Print: 4 English, 3 Spanish
  - Digital: 6 English, 3 Spanish
  - Bumper Videos (:06): 4 versions
  - Short-Form Videos: 8 English, 4 Spanish
- Present concepts to clients for final decision

**Task 2: Creative Production** – Produce final artwork for print, outdoor, transit, and digital advertising. Work with a production company to help oversee the production of five 30-second television spots (three English, two Spanish), three 15-second television spots (two English, one Spanish), three 30-second radio spots (two English, one Spanish), and twelve short-form digital videos (eight English and four Spanish).

#### Deliverables:

- Final television scripts and storyboards, and final radio scripts (English and Spanish) Final copy for print, outdoor, and digital for approval (English and Spanish)
- Final graphic design for print, outdoor, and digital for approval (English and Spanish)
- Review production companies and provide recommendations
- Solicit bids from production companies
- Recruit talent for TV and radio (also renewal) (English and Spanish)
- Organize and conduct pre-production meeting
- Work with production company to produce and edit TV, radio, and digital
- Provide client with cuts for approval
- Work with media buyer to distribute TV, radio, outdoor, and digital
- Provide native files to Client
- Provide final digital artwork for print, outdoor, and digital toolkit in a format and style that would accommodate ease of use by Clients and customer cities
- Provide digital artwork in as-needed sizes to Client

**Task 3: Branding Guidelines** – Document and define branding essentials used in the development of the awareness campaign. The Clients request a framework of parameters to operate and share campaign advertising within the region and within their respective service areas. Customer cities of the Clients will be encouraged to promote the campaign and use provided resources to further reach the audience.

Deliverables:

- Update and revise user guidelines to share and preserve the campaign vision, tone values, personality, message, etc.
- Update user guidelines to define how and where it may be used
- Create and update editable PDF templates, design layouts and simple customizable formats of digital art using Adobe Illustrator
- Develop and update elements for the Water is Awesome website

**Task 4: Project Management** – Detailed, timely, organized, consistent, and attentive project management is required.

Deliverables:

- Develop a detailed scope of work with specific project timelines and budgets for all projects
- Produce simple ongoing status reports for all projects
- Develop and track estimated costs, compare estimates with actual costs and provide updates as required
- Assist Client with execution of a digital and social media strategy plan and provide creative assets for digital artwork
- Conduct regularly scheduled status meetings and calls with Clients
- Provide accurate and detailed billing and, if requested, reconciliation at the end of each fiscal year
- Submit a comprehensive end of campaign report by 10/31

**Task 5: Creative Concept Development and Production of Spring Campaign** – Develop creative concepts and produce final artwork for social and digital media advertising. All creative will be reviewed and approved by the Clients.

Deliverables:

- Develop three creative concepts for a social and digital media campaign
- Create 2-4 digital executions (static, animated gif, English and Spanish)
- Write final headlines and copy
- Provide layout, design and production for approved campaign
- Work with media buyer to distribute and place ads in appropriate sizes
- Deliver final digital artwork to Client
- Provide end of campaign report

**Previous Campaign Talent Renewal (Optional, Requires Client Approval)** – The optional talent renewal from previous year's creative can support the campaign with consistent messaging and cost savings by re-using advertising assets. Option will only be chosen if campaign direction determines it to be beneficial.

**End of Campaign Survey (Optional, Requires Client Approval)** – The survey will cover Tarrant County, Collin County, and the City of Dallas with 1,500 respondents (80% IVR, 20% cell phone). The survey will consist of 13 questions plus demographic data. Respondents will be given the option to complete the survey in English or Spanish. Deliverables will include an executive summary, presentation and delivery of all data and crosstabs.

**Budget**

• Task 1: Creative Concept Development	\$21,100
• Task 2: Creative Production	\$51,900
• Task 3: Brand Guidelines	\$6,600
• Task 4: Project Management	\$22,200
• Task 5: Creative Concept Development and Production of Spring Campaign	\$16,900
• Campaign Talent Renewal (Requires Client Approval)	\$5,000
• Campaign Survey (Requires Client Approval)	\$22,500
Total Amount:	\$146,200

**Notes:**

- Television and radio production costs are separate and not included.
- This scope of work will achieve the district’s diverse business participation goal of 25%.

For its services provided to TRWD from March 1, 2024, through September 30, 2024, Consultant shall be paid the total sum of \$18,992.00 per month through July 31, 2024, and the total sum of \$11,870.00 per month from August 1, 2023, through September 30, 2024, payable in arrears within thirty (30) days after receiving an invoice each month for which the services were provided.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 8

**DATE:** February 20, 2024

**SUBJECT:** Consider Approval of Agreement with RO Two Media, LLC for Media Purchase Services for the Regional Water Conservation Public Awareness Campaign

**FUNDING:** Fiscal Year 2024 Revenue Fund Budget - \$1,600,000

#### **RECOMMENDATION:**

Management recommends approval of an agreement **in the amount of \$1,600,000** with RO Two Media, LLC to develop and manage a comprehensive and effective media campaign for the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$900,000 of the regional media purchase expenses.

#### **DISCUSSION:**

The District, City of Dallas and North Texas Municipal Water District have worked together on the regional water conservation public awareness campaign since 2019. The goal of the campaign is to increase the adoption of water saving behaviors as a long-term water supply strategy. Working together provides the opportunity to split regional advertising costs. The District's commitment for the media campaign is up to \$700,000 and includes budget for targeted service area promotions.

RO Two Media is a highly qualified marketing agency. They have demonstrated competence based on previous work and this contract goes through the rest of FY24.

RO Two Media is a certified prime vendor. Of the subcontracting opportunities, there are no certified diverse businesses available.

This item was reviewed by the Construction and Operations Committee on February 15, 2024.

#### **Submitted By:**

Linda Christie  
Government Affairs Director

## EXHIBIT A

### SCOPE OF WORK

Ro2 will develop and execute a comprehensive and effective media campaign for *Tarrant Regional Water District (TRWD), City of Dallas, and North Texas Municipal Water District* in the *DFW* market.

The media campaign will include a “Spring Campaign” with a gross media budget up to \$40,000 to run from May 2024 through June 2024. The campaign will also include a “Summer Campaign” with a gross media budget up to \$1,560,000 to run from June 2024 through September 2024. Up to \$1,350,000 will be dedicated to regional media purchases and up to \$250,000 will be dedicated to TRWD local media purchases. The total gross media budget for campaign regional purchases and TRWD local purchases is up to \$1,600,000.

#### **Ro Two Media will develop a media strategy that will:**

- Promote Client campaign, via selected and effective broadcast, radio, digital, print, outdoor, etc. media outlets
- Maximize the reach of our targets
- Develop a cohesive Broadcast, Over-the-Top and Connected TV plan
- Align the digital objectives with the campaign communication objectives
- Engage water users with our content
- Generate monthly paid media content calendar
- Traffic creative
- Continually monitor digital campaign performance
- Continually optimize digital placement
- Provide monthly performance reports to client

#### **Overall Account Media Management**

- Perform routine communications including:
  - Media performance reports
  - Conference reports for all calls including multi-agency calls
  - Estimates, invoices, and budget reports

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 9

**DATE:** February 20, 2024

**SUBJECT:** Executive Session

**FUNDING:** N/A

#### **RECOMMENDATION:**

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter.

#### **DISCUSSION:**

- Pending litigation

#### **Submitted By:**

Stephen Tatum  
General Counsel



## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 10

**DATE:** February 20, 2024

**SUBJECT:** Consider Approval of Final Settlement Agreement in Cause No: 141-328142-21, *TRWD v. Enervest Operating, LLC, et al.*, in the 141<sup>st</sup> District Court in Tarrant County, Texas

**FUNDING:** N/A

#### **RECOMMENDATION:**

Management recommends approval of the final settlement agreement that will fully resolve the litigation.

#### **DISCUSSION:**

In 2021 TRWD filed suit in Tarrant County, Texas against an oil and gas operator and several other defendants after an internal audit indicated the defendants had underpaid oil and gas royalties to TRWD over several years, in potential violation of both the oil and gas lease agreement and the Texas Natural Resources Code. On November 20, 2023 the parties participated in a successful mediation. The resulting mediated settlement agreement was approved by the TRWD Board at the December 12, 2023 Board meeting, with the understanding that it would be followed by a more formal and final settlement agreement that would fully resolve the dispute.

Now, after further discussions and negotiations with the parties have taken place to solidify the settlement terms, management brings the final settlement approval to the board for its review and approval. The proposed agreement is attached, with the material payment and lease terms included in sections 3 and 4. If approved, TRWD will submit the necessary court filings to dismiss the case and bring the litigation to a close.

This item was reviewed by the Administration and Policy Committee on February 13, 2024.

#### **Submitted By:**

Stephen Tatum  
General Counsel

**CAUSE NO. 141-328142-21**

<b>TARRANT REGIONAL</b>	§	<b>IN THE DISTRICT COURT</b>
<b>WATER DISTRICT,</b>	§	
	§	
<b>PLAINTIFF,</b>	§	
	§	
<b>v.</b>	§	
	§	
<b>ENERVEST OPERATING, L.L.C.;</b>	§	
<b>ENERVEST, LTD.;</b>	§	
<b>ENERVEST ENERGY INSTITUTIONAL</b>	§	
<b>FUND XI-WI, L.P.;</b>	§	
<b>BEP LEGACY A, LLC;</b>	§	
<b>BEP LEGACY 2A, LLC;</b>	§	
<b>ENERVEST ENERGY INSTITUTIONAL</b>	§	<b>TARRANT COUNTY, TEXAS</b>
<b>FUND XII-WIB, L.P.;</b>	§	
<b>ENERVEST ENERGY INSTITUTIONAL</b>	§	
<b>FUND XI-A, L.P.;</b>	§	
<b>ENERVEST ENERGY INSTITUTIONAL</b>	§	
<b>CO-INVESTMENT FUND XII-1A L.P.;</b>	§	
<b>EV PROPERTIES, L.P.;</b>	§	
<b>BEDROCK PRODUCTION, LLC;</b>	§	
<b>DENBURY ONSHORE, LLC,</b>	§	
<b>EV PROPERTIES GP, LLC; AND</b>	§	
<b>ENERVEST MANAGEMENT GP, L.C.,</b>	§	
	§	
<b>DEFENDANTS.</b>	§	<b>141st JUDICIAL DISTRICT</b>

**COMPROMISE SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

THIS COMPROMISE SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the “Agreement”) is made and entered into effective as of February 20, 2024 (the “Effective Date”) by and among Tarrant Regional Water District, a Water Control and Improvement District (“TRWD”), EnerVest Operating, L.L.C., EnerVest, Ltd., EnerVest Energy Institutional Fund XI-WI, L.P., BEP Legacy A, LLC, BEP Legacy 2A, LLC, EnerVest Energy Institutional Fund XII-WIB, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Co-Investment Fund XII-1A, L.P., EnerVest Management GP, L.C., (collectively, “EnerVest”) EV Properties, L.P., EV Properties GP, LLC (collectively, “Harvest”), Bedrock Production, LLC (“Bedrock”), and Denbury Onshore, LLC

and Denbury Inc. (collectively, “Denbury”) (EnerVest, Bedrock, Harvest, and Denbury collectively “Defendants”). TRWD and Defendants are collectively referred to herein as the “Parties” and/or individually as a “Party”.

## **RECITALS**

**WHEREAS**, TRWD, as Lessor, and Denbury Resources, Inc., as Lessee, entered into a certain Oil, Gas and Mineral Lease dated December 20, 2001, which is being amended as part of this Compromise Settlement Agreement and Mutual Release (the “Lease”);

**WHEREAS**, the Lease was assigned through various assignments to certain of the EnerVest and Harvest entities and eventually to Bedrock, the current owner and operator of record of the Lease;

**WHEREAS**, disputes between TRWD and Defendants subsequently arose regarding the alleged underpayment of royalties by Defendants, in each case, as asserted in the Lawsuit, as defined below (the “Dispute”);

**WHEREAS**, on August 30, 2021, TRWD filed suit against Defendants in the 141<sup>st</sup> Judicial District Court of Tarrant County, Texas with Cause No. 141-328142-21 styled *Tarrant Regional Water District v. EnerVest Operating, L.L.C., et al.* (the “Lawsuit”);

**WHEREAS**, bona fide disputes and controversies existed between Plaintiffs and Defendants and have now been resolved through this Agreement;

**WHEREAS**, TRWD and Defendants desire to enter into this Agreement in settlement and discharge of all claims asserted—or that could have been asserted—in the Lawsuit that relate to the Lease and the Dispute; and

**WHEREAS**, those persons executing this Agreement represent and warrant that they have full authority and legal capacity to settle the disputed issues.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the Recitals set forth above, which form a part of and are incorporated in this Agreement and which the Parties agree are true and correct, the terms and conditions of this Agreement, and the releases, promises, covenants, and agreements contained below, and the performance of each, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

1. EnerVest Payment to TRWD. EnerVest, jointly and severally, promises and agrees to pay TRWD the sum of \$827,714.58 (the “EnerVest Settlement Payment”) by wire transfer to TRWD’s counsel’s IOLTA (using the wire instructions attached as Exhibit 1 to this Agreement) within five (5) business days of the latest of the Effective Date or the date the last signature below has been circulated to counsel for all Parties.

2. Harvest Payment to TRWD. Harvest, jointly and severally, promises and agrees to pay TRWD the sum of \$372,285.42 (the “Harvest Settlement Payment”) by wire transfer to TRWD’s counsel’s IOLTA (using the wire instructions attached as Exhibit 1 to this Agreement) within five (5) business days of the latest of the Effective Date or the date the last signature below has been circulated to counsel for all Parties.

3. Bedrock Payment to TRWD. Bedrock promises and agrees to pay TRWD the sum of \$800,000 (the “Bedrock Settlement Payment”) by wire transfer to TRWD’s counsel’s IOLTA (using the wire instructions attached as Exhibit 1 to this Agreement) payable in three installments as follows: (1) \$532,000 within five (5) business days of the latest of the Effective Date or the date the last signature below has been circulated to counsel for all Parties; (2) \$134,000 on or before January 1, 2025; and (3) \$134,000 on or before January 1, 2026.

4. Lease Amendment. Contemporaneously with this Agreement, TRWD and Bedrock agree to execute the amendment to the Lease attached as Exhibit 2 to this Agreement.

5. Dismissal of Lawsuit. Within three (3) business days of TRWD's receipt of the EnerVest Settlement Payment, the Harvest Settlement Payment and the initial \$532,000 of the Bedrock Settlement Payment, the Parties agree to file an Agreed Motion to Dismiss with Prejudice relating to all claims filed in the Lawsuit.

6. Release of Defendants. Upon TRWD's receipt of the EnerVest Settlement Payment, the Harvest Settlement Payment and the initial \$532,000 of the Bedrock Settlement Payment, in consideration of the covenants, conditions and recitals set forth in this Agreement, TRWD, and its employees, agents, officers, attorneys, assigns, legal representatives, directors, successors, or any persons, firms, entities, parties or corporation in privity with it or legally liable to it whether named herein or not (the "TRWD Releasing Parties") do hereby RELEASE AND FOREVER DISCHARGE Defendants and their respective employees, agents, officers, partners, attorneys, members, managers, shareholders, assigns, legal representatives, directors, affiliates, predecessors, subsidiaries, successors, insurers, indemnitors, brokers, or any persons, firms, entities, parties or corporation in privity with them or legally liable to them whether named herein or not (the "Defendant Released Parties") of and from all demands, monies, suits, actions, causes of action, counterclaims, cross-claims, assertions, liens, liabilities, rights and any claims of any kind or nature whatsoever, known or unknown, accrued or unaccrued, relating in any manner to the claims which were or could have been asserted by TRWD against Defendants in the Lawsuit related to the Lease or the Dispute. THE TRWD RELEASING PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS A FULL RELEASE AND THAT IT SHALL BE CONSTRUED AS BROADLY AS POSSIBLE TO CONSTITUTE A FULL, FINAL AND COMPLETE RELEASE OF THE DEFENDANT RELEASED PARTIES. **Notwithstanding the foregoing, this Release (a) shall not extend to any claims arising from a breach of this Agreement by Defendants and (b) shall not extend to any breaches of the Lease by Bedrock or its successors after the Effective Date. For the avoidance of doubt, Denbury, Harvest and**

**EnerVest are released from all claims related to the Lease, past, present or future, whether known or unknown, accrued or unaccrued, except that if Denbury, Harvest or EnerVest ever become lessees in the future, they will be obligated under the Lease solely as lessees.**

7. Release of TRWD. In consideration of the covenants, conditions and recitals herein set forth, Defendants and their respective employees, agents, officers, partners, attorneys, members, managers, shareholders, assigns, legal representatives, directors, affiliates, predecessors, subsidiaries, successors, insurers, indemnitors, brokers, or any persons, firms, entities, parties or corporation in privity with them or legally liable to them whether named herein or not (the “Defendant Releasing Parties”) do hereby RELEASE AND FOREVER DISCHARGE TRWD, and its employees, agents, officers, attorneys, assigns, legal representatives, directors, successors, or any persons, firms, entities, parties or corporation in privity with it or legally liable to it whether named herein or not (the “TRWD Released Parties”) of and from all demands, monies, suits, actions, causes of action, counterclaims, cross-claims, assertions, liens, liabilities, rights and any claims of any kind or nature whatsoever, known or unknown, accrued or unaccrued, relating in any manner to the claims which were or could have been asserted by Defendants against TRWD in the Lawsuit related to the Lease or the Dispute. THE DEFENDANT RELEASING PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS A FULL RELEASE AND THAT IT SHALL BE CONSTRUED AS BROADLY AS POSSIBLE TO CONSTITUTE A FULL, FINAL AND COMPLETE RELEASE OF THE TRWD RELEASED PARTIES. **Notwithstanding the foregoing, this Release (a) shall not extend to any claims arising from a breach of this Agreement by TRWD and (b) shall not extend to any breaches of the Lease after the Effective Date. For the avoidance of doubt, Denbury, Harvest and EnerVest release TRWD from all claims related to the Lease, past, present, or future, whether known or unknown, accrued or unaccrued, except that if Denbury, Harvest or EnerVest ever become lessees in the future, they may assert claims under the Lease solely as lessees.**

8. Defendants' Covenant not to Sue. Defendant Releasing Parties hereby absolutely, unconditionally and irrevocably, covenant and agree with and in favor of the TRWD Released Parties that they will not sue or make a claim or complaint against (at law, in equity, in any regulatory or administrative proceeding or otherwise) any TRWD Released Party in this Agreement on the basis of any claim released, remised and discharged by Defendant Releasing Parties in this Agreement. If Defendant Releasing Parties violate the foregoing covenant, Defendant Releasing Parties agree to pay, in addition to such other damages as the TRWD Released Parties may sustain as a result of such violation, all attorneys' fees, expert fees, and costs incurred by the TRWD Released Parties as a result of such violation. This provision does not prohibit Defendant Releasing Parties (a) from enforcing any of their rights under this Agreement or (b) from enforcing any of their rights under the Lease that arise after the Effective Date of this Agreement, provided that Denbury, Harvest, and EnerVest covenant not to sue TRWD in connection with the Lease, regardless of when the claim arises, unless Denbury, Harvest or EnerVest ever become lessees in the future, in which case such lessee may assert claims under the lease in its capacity as a then-lessee.

9. TRWD's Covenant not to Sue. Upon TRWD's receipt of the EnerVest Settlement Payment, the Harvest Settlement Payment and the initial \$532,000 of the Bedrock Settlement Payment, TRWD Releasing Parties hereby absolutely, unconditionally and irrevocably, covenant and agree with and in favor of Defendant Released Parties that they will not sue or make a claim or complaint against (at law, in equity, in any regulatory or administrative proceeding or otherwise) Defendant Released Parties on the basis of any claim released, remised and discharged by TRWD Releasing Parties in this Agreement. If TRWD Releasing Parties violate the foregoing covenant, TRWD Releasing Parties agree to pay, in addition to such other damages as Defendant Released Parties may sustain as a result of such violation, all attorneys' fees, expert fees, and costs incurred by Defendant Released Parties as a result of such violation. This provision does not prohibit TRWD Releasing Parties (a) from enforcing any of

their rights under this Agreement or (b) from enforcing any of their rights under the Lease that arise after the Effective Date of this Agreement, provided that TRWD covenants not to sue Denbury, Harvest or EnerVest in connection with the Lease, regardless of when the claim arises, unless Denbury, Harvest or EnerVest ever become lessees in the future, in which case such lessee may be sued under the lease in its capacity as a then-lessee.

10. Compromise and Settlement, No Admission. This Agreement is intended to be a complete compromise and settlement of claims that are the subject of genuine, bona fide disputes between the Parties. The Parties understand that this settlement is a compromise of doubtful and disputed claims, and that the performance of the parties under this Agreement is not to be construed as an admission of liability of any kind or any character on the part of any Party, by which any liability or obligation is expressly denied. This Agreement, and its covenants and promises, are made by the Parties only to compromise and settle their disputes, to avoid the uncertainty and expense of litigation, and to buy peace.

11. Assumption of Risk of Mistaken Fact. The Parties each expressly assume on their own behalves the risk of any mistake of fact, known or unknown, relating to any of the claims compromised by this Agreement.

12. Complete Agreement. This Agreement supersedes all prior oral and written agreements and contains all the covenants and agreements between the Parties with respect to the specific matters addressed by this Agreement, and each Party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied in this Agreement, and that no other agreement, statement, representation, or promise not contained in this Agreement shall be valid or binding between the Parties. Any amendment or modification to this Agreement must be in writing and signed by all Parties to this Agreement.



13. Voluntary Execution. The Parties each warrant and covenant that this Agreement has been carefully read by each of them, is fully understood, and has been executed with full knowledge of its significance. The Parties acknowledge that they have made a full and complete investigation of the circumstances surrounding this matter, and that they have full knowledge of all facts involved. The Parties also acknowledge that they have been, or have had the opportunity to be, represented by independent legal counsel in the negotiation of the terms of this Agreement, that such counsel, if any, were of each Parties' own choosing, that the Parties have had an adequate amount of time to consider whether to sign this Agreement, and that they do so based on their own free will, without duress or coercion of any kind.

14. Negotiated Agreement, Construction. This Agreement is the product of negotiations between the Parties and shall not be construed strictly against any Party. No remedy or election provided in this Agreement shall be deemed exclusive unless so indicated, but each shall, where possible, be cumulative of all remedies in law or equity. Except as otherwise specifically provided in this Agreement, each provision shall be deemed both a covenant and a condition. The Parties further agree that the normal rule of construction that any ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

15. Warranties. The Parties warrant and represent that each has the power and authority to enter into this Agreement. The Parties further warrant and represent that they own the claims released herein and that no part of the claims released herein is owned by or has been assigned or transferred to any other person or entity.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, and may be signed and executed by electronic means, each of which counterpart shall be an original, and all such counterparts together shall represent one and the same Agreement.

17. Execution of Additional Undertakings. The Parties each agree to sign, acknowledge and deliver any instruments, without additional consideration, that may be reasonably necessary to carry out any agreement, term, or condition set forth in this Agreement, and agree to do so upon reasonable request by the other Parties.

18. Each Party to Bear Own Costs/Fees. It is further agreed and understood that, except as expressly set forth above, all expenses or costs of any kind incurred by any Party growing out of or resulting from the Lawsuit, expert expenses, attorney fees (from prior, current, or subsequent attorneys), and other costs and detriments have been paid or will be paid hereinafter in full by the Party incurring the same and the settlement amounts recited herein constitute the entire consideration for this Agreement.

19. Attorneys' Fees. Each Party agrees that if litigation is commenced with respect to a Party's performance under this Agreement, the prevailing Party or Parties shall be entitled to recover its reasonable attorneys' fees, expert fees, court costs and other reasonable expenses incurred in the enforcement of the rights and obligations contained herein, which enforcement may be by way of suit for damages or injunctive or similar relief.

20. Choice of Law and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas for contracts made or to be performed therein, without giving effect to the principles of conflicts of law, and is entered into and performable at the offices of TRWD in Tarrant County, Texas, in whose courts of competent, exclusive jurisdiction of any dispute arising hereunder will lie.

21. Binding. Once fully executed by all parties below, this Agreement binds the Parties and their respective successors and legal representatives, including any purchaser of the business, stock, or assets of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below to be effective as of the Effective Date set forth above.

Date: \_\_\_\_\_, 2024

Tarrant Regional Water District,  
a Water Control and Improvement District

By: \_\_\_\_\_  
Dan Buhman, General Manager

Date: \_\_\_\_\_, 2024

EnerVest Operating, L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EnerVest, Ltd.,  
a Texas limited partnership  
By: EnerVest Management GP, L.C.,  
its General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EnerVest Energy Institutional Fund XI-WI, L.P.,  
a Delaware limited partnership  
By: EnerVest, Ltd.,  
its General Partner  
By: EnerVest Management GP, L.C.,  
its General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

BEP Legacy A, LLC,  
a Delaware limited liability company  
By: BEP Management Partners, LLC,  
its Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

BEP Legacy 2A, LLC,  
a Delaware limited liability company  
By: BEP Management Partners, LLC,  
its Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EnerVest Energy Institutional Fund XII-WIB, L.P.,  
a Delaware limited partnership  
By: EnerVest, Ltd.,  
its General Partner  
By: EnerVest Management GP, L.C.,  
its General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EnerVest Energy Institutional Fund XI-A, L.P.,  
a Delaware limited partnership  
By: EnerVest, Ltd.,  
its General Partner  
By: EnerVest Management GP, L.C.,  
its General Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EnerVest Energy Institutional Co-Investment Fund  
XII-1A, L.P., a Delaware limited partnership

By: EnerVest, Ltd.,  
its General Partner

By: EnerVest Management GP, L.C.,  
its General Partner

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EV Properties, L.P.,  
a Delaware limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EV Properties GP, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

EnerVest Management GP, L.C.,  
a Texas limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

Bedrock Production, LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

Denbury Onshore, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

Denbury Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# Exhibit 1

**Pope, Hardwicke, Christie, Schell, Kelly & Taplett LLP**

Attorneys

Established 1952

500 West 7<sup>th</sup> Street, Suite 600

Fort Worth, Texas 76102

(817) 332-3245

Fax (817) 877-4781

**Wiring instructions for IOLTA Client Trust Account**

**Credit:**

Bank Name: **Guaranty Bank & Trust**

Bank Address: 500 W 7<sup>th</sup> Street, Suite 150, Fort Worth, TX

ABA Routing #: **111915327**

**For Further Credit to:**

Account Name: **Pope Hardwicke Christie IOLTA Trust Acct**

Account Address: 500 W 7<sup>th</sup> Street, Suite 600, Fort Worth, TX

Account #: **134 451 29**

Ref: Settlement for \_\_\_\_\_



# Exhibit 2

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **AMENDMENT TO OIL, GAS AND MINERAL LEASE**

**THIS AMENDMENT TO OIL, GAS AND MINERAL LEASE** (“Amendment”) is made by and between the **Tarrant Regional Water District, a Water Control and Improvement District**, whose address is 800 East North Side Dr., Fort Worth, Texas 76102, (hereinafter referred to as “Lessor”) and **Bedrock ABS I, LLC and Bedrock Production, LLC**, (hereinafter referred to collectively as “Bedrock”), whose address is 2002 W. Grand Parkway N., Suite 205, Katy, Texas 77449.

### **RECITALS**

**WHEREAS**, that certain Oil, Gas and Mineral Lease, dated December 20, 2001 was made and entered into between Lessor and **Denbury Resources Inc.**, as “Lessee,” (the “Lease”), which is recorded in Volume 1118, Page 440 of the Official Records of Wise County, Texas and as Instrument No. D202020950 in the Real Property Records of Tarrant County, Texas, covering the described lands shown on the Exhibit “A” attached hereto (the “Leased Premises”):

**WHEREAS**, Bedrock (hereinafter referred to as “Lessee”) is the current successor in interest to Denbury Resources, Inc. as Lessee under the Lease; and

**WHEREAS**, Lessor and Lessee are sometimes referred to herein collectively as the “Parties.”

**NOW, THEREFORE** for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby amend the above-described Oil, Gas and Mineral Lease as follows:

**I. Paragraph No. 10., ROYALTIES, of the Lease is deleted in its entirety and replaced as follows:**

“Lessee shall pay to Lessor the following royalties:

- A. On oil, gas, casinghead gas, residue gas or gas remaining after separation, extraction or processing operations, plant products, together with any other liquid or gaseous hydrocarbons recovered by lease operations such as drips or separators, 24% of the greater of (i) the gross proceeds of sale, which shall be free of all costs of any kind, including, but not limited to, Post Production Costs (as defined below) or any other expense, directly or indirectly incurred by Lessee, whether as a direct charge or a reduced price or otherwise or, (ii) the Natural Gas Pipeline Company of America/Texok zone Index published price as reported in the first publication each month of Platts Inside FERC’s Gas Market Report (the “Published Index”) less \$0.10 (the “Differential”). As used herein, the term “Post Production Costs” means all costs of any kind with respect to produced oil, gas and other hydrocarbons which are incurred or charged with respect to such production after the time same is produced from the wellbore, including, but not limited to, costs of gathering, transportation, treating, compression, dehydration, processing, marketing, trucking or any other expense, directly or indirectly incurred by Lessee, whether as a direct charge or a reduced price or otherwise. It is expressly the intent of Lessor and Lessee that Lessor’s royalty never be charged with Post Production Costs so that this language be given effect and never be deemed surplusage. Currently, Lessee’s sales point is not at the wellhead. If the sales point is ever moved to the wellhead, Post Production Costs will be added back to the value of the royalty, and under no circumstances will Post Production Costs be deducted from TRWD’s royalty or the market value, proceeds, or price at the wellhead.

- B. All royalties hereinabove provided shall be payable in cash (unless Lessor elects to take such royalty oil or gas in kind) to Lessor within one hundred twenty (120) days following the first commercial sale of production and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 9 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided herein, Lessor may, at its option, elect to terminate this Lease by sending written notice to Lessee. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on or before the expiration of the 30-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the County Clerk in the county where the Leased Premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.
- C. Lessee agrees that it will not enter into any contract of sale of gas production from this Lease which shall extend more than five (5) years from the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of not less frequency than two (2) years to assure that production from this Lease is not being sold for less than the then-current market value. Lessee, its successors or assigns, shall advise Lessor of the price and other pertinent terms under which gas from the Leased Premises shall be sold and Lessor shall, within thirty (30) days of receiving such notice, notify Lessee as to whether Lessee may sell Lessor's royalty share of gas under Lessee's sales contract or whether Lessor shall take and separately dispose of its royalty share of gas. Notwithstanding the foregoing, Lessor shall, at any time whether before or after a sales contract has been entered into, for periods of not less than six (6) months at a time after ninety (90) days written notice to Lessee, of Lessor's intention to take and separately dispose of its royalty share of gas, have the right to take and separately dispose of its royalty share of gas. In the event Lessor elects to take and separately dispose of its royalty share of gas, an appropriate gas balancing agreement shall be entered into between the parties.
- D. In the event Lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to the producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payment to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to 24% of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Such royalty payments shall be due and owing to Lessor within sixty (60) days after the receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" gas contract shall be applied as a credit toward Lessee's minimum royalty obligation. If the gas purchaser "makes up" such gas within the period called for in the gas contract and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such "make up" gas. If Lessee is not producing any quantities of gas from the Leased Premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this Lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third-party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchaser and/or transporter or pipeline company of Lessor's gas, irrespective of any provision of said contracts to the contrary, and such gas purchase contract and/or transportation agreement will expressly so provide. Further, Lessor shall be entitled to 24% of the value of any benefits

obtained by or granted to Lessee from any gas purchaser and/or transporter for the amendment, modification, extension, alteration, consolidation, transfer, cancellation or settlement of any gas purchase contract and/or transportation agreement.

- E. Lessee shall have free from royalty or other payment the actual consumptive use or actual loss of gas produced from the Leased Premises in all operations which Lessee may conduct hereunder, including field fuel, field use, or secondary recovery operations, and the royalty set forth in Paragraph 10.A. shall be computed after deducting any gas so used. For the avoidance of all doubt, this Paragraph 10.E. does not include fuel usage by any pipeline company or any other entity that is charged to Lessee for use or loss downstream from the first delivery point to a third party or purchaser but only includes Lessee's actual consumptive use or loss of gas in its operations on the Leased Premises in delivering the gas to a third party or purchaser. Fuel usage by any pipeline company or any other entity that is charged to Lessee shall constitute a Post-Production Cost as defined in the Lease and shall not be deducted from Lessor's royalty.
- F. Any payment of royalty or shut-in gas royalty hereunder paid to Lessor in excess of the amount actually due to the Lessor shall nevertheless become the property of the Lessor if Lessee does not make written request to Lessor for reimbursement within one (1) year from the date that Lessor received the erroneous payment, it being agreed and expressly understood between the parties hereto that Lessor is not the collecting agent for any other royalty owner under the lands covered hereby, and a determination of the name, interest ownership and whereabouts of any person entitled to any payment whatsoever under the terms hereof shall be the sole responsibility of Lessee. It is further expressly agreed and understood that: (i) this provision shall in no way diminish the obligation of Lessee to make full and punctual payments of all amounts due to Lessor or to any other person under the terms and provisions of this Lease, and (ii) any overpayments made to the Lessor under any provisions of this Lease shall not be entitled to be offset against future amounts payable to parties hereunder.
- G. If during the Term of this Lease, the Published Index is no longer included in Platts Inside FERC's Gas Market Report, or a subsequent comparable index is no longer published or available, Lessee will, within thirty (30) days of the cessation of publication, propose an alternative Published Index for the purposes of Section 10.A. Lessor will have thirty (30) days from receipt of Lessee's election to confirm or object in writing to such new Published Index, provided the notice from Lessee to Lessor contains boldfaced language at the top of the first page substantially as follows: "**IMPORTANT: IF LESSOR DOES NOT OBJECT TO THIS NOTICE WITHIN THIRTY (30) DAYS, IT WILL BE DEEMED APPROVED.**". Lessor's failure to object to Lessee's elected replacement Published Index within such time will be deemed to constitute Lessor's approval of such Published Index for the purposes of this Lease.
- H. The terms of this Lease may not be amended by any division order and the signing of a division order by any mineral owner may not be made a prerequisite to payment of royalty hereunder.
- I. Lessee shall have the affirmative duty to calculate and determine the royalties due hereunder, including by performing the comparison required by Section 10.A., no less often than quarterly, and reporting to Lessor any underpayment, which shall be due by no later than thirty (30) days after the end of each such quarter. Lessee shall upon request provide Lessor and its auditors any relevant backup or other documentation (including copies of the applicable index) for the quarter at issue.

**For the avoidance of doubt, it is stipulated and agreed that it is the express intention of the parties hereto to increase the royalty payable in this Section 10 from 20% in the original Lease to 24%.**

**This Amendment shall be effective as to production from the Leased Premises and lands pooled therewith at 12:01 a.m. on January 1, 2024.**

Except as hereinabove described, the Lease is not otherwise amended. This Amendment to Oil, Gas and Mineral Lease shall be binding upon and inure to the benefit of the Parties and the respective heirs, personal representatives, successors and assigns. Any party hereto may record a memorandum of this Amendment to Oil, Gas and Mineral Lease in the form of Exhibit B hereto in the applicable real property records of Tarrant and Wise County, Texas.

**IN WITNESS WHEREOF**, this instrument is executed on the 20th day of February, 2024, but deemed effective January 1, 2024.

**LESSOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF TARRANT §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of **TARRANT REGIONAL WATER DISTRICT**, a water control and improvement district, on behalf of said company.

Notary Stamp or Notary Seal:

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**LESSEE:**

**BEDROCK ABS I, LLC**

By: \_\_\_\_\_  
Name: Lucas Wagner  
Title: Chief Operating Officer

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF HARRIS §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by Lucas Wagner as Chief Operating Officer of **BEDROCK ABS I, LLC**, a Delaware limited liability company, on behalf of said company.

Notary Stamp or Notary Seal:

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**BEDROCK PRODUCTION, LLC**

By: \_\_\_\_\_  
Name: Lucas Wagner  
Title: Chief Operating Officer

**THE STATE OF TEXAS** §  
                                                                  §  
**COUNTY OF HARRIS** §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by Lucas Wagner as Chief Operating Officer of **BEDROCK PRODUCTION, LLC**, a Texas limited liability company, on behalf of said company.

Notary Stamp or Notary Seal:

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Attached to and made a part of that certain Amendment of Oil, Gas and Mineral Lease by and between the Tarrant Regional Water District, a Water Control and Improvement District, as Lessor, and Bedrock ABS I, LLC and Bedrock Production, LLC, as Lessee.**

<b>GRANTOR</b>	<b>VOLUME</b>	<b>PAGE</b>	<b>DATE</b>	<b>COUNTY</b>	<b>ACRES</b>
Walter Lisby	122	101	01/04/30	Wise	10.36
C. A. Van Meter	125	463	11/25/31	Wise	28.23
R. L. Bryan	119	351	01/23/30	Wise	20.00
N. G. Holt Estate	122	257	03/01/30	Wise	18.91
J. D. Craft	122	252	12/21/29	Wise	273.13
G. W. Buck	122	69	12/24/29	Wise	133.90
Mrs. M. E. Rowland	122	287	03/08/30	Wise	16.38
W. W. Morris	119	340	12/31/29	Wise	28.50
J. P. Morris	119	338	12/31/29	Wise	28.50
R. S. Morris	119	339	12/31/29	Wise	28.50
Comer & Ben Dossey	119	337	12/31/29	Wise	28.50
M. M. Ford	122	354	04/07/30	Wise	51.33
R. B. Morris	119	303	12/21/29	Wise	17.00
Mrs. Mary Morris	122	347	12/15/29	Wise	20.00
B. L. Morris Estate	122	615	03/14/30	Wise	24.00
Dora E. Logan	123	592	04/22/31	Wise	122.04
W. T. Smith	120	533	11/12/29	Wise	152.12
J. L. Robertson	120	446	09/27/29	Wise	111.36
R. A. Pope	124	33	05/02/31	Wise	500.69
J. W. Ford	121	637	05/18/31	Wise	31.05
J. F. Huddleston	119	291	12/11/29	Wise	87.19
J. W. Carroll	121	608	04/03/31	Wise	160.00
Nellie Rogers Carroll	125	476	11/23/31	Wise	23.17
Inez Ash Palmer	122	393	05/02/30	Wise	10.44
Mrs. L. M. Yoakum	124	31	05/22/31	Wise	37.78
M. J. Washburn Estate	122	253	02/24/30	Wise	25.30
A. B. Harmon	121	53	06/10/30	Wise	80.00
Albert Shaw	1119	47	03/22/30	Tarrant & Wise	38.54
Mrs. O. A. Hiett*	1109	223	11/12/29	Tarrant	136.87
C.R.I. & G. R.R.	1269	338	07/26/35	Tarrant	6.85

\* Only the First Tract as described in the deed from Mrs. O. A. Hiett, et al is included in this Lease.

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

**MEMORANDUM OF AMENDMENT TO OIL, GAS AND MINERAL LEASE**

**THE STATE OF TEXAS §**  
**§KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTIES OF TARRANT AND WISE §**

This Memorandum of Amendment, (hereinafter the “MOA”) is made and entered into by and between the **Tarrant Regional Water District, a Water Control and Improvement District**, whose address is 800 East North Side Dr., Fort Worth, Texas 76102, (hereinafter referred to as “Lessor”) and **Bedrock ABS I, LLC and Bedrock Production, LLC**, (hereinafter referred to collectively as “Bedrock”), whose address is 2002 W. Grand Parkway N., Suite 205, Katy, Texas 77449.

**RECITALS**

WHEREAS, that certain Oil, Gas and Mineral Lease, dated December 20, 2001 was made and entered into between Lessor and **Denbury Resources Inc.**, as “Lessee,” (the “Lease”), which is recorded in Volume 1118, Page 440 of the Official Records of Wise County, Texas and as Instrument No. D202020950 in the Real Property Records of Tarrant County, Texas, covering the described lands shown on the Exhibit “A” attached hereto (the “Leased Premises”):

**WHEREAS**, Bedrock (hereinafter referred to as “Lessee”) is the successor in interest to Denbury Resources, Inc.; and

**WHEREAS**, Lessor and Lessee are sometimes referred to herein collectively as the “Parties.”

**NOW, THEREFORE** for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties have amended the Lease (the “Lease Amendment”) as to Paragraph 10 and hereby place the public on notice of said Lease Amendment. An executed copy of the Lease Amendment is in the possession of the Lessor and Bedrock, and said Lease Amendment with all of its terms, covenants and provisions, a copy of which may be obtained upon proper request, is incorporated herein by reference and made a part hereof for all purposes.

EXECUTED this 20<sup>th</sup> day of February, 2024, but effective for all purposes as of the date of the said Lease Amendment.

*<Signatures and Acknowledgements to follow>*



**LESSOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS §**  
                                          §  
**COUNTY OF TARRANT §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of **TARRANT REGIONAL WATER DISTRICT**, a water control and improvement district, on behalf of said company.

Notary Stamp or Notary Seal:

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**LESSEE:**

**BEDROCK ABS I, LLC**

By: \_\_\_\_\_  
Name: Lucas Wagner  
Title: Chief Operating Officer

**THE STATE OF TEXAS §**  
                                          §  
**COUNTY OF HARRIS §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by Lucas Wagner as Chief Operating Officer of **BEDROCK ABS I, LLC**, a Delaware limited liability company, on behalf of said company.

Notary Stamp or Notary Seal:

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**BEDROCK PRODUCTION, LLC**

By: \_\_\_\_\_  
Name: Lucas Wagner  
Title: Chief Operating Officer

**THE STATE OF TEXAS** §  
                                          §  
**COUNTY OF HARRIS** §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024, by Lucas Wagner as Chief Operating Officer of **BEDROCK PRODUCTION, LLC**, a Texas limited liability company, on behalf of said company.

Notary Stamp or Notary Seal:

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Attached to and made a part of that certain Amendment of Oil, Gas and Mineral Lease by and between the Tarrant Regional Water District, a Water Control and Improvement District, as Lessor, and Bedrock ABS I, LLC and Bedrock Production, LLC, as Lessee.**

<b>GRANTOR</b>	<b>VOLUME</b>	<b>PAGE</b>	<b>DATE</b>	<b>COUNTY</b>	<b>ACRES</b>
Walter Lisby	122	101	01/04/30	Wise	10.36
C. A. Van Meter	125	463	11/25/31	Wise	28.23
R. L. Bryan	119	351	01/23/30	Wise	20.00
N. G. Holt Estate	122	257	03/01/30	Wise	18.91
J. D. Craft	122	252	12/21/29	Wise	273.13
G. W. Buck	122	69	12/24/29	Wise	133.90
Mrs. M. E. Rowland	122	287	03/08/30	Wise	16.38
W. W. Morris	119	340	12/31/29	Wise	28.50
J. P. Morris	119	338	12/31/29	Wise	28.50
R. S. Morris	119	339	12/31/29	Wise	28.50
Comer & Ben Dossey	119	337	12/31/29	Wise	28.50
M. M. Ford	122	354	04/07/30	Wise	51.33
R. B. Morris	119	303	12/21/29	Wise	17.00
Mrs. Mary Morris	122	347	12/15/29	Wise	20.00
B. L. Morris Estate	122	615	03/14/30	Wise	24.00
Dora E. Logan	123	592	04/22/31	Wise	122.04
W. T. Smith	120	533	11/12/29	Wise	152.12
J. L. Robertson	120	446	09/27/29	Wise	111.36
R. A. Pope	124	33	05/02/31	Wise	500.69
J. W. Ford	121	637	05/18/31	Wise	31.05
J. F. Huddleston	119	291	12/11/29	Wise	87.19
J. W. Carroll	121	608	04/03/31	Wise	160.00
Nellie Rogers Carroll	125	476	11/23/31	Wise	23.17
Inez Ash Palmer	122	393	05/02/30	Wise	10.44
Mrs. L. M. Yoakum	124	31	05/22/31	Wise	37.78
M. J. Washburn Estate	122	253	02/24/30	Wise	25.30
A. B. Harmon	121	53	06/10/30	Wise	80.00
Albert Shaw	1119	47	03/22/30	Tarrant & Wise	38.54
Mrs. O. A. Hiett*	1109	223	11/12/29	Tarrant	136.87
C.R.I. & G. R.R.	1269	338	07/26/35	Tarrant	6.85

\* Only the First Tract as described in the deed from Mrs. O. A. Hiett, et al is included in this Lease.

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 11

**DATE:** February 20, 2024

**SUBJECT:** Consider Approval of Revised Electric Service Agreement with the Navarro County Electric Cooperative related to Settlement of Cause No: D-1-GN-23-003173, *TRWD v. Navarro County Electric Cooperative*, in the 201<sup>st</sup> District Court in Travis County, Texas

**FUNDING:** N/A

**RECOMMENDATION:**

Management recommends approval of the agreement that will resolve the litigation.

**DISCUSSION:**

In 2023 TRWD filed suit in Travis County, Texas against the Navarro County Electric Cooperative (“NCEC”)—one of TRWD’s pass-through retail electric service providers—requesting judicial review of NCEC’s revised rate setting resolution and claiming both the resolution and, by extension, its electric service agreement with TRWD violated the Texas Utilities Code. The parties have since agreed in principle on a settlement to resolve the dispute. The proposed settlement involves the execution of a revised Electric Service Agreement.

If approved, the agreement will be fully executed and TRWD will then submit the necessary court filings to non-suit the case and bring the litigation to a close.

This item was reviewed by the Administration and Policy Committee on February 13, 2024.

**Submitted By:**

Stephen Tatum  
General Counsel

## Next Scheduled Board Meetings

March 5, 2024 at 1:00 PM

March 19, 2024 at 9:00 AM