

INTERLOCAL AGREEMENT  
BY AND AMONG  
SAN JACINTO RIVER AUTHORITY,  
HARRIS COUNTY FLOOD CONTROL DISTRICT,  
CITY OF HUMBLE, TEXAS  
THE WOODLANDS MUNICIPAL UTILITY DISTRICT NO. 1,  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 7,  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 46, OF MONTGOMERY  
COUNTY, TEXAS,  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 60, OF MONTGOMERY  
COUNTY, TEXAS, AND  
HARRIS-MONTGOMERY COUNTIES MUNICIPAL UTILITY DISTRICT NO. 386  
  
(TWDB Flood Infrastructure Fund –  
Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study)

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and among the SAN JACINTO RIVER AUTHORITY, a conservation and reclamation district, body politic and corporate and a governmental agency of the State of Texas, organized and operating under the provisions of a series of Acts compiled as Article 8280-121, Vernon's Annotated Texas Civil Statutes, as amended, and Article XVI, Section 59, Texas Constitution (the "Authority"), the HARRIS COUNTY FLOOD CONTROL DISTRICT, body corporate and politic under the laws of the State of Texas ("HCFCD"), the CITY OF HUMBLE, TEXAS, a home-rule municipal corporation and political subdivision of the State of Texas ("Humble"), THE WOODLANDS MUNICIPAL UTILITY DISTRICT NO. 1, a body politic and corporate and a governmental agency of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Section 59 of Article XVI of the Texas Constitution ("No. 1"), MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 7, a body politic and corporate and a governmental agency of the State of Texas, created and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Article XVI, Section 59, Texas Constitution ("No. 7"), MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 46, OF MONTGOMERY COUNTY, TEXAS, a body politic and corporate and a governmental agency of the State of Texas, created and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Article XVI, Section 59, Texas Constitution ("No. 46"), MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 60, OF MONTGOMERY COUNTY, TEXAS, a body politic and corporate and a governmental agency of the State of Texas, created and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Article XVI, Section 59, Texas Constitution ("No. 60"), HARRIS-MONTGOMERY COUNTIES MUNICIPAL UTILITY DISTRICT NO. 386, a body politic and corporate and a governmental agency of the State of Texas, operating under the provisions of Chapter 49 and Chapter 54, Texas Water Code, as amended, and Article XVI, Section 59 of the Constitution of the State of Texas ("No. 386" and, collectively with HCFCD, Humble, and the aforesaid municipal utility districts, the "Local Partners"), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"). Hereinafter, each of said parties may be referred to as a "Party", and all of said parties may be referred to collectively as the "Parties".

W I T N E S S E T H:RECITALS

WHEREAS, the Authority is authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49, Texas Water Code, as amended, and its enabling legislation, to provide for the control, storage, preservation, and distribution of storm water and floodwater of the San Jacinto River watershed; and

WHEREAS, the Local Partners are authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49 and Chapter 54, Texas Water Code, as amended, to provide for the control, storage, preservation, and distribution of storm water and floodwater of its rivers and streams, and the control, abatement, and change of any harmful excess of water; and

WHEREAS, the Authority and Local Partners are all authorized to enter into an interlocal agreement pursuant to the Act; and

WHEREAS, pursuant to such authority and the provision of the Act, the Authority and the Local Partners deem it appropriate at this time to cooperate in order to procure a study examining the conceptual engineering feasibility of two sites in the Spring Creek Watershed, as shown in Exhibit A, for the potential construction, operation, and maintenance of regional storm water and floodwater reservoir and/or detention facilities (the "Project"); and

WHEREAS, the Parties have determined to enter into this Agreement to address, among other things, the undertaking of the Project and the administration of same by the Authority, the obligation of the Local Partners to contribute funds towards the costs of the Project, and the other rights and responsibilities of the Parties relative to the Project; and

WHEREAS, the Parties have determined that they are authorized to enter into this Agreement by the Constitution and laws of the State of Texas including, but not limited to, the Act; that the subject of this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental functions or services which are the subject matter of this Agreement; that the performance of this Agreement is in the interest of all Parties; and that the division of work and costs fairly compensates the performing parties for the functions or services contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and of the promises, obligations and benefits hereinafter set forth, the Parties contract and agree as follows:

## ARTICLE I

TITLES AND HEADINGS; INTERPRETATIONS

Section 1.1: Recitals; Attachments, Exhibits. The Parties agree to the truth of the recitals set forth above in this Agreement. The recitals and all attachments or exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

Section 1.2: Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent.

Section 1.3: Interpretations. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The Parties agree that this Agreement shall not be construed in favor of or against any of the Parties on the basis that the Party did or did not author this Agreement.

## ARTICLE II

PROJECT DEFINITION; PROJECT ENGINEER; PROJECT ADMINISTRATION; FUNDING OF PROJECT

Section 2.1: Project Definition. The Project includes the conceptual-level design of two dams within the Spring Creek watershed, one along Birch Creek and one along Walnut Creek, as well as definition of benefits and costs of the dams. The outcome of the Project will allow for determination of the most feasible and economical alternative(s) for possible future development. These Project goals are incorporated in the draft Work Order, attached as Exhibit B.

Section 2.2: Application for Grant Funding and Local Match Requirements. (a) The Parties hereby acknowledge that, pursuant to an invitation from the Texas Water Development Board ("TWDB"), the Authority has submitted a full application to the TWDB requesting grant funds from the Flood Infrastructure Fund ("FIF") for the Project, a copy of which has been made available to the Local Partners. The Local Partners hereby ratify and approve of such application in all respects.

(b) The total amount of FIF grant funds requested for the Project shall not exceed \$1,000,000, with a 50% local match requirement (the "Local Match") not to exceed \$500,000. The Local Partners agree to fund the required Local Match amount, not to exceed \$500,000, subject to the remaining terms and conditions of this Agreement.

(c) Contingent upon TWDB award of FIF grant funds for the Project, the Parties hereby agree that the Authority shall enter into the necessary contractual arrangements with the TWDB to take receipt of such funds. The Local Partners further agree to enter into such additional contractual agreements with the Authority and/or the TWDB as may be reasonable and necessary in connection therewith.

(d) Section 2.3 through Section 2.7 of this Agreement shall apply to the undertaking of the Project if and to the extent the Authority enters into the necessary contractual arrangements with the TWDB to take receipt of FIF grant funds awarded for the Project. If the Authority is unable to enter into such contractual arrangement, as determined by the Authority in its sole discretion and after consultation with Local Partners, the Authority shall have the right to immediately terminate this Agreement by providing written notice of same to the Local Partners.

Section 2.3: Engagement of Consulting Project Engineer. The Authority agrees to use best efforts to engage the participation of Local Partners to provide input, scoring, and selection of a professional engineer (the "Consultant") to perform the Project and to also have input into the Project scope of work. However, the Parties agree that the Authority shall select the Consultant, finalize and enter into a Professional Services Agreement with the Consultant, and issue a Work Order to the Consultant to perform the Project pursuant to such agreement in substantially the form attached hereto as **Exhibit B**, upon entering into the necessary contractual arrangements with the TWDB to take receipt of FIF grant funds for the Project. The Professional Services Agreement and Work Order (including scope of work) are subject to approval by TWDB.

Section 2.4: Project Management; Sufficient Consideration. (a) The Authority shall oversee and manage the performance of the Project by the Consultant and shall coordinate and consult with the Local Partners in order to obtain their input at relevant points during the course of the Project. The Authority will also manage any meetings called to gather public input on the Project. Without limiting the generality of the foregoing, the Authority agrees to coordinate and consult with the Local Partners regarding:

(1) The monthly status of achieving Project tasks, including milestone and other progress reports; and

(2) Preliminary, draft or interim Project materials, documents and deliverables.

(b) Each Party agrees to use best efforts to fully and timely coordinate and provide information requested by the Consultant to perform the Project.

(c) Each of the Parties shall coordinate and be in agreement with Project findings prior to finalization of the Project and be entitled to a copy of the final results of the Project and to use such results for flood planning and for such other purposes as may be deemed appropriate.

(d) Each Party agrees to notify the other Parties within five (5) business days of being made aware of any legally required release of preliminary, draft or interim Project materials, documents and deliverables. Except as otherwise legally required, each Party agrees to refrain from the public release of preliminary, draft or interim Project materials, documents and deliverables, unless agreed upon in writing by all the Parties. Upon issuance of final Project materials, documents and deliverables, however, each Party may release the same to the public at its discretion without prior notice to or approval by the other Parties. The parties agree to use best efforts to coordinate on the release of any information to the public related to the Project.

(e) The Local Partners agree and acknowledge that the Authority's commitment of staff to oversee and manage the performance of the Project by the Consultant is full and sufficient non-monetary consideration for the Local Partners to enter into this Agreement and to fund the costs for the Consultant's work at no further cost or expense to the Authority.

Section 2.5: Project Account; Deposits; Commencement of Work. (a) The Authority shall open a separate, depository banking account (the "Project Account") upon entering into the necessary contractual arrangements with the TWDB to take receipt of FIF grant funds for the Project.

(b) The Authority shall provide the Local Partners with written notice as soon as reasonably practicable following the opening of the Project Account. Within forty-five (45) calendar days thereafter, (i) Humble shall make a deposit of funds into the Project Account in the amount of \$50,000, and (ii) each Local Partner, with the exception of Humble, shall make an initial deposit of funds into the Project Account in an amount calculated based upon the eligible costs of the Project ("Project Costs") multiplied by such Local Partner's agreed-upon percentage share of the Local Match for the Project (after adjustment for the \$50,000 deposited by Humble), as reflected in Table 1 on Exhibit C. Each Local Partner's maximum possible contribution is also reflected in Table 1 on Exhibit C. Any additional amount to be contributed by any of the Local Partners shall require an amendment to this agreement and approval by any impacted Local Party's governing body. The Authority shall notify all of the Local Partners of any Local Partner that has failed to deposit funds to the Project Account as required. Unless acceptable payment arrangements have been made with the Authority to address the failure to adequately fund the Project Account, then, in its sole discretion, the Authority shall have the right to immediately terminate this Agreement by providing written notice of same to the Local Partners. In such event, the Authority shall refund to each Local Partner all amounts advanced by such Local Partner that remain in the Project Account not later than thirty (30) calendar days following of delivery of notice of termination.

(c) Each Local Partner represents and warrants that it has current revenues legally available and appropriated to make the required deposit into the Project Account pursuant to subsection (b), above.

(d) The Authority shall instruct the Consultant to commence work on the Project as soon as reasonably practicable following the deposit of funds pursuant to subsection (b).

(e) As work on the Project progresses, the Authority shall be responsible for securing FIF grant funds for the Project from the TWDB and depositing same into the Project Account.

(f) As work on the Project progresses, the Authority shall notify the Local Partners if additional funds will be needed to complete the Project such that an amendment to this Agreement will be necessary.

Section 2.6: Payment of Project Costs; Responsibilities of Local Partners. (a) Funds on deposit in the Project Account may be withdrawn and used by the Authority only to pay eligible Project Costs from time to time without the prior approval of the Local Partners.

(b) Notwithstanding the amounts initially advanced by the Local Partners to the Authority pursuant to Section 2.5(b) hereof, each Local Partner shall be responsible for its amount or percentage share of the Local Match, as applicable, as reflected in Table 2 on Exhibit C. Unless all of the Parties agree otherwise in writing, the Authority shall take such actions as are necessary to ensure that the Local Match does not exceed a total amount of \$500,000. To that end, the total dollar amount of in-kind services provided by the Authority and approved by TWDB ("Authority Services Amount") shall be applied to reduce the total dollar amount of the required Local Match for the Local Partners, as reflected in Table 2 on Exhibit C.

Section 2.7: Records; Final Accounting. (a) The Authority shall preserve the books, transaction history, invoices, charges and other records relating to the deposit of funds to and payment of Project Costs from the Project Account (the "Records").

(b) Not later than sixty (60) calendar days following the final payment of all Project Costs, the Authority shall provide the Local Partners with a draft accounting of all deposits to the Project Account and all Project Costs paid from the Project Account, taking into consideration the Authority Services Amount to reduce the total dollar amount of the required Local Match, as reflected in Table 2 on Exhibit C. The Local Partners shall have sixty (60) calendar days to review the draft accounting and to provide comments on same to the Authority, which comments shall be addressed prior to the Authority's final approval of the accounting.

(c) If any Local Partner has underfunded the Project Account (an "Owing Partner"), as reflected in the approved final accounting, such Local Partner will make timely payment of the deficit to the Authority within forty-five (45) calendar days of receipt of an invoice therefor. Conversely, if any Local Partner has overfunded the Project Account, as reflected in the approved final accounting, the Authority agrees to refund such excess amount to such Local Partner within sixty (60) calendar days following the Authority's receipt of all funds due from all Owing Partners.

### ARTICLE III

#### MISCELLANEOUS

Section 3.1: Termination; Term. Unless earlier terminated by the Authority pursuant to Sections 2.2(d) or 2.5(b) hereof, this Agreement shall automatically expire on the date that is three (3) years following the Effective Date.

Section 3.2: Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, delivery or advice ("Notice") provided or permitted to be given, made or accepted by a Party, must be in writing and shall be given (i) by facsimile or e-mail at the facsimile number or e-mail address of the Party to be notified as set forth below, or (ii) by the mailing of same by United States certified mail (return receipt requested), with proper postage affixed thereto and addressed to the Party to be notified at the address set forth below. Notice by facsimile or e-mail shall be effective upon actual receipt by the Party to be notified. Notice by certified mail shall be effective when actually received, as reflected on the corresponding return receipt. For the purpose of Notice, the facsimile numbers, e-mail addresses, and mailing addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the Authority:

San Jacinto River Authority  
1577 Dam Site Road  
Conroe, Texas 77304  
Attn: General Manager  
Telephone: (936) 588-3111  
Facsimile: (936) 588-3043  
E-mail: [legalnotices@sjra.net](mailto:legalnotices@sjra.net)

With a copy to:

Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attn: Mitchell G. Page  
Telephone: (713) 623-4531  
Facsimile: (713) 623-6143  
E-mail: [mgpage@sphllp.com](mailto:mgpage@sphllp.com)

If to HCFCD:

Harris County Flood Control District  
9900 Northwest Freeway  
Houston, Texas 77092  
Attn: Executive Director  
346-286-4000

If to Humble:

City of Humble  
114 W. Higgins  
Humble, Texas 77338  
Attn: City Manager  
Telephone: 281-446-3061  
Facsimile: 281-446-7843  
E-mail: [jstuebe@cityofhumble.net](mailto:jstuebe@cityofhumble.net)

With a copy to:

Olson and Olson, L.L.P.  
2727 Allen Parkway, #600  
Houston, Texas 77019  
Attn: Scott Bounds  
Telephone: 713-533-3800  
Facsimile: 713-533-3888  
E-mail: [sbounds@olsonllp.com](mailto:sbounds@olsonllp.com)

If to No. 1, No. 7, No. 46 or No. 60:

The Woodlands Water Agency  
2455 Lake Robbins Drive  
The Woodlands, Texas 77380  
Attn: General Manager  
Telephone: (832) 813-6900  
E-mail: [jstinson@woodlandswater.org](mailto:jstinson@woodlandswater.org)

With a copy to:

Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attn: Bryan T. Yeates  
Telephone: (713) 623-4531  
Facsimile: (713) 623-6143  
E-mail: [byeates@sphllp.com](mailto:byeates@sphllp.com)

If to No. 386:

Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attn: Howard M. Cohen  
Telephone: (713) 623-4531  
Facsimile: (713) 623-6143  
E-mail: [hcohen@sphllp.com](mailto:hcohen@sphllp.com)

A Party shall have the right to change its address by providing at least fifteen calendar (15) days' advance written notice of such change to the other Parties.

Section 3.3: Approvals. Unless otherwise expressly provided herein, when this Agreement requires approval, consent, permission, agreement or authorization by a Party, such approval, consent, permission, agreement or authorization shall not be unreasonably conditioned, withheld or delayed.

Section 3.4: Force Majeure. In the event a Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure, and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of such force majeure to the other Parties. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include without limitation



of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, and any other inability of a Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

Section 3.5: Severability and Reformation. Nothing in this Agreement shall be construed to violate any State or Federal administrative or statutory provision, or any State or Federal constitutional provision, and all acts done pursuant to this Agreement shall be performed in such manner as to conform thereto whether expressly provided or not. If any provision of this Agreement is held by a final and non-appealable decision of a court of competent jurisdiction to be unenforceable or violative of laws, orders, rules, or regulations of the United States of America, the State of Texas, or any regulatory body having jurisdiction, all other parts hereof remain enforceable. Further, if a provision of this Agreement is held by a final and non-appealable decision of a court of competent jurisdiction to be unenforceable or violative of laws, orders, rules, or regulations of the United States of America, the State of Texas, or any regulatory body having jurisdiction, the Parties shall have the power by resolution to adopt and promulgate reasonable and necessary alternative procedures which will conform thereto and the Parties agree that they would have entered into this Agreement notwithstanding the invalidity of any provision or provisions hereof.

Section 3.6: No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition, or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 3.7: Assignability. This Agreement shall not be assignable by any Party.

Section 3.8: Modification. This Agreement shall be subject to change or modification only with the written consent of all of the Parties hereto.

Section 3.9: Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and their respective legal successors and shall not be construed to confer any rights upon any third party.

Section 3.10: Merger. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof.

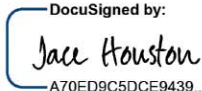
Section 3.11: Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Texas.

Section 3.12: Representations and Warranties. The Parties have heretofore determined and hereby declare and represent that they are authorized and empowered to make, execute and deliver this Agreement under the laws and constitution of the State of Texas, and that the terms, conditions and provisions of this Agreement are mutually agreeable, fair and advantageous.

*[SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

SAN JACINTO RIVER AUTHORITY

By:  A70ED9C5DCE9439...  
Jace A. Houston, General Manager

(SEAL)

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE  
Harris County Attorney

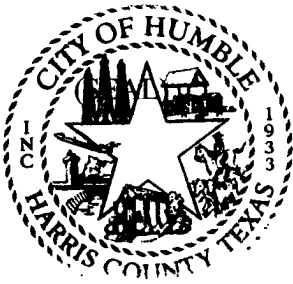
By:  \_\_\_\_\_  
Laura Fiorentino Cahill  
Senior Assistant County Attorney

CITY OF HUMBLE, TEXAS

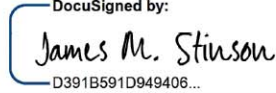
By: Merle Aaron  
Merle Aaron, Mayor

ATTEST:

By: Jenny Page  
Jenny Page, City Secretary

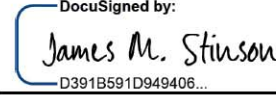


THE WOODLANDS MUNICIPAL  
UTILITY DISTRICT NO. 1

By:  James M. Stinson, General Manager  
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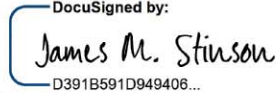
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MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 7

By:  James M. Stinson, General Manager  
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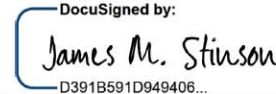
(SEAL)

MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 46 OF  
MONTGOMERY COUNTY, TEXAS

By:  James M. Stinson, General Manager  
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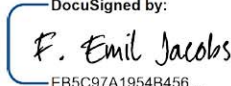
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MONTGOMERY COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 60 OF  
MONTGOMERY COUNTY, TEXAS

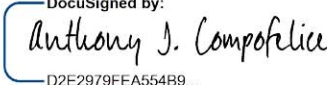
By:  James M. Stinson, General Manager  
D391B591D949406...

(SEAL)

HARRIS-MONTGOMERY COUNTIES  
MUNICIPAL UTILITY DISTRICT NO.  
386

By:   
F. Emil Jacobs  
President, Board of Directors

ATTEST:

By:   
Anthony J. Compofelice  
Secretary, Board of Directors

(SEAL)



## Exhibit A

[Depiction of Project follows]



### SPRING CREEK — BIRCH CREEK DETENTION

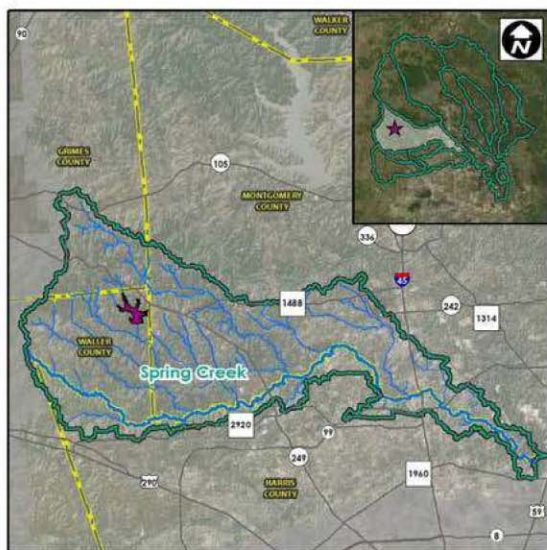
*(Recommend Project in SJMDP)*

**LOCATION:** Approximately 12 miles U/S of Spring Creek on Birch Creek

**OBJECTIVE:** Reduce flooding along Spring Creek

**HOW IT WORKS:** Dry dam detention facility impounds stream flow during flood events

**IMMEDIATE DOWNSTREAM BENEFIT:** Incremental Atlas 14 WSEL reduction – 1% ACE to 2% ACE



#### OPPORTUNITIES AND CHALLENGES

##### POTENTIAL PARTNERS

Waller County, Montgomery County, SJRA, USACE, MUD 386, The Woodlands Township, Woodlands Water Agency, City of Tomball, TWDB, GLO, FEMA, HCFCD

##### REQUIRED REAL ESTATE

- 71 parcels within PMF
- 15 parcels within 1% ACE WSEL

##### DESKTOP ENVIRONMENTAL MITIGATION

- 2.1 acres of potential wetlands
- 1,370 linear feet of NHD streams

##### RELOCATIONS/RECONSTRUCTION\*

- 1 oil & gas pipeline conflicts
- 0.6 miles of roads (PMF)
- 0.3 miles of roads (1% ACE)

\*Costs for these items are not explicitly included in the project estimate; however, a 30% contingency was added to the project that may cover all or a portion of these relocations. More detailed information should be provided during project development.

#### IMPROVEMENT SPECIFICATIONS

- Dry dam detention facility
- 873 acres (1% ACE)
- 917 acres (PMF)
- 7,731 acre-feet (1% ACE)
- Embankment: 460k cubic yards
- Max dam height: 41 ft
- Dam length: 0.7 miles

#### ESTIMATED BENEFITS

- Structures removed from 1% ACE floodplain: 815
- Reduction in instances of flooding over 50-year period: 1,084
- Benefited areas:
  - The Woodlands, Tomball, Stagecoach
- Reduces 1% ACE WSEL at least 0.5 feet for 25.9 miles along Spring Creek
- Improves ponding depths on 13 road/rail crossings
- Net Present Value Benefit: \$66.0M

#### ESTIMATED COSTS

Design Cost.....	\$3M
Construction Cost.....	\$23M
Environmental Cost.....	\$6M
ROW Cost.....	\$48M-\$88M
<b>TOTAL COSTS.....</b>	<b>\$80M-\$120M</b>
20-Year Escalation Cost .....	\$121M-\$181M

**BENEFIT-COST RATIO: 0.55-0.83**





## SPRING CREEK – WALNUT CREEK DETENTION

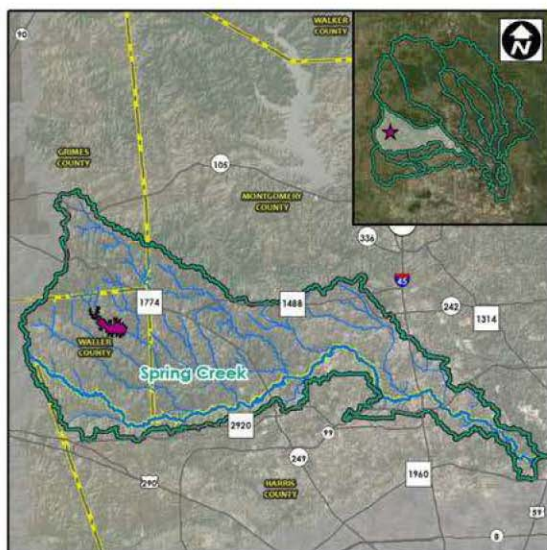
*(Recommend Project in SJMDP)*

**LOCATION:** Approximately 12 miles U/S of Spring Creek on Walnut Creek

**OBJECTIVE:** Reduce flooding along Spring Creek

**HOW IT WORKS:** Dry dam detention facility impounds stream flow during flood events

**IMMEDIATE DOWNSTREAM BENEFIT:** Incremental Atlas 14 WSEL reduction – 1% ACE to 2% ACE



### OPPORTUNITIES AND CHALLENGES

#### POTENTIAL PARTNERS

Waller County, Montgomery County, SJRA, USACE, MUD 386, City of Tomball, The Woodlands Township, Woodlands Water Agency, TWDB, GLO, FEMA, HCFCD, Harris County

#### REQUIRED REAL ESTATE

- 37 parcels within PMF
- 30 parcels within 1% ACE WSEL

#### DESKTOP ENVIRONMENTAL MITIGATION

- 6 acres of potential wetlands
- 840 linear feet of NHD streams

#### RELOCATIONS/RECONSTRUCTION

- 1 oil & gas pipeline conflicts
- 1.3 miles of roads (PMF)
- 1.3 miles of roads (1% ACE)

\*Costs for these items are not explicitly included in the project estimate; however, a 30% contingency was added to the project that may cover all or a portion of these relocations. More detailed information should be provided during project development.

### IMPROVEMENT SPECIFICATIONS

- Dry dam detention facility
- 1,218 acres (1% ACE)
- 1,279 acres (PMF)
- 12,159 acre-feet (1% ACE)
- Embankment: 670k cubic yards
- Max dam height: 46 ft
- 1.2 miles in length

### ESTIMATED BENEFITS

- Structures removed from 1% ACE floodplain: 1,205
- Reduction in instances of flooding over 50-year period: 1,653
- Benefited areas:
  - Tomball, The Woodlands
- Reduces 1% ACE WSEL at least 0.5 feet for 41.2 miles along Spring Creek
- Improves ponding depths on 13 road/rail crossings
- Net Present Value Benefit: \$101.2M

### ESTIMATED COSTS

Design Cost.....	\$4M
Construction Cost.....	\$37M
Environmental Cost.....	\$8M
ROW Cost.....	\$49M-\$84M
<b>TOTAL COSTS.....</b>	<b>\$97M-\$132M</b>
20-Year Escalation Cost.....	\$147M-\$200M

**BENEFIT-COST RATIO: 0.77-1.04**

## **Exhibit B**

[Draft Consultant Work Order No. 1 Follows]

San Jacinto River Authority  
Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study

DRAFT Work Order No. 1

This Work Order is issued subject to, is governed by and incorporates by reference that certain Professional Services Agreement, Contract No. 21-00XX, between the SJRA and CONSULTANT effective Month XX, 2021.

Work Order Date: \_\_\_\_\_, 2021

CONSULTANT: \_\_\_\_\_

Type of Compensation: \_\_\_\_\_

Compensation: \$ \_\_\_\_\_

Location of Services: Waller, Montgomery, and/or Harris Counties, Texas

Description of Services: Perform a conceptual engineering feasibility study for flood control reservoirs along Walnut Creek and Birch Creek.

Deliverables: See Attached.

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Schedule Requirements:

Commence Services: Month XX, 2021

Completion of Services: Month XX, 2021

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

**SJRA**

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

Name: Jace A. Houston

Title: General Manager

and

**Consultant**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

San Jacinto River Authority  
Flood Management Division  
Month 2021

Attachment B – Page 1 of 8  
Contract No. 21-00XX

San Jacinto River Authority  
Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study

DRAFT Work Order No. 1

SCOPE OF WORK

**General**

The following scope generally describes the efforts associated with Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study.

The Consultant shall provide:

**Task 1101 – Project Management**

1. Consultant shall participate in a kickoff meeting with SJRA.
2. General: Provide for the management of the resources of the Consultant to meet the technical, financial, and schedule requirements of the Project Sponsors. This will include the overall management of the Project and the various specialized discipline teams responsible for the development of the Project.
3. Baseline Schedule Development and Updates: Develop, manage, monitor, update, and coordinate (in coordination with Project Sponsors) the baseline schedule throughout the life of the Project based on changes or necessary updates.
4. Project Status Reports: Provide written Project status reports to Project Sponsors once per month throughout the duration of the Project. Project status reports will include, at a minimum, a summary description of activities completed, description of activities planned for the next 30 days, financial status of the Project, status of schedule for the Project, and identification of any technical or other issues which may have an impact to the overall Project budget and/or schedule. Project status reports will be provided to Project Sponsors with each invoice.
5. Meetings: Schedule and participate in regular meetings (in person, by videoconference, or by phone, as appropriate) with Project Sponsors, Consultant's sub-consultants, Project Sponsors, third party consultants, and other stakeholders (as appropriate). Consultant will disseminate pertinent Project information internally and externally, implement Quality Assurance (QA) and Quality Control (QC) measures, and submit deliverables as required per the attached Project schedule. All meeting agendas, workshop planning information and handouts, meeting notes, and other applicable information pertaining to each specific meeting or workshop will be developed and distributed by the Consultant. Meetings will consist of:
  - a. One initial kick-off meeting with Project Sponsors to discuss Project expectations, schedule, and deliverables and confirm Project goals.
  - b. One internal kick-off meeting with Project Team to discuss Project scope, schedule, budget, and deliverables.
  - c. Monthly in-person Project update meetings with Project Sponsors as well as appropriate team members to present detailed status updates of the Project's progress and budget and discuss any major issues identified. Several of these will review the contents of and/or comments on the various Task Technical Memoranda.
  - d. Occasional conference call meetings as needed to address specific issues and detailed

San Jacinto River Authority  
Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study

DRAFT Work Order No. 1

project coordination.

- e. Up to three (3) presentations of results and recommendations to the Project Sponsors.
  - f. Up to six (6) public meetings. This includes developing community outreach materials suitable to convey information to the public about the study purpose, findings, and recommendations.
6. Quality Control and Quality Assurance (QA/QC): Consultant will develop a Quality Control and Quality Assurance Plan and perform QA/QC activities according to the Plan as part of its work. Documentation of these activities will be provided with each design deliverable. A QA/QC Audit may be performed by Project Sponsors. Audit date/time will be scheduled in advance of audit.
7. Document Control: Consultant shall provide a Document Control Specialist to assist in the planning, execution, filing, and retrieval of all Project documentation during the Project including applicable Project Management Information Systems (PMIS), i.e. SharePoint. Project Sponsors will setup a SharePoint site to be used for this Project. Consultant shall utilize this system as a management tool and repository of all data, reports, photographs, letters, memoranda, models, invoices, and other information as directed by Project Sponsors.
8. Invoicing: Consultant shall submit invoices monthly by the 10th day of the month following the month being invoiced for. Invoices shall include a brief summary of Consultant's activities and deliverables completed within the month and activities planned for the next month. Invoices shall be submitted to location defined by Project Sponsors. Coordinate with Project Sponsors to determine appropriate format and content for invoice submittals.

**Task 1102 – Environmental Due Diligence**

1. Preliminary Environmental Field Investigation: Conduct preliminary site investigations of the two proposed flood control dam sites, Walnut Creek and Birch Creek Dams, to assess potential environmental issues. Site investigation will consist of reviewing existing literature and mapping as well as readily apparent environmental issues that may be present on the site visits. The investigation will review Section 404 permitting triggers including the locations and approximate size of streams, wetlands, and other potentially jurisdictional waters of the United States. These will be based on National Wetlands Inventory (NWI) maps, National Hydrography Dataset (NHD) data, and aerial photograph interpretation as well as a field visit to identify potential issues. The presence and locations of wetlands would be identified; however, an on-site detailed field wetland delineation will not be performed as part of this preliminary due diligence assessment. It is assumed that SJRA will arrange right-of entry as necessary to complete site visits. Other potential issues will include:
- a. Presence of potential habitat for listed federal threatened and endangered species
  - b. Visual indicators of potential contamination by hazardous materials
  - c. Other readily observable environmental issues that have the potential of impacting the development of each dam site.

**San Jacinto River Authority  
Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study**

**DRAFT Work Order No. 1**

- d. Assume that each dam is “dry bottom” with no permanent storage of water. Therefore, no water rights permitting activities are assumed to be required.
  2. Cultural resources desktop survey: Review existing remotely accessible sources of information pertaining to each of the two sites, including archaeological resource maps, soil maps, vegetation maps, aerial imagery, historic maps, and historic aerial imagery. Prepare a coordination letter for submittal to the Texas Historical Commission to determine if a survey is required. The on-site investigation will not include a field survey for cultural resources as part of this preliminary due diligence assessment.
  3. Limited Desktop Phase 1 Environmental Site Assessment (ESA)
    - a. Historical Land Use Review: Perform an investigation into prior ownership and past land uses for each alternative dam site location and affected properties. Attempt to identify obvious uses of the subject properties from the present back to the property’s first developed use based on review of the following records (if available):
      - i. Interviews with local representatives and property owners/tenants.
      - ii. Historical aerial photography.
      - iii. Sanborn fire insurance maps.
    - b. Regulatory Agency Records Review: Review information found in federal and state regulatory records for the subject property’s associated with each alternative dam site location, including records related to
      - i. Environmental-related permits.
      - ii. Notices-of-violation and incidents involving use, disposal, or accidental release of hazardous substances, petroleum products, or other waste materials.
      - iii. Local records, if available, related to the subject property will also be reviewed for indications of environmental concern.
    - c. Document the condition of each proposed flood control dam site using representative photographs.
      - i. Description of the water bodies within each alternative dam site location
      - ii. Representative photographs of the area for each alternative dam site location
      - iii. Description of the area(s) that will be inundated by each alternative dam site location
  4. Conduct one (1) agency pre-application meeting with the Galveston District of the US Army Corps of Engineers (USACE) to discuss project scope, initial permitting findings and assumptions, as well as mitigation needs and assumptions. Note: alternatively, this meeting may be a joint meeting involving multiple regulatory agencies in addition to the USACE.



**San Jacinto River Authority  
Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study**

**DRAFT Work Order No. 1**

5. Environmental Mitigation: Develop general concepts for potential required mitigation for each of the proposed flood control dam sites related to Section 404 issues. Research availability of regional environmental bank credits that may be available for mitigation or determine if permittee responsible mitigation will be required. No conceptual design of environmental mitigation will be performed. Review environmental issues and identify constraints and any apparent fatal flaws noted in the field survey and from the review of readily available public aerial photography and database review. Evaluate conceptual dam design alternatives developed in Task 3 to minimize or avoid impacts to sensitive or regulated environmental resources present in or adjacent to the footprint of each alternative dam site.
6. Develop an estimated schedule for permitting, environmental mitigation, and cultural resources mitigation.
7. Prepare Draft Environmental Due Diligence Technical Memorandum and submit to Project Sponsors for review and comment. Note: this scope does not include preparation of grant or permit applications or pre-construction notifications to the USACE.
8. Incorporate comments from Project Sponsors and prepare Final Environmental Due Diligence and Constraints Identification portions of the full report, described in Task 1106.

**Task 1103 – Conceptual Design of Proposed Flood Control Dams**

1. Review available mapping and soil maps to confirm dam location identified from the screening study. Adjustments to the location may be made within the general area but changes will be avoided that affect the results of the hydraulic analysis.
2. Conduct a site visit to each of the two proposed sites to develop a general understanding of access, possible boring locations, and potentially critical conflicts. This site visit may be conducted either in conjunction with the environmental site visit or separately.
3. Geotechnical Field and Laboratory Investigation: Drill up to 6 geotechnical borings, each of which will be up to 75 feet deep, on or near the selected centerline location of each of the two proposed flood control dams, Walnut Creek and Birch Creek Dams. Locations of the borings may be adjusted based on access constraints, but it is assumed clearing will be needed. Samples will be collected intermittently using continuous flight augers and either split-spoon (coarse-grained soils) or tube (fine-grained soils) samplers. At completion, the boreholes will be backfilled with cement- bentonite grout. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, handle, and transport the samples. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. It is assumed that SJRA will arrange right-of entry as necessary to complete site visits.
4. Based on the geotechnical borings, develop a centerline profile of the surface and foundation material and select proposed locations for the spillway structure(s). Soil maps will also be used for review of potential borrow materials.

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**DRAFT Work Order No. 1**

5. Develop up to three alternative configurations for each of the two proposed dams. Each will consist primarily of an earthen embankment with minimal permanent storage, an uncontrolled low-flow discharge structure and an uncontrolled spillway. The uncontrolled spillway will flow only during events greater than the Atlas 14 1% annual chance (100-year) storm and up to the Probable Maximum Flood (PMF). The uncontrolled spillway could be a Rolled Compacted Concrete (RCC) ogee spillway, an earthen channel spillway in one of the abutments, or another type of structural spillway. No gated or controlled spillway alternatives will be reviewed. All configurations will assume a high hazard dam classification.
6. For the alternatives analysis, hydrologic and hydraulic models from the SJMDP (to be provided by SJRA to the consultant) will be utilized with updates reflecting the hydraulic capacities of the particular spillway alternatives. These preliminary model results will be used to evaluate and compare the spillway alternatives.
7. For each of the two sites, develop a single recommended configuration for the dam, low flow discharge structure and uncontrolled spillway to be used in the cost-benefit analysis.
8. Prepare Draft Conceptual Design Technical Memorandum and submit to Project Sponsors for review and comment. This will include approximately 4 to 6 sheets of conceptual drawings of the recommended configuration for each site as well as exhibits showing the boring locations, copies of the borings logs, laboratory test results, and a key to the symbols used.
9. Incorporate comments from Project Sponsors and prepare Final Conceptual Design portions of the full report, described in Task 1106.

**Task 1104 – Develop Opinion of Probable Project Costs**

1. Develop opinions of probable construction costs (OPCC) for each of the two recommended flood control dams. Comparative costs may be used to differentiate between the two alternatives evaluated at each site, but a complete OPCC will not be prepared for each alternative. OPCC will be a Class 4 estimate in accordance with AACE International (formerly the Association for the Advancement of Cost Engineering) Recommended Practice No. 17R-97. A Class 4 estimate is representative of a level of project definition between 1% and 15% and has an expected accuracy of -30% to +50% according to AACE.
2. Develop up to four alternative estimates of land requirements for each dam. These alternative estimates will be based on a combination of land acquisition and/or flood easement acquisition at various flood pool elevations. Based on available market prices for property in the area, develop an estimate of land costs.
3. Conduct a screening of utilities in the general locations of the two proposed sites using information that is available in the public domain.
4. Obtain data/information related to necessary relocations and conflict resolutions for each dam site (roads, cemeteries, houses, buildings, and utilities, including electrical transmission, natural gas, petroleum, water, wastewater, etc.) It is assumed that all roads, cemeteries, and utilities will be relocated or raised to a reasonable level outside the Atlas 14 1% annual chance



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(100-year) flood pool. Houses and buildings will be assumed to be purchased and demolished. Develop an estimate of costs for conflicts and relocations.

5. Develop an estimate of environmental mitigation costs, based on current bank credit costs in the region, if available, and similar mitigation projects, if not. No conceptual mitigation design is planned.
6. Develop an estimate of total project costs, including estimates of annual operations and maintenance costs for the dams and financing costs, resulting in a total annual cost over a 30-year period with financing and additional 20 years without financing costs. Costs will account for the estimated environmental permitting schedule, which could prevent initiation of construction for many years.
7. Prepare Draft Project Cost Technical Memorandum describing the assumptions, methods, and results of the cost estimate and submit to Project Sponsors for review and comment.
8. Incorporate comments from Project Sponsors and prepare Final Opinion of Probable Project Costs portions of the full report, described in Task 1106.

**Task 1105 – Hydrologic, Hydraulic, and Benefit Cost Analysis for Alternative Dam Sites**

1. Using the hydraulic models developed as part of the SJMDP (to be provided by SJRA to the consultant), develop hydraulic reaches for Walnut Creek and Birch Creek from Spring Creek to a location past the flood pools. Include structures and roadway crossings as appropriate. Refine hydrology for the Birch and Walnut Creek watersheds as necessary. Results from these models will be compared against previous calibration points along Spring Creek to ensure the updated hydraulic model adequately represents Walnut Creek and Birch Creek.
2. Using the updated hydrologic and hydraulic models, evaluate and quantify reductions in flood damages over a 50-year period for:
  - a. Each of the two recommended flood control dams, as stand-alone projects, and
  - b. The two dams in combination.
3. Using construction and annual costs developed in Task 4 above and the benefits defined as the estimated reductions in flood damages over a 50-year period, determine an updated benefit cost ratio(s) for each alternative dam site location, both during the 30 year financing period and the 20 year subsequent period without financing costs. Cost benefit methodology will be primarily based on hydrologic and hydraulic model results and estimated long-term reductions to structural flood damages.
4. Prepare Draft Benefit Cost Technical Memorandum and submit to Project Sponsors for review and comment. The memorandum will also include general identification of potential funding sources.
5. Incorporate comments from Project Sponsors and prepare Final Benefit Cost Analysis portions of the full report, described in Task 1106.

San Jacinto River Authority  
Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study

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Task 1106 – Conceptual Design Report for Proposed Flood Control Dams

1. Prepare Draft Conceptual Engineering Design documents consisting of a combination of the various task technical memoranda, adjusted to include comments from the Project Sponsor and to be incorporated into a single full report. Provide to the Project Sponsors for review and comment.
2. Incorporate Project Sponsors' comments and prepare Final Conceptual Design Report.

Deliverables:

*Consultant shall submit a draft of the Conceptual Design Report, including all required attachments to Project Sponsors' by Month XX, 20XX.*

*Consultant shall submit final Conceptual Design Report to Project Sponsors' by Month XX, 20XX.*

*As applicable, provide all GIS data from the project in the format of either shapefiles (.shp) or Geodatabase (.gdb). Projection to be NAD83 State Plane Texas Central FIPS 4204 (US feet). Please reference the GIS Spatial Data Standards document (hard copy provided or located on the SJRA Specification site in SharePoint) for further details.*

**Exhibit C**

<b>Table 1: Local Partner Initial Deposit Amounts</b>		
<b>Local Partner</b>	<b>Portion of Local Match</b>	<b>Maximum Possible Contribution</b>
Humble	\$50,000.00	\$50,000
HCFCF	(Local Match <i>less</i> \$50,000) <i>times</i> 50%	\$225,000
Woodlands MUD 1	(Local Match <i>less</i> \$50,000) <i>times</i> 5.50%	\$24,750
Montgomery County MUD 7	(Local Match <i>less</i> \$50,000) <i>times</i> 6.50%	\$29,250
Montgomery County MUD 46	(Local Match <i>less</i> \$50,000) <i>times</i> 17.00%	\$76,500
Montgomery County MUD 60	(Local Match <i>less</i> \$50,000) <i>times</i> 9.00%	\$40,500
Harris-Montgomery Counties MUD 386	(Local Match <i>less</i> \$50,000) <i>times</i> 12.00%	\$54,000

<b>Table 2: Local Partner Final Responsibility for Local Match</b>	
<b>Local Partner</b>	<b>Portion of Local Match</b>
Humble	\$50,000.00
HCFCF	(Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 50%
Woodlands MUD 1	(Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 5.50%
Montgomery County MUD 7	(Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 6.50%
Montgomery County MUD 46	(Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 17.00%
Montgomery County MUD 60	(Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 9.00%
Harris-Montgomery Counties MUD 386	(Local Match <i>less</i> \$50,000.00 <i>less</i> Authority Services Amount) <i>times</i> 12.00%

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: \_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT  
BY AND AMONG SAN JACINTO RIVER AUTHORITY,  
HARRIS COUNTY FLOOD CONTROL DISTRICT,  
CITY OF HUMBLE, TEXAS, THE WOODLANDS MUNICIPAL UTILITY DISTRICT NO. 1,  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 7,  
MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 46, OF MONTGOMERY  
COUNTY, TEXAS, MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 60,  
OF MONTGOMERY COUNTY, TEXAS, AND  
HARRIS-MONTGOMERY COUNTIES MUNICIPAL UTILITY DISTRICT NO. 386

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the Authority is authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49, Texas Water Code, as amended, and its enabling legislation, to provide for the control, storage, preservation, and distribution of storm water and floodwater of the San Jacinto River watershed; and

WHEREAS, the Local Partners are authorized under the general laws of the State of Texas, including, but not limited to, Chapter 49 and Chapter 54, Texas Water Code, as amended, to provide for the control, storage, preservation, and distribution of storm water and floodwater of its rivers and streams, and the control, abatement, and change of any harmful excess of water; and

WHEREAS, the Authority and Local Partners are all authorized to enter into an interlocal agreement pursuant to the Act; and

WHEREAS, pursuant to such authority and the provision of the Act, the Authority and the Local Partners deem it appropriate at this time to cooperate in order to procure a study examining the conceptual engineering feasibility of two sites in the Spring Creek Watershed, as shown in Exhibit A, for the potential construction, operation, and maintenance of regional storm water and floodwater reservoir and/or detention facilities (the "Project"); and

WHEREAS, the Parties have determined to enter into this Agreement to address, among other things, the undertaking of the Project and the administration of same by the Authority, the obligation of the Local Partners to contribute funds towards the costs of the Project, and the other rights and responsibilities of the Parties relative to the Project; and

WHEREAS, the Parties have determined that they are authorized to enter into this Agreement by the Constitution and laws of the State of Texas including, but not limited to, the Act; that the subject of this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental functions or services which are the subject matter of this Agreement; that the performance of this Agreement is in the interest of all Parties; and that the division of work and costs fairly compensates the performing parties for the functions or services contemplated by this Agreement.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and between the Harris County Flood Control District, San Jacinto River Authority, City Of Humble, Texas, The Woodlands Municipal Utility District No. 1, Montgomery County Municipal Utility District No. 7, Montgomery County Municipal Utility District No. 46, Of Montgomery County, Texas, Montgomery County Municipal Utility District No. 60, Of Montgomery County, Texas, and Harris-Montgomery Counties Municipal Utility District No. 386, said agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



**Project ID: J100-00-00-P003**  
**Watersheds: Spring Creek**  
**Precincts: 3 and 4**

Pct No

- 1
- 2
- 3
- 4

