



Harris County, Texas

1001 Preston St., Suite 934
Houston, Texas 77002

Commissioners Court

Request for Court Action

File #: 23-2872

Agenda Date: 5/16/2023

Agenda #: 74.

Department: County Engineer

Department Head/Elected Official: Milton Rahman, PhD, P.E., PMP, CFM, County Engineer

Regular or Supplemental RCA: Regular RCA

Type of Request: Interlocal Agreement

Project ID (if applicable): 21289MF1Z501

Vendor/Entity Legal Name (if applicable): Sunbelt Fresh Water Supply District

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MWDBE Contracted Goal (if applicable): N/A

MWDBE Current Participation (if applicable): N/A

Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

Request Summary (Agenda Caption):

Request for approval to execute an Interlocal Agreement with Sunbelt Fresh Water Supply District to provide utility connections in connection with project Harris County Single Family New Construction - TO6 - Connorvale Development, UPIN 21289MF1Z501, Precinct 2.

Background and Discussion:

In response to the destruction wrought by Hurricane Harvey that underscored critical shortages in Harris County's inventory of affordable homes, Harris County's Single-Family New Construction Program (SFNCP) matches individuals and families with opportunities to purchase new affordable homes in growing developments throughout the county. Approval to enter Interlocal Agreement will allow for the new single-family development of approximately 47 homes to receive water and wastewater services provided by Sunbelt and will allow for Sunbelt to accept all fresh water and wastewater facility infrastructure.

Expected Impact:

Allow Harris County to match individuals and families with opportunities to purchase flood resilient homes in growing developments throughout the county.

Alternative Options: N/A

No viable alternative options are available within the grant funding timelines due to the very tight grant funding critical path that remains.

Alignment with Goal(s):

- x Justice and Safety
- x Economic Opportunity
- X Housing

Presented to Commissioners Court

May 16, 2023

Approve: G/E

File #: 23-2872

Agenda Date: 5/16/2023

Agenda #: 74.

- _ Public Health
- _ Transportation
- x Flooding
- _ Environment
- _ Governance and Customer Service

Prior Court Action (if any): N/A

Date	Agenda Item #	Action Taken

Location:

Address (if applicable): 2201 Connorvale Rd, Houston TX 77039

Precinct(s): Precinct 2

Fiscal and Personnel Summary			
Service Name			
	FY 23	FY 24	Next 3 FYs
Incremental Expenditures (do NOT write values in thousands or millions)			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$149,270.40	\$	\$
Total Incremental Expenditures	\$149,270.40	\$	\$
Funding Sources (do NOT write values in thousands or millions)			
Existing Budget			
Grant	\$149,270.40	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$149,270.40	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
Total Funding Sources	\$149,270.40	\$	\$
Personnel (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
Total Personnel	-	-	-

Anticipated Court Date: May 16, 2023

File #: 23-2872

Agenda Date: 5/16/2023

Agenda #: 74.

Anticipated Implementation Date (if different from Court date):

Emergency/Disaster Recovery Note: Disaster Recovery related item

Contact(s) name, title, department: Jacqueline Jasso, Assistant Project Manager, Harris County Engineering Department

Attachments (if applicable): Interlocal Agreement

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County"), a body corporate and politic under the laws of the State of Texas, **Sunbelt Fresh Water Supply District** ("SFWSD"), a conservation and reclamation district and a body politic and corporate under the laws of the State Of Texas, pursuant to the Interlocal Cooperation Act, Texas Government Code Sections 791.001-791.0030

The County and SFWSD may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the County intends to construct a single-family residential subdivision of approximately 47 homes on an 9.74-acre tract of land ("Connorvale"), located west of the Castlewood Subdivision, as more particularly described in *Exhibit "A"*;

WHEREAS, Connorvale will require an amount of water and wastewater capacity to provide service to such homes;

WHEREAS, the County has constructed a twelve-inch (12") water line to serve Connorvale that will be connected to SFWSD's water distribution system and will subsequently convey such line to SFWSD (the "Water Line Project");

WHEREAS, the County intends to construct of a four-inch (4") sanitary sewer force main and interim lift station to provide wastewater collection service to Connorvale (the "Force Main and Interim Lift Station Project");

WHEREAS, the County will also design and construct the necessary water, wastewater and drainage lines and necessary appurtenances within Connorvale in order for SFWSD to provide service to Connorvale (the "WS&D" Project);

WHEREAS, in order to provide service to Connorvale, the District must also make certain improvements to the Water Treatment Plant within the High Meadows – Fairgreen Service Area (the "WTP Project");

WHEREAS, the East Aldine District ("EAD") owns approximately 3,385 equivalent single-family connections ("ESFCs") of wastewater capacity in a wastewater treatment plant located in SFWSD's High Meadows Service Area ("WWTP");

WHEREAS, SFWSD intends to accept all fresh water and wastewater facility infrastructure pursuant to the terms and conditions contained herein consistent with the routine process used by SFWSD in such transfers;

WHEREAS, EAD has requested consent from the District to allocate a portion of such capacity to the County for Connorvale;

WHEREAS, the County and SFWSD desire to cooperate in accordance with the terms of this Agreement to accomplish the construction of the Project;

WHEREAS, NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The facts contained in the recital to this Agreement are hereby agreed to be true and correct.

2. **-Service to Connorvale.** SFWSD agrees to provide water and wastewater service to Connorvale on an ongoing basis as part of its service area. In connection therewith, the County shall be responsible for causing the payment of the water impact fees charged to SFWSD by the City of Houston (the "City") prior to commencement of service to Connorvale, as more particularly described in the Feasibility Study prepared by SFWSD's engineer, A&S Engineers, Inc. ("SFWSD's Engineer"), which is attached hereto as *Exhibit "B"* (the "Feasibility Study"). The Parties agree that such fees for Connorvale, which are currently estimated to be \$149,270.40 and are calculated using the City's Impact Fee for a single-family residential connection (\$1,658.56), multiplied by the number of connections proposed for Connorvale (90 ESFC), shall be paid prior to the District providing water to Connorvale.

3. **Fees and Deposits.** The County shall provide to SFWSD the sum of \$5,000.00 as a deposit toward fees and expenses of SFWSD for the annexation of Connorvale to SFWSD. The County acknowledges that there may be other costs related to the annexation and overall development and provision of services to Connorvale including, but not limited to, administrative costs, feasibility studies, legal fees, engineering and design costs and construction costs for the projects identified in this Agreement related to Connorvale. The County shall be responsible for and pay (or cause to be paid) to SFWSD all of SFWSD's costs and expenses in connection with Connorvale.

4. **Annexation.** The Parties agree to cooperate in good faith to annex Connorvale into the District prior to providing service to property within Connorvale. Upon execution of this Agreement, SFWSD's attorney shall prepare a Petition for Annexation and the County shall submit to SFWSD's Secretary of the Board of Directors (the "Board") such petition, signed and acknowledged by the County, along with additional certificates verifying lien status of property within Connorvale and confirming that no registered voters live within Connorvale at the time such petition is executed. The County shall also provide information verifying ownership of all property within Connorvale, and other documents required by SFWSD's attorney, to accomplish the valid addition of Connorvale to SFWSD, and SFWSD shall promptly thereafter petition for and use reasonable efforts to obtain consent by the City to add Connorvale to SFWSD. Within forty-five (45) days after the later of either (i) SFWSD's receipt of such consent and all necessary documentation from the County or (ii) the approval by the Board of the site plan and utility layout as provided for in Section 2.1 above, the Board shall adopt an order adding Connorvale to SFWSD, provided that no person then resides in Connorvale, and further provided that the Board shall in no event be required to add Connorvale to SFWSD until and unless the Board has approved the site plan for SFWSD as described further below. The County understands that the petitions to SFWSD and to the City, respectively, must be joined in by any persons or entities holding liens against property within Connorvale. The County

further agrees and understands that, upon annexation, Connorvale will become subject to any SFWSD indebtedness paid by taxes and SFWSD taxing powers pursuant to the provisions of the Texas Water Code and other applicable laws, though as of the Effective Date the voters within SFWSD have not authorized the levy of any tax. Either Party may terminate its obligations under this Agreement should the Annexation not be completed.

In the event that the Parties should decide that Connorvale will not be provided water and wastewater service by the District, the Parties agree that Connorvale will not be annexed.

5. **Water Line Project.**

- a. **Project.** The Water Line Project, which the County has already constructed, consists of a twelve-inch (12") water line, to extend from the Southeast corner of Connorvale Road and HCFCD Unit No. P138-01-00 to approximately 135 linear feet west of the corner of Connorvale Road and Russ Drive, necessary to serve Connorvale, as more fully described in the Feasibility Study.
- b. **Design.** The County agrees to provide copies of the plans, specifications and estimates ("PS&E") for the Water Line Project.
- c. **Completion and Acceptance.** Upon completion of the Annexation, the Parties agree to cooperate in preparing an instrument that conveys the water line constructed as part of the Water Line Project to SFWSD. Conveyance of such water line shall also be contingent upon the issuance of a certificate of substantial completion issued by the County's Engineer and a recommendation by SFWSD's Engineer that the Water Line Project is acceptable.

6. **Force Main and Interim Lift Station Project.**

- a. **Project.** The Force Main and Lift Station Project shall consist of an interim lift station necessary to serve Connorvale, as more fully detailed in the Feasibility Study.
- b. **Design.** The County agrees to fund the design and preparation of plans and PS&E.
- c. **Advertising and Bidding.** Upon receipt of the necessary approvals of the PS&E, the County shall advertise for and receive bids for construction of such project in a manner similar to that of other County projects.
- d. **Construction.** The County may award the contract for the construction to the best bidder, in accordance with the usual and customary procedures of the County subject to certification of the availability of funds by the Harris County Auditor. The County reserves the right to decline to award the contract to any bidders. In which event, the County, in its sole discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement.
- e. **Project Management.** Upon award of a contract for construction, the County will:

- i. Manage and inspect construction in a manner similar to that of other County construction projects and during specific benchmarks identified and agreed upon by SFWSD's Engineer and the County;
 - ii. Through its contractor, ensure construction is performed in accordance with the appropriate PS&E. The County may make minor changes in the PS&E through change(s) in contract ("CIC") that SFWSD and the County deem to be necessary or desirable during the construction; and notify SFWSD of any CICs, and if no response is received from SFWSD with ten (10) business days, proceed with the CICs; and
 - iii. The County will cause the construction to occur in accordance with the construction schedule for such project and will notify SFWSD of any changes to such schedule. The County shall provide SFWSD reasonable documentation regarding the progress as may be requested by SFWSD from time to time.
 - f. **Funding.** The County shall be responsible for the funding of the Force Main and Interim Lift Station Project.
 - g. **Right of Access.** SFWSD shall at all times have the right to inspect and monitor the construction and report to the County any issues that are uncovered. As a courtesy, SFWSD will attempt to provide the County Engineer notice by telephone of any inspections. The County agrees to help SFWSD convey any such issues to the contractor and to help resolve any uncovered issue. The final determination with regard to any identified issue(s) and/or intended plan of rests solely with the County's Engineer.
 - h. **Completion and Acceptance.** Upon the issuance of a certificate of substantial completion issued by the County's Engineer and a recommendation by SFWSD's Engineer that the Force Main and Interim Lift Station Project is acceptable, the County shall cause the conveyance of such force main and lift station in an instrument to be prepared by SFWSD's attorney.
7. **WS&D Project.**
- a. **Project.** The WS&D Project shall consist of the internal water, sewer and drainage lines and necessary appurtenances necessary to serve Connorvale, as more fully detailed in the Feasibility Study.
 - b. **Design.** The County agrees to fund the PS&E and to provide such plans and specifications to SFWSD's Engineer for their review and approval. If the County does not receive a response from SFWSD on the PS&E within thirty (30) business days from its submittal to SFWSD, then the PS&E will be deemed approved.
 - c. **Advertising and Bidding.** Upon approval of the PS&E and confirmation of funding, the County may advertise for and receive bids for construction, in a manner similar to that of other County projects.

- d. **Construction.** The County may award the contract for the construction to the best bidder, in accordance with the usual and customary procedures of the County subject to certification of the availability of funds by the Harris County Auditor. The County reserves the right to decline to award the contract to any bidders. In which event, the County, in its sole discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement.

- e. **Project Management.** Upon award of a contract for construction, the County will:
 - i. Manage and inspect the construction in a manner similar to that of other County construction projects; and
 - ii. Through its contractor, ensure construction is performed in accordance with the appropriate PS&E. The County may make minor changes in the PS&E through CIC that SFWSD and the County deem to be necessary or desirable during the construction; and notify SFWSD of any CICs, and if no response is received from SFWSD with ten (10) business days, proceed with the CICs; and
 - iii. The County will cause the construction to occur in accordance with the construction schedule for such project and will notify SFWSD of any changes to such schedule. The County shall provide SFWSD reasonable documentation regarding the progress as may be requested by SFWSD from time to time.

- f. **Funding.** Within sixty (60) days of execution of this Agreement, the County shall fund the WS&D Project.

- g. **Right of Access.** SFWSD shall at all times have the right to inspect and monitor the construction of the Water Line Project and report to the County any issues that are uncovered. As a courtesy, SFWSD will attempt to provide the County Engineer notice by telephone of any inspections. The County agrees to help SFWSD convey any such issues to the contractor for the Project and to help resolve any uncovered issue. The final determination with regard to any identified issue(s) and/or intended plan of action in relation to the WS&D Project rests solely with the County's Engineer.

- h. **Completion and Acceptance.** Upon the issuance of a certificate of substantial completion issued by the County's Engineer and a recommendation by SFWSD's Engineer that the WS&D Project is acceptable, the County shall cause the conveyance of the water and sewer lines constructed as part of the WS&D Project by an instrument to be prepared by SFWSD's attorney. The County shall remain responsible for all drainage facilities within Connorvale constructed as part of the WS&D Project.

8. **WTP Project.**

- a. **Project.** WTP Project shall consist of certain improvements within the High Meadows - Fairgreen Service Area that are necessary to serve Connorvale, as more fully detailed in the Feasibility Study.
- b. **Design.** SFWSD and the County agree to fund the WTP Project according to the pro rata shares set forth in and the spreadsheet describing the allocation of costs between the County and SFWSD for such project, attached hereto as *Exhibit "C" (the "WTP Project Spreadsheet")*.
- c. **Advertising and Bidding.** Upon approval of all necessary PS&E and receipt of the County's share of funding, SFWSD shall advertise for and receive bids for construction, in a manner similar to that of other District projects.
- d. **Construction.** SFWSD may award the contract for the construction to the bidder that provides best and most economical completion of the WTP Project, in accordance with the usual and customary procedures of SFWSD and in accordance with Texas Water Code, Section 49.273, as amended. SFWSD shall enter into the necessary construction contracts and diligently pursue completion of the WTP Project in order to complete such project as quickly as possible. During the course of construction of the WTP Project, SFWSD shall provide copies of all pay estimates and change orders to the County, as well as keep the County informed of any foreseeable cost overruns. In the event that additional sums become necessary to complete the WTP Project, SFWSD shall submit a written request to the County, together with supporting documentation detailing the cause of the additional costs. The County shall remit payment of any additional payment necessary for completion of the WTP within thirty (30) days after receipt of such written request.
- e. **Project Management.** Upon award of a contract for construction, the District will:
 - i. Manage and inspect the construction of the WTP Project in a manner similar to that of other SFWSD construction projects;
 - ii. Through its contractor, ensure construction is performed in accordance with the appropriate PS&E; and
 - iii. SFWSD will cause the construction to occur in accordance with the construction schedule for such project and will notify the County of any changes to such schedule.
- f. **Funding.** Within ninety (90) days of execution of this Agreement, the County shall fund its share of the WTP Project, which is described in the spreadsheet attached hereto as *Exhibit "C" (the "WTP Project Costs Spreadsheet")*.
- g. **Term and Termination.** Except as otherwise provided herein, this Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of construction of the Project ("Term") or for a term of five (5) years after the Effective Date, whichever first occurs.

9. **Appropriation.** SFWSD understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County has appropriated funds for the Project.

Notwithstanding the above, however, the Parties acknowledge that County Commissioners Court has the sole authority to appropriate and allocate County Funds specified in this Agreement. In order to comply with Article III, Sections 52 of the Texas Constitution, the County may not obligate itself by contract to pay more money than the amount Commissioners Court appropriates and allocates for this Agreement. It is expressly understood and agreed by the Parties that the County has not currently appropriated funds to comply with any reimbursement of SFWSD's costs, as required by Section 3 of this Agreement, beyond the \$5,000.00 deposit required by Section 3. Should the County fail to appropriate and allocate amounts sufficient to fund County's obligations under this Agreement, SFWSD, as its sole and exclusive remedy, may terminate this Agreement for cause pursuant to the terms of this Agreement.

10. **Assignment.** Upon completion of the construction of the Projects, SFWSD shall be assigned any and all rights the County may have against the contractor, the design engineer, and the surety on the contractor's performance bond, which relate to the Water Line Project and the internal water and sewer lines within Connorvale.

The County and SFWSD bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor SFWSD shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.

11. **Right to Review Records; Audit.** The County shall furnish SFWSD a copy of the record drawings and specifications in connection with the Projects upon completion of such projects. SFWSD and its authorized representatives have the right to review and audit all books, records, vouchers and documents of whatever nature related to the County's performance under this Agreement during the period of performance of the Agreement and for three (3) years thereafter, or for so long as there exists any dispute or litigation arising from this Agreement.

12. **Liability.** Each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control.

13. **Notice.** Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County, SFWSD, or the EAMD at the following addresses:

SFWSD: Sunbelt Fresh Water Supply District
c/o Elliot M. Barner
Radcliffe Bobbitt Adams & Polley PLLC

2929 Allen Parkway, Suite 3450
Houston, Texas 77019-7120
Email: ebarner@rbaplalaw.com

County: Harris County Engineering Department
1001 Preston Avenue, 7th Floor
Houston, Texas 77002-1893
Email: AgreementInfo@hcpid.org

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

14. **Independent Parties.** It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of SFWSD for any purpose. SFWSD, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
15. **No Third-Party Beneficiaries.** This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than SFWSD for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of the County with respect to any third party.
16. **Waiver of Breach.** No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.

17. **No Personal Liability; No Waiver of Immunity:**

- a. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- b. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- c. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

18. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

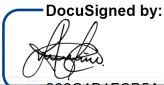
19. **No Binding Arbitration; Right to Jury Trial.** The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

20. **Contract Construction:**

- a. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- b. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- c. When terms are used in the singular or plural, the meaning shall apply to both.
- d. When either the male or female gender is used, the meaning shall apply to both.

- 21. **Recitals.** The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- 22. **Entire Agreement; Modifications.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- 23. **Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- 24. **Survival of Terms.** Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- 25. **Multiple Counterparts/Execution.** This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- 26. **Warranty.** By execution of this Agreement, the Parties warrant that the duties accorded to each Party in this Agreement are within the powers and authority of the Parties.

HARRIS COUNTY

By:  _____
Lina Hidalgo
County Judge

SUNBELT FRESH WATER SUPPLY DISTRICT

By:  _____
Sandra Brito
President

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

By: Randy Keenan

ATTEST:

By: Elizabeth Santiago
Elizabeth Santiago
Secretary

EXHIBIT "A"

Connorvale Subdivision
Project UPIN:
21289MF1Z501
Tract 1
Page 1 of 4

Being a 10.04-acre (437,476 square feet) tract of land, located in the W.S. Novell Survey, Abstract 602, Harris County, Texas; being all of Lots 209 and 210 (called 10-acre tract) conveyed from Kataoka Holdings, LLC to County of Harris described in a General Warranty Deed executed January 20, 2021, recorded in Harris County Clerk's File Number (H.C.C.F. No.) RP-2021-32038, of the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.T.), said Lots 209 and 210 being part of Magnolia Gardens subdivision, recorded in Volume 50, Page 640 of the Deed Records of Harris County, Texas (D.R.H.C.T.), said 10.04-acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with plastic cap stamped "Pinnel 5349" found marking the north west corner of Lot 325, Block 17 of Castlewood Addition Section 3, filed for record February 2, 1965, recorded in Volume 124, Page 42 of the Map Records of Harris County, Texas (M.R.H.C.T.), being on the northeast corner of a called 14.1056-acre tract, also known as Property 2 and 3, comprised of Lots 194 through 196 of said Magnolia Gardens subdivision, conveyed to GSL Capital Management, LLC described in a General Warranty Deed executed April 20, 2011, recorded in H.C.C.F. No. 20110172858, O.P.R.R.P.H.C.T., same being on the existing south right- of-way line of Lauder Road, called 80 feet wide, conveyed to Harris County, described in a Right- of-Way deed executed July 30, 1964, recorded in Volume 5637, Page 542, D.R.H.C.T., thence as follows;

South 02° 27' 44" East, along the common east line of said called 14.1056-acre tract with the west line of said Castlewood Addition subdivision, a distance of 547.77 feet to a 5/8-inch iron rod found marking the northwest corner of Lot 365, being the north corner of Lot 366, same being the southwest corner of Lot 347, all of Block 17 of said Castlewood Addition subdivision;

South 02° 23' 22" East, along the common east line of said called 14.1056-acre tract with the west line of Lot 366, Block 17 of said Castlewood Addition subdivision, a distance of 60.53 feet to a 5/8-inch iron rod with plastic cap stamped "RODS Surveying, Inc." set for the **POINT OF BEGINNING** of the herein described tract, having surface coordinates of N= 13,898,188.82 and E= 3,125,277.35, being on the southeast corner of said called 14.1056-acre tract and the northeast corner of Lot 210 of said Magnolia Gardens subdivision;

Connorvale Subdivision Project
UPIN: 21289MF1Z501

1. **THENCE**, South 02° 23' 22" East, along the common east line of Lot 210 of said Magnolia Gardens subdivision with the west line of said Castlewood Addition subdivision, a distance of 660.00 feet to a 5/8-inch iron rod with plastic cap stamped "RODS Surveying, Inc." set marking the southeast corner of Lot 210 of said Magnolia Gardens subdivision, same being the northeast corner of a tract of land comprised of Lots 220 through 224 of said Magnolia Gardens subdivision, conveyed to King Solutions Services, LLC described in a Warranty Deed with Vendor's Lien executed December 22, 2020, recorded in H.C.C.F. No. RP- 2020-634245, O.P.R.R.P.H.C.T., same being the existing west right-of-way line of Connorvale Road, called 60 feet wide, as shown in said Castlewood Addition subdivision,
2. **THENCE**, South 87° 46' 10" West, along the common south line of Lots 209 and 210 of said Magnolia Gardens subdivision with the north line of said King Solution Services tract, a distance of 662.84 feet to a 5/8-inch iron rod with plastic cap stamped "RODS Surveying, Inc." set marking the southwest corner of Lot 209, the northeast corner of Lot 222 and the northwest corner of Lot 223, all of said Magnolia Gardens subdivision, same being the southeast corner of a tract of land comprised of Lots 206 through 208 of said Magnolia Gardens subdivision, conveyed to Kataoka Holdings, LLC described in a Special Warranty Deed executed December 9, 2016, recorded in H.C.C.F. No. RP-2016-552844, O.P.R.R.P.H.C.T.;
3. **THENCE**, North 02° 23' 22" West, along the common west line of Lot 209 with the east line of Lot 208 of said Magnolia Garden subdivision, a distance of 660.00 feet to a 5/8-inch iron rod with plastic cap stamped "RODS Surveying, Inc." set marking the northwest corner of Lot 209 and the northeast corner of Lot 208, both of said Magnolia Garden subdivision, same being on the south line of said called 14.1056-acre tract;
4. **THENCE**, North 87° 46' 10" East, along the common north line of Lots 209 and 210 of said Magnolia Garden subdivision with the south line of said called 14.1056-acre tract, a distance of 662.84 feet the **POINT OF BEGINNING** of the herein described tract and containing a 10.04-acre (437,476 square feet) tract of land of which 0.3804 of one-acre (16,57 square feet) lies within Connorvale Road.

Connorvale Subdivision
Project UPIN:
21289MF1Z501
Tract 1
Page 3 of 4

Notes:

All bearings and coordinates shown hereon are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (2011 adj).

Coordinates and distances are U.S. Survey Feet, displayed in surface values, and may be converted to NAD83 (GRID) values by applying the Combined Scale Factor (CSF) of 0.9999144824, using the formula: Surface * SAF = GRID.

Abstracting performed by RODS Surveying, Inc. during the month of May

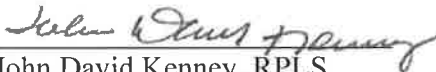
2021. Field Surveys performed during the months of May 2021 through

July 2021.

This survey was performed in accordance with a Limited Title Certificate provided by Courthouse Direct.com (Courthouse Specialists) G.F. 2238479A, dated January 27, 2022, effective January 24, 2022.

This description was prepared in conjunction with and accompanied by a plat of even date herewith.

I, John David Kenney, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyor's Manual of Practice requirements for a Category 1A, Condition II, Land Title Survey.


John David Kenney, RPLS
2080 RODS Surveying Inc.
6810 Lee Road
Spring, Texas 77379
Phone (281)-257-4020
TBPELS Surveying Firm #
10030700 RODS Reference No.



02-11-2022
Date

EXHIBIT "B"



February 5, 2020

Sunbelt Fresh Water Supply District
c/o Radcliffe, Bobbitt, Adams, & Polley, PLLC
America Tower
2929 Allen Parkway, Suite 3450
Houston, Texas 77019-7120

Re: Sunbelt Fresh Water Supply District ("the District")
High Meadows - Fairgreen Service Area ("High Meadows-Fairgreen")
Feasibility Study for Proposed Connorvale Subdivision (the "Study")
Out-of-District Service Request
Project No. 125362

Dear Board of Supervisors:

This Study is meant to provide information to the District's Board of Supervisors (the "Board") regarding the availability of water capacity and sanitary sewer treatment capacity.

The Harris County Housing Authority ("Developer") requested water and wastewater service for a proposed 10-acre Connorvale Residential Subdivision ("Development"). According to the Application for Service, nine units per acre are proposed, or 90 units. For the purpose of this report, 90 units means 90 single-family homes. The application for service is included as **Exhibit A**, and the proposed site plan from the Developer is included as **Exhibit B**. The Development is located south of Lauder Rd., east of Aldine Westfield Rd., north of Connorvale Rd., and west of Russ Dr. The Development is located west of High Meadows-Fairgreen and is not located within the service area boundaries of the District.

It is understood that not all houses will be constructed at the same time. However, for the purposes of this Study, demand of 90 equivalent single-family connections ("ESFCs") or connections will be used to determine the Development's water and sanitary sewer needs and its impact on existing facilities of High Meadows-Fairgreen.

The next page shows current, existing and committed ESFCs and the ultimate, existing and committed connections.



EXISTING & PROPOSED DEVELOPMENT OF HIGH MEADOWS-FAIRGREEN

<u>Existing Connections</u>	<u>Current No. of ESFCs</u>	<u>Ultimate No. of ESFCs</u>
Residential (including vacant)	2,117	2,117
Commercial (including vacant)	107	107
Multi - Family	708	708
Existing Connections Subtotal	2,932	2,932
<u>Committed Connections</u>	<u>Current No. of ESFCs</u>	<u>Ultimate No. of ESFCs</u>
HC MUD No. 461	25	250
East Aldine Town Center	63	100
Aldine ISD Schools	0	115
Committed Connections Subtotal	88	465
Total Existing & Committed Connections	3,020	3,397
<u>Proposed Development</u>	<u>Current No. of ESFCs</u>	<u>Ultimate No. of ESFCs</u>
90 Single - Family Residential Homes	0	90
SUBTOTAL	0	90
TOTAL ESFCs	3,020	3,487



WATER PLANT CAPACITY

High Meadows - Fairgreen has a current ESFC count of 3,020 (existing + committed) and an ultimate ESFC count of 3,397 (existing + committed). The proposed Development would increase the ultimate number of existing and committed ESFCs to 3,487 (3,397 existing + 90 proposed). The following chart outlines the water plant capacities of High Meadows-Fairgreen.

Marquita Water Plant

Supply Well	500 ⁽¹⁾ gpm
Booster Pump	4,870 gpm
Ground Storage	286,000 gal
Hydropneumatic Tank	30,000 ⁽²⁾ gal

- (1) Not currently in service. A new 500 gpm water well is currently under review by regulatory agencies.
- (2) A new 10,000 gallon hydropneumatic tank is under design. One 20,000 gallon hydropneumatic tank is currently in service.

Cuta Court Water Plant

Supply Wells	870 gpm
Booster Pump	1,250 gpm
Ground Storage	166,000 gal
Hydropneumatic Tank	20,000 gal



Fairgreen Water Plant

City of Houston Supply	347	gpm
Supply Well	0 ⁽¹⁾	gpm
Booster Pump	2,250	gpm
Ground Storage	530,000	gal
Hydropneumatic Tank	40,000	gal

(1) Not currently in service. Water well recently failed.

Total High Meadows-Fairgreen Water Plant & Supply Capacity

		<u>Limiting Capacity</u>
Supply Well	1,717 gpm	(3,173 ESFCs) ⁽¹⁾
Booster Pump	8,370 gpm	(3,557 ESFCs) ⁽¹⁾
Ground Storage	982,000 gal	(4,174 ESFCs) ⁽¹⁾
Hydropneumatic Tank	90,000 gal	(N/A ESFCs) ⁽²⁾

- (1) Includes 85% Rule taken into account.
- (2) The existing Elevated Storage Tank Variance ("EST Variance") must be revised and water model prepared to determine overall impact to the High Meadows-Fairgreen water distribution system with additional demands.



PRIOR TO PROVIDING WATER SERVICE, SEVERAL WATER PLANT IMPROVEMENTS ARE REQUIRED.

- 1) At the Marquita Water Plant, a proposed 500 gpm water well must be fully operational prior to any proposed service. Currently, plans are under review by review agencies. Construction is anticipated to begin in the first quarter of 2021.
- 2) At the Marquita Water Plant, a 10,000 gallon hydropneumatic tank is proposed and must be fully operational prior to any service granted. This project is under design and requires City of Houston approval. Construction is anticipated to begin in the third quarter of 2020.
- 3) At the Fairgreen Water Plant, a minimum 500 gpm water well is required to be fully operational prior to any proposed service. Currently, no design has been started due to the fact that the existing failed within the last month. As an alternate, a proposed 1,000 gpm water well may be installed at the Marquita Water Plant (and no new well installed at the Fairgreen Water Plant) with further investigation and review with a ground water hydrologist).
- 4) The existing EST Variance must be updated to reflect additional connections and approved by TCEQ prior to any service being granted. Additionally, a water model must be prepared to determine impact to the water distribution system with all known demands. Prior to submittal of an updated EST Variance, additional looping of the water distribution system (i.e., additional water line installation) is required in various locations in High Meadows-Fairgreen.

WATER DISTRIBUTION SYSTEM

The proposed development is approximately 3,550 linear feet ("LF") from the High Meadows-Fairgreen Service Area. A 12" water line can be extended west along Connorvale Rd from near Vardeman Elementary School. For the purposes of this report the water line is proposed to be on the south side of Connorvale Rd. (final location to be determined upon receipt of survey). Note that a portion of this line will pass through the Castlewood Subdivision Water CCN#13260.

The proposed water line will be considered public and will be conveyed to and be owned and operated by Sunbelt FWSD. All costs are the responsibility of the Developer. See **Exhibit C** for further detail.

Sunbelt FWSD obtains a portion of water supply from the City of Houston. As such, in accordance with the District's Rate Order, payment of the City of Houston Impact Fee in the amount of \$790.83 per connection (subject to change) is required for the Development.

Additionally, payment of the High Meadows-Fairgreen Service Area Surface Water Line Extension Fee, in accordance with the District's Rate Order, in the amount of \$2,019.00 per connection is required.



FINANCIAL FEASIBILITY

As you may be aware, the District is a fresh water supply district with no current bond or operations and maintenance tax authority. As a result, this Study does not make any evaluation of reimbursement for costs paid by the Developer for extension of water and sewer facilities necessary to serve the Development. If the Authority is requesting reimbursement of costs associated with the extension of the District's facilities, the District and the Authority will need to negotiate an agreement that provides for reimbursement of such costs of such facilities and payment of capacity fees for the WTP and the WWTP capacity.

This Study is our engineering evaluation of the funds required to complete the anticipated future capital improvements to serve this Development. This report is not intended to be used for issuance of municipal financial products or the issuance of municipal securities. The District's Municipal Advisor can address potential recommendations related to the issuance of municipal financial products or issuance of municipal securities.

COST ESTIMATE

A Preliminary Engineer's Opinion of Probable Construction Costs for the utility extensions required to connect the Development to existing District utilities is included in **Exhibit D**. Also listed below are the costs associated with the existing District water distribution and existing District water plant improvements required to serve the Development (included in **Exhibit E**).

Water Distribution Extension to Serve Development (w/ contingencies & soft costs)	\$ 323,000
Sanitary Sewer Improvement to Serve Development (w/ contingencies & soft costs)	\$ 1,066,000
Water Well at Marquita Water Plant (w/ contingencies & soft costs)	\$ 425,000
10,000 Gal Hydropneumatic Tank at Marquita Water Plant (w/ contingencies & soft costs)	\$ 126,000
Water Well at Fairgreen Water Plant (w/ contingencies & soft costs)	\$ 425,000
Discharge Water Line at Marquita Water Plant (w/ contingencies & soft costs)	\$ 238,800
High Meadows – Fairgreen EST Variance	\$ 20,000
High Meadows-Fairgreen Service Area Surface Water Line Extension Fee (\$2,019/connection x 90 connections)	\$ 181,710
City of Houston Impact Fee (\$790.83/connection x 90 connections)	\$ 71,175
Annexation Expenses (estimate)	\$ 15,000
TOTAL COST ESTIMATE	\$ 2,891,685



WASTEWATER TREATMENT CAPACITY

Wastewater treatment for High Meadows-Fairgreen is provided by two wastewater treatment plants (“WWTP”) with a combined treatment capacity of 1.965 million gallons per day (“MGD”). The District has agreements in place to provide wastewater treatment capacity to the East Aldine District (“EAD”) (925,785 gallons per day) and Harris County Municipal Utility District No. 461 (“HC MUD 461”) (108,323 gallons per day). Therefore, the available wastewater treatment capacity for High Meadows-Fairgreen is 930,893 GPD, or 3,385 ESFCs (at 275 GPD/ESFC).

High Meadows-Fairgreen has an ultimate existing and committed ESFC count of 3,397. The Development would increase the ultimate number of ESFCs to 3,487 which is more than the available wastewater capacity for High Meadows-Fairgreen.

Additionally, High Meadows-Fairgreen must conform to the 75% / 90% rule as required by TCEQ. This states that when flow into the WWTP is at 75% of the permitted flow for three consecutive months, design must be underway to expand the WWTP; when flow into the WWTP is at 90% of the permitted flow for three consecutive months, construction must be underway. This further reduces available wastewater treatment capacity.

High Meadows-Fairgreen does not have “extra” wastewater treatment capacity to serve the proposed Development. However, the Developer may approach EAD to use some of their capacity.

WASTEWATER COLLECTION SYSTEM

As mentioned previously, the proposed Development is approximately 3,550 LF from the High Meadows-Fairgreen Service Area. Therefore, a lift station is required (location to be determined). Additionally, a force main is required to pump to the wastewater collection system of High Meadows-Fairgreen; the closest existing sanitary sewer manhole is located in the back-lot of a residence at the corner of Patel Ln and Connorvale Rd. See Exhibit C for further detail. The proposed lift station and force main will be considered public and will be conveyed to and be owned and operated by Sunbelt FWSD. Additionally, Sunbelt FWSD will require the proposed lift station to be designed, bid, and construction managed by the Sunbelt District Engineer. All costs are the responsibility of the Developer.

STORM SEWER SYSTEM AND ON-SITE DRAINAGE

This Study does not address the storm sewer system or on-site drainage. The applicant is responsible for addressing the requirements of and constructing drainage facilities in accordance with Harris County and Harris County Flood Control criteria. There has been no effort to define the stormwater drainage requirements for this Development.

ANNEXATION

Due to the fact that the Development is not within the boundaries of the District, such development will need to be annexed into the District as part of the agreement for service.



CONCLUSION

High Meadows-Fairgreen is currently unable to provide service to the proposed Development. In order to provide water and wastewater service to the Development, several improvements to the existing water distribution and water supply system of High Meadows-Fairgreen are required. At the Marquita Water Plant, a proposed 500 gpm water well must be approved by all regulatory agencies to install, then drilled, developed, analyzed, and be approved to put into service for residential use. Additionally, a 10,000 gallon hydropneumatic tank is required at the same water plant.

The existing EST Variance must also be updated which requires: 1.) water modeling of the entire High Meadows-Fairgreen Service Area, including the ultimate, committed connections and the proposed Development and 2.) water distribution improvements.

At the Fairgreen Water Plant, a minimum 500 gpm water well is required. Currently, no design has been started since the existing failed within the last month. A new well must be approved by all regulatory agencies to install, then drilled, developed, analyzed, and be approved to put into service for residential use. As an alternate, a proposed 1,000 gpm water well may be installed at the Marquita Water Plant with further investigation and review with a ground water hydrologist.

Regarding wastewater treatment, High Meadows-Fairgreen does not have "extra" wastewater treatment capacity.

If you should have any questions or comments regarding this feasibility study, please feel free to contact me.

Sincerely,

Justin H. Edwards, P.E.
Engineer for the District

Enc.

cc: Board of Supervisors, Sunbelt Fresh Water Supply District
Elliot Barner, Radcliffe Bobbitt Adams Polley, PLLC
John Montgomery, Municipal Operations & Consulting, Inc.

125362

RECEIVED JAN 16 2020

SUNBELT FRESH WATER SUPPLY DISTRICT
APPLICATION FOR SERVICE

Type of Application: Single-Family Residential
 Multi-Family Residential
 Commercial
 Institutional

Name of Applicant: Harris County Housing Authority c/o Ross Hosket

Applicant's Address Phone and Fax Number: 1001 Preston, Suite 700 Houston, TX
P: 713-274-3042

Type of Business: _____

Type of Service Requested: In-District Out-of-District
 Water Wastewater

Proposed Land Use (provide a site plan for commercial): Housing

Estimated date construction will begin: _____

Proposed acreage in development: 10

Estimated taxable value: \$20,000/lot land \$150,000/lot improvements

Units per acre: 9

Commercial Development (SF): N/A

Type of wastewater to be put in system: Domestic Industrial

Capacity Required (GPD): 22,500 Water 22,500 Wastewater
(if plans not available provide the number and type of plumbing fixtures and number of employees)

Name and address of title holder to referenced property: _____

I have received the District's Rules & Regulations and the Development Policy.

Signature of Applicant: Water Engineer, Inc. P. Rayburn Date: Jan. 14, 2020

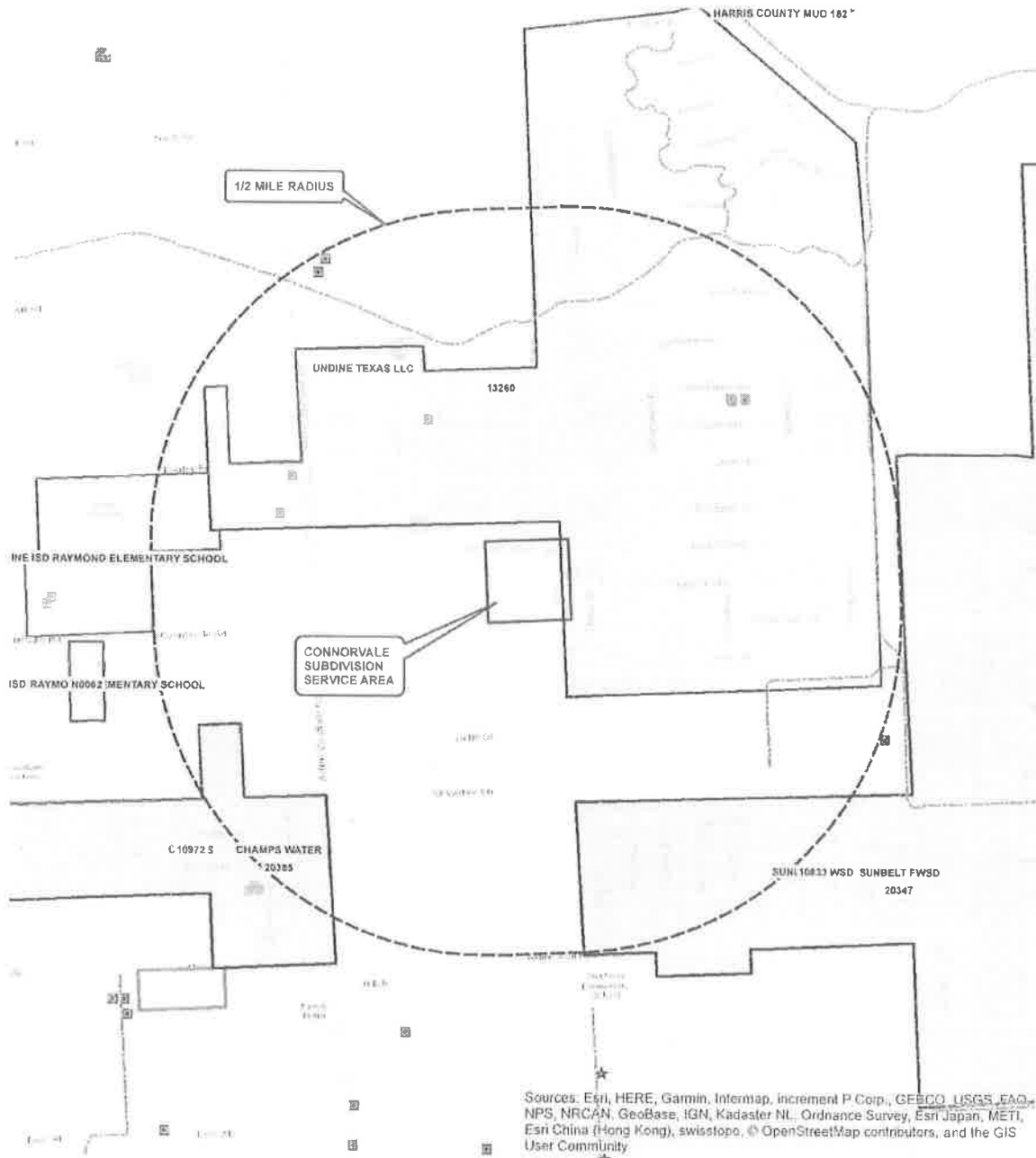
Signature of Owner: WRH Digitally signed by William Ross Hosket
Date: 2020.01.15 14:16:11 -06'00'

Telephone No.: 281-373-0500

Fax No.: 281-373-1113






Please attach a small map to the application indicating proposed location of project and boundaries of subject tract. Provide Service Address if known.

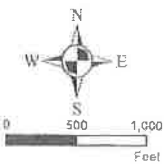
* If a commercial development or business is proposed, negotiated rates may apply.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

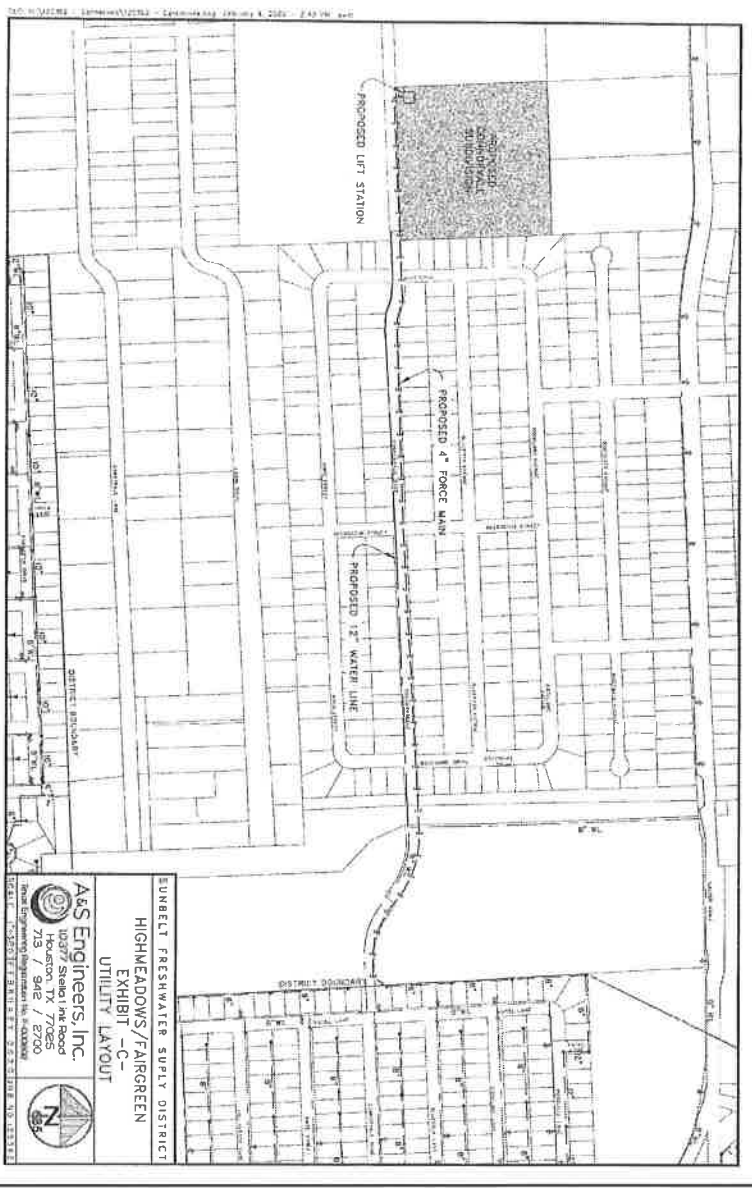
LEGEND

-  Connorvale
-  Water CCN Boundary
-  WWTP TPDES Discharge Permit
-  Public Water Wells
-  Utility District Boundary



CONNORVALE SERVICE AREA MAP

WATER ENGINEERS³⁴ INC.
Water & Wastewater Treatment Consultants
 17230 HUFFMEISTER RD., SUITE A
 CYPRESS, TEXAS 77429
 TEL: 281-373-0500
 FAX: 281-373-1113



EUNBELT FRESHWATER SUPPLY DISTRICT
HIGHMEADOWS/FAIRGREEN
EXHIBIT - C -
UTILITY LAYOUT

A&S Engineers, Inc.
10277 Stella Lane Road
Houston, TX 77055
713/661-3300
www.aandse.com



DATE: 7-25-21 1:32:47 PM 13'x19' TO 13'x11'

**Sunbelt FWSD
Feasibility Study for Connorvale Subdivision
Construction Cost Estimate
July 23, 2020**

	Water Distribution	Unit	Unit Price	Total	Extended Price
1	Move-In, Bonds and Insurance	LS	\$ 10,000	1	\$ 10,000
2	12- Inch AWWA C-900 PVC Pipe, with Standard Bedding and Backfill, Including Appurtenances, All Depths, Complete in Place.	LF	\$ 65	2,650	\$ 172,250
3	Additional Cost to Bore and Jack 12-inch pipe, Complete in Place.	LF	\$ 150	72	\$ 10,800
4	12- Inch AWWA Gate Valve with Box, Complete in Place.	EA	\$ 2,400	3	\$ 7,200
5	Connect Proposed 12-inch Water Line to Existing Water Line	EA	\$ 2,500	1	\$ 2,500
6	Furnish and Install 12-inch Plug & Clamp, including 2-inch Blow-Off Valve, Complete in Place	EA	\$ 1,000	1	\$ 1,000
7	Reinforced Filter Fabric Fence	LF	\$ 1.50	2,650	\$ 3,975
8	Trench Safety	LF	\$ 2.00	2,650	\$ 5,300
9	Traffic Control and Regulation	LS	\$ 5,000	1	\$ 5,000
10	Flagmen	LS	\$ 1,500	1	\$ 1,500

Water Distribution Subtotal \$ 219,525
 Contingencies (15%) 32,929
 Soft Costs (20%) 50,491
 Surveying 20,000

Water Distribution Total \$ 322,945

	Sanitary Sewer (Public)	Unit	Unit Price	Total	Extended Price
1	Move-In, Bonds and Insurance	LS	\$ 35,000	1	\$ 35,000
2	Lift Station with Emergency Power Generator	LS	\$ 526,000	1	\$ 526,000
3	Furnish and Install 4" Force Main PVC Pipe, Complete in Place.	LF	\$ 40	3,550	\$ 142,000
4	Connect Prop. Force Main to Manhole, Complete in Place.	LS	\$ 3,500	1	\$ 3,500
5	Corrosion-Resistant Manhole and 10' section of 8" gravity sanitary s	LS	\$ 7,500	1	\$ 7,500
6	Additional Cost to Bore and Jack 4-inch pipe, Complete in Place.	LF	\$ 150	72	\$ 11,000
7	Furnish and Install Filter Fabric Fence Barrier, Complete in Place.	LF	\$ 1.50	3,550	\$ 5,300
8	Trench Safety	LF	\$ 1.25	3,550	\$ 4,400
9	Traffic Control and Regulation	LS	\$ 5,000	1	\$ 5,000
10	Flagmen	LS	\$ 1,500	1	\$ 1,500

Sanitary Sewer Subtotal \$ 741,200
 Contingencies (15%) 111,180
 Soft Costs (20%) 170,476
 Surveying 20,000
 Geotechnical 3,500
 Electrical Service 20,000

Sanitary Sewer Total \$ 1,066,356



**Sunbelt Fresh Water Supply District
Required Improvements (Connorvale Subdivision)
July 23, 2020**

REQUIRED FACILITY/SYSTEM IMPROVEMENTS

Marquita Water Plant - New Water Well

Construction	\$	322,000
Contingencies	\$	32,200
Soft Costs	\$	70,840
	\$	425,040

Marquita Water Plant - 10,000 gal Hydropneumatic Tank

Construction	\$	96,900
Contingencies	\$	9,690
Soft Costs	\$	19,380
	\$	125,970

Fairgreen Water Plant - New Water Well

Construction	\$	322,000
Contingencies	\$	32,200
Soft Costs	\$	70,840
	\$	425,040

Marquita Water Plant Discharge Water Line

Construction	\$	155,250
Contingencies	\$	31,050
Soft Costs	\$	52,500
	\$	238,800



Sunbelt Fresh Water Supply District
 Required Improvements (Connorvale Subdivision)
 Proposed Marquita Water Plant Water Well
 July 23, 2020

PRELIMINARY COST ESTIMATE

Item Description	Unit	Quantity	Unit Cost	Total
<u>Marquita Water Plant</u>				
Mobilization, Bonds, & Insurance	LS	1	\$ 15,000	\$ 15,000
Construction of min. 500 gpm well	LS	1	\$ 293,000	\$ 293,000
Water well permit	LS	1	\$ 1,500	\$ 1,500
Removal and legal disposal of existing water well and all components	LS	1	\$ 2,500	\$ 2,500
Plug old well	LS	1	\$ 5,000	\$ 5,000
Furnish and Install SWPPP Measures	LS	1	\$ 2,500	\$ 2,500
Site Restoration	LS	1	\$ 2,500	\$ 2,500
			Construction Subtotal:	\$ 322,000
			Contingencies (10%):	32,200
			Soft Costs	70,840
			TOTAL:	\$ 425,040



Sunbelt Fresh Water Supply District
 Required Improvements (Connorvale Subdivision)
 Proposed Fairgreen Water Plant Water Well
 July 23, 2020

PRELIMINARY COST ESTIMATE

Item Description	Unit	Quantity	Unit Cost	Total
<u>Fairgreen Water Plant</u>				
Mobilization, Bonds, & Insurance	LS	1	\$ 15,000	\$ 15,000
Construction of min. 500 gpm well	LS	1	\$ 293,000	\$ 293,000
Water well permit	LS	1	\$ 1,500	\$ 1,500
Removal and legal disposal of existing water well and all components	LS	1	\$ 2,500	\$ 2,500
Plug old well	LS	1	\$ 5,000	\$ 5,000
Furnish and Install SWPPP Measures	LS	1	\$ 2,500	\$ 2,500
Site Restoration	LS	1	\$ 2,500	\$ 2,500
Construction Subtotal:				\$ 322,000
Contingencies (10%):				32,200
Soft Costs				70,840
TOTAL:				\$ 425,040



Sunbelt FWSD
 Required Improvements (Connorvale Subdivision)
 Preliminary Overall Cost Estimate for Hydropneumatic Tank
 July 23, 2020

<i>Marquita Water Plant</i>	Unit	Unit Price	Quantity	Extended Price
Mobilization including Bonds, Insurance and Permits (Maximum 2% of total Base Bid)	LS	\$ 1,900	\$ 1	\$ 1,900
Furnish and Install 10,000 Gallon Hydropneumatic Tank, including Tank Foundation, All Connections, and Coating System, Complete in Place.	LS	\$ 85,000	\$ 1	\$ 85,000
Install Yard Piping and Appurtenances, including Surface Preparation and Coatings, Complete in Place.	LS	\$ 5,500	\$ 1	\$ 5,500
Furnish and Install Air Piping Modifications and Non-specified items required to make Facility Operational, Complete in Place.	LS	\$ 4,500	\$ 1	\$ 4,500
		Construction Subtotal		\$ 96,900
		Contingencies (10%)		\$ 9,690
		Soft Costs		\$ 19,380
		TOTAL ESTIMATE		\$ 125,970

Sunbelt FWSD
 Required Improvements (Connorvale Subdivision)
 Marquita Water Plant - Discharge Water Line Improvements
 April 1, 2020

PRELIMINARY COST ESTIMATE

Item	Unit	Quantity	Unit Cost	Total
Move-in, Bonds and Set-up	LS	1	\$ 7,475	\$ 7,475
12" PVC, C-900 Waterline (thru school)	LF	900	\$ 60	\$ 54,000
12" PVC, C-900 Waterline (thru EATC)	LF	310	\$ 60	\$ 18,600
12" PVC, C-900 Waterline (under Aldine Mail Rte. Rd.)	LF	100	\$ 60	\$ 6,000
Additional Cost to Bore and Jack 12" Waterline	LF	125	\$ 150	\$ 18,750
8" x 8" TS&V	EA	1	\$ 3,000	\$ 3,000
12" x 6" TS&V	EA	1	\$ 3,500	\$ 3,500
12" x 8" TS&V	EA	1	\$ 4,000	\$ 4,000
12" x 12" TS&V	EA	1	\$ 4,500	\$ 4,500
Wet Connection	EA	1	\$ 1,200	\$ 1,200
Header Piping Modifications	LS	1	\$ 10,000	\$ 10,000
Reinforced Filter Fabric Fence	LF	1,185	\$ 3	\$ 3,555
Fittings	TON	0.50	\$ 2,500	\$ 1,250
Trench Safety	LF	1,185	\$ 2	\$ 2,370
Hydromulch Seeding	AC	0.2	\$ 4,000	\$ 800
Pavement replacement	SY	50	\$ 125	\$ 6,250
Traffic Control	LS	1	\$ 10,000	\$ 10,000

Construction Subtotal	\$	155,250
Contingencies (20%)	\$	31,050
Soft Costs	\$	37,260
Survey	\$	15,240

TOTAL: \$ 238,800

EXHIBIT "C"

**Sunbelt FWSD
High Meadows - Fairgreen Service Area
Connorvale Development - Required Improvements
Revised November 10, 2021**

Sunbelt FWSD Water Plant / Distribution System Improvements - Pro Rata Share

Avg. Pro-Rata Share (Harris County) 5.2%

	Proposed Work	Total Cost	Funding Source	Harris County Pro- Rata Share
1.	Water Well at Marquita Water Plant (w/ contingencies & soft costs)	\$ 550,662	Sunbelt FWSD Series 2011 TWDB Loan	\$ 28,634 ⁽¹⁾
2.	10,000 Gal Hydropneumatic Tank at Marquita Water Plant (w/ contingencies & soft costs)	\$ 126,000	Sunbelt Funds	\$ 6,552
3.	New GST at Fairgreen Water Plant (w/ contingencies & soft costs)	\$ 425,000	Sunbelt FWSD Series 2011 TWDB Loan	\$ 22,100
4.	Discharge Water Line at Marquita Water Plant (w/ contingencies & soft costs)	\$ 238,800	Sunbelt Funds	\$ 12,418
5.	High Meadows - Fairgreen EST Variance	\$ 20,000	Sunbelt FWSD	\$ 1,040

Total Cost: \$ 1,360,462

Sunbelt FWSD Water Plant / Distribution System Improvements -

Harris County Responsibility: \$ 70,744

- (1) Per actual construction amount bid and awarded by Sunbelt FWSD Board at the October 7, 2021 Board Meeting

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on May 16, 2023, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND SUNBELT FRESH WATER SUPPLY DISTRICT TO RELOCATE DISTRICT FACILITIES THAT ARE IN CONFLICT WITH THE COUNTY'S PROJECT TO CONSTRUCT IMPROVEMENTS TO AND IMPLEMENT A NUMBER OF ENGINEERING PROJECTS RELATED TO THE CONNORVALE SUBDIVISION.

Commissioner Garcia introduced an order and moved that Commissioners Court adopt the order. Commissioner Ellis 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
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom R. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Leslie Briones	<input checked="" 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:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County and Sunbelt Fresh Water Supply District to Relocate District Facilities that are in conflict with the County's Project to Construct Improvements and implement a number of engineering projects related to the Connorvale Subdivision.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners Court

May 16, 2023

Approve: **G/E**

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

This First Amendment to the above referenced Agreement is made and entered into by and between **Harris County** ("County"), a body corporate and politic under the laws of the State of Texas, **Sunbelt Fresh Water Supply District** ("SFWSD"), a conservation and reclamation district and a body politic and corporate under the laws of the State of Texas.

The County and SFWSD may each be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

On or about May 16, 2023, the Parties entered into an agreement (the "Master Agreement") to provide utility connections related to the Connorvale Development, a Harris County Single Family New Construction project.

The Parties now desire to amend the Master Agreement (the "First Amendment") to increase the pro-rata share set forth in and the spreadsheet describing the allocation of costs between the County and SFWSD, attached to the Master Agreement as **Exhibit "C" (the WTP Project Spreadsheet)**

TERMS

I.

Exhibit C, "WTP Project Spreadsheet" is replaced entirely with the Exhibit C "WTP Project Spreadsheet" attached hereto and shall be known as "Exhibit C" to the First Amendment.

II.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

III.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the First Amendment and the Master Agreement, the terms of this First Amendment shall govern. All other conditions between the Parties shall remain in full force and effect.

(Signatures on following page)

HARRIS COUNTY

**SUNBELT FRESH WATER SUPPLY
DISTRICT**

By: _____
Lina Hidalgo
Harris County Judge

By: *N. Wade*
~~Sandra Brito~~ Nathan Wade
President

APPROVED AS TO FORM:

ATTEST:

Christian D. Menefee
Harris County Attorney

By: *Gina Boul*
Gina Boul
Assistant County Attorney
CAO File No.: 24GEN1068

By: *Elizabeth Santiago*
Elizabeth Santiago
Secretary

Exhibit "C"

**Sunbelt FWSD
High Meadows - Fairgreen Service Area
Connorvale Development - Required Improvements
Revised January 30, 2024**

Sunbelt FWSD Water Plant / Distribution System Improvements - Pro Rata Share

Avg. Pro-Rata Share (Harris County) 5.2%

	Proposed Work	Total Cost	Funding Source	Harris County Pro- Rata Share	
1.	Water Well at Marquita Water Plant (includes construction & soft costs)	\$ 729,982	Sunbelt FWSD Series 2011 TWDB Loan	\$ 37,959	(1)
2.	10,000 Gal Hydropneumatic Tank at Marquita Water Plant (w/ contingencies & soft costs)	\$ 254,000	East Aldine District	\$ 13,208	(2)
3.	GST Rehab at Fairgreen Water Plant (includes construction & soft costs)	\$ 321,382	Sunbelt FWSD Series 2011 TWDB Loan	\$ 16,712	(3)
4.	Discharge Water Line at Marquita Water Plant (w/ contingencies & soft costs)	\$ 671,502	Sunbelt Funds	\$ 34,918	(2)
5.	High Meadows - Fairgreen EST Variance	\$ 75,000	Sunbelt FWSD	\$ 3,900	(2)

Total Cost: \$ 2,051,866

Sunbelt FWSD Water Plant / Distribution System Improvements -

Harris County Pro- Rata Share \$ 106,697

High Meadow/Fairgreen Surface Water Fee per Feasibility Study -

47 ESFCs at \$2,019 per ESFC \$ 94,893

Harris County Responsibility: \$ 201,590

- (1) Per actual construction amount bid and awarded by Sunbelt FWSD Board at the October 7, 2021 Board Meeting
- (2) Amount estimated
- (3) Per actual construction amount bid and awarded by Sunbelt FWSD Board at the August 4, 2022 Board Meeting