

## INTERLOCAL AGREEMENT

STATE OF TEXAS       §  
                                   §  
 COUNTY OF HARRIS   §

This Agreement is made and entered into pursuant to Texas Government Code Ann. Chapter 791 (the Interlocal Cooperation Act), by and among **Meadowhill Regional Municipal Utility District**, a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (hereinafter, "MRMUD"), and **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas (hereinafter, "District"), each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

### WITNESSETH

WHEREAS, Harris County residents in the Meadow Hill Run and the Park at Meadow Hill Run subdivisions located in North Harris County as shown in Exhibit A experienced street and residence flooding during several storms since April 2009, and MRMUD and the District desire to find a drainage solution to reduce the risk of flooding; and

WHEREAS, MRMUD has determined that detention outfall improvements and associated detention within these subdivisions will increase resiliency in these subdivisions; and

WHEREAS, MRMUD has designed and constructed detention outfall improvements in the Park at Meadow Hill Run subdivision, through the Camelot Tract, and across FM 2920 to Bonds Gully (K124-05-00) (Phase I) as shown in green on Exhibit B, to move the water flooding the Meadow Hill Run subdivision to Bonds Gully; and

WHEREAS, MRMUD paid a prorata share of the cost to construct Bonds Gully channel improvements to Bridgestone Municipal Utility District to discharge upstream flows from MRMUD as part of the Phase 1 project cost (Exhibit B); and

WHEREAS, MRMUD is designing (1) detention outfall improvements in the Meadow Hill Run subdivision, (2) detention outfall improvements and (3) a detention basin in the Camelot Tract (Phase 2) as shown in Exhibit C as shown in yellow, which will serve both communities; and

WHEREAS, the District, whose mission is to construct flood reduction projects that work with appropriate regard to community and natural values, desires to contribute half the estimated cost of the easement acquisition, design and construction of the detention outfalls for Phase I (Exhibit B) and all of the estimated cost of the design and construction of the detention outfall and detention capacity for Phase II (Exhibit C) ("Project"); and

WHEREAS, MRMUD has estimated the combined cost of Phase I and Phase II to be \$2,717,620.00 ("estimated Project Cost") and will pay \$1,358,810.00 ("MRMUD Contribution") and the District will contribute a maximum of \$1,358,810.00 to the Project ("District Contribution") as shown in Exhibit D; and

WHEREAS, MRMUD will own and maintain both the Phase 1 and Phase 2 detention outfall easements and drainage improvements; and the District accepted the Bonds Gully rights-of-way for maintenance on July 30, 2019, at Harris County Commissioner's Court; and

WHEREAS, it is to the benefit of MRMUD and the District to enter into this Agreement for the use and benefit of the public to reduce flooding in the area.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, the Parties agree as follows:

### **I.** **DISTRICT CONTRIBUTION**

Within 45 days of the execution of this Agreement, the District will make and deliver to MRMUD a one-time payment in the amount of \$1,358,810.00 for the District Contribution to the Project Cost, which will be the maximum contribution from the District under this Agreement. The District Contribution will go toward half the cost of the easement acquisition and detention outfall design and construction for Phase I. The portion of the District Contribution for Phase II includes the cost of detention outfall and detention basin design and construction. The District Contribution will not be used for any environmental remediation. If MRMUD terminates Phase II of this Agreement because of environmental contamination, it will refund the District all of the District's Contribution for Phase II.

### **II.** **MAXIMUM AMOUNT**

The MRMUD has been advised by the District and the MRMUD clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of One Million Three Hundred Fifty-Eight Thousand Eight Hundred Ten and No/100 Dollars (\$1,358,810.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and the District will not be responsible for any additional costs in the Project.

### **III.** **CONTRACT ADMINISTRATION**

The Phase II portion of the Project construction contracts will be awarded by MRMUD in accordance with competitive bidding laws applicable to MRMUD. MRMUD's determination shall be final and conclusive. MRMUD will administer and supervise the Phase II portion of the Project and provide for the payment of all costs associated therewith from the District Contribution and other funds described herein. MRMUD will not construct the Phase II portion of the Project until the drawings and specifications and impact analysis are approved by the District and Harris County Engineering.

### **IV.** **CHANGES TO PROJECT**

MRMUD may make changes and amendments to the drawings and specifications within the design intent of the Phase II portion of the Project as the Board of Directors of MRMUD or its designee deems necessary or desirable during construction and shall notify in writing the Executive Director of the District of all such changes and amendments within thirty (30) days after making such a change or amendment. In the event the changes or amendments result in a change in cost of the Phase II Project, MRMUD shall obtain written approval from the District prior to proceeding with the change. Such approval shall not be unreasonably withheld. If the approved change results in a cost increase greater than the total Project Cost, MRMUD will pay the additional cost.

**V.**  
**PROJECT ACCESS**

The District is hereby granted access during working hours to the Project construction site and to all relevant drawings, specifications, contract documents, and records in order to verify that the Project is being constructed in compliance with this Agreement, Provided, however, that in conducting such investigations and/or inspections, the District shall not interfere with the work in progress.

**VI.**  
**PROJECT FUNDS**

MRMUD will contribute the sum of \$1,358,810.00 of the Project Cost. Except as otherwise provided in Article III, MRMUD is not specifically allocating any additional funds for the Project Cost. MRMUD may, but shall not be obligated to, encumber additional funds from time to time for the Project.

**VII.**  
**AUDIT**

The District will have the right to request an audit of the Project to determine how funds have been spent. If the actual cost of the Phase II property acquisition is less than the estimated cost, the parties will equally share the unspent funds. If the design and construction costs of Phase II are less than estimated, the parties will equally share the unspent funds. At the completion of the Project, MRMUD will refund to the District the unspent portion of the District Contribution.

**VIII.**  
**INCREASED DETENTION VOLUME LIMITATION**

MRMUD agrees that the improvements created by the Project cannot be used to offset any future detention requirements of new development within MRMUD, and that the Project's prorata cost share of the detention facilities constructed through this Agreement on the Camelot Tract shall serve only to provide the outfall and additional detention storage volume for the defined flood reduction benefits to the Park at Meadow Hill Run and the Meadow Hill Run subdivisions.

**IX.**  
**MAINTENANCE OF DETENTION PONDS AND OUTFALL PIPES**

Upon completion of the construction of the Project, MRMUD shall provide the District with record drawings of the entire Project. MRMUD will own, operate and be responsible for all future maintenance of the Phase I and Phase II detention and detention outfalls components of the Project. The District is only responsible the operation and maintenance of Bonds Gully.

**X.**  
**TERMINATION OF AGREEMENT**

MRMUD or District may terminate this Agreement, without cause, by providing written notice of such termination to the other Parties, until such time as MRMUD awards the Phase II Detention Outfall Improvements and detention basin construction contract, in which case any remaining District Contribution for Phase II shall be returned to HCFCD in a timely manner. If MRMUD terminates Phase II of this Agreement because of environmental contamination, it will refund District all of the District Contribution for Phase II, in timely manner. If MRMUD terminates

during construction and prior to completion of Phase II then MRMUD shall return to the District all of the District's contribution for Phase II, in a timely manner.

### **XI.** **NOTICE**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Harris County Flood Control District  
9900 Northwest Freeway  
Houston, Texas 77092  
Attention: Executive Director

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to MRMUD at the following address:

Meadowhill Regional Municipal Utility District  
c/o Johnson & Petrov, LLP  
2929 Allen Parkway, Suite 3150  
Houston, Texas 77019  
Attention: Andrew Johnson

### **XII.** **ASSIGNMENT**

No Party hereto shall make, in whole or in part, any assignment of the Agreement or any obligation hereunder without prior written consent on the other Parties.

### **XIII.** **MERGER**

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

EXECUTED on \_\_\_\_\_.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

By:   
LAURA FIORENTINO CAHILL  
Senior Assistant County Attorney

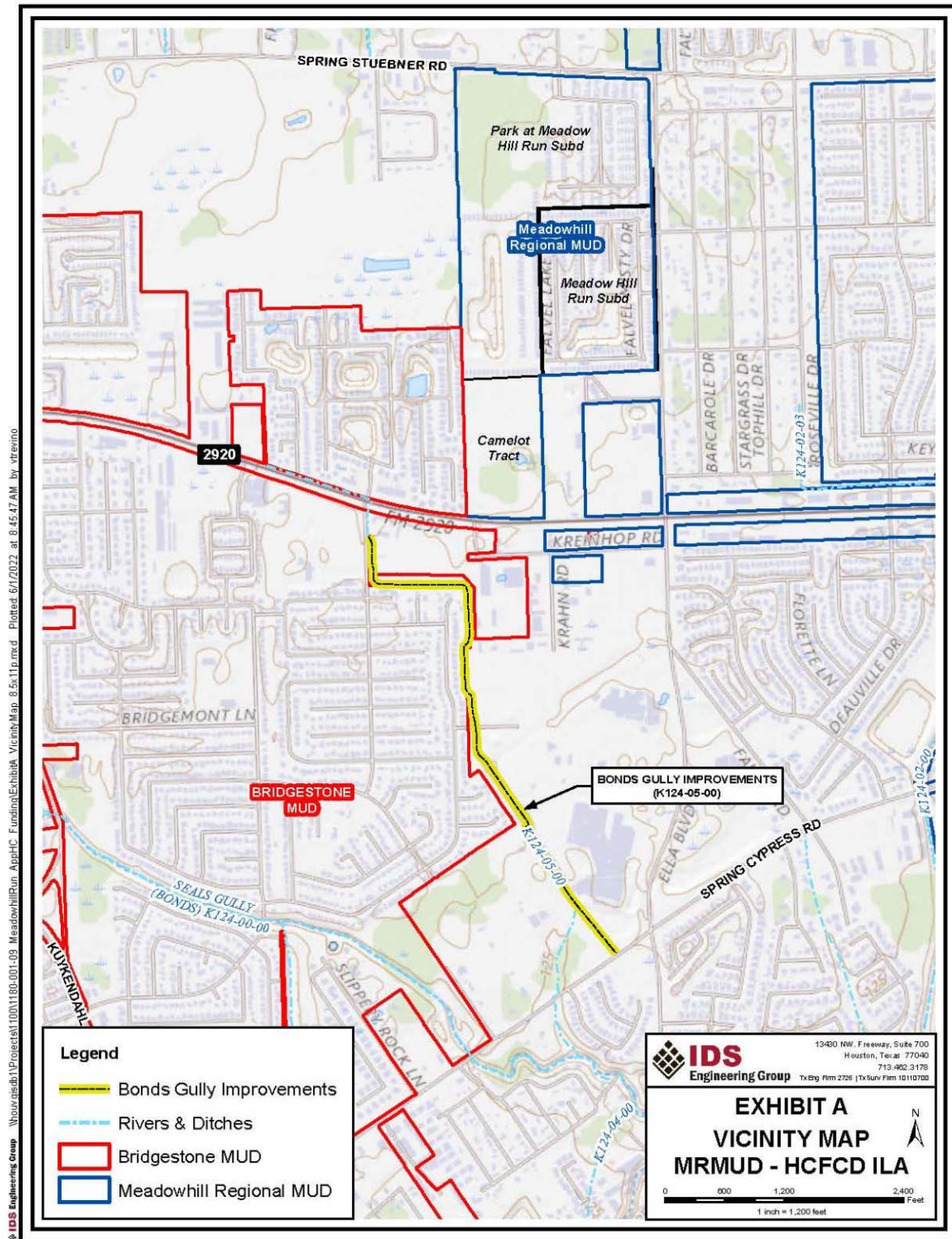
By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

MEADOWHILL REGIONAL MUNICIPAL  
UTILITY DISTRICT

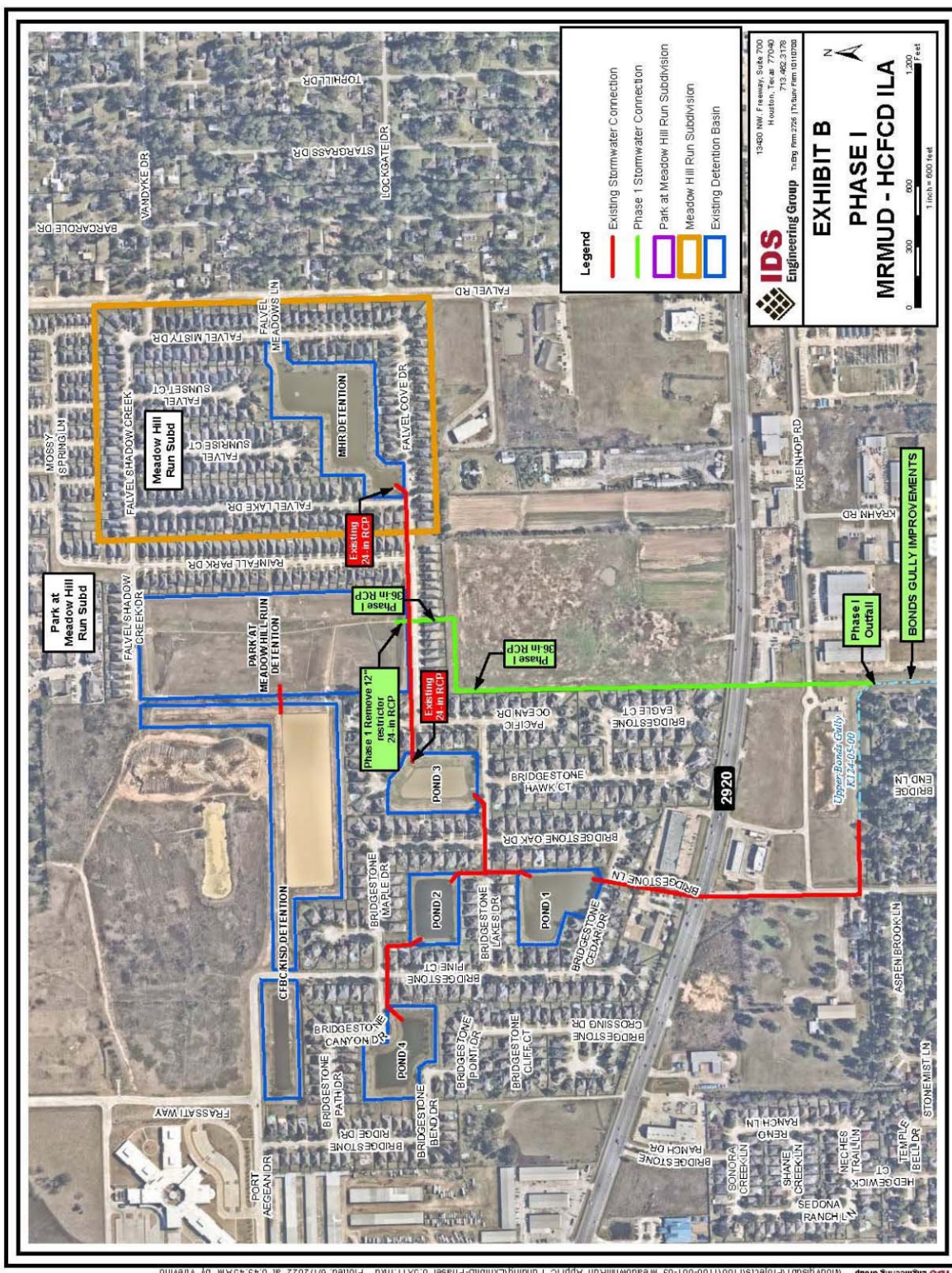
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EDWARD VAROSKY  
Vice President

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ALAN LICZWEK  
President of the Board

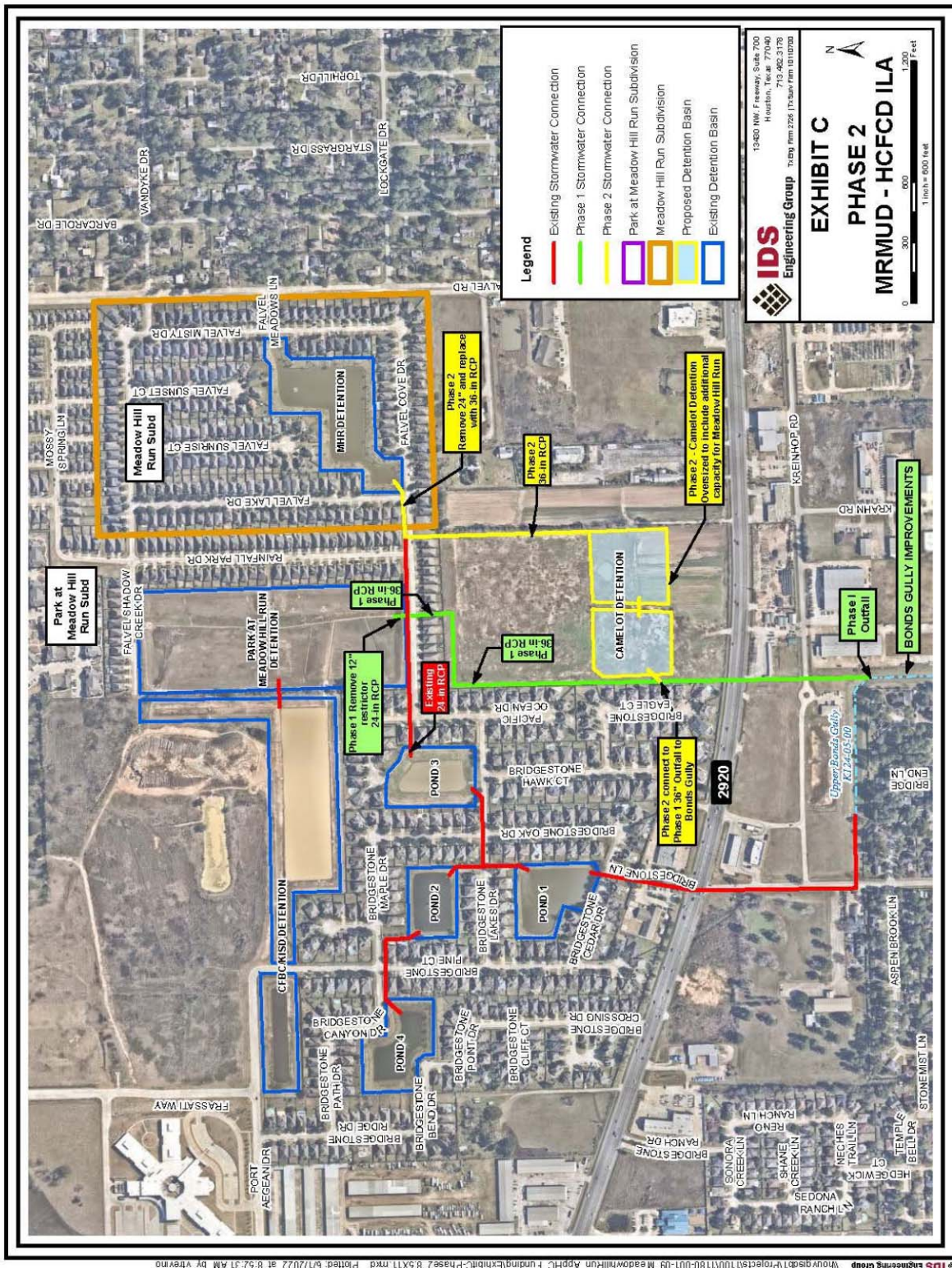
## Exhibit A



## EXHIBIT B



## EXHIBIT C



**EXHIBIT D**

<b>Harris County-Meadowhill Regional MUD Joint Participation Project  Meadow Hill Run and Park at Meadow Hill Run Drainage Improvement Project  Preliminary Cost Estimate  Prepared January 31, 2022  EXHIBIT D</b>			
	<b>JOINT PROJECT Amounts</b>	<b>MRMUD Cost Share</b>	<b>HARRIS COUNTY Cost Share</b>
<b>PHASE 1 PROJECT</b>			
MRMUD Prorate Share of Payments to Bridgestone MUD for Bonds Bully Right of Way and Channel Improvements	\$790,800	\$395,400	\$395,400
MRMUD Prorate Share of Klein ISD Construction of 36 inch Outfall to Bonds Gully	\$302,000	\$151,000	\$151,000
MRMUD Prorate Share of Klein ISD Engineering and Surveying incl. Easements	\$59,000	\$29,500	\$29,500
MRMUD Prorate Share of Freeman Holdings Storm Sewer Easement acquired by Eminent Domain	\$82,700	\$41,350	\$41,350
MRMUD Prorate Share of 36 inch Drainage Easement Cost to be reimbursed to Camelot 2920	\$42,500	\$21,250	\$21,250
MRMUD Engineering and Surveying incl. Easements	\$18,000	\$9,000	\$9,000
MRMUD Legal Expenses incl Easements & Agreements	\$15,000	\$7,500	\$7,500
Installation of Backflow Prevention Flap Gate between Meadow Hill Run Basin and the 24 inch Common Outfall	\$13,620	\$6,810	\$6,810
<b>Subtotal Phase 1</b>	<b>\$1,323,620</b>	<b>\$661,810</b>	<b>\$661,810</b>
<b>PHASE 2 PROJECT</b>	<b>MRMUD PROJECT Amounts</b>	<b>MRMUD Cost Share</b>	<b>HARRIS COUNTY Cost Share</b>
MRMUD Construct 36-inch Outfall from Meadow Hill Run Basin to Camelot Basin	\$340,765	\$0	\$340,765
Camelot Clearing and Grubbing Prorate Share for Detention Basin and Onsite Disposal	\$13,000	\$0	\$13,000
Camelot Detention Basin Prorate Share for Additional Storage Meadow Hill Run Capacity	\$245,310	\$0	\$245,310
Camelot Drainage Impact Study that incl.. Meadow Hill Run Outfall into Camelot Basin Prorate Share	\$7,050	\$0	\$7,050
Engineering and Surveying Prorate Share	\$90,875	\$0	\$90,875
Camelot Detention Basin Land Cost Prorate Share (2 Acres)	\$697,000	\$697,000	\$0
<b>Subtotal Phase 2</b>	<b>\$1,394,000</b>	<b>\$697,000</b>	<b>\$697,000</b>
<b>TOTAL PHASES 1 AND 2</b>	<b>\$2,717,620</b>	<b>\$1,358,810</b>	<b>\$1,358,810</b>
<b>Percentage</b>	<b>100%</b>	<b>50%</b>	<b>50%</b>

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 AN INTERLOCAL AGREEMENT BETWEEN  
THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND  
MEADOWHILL REGIONAL MUNICIPAL UTILITY DISTRICT**

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, Harris County residents in the Meadow Hill Run and the Park at Meadow Hill Run subdivisions located in North Harris County as shown in Exhibit A experienced street and residence flooding during several storms since April 2009, and MRMUD and the District desire to find a drainage solution to reduce the risk of flooding; and

WHEREAS, MRMUD has determined that detention outfall improvements and associated detention within these subdivisions will increase resiliency in these subdivisions; and

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WHEREAS, MRMUD has estimated the combined cost of Phase I and Phase II to be \$2,717,620.00 ("estimated Project Cost") and will pay \$1,358,810.00 ("MRMUD Contribution") and the District will contribute a maximum of \$1,358,810.00 to the Project ("District Contribution") as shown in Exhibit D; and

WHEREAS, MRMUD will own and maintain both the Phase 1 and Phase 2 detention outfall easements and drainage improvements; and the District accepted the Bonds Gully rights-of-way for maintenance on July 30, 2019, at Harris County Commissioner's Court; and

WHEREAS, it is to the benefit of MRMUD and the District to enter into this Agreement for the use and benefit of the public to reduce flooding in the area.

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 Agreement by and between the Harris County Flood Control District and Meadowhill Regional Municipal Utility District, for a partnership project in support of a stormwater detention basin and detention outfall improvements within the subdivision to provide flood protection at HCFCD Unit K124-05-00, for a maximum fee to be paid by HCFCD in the amount of \$1,358,810.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

