



**Board of Directors Meeting
April 23, 2026**



Agenda
Regular Meeting
San Jacinto River Authority Board of Directors
Thursday, April 23, 2026 - 9:00 A.M.
General and Administration Building - Boardroom
1577 Dam Site Road, Conroe, Texas 77304

A quorum of the San Jacinto River Authority Board of Directors will be physically present in the Boardroom of the General and Administration Building located at 1577 Dam Site Road, Conroe, Texas, as it is the intent of the Board of Directors to have a quorum physically present at this location. One or more members of the Board of Directors, however, may participate in the meeting by video-conference call as permitted under Section 551.127 of the Texas Government Code.

1. Invocation and Pledges of Allegiance to the U.S. and Texas Flags

- Pastor Tim Szumanski, The Pentecostals of The Woodlands
- Pledges of Allegiance led by Ronnie Anderson

2. Ceremonial Items

2.1 Receipt of Commendations, Awards, and Honoraria

- 2.1.1** Heather Ramsey honored as the 2026 Woman of Distinction by the Montgomery County Food Bank.

3. Call to Order

4. Public Comments (3 minutes per speaker)

5. Work Session

This item consists of updates, briefings, presentations, and discussion items that may require in-depth consideration and discussion by the Board.

- 5.1** Update by the General Manager regarding meetings, projects, events, issues, and activities pertinent to the Authority.
- 5.2** Update by the Director of Communications and Public Affairs regarding various division and department projects, initiatives, tours, meetings, and social media platforms.
- 5.3** Update regarding the Sunset Advisory Commission's Recommendations.
- 5.4** Update regarding aquatic plant management on Lake Conroe.
- 5.5** Presentation of the General and Administration 10-Year Project Plan.
- 5.6** Presentation of the Flood Management Division 10-Year Project Plan.

6. Consent Agenda

This agenda consists of ministerial or "housekeeping" items required by law, such as routine bids, contracts, purchases, resolutions, and orders; items previously approved by Board action, such as adoption of items that are part of an approved budget or capital improvement projects, interlocal agreements, or action which is required by law or delegated to the General Manager; and items of a non-controversial nature. These items will be considered by a single motion unless removed and placed on the Regular Agenda for individual consideration at the request of any Director.

6.1 G&A Division - Minutes

Approval of Minutes - Regular Meeting of March 26, 2026.

6.2 G&A Division - Unaudited Financials

Consider approval of the unaudited financials for the month of February, 2026.

6.3 G&A Division - Health Benefit Services - Dental Plan

Consider authorizing the General Manager to execute a service provider agreement with Humana Insurance Company for employee health benefits for the San Jacinto River Authority's Dental Plan.

6.4 G&A Division - Health Benefit Services - Basic Life and AD&D Insurance, Voluntary Life AD&D Insurance, and Long-Term Disability Insurance

Consider authorizing the General Manager to execute a service provider agreement with Life Insurance Company of North America (LINA) for employee health benefits related to Basic Life and AD&D insurance, Voluntary Life AD&D insurance, and Long-Term Disability insurance for the San Jacinto River Authority.

6.5 G&A Division - Health Benefit Services - Vision Plan

Consider authorizing the General Manager to execute a service provider agreement with Block Vision of Texas, Inc., dba Superior Vision of Texas, for employee health benefits for the San Jacinto River Authority's Vision Plan.

6.6 Woodlands Division - Contract Renewal for Municipal Services

Consider authorizing the General Manager to execute a contract renewal with National Works, Inc., related to municipal services (coatings and lining services for sanitary sewer manholes, lift stations, wet wells, and treatment basins) for the Woodlands Division.

7. Regular Agenda

This agenda consists of items requiring individual consideration by the Board of Directors.

7.1 G&A Division - Financial Advisory Agreement

Consider authorizing the General Manager to terminate the existing Financial Advisory Agreement with Robert W. Baird & Co., Incorporated and execute a new Financial Advisory Agreement with Cedar Creek Municipal Advisors for financial advisory and bond sale services.

7.2 GRP Division - Professional Services Agreement and Work Order No. 1 for GRP Membrane Replacement and Optimization

Consider authorizing the General Manager to execute a Professional Services Agreement and Work Order No. 1 with Plummer Associates, Inc., for professional engineering services for GRP Membrane Replacement and Optimization for the GRP Division.

8. Executive Session

If necessary, the Board of Directors will adjourn to Closed Session at this point in the meeting to consider the following items; however, the Board of Directors reserves the right to adjourn to Closed Session at any time during the course of this meeting as allowed by law.

8.1 Discussion regarding items identified elsewhere on the agenda pursuant to Texas Government Code Sections 551.071, Consultation with Attorney; 551.072, Real Property; 551.073, Prospective Gifts; 551.074, Personnel Matters; 551.076, Security Devices, or 551.0761, Critical Infrastructure, as applicable.

8.2 Pursuant to Texas Government Code, Section 551.071, Consultation with Attorney:

8.2.1 Litigation related to Hurricane Harvey, including additional legal services to be provided by Hunton Andrews Kurth, LLP; and

8.2.2 Litigation involving City of Magnolia, Quadvest, L.P., and Woodland Oaks Utility, L.P., related to GRP, and other potential litigation related to GRP.

8.2.3 Interpretation and application of the San Jacinto River Authority's enabling legislation, as amended, and the Board of Director's governing documents.

8.3 Pursuant to Texas Government Code, Section 551.072, Real Property:

8.3.1 Discuss a 0.0248 acre tract of real property located in the William C. Clark Survey, A-6, Montgomery, Texas.

9. Reconvene In Open Session

The Board of Directors will reconvene in Open Session at this point in the meeting and, if necessary, take action on any agenda item discussed in Closed Session and/or identified below.

10. Lake Conroe Division - Sale of Real Property (Renslow)

Consider surplus declaration and disposal by sale of a 0.0248 acre tract of real property located in the William C. Clark Survey, A-6, near Montgomery, Texas, to Roy and Charmayne Renslow, and authorize the General Manager to execute all necessary documents to complete the transaction.

11. Announcements / Future Agenda

Next San Jacinto River Authority Regular Board Meeting - May 28, 2026.

12. Adjourn

Persons with disabilities who plan to participate in the meeting and would like to request auxiliary aids or services are requested to contact Cynthia Bowman at (936) 588-3111 at least three business days prior to the meeting so that appropriate arrangements can be made.

Item No.	Agenda Item	Date
6.1	Consider approval of minutes from the Board of Directors meeting of March 26, 2026.	04/23/2026

BACKGROUND INFORMATION

FUNDING SOURCE: N/A

ATTACHMENTS: Minutes

RECOMMENDED ACTION

Approve the minutes of the March 26, 2026, Board of Directors meeting.

**BOARD OF DIRECTORS
SAN JACINTO RIVER AUTHORITY
MINUTES OF REGULAR MEETING
MARCH 26, 2026**

A regular meeting of the Board of Directors of the San Jacinto River Authority was held at 9:00 a.m., March 26, 2026, at the San Jacinto River Authority General and Administration Building. Notice of said meeting was posted as required by law. President Ronnie Anderson, Vice President Ed Boulware, Treasurer Mark Micheletti, Secretary Wil Faubel, Director Stacey Buick, and Director Stephanie Johnson were present. Secretary Pro Tem Ricardo Mora was absent. Also in attendance were Aubrey A. Spear, General Manager; Heather Ramsey, Director of Communications and Public Affairs; Ed Shackelford, Director of Operations, Connie Curtis, Director of Technical and Operational Services, Pam Steiger, Chief Financial Officer; Cynthia Bowman, Chief of Staff; and Amy Sims, General Counsel.

1. Invocation and Pledges of Allegiance to the U.S. and Texas Flags

The invocation was given by Pastor Mark England of Grace Lutheran Church and the Pledges of Allegiance to the U.S. and Texas Flags were led by Director Ronnie Anderson.

2. Ceremonial Items

2.1 Receipt of Commendations, Awards, and Honoraria

- Ms. Pam Steiger introduced the Procurement Department in recognition of National Procurement Month.
- Mr. Aubrey Spear recognized Mr. Ed Shackelford for five years of service.

3. Call to Order

The meeting was called to order at 9:06 a.m.

4. Public Comments

Mr. Dan Krueger and Ms. Kaaren Cambio provided comments regarding the Joint Operations Study public meeting held in Humble, Texas, on March 5, 2026.

5. Work Session

5.1 Update by the General Manager regarding meetings, projects, events, issues, and activities pertinent to the Authority

Mr. Spear provided comments related to the various meetings, projects, events, issues, and activities pertinent to SJRA.

5.2 Update by the Director of Communications and Public Affairs regarding updates related to various division and departmental projects, initiatives, tours, meetings, and social media platforms

Ms. Ramsey provided information related to various community engagement events, social media highlights, and employee highlights.

5.3 Presentation regarding Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study

Mr. Matt Barrett, Water Resources and Flood Management Division Manager, presented information regarding the Spring Creek Watershed Flood Control Dams Conceptual Engineering Feasibility Study.

5.4 Presentation by Harris County Flood Control District regarding upcoming District projects.

Dr. Tina Petersen, Executive Director of the Harris County Flood Control District, presented information related to various projects in and around Harris County.

5.5 Update regarding the 2023 Sunset Commission's recommendations.

Mr. Justin Ford, Procurement Manager, provided an overview of the Sunset Advisory Commission's recommendations related to contracting.

6. Consent Agenda

Director Johnson made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Micheletti and carried unanimously.

6.1 G&A - Minutes

Approval of Minutes - Regular Meeting of February 26, 2026.

6.2 G&A - Unaudited Financials

Approve the unaudited financials for the month of January, 2026.

6.3 G&A Division - Quarterly Investment Report

Consider approval of the Quarterly Investment Report for the Quarter Ended February 28, 2026.

6.4 G & A Division - Enterprise Asset Management Software Renewal

Consider authorizing the General Manager to execute an annual renewal agreement with Hexagon in the amount of \$88,926.71, for Hexagon Enterprise Asset Management software.

6.5 Woodlands and GRP Divisions - Contract for Municipal Services (Hydro Clear)

Consider authorizing the General Manager to execute a contract with Hydro Clear Services, LLC, in an amount not to exceed \$325,000 for the Woodlands Division, and \$85,000 for the GRP Division, related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.

6.6 Woodlands and GRP Divisions - Contract for Municipal Services (Magna Flow)

Consider authorizing the General Manager to execute a contract with Magna Flow Environmental, Inc., in an amount not to exceed \$325,000 for the Woodlands Division, and \$85,000 for the GRP Division, related to municipal services (pumping, vacuuming, line jetting,

line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.

6.7 Woodlands and GRP Divisions - Contract for Municipal Services (Superior Hydro Vac)

Consider authorizing the General Manager to execute a contract with Superior Hydro Vac in an amount not to exceed \$325,000 for the Woodlands Division, and \$85,000 for the GRP Division, related to municipal services (pumping, vacuuming, line jetting, line televising, disposal services, hydro excavating, and locating of utilities) for the Woodlands and GRP Divisions.

6.8 Woodlands and GRP Divisions - Polymers Purchase

Consider authorizing the General Manager to execute a contract renewal with Polydyne, Inc., in an amount not to exceed and additional \$97,947 for the Woodlands Division, and \$135,592 for the GRP Division for the purchase of polymers for the Woodlands and GRP Divisions.

6.9 Woodlands Division - Water Treatment Chemicals (PVS DX Incorporated)

Consider authorizing the General Manager to execute a contract renewal with PVS DX Incorporated, in an amount not to exceed an additional \$1,437,000, for the purchase of water treatment chemicals (chlorine and sulphur dioxide) for the Woodlands Division.

6.10 Woodlands Division - Magnesium Hydroxide Slurry

Consider authorizing the General Manager to execute a contract renewal with Garrison Minerals, LLC, in an amount not to exceed an additional \$610,000, for the purchase of magnesium hydroxide slurry for the Woodlands Division.

7. Regular Agenda

7.1 Lake Conroe Division - Amended Fiscal Year 2026 Operating Budget for the Lake Conroe Division*

Mr. Dan Hilderbrandt, Technical Services Manager, explained that various electrical modifications, gas line rerouting, and major furnishings for the Lake Conroe Maintenance Facilities Improvements Project necessitated a budget amendment for the Lake Conroe Division. Ms. Jamye Lewis, Controller, explained that the original approved Fiscal Year 2026 total project budget of \$5,517,547 plus the proposed budget amendment of \$175,000, would bring the proposed amended Fiscal Year 2026 total project budget to \$5,692,547. Director Boulware made a motion to adopt Resolution No. 2026-R-03, of the San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Lake Conroe Division related to the Lake Conroe Maintenance Facilities Improvement Project. The motion was seconded by Director Faubel and carried unanimously.

7.2 Woodlands Division - Amended Fiscal Year 2026 Operating Budget for the Woodlands Division*

Ms. Lewis explained that excess funds in the amount of \$6,058,582 existed in the Woodlands Division budget from Fiscal Year 2025, based on the results of the annual independent audit report (Annual Comprehensive Financial Report) approved by the Board of Directors on January 22, 2026. Ms. Lewis explained that for excess funds to be eligible for refund or use by the San Jacinto River Authority, revenue for the Woodlands Division must be above 90% of the budgeted

amount after six months into the current fiscal year. Ms. Lewis confirmed that Fiscal Year 2026 revenues for September 1, 2025, through February 28, 2026, were adequate to satisfy the requirements. Following review of the excess funds by The Woodlands Trustees, Ms. Lewis explained that the Trustees approved the Fiscal Year 2025 excess funds be refunded to the Municipal Utility Districts. Additionally, Mr. Shackelford explained that as part of the Wastewater Strategic Plan, a comprehensive evaluation was conducted to assess the feasibility and projected costs associated with the construction of a gravity wastewater system aimed at eliminating up to five lift stations and their associated force mains within the Wastewater Treatment Facility No. 1 service area. Further, Mr. Shackelford stated that following completion of the study, it was concluded that maintaining the existing operation and maintenance framework of the wastewater collection system would be the most cost-effective strategy over a 50-year horizon, with no elimination of lift stations. Mr. Shackelford stated that Lift Station No. 5 Force Main was previously designed in 2020 and needs to be updated. He explained that reallocating land acquisition project funds in the amount of \$9,546,938.20 from the wastewater system project to the Lift Station No. 5 Force Main Project would help in the replacement of same. Mr. Shackelford stated that modification of the project budgets was approved by The Woodlands Trustees. Director Johnson made a motion to adopt Resolution No. 2026-R-04, of the San Jacinto River Authority Board of Directors adopting an amended Fiscal Year 2026 Operating Budget for the Woodlands Division. The motion was seconded by Director Faubel and carried unanimously.

7.3 Woodlands Division - Professional Services Agreement and Work Order No. 1 for Lift Station No. 21 Force Main Renewal

Mr. Nabeel Khan, Technical Services Project Manager, explained that SJRA operates and maintains 29 lift stations and over 100,000 linear feet of force mains throughout the wholesale wastewater conveyance system in The Woodlands, including Lift Station No. 21's force main. He stated that Lift Station No. 21's force main has been in operation since 1982. Mr. Khan explained that a force main condition assessment was conducted in June 2022 which included a records analysis, televising of the force main, and a physical inspection to determine estimated remaining useful life of each force main. He explained that the assessment identified sections of force mains that were at high risk of failure and ranked them based on priority. Mr. Khan stated that from the priority list, Lift Station No. 21's force main was identified as being in extremely poor condition, having lost 70% of its original thickness, and posing a high risk of structural collapse. Further, Mr. Khan explained that due to its age, significant wall loss/deteriorated condition, and high risk of structural collapse, renewal of this force main is necessary to prevent potential collection system failure. Director Buick made a motion to authorize the General Manager to execute a Professional Services Agreement and Work Order No. 1 with Baxter and Woodman, Inc., in an amount not to exceed \$151,900, for preliminary engineering of Lift Station No. 21 Force Main Renewal for the Woodlands Division. The motion was seconded by Director Johnson and carried unanimously.

7.4 Highlands Division - Request Change No. 1 to Generator Purchase Order

Mr. Khan explained that the Lake Houston Pump Station ("LHPS") Pump and Motor Replacement Project included early procurement and installation of long lead time equipment such as a natural gas generator to be used as a backup/emergency power source for the pump station. He stated that in order to ensure the generator was available in time for installation during construction, Early Procurement Package 2, which was approved by the SJRA Board of Directors on October 23, 2025, included the 600-kW natural gas generator as specified by the design team. Mr. Khan explained that a new generator is needed for this project due to the downrating of LHPS's operating voltage from 2400 volts to 480 volts which will allow for the replacement pumps and motors to operate at the lower voltage during a power outage, which will be installed

in the existing generator building at the LHPS site.

Mr. Khan explained that the proposed generator was to be installed in the existing generator building, however, installation of the larger generator within the building would require the roof to be removed and replaced at an approximate cost of \$110,000. Additionally, he stated that future generator replacement would require a repeat of this process after the generator's expected 20-25 year useful life. Mr. Khan explained that SJRA staff discussed the challenge and determined that the installation of an enclosure over the generator at a separate location on the site would allow ease of installation and remove the need for a rental generator during construction. Director Johnson made a motion to authorize the General Manager to approve Request Change No. 1 to Purchase Order No. 001838 with Cummins Southern Plains, in an amount not to exceed \$61,085, for the purchase of a generator listed in Early Procurement Package 2 of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division. Director Faubel seconded the motion. The motion carried with all present voting aye.

7.5 Highlands Division - General Services Agreement for Early Procurement Package 3 of the Lake Houston Pump Station Pump and Motor Replacement Project

Mr. Khan explained that the Lake Houston Pump Station (LHPS) Pump and Motor Replacement project included early procurement and installation of long lead time equipment including pumps, motors, and variable frequency drives (VFDs) to replace the existing pumps and motors that are 40-70 years old. He explained that the project also included the downrating of LHPS's operating voltage from 2400 volts to 480 volts. Further he stated that the pumps and motors will be installed inside of the existing LHPS building while the VFDs will be installed in the electrical room at the Remote Operations Center (ROC). Mr. Khan explained that in order to ensure the equipment is available in time for installation during construction, Early Procurement Package 3 included the pumps, motors, and Eaton VFDs as specified by the design team. Director Micheletti made a motion to authorize the General Manager to execute a General Services Agreement with Smith Pump Company, Inc., in an amount not to exceed \$3,248,000, for Early Procurement Package 3 of the Lake Houston Pump Station Pump and Motor Replacement Project for the Highlands Division. The motion was seconded by Director Boulware and carried unanimously.

8. Executive Session

The meeting was convened into executive session at 11:39 a.m., under the following provisions:

- 8.1 Discussion regarding items identified elsewhere on the agenda pursuant to Texas Government Code Sections 551.071, Consultation with Attorney; 551.072, Real Property; 551.073, Prospective Gifts; 551.074, Personnel Matters; or 551.076, Security Devices, as applicable.**
- 8.2 Pursuant to Texas Government Code, Section 551.071, Consultation with Attorney:**
 - 8.2.1** Litigation related to Hurricane Harvey, including additional legal services to be provided by Hunton Andrews Kurth, LLP; and
 - 8.2.2** Litigation involving City of Magnolia, Quadvest, L.P., Woodland Oaks Utility, L.P., Titter-Bell and CDF Textiles, LTD, related to GRP, and other potential litigation related to GRP.
- 8.3 Pursuant to Texas Government Code, Section 551.0761, Critical Infrastructure:**
 - 8.3.1** Discuss critical infrastructure operations and protocols.

9. Reconvene In Open Session

With a quorum of the Board present, the meeting was called into open session at 12:25 p.m.

10. Announcements / Future Agenda

It was announced that the next San Jacinto River Authority Regular Board Meeting will take place on April 23, 2026.

11. Adjourn

Without objection, the meeting was adjourned at 12:26 p.m.

Wil Faubel
Secretary, Board of Directors

Item No.	Agenda Item	Date
6.2	Consider approval of the unaudited financials for the month of February, 2026.	04/23/2026

BACKGROUND INFORMATION

The monthly unaudited financial statements are intended to keep the Board of Directors apprised of the ongoing financial condition of the Authority.

The monthly statements include Financial Highlights, Schedules of Revenues and Expenses (Actual and Budget), Unaudited Balance Sheet, Unaudited Statement of Revenues and Expenses (Summary), and Schedule of Investments.

FUNDING SOURCE: N/A

ATTACHMENTS: Unaudited Financials will be provided under separate cover

RECOMMENDED ACTION

Approve the unaudited financial statements for the month of February, 2026.


San Jacinto River Authority



Unaudited Financial Statements

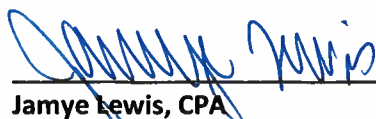
For the Six Months Ending February 28, 2026

APPROVED BY:



Pam J. Steiger, CPA
Chief Financial Officer

3/24/24
Date



Jamye Lewis, CPA
Controller

3/24/2024
Date

San Jacinto River Authority

Unaudited Financial Statements
For the Six Months Ending February 28, 2026

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San Jacinto River Authority
Unaudited Statement of Net Assets
As of February 28, 2026

	General Operating Division				Woodlands Division				
	Raw Water Enterprise & Other*	Lake Conroe	Highlands	Flood Management Division	Groundwater Reduction Plan Division	Woodlands Operating	Future Facilities	Water & Wastewater	Repair & Replacement
Total	\$ 34,445,346	\$ -	\$ -	\$ -	\$ 14,182,952	\$ 9,378,812	\$ -	\$ -	\$ -
Current Assets									
Cash and Cash Equivalents	\$ 10,883,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted:									
Cash	1,799,461	-	-	1,194,844	-	-	-	-	-
Reserves	2,810,178	4,452,275	6,511,172	-	9,646,158	8,568,278	-	-	-
Debt Service	6,800,621	-	-	-	46,362,626	3,297,154	-	841,864	-
Construction	5,503,744	4,303,493	16,319,097	-	7,779,316	5,384,511	-	-	29,357,012
Construction Escrow	21,531,352	-	-	-	-	21,531,352	-	-	-
Accounts Receivable	3,230,776	1,219,953	359,748	616,143	6,279,440	2,703,196	-	14,947	-
Due from Other Funds	7,403,381	150,346	507,149	7,504	-	-	-	1,056	12,914
Inventory and Other Prepaid Expenses	8,424,218	82,238	124,362	5,787	6,719,068	1,000,754	-	-	-
Total Current Assets	\$ 36,835,016	\$ 10,208,305	\$ 23,821,528	\$ 1,824,279	\$ 90,969,560	\$ 51,864,056	\$ 6,746,709	\$ 857,867	\$ 29,369,927
Noncurrent Assets									
Long-Term Receivables	\$ -	\$ -	\$ -	\$ -	\$ 2,269,476	\$ -	\$ -	\$ -	\$ -
Total Noncurrent Assets	\$ -	\$ -	\$ -	\$ -	\$ 2,269,476	\$ -	\$ -	\$ -	\$ -
Capital Assets									
Total Capital Assets	\$ 48,434,549	\$ 17,032,326	\$ 116,680,794	\$ 649,682	\$ 461,805,218	\$ 90,361,423	\$ 63,270,537	\$ 76,662,681	\$ 31,307,583
Less: Accumulated Depreciation	(372,982,412)	(4,962,430)	(33,061,379)	(11,718)	(156,601,736)	(68,030,477)	(41,368,974)	(56,045,904)	(6,899,777)
Less: Accumulated Amortization	(394,280)	-	(335,930)	-	-	(58,350)	-	-	-
Net Capital Assets	\$ 42,434,531	\$ 12,069,896	\$ 83,283,425	\$ 637,964	\$ 305,203,483	\$ 22,272,596	\$ 21,901,563	\$ 20,616,777	\$ 24,407,805
Deferred Outflows									
Pension	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Deferred Outflows	\$ 5,726,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assets	\$ 793,321,431	\$ 84,996,215	\$ 22,278,202	\$ 107,104,953	\$ 398,442,519	\$ 74,136,652	\$ 28,648,272	\$ 21,474,644	\$ 53,777,732

*Other = Bear Branch, General & Administrative Services, and Region H

San Jacinto River Authority
Unaudited Statement of Net Assets
As of February 28, 2026

	General Operating Division					Groundwater Reduction Plan Division	Woodlands Division			
	Raw Water Enterprise & Other*	Lake Conroe	Highlands	Flood Management Division			Woodlands Operating	Future Facilities	Water & Wastewater	Repair & Replacement
Liabilities										
Current Liabilities										
Accounts Payable and Other Accrued Liabilities	\$ 10,793,127	\$ 352,890	\$ 325,422	\$ 388,561	\$ 2,892,534	\$ 6,250,676	\$ -	\$ -	\$ 15,717	
Construction Liabilities	361,301	165,948	127,631	-	-	-	-	-	67,821	
Deferred Revenue	1,403,359	-	-	1,355,995	-	-	-	-	-	
Short-Term Debt	24,280,000	-	2,240,000	-	17,870,000	1,670,000	-	2,500,000	-	
Short-Term Lease Liability	45,049	-	35,293	-	5,979,903	9,756	-	-	-	
Accrued Interest on Bonds and Grants	7,296,171	-	592,500	216,671	-	180,430	-	326,667	-	
OPEB Liability	41,035	4,924	13,542	-	-	9,028	-	-	-	
Total Current Liabilities	\$ 44,220,041	\$ 532,279	\$ 3,334,388	\$ 1,961,228	\$ 26,742,437	\$ 8,119,890	\$ -	\$ 2,826,667	\$ 83,538	
Long Term Liabilities										
Long-Term Debt	\$ 378,780,000	\$ -	\$ 32,910,000	\$ -	\$ 302,490,000	\$ 29,720,000	\$ -	\$ 13,660,000	\$ -	
Long-Term Lease Liability	28,197	-	12,371	-	-	15,826	-	-	-	
Long-Term Arbitrage Liability	2,265,073	-	-	-	-	2,265,073	-	-	-	
Bond Issuance Costs	2,833,662	-	-	-	-	-	-	1,363,783	-	
Other Post Employment Benefits	496,429	190,040	1,378,029	-	91,849	258,867	-	-	-	
Long Term Compensated Absence Liability	1,564,735	113,522	32,564	-	160,634	339,089	-	-	-	
Deferred Inflows and Liability-Pension	3,663,291	-	48,237	37,373	-	-	-	-	-	
Deferred Inflows-Other Employment Benefits	-	-	-	-	-	-	-	-	-	
Total Long Term Liabilities	\$ 389,631,387	\$ 303,562	\$ 34,381,201	\$ 37,372.78	\$ 302,742,484	\$ 32,598,856	\$ -	\$ 15,023,783	\$ -	
Total Liabilities	\$ 433,851,428	\$ 835,841	\$ 37,715,588	\$ 1,998,600	\$ 329,484,921	\$ 40,718,746	\$ -	\$ 17,850,450	\$ 83,538	
Fund Balance										
Prior Year Fund Balance	\$ 345,672,752	\$ 77,311,526	\$ 20,839,564	\$ 65,918,667	\$ 61,896,920	\$ 34,285,091	\$ 29,493,983	\$ 4,588,171	\$ 51,138,074	
Current Net Revenue	13,797,251	2,520,947	602,797	3,470,697	7,060,678	(867,186)	(845,710)	(963,977)	2,556,120	
Total Fund Balance	\$ 359,470,003	\$ 79,832,473	\$ 21,442,361	\$ 69,389,365	\$ 68,957,598	\$ 33,417,906	\$ 28,648,272	\$ 3,624,194	\$ 53,694,194	
Total Liabilities & Fund Balance	\$ 793,321,431	\$ 84,996,215	\$ 22,278,202	\$ 107,104,953	\$ 398,442,519	\$ 74,136,652	\$ 28,648,272	\$ 21,474,644	\$ 53,777,732	

*Other = Bear Branch, General & Administrative Services, and Region H

San Jacinto River Authority - Raw Water Supply
Actual to Budget Comparison
For the Six Months Ending February 28, 2026

Water Rate: \$0.66/1,000 gallons, effective 01/01/2026

	February		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ 1,832,589	\$ 1,843,610	\$ 11,449,893	\$ 11,317,327	\$ 23,554,031
OTHER REVENUES	\$ 1,041	\$ -	\$ 1,099	\$ -	\$ 1,099
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 44,635	\$ 44,084	\$ 266,564	\$ 286,212	\$ 19,648
Professional Fees	9,634	24,823	25,371	149,000	123,629
Purchased & Contracted Services	9	25	6,813	149	(6,664)
Supplies, Materials & Utilities	1,895	2,825	6,896	16,956	10,060
Rentals	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-
General & Administrative Expenses	5,383	7,710	26,606	46,268	19,662
TOTAL OPERATING EXPENSES	\$ 61,556	\$ 79,467	\$ 332,250	\$ 498,585	\$ 166,335
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 61,556	\$ 79,467	\$ 332,250	\$ 498,585	\$ 166,335
NET REVENUES OVER EXPENSES	\$ 1,772,074	\$ 1,764,143	\$ 11,118,742	\$ 10,818,742	\$ 300,000
CAPITAL IMPROVEMENTS	\$ -	\$ 37,652	\$ 41,110	\$ 228,817	\$ 187,707
OTHER SOURCES (USES)					
Transfer to Repair & Replacement Fund	\$ (550,000)	\$ (550,000)	\$ (583,667)	\$ (583,667)	\$ -
Incoming to Repair & Replacement Fund	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ -
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ (33,667)	\$ (33,667)	\$ -
NET CASH BASIS SOURCES (USES)	\$ 1,772,074	\$ 1,776,491	\$ 11,043,965	\$ 10,556,258	\$ 487,707
					\$ 22,068,360

San Jacinto River Authority - Lake Conroe Operating and Repair/Replacement
Actual to Budget Comparison
For the Six Months Ending February 28, 2026

	February		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ 441,343	\$ 502,434	\$ 2,188,041	\$ 3,187,801	\$ 6,452,982
OTHER REVENUES	\$ 21,748	\$ 2,999	\$ 133,599	\$ 18,000	\$ 36,000
OPERATING EXPENSES					
Salaries, Wages, & Employee Benefits	\$ 276,463	\$ 274,941	\$ 1,748,852	\$ 1,784,966	\$ 3,569,935
Professional Fees	112,347	170,557	378,161	1,023,750	2,047,500
Purchased & Contracted Services	11,239	44,281	84,035	337,520	675,039
Supplies, Materials & Utilities	48,992	60,452	235,307	362,849	725,698
Rentals	3,964	6,303	26,326	37,833	75,666
Maintenance, Repairs & Parts	48,417	63,683	98,115	382,250	764,500
General & Administrative Expenses	82,550	98,751	452,715	623,699	1,247,399
TOTAL OPERATING EXPENSES	\$ 583,972	\$ 718,968	\$ 3,023,511	\$ 4,552,867	\$ 9,105,737
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 583,972	\$ 718,968	\$ 3,023,511	\$ 4,552,867	\$ 9,105,737
NET REVENUES OVER EXPENSES	\$ (120,881)	\$ (213,535)	\$ (701,871)	\$ (1,347,066)	\$ (2,616,755)
CAPITAL IMPROVEMENTS	\$ 28,628	\$ 26,457	\$ 168,416	\$ 222,474	\$ 381,249
OTHER SOURCES (USES)					
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ 957,586
Operating Reserve Fund	-	-	(56,521)	(56,521)	(56,521)
Emergency Reserve Fund	-	-	(135,000)	(135,000)	(135,000)
Transfer to Repair and Replacement Fund	-	-	(1,368,109)	(1,368,109)	(1,368,109)
Incoming to Repair and Replacement Fund	-	-	1,399,576	1,399,576	1,399,576
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ (160,054)	\$ (160,054)	\$ 797,532
NET CASH BASIS SOURCES (USES)	\$ (149,509)	\$ (239,992)	\$ (1,030,341)	\$ (1,729,594)	\$ (2,200,472)

San Jacinto River Authority - Highlands Operating and Repair/Replacement
Actual to Budget Comparison
For the Six Months Ending February 28, 2026

	February		YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget		
OPERATING REVENUES	\$ 324,618	\$ 252,422	\$ 324,618	\$ 1,515,135	\$ (1,190,517)	\$ 3,030,275
OTHER REVENUES	\$ 96,522	\$ 15,411	\$ 451,260	\$ 92,500	\$ 358,760	\$ 185,000
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 302,252	\$ 323,863	\$ 1,772,120	\$ 2,102,546	\$ 330,426	\$ 4,205,094
Professional Fees	1,631	14,553	21,619	90,575	68,956	174,925
Purchased & Contracted Services	1,681	18,489	48,397	119,589	71,192	238,967
Supplies, Materials & Utilities	71,561	97,104	436,054	582,858	146,804	1,165,717
Rentals	540	8,330	294,989	50,000	(244,989)	100,000
Maintenance, Repairs & Parts	84,857	91,480	281,170	549,100	267,930	1,098,200
General & Administrative Expenses	33,020	47,267	152,301	283,659	131,358	567,431
TOTAL OPERATING EXPENSES	\$ 495,542	\$ 601,086	\$ 3,006,650	\$ 3,778,327	\$ 771,677	\$ 7,550,334
NON-OPERATING EXPENSES	\$ 118,630	\$ 118,630	\$ 719,146	\$ 719,146	\$ -	\$ 1,430,699
TOTAL EXPENSES	\$ 614,172	\$ 719,716	\$ 3,725,796	\$ 4,497,473	\$ 771,677	\$ 8,981,032
NET REVENUES OVER EXPENSES	\$ (193,032)	\$ (451,883)	\$ (2,949,918)	\$ (2,889,838)	\$ (60,080)	\$ (5,765,757)
CAPITAL IMPROVEMENTS	\$ 432,134	\$ 2,173,271	\$ 2,738,480	\$ 12,166,945	\$ 9,428,465	\$ 25,210,359
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,536,895
Bond Principal	(186,667)	(186,667)	(1,112,917)	(1,112,917)	-	(2,232,917)
Lease Principal	(4,292)	(4,292)	(25,590)	(25,590)	-	(50,590)
Operating Reserve Fund	-	-	(159,490)	(154,989)	4,501	(154,989)
Emergency Reserve Fund	-	-	(65,000)	(65,000)	-	(65,000)
Transfer to Repair and Replacement Fund	(312,750)	(312,750)	(1,917,417)	(1,917,417)	-	(3,793,914)
Incoming to Repair and Replacement Fund	312,750	312,750	1,876,497	1,876,497	-	3,752,994
TOTAL OTHER SOURCES (USES)	\$ (190,959)	\$ (190,959)	\$ (1,403,917)	\$ (1,399,416)	\$ 4,501	\$ 17,992,479
NET CASH BASIS SOURCES (USES)	\$ (816,125)	\$ (2,816,113)	\$ (7,092,315)	\$ (16,456,199)	\$ 9,363,884	\$ (12,983,638)

**San Jacinto River Authority - GRP Operating and Repair/Replacement
Actual to Budget Comparison
For the Six Months Ending February 28, 2026**

GW Pumpage Rate \$2.51/1,000 gallons
Surface Water Rate \$3.10/1,000 gallons

	February		YTD		Variance	Annual Budget
	Actual	Budget	Actual	Budget		
OPERATING REVENUES*	\$ 3,684,008	\$ 3,828,871	\$ 33,176,004	\$ 31,693,411	\$ 1,482,593	\$ 69,072,211
OTHER REVENUES**	\$ 244,552	\$ 25,335	\$ 1,946,130	\$ 152,070	\$ 1,794,060	\$ 304,140
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 409,954	\$ 408,615	\$ 2,656,470	\$ 2,652,742	(3,728)	\$ 5,305,488
Professional Fees	51,122	214,923	315,444	1,293,325	977,881	2,580,375
Purchased & Contracted Services	17,384	26,481	132,729	182,269	49,540	380,481
Supplies, Materials & Utilities	624,508	1,371,807	8,967,757	10,038,027	1,070,270	18,598,495
Rentals	-	333	522	2,000	1,478	4,000
Maintenance, Repairs & Parts	102,702	155,295	727,064	932,140	205,076	1,864,280
General & Administrative Expenses	33,643	47,466	168,099	284,852	116,753	569,817
TOTAL OPERATING EXPENSES	\$ 1,239,313	\$ 2,224,920	\$ 12,968,085	\$ 15,385,355	\$ 2,417,270	\$ 29,302,935
NON-OPERATING EXPENSES	\$ 1,167,677	\$ 1,203,056	\$ 7,611,099	\$ 7,558,117	\$ (52,982)	\$ 14,775,072
TOTAL EXPENSES	\$ 2,406,990	\$ 3,427,976	\$ 20,579,184	\$ 22,943,472	\$ 2,364,288	\$ 44,078,008
NET REVENUES OVER EXPENSES	\$ 1,521,570	\$ 426,230	\$ 14,542,950	\$ 8,902,009	\$ 5,640,941	\$ 25,298,343
CAPITAL IMPROVEMENTS	\$ 207,459	\$ 220,079	\$ 378,653	\$ 1,700,939	\$ 1,322,286	\$ 3,121,939
OTHER SOURCES (USES)*						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	-	\$ 6,762,000
Bond Principal	(1,489,167)	(1,489,167)	(27,287,917)	(27,287,917)	-	(36,222,917)
General Fund	-	-	18,746,970	18,746,970	-	18,666,499
Debt Service Reserve	-	-	(1,302,167)	(1,302,167)	-	(1,302,167)
Transfer to Repair and Replacement Fund	-	-	(930,820)	(930,820)	-	(4,330,820)
Incoming to Repair and Replacement Fund	-	-	860,000	860,000	-	4,260,000
Accounts Receivable-Uncollected***	(984,109)	-	(24,662)	-	(24,662)	-
TOTAL OTHER SOURCES (USES)	\$ (2,473,275)	\$ (1,489,167)	\$ (9,938,596)	\$ (9,913,934)	\$ (24,662)	\$ (12,167,405)
NET CASH BASIS SOURCES (USES)	\$ (1,159,164)	\$ (1,283,015)	\$ 4,225,701	\$ (2,712,864)	\$ 6,938,564	\$ 10,009,000

* Revenues include actual billings including short-pays and failure to pays.

** Includes interest & penalty on Past Due Accounts Receivable.

*** Total Past Due Receivables 60+ days at 2/28/2026

San Jacinto River Authority - Woodlands Summary
Actual to Budget Comparison
For the Six Months Ending February 28, 2026

Water Rate: \$2.73/1,000 gallons
Wastewater Rate: \$5.65/1,000 gallons
GRP Blended Rate: \$2.92/1,000 gallons

	February		YTD		Annual Budget
	Actual	Budget	Actual	Budget	
OPERATING REVENUES	\$ 2,706,529	\$ 2,937,049	\$ 22,514,436	\$ 22,851,180	\$ 50,121,547
OTHER REVENUES	\$ (1,968,629)	\$ 47,623	\$ (646,056)	\$ 285,850	\$ (931,906)
OPERATING EXPENSES	\$ 656,529	\$ 731,854	\$ 4,307,621	\$ 4,751,270	\$ 9,502,546
Salaries, Wages, & Employee Benefits	84,290	54,449	554,750	326,800	650,625
Professional Fees	898,963	842,912	8,437,454	7,823,186	17,781,275
Purchased & Contracted Services	476,952	472,278	2,729,297	3,150,268	6,570,895
Supplies, Materials & Utilities	-	1,000	10,958	6,000	12,000
Rentals	203,232	707,230	864,171	4,245,075	8,490,150
Maintenance, Repairs & Parts	65,674	75,055	430,544	487,372	974,744
General & Administrative Expenses	\$ 2,385,640	\$ 2,884,778	\$ 17,334,795	\$ 20,789,971	\$ 43,982,234
TOTAL OPERATING EXPENSES	\$ 101,485	\$ 101,485	\$ 619,727	\$ 619,727	\$ 1,228,598
NON-OPERATING EXPENSES	\$ 2,487,125	\$ 2,986,263	\$ 17,954,522	\$ 21,409,698	\$ 45,210,832
TOTAL EXPENSES	\$ (1,749,225)	\$ (1,591)	\$ 3,913,858	\$ 1,727,332	\$ 5,482,415
NET REVENUES OVER EXPENSES	\$ 614,874	\$ 3,295,898	\$ 1,421,118	\$ 8,478,805	\$ 40,066,058
CAPITAL IMPROVEMENTS					
OTHER SOURCES (USES)					
Cash Balance Forward	(347,500)	(347,500)	(1,378,750)	(1,378,750)	\$ 37,681,961
Bond Principal	(790)	(790)	(4,710)	(4,710)	(4,158,750)
Lease Principal	(450,000)	(450,000)	(2,861,060)	(2,861,060)	(9,487)
Transfer to Repair and Replacement Fund	450,000	450,000	2,800,000	2,800,000	(6,061,060)
Incoming to Repair and Replacement Fund	(348,290)	(348,290)	(1,444,520)	(1,444,520)	6,000,000
TOTAL OTHER SOURCES (USES)	\$ (2,712,389)	\$ (3,645,779)	\$ 1,048,220	\$ (8,195,993)	\$ 33,452,664
NET CASH BASIS SOURCES (USES)	\$ (2,107,515)	\$ (3,350,281)	\$ 2,096,362	\$ 7,282,812	\$ (1,130,979)

San Jacinto River Authority - Flood Management
Actual to Budget Comparison
For the Six Months Ending February 28, 2026

	February		YTD		Annual Budget	
	Actual	Budget	Actual	Budget		Variance
OPERATING REVENUES	\$ -	\$ 66,911	\$ 320,000	\$ 401,625	\$ (81,625)	\$ 803,250
OTHER REVENUES	\$ 3,321	\$ 64,953	\$ 26,352	\$ 389,875	\$ (363,523)	\$ 779,750
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 43,875	\$ 52,026	\$ 307,476	\$ 337,774	\$ 30,298	\$ 675,548
Professional Fees	107,409	115,704	110,162	694,500	584,338	1,389,000
Purchased & Contracted Services	11	4,671	247	28,037	27,790	56,075
Supplies, Materials & Utilities	2,651	5,268	13,641	34,622	20,981	66,244
Rentals	-	-	-	-	-	-
Maintenance, Repairs & Parts	-	1,250	2,141	7,500	5,359	15,000
General & Administrative Expenses	6,222	9,913	31,999	59,489	27,490	119,001
TOTAL OPERATING EXPENSES	\$ 160,168	\$ 188,832	\$ 465,666	\$ 1,161,922	\$ 696,256	\$ 2,320,867
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 160,168	\$ 188,832	\$ 465,666	\$ 1,161,922	\$ 696,256	\$ 2,320,867
NET REVENUES OVER EXPENSES	\$ (156,847)	\$ (56,968)	\$ (119,314)	\$ (370,422)	\$ 251,108	\$ (737,867)
CAPITAL IMPROVEMENTS	\$ -	\$ 41,234	\$ 137,200	\$ 250,940	\$ 113,740	\$ 498,440
OTHER SOURCES (USES)						
Cash Carry Forward-Partner Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET CASH BASIS SOURCES (USES)	\$ (156,847)	\$ (98,202)	\$ (256,514)	\$ (621,362)	\$ 364,848	\$ (1,236,307)

San Jacinto River Authority - General and Administration Operating and Repair/Replacement

Actual to Budget Comparison

For the Six Months Ending February 28, 2026

	February		YTD Budget	YTD Budget	Variance	Annual Budget
	Actual	Budget				
OPERATING REVENUES	\$ 35	\$ -	\$ 70	\$ -	\$ 70	\$ -
OTHER REVENUES	\$ 67,436	\$ 13,345	\$ 416,873	\$ 80,103	\$ 336,770	\$ 160,206
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 95,601	\$ 108,810	\$ 659,619	\$ 705,183	\$ 45,564	\$ 1,410,373
Professional Fees	31,680	39,373	116,178	236,335	120,157	472,670
Purchased & Contracted Services	10,463	12,909	60,416	77,487	17,071	154,975
Supplies, Materials & Utilities	79,289	126,463	325,324	759,084	433,760	1,518,168
Rentals	2,920	3,305	17,947	19,840	1,893	39,680
Maintenance, Repairs & Parts	5,512	48,847	124,663	293,200	168,537	586,400
General & Administrative Expenses	(228,351)	(287,379)	(1,280,848)	(1,793,171)	(512,323)	(3,598,613)
TOTAL OPERATING EXPENSES	\$ (2,886)	\$ 52,328	\$ 23,299	\$ 297,958	\$ 274,659	\$ 583,653
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ (2,886)	\$ 52,328	\$ 23,299	\$ 297,958	\$ 274,659	\$ 583,653
NET REVENUES OVER EXPENSES	\$ 70,357	\$ (38,983)	\$ 393,644	\$ (217,855)	\$ 611,499	\$ (423,446)
CAPITAL IMPROVEMENTS	\$ 46,076	\$ 53,215	\$ 375,096	\$ 884,430	\$ 509,334	\$ 1,203,851
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,705,651
Operating Reserve Fund	-	-	(24,242)	(24,242)	-	(24,242)
Emergency Reserve Fund	-	-	(180,000)	(180,000)	-	(180,000)
Transfer to Repair and Replacement Fund	-	-	(803,000)	(803,000)	-	(803,000)
Incoming to Repair and Replacement Fund	-	-	978,000	978,000	-	978,000
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ (29,242)	\$ (29,242)	\$ -	\$ 2,676,409
NET CASH BASIS SOURCES (USES)	\$ 24,281	\$ (92,198)	\$ (10,694)	\$ (1,131,527)	\$ 1,120,833	\$ 1,049,111

San Jacinto River Authority - Bear Branch
Actual to Budget Comparison
For the Six Months Ending February 28, 2026

	February		Actual	YTD		Annual Budget
	Actual	Budget		Budget	Variance	
OPERATING REVENUES	\$ -	\$ -	\$ 760,728	\$ 760,728	\$ -	\$ 760,728
OTHER REVENUES	\$ 6,532	\$ 66,390	\$ 42,382	\$ 398,450	\$ (356,068)	\$ 796,900
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	\$ 16,285	\$ 15,020	\$ 103,725	\$ 97,535	\$ (6,190)	\$ 195,070
Professional Fees	1,635	4,498	16,841	27,000	10,159	54,000
Purchased & Contracted Services	-	483	-	14,746	14,746	29,493
Supplies, Materials & Utilities	216	471	1,356	2,825	1,469	5,650
Rentals	-	417	-	2,500	2,500	5,000
Maintenance, Repairs & Parts	444	19,784	65,538	118,750	53,212	237,500
General & Administrative Expenses	1,858	4,067	18,582	26,336	7,754	52,671
TOTAL OPERATING EXPENSES	\$ 20,438	\$ 44,740	\$ 206,042	\$ 289,692	\$ 83,650	\$ 579,385
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 20,438	\$ 44,740	\$ 206,042	\$ 289,692	\$ 83,650	\$ 579,385
NET REVENUES OVER EXPENSES	\$ (13,906)	\$ 21,650	\$ 597,068	\$ 869,486	\$ (272,418)	\$ 978,243
CAPITAL IMPROVEMENTS	\$ 38,573	\$ 101,143	\$ 61,312	\$ 607,000	\$ 545,688	\$ 1,214,000
OTHER SOURCES (USES)						
Cash Balance Forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077,279
Operating Reserve Fund	-	-	-	-	-	-
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077,279
NET CASH BASIS SOURCES (USES)	\$ (52,479)	\$ (79,493)	\$ 535,756	\$ 262,486	\$ 273,270	\$ 841,522

San Jacinto River Authority - Region H
Actual to Budget Comparison
For the Six Months Ending February 28, 2026

	February		Actual	YTD		Annual Budget
	Actual	Budget		Budget	Variance	
OPERATING REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REVENUES	\$ (46,940)	\$ 44,371	\$ (44,388)	\$ 266,011	\$ (310,399)	\$ 532,022
OPERATING EXPENSES						
Salaries, Wages, & Employee Benefits	-	-	-	-	-	-
Professional Fees	-	43,843	(127,162)	263,161	390,323	526,322
Purchased & Contracted Services	-	508	1,447	3,050	1,603	6,100
Supplies, Materials & Utilities	-	8	22	50	28	100
Rentals	-	-	-	-	-	-
Maintenance, Repairs & Parts	-	-	-	-	-	-
General & Administrative Expenses	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	\$ -	\$ 44,359	\$ (125,693)	\$ 266,261	\$ 391,954	\$ 532,522
NON-OPERATING EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 44,359	\$ (125,693)	\$ 266,261	\$ 391,954	\$ 532,522
NET REVENUES OVER EXPENSES	\$ (46,940)	\$ 12	\$ 81,305	\$ (250)	\$ 81,555	\$ (500)
CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER SOURCES (USES)						
Cash Balance Forward	-	-	-	-	-	500
TOTAL OTHER SOURCES (USES)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
NET CASH BASIS SOURCES (USES)	\$ (46,940)	\$ 12	\$ 81,305	\$ (250)	\$ 81,555	\$ -

Item No.	Agenda Item	Date
6.3	Consider authorizing the General Manager to execute a service provider agreement with Humana Insurance Company for employee health benefits for the San Jacinto River Authority's Dental Plan.	04/23/2026

BACKGROUND INFORMATION

In early March, SJRA partnered with its contracted broker, HUB International, to develop and issue a comprehensive Request for Proposals (RFP) for employee health benefits. This effort was undertaken to ensure a competitive, transparent process that would identify providers best aligned with SJRA's needs, employee expectations, and long-term cost management goals.

The RFP solicited proposals for a full suite of benefits, including medical, dental, and vision coverage, as well as basic life and accidental death and dismemberment (AD&D) insurance, voluntary life insurance, and long-term disability. Proposals were evaluated based on a combination of factors, including cost competitiveness, plan design flexibility, administrative capabilities, claims processing, communications, and overall value to both SJRA and its employees.

Through this process, SJRA aims to secure quality, sustainable benefit offerings that support employee well-being while maintaining fiscal responsibility. The resulting agreement is expected to have a term of two years, providing stability in coverage and pricing, while allowing for periodic review and adjustments as needed to respond to market conditions and organizational priorities.

Staff recommends approval of this 2-year rate guaranteed contract with Humana Insurance Company at a 13.11% reduction in premium, which is paid by the employee.

FUNDING SOURCE: General Fund

ATTACHMENTS: Coversheet

RECOMMENDED ACTION

Authorize the General Manager to execute a service provider agreement for employee health benefits with Humana Insurance Company for the San Jacinto River Authority's Dental Plan.

Item No.	Agenda Item	Date
6.4	Consider authorizing the General Manager to execute a service provider agreement with Life Insurance Company of North America (LINA) for employee health benefits related to Basic Life and AD&D insurance, Voluntary Life AD&D insurance, and Long-Term Disability insurance for the San Jacinto River Authority.	04/23/2026

BACKGROUND INFORMATION

In early March, SJRA partnered with its contracted broker, HUB International, to develop and issue a comprehensive Request for Proposals (RFP) for employee health benefits. This effort was undertaken to ensure a competitive, transparent process that would identify providers best aligned with SJRA’s needs, employee expectations, and long-term cost management goals.

The RFP solicited proposals for a full suite of benefits, including medical, dental, and vision coverage, as well as basic life and accidental death and dismemberment (AD&D) insurance, voluntary life insurance AD&D insurance, and long-term disability. Proposals were evaluated based on a combination of factors, including cost competitiveness, plan design flexibility, administrative capabilities, claims processing, communications, and overall value to both SJRA and its employees.

Through this process, SJRA aims to secure quality, sustainable benefit offerings that support employee well-being while maintaining fiscal responsibility. The resulting agreement expected to have a term of three years, providing stability in coverage and pricing, while allowing for periodic review and adjustments as needed to respond to market conditions and organizational priorities.

Staff recommends a 3-year rate guaranteed contract with Life Insurance Company of North America (LINA) for the following:

- Basic Life AD&D at a 28% reduction in premium with no age reduction plan;
- Voluntary Life AD&D with no change in rates (paid by the employee); and
- Long-Term Disability at a 14.2% reduction in premium.

FUNDING SOURCE: General Fund

ATTACHMENTS: Coversheet

RECOMMENDED ACTION

Authorize the General Manager to execute a service provider agreement with Life Insurance Company of North America (LINA) for employee health benefits related to Basic Life and AD&D insurance, Voluntary Life AD&D insurance, and Long-Term Disability insurance for the San Jacinto River Authority.

Item No.	Agenda Item	Date
6.5	Consider authorizing the General Manager to execute a service provider agreement with Block Vision of Texas, Inc., dba Superior Vision of Texas, for employee health benefits for the San Jacinto River Authority's Vision Plan.	04/23/2026

BACKGROUND INFORMATION

In early March, SJRA partnered with its contracted broker, HUB International, to develop and issue a comprehensive Request for Proposals (RFP) for employee health benefits. This effort was undertaken to ensure a competitive, transparent process that would identify providers best aligned with SJRA’s needs, employee expectations, and long-term cost management goals.

The RFP solicited proposals for a full suite of benefits, including medical, dental, and vision coverage, as well as basic life and accidental death and dismemberment (AD&D) insurance, voluntary life insurance, and long-term disability. Proposals were evaluated based on a combination of factors, including cost competitiveness, plan design flexibility, administrative capabilities, claims processing, communications, and overall value to both SJRA and its employees.

Through this process, SJRA aims to secure quality, sustainable benefits offerings that support employee well-being while maintaining fiscal responsibility. The resulting agreement is expected to have a term of four years, which will provide stability in coverage and pricing, while allowing for periodic review and adjustments as needed to respond to market conditions and organizational priorities.

Staff recommends approval of a 4-year rate guaranteed contract with Block Vision of Texas, Inc., dba Superior Vision of Texas (current vendor), at a 19.6% increase in premium, which is paid by the employee.

FUNDING SOURCE: General Fund

ATTACHMENTS: Coversheet

RECOMMENDED ACTION

Authorize the General Manager to execute a service provider agreement for employee health benefits with Block Vision of Texas, Inc., dba Superior Vision of Texas, for the San Jacinto River Authority's Vision Plan.

Item No.	Agenda Item	Date
6.6	Consider authorizing the General Manager to execute a contract renewal with National Works, Inc., related to municipal services (coatings and lining services for sanitary sewer manholes, lift stations, wet wells, and treatment basins) for the Woodlands Division.	04/23/2026

BACKGROUND INFORMATION

Firm Name: National Works, Inc.

Type of Agreement: General Services Agreement

Service: Municipal Services

Contract Number: 25-0031

Contract Amount: First year term: \$99,135
 Second year term: \$90,000
 Total contract amount: \$189,135

National Works, Inc. provides manhole rehabilitation and protective coating services, specializing in calcium aluminate coatings. These coatings are highly resistant to hydrogen sulfide, the primary compound responsible for concrete deterioration and the eventual failure of manholes and other concrete structures. SJRA has standardized the use of calcium aluminate coatings for manhole rehabilitation projects to improve long-term durability and asset protection. National Works also provides a 10-year warranty on all coating applications.

This contract is for a not-to-exceed amount of \$90,000, for the second year term beginning May 7, 2026, through May 6, 2027, and the option to renew for an additional one-year term.

FUNDING SOURCE: Woodlands Budget

ATTACHMENTS: Contract

RECOMMENDED ACTION

Authorize the General Manager to execute a second year term contract renewal with National Works, Inc., in the not-to-exceed amount of \$90,000, related to municipal services (coatings and lining services for sanitary sewer manholes, lift stations, wet wells, and treatment basins) for the Woodlands Division. Sufficient funds were budgeted and are available in Fiscal Year 2026 for this purpose.



March 31, 2026

National Works, Inc.
PO Box 310909
New Braunfels, Texas 78131-0909
John Lande, Chief Operating Officer
via email: jlande@nationalworks.com

Re: Contract 25-0031 Coating and Linings Services

Dear John,

The above referenced contract was originally executed by both parties with an effective date of May 7, 2025, for one (1) year with two (2) annual renewals thereafter. It is the intent of SJRA to renew for the second-year term, with one (1) renewal term remaining:

First Year Contract Period: May 7, 2025 – May 6, 2026

Second Year Contract Period: May 7, 2026 – May 6, 2027

Third Year Contract Period: May 7, 2027 – May 6, 2028

If your company is in agreement with renewing this contract for the second year, under which the current contract terms and conditions prevail please sign below and return to me via e-mail, Kim Robbins, krobbins@sjra.net

Sincerely,

Kim Robbins

Kim Robbins, Procurement, Senior Buyer

Aubrey Spear, P.E. General Manager

National Works, Inc.

Authorized Signature: *John Lande*

Printed Name: JOHN LANDE Title: CEO

LAKE CONROE DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1111
(F) 936.588.1114

GRP DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1662
(F) 936.588.7182

WOODLANDS DIVISION
P.O. Box 7537
The Woodlands, Texas 77387
(T) 281.367.9511
(F) 281.362.4385

HIGHLANDS DIVISION
P.O. Box 861
Highlands, Texas 77562
(T) 281.843.3300
(F) 281.426.2877



**Procurement Department
1577 Dam Site Road
Conroe, Texas 77304**

**STANDARD FORM OF AGREEMENT
GENERAL SERVICES**

CONTRACT # 25-0031

**Coatings and Linings Services for Sanitary
Sewer Manholes, Lift Stations, Wet Wells
and Treatment Basins**

With

National Works, Inc.

FLOOD MANAGEMENT DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.3111
(F) 936.588.1114

GRP DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1662
(F) 936.588.7182

HIGHLANDS DIVISION
P.O. Box 861
Highlands, Texas 77562
(T) 281.843.3300
(F) 281.426.2877

LAKE CONROE DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1111
(F) 936.588.1114

WOODLANDS DIVISION
2436 Sawdust Road
The Woodlands, Texas 77380
(T) 281.367.9511
(F) 281.362.4385

GENERAL SERVICES AGREEMENT
Contract # 25-0031

Project: Coatings and Linings Services for Sanitary Sewer Manholes, Lift Stations, Wet Wells and Treatment Basins

Project Location: Primarily Various Woodlands Locations primarily and other Divisions as needed.

THE PARTIES

The SJRA: The SAN JACINTO RIVER AUTHORITY

- *Woodlands Division – PO Box 7537, The Woodlands, TX 77387 281-362-4385*
- *Other Divisions, if needed, locations provided at time of need/quote request*

(Contact Person / Phone / e-mail) Kim Robbins, Senior Buyer, krobbins@sjra.net 936-588-7118

and

Contractor: National Works, Inc.

(Address for Written Notice): PO Box 310909, New Braunfels, Texas 78131-0909

(Contact Person / Phone / email): John Lande, Chief Operating Officer, phone: 830-575-2770, Mobile: 830-837-1103, jlande@nationalworks.com

The SJRA and the Contractor may be referred to herein individually as a "Party" and together as the "Parties."

FOR THE MUTUAL PROMISES SET OUT HEREIN THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1
WORK OF THE CONTRACT

1.1 Contractor shall perform the Work and provide the Goods in accordance with the terms of this Agreement and any and all Exhibits attached hereto, and the documents enumerated in Article 7.1 below, all of which documents are incorporated herein (collectively the "Contract Documents"). Contractor shall provide all labor, materials, equipment, services, supervision, tools, facilities, utilities, and other items necessary for the proper and timely performance and completion of the following generally described work (herein the "Work") and supply of the following generally described goods (herein the "Goods"), in strict accordance with the terms of the Contract Documents and as reasonably inferable from the Contract Documents as necessary for such work to be complete and serviceable and such Goods to be fully and finally supplied:

Coatings and Linings Services for Sanitary Sewer Manholes, Lift Stations, Wet Wells and Treatment Basins

1.2 Changes in the Work and changes with respect to the supply of the Goods may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order. A Change Order is a written instrument prepared by SJRA and signed by SJRA and Contractor, stating their agreement upon all of the following: (1) the change in the Work; (2) the amount of the adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any, in the Contract Time. All changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. A field directive or field order, or any other order, direction, instruction, clarification, information or request by SJRA or any of its consultants, or any other representative of SJRA, shall not be recognized as having any effect upon the Contract Price or the Contract Time, unless documented as a Change Order, and Contractor shall not have any claim for adjustment of the Contract Price or the Contract Time as a result thereof, unless Contractor shall, prior to complying therewith and in no event later than five (5) days from the date such directive, order, etc. was given, submit a written claim therefor.

1.3 Contractor shall obtain and pay for all construction permits, licenses and fees (as legally required) for prosecution of the Work and supply of the Goods, except as otherwise provided in the Contract Documents.

**ARTICLE 2
PERIOD OF SERVICE**

2.1 This Contract shall become effective upon execution of this Agreement by SJRA and the Contractor and shall remain in effect for an initial term of one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years unless terminated earlier in writing in accordance herein. Any renewal must be in writing and executed by both the parties. At the sole option of SJRA, the Contract may be further extended as an emergency extension, on a month-to-month basis. The Work to be undertaken and/or the supply of Goods pursuant to this Contract will be required to commence within fourteen (14) days of delivery of a notice to proceed, or issuance of a SJRA Purchase Order. Time is of the essence in this Agreement. The CONTRACTOR shall make all reasonable efforts to complete the Work and the supply of the Goods as expeditiously as possible and to meet the schedule established by both Parties. The Work and the supply of the Goods shall be accomplished per the Scope of Services as identified in the contract documents.

Escalation/De-escalation:

The unit prices of all items purchased under the Agreement are firm for the first annual period of the Contract. If the option to renew for additional one-year term(s) is exercised by SJRA, SJRA may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments only when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which this agreement was executed. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5) % increase per renewal period; however, SJRA reserves the right to limit the unit price increases at any renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

Vendor is required to give a thirty (30) day written notice requesting the increase. Increases will be effective on the start date of the renewal term.

**ARTICLE 3
CONTRACT PRICE**

3.1 The SJRA will pay the Contractor in current funds for the Contractor's completion of the Work and supply of the Goods, in accordance with the Contract Documents, the Contract Price as follows:

- Unit prices for actual quantities of Work performed, based upon the Contractor's Pricing attached hereto as **Exhibit A**, and delivery tickets, field measurements, or other documentation acceptable to SJRA as satisfactory evidence of actual quantities of Work Performed. Unit prices include all Contractor costs, overhead and profit for the Work.

3.2 Contractor shall pay only, and Contractor warrants and represents that the Contract Price includes only, those sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Texas in the performance of this public works contract. SJRA is a political subdivision of the State of Texas and exempt from the payment of state and local sales, use and excise taxes.

3.3 Non-Appropriation: All funds for payment by SJRA under this Agreement are subject to the availability of an annual appropriation for this purpose by SJRA. In the event of non-appropriation of funds by the Board of Directors of SJRA for the services provided under the Agreement, SJRA will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and SJRA shall not be obligated under this Agreement beyond the Non-Appropriation Date.

**ARTICLE 4
PAYMENT PROCEDURES**

4.1 Contractor shall submit no more than one (1) invoice per month, in a form acceptable to SJRA and including supporting documentation requested by SJRA, requesting payment for Work performed in accordance with the requirements of the Contract Documents during the prior month. The SJRA will make payments in compliance with the Texas "prompt payment law" which provides that payments owed by SJRA for goods and services are due no later than 45 days after the goods are received by SJRA, the services are completed, or an invoice for the goods or services is received,

whichever is later, unless there is a bona fide dispute between SJRA and Contractor about the goods delivered or the services performed that causes the payment to be late, or the terms of a federal contract, grant, regulation, or statute prevent SJRA from making a timely payment with federal funds, or the invoice is not mailed to the person to whom it is addressed in strict accordance with any instruction on the purchase order relating to the payment. (Ref Chapter 2251 of Texas Gov. Code).

Unless otherwise requested by SJRA, invoices shall be (a) delivered electronically to ap@sjra.net with a copy to [Construction Manager via email], and (b) rendered separately for each Purchase Order and not cover not more than one Purchase Order. All invoices must be itemized. Invoices must be fully documented as to labor materials, and equipment provided.

Each invoice shall include:

- Contractor's name, address and telephone number
- An invoice date and number
- SJRA Purchase Order number
- Contract number
- Line items total
- Total cost
- Seller's "remit to" address
- Freight or Additional supporting documentation of third-party charges, if applicable
- All Rental Receipts

Each invoice line should include:

- A full description of the material/service ordered
- Quantities ordered, quantities delivered, unit prices per contracted rates and extended prices
- Rental Receipts, if any pertaining to specific job.
- Date(s) of services/delivery
- If the Order has multiple lines, the invoice lines should specify the Order line being charged

Complete and accurate information is required for timely payment. If an invoice contains errors or fails to include the required information, a corrected invoice should be submitted, and payment delays will be incurred. The payment terms commence with performance of Work and/or the delivery of conforming Goods and the receipt of a correct invoice.

ARTICLE 5 CONTRACTOR OBLIGATIONS AND REPRESENTATIONS

5.1 Contractor has examined and carefully studied the Contract Documents and other related data identified in SJRA's request for bids, proposals or quotes for the Work and supply of the Goods.

5.2 Contractor has visited the site of the Work and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work. The contractor has attended any mandatory site visit required by SJRA and had the opportunity to ask any questions of SJRA relevant to Contractor's performance and completion of the Work and supply of the Goods.

5.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work and supply of the Goods.

5.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in Contract Documents or made available to Contractor by SJRA, and (2) reports and drawings of hazardous environmental conditions, if any, at the site of the Work which have been identified in the Contract Documents.

5.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface and subsurface) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

5.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work or supply of the Goods, at Contract Price, within Contract Time, and in accordance with the Contract Documents.

5.7 Contractor is aware of the general nature of any on-going operations and/or work to be performed by the SJRA and others at the site of the Work, and Contractor shall perform the Work and supply of the Goods, in such manner as to minimize any impact on any on-going operations and/or work to be performed by the SJRA and others at the site of the Work, and Contractor shall cooperate with SJRA and others to coordinate the Work with any on-going operations and/or work to be performed by the SJRA and others at the site of the Work.

5.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site of the Work, reports and drawings identified in the Contract Documents or made available to Contractor by SJRA, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

5.9 Contractor has given SJRA written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by SJRA is acceptable to Contractor.

5.10 The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance and furnishing of the Work.

5.11 Contractor hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes:

(a) With respect to providing Services hereunder, Contractor shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, Contractor shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time Contractor submits this signed Agreement to SJRA. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If Contractor certifies that there are no Conflicts of Interest, Contractor shall indicate so by printing name of Contractor's firm and "No Conflicts" on the TEC Form CIQ.

(c) If Contractor is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, Contractor shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time Contractor submits this signed Agreement to SJRA. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. Contractor agrees and acknowledges that this Agreement shall be of no force and effect unless and until Contractor has submitted said form to SJRA, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Contractor hereby verifies that Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Contractor hereby verifies that Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this paragraph shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

(h) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent this Agreement grants to Contractor direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Contractor verifies that neither Contractor, including any wholly owned

subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” in this paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term “critical infrastructure” in this paragraph shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

5.12 Contractor warrants that (1) all materials and equipment furnished under this Agreement will be new and of good quality unless otherwise expressly provided herein; (2) all Work will be performed in a good and workmanlike manner, and free from defects in material and workmanship; and (3) all Work and Goods provided, will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including any substitutions not properly approved and authorized in writing by SJRA, may be considered defective. The Contractor shall promptly correct all Work and Goods provided, rejected by SJRA as failing to conform to the requirements of the Contract Documents. The Contractor shall bear all costs of correcting such rejected Work or rejected Goods, including but not limited to the costs of uncovering the Work, and costs of repairing or replacing other work or Goods, property or improvements of SJRA damaged as a result of Contractor’s defective Work, defective Goods, or Contractor’s correction of its defective Work or defective Goods, and any additional inspections or testing required. In addition to the Contractor’s other obligations including but not limited to any other implied or express warranties under the Contract Documents, the Contractor shall, for a period of one year after completion of the Work, correct all Work and supplied Goods, not conforming to the requirements of the Contract Documents, at Contractor’s sole cost and expense. If the Contractor fails to correct non-conforming Work and supplied Goods, within a reasonable time, SJRA may correct it, and Contractor shall promptly pay SJRA all costs of correction. Nothing contained in this paragraph 5.13 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents or at law or in equity. Establishment of the one-year period for correction of Work and supplied Goods, as described in this paragraph 5.13 relates only to the specific obligation of the Contractor to correct the Work and supplied Goods, and has no relationship to the time within which the obligation to comply with the Contract Documents and any implied warranties may be sought to be enforced, nor to the time within which legal proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work and supplied Goods.

5.13 Contractor shall not subcontract the performance of the entire Work, supply of Goods, or the supervision and direction of the Work without SJRA’s prior written consent. The contractor shall not employ any subcontractor, whether initially or as a substitute, against whom SJRA may have reasonable objection. Contractor shall enter into written agreements with all subcontractors which specifically bind the subcontractors to the applicable terms and conditions of the Contract Documents for the benefit of SJRA. Contractor shall be fully responsible to SJRA for all acts and omissions of its subcontractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such subcontractor or other person or organization any contractual relationship between SJRA and any such subcontractor or other person or organization, nor shall it create any obligation on the part of SJRA to pay or to see to the payment of any moneys due any such subcontractor or other person or organization except as may otherwise be required by applicable law. Contractor shall pay each subcontractor and other persons and organizations performing or furnishing any of the Work their appropriate share of payments made to Contractor not later than ten (10) days after Contractor’s receipt of payment from SJRA. To the extent allowed by Texas law, SJRA shall be deemed to be a third-party beneficiary to each subcontract and may, if SJRA elects, following a termination of the Contractor, require that the subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of SJRA, rather than the Contractor. In the event that SJRA elects to invoke its right under this section, SJRA will provide written notice of such election to the terminated Contractor and the affected subcontractor(s).

5.14 Contractor shall maintain a work force adequate to accomplish the Work within the Contract Time. Contractor agrees to employ only orderly and competent workers, skillful in performance of the Work. Contractor and any subcontractor, and their respective employees, may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or SJRA property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provision of Texas law, Contractor and any subcontractor and their respective employees, may not use or possess any firearms or other weapons while on the job or on SJRA property. If the SJRA or and SJRA Division representative notifies Contractor that any of worker or representative is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas Law or this Agreement, or has possessed or was under the influence of alcohol or drugs on the job, Contractor shall immediately remove such worker or representative, including any officer or owner of Contractor, from performing the Work, and may not employ such worker or representative again on the Work without SJRA’s prior written consent. The contractor shall at all times maintain good discipline and order on SJRA property in all matters pertaining to this Work.

5.15 Contractor agrees to assign and hereby assigns to SJRA any rights it may have to bring antitrust suits against its manufacturers or suppliers for overcharges on materials incorporated in the Work growing out of illegal price fixing agreements. Contractor further agrees to cooperate with SJRA should SJRA wish to prosecute suits against manufacturers or suppliers for illegal price fixing.

5.16 Contractor shall be fully responsible to SJRA for all acts and omissions of the subcontractors, manufacturers, or suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for

Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such subcontractor, manufacturer, or supplier or other person or organization any contractual relationship between SJRA and any such subcontractor, supplier, manufacturer or other person or organization, nor shall it create any obligation on the part of SJRA to pay or to see to the payment of any moneys due any such subcontractor, manufacturer or supplier or other person or organization except as may otherwise be required by laws and regulations.

5.17 Contractor shall be solely responsible for efficiently scheduling and coordinating the Work of subcontractors, manufacturers, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor in order to avoid any delays or inefficiencies in the prosecution of the Work. Contractor shall require all subcontractors, manufacturers, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the designated SJRA Division representative through Contractor.

5.19 Contractor shall pay each subcontractor, manufacturer and supplier their appropriate share of payments made to Contractor not later than ten (10) Calendar Days from Contractor's receipt of payment from SJRA. To the extent allowed by Texas law, SJRA shall be deemed to be a third party beneficiary to each subcontract and may, if SJRA elects, following a termination of the Contractor, require that the subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of SJRA, rather than the Contractor; however, if SJRA requires any such performance by a subcontractor for SJRA's direct benefit, then SJRA shall be bound and obligated to pay such subcontractor the reasonable value for all Work performed by subcontractor to the date of termination of the Contractor, less payments to Contractor for such subcontractor's work, and for all Work performed by subcontractor thereafter. In the event that SJRA elects to invoke its right under this section. SJRA will provide written notice of such election to the terminated Contractor and the affected subcontractor(s).

5.20 Contractor shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized directly or indirectly, in the performance of the Work or the formulation of any of the exhibits hereto. SJRA reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event Contractor shall, to the extent provided in this subsection, indemnify and save harmless SJRA from all costs and expenses of such defense as well as satisfaction of all judgments entered against SJRA. SJRA shall have the right to stop the Work and /or terminate this Agreement at any time in the event SJRA discovers that Contractor's work methodology includes the use of any infringing design, device, material or process.

ARTICLE 6 INDEMNIFICATION; MISCELLANEOUS PROVISIONS

6.1 Indemnification.

6.1.1 To the fullest extent permitted by laws and regulations, Contractor shall defend, indemnify and hold harmless the SJRA and its officers, directors, employees, agents, consultants, and other contractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work or the supply of the Goods, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work or the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by Contractor, any subcontractor, or any supplier to perform any of the Work or supply any of the Goods, or anyone for whose acts Contractor, any subcontractor, or any supplier may be liable, AND EVEN IF ANY SUCH CLAIM, COST, LOSS OR DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACT OR OMISSION OF SJRA.

6.1.2 In any and all claims against the SJRA or any of its officers, directors, employees, agents, consultants, or other contractors by any employee (or the survivor or personal representative of such employee) of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by Contractor, any subcontractor, or any supplier to perform any of the Work or to supply any of the Goods, or anyone for whose acts Contractor, any subcontractor, or any supplier may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.1.3 Contractor's obligations under this Agreement to defend, indemnify and hold harmless SJRA shall not be limited in any way by any insurance required of Contractor by this Agreement or otherwise provided or maintained by Contractor. Any insurance obligations of Contractor under this Agreement are independent from Contractor's obligations under this Agreement to defend, indemnify and hold harmless SJRA.

6.2 **Assignment of Contract.** No assignment of any rights under or interests in this Agreement will be binding on another Party hereto without the written consent of the Party sought to be bound, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3 **Successors and Assigns.** The SJRA and Contractor each binds itself, its partners, successors, permitted assigns, and its legal representatives to the other Party hereto, its partners, successors, permitted assigns, and its legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 **Termination of Contract.** SJRA may terminate this Agreement without cause and for its convenience at any time upon **thirty (30) days'** written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed and goods satisfactorily delivered, prior to the termination date.

6.5 **Dispute Resolution.** This Agreement and any disputes related to it shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict or choice of law principles. Contractor agrees and acknowledges that Contractor's obligations under this Agreement must be performed in whole or in part in Montgomery County, Texas, and venue of any and all legal proceedings between SJRA and the Contractor shall lie in Montgomery County, Texas. If Contractor brings any claim against SJRA and Contractor does not prevail with respect to such claim, Contractor shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

6.6 **Independent Contractor.** It is understood and agreed that the relationship of Contractor to SJRA shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of SJRA, or (2) create any partnership, joint venture, or other association between SJRA and Contractor. The contractor shall be solely responsible for all means, methods, techniques and safety measures utilized in performance of the Work and the supply of the Goods.

6.7 **Safety.** Contractor agrees that it shall be solely responsible for the safety of its employees, and Contractor shall be solely responsible for the establishment and enforcement of all safety precautions, programs and practices in connection with the Work as necessary to protect all persons and property from injury, death, loss or damage arising out of or related to the Work and to the supply of the Goods, including but not limited to the erection and maintenance of barricades, installation of warning signage, and institution of other traffic and/or pedestrian control measures, and Contractor shall at all times comply with all health, safety and environmental federal, state and local laws, codes, regulations, ordinances and permits applicable to the Work and to the supply of the Goods, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA) as amended and the regulations thereto, all requirements of the Texas Commission on Environmental Quality, and the Centers for Disease Control and Prevention (CDC).

6.8 **Use of Premises.** Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site of the Work and land and areas identified in and permitted by the Contract Documents, and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the site of the Work with construction equipment or other materials or equipment. During the progress of the Work and on a daily basis, Contractor shall keep the site of the Work free from any accumulations of waste materials, rubbish and other debris resulting from the Work. Contractor shall provide such personnel, waste containers and/or equipment necessary to maintain an orderly, clean and safe work site. Contractor shall keep all streets, access streets, driveways, and areas of public access, walkways, and other designated areas clean and open at all times. Contractor shall remove all waste materials, rubbish and debris from and about the site of the Work at the end of each work day. At the completion of the Work, Contractor shall also remove all tools, appliances, construction equipment and machinery, and surplus materials. Contractor shall leave the site of the Work clean and restore to original condition all property not designated for alteration by the Contact Documents. If the Contractor fails to clean up at the end of each work day or restore the site of the Work at the completion of the Work, SJRA may do so and the cost thereof will be charged against the Contractor and may be offset against any sum otherwise due Contractor.

6.9 **Legal Compliance.** Contractor shall comply with all federal, state and local laws, codes, regulations, ordinances and permits applicable to performance of the Work, including but not limited to all wage and employment laws, and the Immigration Reform and Control Act of 1986, as amended, and Contractor shall maintain and require that its subcontractors maintain any and all licenses required for performance of the Work.

6.10 **Stop Work Notice.** SJRA may issue an immediate Stop Work Notice in the event the Contractor is observed performing Work in a manner that is in violation of federal, state and local laws, codes, regulations, ordinance and permits, or in a manner that is determined by SJRA to be unsafe to either life or property. Upon notification, the Contractor shall cease all Work until notified by SJRA that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by SJRA as a result of the insurance of such Stop Work Notice.

6.11 **Insurance.** Contractor shall obtain and maintain insurance as provided in **Exhibit C** attached hereto and incorporated herein.

6.12 **SJRA's Rights and Remedies.** All rights and remedies of SJRA under the Contract Documents are cumulative and in addition to all other rights and remedies available to SJRA at law or in equity.

6.13 **Warranty.** Contractor shall provide a one (1) year warranty document. This warranty shall obligate the Contractor to provide all equipment, materials, workmanship, and labor at no charge during the Warranty period, and to correct any defect excluding any damage caused by misuse, abuse, vandalism, or acts of God.

6.14 **Shipping Terms of Sale.** SJRA shipping terms of sale is FOB Destination.

6.15 **Removal, Transportation and Return of SJRA's Property, Equipment or Parts.** Contractor is responsible for any damages occurring to SJRA property, equipment or parts while Contractor, or any subcontractor or third party acting on behalf of Contractor, is (i) working on SJRA property, equipment or parts; or (ii) transporting SJRA property, equipment or parts.

**ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS**

7.1 The Contract Documents are comprised of this Agreement and the following exhibits:

- Exhibit A: Contractor's Pricing
- Exhibit B: Administrative Requirements, Technical Specifications, Diversion Pumping, Manufacturer Data Sheet SEWPERCOAT PG/Warranty
- Exhibit C: SJRA Insurance Requirements
- Exhibit D: Contractor's Certificate of Insurance

7.2 The Contract Documents may only be amended, modified, or supplemented in writing agreed to and signed by the Parties.

7.3 The Contract Documents represent the entire and integrated agreement between SJRA and the Contractor and supersede all prior and contemporaneous negotiations, representations, or agreements, either written or oral.

7.4 To the extent there are any conflicts between the terms and provisions of this Agreement and the other Contract Documents, this Agreement shall control.

**ARTICLE 8
SIGNATURES**

8.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, SJRA and Contractor agree that this Agreement may be executed using electronic signatures only at the option and in the sole discretion of SJRA, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of SJRA regarding electronic signatures shall apply. SJRA reserves the right to require an original, hard copy executed Agreement. This Agreement is effective as of the date of signature by the SJRA General Manager or his designee.

CONTRACTOR: National Works, Inc.

By: John Lande
Name: JOHN LANDE
Title: CEO
Date: 5/6/25
Tax Identification Number: 75-2370989

SAN JACINTO RIVER AUTHORITY

By: Aubrey A. Spear
Name: Aubrey Spear
Title: General Manager
Date: 05/07/2025



**EXHIBIT A
CONTRACTOR'S PRICING**

Item No.	Spec. Reference	Description	Unit	Unit Price
Manhole Rehabilitation, using 100% Calcium Aluminate Liner: SEWPERCOAT PG				
1	33 60 01	48-inch Diameter at 1" Average Minimum Finished Thickness, including repairing and reforming manhole benches and inverts, using cementitious material, including all materials, labor, cleaning and preparation, testing, surface restoration, diversion pumping and debris removal, complete in place.	VF	\$ 295.00
2	33 60 01	60-inch Diameter at 1" Average Minimum Finished Thickness, including repairing and reforming manhole benches and inverts, using cementitious material, including all materials, labor, cleaning and preparation, testing, surface restoration, diversion pumping and debris removal, complete in place.	VF	\$ 370.00
3	33 60 01	48-inch Diameter at 2" Average Minimum Finished Thickness, including repairing and reforming manhole benches and inverts, using cementitious material, including all materials, labor, cleaning and preparation, testing, surface restoration, diversion pumping and debris removal, complete in place.	VF	\$ 450.00
4	33 60 01	60-inch Diameter at 2" Average Minimum Finished Thickness, including repairing and reforming manhole benches and inverts, using cementitious material, including all materials, labor, cleaning and preparation, testing, surface restoration, diversion pumping and debris removal, complete in place.	VF	\$ 555.00
5	33 60 01	Additional price for accessing hard to reach manholes in remote locations. Includes transportation of equipment and materials, 75' or more from the road's edge.	DAY	\$ 875.00
6	33 60 01	Defective liner removal for 48" Diameter manholes, including Epoxy, T-lock, cementitious, etc. as needed.	VF	\$ 100.00
7	33 60 01	Defective liner removal for 60" Diameter manholes, including Epoxy, T-lock, cementitious, etc. as needed.	VF	\$ 130.00
8	33 60 01	Install manhole covers, frames, and inserts up to 12" (Owner to provide all materials)	EA	\$ 950.00

CONTRACTOR'S PRICING

Item No.	Spec. Reference	Description	Unit	Unit Price
Basin Rehabilitation Interior Liner- Lift Station Wet wells and Misc Structures (Walls, Floors, Roofs, Beams):				
9	33 60 02	1" Average Minimum Finished Thickness, including all materials and labor, cleaning and preparation, and debris removal, complete in place.	SF	\$ 31.00
10	33 60 02	2" Average Minimum Finished Thickness, including all materials and labor, cleaning and preparation, and debris removal, complete in place.	SF	\$ 45.00
11	33 60 02	Additional price for accessing hard to reach structures in remote locations. Includes transportation of equipment and materials, 75' or more from the road's edge.	DAY	\$ 875.00
12	33 60 02	Defective liner removal for structures, including Epoxy, T-lock, cementitious, etc.as needed.	SF	\$ 15.50
Diversion Pumping:				
13	33 32 00.01	Diversion Pumping, including equipment setup, (2) pumps, suction piping, discharge piping up to 250 LF, maintenance of pumping system, disassembly and removal, 0 - 400 gallons per minute (GPM), complete in place.	DAY	\$ 1,425.00
14	33 32 00.01	Diversion Pumping, including equipment setup, (2) pumps, suction piping, discharge piping up to 250 LF, maintenance of pumping system, disassembly and removal, 401- 800 gallons per minute (GPM), complete in place.	DAY	\$ 1,800.00
15	33 32 00.01	Diversion Pumping, including equipment setup, (2) pumps, suction piping, discharge piping up to 250 LF, maintenance of pumping system, disassembly and removal, 801-1200 gallons per minute (GPM), complete in place.	DAY	\$ 2,215.00
16	33 32 00.01	Diversion Pumping, including equipment setup, (2) pumps, suction piping, discharge piping up to 250 LF, maintenance of pumping system, disassembly and removal, 1201-1600 gallons per minute (GPM), complete in place.	DAY	\$ 2,825.00
17	33 32 00.01	Diversion Pumping, including equipment setup, (2) pumps, suction piping, discharge piping up to 250 LF, maintenance of pumping system, disassembly and removal, 1601 - 2000 gallons per minute (GPM), complete in place.	DAY	\$ 3,240.00

CONTRACTOR'S PRICING

Item No.	Spec. Reference	Description	Unit	Unit Price
18	N/A	Sewer Plug installation, if rental plugs are required for rehabilitation, including standard dead head plugs, flow through plugs, etc. - up to 18" diameter.	DAY	\$150.00
19	N/A	Rental of Sewer Plug and parts for Sewer plug installation for rehabilitation, (including standard dead head plugs, flow through plugs, etc. - 21" diameter and greater). All rental receipts must be included with invoice(s).	EA	Cost + 15% Mark up
20	N/A	Additional Laborers, when <u>more than five (5) men</u> are required to perform a task. (Obtain preapproval from SJRA Project Manager prior to start of job).	HR	\$ 30.00
21	N/A	Dispatch Vector Truck and Crew (vendor owned equipment), 2-man crew, 4 HR MIN	HR	\$ 250.00
22	N/A	Dispatch TV Inspection Truck and Crew (vendor owned equipment), 2-man crew, 4 HR MIN	HR	\$ 250.00
23	N/A	Specialty Equipment Rentals as Necessary for each rental, all rental receipts must be included with invoice(s).	EA	Cost + 15% Mark up
24	N/A	Removal and Replacement of fences for access/debris removal to include trees, limbs and shrubbery. Subject to specifics of the work and preapproval by the SJRA Project Manager.	JOB	\$ 795.00
25	N/A	Emergency Dispatch/Mobilization Charge. Subject to specifics of the work and preapproval by the SJRA Project Manager.	JOB	\$ 795.00
26	N/A	Traffic Control, if required to complete rehabilitation of manholes and lift station wet wells, shall be negotiated and be approved by SJRA prior to start of job. (For more complex jobs).	per Job	As Negotiated

For lines 24 and 25, review complexity of the work with the SJRA Project Manager.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National Works, Inc.
Luling, TX United States

Certificate Number:
2026-1440893

Date Filed:
03/31/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

San Jacinto River Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25-0031
Coating and Lining Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

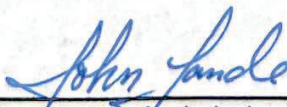
6 UNSWORN DECLARATION

My name is JOHN LANDE and my date of birth is [REDACTED]

My address is 1078 SAN MARCOS HWY, LULING, TX, 78648, USA
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in CROWELL County, State of TEXAS, on the 31 day of MARCH, 20 26.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2026-1440893

Date Filed:
 03/31/2026

Date Acknowledged:
 04/01/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 National Works, Inc.
 Luling, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 San Jacinto River Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 25-0031
 Coating and Lining Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

NATIONAL WORKS, INC.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

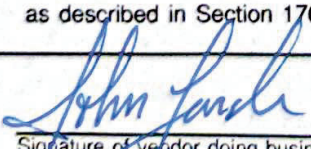
Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

3/31/26
Date

Item No.	Agenda Item	Date
7.1	Consider authorizing the General Manager to terminate financial advisory agreement with Robert W. Baird & Co., Incorporated and execute a financial advisory agreement with Cedar Creek Municipal Advisors, LLC.	04/23/2026

BACKGROUND INFORMATION

In March 2023, SJRA issued an RFQ for Financial Advisory Services. As part of its submission, Robert W. Baird & Co. Incorporated, (“RW Baird”) identified three individuals as the team dedicated to serving SJRA. Following the evaluation, RW Baird was awarded the financial advisory agreement based on the qualifications and expertise of this proposed team. These same three individuals were explicitly named in the executed agreement.

In March 2026, SJRA received formal notice that the three team members assigned to its account would be departing RW Baird to establish a new municipal advisory firm, Cedar Creek Municipal Advisors, LLC (“CCMA”). RW Baird and CCMA jointly provided a signed letter confirming that the transition is amicable and has been coordinated to ensure a smooth and uninterrupted continuation of services. SJRA acknowledges and accepts this transition and intends to proceed with entering into a new agreement with CCMA.

This approach will allow SJRA to maintain continuity of service with the same team whose qualifications, institutional knowledge, and familiarity with SJRA’s needs were key factors in the original selection.

FUNDING SOURCE: TBD

ATTACHMENTS: Financial Advisory Agreement, Letter

RECOMMENDED ACTION

Authorize the General Manager to terminate the financial advisory agreement with Robert W. Baird & Co, Incorporated and execute a financial advisory agreement with Cedar Creek Municipal Advisors, LLC.

MEMORANDUM

PURPOSE:

FROM:

SUBJECT:

DATE:

CC:

BUDGETED:

APPROVED: {DEPT/DIV MANAGER}

Pam J. Steiger

APPROVED: {PROCUREMENT MANAGER}

APPROVED: GENERAL MGR. {REQUIRED IF OVER \$25K}

Vendor: _____

Amount: _____

This is a request for

(list product/service):

The purchase must meet one of the following criteria: (PLEASE CHECK ALL THAT APPLY, USE SECOND PAGE IF NEEDED)

One known source can provide the commodity or service

Unique source (commodity or service is unique or special in nature)

Compatibility (compatibility with existing equipment/systems required)

Sales territories or product availability is limited within geographical boundaries

Limited or proprietary systems (additional licenses, updates, specialized replacement parts, etc)

Personal or professional services with specialized knowledge, expertise, skill, or education

Security/Surveillance (components/systems to prevent terrorists, criminal acts/incidents or acts of war)

Other

Please provide business justification below:



March 27, 2026

San Jacinto River Authority
1577 Dam Site Road
Conroe, TX 77304

To Whom It May Concern:

We are writing to inform you that the Special Districts Team at Baird will be departing the firm to establish its own municipal advisory firm, Cedar Creek Municipal Advisors, LLC ("CCMA"). This transition is amicable and coordinated with Baird to ensure a smooth and uninterrupted continuation of services to our shared special district clients.

As part of this transition, we respectfully request that—beginning April 6, 2026, the first official day of CCMA—special district boards that currently maintain municipal advisory contracts with Baird place on their upcoming agendas an item to: (1) terminate Baird as municipal advisor, and (2) consider approval of a new municipal advisory contract with CCMA.

If Baird's engagement is terminated by the special district board and the district engages CCMA, Baird has agreed to waive its 30-day termination requirement, as outlined in the municipal advisory agreement, and will forego any fees otherwise owed to Baird under the existing contracts as part of this transfer.

We appreciate your cooperation and assistance as we work to make this transition seamless for the districts. Please do not hesitate to contact us with any questions.

Sincerely,

Cedar Creek Municipal Advisors, LLC

Managing Director

Managing Director

Managing Director

Managing Director

Robert W. Baird & Co. Incorporated

Managing Director, Public Finance

Item No.	Agenda Item	Date
7.2	Consider authorizing the General Manager to execute a Professional Services Agreement and Work Order No. 1 with Plummer Associates, Inc., for GRP Membrane Replacement and Optimization for the GRP Division.	04/23/2026

BACKGROUND INFORMATION

Firm Name: Plummer Associates, Inc.
 Project: GRP Membrane Replacement and Optimization
 Type of Agreement: Professional Services Agreement
 (Contract No. 25-0052)

Project Description/Justification:

SJRA's 30-MGD Surface Water Treatment Plant utilizes low-pressure microfiltration membranes to remove particulates, with nine racks totaling 1,368 modules installed in 2015 and nearing the end of their recommended service life. This three-part project will first evaluate the remaining useful life of the membranes, plan their replacement, and assess opportunities to optimize plant performance and unutilized capacity, particularly in pre-treatment and Granular Activated Carbon (GAC) processes. Additional efforts in the next two parts of the project include demonstration testing to refine the membrane cleaning process, evaluate rinse water recycling, and plan backwash and chemical cleaning system improvements. Following Part 1 of the project, subsequent parts will focus on membrane alternatives evaluation, cost analysis, and detailed design.

Work Order Scope:

Work Order 1 includes professional services to estimate the remaining useful life of the membranes and identify feasible unutilized capacity of the pretreatment and GAC processes. This work order involves evaluation of membrane condition, performance, and replacement needs through data review, membrane autopsies, and development of a stress-testing protocol to improve plant performance and efficiency under normal and peak operating conditions.

Key Deliverable(s):	Due Date(s):
Membrane Autopsy Report	June 22, 2026
Draft Technical Memo	July 13, 2026
Final Technical Memo	August 28, 2026

Type of Compensation/Amount: Lump Sum/\$199,971.00

Total Amount: \$199,971.00

Construction Cost: \$14,312,000.00 (Est.)

Anticipated Completion Date: August 31, 2026

FUNDING SOURCE: R&R

ATTACHMENTS: Map, Professional Services Agreement and Work Order No. 1, Scope, Level of Effort, Schedule, Subconsultant Proposals

RECOMMENDED ACTION

Authorize the General Manager to execute a Professional Services Agreement and Work Order No. 1 in an amount not to exceed \$199,971.00 with Plummer Associates, Inc., for GRP Membrane Replacement and Optimization for the GRP Division.

LAKE CONROE

Membrane Building

**Surface Water
Treatment Plant**



Membrane Replacement and Optimization



0 300 600 Feet

SJRA
SAN JACINTO RIVER AUTHORITY



**Procurement Department
1577 Dam Site Road
Conroe, Texas 77304**

**STANDARD FORM OF AGREEMENT
PROFESSIONAL SERVICES**

Contract # 25-0052

GRP Membrane Replacement and Optimization

FLOOD MANAGEMENT DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.3111
(F) 936.588.1114

GRP DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1662
(F) 936.588.7182

HIGHLANDS DIVISION
P.O. Box 861
Highlands, Texas 77562
(T) 281.843.3300
(F) 281.426.2877

LAKE CONROE DIVISION
P.O. Box 329
Conroe, Texas 77305
(T) 936.588.1111
(F) 936.588.1114

WOODLANDS DIVISION
2436 Sawdust Road
The Woodlands, Texas 77380
(T) 281.367.9511
(F) 281.362.4385

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 25-0052**

This Professional Services Agreement (the "Agreement") is made and entered into effective as of the 23rd day of April, 2026, by and between the San Jacinto River Authority, a conservation and reclamation district of the State of Texas, ("SJRA") with general and administration offices located at 1577 Dam Site Road, Conroe, Texas 77304,

and

Plummer Associate, Inc., a corporation organized under the laws of the State of Texas, ("CONSULTANT") with principal offices located at 2925 Briarpark Drive Ste 625, Houston, TX 77042.

SJRA and CONSULTANT are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

The Parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT agrees to perform professional services (the "Services") related to RFQ 25-0052 as are requested from time to time by SJRA, which Services shall be set forth more particularly in separate work orders, the form of which is attached hereto as **Attachment B**, and which may be issued from time to time by SJRA and accepted by CONSULTANT (each, a "Work Order"). Each Work Order shall constitute a separate and independent agreement between CONSULTANT and SJRA, and collectively each Work Order together with this Agreement and its Attachments may be referred to herein as the "Contract Documents".

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. **IN ACCEPTANCE WITH PARAGRAPH 4.1, TIME IS OF THE ESSENCE TO THIS AGREEMENT AND ALL WORK ORDERS.** Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of CONSULTANT, returned to SJRA and countersigned by SJRA. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by SJRA and CONSULTANT.

1.3 All Work Orders incorporate and shall be governed by and subject to the terms, conditions, and other provisions of this Agreement; provided, however, that a Work Order may specifically state a term, condition, or other provision of this Agreement that is being modified thereby. Unless so stated, the terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order shall not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate SJRA to issue, or CONSULTANT to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall be effective from the date first set forth above and shall continue without action by either Party through completion of the Services for all approved Work Order(s) unless terminated earlier in writing in accordance with Article 12.

2.2 Notwithstanding the foregoing Paragraph 2.1, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as Consultant's obligations in connection with the Services under such Work Orders have been completed and fulfilled; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause and SJRA shall have the right to terminate any Work Order for convenience.

2.3 Without limiting the generality of the foregoing Paragraph 2.2, Consultant's obligations under Articles 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 – COMPENSATION AND PAYMENT

3.1 SJRA agrees to pay CONSULTANT, and CONSULTANT agrees to accept, as full and complete compensation for Services properly performed by CONSULTANT in accordance with this Agreement and the applicable Work Order, the rates and charges agreed upon for a specific Work Order. Paragraphs A.1 or A.2 of **Attachment A**, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, CONSULTANT shall submit an invoice to SJRA, together with backup documentation required by SJRA and releases and waivers in forms acceptable to SJRA, covering all Services performed under any Work Order by CONSULTANT and its subconsultants, subcontractors and suppliers during the preceding calendar month. CONSULTANT shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested pursuant to each such Work Order, (iv) the amount previously paid pursuant to each such Work Order, (v) descriptions of Services performed during the prior month pursuant to each such Work Order, and (vi) the total payment requested by such invoice. SJRA shall pay the amount it agrees to be due within forty-five (45) days after receipt of such complete invoice and backup documentation. SJRA shall notify CONSULTANT in writing of a disputed amount in an invoice within twenty-one (21) days of receipt. Such notice shall include a detailed statement of the amount of the invoice which is disputed.

3.3 SJRA shall have the right but not the obligation to withhold or nullify all or part of any payment requested in any invoice to such extent as may be necessary, but in no event greater than 110% of the disputed amount, on account of:

(a) Services that are not in compliance with this Agreement or the applicable Work Order or any failure of CONSULTANT to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens arising out of Services performed for which CONSULTANT is responsible pursuant to this Agreement and asserted or filed against SJRA or any of its property or portion thereof or improvements thereon provided that CONSULTANT fails to provide SJRA with sufficient evidence that CONSULTANT's insurance is adequate or shall cover the claim(s);

(c) uninsured damage to any INDEMNITEE (hereinafter defined) which results from CONSULTANT's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by CONSULTANT or any of its subcontractors, subconsultants, or suppliers which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or

(d) any failure of CONSULTANT to pay any subcontractor, subconsultant, or supplier of CONSULTANT the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. CONSULTANT will not include in its billings to SJRA any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

Any failure by SJRA to exercise its right to withhold all or any part of payment requested in any invoice as provided in this Paragraph 3.3 shall not be and shall not be construed as (i) a waiver of SJRA's right to do so in the future, or (ii) evidence that any of the circumstances identified in Subparagraphs 3.3(a) through (d) above have not occurred. When the above reasons for withholding payment are remedied or no longer exist, CONSULTANT shall resubmit an invoice for the withheld amounts. Payment will be made within thirty (30) calendar days of receipt by SJRA of an approved invoice, subject to Paragraph 3.4 below.

3.4 CONSULTANT agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from SJRA, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by CONSULTANT out of such payment made to CONSULTANT by SJRA. Further, provided that SJRA has paid CONSULTANT in accordance with the terms of this Agreement and any particular Work Order, **CONSULTANT SHALL DEFEND AND INDEMNIFY SJRA FROM AND AGAINST ANY CLAIMS FOR PAYMENT ASSERTED OR FILED BY ANY SUCH PERSON OR ENTITY AGAINST SJRA, ITS PROJECT OR PROPERTY OR CONSULTANT.**

3.5 Non-Appropriation: All funds for payment by SJRA under this Agreement are subject to the availability of an annual appropriation for this purpose by SJRA. In the event of non-appropriation of funds by the Board of Directors of SJRA for the services provided under the Agreement, SJRA will terminate the Agreement, without termination charge or other liability,

on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and SJRA shall not be obligated under this Agreement beyond the Non-Appropriation Date.

ARTICLE 4 – STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; LEGAL COMPLIANCE; THIRD PARTY REVIEW

4.1 CONSULTANT shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineers (collectively, the CONSULTANT's "Standard of Care *or* CONSULTANT shall: (a) perform, supervise and direct the Services, using reasonable skill and attention, in a good, workmanlike and timely manner and in a reasonable and expeditious and economical manner consistent with the interests of SJRA; (b) exercise the degree of care, skill, and diligence in the performance of the Services in accordance with and consistent with the professional skill, care and diligence ordinarily provided by professional consultants of the same discipline practicing in major metropolitan areas under the same or similar circumstances; and (c) utilize reasonable skill, efforts, and judgment in furthering the interests of SJRA (collectively, the CONSULTANT's "Standard of Care").

4.2 Consistent with its Standard of Care, CONSULTANT shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep SJRA apprised of the status of Services, coordinate its activities with SJRA, and accommodate other activities of SJRA at sites that the Services impact. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 As between SJRA and CONSULTANT, the CONSULTANT shall be solely responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers. Construction contractors of SJRA shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all persons, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with SJRA. Without assuming any control over, responsibility for or liability whatsoever with respect to the construction contractor obligations of the foregoing sentence, CONSULTANT shall notify SJRA if it observes violations of safety regulations or ordinances or quality of work deficiencies by SJRA's construction contractors. CONSULTANT shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that CONSULTANT provides to SJRA any estimate of costs associated with construction, any such estimate shall be developed in accordance with CONSULTANT's Standard of Care, but it is recognized by the Parties that neither CONSULTANT nor SJRA has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from SJRA's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by CONSULTANT.

4.5 CONSULTANT hereby agrees that the following terms, conditions, verifications, certifications, and representations apply to and are incorporated into this Agreement for all purposes, and CONSULTANT shall deliver to SJRA signed and notarized verifications prior to commencement of any Services:

(a) With respect to providing Services hereunder, CONSULTANT shall comply with any applicable Equal Employment Opportunity and/or Affirmative Action ordinances, rules, or regulations during the term of this Agreement.

(b) Pursuant to Texas Local Government Code Chapter 176, CONSULTANT shall submit a signed Texas Ethics Commission ("TEC") Conflict of Interest Questionnaire ("CIQ") at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CONSULTANT certifies that there are no Conflicts of Interest, CONSULTANT shall indicate so by writing name of CONSULTANT's firm and "No Conflicts" on the TEC Form CIQ.

(c) If CONSULTANT is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CONSULTANT shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to SJRA at the time CONSULTANT submits this signed Agreement to SJRA. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CONSULTANT agrees and acknowledges that this Agreement shall be of no force and effect unless and until CONSULTANT has submitted said form to SJRA, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

(d) As required by Chapter 2271, Texas Government Code, CONSULTANT hereby verifies that CONSULTANT, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this Paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(e) Pursuant to Chapter 2252, Texas Government Code, CONSULTANT represents and certifies that, at the time of execution of this Agreement, neither CONSULTANT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(f) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, CONSULTANT hereby verifies that CONSULTANT, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" in this Paragraph shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

(g) (g) As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, CONSULTANT hereby verifies that CONSULTANT, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term "discriminate against a firearm entity or trade association" in this Paragraph shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

(h) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature, Regular Session), as amended, and to the extent this Agreement grants to CONSULTANT direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, CONSULTANT verifies that neither CONSULTANT, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, nor any of its sub-contractors are: (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" in this Paragraph means a country designated by the Governor as a threat to critical infrastructure under Section 2274.0103, Texas Government Code. The term "critical infrastructure" in this Paragraph shall have the meaning assigned to such term in Section 2274.0101, Texas Government Code.

4.6 CONSULTANT acknowledges and agrees that projects of SJRA may be subject to review and approval by other third parties. Accordingly, as and when requested by SJRA, CONSULTANT shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 CONSULTANT does not represent Work Product (as defined herein) to be suitable for reuse on any other project or for any other purpose(s). If SJRA reuses any Work Product without CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of SJRA, without liability to CONSULTANT.

ARTICLE 5 – COST RECORDS

5.1 CONSULTANT shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by CONSULTANT under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, CONSULTANT shall maintain records of direct costs for which SJRA is charged. SJRA shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. SJRA's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third party charges only. Except to the extent audit rights are granted to SJRA by applicable law, SJRA shall have no audit rights with respect to the portion of Work Orders or Services compensated on a lump sum basis.

ARTICLE 6 – OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by CONSULTANT, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of SJRA are and shall remain SJRA's property upon creation (collectively, "Work Product"); provided, however, that Work Product shall not include pre-existing proprietary information of CONSULTANT, its subconsultants, subcontractors, and/or suppliers ("CONSULTANT Proprietary Information"). To this end, CONSULTANT agrees to and does hereby assign, grant, transfer, and convey to SJRA, its successors and assigns, CONSULTANT's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. CONSULTANT confirms that SJRA and its successors and assigns shall own CONSULTANT's right, title and interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, CONSULTANT hereby grants SJRA a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties CONSULTANT Proprietary Information in connection with SJRA's exercise of its rights in the Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of SJRA or otherwise in connection with property or projects in which SJRA has an interest (whether by SJRA or a third party). CONSULTANT shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this Paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by CONSULTANT only with respect to the project in connection with which such Work Product was created and is not to be used on any other project. CONSULTANT and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of SJRA's copyright or other reserved rights. CONSULTANT agrees that all Work Product will be maintained according to the provisions of the Public Information Act, Chapter 552, Texas Government Code, and the Local Government Records Act, Chapters 201 through 205, Texas Local Government Code, each as amended. CONSULTANT shall deliver all copies of the Work Product to SJRA upon the earliest to occur of (i) SJRA's request, (ii) completion of Services in connection with which Work Product was created, or (iii) termination of this Agreement. CONSULTANT is entitled to retain copies of Work Product for its permanent project records.

6.2 CONSULTANT agrees that all information provided by SJRA in connection with Services shall be considered and kept confidential ("Confidential Information"), and shall not be reproduced, transmitted, used, or disclosed by CONSULTANT without the prior written consent of SJRA, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

(a) was at the time of receipt by CONSULTANT otherwise known by CONSULTANT by proper means;

(b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to CONSULTANT;

- (c) subsequently is developed independently by CONSULTANT, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of CONSULTANT's being a Party to this Agreement;
- (d) becomes known or available to CONSULTANT from a source other than SJRA and without breach of this Agreement by CONSULTANT or any other impropriety of CONSULTANT;
- (e) enters the public domain without breach of the Agreement by or other impropriety of CONSULTANT;
- (f) becomes available to CONSULTANT by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of SJRA;
- (h) was exchanged between SJRA and CONSULTANT and ten (10) years have subsequently elapsed since such exchange; or
- (i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 CONSULTANT shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as CONSULTANT normally takes to preserve and safeguard its own proprietary or confidential information.

6.4 CONSULTANT will advise SJRA of any patents or proprietary rights and any royalties, licenses, or other charges which CONSULTANT knows or should know in the exercise of its Standard of Care impacts any design provided by CONSULTANT in connection with any Services, and obtain SJRA's prior written approval before proceeding with such Services. CONSULTANT shall not perform patent searches or evaluation of claims, but will assist SJRA in this regard if requested, pursuant to a written change order in accordance with Paragraph 12.1, below. There will be no charge for CONSULTANT's existing patents.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, CONSULTANT shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. CONSULTANT shall not be considered a partner, affiliate, agent, or employee of SJRA and shall in no way have any authority to bind SJRA to any obligation.

ARTICLE 8 – WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with CONSULTANT's Standard of Care or the Contract Documents, SJRA, in its sole discretion, may: (1) direct CONSULTANT to re-perform and CONSULTANT shall re-perform such Services at its own expense, and as expediently or in the manner required for SJRA's needs; or (2) retain such other consultant or consultants as necessary to perform such corrective services, and CONSULTANT agrees to pay SJRA's costs associated with having such other consultant or consultants perform such corrective services, and any other damages incurred by SJRA as a

result of such default. The obligations of CONSULTANT under this Paragraph 8.1 are in addition to other rights and remedies of SJRA available to it pursuant to this Agreement or applicable law.

8.2 CONSULTANT agrees to assign SJRA the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by CONSULTANT hereunder and cooperate and assist SJRA in SJRA's enforcement thereof. CONSULTANT's responsibility with respect thereto is limited to such assignment, cooperation, and assistance.

ARTICLE 9 – INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS SJRA AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (EACH AN "INDEMNITEE" AND COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES, ATTORNEYS' FEES AND TO THE EXTENT ALLOWED BY LAW, EXPERTS' FEES) (COLLECTIVELY, "LOSSES"), INCLUDING WITHOUT LIMITATION THOSE BROUGHT AGAINST OR INCURRED OR SUFFERED BY ANY ONE OR MORE OF THE INDEMNITEES AND THOSE ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE; PROVIDED, HOWEVER, THAT CONSULTANT'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO THE PORTION (IF ANY) OF SUCH LOSSES THAT ARE CAUSED BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE OTHER THAN CONSULTANT OR ITS AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 1(f) OF ATTACHMENT C, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN PARAGRAPH 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN PARAGRAPH 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEYS' FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

ARTICLE 10 – LIMITATION OF LIABILITY

10.1 NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OR ANY OTHER INDIRECT, CONSEQUENTIAL OR

SPECIAL DAMAGES (EXCLUDING FINES AND PENALTIES LEVIED BY A REGULATORY AGENCY), EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF A PARTY, WHETHER ACTIVE OR PASSIVE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

10.2 NOTHING HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY BOARD MEMBER, OFFICER, EMPLOYEE, OR AGENT OF SJRA.

ARTICLE 11 – INSURANCE

11.1 CONSULTANT shall obtain and maintain insurance as provided in **Attachment C**, attached hereto and incorporated herein.

ARTICLE 12 – CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 SJRA may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of CONSULTANT, shall impact CONSULTANT's compensation or schedule, then (a) such changes shall be authorized by written change order issued by SJRA and accepted by CONSULTANT, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 SJRA may for convenience terminate this Agreement, any Work Order issued under this Agreement, or CONSULTANT's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, SJRA shall have the right but not the obligation to assume all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the Services terminated, and SJRA shall pay CONSULTANT, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services provided SJRA has pre-approved such costs. CONSULTANT shall not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, CONSULTANT shall invoice SJRA for all Services performed by CONSULTANT prior to the date of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by SJRA of such invoice and all Work Product.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that SJRA terminates this Agreement or any Work Order for cause, CONSULTANT shall not be entitled to any compensation until final completion of the then ongoing Services and any such entitlement shall be subject to SJRA's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, CONSULTANT is declared in default and/or terminated by SJRA under any Work Order with SJRA, SJRA shall have the right, subject to Paragraph 3.3, to offset and apply any amounts which might be owed to SJRA by CONSULTANT against any earned but unpaid amounts owed to CONSULTANT by SJRA under any Work Order. In the event any Work Order is terminated by SJRA, CONSULTANT shall promptly deliver to SJRA all Work Product with respect to such terminated Work Order.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of CONSULTANT contained herein shall be excused to the extent such delay in performance or non-performance is caused by Force Majeure. “Force Majeure” shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, pandemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the reasonable control of and cannot be reasonably anticipated by or the effects cannot be reasonably alleviated by CONSULTANT and (ii) prevents the performance of Services.

13.2 If CONSULTANT is affected by Force Majeure, CONSULTANT shall promptly provide written notice to SJRA, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five (5) days after CONSULTANT first becomes aware or should have become aware through performance in accordance with the standard of care, that the event of Force Majeure will affect the performance of Services. CONSULTANT shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14 – SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 SJRA and CONSULTANT bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by CONSULTANT or SJRA without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which CONSULTANT has elected to subcontract, CONSULTANT will notify SJRA in writing of the identity of the particular subcontractor, subconsultant or supplier CONSULTANT intends to employ for the performance of such part of the Services and the scope of Services it will perform. SJRA shall have the right within twenty-one (21) calendar days of such written notice to disallow CONSULTANT’s employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by CONSULTANT as a result of such disallowance shall be borne by SJRA. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONSULTANT or any subcontractor, supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable, shall be remedied by CONSULTANT (except to the extent of damage or loss attributable to errors or omissions in the drawings or specifications (unless CONSULTANT had knowledge of the error or omission or using reasonable care should have known of the error and CONSULTANT failed to report same), or to the acts or omissions of SJRA or anyone employed by SJRA, or anyone for whose acts any of them may be liable other than CONSULTANT or its agent, or employee, or subcontractors of any tier).

ARTICLE 15 – SEVERABILITY; NON-WAIVER

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect.

15.2 Failure by SJRA in any instance to insist upon observance or performance by CONSULTANT of any term, condition or obligation of this Agreement shall not be deemed a waiver by SJRA of any such observance or performance. No waiver by SJRA of any term, condition, obligation or breach of this Agreement will be binding upon SJRA unless in writing, and then will be for the particular instance specified in such writing only. Payment of any sum by SJRA to CONSULTANT with knowledge of any breach will not be deemed a waiver of such breach or any other breach.

ARTICLE 16 – LICENSE REQUIREMENTS

16.1 The CONSULTANT and any subconsultant shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 – GOVERNING LAW; VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Venue of all dispute resolution proceedings arising out of, connected with or relating to this Agreement, shall be in Montgomery County, Texas.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which SJRA and CONSULTANT have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of CONSULTANT shall meet with the General Manager of SJRA at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Rules. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall

be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in Montgomery County, Texas. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to Conroe, Texas.

19.2 Any dispute arising out of or relating to this Agreement or any Work Order or any Services not resolved pursuant to Paragraph 19.1, shall be resolved, by litigation in a court of competent jurisdiction.

19.3 Notwithstanding the foregoing, in the event SJRA and any other consultant and/or any contractor are involved in a dispute in connection with a project for which CONSULTANT has provided Services, and SJRA, in its sole discretion, determines that CONSULTANT's participation in any dispute resolution meeting or mediation proceeding between SJRA and any such consultant and/or contractor is necessary to the resolution of such dispute, CONSULTANT agrees to attend and participate at its own cost in any such dispute resolution meeting or mediation proceeding.

19.4 If CONSULTANT brings any claim against SJRA and CONSULTANT does not prevail with respect to such claim, CONSULTANT shall be liable for all attorneys' fees and costs incurred by SJRA as a result of such claim.

ARTICLE 20 – ELECTRONIC SIGNATURES; COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Duplicate copies of duly executed and delivered counterparts of this Agreement shall be deemed to have the same full force and effect as originals and may be relied upon as such. Notwithstanding the foregoing, the Parties agree that this Agreement and any Work Order may be executed using electronic signatures at the option and in the discretion of SJRA, and, in such event, the provisions of the Uniform Electronic Transaction Act, Chapter 332, Texas Business and Commerce Code, as amended, and any applicable policies and procedures of SJRA regarding electronic signatures shall apply.

ARTICLE 21 – CONFIDENTIALITY

21.1 Neither CONSULTANT nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of SJRA, unless such materials have first been reviewed and approved in writing by SJRA. This provision shall not apply to mandatory reports which CONSULTANT or its subconsultants are required by law to file with governmental authorities.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

Plummer Associates, Inc.

By: _____
Name: Todd A. Danielson, P.E., BCEE
Title: Team Leader

Date: _____

ATTEST:

SJRA:

San Jacinto River Authority

By: _____
Aubrey A. Spear, P.E.
General Manager

Date: _____

ATTEST:

ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, SJRA will compensate CONSULTANT on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Standard equipment, communications, technology, or similar hourly expenses that are typically part of CONSULTANT's hourly rates may be included in the Raw Salary Cost for salaried employees and hourly personnel, if approved by SJRA. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

3.25 for professional and non-professional staff working at CONSULTANT or its subcontractor, subconsultant, or vendor offices

N/A for professional and non-professional staff working in the field during construction or at SJRA offices for a minimum period of six (6) consecutive months

N/A for construction inspectors working in the field

(b) EXPENSES

"Billable Expenses" include all costs and expenses directly attributable to performance of the Services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). "Billable Expenses" include: subconsultants; travel expenses to and from locations outside Harris and Montgomery Counties; and copies of all deliverables submitted to SJRA. All local vehicle use outside Harris and Montgomery Counties will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

SJRA will compensate CONSULTANT on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. SJRA may ask CONSULTANT for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times

the appropriate multiplier specified in Paragraph A.1(a) above. CONSULTANT will submit and SJRA will pay monthly invoices based on the mutually agreed upon percentage of the Services completed.

ATTACHMENT B

This Work Order is issued subject to, is governed by, and incorporates by reference that certain Professional Services Agreement, Contract No. 25-0052, between the SJRA and CONSULTANT effective April 23, 2026.

Work Order Date: April 23, 2026

CONSULTANT: Plummer Associates, Inc.

Type of Compensation: Lump Sum

Compensation: \$199,971.00

Location of Services: Montgomery County, Texas

Description of Services: Professional services to estimate GRP membrane module remaining life and identify feasible unutilized capacity

Deliverables: See Attached.

Schedule Requirements:

Commence Services: April 23, 2026

Completion of Services: August 31, 2026

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Aubrey A. Spear, P.E.

Title: General Manager

and

Plummer Associates, Inc.

By: _____

Name: Todd A. Danielson, P.E., BCEE

Title: Team Leader

ATTACHMENT C
SJRA'S INSURANCE REQUIREMENTS OF CONSULTANT

1. General Requirements. CONSULTANT shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and for not less than two years after the completion of any Services, provide and require all subconsultants and subcontractors to provide insurance coverage with companies lawfully authorized to do business in Texas and acceptable to SJRA and with forms of policies acceptable to SJRA, which coverage will protect CONSULTANT from claims set forth below which may arise out of or result from CONSULTANT's Services and operations under this Agreement and any Work Order for which CONSULTANT may be legally liable, whether such Services or operations are by CONSULTANT or a subconsultant or subcontractor of CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than the minimum requirements set forth in this Attachment C. Such insurance is to be provided at the sole cost of CONSULTANT and all subconsultants and subcontractors. The terms "subconsultant" and "subcontractor" for the purposes of this Attachment C shall include subconsultants and subcontractors of any tier.

(a) Kinds of Claims

- (1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to CONSULTANT's Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (ii) by another person;
- (5) claims for damages other than to CONSULTANT's work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) claims involving contractual liability insurance applicable to CONSULTANT's indemnification obligations under this Agreement; and
- (8) claims for errors and omissions in the provision of professional consulting services of the kind rendered by CONSULTANT pursuant to this Agreement.

(b) Policies and Minimum Limits of Liability

PLEASE NOTE: These requirements should provide <u>general guidance only</u> , additional requirements based on project specifics of the contract may be required. Contract amounts over limits will require excess coverage to cover the difference. Combined single limits and excess coverage must equal the Contract Amount (CA).							
Risk Level TIER 2	Coverage	Contract Amount					
		<=\$25k	>\$25k- \$75k	>\$75k- \$1M	>=\$1M- \$2M	>\$2M	
Professional Services Services: Architect, Engineer, Surveyor, Professional Non-AES excluding legal services. Contract Type: > Master Professional Services Agreement (MPSA)(AES)- Across all divisions/3 years > Professional Services Agreement (PSA)(AES)-project specific, multiple phases would be new work orders. > Consulting Agreement (Non- AES) > Engagement Letter	Commercial General Liability (CGL) (Premises/Completed Operations)	Each Occurrence	\$300k	\$500k	\$1M	\$1.5M	= \$2M
		Fire Damage	\$100k	\$250k	\$1M	\$1.5M	= \$2M
		Personal & ADV injury	\$300k	\$500k	\$1M	\$1.5M	= \$2M
		Aggregate	\$600K	\$750k	\$2M	\$3M	= \$4M
		Premises/Operations	\$300k	\$500k	\$1M	\$1.5M	= \$2M
		Products/ Completed Operations	\$300K	\$500k	\$1M	\$1.5M	= \$2M
	Workers Compensation	Per occurrence bodily injury	\$500k	\$500k	\$500k	\$500k	\$500k
		Per Occurrence bodily injury by disease	\$500k	\$500k	\$500k	\$500k	\$500k
		Policy Limit for Bodily Injury Disease	\$500k	\$500k	\$500k	\$500k	\$500k
	Business Auto Liability Owned, Non-Owned, Hired, Injury and Property coverage for all	Bodily Injury	\$300k	\$500k	\$500k	\$1M	\$1M
Property Damage		\$300k	\$500k	\$500k	\$1M	\$1M	
Combined Single Limit		\$600k	\$1M	\$1M	\$2M	= \$2M	
Professional/EO Liability	Professional and Cyber required based on the scope of work	500k	\$1M	\$1M	\$2M	= \$2M	

*Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy other than Professional Liability Insurance; Commercial General Liability Insurance coverage limits shall be on a per-project basis.

- (c) All required insurance shall be maintained with responsible insurance carriers acceptable to SJRA and lawfully authorized to issue insurance of the types and amounts set forth in this Attachment C. Carriers should have a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VIII or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States* or be of sufficient size and financial strength as adjudged by SJRA to meet the financial obligations evidenced in the certificate of insurance.
- (d) All certificates shall be in a form reasonably acceptable to SJRA and each certificate must state to the extent permitted by Texas Insurance Code Chapter 1811 that the policy may not expire or be cancelled, materially modified, or nonrenewed unless the carrier and/or CONSULTANT gives SJRA thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, CONSULTANT shall, prior to such expiration, supply SJRA with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or

replacement policies shall be in form and substance satisfactory to SJRA and written by carriers acceptable to SJRA and meeting the requirements of this Attachment C. CONSULTANT shall or shall cause the applicable carrier or carriers to give written notice to SJRA within thirty (30) days of the date on which total claims by any Party against insurance provided pursuant to this Attachment C reduce the aggregate amount of coverage below the amounts required by this Attachment C. In addition, CONSULTANT shall or shall cause the applicable carrier or carriers to provide SJRA with amendatory riders or endorsements to the Commercial General Liability Insurance policy that specify that the coverage limits apply on a per-project basis.

- (e) With respect to all policies required in this Attachment C, as soon as practicable prior to execution of this Agreement, CONSULTANT shall deposit with SJRA true and correct original certificates thereof, bearing notations or accompanied by other evidence satisfactory to SJRA that the requirements of this Attachment C are being met, and such certificates shall be attached hereto as Attachment D. If requested to do so by SJRA, CONSULTANT shall also furnish the originals or certified copies of the insurance policies for inspection including but not limited to copies of endorsements.
- (f) All policies of insurance and certificates, with the exception of Professional Liability and Workers' Compensation Insurance, shall name the INDEMNITEES as additional insureds. Without limiting the foregoing, CONSULTANT's Commercial General Liability Insurance policy shall name the INDEMNITEES as additional insureds pursuant to ISO Additional Insured Endorsements CG 20-10-10-01 and CG 20-33-10-01 or their combined equivalents. Further, the CONSULTANT shall provide the INDEMNITEES any defense provided by its Commercial General Liability Insurance policy to the fullest extent allowed by law.
- (g) CONSULTANT hereby waives all rights of recovery and damages against the INDEMNITEES to the extent such damages are covered or should have been covered by the insurance obtained or required to be obtained by CONSULTANT under this Agreement. All of CONSULTANT's policies of insurance, with the exception of Professional Liability Insurance, shall include a waiver of subrogation in favor of the INDEMNITEES.
- (h) The Parties intend that the CONSULTANT'S insurance shall be primary and non-contributing with respect to any other insurance maintained by SJRA and all policies of insurance obtained by CONSULTANT shall be endorsed to be primary and non-contributing with respect to any other insurance maintained by SJRA.
- (i) If any policy required to be purchased pursuant to this Attachment C is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention, or similar self-insurance mechanism shall be the sole responsibility of CONSULTANT in the event of any loss and CONSULTANT hereby waives any claim therefor against any INDEMNITEE.
- (j) CONSULTANT shall require and cause its subconsultants and subcontractors to purchase and maintain the insurance policies set forth in Section 1(b) above with limits of liability commensurate with the amount of each subconsulting or subcontract agreement, but in no case less than \$500,000 per occurrence. CONSULTANT shall provide copies of insurance certificates

for all such insurance to SJRA prior to any subconsultant's or subcontractor's performance of any Services.

- (k) If CONSULTANT fails to procure or to maintain in force the insurance required by this Attachment C, SJRA may secure such insurance and the costs thereof shall be borne by CONSULTANT. CONSULTANT shall reimburse SJRA the cost of such insurance plus a ten percent (10%) administrative charge within ten (10) days after billing by SJRA. Any sum remaining unpaid fifteen (15) days after billing by SJRA shall bear interest at the rate of twelve percent (12%) per annum until paid by CONSULTANT. Except to the extent prohibited by Subchapter C of Chapter 151 of the Texas Insurance Code, **CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATIONS, COURT COSTS, COSTS OF DEFENSE, AND ATTORNEYS' FEES), THAT ANY INDEMNITEE MAY INCUR AS A RESULT OF CONSULTANT'S FAILURE TO OBTAIN OR CAUSE TO BE OBTAINED THE SPECIFIC ENDORSEMENTS OR INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT.** Failure of any INDEMNITEE to identify any deficiency in the insurance forms provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance and to cause such insurance to be maintained.
- (l) CONSULTANT's compliance with the provisions of this Attachment C shall not be deemed to constitute a limitation of CONSULTANT's liability with respect to claims covered by insurance provided or required pursuant to this Attachment C or in any way limit, modify, or otherwise affect CONSULTANT's obligation under this Agreement or otherwise. CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES shall not be limited in any way by any insurance required of CONSULTANT by this Agreement or otherwise provided or maintained by CONSULTANT. Any insurance obligations of CONSULTANT under this Agreement are independent from CONSULTANT's obligations under this Agreement to defend, indemnify and/or hold harmless INDEMNITEES. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONSULTANT or any subcontractor, or the failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.
- (m) If requested by SJRA, CONSULTANT shall furnish or shall cause to be furnished any such other insurance or limits as SJRA may reasonably deem necessary for any Work Order or Orders and the cost thereof shall be charged to SJRA by appropriate modification of any such Order(s).

**ATTACHMENT D
CONSULTANT'S CERTIFICATE OF INSURANCE**

[ATTACHED HERETO].

**San Jacinto River Authority
GRP Membrane Replacement & Optimization
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. 25-0052, between the SJRA and CONSULTANT effective April 23, 2026.

Work Order Date: April 23, 2026

CONSULTANT: Plummer Associates, Inc.

Type of Compensation: Lump Sum

Compensation: \$199,971.00

Location of Services: Montgomery County, Texas

Description of Services: Professional services to estimate GRP membrane module remaining life and identify feasible unutilized capacity

Deliverables: See Attached.

Schedule Requirements:

Commence Services: April 23, 2026

Completion of Services: August 31, 2026

Submittal Dates for Each Deliverable: See Attached.

Agreed to by:

SJRA

By: _____

Name: Aubrey A. Spear, P.E.

Title: General Manager

and

Plummer Associates, Inc.

By: _____

Name: Todd A. Danielson, P.E., BCEE

Title: Team Leader

**San Jacinto River Authority
GRP Membrane Replacement & Optimization
Work Order No. 1**

SCOPE OF WORK

General

The Scope of Work under this Agreement includes Work Order No. 1 of a three-part project intended to evaluate and identify potential unutilized capacity within SJRA's 30-MGD Groundwater Reduction Plan (GRP) Surface Water Treatment Plant (SWTP). Work Order No. 1 also includes evaluation of the remaining useful life of the membranes and membrane replacement evaluation. Membrane alternatives evaluation, OPCC and design are planned for subsequent work orders. The purpose of Work Order No. 1 is to enhance plant performance and efficiency during normal and peak operating conditions while planning the execution of the membrane replacement as the membranes approach the end of their useful life.

Work Order No. 1 includes project management, review of existing reports, collection and evaluation of available data, membrane autopsies, performance evaluation, development of a stress-testing protocol and review workshops and a technical memorandum. The Scope of Work for Work Order No. 1 consists of a total of six (6) tasks (tasks 1101 through 1106), as further described below.

**Task 1101 – Project Management
GSWMRO.1101.0020**

1. Conduct one (1) project initiation meeting with SJRA Project Team and other interested parties to discuss Project expectations, communication, reporting, schedule, deliverables and to confirm Project goals. The project initiation meeting will include not only administrative and management topics, but also a discussion of the evaluation approach. The CONSULTANT shall prepare a full meeting agenda/presentation. CONSULTANT shall prepare and distribute meeting minutes and action items to attendees. This meeting will be in person at SJRA's offices. Specific topics to be addressed in the project initiation meeting include but are not limited to:
 - a. Confirming project stakeholders, including but not limited to federal, state, and local governmental agencies, permitting agencies, and affected utilities.
 - b. Reviewing the results of four (4) previous reports (Pilot Study, Capacity Evaluation, Membrane Replacement, Process Water Discharge Optimization).
 - c. Confirming the project scope, deliverables, and schedule.
 - d. Confirming project reporting requirements.
 - e. Confirming the Owner's (SJRA) project expectations and level of quality.
 - f. Discussing potential risks and mitigation measures.
2. Project coordination, management, and communication shall include, but is not limited to, the following items:
 - a. Review and incorporate the policies, procedures, and practices of SJRA.
 - b. Comply with contractual terms and conditions including adherence to budget, schedule, scope, and quality.
 - c. Plan for and assign appropriately qualified and experienced personnel to projects in a timely manner and coordinate their efforts of such personnel to maintain budget, schedule, scope, and quality compliance. Provide the equipment and material resources required for proper project execution.

San Jacinto River Authority
GRP Membrane Replacement & Optimization
Work Order No. 1

- d. Prepare, provide, and maintain an electronic Project schedule using Microsoft Project® for SJRA Project Team approval. Periodically update schedule at all phases of the Project. Schedule shall include critical activity start and/or completion dates as milestones, including monthly progress meetings, design review dates, completion of engineering design studies, and all SJRA Project deliverable due dates, as a minimum. Provide electronic schedule data in format required to support Project's Master Schedule. Schedule will include estimated review time for SJRA and any other applicable third parties for all deliverables.
 - e. Prepare and submit monthly progress/status reports to support monthly billings. Monthly progress/status reports shall include a summary description of tasks completed as of status report date, description of activities planned for next 30 days, financial status of project, status of schedule for project, identification of any technical or other issues which may have an impact to the overall project budget and/or schedule.
 - f. Manage, administer, and coordinate the Work of all sub-consultants (team members). Review and become familiar with all reports, documents, studies, and other information obtained and developed by the Project's sub-consultants and incorporate into the Work. Identify potential impacts to the Work, develop alternatives to eliminate, minimize and/or mitigate those impacts and present those alternatives to SJRA Project Team for consideration. Incorporate the alternative selected by SJRA Project Team into the Work.
 - g. Facilitate document control and document sharing by utilizing the Project Procore® site for distribution and electronic filing of all Project documents.
 - h. Conduct 5 monthly progress meetings between SJRA and CONSULTANT PMs during Work Order No. 1 through remote video conferencing. Objective is to review progress, ask questions and review status of actions and/or requests made over the previous month.
 - i. Schedule and conduct review meetings with stakeholder agencies (TCEQ) to support agency approval and permitting.
3. CONSULTANT shall notify assigned SJRA Project Manager or SJRA Construction Manager in writing that CONSULTANT has expended eighty percent (80%) of the currently approved SJRA Professional Services Agreement and/or Work Order amount within seven (7) calendar days of CONSULTANT reaching this expenditure milestone (80% expenditure milestone). Written notification shall be provided regardless of compensation type (i.e., lump sum, cost-plus multiplier, time-and-materials, etc.). Written notification shall include a statement by CONSULTANT indicating whether remaining amount is adequate to complete current SJRA approved Professional Services Agreement and/or Work Order Scope of Work.

Deliverables:

- a. *Initiation Meeting Agenda*
- b. *Initiation Meeting Minutes*
- c. *Baseline Project Schedule*
- d. *Monthly Progress Reports*
- e. *80% of Contract Budget Notification*

Due Dates:

- 14 Calendar days after NTP*
- 7 Calendar days after Meeting*
- 14 Calendar days after NTP*
- With invoice submittal*
- within 7 Calendar days of reaching 80%*

**San Jacinto River Authority
GRP Membrane Replacement & Optimization
Work Order No. 1**

**Task 1102 – Data Review and Collection
GSWMRO.1102.0020**

1. CONSULTANT will review the reports listed below.
 - a. Pilot Plant Report (HDR, May 2011)
 - b. Capacity Evaluation Report (Ardurra November 2024)
 - c. Membrane Replacement Study Report (Ardurra, November 2024)
 - d. Process Water Discharge Optimization (Plummer, April 2025)

CONSULTANT will summarize capacities that will be used as the basis of evaluation and update the membrane manufacturer’s information, identifying which mechanical and electrical upgrades are required for the previously evaluated manufacturers and identify additional options that should be further evaluated in Work Order No. 2.

2. Site Visit & Data Collection.
 - a. In conjunction with the initiation meeting in Task 1101 (above), CONSULTANT will conduct an all-day site visit at the SWTP to review operations, data collection, and specifics as they relate to the goals of the project. A preliminary data request will be provided a week in advance of the initiation meeting.
 - b. This information will be analyzed and incorporated into tasks 1103 - 1106.

**Task 1103 – Membrane Autopsies
GSWMRO.1103.0020**

1. The autopsy of two microfiltration (MF) modules will be coordinated and scheduled during the site visit associated with Task 1102. SJRA is responsible for boxing and shipping coordination and costs to Kurita (Avista) as well as replacement of modules.
2. The autopsy will incorporate the following:
 - a. A foulant analysis,
 - b. Cleaning evaluations with existing chemicals, and
 - c. Cleaning evaluation with Kurita buffered chemicals.
3. Kurita will prepare an Autopsy Report. CONSULTANT will review the Autopsy Report and provide comments to Kurita. CONSULTANT analysis of the Autopsy Report will be incorporated into Task 1104. The final Autopsy Report will be included as an appendix in the TM 1 – Performance Evaluation and Stress-Testing Plan provided in Task 1106. Note, all deliverable due dates assume Notice To Proceed on 4/23/26, workshops proceed as proposed in the Schedule, and SJRA responds to requests within timeframes specified in the Schedule and/or Scope.

Deliverables:

- a. *Autopsy Report by Kurita*

Due Dates:

6/26/26

San Jacinto River Authority
GRP Membrane Replacement & Optimization
Work Order No. 1

Task 1104 – Performance Evaluation
GSWMRO.1104.0020

With emphasis on the membranes, CONSULTANT will review individual unit operations within the GRP SWTP to evaluate system operation and performance, including:

1. Membrane System Performance and Operations Evaluations:
 - a. This task will provide a comprehensive performance evaluation of the existing microfiltration (MF) Pall membrane system to determine remaining module life, assess hydraulic capacity, and identify opportunities for operational optimization.
 - b. The evaluation will include a detailed review and analysis of at least five historical operating data years (or the full operating history, if available) for all MF trains, including production flow, transmembrane pressure (TMP), permeability, backwash performance, cleaning recovery, integrity test results, and system recovery.
 - c. Emphasis will be placed on development and trending of **temperature-corrected permeability (normalized permeability)** to remove seasonal water temperature variability and isolate true membrane condition over time.
 - d. Integrity testing data will also be evaluated to confirm fiber condition and barrier performance, ensuring that hydraulic performance trends are interpreted in conjunction with verified membrane integrity.
 - e. Stress test results will be integrated with long-term operating data to establish the **maximum sustainable flux for** each train and for the overall system. This analysis will define the relationship between flux, fouling rate, cleaning frequency, and permeability recovery to determine whether additional hydraulic capacity can be realized without materially accelerating membrane degradation.
 - f. The evaluation will assess the effectiveness and efficiency of routine backwashes and cleans by quantifying permeability recovery and long-term permeability decline rates. These metrics will be used to characterize membrane aging and fouling behavior and to identify optimization strategies, such as adjusted flux setpoints, revised cleaning triggers, or modified chemical cleaning protocols.
 - g. Remaining module life will be projected using normalized permeability decline rates rather than destructive autopsy methods. Rather, the autopsy results will be incorporated into this analysis. Permeability trending provides a statistically robust, system-wide, and non-destructive indicator of membrane condition under actual operating stresses, allowing prediction of end-of-life based on hydraulic performance decline and cleaning recovery limitations. In contrast, membrane autopsies provide localized, point-in-time forensic insight on individual modules and do not represent overall train performance or remaining useful life across the system. By using temperature-corrected permeability and integrity-confirmed performance trends, CONSULTANT will develop predictive models to forecast module replacement timing under current and potential optimized operating conditions.
2. Pump Stations Hydraulics Performance and Operations Evaluation:
 - a. Summarize Ardurra’s capacity data for the Raw Water Intake and High Service Pump Stations.
3. Rapid Mix/Flocculation/Sedimentation Treatment and Operation Evaluation:
 - a. Available data will be reviewed to better understand performance, limitations, and variability with respect to peak flows, temperature, and raw water.

San Jacinto River Authority
GRP Membrane Replacement & Optimization
Work Order No. 1

4. GAC Treatment Performance and Operations Evaluation:
 - a. Available data will be reviewed regarding chemical removal based on available breakthrough curves, variability in organic and particulate removal performance based on empty bed contact time (EBCT) or hydraulic loading rate to determine current performance of the filters.

5. Backwash Treatment Performance and Operations Evaluation:
 - a. Hydraulic performance of backwash waste lines to the backwash basins and the backwash pump station will be reviewed. Operations procedures (e.g., number of pumps in operation) and flow rates and cycles will be reviewed during recent peak flow periods to compare actual operation to design. Specific backwash performance of GAC and Membranes will be reviewed as part of each of those unit process's evaluation.

6. Other Processes Performance and Operations Evaluation:
 - a. Hydraulic and/or treatment performance will be evaluated for other unit processes and important appurtenances/piping systems not specifically called out above but could limit performance of the GRP SWTP.

Workshops:

- a. *Workshop No. 1 - Performance Review Workshop (In-Person) 6/10/26*

Task 1105 – Stress-Testing Protocol / Initial TCEQ Coordination
GSWMRO.1105.0020

1. CONSULTANT will develop a stress-testing protocol in coordination with SJRA for TCEQ's review. Stress testing will be conducted as the first task in Work Order No. 2. In this Task, the protocol for future testing will be prepared. Key points about stress testing are:
 - a. Testing is controlled, short-duration stress tests of the water treatment plant to evaluate the hydraulic, mechanical, and control system capabilities and to define practical operating boundary conditions.
 - b. The testing will assess key subsystems in coordination with SJRA operations staff and will attempt to include pretreatment processes, the microfiltration (Pall) system, pumping systems, and granular activated carbon (GAC) treatment and backwash systems.
 - c. Testing will be conducted in increments and limited to hours per subsystem, consistent with applicable TCEQ guidance, and TCEQ will be consulted in advance to confirm the testing approach and operational acceptability.
2. CONSULTANT will follow up with Operations via Teams, after the site visit, to verify or clarify the stress-testing approach.
3. A Draft stress-testing protocol will be delivered and a stress-testing workshop conducted for input and discussion with SJRA. The consultant will incorporate responses to comments and questions
4. and corrections into the Final Stress-Testing Protocol that will be included in Performance Evaluation TM.

Deliverables:

- a. *Stress-Testing Protocol Draft*

Due Dates:

5/29/26

San Jacinto River Authority
GRP Membrane Replacement & Optimization
Work Order No. 1

Workshops:

- a. *Workshop No. 2 - Draft Stress-Testing Protocol Review Workshop (In-Person) 6/11/26*

Task 1106 – Technical Memorandum and Review Workshops
GSWMRO.1106.0020

CONSULTANT will facilitate three workshops to review the findings from Tasks 1102 – 1105, receive input, and confirm direction. CONSULTANT will prepare Technical Memorandum No. 1 to document and summarize the findings and next steps. Technical Memorandum is further described below:

1. Technical Memorandum (TM) No. 1 – GRP SWTP Performance Evaluation will include:
 - a. TM No. 1 will summarize tasks 1102 – 1105.
 - b. TM No. 1 will consist of one draft and one final pdf submittal. The consultant will incorporate responses to comments and questions and corrections into the final TM No. 1.
 - c. TM No. 1 will include the following sections:
 - i. Executive Summary
 - ii. Introduction
 - iii. Data Review Summary:
 1. Document basis of design capacities
 2. Update membrane manufacturer’s information.
 - iv. Performance Evaluation
 1. Projection of remaining module life and recommended replacement scheduling scenarios;
 2. Evaluation of the system’s ability to safely increase hydraulic loading or, specifically for the membranes, operate at optimized flux conditions;
 3. Graphical performance dashboards developed in Excel to allow SJRA to visualize normalized permeability trends, fouling rates, cleaning efficiencies, and flux sustainability, as well as similar approaches for other unit processes;
 4. Characterization of current system performance; definition of operational limits; and outlining of strategies to improve efficiency, extend module life, and inform future capital planning and system enhancements.
 - v. Stress-Testing Plan

**San Jacinto River Authority
GRP Membrane Replacement & Optimization
Work Order No. 1**

- vi. Summary of Correspondences with TCEQ
- vii. Recommendations and Next Steps
- viii. Appendices
 - 1. Autopsy Report
 - 2. Stress-Testing Protocol and correspondence with TCEQ
 - 3. Relevant Data Summary

Deliverables:

- a. Performance Evaluation Technical Memorandum Draft 7/10/26*
- b. Performance Evaluation Technical Memorandum Final 8/28/26*

Due Dates:

Workshops:

- a. Workshop No. 3 - Draft Technical Memorandum Review Workshop (In-Person) 8/5/26*

Task	Description	Fee	Fee Type
1101	Project Management	\$34,431.00	LS
1102	Report Review & Collection	\$17,579.00	LS
1103	Membrane Autopsies	\$7,266.00	LS
1104	Performance Evaluation	\$47,690.00	LS
1105	Stress Testing Plan / Initial TCEQ Coordination	\$11,987.00	LS
1106	Workshops & Technical Memorandum	\$81,018.00	LS
Total		\$199,971.00	LS

Project Name: SJRA Membrane

Project Phases and Tasks	ESTIMATED MAN-HOURS										TOTALS	
	Mary Portillo Principal in Charge	Todd Danielson Project Manager	Project Engineer Suparna Mukhopadhyay	Electrical/I&C Luis Cantu	TCEQ Coordination Chris Pasch	Proj Qlty Reviewer Lynsy Varner	Proj Qlty Officer David Gudal	Subconsultant Cost	Subconsultant Expenses	Subconsultant Markup (10%)	Direct Expenses	Fee Subtotal
Raw Labor Rate	\$116.40	\$98.56	\$59.95	\$73.75	\$82.92	\$79.66	\$112.64	255.00				
Billing Rate (3.25 Multiplier)	3.25	3.25	3.25	3.25	3.25	3.25	3.25	1.00				
Task 1101 - Project Management - Lump Sum												
1. Project initiation meeting plus site visit (2days), assist prep of materials, review minutes	8	20	40					26	\$843	\$1,050	\$27,549	
2. Project coordination, management, and communication	1	6	12					8	\$204		\$6,882	
Subtotal Task 1101											\$34,431	
Task 1102 - Data Review & Collection												
Review of reports, meeting internally to review findings	1	6	20					18	\$459		\$11,246	
Prep of few slides for Task 1101	0.5	1	6					2	\$51		\$2,239	
Site visit is in task 1101												
Data Request memo prep and prep for Site Visit	0.5	1	4					10	\$255		\$4,094	
Subtotal Task 1102											\$17,579	
Task 1103 - Membrane Autopsies												
Autopsy Cost (2800/module x 2)			1					4	\$541	\$5,408	\$5,949	
Autopsy coordination for harvest, coord with lab, review report and prepare a couple slides									\$102		\$1,317	
Subtotal Task 1103											\$7,266	
Task 1104 - Performance Evaluation												
Membrane Evaluation	0.25	1	4	1				100	\$2,550		\$29,324	
Pump Station	0.25		2	1				2	\$51		\$1,285	
Rapid Mix/Flocculation/Sedimentation	0.25	1	24	1				2	\$51		\$5,732	
GAC	0.25	1	24	1				2	\$51		\$5,732	
Backwash	0.25	1	12	1				2	\$51		\$3,393	
Other Processes	0.25	0.5	6	1				2	\$51		\$2,224	
Subtotal Task 1104											\$47,690	
Task 1105 - Stress Test Prep												
Protocol Development		1	6					14	\$357		\$5,416	
Teams Review including powerpoint presentation prep	1	1	4					6	\$153		\$3,161	
Finalize Protocol for Phase 2	1	1	2					1			\$1,343	
TCEQ Coordination			1		6			1			\$2,067	
Subtotal Task 1105											\$11,987	
Task 1106 - Workshops and TM												
Workshops x 3	12	20	30					26	\$1,013	\$1,500	\$29,434	
Draft TM	2	1	80	8	1.5	8	2	80	\$2,040		\$44,229	
Final TM	1	1	6	1	0.5	1	1	16	\$408		\$7,355	
Subtotal Task 1106											\$81,018	
Basic Services TOTAL	30	61.5	284	15	8	9	3	322	\$9,231	\$10,708	\$2,550	\$199,971
Personnel Subtotal	\$11,160	\$19,700	\$55,334	\$3,595	\$2,156	\$2,330	\$1,098	\$82,110				

Note: values are rounded to the nearest dollar and may not add up



Quotation

Avista™ Membrane Treatment Solutions

To: Karla Kinser

From: Isabel Villalobos Quote #01031626iv

Company: Kinser Membrane Solutions, LLC

Date: March 16, 2026

(San Jacinto River Authority, TX)

Please find our formal quotation below for our services.

Product	Unit	Unit Price	Total Product Price
UF Autopsy SLSO# TBA	2	\$2,704.00	\$5,408.00

- All prices are shown in US dollars and are *ex-works origin*.
- Credit terms: Credit Card
- Lead time is 15-20 business days after receipt of elements.
- We have negotiated significant freight discounts with several carriers and extend those savings via prepay and add shipments. However, if you have a preferred carrier, please let us know.
- *Completion and return of autopsy questionnaire is imperative to assist with evaluation.*
- Quote valid for 60 days

If you have any questions, please don't hesitate to contact me.

Best regards,

Isabel Villalobos

insidesales@avistatech.com

Attachment 2
Subconsultant Scope of Services

Kinser Membrane Solutions, LLC (Kinser) will partner with Plummer Associates, Inc. (Plummer) to complete the initial steps in estimating remaining useful life of the SJRA GRP membranes and identifying unutilized capacity within the plant. In doing so, Kinser will:

Task	Description of Activities	Hours	Fee	Expenses
1101	Project initiation meeting plus site visit (2days), assist prep of materials for kickoff presentation - Plummer will prepare overall PowerPoint and KMS will submit slides for areas identified with PM, review minutes prepared by Plummer	26	\$6,630	\$1,800
	Project coordination, management, and communication - 4 months, 2 hours per month for invoicing, project organization discussions with PM	8	\$2,040	
1102	Review of reports, meeting internally with Plummer for up to 2 hours to review findings	18	\$4,590	
	KMS prepare slides on Report Review for Task 1101 Kickoff PowerPoint	2	\$510	
	(KMS is partial Lead for Task) Data Request memo prep and prep for Site Visit - Plummer to format, prepare final memo, KMS to provide data request for MF Stress Test and Performance Test and Autopsy preparation, Plummer to provide data request for balance of WTP stress test or other evaluations (KMS to review)	10	\$2,550	
1103	(KMS Lead) Autopsy harvest setup with SJRA, coordinate evaluation and report generation with Kurita - preparation of 2 to 3 slides on results	4	\$1,020	
	Plummer sets up account and pays invoice to Kurita			
1104	(KMS Lead) Complete performance evaluation of MF System for efficiency, cleaning efficiencies, module life estimation and final evaluation of replacement/retrofit options. Outcomes will be graphics, tables, data calculation evaluations and incorporation of the autopsy as well as site visit and report reviews. Expectation is graphs will be provided as an image for incorporation into reports or presentations and excel or other tools will not be shared. KMS tools are proprietary.	100	\$25,500	
	Plummer to complete evaluations of rest of systems - KMS to review and coordinate with MF system requirements/ boundaries - estimate that this will be review of data/documents/meetings with team	10	\$2,550	
1105	Stress Test Protocol Development DRAFT - Plummer will provide template/formatting and submit details on WTP outside of MF. KMS will review all document and provide comments. Anticipate communication with SJRA during development	14	\$3,570	
	Time for Plummer Teams calls, preparation of PowerPoint slide for workshop - Plummer will generally lead this task with input from KMS	6	\$1,530	
	Final Stress Test Protocol - Plummer final formatting; finalize based on comments from workshop and Plummer QC	1	\$255	
	TCEQ coordination by Plummer - time is for 2 meetings to review what should be discussed and what was outcome of coordination with Plummer	1	\$255	
1106	Three Workshops (not including Kickoff) (Perf and Stress is one & TM is 3rd)	26	\$6,630	\$3,500
	Draft TM (KMS write autopsy, stress test MF prep, most of report review summary, MF performance eval and module life, all MF aspects) and review overall report and coordinate	80	\$20,400	
	Final TM - KMS pick up comments	16	\$4,080	
		322	\$82,110	\$5,300
Total Lump Sum Fee:			\$87,410	

Item No.	Agenda Item	Date
10	Consider surplus declaration and disposal by sale of a 0.0248 acre tract of real property located in the William C. Clark Survey, A-6, near Montgomery, Texas, to Roy and Charmayne Renslow, and authorize the General Manager to execute all necessary documents to complete the transaction.	04/23/2026

BACKGROUND INFORMATION

On January 30, 2026, Roy and Charmayne Renslow submitted a request to purchase a small tract of property owned by the San Jacinto River Authority (“SJRA”) that is directly adjacent to their own, with the intent of constructing a bulkhead. SJRA has determined that the property is not required for the operation or maintenance of Lake Conroe.

The applicant submitted an independent property appraisal, prepared to the same standards that would apply if SJRA were obtaining a fair market valuation of the property.

The request complies with the Policy for Real Property Sales Around Lake Conroe, which was adopted at the Regular Board of Directors meeting on December 11, 2025.

Staff recommends that the Board considers declaring the 0.0248 acre tract of real property in the William C. Clark Survey, A-6, near Montgomery, Texas, to be surplus and authorize the disposal by sale to the applicant.

Applicant: Roy and Charmayne Renslow

Physical Address: 83 Lakeview Village Montgomery, Texas 77356

Location: Lakeview Village, Lot 83, Block 00, Section 02

FUNDING SOURCE: N/A

ATTACHMENTS: Written Request by Applicant, Location Map, Survey with Metes and Bounds, Proposed Improvements, MCAD Data Sheet, Real Property Deeds on File at SJRA

RECOMMENDED ACTION

Declare to be surplus and authorize the disposal by sale of a 0.0248 acre tract of real property located in the William C. Clark Survey, A-6, near Montgomery, Texas, to Roy and Charmayne Renslow, and authorize the General Manager to execute all necessary documents to complete the transaction.

Roy & Charmayne Renslow
91 Lakeview Village Montgomery, TX 77356

[REDACTED]
January 30, 2026

Mr. Aubrey A. Spear
General Manager
San Jacinto River Authority
PO Box 329
Conroe, Texas 77305

Re: Request to Purchase SJRA Property
Directly Behind 83 Lakeview Village Montgomery, TX 77356

Dear Mr. Spear,

We own the property at the above-mentioned address, being more specifically described by Lakeview Village Subdivision, Section 02, Block 00 and Lot 83. There is a tract of land between our private property and the bulkhead that appears to be titled to the San Jacinto River Authority (the "Authority"). We are interested in purchasing the property.

We had a conversation with Meagan Lee, of your office, about what is involved in determining if the property is available for sale, the documents we need to provide and the potential expenses that the Authority may incur. Ms. Lee has provided us with a copy of the Board resolution and policy.

Thank you for your favorable consideration, assistance and cooperation. My contact information is [REDACTED] (email) and [REDACTED] (cell) should you need to contact us.

Sincerely,

Roy A. Renslow *Charmayne Renslow*

Roy & Charmayne Renslow

Enclosures:

1. Copy of Deed & Title Policy for Location
2. Copy of Planned/Existing Improvements
3. Boundary Survey for both Private & Authority Property
4. Metes & Bounds for both Private & Authority Property



118265
118266
118267
118268
118269
118270
118271
118272

Lakeview Vlg

Water

118242

118240



118272

118270

118269

118266

118267

118268

118271

118264

118265

118263

118260

118259

118254

118255

118256

118257

118258

295018

295017

295016

295015

295014

295019

295020

295021

357711

339030

118250

118251

118252

118253



LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- ⊙ 1" PIPE FOUND
- ⊠ "X" FOUND/SET
- ⊕ POINT FOR CORNER
- ⊗ 5/8" ROD FOUND
- T TRANSFORMER PAD
- COLUMN
- ▲ UNDERGROUND ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- ▤ DOUBLE SIDED WOOD FENCE
- FENCE POST FOR CORNER
- ⊗ CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- POWER POLE
- △ OVERHEAD ELECTRIC
- E— IRON FENCE
- X— BARBED WIRE
- OES— EDGE OF ASPHALT
- OES— EDGE OF GRAVEL
- STONE
- CONCRETE
- COVERED AREA
- BRICK

EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the client. CBG Surveying Texas, LLC has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

REVISED - RPK 03/11/2025
NAP 4/8/2026

83 Lakeview Village

Tract 1

Lot Eighty-Three (83), of Lake View Village, Section Two (2), a subdivision situated in the W.C. Clark Survey, Abstract 6, Montgomery County, Texas, according to the map or plat thereof recorded in plat Cabinet B, Sheet 60, of the map records of Montgomery County, Texas, consisting of 3,642.4 square feet.

Tract 2

Being a tract of land situated in the William C. Clark Survey, Abstract No. 6, Montgomery County, Texas, same being a portion of a tract of land conveyed to San Jacinto River Authority, called Tract 3, by deed recorded in Instrument No. 2006-057806, Official Public Records of Montgomery County, Texas, and being more particularly described by metes and bounds as follows:

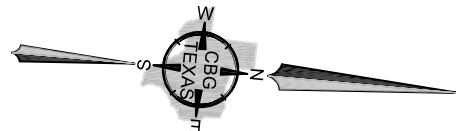
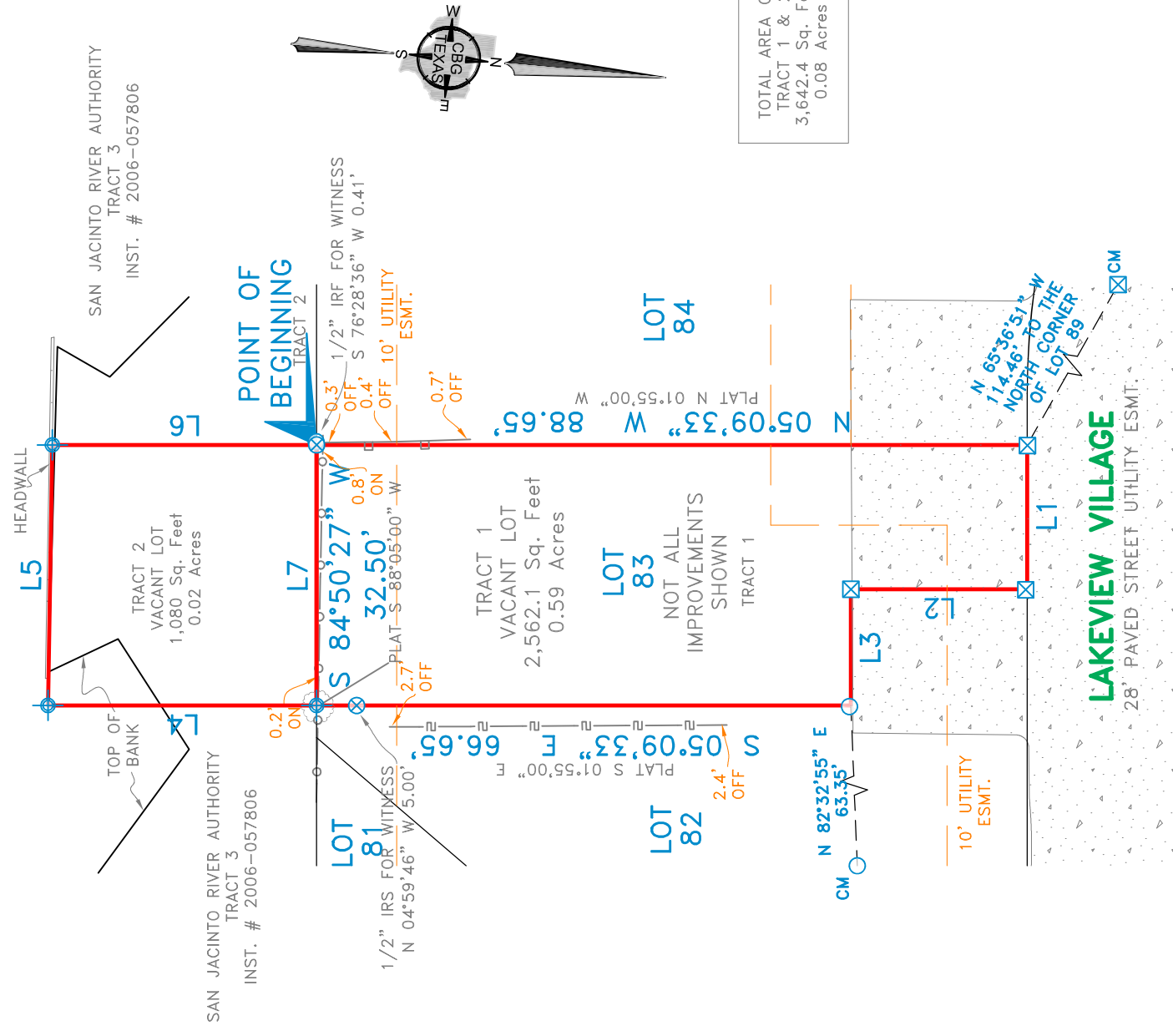
BEGINNING at a 1/2 inch iron rod set with yellow cap stamped "CBG SURVEYING" for corner, said corner being the Southwest corner of Lot 83 of said addition, from which a 1/2 inch iron rod found for witness bears South 76 degrees 28 minutes 36 seconds West, a distance of 0.41 feet;

THENCE North 84 degrees 50 minutes 27 seconds East, along the South line of said Lot 83, a distance of 32.50 feet to a point for corner, said corner being the Southeast corner of said Lot 83, from which a 1/2 inch iron rod set with yellow cap stamped "CBG SURVEYING" for witness bears North 04 degrees 59 minutes 46 seconds West, a distance of 5.00 feet;

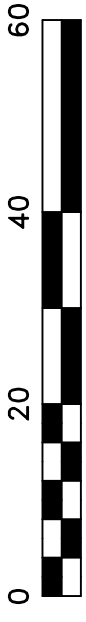
THENCE South 05 degrees 09 minutes 33 seconds East, over and across said San Jacinto River Authority tract, a distance of 33.51 feet to a point for corner;

THENCE South 85 degrees 48 minutes 34 seconds West, over and across said San Jacinto River Authority tract, a distance of 32.50 feet to a point for corner;

THENCE North 05 degrees 09 minutes 33 seconds West, over and across said San Jacinto River Authority tract, a distance of 32.96 feet to the POINT OF BEGINNING and containing 1,080 square feet or 0.02 acres of land.



TOTAL AREA OF TRACT 1 & 2
3,642.4 Sq. Feet
0.08 Acres



LINE	BEARING	DISTANCE	PLAT VS. MEASURED
L1	N 84°50'27" E	18.00'	N 88°05'00" E
L2	S 05°09'33" E	22.00'	
L3	N 84°50'27" E	14.50'	
L4	S 05°09'33" E	33.51'	
L5	S 85°48'34" W	32.50'	
L6	N 05°09'33" W	32.96'	
L7	N 84°50'27" E	32.50'	N 88°05'00" E

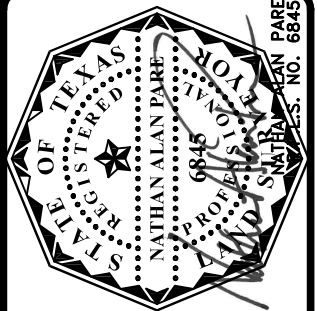
NOTES:
BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS CENTRAL ZONE. EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.
FLOOD NOTE: According to the F.I.R.M. No. 48339C0375G, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by the Client. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Date: _____
Accepted by: _____ Purchaser
Purchaser

CBG SURVEYING TEXAS, LLC
PROFESSIONAL LAND SURVEYORS

419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 214.349.9485
F 214.349.2216
Firm No. 10194280
www.cbgtxllc.com



GENERAL INFO

ACCOUNT

Property ID: 118261
 Geographic ID: 6785-02-08300
 Type: R
 Zoning: 3
 Agent: TEXAS TAX PROTEST
 Legal Description: LAKE VIEW VILLAGE 02, LOT 83

OWNER

Name: RENSLOW, ROY N & CHARMAYNE F
 Secondary Name:
 Mailing Address: 91 LAKEVIEW VLG MONTGOMERY TX
 USA 77356-5914
 Owner ID: 416452
 % Ownership: 100.000000
 Exemptions:

Property Use:

LOCATION

Address: 83 LAKEVIEW VLG, MONTGOMERY TX 77356

Market Area:
 Market Area CD: 74280.0
 Map ID:
 Zoning: 3

PROTEST

Protest Status:
 Informal Date:
 Formal Date:

VALUES

CURRENT VALUES

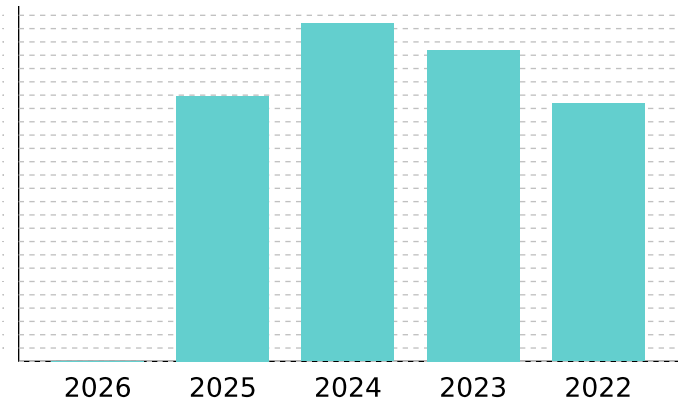
Land Homesite: \$26,000
 Land Non-Homesite: \$0
 Special Use Land Market: \$0
 Total Land: \$26,000

 Improvement Homesite: \$173,572
 Improvement Non-Homesite: \$0
 Total Improvement: \$173,572

 Market: \$199,572
 Special Use Exclusion (-): \$0
 Appraised: \$199,572
 Value Limitation Adjustment (-): \$0

 Net Appraised: \$199,572

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2026	N/A	N/A	N/A	N/A	N/A	N/A
2025	\$26,000	\$173,572	\$0	\$199,572	\$0	\$199,572
2024	\$26,000	\$227,800	\$0	\$253,800	\$0	\$253,800
2023	\$26,000	\$208,070	\$0	\$234,070	\$0	\$234,070
2022	\$26,000	\$167,790	\$0	\$193,790	\$0	\$193,790

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
CCO	City Of Conroe	0.427200	\$199,572	\$199,572
GMO	Montgomery Cnty	0.379000	\$199,572	\$199,572
HM1	Mont Co Hospital	0.049700	\$199,572	\$199,572
MU4	Mont Co UD 4	0.120000	\$199,572	\$199,572
SMO	Montgomery ISD	1.091200	\$199,572	\$199,572

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: **Residential** Improvement Value: **\$173,572** Main Area: **1,695**
 State Code: **A1** Description: Gross Building Area: **1,870**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
MA	Main Area	5		1	1985	1979	750
MA2.0	Main Area 2nd Flr	5		1	1985	1979	750
MAF	Main Area Frame	5		1	1985	1979	175
MAF	Main Area Frame	5		1	1985	1979	20
WD2	WD2	5		1	1985	1979	175

Improvement Features

MAF Additional Factor 1: A1

MAF Additional Factor 1: A1

MA Foundation: 1, Flooring: 4, Exterior Finish: R5, Plumbing: 3FB, HVAC: RC1, Interior Finish: 1-2, Plumbing: 13, Roof: 1, HVAC: RH1, Flooring: 2, Plumbing: 2AF

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
G2	Site Value	0.0000	0	\$0.00	\$26,000	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
7/9/20	WDV	W/d & V/ln	RESI REO SUB LLC	RENSLOW, ROY N & CHARMAYNE F				2020074783
12/11/19	SWD	Spcl W/deed	FYR SFR BORROWER LLC	RESI REO SUB LLC				2019115397
8/6/18	SWD	Spcl W/deed	RESI SFR SUB LLC	FYR SFR BORROWER LLC				2018080387
6/5/13	WDV	W/d & V/ln	DOUGHERTY, MICHAEL JOHN	EINCK, VIRGINA S				2013058405

THE STATE OF TEXAS (:
COUNTY OF MONTGOMERY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, LILLIE MATTHEWS, a widow, of Montgomery County, Texas; MELVIN A. MATTHEWS of Caddo Parish, Louisiana; KENNETH MATTHEWS of Mississippi County, Arkansas; UDELL MATTHEWS of Dallas County, Texas; and MAE BROWN, joined herein pro forma by her husband, RAYMOND O. BROWN, of Montgomery County, Texas, will hereinafter be designated as "GRANTOR", to include both the singular and the plural.

That, SAN JACINTO RIVER AUTHORITY, a body politic and corporate existing under the laws of the State of Texas, and having its principal offices in Conroe, Montgomery County, Texas, will hereinafter be designated as "GRANTEE".

That in consideration of the sum of NINETEEN THOUSAND THREE HUNDRED FIFTEEN AND 20/100 (\$ 19,315.20) DOLLARS this day cash in hand paid to GRANTOR by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, GRANTOR has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto GRANTEE the fee simple title to the tract or parcel of land, together with all improvements thereon, lying and being situated within the William C. Clark Survey, Abstract Number A-6, Montgomery County, Texas as hereinafter more particularly described as follows:

BEGINNING at a point in a west boundary line of the K. M. Matthews Estate 90.5 (called) acre tract and an east boundary line of the J. M. Weisinger tract, said point being N. 0° 03' E. a distance of 829.47 feet from the southwest corner of said K. M. Matthews tract, said point also being on contour 201:00;

THENCE N. 0° 03'E. along said west boundary line of said K. M. Matthews tract and said east boundary line of the J. M. Weisinger tract, a distance of 87.79 feet to point for corner;

THENCE S. 89° 38' E. along a north boundary line of said K. M. Matthews tract and a south boundary line of said J. M. Weisinger tract, and along the fence thereon, a distance of 1,397.50 feet to point for corner;

THENCE North along a west boundary line of said K. M. Matthews tract and an east boundary line of said J. M. Weisinger tract, and along the fence thereon a distance of 1,474.99 feet to point for corner;

THENCE S. 88° 46' E. along a north boundary line of said K. M. Matthews tract and the south boundary line of the Maggie Ella Cartwright 142.2 (called) acre tract, and along the fence thereon a distance of 1,187.89 feet to point for corner;

THENCE S. 0° 11' W. along the east boundary line of said K. M. Matthews tract and the west boundary line of the San Jacinto River Authority's 29.60 acre tract a distance of 1,210.62 feet to point for corner;

THENCE S. 0° 28' E. continuing along the east boundary line of said K. M. Matthews tract and along the west right of way line of the McCaleb Road a distance of 1,089.99 feet to point for corner, said point being in the center line of a road.

THENCE S. 86° 27' W. along the south boundary line of said K. M. Matthews tract and along said center line of said road a distance of 661.80 feet to point for corner, said point being on contour 201:00;

THENCE along contour 201.00 as follows:

THENCE	N. 61° 09' W.	197.90 feet
"	N. 51° 28' W.	170.58 "
"	N. 76° 46' W.	135.97 "
"	N. 43° 14' W.	134.30 "
"	S. 84° 36' W.	107.15 "
"	S. 49° 19' W.	107.30 "
"	S. 29° 26' W.	126.76 "
"	S. 73° 28' W.	95.90 "

THENCE	N. 51° 10' W.	186.00 feet
"	N. 77° 18' W.	57.46 "
"	S. 52° 49' W.	123.80 "
"	S. 29° 34' W.	136.42 "
"	S. 54° 53' W.	170.20 "
"	N. 46° 54' W.	150.15 "
"	N. 11° 58' W.	128.85 "
"	N. 17° 03' W.	145.80 "
"	N. 3° 40' W.	158.49 "
"	N. 19° 33' W.	128.50 "
"	S. 71° 46' W.	118.28 "
"	N. 52° 37' W.	68.15 "
"	N. 16° 32' W.	146.15 "

THENCE N. 64° 27' W. continuing along contour 201.00 a distance of 74.10 feet to the place of beginning containing 80.48 acres of land more or less.

This conveyance is made and accepted subject to and in further consideration of the reservations, conditions, exceptions and provisions hereinafter stated.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any way belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind themselves, their heirs, assigns, executors and administrators to warrant and forever defend all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof whatsoever.

The lands hereby conveyed are being acquired by GRANTEE for the purpose of inundating the same or substantially all thereof by the waters which will be impounded in a reservoir above a dam which the GRANTEE proposes and intends to construct on the San Jacinto River.

In consideration of this purchase, and for the consideration hereinabove acknowledged, GRANTOR, for themselves, their heirs and assigns and their and their successors in title, hereby release GRANTEE from liability for damages and release GRANTEE from liability for any "taking" of property, resulting from overflowing, siltation or flooding, that may now or in the future occur, whether direct or indirect, of any other or remaining lands owned by GRANTOR occasioned or caused by the construction, operation or maintenance of said dam.

There is reserved and excepted from the conveyance hereby made all of the timber on the above described lands which is removed therefrom by GRANTOR within a period of one (1) year from date of written notice to GRANTOR by GRANTEE to so remove said timber; provided, nevertheless, that the within and foregoing reserved estate in the timber, whether cut or uncut, shall absolutely cease and terminate as to all of such timber which is not removed from said lands within the time above provided; and by virtue of this conveyance the title to any of the timber not removed within such time shall at the expiration of such time vest in the GRANTEE:

There is also reserved and excepted from the conveyance hereby made all the oil, gas and other minerals underneath or underlying the lands hereby conveyed; provided, however, that neither the GRANTOR herein, nor their heirs or assigns shall have any right by virtue of such reservation of the oil, gas and other minerals to drill upon or develop for any minerals on or above the surface of such lands hereby

conveyed. In the event GRANTOR, their heirs and assigns desire to undertake angle or directional drilling upon lands owned and retained by them, such drilling, exploration and production shall be handled, performed and conducted so as not to endanger, damage or pollute the reservoir and source of water supply, and all waste matter and contaminated substances caused or produced thereby shall be taken care of by and at the expense of GRANTOR, their heirs or assigns, or the owner of such mineral estate; and in case salt water is produced by or through such well or wells such salt water shall be reinjected to the bottom of the horizon from which it was produced, or otherwise disposed of so as not to pollute in any way the reservoir or source of water supply; and GRANTOR or the owner or owners of such mineral estate prospecting for or developing the same shall be responsible for any damage or injury to the dam, reservoir, or source of water supply resulting from the drilling, exploration or production of any well drilled for oil, gas or other minerals.

There are not conveyed and there are not included within the foregoing description of the lands hereby conveyed the portions or certain low areas which extend inwardly from the land conveyed back into the land not conveyed hereby, that is to say, while it appears from the foregoing field notes that the boundary separating the lands hereby conveyed from GRANTOR'S remaining lands not hereby conveyed, is in general along approximately the 201.00 contour above mean sea level, there are certain points at which instead of following such contour up toward the source or upper end of

such gullies or low areas, the boundary or "severance" line crosses across such gullies, low areas, or arms or inlets. A consideration of this conveyance and of the purchase of the GRANTEE evidenced hereby is that the GRANTEE shall have the right and authority to flood and back water from the reservoir into such portions of said arms or inlets. Within such arms and inlets the GRANTEE shall have the right but not the duty or obligation at all times to patrol the same and to clean and remove therefrom trees, underbrush, other vegetation and debris and to enforce therein the same rules and regulations both present and future with respect to pollution or contamination of the water of such arms and inlets that are or may be applied to the reservoir proper. It is agreed, however, that GRANTOR, their heirs or assigns, reserves and shall have the right to evict any and all trespassers on such portion of such arms or inlets except agents or representatives of the GRANTEE working in, patrolling, or inspecting such arms and inlets on official business. Development for and production of oil, gas or other minerals within and under the inundated portions of such arms and inlets shall be subject to the same provisions as to the manner of the drilling, exploration and producing, as hereinabove provided in the matter of the surface of such lands hereby conveyed.

It is anticipated that all or substantially all of the land hereby conveyed will be inundated by the water impounded above the dam which the GRANTEE intends to construct, the elevation of the spillway to be 201.0 feet above mean sea

517 and 40

level, and it is accordingly anticipated that the water above the dam will ordinarily rise to above such level, which will result in the covering and inundating as aforesaid of substantially all of the land hereby conveyed. It is recognized, however, that due to wind and wave action the water may even under ordinary conditions wash and rise several feet higher, and that in times of flood or storm the water level in the reservoir may rise several feet above such ordinary level and that this combined with wind and wave action may result in washing and wave action to a still greater height. In consideration of this purchase and upon and for the consideration hereinabove acknowledged, GRANTOR for themselves, their heirs and assigns, waives and releases any claim or cause of action for damage or injury, if any, which may ever be suffered by any of the remainder of the tract of land out of which the lands hereby conveyed are taken arising from water soaking and absorption, erosion, flood, or wave action by or from the waters of the reservoir, and the GRANTEE shall have along the entire border of its reservoir where it touches upon remaining lands of GRANTOR herein, the right of clearing and removing trees, underbrush, and other debris, and the prevention of pollution or contamination up to the level to which the water may actually from time to time wash or rise.

EXECUTED this 25th day of June, 1963

Lillie Matthews
Lillie Matthews

Melvin A. Matthews
Melvin A. Matthews

Kenneth Matthews
Kenneth Matthews

Udell Matthews
Udell Matthews

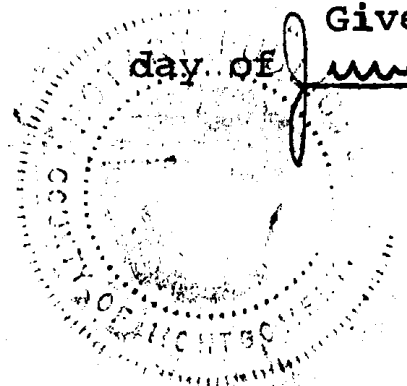
Mae Brown
Mae Brown

Raymond O. Brown
Raymond O. Brown

THE STATE OF TEXAS :
:
COUNTY OF MONTGOMERY:

Before me, the undersigned authority, on this day personally appeared LILLIE MATTHEWS, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of June, 1963.



Ruth Evans
Notary Public within and for
Montgomery County, Texas

THE STATE OF LOUISIANA :
:
CADDO PARISH :

Before me, the undersigned authority, on this day personally appeared MELVIN A. MATTHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

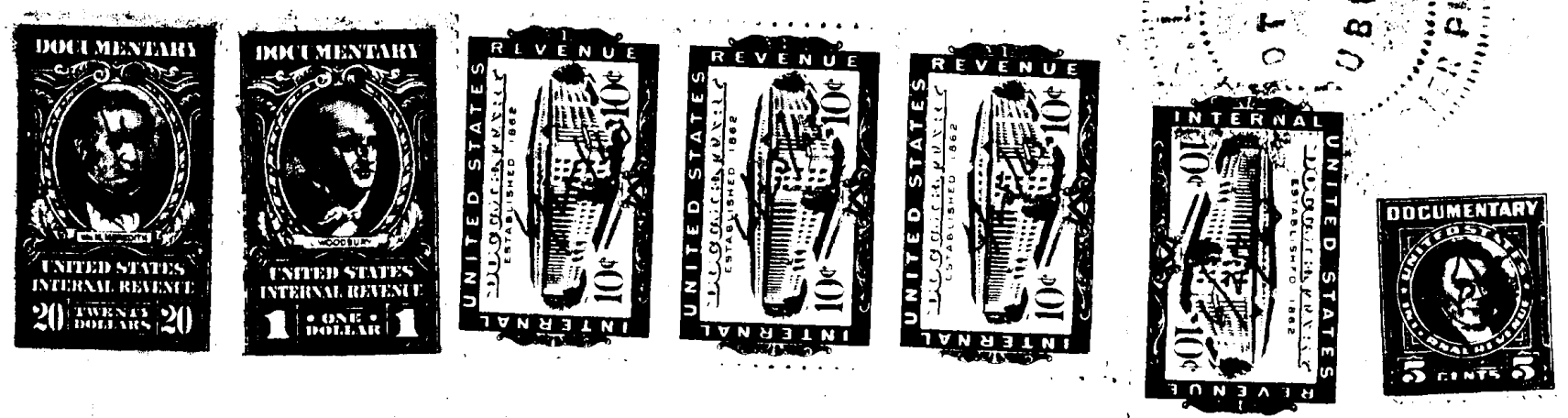
Given under my hand and seal of office this 25th day of June, 1963.

Melvin A. Matthews
MELVIN A. MATTHEWS

Bossier

W. C. L...
Notary Public in and for
~~Caddo~~ Parish, Louisiana


21.45



STATE OF ARKANSAS ()
COUNTY OF ~~MISSISSIPPI~~ POINSETT ()

Before me, the undersigned authority, on this day personally appeared KENNETH MATTHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

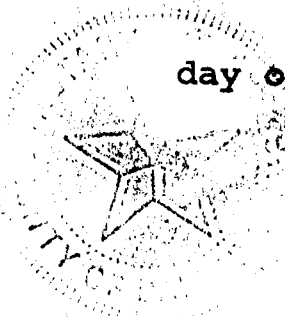
Given under my hand and seal of office this 17th day of JUNE, 1963.


[Signature]
Notary Public in and for
~~Mississippi~~ County, Arkansas
POINSETT

THE STATE of TEXAS ()
COUNTY OF DALLAS ()

Before me, the undersigned authority, on this day personally appeared UDELL MATTHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

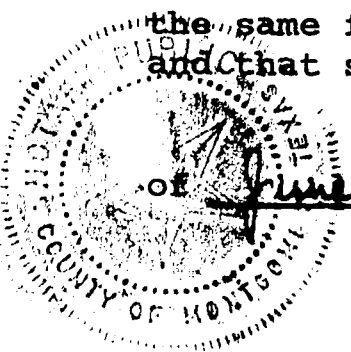
Given under my hand and seal of office this 10th day of June, 1963.


[Signature]
Notary Public in and for Dallas
County, Texas

THE STATE OF TEXAS ()
COUNTY OF MONTGOMERY ()

Before me, the undersigned authority, on this day personally appeared RAYMOND O. Brown and his wife, MAE BROWN, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Raymond O. Brown acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Mae Brown, wife of the said Raymond O. Brown, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mae Brown, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 9th day of June, 1963.


[Signature]
Notary Public within and for
Montgomery County, Texas

FILED FOR RECORD August 9 1963 at 11:15 o'clock A.M.
RECORDED August 20 1963 at 5:00 o'clock P.M.
T. HOOPER, Clerk County Court
Montgomery County, Texas
By: [Signature], Deputy