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AGENDA ITEM MEMO

BOARD MEETING DATE: September 10, 2026

TO: Board Members

THROUGH: Bryan McMath, Executive Administrator
Ashley Harden, General Counsel
Georgia Sanchez, Chief Financial Officer

FROM: Jessica N. Peña, Deputy Executive Administrator, Water Supply & Infrastructure

SUBJECT: Water Supply Infrastructure Grants-Canal Lining/Conversion Projects

ACTION REQUESTED

Consider authorizing the Executive Administrator to execute contracts for Water Supply Infrastructure Grants for canal lining/conversion projects co-funded with the North American Development Bank in an amount not to exceed \$69,511,030.

BACKGROUND

House Bill 500, passed during the 89th Legislative Regular Session, appropriated \$1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board. As discussed in the House Bill 500 Implementation Plan presented at the March 31, 2026, meeting of the Texas Water Development Board (TWDB), these funds are being offered through a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply or water infrastructure projects. To address canal lining and conversion projects, an allocation of up to \$100 million was included for joint funded efforts with the North American Development Bank's Water Resiliency Program. The WSIG funds are intended to provide 50% of the proposed project costs for eligible projects. Once this initial appropriation is provided to communities through Water Supply and Infrastructure Grants (WSIG), the TWDB will no longer have these grant funds available to provide as financial assistance.

The WSIG funding must adhere to a strict timeline, with all grants closed by May 1, 2027 and all funds expended by August 31, 2031. To help meet this timeline, construction contracts must not have an end date past January 31, 2031, and construction closeout documents must be submitted to the TWDB by February 28, 2031.

Our Mission

Leading the state's efforts
in ensuring a secure
water future for Texas

Board Members

L'Oreal Stepney, P.E., Chairwoman | W. Brady Franks, Board Member | Ashley Morgan, Board Member
Bryan McMath, Executive Administrator

KEY ISSUES

In November 2026, the North American Development Bank (NADBank), a binational financial institution, solicited applications from irrigation districts in the Lower Rio Grande Valley to support water conservation projects under its Water Resiliency Fund. Eligible projects included canal lining and conversion projects. These project costs will be funded 50% with funds from the NADBank and the WSIG. The application period closed February 10, 2026.

21 applications were received from 13 irrigation districts and were prioritized by water saved or conserved, community benefits, other environmental benefits, cost-effectiveness and project readiness.

Table 1 displays the 12 entities and 17 projects being recommended for funding and the proposed funding allocations. Summaries of the recommended projects can be found in Attachment 1.

Authority	TWDB Project No.	NADBank	TWDB	Other Funding	Total Project Cost
Cameron County Irrigation District No. 6	21953	\$6,500,000	\$6,500,000		\$13,000,000
Cameron County Irrigation District No. 2	21954	\$6,000,000	\$6,000,000	\$10,000,000	\$22,000,000
Delta Lake Irrigation District	21955	\$2,215,043	\$2,215,043		\$4,430,087
Delta Lake Irrigation District	21956	\$529,089	\$529,089	\$150,000	\$1,208,178
Delta Lake Irrigation District	21961	\$1,023,802	\$1,023,802		\$2,047,604
Donna Irrigation District	21962	\$1,150,000	\$1,150,000		\$2,300,000
Engelman Irrigation District	21963	\$160,000	\$160,000	\$50,000	\$370,000
Harlingen Irrigation District Cameron County No. 1	21964	\$1,374,816	\$1,374,816		\$2,749,631
Harlingen Irrigation District Cameron County No. 1	21965	\$7,749,388	\$7,749,388		\$15,498,776
Hidalgo and Cameron County Irrigation District No. 9	21957	\$6,000,000	\$6,000,000	\$2,000,000	\$14,000,000
Hidalgo County Consolidated Water Control and Improvement District	21958	\$5,000,000	\$5,000,000		\$10,000,000
Hidalgo County Irrigation District No. 1	21966	\$5,040,671	\$5,040,671		\$10,081,341
Hidalgo County Irrigation District No. 1	21967	\$4,625,164	\$4,625,164		\$9,250,327
Hidalgo County Irrigation District No. 6	21968	\$8,994,864	\$3,137,922	\$2,867,214	\$15,000,000
Hidalgo County Irrigation District No. 6	21969	\$8,005,136	\$8,005,136	\$2,989,728	\$19,000,000
La Feria Irrigation District Cameron County #3	21959	\$6,000,000	\$6,000,000	\$702,914	\$12,702,914
United Irrigation District	21960	\$5,000,000	\$5,000,000		\$10,000,000
		\$75,367,972	\$69,511,030	\$18,759,856	\$163,638,858

RECOMMENDATION

The Executive Administrator recommends approval of this item authorizing the Executive Administrator to execute contracts for Water Supply Infrastructure Grants for canal lining/conversion projects co-funded with the North American Development Bank in an amount not to exceed \$69,511,030.

Attachments:

1. Summaries of recommended projects
2. TWDB Resolutions (26-)

Cameron County Irrigation District No. 6*Lining of the South Main Canal, the Block 138 Canal, Piping of the 196 Canal, Canal Automation and Efficiency Improvements*

TWDB Project Number: 21953

NADBank App ID: 47

Proposed Project Funding:

NADBank: \$ 6,500,000

TWDB: \$ 6,500,000

Total Project Cost: \$13,000,000

Project Summary

The project consists of lining 13,865 feet of the existing South Main, an earthen canal that serves the City of Los Fresnos (City), Cameron County Water Improvement District No. 10 (CCWID #10) and Bayview Irrigation District #11 (Bayview). The canal is in poor condition and has no liner; nonetheless, it is critical infrastructure for the City of Los Fresnos and the two downstream districts. A second canal to be lined is the 1,400 foot long, Block 138 Main Canal. The majority of this canal has a dilapidated liner, while 500 feet are earthen. The 196 Canal, approximately 3,000 linear feet long, is an old, dilapidated canal that is in need of repair. It is difficult to access and overgrown with trees that contribute to seepage losses via evapotranspiration. The Second Lift Pump Station has two large pumps driven by a single natural gas engine; the north pump being driven by a very inefficient long transmission connected via two belt and sheave systems and a gear reducer.

The project includes lining the South Main and Block 138 canals with an impermeable geocomposite liner protected by reinforced concrete or shotcrete to eliminate seepage and improve structural integrity. The 196 Canal will be converted from an inaccessible open canal to a PVC pipeline to eliminate losses and improve maintenance access. Six automated gates will be installed throughout the system to prevent overflows, improve flow control, and provide real-time monitoring and operation. In addition, efficiency improvements at the Second Lift Pump Station will replace an aging natural gas-driven system with an electric motor and VFD, improving reliability, resiliency, and energy efficiency. Collectively, these improvements will enhance system control, reduce water losses, strengthen drought resilience, and support more efficient water delivery and accounting for downstream users.

Estimated Water Savings: 2,729 acre feet

Cameron County Irrigation District No. 2

Canal and Pipeline Improvements for Interconnect Water Conservation Efficiency Project

TWDB: Project Number: 21954

NADBank App ID: 46

Proposed Project Funding:

NADBank: \$ 6,000,000

TWDB: \$ 6,000,000

Other Funding: \$10,000,000

Total Project Cost: \$22,000,000

Project Summary:

Install approximately 100,089 linear feet of permanent lining improvements on four critical conveyance facilities—Canal B, Canal C, Canal 13-A, and Canal 13-A1—using shotcrete and geosynthetic membrane systems, along with related structural upgrades such as bank stabilization and turnout modifications. It also includes converting Lateral C2, Lateral 15, Canal 13-A2, and Canal 13-A3 from unlined open channels to pipelines, totaling approximately 15,764 linear feet with associated valves and appurtenances. These facilities are essential for delivering irrigation, municipal, and industrial water within the District. The proposed lining and piping will reduce seepage losses, improve hydraulic efficiency and operational control, lower maintenance needs, and enhance system reliability, supporting long-term water conservation and sustainability objectives.

Estimated Water Savings: 13,623 acre-feet

Delta Lake Irrigation District

E-2 Canal Conversion to Pipeline and Pump Station 45 Rehabilitation Project

TWDB: Project Number: 21955

NADBank App ID:38

Proposed Project Funding:

NADBank: \$2,215,043

TWDB: \$2,215,043

Total Project Cost: \$4,430,087

Project Summary

Through the E-2 Canal, the District conveys deliveries to 2,473 acres of farmland south of Hargill, Texas. In 2023, the District conveyed an estimated volume of 3,606 ac-ft of irrigation water. It is estimated that in dry years the District can convey an annual water volume exceeding 6,500 ac-ft. The E-2 Canal consists of a parabolic section with a twenty (20) foot average wetted perimeter. The canal embankments were constructed with in-situ earthen material borrowed from adjacent to each side of the canal. It is presumed that in the early nineteen-eighties, the canal was lined with a thin layer of Portland cement concrete. The unreinforced concrete liner has reached its service life and presents serious dilapidation signs. Longitudinal cracks in both interior side slopes stretch from beginning to end of the open canal system. In some areas, the concrete liner is buckled inward, and in other areas the liner is completely missing. Water leaves the system through the fractures and cracks in the concrete liner. Once in contact with the earthen inner side slope, water seeps through the earthen embankments leaving the system.

Conversion of 4,200 linear feet of the E-2 open canal into a closed pipeline system. Installation of a 54-inch diameter pipeline, consisting of Steel-reinforced polyethylene (PE) pipe or AWWA C900 pressure-rated PVC pipe. Pipeline installed adjacent to the existing canal, allowing the canal to remain largely in service during construction. Construction of Reinforced concrete vent gatewell structures, flow control gates, & reconnection of three lateral canals and five field service outlets. Rehabilitation of Pump Station 45 to improve system pressure and overall delivery efficiency.

Estimated Water Savings: 866 acre-feet

Delta Lake Irrigation District

J-22 Canal Conversion to Pipeline Project

TWDB: Project Number: 21956

NADBank App ID: 32

Proposed Project Funding:

NADBank: \$529,089

TWDB: \$529,089

Other Funding: \$150,000

Total Project Cost: \$1,208,178

Project Summary

Through the J-22 Canal, the District conveys deliveries to 744 acres of farmland east of Raymondville, Texas. In 2023, the District conveyed an estimated volume of 1,944 ac-ft of irrigation water. It is estimated that in dry years the District can convey an annual water volume exceeding 3,000 ac-ft. The J-22 Canal consists of a parabolic section with a six and half (6.5) foot average wetted perimeter. The canal embankments were constructed with in-situ earthen material borrowed from adjacent to each side of the canal. It is presumed that in the early 1980s, the canal was lined with a thin layer of Portland cement concrete. The unreinforced concrete liner has reached its service life and presents serious dilapidation signs. This can be appreciated in picture exhibits 1 to 4; the referenced picture exhibits will be uploaded separated in jpg format. Longitudinal cracks in both interior side slopes stretch from beginning to end of the open canal system. In some areas, the concrete liner is buckled inward, and in other areas the liner is completely missing. In other areas alligator cracks cover the floor of the canal where vegetation has been able to establish. Water leaves the system through the fractures and cracks in the concrete liner. Once in contact with the earthen inner side slope, water seeps through the earthen embankments leaving the system.

The J-Pipeline System consists of a pressurized pipeline charged by the J Pump House. The District enjoys 20 feet of pressure along the J-Pipeline; however, the pressure cannot be transferred to the J-22 Canal (open canal system); hence, the J-22 Canal is operated at low pressure. By far, low pressure is the most significant factor contributing to water losses. Low pressure is directly proportional to Irrigation efficiency. Pressure affects the delivery flowrate. The lower the canal pressure the lower the delivery flowrate resulting in prolonged irrigation periods and water losses to the subsurface (below the plant's root zone); therefore, resulting in an inefficient use of the water resources.

Conversion of 4,020 linear feet of the J-22 open canal into a pressurized pipeline system. Installation of a 30-inch diameter PVC pipeline, meeting: ASTM F949 / ASTM D2241 (SDR-51) standards & gasketed joints per ASTM D3212 / ASTM D3139. Pipeline will be installed along the centerline of the existing canal. Reconnection of three lateral canals & five field service outlets. Construction of reinforced concrete vent gatewell structures and installation of control gates and alfalfa valves.

Estimated Water Savings: 230 acre-feet

Delta Lake Irrigation District

M-5 Canal Conversion to Pipeline Project and Pump Station 37 Rehabilitation Project

TWDB: Project Number: 21961

NADBank App ID: 41

Proposed Project Funding:

NADBank: \$1,023,802

TWDB: \$1,023,805

Total Project Cost: \$2,047,604

Project Summary

Through the M-5 Canal, the District conveys deliveries to 476 acres of farmland north of La Villa, Texas. In the past three years, the District conveyed an average annual volume of 350 ac-ft of irrigation water. It is estimated that in normal years the District can convey an annual water volume exceeding 900 ac-ft. The M-5 Canal consists of a parabolic section with a five (5) foot average wetted perimeter. The canal embankments were constructed with in-situ earthen material borrowed from adjacent to each side of the canal. It is presumed that in the early nineteen-eighties, the canal was lined with a thin layer of Portland cement concrete. The unreinforced concrete liner has reached its service life and presents serious dilapidation signs. Water leaves the system through the fractures and cracks in the concrete liner. Once in contact with the earthen inner side slope, water seeps through the earthen embankments leaving the system.

Conversion of approximately 11,150 linear feet of the open M-5 Canal to a closed pipeline system. Installation of pipeline segments of varying diameters: 24-inch, 18-inch, and 15-inch pipes. Constructed of solid-wall PVC (SDR-51) or corrugated PVC (ASTM F949). Pipeline to be installed adjacent to the existing canal, allowing the canal to remain largely in service during construction. Construction of Reinforced concrete vent gateway structures

Flow control gates. Reconnection of three lateral canals and thirteen field service outlets. Rehabilitation of Pump Station No. 37 to improve system pressure, flow, and delivery efficiency.

Estimated Water Savings: 73 acre-feet

Donna Irrigation District

Canal Lining of the Lower East Main

TWDB: Project Number: 21962

NADBank App ID: 45

Proposed Project Funding:

NADBank: \$1,150,000

TWDB: \$1,150,000

Total Project Cost: \$2,300,000

Project Summary

Lining a deteriorated section of irrigation canal that currently experiences significant water losses. The proposed improvements include installing a nearly impermeable composite liner system consisting of a geocomposite with a 20-mil polyethylene core bonded between protective nonwoven geotextiles, overlaid with 4 inches of cast-in-place concrete or shotcrete for durability and ballast. This system will effectively eliminate seepage, even at concrete joints. The canal lining will improve water conservation district-wide, benefiting agricultural users and downstream potable water suppliers, including North Alamo Water Supply Corporation, the City of Donna, and Engelman Irrigation District. Additional benefits include reduced pumping and energy costs at the First Lift Pump Station on the Rio Grande, resulting in lower overall operating costs for all district customers.

The project is the lining of 5,250 linear feet of the Lower East Main Canal to conserve 1,346 acre feet per year. Geographically, the section to be lined is at the District's Lower East Main from Vertrees Road to Ivey Road.

Estimated Water Savings: 1,346 acre-feet

Engelman Irrigation District

Main Canal Conversion to Pipeline Project

TWDB: Project Number: 21963

NADBank App ID: 44

Proposed Project Funding:

NADBank: \$160,000

TWDB: \$160,000

Other Funding: \$ 50,000

Total Project Cost: \$370,000

Project Summary

The Main Canal consists of a parabolic section with a 7 foot average wetted perimeter. Through the referenced parabolic section of open canal, the District conveys and deliveries water to 600 acres of farmland. In 2023, the District conveyed an estimated volume of 750 ac-ft of irrigation water. It is estimated that in dry years the District can convey an annual water volume exceeding 1,200 ac-ft.

Installation of approximately 1,320 linear feet of 30-inch diameter pressure-rated PVC pipeline, installed adjacent to the existing Main Canal. Excavation of a trench approximately 6 ft 3 in deep by 6 ft wide, including bedding and haunching with Class III sand and backfilling with compacted native material. Placement of fabricated 30-inch PVC fittings, including 45-degree elbows, to transition the new pipeline and reconnect it to the existing canal. Construction of concrete connection structures and application of hydrophilic sealants to ensure watertight joints at canal tie-ins. Installation of four PVC service reconnections, consisting of Four 30-inch × 12-inch PVC tees connected to the main pipeline, 12-inch PVC service lines with fabricated elbows to reconnect existing field turnouts, Inline control gates and alfalfa valves at each service connection for flow control.

Estimated Water Savings: 34 acre-feet

Harlingen Irrigation District Cameron County No. 1

ABD Canal Conversion to Pipeline Project and Pump Station Relocation

TWDB: Project Number: 21964

NADBank App ID: 40

Proposed Project Funding:

NADBank: \$1,374,816

TWDB: \$1,374,816

Total Project Cost: \$2,749,631

Project Summary

Through the Adams Gardens Main Canal, the District conveys deliveries to 550 acres of farmland south of Harlingen, Texas. The ABD Canal consists of an unlined earthen trapezoidal section with a thirty seven (62) foot average wetted perimeter. The canal embankments were constructed with in-situ earthen material borrowed from adjacent to each side of the canal.

The canal has excessive conveyance capacity for the water demand. The District utilizes 13.5 ac-ft to charge the canal. In 2025, the District conveyed an estimated volume of 1,100 ac-ft of irrigation water through the ABD Canal. In normal years the District conveys an annual water volume exceeding 1,375 ac-ft.

Conversion of approximately 3,000 linear feet of the ABD open canal into a closed pipeline system. Installation of a 42-inch diameter steel-reinforced polyethylene (PE) pipeline. Pipeline is to be installed adjacent to the existing canal, allowing most operations to continue during construction. Reconnection of 3 lateral pipelines & 3 field service outlets. Relocation of an existing pump station to improve system pressure and delivery efficiency.

Installation of Inline gate valves & Control structures for improved operational flexibility.

Estimated Water Savings: 456 acre-feet

Harlingen Irrigation District Cameron County No. 1

Adams Gardens Main Canal Conversion to Pipeline Project

TWDB: Project Number: 21965

NADBank App ID: 39

Proposed Project Funding:

NADBank: \$ 7,749,388

TWDB: \$ 7,749,388

Total Project Cost: \$15,498,776

Project Summary

The project is located at approximately 10 miles southwest of Harlingen, Texas. The project begins at the Adams Gardens River Pumping Station located at approximately 1 mile south of U.S. 281 (Military Rd.) and 3 miles west of Los Indios, TX. From the River Pumping Station, the Main Canal heads north 3 miles to reach the southwest corner of the Adams Gardens Reservoir which will mark the end of the project.

Through the Adams Gardens Main Canal, the District conveys deliveries to 6,600 acres of farmland southwest of Harlingen, Texas. In 2025, the District conveyed an estimated volume of 4,700 ac-ft of irrigation water. In normal years the District conveys an annual water volume exceeding 10,000 ac-ft. The Adams Gardens Main Canal consists of an unlined earthen trapezoidal section with a thirty seven (37) foot average wetted perimeter. The canal embankments were constructed with in-situ earthen material borrowed from adjacent to each side of the canal.

The proposed project is the first phase of the District's master plan aimed to accomplish additional 774 ac-ft of storage compacity and an interconnection between the Adams Gardens Main Canal and Harlingen Main Canal through the Adams Gardens Reservoir with the objective of improving water resiliency. Conversion of approximately 16,500 linear feet of the open Adams Gardens Main Canal into a closed pipeline system. Installation of a 72-inch diameter steel-reinforced polyethylene (PE) pipeline. Construction of associated infrastructure, including new intake structure at the Adams Gardens Reservoir, Automated check gate structure along the canal alignment, & discharge structures and pipework at the River Pumping Station. The pipeline will be installed adjacent to the existing canal, allowing most conveyance operations to continue during construction. Future phases consist of reinforcing the reservoir's embankments, constructing an interconnection to the District's West Main Canal, and lining the West Main Canal to attain conveyance flexibility for the delivery of water for all uses (agricultural, municipal, and industrial). If the entire project (all

phases) is constructed, the District will be able to supply water from either the Harlingen Reservoir or from the Adams Gardens Reservoir. The District will also gain capacity to supply water to the City of Harlingen and surrounding communities during periods of electrical power outage and improve water storage resiliency for these communities.

Estimated Water Savings: 2,157 acre-feet

Hidalgo and Cameron County Irrigation District No. 9

Pipeline Conversion of Canal F

TWDB: Project Number: 21957

NADBank App ID: 49

Proposed Project Funding:

NADBank: \$ 6,000,000

TWDB: \$ 6,000,000

Other Funding: \$2,000,000

Total Project Cost: \$14,000,000

Project Summary:

Construction and installation of a C900 PVC Plastic Irrigation Pipe conveyance system to replace the district's open canal infrastructure. This project initiates its design with double barrel 60" pipes for phase I and transitions to a singular 60" pipe for phase II. At the commencement of phase III, a 48" pipe will be utilized and transition to a 36" for phase IV. The modernizing of the delivery system will transport flows with greater speed, efficiency, and reliability across the district's service area.

Estimated Water Savings: 3,754 acre-feet

Hidalgo County Consolidated Water Control and Improvement District

Lining of the North R-Main Canal and the N-Canal

TWDB: Project Number: 21958

NADBank App ID: 52

Proposed Project Funding:

NADBank: \$ 5,000,000

TWDB: \$ 5,000,000

Total Project Cost: \$10,000,000

Project Summary

The North R-Main Canal is very problematic in terms of leaks and breakage. Hundreds of acres along the canal can no longer be farmed due to seepage. The canal supplies thousands of acres of farmland that will be farmed through the planning horizon. The N-Canal, located at the western boundary of the District, is similarly in deteriorated condition. Parts of the N-Canal have been lined through US Bureau of Reclamation (BOR) WaterSMART Water Energy Efficiency Grants (WEEG) and Texas Water Development Board (TWDB) Agricultural Water Conservation Grants (Ag. Grant).

Water distributed through the N-Canal must be lifted three times, through Pump 8, Pump 14 and Pump 15 (all three stations have multiple pumps), so a significant energy cost savings will be realized by lining the canals being that the District will no longer need to pump the water lost to seepage. All water in the District is diverted by Hidalgo County Irrigation District No. 1 (HCID #1) that charges a 20% loss (1.25 meter factor), their rate structure is per acre foot diverted, meaning that they charge to pump water lost in their system. Each acre foot conserved represents an additional 25% water conservation and 125% of the conserved amount in reduced pumping charges from HCID #1.

Installing new composite canal liners along the North R-Main Canal and the N-Canal to eliminate seepage losses and improve conveyance efficiency. Approximately 9,900 linear feet of the North R-Main will be lined, along with two sections of the N-Canal totaling about 14,400 linear feet, resulting in the full lining of the remaining open N-Canal. The lining system consists of an impermeable geo-composite liner protected by a four-inch reinforced concrete or shotcrete cover with expansion and control joints. These improvements are concentrated in the northern area of the District and build upon previously completed lining segments to create a fully lined canal system.

Estimated Water Savings: 5,068 acre-feet

Hidalgo County Irrigation District No. 1

Main Canal Lining - Check 7 to SH 107

TWDB: Project Number: 21966

NADBank App ID: 34

Proposed Project Funding:

NADBank: \$5,040,671

TWDB: \$5,040,671

Total Project Cost: \$10,081,341

Project Summary

The Project is located in southwest Hidalgo County, Texas, within the Hidalgo County Irrigation District No. 1 boundaries, on present HCID#1 right-of-way. Project goal is to line 5,250 linear feet of earthen canal with geosynthetic fabric liner and four inches of shotcrete, automated gates and SCADA.

Installation of a geosynthetic fabric liner along the canal bottom and side slopes. Placement of four inches (4") of shotcrete over the liner for durability, protection, and ballast. Installation of Automated canal gates & SCADA controls for remote operation and monitoring. These improvements will effectively eliminate seepage and evaporation losses along the project reach.

Estimated Water Savings: 1,032 acre-feet

Hidalgo County Irrigation District No. 1

Main Canal Lining - Ware to Check 7

TWDB: Project Number: 21967

NADBank App ID: 36

Proposed Project Funding:

NADBank: \$4,625,164

TWDB: \$4,625,164

Total Project Cost: \$9,250,327

Project Summary

The Project is located in southwest Hidalgo County, Texas, within the Hidalgo County Irrigation District No. 1 boundaries, on present HCID#1 right-of-way. Project goal is to line 5,250 linear feet of earthen canal with geosynthetic fabric liner and four inches of shotcrete, automated gates and SCADA.

Installation of a geosynthetic fabric liner along the canal bottom and side slopes. Placement of four inches (4") of shotcrete over the liner to provide structural durability & long-term impermeability & Protection against UV exposure and mechanical damage Installation of Automated canal gates & SCADA systems enabling remote monitoring and control. The proposed lining system is designed to virtually eliminate seepage and evaporation losses within the project reach.

Estimated Water Savings: 4,680 acre-feet

Hidalgo County Irrigation District No. 6

Lining and Piping of the 4B Canal and Pump No. 5 Reservoir, Automation of the 4B and Main Canals, Efficiency Improvements to Pump Stations 2 to 5

TWDB: Project Number: 21968

NADBank App ID: 50

Proposed Project Funding:

NADBank: \$8,994,864

TWDB: \$3,137,922

Other Funds: \$2,867,214

Total Project Cost: \$15,000,000

Project Summary

The proposed project is located in Hidalgo County Texas with project components located throughout the entire District. This project involves the improvement of existing infrastructure that has aged and while operational, has become less efficient via wear and damage in addition to being outdated in terms of construction materials and technology. The proposed canal to be lined is the northern portion of the 4B Canal. The southern portion of the 4B Canal has already been relined. The majority of the canal has an existing, but failing, non-reinforced concrete lining with the exception of the Pump No. 5 Reservoir, which is the widened, deepened, northmost end of the 4B canal and is earthen. The Pump No. 5 Reservoir will also be lined in this project.

Variable Frequency Drives (VFDs) are also proposed in this project at the Second Lift Pump Station, Third Lift Pump Station, 4B Pump Station, and Pump No. 5, for optimized operation of electric motor driven pumps at their peak efficiencies for water and energy conservation as well as the optimization of water management within the District and the Rio Grande water system as a whole to benefit the entire region. Control of the pump stations to be improved by this project is entirely manual, requiring an expansive knowledge base of all infrastructure and municipal, agricultural, and industrial water users by District field personnel. This requires intricate coordination between District field personnel in operating pumps, manual check gates and valves to control the flow of water. Water deliveries often travel more than 15 miles from the point of diversion on the Rio Grande to the point of delivery to the District customer. Not only will the proposed improvements to infrastructure conserve water by eliminating losses, the addition of a Supervisory Control and Data Acquisition (SCADA) system at the River Pumping Facility, Second Lift Pump Station, Third Lift Pump Station, 4B Pump Station, Pump No. 5 as well as the Main Canal between the River Pumping Facility and Second Lift Pump Station and 4B Canal for remote monitoring and control will streamline water delivery and provide valuable insight on the entire

conveyance system to quantify the resultant conservation and focus future conservation efforts where they are most beneficial.

Relining approximately 15,100 linear feet of the 4B Canal and the Pump No. 5 Reservoir using an impermeable geocomposite liner covered with four inches of steel-reinforced concrete. In addition, the northernmost 1,408 linear feet of the existing 4B Canal will be converted to a 36-inch PVC pipeline, eliminating seepage across a total of 16,508 linear feet of open canal. The project also includes installation of Variable Frequency Drives (VFDs) on electric pump motors at the Third Lift Pump Station, 4B Pump Station, and Pump Station No. 5 to improve operational control and efficiency. Manual check gates will be replaced with remotely operated flow control and metering gates capable of automation within the existing canal system.

Estimated Water Savings: 1,108 acre-feet

Hidalgo County Irrigation District Number 6

Lining of the Main Canal and New River Pumping Facility

TWDB: Project Number: 21969

NADBank App ID: 51

Proposed Project Funding:

NADBank: \$8,005,136

TWDB: \$8,005,136

Other Funding: \$2,989,728

Total Project Cost: \$19,000,000

Project Summary:

The proposed project is located in Hidalgo County Texas with project components located throughout the entire District. The project components are located within or directly adjacent to the City of La Joya, Texas. The Hidalgo County Irrigation District No. 6 (the District) Main Canal from its existing river pumping facility is presently earthen canal to its reservoirs, where concrete lining begins. All water diverted from the Rio Grande and distributed through its entire conveyance system must first flow through this earthen Main Canal. The existing river pumping facility was constructed over 65 years ago and its equipment sits at an elevation lower than the current IBWC flood control levees, above which the proposed New River Pumping Facility and its equipment will be constructed. The New River Pumping Facility will be constructed adjacent to the existing river pumping facility on the same District-owned property. A Supervisory Control and Data Acquisition (SCADA) system will be furnished and installed in the proposed project with a Central Terminal Unit (CTU) at the District office and Remote Terminal Units (RTUs) at the New River Pumping Facility and the District's Second Lift Pump Station for remote operation of the proposed pumps and flow control and flow control and metering gates.

The project includes lining approximately 6,200 linear feet (1.17 miles) of the District's Main Canal from the river pumping facilities to the Second Lift Pump Station using an impermeable geosynthetic liner covered with four inches of reinforced concrete. A reinforced concrete metering wall with three 60-inch by 60-inch gates, including metering and remote monitoring capabilities, will be constructed near the upstream end of the Main Canal. The project also includes construction of the New River Pumping Facility, consisting of a sheet pile and reinforced concrete intake structure, an elevated open-air pump station with a metal roof, and two pumps—one natural gas engine-driven and one electric motor-driven with a Variable Frequency Drive (VFD). Each pump will discharge through a 42-inch ductile iron pipeline into the Main Canal at a reinforced concrete headwall equipped with flap gates to prevent backflow.

Estimated Water Savings: 966 acre-feet

La Feria Irrigation District Cameron County #3

Infrastructure and Conservation Investments for Immediate and Longstanding Water Savings by the La Feria Irrigation District Cameron County #3 in South Texas

TWDB: Project Number: 21959

NADBank App ID: 42

Proposed Project Funding:

NADBank: \$6,000,000

TWDB: \$6,000,000

Other Funds: \$ 702,914

Total Project Cost: \$12,702,914

Project Summary

La Feria Irrigation District Cameron County No. 3 is located in the Lower Rio Grande Valley in Cameron County, Texas, along the Texas–Mexico border, and pumps water from the Rio Grande River.

The District’s southern boundary extends to the Rio Grande and it operates two pump stations, one at the Rio Grande River directly south of La Feria, Texas and the other next to its District reservoir south of La Feria. The District is exclusively located in Cameron County but also benefits Willacy County by supplying water to the rural Sebastian MUD.

Existing conveyance assets include 22.5 miles of concrete-lined canals (constructed in the 1960s), 21.3 miles of unlined canals (installed 1914–1920s; “fair condition”), and ~120 miles of pipelines.

The District plans to convert 5 canals that currently each deliver approximately 27 CFS with 36-inch PVC pipelines. The existing canals are old concrete lined canals that are in disrepair. The 5 canals are located in 5 different locations throughout the service area of the District.

Estimated Water Savings: 2,721.33 acre-feet

United Irrigation District

Lining of the Mission Main Canal and the Bryan Canal

TWDB: Project Number: 21960

NADBank App ID:48

Proposed Project Funding:

NADBank: \$ 5,000,000

TWDB: \$ 5,000,000

Total Project Cost: \$10,000,000

Project Summary

The project includes relining approximately 3,000 linear feet of the Mission Main Canal and 22,060 linear feet of the Bryan Canal, both of which are in poor condition and have not been relined in over 50 years. These canals are hydraulically interconnected with the recently constructed Pump Station E458, allowing either canal to supply northern areas of the District. The improvements strengthen system redundancy and conveyance capacity and support continued operation of interconnected laterals, including completion of additional phases of Lateral N to expand conveyance north of the District boundary.

Estimated Water Savings: 3,345 acre-feet

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO CAMERON COUNTY IRRIGATION DISTRICT NO. 6
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$6,500,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Cameron County Irrigation District No. 6 (District), located in Cameron County, Texas, seeks financial assistance in the amount of \$6,500,000, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21953.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21953 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$6,500,000, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the Cameron County Irrigation District No. 6 for a grant in the amount of \$6,500,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A GRANT
TO CAMERON COUNTY IRRIGATION DISTRICT NO. 2
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$6,000,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Cameron County Irrigation District No. 2 (District), located in Cameron County, Texas, seeks financial assistance in the amount of \$6,000,000, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21954.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21954 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$6,000,000, as is more specifically set forth in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Cameron County Irrigation District No. 2 for a grant in the amount of 6,000,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2026.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE DELTA LAKE IRRIGATION DISTRICT
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$2,215,043

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Delta Lake Irrigation District (District), located in Hidalgo and Willacy Counties, Texas, seeks financial assistance in the amount of \$2,215,043, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21955.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21955 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$2,215,043, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Delta Lake Irrigation District for a grant in the amount of \$2,215,043 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE DELTA LAKE IRRIGATION DISTRICT
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$529,089

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Delta Lake Irrigation District (District), located in Hidalgo and Willacy Counties, Texas, seeks financial assistance in the amount of \$529,089, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21956.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21956 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$529,089, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Delta Lake Irrigation District for a grant in the amount of \$529,089 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September, 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE DELTA LAKE IRRIGATION DISTRICT
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$1,023,802

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Delta Lake Irrigation District (District), located in Hidalgo and Willacy Counties, Texas, seeks financial assistance in the amount of \$1,023,802, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21961.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21961 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$1,023,802, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Delta Lake Irrigation District for a grant in the amount of \$1,023,802 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE DONNA IRRIGATION DISTRICT
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$1,150,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Donna Irrigation District (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$1,150,000, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21962.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21962 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$1,150,000, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Donna Irrigation District for a grant in the amount of \$1,150,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE ENGELMAN IRRIGATION DISTRICT
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$160,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Engelman Irrigation District (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$160,000, to finance certain water infrastructure system improvements, identified as Project No. 21963.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21963 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$160,000, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Engelman Irrigation District for a grant in the amount of \$160,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE HARLINGEN IRRIGATION DISTRICT CAMERON COUNTY NO. 1
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$1,374,816

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Harlingen Irrigation District Cameron County No. 1 (District), located in Cameron County, Texas, seeks financial assistance in the amount of \$1,374,816, to finance certain water infrastructure system improvements, identified as Project No. 21964.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21964 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$1,374,816, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Harlingen Irrigation District Cameron County No. 1 for a grant in the amount of \$1,374,816 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE HARLINGEN IRRIGATION DISTRICT CAMERON COUNTY NO. 1
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$7,749,388

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Harlingen Irrigation District Cameron County No. 1 (District), located in Cameron County, Texas, seeks financial assistance in the amount of \$7,749,388, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21965.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21965 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$7,749,388, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Harlingen Irrigation District Cameron County No. 1 for a grant in the amount of \$7,749,388 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement

must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A GRANT
TO HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT #9
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$6,000,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Hidalgo and Cameron Counties Irrigation District #9 (District), located in Hidalgo and Cameron County, Texas, seeks financial assistance in the amount of \$6,000,000, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21957.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21957 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$6,000,000, as is more specifically set forth in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Hidalgo and Cameron Counties Irrigation District #9 for a grant in the amount of \$6,000,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A GRANT
TO HIDALGO COUNTY CONSOLIDATED
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 18
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$5,000,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Hidalgo County Consolidated Water Control and Improvement District No. 18 (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$5,000,000, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21958.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21958 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$5,000,000, as is more specifically set forth in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Hidalgo County Consolidated Water Control and Improvement District for a grant in the amount of \$5,000,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A GRANT
TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 1
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$5,040,671

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Hidalgo County Irrigation District No. 1 (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$5,040,671, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21966.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21966 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$5,040,671, as is more specifically set forth in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Hidalgo County Irrigation District No. 1 for a grant in the amount of \$5,040,671 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A GRANT
TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 1
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$4,625,164

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Hidalgo County Irrigation District No. 1 (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$4,625,164, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21967.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21967 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$4,625,164, as is more specifically set forth in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Hidalgo County Irrigation District No. 1 for a grant in the amount of \$4,625,164 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A GRANT
TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$3,137,922

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Hidalgo County Irrigation District No. 6 (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$3,137,922, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21968.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21968 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$3,137,922, as is more specifically set forth in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Hidalgo County Irrigation District No. 6 for a grant in the amount of \$3,137,922 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A GRANT
TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$8,005,136

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The Hidalgo County Irrigation District No. 6 (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$8,005,136, to finance certain water supply/water infrastructure system improvements, identified as Project No. 21969.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21969 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$8,005,136, as is more specifically set forth in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Hidalgo County Irrigation District No. 6 for a grant in the amount of \$8,005,136 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE LA FERIA IRRIGATION DISTRICT CAMERON COUNTY NO. 3
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$6,000,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The La Feria Irrigation District Cameron County No. 3 (District), located in Cameron County, Texas, seeks financial assistance in the amount of \$6,000,000, to finance certain water infrastructure system improvements, identified as Project No. 21959.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21959 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$6,000,000, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to La Feria Irrigation District Cameron County #3 for a grant in the amount of \$6,000,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
10. Before release of funds for construction, the District must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements and rights-of-way have been completed or, if all acquisitions have not been completed, evidence that the applicant has the legal authority necessary to complete the acquisitions.

The Following Conditions Must Be Included in the Grant Agreement:

1. The Grant Agreement must contain a provision that the District agrees to comply with all of the conditions set forth in the TWDB Resolution. The Grant Agreement must contain a provision that the TWDB may exercise all remedies available to it in

law or equity, and any provision of the Grant Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

2. The Grant Agreement must provide that the District will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.
3. Financial assistance funds are public funds and, as such, the Grant Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257
4. The Grant Agreement must provide that the District must submit an affidavit of self-certification that all required environmental coordination has been completed.
5. The Grant Agreement must provide that no funds for acquisition, design, and construction funding will be released until the affidavit of self-certification regarding environmental coordination is received by TWDB.
6. The Grant Agreement must contain a provision requiring the District to maintain insurance coverage sufficient to protect the TWDB's interest in the project.
7. The Grant Agreement must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project and no later than September 1, 2031.
8. The Grant Agreement must include a provision stating that the District must use or return any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator. The Grant Agreement must include a provision stating that the District must return any interest earned on the grant funds.

APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE
TO THE UNITED IRRIGATION DISTRICT
THROUGH A WATER SUPPLY AND INFRASTRUCTURE GRANT
IN THE AMOUNT OF \$5,000,000

(26 -)

Recitals:

The 89th Texas Legislature, through House Bill 500, 89th Leg. R.S., Article 6, § 6.02 appropriated to the Texas Water Development Board (TWDB) \$1,038,000,000 out of the General Revenue Fund for the purpose of water infrastructure and supply projects and grants. The United Irrigation District (District), located in Hidalgo County, Texas, seeks financial assistance in the amount of \$5,000,000, to finance certain water infrastructure system improvements, identified as Project No. 21960.

The Water Supply and Infrastructure Grants Implementation Plan allocated \$100,000,000 to be used for canal lining and conversion projects to be funded jointly with the North American Development Bank (NADBank). NADBank selected Project No. 21960 for funding through NADBank's Water Resiliency Fund.

The District seeks financial assistance from the TWDB through execution of a Grant Agreement in the amount of \$5,000,000, as is more specifically set forth in the application and in recommendations of the TWDB's staff.

In accordance with its duties and responsibilities under Texas Water Code § 6.012, the TWDB has considered all matters required by law and in particular the instructions of the 89th Legislature.

Findings:

The TWDB hereby finds that the project is eligible to receive funds in accordance with House Bill 500, 89th Leg. R.S., Article 6, § 6.02.

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to United Irrigation District for a grant in the amount of \$5,000,000 for a Water Supply and Infrastructure Grant. This commitment will expire on January 31, 2027.

This commitment is conditioned as follows:

Standard Conditions:

1. This commitment is contingent upon the District's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement.

2. This commitment is contingent upon the District executing a Grant Agreement in a form and substance acceptable to the Executive Administrator.
3. Financial assistance funds shall not be used by the District when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The Grant Agreement shall include an environmental indemnification provision wherein the District agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the District, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.
4. Before closing, and if not previously provided with the application, the District must submit an executed engineering contract as appropriate for the project scope of work, in a form and substance satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator.
5. Before closing, the District shall execute an escrow agreement approved as to form and substance by the Executive Administrator and shall submit that executed agreement to the TWDB.
6. Before closing, the District shall submit to the escrow agent a closing memo signed by the Executive Administrator.
7. The District must abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F.
8. The District must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).
9. The District shall submit progress reports with sufficient documentation on costs on a quarterly basis to allow for the timely distribution of the grant funds.
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APPROVED and ordered of record this 10th day of September 2026.

TEXAS WATER DEVELOPMENT BOARD

L'Oreal Stepney, P.E., Chairwoman

DATE SIGNED: _____

ATTEST:

Bryan McMath, Executive Administrator