

REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY
Wednesday October 11, 2023, at 6:00 PM
850 Lakeside Pass, New Braunfels, TX 78130

**This meeting is to be conducted in person only at the Canyon Regional Offices located at
850 Lakeside Pass, New Braunfels, Texas**

This Notice is posted pursuant to the Texas Open Meeting Act (Chapter 551, Texas Government Code). The Board of Trustees of Canyon Regional Water Authority (CRWA) will hold a meeting in person at 6:00 P.M., **Wednesday October 11, 2023**, in the Board Room. The public may observe this meeting in person. Additional information can be obtained by calling: (830) 609-0543. The CRWA Board of Trustees may consider, discuss, and take action on any of the matters identified below.

Item 1 CALL TO ORDER

Item 2 BOARD ROLL CALL

Item 3 INVOCATION AND PLEDGE OF ALLEGIANCE

Item 4 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEE

Item 5 PUBLIC COMMENTS

- A. Comments on non-agenda items - no discussion from the Board, 3-minute time limit.
- B. Comments on specific items on this agenda – discussion from/with the Board may be allowed; 3-minute time limit per citizen. Time may not be "shared or ceded" to another citizen.

Members of the public wishing to make public comment during the meeting must register by emailing hdiaz@crwa.com prior to the meeting. Written comments may also be submitted. If you wish to speak, please state your name.

Item 6 CONSENT ITEMS

All items listed below are considered to be routine and non-controversial by the Board and will be considered by one motion. There will be no separate discussion of these items unless a Board member so requests, in which case the item will be removed from the consent agenda and will be considered as part of the order of business.

- A. CRWA 23-10-058
Adopt Resolution 23-10-058 approval of Board of Trustees meeting minutes of September 11, 2023
- B. CRWA 23-10-059
Adopt Resolution 23-10-059 approval of August 2023 Financial Report and Check Register Report until audited
- C. CRWA 23-10-060
Adopt Resolution 23-10-060 approval of Fourth Quarter FY2023 Investment Report

Item 7 PRESENTATIONS/DISCUSSIONS

- A. Update on Proposed Hays Caldwell Pipeline
- B. Update on Wheeling Agreement with Maxwell SUD for delivery of Hays Caldwell water
- C. Emergency Preparedness – Freezing Weather Response Plan

- D. Risk and Resilience Assessment and Cybersecurity Policy
- E. Open Positions – (Assistant GM and Project Engineer)
- F. Status of RFQ for General Counsel
- G. PFAS Class Action Litigation
- H. Update on Award of PFAS Grant Application
- I. Nanostone Membrane Performance and Potential Settlement of Dispute with Nanostone

Item 8 CRWA STAFF REPORTS

(Updates from written reports by staff, legal counsel, and others)

- A. Canyon Lake Level and Drought Report ~ *Staff*
- B. Water Treatment, Storage, and Transmission Operations ~ *Staff*
 - o Lake Dunlap WTP:
 - Production
 - Taste and odor
 - PFAS test results
 - SOQs for Engineering Design Services
 - o Hays Caldwell WTP:
 - Production
 - Pall mobile membrane filtration
 - o Wells Ranch WTP:
 - Production
 - Well rehabilitation and pump repairs
- C. Wells Ranch III Project ~ *Staff*
 - o Draft Water Supply and Treatment Contract
 - o Groundwater leasing and permitting
- D. South Texas Regional Water Planning Group – Region L ~ *Staff*
- E. Guadalupe River Habitat Conservation Plan ~ *Staff*
- F. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
- G. Legal and legislative matters ~ *Legal Counsel and Staff*

Item 9 CRWA COMMITTEE REPORTS

Budget Committee: Nothing to report ~ *Committee Chairwoman*

Policy and Legislative Committee: Comments and updates on CRWA policies ~ *Committee Chairman*

Construction Committee and Reports on Matters Related to CRWA Construction/Infrastructure Projects:

- A. Project Status Comments and Updates on Committee Activity ~ *Committee Chairman*
- B. Project updates from and written reports by engineering consultants, staff, and others:
 - o Alliance Regional Water Authority participation ~ *Alliance*

- Geographic Information System (GIS) ~ *Staff and UEG*
- TxDOT/CRWA IH-10 (Santa Clara & Zuehl) Pipeline Encasement ~ *Staff and UEG*
- TxDOT/CRWA FM 1518 Transmission Line Project ~ *Staff and UEG*
- CRWA Standards and Specifications ~ *Staff and UEG*
- CRWA Master Plan update ~ *Staff*
- Wells Ranch III WTP Optimization and Conceptual Pipeline Designs ~ *Trihydro Engineering*
- Hays Caldwell WTP Facility Improvements:
 - Membrane filter replacement ~ *Ardurra*
 - Exterior to Filter Building status report on approvals, funding, and construction ~ *Ardurra*

Item 10 **GENERAL BUSINESS**

- A. CRWA 23-10-061 Concerning approval of amendments to CRWA Bylaws (Policy and Legislative Committee Chairman)
Adopt Resolution 23-10-61 amending the CRWA Bylaws.
- B. CRWA 23-10-062 Concerning ratification of NewGen Strategies Contract (CRWA Staff)
Adopt Resolution 23-10-062 approving the General Manager's execution of a contract with NewGen Strategies concerning an updated analysis for establishing rates related to the 2021 Hays Caldwell Water Supply and Treatment Agreement at a cost not to exceed \$12,500.
- C. CRWA 23-10-063 Concerning allocation of administrative costs in the FY2024 Budget (CRWA Staff)
Adopt Resolution 23-10-063 correcting the percentage allocation of administrative costs in the FY2024 Budget based on the cost of service. The administrative cost total of \$2,373,362.17 in the FY2024 Budget is unchanged.
- D. CRWA 23-10-064 Concerning Master Engineering Services Agreement and Scope of Work for Garver (CRWA Staff)
Adopt Resolution 23-10-064 authorizing CRWA Staff to negotiate a scope work and Master Engineering Services Agreement with Garver for the Lake Dunlap Water Treatment Plant Improvements Project.
- E. CRWA 23-10-065 Concerning use of professional recruiting services (CRWA Staff)
Adopt Resolution 23-10-065 authorizing CRWA to negotiate a scope of work and contract with Strategic Government Resources (SGR) for professional recruiting services to fill the open Assistant General Manager and Project Engineer positions.
- F. CRWA 23-10-066 Concerning an Engineering Services contract with Hanson Professional Services Inc. (CRWA Staff)
Adopt Resolution 23-10-066 authorizing CRWA to enter into a Master Engineering Services Agreement with Hanson Professional Services Inc., a Delaware corporation.
- G. CRWA 23-10-067 Concerning Authorization of CRWA Staff to Negotiate and Execute a Water Line Easement for the Flora Meadows Subdivision in Bexar County, Texas (CRWA Staff)
Adopt Resolution 23-10-067 authorizing CRWA staff and counsel to negotiate a water line easement related to real property located near the intersection of IH 10 and Pfeil Rd. in Bexar County, Texas; authorizing the General to execute the easement in final, recordable form; and requiring ratification of the easement by the Board of Trustees at the meeting immediately following execution.

Item 11 **EXECUTIVE SESSION**

The Board of Trustees will meet in a closed session to discuss the following items pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, Sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code.

- A. In accordance with Section 554.074(a), Texas Government Code, the Board will meet in a closed session to deliberate the employment, evaluation and duties of the General Manager of the Authority

(requested by Humberto Ramos).

- B. In accordance with Section 554.074(a), Texas Government Code, the Board will meet in a closed session to deliberate the appointment, employment and duties of a potential successor to the position of General Manager of the Authority, and formulation of a succession plan for such position *(requested by Humberto Ramos).*

Item 12 RETURN TO OPEN MEETING

The Board may consider, deliberate, and take action on any item discussed in Executive Session.

Item 13 FUTURE BOARD MEMBER AGENDA ITEMS

Item 14 Adjourn the meeting

NOTICE: The Board of Trustees may meet in a closed session to discuss any item listed above pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code. All deliberations and formal action will occur in open session.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	CONSENT AGENDA ITEM BOARD OF TRUSTEES MEETING MINUTES OF SEPTEMBER 11, 2023	CRWA 23-10-058

INITIATED BY

JOHN KAUFMAN / HANNA DIAZ

STAFF RECOMMENDATION

Approve the Minutes of the Regular Board Meeting of the Board of Trustees held on September 11, 2023, as amended, or not amended.

BACKGROUND INFORMATION

The minutes of the meeting are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-058

BE IT RESOLVED that the Minutes of the Regular Meeting of the Board of Trustees held on September 11, 2023, as amended, or not amended, are approved.

Adopted this 11th day of October 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**MINUTES
REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY
BOARD OF TRUSTEES**

Regular meeting:

The Canyon Regional Water Authority (CRWA) Board of Trustees met for a regular meeting in person on Monday, September 11, 2023, at 6:00 p.m.

The following individuals attended the meeting:

Board of Trustees:		CRWA Staff:		Board of Managers and Others:	
Timothy Fousse	Brandon Rohan	John Kaufman	Hanna Diaz	Pat Allen	David Kneuper
Ted Gibbs	Marc Gilbert	Adam Telfer	Joan Wilkinson	Louis Rosenberg	David Rabago
Martin Poore	Steve Cooper	David McMullen	Fran Powers	Trey Wilson	Daniel Smith
Humberto Ramos	Christina Miller			Byron Sanderfer	Graham Moore
Theresa Scheel	Steve Fonville			Justin Ivicic	Greg Garver
Randy Schwenn	James Forssell				
Doris Steubing	Mabel Vaughn				
Regina Franke	Clint Ellis				

Item 1 CALL TO ORDER

» President Timothy Fousse opened the meeting at approximately 6:01 p.m.

Item 2 BOARD ROLL CALL

» Sixteen (16) Board members were present.

Item 3 INVOCATION AND PLEDGE OF ALLEGIANCE

Item 4 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEE

» Humberto Ramos took the Oath and Statement of Office.

Item 5 PUBLIC COMMENTS

- A. Comments on non-agenda items - no discussion from the Board, 3-minute time limit.
- B. Comments on specific items on this agenda – discussion from/with the Board may be allowed; 3-minute time limit per citizen. Time may not be “shared or ceded” to another citizen.

Members of the public wishing to make public comment during the meeting must register by emailing hdiaz@crwa.com prior to the meeting. Written comments may also be submitted. If you wish to speak, please state your name.

Item 6 CONSENT ITEMS

All items listed below are considered to be routine and non-controversial by the Board and will be considered by one motion. There will be no separate discussion of these items unless a Board member so requests, in which case the item will be removed from the consent agenda and will be considered as part of the order of business.

- A. CRWA 23-09-050
Adopt Resolution 23-09-050 approval of Board of Trustees meeting minutes of August 14, 2023
- B. CRWA 23-09-051
Adopt Resolution 23-09-051 approval of July 2023 Financial Report and Check Register Report until audited.

- » Humberto Ramos made a motion to approve Resolution 23-09-050 and Resolution 23-09-051.
- » Vice President Brandon Rohan seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes.

Item 7 Presentations / Discussions

- A. Hays Caldwell Water Treatment Plant Wheeling Agreement Notice
 - » Trey Wilson spoke on the Wheeling Agreement from 2001 that Canyon Regional entered with Maxwell Special Utility District (formerly known as Maxwell Water Supply Company). This agreement allowed Canyon Regional to utilize certain capacities in Maxwell’s pipeline to deliver treated water from the Hays Caldwell Project. The contract contains a provision allowing Maxwell to exercise a right, with notice, to utilize the full capacity of the pipeline. Maxwell SUD exercised that right on August 9, 2023, by way of letter. The effect of this is there is pressure on Canyon Regional to replace the pipeline capacity and find a substitute way of transporting water from the Hays Caldwell project to County Line SUD, among others. There is a 12-month timeline.

- B. County Line SUD Pipeline Project Notice and Demand Letter
 - » Mr. Wilson reported on a letter received from the attorney that represents County Line SUD on August 31, 2023. The letter is a reminder from County Line that there are issues that require timely attention, one of which is the pipeline, and how the water will be transferred from the Hays Caldwell Water Treatment Plant to County Line SUD. The letter is fashioned as a formal request and contains language that implicates a demand. The demand from County Line SUD, after speaking with their attorney, is that they want to see constructive action from Canyon Regional toward constructing the pipeline and moving forward with approving the engineering analysis of the membrane replacement project that is underway with Ardurra.

- C. October 9 Board Meeting (Columbus Day)
 - » The October 9, 2023, Board of Trustees Meeting will be moved to October 11, 2023.

Item 8 CRWA STAFF REPORTS

(Updates from written reports by staff, legal counsel, and others)

- A. Drought Report
- B. Water Treatment, Storage, and Transmission operations
 - o Lake Dunlap WTP:
 - Production
 - Taste and Odor
 - PFAS test results
 - SOQs for Engineering Design Services
 - o Hays Caldwell Water Treatment Plant:
 - Production
 - Pall mobile membrane filtration
 - o Wells Ranch Water Treatment Plant:
 - Production
 - PFAS test results
 - Well rehabilitation and pump repairs
- C. Wells Ranch III Project ~ *Staff*
 - o Draft Water Supply and Treatment Contract
 - o Groundwater leasing and permitting
- D. South Texas Regional Water Planning Group – Region L ~ *Staff*
- E. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
- F. Legal and legislative matters ~ *Legal Counsel and Staff*
 - » **Drought Report** ~ Adam Telfer reported on the drought. As of September 11, 2023, Canyon Lake’s level is 891.80 ft. mean sea level. At 890 ft. mean sea level, GBRA will issue the second trigger for drought restrictions, which is a 10% reduction in average flow. CRWA will have to look at the flow from prior years of the same month and reduce the flow by 5-10%. In the CRWA Drought

Contingency Plan, the 10% reduction is voluntary.

- » **Water Treatment, Storage, and Transmission Operations** ~ The staff did not add any new information to the written report. John Kaufman did note that CRWA had a recent meeting, where the selection committee reviewed engineering services for the Lake Dunlap facility. Four engineering services were selected for interviews on September 25, 2023.
- » **Lake Dunlap** ~ The staff did not add new information to the written report.
- » **Hays Caldwell Water Treatment Plant** ~ The staff did not add any new information to the written report.
- » **Wells Ranch Water Treatment Plant** ~ The staff did not add any new information to the written report.
- » **Wells Ranch III Project** ~ The staff did not add new information to the written report.
- » **South Texas Regional Water Planning Group – Region L** ~ The staff did not add any new information to the written report.
- » **Groundwater Districts of Guadalupe and Gonzales Counties** ~ There is nothing to add from staff.
- » **Legal and Legislative Matters** ~ Mr. Wilson made an announcement that the mediation with Trihydro Engineering concerning the generator claim at Wells Ranch Water Treatment Plant will be conducted at the very end of October or the first few days of November. President Fousse has put together a panel to attend the mediation comprised of himself, Vice President Brandon Rohan, Mr. Kaufman, Steve Cooper, Mr. Wilson, and Steve Kanetzky. There will be a report on the outcome when it happens. Louis Rosenberg will continue working with the Policy Committee and Ted Gibbs.

Item 9

CRWA COMMITTEE REPORTS

Budget Committee: Comments and Update on Draft FY 2024 Budget ~ *Committee Chairwoman*

- » Regina Franke gave the report on behalf of the Budget Committee. The proposed budget for the FY 2024 was taken to the Board of Managers. The biggest increase was in personnel. A new Operator position and Assistant General Manager position were added, while keeping all current positions. There was a significant increase in the cost for insurance and added the 50% coverage for dependent cost. The increase in personnel also includes the 5% COLA and 3% Merit, as well as adding short-term disability and additional life insurance.

Policy and Legislative Committee: Comments and Updates on CRWA Policies ~ *Committee Chairman*

- » Ted Gibbs gave the report for the Policy Committee. The Personnel Policy is mostly done, the document is being reformatted. The General Manager's job description is started and mostly completed. The Bylaws have been completed. The Treasurer's duties have been thoroughly discussed on three separate occasions but remain contentious. Mr. Gibbs intends to add the Bylaws to the next agenda to discuss changes to the Bylaws. The next Policy and Legislative Committee is September 26, 2023, in which the final edits to the Personnel Policy will be discussed.

Construction Committee and Reports on Matters Related to CRWA Construction/Infrastructure

Projects: Project Status Comments and Updates on Committee Activity ~ *Committee Chairman*

- » Vice President Rohan gave the following report:
 - ♦ TxDOT/CRWA FM 1518 Transmission Line Project ~ Utility Engineering Group identified RAM Construction as a successful bidder for this project. UEG recommended them to the Construction Committee. This project is partially reimbursable, and the amount came in under budget. The project budget was \$750,000, but it came in at \$731,420.79.
 - ♦ TxDOT/ Hays County/ Crystal Clear/ CRWA FM 621/ CR 266 Water Line Relocation Project ~ The work has been completed.
 - ♦ GIS ~ UEG continues working on the GIS.
 - ♦ CRWA Standards and Specifications ~ UEG is working on the Standards and Specifications. UEG has provided a draft to CRWA Staff. There are 4 weeks remaining on the project.
 - ♦ Hays Caldwell Water Treatment Plant Facility Improvements ~ The Pall Unit continues to work, but it is important to move forward in finding a permanent solution. The Hays Caldwell group met and noticed a time sensitive task and gave Canyon Regional some direction on how to proceed. Those tasks will be put in as an agenda item later.

- ♦ Master Plan ~ The Plan started to be generated approximately 2 years ago. Since then, population projections have changed. Vice President Rohan suggests putting the Master Plan as complete, and not make any other changes to it other than the population demands to ensure accurate numbers.
 - ♦ County Line SUD Pipeline ~ This project needs to move forward as quickly as possible. Humberto Ramos commented on the County Line Pipeline project asking what the next steps are. Vice President Rohan stated the Hays Caldwell groups need to have a meeting to determine how the project gets funded as well as other aspects.
- » Project updates from and written reports by engineering consultants, staff, and others:
 - ♦ Alliance Regional Water Authority participation ~ *Alliance*
 - ♦ Geographic Information System (GIS) ~ *Staff and UEG*
 - ♦ TxDOT/CRWA IH-10 (Santa Clara & Zuehl) Pipeline Encasement ~ *Staff and UEG*
 - ♦ TxDOT/CRWA FM 1518 Transmission Line Project ~ *Staff and UEG*
 - ♦ CRWA Standards and Specifications ~ *Staff and UEG*
 - ♦ TxDOT/Hays County/Crystal Clear/CRWA FM 621/CR 266 Water Line Relocation Project ~ *Staff*
 - ♦ CRWA Master Plan update ~ *Staff*
 - ♦ Wells Ranch III WTP Optimization and Conceptual Pipeline Designs ~ *Trihydro Engineering*
 - ♦ Hays Caldwell WTP Facility Improvements:
 - Membrane filter replacement ~ *Staff*
 - Exterior to Filter Building status report on approvals, funding, and construction ~ *Ardurra*
 - » Alliance Regional Water Authority participation ~ Graham Moore of Alliance did not add anything to the written report.
 - » Geographic Information System (GIS) ~ David Kneuper of UEG did not add anything to the written report.
 - » TxDOT/CRWA IH-10 (Santa Clara & Zuehl) Pipeline Encasement ~ Mr. Kneuper did not add anything to the written report.
 - » TxDOT/CRWA FM 1518 Transmission Line Project ~ see item 10C.
 - » CRWA Standards and Specifications ~ Mr. Kneuper did not add anything to the written report.
 - » TxDOT/ Hays County/Crystal Clear/CRWA FM 621/CR 266 Water Line Relocation Project ~ David McMullen gave the report. The project is completed, and CRWA is waiting for the invoice from Crystal Clear.
 - » CRWA Master Plan Update ~ David Rabago with Trihydro did not add anything to the written report.
 - » Wells Ranch III Water Treatment Plant Optimization and Conceptual Pipeline Designs ~ Mr. Rabago reported that Trihydro is slated to provide a draft report to CRWA by September 22, 2023.
 - » Hays Caldwell Water Treatment Plant Facility Improvements:
 - ♦ Membrane filter replacement ~ see item 10B.
 - ♦ Exterior to Filter Building status report on approvals, funding, and construction ~ Byron Sanderfer with Ardurra did not add anything to the written report.

Item 10 GENERAL BUSINESS

- A. CRWA 23-09-052 Concerning approval of FY 2024 Budget (CRWA Board Treasurer and Staff)
Adopt Resolution 23-09-052 approval of CRWA FY 2024 Budget
 - » Ted Gibbs made a motion to approve Resolution 23-09-052.
 - » Randy Schwenn seconded the motion.
 - » President Fousse called for a vote. The motion passed with 16 aye votes.
- B. CRWA 23-09-053 Concerning approval of Engineering Services Agreement with Ardurra Group, Inc. (CRWA Staff)
Adopt Resolution 23-09-053 approval of a partial engineering scope of work with Ardurra Group, Inc. ("Ardurra") for preliminary design services of the Hays Caldwell WTP Membrane Improvement Project

for a cost not to exceed \$110,528.00 and approve a corresponding reimbursement resolution.

- » Humberto Ramos commented to thank the Board.
- » Humberto Ramos made a motion to approve Resolution 23-09-053.
- » Regina Franke seconded the motion.
- » Trey Wilson commented to ensure there is a service order conducted with the scope of work. There is not a completed service order currently.
- » Humberto Ramos amended his motion to include a completed work order by the October meeting for ratification.
- » Regina Franke seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes.

C. CRWA 23-09-054 Concerning approval of a Contract with RAM Utilities, LLC for the FM 1518 Transmission Line Relocation Project (CRWA Staff)

Adopt Resolution 23-09-054 approval of a construction contract with RAM Utilities, LLC for the TXDOT/CRWA FM 1518 transmission line relocation project at a cost not to exceed \$731,420.79.

- » David Kneuper spoke in reference to this matter. On August 29, 2023, CRWA had open bids for the project. Of the 4 bids received, 3 were qualified. The project is partially reimbursable, about 20% reimbursable. This project is included in the FY 2023 budget.
- » Brandon Rohan made a motion to approve Resolution 23-09-054.
- » Doris Steubing seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes.

D. CRWA 23-09-055 Concerning approval of a Contract with NewGen Strategies & Solutions (CRWA Staff)

Adopt Resolution 23-09-055 approval of a contract with NewGen Strategies & Solutions to develop an analysis of fixed cost blending for Lake Dunlap and Wells Ranch Operating Expenses at a cost not to exceed \$17,500.00.

- » Joan Wilkinson spoke in reference to this matter. GBRA out of basin water has to come in basin. SAWS, Springs Hill, and Green Valley water should come from Wells Ranch and not Lake Dunlap. CRWA is getting to the point that the water molecules cannot be divided on where they need to go. Wells Ranch and Lake Dunlap water is being processed and sent out into the system. Currently the expenses are being divided between Wells Ranch and Lake Dunlap. This Resolution will help see what NewGen [Strategies and Solutions] recommendation is for blending the fixed operations and maintenance cost and the water cost between Wells Ranch and Lake Dunlap.
- » Doris Steubing made a motion to approve Resolution 23-09-055.
- » Randy Schwenn seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes.

E. CRWA 23-09-056 Concerning approval of additional Life Insurance Benefits through TCDRS (CRWA Staff)

Adopt Resolution 23-09-056 approval of additional life insurance benefits for CRWA employees through TCDRS at a rate of 0.17% of wages. This cost is included in the FY 2024 Budget for a total of \$3, 413.00.

- » Regina Franke made a motion to approve Resolution 23-09-056.
- » Brandon Rohan seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes.

F. CRWA 23-09-057 Concerning a New Rate Methodology for Hays Caldwell Water Treatment Plant Participating Members (Trustee Doris Steubing)

Adopt Resolution 23-09-057 to take appropriate action regarding the Amended and Restated Regional (Hays and Caldwell Counties Area) Water Supply and Treatment Contract, made effective February 9, 2021, including but not limited to, directing CRWA staff to develop a new rate methodology for Participating Members who exceed their annual allotment of water under the Contract.

- » Doris Steubing spoke in reference to this matter. A participating member has more water from the plant than the total amount allocated to them in the contract. The participating member did not pay the full dollar amount, and each of the other participating members paid for the water that is

allocated to them. The cost stated in the agreement is \$3.25 per 1000 gallons of water. The participating member that took more water than allocated paid 0.73 per thousand gallons. This Resolution will require CRWA Staff to work with NewGen [Strategies and Solutions] without delay to redetermine each participating member's annual requirement and to recommend an equitable rate, that any member taking more than the allocated capacity of water under the agreement should have to pay for the excess water.

- » Regina Franke commented. Crystal Clear is the participating member that was discussed as taking excess water. Mrs. Franke stated that the contract does not prohibit the use of the water if it is not being sold to the other entities. The contract does not state that there needs to be an excess fee or any fee other than the consumption portion. Mrs. Franke stated that she feels there is not a contractual problem, rather there is a perception and political problem.
- » Steven Fonville made a motion to approve Resolution 23-09-057.
- » Tracy Scheel seconded the motion.
- » Steve Cooper commented.
- » President Fousse called for a vote. The motion had 1 nay vote. The motion passed with 15 aye votes.

Item 11 EXECUTIVE SESSION

The Board of Trustees will meet in a closed session to discuss the following items pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, Sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code.

- A. Meet and consult with Attorney in private as permitted by Section 551.071(1) of the Texas Government Code to seek advice upon and discuss the status of contemplated litigation, claims, and controversies related to: *No items.*

Item 12 RETURN TO OPEN MEETING

The Board may consider, deliberate, and take action on the items discussed in the Executive Session.

Item 13 FUTURE BOARD MEMBER AGENDA ITEMS

Item 14 Adjourn the meeting

- » Ted Gibbs made a motion to adjourn the meeting.
- » Martin Poore seconded the motion.
- » President Fousse adjourned the meeting at approximately 7:10 p.m.

Respectfully submitted

Doris Steubing, Secretary

NOTICE: The Board of Trustees may meet in a closed session to discuss any item listed above pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code. All deliberations and formal action will occur in open session.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	FINANCIAL REPORT AND CHECK REGISTER REPORT	CRWA 23-10-059

INITIATED BY JOAN WILKINSON

STAFF RECOMMENDATION

Approve the August 2023 Financial Report and Check Register Report until audited.

BACKGROUND INFORMATION

The August 2023 Financial Report and Check Register Report are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-059

BE IT RESOLVED that the August 2023 Financial Report and Check Register Report of Canyon Regional Water Authority are approved until audited.

Adopted this 11th day of October 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____

Timothy D. Fousse, CPM
President

Certified and attested by: _____

Doris Steubing
Secretary

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1001 · First United Bank	
1006 · First United Checking #5207	1,650,689.26
1010 · First United Special #7162	2,107.16
1015 · Money Market #2160	1,134,671.68
1017 · HC SMI Capacity Buy-In #6744	1,149,954.74
Total 1001 · First United Bank	3,937,422.84
1100 · First United Bank (Res)	
1105 · LD/MC Series 2016, #3017	1,377,114.96
1107 · HC 2005 #3603	2,790.65
1111 · HC Series 2017 #6074	97,146.25
1109 · HC Series 2021 #6663	224,353.62
1113 · HC Counties 2021 Ref #0636	57,623.74
1132 · Wells Ranch Series 2015, #6031	1,252,982.40
1133 · Wells Ranch Series 2016, #3009	1,043,103.59
1134 · Wells Ranch Series 2021 #0911	394,807.73
1140 · L/D Membrane Fund #5701	1,051,907.77
1140-01 · LD Membr-Nanostone Escrow #2545	289,426.62
1142 · H/C Membrane Fund #5693	414,231.23
1145 · Repair & Replacement Fund	4,109,853.82
Total 1100 · First United Bank (Res)	10,315,342.38
1120 · Logic	
1121 · Logic, General Funds	1,194,711.02
1127 · Wells Ranch, Construction #027	368,350.02
1158 · HC Construction	16,951,322.64
Total 1120 · Logic	18,514,383.68
1160 · BOKF, NA, Austin,WR Series 2015	124,902.26
1161 · BOKF, NA,Austin, HC Series 2017	4,124,177.44
Total Checking/Savings	37,016,228.60
Accounts Receivable	
1200 · Accounts Receivable	3,468,033.12
1205 · A/R, Alliance Water	
1205-01 · A/R, Alliance,Crystal Clear SUD	1,821,238.07
1205-02 · A/R, Alliance, Martindale WSC	30,088.05
1205-03 · A/R, Alliance, Green Valley SUD	1,134,207.53
1205-04 · A/R, Alliance, County Line SUD	189,827.00
Total 1205 · A/R, Alliance Water	3,175,360.65
Total Accounts Receivable	6,643,393.77
Total Current Assets	43,659,622.37
Fixed Assets	
1400 · Capital Assets	
1404 · Administration Building	586,288.00
1406 · Capitalized Construction Intere	11,273,728.00
1410 · Equipment & Vehicles	402,287.46
1411 · Nanostone - Lake Dunlap	1,156,411.20
1416 · Hays Caldwell	6,437,579.37
1420 · Lake Dunlap Phase I	4,764,833.00
1422 · Mid-Cities Phase I	8,475,370.50
1424 · Office Equipment	77,863.66
1434 · Property Improvements	60,021.00
1436 · River Crossing	577,934.36
1441 · LD Ozone Project	3,677,549.16
1442 · Dunlap Water Treatment Plant	5,155,886.29
1443 · Dunlap Chemical Tanks	30,326.57
1444 · Hays Caldwell Phase 2	2,053,300.19

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of August 31, 2023

	Aug 31, 23
1445 · HC Chemical Tanks	5,293.13
1446 · Mid-Cities Phase 2	32,322,395.02
1447 · Hays Caldwell Expansion-2017	
1447-01 · HC Expansion, Capitalized Int	122,276.51
1447 · Hays Caldwell Expansion-2017 - Other	1,841,137.04
Total 1447 · Hays Caldwell Expansion-2017	1,963,413.55
1450 · Wells Ranch Project	
1450-01 · WellsRanch, Cap Interest	5,041,728.49
1450 · Wells Ranch Project - Other	40,885,863.75
Total 1450 · Wells Ranch Project	45,927,592.24
1451 · Wells Ranch Phase II-2011	
1451-01 · Capitalized Interest	1,872,118.97
1451 · Wells Ranch Phase II-2011 - Other	14,113,408.01
Total 1451 · Wells Ranch Phase II-2011	15,985,526.98
1452 · Wells Ranch Phase II-2015	
1452-01 · Capitalized Interest	1,930,053.69
1452 · Wells Ranch Phase II-2015 - Other	39,929,602.49
Total 1452 · Wells Ranch Phase II-2015	41,859,656.18
1453 · Wells Ranch Phase III	477,210.35
1490 · Accumulated Depreciation	-47,704,967.12
Total 1400 · Capital Assets	135,565,499.09
Total Fixed Assets	135,565,499.09
Other Assets	
1805 · Deferred Outflow-Pension	174,748.66
1670 · Land	
1672 · Johnson Abstract #47	163,243.95
1673 · Hays Caldwell Project	
1673-01 · Carlisle - 2.009 Acres	549,930.44
1673-02 · Land Acquisition Consultant HC	5,698.00
Total 1673 · Hays Caldwell Project	555,628.44
1674 · Randolph Foster 10 Acres	290,837.56
1675 · Wells Ranch Project	62,061.82
1676 · Land & Land Rights	1,276,634.70
Total 1670 · Land	2,348,406.47
1703 · Water Rights	3,439,604.49
1800 · Deferred Loss on Debt Refunding	132,163.00
Total Other Assets	6,094,922.62
TOTAL ASSETS	185,320,044.08
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	814,684.22
Total Accounts Payable	814,684.22

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of August 31, 2023

	<u>Aug 31, 23</u>
Other Current Liabilities	
2310 · Deferred Inflow-Pension	26,892.00
2300 · Net Pension Liability	109,403.00
2002 · A/P, Misc.	-240.00
2050 · Accrued Interest Payable	279,323.05
2140 · Texas Workforce	6.27
2165 · TCDRS Retirement Payable	23,706.36
Total Other Current Liabilities	<u>439,090.68</u>
Total Current Liabilities	<u>1,253,774.90</u>
Long Term Liabilities	
2200 · Deferred Revenue - San Marcos	4,975,022.00
2400 · Bonds Payable	
2408 · LD/MC Tax-Exempt Series 2016	16,720,000.00
2426 · Hays Caldwell Series 2005	535,000.00
2430 · Hays Caldwell Series 2017	4,055,000.00
2431 · Hays Caldwell TE Series 2021	11,650,000.00
2432 · Hays Caldwell Series 2021 Ref	1,940,000.00
2443 · Wells Ranch Series 2015	33,195,000.00
2446 · Wells Ranch Series 2016	21,385,000.00
2447 · Wells Ranch Series 2021	12,600,000.00
Total 2400 · Bonds Payable	<u>102,080,000.00</u>
2490 · Unamortized Premiums	6,223,387.00
Total Long Term Liabilities	<u>113,278,409.00</u>
Total Liabilities	<u>114,532,183.90</u>
Equity	
3810 · Restricted for Membranes	1,622,825.00
3820 · Restricted for Debt Service	4,181,580.00
3950 · Retained Earnings	10,146,761.77
3975 · Inv in Cap Asset, net of debt	42,875,888.52
Net Income	11,960,804.89
Total Equity	<u>70,787,860.18</u>
TOTAL LIABILITIES & EQUITY	<u><u>185,320,044.08</u></u>

**Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2022 - September 2023**

	August 2023	October 2022 August 2023	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
Income					
4000 · Revenues					
4002 · Debt Payments	1,073,788.31	11,811,602.71	12,766,256.11	-954,653.40	92.52%
4003 · Raw Water	542,043.20	5,962,260.22	6,588,316.09	-626,055.87	90.5%
4004 · Water-New Berlin	56,504.00	88,053.00	57,023.93	31,029.07	154.41%
4009 · Membrane Replacement Fund	45,163.81	496,691.91	541,867.57	-45,175.66	91.66%
4010 · Line Use & Delivery Contracts	11,902.44	130,926.84	142,835.08	-11,908.24	91.66%
4011 · Line Use New Berlin	1,429.94	15,729.34	17,160.00	-1,430.66	91.66%
4012 · Raw Water Delivery Fees	39,652.60	330,107.20	531,234.89	-201,127.69	62.14%
4017 · Water Sales	680,568.50	4,848,671.43	5,098,170.49	-249,499.06	95.11%
4018 · Plant Operations	295,297.68	3,248,274.48	3,543,714.12	-295,439.64	91.66%
4020 · Repair & Replacement Funds	145,160.85	1,596,769.35	1,742,000.00	-145,230.65	91.66%
4022 · CRWA Administrative	154,108.26	1,695,190.86	1,854,409.67	-159,218.81	91.41%
4023 · Alliance Water	415,676.17	4,572,437.87	4,988,323.01	-415,885.14	91.66%
4024 · Interest Income General	33,993.64	334,088.74	0.00	334,088.74	100.0%
4026 · Interest Income Bond Accounts	13,257.20	288,418.14	0.00	288,418.14	100.0%
4028 · Interest Construction Accounts	97,128.54	877,878.75	0.00	877,878.75	100.0%
4030 · Other Income	1,248.74	14,133.69	0.00	14,133.69	100.0%
Total 4000 · Revenues	3,606,913.88	36,311,234.53	37,871,310.96	-1,560,076.43	95.88%
Expense					
5000 · Bond Repayments					
5005 · Bond Payments	1,055,989.69	11,596,880.64	12,766,256.11	-1,169,375.47	90.84%
Total 5000 · Bond Repayments	1,055,989.69	11,596,880.64	12,766,256.11	-1,169,375.47	90.84%
5500 · Water Purchases					
5501 · Raw Water Purchases	195,288.65	5,429,864.19	6,588,316.09	-1,158,451.90	82.42%
5502 · Water Purchases, New Berlin	56,504.00	88,053.00	57,023.93	31,029.07	154.41%
Total 5500 · Water Purchases	251,792.65	5,517,917.19	6,645,340.02	-1,127,422.83	83.03%
5600 · Membrane Funds	40,284.00	284,263.00	541,867.57	-257,604.57	52.46%
5700 · Repair & Replacement Funds	30,102.10	466,238.19	1,742,000.00	-1,275,761.81	26.77%
6000 · Line Use & Delivery Costs					
6005 · Line Use Contract Maxwell	0.00	0.00	3,988.00	-3,988.00	0.0%
6008 · Line Use Contract New Berlin	0.00	0.00	17,160.00	-17,160.00	0.0%
6010 · Line Contract GBRA	11,570.59	127,276.49	138,847.08	-11,570.59	91.67%
6011 · GBRA Raw Water Delivery Fees	35,798.77	326,189.13	531,234.89	-205,045.76	61.4%
Total 6000 · Line Use & Delivery Costs	47,369.36	453,465.62	691,229.97	-237,764.35	65.6%

Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2022 - September 2023

	August 2023	October 2022 August 2023	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
7000 • Plant Expenses-Variable Costs					
7005 • Plant Utilities	291,318.19	2,619,230.99	2,937,210.46	-317,979.47	89.17%
7010 • Chemicals	324,864.42	2,441,565.10	2,167,460.03	274,105.07	112.65%
Total 7000 • Plant Expenses-Variable Costs	616,182.61	5,060,796.09	5,104,670.49	-43,874.40	99.14%
7100 • Operating Expenses					
7115 • Plant Maintenance & Supplies	140,575.27	984,807.52	1,250,000.00	-265,192.48	78.79%
7116 • Generator Maintenance	8,860.80	53,545.72	124,850.00	-71,304.28	42.89%
7117 • Equipment rental	3,728.94	37,549.96	33,300.00	4,249.96	112.76%
7120 • SCADA	53,577.40	121,048.37	205,000.00	-83,951.63	59.05%
7122 • Vehicle Operations	2,996.82	36,652.79	90,000.00	-53,347.21	40.73%
7125 • Grounds Maintenance	2,615.53	103,122.27	118,630.00	-15,507.73	86.93%
7131 • Permits and Fees	0.00	27,040.12	20,550.00	6,490.12	131.58%
7135 • Lab Supplies & Testing Fees	7,059.76	97,332.10	125,700.00	-28,367.90	77.43%
7140 • Insurance	0.00	99,459.38	103,964.46	-4,505.08	95.67%
7150 • Meals & Functions	2,486.26	32,933.44	35,000.00	-2,066.56	94.1%
7155 • Memberships & Dues	0.00	9,467.00	6,550.00	2,917.00	144.53%
7160 • Mileage	2,205.13	34,707.60	31,250.00	3,457.60	111.06%
7162 • Office Supplies and Expense	8,616.90	31,366.18	27,000.00	4,366.18	116.17%
7165 • Training	40.00	2,498.19	11,500.00	-9,001.81	21.72%
7170 • Clothing	0.00	3,300.00	4,200.00	-900.00	78.57%
7175 • Telephones	365.24	4,023.54	4,500.00	-476.46	89.41%
7180 • Mobile Telephones	1,323.95	13,422.15	14,900.00	-1,477.85	90.08%
7190 • Network Expenses	300.00	5,932.85	7,000.00	-1,067.15	84.76%
7191 • Internet Domain	410.49	4,180.24	4,000.00	180.24	104.51%
7195 • Contract Labor	0.00	0.00	4,000.00	-4,000.00	0.0%
7196 • GW Transport/Pumping Fees	15,288.55	263,140.66	280,000.00	-16,859.34	93.98%
Total 7100 • Operating Expenses	250,451.04	1,965,530.08	2,501,894.46	-536,364.38	78.56%
7500 • Payroll Expenses					
7505 • Annual Pay	103,377.94	1,301,914.36	1,570,212.20	-268,297.84	82.91%
7510 • Overtime	13,282.20	85,478.05	111,735.39	-26,257.34	76.5%
7530 • On Call	120.00	2,092.57	10,920.00	-8,827.43	19.16%
Total 7500 • Payroll Expenses	116,780.14	1,389,484.98	1,692,867.59	-303,382.61	82.08%
7600 • Employee Benefits					
7605 • Payroll Taxes	8,468.64	100,854.16	131,160.35	-30,306.19	76.89%
7610 • Insurance	13,683.02	148,485.11	192,000.00	-43,514.89	77.34%
7615 • Retirement	15,531.76	178,215.68	225,151.39	-46,935.71	79.15%
Total 7600 • Employee Benefits	37,683.42	427,554.95	548,311.74	-120,756.79	77.98%

**Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2022 - September 2023**

	<u>August 2023</u>	<u>October 2022 August 2023</u>	<u>Annual Budget</u>	<u>\$ Over/(Under) Annual Budget</u>	<u>% of Annual Budget</u>
7800 - Professional Fees					
7801 - SEC Disclosure	0.00	0.00	2,250.00	-2,250.00	0.0%
7802 - Bank Service Fees	0.00	193.00	200.00	-7.00	96.5%
7803 - 401(k) Plan Fees	0.00	1,707.50	2,000.00	-292.50	85.38%
7806 - Bond Fees	0.00	2,800.00	3,000.00	-200.00	93.33%
7805 - Legal Fees	34,833.10	337,405.52	275,000.00	62,405.52	122.69%
7810 - Engineering	35,911.38	223,789.59	350,000.00	-126,210.41	63.94%
7815 - Director Bonds	0.00	0.00	1,200.00	-1,200.00	0.0%
7820 - Accounting & Audit	0.00	14,825.00	14,900.00	-75.00	99.5%
Total 7800 - Professional Fees	70,744.48	580,720.61	648,550.00	-67,829.39	89.54%
7823 - Alliance Water					
	0.00	4,846,744.83	4,988,323.01	-141,578.18	97.16%
Total Expense	2,517,379.49	32,589,596.18	37,871,310.96	-5,281,714.78	86.05%
Net Ordinary Income	1,089,534.39	3,721,638.35	0.00	3,721,638.35	100.0%
Other Income/Expense					
Other Income					
8000 - Bond Payment Principal	776,666.64	8,239,166.54	0.00	0.00	100.0%
Net Other Income/Expense	776,666.64	8,239,166.54	0.00	8,239,166.54	100.0%
Net Income	1,866,201.03	11,960,804.89	0.00	11,960,804.89	100.0%

CANYON REGIONAL WATER AUTHORITY
Profit & Loss Prev Year Comparison
October 2022 through August 2023

	Oct '22 - Aug 23	Oct '21 - Aug 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · Revenues				
4002 · Debt Payments	11,811,602.71	10,695,404.62	1,116,198.09	10.4%
4003 · Raw Water	5,962,260.22	4,206,313.87	1,755,946.35	41.8%
4004 · Water-New Berlin	88,053.00	4,187.20	83,865.80	2,002.9%
4009 · Membrane Replacement Fund	496,691.91	89,626.68	407,065.23	454.2%
4010 · Line Use & Delivery Contracts	130,926.84	400,939.01	-270,012.17	-67.3%
4011 · Line Use New Berlin	15,729.34	15,729.34	0.00	0.0%
4012 · Raw Water Delivery Fees	330,107.20	0.00	330,107.20	100.0%
4017 · Water Sales	4,848,671.43	3,948,435.53	900,235.90	22.8%
4018 · Plant Operations	3,248,274.48	2,677,493.94	570,780.54	21.3%
4020 · Repair & Replacement Funds	1,596,769.35	916,629.89	680,139.46	74.2%
4022 · CRWA Administrative	1,695,190.86	1,327,573.61	367,617.25	27.7%
4023 · Alliance Water	4,572,437.87	4,190,380.04	382,057.83	9.1%
4024 · Interest Income General	334,088.74	53,330.11	280,758.63	526.5%
4026 · Interest Income Bond Accounts	288,418.14	40,899.76	247,518.38	605.2%
4028 · Interest Construction Accounts	877,878.75	111,621.25	766,257.50	686.5%
4030 · Other Income	14,133.69	16,230.00	-2,096.31	-12.9%
Total 4000 · Revenues	36,311,234.53	28,694,794.85	7,616,439.68	26.5%
Total Income	36,311,234.53	28,694,794.85	7,616,439.68	26.5%
Gross Profit	36,311,234.53	28,694,794.85	7,616,439.68	26.5%
Expense				
5000 · Bond Repayments				
5005 · Bond Payments	11,596,880.64	11,368,754.24	228,126.40	2.0%
Total 5000 · Bond Repayments	11,596,880.64	11,368,754.24	228,126.40	2.0%
5500 · Water Purchases				
5501 · Raw Water Purchases	5,429,864.19	4,544,298.38	885,565.81	19.5%
5502 · Water Purchases, New Berlin	88,053.00	4,187.20	83,865.80	2,002.9%
Total 5500 · Water Purchases	5,517,917.19	4,548,485.58	969,431.61	21.3%
5600 · Membrane Funds	284,263.00	1,294.47	282,968.53	21,859.8%
5700 · Repair & Replacement Funds	466,238.19	108,753.34	357,484.85	328.7%
6000 · Line Use & Delivery Costs				
6010 · Line Contract GBRA	127,276.49	393,059.21	-265,782.72	-67.6%
6011 · GBRA Raw Water Delivery Fees	326,189.13	0.00	326,189.13	100.0%
Total 6000 · Line Use & Delivery Costs	453,465.62	393,059.21	60,406.41	15.4%
7000 · Plant Expenses-Variable Costs				
7005 · Plant Utilities	2,619,230.99	2,237,088.17	382,142.82	17.1%
7010 · Chemicals	2,441,565.10	1,782,890.47	658,674.63	36.9%
Total 7000 · Plant Expenses-Variable Costs	5,060,796.09	4,019,978.64	1,040,817.45	25.9%
7100 · Operating Expenses				
7115 · Plant Maintenance & Supplies	984,807.52	806,429.82	178,377.70	22.1%
7116 · Generator & Compressor Maint.	53,545.72	58,825.16	-5,279.44	-9.0%
7117 · Equipment rental	37,549.96	30,069.02	7,480.94	24.9%
7120 · SCADA	121,048.37	207,323.49	-86,275.12	-41.6%
7122 · Vehicle Operations	36,652.79	29,573.64	7,079.15	23.9%
7125 · Grounds Maintenance	103,122.27	91,594.03	11,528.24	12.6%
7131 · Permits and Fees	27,040.12	23,259.98	3,780.14	16.3%
7135 · Lab Supplies & Testing Fees	97,332.10	118,263.28	-20,931.18	-17.7%
7140 · Insurance	99,459.38	84,138.18	15,321.20	18.2%
7150 · Meals & Functions	32,933.44	28,843.25	4,090.19	14.2%
7155 · Memberships & Dues	9,467.00	4,737.00	4,730.00	99.9%
7160 · Mileage	34,707.60	25,815.09	9,092.51	35.5%
7162 · Office Supplies and Expense	31,368.18	21,216.87	10,149.31	47.8%
7165 · Training	2,498.19	9,523.89	-7,025.70	-73.8%
7170 · Clothing	3,300.00	3,000.00	300.00	10.0%
7175 · Telephones	4,023.54	4,511.61	-488.07	-10.8%
7180 · Mobile Telephones	13,422.15	14,461.44	-1,039.29	-7.2%
7190 · Network Expenses	5,932.85	8,545.41	-2,612.56	-30.6%
7191 · Internet Domain	4,180.24	4,523.28	-343.04	-7.6%
7196 · GW Transport/Pumping Fees	263,140.66	255,690.64	7,450.02	2.9%
Total 7100 · Operating Expenses	1,965,530.08	1,830,145.08	135,385.00	7.4%
7500 · Payroll Expenses				
7505 · Annual Pay	1,301,914.36	1,120,815.98	181,098.38	16.2%
7510 · Overtime	85,478.05	90,417.71	-4,939.66	-5.5%
7530 · On Call	2,092.57	9,720.00	-7,627.43	-78.5%
Total 7500 · Payroll Expenses	1,389,484.98	1,220,953.69	168,531.29	13.8%
7600 · Employee Benefits				
7605 · Payroll Taxes	100,854.16	88,868.03	11,986.13	13.5%
7610 · Insurance	148,485.11	122,326.32	26,158.79	21.4%
7615 · Retirement	178,215.68	130,453.00	47,762.68	36.6%
Total 7600 · Employee Benefits	427,554.95	341,647.35	85,907.60	25.2%

CANYON REGIONAL WATER AUTHORITY
Profit & Loss Prev Year Comparison
October 2022 through August 2023

	Oct '22 - Aug 23	Oct '21 - Aug 22	\$ Change	% Change
7800 · Professional Fees				
7801 · SEC Disclosure	0.00	2,250.00	-2,250.00	-100.0%
7802 · Bank Service Fees	193.00	151.00	42.00	27.8%
7803 · 401(k) Plan Fees	1,707.50	1,527.50	180.00	11.8%
7806 · Bond Fees	2,800.00	2,800.00	0.00	0.0%
7805 · Legal Fees	337,405.52	150,173.61	187,231.91	124.7%
7810 · Engineering	223,789.59	296,924.46	-73,134.87	-24.6%
7820 · Accounting & Audit	14,825.00	14,400.00	425.00	3.0%
Total 7800 · Professional Fees	580,720.61	468,226.57	112,494.04	24.0%
7823 · Alliance Water	4,846,744.83	4,371,000.55	475,744.28	10.9%
Total Expense	32,589,596.18	28,672,298.72	3,917,297.46	13.7%
Net Ordinary Income	3,721,638.35	22,496.13	3,699,142.22	16,443.5%
Other Income/Expense				
Other Income				
8000 · Bond Payment Principal	8,239,166.54	7,708,749.92	530,416.62	6.9%
Total Other Income	8,239,166.54	7,708,749.92	530,416.62	6.9%
Net Other Income	8,239,166.54	7,708,749.92	530,416.62	6.9%
Net Income	11,960,804.89	7,731,246.05	4,229,558.84	54.7%

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of August 31, 2023

Type	Date	Num	Name	Memo	Amount	Balance
1001 - First United Bank						1,026,177.43
1006 - First United Checking #5207						1,026,177.43
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Big Oaks	06/08/2023-07/07/2023	-28.00	1,026,149.43
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Bond East Well	06/08/2023-07/07/2023	-6,380.50	1,019,768.93
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Bond West Well	06/08/2023-07/07/2023	-4,065.78	1,015,703.15
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Bull Trap Well	06/08/2023-07/07/2023	-2,109.00	1,013,594.15
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Camphouse Well	06/08/2023-07/07/2023	-3,081.00	1,010,513.15
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Chicken House Well	06/08/2023-07/07/2023	-2,852.41	1,007,660.74
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Christian East Well	06/08/2023-07/07/2023	-3,103.30	1,004,557.44
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Christian West Well	06/08/2023-07/07/2023	-3,785.57	1,000,771.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Cibolo	06/08/2023-07/07/2023	-28.00	1,000,743.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Coastal Field Well	06/08/2023-07/07/2023	-2,471.00	998,272.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Damerau	06/08/2023-07/07/2023	-56.00	998,216.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Deadman Tank Well	06/08/2023-07/07/2023	-8,530.00	989,686.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Deer Stand Well	06/08/2023-07/07/2023	-11,616.00	978,070.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - FM 467	06/08/2023-07/07/2023	-30.00	978,040.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Green Valley	06/08/2023-07/07/2023	-29.00	978,011.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - GV 7293 IH 10	06/08/2023-07/07/2023	-30.00	977,981.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Hardy Road	06/08/2023-07/07/2023	-28.00	977,953.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Hickory Forest	06/08/2023-07/07/2023	-50.00	977,903.87
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Littlefield Well	06/08/2023-07/07/2023	-1,605.04	976,298.83
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Marion	06/08/2023-07/07/2023	-27.00	976,271.83
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Pig Trap Well	06/08/2023-07/07/2023	-2,049.00	974,222.83
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Pivot Irrigation	06/08/2023-07/07/2023	-62.00	974,160.83
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Tommys Well	06/08/2023-07/07/2023	-205.00	973,955.83
Bill Pmt -Che...	08/02/2023	ACH	GVEC - Wagner Booster St...	06/08/2023-07/07/2023	-787.02	973,168.81
Bill Pmt -Che...	08/04/2023	ACH	Texas Fleet Fuel	Vehicle/Equipment F...	-1,387.58	971,781.23
Bill Pmt -Che...	08/04/2023	37019	5S Service Company LLC	WR HSP #3 Motor	-36,864.35	934,916.88
Bill Pmt -Che...	08/04/2023	37020	Armadillo Lawn Care & Irrig...	Lawn Maintenance	-7,651.67	927,265.21
Bill Pmt -Che...	08/04/2023	37021	Attorney R. L. Wilson	Reimb S. Kanetzky E...	-4,405.00	922,860.21
Bill Pmt -Che...	08/04/2023	37022	Brenntag Southwest, Inc.	Chemicals	-8,441.25	914,418.96
Bill Pmt -Che...	08/04/2023	37023	Callis Professional Service...	Office Cleaning	-370.70	914,048.26
Bill Pmt -Che...	08/04/2023	37024	Chameleon Industries, Inc.	Liquid Cupric Sulfate	-74,563.80	839,484.46
Bill Pmt -Che...	08/04/2023	37025	David McMullen	July Mileage & Phon...	-2,002.41	837,482.05
Bill Pmt -Che...	08/04/2023	37026	DPC Industries	Chlorine	-18,984.16	818,497.89
Bill Pmt -Che...	08/04/2023	37027	Dynamic Mechanical Contr...	A/C Repairs	-2,718.57	815,779.32
Bill Pmt -Che...	08/04/2023	37028	Fluid Meter Service, Corp.	Field Test Meters	-4,375.00	811,404.32
Bill Pmt -Che...	08/04/2023	37029	G.A. Powers Co.	Parts	-347.02	811,057.30
Bill Pmt -Che...	08/04/2023	37030	Guadalupe County Ground...	GW Transport/Pumpi...	-15,288.55	795,768.75
Bill Pmt -Che...	08/04/2023	37031	Hanson Equipment Co.	Parts	-239.43	795,529.32
Bill Pmt -Che...	08/04/2023	37032	Hild Brothers, Inc.	Weed Killer	-150.00	795,379.32
Bill Pmt -Che...	08/04/2023	37033	Hofmann's Supply	Cylinder Rental	-14.98	795,364.34
Bill Pmt -Che...	08/04/2023	37034	Law Offices of Patricia Erlin...	Groundwater Permitti...	-2,604.68	792,759.66
Bill Pmt -Che...	08/04/2023	37035	Lhoist North America of Te...	Lime	-14,105.98	778,653.68
Bill Pmt -Che...	08/04/2023	37036	Matheson Tri-Gas, Inc.	Cylinder Rental	-2,693.96	775,959.72
Bill Pmt -Che...	08/04/2023	37037	Michael Saldana	Mileage Reimburse...	-288.50	775,671.22
Bill Pmt -Che...	08/04/2023	37038	Mission Controls & Automa...	VOID: Parts	0.00	775,671.22
Bill Pmt -Che...	08/04/2023	37039	New Braunfels Welders Su...	Cylinder Rental	-15.00	775,656.22
Bill Pmt -Che...	08/04/2023	37040	Pierson Process Technolog...	Ozone Parts & Cons...	-19,529.08	756,127.14
Bill Pmt -Che...	08/04/2023	37041	Standard Insurance Compa...	Dental Insurance	-1,455.88	754,671.26
Bill Pmt -Che...	08/04/2023	37042	Texas Excavation Safety S...	Texas 811	-287.85	754,383.41
Bill Pmt -Che...	08/04/2023	37043	Texas Land and Right of W...	Wells Ranch Water L...	-1,440.00	752,943.41
Bill Pmt -Che...	08/04/2023	37044	USA Bluebook	Lab Supplies	-650.21	752,293.20
Bill Pmt -Che...	08/04/2023	37045	Waste Management	Garbage Disposal	-1,230.49	751,062.71
Bill Pmt -Che...	08/04/2023	37046	Wastewater Transport Serv...	Sludge Removal	-3,718.60	747,344.11
Bill Pmt -Che...	08/04/2023	37047	Williams Supply Company	Ozone Parts	-1,147.44	746,196.67
Deposit	08/04/2023			Deposit	51,656.91	797,853.58
Deposit	08/07/2023			Deposit	61,421.51	859,275.09
General Jour...	08/09/2023	08-01		Check #36814, Issue...	-2,087.29	857,187.80
Transfer	08/09/2023			Pall Trailer Payment #7	40,284.00	897,471.80
Deposit	08/09/2023			Deposit	289,815.27	1,187,287.07
Paycheck	08/11/2023	Direc...	Allman, Michael		-3,354.08	1,183,932.99
Paycheck	08/11/2023	Direc...	Cruz, Edward D		-1,591.31	1,182,341.68
Paycheck	08/11/2023	Direc...	Flores, Jimmy		-2,026.89	1,180,314.79
Paycheck	08/11/2023	Direc...	Kirkland, Debra M		-1,885.83	1,178,428.96
Paycheck	08/11/2023	Direc...	McKnight III, John R.		-1,565.08	1,176,863.88
Paycheck	08/11/2023	Direc...	Moreno, Joe		-3,379.45	1,173,484.43
Paycheck	08/11/2023	Direc...	Powers, Frantiska A		-1,615.44	1,171,868.99

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
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Type	Date	Num	Name	Memo	Amount	Balance
Paycheck	08/11/2023	Direc...	Saldana, Michael A		-1,462.25	1,170,406.74
Paycheck	08/11/2023	Direc...	Shirk, Austin		-2,249.11	1,168,157.63
Paycheck	08/11/2023	Direc...	Sims, Clarissa R		-1,415.91	1,166,741.72
Paycheck	08/11/2023	Direc...	Wallace, Russell L		-1,558.90	1,165,182.82
Paycheck	08/11/2023	Direc...	Whitelatch, Jr., Richard L		-1,649.51	1,163,533.31
Paycheck	08/11/2023	Direc...	Kaufman, John M		-4,723.70	1,158,809.61
Paycheck	08/11/2023	Direc...	McMullen, David W.		-3,527.74	1,155,281.87
Paycheck	08/11/2023	Direc...	Telfer, Adam C		-3,280.76	1,152,001.11
Paycheck	08/11/2023	Direc...	Wilkinson, Joan A.		-3,178.78	1,148,822.33
Liability Check	08/11/2023	ACH	John Hancock	401(k) Retirement Plan	-865.55	1,147,956.78
Liability Check	08/11/2023	EFTPS	US Treasury	74-2586063	-14,175.14	1,133,781.64
Liability Check	08/11/2023	37048	California State Disburse...	200000001098628	-449.07	1,133,332.57
Liability Check	08/11/2023	37049	Office of the Attorney Gene...	AG# 0012809999	-489.69	1,132,842.88
Check	08/11/2023	ACH	Charles W. Davis	Initial Prorated & Ann...	-1,151.00	1,131,691.88
Bill Pmt -Che...	08/11/2023	37050	Aflac	Employee Voluntary I...	-1,161.36	1,130,530.52
Bill Pmt -Che...	08/11/2023	37051	Anytime Fuel Pros LLC	Generator Diesel	-2,794.61	1,127,735.91
Bill Pmt -Che...	08/11/2023	37052	ATCO International	Plant Supplies	-690.00	1,127,045.91
Bill Pmt -Che...	08/11/2023	37053	Bleck Electric Company	Motor Repairs	-6,120.00	1,120,925.91
Bill Pmt -Che...	08/11/2023	37054	Bray Process Control	Parts	-5,245.52	1,115,680.39
Bill Pmt -Che...	08/11/2023	37055	Brenntag Southwest, Inc.	Chemicals	-1,582.52	1,114,097.87
Bill Pmt -Che...	08/11/2023	37056	Bryant Law PC	Legal Fees	-12,908.35	1,101,189.52
Bill Pmt -Che...	08/11/2023	37057	Citibank, N.A.	Mastercard	-15,463.26	1,085,726.26
Bill Pmt -Che...	08/11/2023	37058	Debra M. Kirkland	Mileage Reimburse...	-32.49	1,085,693.77
Bill Pmt -Che...	08/11/2023	37059	DPC Industries	Chlorine	-6,665.60	1,079,028.17
Bill Pmt -Che...	08/11/2023	37060	Dynamic Mechanical Contr...	A/C Repairs	-3,140.78	1,075,887.39
Bill Pmt -Che...	08/11/2023	37061	Fluid Meter Service, Corp.	Field Test Meters	-250.00	1,075,637.39
Bill Pmt -Che...	08/11/2023	37062	Guadalupe County Tax A/C	2013 Ford F150	-7.50	1,075,629.89
Bill Pmt -Che...	08/11/2023	37063	Hach Company	Lab Supplies	-2,601.29	1,073,028.60
Bill Pmt -Che...	08/11/2023	37064	Hawkins	Chemicals	-46,683.00	1,026,345.60
Bill Pmt -Che...	08/11/2023	37065	Helping Hand Hardware	Maintenance Supplies	-239.89	1,026,105.71
Bill Pmt -Che...	08/11/2023	37066	Lhoist North America of Te...	Lime	-7,118.57	1,018,987.14
Bill Pmt -Che...	08/11/2023	37067	Matheson Tri-Gas, Inc.	Nitrogen	-1,170.12	1,017,817.02
Bill Pmt -Che...	08/11/2023	37068	Mission Controls & Automa...	Parts	-3,628.55	1,014,188.47
Bill Pmt -Che...	08/11/2023	37069	Pall Corporation	7th Installment Paym...	-40,284.00	973,904.47
Bill Pmt -Che...	08/11/2023	37070	Retirement Horizons, Inc.	401(k) Quarterly Fee ...	-400.00	973,504.47
Bill Pmt -Che...	08/11/2023	37071	Sam's Club MC/SYNCEB	Supplies	-594.17	972,910.30
Bill Pmt -Che...	08/11/2023	37072	Trihydro Corporation	Engineering Fees	-10,788.75	962,121.55
Bill Pmt -Che...	08/11/2023	37073	Utility Engineering Group, P...	Engineering Fees	-11,050.00	951,071.55
Bill Pmt -Che...	08/11/2023	37074	Waste Connections	Garbage Disposal	-377.17	950,694.38
Bill Pmt -Che...	08/11/2023	37075	Wastewater Transport Serv...	Sludge Removal	-5,234.71	945,459.67
Deposit	08/11/2023			Deposit	574,980.44	1,520,440.11
Liability Check	08/15/2023	ACH	TCDRS		-12,337.83	1,508,102.28
Liability Check	08/15/2023	ACH	TCDRS		-12,704.10	1,495,398.18
Liability Check	08/15/2023	ACH	TCDRS		-3,889.24	1,491,508.94
Deposit	08/15/2023			Deposit	767,844.30	2,259,353.24
Bill Pmt -Che...	08/17/2023	ACH	CPS - I 10	I-10 Utilities	-12.06	2,259,341.18
Bill Pmt -Che...	08/18/2023	ACH	Texas Fleet Fuel	Vehicle/Equipment F...	-1,501.78	2,257,839.40
Bill Pmt -Che...	08/18/2023	37076	Analytical Environmental La...	Lab Testing	-1,620.00	2,256,219.40
Bill Pmt -Che...	08/18/2023	37077	Anytime Fuel Pros LLC	Generator Fuel	-3,095.83	2,253,123.57
Bill Pmt -Che...	08/18/2023	37078	Bleck Electric Company	Well #1	-1,880.00	2,251,243.57
Bill Pmt -Che...	08/18/2023	37079	Charter Communications	HC Internet	-125.64	2,251,117.93
Bill Pmt -Che...	08/18/2023	37080	Council Automotive Supply	Vehicle Maintenance	-164.42	2,250,953.51
Bill Pmt -Che...	08/18/2023	37081	Dex Imaging	Admin Copier	-883.17	2,250,070.34
Bill Pmt -Che...	08/18/2023	37082	DPC Industries-Cylinder Re...	Cylinder Rental	-990.00	2,249,080.34
Bill Pmt -Che...	08/18/2023	37083	DSHS Central Lab MC2004	Lab Testing	-423.14	2,248,657.20
Bill Pmt -Che...	08/18/2023	37084	Environmental Improvemen...	Chlorine System PM's	-7,335.31	2,241,321.89
Bill Pmt -Che...	08/18/2023	37085	Fluid Meter Service, Corp.	Meter & Valve Parts	-10,825.00	2,230,496.89
Bill Pmt -Che...	08/18/2023	37086	G.A. Powers Co.	Parts	-34.50	2,230,462.39
Bill Pmt -Che...	08/18/2023	37087	GBRA-Raw Water & TM	12613 A/F @ \$165 &...	-239,011.11	1,991,451.28
Bill Pmt -Che...	08/18/2023	37088	Guadalupe-Blanco River A...	Lab Testing	-1,909.00	1,989,542.28
Bill Pmt -Che...	08/18/2023	37089	Hawkins	Chemicals	-28,816.20	1,960,726.08
Bill Pmt -Che...	08/18/2023	37090	Hierholzer Engineering, Inc	SCADA	-21,105.40	1,939,620.68
Bill Pmt -Che...	08/18/2023	37091	Lhoist North America of Te...	Lime	-7,341.33	1,932,279.35
Bill Pmt -Che...	08/18/2023	37092	Loftin Equipment Company	50% ATS for 1604	-23,750.00	1,908,529.35
Bill Pmt -Che...	08/18/2023	37093	Matheson Tri-Gas, Inc.	Cylinder Rental	-9,862.54	1,898,666.81
Bill Pmt -Che...	08/18/2023	37094	Maxwell SUD.	16" Line Repair-CRW...	-10,489.72	1,888,177.09
Bill Pmt -Che...	08/18/2023	37095	Pollution Control Services	Lab Testing	-1,858.00	1,886,319.09
Bill Pmt -Che...	08/18/2023	37096	R.W Harden & Associates, ...	Wells Ranch Develop...	-4,023.90	1,882,295.19
Bill Pmt -Che...	08/18/2023	37097	Wastewater Transport Serv...	Sludge Removal	-2,991.26	1,879,303.93

CANYON REGIONAL WATER AUTHORITY
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Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Che...	08/18/2023	37098	Williams Supply Company	Parts	-282.78	1,879,021.15
Bill Pmt -Che...	08/21/2023	ACH	GVEC - Lake Dunlap	06/25/2023-07/25/2023	-43,454.10	1,835,567.05
Bill Pmt -Che...	08/21/2023	ACH	GVEC - Leissner Booster S...	06/25/2023-07/25/2023	-16,308.67	1,819,258.38
Bill Pmt -Che...	08/21/2023	ACH	GVEC - Leissner Rd Boost...	06/25/2023-07/25/2023	-12,680.72	1,806,577.66
Bill Pmt -Che...	08/21/2023	ACH	GVEC - Wagner Booster	06/25/2023-07/25/2023	-9,521.38	1,797,056.28
Bill Pmt -Che...	08/21/2023	ACH	GVEC - WR Plant	06/25/2023-07/25/2023	-20,714.81	1,776,341.47
Bill Pmt -Che...	08/21/2023	ACH	GVEC - WR Plant #2	06/25/2023-07/25/2023	-16,330.40	1,760,011.07
Bill Pmt -Che...	08/22/2023	ACH	Bluebonnet Electric	HC Utilities - 500005...	-23,326.78	1,736,684.29
Bill Pmt -Che...	08/23/2023	ACH	CPS - 1518	Utilities	-143.27	1,736,541.02
Transfer	08/23/2023			Pall Trailer & ATS @ ...	33,044.51	1,769,585.53
Deposit	08/23/2023			Deposit	270,709.87	2,040,295.40
Transfer	08/23/2023			Repair & Replaceme...	-44,958.43	1,995,336.97
Transfer	08/23/2023			Repair & Replaceme...	-28,559.65	1,966,777.32
Transfer	08/23/2023			Repair & Replaceme...	-53,348.21	1,913,429.11
Transfer	08/23/2023			Repair & Replaceme...	-18,294.56	1,895,134.55
Transfer	08/23/2023			Monthly Membrane T...	-5,155.41	1,889,979.14
Transfer	08/23/2023			Monthly Membrane T...	-39,998.40	1,849,980.74
Transfer	08/23/2023			LD-Monthly Bond Pa...	-148,238.65	1,701,742.09
Transfer	08/23/2023			Bond Payment Trans...	-24,182.49	1,677,559.60
Transfer	08/23/2023			MC-Bond Payment T...	-154,239.46	1,523,320.14
Transfer	08/23/2023			Bond Payment Trans...	-553.23	1,522,766.91
Transfer	08/23/2023			Bond Payment Trans...	-33,386.91	1,489,380.00
Transfer	08/23/2023			Bond Payment Trans...	-58,928.72	1,430,451.28
Transfer	08/23/2023			Bond Payment Trans...	-14,768.85	1,415,682.43
Transfer	08/23/2023			Bond Payment Trans...	-259,041.10	1,156,641.33
Transfer	08/23/2023			Bond Payment Trans...	-249,466.88	907,174.45
Transfer	08/23/2023			Bond Payment Trans...	-98,519.91	808,654.54
Transfer	08/23/2023			Bond Payment Trans...	-22,479.93	786,174.61
Transfer	08/23/2023			Bond Payment Trans...	-9,982.18	776,192.43
Transfer	08/23/2023			Funds Transfer	-618.07	775,574.36
Bill Pmt -Che...	08/24/2023	ACH	CPS - 1604	Utilities	-1,871.86	773,702.50
Paycheck	08/25/2023	Direc...	Telfer, Adam C		-3,280.75	770,421.75
Paycheck	08/25/2023	Direc...	Allman, Michael		-2,690.32	767,731.43
Paycheck	08/25/2023	Direc...	Cruz, Edward D		-1,575.55	766,155.88
Paycheck	08/25/2023	Direc...	Diaz, Hanna S		-1,468.65	764,687.23
Paycheck	08/25/2023	Direc...	Flores, Jimmy		-2,099.89	762,587.34
Paycheck	08/25/2023	Direc...	Kirkland, Debra M		-1,898.39	760,688.95
Paycheck	08/25/2023	Direc...	McKnight III, John R.		-1,531.11	759,157.84
Paycheck	08/25/2023	Direc...	Moreno, Joe		-3,721.51	755,436.33
Paycheck	08/25/2023	Direc...	Powers, Frantiska A		-1,615.28	753,821.05
Paycheck	08/25/2023	Direc...	Saldana, Michael A		-1,300.08	752,520.97
Paycheck	08/25/2023	Direc...	Shirk, Austin		-1,623.10	750,897.87
Paycheck	08/25/2023	Direc...	Sims, Clarissa R		-1,733.56	749,164.31
Paycheck	08/25/2023	Direc...	Wallace, Russell L		-2,169.80	746,994.51
Paycheck	08/25/2023	Direc...	Whitelatch, Jr., Richard L		-1,661.25	745,333.26
Paycheck	08/25/2023	Direc...	Wilkinson, Joan A.		-3,178.80	742,154.46
Paycheck	08/25/2023	Direc...	McMullen, David W.		-3,527.75	738,626.71
Paycheck	08/25/2023	Direc...	Kaufman, John M		-4,723.69	733,903.02
Liability Check	08/25/2023	ACH	John Hancock	401(k) Retirement Plan	-832.13	733,070.89
Liability Check	08/25/2023	EFTPS	US Treasury	74-2586063	-14,323.54	718,747.35
Liability Check	08/25/2023	37099	California State Disbursem...	200000001098628	-449.07	718,298.28
Liability Check	08/25/2023	37100	Office of the Attorney Gene...	AG# 0012809999	-489.69	717,808.59
Bill Pmt -Che...	08/25/2023	37101	5S Service Company LLC	WR-300 hp motor re...	-24,120.60	693,687.99
Bill Pmt -Che...	08/25/2023	37102	Alamo Communications, Inc.	Admin Phone Wiring ...	-497.85	693,190.14
Bill Pmt -Che...	08/25/2023	37103	AT&T Mobility	Mobile Phone Service	-1,065.59	692,124.55
Bill Pmt -Che...	08/25/2023	37104	Avesis	Employee Vision Ins...	-230.07	691,894.48
Bill Pmt -Che...	08/25/2023	37105	Brenntag Southwest, Inc.	Chemicals	-18,598.00	673,296.48
Bill Pmt -Che...	08/25/2023	37106	Culpepper Plumbing Servic...	LD Restroom Repairs	-156.83	673,139.65
Bill Pmt -Che...	08/25/2023	37107	DLP Utility Services	Repairs	-6,500.00	666,639.65
Bill Pmt -Che...	08/25/2023	37108	DPC Industries	Chlorine & Chemicals	-15,655.36	650,984.29
Bill Pmt -Che...	08/25/2023	37109	Dynamic Mechanical Contr...	Lab A/C Repair	-757.50	650,226.79
Bill Pmt -Che...	08/25/2023	37110	Evogua Water Technologie...	Chemicals	-60,353.60	589,873.19
Bill Pmt -Che...	08/25/2023	37111	FedEx	Shipping-Bray Contols	-166.00	589,707.19
Bill Pmt -Che...	08/25/2023	37112	Fluid Meter Service, Corp.	Pressure Reducing V...	-575.00	589,132.19
Bill Pmt -Che...	08/25/2023	37113	Hawkins	Chemicals	-26,932.50	562,199.69
Bill Pmt -Che...	08/25/2023	37114	Hierholzer Engineering, Inc	SCADA	-36,321.00	525,878.69
Bill Pmt -Che...	08/25/2023	37115	Joe Moreno.	Mileage Reimburse...	-375.97	525,502.72
Bill Pmt -Che...	08/25/2023	37116	Lhoist North America of Te...	Lime	-21,060.99	504,441.73
Bill Pmt -Che...	08/25/2023	37117	New Braunfels Utilities	46 Standpipe Utilities	-30.68	504,411.05

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of August 31, 2023

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Che...	08/25/2023	37118	New Braunfels Welders Su...	Nitrogen	-46.84	504,364.21
Bill Pmt -Che...	08/25/2023	37119	Pye-Barker Fire & Safety, L...	Fire Extinguisher Ins...	-222.75	504,141.46
Bill Pmt -Che...	08/25/2023	37120	Seguin Welding Service	Crane Truck	-1,276.00	502,865.46
Bill Pmt -Che...	08/25/2023	37121	TX Health Benefits Pool	Employee Health Ins...	-16,791.38	486,074.08
Bill Pmt -Che...	08/25/2023	37122	Verve Cloud, Inc.	Telephone	-365.24	485,708.84
Bill Pmt -Che...	08/25/2023	37123	Waste Connections	Garbage Disposal	-377.17	485,331.67
Bill Pmt -Che...	08/25/2023	37124	Wastewater Transport Serv...	Sludge Removal	-6,748.08	478,583.59
Check	08/25/2023	37125	Charles C. Bailey	Monthly Government...	-2,000.00	476,583.59
Bill Pmt -Che...	08/25/2023	37126	Anytime Fuel Pros LLC	Diesel for Generators...	-846.90	475,736.69
Bill Pmt -Che...	08/25/2023	37127	B&B Family Partnership	Baugh Water Lease ...	-2,000.00	473,736.69
Bill Pmt -Che...	08/25/2023	37128	Hofmann's Supply	Nitrogen	-79.02	473,657.67
Check	08/25/2023	ACH	Ronald B. Arama	Water Lease Payment	-495.90	473,161.77
Deposit	08/25/2023			Deposit	337,441.75	810,603.52
Deposit	08/28/2023			Deposit	791,632.14	1,602,235.66
Transfer	08/30/2023			Friedel Drilling-Repai...	49,193.00	1,651,428.66
Bill Pmt -Che...	08/31/2023	ACH	Texas Fleet Fuel	Vehicle/Equipment F...	-1,245.87	1,650,182.79
Deposit	08/31/2023			Interest	506.47	1,650,689.26
Total 1006 · First United Checking #5207					624,511.83	1,650,689.26
Total 1001 · First United Bank					624,511.83	1,650,689.26
TOTAL					624,511.83	1,650,689.26

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Payee

October 2022 through August 2023

Type	Date	Num	Name	Memo	Amount	Balance
Attorney R. L. Wilson						
Bill	12/31/2022	3586	Attorney R. L. Wilson	September-December 2022	20,899.50	20,899.50
Bill	12/31/2022	3588	Attorney R. L. Wilson	September-December 2022	5,282.25	26,181.75
Bill	12/31/2022	3587	Attorney R. L. Wilson	September-December 2022	1,185.00	27,366.75
Bill	02/10/2023	3605	Attorney R. L. Wilson	HC Pall Agreement	2,190.00	29,556.75
Bill	02/10/2023	3607	Attorney R. L. Wilson	LD Nanostone	4,275.00	33,831.75
Bill	02/10/2023	3604	Attorney R. L. Wilson	General Matters	6,590.00	40,421.75
Bill	02/10/2023	3606	Attorney R. L. Wilson	WR Generator Project	3,143.95	43,565.70
Bill	02/28/2023	3629	Attorney R. L. Wilson	General Matters	6,645.00	50,210.70
Bill	02/28/2023	3630	Attorney R. L. Wilson	HC Pall Agreement	2,895.00	53,105.70
Bill	02/28/2023	3631	Attorney R. L. Wilson	LD Nanostone	3,028.42	56,134.12
Bill	02/28/2023	3632	Attorney R. L. Wilson	WR Generator Project	3,647.11	59,781.23
Bill	03/31/2023	3649	Attorney R. L. Wilson	WR Generator Project	2,925.00	62,706.23
Bill	03/31/2023	3648	Attorney R. L. Wilson	Nanostone	825.00	63,531.23
Bill	03/31/2023	3647	Attorney R. L. Wilson	Pall Trailer	405.00	63,936.23
Bill	03/31/2023	3646	Attorney R. L. Wilson	General Matters-Policies	7,995.00	71,931.23
Bill	04/30/2023	3666	Attorney R. L. Wilson	HC WTP	825.00	72,756.23
Bill	04/30/2023	3665	Attorney R. L. Wilson	Policy Committee & Contracts	4,200.00	76,956.23
Bill	04/30/2023	3665	Attorney R. L. Wilson	Policy Committee & Contracts	2,280.00	79,236.23
Bill	04/30/2023	3665	Attorney R. L. Wilson	Policy Committee & Contracts	3,150.00	82,386.23
Bill	04/30/2023	3667	Attorney R. L. Wilson	Wells Ranch	5,720.88	88,107.11
Bill	05/31/2023	3684	Attorney R. L. Wilson	Hays Caldwell Overages & Contract Amendment	7,607.13	95,714.24
Bill	05/31/2023	3683	Attorney R. L. Wilson	General Matters	2,775.00	98,489.24
Bill	05/31/2023	3685	Attorney R. L. Wilson	Wells Ranch	4,455.00	102,944.24
Bill	08/26/2023	3701	Attorney R. L. Wilson	Hays Caldwell 06/01/23-07/31/23	11,265.00	114,209.24
Bill	08/26/2023	3700	Attorney R. L. Wilson	Wells Ranch 06/01/23-07/31/23	5,460.00	119,669.24
Bill	08/26/2023	3699	Attorney R. L. Wilson	General Matters 06/01/23-07/01/23	9,225.00	128,894.24
Total Attorney R. L. Wilson					128,894.24	128,894.24
Bryant Law PC						
Bill	07/31/2023	1790	Bryant Law PC	RE: Louis Rosenberg	3,863.45	3,863.45
Bill	07/31/2023	1791	Bryant Law PC	RE: Louis Rosenberg	1,320.00	5,183.45
Bill	07/31/2023	1792	Bryant Law PC	RE: Louis Rosenberg	3,974.90	9,158.35
Bill	07/31/2023	1793	Bryant Law PC	RE: Louis Rosenberg	3,750.00	12,908.35
Bill	08/31/2023	1898	Bryant Law PC	RE: Louis Rosenberg	4,494.00	17,402.35
Bill	08/31/2023	1899	Bryant Law PC	RE: Louis Rosenberg	1,019.00	18,421.35
Bill	08/31/2023	1900	Bryant Law PC	RE: Louis Rosenberg	1,370.10	19,791.45
Total Bryant Law PC					19,791.45	19,791.45
Charles C. Bailey						
Che...	10/28/2022	35928	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	2,000.00
Che...	12/02/2022	36024	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	4,000.00
Che...	12/22/2022	36113	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	6,000.00
Che...	02/03/2023	36315	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	8,000.00
Che...	03/03/2023	36416	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	10,000.00
Che...	03/29/2023	36511	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	12,000.00
Che...	04/28/2023	36618	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	14,000.00
Che...	05/26/2023	36716	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	16,000.00
Che...	06/30/2023	36824	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	18,000.00
Che...	07/28/2023	37004	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	20,000.00
Che...	08/25/2023	37125	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	22,000.00
Total Charles C. Bailey					22,000.00	22,000.00
Employers Council						
Bill	04/19/2023	461185	Employers Council	Legal Services-Employee Policy Manual	810.00	810.00
Total Employers Council					810.00	810.00

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Payee

October 2022 through August 2023

Type	Date	Num	Name	Memo	Amount	Balance
Louis T. Rosenberg						
Bill	10/31/2022	5005	Louis T. Rosenberg	Personnel Matters	1,114.00	1,114.00
Bill	10/31/2022	5006	Louis T. Rosenberg	Policy & Legislation Committee	5,733.76	6,847.76
Bill	10/31/2022	5004	Louis T. Rosenberg	Nanostone Contract	264.00	7,111.76
Bill	10/31/2022	5007	Louis T. Rosenberg	SAWS Contract Attorney Inquiry	2,521.00	9,632.76
Bill	10/31/2022	5002	Louis T. Rosenberg	Construction Committee	1,749.63	11,382.39
Bill	10/31/2022	5001	Louis T. Rosenberg	Bolton Road Meter Station	179.50	11,561.89
Bill	10/31/2022	5003	Louis T. Rosenberg	General Matters	5,794.63	17,356.52
Bill	11/30/2022	5080	Louis T. Rosenberg	Wheeling Agreement	302.50	17,659.02
Bill	11/30/2022	5074	Louis T. Rosenberg	HC Contract Water Rights Issues	2,089.50	19,748.52
Bill	11/30/2022	5072	Louis T. Rosenberg	Construction Committee	385.00	20,133.52
Bill	11/30/2022	5077	Louis T. Rosenberg	Policy & Legislation Committee	7,344.56	27,478.08
Bill	11/30/2022	5075	Louis T. Rosenberg	Nanostone Contract	1,012.50	28,490.58
Bill	11/30/2022	5078	Louis T. Rosenberg	SAWS Water Contract	152.00	28,642.58
Bill	11/30/2022	5076	Louis T. Rosenberg	Personnel Matters	6,115.00	34,757.58
Bill	11/30/2022	5073	Louis T. Rosenberg	General Matters	6,266.13	41,023.71
Bill	12/31/2022	5152	Louis T. Rosenberg	General Matters	1,188.00	42,211.71
Bill	12/31/2022		Louis T. Rosenberg	Construction Committee	380.00	42,591.71
Bill	12/31/2022	5151	Louis T. Rosenberg	WR Generators	3,980.00	46,571.71
Bill	12/31/2022	5158	Louis T. Rosenberg	Wheeling Agreement	609.00	47,180.71
Bill	12/31/2022	5154	Louis T. Rosenberg	Personnel Matters	778.00	47,958.71
Bill	12/31/2022	5155	Louis T. Rosenberg	Policy & Legislation Committee	3,575.76	51,534.47
Bill	12/31/2022	5156	Louis T. Rosenberg	SAWS	1,316.50	52,850.97
Bill	12/31/2022	5153	Louis T. Rosenberg	HC Water Rights Issues	3,003.00	55,853.97
Bill	12/31/2022	5157	Louis T. Rosenberg	Wells Ranch Phase II	1,155.00	57,008.97
Bill	01/31/2023	5215	Louis T. Rosenberg	Legislation	632.50	57,641.47
Bill	01/31/2023	5217	Louis T. Rosenberg	SAWS Water Contract	803.50	58,444.97
Bill	01/31/2023	5216	Louis T. Rosenberg	Policy Committee	7,568.90	66,013.87
Bill	01/31/2023	5212	Louis T. Rosenberg	WR Generator Contract	3,777.50	69,791.37
Bill	01/31/2023	5213	Louis T. Rosenberg	General Matters	2,007.95	71,799.32
Bill	01/31/2023	5214	Louis T. Rosenberg	HC Wheeling Agreement	6,050.50	77,849.82
Bill	02/28/2023	5285	Louis T. Rosenberg	General Matters	4,807.45	82,657.27
Bill	02/28/2023	5283	Louis T. Rosenberg	Construction Committee	1,186.50	83,843.77
Bill	02/28/2023	5288	Louis T. Rosenberg	Nanostone	4,227.50	88,071.27
Bill	02/28/2023	5287	Louis T. Rosenberg	Legislation	1,605.00	89,676.27
Bill	02/28/2023	5289	Louis T. Rosenberg	Policy Committee	6,806.85	96,483.12
Bill	02/28/2023	5290	Louis T. Rosenberg	SAWS	2,748.50	99,231.62
Bill	02/28/2023		Louis T. Rosenberg	HC Wheeling Agreement	813.50	100,045.12
Bill	02/28/2023	5284	Louis T. Rosenberg	WR Generator	3,251.06	103,296.18
Bill	03/31/2023	5357	Louis T. Rosenberg	WR Generator Project	1,619.50	104,915.68
Bill	03/31/2023	5356	Louis T. Rosenberg	Construction Committee	812.00	105,727.68
Bill	03/31/2023	5358	Louis T. Rosenberg	Funding Opportunities	475.50	106,203.18
Bill	03/31/2023	5354	Louis T. Rosenberg	Policy Committee	1,508.75	107,711.93
Bill	03/31/2023	5355	Louis T. Rosenberg	Crystal Clear/CRWA Agreement	549.00	108,260.93
Bill	03/31/2023	5360	Louis T. Rosenberg	Wheeling Agreement	448.00	108,708.93
Bill	03/31/2023	5361	Louis T. Rosenberg	Legislation	2,356.00	111,064.93
Bill	03/31/2023	5362	Louis T. Rosenberg	Nanostone	1,241.50	112,306.43
Bill	03/31/2023	5363	Louis T. Rosenberg	Policy Committee	7,654.30	119,960.73
Bill	03/31/2023	5365	Louis T. Rosenberg	SAWS	1,124.50	121,085.23
Bill	03/31/2023	5364	Louis T. Rosenberg	Retail Service Issues	1,640.00	122,725.23
Bill	03/31/2023	5359	Louis T. Rosenberg	General Matters	5,535.95	128,261.18
Bill	04/30/2023	5434	Louis T. Rosenberg	GCUWCD Export Fee	251.50	128,512.68
Bill	04/30/2023	5431	Louis T. Rosenberg	Legislation	4,043.50	132,556.18
Bill	04/30/2023	5433	Louis T. Rosenberg	Wells Ranch III	334.00	132,890.18
Bill	04/30/2023	5427	Louis T. Rosenberg	Crystal Clear/CRWA Agreement	334.00	133,224.18
Bill	04/30/2023	5428	Louis T. Rosenberg	Shannon-Monk	821.00	134,045.18
Bill	04/30/2023	5432	Louis T. Rosenberg	Policy Committee	3,793.45	137,838.63
Bill	04/30/2023	5430	Louis T. Rosenberg	Hays Caldwell	2,786.00	140,624.63
Bill	04/30/2023	5429	Louis T. Rosenberg	General Matters	3,515.45	144,140.08
Bill	05/31/2023	5491	Louis T. Rosenberg	Shannon-Monk	82.50	144,222.58
Bill	05/31/2023	5493	Louis T. Rosenberg	HC Wheeling Contract	4,000.00	148,222.58
Bill	05/31/2023	5494	Louis T. Rosenberg	Policy Committee	3,822.90	152,045.48
Bill	05/31/2023	5492	Louis T. Rosenberg	General Matters	4,725.50	156,770.98
Bill	06/30/2023	5558	Louis T. Rosenberg	General Matters	3,358.40	160,129.38
Bill	06/30/2023	5559	Louis T. Rosenberg	HC Wheeling Agreements	196.50	160,325.88
Bill	06/30/2023	5557	Louis T. Rosenberg	Construction Committee	330.00	160,655.88

CANYON REGIONAL WATER AUTHORITY
Legal Fees by Payee
October 2022 through August 2023

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Bill	06/30/2023	5560	Louis T. Rosenberg	Legislation	156.00	160,811.88
Bill	06/30/2023	5561	Louis T. Rosenberg	Policy Committee	5,097.95	165,909.83
Total Louis T. Rosenberg					165,909.83	165,909.83
TOTAL					337,405.52	337,405.52

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Category
October 2022 through August 2023

Type	Date	Num	Name	Memo	Amount
Other Charges					
Legal & professional fees					
Contracts					
Bill	10/31/2022	5004	Louis T. Rosenberg	Nanostone Contract	264.00
Bill	10/31/2022	5007	Louis T. Rosenberg	SAWS Contract Attorney Inquiry	2,521.00
Bill	11/30/2022	5080	Louis T. Rosenberg	Wheeling Agreement	302.50
Bill	11/30/2022	5075	Louis T. Rosenberg	Nanostone Contract	1,012.50
Bill	11/30/2022	5078	Louis T. Rosenberg	SAWS Water Contract	152.00
Bill	12/31/2022	5158	Louis T. Rosenberg	Wheeling Agreement	609.00
Bill	12/31/2022	5156	Louis T. Rosenberg	SAWS	1,316.50
Bill	12/31/2022	3587	Attorney R. L. Wilson	September-December 2022	1,185.00
Bill	01/31/2023	5217	Louis T. Rosenberg	SAWS Water Contract	803.50
Bill	01/31/2023	5214	Louis T. Rosenberg	HC Wheeling Agreement	6,050.50
Bill	02/10/2023	3605	Attorney R. L. Wilson	HC Pall Agreement	2,190.00
Bill	02/10/2023	3607	Attorney R. L. Wilson	LD Nanostone	4,275.00
Bill	02/10/2023	3606	Attorney R. L. Wilson	WR Generator Project	3,143.95
Bill	02/28/2023	5288	Louis T. Rosenberg	Nanostone	4,227.50
Bill	02/28/2023	5290	Louis T. Rosenberg	SAWS	2,748.50
Bill	02/28/2023		Louis T. Rosenberg	HC Wheeling Agreement	813.50
Bill	02/28/2023	5284	Louis T. Rosenberg	WR Generator	3,251.06
Bill	02/28/2023	3630	Attorney R. L. Wilson	HC Pall Agreement	2,895.00
Bill	02/28/2023	3631	Attorney R. L. Wilson	LD Nanostone	3,028.42
Bill	03/31/2023	5355	Louis T. Rosenberg	Crystal Clear/CRWA Agreement	549.00
Bill	03/31/2023	5360	Louis T. Rosenberg	Wheeling Agreement	448.00
Bill	03/31/2023	5362	Louis T. Rosenberg	Nanostone	1,241.50
Bill	03/31/2023	5365	Louis T. Rosenberg	SAWS	1,124.50
Bill	03/31/2023	5364	Louis T. Rosenberg	Retail Service Issues	1,640.00
Bill	03/31/2023	3648	Attorney R. L. Wilson	Nanostone	825.00
Bill	03/31/2023	3647	Attorney R. L. Wilson	Pall Trailer	405.00
Bill	04/30/2023	5427	Louis T. Rosenberg	Crystal Clear/CRWA Agreement	334.00
Bill	04/30/2023	5430	Louis T. Rosenberg	Hays Caldwell	2,786.00
Bill	04/30/2023	3666	Attorney R. L. Wilson	HC WTP	825.00
Bill	04/30/2023	3665	Attorney R. L. Wilson	Policy Committee & Contracts	3,150.00
Bill	05/31/2023	5493	Louis T. Rosenberg	HC Wheeling Contract	4,000.00
Bill	05/31/2023	3684	Attorney R. L. Wilson	Hays Caldwell Overages & Co...	7,607.13
Bill	06/30/2023	5559	Louis T. Rosenberg	HC Wheeling Agreements	196.50
Bill	07/31/2023	1791	Bryant Law PC	RE: Louis Rosenberg	1,320.00
Bill	07/31/2023	1793	Bryant Law PC	RE: Louis Rosenberg	3,750.00
Bill	08/26/2023	3701	Attorney R. L. Wilson	Hays Caldwell 06/01/23-07/31...	11,265.00
Bill	08/31/2023	1899	Bryant Law PC	RE: Louis Rosenberg	1,019.00
Total Contracts					83,275.06
Personnel					
Bill	10/31/2022	5005	Louis T. Rosenberg	Personnel Matters	1,114.00
Bill	11/30/2022	5076	Louis T. Rosenberg	Personnel Matters	6,115.00
Bill	12/31/2022	5154	Louis T. Rosenberg	Personnel Matters	778.00
Total Personnel					8,007.00
Committee Matters					
Bill	10/31/2022	5006	Louis T. Rosenberg	Policy & Legislation Committee	5,733.76
Bill	10/31/2022	5002	Louis T. Rosenberg	Construction Committee	1,749.63
Bill	11/30/2022	5072	Louis T. Rosenberg	Construction Committee	385.00
Bill	11/30/2022	5077	Louis T. Rosenberg	Policy & Legislation Committee	7,344.56
Bill	12/31/2022		Louis T. Rosenberg	Construction Committee	380.00
Bill	12/31/2022	5155	Louis T. Rosenberg	Policy & Legislation Committee	3,575.76
Bill	01/31/2023	5216	Louis T. Rosenberg	Policy Committee	7,568.90
Bill	02/28/2023	5283	Louis T. Rosenberg	Construction Committee	1,186.50
Bill	02/28/2023	5289	Louis T. Rosenberg	Policy Committee	6,806.85
Bill	03/31/2023	5356	Louis T. Rosenberg	Construction Committee	812.00
Bill	03/31/2023	5354	Louis T. Rosenberg	Policy Committee	1,508.75
Bill	03/31/2023	5363	Louis T. Rosenberg	Policy Committee	7,654.30
Bill	04/19/2023	461185	Employers Council	Legal Services-Employee Poli...	810.00
Bill	04/30/2023	5432	Louis T. Rosenberg	Policy Committee	3,793.45
Bill	04/30/2023	3665	Attorney R. L. Wilson	Policy Committee & Contracts	4,200.00
Bill	05/31/2023	5494	Louis T. Rosenberg	Policy Committee	3,822.90
Bill	05/31/2023	5492	Louis T. Rosenberg	General Matters	4,725.50
Bill	06/30/2023	5557	Louis T. Rosenberg	Construction Committee	330.00

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Category

October 2022 through August 2023

Type	Date	Num	Name	Memo	Amount
Bill	06/30/2023	5561	Louis T. Rosenberg	Policy Committee	5,097.95
Bill	07/31/2023	1792	Bryant Law PC	RE: Louis Rosenberg	3,974.90
Bill	08/31/2023	1900	Bryant Law PC	RE: Louis Rosenberg	1,370.10
Total Committee Matters					72,830.81
Wells Ranch					
Bill	12/31/2022	5151	Louis T. Rosenberg	WR Generators	3,980.00
Bill	12/31/2022	5157	Louis T. Rosenberg	Wells Ranch Phase II	1,155.00
Bill	12/31/2022	3588	Attorney R. L. Wilson	September-December 2022	5,282.25
Bill	01/31/2023	5212	Louis T. Rosenberg	WR Generator Contract	3,777.50
Bill	02/28/2023	3632	Attorney R. L. Wilson	WR Generator Project	3,647.11
Bill	03/31/2023	5357	Louis T. Rosenberg	WR Generator Project	1,619.50
Bill	03/31/2023	3649	Attorney R. L. Wilson	WR Generator Project	2,925.00
Bill	04/30/2023	5434	Louis T. Rosenberg	GCUWCD Export Fee	251.50
Bill	04/30/2023	5433	Louis T. Rosenberg	Wells Ranch III	334.00
Bill	04/30/2023	5428	Louis T. Rosenberg	Shannon-Monk	821.00
Bill	04/30/2023	3667	Attorney R. L. Wilson	Wells Ranch	5,720.88
Bill	05/31/2023	5491	Louis T. Rosenberg	Shannon-Monk	82.50
Bill	05/31/2023	3685	Attorney R. L. Wilson	Wells Ranch	4,455.00
Bill	08/26/2023	3700	Attorney R. L. Wilson	Wells Ranch 06/01/23-07/31/23	5,460.00
Total Wells Ranch					39,511.24
General					
Bill	10/31/2022	5001	Louis T. Rosenberg	Bolton Road Meter Station	179.50
Bill	10/31/2022	5003	Louis T. Rosenberg	General Matters	5,794.63
Bill	11/30/2022	5073	Louis T. Rosenberg	General Matters	6,266.13
Bill	12/31/2022	5152	Louis T. Rosenberg	General Matters	1,188.00
Bill	12/31/2022	3586	Attorney R. L. Wilson	September-December 2022	20,899.50
Bill	01/31/2023	5213	Louis T. Rosenberg	General Matters	2,007.95
Bill	02/10/2023	3604	Attorney R. L. Wilson	General Matters	6,590.00
Bill	02/28/2023	5285	Louis T. Rosenberg	General Matters	4,807.45
Bill	02/28/2023	3629	Attorney R. L. Wilson	General Matters	6,645.00
Bill	03/31/2023	5358	Louis T. Rosenberg	Funding Opportunities	475.50
Bill	03/31/2023	5359	Louis T. Rosenberg	General Matters	5,535.95
Bill	03/31/2023	3646	Attorney R. L. Wilson	General Matters-Policies	7,995.00
Bill	04/30/2023	5429	Louis T. Rosenberg	General Matters	3,515.45
Bill	04/30/2023	3665	Attorney R. L. Wilson	Policy Committee & Contracts	2,280.00
Bill	05/31/2023	3683	Attorney R. L. Wilson	General Matters	2,775.00
Bill	06/30/2023	5558	Louis T. Rosenberg	General Matters	3,358.40
Bill	07/31/2023	1790	Bryant Law PC	RE: Louis Rosenberg	3,863.45
Bill	08/26/2023	3699	Attorney R. L. Wilson	General Matters 06/01/23-07/...	9,225.00
Bill	08/31/2023	1898	Bryant Law PC	RE: Louis Rosenberg	4,494.00
Total General					97,895.91
Water Rights					
Bill	11/30/2022	5074	Louis T. Rosenberg	HC Contract Water Rights Iss...	2,089.50
Bill	12/31/2022	5153	Louis T. Rosenberg	HC Water Rights Issues	3,003.00
Total Water Rights					5,092.50
Legislation					
Check	10/28/2022	35928	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Check	12/02/2022	36024	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Check	12/22/2022	36113	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Bill	01/31/2023	5215	Louis T. Rosenberg	Legislation	632.50
Check	02/03/2023	36315	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Bill	02/28/2023	5287	Louis T. Rosenberg	Legislation	1,605.00
Check	03/03/2023	36416	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Check	03/29/2023	36511	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Bill	03/31/2023	5361	Louis T. Rosenberg	Legislation	2,356.00
Check	04/28/2023	36618	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Bill	04/30/2023	5431	Louis T. Rosenberg	Legislation	4,043.50
Check	05/26/2023	36716	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Check	06/30/2023	36824	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Bill	06/30/2023	5560	Louis T. Rosenberg	Legislation	156.00

CANYON REGIONAL WATER AUTHORITY
Legal Fees by Category
October 2022 through August 2023

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	07/28/2023	37004	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Check	08/25/2023	37125	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Total Legislation					30,793.00
Total Legal & professional fees					337,405.52
Total Other Charges					337,405.52
TOTAL					337,405.52

Wells Ranch Project - Phase II
Bond Series 2015
Budget vs. Actual
August 31, 2023

	TOTAL	TOTAL	%
	BUDGET	DISBURSEMENTS	Complete
Wells Ranch Series 2015 Bond Proceeds	42,000,000.00	42,000,000.00	100.00%
Bond Issue Costs	420,840.00	420,840.00	100.00%
Capitalized Interest	1,664,000.00	1,664,000.00	100.00%
Beginning Cash Available for Project	39,915,160.00	39,915,160.00	100.00%
Preliminary Engineering Report	25,000.00	25,000.00	100.00%
Environmental Services	54,080.82	54,080.82	100.00%
Engineering Add'l Services (RCE Inspections)	317,067.50	317,067.50	100.00%
Inspection Services (HOT)	37,510.00	37,510.00	100.00%
SCADA Engineering Services	50,000.00	50,000.00	100.00%
Legal Notices	22,940.45	22,940.45	100.00%
Prof Services-TWDB Assistance	15,887.86	15,887.86	100.00%
Santa Clara Road TM	4,545,112.65	4,545,112.65	100.00%
Crystal Clear TM	3,102,090.36	3,102,090.36	100.00%
Wagner Booster Station Expansion	4,472,598.27	4,472,598.25	100.00%
Wells Ranch Plant Improvements	7,678,408.73	7,678,407.73	100.00%
Leissner Booster Station Imp.			
Legal Fees	110,925.31	110,925.31	100.00%
Basic Engineering Services	227,160.00	227,160.00	100.00%
Engineering Add'l Services	50,078.25	48,272.75	96.39%
Construction Costs - 2 MG Tank (Preload)	1,533,365.90	1,533,365.90	100.00%
Construction Costs - Facility (Payton)	1,185,478.00	1,185,478.00	100.00%
SCADA	16,000.00	16,000.00	100.00%
Total Leissner Booster Stn Expansion	3,123,007.46	3,121,201.98	99.94%
Oak Tree Elevated Storage Tank	2,778,256.00	2,778,256.02	100.00%
Well Field (7 wells)	10,812,545.17	10,812,544.67	100.00%
Generator Installation Project			
Legal, Consultant Fees	55,240.83	55,240.83	100.00%
Legal Notices	5,864.16	5,864.16	100.00%
Basic Engineering Services	203,320.00	172,822.00	85.00%
Engineering Add'l Services	9,000.00	9,000.00	100.00%
Generator Project Rework	9,283.27	9,283.27	100.00%
Deadman Well Site			
Generator Cost	71,265.00	54,522.00	76.51%
Generator Installation	202,500.00	181,827.00	89.79%
Total Deadman Well Site	273,765.00	236,349.00	86.33%
Deer Stand Well Site			
Generator Cost	71,265.00	54,522.00	76.51%
Generator Installation	202,500.00	181,826.60	89.79%
Total Deer Stand Well Site	273,765.00	236,348.60	86.33%
Wells Ranch WTP Site			
Generator Cost-WTP	317,295.00	242,748.90	76.51%
Generator Cost-MCC-2	279,140.00	213,559.37	76.51%
Generator Installation-WTP	412,350.00	368,178.12	89.29%
Generator Installation-MCC-2	376,140.00	337,062.06	89.61%
Total Wells Ranch WTP Site	1,384,925.00	1,161,548.45	83.87%
Leissner BPS Site			
Generator Cost	212,200.00	162,343.80	76.51%
Generator Installation	337,000.00	302,473.26	89.75%
Total Leissner BPS Site	549,200.00	464,817.06	84.64%
Wagner Booster Station			
Generator Cost	212,200.00	162,343.80	76.51%
Generator Installation	259,000.00	232,034.40	89.59%
Total Wagner Booster Station	471,200.00	394,378.20	83.70%
Well #5 & Well #13 Generator Cost	71,710.00	54,862.65	76.51%
Mobilization, Bonds & Insurance	119,000.00	96,390.00	81.00%
Total Generator Installation Project	3,426,273.26	2,896,904.22	84.55%
Total Phase II - 2015	40,460,778.53	39,929,602.49	98.69%
Unallocated Contingency	-545,618.53		
Total Expenditures		39,929,602.49	
Interest Income	440,264.93	440,264.93	
Cash from General Funds	67,429.84	67,429.84	
Cash from General Funds	37,923.76	0.00	
Ending Cash	0.00	493,252.28	

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10/03/23

Accrual Basis

Wells Ranch Phase II - 2015
Account Activity
As of August 31, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
BOKF, NA, Austin - Escrow							124,420.65
Deposit	08/01/2023			Interest	Interest Income...	481.61	124,902.26
Total BOKF, NA, Austin - Escrow						481.61	124,902.26
Logic-Construction Acct							368,645.99
Deposit	08/31/2023			Interest	Interest Income...	1,704.03	368,350.02
Total Logic-Construction Acct						1,704.03	368,350.02
TOTAL						2,185.64	493,252.28

**Hays Caldwell WTP Improvements
Budget vs. Actual
August 31, 2023**

	TOTAL BUDGET	TOTAL DISBURSEMENTS	%
Hays Caldwell Series 2017 Bond Net Proceeds	4,801,596.00	4,801,596.00	100.00%
Hays Caldwell Series 2021 Bond Net Proceeds	12,355,000.00	12,355,000.00	100.00%
City of San Marcos Cash Contribution	511,593.00	511,593.00	100.00%
City of San Marcos Cash Contribution	4,634,982.00	4,634,982.00	100.00%
Beginning Cash Available for Project	22,303,171.00	22,303,171.00	100.00%
Land Purchase - 2.009 Acres	555,628.44	555,628.44	100.00%
TWDB D-Fund Application Services	35,700.00	35,700.00	100.00%
HMGP Application	12,000.00	12,000.00	100.00%
Basic Engineering Services:			
Preliminary Phase	403,700.00	403,700.00	100.00%
Design Phase	728,400.00	728,400.00	100.00%
Bid Phase	73,900.00		0.00%
Construction Phase	458,800.00		0.00%
Total Basic Engineering Services	1,664,800.00	1,132,100.00	68.00%
Additional Engineering Services:			
Environmental Review & Permitting	121,200.00	107,838.80	88.98%
Topographic Survey	36,900.00	32,950.00	89.30%
Warranty Phase	30,900.00		0.00%
Start-Up Services	59,000.00		0.00%
O&M Manual Update	16,900.00		0.00%
Water Treatment Plant Audit	0.00		0.00%
Flood Protection	0.00		0.00%
CT Study & TCEQ Update	17,000.00	16,954.00	99.73%
Constr Observation & Resident	174,000.00		0.00%
Geotechnical Investigation	76,200.00	76,186.25	99.98%
TWDB & TCEQ Coordination	102,500.00	102,617.49	100.11%
Power System Study	55,000.00	55,000.00	100.00%
City of San Marcos Permitting	104,200.00	104,270.89	100.07%
City of San Marcos Platting	28,900.00	29,911.00	103.50%
Ozone Bldg Upgrade to CMU	49,800.00	46,813.60	94.00%
TCEQ Pilot Study	4,000.00		0.00%
Preconstruction T&E Surveys-Terrestrial	2,600.00		0.00%
Preconstruction T&E Surveys-Mussels	8,500.00		0.00%
Dewatering Aquatic Resources	27,600.00		0.00%
Geotechnical Baseline for River Intake	4,800.00	4,782.50	99.64%
Cultural Resources Constr Monitoring	42,500.00		0.00%
OSSF Irrigation Reconfig & Permitting	9,000.00		0.00%
Total Additional Engineering Services	971,500.00	577,324.53	59.43%
HCWTP Ozone Deman & Decay Testing	9,992.00	9,992.00	100.00%
City of San Marcos-Permits	4,229.74	4,229.74	100.00%
SCADA			
Design Fees	20,000.00	3,963.75	19.82%
Construction Costs	150,000.00		0.00%
Total SCADA Costs	170,000.00	3,963.75	2.33%
Bluebonnet Electric Coop - Service Entrances	60,512.02	60,512.02	0.00%

**Hays Caldwell WTP Improvements
Budget vs. Actual
August 31, 2023**

	TOTAL BUDGET	TOTAL DISBURSEMENTS	%
Probable Construction Costs			
Raw Water Pump Station & Intake	1,581,000.00		0.00%
Yard Piping	1,630,000.00		0.00%
Clarifier Upgrades	1,173,000.00		0.00%
Splitter Box	479,000.00		0.00%
Chemical Feed & Storage	232,000.00		0.00%
Ozone Improvements	2,005,000.00		0.00%
New 1 MG GST & Rehab Existing 1 MG Tank	1,938,000.00		0.00%
HSPS Improvements	288,000.00		0.00%
Recycle Pump Station	128,000.00		0.00%
Decant Pump Station	97,000.00		0.00%
Decant Ponds	875,000.00		0.00%
Site Civil Paving, etc.	563,000.00		0.00%
Electrical Improvement	2,951,000.00		0.00%
HVAC Improvement	260,000.00		0.00%
Instrumentations & Controls	953,000.00		0.00%
Subtotal	15,153,000.00	0.00	0.00%
Contractors' Overhead & Profit - 15%	2,272,950.00		0.00%
Bond & Insurance - 2%	303,060.00		0.00%
Permits - 1.5%	228,040.00		0.00%
Contingency - 15%	2,272,950.00		0.00%
Base Bid Total Cost	20,230,000.00	0.00	0.00%
Additive Alternative I	422,000.00		0.00%
Additive Alternative II	602,000.00		0.00%
Additive Alternative III	30,000.00		0.00%
Additive Alternative IV	20,000.00		0.00%
Additive Alternative V	45,000.00		0.00%
Total Probable Construction Costs	21,349,000.00	0.00	0.00%
Total Hays Caldwell WTP Improvements	24,833,362.20	2,391,450.48	9.63%
Unallocated Contingency	-2,530,191.20		0.00%
Total Expenditures		2,391,450.48	
Interest Income		1,163,779.56	
Ending Cash		21,075,500.08	

9:39 AM
 10/03/23
 Accrual Basis

Hays Caldwell WTP Improvements
Banking Activity
 As of August 31, 2023

Type	Date	Num	Name	Memo	Amount	Balance
First United, Special #7162						0.00
Check	08/18/2023	4922	Bluebonnet ...	Contribution-In-Aid of Construction	-60,512.02	-60,512.02
Transfer	08/18/2023			Funds Transfer	60,512.02	0.00
Total First United, Special #7162					0.00	0.00
Logic, Construction Acct						16,933,263.63
Transfer	08/18/2023			Funds Transfer	-60,512.02	16,872,751.61
Deposit	08/31/2023			Interest	78,571.03	16,951,322.64
Total Logic, Construction Acct					18,059.01	16,951,322.64
BOKF, NA						4,107,805.57
Deposit	08/01/2023			Interest	16,371.87	4,124,177.44
Total BOKF, NA					16,371.87	4,124,177.44
TOTAL					34,430.88	21,075,500.08

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	CONSENT AGENDA ITEM QUARTERLY INVESTMENT REPORT	CRWA 23-10-060

INITIATED BY

JOAN WILKINSON

STAFF RECOMMENDATION

Approve the Fourth Quarter FY2023 Investment Report.

BACKGROUND INFORMATION

The Fourth Quarter FY2023 Investment Report is attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-060

BE IT RESOLVED that the Fourth Quarter FY2023 Investment Report of Canyon Regional Water Authority is approved.

Adopted this 11th day of October 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**Canyon Regional Water Authority
Quarterly Investment Report
September 30, 2023**

	Portfolio as of June 30, 2023		Portfolio as of September 30, 2023				
	Beginning Book Value	Ending Market Value	July Earnings	August Earnings	September Earnings	Quarterly Earnings	Rate
Operating Accounts-First United Bank							
Operating Account	\$46,620,977.35	\$1,042,989.60	\$910.95	\$506.47	\$516.74	\$1,934.16	0.35%
Special Account	\$46,620,977.35	\$2,128.18	\$0.58	\$2.37	\$21.02	\$23.97	0.35%
Money Market	\$1,082,039.29	\$1,161,243.66	\$3,667.81	\$4,004.72	\$4,092.05	\$11,764.58	4.31%
HC SM Capacity Buy-In	\$1,665,523.90	\$1,153,952.80	\$5,314.30	\$4,116.54	\$3,998.06	\$13,428.90	4.31%
Total Operating Accounts	\$5,845,417.62	\$3,360,314.24				\$27,151.61	
Reserved Accounts-First United Bank							
LD/MC Exempt 2016	\$4,051,183.26	\$1,716,365.45	\$12,519.15	\$4,098.28	\$5,179.72	\$21,797.15	4.31%
HC 2005	\$9,547.71	\$3,366.67	\$454.89	\$8.59	\$10.42	\$473.90	4.31%
HC 2017	\$331,631.43	\$130,890.26	\$1,097.56	\$262.94	\$357.10	\$1,717.60	4.31%
HC 2021	\$580,302.36	\$284,096.50	\$1,945.90	\$653.42	\$814.16	\$3,413.48	4.31%
HC 2021 - Refunding	\$156,711.69	\$72,601.49	\$523.59	\$168.76	\$208.90	\$901.25	4.31%
Wells Ranch Series 2015	\$3,451,636.55	\$1,526,517.82	\$11,498.77	\$3,801.91	\$4,512.14	\$19,812.82	4.31%
Wells Ranch Series 2016	\$2,938,968.98	\$1,296,491.39	\$9,050.57	\$3,100.28	\$3,920.92	\$16,071.77	4.31%
Wells Ranch Series 2021 - Refunding	\$1,073,733.53	\$494,757.37	\$3,586.24	\$1,163.02	\$1,429.73	\$6,178.99	4.31%
Repair and Replacement Fund	\$3,873,955.95	\$4,258,147.48	\$13,221.55	\$14,592.13	\$14,859.21	\$42,672.89	4.31%
LD Membrane Fund	\$1,130,435.72	\$1,060,845.85	\$3,806.37	\$3,752.46	\$3,782.67	\$11,341.50	4.31%
LD Membrane-Nanostone Escrow	\$192,906.15	\$289,497.99	\$49.15	\$73.72	\$71.37	\$194.24	0.30%
HC Membrane Fund	\$412,027.65	\$415,372.91	\$1,356.34	\$1,418.44	\$1,427.28	\$4,202.06	4.31%
Total Reserved Accounts	\$18,183,040.98	\$11,548,951.18				\$128,777.65	
Investment Pools - Logic							
Wells Ranch Construction	\$365,003.87	\$776.64	\$1,642.12	\$1,704.03	\$776.64	\$4,122.79	5.4291%
General Funds	\$1,183,858.19	\$1,200,128.26	\$5,326.04	\$5,526.79	\$5,417.24	\$16,270.07	5.4291%
HC 2017 Construction	\$16,857,423.99	\$16,957,902.34	\$75,839.64	\$78,571.03	\$76,700.14	\$231,110.81	5.4291%
Total Investment Pools	\$18,406,286.05	\$18,158,807.24				\$251,503.67	
Escrow Accounts - BOKF, NA, Austin							
Wells Ranch Series 2015	\$123,957.01	\$125,380.47	\$463.64	\$481.61	\$478.21	\$1,423.46	4.18%
HC Series 2017	\$4,092,275.59	\$4,140,902.22	\$15,529.88	\$16,371.87	\$16,724.78	\$48,626.53	4.82%
Total Escrow Accounts	\$4,216,232.70	\$4,266,282.69				\$50,049.99	
Total Cash to Date	\$46,620,977.35	\$37,334,355.35				\$27,151.61	

The above reporting is submitted in accordance with the Public Funds Investment Act and the Authority's Investment Policy.


Joan Wilkinson, Investment Officer


John Kauffman, Investment Officer

MEMORANDUM

To: CRWA Board of Trustees
From: John M. Kaufman, General Manager
Date: September 11, 2023
Subject: CRWA Staff Report

Presentations/Discussions

A. Update on Proposed Hays Caldwell Transmission Line

Pursuant to CRWA Resolution 23-08-047, Gallegos Engineering, Inc. was issued an Engineering Service Order to determine the alignment of the proposed transmission line to the County Line SUD point of delivery for a cost not to exceed \$25,000.

Route A:

Mr. Richard Gallegos has been studying a route that would extend the transmission line north from the Hays Caldwell WTP parallel to FM 102 about 760 feet to FM 80 and east about 1,580 feet along FM 80 to the planned FM 110 roadway. The transmission line would continue north along FM 110 about 10,600 feet to FM 21. Along FM 21 the transmission line would continue to the northeast about 11,400 feet to a proposed new point of delivery near William Pettus Road. CRWA understands the County Line SUD plans to construct a 12-inch diameter pipeline from its current point of delivery near the intersection of FM 21 and FM 1966 to a new point of delivery near the intersection of FM 21 and William Pettus Road to access water from the City of San Marcos. The total length of the Hays Caldwell transmission line along this proposed route would be approximately 22,000 feet, or nearly 4.2 miles. The transmission line will need to cross beneath a drainage and a Union Pacific rail line.

There are numerous easements that would need to be obtained along this proposed route with an uncertain cost. There is also uncertainty about access to the right-of-way along the planned alignment of FM 110. According to a recent correspondence from TxDOT to Mr. Gallegos, TxDOT does not "*want to directly rule that utilities were covered by the Hays County / Department of Labor agreement.*" As such, TxDOT requested that Hays County contact the Job Corp, which owns property along the planned FM 110 alignment, to confirm if utilities can use the right-of-way. Also, FM 21 is to be widened in the future, according to TxDOT.

Route B:

An alternative route identified by Mr. Gallegos would take the transmission line northwest from the Hays Caldwell WTP along FM 80 to FM 21 and along FM 21 to William Pettus Road. The total transmission line distance would be about 29,000 feet, or nearly 5.5 miles. This alternative route would also increase the number of easements to be acquired. Neither transmission line route described above addresses the additional need for a new transmission line to Martindale WSC.

Route C:

CRWA staff are also considering the feasibility of routing the transmission line from the Hays Caldwell Plant northeastward more or less along FM 1984 and around the community of Reedville



to FM 1966 where CRWA owns an existing 10,000-foot 16-inch transmission line that currently delivers treated water directly to County Line SUD.

The number of easements to be acquired along this route may be considerably less than the two routes described above. This transmission line route would also eliminate the need for a separate line to Martindale WSC and could provide metered connection opportunities for Maxwell SUD. The length of this transmission line route may be nearly 27,000 feet (about 5.1 miles) depending upon the final alignment.

Easement Analysis:

CRWA Staff plans to engage an easement acquisition firm to assist with an easement analysis of the routes being considered. Ultimately, the best transmission line alignment may be determined less by the transmission line length and more by the overall cost of easements and rights-of-way to be acquired plus the cost of the transmission line.

B. Update on Wheeling Agreement with Maxwell SUD for Delivery of Hays Caldwell Water

Please refer to the Report of Trey Wilson to the CRWA Board of Trustees for the 10/11/23 Meeting.

C. Emergency Preparedness – Freezing Weather Response Plan

CRWA's water treatment and pumping facilities are vulnerable to prolonged freezing temperatures if the GVEC electrical power supply is interrupted. Pursuant to Texas Water Code, Section 13.1394, CRWA developed and implemented Emergency Preparedness Plans (EPP) for its three water treatment plants and three booster pump stations. The purpose of the EPP is to prepare for emergencies that result in extended power outages (lasting a duration of at least 24 hours) and remain operational for treated water delivery. The EPP program is administered by TCEQ. Full implementation of the EPP (backup power generation) was suspended in 2022 and 2023 at the Wells Ranch WTP and booster pump stations due to improper design. This issue is progressing toward resolution.

CRWA staff have met and will continue to meet with the GVEC leadership team about the need for uninterrupted power to all CRWA facilities. GVEC understands that CRWA's critical treated water production and pumping systems must remain on, even when power consumption is at a premium. A repeat of the calamities that occurred in February 2021 is not acceptable. GVEC leadership will also be briefed on the time required to reestablish clean water after a water treatment plant shuts down.

CRWA staff are ready to respond to our treatment and pumping sites to ensure power remains on and that the water needs of the members continue to be met. This may include energizing some of our generators that are in place and operational. During a prolonged freeze event our goal is to keep water flowing and water storage tanks full.

CRWA staff continually monitors treated water deliveries to each entity and customer to ensure excessive flows are known as quickly as possible, in the event a line has failed, and the member entity is not yet aware of said failure (avoiding wasted water resources).

D. Risk and Resilience Assessment and Cybersecurity Policy

Pursuant to requirements of the America's Water Infrastructure Act (AWIA) of 2018, CRWA commissioned a Risk and Resilience Assessment (RRA) to identify and analyze risks to CRWA that could result in a loss of service to its customers due to man-made and natural hazards, and to analyze the resilience of the system to withstand certain events and to recover quickly from adverse

effects. The report also identifies potential mitigation strategies to reduce risk and improve resilience and recommends specific cybersecurity mitigation measures (including security measures associated with CRWA's Process Control System) and development of a cybersecurity policy pursuant to AWIA §2013 compliance, the AWWA Cybersecurity Guidance Document, and the AWWA Use Case Tool.

The RRA, which was prepared by CP&Y (now STV) with the assistance of Hierholzer Engineering and CRWA staff in 2020, needs to be updated. CRWA Staff recommends that STV and Hierholzer Engineering be commissioned to prepare the RRA update and needed Cybersecurity Policy in cooperation with CRWA Staff.

E. Open Positions – (Assistant GM and Project Engineer)

The FY2024 CRWA Budget provides funding for a new Assistant General Manager position and a Project Engineer position. CRWA has advertised for both positions since September 15, 2023. Since that time, only one resume has been received for the Assistant General Manager position. However, the resume does not meet the minimum requirements for the position.

Staff have determined that recruiting assistance from a qualified and experienced water utility search firm is needed to attract qualified candidates to be interviewed and selected for the two open positions. Strategic Government Resources (SGR) performed a similar service for CRWA in 2021 when seeking candidates for the then open General Manager position but was the only search firm to submit a proposal to CRWA through a competitive bid process. To expedite the hiring task, Agenda Item 10.E. recommends that SGR be contracted to assist with the recruiting and interviewing process for both the Assistant General Manager position and a Project Engineer position.

F. Status of RFQ for General Counsel

A draft RFQ for the next general counsel is being prepared and should be available for review by the Executive Committee next week.

G. PFAS Class Action Litigation

Background:

Per- and polyfluoroalkyl substances (PFAS) are a category of manufactured chemicals that have been used in industry and consumer products since the 1940's. PFAS substances are a group of synthetic organofluorine chemical compounds that have multiple fluorine atoms attached to an alkyl chain. PFAS substances have characteristics that make them useful in a variety of products, including nonstick cookware, waterproof clothing, and firefighting foam, as well as in certain manufacturing processes.

There are thousands of different PFAS, some of which have been more widely used and studied than others. Perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS), for example, are two of the most widely used and studied chemicals in the PFAS group. PFOA and PFOS have been replaced in the United States with other PFAS in recent years.

One common characteristic of concern of PFAS is that many break down slowly and can build up in people, animals, and the environment over time. PFAS chemicals can be found in surface water, shallow groundwater, wastewater, soil, air, food (fish and dairy products), fire extinguishing foam, chrome plating, electronics, certain textile and paper products, food packaging, household products and dust, personal care products, and biosolids. According to the U.S. Environmental Protection



Agency (EPA), current peer-reviewed scientific studies have shown that human exposure to certain levels of PFAS may lead to adverse health effects, including increased risk of cancer.

EPA is proposing to designate the two PFAS substances -- PFOA and PFOS, including their salts and structural isomers, as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as "Superfund". This proposed rulemaking would increase transparency around releases of these harmful chemicals and help to hold polluters accountable for cleaning up their contamination. The rulemaking would require entities to immediately report releases of PFOA and PFOS that meet or exceed the reportable quantity to the National Response Center, state, or Tribal emergency response commission, and the local or Tribal emergency planning committee (local emergency responders).

In March 2023, EPA announced a proposed National Primary Drinking Water Regulation (NPDWR) for six PFAS including PFOA, PFOS, perfluorononanoic acid (PFNA), hexafluoropropylene oxide dimer acid (HFPO-DA, commonly known as GenX Chemicals), perfluorohexane sulfonic acid (PFHxS), and perfluorobutane sulfonic acid (PFBS). The proposed PFAS NPDWR does not require any action until it is finalized. EPA anticipates finalizing the regulation by the end of 2023.

On September 28, 2023, EPA finalized reporting and recordkeeping requirements for PFAS substances under the Toxic Substances Control Act (TSCA). In accordance with obligations under TSCA, as amended by the National Defense Authorization Act for Fiscal Year 2020, EPA is requiring any person that manufactures (including imported) or has manufactured (including imported) PFAS or PFAS-containing articles in any year since January 1, 2011, to electronically report information regarding PFAS uses, production volumes, disposal, exposures, and hazards. In addition to fulfilling statutory obligations under TSCA, this rule enables EPA to better characterize the sources and quantities of manufactured PFAS in the United States.

Any entities, including small entities, that have manufactured (including imported) PFAS in any year since 2011 will have 18 months following the effective date of this rule to report PFAS data to EPA. Small manufacturers whose reporting obligations under this rule are exclusively from article imports will have 24 months from the effective date of this rule to report PFAS to EPA.

The final rule expands on the definition of PFAS in the proposed rule to include 41 additional PFAS substances that were identified as being of concern. EPA determined that at least 1,462 PFAS substances that are known to have been made or used in the U.S. since 2011 will be subject to the final rule and better capturing important data the EPA needs to protect human health and the environment from these chemicals.

PFAS Testing by TCEQ:

As reported previously, recent testing of treated water at the Wells Ranch WTP by TCEQ found no detectable presence of 29 specified toxic PFAS chemicals.

Recent testing of treated water at the Lake Dunlap WTP by TCEQ found the presence of 1 out of the 29 specified toxic PFAS chemicals in a concentration slightly exceeding the "reporting limit": Perfluoropentanoic acid (PFPeA). The reporting limit is 3.01 nanograms per liter (ng/L). The measured concentration was 3.71 ng/L. This PFAS compound is found in industrial surfactants and may have come from an upstream wastewater treatment plant discharge.

Prior testing of water at the Hays Caldwell WTP by TCEQ found the presence of 2 out of the 29 specified toxic PFAS chemicals in concentrations slightly exceeding the "reporting limit": Perfluoropentanoic acid (PFPeA) and Perfluorobutanesulfonic acid (PFBS). These PFAS compounds

are found in industrial surfactants and may have come from an upstream wastewater treatment plant discharge and/or water pumped from Lake Dunlap.

Class-Action Lawsuit:

CRWA was contacted by the Napoli Shkolnik law firm in Austin, Texas about joining an ongoing class action lawsuit with other water utilities against the manufacturers of aqueous firefighting foam (AFFF) in a Multi-District Litigation (MDL) involving Defendants DuPont, Chemours, Corteva and 3M Company. AFFF is a PFAS chemical that has been used to distinguish jet fuel and petroleum fires and it widely used both in training and practice for firefighters across the country. Runoff of AFFF chemicals have been known to contaminate surface water and shallow groundwater supplies. AFFF is also the subject of lawsuits by firefighters because of its reported link to numerous forms of cancer.

On June 23, 2023, a settlement was announced with 3M Company. The proposed class settlement ranges between \$10.5 billion to \$12.5 billion and will cover the costs of water treatment needed to eliminate PFAS from public water supplies. This proposed class settlement comes on the heels of a \$1.185 billion class settlement with DuPont, Chemours, and Corteva announced a few weeks ago. According to Mr. Paul Napoli of the Napoli Shkolnik law firm, if CRWA joins the lawsuit, the Napoli Shkolnik law firm can guide CRWA through the process of obtaining compensation once and if these proposed settlements are approved by the court.

H. Update on Award of PFAS Grant Application

In June, we reported that CRWA filed an Emerging Contaminants Project Information Form (PIF) through the Texas Water Development Board (TWDB) for a grant to conduct bench scale and pilot testing for PFAS removal at the Lake Dunlap WTP.

In July, TWDB released draft PFAS project rankings for public comment ending July 17. CRWA's project ranked 11 of just 15 applicants. The ranking system prioritized small water systems and rural areas.

Recently STV (formerly CP&Y), informed CRWA staff that we are qualified to pursue grant funding up to the amount requested (\$2M) to conduct bench scale and pilot testing for PFAS removal at the Lake Dunlap WTP. The amount of the grant and next steps need to be determined.

I. Nanostone Membrane Performance and Potential Settlement of Dispute with Nanostone

Based on treated water production from the Lake Dunlap WTP during the summer months of 2023, CRWA Staff have determined that 88 additional Nanostone modules are needed to raise the nanofiltration permeate capacity to 14.4 MGD at 20 °C. CRWA Staff's analysis and conclusion is to be verified by a qualified engineer.

CRWA Staff Reports

A. Canyon Lake Level and Drought Report

The Canyon Lake Level and Drought Report is contained in the Board Packet. Please note that the precipitation deficit from January through September is 10.53 inches.

B. Water Treatment, Storage, and Transmission Operations

i. Lake Dunlap WTP:

- Water Production – Raw and treated water production tables from January through September 2023 are included in the Board Packet.
- Taste and Odor – Constituents remain low with no recent taste and odor complaints.
- PFAS Test Results – There are no new PFAS test results to report.
- SOQs for Engineering Design Services – Presentation/interviews with four engineering firms were conducted on Monday, September 25 before the ad hoc LDWTP project selection committee. Based on the scoring of the SOQs and presentation/interviews, Garver Engineering received the highest overall score. Garver Engineering is therefore recommended by the selection committee to be chosen to negotiate an engineering design services contract with CRWA for the LDWTP improvements project.

ii. Hays Caldwell WTP:

- Water Production – Raw and treated water production tables from January through September 2023 are included in the Board Packet.
- Pall Mobile Membrane Trailer – The Pall mobile membrane trailer continues to operate as anticipated.
- Nonfilter Building Improvements – Staff met recently with Ardurra to discuss remaining tasks, a request for information from TWDB, the bidding process to install a new treated water storage tank, and value engineering opportunities.
- Planned Filter Building Improvements – A Service Order was signed with Ardurra to begin work on initial engineering tasks.

iii. Wells Ranch WTP:

- Water Production – Raw and treated water production tables from January through September 2023 are included in the Board Packet.
- Well Rehabilitation and Pump Repairs – The vertical turbine pump is being reinstalled in Well No. 1.

C. Wells Ranch III Project

i. Draft Water Supply and Treatment Contract:

Trey Wilson, Stephanie Leibe, Mark McLiney, and John Kaufman met on October 2 to discuss a path for determining overage fees and reimbursements to entities. Stephanie will prepare a new draft contract using input from Mr. Wilson and Mr. Kaufman.

ii. Groundwater Leasing and Permitting:

- Groundwater Leasing – In Guadalupe County, staff is pursuing an opportunity to lease 621.67 af/yr of Carrizo aquifer groundwater from the Beaty family. In Gonzales

County, staff is pursuing opportunities to lease about 7,000 af/yr of Carrizo aquifer groundwater from Ms. Sue Ortman and the Lester family. Staff is also pursuing an opportunity to lease nearly 8,552 af/yr of Carrizo groundwater from eight separate property owners.

- Groundwater Permitting – A hearing before the Gonzales County Underground Water Conservation District to determine standing by the opponents to CRWA’s request to amend its permit by 920 acre-feet for Well-14 is currently scheduled for November 2, 2023.

D. South Texas Regional Water Planning Group – Region L

The Region L technical consultant team is reviewing projects from the previous Region L Plan to identify any infeasible strategies. As a part of the infeasible strategies task, the technical consultant team is conducting a mid-cycle analysis of the previous 2021 Region L Plan to identify any strategies or projects that were recommended in the 2021 Region L Plan that may require modifications or amendments due to recent changes.

CRWA recently received a request from the Project Manager of the Region L technical consultant team, Lauren E. Gonzalez, (Planning & Regulatory Permitting Lead, Water with Black & Veatch), to provide responses to certain questions concerning Wells Ranch 3, Lake Dunlap WTP, Hays Caldwell WTP, and the Brackish Wilcox aquifer project. Staff are working on draft responses to the questions and will provide a draft for review and comment by the Construction Committee.

The next meeting of the Region L Planning Group is November 2, 2023, at SAWS’ office in San Antonio at 9:30 am.

E. Guadalupe River Habitat Conservation Plan

Staff attended the first Guadalupe River Habitat Conservation Plan Stakeholder Meeting at GBRA on September 28, 2023, which was heavily attended by employees of the U.S. Fish and Wildlife Service and the Texas Parks & Wildlife Department. Presentations focused on water supply, water quality, and endangered species modeling in the Guadalupe Basin.

F. Groundwater Districts of Guadalupe and Gonzales Counties

i. Guadalupe County Groundwater Conservation District:

- The next meeting of the GCGCD will be on October 12, 2023, during which the Board will consider an application by Springs Hill to increase its annual withdrawal of groundwater from the Carrizo aquifer by 204,242 af/yr.
- Staff and representatives of R. W. Harden & Associates met with Kelley Vickers and Bill Klemt of GCGCD on October 10, 2023, at GCGCD’s office to discuss CRWA’s anticipated water needs and potential projects to be sited within the district. We told Ms. Vickers that CRWA would like to replace Well No. 16, increase groundwater pumping from Well No. 2 from 450 gpm to 1,000 gpm (or about 887 af/yr), increase the combined pumping rate from the two Wilcox aquifer wells (Nos. 3 and 6) by 1,500 af/yr, and construct a new Carrizo aquifer well at the Wells Ranch WTP with a production rate of 1,000 gpm (or about 1,613 af/yr). Ms. Vickers informed us that the GCGCD Board is also looking at modifying its spacing rules for Wilcox aquifer wells and expanding its monitoring well network.



ii. Gonzales County Underground Water Conservation District. (GCUWCD)

- A hearing to determine standing by the opponents to CRWA's request to amend its permit by 920 acre-feet for Well-14 is currently scheduled for November 2, 2023.

G. Guadalupe Basin Coalition

The next meeting is October 27 at 10:30 am at GBRA.

H. Groundwater Management Area 13

Next scheduled board meeting is November 9, 2023, at 1700 Congress Ave., Stephen F. Austin Bldg., Room 170 and via Webinar. The board meeting agenda has not been posted.

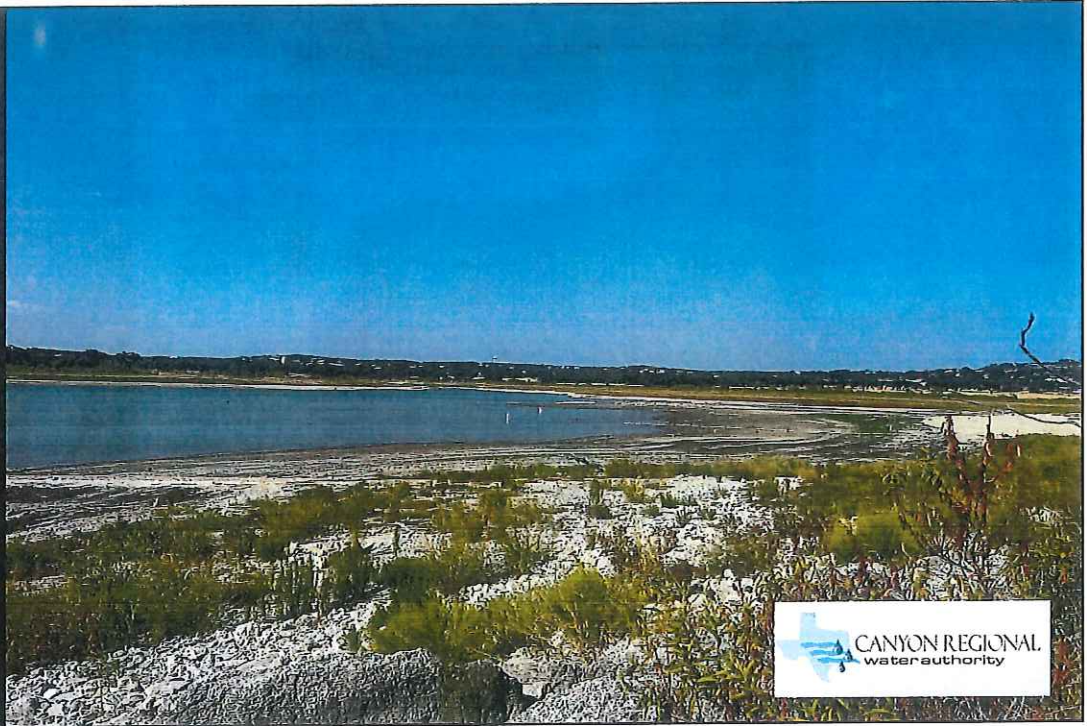
CRWA Committee Reports

A. Construction Committee

i. CRWA Master Plan:

The CRWA Master Plan was completed by Trihydro and distributed to the Wells Ranch and Lake Dunlap system entities.

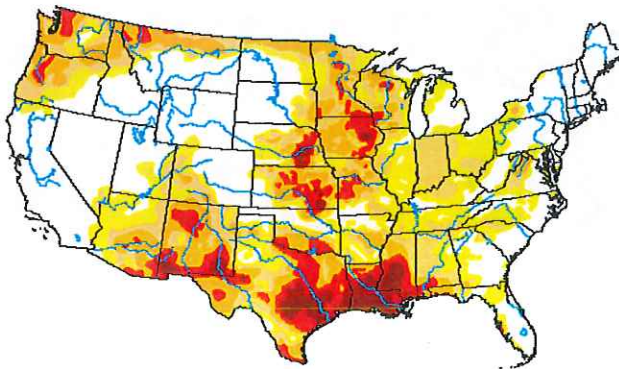
CRWA
Board of Trustees
Drought Report
October 11, 2023



1

U.S. Drought Monitor Contiguous U.S. (CONUS)

October 3, 2023
(Released Thursday, Oct. 5, 2023)
Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <http://droughtmonitor.unl.edu/About.aspx>

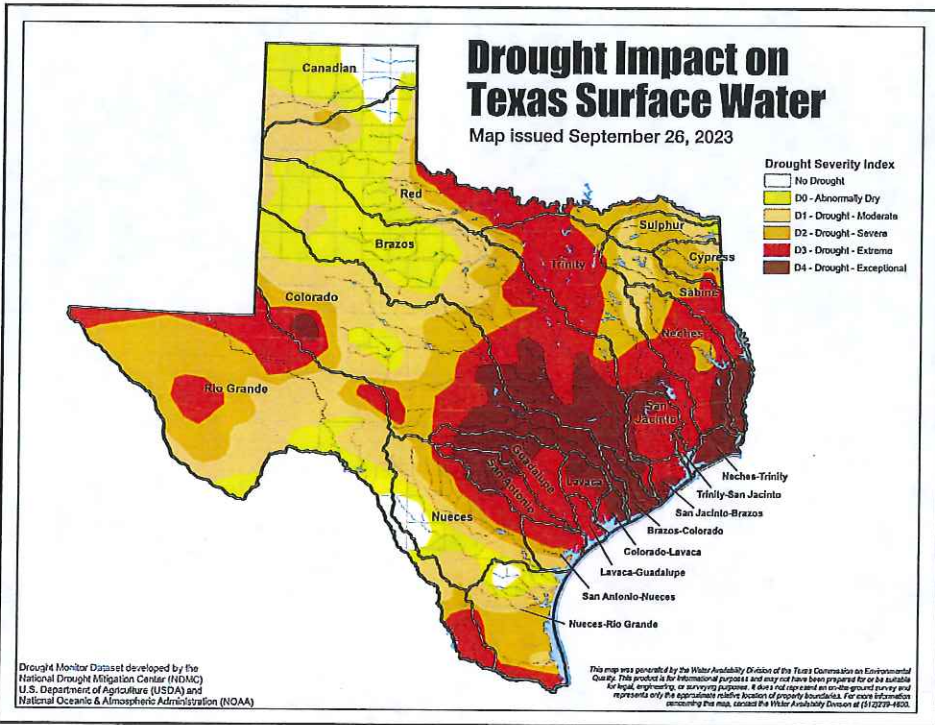
Author:
Brad Pugh
CPC/NOAA



droughtmonitor.unl.edu



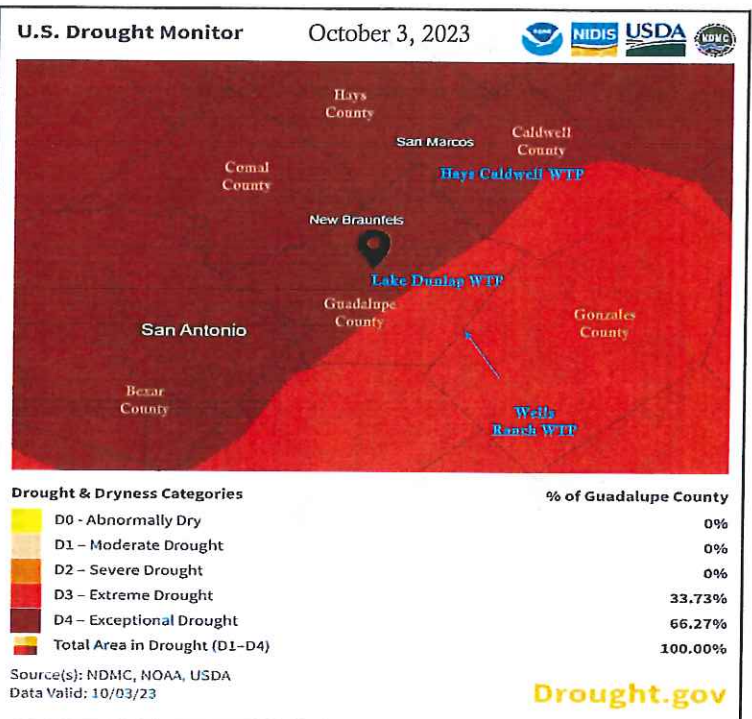
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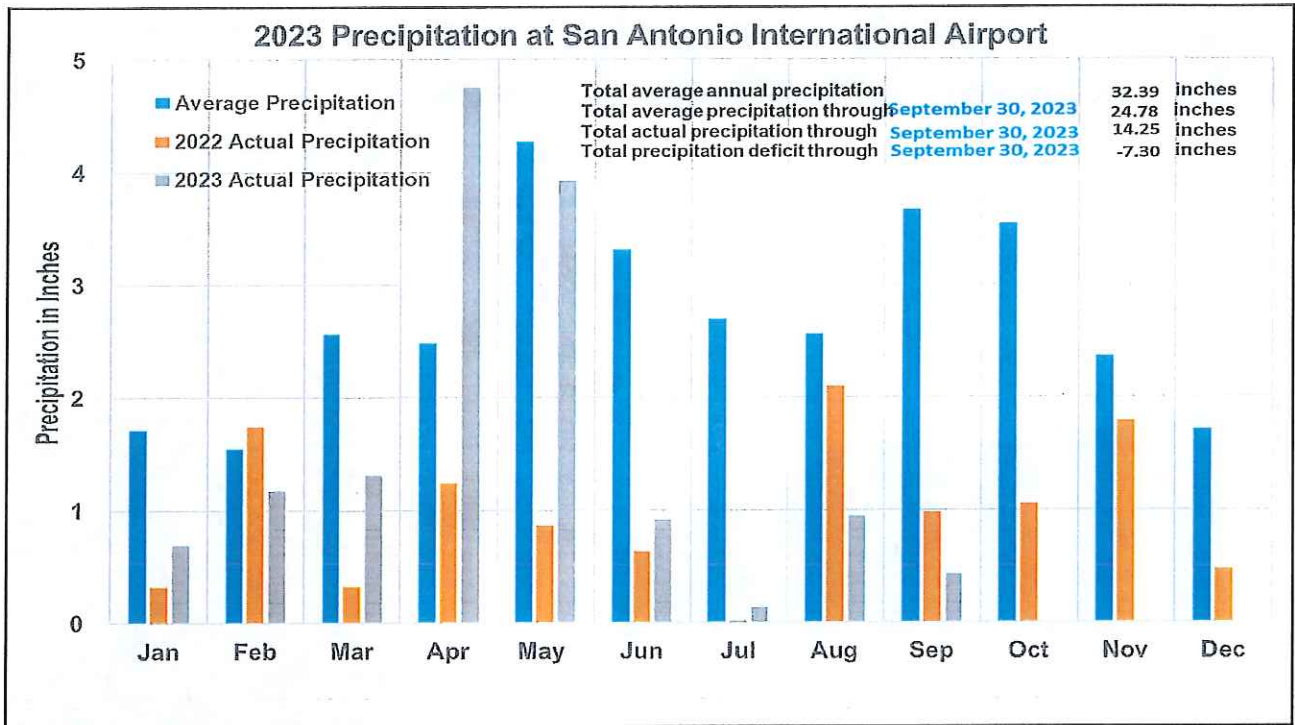
Exceptional drought increases in the Neches, Sabine, Brazos, Neches-Trinity, Colorado, upper Guadalupe and San Antonio River Basins

3

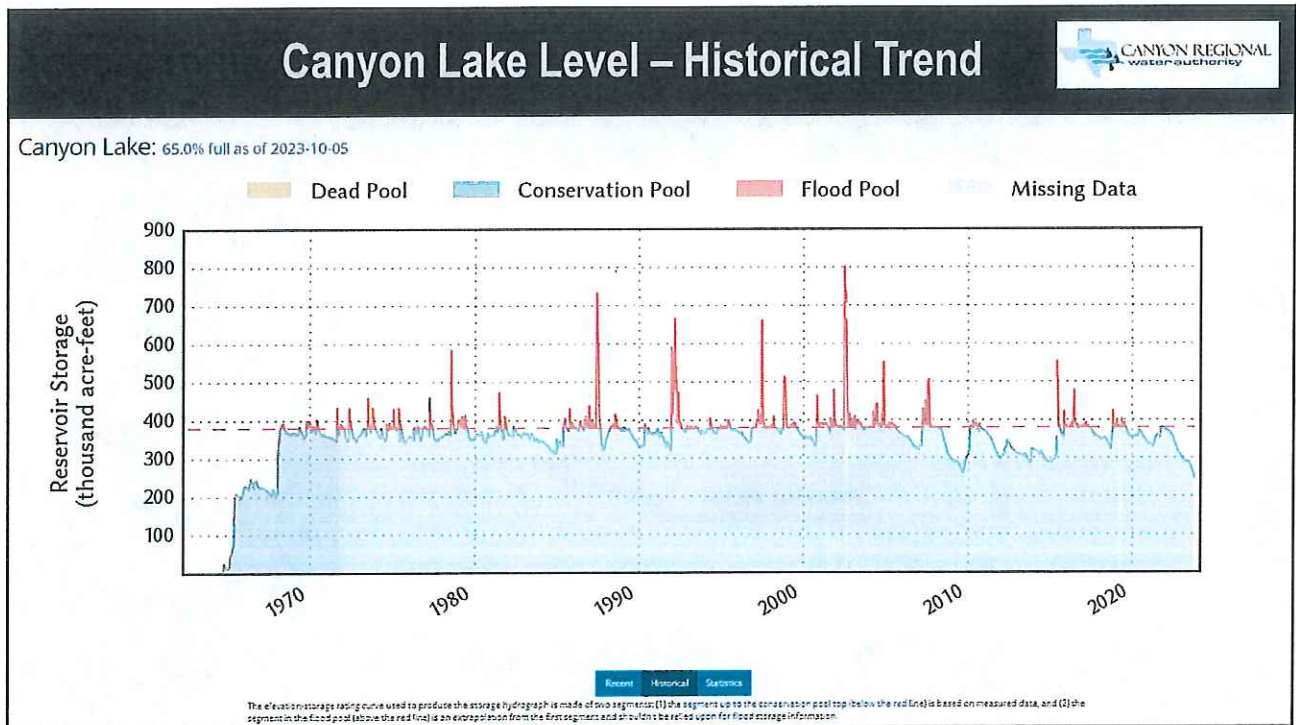
Drought Intensity by County



4



5



6

Canyon Lake Water Level Trends



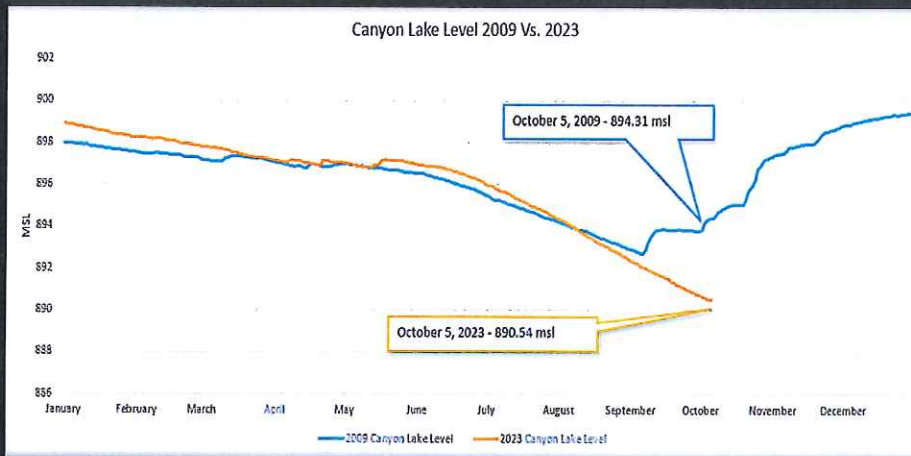
Drought Trigger Levels

- Stage 1 (Mild Conditions)
 - 895 feet (msl)[†]
 - Action – 5% reduction
- Stage 2 (Moderate Conditions)
 - 890 feet (msl)
 - Action – 10% reduction
- Stage 3 (Severe Conditions)
 - 885 feet (msl)
 - Action – 15% reduction

[†]Mean Sea Level

7

Canyon Lake Level – 2009 Vs. 2023



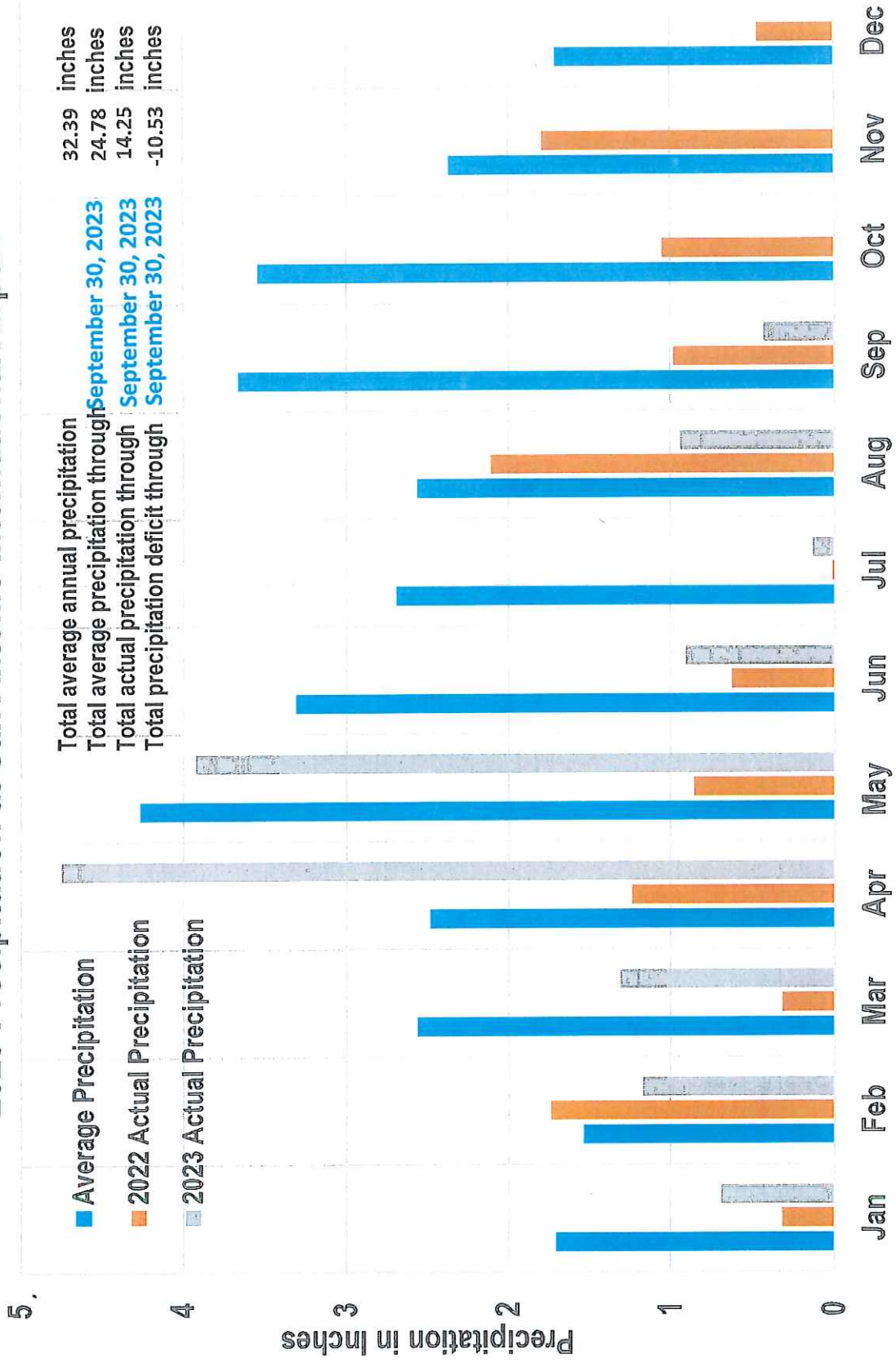
Stage I - Mild Water Storage

- GBRA Stage I drought condition notification – July 20, 2023
- CRWA Stage I drought condition notification to Entities.
- Stage II trigger level – 890.00 msl. The goal – to achieve a 10% reduction in daily average usage.

8



2023 Precipitation at San Antonio International Airport



Total average annual precipitation 32.39 inches
 Total average precipitation through September 30, 2023 24.78 inches
 Total actual precipitation through September 30, 2023 14.25 inches
 Total precipitation deficit through September 30, 2023 -10.53 inches



Lake Dunlap / Wells Ranch
Water Usage Summary

YEAR 2023 (January thru September)		
Lake Dunlap & Wells Ranch Raw Water Inventory	Lake Dunlap & Wells Ranch Contract Amounts	
LD Surface Water	Acre-Feet	LD Supply Contracts
GBRA Leased Raw Water	10,575.00	SAWS
CRWA Water Rights/Raw Water	564.50	City of Cibolo
Crystal Clear/GBRA Leased Water ¹	500.00	East Central SUD
Annual Total	11,639.50	Green Valley SUD
WR Ground Water	Acre-Feet	City of Marion
Guadalupe Carrizo Leased	2,603.42	Crystal Clear SUD
Guadalupe Wilcox Leased	3,026.00	Springs Hill WSC
Gonzales Carrizo Leased	7,400.00	Annual Total
Annual Total	13,029.42	10,980.00
LD & WR Combined Annual Raw Water Inventory	Wells Ranch Phase I & II Combined Contract Amounts	
	Acre-Feet	Acre-Feet
Lake Dunlap WTP	11,639.50	SAWS ²
Wells Ranch WTP	13,029.42	City of Cibolo ³
2023 Annual Total	24,668.92	East Central SUD
Comments:		Green Valley SUD
	¹ Crystal Clear Leases 500.00 acre-feet from GBRA. CRWA reports these diversions to the Water Master.	City of Marion
	² Springs Hill leases 500.00 acre-feet of Dunlap water from SAWS. This contract is due to expire December 31, 2023.	Crystal Clear SUD ³
	³ Cibolo leases 741.00 acre-feet of Wells Ranch water from Crystal Clear. This contract is due to expire December 31, 2023.	Springs Hill WSC ²
		City of Converse
		Annual Total
		13,029.00
		LD & WR Annual Contract Amount
		24,009.00



Lake Dunlap / Wells Ranch Water Usage Summary

CRWA Entities - LD & WR Total Contract Amounts 2023	
Entity	Acre-Feet
SAWS	6,300.00
City of Cibolo	3,951.93
East Central SUD	2,400.00
Green Valley SUD	7,455.68
City of Marion	300.00
Crystal Clear SUD	551.39
Springs Hill WSD	2,550.00
City of Converse	500.00
Total	24,009.00

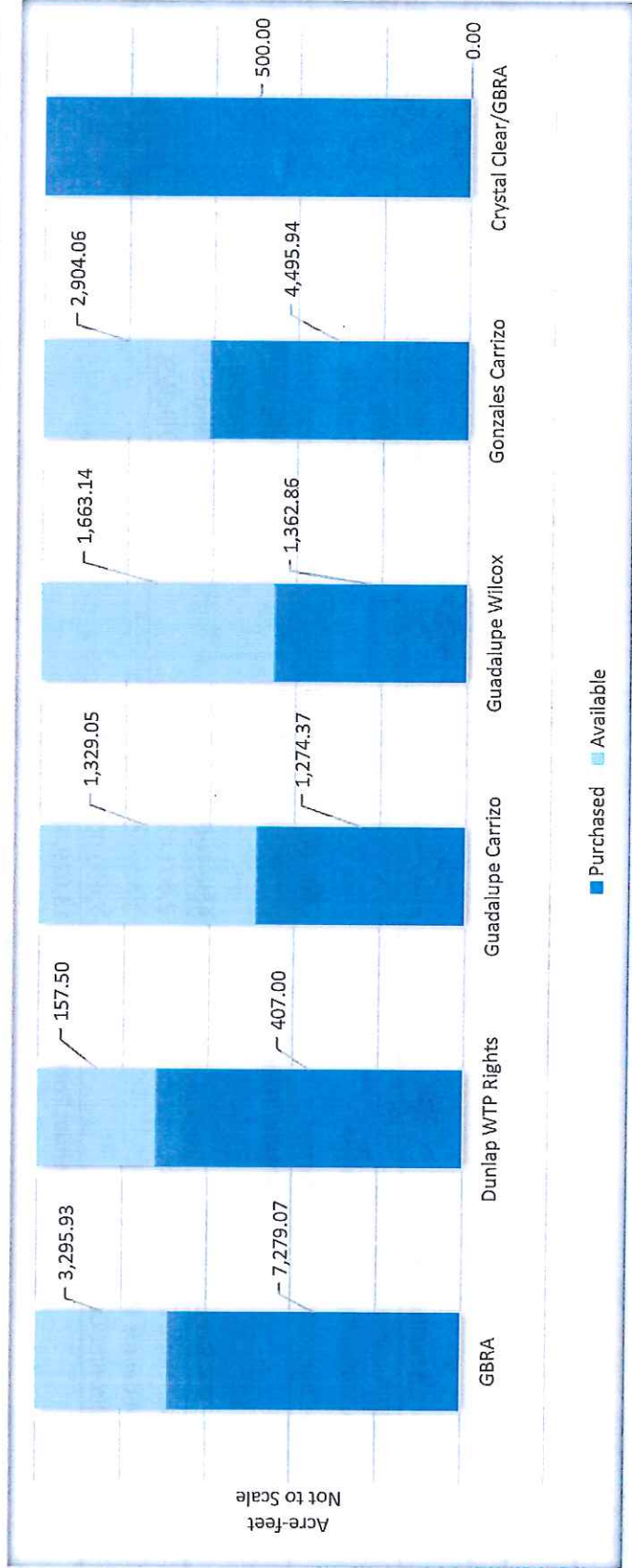
Comments:

The total contract amounts for each entity is current and includes leased water between utilities. These contract amounts may change January 1, 2024.

All meter readings in this table are from CRWA's SCADA system.

2023 (January thru September) Lake Dunlap/Wells Ranch Use

% Use % Available
62% 38%

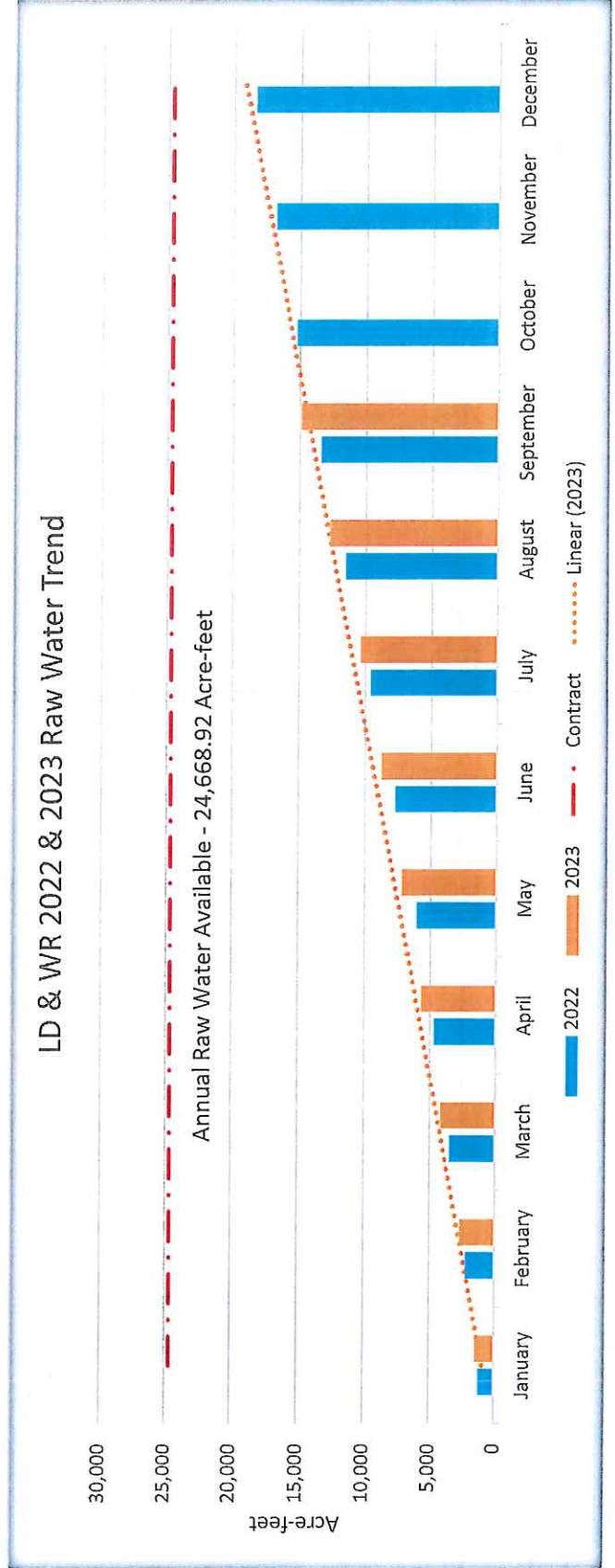




Lake Dunlap / Wells Ranch
Water Usage Summary

Entity Use Lake Dunlap & Wells Ranch Combined						
Entity	Plant Contract Acre-Feet	YTD Use Acre-Feet	YTD Available Acre-Feet	Contract Acre-Feet	Contract % Use	
SAWS	6,300.00	3,609.05	2,690.95		57%	
City of Cibolo	3,951.93	1,565.15	2,386.78		40%	
East Central SUD	2,400.00	1,486.45	913.55		62%	
Green Valley SUD	7,455.68	4,044.76	3,410.92		54%	
City of Marion	300.00	24.66	275.34		8%	
Crystal Clear SUD	551.39	458.83	92.56		83%	
Springs Hill WSC	2,550.00	1,404.09	1,145.91		55%	
City of Converse	500.00	238.62	261.38		48%	
Total	24,009.00	12,831.62	11,177.38		53%	47%

LD & WR Contracts Percentage Use
% Use 53%
% Available 47%





Lake Dunlap / Wells Ranch
Water Usage Summary

2023 (January thru September) Lake Dunlap WTP Raw Water Usage By Right

	Annual Allocation		YTD Use		Available	
	Acre-feet		Acre-feet		Acre-feet	
GBRA	10,575.00		7,279.07		3,295.93	
River Mill #18-3829	400.00		242.50		157.50	
Ray Dittmar #18-3832A	44.00		44.00		0.00	
Gary Dittmar #18-3833B	30.50		30.50		0.00	
William Daniel #18-3834	71.48		71.48		0.00	
William Daniel #18-3834A	18.52		18.52		0.00	
Crystal Clear GBRA Lease	500.00		500.00		0.00	
Total	11,639.50		8,186.07		3,453.43	

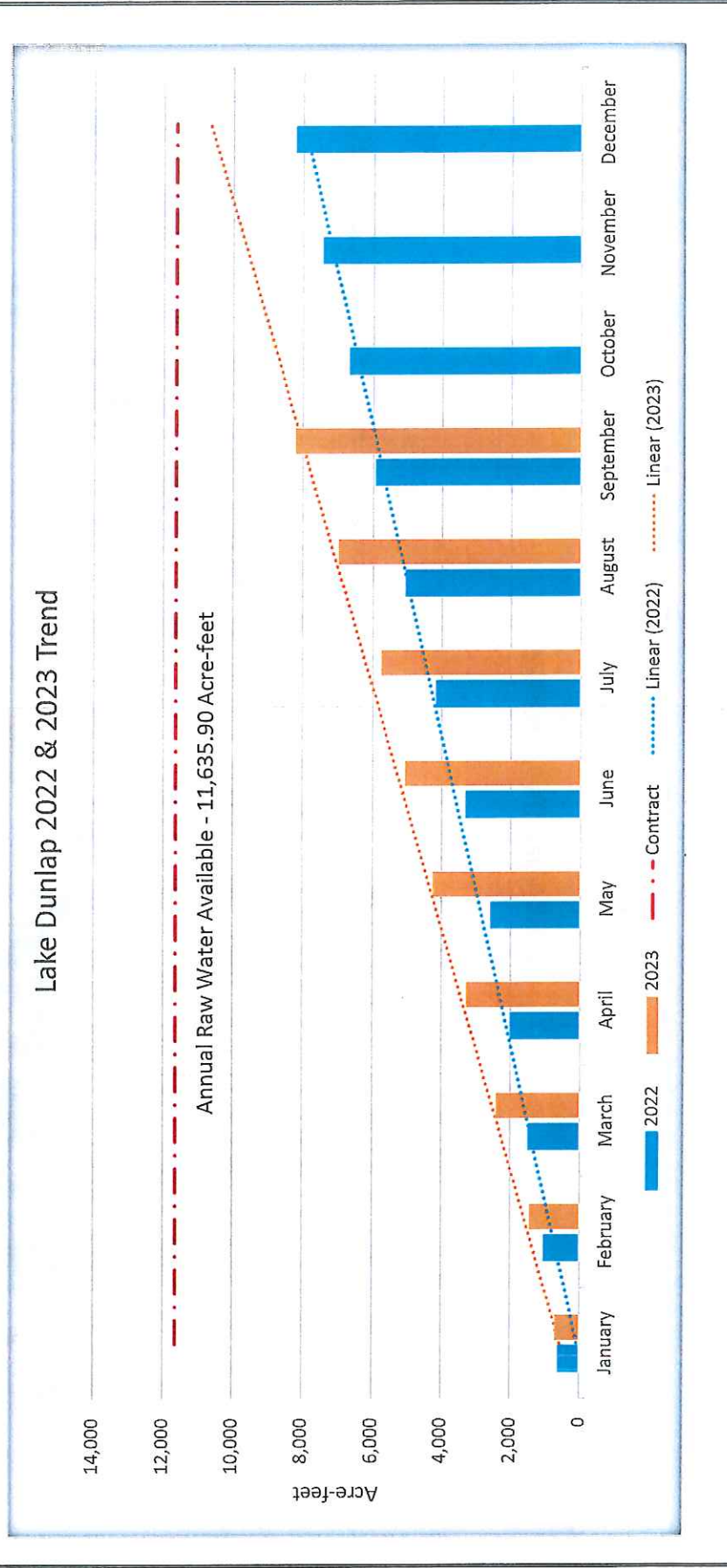
2023 (January thru September) Wells Ranch WTP Raw Water Use By Permit

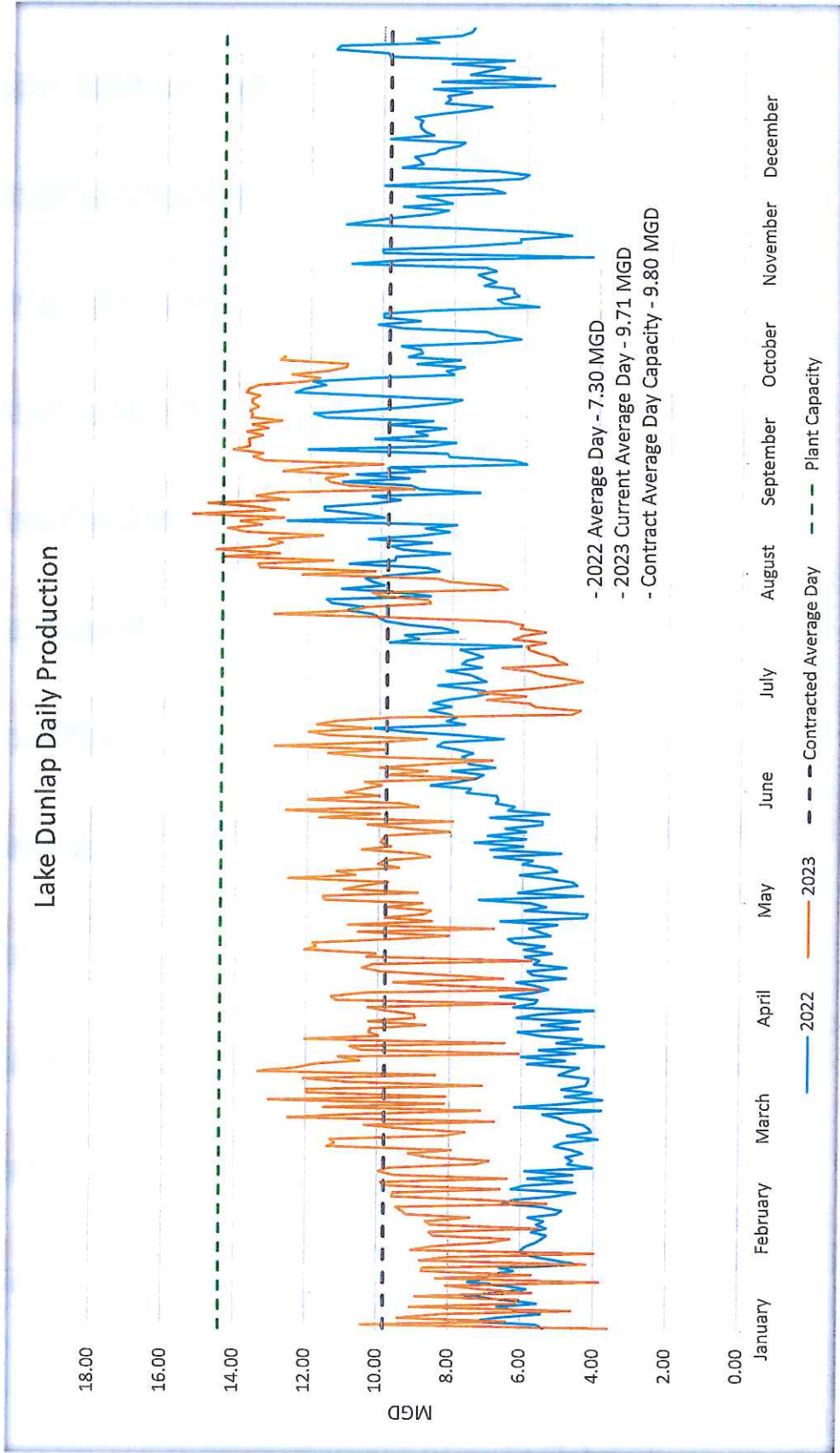
	Guadalupe County Wells		Gonzales County Wells	
	Acre-feet	Wilcox	Carrizo	Acre-feet
Carrizo				
#2 Deer Stand	523.13	#3 Deer Stand	624.50	6.81
#4 Pig Trap	461.18	#6 Dead Man Tank	738.36	609.35
#7 Dead Man Tank	290.06			529.36
Total	1,274.37	Total	1,362.86	507.71
Ground Water Permit Use				
	Use Acre-feet	Contract	Available	
Guadalupe Carrizo	1,274.37	2,603.42	1,329.05	
Guadalupe Wilcox	1,362.86	3,026.00	1,663.14	
Total Guadalupe	2,637.22	5,629.42	2,992.19	
Total Gonzales Carrizo	4,196.86	7,400.00	3,203.14	
Total Ground Water	6,834.08	13,029.42	6,195.33	4,196.86



Lake Dunlap / Wells Ranch
Water Usage Summary

Lake Dunlap Monthly Raw Water Demand Comparison					
2022			2023		
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	572.33	Jul-22	857.51	Jan-23	686.98
Feb-22	424.65	Aug-22	896.95	Feb-23	751.16
Mar-22	462.09	Sep-22	869.85	Mar-23	967.84
Apr-22	514.80	Oct-22	752.27	Apr-23	855.36
May-22	573.38	Nov-22	745.02	May-23	969.72
Jun-22	724.71	Dec-22	783.07	Jun-23	807.93
Total Raw Water Demand			8,176.63	Total Raw Water Demand	
				8,186.05	

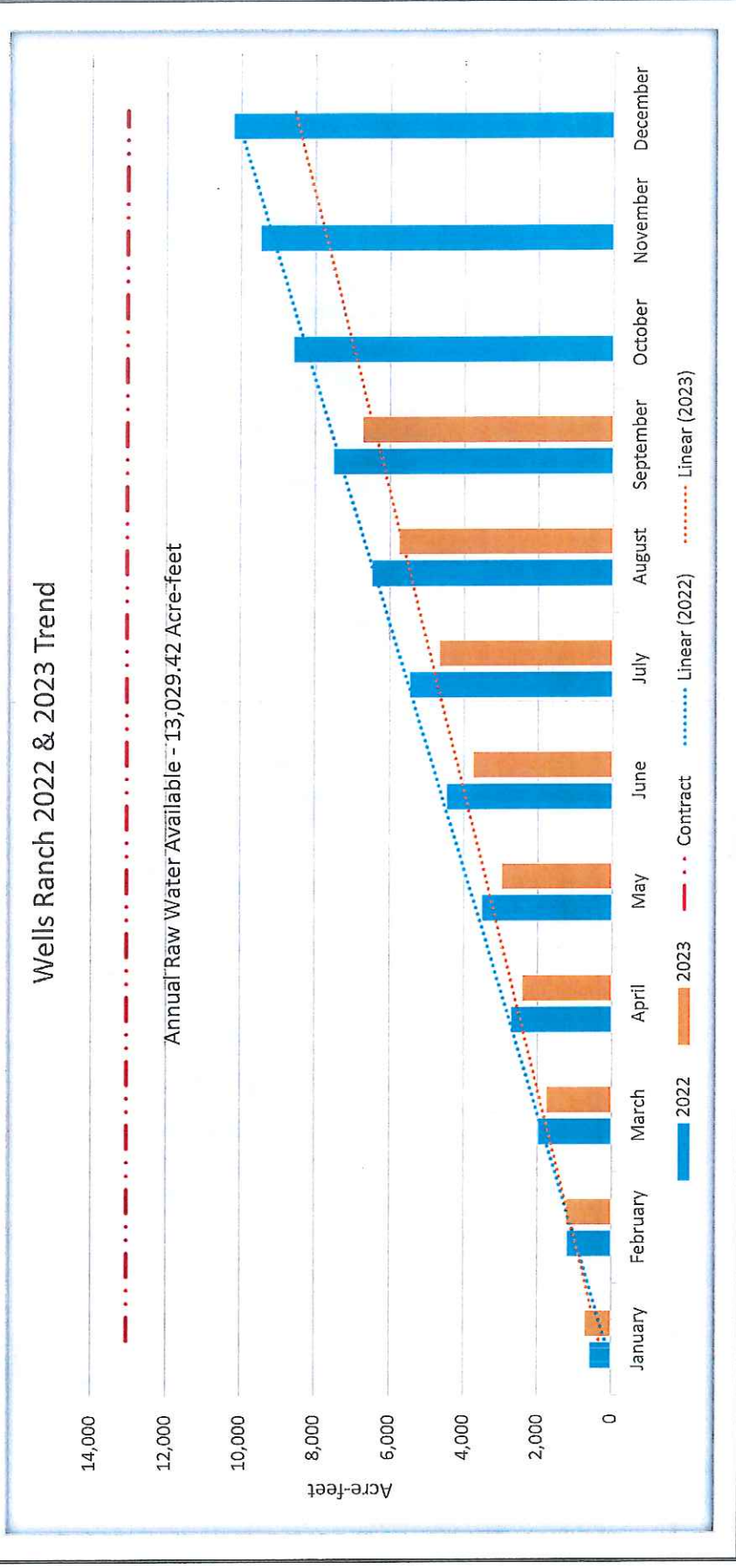




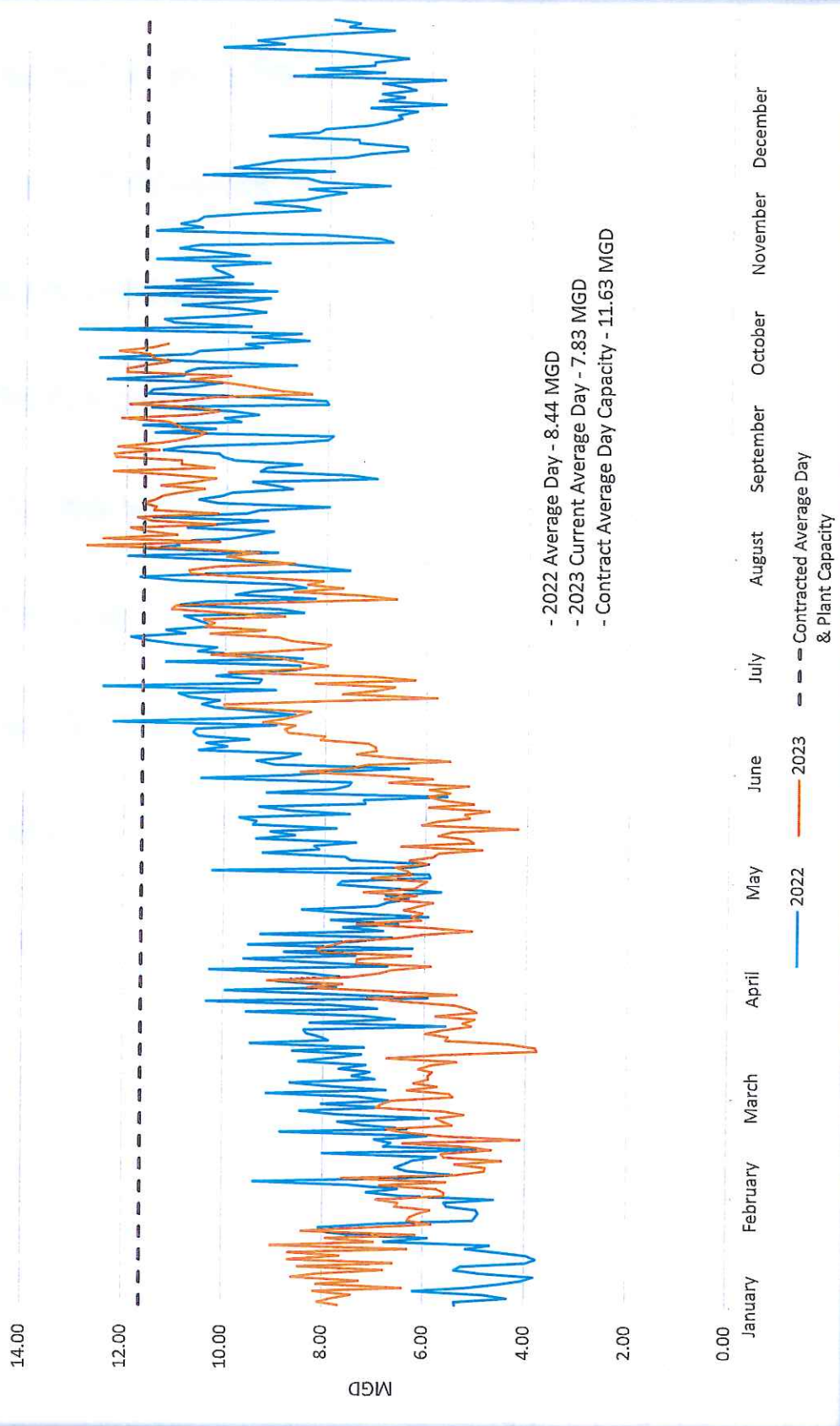


Lake Dunlap / Wells Ranch
Water Usage Summary

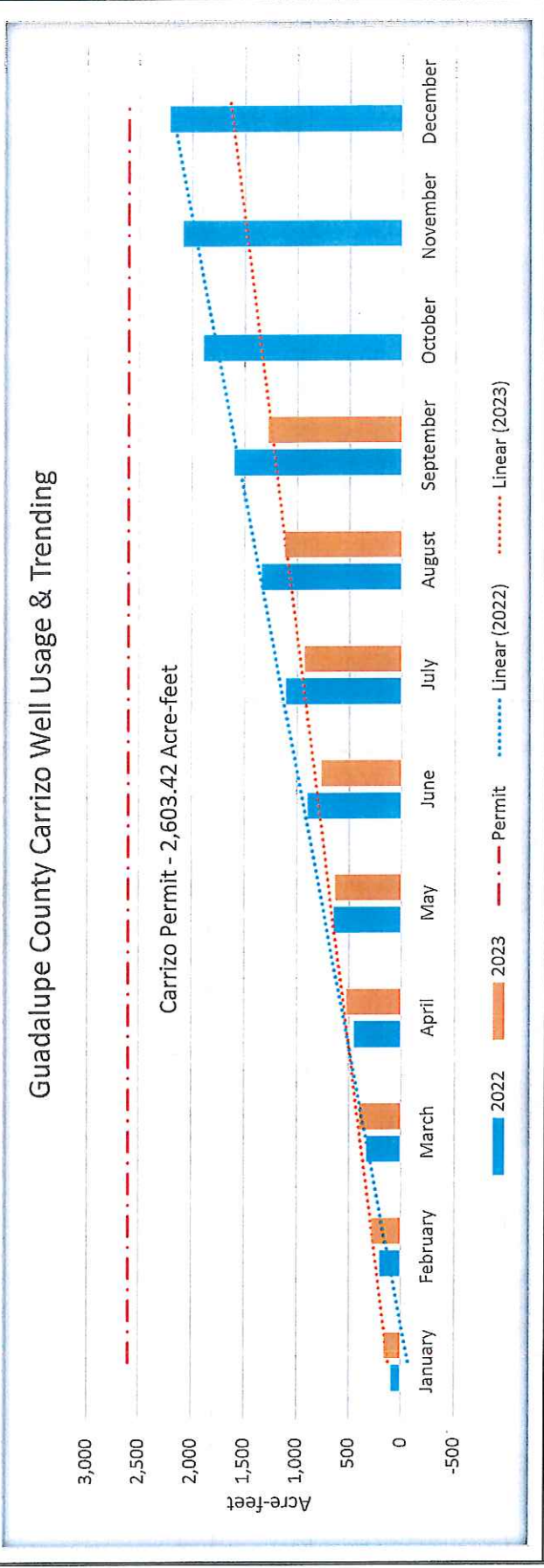
Wells Ranch Monthly Raw Water Demand Comparison					
2022			2023		
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	543.95	Jul-22	1,012.23	Jan-23	688.36
Feb-22	628.97	Aug-22	1,006.51	Feb-23	505.62
Mar-22	781.50	Sep-22	1,036.18	Mar-23	539.66
Apr-22	738.84	Oct-22	1,070.70	Apr-23	652.24
May-22	798.43	Nov-22	899.18	May-23	565.48
Jun-22	942.32	Dec-22	730.66	Jun-23	772.66
Total Raw Water Used			10,189.48	Total Raw Water Used	
				6,701.93	



Wells Ranch Daily Production

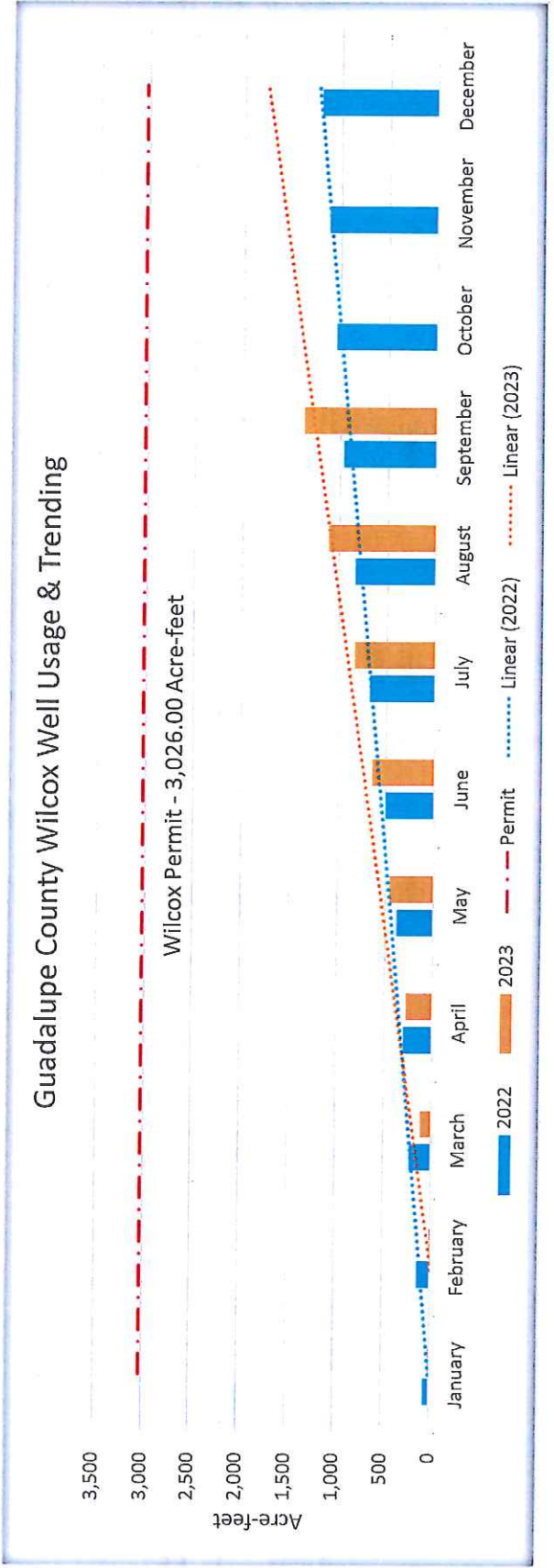


*Guadalupe County Carrizo Well Usage			
2022 Monthly Usage		2023 Monthly Usage	
Month	Acre-feet	Month	Acre-feet
Jan-22	88.70	Jan-23	162.76
Feb-22	107.01	Feb-23	121.73
Mar-22	128.90	Mar-23	112.93
Apr-22	119.96	Apr-23	130.66
May-22	194.56	May-23	105.33
Jun-22	257.09	Jun-23	137.36
Total Use	2,209.10	Total Use	1,278.09
Annual Permit	2,603.42	Annual Permit	2,603.42
Not Used	394.32	Not Used	1,325.32
% Used	85%	% Used	49%
	% Not Used		% Not Used
	15%		51%



*Guadalupe County Carrizo Wells:
 #2 - Deer Stand
 #4 - Pig Trap
 #7 - Dead Man Tank

*Guadalupe County Wilcox Well Usage															
2022 Monthly Usage						2023 Monthly Usage									
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet				
Jan-22	58.24	Jul-22	169.95	Jan-23	7.71	Jul-23	187.77	Feb-22	73.20	Aug-22	158.49	Feb-23	2.19	Aug-23	278.01
Mar-22	89.41	Sep-22	128.03	Mar-23	104.64	Sep-23	254.75	Apr-22	73.25	Oct-22	79.06	Oct-23	0.00	Nov-23	0.00
May-22	80.49	Nov-22	79.89	May-23	178.90	Nov-23	0.00	Jun-22	125.84	Dec-22	82.24	Dec-23	0.00		
Total Use			1,198.10	Total Use			1,363.07	Annual Permit			3,026.00	Annual Permit			3,026.00
Annual Permit			3,026.00	Annual Permit			3,026.00	Not Used			1,662.93	Not Used			1,662.93
Not Used			1,827.90	Not Used			1,662.93	% Used			45%	% Used			55%
% Used			40%	% Not Used			60%	% Used			45%	% Not Used			55%

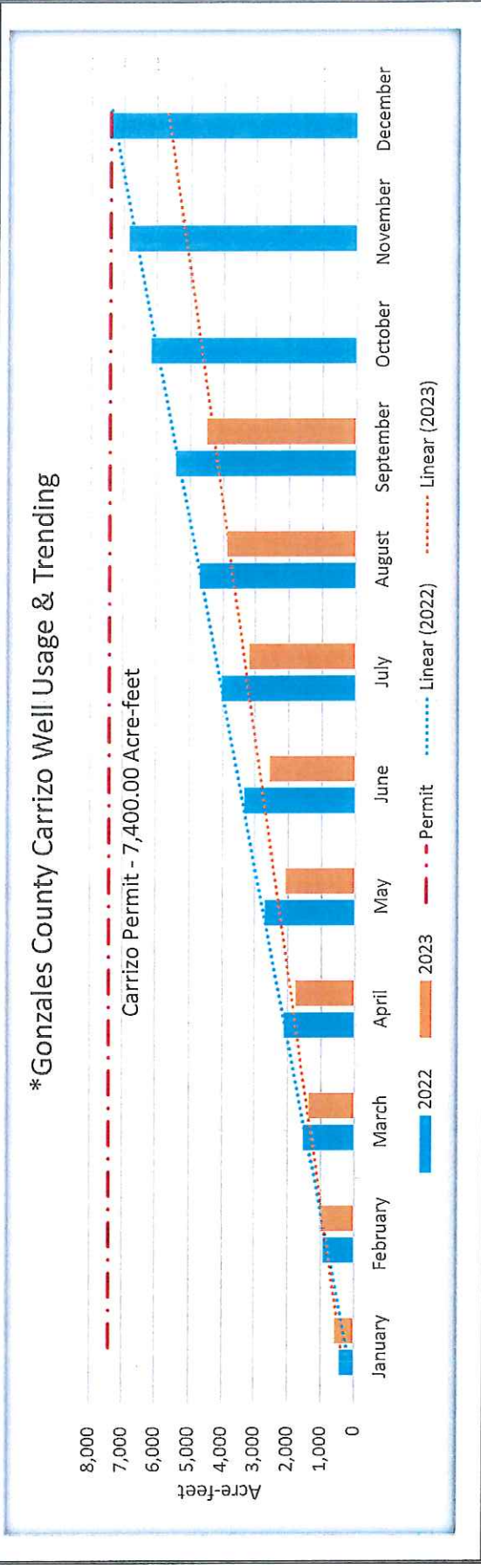


*Guadalupe County Wilcox Wells:
#3 - Deer Stand
#6 - Dead Man Tank



Lake Dunlap / Wells Ranch
Water Usage Summary

Gonzales County Well Usage			
2022 Monthly Usage		2023 Monthly Usage	
Month	Acre-feet	Month	Acre-feet
Jan-22	426.07	Jan-23	566.68
Feb-22	490.56	Feb-23	409.89
Mar-22	600.34	Mar-23	376.21
Apr-22	589.17	Apr-23	395.70
May-22	578.76	May-23	312.29
Jun-22	632.29	Jun-23	491.80
Total Use	7,426.55	Total Use	4,495.94
Annual Permit	7,400.00	Annual Permit	7,400.00
Not Used	-26.55	Not Used	2,904.06
% Used	100%	% Used	61%
	% Not Used		% Not Used
	0%		39%



*Gonzales County Carrizo Wells:

- #1 - Tommy's
- #5 - Littlefield
- #8 - Chicken House
- #9 - Camp House
- #11 - Coastal Field
- #12 - Bull Trap
- #13 - Bond West
- #14 - Christian West
- #15 - Bond East
- #16 - Christian East



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru September)			
CRWA Raw Water Inventory	Acre-feet	Raw Water Usage	Acre-feet
GBRA Take or Pay Leased Water	2,038.00	³ GBRA Take or Pay Leased Water	1,568.35
Cummings/CRWA 18-3887	516.16	Cummings/CRWA 18-3887	352.47
Foster 18-3889A	24.00	Foster 18-3889A	24.00
Baugh 18-3888A - Leased	320.00	Baugh 18-3888A - Leased	222.87
2023 Annual Total	2,898.16	YEAR 2023 (January thru September)	2,167.69
Raw Water Rights by Others Inventory	Acre-feet	Raw Water Usage by Others	Acre-feet
¹ Cummings/Martindale 18-3887D	255.84	¹ Cummings/Martindale 18-3887D	21.00
City of San Marcos	1,314.00	City of San Marcos	0.00
² Annual Raw Water	2,898.16	⁴ Annual Contract	2,908.00
YTD Total Use	2,167.69	Year End Total Use	2,068.77
YTD Not Used	730.47	Year End Not Used	839.23
% Used	75%	% Not Used	29%

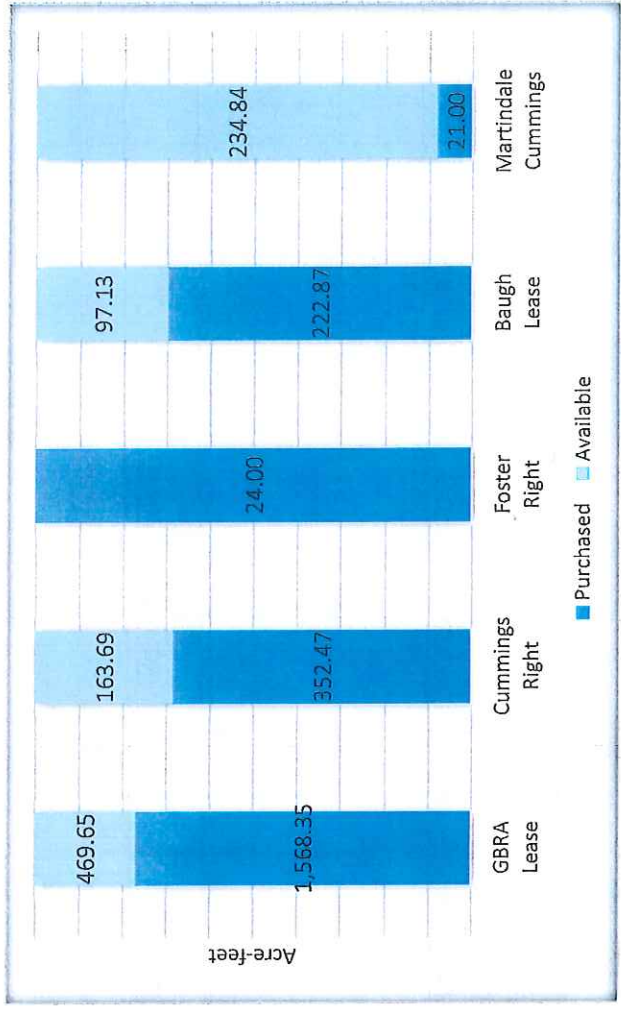
Comments:

¹ Martindale/Cummings 18-3887-D is a reference to the Amended and Restated Contract of 2021 Exhibit C, "Special Provisions Related to the Martindale Water Supply Corporation (Martindale WSC)." Martindale desires to use just one (1) AF/month on this right. Only Martindale may use this right.

² Annual Raw Water does not include Raw Water Rights by Others Inventory.

³ GBRA Take or Pay Leased Water formula:
GBRA Used + GBRA Unused = GBRA Total Take.

⁴ Annual Contract - Currently based on the 2021 Water Supply Contract, Exhibit A, Schedule I.



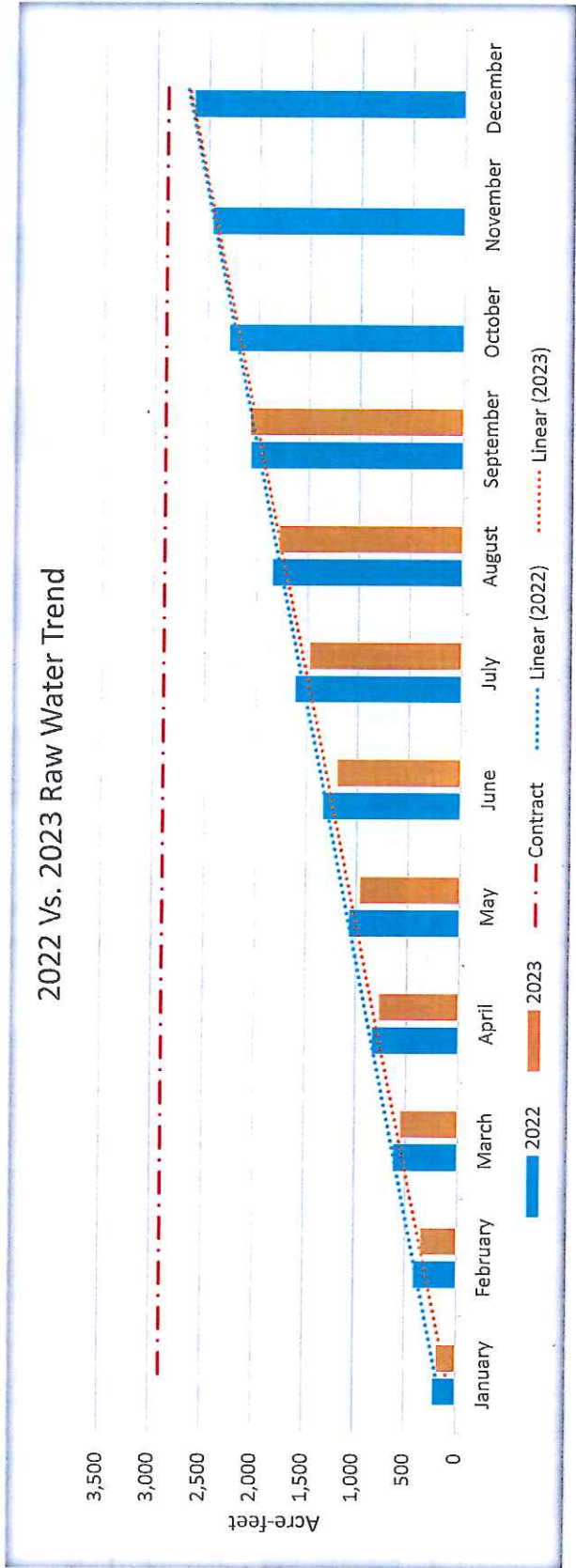


Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru September)

¹Monthly Raw Water Use & Trend

YEAR 2022			YEAR 2023		
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	212.43	Jan-23	180.05	Jul-23	279.01
Feb-22	194.56	Feb-23	232.75	Aug-23	310.95
Mar-22	207.18	Mar-23	226.18	Sep-23	288.52
Apr-22	214.89	Apr-23	218.49	Oct-23	0.00
May-22	234.58	May-23	171.90	Nov-23	0.00
Jun-22	266.96	Jun-23	179.63	Dec-23	0.00
Total Raw Water Use		2,634.50		Total Raw Water Use	
				2,068.77	



Comments:

¹ Monthly Raw Water Use & Trend is based on actual usage.

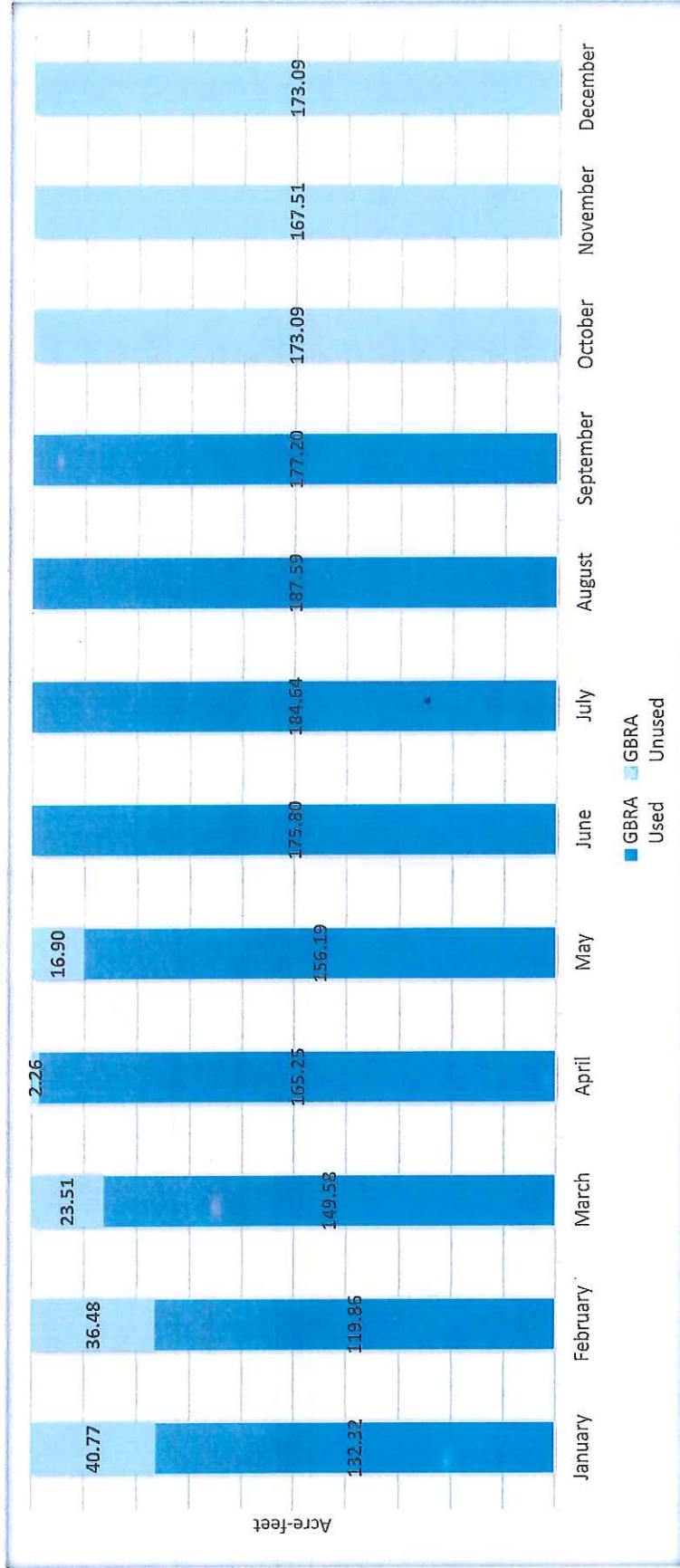


Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru September)

GBRA Raw Water Use

GBRA % Used, Unused, Available Used 71% Unused 4% Available 25%



Comments:



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru September)

Treated Water Use by Entity

Treated (Delivered) Water	Month	County Line				Martindale		Maxwell		CoSM		Total Treated Acres-foot	Comments:
		Acres-foot	Crystal Clear Acres-foot	Acres-foot	Acres-foot	Acres-foot	Acres-foot	Acres-foot	Acres-foot	Acres-foot	Acres-foot		
	Jan-23	55.74	48.00	8.85	61.14	0.00					173.72		
	Feb-23	57.69	42.03	8.72	52.57	0.00					161.01		
	Mar-23	80.23	49.52	7.14	58.39	0.00					195.28		
	Apr-23	81.28	56.96	7.23	62.84	0.00					208.31		
	May-23	85.66	42.34	7.62	63.28	0.00					198.91		
	Jun-23	93.42	51.41	10.63	65.74	0.00					221.21		
	Jul-23	115.48	66.91	12.94	73.26	0.00					268.60		
	Aug-23	134.40	68.50	9.90	81.48	0.00					294.28		
	Sep-23	119.52	60.74	10.46	81.48	0.00					272.20		
	Oct-23	0.00	0.00	0.00	0.00	0.00					0.00		
	Nov-23	0.00	0.00	0.00	0.00	0.00					0.00		
	Dec-23	0.00	0.00	0.00	0.00	0.00					0.00		
	Total	823.43	486.42	83.48	600.18	0.00					1,993.50		
Percentage Treated Water	Month	County Line				Martindale		Maxwell		CoSM		Total % Use	
		% Use	Crystal Clear % Use	% Use	% Use	% Use	% Use	% Use	% Use	% Use	% Use		
	Jan-23	32.08%	27.63%	5.09%	35.19%	0.00%					100.00%		
	Feb-23	35.83%	26.11%	5.41%	32.65%	0.00%					100.00%		
	Mar-23	41.08%	25.36%	3.66%	29.90%	0.00%					100.00%		
	Apr-23	39.02%	27.34%	3.47%	30.17%	0.00%					100.00%		
	May-23	43.07%	21.29%	3.83%	31.82%	0.00%					100.00%		
	Jun-23	42.23%	23.24%	4.81%	29.72%	0.00%					100.00%		
	Jul-23	42.99%	24.91%	4.82%	27.28%	0.00%					100.00%		
	Aug-23	45.67%	23.28%	3.36%	27.69%	0.00%					100.00%		
	Sep-23	43.91%	22.31%	3.84%	29.93%	0.00%					100.00%		
	Oct-23	0.00%	0.00%	0.00%	0.00%	0.00%					0.00%		
	Nov-23	0.00%	0.00%	0.00%	0.00%	0.00%					0.00%		
	Dec-23	0.00%	0.00%	0.00%	0.00%	0.00%					0.00%		
	YTD Percentage Take	41.31%	24.40%	4.19%	30.11%	0.00%					100.00%		



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru September)

Raw Water Use by Entity															
¹ Raw Water Use	Month	² Total Treated		³ Total Raw		County Line		Crystal Clear		Martindale		Maxwell		CoSM	
		Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	Acre-feet	
	Jan-23	173.72	180.05	57.77	49.75	9.17	63.36	0.00							
	Feb-23	161.01	160.90	57.65	42.01	8.71	52.54	0.00							
	Mar-23	195.28	203.97	83.80	51.72	7.46	60.99	0.00							
	Apr-23	208.31	216.95	84.66	59.32	7.53	65.44	0.00							
	May-23	198.91	197.06	84.87	41.95	7.55	62.70	0.00							
	Jun-23	221.21	231.36	97.71	53.77	11.12	68.76	0.00							
	Jul-23	268.60	279.01	119.96	69.51	13.44	76.10	0.00							
	Aug-23	294.28	310.95	142.02	72.38	10.46	86.09	0.00							
	Sep-23	272.20	288.52	126.69	64.38	11.09	86.36	0.00							
	Oct-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
	Nov-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
	Dec-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
	Total	1,993.50	2,068.77	855.12	504.79	86.52	622.35	0.00							

Comments:

¹Raw Water Use Formula:

$$\% \text{ Use} = \frac{\text{"Entity" Treated Water}}{\text{Total Treated}} \times 100$$

$$\text{Raw Water Use} = \text{Total Raw Use} \times \text{"Entity" \% Use}$$

²Total Treated - Metered treated water delivered to the participating members. Individual Entity use can be seen in the table on page 4.

³Total Raw - The total amount of Raw Water that was delivered to the plant for treatment.



Hays Caldwell Water Treatment Plant
Water Use Summary

Raw Water Use Vs. Annual Contract Amounts						
	Annual Contract	Raw Water Use	Contract Remaining	Contract Use		
	Acre-feet	Acre-feet	Acre-feet	%		
County Line	1,308.00	855.12	452.88	65.38%		
Crystal Clear	500.00	504.79	-4.79	100.96%		
Martindale	200.00	86.52	113.48	43.26%		
Maxwell	900.00	622.35	277.65	69.15%		
Treated Delivered Water Vs. Annual Contract Amounts						
	Annual Contract	Raw Water Use	Contract Remaining	Contract Use		
	Acre-feet	Acre-feet	Acre-feet	%		
County Line	1,308.00	823.43	484.57	62.95%		
Crystal Clear	500.00	486.42	13.58	97.28%		
Martindale	200.00	83.48	116.52	41.74%		
Maxwell	900.00	600.18	299.82	66.69%		



**Report of Trey Wilson to
CRWA Board of Trustees for 10/11/23 Meeting**

Item 7B: Update on Wheeling Agreement with Maxwell SUD for delivery of Hays Caldwell water

On September 22, 2023, CRWA Staff (John Kaufman, David McMullen and Adam Telfer), CRWA Vice-President Rohan and I met with Justin Ivicic (General Manager for Maxwell SUD) and Zachariah Evans (counsel for Maxwell SUD) at CRWA's offices to discuss potential deal points for a proposed amendment to the 2001 Wheeling Agreement. Please recall that that on August 9, 2023, Maxwell delivered to CRWA notice of its intent to terminate the existing agreement.

The meeting was productive, with many areas of mutual interest and just a few that will require more challenging negotiations.

Fortuitously, a representative of Hierholzer Engineering was present at CRWA's offices on an unrelated matter and was summonsed to answer a few operational questions related to the SCADA control and possible operational tweaks that may address some of Maxwell's expressed concerns. It was agreed that CRWA will study the feasibility of certain operational changes and potential revisions to SCADA settings.

Maxwell has commissioned NewGen Strategies to formulate a new proposed rate for use of Maxwell's transmission line and related capacity. Maxwell will discuss the rate with the stakeholders who benefit from the wheeling arrangement and present the rate to CRWA.

CRWA agreed to deliver certain information to Maxwell, including current and projected flow rates under the 2021 HC Water Supply Contract for purposes of ensuring that the amendment will accurately reflect the volume of water to be transported through the relevant pipeline segment.

Following our meeting, I delivered a MS WORD version of the 2001 Wheeling Agreement to Mr. Evans, and he is going to make edits as a starting point for an amended agreement. It is anticipated that CRWA and Maxwell will meet again once an initial draft of the amended agreement has been prepared, and Maxwell has completed its rate analysis.

Item 8G: Legal and Legislative matters:

CRWA and Trihydro have agreed to mediate the dispute related to the Wells Ranch 2 Generator Project.

This is a pre-suit mediation that will be conducted in San Antonio on November 2, 2003, beginning at 9 AM. The mediator is Don Philbin, who is the same mediator that was able to facilitate a settlement of the Preload litigation. Both Trihydro's attorney and I have used Mr. Philbin's services numerous times and agreed that he is appropriately qualified to handle a dispute of this complexion. Any mediated settlement agreement that may be reached will be contingent upon Board approval.

President Fousse has designated the following CRWA representatives to attend the mediation: Messrs. Fousse, Rohan, Cooper, Kaufman and McMullen. CRWA's consulting expert, Steve Kanetzky, P.E. will also attend as part of the legal team.

Prior to the mediation, I anticipate receiving a report from Trihydro's electrical expert setting-out his opinion of probable costs for repair/replacement work.

Item 10F: Engineering Services contract with Hanson Professional Services Inc.

Hanson is a Delaware corporation headquartered in Springfield, IL. It maintains offices in multiple states, including 5 in Texas offices. Hanson, and Mark Hall, P.E. in particular, have worked with CRWA in the past. Mr. Hall is the former Director of Engineering (in the then Project Engineering and Review Division) at the Texas Water Development Board (TWDB). CRWA desires to utilize his services in connection with its various projects and its business with the TWDB.



Hanson's prior engagement agreements differed substantially from CRWA's current Master Engineering Services Agreement, so it was requested that Hanson execute the CRWA form. Hanson requested certain minor revisions to the form of the MESA, which the General Manager and I approved, and recommend to the Board for approval.

These revisions include limiting the "most-favored pricing guarantee" to Texas since the market for engineering services is different in other states) and a limitation on recoverable attorney's fees in the event of litigation (fees not to exceed economic damages).

Alliance Regional Water Authority Update for CRWA Board Meeting



Board Meeting Activities in September:

- Below are items that the Board took up at the August Board meeting:
 - Approved consultant contracts for the new fiscal year.
 - Discussed the Executive Director's performance evaluation in Executive Session.

Phase 1B Program

- Water Treatment Plant – electrical switchboards are delayed and therefore the projected substantial completion date has been pushed back to February 2024; continued site work including grading and culverts; set the well surge tanks; installed walls above the CMU in the filter building; continued excavation for detention pond; placed the balder tank and surge tank building foundation and placed the drying bed laterals, gravel and sand.
- Booster Pump Station – substantial completion now set for December 2023; installed cathodic test stations; started detention pond trickle channel; continued electrical installation in Electrical Building; continued investigation of pump station slab.
- Segment A – all pipe is laid except for either side of the Plum Creek crossing; grouted the pipe in the Plum Creek tunnel; started building out vertical risers on either side of the tunnel; started corrections of over-compaction in identified areas; fiber innerduct installation continues on the project.
- Segment B – over 90% of the pipe is installed; continuing open cut installation around SH-183; identified 20 sticks of pipe damaged by a grass fire – steel pipe material is being tested and a plan prepared to recoat the exterior polyurethane coating; setting precast structures for pipeline appurtenances.
- Segment C –Environmental report with the TWDB for review; final design plans are underway as are acquisitions.
- Segment D – over 50% of the pipeline is installed; two open-cut crews are underway; all but 1 minor tunnel is complete; work is continuing on the shafts for the San Marcos River crossing.
- Segment E – pipe manufacturing is underway with pipe deliveries started last week; the Guadalupe River Crossing is now not scheduled to begin until January 2024.
- Elevated Storage Tanks – the pedestal and dome work is complete; the steel team is onsite to begin welding the pieces of the bowl together before they are hoisted.
- Property acquisition is continuing for all parcels in Segments C and the Raw Water properties.



PROJECT STATUS REPORTS

PROJECT STATUS REPORT SUMMARY

REPORT DATE

October 2, 2023

PREPARED BY

David Kneuper, P.E. – Utility Engineering Group

CRWA GIS SYSTEM STATUS SUMMARY

Utility Engineering Group (UEG) is working with CRWA Staff to develop a plan to finalize the field work verification portion of the project. Additionally, UEG is working to upload the Hays Caldwell transmission main system information and Wells Ranch WTP information to the GIS system.

Since the last project status report to CRWA, UEG has prepared a service order request to finalize the data collection process for CRWA Staff review. Additionally, UEG is currently working to upload the provided information to the GIS system.

Following receipt of all requested as-built information from CRWA, UEG will complete the base scope of services within 8 weeks. Currently \$35,855.00 (49%) of the total project budget (\$72,470) has been invoiced. Presently, there are no current issues or associated risks with the project.

TXDOT/CRWA IH-10 (SANTA CLARA & ZUEHL) TRANSMISSION LINE ENCASEMENT STATUS SUMMARY

The project includes the addition of approximately 150 LF of steel split casing on the existing CRWA transmission main at Santa Clara Road and the relocation and encasement of approximately 200 LF of the transmission main at Zuehl Road. The project is required due to the reconstruction of the two intersections by the Texas Department of Transportation (TxDOT) with their IH-10 expansion project. UEG is coordinating with TxDOT, the Contractor, and CRWA Staff to finalize the pricing and supplemental agreement to revise the casing pipe installation method from open cut to bore at Zuehl Road.

Since the last status report update, UEG has had several meetings with TxDOT and the Contractor to verify the final change order costs and to review and update the proposed supplemental agreement. Additionally, UEG is currently reviewing Contractor submittals.

Once the notice-to-proceed is issued, the contract documents give the contractor 120 calendar days to reach substantial completion. The contract amount is currently \$529,901.90 including change order number one (fully reimbursable). Presently, there are no current issues or associated risks with the project.

TXDOT/CRWA FM 1518 TRANSMISSION LINE RELOCATION STATUS SUMMARY

The project includes the offset and bore of a new section of 30-Inch CRWA transmission main, approximately 250 LF, across FM 1518 at the intersection with Lower Seguin Road. The project is required

due to the TxDOT widening of FM 1518 and associated drainage improvements. The TxDOT Standard Utility Agreement has been executed by both the Board of Trustees and TxDOT.

Since the last status report, the Board of Trustees awarded the contract to RAM Utilities at their September meeting. UEG is finalizing the contract documents for a proposed pre-construction meeting the week of 10/9.

The Engineer's Opinion of Probable Project Cost was approximately \$757,050. The low bid from RAM Utilities, LLC is \$731,420.79. The project is not fully reimbursable, based on the approved Standard Utility Agreement with TxDOT, approximately \$146,430.22 (20.02%) would be reimbursable. Presently, there are no current issues or associated risks with the project.

WATER SYSTEM STANDARDS & TECHNICAL SPECIFICATIONS DEVELOPMENT STATUS SUMMARY

The project includes the preparation, review, and finalization of a new set of water system standards, technical specifications, and forms. The proposed water system standards are limited to CRWA's facilities related to the water transmission main system.

Since the last status report, UEG provided CRWA with a set of draft water system details on 8/22/2023 for review. A draft water system details review meeting was held on 9/18/2023. UEG is currently working to revise the draft water system details based on CRWA comments. Additionally, UEG is continuing work on the draft water system technical specifications, with an anticipated submittal to CRWA Staff in October;

Currently \$6,635.00 (27%) of the total project budget (\$24,760) has been invoiced. Presently, there are no current issues or associated risks with the project.



memorandum

To: Mr. John Kaufman, General Manager
Canyon Regional Water Authority
From: Trihydro Corporation
cc:
Date: October 2, 2023
Re: Trihydro Corporation – CRWA Engineering Report

MASTER PLAN

- Project consists of developing Master Plan Report and Capital Improvements to address future water demand of Entities
- Iterative process requiring input from multiple parties
- 90% Capital Improvements and Master Plan Report to be delivered to CRWA Staff for review on April 25, 2023
- Meeting to discuss comments with CRWA Staff held in July 13, 2023.
- 100% Capital Improvements and Master Plan Report sent via email to CRWA Staff on 9/1/23.

WELLS RANCH III

- Project consists of developing Preliminary Engineering Report and Capital Improvements costs to address future water demand of Entities
- Iterative process requiring input from multiple parties
- Trihydro met with Entities on 2/9/23 to obtain input on Wells Ranch III improvements
- Trihydro is currently updating Service Plan and cost estimates per input received at 2/9/23 meeting
- Updated deliverables sent to CRWA Staff for review on 2/24/23.
- Meeting with Entities, CRWA, and Trihydro took place on 3/2/23 to discuss updated costs.
- Updated deliverables slated to be sent to CRWA Staff for review on 3/7/23
- Project is approximately 80% billed and 80% complete.
- Trihydro and CRWA Staff met with Entities on 5/11/23.
- Updated deliverables sent to CRWA Staff for review on 6/1/23.
- Meeting with Entities slated for August 10, 2023.
- Submittal of draft report for CRWA review slated for 10/13/23.

Memo

To: John Kaufman, General Manager
Canyon Regional Water Authority

From: Yue Sun, P.E., BCEE
Byron Sanderfer, P.E.

Date: October 2, 2023

Re: Project Status Report for:
Hays Caldwell WTP Improvements

Work in Progress through October 2, 2023:

Hays Caldwell WTP Improvements

1. **TWDB approved the loan scope reduction and feasibility report update and is currently reviewing the Contract Documents for approval before bidding.**
 - *TWDB is waiting for a floodplain permit from Caldwell County to complete their review.*
2. **USACE Nation-Wide Permit renewal requires an aquatic survey to finalize environmental clearance with TWDB. Currently, expect to finish the permit renewal in August/September due to anticipated review time by USACE.**
 - *Received NWP 58 approval.*
3. **Hazard Mitigation Grant Program (HMGP) application for floodproofing elements**
 - *Working on the application documents and currently going through internal review.*
4. **Coordinating with City of San Marcos (CoSM) and Caldwell County for permitting approvals:**
 - *CoSM Watershed Protection Plan (WPP) is pending final review.*
 - *CoSM Plat Review – Permit to be issued once County written approval is received and WPP is issued.*
 - *CoSM Site Prep Permit – No further comments and to be issued once County Development permit is received.*
 - *Caldwell County Development Permit, Floodplain Permit, Plat Review – County*

confirmed no further comments and awaiting official permits; Driveway Permit was received on 9/15/23.

- *Coordination with CoSM Consultants for pipeline and interconnection: Continue with coordination as needed.*

5. Jar Testing Evaluation of Ozonation upstream of Filtration for Filter and Chemical Optimization.

- *Draft TM complete and currently under internal technical review*

HCWTP Koch Membrane Replacement Project

1. Scheduling a kick-off meeting.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	AMENDMENTS TO CRWA BYLAWS	CRWA 23-10-061

INITIATED BY

TED GIBBS, CHAIRMAN OF THE POLICY AND LEGISLATIVE COMMITTEE

RECOMMENDATION

Approve the Amendments to the CRWA Bylaws.

BACKGROUND INFORMATION

The Policy and Legislative Committee met on several occasions in 2023 to review the current CRWA Bylaws and draft amendments as deemed necessary and appropriate. The Committee developed proposed amendments to the Bylaws, which were sent to the CRWA Board of Trustees by email and postal mail with proper and timely notice from the Secretary of the CRWA Board of Trustees.

A copy of the CRWA Bylaws with the proposed amendments is attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-061

BE IT RESOLVED that the Bylaws of Canyon Regional Water Authority as amended are approved.

Adopted this 11th day of October 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

Bylaws of the
Canyon Regional Water Authority

Adopted February 1993

Version Control

DRAFT Bylaws of the Canyon Regional Water
Authority originally adopted: 02/1993; Revised
1/12/95,
Revised 5/13/96, Revised 10/14/02, Revised
10/14/13. Revised xx/xx/xxxx

Recommended by the Policy Committee

Bylaws

Of the

Canyon Regional Water Authority

Be it hereby resolved and approved by a majority vote of the Board of Trustees of the Canyon Regional Water Authority that these Bylaws of the Authority are hereby enacted upon the date of adoption.

ARTICLE I – Name and Objects

Section 1.01 This organization shall be known as the “Canyon Regional Water Authority” hereinafter referred to as the “Authority” created under a special act by the Texas Legislature, under the authority of Article XVI, Section 59 of the Texas Constitution, and enacted through Senate Bill 1735 of the 71st Legislature, 1989.

Section 1.02 The purpose of this organization as defined in section 2.02 of the CRWA Act in Senate Bill 1735 of the 71st Legislature, 1989 is as follows:

- (1) to purchase, own, hold, lease, and otherwise acquire sources of a potable water supply;
- (2) to build, operate and maintain facilities for the treatment and transportation of water;
- (3) to sell potable water to local governments, water supply corporations and other persons in this state; and
- (4) to protect, preserve, and restore the purity and sanitary conditions to water in the Authority.

Section 1.03 The following terms, as used herein, are defined as:

Member Entities: Those organizations that are Members of the Authority and place Members on the Board of Trustees, according to these Bylaws.

Associate Members: Those utilities who share the objectives of and who support the Authority but are not Member Entities or Participating Entities.

Participating Entities: Those entities that execute a Contract to purchase water from the Authority but are not Member Entities.

ARTICLE II – Membership in the Authority

A. GOVERNING BODY OF THE AUTHORITY

Section 2.01 The Authority shall be governed by a Board of Trustees. Each Member Entity shall appoint two representatives to the Board of Trustees. Neither Associate Members nor Participating Entities shall have representatives on the Board of Trustees.

B. MEMBER ENTITIES

Section 2.02 The Authority shall consist of Member Entities as defined by Senate Bill 1735 and membership can be added to at any time in accordance with Section 2.03.

Section 2.03 Entities who wish to join the Authority may file a petition for membership and seek approval from the Authority's Board of Trustees. Upon receiving a valid petition for membership in the Authority, the President shall cause to be called a Public Hearing to consider the request for membership in the Authority. At the Public Hearing, the Board of Trustees may deliberate upon the petition; and, if Membership in the Authority is approved, will define the conditions and/or fees for such membership.

C. ASSOCIATE MEMBERS

Section 2.04 Associate Members will pay an initial \$5,000.00 fee upon approval of a petition for Associate membership by the Board of Trustees. Associate Members may appoint one member to the Board of Managers. Associate members shall not be represented on the Board of Trustees.

D. PARTICIPATING ENTITIES

Section 2.05 Participating Entities may designate one representative to the Board of Managers (as described below). Participating Entities shall not be represented on the Board of Trustees.

ARTICLE III – Board of Trustee Officers, Elections, Vacancies

Section 3.01 Each Trustee shall be appointed in accordance with Senate Bill 1735 by each Member Entity. Said Trustee must be at least 18 years of age and reside within the territory located in the Authority. The territory of the Authority shall be defined as the certificated area of the Member Entities as defined by the Public Utility Commission. Each Member Entity shall be responsible for determining the eligibility of its appointed Trustee; provided however that the Authority reserves the right to verify Trustee eligibility. If the Trustee is found to not meet the qualifications for a Trustee, the President of the Board of Trustees will request a replacement from the Member Entity. If the Member Entity declines to appoint a replacement, the Board of Trustees may conduct a majority vote of the Board of Trustees to remove the Trustee.

Section 3.02 Trustees shall take office at the first Board of Trustee meeting in May of each year. A Trustee may not serve more than five consecutive two-year terms of office. If a Trustee is appointed to fill an unexpired term of a vacated seat, such unexpired term shall not be counted for purposes of the five consecutive two-year term limits.

Section 3.03 Members of the Board of Trustees shall be appointed by resolution of the governing body of the Member Entity not later than April 30th of each year. The resolution shall include a statement of eligibility.

Section 3.04 Attendance

- (a) Any Member Entity whose Trustee fails to attend two consecutive regular Board Meetings will be notified by the Board President. If the Trustee's seat

remains unattended at the subsequent Board Meeting for a total of three consecutive Board Meetings, the President of the Board of Trustees will request a replacement from the Member Entity. If the member entity declines to appoint a replacement and absences continue, the Board of Trustees may conduct an election to remove the non-attending Trustee.

(b) A Board of Trustee member may participate remotely in a Board Meeting via video-conference call in accordance with Texas Government Code § 551.127 and 551.131 (e) provided that:

- (1) The Presiding Officer is at a fixed location that is announced/noticed in the agenda;
- (2) The remote Trustee is clearly visible, audible, and can interact with the Presiding Officer in a visible and audible manner;
- (3) The same communication process between the remote Trustee and the remainder of the Trustees present is also in place whereby communications are possible and remains throughout the meeting to sustain a quorum. (A quorum must be evident or a point of order noting the absence of a quorum may be called.)
- (4) Participant must have audio and video throughout the meeting.

Each Trustee who attends any executive session of the Board of Trustees or any committee thereof remotely shall be required, at the beginning of such meeting, to attest verbally or in writing that such Trustee is alone and that no third party can view or hear the executive session or comments of any participant therein. The presiding officer in consultation with the CRWA's legal counsel shall determine if any party other than a Trustee shall be present in an Executive Session.

NOTICE: State law (Section 551.146 of the Texas Government Code) provides that a member of a governmental body commits a criminal offense (Class B misdemeanor) and maintains civil liability for knowingly disclosing to the public the certified agenda or recording of a meeting that is lawfully closed to the public under the Texas Open Meetings Act.

Section 3.05 The officers of the Authority shall be the President, the Vice President, the Secretary, and the Treasurer, selected annually by the Board of Trustees. The Secretary and Treasurer shall be authorized to appoint deputies to assist in their work. (Unless otherwise appointed in writing by the Secretary or Treasurer, the General Manager and staff will fulfill these tasks and duties as necessary.)

Section 3.06 Officers shall be nominated from the Board of Trustees. The election of officers shall be held at the first meeting of the Board of Trustees in May.

Section 3.07 There shall be an Executive Committee, pursuant to Section 3.05, comprised of the officers of the Authority. The General Manager of the Authority may meet with the Executive Committee, have no vote, and function as *ex-officio*. The Executive Committee shall provide directions on urgent matters requiring immediate attention to the General Manager.

Section 3.08 A vacancy in the office of the President shall be filled for the unexpired term by the succession of the Vice President to that office. If a vacancy occurs in other offices of the Authority, it shall be filled by an election at the next regular meeting of the Authority.

Section 3.09 Removal of Officers.

It is a ground for removal of an officer of the Authority that, as determined by a simple majority vote of a quorum of the Board of Trustees, such officer:

(1) does not have at the time of taking office the qualifications of a Trustee of the Authority as required in Section 3;

(2) does not maintain during service as an officer the qualifications of a Trustee of the Authority as required in Section 3;

(3) cannot, because of illness or disability, discharge the Officer's duties for a substantial part of the Officer's term; or

(4) fails or refuses to discharge a non-discretionary or ministerial duty of the office held by the Officer as set-forth in these Bylaws and persists in such failure or refusal for more than ten (10) days after written demand for performance of such duty is delivered to the Officer by the remaining Officers of the Authority.

ARTICLE IV - Duties of Officers

Section 4.01 President. It shall be the duty of the President to preside at all meetings of the Board of Trustees, Executive Committee, or other Committees of the Authority (unless the President appoints another individual to chair a specific Committee, such as the Budget Committee or the Investment Committee); to form and appoint the members of all standing and special committees of the Authority; to see that a time and place is arranged for all meetings; to, together with the General Manager, prepare for and post an Agenda for each Meeting (Exception see Section 6.05); and to officiate over each meeting of the Board of Trustees of the Authority, as may be required. It shall be the further duty of the President to speak for the Authority in dealing with external entities, the press, etc., at the discretion of the Board of Trustees. It shall be the further duty of the President to assure that the Member Entities are notified of upcoming Trustee elections and vacancies, and to deliver all notices required under Section 8.02.

Section 4.02 Vice President. It shall be the duty of the Vice President to act in the place of the President when the President is unable to be present or unable to act, and to assist the President in the performance of duties.

Section 4.03 Secretary. It shall be the duty of the Secretary or designee to keep a record of the agendas and minutes of the Authority; to carry on the required correspondence of the Authority; and to assure the dissemination of information from the Authority meetings to the Trustees. It shall be the further duty of the Secretary to assure that the

Member Entities are notified of upcoming Trustee elections, vacancies, and to deliver all notices required under Section 8.02.

Section 4.04 Treasurer. It shall be the duty of the Treasurer, together with the Authority's Budget Committee, staff and financial consultants, to develop rates for potable water delivered by the Authority, and to ensure that such rates are based on the actual cost of production and delivery of such water, considering relevant overhead, debt service, capital and other costs. It shall be the duty of the Treasurer to work with the Authority's staff to develop and collect any special fees or charges that the Board of Trustees directs are to be assessed; to work with staff to ensure timely payment of the bills of the Authority; to work with staff to collect all monies owed to the Authority; to account for all monies collected and expended on behalf of the Authority; to call for an annual audit of the Authority's financial records in accordance with applicable law; and, together with staff, to perform such other financial duties as are required of the Authority.

Section 4.05 General Manager. The Board of Trustees shall employ a General Manager for the Authority. The General Manager shall be the chief executive of the Authority, and function as provided in the written job description adopted by the Board of Trustees. An evaluation of the General Manager shall be conducted by the Executive Committee with input by the Board of Trustees at least annually. The employment contract will be the controlling document. In the event of any conflict between this section and the text of the employment contract between the Authority and the General Manager, the employment contract shall prevail and supersede this section.

ARTICLE V – Disbursements and Expenditures

Section 5.01 Except as provided by the Disbursement Policy all disbursements and expenditures shall be paid by check or recordable electronic means to evidence two (2) person approval. The President, Vice President, Treasurer, General Manager, and Finance Manager are designated signatories and shall be authorized to sign all authorized and budgeted expenditures. All expenditures must be signed by two of these authorized signatories, one being a Trustee. In the event of a conflict between this article and the Authority's Disbursement Policy, the Disbursement Policy shall be controlled.

ARTICLE VI – Time, Place, and Agenda of Meetings

Section 6.01 Regular meetings of the Authority's Board of Trustees shall be held at least quarterly, as set from time to time.

Section 6.02 Regular, Special, or Emergency Meetings of the Authority's Board of Trustees may be called as necessary by any member of the Executive Committee, or by any two Trustees, or by the President.

Section 6.03 Regular, Special, or Emergency Meetings of the Authority's Board of

Trustees shall be noticed and posted in accordance with Chapter 551 of the Texas Government Code.

Section 6.04. Meetings of the Authority's Board of Trustees shall be held at 850 Lakeside Pass, New Braunfels, TX, 78130. In emergency situations an alternate location may be designated by the President or Vice President.

Section 6.05 Special meetings of the Executive Committee of the Authority's Board of Trustees may be called, as necessary, by the President or any Member of the Executive Committee.

Section 6.06 Agenda items of the Authority's Board of Trustees are determined by the General Manager and President (see Section 4.01); however, agenda items may be added to the agenda if requested by a Trustee.

Section 6.07 To the extent of any conflict with the Administrative Policies, these Bylaws shall control as the document governing organizational procedures of the Authority and shall be controlling unless state law provides a different requirement.

ARTICLE VII – Quorum and Rules

Section 7.01 At least fifty percent (50%) of the Trustees will constitute a Quorum. A Quorum of the Board of Trustees must be present to conduct business.

Section 7.02 All action by the Board of Trustees shall be by a simple majority vote of the Trustees constituting a quorum. The exception is for revision of Bylaws, as provided in Section 8.01.

Section 7.03 The latest edition of Roberts Rules of Order shall govern the Parliamentary Procedure of all meetings of the Authority unless the Board shall provide to the contrary.

ARTICLE VIII – Amendments

Section 8.01 These Bylaws may be amended by a fifty percent (50%) affirmative vote of all Trustees.

Section 8.02 The Secretary or President of the Authority must notify each Trustee, in writing, of any proposed changes to these Bylaws. Such written notification may be made by electronic mail and must be delivered to the Trustees at least thirty (30) days before the meeting at which the proposed changes will be considered.

ARTICLE IX – Committees and Board of Managers

Section 9.01 The following standing committees shall exist, and be comprised as follows:

- Executive Committee comprised of the President, Vice President, Secretary and Treasurer of the Board of Trustees.
- Budget Committee comprised of the Treasurer of the Board of Trustees and other Trustees appointed by the President.
- Construction Committee comprised of Trustees and may include members of the Board of Managers appointed by the President; provided that the majority of members of the Construction Committee shall be Trustees. A majority of the Trustees must be present to take action.
- All Committee meetings will be Noticed and Open Meetings with the exception of the Executive Committee meetings.

Section 9.02 The President shall appoint all Special Committees, assign their members, define their duties, and set dates for performance of assignments.

Section 9.03 The Authority shall maintain a Board of Managers composed of the managers or other designated representative of each Member Entity. Associate Members and participating members may designate a representative to the Board of Managers. The Board of Managers shall have no governing authority but may issue recommendations to the General Manager and Board of Trustees. Meetings of the Board of Managers shall be noticed to the members of the Board of Managers and pursuant to the Texas Open Meetings Act and deliberations shall be based on a consensus of the members, which shall be required for the purpose of making any of its recommendations. The members shall appoint a presiding officer.

ARTICLE X – Adoption

Section 10.01 These Bylaws were adopted by a two-thirds vote of a Quorum of the Board of Trustees of the Authority on February 1993.

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ATTEST TO ADOPTION

Originally adopted February 1993; and further revised and adopted this ____th day of _____, 2023 at a properly noticed meeting of the Board of Trustees.

Upon verification of a quorum being present, a motion was duly made to adopt these revised Bylaws by Trustee _____, seconded by Trustee _____, these Bylaws hereby replace and supersede all previously adopted Bylaws and were approved by a vote of__ in favor,__ opposed, abstaining, and_ absent.

President

(Seal)

Secretary of the Board

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	NEWGEN STRATEGIES CONTRACT RATIFICATION	CRWA 23-10-062

INITIATED BY

JOHN KAUFMAN

STAFF RECOMMENDATION

Ratify the General Manager's execution of a contract with NewGen Strategies concerning an updated analysis for establishing rates related to the 2021 Hays Caldwell Water Supply and Treatment Agreement at no cost to exceed \$12,500.

BACKGROUND INFORMATION

At the CRWA Board of Trustees Meeting on September 11, 2023, the Board of Trustees passed CRWA Resolution 23-09-057, which directed CRWA "to take appropriate action regarding the Amended and Restated Regional (Hays and Caldwell Counties Area) Water Supply and Treatment Contract, made effective on February 9, 2021, including but not limited to, directing CRWA staff to develop a new rate methodology for Participating Members, who exceed their annual allotment of water under the Contract."

In response to this directive, CRWA Staff requested NewGen Strategies to update their previous analysis for establishing rates related to the 2021 Hays Caldwell Water Supply and Treatment Agreement using the recently approved FY 2024 Budget.

To expedite the requested analysis, the CRWA General Manager executed a new contract with NewGen Strategies to complete the work for a cost not to exceed \$12,500. A copy of the signed contract with NewGen Strategies is attached.

FINANCIAL IMPACT

The financial impact is \$12,500.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-062

BE IT RESOLVED that ratification of a contract with NewGen Strategies executed by the CRWA General Manager concerning an updated analysis for establishing rates related to the 2021 Hays Caldwell Water Supply and Treatment Agreement at a cost to exceed \$12,500 is approved.

Adopted this 11th day of October 2023

Ayes _____ Nays _____ Abstained _____ Absent _____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary



275 W. Campbell Rd.
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

September 20, 2023

Mr. John Kaufman
General Manager
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130

Re: Continuing Services — Update to Analysis for True-up Mechanism specific to the Hays Caldwell Water Supply Project

Dear Mr. Kaufman:

Based on our recent conversations, we understand that Canyon Regional Water Authority (CRWA), seeks to engage NewGen Strategies and Solutions (NewGen or Project Team) to perform an update to the original Analysis concerning a True-up Mechanism for the Hays Caldwell Water Supply Project (HC Project) as originally prepared by our Project Team.

As part of these continuing services, we anticipate the scope of services to include, but not necessarily be limited to, the following:

- Discuss proposed methodology(ies) and implementation of proposed methodology(ies) with CRWA to determine a path forward;
- Perform updated analysis as necessary reflective of FY 2024 budgeted numbers to demonstrate the application of the methodology and anticipated impacts to HC Project participants;
- Coordinate with CRWA Bond Counsel and Financial Advisor to confirm methodology(ies) is/are consistent with all outstanding debt requirements;
- Affirm initial true-up values, including potential phase-in method or approach, to be used as part of initial implementation;
- Present and discuss finalized approach with the Board of Managers;
- Present and discuss finalized approach with the Board of Trustees; and,
- Other services as may be requested.

NewGen anticipates that the fees necessary to execute the above scope of services to be \$12,500, inclusive of out-of-pocket expenses incurred at cost. NewGen commits that those costs incurred under this agreement **will not exceed \$12,500 without prior written authorization of CRWA.**

Mr. John Kaufman
September 20, 2023
Page 2

Services requested but not included in the scope of services outlined above will be provided based on our hourly billing rates, effective through December 31, 2024.

**NewGen Strategies and Solutions
2024 Billing Rates**

Position	Hourly Billing Rate
Partner	\$265 – \$405
Principal	\$250 – \$405
Senior Manager	\$225 – \$280
Manager	\$195 – \$225
Senior Consultant	\$170 – \$195
Consultant	\$160 – \$170
Administrative Services	\$130

Note: Billing rates are subject to change based on annual reviews and salary increases.

If this letter and its terms and conditions are acceptable, please execute one copy and return to our Richardson, Texas office. If you should have any questions regarding this letter and/or require additional information, please contact Chris Ekrut at (972) 232-2234 or cekrut@newgenstrategies.net.

Very truly yours,

NewGen Strategies and Solutions, LLC

DocuSigned by:
Chris D. Ekrut
FB82F346CFA8440...

Chris D. Ekrut
Partner, Chief Financial Officer

Canyon Regional Water Authority
Continuing Services – Update to Analysis for True-up Mechanism specific to the Hays Caldwell Water Supply Project Not-to-Exceed Fee without Authorization of \$12,500

Signed *John M Kaufman* Printed *John M Kaufman*
Title *General Manager* Date *9/22/2023*

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	ALLOCATION ADMINISTRATIVE COSTS IN THE FY2024 BUDGET	CRWA 23-10-063

INITIATED BY JOAN WILKINSON

STAFF RECOMMENDATION

Approve a correction to the percentage allocation of administrative costs in the FY2024 Budget based on the cost of service.

BACKGROUND INFORMATION

After the FY2024 Budget was approved an error in the percentage allocation of the administrative costs was found and corrected. The correction did not change the total administrative cost of \$2,373,362.17 in the approved budget. The corrected allocation of the administrative costs was published with the distributed FY2024 Budget. A copy of the administrative cost sheet is attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-063

BE IT RESOLVED that a correction to the percentage allocation of administrative costs in the FY2024 Budget of Canyon Regional Water Authority is approved.

Adopted this 11th day of October 2023

Ayes _____ Nays _____ Abstained _____ Absent _____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**CRWA Administration
Operations Recap**

Entity	Admin Costs	Total	COS %	Bond Payments	Raw Water	Plant O&M	Membrane Funds	Line Use & Delivery	Repair & Replacement
Lake Dunlap									
SAWS	\$135,962.66	\$1,814,284.39	5.73%	\$616,934.60	\$651,990.00	\$351,201.66	\$19,720.99	\$0.00	\$174,447.14
Cibolo	\$48,315.16	\$644,716.97	2.04%	\$216,808.44	\$236,250.00	\$123,422.30	\$6,930.52	\$0.00	\$61,305.71
SAWS/Springs Hill-Prorated Oct-Dec	\$4,855.81	\$64,795.87	0.20%	\$22,033.38	\$23,285.00	\$12,542.92	\$704.32	\$0.00	\$6,230.25
SAWS-Prorated Jan-Sep	\$14,567.43	\$194,387.61	0.61%	\$66,100.14	\$69,855.00	\$37,628.75	\$2,112.96	\$0.00	\$18,690.76
East Central	\$4,131.47	\$722,329.75	2.28%	\$246,773.84	\$257,408.00	\$140,480.66	\$7,888.40	\$0.00	\$69,778.86
Green Valley	\$68,486.60	\$913,884.54	2.89%	\$317,280.65	\$316,128.00	\$180,618.00	\$10,142.22	\$0.00	\$89,715.67
Marion	\$3,800.12	\$50,708.70	0.16%	\$17,626.70	\$17,500.00	\$10,034.33	\$563.46	\$0.00	\$4,984.20
Crystal Clear	\$12,443.32	\$166,043.48	0.52%	\$88,133.51	\$0.00	\$50,171.67	\$2,817.28	\$0.00	\$24,921.02
Springs Hill	\$73,774.38	\$984,444.59	3.11%	\$343,720.70	\$336,875.00	\$195,669.50	\$10,987.41	\$0.00	\$97,191.98
Lake Dunlap Totals	\$416,336.95	\$5,555,595.90	17.54%	\$1,935,411.96	\$1,909,281.00	\$1,401,769.77	\$61,867.57	\$0.00	\$547,265.60
Wild Cities									
SAWS	\$107,587.14	\$1,435,641.64	4.53%	\$875,246.70	\$0.00	\$385,947.80	\$0.00	\$0.00	\$174,447.14
Cibolo	\$26,896.78	\$358,910.41	1.13%	\$218,811.68	\$0.00	\$96,486.95	\$0.00	\$0.00	\$43,611.78
SAWS/Cibolo	\$15,369.59	\$205,091.66	0.65%	\$125,035.24	\$0.00	\$55,135.40	\$0.00	\$0.00	\$24,921.02
East Central	\$43,034.86	\$574,256.66	1.81%	\$350,098.68	\$0.00	\$154,379.12	\$0.00	\$0.00	\$69,778.86
Green Valley	\$15,369.59	\$205,091.66	0.65%	\$125,035.24	\$0.00	\$55,135.40	\$0.00	\$0.00	\$24,921.02
Marion	\$6,147.84	\$82,036.67	0.26%	\$50,014.10	\$0.00	\$22,054.16	\$0.00	\$0.00	\$9,968.41
Wild Cities Totals	\$216,405.60	\$2,861,026.71	9.03%	\$1,744,241.64	\$0.00	\$769,138.84	\$0.00	\$0.00	\$347,646.23
Wells Ranch									
SAWS	\$180,961.50	\$2,414,748.32	7.62%	\$1,712,058.54	\$363,744.56	\$224,308.52	\$0.00	\$0.00	\$114,636.69
Cibolo	\$120,565.26	\$1,608,821.56	5.08%	\$1,003,613.18	\$313,283.70	\$193,191.08	\$0.00	\$0.00	\$98,733.59
SAWS/Springs Hill-Prorated Jan-Sep	\$29,504.59	\$393,708.96	1.24%	\$279,139.98	\$59,306.18	\$36,572.04	\$0.00	\$0.00	\$18,690.76
SAWS-Prorated Oct-Dec	\$9,834.86	\$131,236.32	0.41%	\$93,046.66	\$19,768.73	\$12,190.68	\$0.00	\$0.00	\$6,230.25
East Central	\$95,421.21	\$1,273,299.67	4.02%	\$560,546.61	\$565,385.57	\$27,525.45	\$0.00	\$0.00	\$49,842.04
Green Valley	\$337,184.48	\$4,499,386.17	14.21%	\$2,387,964.82	\$1,277,958.00	\$551,572.71	\$0.00	\$0.00	\$281,890.63
Marion	\$12,980.58	\$173,212.78	0.55%	\$112,109.32	\$31,629.96	\$19,505.09	\$0.00	\$0.00	\$9,968.41
Converse	\$25,563.47	\$341,118.62	1.08%	\$188,359.98	\$79,074.90	\$48,762.72	\$0.00	\$0.00	\$24,921.02
Crystal Clear/Cibolo Prorated Oct-Dec	\$11,537.66	\$153,958.45	0.49%	\$97,361.37	\$29,297.25	\$18,066.59	\$0.00	\$0.00	\$9,233.24
Crystal Clear Prorated Jan-Sep	\$34,612.99	\$461,875.35	1.46%	\$292,084.11	\$87,891.76	\$4,199.77	\$0.00	\$0.00	\$27,699.71
Crystal Clear	\$20,405.06	\$272,284.89	0.86%	\$19,359.64	\$245,352.03	\$5,011.83	\$0.00	\$0.00	\$2,561.38
Springs Hill	\$43,423.18	\$579,438.49	1.83%	\$74,437.33	\$490,264.41	\$9,752.54	\$0.00	\$0.00	\$4,984.20
County Line	\$23,703.53	\$316,299.62	1.00%	\$316,299.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maxwell	\$35,555.29	\$474,449.43	1.50%	\$0.00	\$474,449.43	\$0.00	\$0.00	\$0.00	\$0.00
Wells Ranch Totals	\$961,259.66	\$13,093,830.62	41.34%	\$6,820,081.54	\$4,353,706.11	\$1,270,659.03	\$0.00	\$0.00	\$649,391.54
LD/WC/WR Blended O&M									
SAWS	\$144,100.89	\$1,922,880.75	6.07%	\$0.00	\$0.00	\$1,922,880.75	\$0.00	\$0.00	\$0.00
Cibolo	\$52,379.53	\$698,951.89	2.21%	\$0.00	\$0.00	\$698,951.89	\$0.00	\$0.00	\$0.00
East Central	\$36,597.05	\$488,350.67	1.54%	\$0.00	\$0.00	\$488,350.67	\$0.00	\$0.00	\$0.00
Green Valley	\$109,791.15	\$1,465,052.00	4.63%	\$0.00	\$0.00	\$1,465,052.00	\$0.00	\$0.00	\$0.00
Marion	\$3,430.97	\$45,782.87	0.14%	\$0.00	\$0.00	\$45,782.87	\$0.00	\$0.00	\$0.00
Converse	\$11,436.58	\$152,609.58	0.48%	\$0.00	\$0.00	\$152,609.58	\$0.00	\$0.00	\$0.00
Crystal Clear	\$9,048.90	\$120,748.48	0.38%	\$0.00	\$0.00	\$120,748.48	\$0.00	\$0.00	\$0.00
Springs Hill	\$44,339.63	\$591,667.56	1.87%	\$0.00	\$0.00	\$591,667.56	\$0.00	\$0.00	\$0.00
LD/WC/WR Blended O&M Totals	\$411,124.71	\$5,486,043.80	17.32%	\$0.00	\$0.00	\$5,486,043.80	\$0.00	\$0.00	\$0.00
Hays Caldwell									
County Line	\$140,189.90	\$1,870,692.55	5.91%	\$479,469.18	\$188,600.00	\$717,200.07	\$140,519.25	\$279,710.66	\$65,193.39
Crystal Clear	\$55,928.83	\$746,313.69	2.36%	\$190,036.33	\$59,092.00	\$301,714.67	\$53,715.31	\$116,834.37	\$24,921.02
Mariondale	\$33,329.10	\$444,743.15	1.40%	\$191,023.21	\$19,262.00	\$120,685.87	\$47,914.06	\$43,628.47	\$22,229.55
Maxwell	\$99,747.04	\$1,331,023.52	4.20%	\$362,771.60	\$113,696.00	\$514,030.31	\$96,687.56	\$198,980.21	\$44,857.84
San Marcos	\$15,486.84	\$206,856.27	0.65%	\$0.00	\$0.00	\$0.00	\$141,153.83	\$0.00	\$65,492.44
Hays Caldwell Totals	\$344,661.71	\$4,599,429.18	14.52%	\$1,223,300.92	\$380,650.00	\$1,653,630.92	\$480,000.00	\$639,153.71	\$222,694.25
City of La Vernia	\$5,559.35	\$74,183.93	0.23%	\$0.00	\$57,023.93	\$0.00	\$0.00	\$17,160.00	\$0.00
CRWA FY 2024 Total Budget	\$2,373,362.17	\$31,670,120.13	100.00%	\$11,723,035.46	\$6,700,661.04	\$10,281,242.35	\$543,867.57	\$656,313.71	\$1,767,000.00

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	SCOPE OF ENGINEERING WORK FOR GARVER	CRWA 23-10-064

INITIATED BY

ADAM TELFER AND JOHN KAUFMAN

STAFF RECOMMENDATION

Authorize CRWA Staff to negotiate a scope of work and Master Engineering Services Agreement with Garver for the Lake Dunlap Water Treatment Plant Improvement Project.

BACKGROUND INFORMATION

Upon completion of the written Statement of Qualifications (SOQ) and Presentation/Interview process for the Lake Dunlap Water Treatment Plant Improvement Project, Garver was determined by the ad hoc Project Section Committee to be the most qualified to perform the requested engineering design work for the Lake Dunlap Water Treatment Plant Improvement Project. Six engineering firms submitted written SOQs and four engineering firms were invited to give presentations and be interviewed.

In cooperation with the members of the ad hoc Project Section Committee and CRWA's Special Counsel, CRWA Staff need to negotiate a project scope of work and Master Engineering Services Agreement with Garver for subsequent approval by the Board of Trustees.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-064

BE IT RESOLVED that authorization for CRWA Staff to negotiate a scope of work and Master Engineering Services Agreement with Garver for the Lake Dunlap Water Treatment Plant Improvement Project is approved.

Adopted this 11th day of October 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	PROFESSIONAL RECRUITING SERVICES	CRWA 23-10-065

INITIATED BY JOHN KAUFMAN

STAFF RECOMMENDATION

Authorize the CRWA General Manager to negotiate a scope of work and contract with Strategic Government Resources (SGR) for professional recruiting services to fill the open Assistant General Manager and Project Engineer positions.

BACKGROUND INFORMATION

The FY 2024 CRWA Budget provides funding for a new Assistant General Manager position and a Project Engineer position. CRWA has advertised for both positions since September 15, 2023. Since that time, only one resume has been received for the Assistant General Manager position. However, the resume does not meet the minimum requirements for the position.

Staff have determined that recruiting assistance from a qualified and experienced water utility search firm is needed to attract qualified candidates to be interviewed and selected for the two open positions. Strategic Government Resources (SGR) performed a similar service for CRWA in 2021 when seeking candidates for the then open General Manager position but was the only search firm to submit a proposal to CRWA through a competitive bid process.

To expedite the hiring task CRWA Staff recommend that SGR be contracted to assist with the recruiting and interviewing process for both the Assistant General Manager position and a Project Engineer position.

FINANCIAL IMPACT

Approximately \$50,000.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-065

BE IT RESOLVED that authorization for the CRWA General Manager to negotiate a scope of work and contract with Strategic Government Resources (SGR) for professional recruiting services to fill the open Assistant General Manager and Project Engineer positions is approved.

Adopted this 11th day of October 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	MASTER ENGINEERING SERVICES CONTRACT WITH HANSON PROFESSIONAL SERVICES INC.	CRWA 23-10-066

INITIATED BY JOHN KAUFMAN

STAFF RECOMMENDATION

Authorize CRWA to enter into a Master Engineering Services Contract with Hanson Professional Services Inc. (Hanson), a Delaware corporation, for project funding support services.

BACKGROUND INFORMATION

CRWA is in need of project funding support to secure low-interest rate loans and grants that may be available from the Texas Water Development Board (TWDB), the Texas Commission on Environmental Quality (TCEQ), and others for the Wells Ranch II Generator Project and other ongoing and pending construction projects. As a former senior level manager at TWDB who oversaw TWDB project funding programs, Mr. Mark Hall of Hanson is uniquely qualified to help CRWA navigate through the cumbersome bureaucratic process at both TWDB and TCEQ to secure necessary funding for various CRWA projects. Mr. Hall has also provided similar assistance to CRWA in the past.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-066

BE IT RESOLVED that authorization for CRWA to enter into an Engineering Services Contract with Hanson Professional Services Inc. a Delaware corporation, for project funding support services is approved.

Adopted this 11th day of October 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**CANYON REGIONAL WATER AUTHORITY MASTER
SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS CANYON REGIONAL WATER AUTHORITY MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“**Agreement**”) is made effective as of the 11th day of October, 2023, (“**Effective Date**”) between the CANYON REGIONAL WATER AUTHORITY, (“**CRWA**”) and Hanson Professional Services, Inc., a Delaware corporation (“**Engineer**”), each a “**Party**” and collectively the “**Parties.**”

RECITALS

WHEREAS, CRWA is a governmental agency of the State of Texas, a water conservation district and a body politic and corporate, created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas, and Texas Revised Civil Statutes, as amended, and the applicable general laws of the State of Texas; and

WHEREAS, Engineer is engaged in the business of rendering professional engineering and related consulting services; and

WHEREAS, from time-to-time CRWA may require services from Engineer and request that the Engineer provide professional services for Specific Projects. Each engagement will be documented by a Service Order; and

WHEREAS, this Agreement shall set forth the general terms and conditions which shall apply to all Service Orders duly executed under this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRWA and Engineer hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below shall have the meanings set forth in “**Appendix 1,**” attached hereto, which are applicable to both the singular and plural thereof.

B. Capitalized terms in this Agreement which are not defined in Appendix 1 are defined in the text of this Agreement the first time they occur.

Section 1.02 Terminology and Interpretation

A. The terms defined in Appendix 1 or in the text of this Agreement shall apply throughout this Agreement. All references in this Agreement to "Section" or "Article" shall refer to a section or article of this Agreement, unless otherwise expressly stated. All references in this Agreement to "Paragraph" shall refer to a paragraph of a Service Order or a paragraph of an Exhibit to this Agreement, unless otherwise expressly stated. All references to "Exhibits" shall mean the exhibits attached to this Agreement. All such Exhibits and any other attachments to this Agreement are incorporated in this Agreement by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to this Agreement in its entirety. As used in this Agreement, the term "including" shall mean "including but not limited to." The headings of Articles and Sections in this Agreement and the headings of Paragraphs in the Service Order and the Exhibits to this Agreement shall be for convenience only and shall not affect the interpretation hereof.

B. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. Reference to any agreement means such agreement as amended or modified and in effect from time to time in accordance with the terms thereof.

C. Unless otherwise indicated, for purposes of this Agreement, a period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m. on the next Business Day. All references to time herein are to time in Guadalupe County, Texas.

ARTICLE 2 SERVICES OF ENGINEER AND REPORTS

Section 2.01 Scope of Services

A. Engineer's Services will be detailed in a duly executed Service Order for each Specific Project. The general format of a Service Order is shown in **Attachment One** to this Agreement. This Agreement shall be referred to in any Service Order issued pursuant hereto. Each Service Order will indicate the specific services to be performed, deliverables to be provided, schedule and specific compensation terms, together with the name(s), address(es) and telephone number(s) of each Consultant and Subcontractor that will be engaged by Engineer to perform any part of the services described in the Service Order.

B. Engineer shall not be obligated to perform work under a prospective Service Order unless and until CRWA and Engineer agree as to the particulars of the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters and the specific Service Order is executed by both parties and approved by CRWA's Board of Trustees.

C. CRWA shall not incur financial or other liability to Engineer for any work performed under a prospective Service Order unless and until CRWA and Engineer agree as to the particulars of the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters and the specific Service Order is executed by both parties and approved by CRWA's Board of Trustees.

Section 2.02 Service Order Procedure

A. CRWA and Engineer shall agree on the scope, time for performance, and method of compensation for each Service Order. With respect to the scope of Engineer's services, each specific Service Order shall either (1) be accompanied by and incorporate a customized **Exhibit A**, "Engineer's Services for Service Order," prepared for the Specific Project, (2) state the scope of services in the Service Order document itself, or (3) incorporate by reference all or portions of **Exhibit A**, "Engineer's Services for Service Order," as attached to this Agreement. Each duly executed Service Order shall be subject to the terms and conditions of this Master Services Agreement, unless specifically modified within the Service Order.

B. Engineer shall provide, or cause to be provided, the services set forth in the fully executed Service Order pursuant to the terms hereof.

Section 2.03 Time for Rendering Services

A. Engineer is not authorized to begin work or to incur costs under a Service Order until the time set forth in the Service Order.

B. The Commencement Date of each Service Order and the times for completing services or providing deliverables will be stated in each Service Order. Engineer is authorized to begin rendering services under a Service Order as of the Commencement Date of the Service Order unless otherwise specified in the Service Order.

C. Unless specific periods of time or specific dates for providing Services are specified in a Service Order, Engineer's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of the Services.

D. If CRWA has requested changes in the scope, extent, or character of the Specific Project, the time of performance and completion of Engineer's Services may be adjusted equitably as agreed by the Parties.

E. If, through no fault of Engineer, the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for performance and completion of Engineer's services shall be adjusted equitably.

Section 2.04 No Guaranteed Amount of Services

Services pursuant to this Agreement will be required on an irregular and as needed basis during the Term of this Agreement, and CRWA has not made nor does it make any

representation of any kind or guarantee regarding the amount of services CRWA will require from Engineer under this Agreement.

Section 2.05 Progress Reports

A. Unless otherwise provided in a Service Order, Engineer will provide CRWA with a monthly progress report ("**Monthly Progress Report**") on the services being performed or furnished by Engineer under each Service Order. At a minimum, each Monthly Progress Report shall cover the following items:

1. The percentage of Work performed during the previous month.
2. The total percentage of the Specific Project completed.
3. Significant findings, problems, delays, inclusions, events, trends, etc. of the reporting period which result from or affect the performance of the Construction Contract.
4. Specific actions required of CRWA, to assist in the resolution of a problem or to affect the timely progression of the Work.
5. The percentage of the Service Order budget expended during the reporting period and total expended to date.
6. A statement that Services are on schedule, or an explanation of variances and proposed corrective actions.

B. The Monthly Progress Report for each Specific Project shall be delivered to the CRWA Project Manager within ten working days following the end of the month being reported.

ARTICLE 3 CHANGES TO SERVICE ORDERS AND PERSONNEL

Section 3.01 Changes to Service Orders Requested by CRWA

CRWA may change the Scope of Services set forth in a Service Order by sending written notice to Engineer. Should Engineer believe that such changes require an equitable adjustment in Engineer's agreed compensation and/or schedule for the Services or other terms of the Services, Engineer shall notify CRWA in writing of its request for such adjustments no later than ten (10) calendar days following its receipt of such requested changes from CRWA. Except as otherwise instructed in writing by CRWA, Engineer shall not commence the changed Services until CRWA and Engineer have mutually accepted Engineer's timely requested adjustments, if any, to its compensation or schedule for its Services or other terms of the Services and a written amendment to Service Order is executed by the Parties.

Section 3.02 Changes to Service Orders Requested by Engineer

Should an event or condition occur after the initiation of a Service Order, that in the opinion of the Engineer, will result in a change in scope, schedule and/or budget, the Engineer will provide timely written notice to CRWA stating: the nature of the event or condition; detailing the impact on scope, schedule, and/or budget; and providing the Engineer's recommendation or request for modification of the affected Service Order. Such notice will be provided upon recognition of the event or condition and prior to the completion of the services stated in the Service Order. CRWA will not consider a request for an increase in the Ceiling Price of a Service Order that is submitted after completion of the services stated in the Service Order, if CRWA determines, in the sole discretion of its Board of Trustees, that the event or condition cited as the cause for the increase in the Ceiling Price was, or could reasonably have been, known in time to submit a change request prior to completion of the services stated in the Service Order. CRWA will review the Engineer's recommendation or request and provide a written response agreeing with the requested recommendation or request or not accepting said recommendation or request. Any changes or modification to the scope, schedule and/or budget will be detailed in a written modification to the Service Order. No changes to the Services shall be made by Engineer except with CRWA's prior written agreement and approval by its Board of Trustees. Anything to the contrary contained herein, in exigent circumstances making Board consideration of a proposed modification to a Service Order impracticable, the General Manager of CRWA may execute documents approving such modification on CRWA's behalf.

Section 3.03 Replacement of Personnel

CRWA, in its sole discretion, shall have the right to demand that Engineer replace any personnel, Consultant or Subcontractor providing Services to CRWA under the terms of a Service Order. Upon receipt of CRWA's demand, Engineer will immediately replace the specified personnel, Consultant or Subcontractor (as the case may be) with acceptable personnel or an acceptable Subcontractor substantially equal in ability and qualifications. The criteria for demanding replacement of an individual, Consultant or Subcontractor will be based on, but not limited to, the following: technical incompetence, inability to meet the position qualifications, failure to perform an assignment, poor attendance, ethics violation, unsafe work habits, damage to CRWA property, or reasonable CRWA dissatisfaction.

ARTICLE 4 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Section 4.01 Methods of Compensation

A. The method of compensation for Services (including, if applicable, the method of compensation for individual phases of Services) shall be identified in each specific Service

Order. CRWA shall pay Engineer for Services in accordance with the applicable method of compensation.

B. The method of compensation for services under a Service Order will be specified in that Service Order. The possible methods of compensation are as follows:

1. Lump Sum plus Named Reimbursable Expenses, if any.
2. Standard Hourly Rates, plus Reimbursable Expenses with a Ceiling Price.

Section 4.02 Explanation of Compensation Methods

A. Lump Sum plus Named Reimbursable Expenses

1. CRWA shall pay Engineer a Lump Sum amount for the specified services or category of services stated in a Service Order regardless of the amount of time it takes to complete the services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges. That is, Engineer will only be reimbursed for the Named Reimbursable Expenses (see Section 4.02(A)(3)).
3. In addition to the Lump Sum, Engineer shall also be entitled to reimbursement from CRWA for the Named Reimbursable Expenses explicitly listed in the Service Order, if any, that are reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services (see **Exhibit C** for rates or charges for these specific expenses).
4. Progress payments may be allowed in a Lump Sum Service Order. If so, the portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period, subject to acceptance and approval of CRWA.

B. Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price

1. For the specified services or category of services, the CRWA shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from CRWA for the Reimbursable Expenses identified in **Exhibit C**, as the same may be modified in the individual Service Order. But the total amount payable to Engineer for the services rendered under the Service Order plus the Reimbursable Expenses shall not exceed the Ceiling

Price stated in the Service Order.

2. The Ceiling Price will be stated in the Service Order. It may be called the Ceiling Price or the "Not-to-Exceed Amount."
3. Standard Hourly Rates include all compensation (including without limitation salaries and wages) paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non- project operating costs, and operating margin or profit.
4. Each Standard Hourly Rates Schedule attached hereto as **Exhibit B** shall remain in effect until changed in accordance with Section 4.03.
5. The Reimbursable Expenses Schedule attached hereto as **Exhibit C** shall remain in effect for the Term of this Agreement.
6. The total estimated compensation for the specified category of services shall be stated in the Service Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and Reimbursable Expenses (including Consultants' charges, if any).
7. The amounts billed by Engineer will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses (including Consultant's charges, if any), but under no circumstance shall CRWA be required to pay more than the Ceiling Price stated in the applicable Service Order without a duly executed amendment to the Service Order.
8. For Service Orders that included definable deliverables to be provided to the CRWA, Engineer will continue to prosecute work necessary to provide those deliverables even when the Ceiling Price has been reached, at no additional cost to CRWA unless the parties agree in writing to modify the Ceiling Price.
9. Where no definable deliverable exists, the Engineer's services will terminate when the Ceiling Price is reached.

Section 4.03 Standard Hourly Rates for Service Orders

A. Engineer's Standard Hourly Rates Schedule are in **Exhibit B**. Engineer hereby certifies by its execution of this Agreement that the hourly rates in **Exhibit B** for each class of Engineer's employees are less than or equal to the lowest hourly rates Engineer is currently charging any of its other governmental clients for similar services. Engineer agrees that if during the Term of this Agreement it charges any of its governmental clients lower hourly rates than the rates in **Exhibit B**, then Engineer shall charge CRWA such lower hourly rate or rates for the services under any Service Order, current or future, for the remainder of the Term of this Agreement and such lower hourly rate or rates will be standard for the

remaining Term of this Agreement.

B. The Engineer may adjust its Standard Hourly Rates as of the first day of each calendar year during the Term of this Agreement by submitting to CRWA a new **Exhibit B** with Engineer's new Standard Hourly Rates on or before January 15th of such calendar year; provided, however, that the new Standard Hourly Rate for each class of Engineer's employees may not be more than five percent (5%) higher than previous Standard Hourly Rates for that class. The new Standard Hourly Rates will apply to all services performed by each class of Engineer's employees on and after the effective date of such new rates, but these adjustments will not affect the Ceiling Prices stated in the Service Orders executed under this Agreement.

C. Generally, the compensation method specified in a Service Order executed under this Agreement will be Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price. CRWA reserves the right, however, to issue Lump Sum Services Orders when they are deemed to be in the best interest of CRWA.

Section 4.04 Reimbursable Expenses

A. Under the Lump Sum method of compensation to Engineer, unless expressly indicated otherwise, the following categories of expenses are included in the Lump Sum amount: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. **These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in the specific Service Order.**

B. Expenses eligible for reimbursement under the Standard Hourly Rates method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services under a specific Service Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; providing field and office equipment necessary for the prosecution of the work; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in **Exhibit C**. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the actual amount billed by such Consultants to Engineer without markup.

C. Reimbursement for lodging and meals may not exceed the maximum allowable per diem rates for domestic or foreign travel as set by the U.S. Internal Revenue Service for business travel. Engineer shall submit proper documentation of any such approved travel expenses to CRWA from time to time, and such costs and expenses shall be billed to

CRWA at Engineer's actual cost.

Section 4.05 Invoice Procedure and Payment

A. Engineer shall submit invoices monthly to CRWA for work performed during the preceding calendar month. Such invoices shall be due and payable by CRWA within thirty (30) days after receipt and acceptance of the invoice by CRWA. Monthly compensation will be for the Services actually performed during the billing period, invoiced in accordance with the prices in the Fee Schedules. On a Lump Sum Service Order, monthly billing will be based on the percentage of work completed. Invoices shall also describe any work performed by subcontractors retained by Engineer and Reimbursable Expenses. Engineer will provide sufficient detail with each invoice to substantiate the requested amount of monthly payment. At CRWA's request, Engineer will provide additional backup such as signed time sheets, invoices for materials and subcontracted service or other documentation sufficient to establish the accuracy of the invoices. Invoices are to be submitted in a format previously approved by CRWA.

B. Engineer will provide written notice to CRWA when the sum of previous payments and a current invoice meet or exceed 70% of the approved Ceiling Price of a Service Order. Engineer will include a statement that the remaining budget will be sufficient to complete the services, or provide an estimate of cost to complete, an explanation of the need for additional funding, and a request for a modification to the Service Order.

ARTICLE 5 RESPONSIBILITIES AND STANDARDS OF PERFORMANCE

Section 5.01 CRWA's Responsibilities

A. CRWA shall pay Engineer as set forth in each Service Order, subject to the terms and conditions set-forth in Article 4.

B. CRWA shall be responsible for the requirements and instructions that it furnishes to the Engineer pursuant to this Agreement, and for the accuracy and completeness of the programs, reports, data, and other information furnished by CRWA to Engineer pursuant to this Agreement or any Service Order for use of Engineer in performing or furnishing services under any Service Order, subject to any express limitations or reservations applicable to the furnished items

C. CRWA shall give prompt written notice to Engineer whenever CRWA observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of a Specific Project of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work or the performance of any Constructor or consultant managed by the Engineer.

D. CRWA shall:

1. Provide Engineer with criteria and information as to CRWA's requirements for each Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Furnish Engineer with copies of design and construction standards that CRWA will require to be included in the Drawings and Specifications; and furnish copies of CRWA's standard forms, conditions, and related documents to be included in the Bid

Documents and Construction Documents, as applicable.

3. Following the Engineer's assessment of initially available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services, unless the Service Order requires Engineer to obtain this information from other sources.
4. Arrange for access to and make provisions for Engineer to enter upon CRWA property as required for Engineer to perform Services under the Service Order.
5. Examine alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents required by the terms of the Service Order which are presented by the Engineer and render, in writing, timely decisions pertaining thereto.
6. Provide reviews, approvals, and permits from governmental authorities having jurisdiction to approve phases of the Specific Project designed or specified by Engineer, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project, unless the Service Order requires Engineer to obtain these reviews, approvals, or consents from other sources.
7. Place and pay for advertisement of Bids in appropriate publications, as required, for a Specific Project, unless the Service Order requires Engineer to perform these actions.
8. Advise Engineer of the identity and scope of services of any independent consultants employed by CRWA to perform or furnish Services in regard to the Project, including cost estimating, project peer review, value engineering, and constructability review unless such Services are related to an issue under legal review or are included in the Engineer's Scope of Services.
9. Furnish to Engineer data as to CRWA's anticipated costs for Services to be provided by others for CRWA so that Engineer may make the necessary calculations to develop and periodically adjust Engineer's opinion of Total Project Costs as required by a specific Service Order.

Section 5.02 Standards of Performance

A. *Standard of Care*: Engineer shall perform the professional engineering and related services required by each Service Order issued under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in Texas under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

B. *Technical Accuracy*: CRWA shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in CRWA-furnished information or an identifiable and documented change in conditions or circumstances impacting the Engineer's work.

C. *Consultants*: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by CRWA.

D. *Reliance on Others*: Subject to the standard of care set forth in Section 5.02(A), Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and CRWA shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of CRWA that are applicable to Engineer's performance of services under this Agreement and that CRWA provides to Engineer in writing, subject to the standard of care set forth in Section 5.02(A), and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Service Order is based on Laws and Regulations and CRWA-provided written policies and procedures as of the Commencement Date of the Service Order. The following may be the basis for modifications to CRWA's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. Changes after the Commencement Date of the Service Order to Laws and Regulations;
or
 - b. The receipt by Engineer after the Commencement Date of the Service Order of CRWA-provided written policies and procedures or changes to CRWA- provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project.

G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions

and programs incident thereto.

H. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and CRWA's safety programs of which Engineer has been informed in writing.

I. Anything to the contrary contained in this Agreement notwithstanding, Engineer shall at all times and in connection with each capital improvement and construction project forming the basis for a Service Order, utilize the guidelines and methodology set- forth in **AACE International Recommended Practice No. 18-R-97** (concerning cost estimate classification and budgeting). Engineer shall, upon CRWA's written request, deliver to CRWA all documentation containing data, calculations, estimates and inputs utilized by Engineer in preparing, evaluating and estimating project costs for any Specific Project.

Section 5.03 Design without Construction Phase Services

It is understood and agreed that if Engineer's Services under a Service Order do not include Project observation, review of Contractor's performance, or any other construction phase services, and that such services will be provided by CRWA, then CRWA assumes responsibility for interpretation of the Construction Contract Documents and for construction observation or review except where such interpretation is attributable to the design are an obvious design error or omission and requires correction by the Engineer.

Section 5.04 Inspection and Acceptance

Deliverables and/or services furnished under this Agreement shall be subject to review and inspection and, as applicable, testing by CRWA at times and places covered under the period of performance for Services and the applicable Service Order. CRWA reserves the right to reject deliverables which do not conform to the Specifications, Drawings, and/or other data or which do not comply with the terms and conditions of this Agreement and individual Service Orders. If rejected after delivery, CRWA shall notify Engineer of the alleged deficiency, and Engineer shall have five (5) business days following such notice to initiate a cure of the deficiency. Payment for any Services or deliverables shall not be deemed acceptance thereof, and if such Services or deliverables shall not be payment, CRWA shall be entitled to an equitable refund. Following the cure period, if a dispute remains the parties shall attempt to resolve their dispute according to Article 13.

ARTICLE 6 TERM, RENEWAL, SUSPENSION OR TERMINATION

Section 6.01 Term

This Agreement shall be effective as of the date it is executed by CRWA's authorized representative and applicable to Service Orders issued hereunder for two (2) years from the Effective Date of this Agreement.

Section 6.02 Renewal

The Parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term, provided the terms and conditions, including insurance coverages, hourly and reimbursable rates and other particulars remain unchanged.

Section 6.03 Termination

A. CRWA may terminate a Service Order or this Agreement with or without cause upon seven (7) days prior written notice to Engineer of such action. Upon termination of this Agreement in accordance with this paragraph, CRWA will have no further obligation to the Engineer hereunder except to pay the Engineer unpaid fees and expenses which the Engineer can reasonably show to have been earned under this Agreement prior to receipt of CRWA's notice of termination. **Under no circumstances may Engineer claim or recover consequential damages from CRWA.**

B. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party ("**Defaulting Party**"): (a) materially breaches any term, condition or provision of this Agreement and fails to cure the breach to the satisfaction of the notifying Party within ten (10) days after the Defaulting Party receives a written notice of the breach from the notifying Party, or (b) becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes any assignments for the benefit of one or more creditors.

Section 6.04 Suspension

A. CRWA may suspend a Service Order for convenience with seven (7) days prior written notice to Engineer of such action.

B. If CRWA fails to give prompt written authorization to proceed with any phase of Services after completion of the immediately preceding phase, or if Engineer's Services are delayed through no fault of Engineer, Engineer may, after giving seven (7) days written notice to CRWA, suspend Services under this Agreement.

C. CRWA may, upon written notice to the Engineer, suspend work on a Service Order until such time that CRWA determines that it is in the best interest of CRWA to resume the work or to terminate the Service Order.

D. In the event of suspension of Services, the Engineer shall resume the full performance of the Services when directed in writing to do so by CRWA. Suspension of the Services for reasons other than the Engineer's negligence or failure to perform shall not affect the Engineer's compensation as provided for in this Agreement. The schedule for performance of the Services shall be amended by a mutually agreed, written modification to the Service Order in progress to reflect the suspension.

E. If Engineer's Services are delayed or suspended in whole or in part by CRWA for more than ninety (90) days after the date of the beginning of the delay or suspension through no fault of Engineer, Engineer may be entitled to an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Engineer in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised, to the extent that the Engineer can demonstrate that an actual increase in cost has been incurred and is equitable and compensable.

ARTICLE 7 OPINIONS OF COST

Section 7.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

B. CRWA reserves the right to request that the Engineer provide a written explanation of significant variations between the Engineer's opinion of probable Construction Cost and the actual Construction Cost.

Section 7.02 Opinions of Total Project Costs

Engineer's opinions (if any) of probable Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that Total Project Costs will not vary from opinions of probable Total Project Costs prepared by Engineer.

ARTICLE 8 REPRESENTATIVES AND MANAGERS

Section 8.01 Contract Representatives

A. CRWA shall designate a Contract Representative who will, on behalf of CRWA, coordinate with the Engineer and administer this Contract. It shall be the responsibility of the Engineer to coordinate all assignment-related activities under this Agreement with CRWA's Contract Representative. CRWA may change its Contract Representative at any time by giving the Engineer written notice of such change.

B. Engineer shall designate a Contract Representative who will, on behalf of Engineer, coordinate with CRWA and administer this Contract. The Engineer's Contract Representative and CRWA's Contract Representative will coordinate all assignment-related

activities under this Agreement. Engineer may change its Contract Representative at any time by giving CRWA written notice of such change, provided the recommended replacement has similar qualification and experience as the original contract representative.

Section 8.02 Designated Project Managers

Contemporaneously with the execution of each Service Order, Engineer and CRWA will each designate a specific individual to act on its behalf as Project Manager with respect to the Services to be performed or furnished by Engineer and the responsibilities of CRWA under such Service Order. The Project Managers for each Project will have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the Party appointing the Project Manager. Either Party may change that Party's designated Project Manager by giving the other Party written notice of the change as provided in Article 9.

Section 8.03 Resident Project Representative

The Service Order for a Specific Project shall state whether Engineer must furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work on the Specific Project. The duties and responsibilities of the RPR, if any, will be as set forth in each Service Order.

ARTICLE 9 NOTICES

A. All notices, demands or requests from Engineer to CRWA shall be given to such party's Contract Representative as named on the signature page of this Agreement at CRWA's address for notice provided on the signature page.

B. All payments, notices, demands or requests from CRWA to Engineer shall be given to Engineer's Contract Representative named on the signature page of this Agreement at Engineer's address for notice provided on the signature page.

C. Notices required to be given to either Party may be given by certified first-class mail or by overnight delivery to the appropriate Party at its address stated on the signature page of this Agreement. Notice may also be given by personal service. Any notice given by mail shall be deemed to have been given one day after such notice was deposited in the United States mail, certified and postage prepaid, properly addressed to the Contract Representative of the Party to be served. In all other cases, notice to a Party will be considered delivered when received by the Party's Contract Representative.

ARTICLE 10 DOCUMENTS

Section 10.01 Use of Documents

A. Upon payment of all fees owed for a Service Order, all Documents relative to that Service Order are the property of CRWA, including native files for each software package

used.

B. Copies of CRWA-furnished data that may be used by Engineer are limited to the printed copies (also known as hard copies) that are delivered to Engineer by CRWA. Files in electronic media format of text, data, graphics, or of other types that are furnished by CRWA to the Engineer are only for convenience of Engineer. Any conclusion or information obtained or derived from such files, written or electronic, will be at the user's sole risk. Engineer will review documents provided by CRWA and determine applicability and usability of information. Engineer will request additional information as necessary.

C. Copies of Documents that may be relied upon by CRWA are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to CRWA are only for convenience of CRWA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within 90 days, after which the receiving Party will be deemed to have accepted the data thus transferred. Any errors detected within the 90-day acceptance period will be corrected by the Party delivering the electronic files. Engineer is not responsible to maintain documents stored in electronic media format after acceptance by CRWA.

E. When transferring documents in electronic media format, neither CRWA nor Engineer make any representation to the other as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CRWA or Engineer on the Effective Date.

F. Documents provided by Engineer are not intended or represented to be suitable for reuse by CRWA or others on extensions of the Project or on any other project. CRWA may, however, reuse such documents without any payment to Engineer. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at CRWA's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Section 10.02 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Service Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Service Order.

B. Within ten (10) days following completion or termination of Engineer's services

under each Service Order, or at any time upon CRWA's written request, Engineer shall provide to CRWA a complete copy of all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Service Order CRWA at no cost to CRWA.

ARTICLE 11 INSURANCE

Section 11.01 Standard Insurance Policy Requirements

A. Without limiting the indemnity obligations or liabilities of Engineer or its insurers, provided herein, Engineer agrees to carry and maintain at its sole expense during the Term of this Agreement the following policies of insurance (individually, a "**Policy**" and, collectively, the "**Policies**") in at least the minimum amounts specified below.

B. At least five (5) days prior to execution of this Agreement by CRWA, Engineer will provide to CRWA certificates of insurance issued by each insurance company providing any of the required insurance coverage, and the text entered in each certificate must be acceptable to CRWA. The requirement to provide acceptable certificates of insurance is a material condition of this Agreement, and work under this Agreement and any associated Service Order may not commence until such certificates of insurance have been received, reviewed, and accepted by CRWA.

TYPE OF INSURANCE

LIMITS OF LIABILITY

- | | |
|----------------------------------|--|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability: | \$1,000,000 per Occurrence; \$1,000,000 Aggregate |
| 3. Commercial General Liability: | \$1,000,000 per Occurrence \$2,000,000 Aggregate
The CGL Policy will provide contractual liability coverage at the
aforementioned limits |
| 4. Professional Liability: | \$2,000,000 |
| 5. Umbrella Liability | \$5,000,000 per Occurrence |

Engineer will procure and maintain professional liability insurance for protection from claims arising out of performance of its Services under this Agreement caused by any negligent act, error or omission for which the Engineer is legally liable. Policies written on a claims-made basis shall be maintained or have an extended reporting period of at least two (2) years beyond termination of the Agreement.

Umbrella liability coverage will apply to Employer's Liability, Commercial General Liability, and Business Automobile Liability.

Section 11.02 General Insurance Requirements

A. Each Policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the CRWA Parties. Additionally, the CRWA Parties shall be designated as an additional insured either by a blanket additional insured or a specific endorsement on all Policies, except for Worker's Compensation, Employer's Liability, and Professional Liability.

B. Each Policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the Policy is primary to any other insurance available to the additional insureds with respect to claims arising under this Agreement.

C. The insurance required as listed above, shall apply to any Consultant performing for or on behalf of Engineer, and Engineer shall ensure that any such Consultant is aware of and complies with the insurance requirements during any period such Consultant is performing work under this Agreement.

D. The minimum insurance required may be increased periodically upon request by CRWA to commercially reasonable limits. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least "A-, VII".

E. Engineer's liability shall not be limited to the specified amounts of insurance required herein.

ARTICLE 12 RELEASE, INDEMNIFICATION AND MUTUAL WAIVER

Section 12.01 Release by Engineer

To the fullest extent permitted by Laws and Regulations, Engineer hereby releases and discharges the CRWA Parties from liability for and assumes the risk of loss or damage to the property of Engineer and the injury or death of any person employed by Engineer.

Section 12.02 Indemnification by Engineer

A. To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless the CRWA Parties from all damages, losses, costs and expenses, , whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable consultants' and attorneys' fees) (collectively, "Damages") arising from third-party claims or actions relating to this Agreement, any Service Order, or any Specific Project, but only to the extent that the Damages are caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer or the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

B. Engineer's indemnity obligations under this Article 12 shall not be limited by a

limitation on the amount or type of damages, compensation or benefits owed by Engineer to any employee of Engineer under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

C. The obligations of the Engineer under this Article 12 shall survive the expiration or termination of this Agreement.

Section 12.03 Mutual Waiver of Special and Consequential Damages

To the fullest extent permitted by law, CRWA and Engineer waive against each other, and the other's employees, officers, member, member-entities, trustees, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Service Order, or a Specific Project, from any cause or causes.

ARTICLE 13 DISPUTE RESOLUTION

A. In the event a dispute arises between the Parties regarding the application or interpretation of, or in any way relating to, this Agreement, the Parties agree to attempt to resolve all such disputes arising hereunder promptly, equitably and in a good faith manner. If the Parties shall have failed to resolve the dispute within the ten (10) Business Days after any written notice of the dispute has been received by the other Party, then either Party may resort to mediation, under the remaining provisions of this Article.

B. CRWA and Engineer agree they will, before taking any other legal action, including the filing of an action in any State or Federal Court, attempt in good faith, to mediate in any controversy or claim arising out of or related to this Agreement before a Texas mediator to be agreed upon by CRWA and Engineer. Mediation shall occur in Guadalupe, Comal or Bexar County, Texas. CRWA and Engineer must use their best efforts to agree

upon a mediator within fifteen (15) business days after a written request for mediation by either Party. The mediator will schedule a mediation meeting at a time and place determined by the mediator, as agreed by the parties. CRWA and Engineer will each pay one-half of the costs of mediation to the mediator. Any mediation shall not extend beyond thirty (30) days after the appointment of the mediator, and should the Parties fail to resolve any dispute by mediation within such 30-day period, the Parties shall have all rights available under this Agreement and at law or in equity.

ARTICLE 14 GENERAL PROVISIONS

Section 14.01 Severability

If any part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such determination shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if the invalid, illegal, or unenforceable provision had not been included in this Agreement.

Section 14.02 No Waiver

Any waiver, expressed or implied, by either CRWA or Engineer to any breach of any agreement, covenant or obligation contained in this Agreement shall operate as such only in the specific instance, and shall not be construed as waiver to any subsequent breach of such agreement, covenant, or obligation.

Section 14.03 Applicable Law

THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. CRWA and Engineer agree that if any controversy or claim arising out of or related to this Agreement cannot be resolved pursuant to and in accordance with the deadlines set forth in Article 13, then either Party may elect to resolve the controversy or claim through litigation filed and maintained in the Texas state courts located in Guadalupe County, Texas. CRWA and Engineer each submit to the exclusive jurisdiction of said courts and waives the right to change venue.

Section 14.04 Agreement and Service Orders Control

In the event of a conflict between the wording of a Service Order and any purchase order issued by CRWA in connection with the Service Order, the wording of the Service Order will control.

Section 14.05 Amendment of Agreement

This Agreement maybe changed or modified at the request of either the Engineer or CRWA, provided both Parties agree to the requested change, and a written amendment

of this Agreement is prepared and executed by the Parties.

Section 14.06 Assignment

Engineer may not assign or transfer any rights under or interest in this Agreement without the written consent of CRWA, which such consent may withhold in its discretion.

Section 14.07 No Third-Party Beneficiaries

This Agreement will be for the sole and exclusive benefit of CRWA and Engineer and not for the benefit of any other party, person, or entity. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CRWA or Engineer to any Consultant, Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

Section 14.08 Force Majeure

In the event either Party shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the Party delayed in performing work or doing acts (herein "***force majeure***"), such Party shall be excused for the period of time equivalent to the delay caused by such *force majeure*, or the Agreement may be terminated in accordance with terms herein should such delay be sufficient that termination is in the best interest of the CRWA.

Section 14.09 Public Disclosure

CRWA is a political subdivision of the state of Texas subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, Chapters 551 and 552), and as such, CRWA may be required to disclose to the public upon request this Agreement, the Service Orders issued hereunder, and certain other information and documents relating to the services contemplated hereby. In this regard, Engineer agrees that the disclosure of this Agreement, the Service Orders issued hereunder, or any other information or materials related to the services contemplated hereby, to the public by CRWA as required by the Texas Open Meetings Act, the Texas Public Information Act, or any other law will not expose CRWA (or any party acting by, through or under CRWA) to any claim, liability, or action by Engineer.

Section 14.10 Confidentiality

Engineer will keep confidential all information in whatever form produced, prepared, observed or received from CRWA to the extent that such information is: (a) confidential by law; (b) marked or designated "Confidential" or words to that effect; or (c) information that Engineer is otherwise required to keep confidential by this Agreement.

Notwithstanding the above, Engineer will be permitted to disclose any information required by law or court order.

Section 14.11 Certificate of Interested Parties

Engineer will comply with the provisions of Section 2252.908 of the Texas Government Code and Chapter 46 of the Texas Ethics Commission Rules by preparing a Texas Form 1295, "Certificate of Interested Parties" and submitting the signed and notarized form to CRWA at the time Engineer submits the signed Agreement to CRWA. A separate Form 1295 may be required for subsequent Service Orders, as required by the referenced code and rules issued thereunder.

Section 14.12 Engineer's Certificate

Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing this Agreement. For the purposes of this Section 14.12:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the execution of the Agreement;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of CRWA, or (b) to deprive CRWA of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Section 14.13 No Conflict of Interest

A. By and through its execution of this Agreement, Engineer hereby certifies that it has no actual or potential Organizational Conflict of Interest. "**Organizational Conflict of Interest**" means that because of other activities or relationships with other persons or entities, the Engineer is unable or potentially unable to render impartial assistance or advice to CRWA or that Engineer's objectivity in performing the services under this Agreement and related Service Orders is or might, in CRWA's sole discretion, otherwise be impaired.

B. Engineer agrees to immediately notify CRWA of any actual or potential Organizational Conflict of Interest that develops during the Term of this Agreement. Engineer further agrees to submit to CRWA, together with each Service Order submitted pursuant to this Agreement, written disclosure of any actual or potential conflict of interest arising from an existing business relationship between Engineer and any public, private or governmental agency whose interests are or may be adverse to the interests of

CRWA in connection with CRWA's statutory purpose, operations, pending or contemplated permit applications or pending or contemplated litigation. Engineer's obligation to disclose conflicts of interest as herein described shall be ongoing, and to the extent that Engineer has not previously disclosed to CRWA an actual or potential conflict of interest, shall make such disclosure contemporaneously with of Engineer's invoice first submitted to CRWA following discovery of the existence of the actual or potential conflict. Engineer agrees to furnish to CRWA, upon CRWA's written request, a list of all water utilities and governmental entities for whom Engineer has performed engineering or related services within the twenty-four (24) months preceding the date of such request.

C. Engineer further agrees that CRWA may terminate this Agreement immediately if it becomes aware of any Organizational Conflict of Interest during the term of the Agreement or discovers that Engineer has failed to timely make any disclosure required by Section 14.13(B).

Section 14.14 Parties Bound

This Agreement binds and inures to the benefit of the Parties and their respective legal representatives, successors and assigns, where assignment is permitted by this Agreement.

Section 14.15 Attorneys' Fees; Default

In the event Engineer or CRWA breach any of the terms of this Agreement and the Party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting Party agrees to pay reasonable attorney's fees and costs incurred by the prevailing Party. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing Party.

ARTICLE 15 EXHIBITS

Section 15.01 Suggested Form of Service Order

The Suggested Form of Service Order is attached as Attachment One, and shall be used as the basis for preparing a specific Service Order for each Specific Project under this Agreement.

Section 15.02 Exhibits Included

A. **Exhibit A**, *Engineer's Services for Service Order*. Services, tasks, and terms in **Exhibit A** as included with this Agreement are for reference in preparing the scope of services for specific Service Orders, and are contractually binding only to the extent expressly incorporated in a specific Service Order.

B. **Exhibit B**, *Engineer's Standard Hourly Rates for Work performed under the Service Order*. This Exhibit, as updated from time to time, applies to all Service Orders.

C. **Exhibit C**, *Engineer's Reimbursable Expenses Schedule for costs incurred by Engineer when performing Work under the Service Order*. The terms of **Exhibit C** that will be applicable to and govern compensation under a specific Service Order will be determined by the selection of compensation methods made in Paragraph 5, "Payments to Engineer," of the specific Service Order.

D. **Exhibit D**, *Duties, Responsibilities and Limitations of Authority of Resident Project Representative*. This Exhibit is not contractually binding except when expressly incorporated in a specific Service Order.

E. **Exhibit E**, *Notice of Acceptability of Work*. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if the form is expressly incorporated by reference in a specific Service Order, and Engineer's scope of services in the specific Service Order includes providing such a Notice.

F. **Exhibit E**, *Amendment to Service Order*. CRWA and Engineer may use this form during a Specific Project to modify the specific Service Order.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date first above written.

ENGINEER:

CRWA:

Hanson Professional Services, Inc.
13809 Research Blvd., Suite 710
Auston, Texas 78750

Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Tx. 78130

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENTS

APPENDIX 1 - DEFINITIONS

ATTACHMENT ONE - SERVICE ORDER

EXHIBIT A – ENGINEER'S SERVICES FOR SERVICE ORDER

EXHIBIT B – STANDARD HOURLY RATES SCHEDULE

EXHIBIT C – REIMBURSEMENT EXPENSE SCHEDULE

**EXHIBIT D – SCHEDULE OF DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY**

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
10/11/2023	AUTHORIZATION TO NEGOTIATE AND EXECUTE A WATER LINE EASEMENT FOR THE FLORA MEADOWS SUBDIVISION IN BEXAR COUNTY, TEXAS	CRWA 23-10-067

INITIATED BY JOHN KAUFMAN

STAFF RECOMMENDATION

Authorize CRWA Staff and counsel to negotiate a water line easement related to real property located near the intersection of IH-10 and Pfeil Rd. in Bexar County, Texas, and authorize the General Manager to execute the easement in final, recordable form; and requiring ratification of the easement by the Board of Trustees at the meeting immediately following execution.

BACKGROUND INFORMATION

An easement agreement is needed with the owner of the planned Flora Meadows Subdivision in Bexar County, Texas, for CRWA's existing 24-inch diameter water transmission line located near the intersection of IH-10, Pfeil Rd., and Liberty Rd. The property owner will pay for the full cost of the easement and the full cost to move the existing line.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-10-067

BE IT RESOLVED that authorization for CRWA Staff and counsel to negotiate and execute a water line easement related to real property located near the intersection of IH-10 and Pfeil Rd. in Bexar County, Texas, and authorization for the General Manager to execute the easement in final, recordable form; and requiring ratification of the easement by the Board of Trustees at the meeting immediately following execution is approved.

Adopted this 11th day of October 2023

Ayes _____ Nays _____ Abstained _____ Absent _____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary