

**REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY**

**Monday November 13, 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., Monday November 13, 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 23-11-068
Adopt Resolution 23-11-068 approval of Board of Trustees meeting minutes of October 11, 2023
- B. CRWA 23-11-069
Adopt Resolution 23-11-069 approval of September 2023 Financial Report and Check Register Report until audited

Item 7 PRESENTATIONS/DISCUSSIONS

- A. Hays Caldwell Pipeline Alternatives for proposed route.
- B. Hays Caldwell Wheeling Agreement with Maxwell SUD.
- C. Alliance Project – Construction and Financing updates

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 ~ *Staff*
 - o Lake Dunlap WTP:
 - Production
 - Contract 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. Requests for Qualifications
 - o RFQ for General Counsel
 - o RFQ for Construction Administration
 - o RFQ for Electrical Engineering Design Services
- E. South Texas Regional Water Planning Group – Region L ~ *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: none ~ *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*
 - o Geographic Information System (GIS) ~ *Staff and UEG*
 - o TxDOT/CRWA IH-10 (Santa Clara & Zuehl) Pipeline Encasement ~ *Staff and UEG*
 - o TxDOT/CRWA FM 1518 Transmission Line Project ~ *Staff and UEG*
 - o CRWA Standards and Specifications ~ *Staff and UEG*
 - o Wells Ranch III WTP Optimization and Conceptual Pipeline Designs ~ *Staff*
 - o Hays Caldwell WTP Facility Improvements:
 - Membrane filter replacement ~ *Staff*
 - Permitted facility improvements report – permits, grant funding, and construction ~ *Staff and Ardurra*

Item 10**GENERAL BUSINESS**

- A. CRWA 23-11-070 Concerning approval of a Reimbursement Resolution (CRWA Staff)
Adopt Resolution 23-11-070 approval of a Reimbursement Resolution for design services associated with the Hays Caldwell Water Treatment Plant Membrane Replacement Project for the prior lawful capital expenditure of funds from the proceeds of one or more series of taxable or tax-exempt obligations that CRWA currently contemplates issuing in the amount not to exceed \$12,000,000 to finance a portion of the costs of the Project.
- B. CRWA 23-11-071 Concerning approval of a Service Order with Ardurra Group, Inc. (CRWA Staff)
Adopt Resolution 23-11-071 approval of a second Service Order with Ardurra in the amount of \$659,415.50 for design services associated with the Hays Caldwell Water Treatment Plant Membrane Replacement Project.
- C. CRWA 23-11-072 Concerning approval of Change Order No. 2 with Ram 2 Utilities (UEG and Staff)
Adopt Resolution 23-11-072 approval of Change Order No. 2 with Ram 2 Utilities to replace the proposed 36-inch split steel pipe at Santa Clara Road with a 42-inch split steel casing pipe for a cost not to exceed \$11,522.31 in support of the IH-10 Transmission Line Project.
- D. CRWA 23-11-073 Concerning approval of Supplement Agreement No. 1 with TxDOT (UEG and Staff)
Adopt Resolution 23-11-073 approval of Supplemental Agreement No. 1 with TxDOT for the CRWA IH-10 Transmission Line Project for a total cost of \$694,327.18. The joint bid cost is \$128,422.97, which will be paid by TxDOT. The remaining \$565,904.21 will be paid by CRWA, which is also reimbursable to CRWA.
- E. CRWA 23-11-074 Concerning approval of a Service Order with UEG for GPS Services (CRWA Staff)
Adopt Resolution 23-11-074 approval of a Service Order with Utility Engineering Group, PLLC to perform GPS physical locating of all visible above ground appurtenances associated with CRWA's transmission line system currently depicted on CRWA's GIS website (Midcities Phases 2A and 2B, Wells Ranch transmission line, Santa Clara transmission line, and Crystal Clear transmission line) for a cost not to exceed \$42,337.50.
- F. CRWA 23-11-075 Concerning Arbitrage Rebate Calculation Services (CRWA Staff)
Adopt Resolution 23-11-075 approval of a consulting agreement with Ritz & Associates PA in the amount of \$2,500 for arbitrage rebate calculation services related to CRWA's \$12,050,000 tax-exempt contract revenue bonds (Hays/Caldwell Counties Area Project) Series 2021 (the "2021 Bonds").
- G. CRWA 23-11-076 Concerning Approval of the Short-Term Partial Assignment of Interest Agreement (CRWA Staff)
Adopt Resolution 23-11-076 approval of the Short-Term Partial Assignment of Interest Agreement ("Agreement") between SAWS, Springs Hill WSC, City of Cibolo, GBRA, and CRWA, which will become effective on January 1, 2024, and expire on December 31, 2028; and authorize the CRWA General Manager to sign the Agreement after the other parties approve and sign the Agreement.
- H. CRWA 23-11-077 Concerning approval of a Reimbursement Resolution (CRWA Staff)
Adopt Resolution 23-11-077 approval of a Reimbursement Resolution for design services associated with the Hays Caldwell Pipeline Project for the prior lawful capital expenditure of funds from the proceeds of one or more series of taxable or tax-exempt obligations that CRWA currently contemplates issuing in the amount not to exceed \$10,000,000 to finance a portion of the costs of the Project.
- I. CRWA 23-11-078 Concerning approval of an Annual Overage Charge Procedure (CRWA Staff)
Adopt Resolution 23-11-078 approval of an annual overage charge procedure developed by NewGen Strategies & Solutions, LLC to be applied when the contractual annual allocation of treated water is exceeded by a participating member of the Amended and Restated Regional (Hays/Caldwell Counties Area) Water Supply and Treatment Contract, February 9, 2021.

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 of the Texas Government Code to seek advice upon and discuss:
 - o Mediation with Trihydro Corporation conducted on November 2, 2023.
 - o Action of CRWA's Executive Committee to direct legal counsel to file a lawsuit against Trihydro Corporation and all other appropriate parties, if any, concerning acts and omissions related to the Wells Ranch Phase 2 Generator Installation Project.
- B. 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 Doris Steubing*).
- C. 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 Doris Steubing*).

Item 12 RETURN TO OPEN MEETING

The Board may consider, deliberate, and take action on the items discussed in Executive Session, including discussion and potential adoption of the following Resolution:

- J. CRWA 23-11-079 Concerning Ratification of the Executive Committee's Approval of Litigation related to the Wells Ranch Phase 2 Generator Installation Project. (*President Fousse*).
Adopt Resolution 23-11-079 ratifying action of CRWA's Executive Committee to direct legal counsel to file a lawsuit against Trihydro Corporation and all other appropriate parties, if any, concerning acts and omissions related to the Wells Ranch Phase 2 Generator Installation Project

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 |
|-------------|---|----------------------|
| 11/13/2023 | CONSENT AGENDA ITEM BOARD OF TRUSTEES MEETING MINUTES OF NOVEMBER 13, 2023 | CRWA 23-11-068 |

INITIATED BY

JOHN KAUFMAN / HANNA DIAZ

STAFF RECOMMENDATION

Approve the Minutes of the Regular Board Meeting of the Board of Trustees held on October 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. 23-11-068

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

Adopted this 13th day of November 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 Wednesday, October 11, 2023, at 6:00 p.m.

The following individuals attended the meeting:

Board of Trustees:

Timothy Fousse
Ted Gibbs
Gary Gilbert
Abigaile Maberry
Humberto Ramos
Theresa Scheel
Regina Franke
Randy Schwenn
Marc Gilber

Steve Cooper
Christina Miller
Steve Fonville
James Forssell
Mabel Vaughn
Doris Steubing
Irene Moreno

CRWA Staff:

John Kaufman
Adam Telfer
David McMullen

Hanna Diaz
Joan Wilkinson
Fran Powers

Board of Managers and Others:

Pat Allen
Louis Rosenberg
Mark Hall
Bob Roberson

David Kneuper
David Rabago
Daniel Smith
Graham Moore
Greg Swoboda

Item 1 CALL TO ORDER

» President Timothy Fousse opened the meeting at approximately 6:04 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

» Irene Moreno and Abigail Maberry took the Oath and Statement of Office prior to the start of the meeting.

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 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

- » Humberto Ramos commented to correct Resolution 23-10-058. This correction is to amend the minutes to include a motion by Tracy Scheel on Item 13 of the minutes and seconded by Humberto Ramos. The motion was in regard to the pipeline on the October meeting.
- » Tracy Scheel made a motion to approve the consent items, with appropriate amendments to the document from Resolution 23-10-058.
- » Ted Gibbs seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes.

Item 7 PRESENTATIONS/DISCUSSIONS

A. Update on Proposed Hays Caldwell Pipeline

- » John Kaufman gave an update on the Hays Caldwell Pipeline. **Route A** would take the water from the plant up along HWY 110 to FM 21, then up FM 21 to a connection point at William Pettus Rd. This line's length is over 4 miles and subject to a considerable number of easements. **Route B** is a further route. The pipeline would go along HWY 80 to the intersection of FM 21, then go up FM 21 and terminate at William Pettus Rd. This route is also subject to several easements. **Route C** is being looked at on a preliminary basis. This route would take a pipeline from out of the plant around the cemetery towards Martindale WSC, making use of the existing Martindale connection and then continue around and connect eventually with the existing pipeline at FM 1966. There are fewer easements that would need to be required. CRWA Staff will be coming back to the Board in the future about requests for professional service for a company to help with easement analysis and potential costs.
- » Mr. Ramos expressed concern over Route C regarding the statement Mr. Kaufman made about Maxwell being able to tie into the line through meter connections. Mr. Ramos stated that in July 2022, that Mr. Kaufman asked all entities not to tie into that line. This document being the reason Mr. Ramos asked for Mr. Kaufman to remove the comment.
- » Irene Moreno stated her concern that according to TxDOT FM 21 will be widened in the future. If this is done and the road is widened, how will this affect the transmission. Mr. Kaufman stated that CRWA would have to pay for it, making Route C more attractive. If CRWA is going to hire someone to do easement considerations, and Route C is the most attractive route, then Mrs. Moreno states Routes A and B should not even be looked at.
- » Mr. Kaufman stated the reason for the three routes is to be objective and identify reasonable cost estimates to make an informed decision.
- » Mr. Kaufman spoke on the statement sent out in July of 2022, he stated that the statement would remain unchanged and if Maxwell SUD desired to make a T-connection, then it would be a new metering point for the district itself.
- » Doris Steubing spoke in regards for Maxwell SUD, that Route C would be the best option.

B. Update on Wheeling Agreement with Maxwell SUD for delivery of Hays Caldwell water

- » There is a handout in the packet from Trey Wilson regarding the matter. Mr. Wilson was not in attendance to speak.

C. Emergency Preparedness – Freezing Weather Response Plan

- » Mr. Kaufman stated that CRWA will be talking with GVEC senior management team to ensure they understand that the CRWA facilities need uninterrupted power.
- » There is an upcoming mediation to discuss the cost of fixing the equipment issues that have paused the EPP. President Fousse stated it would take approximately 56-62 week wait to complete repairs once everything can get moving, based on input from engineers.

D. Risk and Resilience Assessment and Cybersecurity Policy

- » Mr. Kaufman stated that CRWA must update the Risk and Resiliency Assessment by the end of the coming year. In addition, a Cybersecurity Policy will need to be created.
- » Adam Telfer stated the major component in CRWA that was identified as a deficiency was cybersecurity. Once the assessment has been completed there is a 5-year period to accomplish things that were noticed. Of the things CRWA needed to accomplish, one last thing CRWA must do is produce cybersecurity policies. CRWA wants to acquire an engineering firm to produce the policies to help meet the deadlines. The deadline is March 2025.

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

- » Mr. Kaufman stated CRWA has advertised the two open positions since mid-September. There has been only one resume for the position of Assistant General manager, and the applicant did not meet qualifications. CRWA would like to use the assistance of SGR (headhunter) for recruiting for the two positions.

F. Status of RFQ for General Counsel

- » Mr. Kaufman expects to have a draft to the Executive Committee by October 20, 2023.

G. PFAS Class Action Litigation

- » CRWA has been invited to participate in the PFAS Class Action lawsuit that is in the process of being settled outside of court. PFAS is a chemical that is in the process of being regulated by the US EPA. There is a handout provided by Lous Rosenberg that covers what is proposed by the Napoli firm. The firm has traced their days of environmental litigation back to 9/11, and the firm's capabilities are set forth in the back of the literature provided. There is information coming out linking the effects of PFAS to human health. The Napoli firm reached out to Mr. John Kaufman earlier in 2023, asking if CRWA would be willing to join a Multidistrict Federal Court Lawsuit. Mr. Rosenberg recommends that the Trustee members review the provided handout for the matter and come back to the Board with a recommendation. Mr. Rosenberg recommends to the President and members of the Executive Committee that the General Manager, Staff, and a committee of the Board, to be appointed by the President, give this matter further consideration.

H. Update on Award of PFAS Grant Application

- » Mr. Kaufman stated that back in June 2023, CRWA filed an application for a grant under an emerging contaminants program to study PFAS removal from water. CRWA would like to find a way to not only remove PFAS but also obliterate it to completely remove it from the water system. CRWA did qualify to pursue the grant funding and has now graduated to the next level. CRWA will most likely get some funding to do testing.

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

- » Mr. Kaufman stated that CRWA has made great strides in 2023 to get max amounts of water from Lake Dunlap Water Treatment Plant. The production from the plant has ranged between 13 mgd and 14 mgd. CRWA has determined internally, that if turned to 20 degrees Celsius, about 88 additional modules would be needed at Lake Dunlap Water Treatment Plant to get to 14.4 mgd. CRWA would like to use a consultant to help evaluate this and ensure that CRWA is on the right track. Currently, CRWA owes 3 payments to Nanostone, and Nanostone is willing to give the membranes free of charge as long as remaining payments are made. Doris Steubing requested Mr. Rosenberg provide a list of pros and cons regarding joining the lawsuit.
- » Mr. Ramos would like an independent analysis of Garver Engineering be done, if Garver is the firm used. To avoid litigation, Mr. Ramos suggests a report that is done and stamped by an engineer to provide the necessary and accurate numbers.

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*
 - » Mr. Kaufman noted a spelling correction to the Batey Family name on the bottom of page 6 in the Staff Memorandum handout.
 - » **Drought Report** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Water Treatment, Storage, and Transmission Operations** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Lake Dunlap** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Hays Caldwell Water Treatment Plant** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Wells Ranch Water Treatment Plant** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Wells Ranch III Project** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **South Texas Regional Water Planning Group – Region L** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Guadalupe River Habitat Conservation Plan** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Groundwater Districts of Guadalupe and Gonzales Counties** ~ Mr. Kaufman did not add anything to the written report presented.
 - » **Legal and Legislative Matters** ~ Mr. Rosenberg has been working with Mr. Ted Gibbs and the Policy Committee. Mr. Rosenberg has also been working on the PFSAS issues as well as any other tasks assigned by Mr. Kaufman.

Item 9 **CRWA COMMITTEE REPORTS**

Budget Committee: Nothing to report ~ *Committee Chairwoman*

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

- » Ted Gibbs gave an update from the Policy and Legislative Committee. The CRWA Bylaws are ready for discussion and potential vote. The Personnel Policy is undergoing edits from Staff and will go for one more final legal review. Tuition reimbursement is on the agenda to be discussed by the Committee. The Administrative Policy will be reviewed to ensure it matches all the policy changes that have been made. The legislative potential updates will be started once all policy changes have been made.

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

- A. Project Status Comments and Updates on Committee Activity ~ *Committee Chairman*
 - » Vice President Brandon Rohan was not in attendance but did submit a report that was read by President Fousse. The Construction Committee will now meet on the last on Tuesday of every month at 1:00 p.m. The Board of Manager's will now meet on the Wednesday prior to the Board of Trustee's meeting at 10:00 a.m. This shift in meeting dates is in hope of allowing recommendations from the Committee to be heard at the Board of Manager's. The Manager's can then relay information to the respective Trustees. A selection committee was formed to evaluate statements of qualifications related to the Lake Dunlap Water Treatment Plant. Four out of six respondents were interviewed and Garver was chosen as the recommendation. Gallegos Engineering is working on a pipeline alignment for the Hays Caldwell Transmissions line. CRWA Staff has been gathering documents to better understand the mechanisms that led to the Maxwell Wheeling Agreement.
- B. Project updates from and written reports by engineering consultants, staff, and others:
 - o Alliance Regional Water Authority participation ~ *Alliance*
 - o Geographic Information System (GIS) ~ *Staff and UEG*
 - o TxDOT/CRWA IH-10 (Santa Clara & Zuehl) Pipeline Encasement ~ *Staff and UEG*
 - o TxDOT/CRWA FM 1518 Transmission Line Project ~ *Staff and UEG*
 - o CRWA Standards and Specifications ~ *Staff and UEG*
 - o CRWA Master Plan update ~ *Staff*
 - o Wells Ranch III WTP Optimization and Conceptual Pipeline Designs ~ *Trihydro Engineering*
 - o Hays Caldwell WTP Facility Improvements:

- Membrane filter replacement ~ Ardurra
 - 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 Utility Engineering Group did not add anything to the written report.
 - » TxDOT/CRWA IH-10 (Santa Clara & Zuehl) Pipeline Encasement ~ Mr. Kneuper made an update to the report provided. UEG did receive the TxDOT Supplemental Standard Utility Agreement for review, this was forwarded to CRWA Staff. Change Order No. 2 was prepared for improvements at Santa Clara, this was also forwarded to Staff for review. The goal is for this to be brought to the Construction Committee meeting on October 31, 2023. The reimbursement ratio for this project is 100%.
 - » TxDOT/CRWA FM 1518 Transmission Line Project ~ Mr. Kneuper did not add anything to the written report. The reimbursement ratio for this project is a little over 20%.
 - » CRWA Standards and Specifications ~ Mr. Kneuper did not add anything to the written report.
 - » 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 stated that Trihydro is slated to provide the Preliminary Engineering Report to CRWA Staff on October 13.
 - » Hays Caldwell Water Treatment Plant Facility Improvements:
 - ♦ Membrane Filter Replacement ~ Members from Alliance were not present, but their report is in the handout.
 - ♦ Exterior to Filter Building Status Report on Approvals, Funding, and Construction ~ Members from Alliance were not present, but their report is in the handout.

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.
- » Mr. Gibbs stated the final copy was sent out 7 days prior with the changes being highlighted in yellow.
 - » Doris Steubing and Humberto Ramos questioned Section 3.01 and Section 4.05. In Section 3.01, Mr. Ramos stated concerns regarding the last 2 sentences of the highlighted area of this section. It was stated by Mr. Rosenberg that the wording in the section is acceptable. In Section 4.05, Mr. Ramos expressed concern over the word “input” regarding the Board of Trustee’s role in evaluating the General Manager. Mr. Ramos feels the word “input” minimizes the Board’s role in this sentence. Mr. Ramos asked to remove the word “input” and have it said the “Executive Committee with the Board of Trustee’s”, to reflect the Employee Handbook.
 - » Gary Gilbert stated this topic was discussed at a prior meeting, and the Board directed the Committee to use this wording, so the Board did not have full control over it.
 - » Mr. Rosenberg stated Section 3.01 should be Section 3.1.
 - » Steve Cooper asked for clarification in Section 4.04 regarding the Treasure. The duties of the Treasurer include setting rates for water and insuring how the rates are based but does not discuss the implementation of the rates being left up to the Board or the Treasurer. Mr. Cooper wants clarification on where it’s discussed on implementing cost changes or rate increases. Mr. Gibbs stated it is not in the Bylaws but is handled/discussed in the Budget.
 - » Regina Franke made a motion to approve Resolution 23-10-061 with the correction to the typos.
 - » Humberto Ramos seconded the motion.
 - » President Fousse took a roll call vote.
 - » The motion passed with 15 aye votes.
- 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.
- » Humberto Ramos made a motion to approve Resolution 23-10-062.
 - » Steven Fonville seconded the motion.

- » President Fousse called for a vote. The motion passed with 15 aye votes.
- 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.
- » Joan Wilkinson stated in the FY 2024 Budget, the allocation for the administrative cost was incorrect. The total dollar amount per administrative cost did not change, just the allocation to the different entities. The Trustees were notified of these changes on September 14.
 - » Regina Franke made a motion to approve Resolution 23-10-063.
 - » Ted Gibbs seconded the motion.
 - » President Fousse called for a vote. The motion passed with 15 aye votes.
- 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.
- » Mr. Kaufman stated the selection committee chose Garver as the Engineering firm for the Lake Dunlap Water Treatment Plant Improvement Project.
 - » Gary Gilbert made a motion to approve Resolution 23-10-064.
 - » Randy Schwenn seconded the motion.
 - » President Fousse called for a vote. The motion passed with 15 aye votes.
- 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.
- » Mr. Kaufman recommends SGR to be the recruiting firm for the 2 open positions at CRWA.
 - » Mr. Rosenberg quoted from Section 9.1 of the CRWA Procurement Policy. This was to state there are no issues with using SGR as a hiring firm for CRWA.
 - » \$50,000 is a cost estimate for SGR services.
 - » Ted Gibbs made a motion to approve Resolution 23-10-065.
 - » Regina Franke seconded the motion.
 - » President Fousse called for a vote. The motion passed with 15 aye votes.
- 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.
- » Mr. Kaufman stated CRWA needs professional services concerning loans, grants, etc. through state agencies. There is a particular issue currently, with the Well Ranch II Project concerning the generators and what is owed to the state. CRWA needs guidance to work through the process. There are also other funding mechanisms and Hanson Professional Services is qualified to navigate the process of identifying the funding options available.
 - » Mr. Cooper expressed his concern with the wording in the resolution. Mr. Cooper recommends changing the word “secure” to “identify”.
 - » Mrs. Scheel expressed her concern about the section stating the financial impact as none. Mrs. Scheel recommends changing “none” to “to be determined” under financial impact.
 - » Regina Franke made a motion to approve Resolution 23-10-066 with the modifications.
 - » Tracy Scheel seconded the motion.
 - » President Fousse called for a vote. The motion passed with 15 aye votes.
- 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 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.
- » Mr. Kaufman stated this would allow Staff to negotiate the final terms of the Easement Agreement and bring it back to the Board for ratification.
 - » Randy Schwenn made a motion to approve Resolution 2-10-067.
 - » Regina Franke seconded the motion.
 - » President Fousse called for a vote. The motion passed with 1 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. 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*).
- » The Board of Trustee's entered Executive Session at 8:06 p.m.
 - » The Board of Trustee's Returned from Executive Session at 8:59 p.m.

Item 12 RETURN TO OPEN MEETING

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

- » There is no action from executive session.

Item 13 FUTURE BOARD MEMBER AGENDA ITEMS

- » There were no items added at this time.

Item 14 Adjourn the meeting

- » Ted Gibbs made a motion to adjourn the meeting.
- » Gary Gilbert seconded the motion.
- » President Fousse adjourned the meeting at approximately 9:02 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 |
|-------------|--|----------------------|
| 11/13/2023 | FINANCIAL REPORT AND CHECK REGISTER REPORT | CRWA 23-11-069 |

INITIATED BY

JOAN WILKINSON

STAFF RECOMMENDATION

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

BACKGROUND INFORMATION

The September 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. 23-11-069

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

Adopted this 13th day of November 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 September 30, 2023

Sep 30, 23

ASSETS

Current Assets

Checking/Savings

| | |
|------------------------------------|--------------|
| 1001 · First United Bank | 1,042,989.60 |
| 1006 · First United Checking #5207 | 2,128.18 |
| 1010 · First United Special #7162 | 1,161,243.66 |
| 1015 · Money Market #2160 | 1,153,952.80 |
| 1017 · HC SM Capacity Buy-In #6744 | 3,360,314.24 |

Total 1001 · First United Bank

| | |
|---|---------------|
| 1100 · First United Bank (Res) | 1,716,365.45 |
| 1105 · LD/MC Series 2016, #3017 | 3,366.67 |
| 1107 · HC 2005 #3603 | 130,890.26 |
| 1111 · HC Series 2017 #6074 | 284,096.50 |
| 1109 · HC Series 2021 #6663 | 72,601.49 |
| 1113 · HC Counties 2021 Ref #0636 | 1,526,517.82 |
| 1132 · Wells Ranch Series 2015, #6031 | 1,296,491.39 |
| 1133 · Wells Ranch Series 2016, #3009 | 494,757.37 |
| 1134 · Wells Ranch Series 2021 #0911 | 1,060,845.85 |
| 1140 · L/D Membrane Fund #5701 | 289,497.99 |
| 1140-01 · LD Membr-Nanostone Escrow #2545 | 415,372.91 |
| 1142 · H/C Membrane Fund #5693 | 4,258,147.48 |
| 1145 · Repair & Replacement Fund | 11,548,951.18 |

Total 1100 · First United Bank (Res)

| | |
|---------------------------------------|---------------|
| 1120 · Logic | 1,200,128.26 |
| 1121 · Logic, General Funds | 776.64 |
| 1127 · Wells Ranch, Construction #027 | 16,957,902.34 |
| 1158 · HC Construction | 18,158,807.24 |

Total 1120 · Logic

| | |
|--|--------------|
| 1160 · BOKF, NA, Austin,WR Series 2015 | 125,380.47 |
| 1161 · BOKF, NA,Austin, HC Series 2017 | 4,140,902.22 |

Total Checking/Savings

Accounts Receivable

| | |
|---|--------------|
| 1200 · Accounts Receivable | 3,612,687.11 |
| 1205 · A/R, Alliance Water | |
| 1205-01 · A/R, Alliance,Crystal Clear SUD | 1,821,238.07 |
| 1205-02 · A/R, Alliance, Martindale WSC | 29,338.05 |
| 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

Total Accounts Receivable

| | |
|--------------------------|------------|
| Other Current Assets | 847,340.09 |
| 1499 · Undeposited Funds | 847,340.09 |

Total Other Current Assets

Total Current Assets

44,968,993.20

CANYON REGIONAL WATER AUTHORITY
Balance Sheet

As of September 30, 2023

| | Sep 30, 23 |
|--|-----------------------|
| 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 |
| 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 | 1,911,257.48 |
| Total 1447 · Hays Caldwell Expansion-2017 | 2,033,533.99 |
| 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 | 40,434,973.53 |
| Total 1452 · Wells Ranch Phase II-2015 | 42,365,027.22 |
| 1453 · Wells Ranch Phase III | 481,727.35 |
| 1490 · Accumulated Depreciation | -47,704,967.12 |
| Total 1400 · Capital Assets | 136,145,507.57 |
| Total Fixed Assets | 136,145,507.57 |
| 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 |

CANYON REGIONAL WATER AUTHORITY
Balance Sheet

As of September 30, 2023

| | Sep 30, 23 |
|--|-----------------------|
| 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 | 187,209,423.39 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | 797,228.07 |
| 2000 · Accounts Payable | |
| Total Accounts Payable | 797,228.07 |
| 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 | 558,646.10 |
| 2140 · Texas Workforce | 9.58 |
| 2165 · TCDRS Retirement Payable | 23,445.85 |
| Total Other Current Liabilities | 718,156.53 |
| Total Current Liabilities | 1,515,384.60 |
| 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 | 102,080,000.00 |
| 2490 · Unamortized Premiums | 6,223,387.00 |
| Total Long Term Liabilities | 113,278,409.00 |
| Total Liabilities | 114,793,793.60 |
| 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 | 13,588,574.50 |
| Total Equity | 72,415,629.79 |
| TOTAL LIABILITIES & EQUITY | 187,209,423.39 |

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

| | September 2023 | October 2022 September 2023 | Annual Budget | \$ Over/(Under) Annual Budget | % of Annual Budget |
|---|---------------------|--------------------------------|----------------------|----------------------------------|-----------------------|
| Income | | | | | |
| 4000 · Revenues | | | | | |
| 4002 · Debit Payments | 1,073,788.31 | 12,885,391.02 | 12,766,256.11 | 119,134.91 | 100.93% |
| 4003 · Raw Water | 542,043.20 | 6,504,303.42 | 6,588,316.09 | -84,012.67 | 98.73% |
| 4004 · Water-New Berlin | 51,548.00 | 139,601.00 | 57,023.93 | 82,577.07 | 244.81% |
| 4009 · Membrane Replacement Fund | 45,153.81 | 541,845.72 | 541,867.57 | -21.85 | 100.0% |
| 4010 · Line Use & Delivery Contracts | 11,902.44 | 142,829.28 | 142,865.08 | -5.80 | 100.0% |
| 4011 · Line Use New Berlin | 1,429.94 | 17,159.28 | 17,160.00 | -0.72 | 100.0% |
| 4012 · Raw Water Delivery Fees | 33,463.99 | 363,571.19 | 531,234.89 | -167,663.70 | 68.44% |
| 4017 · Water Sales | 583,116.55 | 5,431,787.98 | 5,098,170.49 | 333,617.49 | 106.54% |
| 4018 · Plant Operations | 295,297.68 | 3,543,572.16 | 3,543,714.12 | -141.96 | 100.0% |
| 4020 · Repair & Replacement Funds | 145,160.85 | 1,741,930.20 | 1,742,000.00 | -69.80 | 100.0% |
| 4022 · CRWA Administrative | 154,108.26 | 1,849,299.12 | 1,854,409.67 | -5,110.55 | 99.72% |
| 4023 · Alliance Water | 415,676.17 | 4,988,114.04 | 4,988,323.01 | -208.97 | 100.0% |
| 4024 · Interest Income General | 34,185.64 | 368,274.38 | 0.00 | 368,274.38 | 100.0% |
| 4026 · Interest Income Bond Accounts | 16,433.09 | 304,851.23 | 0.00 | 304,851.23 | 100.0% |
| 4028 · Interest Construction Accounts | 94,679.77 | 972,568.52 | 0.00 | 972,568.52 | 100.0% |
| 4030 · Other Income | 1,254.92 | 15,388.61 | 0.00 | 15,388.61 | 100.0% |
| Total 4000 · Revenues | 3,499,242.62 | 39,810,477.15 | 37,871,310.96 | 1,939,166.19 | 105.12% |
| Expense | | | | | |
| 5000 · Bond Repayments | | | | | |
| 5005 · Bond Payments | 1,055,989.69 | 12,652,870.33 | 12,766,256.11 | -113,385.78 | 99.11% |
| Total 5000 · Bond Repayments | 1,055,989.69 | 12,652,870.33 | 12,766,256.11 | -113,385.78 | 99.11% |
| 5500 · Water Purchases | | | | | |
| 5501 · Raw Water Purchases | 205,452.58 | 5,635,316.77 | 6,588,316.09 | -952,999.32 | 85.54% |
| 5502 · Water Purchases, New Berlin | 51,548.00 | 139,601.00 | 57,023.93 | 82,577.07 | 244.81% |
| Total 5500 · Water Purchases | 257,000.58 | 5,774,917.77 | 6,645,340.02 | -870,422.25 | 86.9% |
| 5600 · Membrane Funds | 40,284.00 | 324,547.00 | 541,867.57 | -217,320.57 | 59.89% |
| 5700 · Repair & Replacement Funds | 11,726.40 | 527,157.59 | 1,742,000.00 | -1,214,842.41 | 30.26% |
| 6000 · Line Use & Delivery Costs | | | | | |
| 6005 · Line Use Contract Maxwell | 3,988.00 | 3,988.00 | 3,988.00 | 0.00 | 100.0% |
| 6008 · Line Use Contract New Berlin | 17,160.00 | 17,160.00 | 17,160.00 | 0.00 | 100.0% |
| 6010 · Line Contract GBRA | 11,570.59 | 138,847.08 | 138,847.08 | 0.00 | 100.0% |
| 6011 · GBRA Raw Water Delivery Fees | 36,369.38 | 362,558.51 | 531,234.89 | -168,676.38 | 68.25% |
| Total 6000 · Line Use & Delivery Costs | 69,087.97 | 522,553.59 | 691,229.97 | -168,676.38 | 75.6% |

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

| | September 2023 | October 2022 September 2023 | Annual Budget | \$ Over/(Under) Annual Budget | % of Annual Budget |
|---|-------------------|--------------------------------|---------------------|----------------------------------|-----------------------|
| 7000 · Plant Expenses-Variable Costs | | | | | |
| 7005 · Plant Utilities | 325,143.40 | 2,966,081.25 | 2,937,210.46 | 28,870.79 | 100.98% |
| 7010 · Chemicals | 277,352.45 | 2,718,917.55 | 2,167,460.03 | 551,457.52 | 125.44% |
| Total 7000 · Plant Expenses-Variable Costs | 602,495.85 | 5,684,998.80 | 5,104,670.49 | 580,328.31 | 111.37% |
| 7100 · Operating Expenses | | | | | |
| 7115 · Plant Maintenance & Supplies | 122,278.34 | 1,064,811.34 | 1,250,000.00 | -185,188.66 | 85.19% |
| 7116 · Generator Maintenance | 6,950.22 | 60,495.94 | 124,850.00 | -64,354.06 | 48.46% |
| 7117 · Equipment rental | 3,683.96 | 41,233.92 | 33,300.00 | 7,933.92 | 123.83% |
| 7120 · SCADA | 15,263.00 | 136,311.37 | 205,000.00 | -68,688.63 | 66.49% |
| 7122 · Vehicle Operations | 6,398.97 | 43,051.76 | 90,000.00 | -46,948.24 | 47.84% |
| 7125 · Grounds Maintenance | 17,728.52 | 120,473.62 | 118,630.00 | 1,843.62 | 101.55% |
| 7131 · Permits and Fees | 0.00 | 27,040.12 | 20,550.00 | 6,490.12 | 131.56% |
| 7135 · Lab Supplies & Testing Fees | 10,148.65 | 106,767.75 | 125,700.00 | -16,932.25 | 86.53% |
| 7140 · Insurance | 0.00 | 99,459.38 | 103,964.46 | -4,505.08 | 95.67% |
| 7150 · Meals & Functions | 4,602.70 | 37,536.14 | 35,000.00 | 2,536.14 | 107.25% |
| 7155 · Memberships & Dues | 140.00 | 9,607.00 | 6,550.00 | 3,057.00 | 146.67% |
| 7160 · Mileage | 2,046.88 | 36,754.48 | 31,250.00 | 5,504.48 | 117.61% |
| 7162 · Office Supplies and Expense | 8,178.97 | 39,545.15 | 27,000.00 | 12,545.15 | 146.46% |
| 7165 · Training | 1,330.00 | 3,828.19 | 11,500.00 | -7,671.81 | 33.29% |
| 7170 · Clothing | 0.00 | 3,300.00 | 4,200.00 | -900.00 | 78.57% |
| 7175 · Telephones | 365.24 | 4,388.78 | 4,500.00 | -111.22 | 97.53% |
| 7180 · Mobile Telephones | 1,548.28 | 14,970.43 | 14,900.00 | 70.43 | 100.47% |
| 7190 · Network Expenses | 180.00 | 6,112.85 | 7,000.00 | -887.15 | 87.33% |
| 7191 · Internet Domain | 410.49 | 4,590.73 | 4,000.00 | 590.73 | 114.77% |
| 7195 · Contract Labor | 0.00 | 0.00 | 4,000.00 | -4,000.00 | 0.0% |
| 7196 · GW Transport/Pumping Fees | 15,288.55 | 278,429.21 | 280,000.00 | -1,570.79 | 99.44% |
| Total 7100 · Operating Expenses | 216,542.77 | 2,140,708.16 | 2,501,894.46 | -361,186.30 | 85.56% |
| 7500 · Payroll Expenses | | | | | |
| 7505 · Annual Pay | 106,066.64 | 1,407,971.00 | 1,570,212.20 | -162,241.20 | 89.67% |
| 7510 · Overtime | 9,200.21 | 94,678.26 | 111,735.39 | -17,057.13 | 84.73% |
| 7530 · On Call | 240.00 | 2,332.57 | 10,920.00 | -8,587.43 | 21.36% |
| Total 7500 · Payroll Expenses | 115,496.85 | 1,504,981.83 | 1,692,867.59 | -187,885.76 | 88.9% |
| 7600 · Employee Benefits | | | | | |
| 7605 · Payroll Taxes | 8,371.42 | 109,225.58 | 131,160.35 | -21,934.77 | 83.28% |
| 7610 · Insurance | 14,997.08 | 163,482.19 | 192,000.00 | -28,517.81 | 85.15% |
| 7615 · Retirement | 15,361.07 | 193,576.75 | 225,151.39 | -31,574.64 | 85.98% |
| Total 7600 · Employee Benefits | 38,729.57 | 466,284.52 | 548,311.74 | -82,027.22 | 85.04% |

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

| | September 2023 | October 2022 September 2023 | Annual Budget | \$ Over/(Under) Annual Budget | % of Annual Budget |
|---------------------------------------|---------------------|--------------------------------|----------------------|----------------------------------|-----------------------|
| 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 | 9,710.30 | 366,735.82 | 275,000.00 | 91,735.82 | 133.36% |
| 7810 · Engineering | 40,341.33 | 264,130.92 | 350,000.00 | -85,869.08 | 75.47% |
| 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 | 50,051.63 | 650,392.24 | 648,550.00 | 1,842.24 | 100.28% |
| 7823 · Alliance Water | | | | | |
| | 141,579.17 | 4,988,324.00 | 4,988,323.01 | 0.99 | 100.0% |
| Total Expense | 2,598,984.48 | 35,237,735.83 | 37,871,310.96 | -2,633,575.13 | 93.05% |
| Net Ordinary Income | 900,258.14 | 4,572,741.32 | 0.00 | 4,572,741.32 | 100.0% |
| Other Income/Expense | | | | | |
| Other Income | | | | | |
| 8000 · Bond Payment Principal | 776,666.64 | 9,015,833.18 | 0.00 | 0.00 | 100.0% |
| Net Other Income/Expense | 776,666.64 | 9,015,833.18 | 0.00 | 9,015,833.18 | 100.0% |
| Net Income | 1,676,924.78 | 13,588,574.50 | 0.00 | 13,588,574.50 | 100.0% |

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

| | Oct '22 - Sep 23 | Oct '21 - Sep 22 | \$ Change | % Change |
|---|----------------------|----------------------|---------------------|--------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 4000 · Revenues | | | | |
| 4002 · Debt Payments | 12,885,391.02 | 11,554,421.16 | 1,330,969.86 | 11.5% |
| 4003 · Raw Water | 6,504,303.42 | 4,588,706.04 | 1,915,597.38 | 41.8% |
| 4004 · Water-New Berlin | 139,601.00 | 4,187.20 | 135,413.80 | 3,234.0% |
| 4009 · Membrane Replacement Fund | 541,845.72 | 97,774.56 | 444,071.16 | 454.2% |
| 4010 · Line Use & Delivery Contracts | 142,829.28 | 549,326.96 | -406,497.68 | -74.0% |
| 4011 · Line Use New Berlin | 17,159.28 | 17,159.28 | 0.00 | 0.0% |
| 4012 · Raw Water Delivery Fees | 363,571.19 | 0.00 | 363,571.19 | 100.0% |
| 4017 · Water Sales | 5,431,787.98 | 4,425,197.78 | 1,006,590.20 | 22.8% |
| 4018 · Plant Operations | 3,543,572.16 | 2,920,902.48 | 622,669.68 | 21.3% |
| 4020 · Repair & Replacement Funds | 1,741,930.20 | 999,959.88 | 741,970.32 | 74.2% |
| 4022 · CRWA Administrative | 1,849,299.12 | 1,448,262.12 | 401,037.00 | 27.7% |
| 4023 · Alliance Water | 4,988,114.04 | 4,571,323.68 | 416,790.36 | 9.1% |
| 4024 · Interest Income General | 368,274.38 | 67,230.56 | 301,043.82 | 447.8% |
| 4026 · Interest Income Bond Accounts | 304,851.23 | 45,005.86 | 259,845.37 | 577.4% |
| 4028 · Interest Construction Accounts | 972,558.52 | 151,821.24 | 820,737.28 | 540.6% |
| 4029 · San Marcos Construction Contrib | 0.00 | 101,093.00 | -101,093.00 | -100.0% |
| 4030 · Other Income | 15,388.61 | 45,375.42 | -29,986.81 | -66.1% |
| Total 4000 · Revenues | 39,810,477.15 | 31,587,747.22 | 8,222,729.93 | 26.0% |
| Total Income | 39,810,477.15 | 31,587,747.22 | 8,222,729.93 | 26.0% |
| Gross Profit | 39,810,477.15 | 31,587,747.22 | 8,222,729.93 | 26.0% |
| Expense | | | | |
| 5000 · Bond Repayments | | | | |
| 5005 · Bond Payments | 12,652,870.33 | 11,125,668.33 | 1,527,202.00 | 13.7% |
| Total 5000 · Bond Repayments | 12,652,870.33 | 11,125,668.33 | 1,527,202.00 | 13.7% |
| 5500 · Water Purchases | | | | |
| 5501 · Raw Water Purchases | 5,635,316.77 | 4,850,345.86 | 784,970.91 | 16.2% |
| 5502 · Water Purchases, New Berlin | 139,601.00 | 4,187.20 | 135,413.80 | 3,234.0% |
| Total 5500 · Water Purchases | 5,774,917.77 | 4,854,533.06 | 920,384.71 | 19.0% |
| 5600 · Membrane Funds | 324,547.00 | 1,294.47 | 323,252.53 | 24,971.8% |
| 5700 · Repair & Replacement Funds | 527,157.59 | 125,076.03 | 402,081.56 | 321.5% |
| 6000 · Line Use & Delivery Costs | | | | |
| 6005 · Line Use Contract Maxwell | 3,988.00 | 3,988.00 | 0.00 | 0.0% |
| 6008 · Line Use Contract New Berlin | 17,160.00 | 17,160.00 | 0.00 | 0.0% |
| 6010 · Line Contract GBRA | 138,847.08 | 437,682.05 | -298,834.97 | -68.3% |
| 6011 · GBRA Raw Water Delivery Fees | 362,558.51 | 0.00 | 362,558.51 | 100.0% |
| Total 6000 · Line Use & Delivery Costs | 522,553.59 | 458,830.05 | 63,723.54 | 13.9% |
| 7000 · Plant Expenses-Variable Costs | | | | |
| 7005 · Plant Utilities | 2,966,081.25 | 2,522,790.91 | 443,290.34 | 17.6% |
| 7010 · Chemicals | 2,718,917.55 | 2,005,549.24 | 713,368.31 | 35.6% |
| Total 7000 · Plant Expenses-Variable Costs | 5,684,998.80 | 4,528,340.15 | 1,156,658.65 | 25.5% |
| 7100 · Operating Expenses | | | | |
| 7115 · Plant Maintenance & Supplies | 1,064,811.34 | 930,312.34 | 134,499.00 | 14.5% |
| 7116 · Generator & Compressor Maint. | 60,495.94 | 58,825.16 | 1,670.78 | 2.8% |
| 7117 · Equipment rental | 41,233.92 | 32,844.24 | 8,389.68 | 25.5% |
| 7120 · SCADA | 136,311.37 | 228,773.54 | -92,462.17 | -40.4% |
| 7122 · Vehicle Operations | 43,051.76 | 32,493.43 | 10,558.33 | 32.5% |
| 7125 · Grounds Maintenance | 120,473.62 | 102,791.84 | 17,681.78 | 17.2% |
| 7131 · Permits and Fees | 27,040.12 | 23,339.98 | 3,700.14 | 15.9% |
| 7135 · Lab Supplies & Testing Fees | 108,767.75 | 145,125.78 | -36,358.03 | -25.1% |
| 7140 · Insurance | 99,459.38 | 84,138.18 | 15,321.20 | 18.2% |
| 7150 · Meals & Functions | 37,536.14 | 30,623.82 | 6,912.32 | 22.6% |
| 7155 · Memberships & Dues | 9,607.00 | 4,737.00 | 4,870.00 | 102.8% |
| 7160 · Mileage | 36,754.48 | 28,796.31 | 7,958.17 | 27.6% |
| 7162 · Office Supplies and Expense | 39,545.15 | 23,415.35 | 16,129.80 | 68.9% |
| 7165 · Training | 3,828.19 | 10,480.49 | -6,652.30 | -63.5% |
| 7170 · Clothing | 3,300.00 | 3,000.00 | 300.00 | 10.0% |
| 7175 · Telephones | 4,388.78 | 4,880.37 | -491.59 | -10.1% |
| 7180 · Mobile Telephones | 14,970.43 | 15,724.15 | -753.72 | -4.8% |
| 7190 · Network Expenses | 6,112.85 | 8,545.41 | -2,432.56 | -28.5% |
| 7191 · Internet Domain | 4,590.73 | 4,923.71 | -332.98 | -6.8% |
| 7196 · GW Transport/Pumping Fees | 278,429.21 | 270,979.19 | 7,450.02 | 2.8% |
| Total 7100 · Operating Expenses | 2,140,708.16 | 2,044,750.29 | 95,957.87 | 4.7% |
| 7500 · Payroll Expenses | | | | |
| 7505 · Annual Pay | 1,407,971.00 | 1,308,913.20 | 99,057.80 | 7.6% |
| 7510 · Overtime | 94,678.26 | 106,950.44 | -12,272.18 | -11.5% |
| 7530 · On Call | 2,332.57 | 11,437.43 | -9,104.86 | -79.6% |
| Total 7500 · Payroll Expenses | 1,504,981.83 | 1,427,301.07 | 77,680.76 | 5.4% |
| 7600 · Employee Benefits | | | | |
| 7605 · Payroll Taxes | 109,225.58 | 104,092.48 | 5,133.10 | 4.9% |
| 7610 · Insurance | 163,482.19 | 134,397.39 | 29,084.80 | 21.6% |
| 7615 · Retirement | 193,576.75 | 183,976.09 | 9,600.66 | 5.2% |
| Total 7600 · Employee Benefits | 466,284.52 | 422,465.96 | 43,818.56 | 10.4% |

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

| | Oct '22 - Sep 23 | Oct '21 - Sep 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 | 1,927.50 | -220.00 | -11.4% |
| 7806 · Bond Fees | 2,800.00 | 2,800.00 | 0.00 | 0.0% |
| 7805 · Legal Fees | 366,735.82 | 167,405.13 | 199,330.69 | 119.1% |
| 7810 · Engineering | 264,130.92 | 647,992.27 | -383,861.35 | -59.2% |
| 7820 · Accounting & Audit | 14,825.00 | 14,400.00 | 425.00 | 3.0% |
| Total 7800 · Professional Fees | 650,392.24 | 836,925.90 | -186,533.66 | -22.3% |
| 7823 · Alliance Water | 4,988,324.00 | 4,571,515.55 | 416,808.45 | 9.1% |
| 7900 · Depreciation Expense | 0.00 | 4,184,731.07 | -4,184,731.07 | -100.0% |
| Total Expense | 35,237,735.83 | 34,581,431.93 | 656,303.90 | 1.9% |
| Net Ordinary Income | 4,572,741.32 | -2,993,684.71 | 7,566,426.03 | 252.8% |
| Other Income/Expense | | | | |
| Other Income | | | | |
| 8000 · Bond Payment Principal | 9,015,833.18 | 8,454,999.91 | 560,833.27 | 6.6% |
| Total Other Income | 9,015,833.18 | 8,454,999.91 | 560,833.27 | 6.6% |
| Net Other Income | 9,015,833.18 | 8,454,999.91 | 560,833.27 | 6.6% |
| Net Income | 13,588,574.50 | 5,461,315.20 | 8,127,259.30 | 148.8% |

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of September 30, 2023

| Type | Date | Num | Name | Memo | Amount | Balance |
|---|------------|----------|--------------------------------|--------------------------|------------|--------------|
| | | | | | | 1,650,689.26 |
| 1001 - First United Bank | | | | | | 1,650,689.26 |
| 1006 - First United Checking #5207 | | | | | | 1,645,689.26 |
| Bill Pmt -Che... | 09/01/2023 | 37129 | 5S Service Company LLC | Generator Project-By... | -5,000.00 | 1,644,879.26 |
| Bill Pmt -Che... | 09/01/2023 | 37130 | Analytical Environmental La... | Lab Testing | -810.00 | 1,643,542.18 |
| Bill Pmt -Che... | 09/01/2023 | 37131 | Anytime Fuel Pros LLC | Diesel for Generators... | -1,337.08 | 1,643,171.48 |
| Bill Pmt -Che... | 09/01/2023 | 37132 | Callis Professional Service... | Office Cleaning | -370.70 | 1,629,832.28 |
| Bill Pmt -Che... | 09/01/2023 | 37133 | DPC Industries | Chlorine | -13,339.20 | 1,627,505.58 |
| Bill Pmt -Che... | 09/01/2023 | 37134 | Dynamic Mechanical Contr... | LD A/C Repairs | -2,326.70 | 1,627,369.34 |
| Bill Pmt -Che... | 09/01/2023 | 37135 | Frantiska Powers | Mileage Reimburssem... | -136.24 | 1,627,109.34 |
| Bill Pmt -Che... | 09/01/2023 | 37136 | Gold Star Exterminators | Pest Control | -260.00 | 1,624,093.69 |
| Bill Pmt -Che... | 09/01/2023 | 37137 | Grainger | Eye Wash Stations | -3,015.65 | 1,624,086.19 |
| Bill Pmt -Che... | 09/01/2023 | 37138 | Guadalupe County Tax A/C | 2019 Ram | -7.50 | 1,619,802.92 |
| Bill Pmt -Che... | 09/01/2023 | 37139 | Guadalupe Valley Electric ... | Generator Project-Si... | -4,283.27 | 1,619,530.97 |
| Bill Pmt -Che... | 09/01/2023 | 37140 | Hach Company | Lab Supplies | -271.95 | 1,590,223.37 |
| Bill Pmt -Che... | 09/01/2023 | 37141 | Hawkins | Chemicals | -29,307.60 | 1,589,436.99 |
| Bill Pmt -Che... | 09/01/2023 | 37142 | Holt Cat | Parts | -786.38 | 1,588,009.79 |
| Bill Pmt -Che... | 09/01/2023 | 37143 | Laramie Welding | WR Pipeline Repair | -1,427.20 | 1,574,189.60 |
| Bill Pmt -Che... | 09/01/2023 | 37143 | Laramie Welding | WR Pipeline Repair | -1,427.20 | 1,574,189.60 |
| Bill Pmt -Che... | 09/01/2023 | 37144 | Lhoist North America of Te... | Lime | -13,820.19 | 1,567,348.37 |
| Bill Pmt -Che... | 09/01/2023 | 37145 | Matheson Tri-Gas, Inc. | Cylinder Rental | -6,841.23 | 1,566,570.26 |
| Bill Pmt -Che... | 09/01/2023 | 37146 | Standard Insurance Compa... | Employee Life & LTD... | -778.11 | 1,564,070.26 |
| Bill Pmt -Che... | 09/01/2023 | 37147 | Wade Cook Backhoe Servi... | HC-Clear Brush from ... | -2,500.00 | 1,562,807.95 |
| Bill Pmt -Che... | 09/01/2023 | 37148 | Waste Management | Garbage Disposal | -1,262.31 | 1,562,691.06 |
| Bill Pmt -Che... | 09/01/2023 | 37149 | Williams Supply Company | Parts | -116.89 | 1,559,201.06 |
| Bill Pmt -Che... | 09/01/2023 | 37150 | S. Kanetzky Engineering, L... | Repairs @ WBS MC... | -3,490.00 | 1,559,173.06 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Big Oaks | 07/07/2023-08/07/2023 | -28.00 | 1,551,024.96 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Bond East Well | 07/07/2023-08/07/2023 | -8,148.10 | 1,546,451.15 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Bond West Well | 07/07/2023-08/07/2023 | -4,573.81 | 1,543,753.15 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Bull Trap Well | 07/07/2023-08/07/2023 | -2,698.00 | 1,540,205.15 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Camphouse Well | 07/07/2023-08/07/2023 | -3,548.00 | 1,537,017.15 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Chicken House Well | 07/07/2023-08/07/2023 | -3,188.00 | 1,533,376.95 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Christian East Well | 07/07/2023-08/07/2023 | -3,640.20 | 1,529,305.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Christian West Well | 07/07/2023-08/07/2023 | -4,071.46 | 1,529,277.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Cibolo | 07/07/2023-08/07/2023 | -28.00 | 1,526,295.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Coastal Field Well | 07/07/2023-08/07/2023 | -2,982.00 | 1,526,237.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Damerau | 07/07/2023-08/07/2023 | -58.00 | 1,514,940.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Deadman Tank Well | 07/07/2023-08/07/2023 | -11,297.00 | 1,503,160.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Deer Stand Well | 07/07/2023-08/07/2023 | -11,780.00 | 1,503,130.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - FM 467 | 07/07/2023-08/07/2023 | -30.00 | 1,503,098.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Green Valley | 07/07/2023-08/07/2023 | -32.00 | 1,503,068.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - GV 7293 IH 10 | 07/07/2023-08/07/2023 | -30.00 | 1,503,036.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Hardy Road | 07/07/2023-08/07/2023 | -32.00 | 1,502,989.49 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Hickory Forest | 07/07/2023-08/07/2023 | -47.00 | 1,498,608.21 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Littlefield Well | 07/07/2023-08/07/2023 | -4,381.28 | 1,498,581.21 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Marion | 07/07/2023-08/07/2023 | -27.00 | 1,496,095.21 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Pig Trap Well | 07/07/2023-08/07/2023 | -2,486.00 | 1,496,033.21 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Pivot Irrigation | 07/07/2023-08/07/2023 | -62.00 | 1,495,567.21 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Tommys Well | 07/07/2023-08/07/2023 | -466.00 | 1,487,572.45 |
| Bill Pmt -Che... | 09/05/2023 | ACH | GVEC - Wagner Booster St... | 07/07/2023-08/07/2023 | -7,994.76 | 1,487,572.45 |
| Bill Pmt -Che... | 09/06/2023 | | GVEC - Internet | QuickBooks generate... | 0.00 | 1,485,224.62 |
| Paycheck | 09/08/2023 | Direc... | Allman, Michael | | -2,347.83 | 1,483,686.91 |
| Paycheck | 09/08/2023 | Direc... | Cruz, Edward D | | -1,537.71 | 1,482,269.12 |
| Paycheck | 09/08/2023 | Direc... | Diaz, Hanna S | | -1,417.79 | 1,479,738.43 |
| Paycheck | 09/08/2023 | Direc... | Flores, Jimmy | | -2,530.69 | 1,475,014.73 |
| Paycheck | 09/08/2023 | Direc... | Kaufman, John M | | -4,723.70 | 1,473,455.12 |
| Paycheck | 09/08/2023 | Direc... | Kirkland, Debra M | | -1,559.61 | 1,472,180.75 |
| Paycheck | 09/08/2023 | Direc... | McKnight III, John R. | | -1,274.37 | 1,468,729.68 |
| Paycheck | 09/08/2023 | Direc... | Moreno, Joe | | -3,451.07 | 1,467,084.11 |
| Paycheck | 09/08/2023 | Direc... | Powers, Frantiska A | | -1,645.57 | 1,465,507.90 |
| Paycheck | 09/08/2023 | Direc... | Saldana, Michael A | | -1,576.21 | 1,463,071.55 |
| Paycheck | 09/08/2023 | Direc... | Shirk, Austin | | -2,436.35 | 1,461,652.72 |
| Paycheck | 09/08/2023 | Direc... | Sims, Clarissa R | | -1,418.83 | 1,460,093.81 |
| Paycheck | 09/08/2023 | Direc... | Wallace, Russell L | | -1,558.91 | 1,458,695.21 |
| Paycheck | 09/08/2023 | Direc... | Whitelatch, Jr., Richard L | | -1,398.60 | 1,455,167.46 |
| Paycheck | 09/08/2023 | Direc... | McMullen, David W. | | -3,527.75 | 1,451,886.70 |
| Paycheck | 09/08/2023 | Direc... | Telfer, Adam C | | -3,280.76 | 1,448,707.92 |
| Paycheck | 09/08/2023 | Direc... | Wilkinson, Joan A. | | -3,178.78 | 1,447,827.27 |
| Liability Check | 09/08/2023 | ACH | John Hancock | 401(k) Retirement Plan | -880.65 | 1,433,814.85 |
| Liability Check | 09/08/2023 | EFTPS | US Treasury | 74-2586063 | -14,012.42 | |

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of September 30, 2023

| Type | Date | Num | Name | Memo | Amount | Balance |
|------------------|------------|----------|----------------------------------|---------------------------|-------------|--------------|
| Liability Check | 09/08/2023 | 37151 | California State Disburse... | 200000001098628 | -449.07 | 1,433,365.78 |
| Liability Check | 09/08/2023 | 37152 | Office of the Attorney Gene... | AG# 0012809999 | -489.69 | 1,432,876.09 |
| Bill Pmt -Che... | 09/08/2023 | 37153 | Aflac | Employee Voluntary I... | -1,161.36 | 1,431,714.73 |
| Bill Pmt -Che... | 09/08/2023 | 37154 | Anytime Fuel Pros LLC | Generator Fuel | -3,615.60 | 1,428,099.13 |
| Bill Pmt -Che... | 09/08/2023 | 37155 | Armadillo Lawn Care & Irrig... | Lawn Maintenance | -7,651.67 | 1,420,447.46 |
| Bill Pmt -Che... | 09/08/2023 | 37156 | Brenntag Southwest, Inc. | Chemicals | -16,759.33 | 1,403,688.13 |
| Bill Pmt -Che... | 09/08/2023 | 37157 | Citibank, N.A. | Mastercard | -9,571.05 | 1,394,117.08 |
| Bill Pmt -Che... | 09/08/2023 | 37158 | Crimcheck | New Hire Background | -45.15 | 1,394,071.93 |
| Bill Pmt -Che... | 09/08/2023 | 37159 | DPC Industries | Chlorine | -3,336.80 | 1,390,735.13 |
| Bill Pmt -Che... | 09/08/2023 | 37160 | Environmental Improvemen... | Annual PM CL2 | -5,663.53 | 1,385,071.60 |
| Bill Pmt -Che... | 09/08/2023 | 37161 | Fluid Meter Service, Corp. | Field Test Meters | -2,450.00 | 1,382,621.60 |
| Bill Pmt -Che... | 09/08/2023 | 37162 | Grainger | Eye Wash Stations | -2,365.53 | 1,380,256.07 |
| Bill Pmt -Che... | 09/08/2023 | 37163 | Guadalupe County Ground... | GW Transport/Pumpi... | -15,288.55 | 1,364,967.52 |
| Bill Pmt -Che... | 09/08/2023 | 37164 | Hanson Equipment Co. | Parts | -51.00 | 1,364,916.52 |
| Bill Pmt -Che... | 09/08/2023 | 37165 | Hawkins | Chemicals | -28,249.20 | 1,336,667.32 |
| Bill Pmt -Che... | 09/08/2023 | 37166 | Hild Brothers, Inc. | VOID: Weed Killer | 0.00 | 1,336,667.32 |
| Bill Pmt -Che... | 09/08/2023 | 37167 | Hofmann's Supply | Cylinder Rental | -14.98 | 1,336,652.34 |
| Bill Pmt -Che... | 09/08/2023 | 37168 | James Radtke Construction | Line Repair @ Marion | -1,500.00 | 1,335,152.34 |
| Bill Pmt -Che... | 09/08/2023 | 37169 | Kurita America Inc. | Tonka Repairs | -1,513.37 | 1,333,638.97 |
| Bill Pmt -Che... | 09/08/2023 | 37170 | Lhoist North America of Te... | Lime | -7,375.84 | 1,326,263.13 |
| Bill Pmt -Che... | 09/08/2023 | 37171 | Lower Colorado River Auth... | Lab Testing | -106.96 | 1,326,156.17 |
| Bill Pmt -Che... | 09/08/2023 | 37172 | Matheson Tri-Gas, Inc. | Oxygen & Cylinder R... | -11,802.86 | 1,314,353.31 |
| Bill Pmt -Che... | 09/08/2023 | 37173 | New Braunfels Welders Su... | Cylinder Rental | -30.00 | 1,314,323.31 |
| Bill Pmt -Che... | 09/08/2023 | 37174 | Sam's Club MC/SYNCB | Supplies | -1,049.44 | 1,313,273.87 |
| Bill Pmt -Che... | 09/08/2023 | 37175 | Standard Insurance Compa... | Dental Insurance | -1,340.08 | 1,311,933.79 |
| Bill Pmt -Che... | 09/08/2023 | 37176 | Texas Excavation Safety S... | Texas 811 | -270.75 | 1,311,663.04 |
| Deposit | 09/12/2023 | | | Deposit | 322,736.90 | 1,634,399.94 |
| Transfer | 09/13/2023 | | | Pall Trailer Installme... | 40,284.00 | 1,674,683.94 |
| Liability Check | 09/15/2023 | ACH | TCDRS | | -11,706.99 | 1,662,976.95 |
| Liability Check | 09/15/2023 | ACH | TCDRS | | -11,999.37 | 1,650,977.58 |
| Bill Pmt -Che... | 09/15/2023 | ACH | CPS - I 10 | I-10 Utilities | -16.51 | 1,650,961.07 |
| Bill Pmt -Che... | 09/15/2023 | ACH | Texas Fleet Fuel | Vehicle/Equipment F... | -1,407.69 | 1,649,553.38 |
| Bill Pmt -Che... | 09/15/2023 | 37177 | Ardurra Group, Inc. | Engineering Fees | -20,527.14 | 1,629,026.24 |
| Bill Pmt -Che... | 09/15/2023 | 37178 | Attorney R. L. Wilson | Legal Fees | -25,950.00 | 1,603,076.24 |
| Bill Pmt -Che... | 09/15/2023 | 37179 | Bleck Electric Company | Repairs | -10,380.00 | 1,592,696.24 |
| Bill Pmt -Che... | 09/15/2023 | 37180 | Brenntag Southwest, Inc. | Chemicals | -13,728.00 | 1,578,968.24 |
| Bill Pmt -Che... | 09/15/2023 | 37181 | Bryant Law PC | Legal Fees | -6,883.10 | 1,572,085.14 |
| Bill Pmt -Che... | 09/15/2023 | 37182 | Charter Communications | Internet | -125.64 | 1,571,959.50 |
| Bill Pmt -Che... | 09/15/2023 | 37183 | Council Automotive Supply | Vehicle Maintenance | -13.71 | 1,571,945.79 |
| Bill Pmt -Che... | 09/15/2023 | 37184 | Dex Imaging | Admin Copier | -1,133.94 | 1,570,811.85 |
| Bill Pmt -Che... | 09/15/2023 | 37185 | DPC Industries | Chemicals | -866.35 | 1,569,945.50 |
| Bill Pmt -Che... | 09/15/2023 | 37186 | East Central SUD | Annual Line Use Agr... | -17,160.00 | 1,552,785.50 |
| Bill Pmt -Che... | 09/15/2023 | 37187 | Fluid Meter Service, Corp. | Repairs | -25,250.00 | 1,527,535.50 |
| Bill Pmt -Che... | 09/15/2023 | 37188 | GBRA-Raw Water & TM | 12613 A/F @ \$175 &... | -251,392.55 | 1,276,142.95 |
| Bill Pmt -Che... | 09/15/2023 | 37189 | Grainger | Parts | -156.20 | 1,275,986.75 |
| Bill Pmt -Che... | 09/15/2023 | 37190 | Hawkins | Chemicals | -27,354.60 | 1,248,632.15 |
| Bill Pmt -Che... | 09/15/2023 | 37191 | Helping Hand Hardware | Maintenance Supplies | -256.81 | 1,248,375.34 |
| Bill Pmt -Che... | 09/15/2023 | 37192 | Law Offices of Patricia Erlin... | Groundwater Permitti... | -2,548.00 | 1,245,827.34 |
| Bill Pmt -Che... | 09/15/2023 | 37193 | Lhoist North America of Te... | Chemicals | -7,113.63 | 1,238,713.71 |
| Bill Pmt -Che... | 09/15/2023 | 37194 | Maxwell SUD. | Annual Line Use | -3,988.00 | 1,234,725.71 |
| Bill Pmt -Che... | 09/15/2023 | 37195 | R.W Harden & Associates, ... | Wells Ranch Develop... | -10,089.00 | 1,224,636.71 |
| Bill Pmt -Che... | 09/15/2023 | 37196 | Texas Land and Right of W... | Wells Ranch Water L... | -540.00 | 1,224,096.71 |
| Bill Pmt -Che... | 09/15/2023 | 37197 | The Anchor Group, Inc. | Gate Maintenance | -190.00 | 1,223,906.71 |
| Bill Pmt -Che... | 09/15/2023 | 37198 | Trojan Technologies Corp. | Pall Trailer Installme... | -40,284.00 | 1,183,622.71 |
| Bill Pmt -Che... | 09/15/2023 | 37199 | Utility Engineering Group, P... | Engineering Fees | -7,452.50 | 1,176,170.21 |
| Bill Pmt -Che... | 09/15/2023 | 37200 | Wastewater Transport Serv... | Sludge Removal | -5,259.28 | 1,170,910.93 |
| Bill Pmt -Che... | 09/15/2023 | 37201 | Williams Supply Company | Parts | -1,115.09 | 1,169,795.84 |
| Deposit | 09/15/2023 | | | Deposit | 707,076.70 | 1,876,872.54 |
| General Jour... | 09/15/2023 | 09-05 | | Post Wells Ranch Ac... | -130,521.02 | 1,746,351.52 |
| Deposit | 09/19/2023 | | | Deposit | 418,332.43 | 2,164,683.95 |
| Bill Pmt -Che... | 09/21/2023 | ACH | CPS - 1518 | Utilities | -135.61 | 2,164,548.34 |
| Bill Pmt -Che... | 09/21/2023 | ACH | GVEC - Lake Dunlap | 07/25/2023 - 08/25/2... | -86,266.12 | 2,078,282.22 |
| Bill Pmt -Che... | 09/21/2023 | ACH | GVEC - Leissner Booster S... | 07/25/2023 - 08/25/2... | -29,147.71 | 2,049,134.51 |
| Bill Pmt -Che... | 09/21/2023 | ACH | GVEC - Leissner Rd Boost... | 07/25/2023 - 08/25/2... | -16,041.79 | 2,033,092.72 |
| Bill Pmt -Che... | 09/21/2023 | ACH | GVEC - Wagner Booster | 07/25/2023 - 08/25/2... | -11,534.71 | 2,021,558.01 |
| Bill Pmt -Che... | 09/21/2023 | ACH | GVEC - WR Plant | 07/25/2023 - 08/25/2... | -28,879.13 | 1,992,678.88 |
| Bill Pmt -Che... | 09/21/2023 | ACH | GVEC - WR Plant #2 | 07/25/2023 - 08/25/2... | -27,426.05 | 1,965,252.83 |
| Paycheck | 09/22/2023 | Dirac... | Allman, Michael | | -2,496.09 | 1,962,756.74 |
| Paycheck | 09/22/2023 | Dirac... | Cruz, Edward D | | -1,399.09 | 1,961,357.65 |

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of September 30, 2023

| Type | Date | Num | Name | Memo | Amount | Balance |
|------------------|------------|----------|--------------------------------|--------------------------|-------------|--------------|
| Paycheck | 09/22/2023 | Direc... | Diaz, Hanna S | | -1,338.28 | 1,960,019.37 |
| Paycheck | 09/22/2023 | Direc... | Flores, Jimmy | | -2,187.13 | 1,957,832.24 |
| Paycheck | 09/22/2023 | Direc... | Kaufman, John M | | -4,723.69 | 1,953,108.55 |
| Paycheck | 09/22/2023 | Direc... | Kirkland, Debra M | | -1,809.44 | 1,951,299.11 |
| Paycheck | 09/22/2023 | Direc... | McKnight III, John R. | | -1,474.12 | 1,949,824.99 |
| Paycheck | 09/22/2023 | Direc... | Moreno, Joe | | -2,986.39 | 1,946,838.60 |
| Paycheck | 09/22/2023 | Direc... | Powers, Frantiska A | | -1,722.11 | 1,945,116.49 |
| Paycheck | 09/22/2023 | Direc... | Saldana, Michael A | | -1,521.14 | 1,943,595.35 |
| Paycheck | 09/22/2023 | Direc... | Shirk, Austin | | -1,686.32 | 1,941,909.03 |
| Paycheck | 09/22/2023 | Direc... | Sims, Clarissa R | | -1,570.55 | 1,940,338.48 |
| Paycheck | 09/22/2023 | Direc... | Telfer, Adam C | | -3,280.77 | 1,937,057.71 |
| Paycheck | 09/22/2023 | Direc... | Wallace, Russell L | | -2,098.52 | 1,934,959.19 |
| Paycheck | 09/22/2023 | Direc... | Whitelatch, Jr., Richard L | | -1,669.08 | 1,933,290.11 |
| Paycheck | 09/22/2023 | Direc... | Wilkinson, Joan A. | | -3,178.79 | 1,930,111.32 |
| Paycheck | 09/22/2023 | Direc... | McMullen, David W. | | -3,527.74 | 1,926,583.58 |
| Liability Check | 09/22/2023 | EFTPS | US Treasury | 74-2586063 | -13,907.80 | 1,912,675.78 |
| Liability Check | 09/22/2023 | ACH | John Hancock | 401(k) Retirement Plan | -834.23 | 1,911,841.55 |
| Liability Check | 09/22/2023 | 37202 | California State Disbursem... | 200000001098628 | -449.07 | 1,911,392.48 |
| Liability Check | 09/22/2023 | 37203 | Office of the Attorney Gene... | AG# 0012809999 | -489.69 | 1,910,902.79 |
| Bill Pmt -Che... | 09/22/2023 | ACH | Bluebonnet Electric | HC Utilities - 500005... | -21,706.86 | 1,889,195.93 |
| Bill Pmt -Che... | 09/25/2023 | ACH | CPS - 1604 | Utilities | -20,211.27 | 1,868,984.66 |
| Deposit | 09/25/2023 | | | Deposit | 484,605.52 | 2,353,590.18 |
| Transfer | 09/26/2023 | | | Funds Transfer | -44,958.43 | 2,308,631.75 |
| Transfer | 09/26/2023 | | | Funds Transfer | -28,559.65 | 2,280,072.10 |
| Transfer | 09/26/2023 | | | Funds Transfer | -53,348.21 | 2,226,723.89 |
| Transfer | 09/26/2023 | | | Funds Transfer | -18,294.56 | 2,208,429.33 |
| Transfer | 09/26/2023 | | | Monthly Membrane T... | -5,155.41 | 2,203,273.92 |
| Transfer | 09/26/2023 | | | Monthly Membrane T... | -39,998.40 | 2,163,275.52 |
| Transfer | 09/26/2023 | | | LD-Monthly Bond Pa... | -148,238.65 | 2,015,036.87 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -24,182.49 | 1,990,854.38 |
| Transfer | 09/26/2023 | | | MC-Bond Payment T... | -154,239.46 | 1,836,614.92 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -553.23 | 1,836,061.69 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -33,386.91 | 1,802,674.78 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -58,928.72 | 1,743,746.06 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -14,768.85 | 1,728,977.21 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -259,041.10 | 1,469,936.11 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -249,466.88 | 1,220,469.23 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -98,519.91 | 1,121,949.32 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -22,479.93 | 1,099,469.39 |
| Transfer | 09/26/2023 | | | Bond Payment Trans... | -9,982.18 | 1,089,487.21 |
| Transfer | 09/26/2023 | | | August Overages | -12.37 | 1,089,474.84 |
| Transfer | 09/26/2023 | | | August Overages | -2,399.57 | 1,087,075.27 |
| Transfer | 09/26/2023 | | | August Overages | -5,010.60 | 1,082,064.67 |
| Deposit | 09/26/2023 | | | Deposit | 350,503.15 | 1,432,567.82 |
| Transfer | 09/27/2023 | | | HC 5S Service Co-50... | 11,726.40 | 1,444,294.22 |
| Bill Pmt -Che... | 09/29/2023 | ACH | Texas Fleet Fuel | Vehicle/Equipment F... | -1,036.42 | 1,443,257.80 |
| Check | 09/29/2023 | 37204 | Charles C. Bailey | Monthly Government... | -2,000.00 | 1,441,257.80 |
| Bill Pmt -Che... | 09/29/2023 | 37205 | 5S Service Company LLC | Generator Project & ... | -18,226.40 | 1,423,031.40 |
| Bill Pmt -Che... | 09/29/2023 | 37206 | Alliance Regional Water Au... | Aug - Sept 2023 Ope... | -141,579.17 | 1,281,452.23 |
| Bill Pmt -Che... | 09/29/2023 | 37207 | Anytime Fuel Pros LLC | Generator Diesel | -2,503.12 | 1,278,949.11 |
| Bill Pmt -Che... | 09/29/2023 | 37208 | AT&T Mobility | Mobile Phones | -1,386.76 | 1,277,562.35 |
| Bill Pmt -Che... | 09/29/2023 | 37209 | Avesis | Employee Vision Ins... | -184.37 | 1,277,377.98 |
| Bill Pmt -Che... | 09/29/2023 | 37210 | B&B Family Partnership | Baugh Water Lease ... | -2,000.00 | 1,275,377.98 |
| Bill Pmt -Che... | 09/29/2023 | 37211 | Bleck Electric Company | Motor Repair | -1,200.00 | 1,274,177.98 |
| Bill Pmt -Che... | 09/29/2023 | 37212 | Brenntag Southwest, Inc. | Chemicals | -1,530.24 | 1,272,647.74 |
| Bill Pmt -Che... | 09/29/2023 | 37213 | Callis Professional Service... | Office Cleaning | -370.70 | 1,272,277.04 |
| Bill Pmt -Che... | 09/29/2023 | 37214 | DPC Industries | Chlorine | -22,106.58 | 1,250,170.46 |
| Bill Pmt -Che... | 09/29/2023 | 37215 | DPC Industries-Cylinder Re... | Cylinder Rental | -990.00 | 1,249,180.46 |
| Bill Pmt -Che... | 09/29/2023 | 37216 | Evoqua Water Technologie... | Chemicals | -60,594.80 | 1,188,585.66 |
| Bill Pmt -Che... | 09/29/2023 | 37217 | Fastest Labs of New Braunf... | New Employee Drug ... | -55.00 | 1,188,530.66 |
| Bill Pmt -Che... | 09/29/2023 | 37218 | Gold Star Exterminators | Pest Control | -115.00 | 1,188,415.66 |
| Bill Pmt -Che... | 09/29/2023 | 37219 | Grainger | Water Level Gauge | -161.74 | 1,188,253.92 |
| Bill Pmt -Che... | 09/29/2023 | 37220 | Guadalupe-Blanco River A... | Lab Testing | -1,210.00 | 1,187,043.92 |
| Bill Pmt -Che... | 09/29/2023 | 37221 | Hach Company | Lab Supplies | -2,440.22 | 1,184,603.70 |
| Bill Pmt -Che... | 09/29/2023 | 37222 | Hawkins | Chemicals | -55,263.60 | 1,129,340.10 |
| Bill Pmt -Che... | 09/29/2023 | 37223 | Holt Cat | Parts | -831.50 | 1,128,508.60 |
| Bill Pmt -Che... | 09/29/2023 | 37224 | James Radtke Construction | Line Locate @ Linne ... | -300.00 | 1,128,208.60 |
| Bill Pmt -Che... | 09/29/2023 | 37225 | Kurita America Inc. | Sensor Replacement | -4,212.31 | 1,123,996.29 |
| Bill Pmt -Che... | 09/29/2023 | 37226 | Lhoist North America of Te... | Lime | -29,498.77 | 1,094,497.52 |

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of September 30, 2023

| Type | Date | Num | Name | Memo | Amount | Balance |
|--|------------|-------|--------------------------------|--------------------------|--------------------|---------------------|
| Bill Pmt -Che... | 09/29/2023 | 37227 | Morton Morrow Inc. | SCBA Inspections | -834.00 | 1,093,663.52 |
| Bill Pmt -Che... | 09/29/2023 | 37228 | New Braunfels Utilities | 46 Standpipe Utilities | -36.26 | 1,093,627.26 |
| Bill Pmt -Che... | 09/29/2023 | 37229 | New Braunfels Welders Su... | Nitrogen & Parts | -249.89 | 1,093,377.37 |
| Bill Pmt -Che... | 09/29/2023 | 37230 | Pollution Control Services | Lab Testing | -3,315.00 | 1,090,062.37 |
| Bill Pmt -Che... | 09/29/2023 | 37231 | Pye-Barker Fire & Safety, L... | Fire Extinguisher Ann... | -1,318.75 | 1,088,743.62 |
| Bill Pmt -Che... | 09/29/2023 | 37232 | Standard Insurance Compa... | Employee Life & LTD... | -695.36 | 1,088,048.26 |
| Bill Pmt -Che... | 09/29/2023 | 37233 | Trihydro Corporation | Engineering Fees | -9,220.00 | 1,078,828.26 |
| Bill Pmt -Che... | 09/29/2023 | 37234 | TX Health Benefits Pool | Employee Health Ins... | -24,374.76 | 1,054,453.50 |
| Bill Pmt -Che... | 09/29/2023 | 37235 | Vantage Pump and Compr... | Compressor PMI | -1,393.17 | 1,053,060.33 |
| Bill Pmt -Che... | 09/29/2023 | 37236 | Verve Cloud, Inc. | Telephone | -365.24 | 1,052,695.09 |
| Bill Pmt -Che... | 09/29/2023 | 37237 | Waste Connections | Garbage Disposal | -377.17 | 1,052,317.92 |
| Bill Pmt -Che... | 09/29/2023 | 37238 | Wastewater Transport Serv... | Sludge Removal | -9,362.56 | 1,042,955.36 |
| Bill Pmt -Che... | 09/29/2023 | 37239 | Williams Supply Company | Parts | -482.50 | 1,042,472.86 |
| Deposit | 09/30/2023 | | | Interest | 516.74 | 1,042,989.60 |
| Total 1006 · First United Checking #5207 | | | | | -607,699.66 | 1,042,989.60 |
| Total 1001 · First United Bank | | | | | -607,699.66 | 1,042,989.60 |
| TOTAL | | | | | -607,699.66 | 1,042,989.60 |

CANYON REGIONAL WATER AUTHORITY
Legal Fees by Payee
October 2022 through September 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 |
| Bill | 08/31/2023 | 3724 | Attorney R. L. Wilson | General Matters 08/01/23 - 08/31/23 | 7,635.00 | 136,529.24 |
| Bill | 08/31/2023 | 3725 | Attorney R. L. Wilson | Hays Caldwell WTP 08/01/23 - 08/31/23 | 9,375.00 | 145,904.24 |
| Bill | 08/31/2023 | 3726 | Attorney R. L. Wilson | Wells Ranch 08/01/23-08/31/23 | 2,610.00 | 148,514.24 |
| Total Attorney R. L. Wilson | | | | | 148,514.24 | 148,514.24 |
| 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 |
| Bill | 09/30/2023 | 2009 | Bryant Law PC | RE: Louis Rosenberg | 3,375.20 | 23,166.65 |
| Bill | 09/30/2023 | 2008 | Bryant Law PC | Hays Caldwell Water Rights | 905.50 | 24,072.15 |
| Bill | 09/30/2023 | 2007 | Bryant Law PC | RE: Louis Rosenberg | 3,429.60 | 27,501.75 |
| Total Bryant Law PC | | | | | 27,501.75 | 27,501.75 |
| 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 |
| Che... | 09/29/2023 | 37204 | Charles C. Bailey | Monthly Governmental Consulting Services | 2,000.00 | 24,000.00 |
| Total Charles C. Bailey | | | | | 24,000.00 | 24,000.00 |
| 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 September 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 | GPUWCD 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 September 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 | | | | | 366,735.82 | 366,735.82 |

CANYON REGIONAL WATER AUTHORITY
Legal Fees by Category
October 2022 through September 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 |
| Bill | 08/31/2023 | 3725 | Attorney R. L. Wilson | Hays Caldwell WTP 08/01/23 ... | 9,375.00 |
| Bill | 09/30/2023 | 2008 | Bryant Law PC | Hays Caldwell Water Rights | 905.50 |
| Total Contracts | | | | | 93,555.56 |
| 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 |

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

| Type | Date | Num | Name | Memo | Amount |
|--------------------------------|------------|------|-----------------------|----------------------------------|-------------------|
| 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 |
| 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 |
| Bill | 09/30/2023 | 2009 | Bryant Law PC | RE: Louis Rosenberg | 3,375.20 |
| Total Committee Matters | | | | | 76,206.01 |
| 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 | 04/30/2023 | 3667 | Attorney R. L. Wilson | Wells Ranch | 82.50 |
| Bill | 05/31/2023 | 5491 | Louis T. Rosenberg | Shannon-Monk | 4,455.00 |
| Bill | 05/31/2023 | 3685 | Attorney R. L. Wilson | Wells Ranch | 5,460.00 |
| Bill | 08/26/2023 | 3700 | Attorney R. L. Wilson | Wells Ranch 06/01/23-07/31/23 | 2,610.00 |
| Bill | 08/31/2023 | 3726 | Attorney R. L. Wilson | Wells Ranch 08/01/23-08/31/23 | 2,610.00 |
| Total Wells Ranch | | | | | 42,121.24 |
| 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 | 03/31/2023 | 3646 | Attorney R. L. Wilson | General Matters | 3,515.45 |
| 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 |
| Bill | 08/31/2023 | 3724 | Attorney R. L. Wilson | General Matters 08/01/23 - 08... | 7,635.00 |
| Bill | 09/30/2023 | 2007 | Bryant Law PC | RE: Louis Rosenberg | 3,429.60 |
| Total General | | | | | 108,960.51 |
| 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 |

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

| Type | Date | Num | Name | Memo | Amount |
|---------------------------------|------------|-------|--------------------|--------------------------------|-------------------|
| 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 |
| 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 |
| Check | 09/29/2023 | 37204 | Charles C. Bailey | Monthly Governmental Consul... | 2,000.00 |
| Total Legislation | | | | | 32,793.00 |
| Total Legal & professional fees | | | | | 366,735.82 |
| Total Other Charges | | | | | 366,735.82 |
| TOTAL | | | | | 366,735.82 |

Hays Caldwell WTP Improvements Budget vs. Actual September 30, 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% |
| Caldwell County Permits | 51,950.00 | 51,950.00 | 100.00% |
| City of San Marcos-Permits | 19,323.14 | 19,323.14 | 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 & Easements | 61,512.02 | 61,512.02 | 100.00% |
| Miscellaneous Fees | 3,077.04 | 3,077.04 | 100.00% |

**Hays Caldwell WTP Improvements
Budget vs. Actual
September 30, 2023**

| | TOTAL BUDGET | TOTAL DISBURSEMENTS | % |
|--|-------------------------|--------------------------------|--------------|
| Probable Construction Costs | | | |
| Raw Water Pump Station & Intake | 3,210,643.00 | | 0.00% |
| Raw Water Electrical Building | 346,491.00 | | 0.00% |
| Yard Piping | 1,160,146.00 | | 0.00% |
| Clarifier Upgrades | 2,656,275.00 | | 0.00% |
| Splitter Box | 760,340.00 | | 0.00% |
| Chemical Feed & Storage | 372,721.00 | | 0.00% |
| Ozone Improvements | 4,209,987.00 | | 0.00% |
| New 1 MG GST | 2,104,317.00 | | 0.00% |
| Existing GST Rehab | 311,740.00 | | 0.00% |
| HSPS Improvements | 698,145.00 | | 0.00% |
| Recycle Pump Station | 113,687.00 | | 0.00% |
| Decant Pump Station | 179,174.00 | | 0.00% |
| Decant Ponds | 611,499.00 | | 0.00% |
| Site Civil Paving, etc. | 1,961,807.00 | | 0.00% |
| Electrical Improvement | 4,842,702.00 | | 0.00% |
| Instrumentations & Controls | 1,372,320.00 | | 0.00% |
| Subtotal | 24,911,994.00 | 0.00 | 0.00% |
| Additive Alternate: 200kW Generator | 813,704.00 | | 0.00% |
| Additive Alternate: 350kW Generator | 1,260,262.00 | | 0.00% |
| Additive Alternate: Motorized Gates | 60,480.00 | | 0.00% |
| Additive Alternate: Security System Integ. | 36,000.00 | | 0.00% |
| Total Probable Construction Costs | 27,082,440.00 | 0.00 | 0.00% |
| Total Hays Caldwell WTP Improvements | 30,637,922.64 | 2,462,570.92 | 8.04% |
| Unallocated Contingency | -8,334,751.64 | | 0.00% |
| Total Expenditures | | 2,462,570.92 | |
| Interest Income | | 1,257,204.48 | |
| Paid from General Funds-Electrical Easement | | 1,000.00 | |
| Ending Cash | | 21,098,804.56 | |

11:11 AM

10/25/23

Accrual Basis

Hays Caldwell WTP Improvements Banking Activity As of September 30, 2023

| Type | Date | Num | Name | Memo | Amount | Balance |
|------------------------------------|------------|------|--------------------------------|--|------------------|----------------------|
| | | | | | | 0.00 |
| First United, Special #7162 | | | | | | |
| Check | 09/15/2023 | 4924 | City of San Marcos | Watershed Protection Phase 2 | -15,093.40 | -15,093.40 |
| Check | 09/15/2023 | 4925 | Caldwell County Sanitation | Development Permit Review | -50,000.00 | -65,093.40 |
| Check | 09/15/2023 | 4926 | Caldwell County Sanitation | Plat Review Fee | -950.00 | -66,043.40 |
| Check | 09/15/2023 | 4927 | Caldwell County Unit Road D... | Driveway Permit Fee | -150.00 | -66,193.40 |
| Check | 09/15/2023 | 4928 | Caldwell County Sanitation | Floodplain Permit | -850.00 | -67,043.40 |
| Transfer | 09/15/2023 | | | Funds Transfer | 67,043.40 | 0.00 |
| Check | 09/29/2023 | 4929 | Charter Communications Op... | Relocation of Aerial Coax for Internet | -3,077.04 | -3,077.04 |
| Transfer | 09/29/2023 | | | Funds Transfer | 3,077.04 | 0.00 |
| Total First United, Special #7162 | | | | | 0.00 | 0.00 |
| Logic, Construction Acct | | | | | | 16,951,322.64 |
| Transfer | 09/15/2023 | | | Funds Transfer | -67,043.40 | 16,884,279.24 |
| Transfer | 09/29/2023 | | | Funds Transfer | -3,077.04 | 16,881,202.20 |
| Deposit | 09/29/2023 | | | Interest | 76,700.14 | 16,957,902.34 |
| Total Logic, Construction Acct | | | | | 6,579.70 | 16,957,902.34 |
| BOKF, NA | | | | | | 4,124,177.44 |
| Deposit | 09/01/2023 | | | Interest | 16,724.78 | 4,140,902.22 |
| Total BOKF, NA | | | | | 16,724.78 | 4,140,902.22 |
| TOTAL | | | | | 23,304.48 | 21,098,804.56 |

Wells Ranch Project - Phase II
Bond Series 2015
Budget vs. Actual
September 30, 2023

| | TOTAL BUDGET | TOTAL 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 | 3,121,201.96 | 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 | 15,783.27 | 15,783.27 | 100.00% |
| Deadman Well Site | | | |
| Generator Cost | 71,265.00 | 71,265.00 | 100.00% |
| Generator Installation | 202,500.00 | 202,500.00 | 100.00% |
| Total Deadman Well Site | 273,765.00 | 273,765.00 | 100.00% |
| Deer Stand Well Site | | | |
| Generator Cost | 71,265.00 | 71,265.00 | 100.00% |
| Generator Installation | 202,500.00 | 202,500.00 | 100.00% |
| Total Deer Stand Well Site | 273,765.00 | 273,765.00 | 100.00% |
| Wells Ranch WTP Site | | | |
| Generator Cost-WTP | 317,295.00 | 317,295.00 | 100.00% |
| Generator Cost-MCC-2 | 279,140.00 | 279,140.00 | 100.00% |
| Generator Installation-WTP | 412,350.00 | 412,350.00 | 100.00% |
| Generator Installation-MCC-2 | 376,140.00 | 376,140.00 | 100.00% |
| Total Wells Ranch WTP Site | 1,384,925.00 | 1,384,925.00 | 100.00% |
| Leissner BPS Site | | | |
| Generator Cost | 212,200.00 | 212,200.00 | 100.00% |
| Generator Installation | 337,000.00 | 337,000.00 | 100.00% |
| Total Leissner BPS Site | 549,200.00 | 549,200.00 | 100.00% |
| Wagner Booster Station | | | |
| Generator Cost | 212,200.00 | 212,200.00 | 100.00% |
| Generator Installation | 259,000.00 | 259,000.00 | 100.00% |
| Total Wagner Booster Station | 471,200.00 | 471,200.00 | 100.00% |
| Well #5 & Well #13 Generator Cost | 71,710.00 | 71,710.00 | 100.00% |
| Mobilization, Bonds & Insurance | 119,000.00 | 119,000.00 | 100.00% |
| Total Generator Installation Project | 3,432,773.26 | 3,402,275.26 | 99.11% |
| Total Phase II - 2015 | 40,467,278.53 | 40,434,973.53 | 99.92% |
| Unallocated Contingency | -552,118.53 | | |
| Total Expenditures | | 40,434,973.53 | |
| Interest Income | 440,264.93 | 441,519.78 | |
| Cash from General Funds | 73,929.84 | 204,450.86 | |
| Cash from General Funds | 37,923.76 | 0.00 | |
| Ending Cash | 0.00 | 126,157.11 | |

10:06 AM
 10/25/23
 Accrual Basis

Wells Ranch Phase II - 2015
Account QuickReport
As of September 30, 2023

| Type | Date | Num | Name | Memo | Amount | Balance | |
|-----------------------------------|------------|------|--------------------|-----------------------------------|--------------------|-------------------|------------|
| | | | | | | 124,902.26 | |
| BOKF, NA, Austin - Escrow | | | | | | 125,380.47 | |
| Deposit | 09/01/2023 | | | Interest | 478.21 | 125,380.47 | |
| Total BOKF, NA, Austin - Escrow | | | | | | 478.21 | 125,380.47 |
| | | | | | | 0.00 | |
| First United, Special #7162 | | | | | | -498,871.04 | |
| Check | 09/15/2023 | 4923 | Shannon-Monk, Inc. | Pay Estimate #12 & #13-Final | -498,871.04 | -498,871.04 | |
| Transfer | 09/15/2023 | | | Funds Transfer | 368,350.02 | -130,521.02 | |
| Transfer | 09/15/2023 | | | Funds Transfer from General Ac... | 130,521.02 | 0.00 | |
| Total First United, Special #7162 | | | | | | 0.00 | 0.00 |
| | | | | | | 368,350.02 | |
| Logic-Construction Acct | | | | | | 0.00 | |
| Transfer | 09/15/2023 | | | Funds Transfer | -368,350.02 | 0.00 | |
| Deposit | 09/29/2023 | | | Interest | 776.64 | 776.64 | |
| Total Logic-Construction Acct | | | | | | -367,573.38 | 776.64 |
| TOTAL | | | | | -367,095.17 | 126,157.11 | |

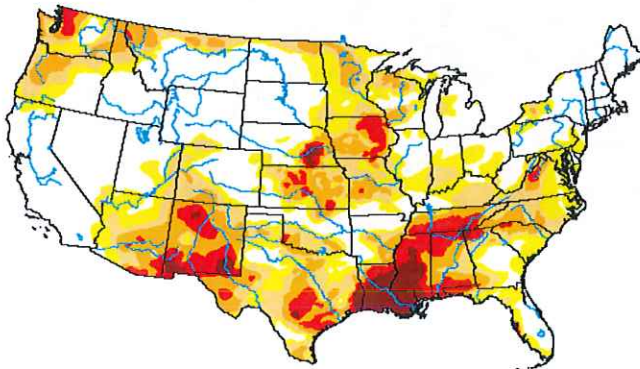
CRWA
Board of Trustees
Drought Report
November 11, 2023



1

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

November 7, 2023
(Released Thursday, Nov. 9, 2023)
Valid 7 a.m. EST



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 <https://droughtmonitor.unl.edu/About.aspx>

Author:

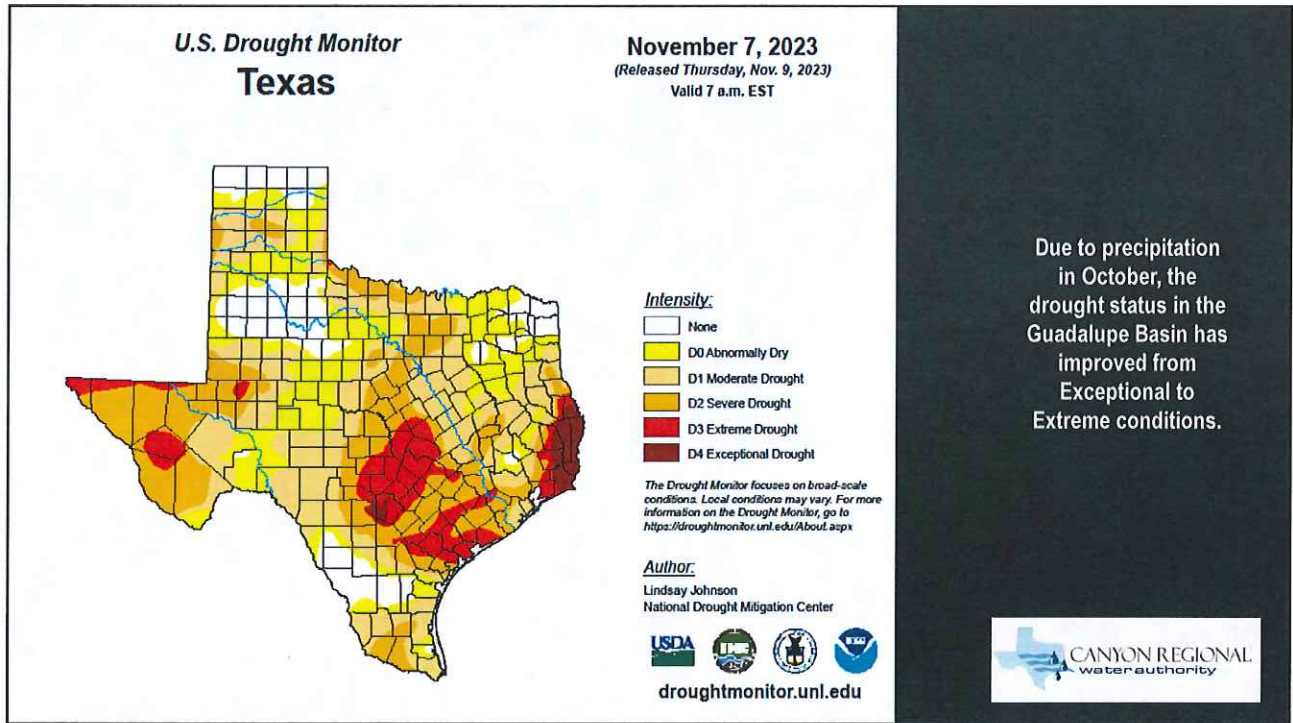
Lindsay Johnson
National Drought Mitigation Center



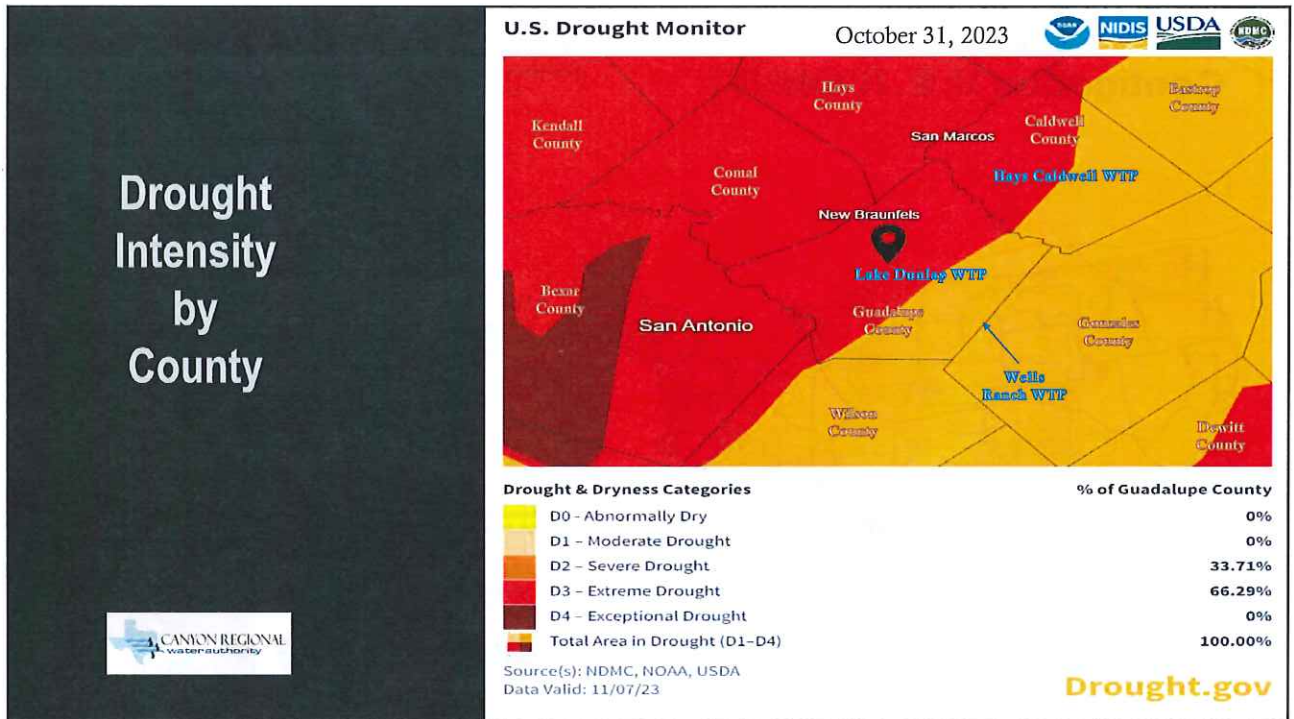
droughtmonitor.unl.edu



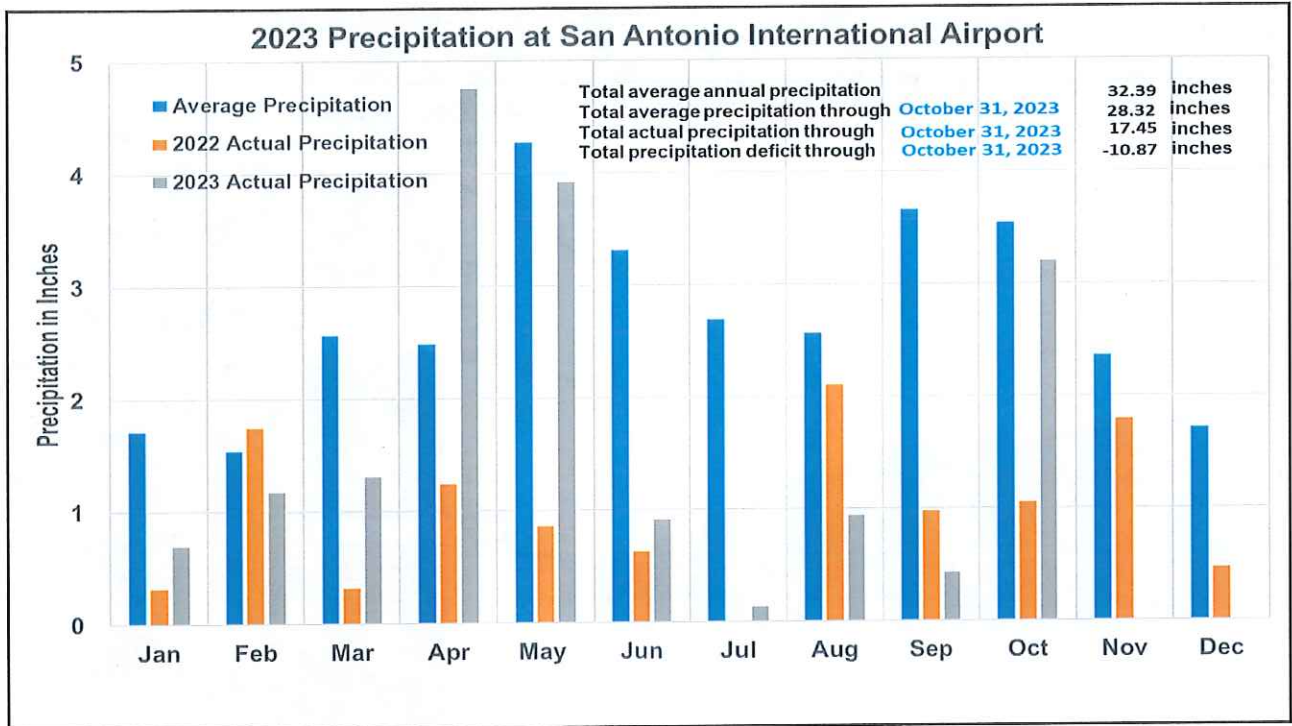
2



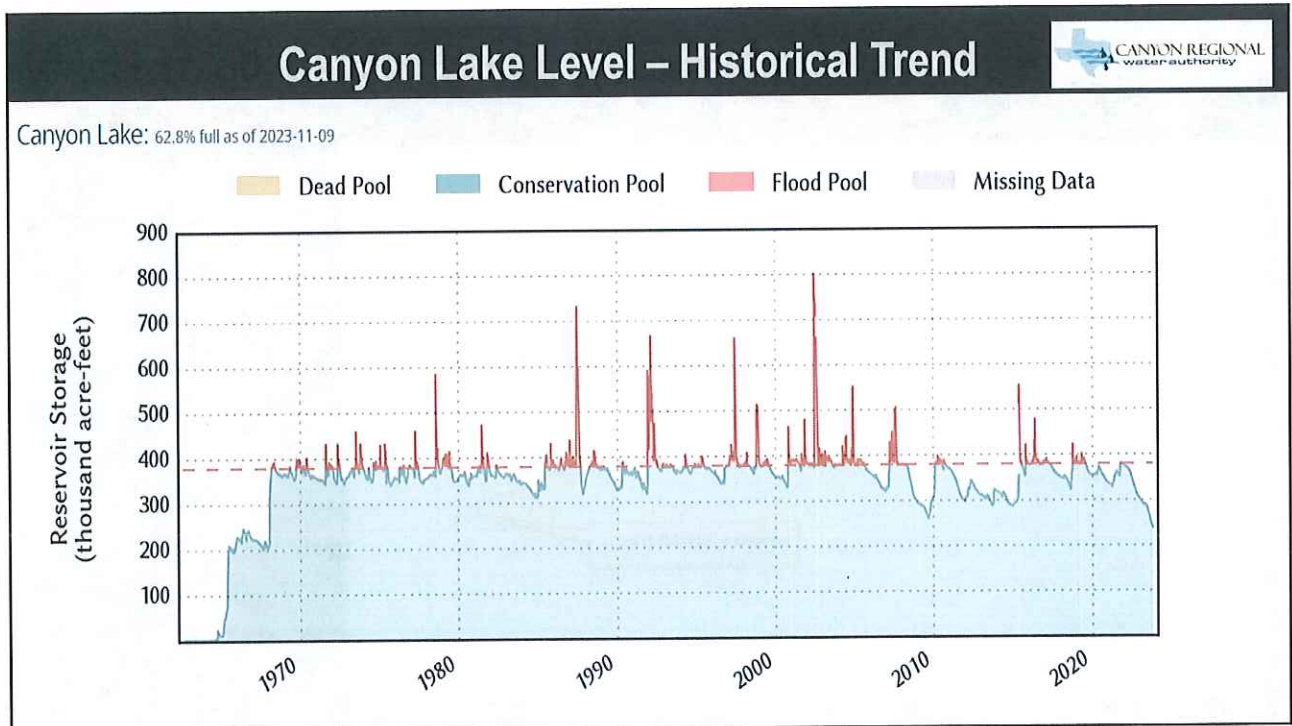
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4



5



6

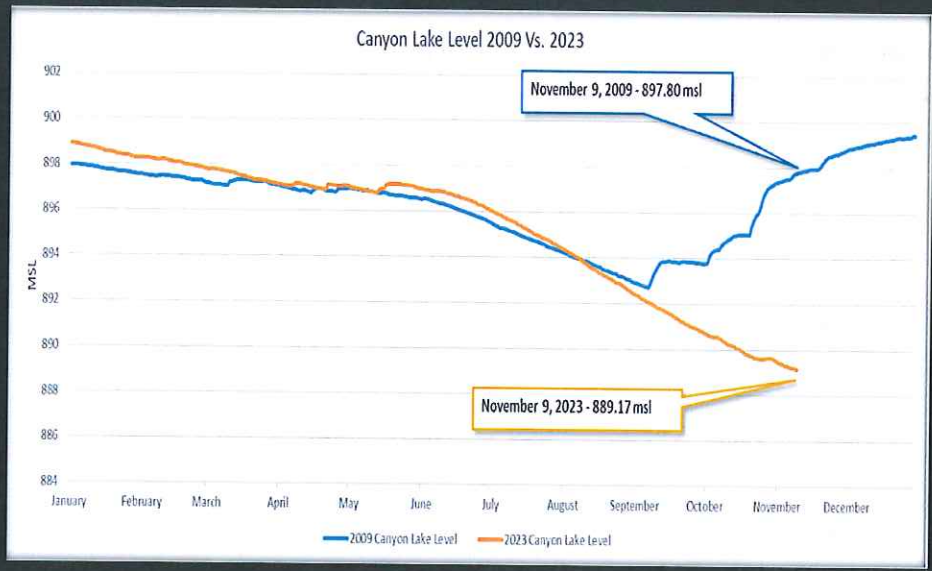
Canyon Lake Water Level Trends



- 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



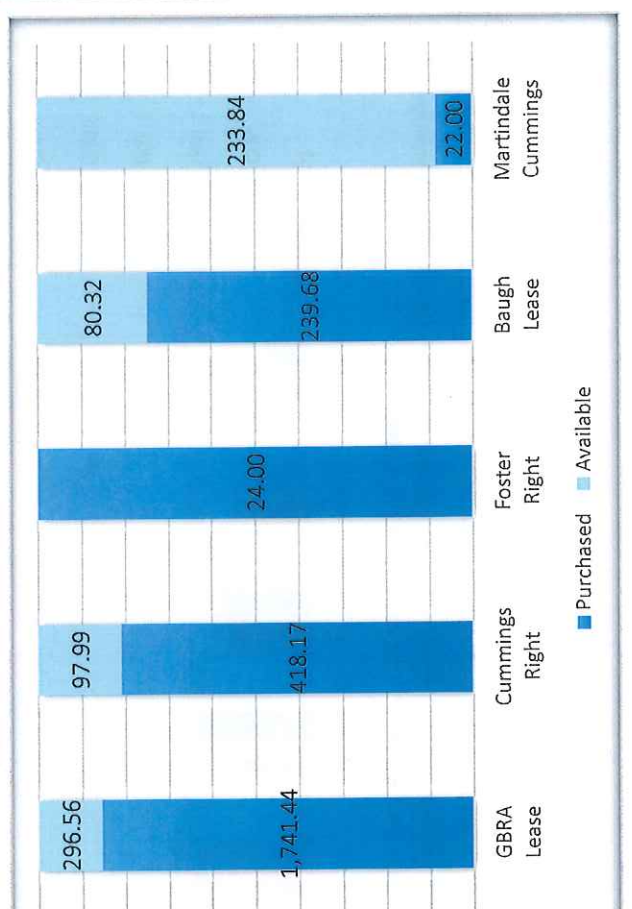


Hays Caldwell Water Treatment Plant Water Use Summary

| YEAR 2023 (January thru October) | | | |
|---|------------|--|------------|
| 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 | 1,741.44 |
| Cummings/CRWA 18-3887 | 516.16 | Cummings/CRWA 18-3887 | 418.17 |
| Foster 18-3889A | 24.00 | Foster 18-3889A | 24.00 |
| Baugh 18-3888A - Leased | 320.00 | Baugh 18-3888A - Leased | 239.68 |
| 2023 Annual Total | 2,898.16 | YEAR 2023 (January thru October) | 2,423.29 |
| Raw Water Rights by Others Inventory | | Raw Water Usage by Others | |
| ¹ Cummings/Martindale 18-3887D | 255.84 | ¹ Cummings/Martindale 18-3887D | 22.00 |
| 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 | 2,423.29 | Year End Total Use | 2,321.03 |
| YTD Not Used | 474.87 | Year End Not Used | 586.97 |
| % Used | 84% | % Used | 80% |
| % Not Used | 16% | % Not Used | 20% |

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.

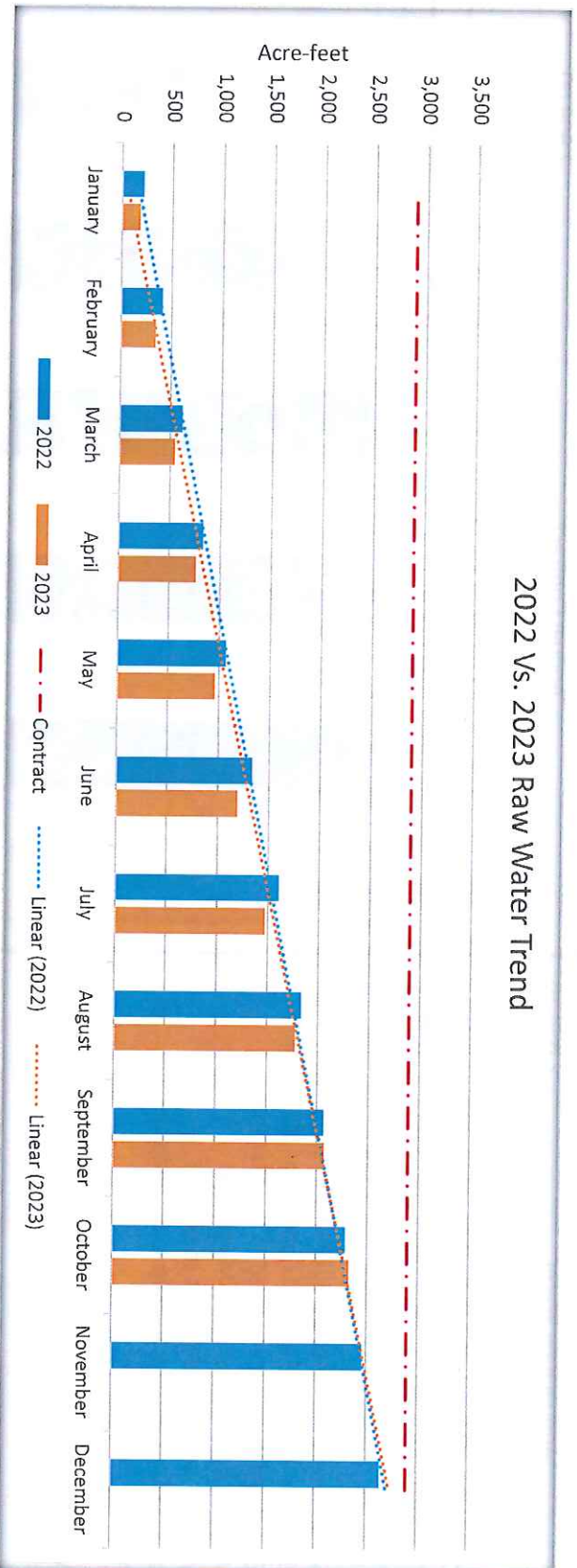


Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru October)

¹Monthly Raw Water Use & Trend

| YEAR 2022 | | YEAR 2023 | |
|---------------------|-----------|---------------------|-----------|
| Month | Acre-feet | Month | Acre-feet |
| Jan-22 | 212.43 | Jan-23 | 180.05 |
| Feb-22 | 194.56 | Feb-23 | 160.90 |
| Mar-22 | 207.18 | Mar-23 | 203.97 |
| Apr-22 | 214.89 | Apr-23 | 216.95 |
| May-22 | 234.58 | May-23 | 197.06 |
| Jun-22 | 266.96 | Jun-23 | 231.36 |
| YEAR 2022 | | YEAR 2023 | |
| Total Raw Water Use | | Total Raw Water Use | |
| 2,634.50 | | 2,321.03 | |



Comments:

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

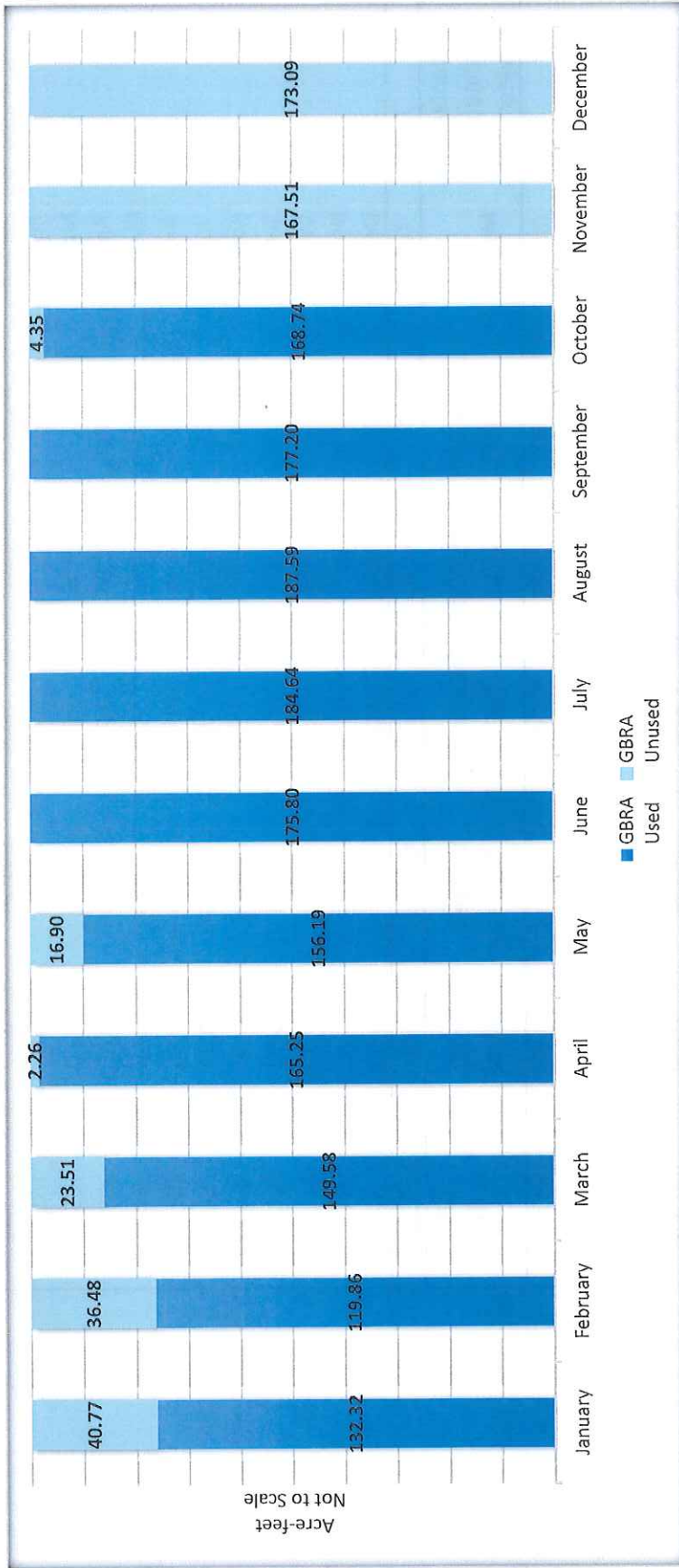


Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru October)

GBRA Raw Water Use

GBRA % Used, Unused, Available Used 79% Unused 4% Available 17%



Comments:



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru October)

| Treated Water Use by Entity | | | | | | | | | |
|-----------------------------|----------------------------|--------------------------|----------------------------|-------------------------|----------------------|-------------------|----------------------------|-----------|--|
| Treated (Delivered) Water | Month | County Line Acre-feet | Crystal Clear Acre-feet | Martindale Acre-feet | Maxwell Acre-feet | CosM Acre-feet | Total Treated Acre-feet | Comments: | |
| | 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 | 97.71 | 58.39 | 9.89 | 75.70 | 0.00 | 241.69 | | |
| | 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 | 921.14 | 544.81 | 93.37 | 675.88 | 0.00 | 2,235.20 | | |
| Percentage Treated Water | Month | County Line % Use | Crystal Clear % Use | Martindale % Use | Maxwell % Use | CosM % Use | Total % 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 | 40.43% | 24.16% | 4.09% | 31.32% | 0.00% | 100.00% | | |
| | 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 | 41.21% | 24.37% | 4.18% | 30.24% | 0.00% | 100.00% | | |



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023 (January thru October)

| Raw Water Use by Entity | | | | | | | | | | | |
|----------------------------|--------------|--------------------------------------|----------------------------------|-------------------------|-------------------------|----------------------|-------------------|--|--|--|----------------|
| ¹ Raw Water Use | Month | ² Total Treated Acre-feet | ³ Total Raw Acre-feet | Raw Water Use by Entity | | | | | | | CoSM Acre-feet |
| | | | | County Line Acre-feet | Crystal Clear Acre-feet | Martindale Acre-feet | Maxwell 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 | 241.69 | 252.25 | 101.98 | 60.94 | 10.33 | 79.01 | | | | 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 | 2,235.20 | 2,321.03 | 957.10 | 565.73 | 96.85 | 701.35 | | | | 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 | 957.10 | 350.90 | 73.17% |
| Crystal Clear | 500.00 | 565.73 | -65.73 | 113.15% |
| Martindale | 200.00 | 96.85 | 103.15 | 48.42% |
| Maxwell | 900.00 | 701.35 | 198.65 | 77.93% |
| 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 | 921.14 | 386.86 | 70.42% |
| Crystal Clear | 500.00 | 544.81 | -44.81 | 108.96% |
| Martindale | 200.00 | 93.37 | 106.63 | 46.69% |
| Maxwell | 900.00 | 675.88 | 224.12 | 75.10% |



Lake Dunlap/ Wells Ranch
Water Usage Summary

| YEAR 2023 (January thru October) | | |
|---|------------------|--|
| 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 |
| | | Green Valley SUD |
| | | City of Marion |
| | | Crystal Clear SUD ³ |
| | | Springs Hill WSC ² |
| | | City of Converse |
| | | Annual Total |
| | | 13,029.00 |
| Comments: | | LD & WR Annual Contract Amount |
| <p>¹ Crystal Clear Leases 500.00 acre-feet from GBRA. CRWA reports these diversions to the Water Master.</p> <p>² Springs Hill leases 500.00 acre-feet of Dunlap water from SAWS. This contract is due to expire December 31, 2023.</p> <p>³ Cibolo leases 741.00 acre-feet of Wells Ranch water from Crystal Clear. This contract is due to expire December 31, 2023.</p> | | 24,009.00 |

Lake Dunlap/ Wells Ranch
Water Usage Summary

CRWA Entities - LD & WR Total Contract Amounts 2023

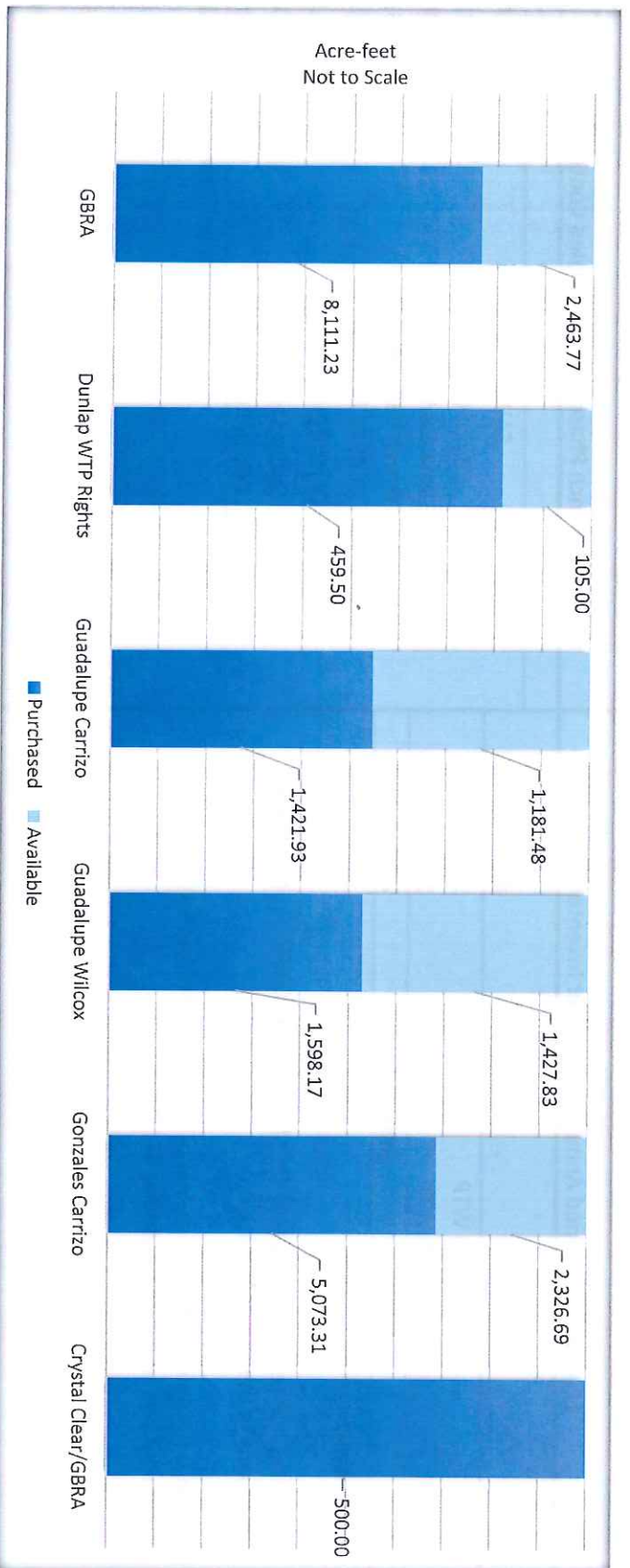
| Entity | Acre-Feet |
|-------------------|------------------|
| SAWS | 6,300.00 |
| City of Cibolo | 3,951.93 |
| East Central SUD | 2,400.00 |
| Green Valley SUD | 7,455.68 |
| City of Marion | 300.00 |
| Crystal Clear SUD | 551.39 |
| Springs Hill WSD | 2,550.00 |
| City of Converse | 500.00 |
| 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 October) Lake Dunlap/Wells Ranch Use

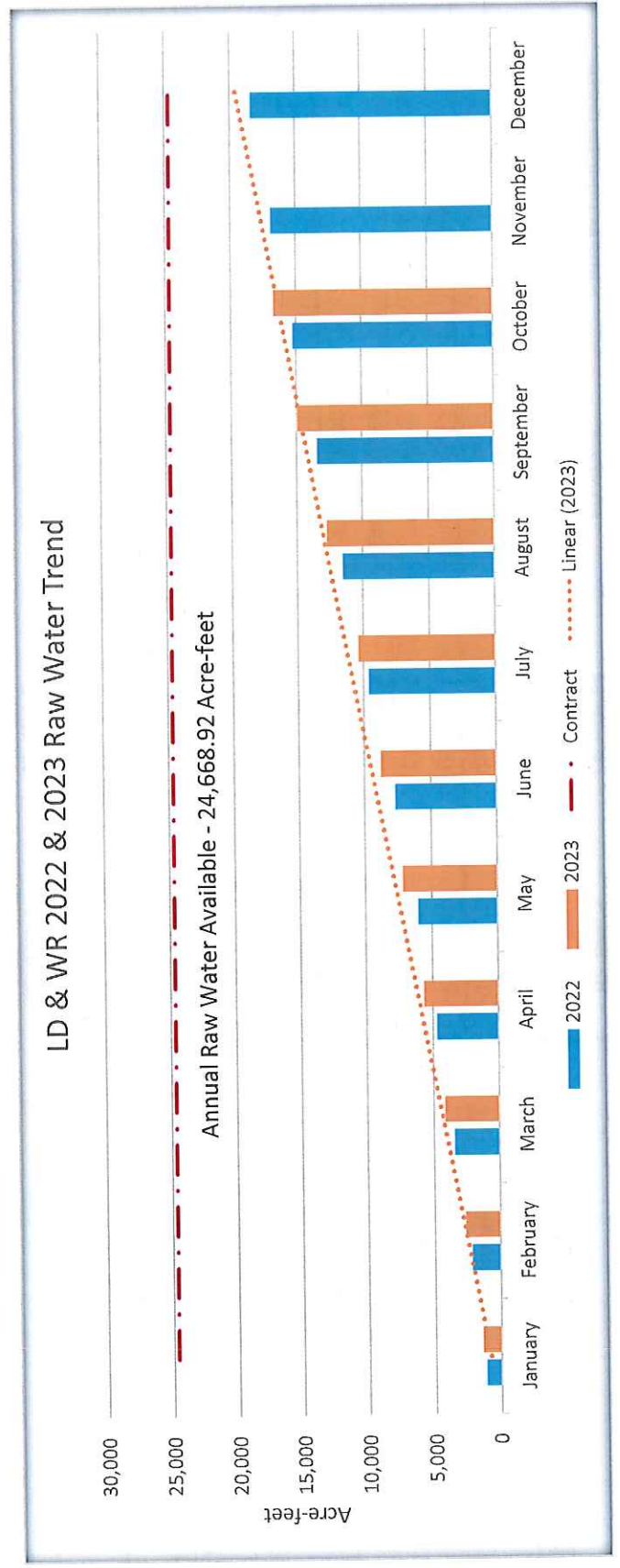




Lake Dunlap/Wells Ranch Water Usage Summary

| Entity Use Lake Dunlap & Wells Ranch Combined | | | | | | |
|---|-----------------------------|----------------------|----------------------------|-------------------|------------|--|
| Entity | Plant Contract Acre-Feet | YTD Use Acre-Feet | YTD Available Acre-Feet | Contract % Use | | |
| SAWS | 6,300.00 | 4,697.00 | 1,603.00 | 75% | | |
| City of Cibolo | 3,951.93 | 2,032.67 | 1,919.26 | 51% | | |
| East Central SUD | 2,400.00 | 1,948.54 | 451.46 | 81% | | |
| Green Valley SUD | 7,455.68 | 4,615.68 | 2,840.00 | 62% | | |
| City of Marion | 300.00 | 57.32 | 242.68 | 19% | | |
| Crystal Clear SUD | 551.39 | 612.62 | -61.23 | 111% | | |
| Springs Hill WSC | 2,550.00 | 1,833.54 | 716.46 | 72% | | |
| City of Converse | 500.00 | 298.32 | 201.68 | 60% | | |
| Total | 24,009.00 | 16,095.69 | 7,913.31 | 67% | 33% | |

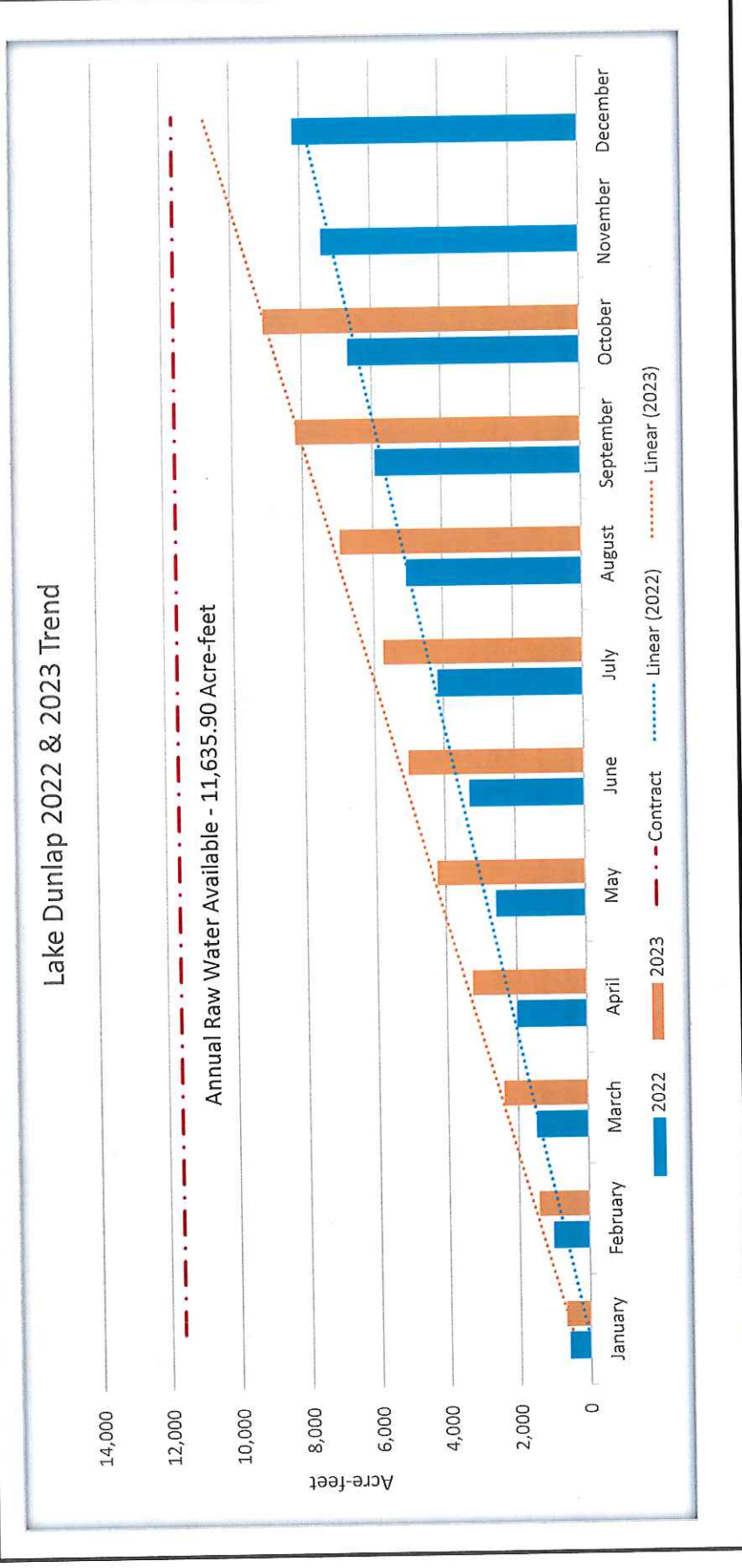
LD & WR Contracts Percentage Use
67%
33%



Lake Dunlap/ Wells Ranch
Water Usage Summary

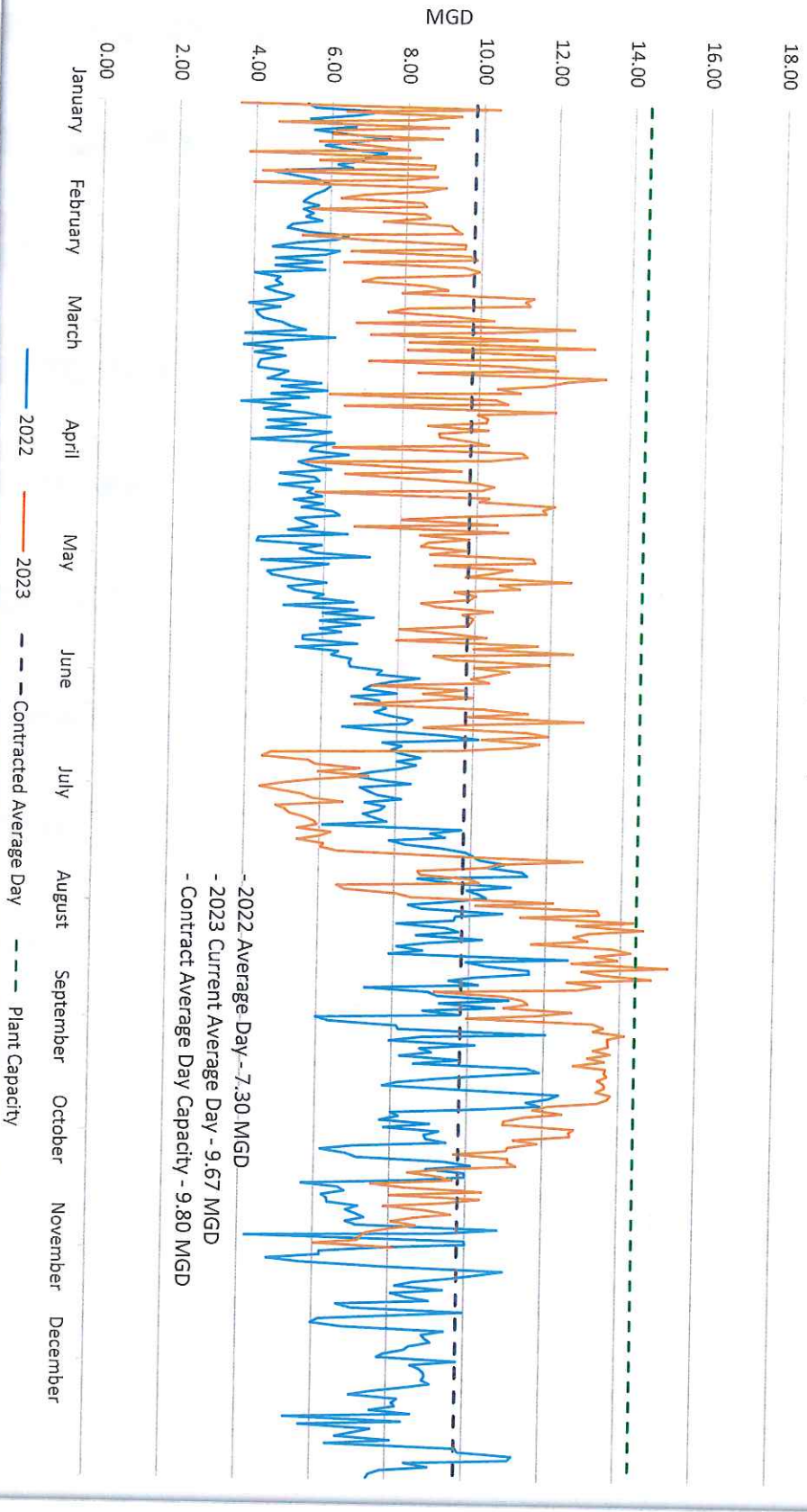


| Lake Dunlap Monthly Raw Water Demand Comparison | | | | | |
|---|-----------|--------|-----------|------------------------|-----------|
| 2022 | | | 2023 | | |
| Month | Acre-feet | Month | Acre-feet | Month | Acre-feet |
| Jan-22 | 572.33 | Jul-22 | 857.51 | Jan-23 | 686.98 |
| Feb-22 | 424.65 | Aug-22 | 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 | |
| | | | | 9,070.71 | |



Lake Dunlap/ Wells Ranch
Water Usage Summary

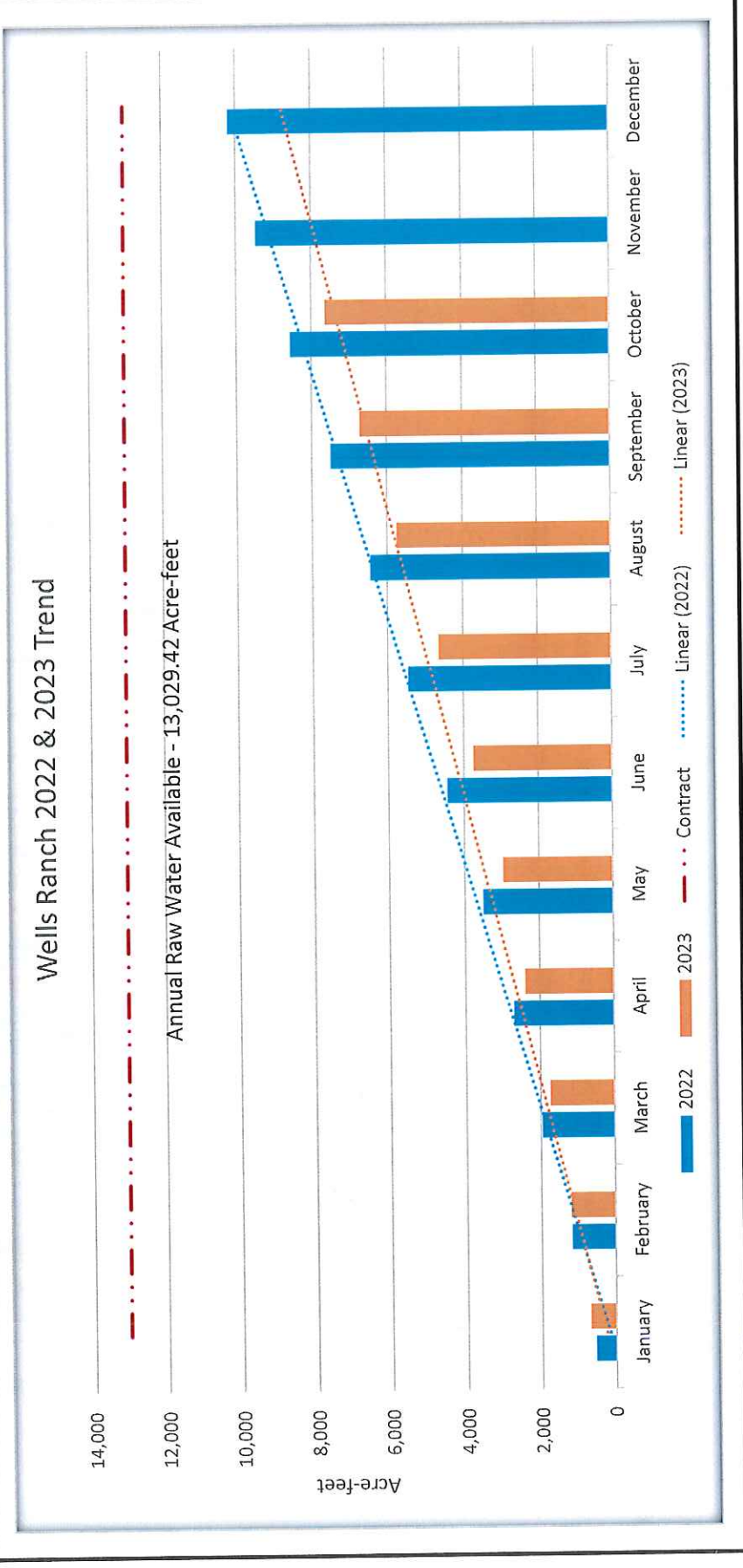
Lake Dunlap Daily Production



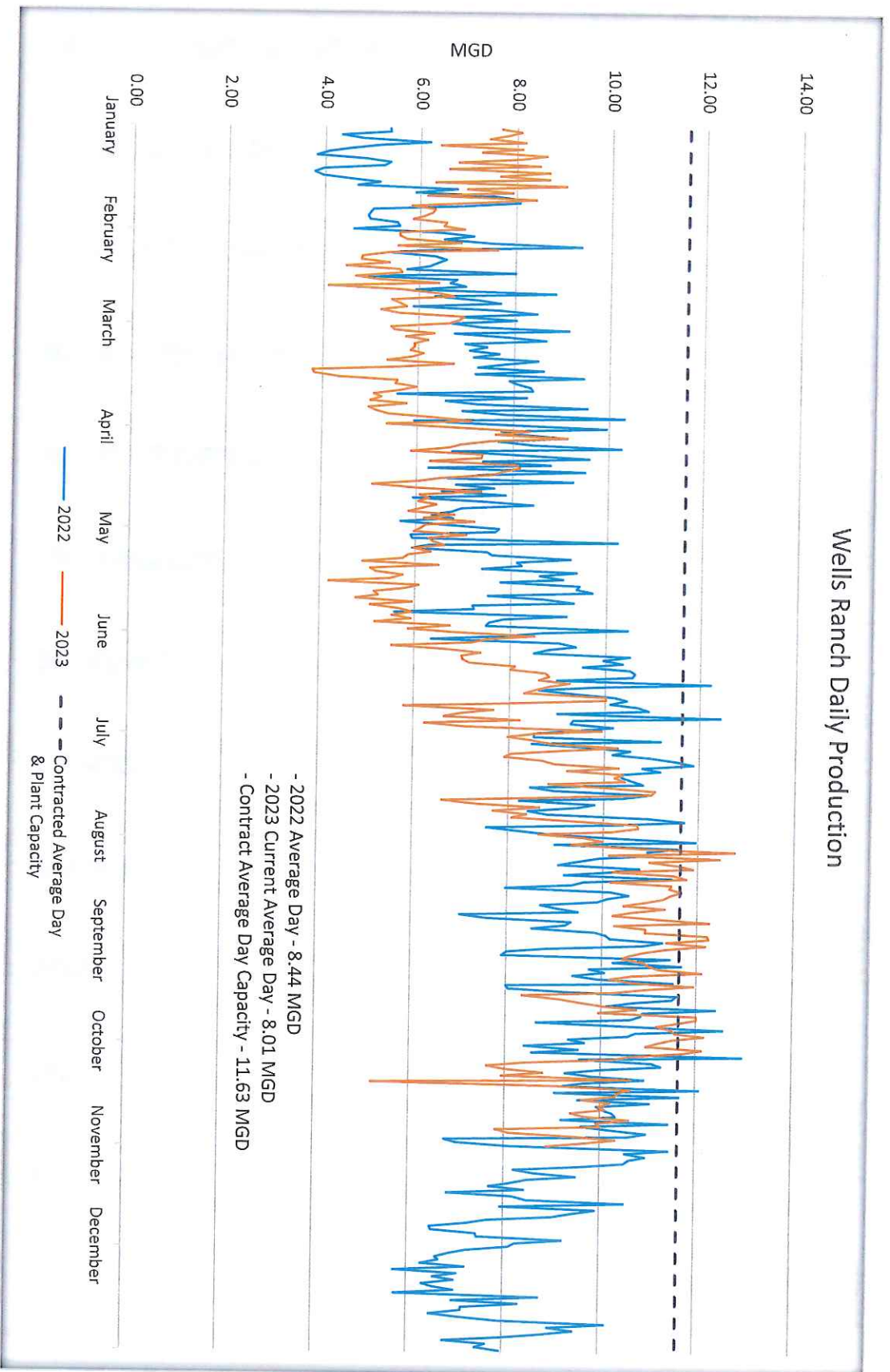
Lake Dunlap/Wells Ranch
Water Usage Summary



| 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 | |
| | | | | 7,611.22 | |



Lake Dunlap/ Wells Ranch
Water Usage Summary

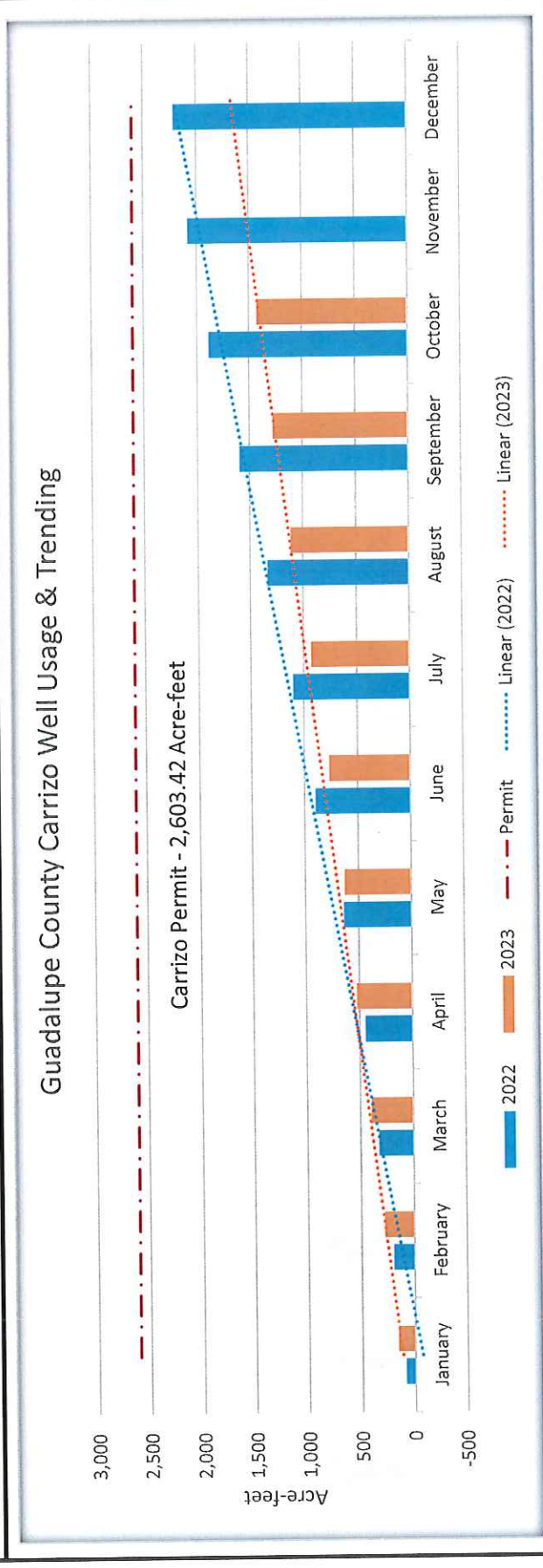


Lake Dunlap/ Wells Ranch
Water Usage Summary



| *Guadalupe County Carrizo Well Usage | |
|--------------------------------------|-----------------|
| 2022 Monthly Usage | |
| Month | Acre-feet |
| Jan-22 | 88.70 |
| Feb-22 | 107.01 |
| Mar-22 | 128.90 |
| Apr-22 | 119.96 |
| May-22 | 194.56 |
| Jun-22 | 257.09 |
| Jul-22 | 201.99 |
| Aug-22 | 236.92 |
| Sep-22 | 260.14 |
| Oct-22 | 288.67 |
| Nov-22 | 194.88 |
| Dec-22 | 130.27 |
| Total Use | 2,209.10 |
| Annual Permit | 2,603.42 |
| Not Used | 394.32 |
| % Used | 85% |
| % Not Used | 15% |

| *Guadalupe County Carrizo Well Usage | |
|--------------------------------------|-----------------|
| 2023 Monthly Usage | |
| Month | Acre-feet |
| Jan-23 | 162.76 |
| Feb-23 | 121.73 |
| Mar-23 | 112.93 |
| Apr-23 | 130.66 |
| May-23 | 105.33 |
| Jun-23 | 137.36 |
| Jul-23 | 157.28 |
| Aug-23 | 186.31 |
| Sep-23 | 163.73 |
| Oct-23 | 147.48 |
| Nov-23 | 0.00 |
| Dec-23 | 0.00 |
| Total Use | 1,425.58 |
| Annual Permit | 2,603.42 |
| Not Used | 1,177.84 |
| % Used | 55% |
| % Not Used | 45% |

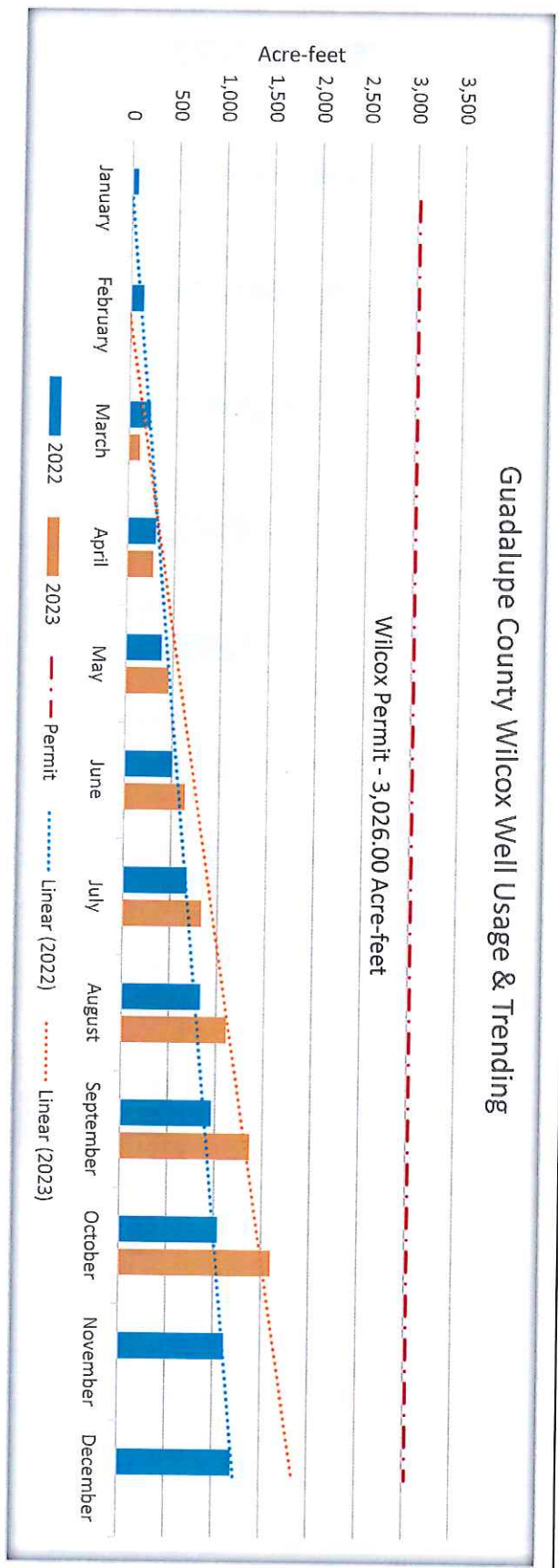


*Guadalupe County Carrizo Wells:
 #2 - Deer Stand
 #4 - Pig Trap
 #7 - Dead Man Tank

| *Guadalupe County Wilcox Well Usage | | | |
|-------------------------------------|-----------------|--------------------|--------------|
| 2022 Monthly Usage | | 2023 Monthly Usage | |
| Month | Acre-feet | Month | Acre-feet |
| Jan-22 | 58.24 | Jul-22 | 169.95 |
| Feb-22 | 73.20 | Aug-22 | 158.49 |
| Mar-22 | 89.41 | Sep-22 | 128.03 |
| Apr-22 | 73.25 | Oct-22 | 79.06 |
| May-22 | 80.49 | Nov-22 | 79.89 |
| Jun-22 | 125.84 | Dec-22 | 82.24 |
| Total Use | 1,198.10 | Acre-feet | 82.24 |
| Annual Permit | 3,026.00 | Acre-feet | 82.24 |
| Not Used | 1,827.90 | Acre-feet | 82.24 |
| % Used | 40% | % Not Used | 60% |

| *Guadalupe County Wilcox Well Usage | | | |
|-------------------------------------|-----------------|--------------------|-------------|
| 2022 Monthly Usage | | 2023 Monthly Usage | |
| Month | Acre-feet | Month | Acre-feet |
| Jan-23 | 7.71 | Jul-23 | 187.77 |
| Feb-23 | 2.19 | Aug-23 | 278.01 |
| Mar-23 | 104.64 | Sep-23 | 254.75 |
| Apr-23 | 160.90 | Oct-23 | 235.27 |
| May-23 | 178.90 | Nov-23 | 0.00 |
| Jun-23 | 188.19 | Dec-23 | 0.00 |
| Total Use | 1,598.34 | Acre-feet | 0.00 |
| Annual Permit | 3,026.00 | Acre-feet | 0.00 |
| Not Used | 1,427.66 | Acre-feet | 0.00 |
| % Used | 53% | % Not Used | 47% |

Guadalupe County Wilcox Well Usage & Trending



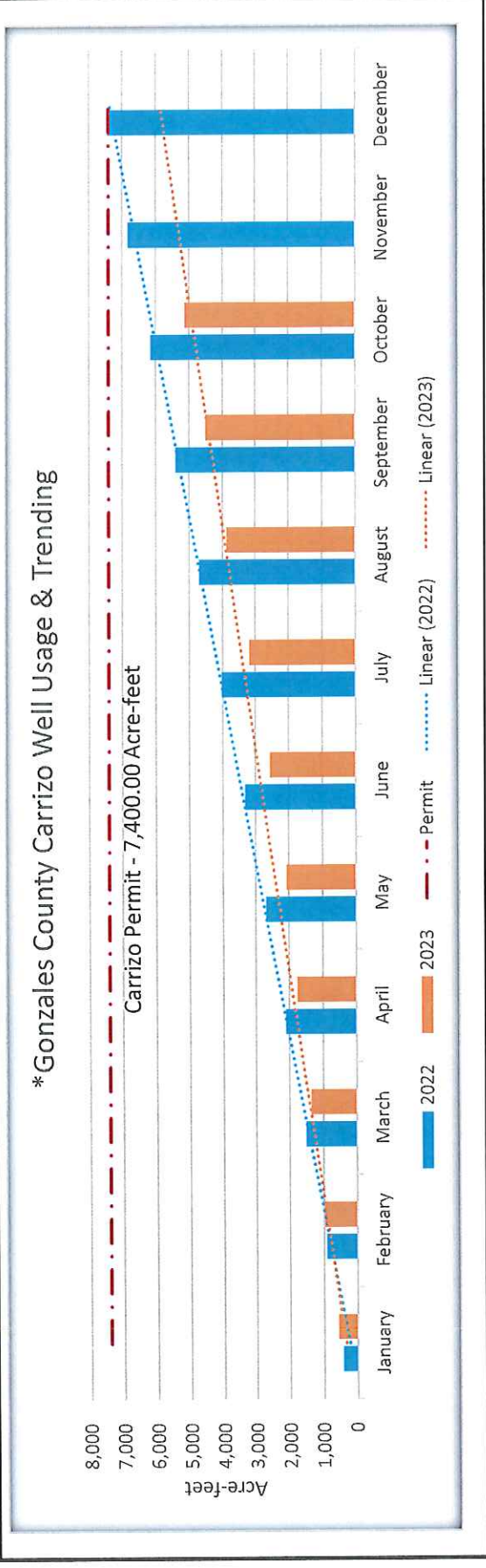
*Guadalupe County Wilcox Wells:

- #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 | 5,073.31 |
| Annual Permit | 7,400.00 | Annual Permit | 7,400.00 |
| Not Used | -26.55 | Not Used | 2,326.69 |
| % Used | 100% | % Used | 69% |
| | % Not Used | | % Not Used |
| | 0% | | 31% |



*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



PROJECT STATUS REPORTS

PROJECT STATUS REPORT SUMMARY

REPORT DATE

November 3, 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 project last status report to CRWA, UEG is working to upload the provided information to the GIS system. The Hays Caldwell transmission system improvements have been published to the site, work on the Wells Ranch Water Treatment plant and well sites have started, and the Wells Ranch Phase 2 as-builts have been georeferenced and digitizing is roughly 75% complete.

Following receipt of all requested as-built information from CRWA, UEG will complete the base scope of services within 8 weeks. Currently \$43,992.50 (61%) 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. Currently, the project TxDOT supplemental agreement and Change Order No. 2 to revise the casing pipe installation method from open cut to bore at Zuehl Road and increase the casing pipe size at Santa Clara Road has been prepared for the Board of Trustee's review and approval.

Since the last status report, UEG has had several meetings with TxDOT and the Contractor to finalize the proposed change order costs and to finalize the proposed TxDOT supplemental agreement. Additionally, UEG continues to review Contractor submittals and finalize the new TxDOT permit.

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, which includes the original bid and previously approved Change Order No. 1, all of which is 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 the September meeting. An initial TxDOT pre-construction meeting was held virtually on 10/12 and the field construction meeting with TxDOT was held on 10/30. UEG is also currently reviewing Contractor submittals for the project.

Once the Notice-to-Proceed is issued, the Contract Documents give the Contractor 120 calendar days to reach Substantial Completion. 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 working to revise the draft water system details based on CRWA comments. UEG is also continuing work on the draft water system technical specifications, with an anticipated submittal to CRWA Staff mid-November.

Currently \$10,415.00 (42%) of the total project budget (\$24,760) has been invoiced. Presently, there are no current issues or associated risks with the project.

Memo

To: John Kaufman, General Manager
Canyon Regional Water Authority

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

Date: November 6, 2023

Re: Project Status Report for:
Hays Caldwell WTP Improvements

Work in Progress through October 6, 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.**
 - *Approved county floodplain permit forwarded to TWDB on 10/18/23, pending final plan approval.*
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. The application will be submitted the week of 11/6/23.
4. **Coordinating with City of San Marcos (CoSM) and Caldwell County for permitting approvals:**
 - *CoSM Watershed Protection Plan (WPP): Approval received on 10/13/23.*
 - *CoSM Plat Review – Approval received on 10/13/23.*
 - *CoSM Site Prep Permit – Approval received on 10/27/23.*
 - *Caldwell County – Plan approval received on 10/13/23; Floodplain permit was received*

on 10/18/23 and the driveway permit was received on 9/15/23.

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

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

- *Draft TM complete and was submitted the week of 10/30/23.*

HCWTP Koch Membrane Replacement Project

1. A meeting was held on 10/25/23 with CRWA and participant entities. Agreed to request for approval from the Board of Trustees to proceed with all basic services in the scope.



memorandum

To: Mr. John Kaufman, General Manager
Canyon Regional Water Authority

From: Trihydro Corporation

cc:

Date: November 7, 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
- 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.
- Draft report sent on 10/13/23 for CRWA review.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|------------|---|----------------|
| 11/13/2023 | REIMBURSEMENT RESOLUTION HAYS CALDWELL WATER TREATMENT PLANT MEMBRANE REPLACEMENT PROJECT | CRWA 23-11-070 |

INITIATED BY

JOHN KAUFMAN

STAFF RECOMMENDATION

Approve the Reimbursement Resolution for design services associated with the Hays Caldwell Water Treatment Plant Membrane Replacement Project.

BACKGROUND INFORMATION

Through a qualifications-based process, Ardurra was selected for the design of a new nanofiltration (i.e.: membrane) system at CRWA's Hays Caldwell Water Treatment Plant to replace the failing Koch membrane system and ensure a minimum of six (6) million gallons per day (MGD) of production.

Ardurra prepared a scope of work for the design project and cost estimate totaling \$769,943.50, plus \$309,032.00 for optional additional engineering service tasks. Through a prior resolution (No. 23-09-053) on September 11, 2023, the Board of Trustees approved the expenditure of \$110,528.00 for Tasks 1.0, 2.1, and 3.1 of the scope of work prepared by Ardurra conditioned by the commitment to approve a corresponding Reimbursement Resolution.

Subsequent to this reimbursement resolution, the Board of Trustees will be asked to approve the remainder of the engineering scope of work for a cost totaling \$659,415.50. This will bring the total design cost to \$769,943.50, which will also be covered by this Reimbursement Resolution.

FINANCIAL IMPACT

The reimbursement for the prior and subsequent lawful capital expenditure of funds totaling \$769,943.50 from the proceeds of one or more series of taxable or tax-exempt obligations that CRWA currently contemplates issuing will not exceed \$12,000,000 to finance a portion of the project.

MOTION

Motion to approve the following resolution.

RESOLUTION NO. 23-11-070

A RESOLUTION RELATING TO ESTABLISHING THE AUTHORITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS SYSTEM IMPROVEMENTS FROM THE PROCEEDS OF TAXABLE OR TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE AUTHORITY FOR AUTHORIZED PURPOSES PERTAINING TO THE WATER TREATMENT PLANT PROJECT; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Governing Body*) of Canyon Regional Water Authority (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the Issuer's utility system and other interests in land (commonly known as the *Hays/Caldwell Area Project*) and the purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the utility system improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of taxable or tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$12,000,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CANYON REGIONAL WATER AUTHORITY THAT:

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict,

and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 13th day of November, 2023.

CANYON REGIONAL WATER AUTHORITY

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(AUTHORITY SEAL)

PLANT PROJECT; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

was introduced and submitted to the Board for passage and adoption. After presentation and discussion of the Resolution, a motion was made by Trustee _____ and seconded by Trustee _____ that the Resolution be passed and adopted.

The motion and carried by the following vote:

__ voted "For" __ voted "Against" __ "Abstained"

all as shown in the official Minutes of the Board for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the Authority; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Board was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Authority, this 13th day of November, 2023.

Secretary, Board of Trustees

(AUTHORITY SEAL)

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|------------|---|----------------|
| 11/13/2023 | SERVICE ORDER WITH ARDURRA HAYS CALDWELL WATER TREATMENT PLANT MEMBRANE REPLACEMENT PROJECT | CRWA 23-11-071 |

INITIATED BY

JOHN KAUFMAN

STAFF RECOMMENDATION

Approve Service Order No. 2 with Ardurra in the amount of \$659,415.50 for design services associated with the Hays Caldwell Water Treatment Plant Membrane Replacement Project.

BACKGROUND INFORMATION

Through a qualifications-based process, Ardurra was selected for the design of a new nanofiltration (i.e.: membrane) system at CRWA's Hays Caldwell Water Treatment Plant to replace the failing Koch membrane system and ensure a minimum of six (6) million gallons per day (MGD) of production.

Ardurra prepared a scope of work for the design project and cost estimate totaling \$769,943.50, plus \$309,032.00 for optional additional engineering service tasks. Through a prior resolution (No. 23-09-053) on September 11, 2023, the Board of Trustees approved the expenditure of \$110,528.00 for Tasks 1.0, 2.1, and 3.1 of the scope of work prepared by Ardurra conditioned by the commitment to approve a corresponding Reimbursement Resolution.

Subsequent to the prior reimbursement resolution, the Board of Trustees are asked to approve the remainder of the engineering scope of work for a cost totaling \$659,415.50. This will bring the total design cost to \$769,943.50, which will also be covered by the prior Reimbursement Resolution.

FINANCIAL IMPACT

The cost for Service Order No. 2 is \$659,415.50, bringing the total cost for project design services to \$769,943.50.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-071

BE IT RESOLVED that Service Order No. 2 with Ardurra in the amount of \$659,415.50 for the Hays Caldwell Water Treatment Plant Membrane Replacement Project is approved.

Adopted this 13th day of November 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

Under this Service Order, Engineer will design to a Construction Cost Limit of \$
N/A.

D. Other Services

Engineer shall also provide the following services: N/A

2. CRWA's Responsibilities

CRWA shall have those responsibilities set forth in Section 5.01 of the Agreement, subject to the following:

3. Service Order Schedule

The parties shall meet the following schedule: **Refer to Project Schedule in Exhibit A.**

| Party | Action | Schedule |
|----------|---|---|
| Engineer | Furnish [] review copies of the Report and other Study and Report Phase deliverables to CRWA. | Within [] days of the Commencement Date of the Service Order. |
| CRWA | Submit comments regarding Report and other Study and Report Phase deliverables to Engineer. | Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer. |
| Engineer | Furnish [] copies of the revised Report and other Study and Report Phase deliverables to CRWA. | Within [] days of the receipt of CRWA's comments regarding the Report and other Study and Report Phase deliverables. |
| Engineer | Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to CRWA. | Within [] days of CRWA's authorization to proceed with Preliminary Design Phase services. |
| CRWA | Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer. | Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer. |
| Engineer | Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to CRWA. | Within [] days of the receipt of CRWA's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables. |

| | | |
|----------|---|---|
| Engineer | Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design deliverables, to CRWA. | Within [] days of CRWA's authorization to proceed with Final Design Phase Services. |
| CRWA | Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer. | Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer. |
| Engineer | Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to CRWA. | Within [] days of the receipt of CRWA's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables |

Should CRWA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which CRWA comments or instructions exceed the scheduled review with no further recourse by the Engineer against CRWA.

4. **Method of Compensation**

A. CRWA shall pay Engineer for services rendered under this Service Order using the following method of compensation:

- Lump Sum plus Named Reimbursable Expenses, if any; or
- Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

B. If this is a Lump Sum Service Order, CRWA shall pay Engineer the following lump sum amount for the services described in this Service Order: \$ 659,415.50. In addition, CRWA shall reimburse Engineer for the following Named Reimbursable Expenses (if any): N/A.

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is. \$ N/A.

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

| Description of Service | Amount |
|--|--------|
| Study and Report Phase | \$ |
| Preliminary Design Phase | \$ |
| Final Design Phase | \$ |
| Bidding or Negotiating Phase | \$ |
| Construction Phase | \$ |
| Resident Project Representative Services | \$ |
| Post-Construction Phase | \$ |
| Other Services (list as appropriate) | \$ |
| ESTIMATED TOTAL COMPENSATION | \$ |

E. The terms of payment are set forth in Article 4 of the Agreement.

5. **Consultants and Subcontractors retained or that will be retained as of the Commencement Date of the Service Order:** Gupta & Associates, Inc. , KWH Engineering LLC

6. **Other Modifications to the Agreement or the Exhibits to the Agreement: None**

7. **Exhibits or Attachments to this Service Order: Exhibit A**

8. **Documents (other than the Agreement) Incorporated by Reference: None**

9. **Terms and Conditions**

Execution of this Service Order by CRWA and Engineer, and approval hereof by CRWA's Board of Trustees, shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by CRWA and approved by its Board of Trustees.

Anything to the contrary herein notwithstanding, this Service Order shall be effective on the date that it is approved by the CRWA Board of Trustees.

John M. Kaufman
CRWA

Yue Sun
Engineer

By: _____
Its: General Manager
Date: 11/14/2023

By: _____
Its: Project Director
Date: 11/14//2023



August 26, 2023

Mr. John M. Kaufman
 General Manager
 Canyon Regional Water Authority
 850 Lakeside Pass
 New Braunfels, Texas 78130-8233

Regarding: Hays Caldwell Water Treatment Plant (HC WTP) Membrane Improvements
 Proposal to Provide Professional Engineering Services for Preliminary Engineering Design
 & Report (Rev 1)

Dear Mr. Kaufman:

Ardurra Group, Inc. is excited to have the opportunity to submit this proposal to the Canyon Regional Water Authority (CRWA) to provide professional engineering services for preliminary engineering design and development of a preliminary engineering report (PER) for the CRWA HC WTP Membrane Improvements project.

Please find the attached Detailed Scope of Services description, level of effort fee estimate, and anticipated project schedule.

Based on the scope of services described in Attachment A, we propose to complete the work in the following amount:

| Task | BASIC SERVICE TASKS | ADDITIONAL SERVICE TASKS | Notes |
|---|---------------------|--------------------------|---|
| Task 1.0 - GENERAL PROJECT MANAGEMENT AND QUALITY CONTROL | \$75,728.00 | | |
| Task 2.0 - MEMBRANE ALTERNATIVE EVALUATION | \$60,252.00 | | Opportunities available for LOE optimization, pending final direction from CRWA |
| Task 3.0 - MEMBRANE PILOT STUDY | \$179,603.00 | | Opportunities available for LOE optimization, pending final direction from CRWA |
| Task 4.0 - PRELIMINARY ENGINEERING DESIGN | \$402,390.50 | | |
| Task 5.0 - REGULATORY AGENCY COORDINATION WITH TCEQ | \$28,581.00 | | |

| | | | |
|---|---------------------|---------------------|--|
| Task 6.0 - TWDB DWSRF FUNDING APPLICATION SUPPORT SERVICES | | \$200,802.00 | Required if CRWA would like to pursue State or Federal funds opportunities |
| Task 7.0 - MEMBRANE BUILDING CRITICAL DIMENSIONS/ELEVATIONS 3D LASER SCANNING | | \$35,595.00 | Required only if PER recommendation is to expand existing membrane bldg. |
| Task 8.0 - MISC. ADDITIONAL SERVICE TASKS | \$23,389.00 | \$72,635.00 | |
| TOTAL | \$769,943.50 | \$309,032.00 | |

Per discussion at the Scope of Work Discussion meeting on 8/25/2023 with CRWA Staff and its participant entities, it is recommended that the following tasks be authorized first in a lump sum amount of \$122,848.00, with the remaining tasks be authorized at a later date.

| Task | BASIC SERVICE TASKS | ADDITIONAL SERVICE TASKS | TOTAL |
|---|---------------------|--------------------------|---------------------|
| Task 1.0 - GENERAL PROJECT MANAGEMENT AND QUALITY CONTROL | \$75,728.00 | | \$75,728.00 |
| Task 2.0 - MEMBRANE ALTERNATIVE EVALUATION Task 2.1 Data Collection and Review | \$15,040.00 | | \$15,040.00 |
| Task 3.0 - MEMBRANE PILOT STUDY Task 3.1 Pilot Testing Protocol | \$19,760.00 | | \$19,760.00 |
| Task 6.0 - TWDB DWSRF FUNDING APPLICATION SUPPORT SERVICES Task 6.1 Funding Opportunities Workshop | | \$12,320.00 | \$12,320.00 |
| TOTAL | \$110,528.00 | \$12,320.00 | \$122,848.00 |

We look forward to beginning work on this important project and appreciate the opportunity to continue serving CRWA. Should you have any questions or need additional information, please feel free to contact me via email at ysun@ardurra.com, or via phone at 713.208.9463.

Respectfully,



Yue Sun, PE, BCEE
Group Leader / Project Director

Attachment A / Detailed Scope of Engineering Services

SCOPE OF SERVICES FOR CANYON REGIONAL WATER AUTHORITY HAYS CALDWELL WATER TREATMENT PLANT NANOFILTRATION SYSTEM IMPROVEMENTS PRELIMINARY ENGINEERING DESIGN PHASE

GENERAL

Canyon Regional Water Authority (CRWA) Hays Caldwell Water Treatment Plant (HC WTP) provides treated water to Maxwell Water Supply Corporation, Martindale Water Supply Corporation, Crystal Clear Special Utility District, and County Line Specific Utility District. Following planned capacity improvements, treated water will also be pumped to the city of San Marcos. The plant is currently rated for 3.44 MGD and is being upgraded to a treated flow capacity of 6 MGD, with the exception of the existing prefilters and membrane filtration system. The existing membrane system is Koch Targa II membrane filters which are failing and no longer manufactured. The purpose of this project is to upgrade the existing prefilter system and replace the existing Koch Targa II membranes. The replacement membranes will need to provide a production capacity of 6 MGD with a N+1 configuration.

The general scope of work includes preliminary engineering design of the following components based on a site visit and scoping meeting conducted on July 5, 2023:

- Demolition of existing membrane prefilters, membrane racks, and all ancillary components inside the existing membrane building and replacement with new membranes and associated subsystems and components such as membrane feed pumps, prefilters/strainers, backwash pumps, air scour blowers & compressors, clean-in-place system (CIP tank, CIP pumps, CIP chemical transfer pumps, and CIP waste handling equipment) and associated piping, valves, and actuators etc.
- Up to two (2) improvement alternatives will be evaluated for the membrane building improvements. Potential alternatives include the following and will be refined during the preliminary engineering evaluation: 1) expansion of the existing membrane building to provide additional space to house new equipment; 2) construction of a new membrane building to house new equipment.
- Associated architectural, structural, HVAC plumbing and fire protection, electrical, instrumentation control SCADA, and site civil work for the proposed improvements.

Upon receipt of notice to proceed, Engineer shall conduct alternative evaluation and development studies and perform preliminary engineering design service. Preparation of final design construction contract documents, assistance during bidding phase, engineering services during construction, commissioning and startup services, and application engineering services, will be included in future contract amendments.

Attachment A / Detailed Scope of Engineering Services

SCOPE OF WORK

The scope of work presented below describes the base level of services for this project by project task. Unless noted otherwise, all deliverables will be electronic PDF.

TASK 1.0 – PROJECT MANAGEMENT AND QUALITY ASSURANCE (BASIC SERVICE TASK)

1.1. Project Work Plan

Engineer will prepare a written project work plan that outlines the project scope and establishes procedures and protocol for executing the project. The project work plan will include: the scope of work; schedule; organizational structure; communications plan; document management procedures; and quality management procedures. The project work plan will be dynamic in nature and therefore periodically updated as required; action items and decisions will be tracked in an Action Item List and Decision Log.

Deliverables: Project Work Plan

1.2. Project Progress Meetings

Engineer will conduct an initial kickoff meeting with CRWA and its participant entities to introduce project team members, establish protocol and lines of communication, review project goals and objectives, gather all available documents pertinent to the project, and review the scope of work, and schedule.

Monthly progress meetings will be held during the course of the project with the CRWA staff and its participant entities to discuss aspects of the project tasks presently underway, review progress, project schedule, and upcoming issues. These meetings will generally be about two hours in duration. The appropriate Engineering team members shall attend the meetings to discuss pertinent issues. Up to four (4) progress meetings are planned for this Preliminary Engineering Phase of the project. Engineer will prepare draft meeting minutes within seven business days to submit to CRWA for review and distribution to its participant entities. Final minutes will be issued after incorporating review comments.

All meetings will be held via Teams.

Deliverables: Meeting agenda and minutes

1.3. Project Team Coordination

Engineer will conduct regular coordination meetings with design team and subconsultants to coordinate design tasks, review all project elements, to facilitate development of preliminary engineering design. Up to six (6) internal team coordination meetings are planned for the Preliminary Engineering Phase of the project.

1.4. Quality Assurance/Quality Control

Engineer will perform quality assurance/quality control procedures during the project phase. These procedures will include a technical review of interim deliverables by senior technical advisors who are not directly involved with the project. The technical review will provide comments and suggestions concerning the various project deliverables for incorporation prior to

Attachment A / Detailed Scope of Engineering Services

submitting to CRWA for review and distribution to its participant entities. A half-day internal review meeting will be conducted for the Draft Preliminary Engineering Report to discuss technical review comments.

Deliverables: Internal documentation of technical reviews and response logs

1.5. Project Monthly Progress Report and Invoices

Engineer will track and update the budget, schedule, progress of work, and potential changes to the scope of work. Engineer will provide a project status report and submit it with monthly invoice. The project status report will include summary of work completed to date, work planned for upcoming month, and schedule update as needed.

Deliverables: Project status reports and monthly invoices

Phase 1 Conceptual Design /Basis of Design Technical Memorandum

TASK 2.0 – MEMBRANE ALTERNATIVE EVALUATION (BASIC SERVICE TASK)

2.1. Data Collection and Review

Engineer will obtain and review available historical water quality data, plant operation data, operation reports, and other pertinent records, including but not limited to:

- Plant flows for last 5 years
- Available water quality data throughout treatment processes for last 5 years
- Plant disinfection CT study
- Electrical power billing record for last 5 years
- Any improvement projects and study reports since the commission of the plant

Engineer will prepare a data request list and review with CRWA at the Kick-off meeting. It is assumed data requested will be provided to the Engineer in an electronic format. Upon receiving the data, the Engineer will review, analyze, and perform a water balance analysis to develop the basis of design flow and hydraulic loading for the membrane improvements.

During the course of the project Engineer may identify other pertinent documents such as existing equipment O&M manuals and will make a request to CRWA.

2.2. Alternative Development and Conceptual Design

Under Phase 1, Engineer will evaluate membrane alternatives for the improvements. Engineer will utilize historical water quality data, full-scale membrane operation and performance data, and previous available pilot study report and studies to develop a process flow diagram, preliminary design parameters, conceptual equipment sizing and layout, planning level cost estimates in the alternative evaluation. Up to three (3) membrane systems (polymeric and ceramic) will be included in this evaluation.

Each of the three alternatives will be conceptually developed in sufficient details to conduct a present worth cost analysis.

Deliverables: Basis of Design Tech Memo Presenting Membrane Conceptual Design and Evaluation

Attachment A / Detailed Scope of Engineering Services

2.3. Alternative Evaluation

Engineer will evaluate membrane alternatives using criteria developed under Workshop 1 as described below. Engineer will develop conceptual level construction and O&M costs and non-cost screening criteria for each of the alternatives. Engineer will prepare a Technical Memorandum that documents alternative development, presents the evaluations, and recommends proposed improvement for pilot testing. Engineer will recommend up to two (2) membrane systems that best meet project goals for subsequent pilot study.

Deliverables: Basis of Design Tech Memo Presenting Membrane Conceptual Design and Evaluation

2.4. Workshops

Engineer will conduct a series of workshops during this phase with CRWA and its participant entities. Appropriate staff from Ardurra team, experienced in the individual topics to be covered at the workshops, will be available as needed to participate in each workshop. Engineer will provide a summary following each of the workshops, documenting the outcome and presenting action items to be completed.

- **Workshop 1 –Membrane Alternative Development.** A 2-hour workshop will be conducted to discuss alternative membrane technologies that may be evaluated for the membrane conceptual evaluation. The workshop will be conducted in conjunction with one of the Progress Meetings.

Both cost and non-cost evaluation criteria will be developed. The workshop will be conducted after historical facility operational and performance data have been gathered and analyzed. An example of evaluation criteria is provided in Table 1. This will be further refined with CRWA and its participant entities during the workshop.

CRWA and its participant entities will provide primary input as to the relative importance or weighting of the criteria. Subsequent Evaluations will be performed for the alternatives that are selected and agreed upon by CRWA and its participant entities.

Table 1 – Alternative Evaluation Criteria

| | Evaluation Criteria | Weight |
|----------|---|--------|
| Cost | Capital Cost | TBD |
| | O&M Cost | TBD |
| | Life Cycle Costs | TBD |
| Non-Cost | Operational Flexibility and Complexity | TBD |
| | Maintenance Requirements | TBD |
| | Site Impacts & Expandability | TBD |
| | Ease of Implementation and Constructability | TBD |

Attachment A / Detailed Scope of Engineering Services

| | | |
|--|--------------------------|-----|
| | Impacts on Water Quality | TBD |
|--|--------------------------|-----|

Deliverables: Workshop agenda and summary.

- **Workshop 2 – Alternative Ranking and Selection.** A 2-hour workshop will be conducted to discuss the membrane alternative evaluations and to conduct an alternative matrix analysis that ranks the alternatives based on weighted cost and non-cost criteria. The workshop will be conducted after alternatives evaluation and conceptual design is complete. Up to two (2) membrane technologies will be recommended for subsequent membrane pilot study. The workshop will be conducted in conjunction with one of the Progress Meetings.

Deliverables: Workshop agenda and summary.

TASK 3.0 – MEMBRANE PILOT STUDY (BASIC SERVICE TASK)

Following selection of membrane alternatives, a membrane pilot test will be conducted to develop full-scale design criteria and obtain regulatory approval from TCEQ. The pilot test will be conducted on the selected membrane system(s).

3.1. Pilot Testing Protocol

Engineer will develop a pilot testing plan that will be a comprehensive guide to the activities to be undertaken during the pilot phase investigations. The pilot testing protocols will outline and address the following:

- Objectives and goals.
- State requirements for membrane pilot testing.
- Raw water quality and treatment goals.
- Pilot layout, design criteria, ancillary requirements.
- Schedule.
- Testing procedures and description of operations.
- Testing matrix outlining the conditions, flows, loadings, duration, runs, and other relevant information for each proposed testing series.
- Water quality sampling, testing, and monitoring. It is assumed that CRWA will pay for laboratory testing. Analytical testing can be handled either via their in-house or contract testing laboratory. Engineer will assist to identify certified laboratories.
- Quality Assurance/Quality Control (QA/QC) procedures.
- Roles, responsibilities, and communications.
- Data collection, processing and reporting.

The Pilot testing protocol will be developed following TCEQ guidance for membrane pilot testing. The pilot study protocol will be submitted to CRWA for distribution to its participant entities for review comments. Upon incorporating review comments, the final test protocol will be submitted to TCEQ and comments will be incorporated into the Final Protocol prior to implementation.

Engineer will coordinate with membrane suppliers and obtain pilot equipment data (dimensional drawings, design loading, hydraulics, analyzers and instruments, power requirements, etc.) and

Attachment A / Detailed Scope of Engineering Services

discuss the approved Pilot Testing Protocol with the membrane system supplier. This is to ensure that the supplier understands pilot testing requirements, data monitoring, and reporting, to meet expectation for subsequent pilot study report submittal.

Deliverables: Draft and Final Pilot Study Protocol.

3.2. Pilot Plant Facilities

The pilot plant will consist of membrane module pilot skids from the membrane system supplier(s), to mimic the full-scale treatment process as proposed for the improvements.

Pilot Facilities Design Document Development: Engineer will develop design documents of the pilot facilities for inclusion in the membrane pilot protocol. The documents will include:

- One line drawing indicating electrical supply and feed requirements.
- Process flow schematics indicating the arrangement of components, interconnection pipe sizes, valves & fittings, and other information.
- Raw water supply general layout drawings.
- Disposal of treated water, waste backwash water, chemical cleaning waste after neutralization.
- General plan view showing arrangement of equipment and key components.

Engineer will also assist to identify chemical suppliers that would be required for the pilot testing, estimated chemical quantities and obtained chemical safety handling procedures. It is assumed that pilot testing chemicals will be paid for by CRWA.

Pilot Facilities Installation and Start-up Assistance: The membrane system supplier is responsible for procuring pilot equipment in accordance with the membrane pilot facility design document. Construction of the pilot facilities, installation of the equipment, and demolition of the pilot facilities will be handled by the membrane system supplier. Shipping and unloading of the pilot equipment shall also be handled by the membrane system supplier. Engineer will coordinate delivery schedule with CRWA.

Engineer will make four (4) site visits (up to 8 hours each) to oversee construction of the pilot facilities and installation of pilot testing equipment. Engineer will perform a final walkthrough to make sure pilot setup/construction and equipment installation are in accordance with the layouts prepared. This level of effort assumes two (2) personnel for each site visit.

Engineer will participate in start-up and confirm that systems are operational. This level of effort assumes two (2) personnel in the field for a total of four site visits (8 hours each) to complete installation oversight, final walkthrough, and start-up of the pilot.

3.3. Pilot Operations

Engineer will provide personnel to maintain routine operation of the pilot, monitor and collect data required from the pilot equipment in accordance with the pilot sampling, monitoring, and analysis plan outlined in the Pilot Testing Protocol. Engineer will collect field water samples (raw, membrane feed, membrane filtrate, waste backwash water, etc.), perform onsite field testing at either HC WTP or LD WTP lab, and coordinate required analyses by certified laboratories. Engineer

Attachment A / Detailed Scope of Engineering Services

will be responsible for coordinating with testing laboratory for delivery of sample bottles, chain-of-custody, and sample shipment. Engineer will document daily operation logs, event logs, field grab sample results, field issues and observations etc.

Engineer will provide one half-time staff (eight hours per day on Mondays and Wednesdays, and 4 hours per day on Fridays) to maintain operations and collect the data required from the pilot equipment. For Tuesdays, Thursdays and weekends, CRWA staff will support the pilot operations.

- Initial start-up: It is expected that following completion of the pilot equipment set up activities, one week of piloting will be performed to validate operations, establish standard operating procedures (SOPs), and prepare for routine pilot operations.
- Routine Pilot Operations: Pilot operations will be conducted for a period of up to four (4) months and will be focused on validating design criteria, operating parameters, and treatment performance. Engineer will be responsible for routine daily operation during pilot testing.
- Regular communications: Throughout the pilot testing, Engineer will conduct weekly calls with the membrane supplier to review pilot operation, performance and any field issues. It is assumed each call will be 30- minutes in length.

3.4. Pilot Study Report

Upon completion of the pilot testing, Engineer will prepare a draft pilot study report to summarize results and findings. The pilot study report will be developed in accordance with TCEQ requirements. The draft report will be submitted to CRWA for review and distribution to its participant entities for comments. Upon incorporating review comments, the final report will be submitted to TCEQ for review and approval.

Three (3) pilot testing review meetings will be held over the course of the pilot study to present interim results and findings to CRWA and its participant entities. The review meetings will be held at the end of each pilot testing stage, and it is anticipated that each meeting will be up to two hours in length.

Deliverables: Draft and Final Pilot Study Report; Pilot Testing Review Meeting Agenda and Summary.

Phase 2 Preliminary Design

TASK 4.0 – PRELIMINARY ENGINEERING DESIGN (BASIC SERVICE TASK)

The Engineer shall perform the following tasks as part of the preliminary engineering design of the project.

4.1. Preliminary Engineering Design

The Preliminary Engineering Design Phase will provide a 30% complete design of the project. It will include the Preliminary Engineering Report (PER) and 30% complete level drawings. The work under this phase will include the following items:

- Develop and finalize design criteria

Attachment A / Detailed Scope of Engineering Services

- Develop facility sizing and produce equipment data
- Perform hydraulic analyses pertinent to membrane system
- Conduct building code analysis
- Develop membrane improvements power loads and produce electrical one-line diagram
- Develop SCADA system architecture
- Develop preliminary specifications table of contents
- Develop preliminary design, including the following discipline level
 - Process and Instrumentation Diagrams (P&IDs) to 50%
 - Process Mechanical to 50%
 - Site Civil, including site, yard piping, grading, and paving plans, to 30%
 - Structural to 20%
 - Architectural to 20%
 - HVAC/Plumbing/Fire Protection to 20%
 - Electrical to 20%
- AACE Class 3 Level Opinion of Probable Construction Cost
- Preliminary Project Construction Schedule

The following subtasks will be performed in developing the Preliminary Engineering Report (PER) to determine the scope for the project to move into the Final Design. Appropriate graphics, charts, diagrams, tables, and drawings will supplement the text to provide a complete working summary document.

4.1.1 Membrane System Evaluations and 30% Drawing Development

Engineer will evaluate membrane and associated subsystem and recommend number and size of unit processes, standby equipment requirements, types of equipment to be used, and facility costs including:

- Membrane feed pumps
- Prefilters/strainers
- Membrane racks
- Backwash pumps
- CIP tank, chemical transfer pumps, and waste handling system
- Air scour blowers
- Compressed air system

Engineer will develop preliminary design drawings for the proposed improvements in accordance with the discipline level as defined above.

Proposed improvements will be designed in compliance with the requirements of applicable laws, codes, and regulations, and applicable design manuals.

4.1.2 Hydraulics

Engineer will evaluate the hydraulics associated with membrane system such that the impact of various flows can be evaluated and structures and piping properly sized. Partial hydraulic grade line drawings will be prepared. Hydraulics analysis will include membrane feed pump and strainer hydraulics, CIP pump hydraulics, CIP chemical transfer pump hydraulics, backwash pump hydraulics, and CIP waste pump hydraulics etc.

Attachment A / Detailed Scope of Engineering Services

4.1.3 Discipline Support Activities

As a portion of the Preliminary Engineering Report, the following items will be evaluated and included in the overall report preparation. In general, discipline design considerations will follow the same design philosophy that was established in the original design, unless otherwise directed by CRWA:

- Civil and Site Work – PER will address grading, paving, drainage, stormwater mitigation.
- Structural Design – PER will identify building codes that will apply to the design and develop structural design for expansion of existing building vs new building.
- Architectural Design – PER will address the architectural design of the existing Building expansion and modifications required vs new building. Plan views and representative sections for the buildings will be included in the PER.
- HVAC, Plumbing, and Fire Protection – PER will address the HVAC, plumbing and fire protection requirements for the proposed improvements for building expansion and new building alternatives.
- Electrical Design – PER will discuss the power requirements for the proposed improvements, develop electrical load list and one-line diagrams, and electrical room layout for the existing building expansion and new building options.
- Instrumentation, Control, and SCADA Design – PER will present instrumentation and control philosophy and develop the preliminary process and instrumentation diagrams and SCADA system architecture. Evaluate SCADA HMI and integration for the proposed improvements.

4.1.4 Preliminary Cost Estimates

Engineer will prepare a quantity take-off and develop preliminary opinions of probable construction costs (OPCC) for construction in accordance with AACE Class 3. The cost estimating assumptions and cost summaries will be included in the PER.

4.1.5 Constructability Review and Overall Construction Schedule

Engineer will identify potential construction constraints and develop a construction sequencing and staging plan in order to maintain plant operation during the expansion. Engineer will address constructability concerns and determine the overall construction schedule for the proposed improvements.

4.1.6 Preliminary Engineering Report

Engineer will prepare a PER that will incorporate the above items evaluated in the Preliminary Engineering Design Phase and present the proposed plans in the PER. The PER will include plant design criteria and the proposed list of major equipment, preliminary layouts of facilities, structures and buildings, P&IDs, site plan and yard piping layouts, driveways, and electrical facilities.

A draft Table of Contents for this deliverable is as follows:

Attachment A / Detailed Scope of Engineering Services

- Executive Summary
- Section 1 – Introduction and Project Background
- Section 2 – Historical Data Review
- Section 3 – Water Balance and Basis of Design Flow
- Section 4 – Membrane Expansion Alternative Evaluation
- Section 5 - Architectural Design Considerations
- Section 6 – Structural Design Considerations
- Section 7 – HVAC, Plumbing, and Fire Protection
- Section 8 – Electrical Design Considerations
- Section 9 – Instrumentation, Control and SCADA Design
- Section 10 – Civil and Site Work
- Section 11–Construction Schedule and OPCC

Deliverables: Electronic submittal of draft and final Preliminary Engineering Reports, and 30% Level Drawings

4.2. Specific Workshops

Engineer will conduct two workshops during the Preliminary Engineering Design phases with CRWA and its participant entities to develop project direction for various items related to the project. Engineer will provide a summary document following each of the workshops, documenting the outcome and presenting action items to be completed.

4.2.1 Membrane Building Alternative

Two membrane building alternatives will be evaluated, including 1) expanding existing membrane building to accommodate the proposed improvements; 2) constructing a new membrane building for the proposed improvements. The building alternative evaluation workshop will review preliminary layout of each building alternative, site plan, architectural design consideration, structural design requirements, building mechanical, electrical room layout, instrumentation, control and SCADA integration aspects of each alternative. This workshop is anticipated to be no more than two hours in length and will be conducted via Teams in conjunction with one of the Progress Meetings.

Deliverables: Workshop Agenda and Minutes

4.2.2 PER Review Workshop

A review workshop with CRWA and its participant entities will be conducted for the Preliminary Engineering Design phase. This workshop will be held approximately two weeks following submittal of the draft Preliminary Engineering Design deliverable to provide time for CRWA and its participant entities review, and comment collection & compiling. Following their review, CRWA and its participant entities will provide written comments to the Engineer. Engineer will then provide a written response to these comments and incorporate revision in the final PER. The review workshop will be approximately 4 hours and will be conducted via Teams.

Deliverables: Workshop Agenda and Review Comment & Response Log

TASK 5.0 – REGULATORY AGENCY COORDINATION WITH TCEQ AND LOCAL GOVERNMENTAL AUTHORITIES (BASIC SERVICE TASK)

Attachment A / Detailed Scope of Engineering Services

5.1. TCEQ Coordination Meetings

Engineer will coordinate and attend up to two (2) virtual meetings with TCEQ regarding the project. Each meeting is anticipated to be one hour in length. Potential topics to cover may include process design criteria, the potential for obtaining exceptions, key regulatory review components, and review workflow process for the proposed improvements.

Deliverables: Meeting agenda and minutes

5.2. Local AHJ Coordination Meetings

Engineer will coordinate and attend up to two (2) virtual meetings with local authority having jurisdiction (AHJ) regarding the project. Each meeting is anticipated to be one hour in length. Potential topics to cover may include process design criteria, the potential for obtaining exceptions, key regulatory review components, and review workflow process for the proposed improvements.

Deliverables: Meeting agenda and minutes

5.3. Regulatory Review and Permit Checklist

Engineer will conduct a preliminary assessment to identify project related code and permit requirements, develop a regulatory and permit review checklist to outline deliverable milestones, regulatory and permit review timeline, and proposed schedule for compliance. The project Regulatory and Permit Review Checklist will be included in the PER.

Deliverables: Regulatory and Permit Review Checklist

5.4. PER TCEQ Submission

Engineer will coordinate external regulatory review with TCEQ to ensure compliance with TCEQ rules and regulations. Engineer will submit Preliminary Engineering Report to TCEQ for review. Upon receipt of review comments, Engineer will address and incorporate in the Final PER.

Deliverables: PER and TCEQ Comments and Response Log

TASK 6.0 – TWDB DWSRF FUNDING APPLICATION SUPPORT SERVICES (ADDITIONAL SERVICE TASK)

Engineer will perform the following tasks in support of the project funding application. Since the improvements are anticipated within the existing WTP site, US ACE permit, threatened and endangered species habitat evolution, Archaeological Pedestrian Survey are not included in the following funding services.

6.1. Funding Opportunities Workshop

Engineer will conduct a workshop with CRWA and its participant entities to identify available project funding sources such as TWDB SWIFT, TWDB DWRSF, and EPA WIFIA, review project eligibility, application process, document requirements, and timeline etc. to support the improvements project. The workshop is anticipated to be two (2) hours in length.

Deliverables: Workshop Agenda and Meeting Minutes

Attachment A / Detailed Scope of Engineering Services

6.2. Funding Application Assistance

6.2.1 TWDB SWIFT Funding Application and Processing

Prepare an application and necessary exhibits for funding assistance from the Texas Water Development Board (TWDB) through the SWIFT funding mechanism and submit the application by the statutory deadline.

Coordinate with TWDB as necessary to complete the application.

6.2.2 TWDB DWSRF Funding Application and Processing

Prepare an application and necessary exhibits for funding assistance from the Texas Water Development Board (TWDB) through the Drinking Water State Revolving funding mechanism by completing the DWSRF IUP Solicitation Packet – Project Information Form.

Prepare an application and necessary exhibits for funding assistance from the TWDB through the Drinking Water funding mechanism by completing the DWSRF application and supporting exhibits.

Coordinate with TWDB as necessary to complete the application.

6.2.3 A Third Funding Application and Processing

Depending upon recommendation from the funding opportunity workshop, prepare a third application and necessary exhibits for funding assistance from the identify state or federal funding mechanism and submit the application.

Coordinate with funding agency as necessary to complete the application.

6.3. Environmental Review Services for TWDB Funds

Engineer will prepare necessary environmental documents required in support of the funding application, in accordance with National Environmental Policy Act (NEPA) regulations and applicable TWDB guidance. The Environmental Information Document (EID) will be prepared using TWDB-0801 form. The EID will include the project area within the current plant boundaries and an area outside the current fence line where the new 24-inch water line will be routed through. Engineer will coordinate with regulatory agencies, including but not limited to the US Army Corps of Engineering, US Fish & Wildlife Service, Texas Historical Commission, Texas Parks and Wildlife Department, and Department of Agriculture etc. The draft document will be submitted to CRWA for review, distribution to its participant entities, and comment. Engineer will incorporate the comments in the final document and submit to TWDB.

Engineer will coordinate with CRWA and conduct a Public Meeting as part of the TWDB EID requirements. Engineer will prepare a Public Meeting Notice for CRWA to use and publish in local newspaper 30 days in advance of the meeting. Engineer will prepare meeting materials including sign-in sheet, PowerPoint presentation, and meeting hand-outs. CRWA will be responsible for publishing the Notice in local newspaper and providing a local source for public to view the EID document prior to the meeting.

Upon completion of the Public Meeting, Engineer will include public participation documentation such as publisher's affidavit and a copy of the meeting notice, statement signed by CRWA, meeting sign-in sheet, meeting summary, and comments received and responses in the final EID.

Engineer will coordinate and address TWDB comments received to obtain final approval.

Attachment A / Detailed Scope of Engineering Services

Deliverables: Draft and Final EID
Public Meeting Notice
Public Meeting Materials including sign-in sheet, handout (up to 10 copies),
and PowerPoint Presentation
Public Meeting Participation Documentation

6.4. Engineering Feasibility Report for TWDB Funds

Engineer will prepare an Engineering Feasibility Report (EFR) and submit it to TWDB for funding application support. The report will be prepared in accordance with TWDB Guidance Document TWDB-0555 and include the following information: project general description, alternatives, project site conditions, treatment processes and design criteria, alternative methods for project delivery (if applicable), project cost and implement schedule, etc. The EFR will include the project components related to the membrane improvements.

Engineer will use the Preliminary Engineering Report as a basis to develop the EFR. Engineer will submit the draft EFR to CRWA for distribution to its participant entities for review, and Engineer will incorporate review comments in the final report.

Engineer will coordinate with TWDB and address TWDB's review comments for final approval.

Deliverables: Draft and Final EFR

6.5. Ongoing Coordination with Funding Agencies and Misc. Supporting Documents

The Engineer will provide ongoing coordination with funding agencies over the duration of the project PER phase and misc. supporting documents and deliverables necessary for the completion of the identified funding applications.

Engineer will coordinate and provide information for funding agency submittals and requests. Engineer will attend no more than two (2) virtual meetings with CRWA and its participant entities, and funding agencies regarding the project. Each meeting is anticipated to be one hour in length.

Deliverables: Meeting agenda and minutes

TASK 7.0 – MEMBRANE BUILDING CRITICAL DIMENSION/ELEVATION 3D LASER SCANNING (ADDITIONAL SERVICE TASK)

If PER recommendation is to proceed with expanding the existing building, this task will be required in order to capture critical dimensions and elevations for final design development due to the poor quality of available Record Drawings.

Engineer will perform detailed as-built survey of the interior of the Membrane building using high-definition 3D laser scanning (Terrestrial LiDAR) Trimble 3D Laser scanning systems. Horizontal (NAD83) and Vertical (NAVD88) control will be established and transferred into the building. The High-Definition Survey will capture data with sub-centimeter level accuracy and detail to create a 3D pointcloud replicating the as-built conditions. The 3D point cloud will be processed and exported to 2D CAD environment to create a complete CAD drawing of the building's interior infrastructure.

Attachment A / Detailed Scope of Engineering Services

TASK 8.0 – MISCELLANEOUS ADDITIONAL SERVICE TASKS

These items are not part of the basic engineering services and will be added to the scope of services upon written authorization from CRWA. The services provided under this task will be used at CRWA's discretion on an as-needed basis.

8.1. CRWA Board Meetings

Engineer attend CRWA in-person meetings to provide project update and information to the CRWA Board of Managers, Construction Committee, and Board of Trustees over the course of project PER phase. These meetings will occur once a month. It is assumed no more than 27 meetings during the PER phase.

8.2. Feasibility Study for Taste and Odor (T&O) Control

The HC WTP has experienced seasonal fluctuations of earthy/musty T&O which is derived from the presence algal by-products such as methylisoborneol (MIB) and geosmin. There are several potential strategies for T&O control that include the addition of powdered activated carbon (PAC), adsorption using granular activated carbon (GAC) contactors and advanced oxidation processes (AOPs). The AOPs include ozone/hydrogen peroxide oxidation and ultraviolet (UV) light/hydrogen peroxide oxidation. Engineer will conduct a desktop, qualitative assessment of the available strategies.

The Engineer will contract with a specialist laboratory to conduct bench-scale tests that will include:

- Adsorption tests for PAC type, dose and contact time. Up to three kinds of PACs will be tested.
- Rapid small scale column tests (RSSCTs) to determine GAC loading rates, empty bed contact time (EBCT) and replacement frequency. Up to three RSSCTs will be performed.

Bench-scale tests will be conducted by spiking with MIB to simulate the worst-case water quality conditions.

Engineer will use the bench-scale test results and prepare life-cycle costs for each T&O alternative. From the desktop assessment findings, bench-scale test results and life-cycle cost estimates, the Engineer, in consultation with CRWA and its participant entities, will identify the best strategies for the full-scale plant consideration.

Deliverable: Tech Memo Summarizing Findings from Feasibility Study

8.3. HC WTP Misc. Enhancement

Per discussion with CRWA, it is desired to enhance current design of splitter box and chemical mixing mechanism in the Improvements project to enhance chemical mixing efficiency. Engineer will review the current design and propose modifications for design revisions.

Attachment A / Detailed Scope of Engineering Services

In addition, CRWA staff expressed maintenance concerns with the proposed decant ponds. A better solution is desired by CRWA staff for plant residual handling. Engineer will perform a preliminary engineering design to look at alternatives for improving plant residual handling process. Recommendations can be incorporated in the final design of the membrane improvements project.

Deliverable: Tech Memo Summarizing Residual Handling Improvements

TASK 9.0 – OTHER SERVICE TASKS, CLARIFICATIONS AND EXCLUSIONS

Other service tasks will be negotiated with CRWA as needed, including additional studies and investigation as required to support recommended solution and/or as required to address system which may become affected as a result of the proposed work but not originally envisioned or as added by CRWA. These other services may include the following and will be authorized by CRWA in writing for an additional fee as agreed upon by CRWA and the Engineer:

1. Any additional meetings, outside of those listed herein
2. Pilot study analytical laboratory testing
3. Pilot plant construction and pilot equipment
4. Pilot testing chemicals
5. Hydraulic transient analysis
6. Topographic survey performed in the HC WTP Improvements project will be used. Any additional survey that is needed as identified during the PER phase will be performed in the final design.
7. Any off-site survey work outside the plant fence line
8. Subsurface utility engineering
9. Geotechnical Report performed in the HC WTP Improvements project will be used. Any additional geotechnical borings and laboratory testing that may be needed as identified during the PER phase will be performed in the final design.
10. Phase 1 and Phase 2 environmental site assessment (ESA)
11. USACE Permitting
12. Archeological investigation Services
13. ACI-ADI review for ADA compliance (anticipated for the final design phase)
14. Computational fluid dynamics (CFD) modeling
15. Electrical studies such as short circuit, coordination, motor starting, and arc flash studies (anticipated for the final design phase)
16. Plant-wide security system design
17. FAA permitting
18. Physical laboratory scale modeling
19. Drawings will be developed in 2D version of AutoCAD
20. Site landscaping



August 10, 2023

Yue Sun, PE
Water Treatment Practice Leader/ Sr. Project Manager
Ardurra Group, LLC
3115 Allen Pkwy Suite 300
Houston, TX 77019

Dear Ms. Sun,

Thank you for the opportunity for KWH Engineering to provide HVAC engineering consulting service for the Canyon Regional Water Authority Hays Caldwell WTP Nanofiltration System Improvements project. We are pleased to propose the followings for our scope and fee.

Scope:

Preliminary Design Phase

- Assess the HVAC/Plumbing/Fire Protection requirements for two (2) improvement alternatives for the membrane building improvements, including:
 - 1) Expansion of the existing membrane building
 - 2) Construction of a new membrane building to house new equipment
- The HVAC/Fire Protection tasks include project kickoff, information/data collection, code review and analysis, confirmation of design criteria, site visit, development of PDR, OPCC, and development 2D schematic layout (20% level design), etc.

Fee:

| | |
|---------------------------------|-----------------|
| Project Management: | \$720 |
| Preliminary Engineering Design: | \$16,920 |
| Total (lump sum): | <u>\$17,640</u> |

Assumption:

One site visit (conducted on July 5, 2023). Any additional site visits will incur an extra fee upon request.

Thank you very much! We are excited and look forward to working with you on this project!

Sincerely,

Sophi Feng, PE

Manager

KWH Engineering LLC

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|-------------|---|----------------------|
| 11/13/2023 | CHANGE ORDER NO. 2 WITH RAM 2 UTILITIES | CRWA 23-11-072 |

INITIATED BY

JOHN KAUFMAN

STAFF RECOMMENDATION

Approve Change Order No. 2 with Ram 2 Utilities to replace the proposed 36-inch split steel pipe at Santa Clara Road with a 42-inch split steel casing pipe for a cost not to exceed \$11,522.31 in support of the IH-10 Transmission Line Project.

BACKGROUND INFORMATION

The purpose of Change Order No. 2 is to replace the proposed 36-inch split steel casing pipe at Santa Clara Road with a 42-inch split steel casing pipe, resize the casing spacers, and provide for additional trench protection and spoils removal, labor, and equipment to complete the pipe installation. The larger split casing size will allow for a future, larger-diameter carrier pipe. The increased cost for the larger split casing (\$11,522.31) is reimbursable from TxDOT.

FINANCIAL IMPACT

The cost of Change Order No. 2 is \$11,522.31, which is reimbursable from TxDOT.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-072

BE IT RESOLVED that Change Order No. 2 with Ram 2 Utilities to replace the proposed 36-inch split steel pipe at Santa Clara Road with a 42-inch split steel casing pipe for a cost not to exceed \$11,522.31 in support of the IH-10 Transmission Line Project is approved.

Adopted this 13th day of November 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

CHANGE ORDER NO.: 2

Owner: Canyon Regional Water Authority Owner's Project No.: _____
 Engineer: Utility Engineering Group, PLLC Engineer's Project No.: 6084-08
 Contractor: RAM II General Contractor, Inc. Contractor's Project No.: _____
 Project: Canyon Regional Water Authority – 2022 IH-10 TxDOT Water Main Relocations
 Contract Name: CRWA – 2022 IH-10 TxDOT Water Main Relocations
 Date Issued: _____ Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:


Description:

Change Order No. 2 includes the replacement of the proposed 36-Inch split steel casing pipe at Santa Clara Road with 42-Inch split steel casing pipe. In addition to the casing pipe diameter change and resizing of the casing spacers, the change order includes additional trench protection, spoils removal, and the additional labor and equipment required for the installation. The casing size increase will allow for a future, larger diameter, carrier pipe.

Attachments:

Change Order No. 2 tabulation spreadsheet and exhibit.

| Change in Contract Price | Change in Contract Times |
|---|--|
| Original Contract Price: \$ <u>425,068.50</u> | Original Contract Times: Substantial Completion: <u>120</u> Ready for final payment: <u>150</u> |
| Increase/Decrease from previously approved Change Orders: \$ <u>104,833.40</u> | Increase/Decrease from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> |
| Contract Price prior to this Change Order: \$ <u>529,901.90</u> | Contract Times prior to this Change Order: Substantial Completion: <u>120</u> Ready for final payment: <u>150</u> |
| Increase this Change Order: \$ <u>11,522.31</u> | Increase/Decrease this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> |
| Contract Price incorporating this Change Order: \$ <u>541,424.21</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>120</u> Ready for final payment: <u>150</u> |

Recommended by Engineer (if required)
 By: 
 Title: Project Manager – Utility Engineering Group
 Date: 10/9/2023

Authorized by Owner

Canyon Regional Water Authority

Acknowledged by Contractor
 By: _____
 Title: _____
 Date: _____



Canyon Regional Water Authority
 850 Lakeside Pass, New Braunfels, TX 78130
 Potable Water Transmission



RAM II Construction Costs

Project Name and Phase: CRWA - TxDOT IH-10 Water Transmission Main Relocations
 Owner: Canyon Regional Water Authority
 Engineering Firm: Utility Engineering Group, PLLC
 Project Number: 6084-08
 Water EDUs:
 Completed by: DK

Date: 10/9/23

| Bld Item | Bid Item Description | Current Contract | | | | Change Order No. 2 | | | |
|--------------------------------|---|------------------|------|---------------|---------------|--------------------|-------|----------------|----------------|
| | | Quantity | Unit | Unit Price | Total Cost | Quantity | Unit | Unit Price | Total Cost |
| 1 | BONDS, MOBILIZATION, PREP ROW & INSURANCE | 1 | LS | \$ 35,000.00 | \$ 35,000.00 | 1 | LS | \$ 35,000.00 | \$ 35,000.00 |
| 2 | TRENCH EXCAVATION PROTECTION | 355 | LF | \$ 10.00 | \$ 3,550.00 | 178 | LF | \$ 10.00 | \$ 1,780.00 |
| 3 | HYDROSTATIC TEST | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 4 | MATERIAL TESTING | 1 | LS | \$ 4,500.00 | \$ 4,500.00 | 1 | LS | \$ 4,500.00 | \$ 4,500.00 |
| 5 | SITE PREPARATION | 355 | LF | \$ 15.00 | \$ 5,325.00 | 355 | LF | \$ 15.00 | \$ 5,325.00 |
| 6 | TRAFFIC CONTROL | 1 | LS | \$ 12,000.00 | \$ 12,000.00 | 1 | LS | \$ 12,000.00 | \$ 12,000.00 |
| 7 | 24" HDPE DR 9 IPS WTR LN (OPEN CUT) | 202 | LF | \$ 400.00 | \$ 80,800.00 | 202 | LF | \$ 400.00 | \$ 80,800.00 |
| 8 | 36" STEEL CASING (OPEN CUT) W/CASING SPACERS | 171 | LF | \$ 575.00 | \$ 98,325.00 | 171 | LF | \$ 575.00 | \$ 98,325.00 |
| 9 | 36" SPLIT STEEL CASING (OPEN CUT) W/CASING SPACERS | 153 | LF | \$ 630.00 | \$ 96,390.00 | 153 | LF | \$ 630.00 | \$ 96,390.00 |
| 10 | TIE-IN (COMPLETE)(24 IN) | 2 | EA | \$ 10,000.00 | \$ 20,000.00 | 2 | EA | \$ 10,000.00 | \$ 20,000.00 |
| 11 | PIPE FITTINGS | 1 | LS | \$ 11,250.00 | \$ 11,250.00 | - | LS | \$ 11,250.00 | \$ - |
| 12 | ASPHALT PAVEMENT REPAIR | 8 | SY | \$ 225.00 | \$ 1,800.00 | 8 | SY | \$ 225.00 | \$ 1,800.00 |
| 13 | REMOVAL OF EX. WATER MAIN | 201 | LF | \$ 120.00 | \$ 24,120.00 | 201 | LF | \$ 120.00 | \$ 24,120.00 |
| 14 | REMOVAL OF EX. CASING PIPE | 21 | LF | \$ 160.00 | \$ 3,360.00 | 21 | LF | \$ 160.00 | \$ 3,360.00 |
| 15 | STABILIZED CONSTRUCTION ENTRANCE | 3 | EA | \$ 6,000.00 | \$ 18,000.00 | 2 | EA | \$ 6,000.00 | \$ 12,000.00 |
| 16 | SILT FENCE | 481 | LF | \$ 4.50 | \$ 2,164.50 | 229 | LF | \$ 4.50 | \$ 1,030.50 |
| 17 | ROCK BERM | 28 | LF | \$ 53.00 | \$ 1,484.00 | 28 | LF | \$ 53.00 | \$ 1,484.00 |
| 18 | SITE RESTORATION, FINAL GRADE, & REVEGETATION | 1 | LS | \$ 4,500.00 | \$ 4,500.00 | 1 | LS | \$ 4,500.00 | \$ 4,500.00 |
| 19 (CO 1) | 30" HDPE DR 11 DIIPS WTR LN (OPEN CUT) & 42" STEEL CASING (OPEN CUT) W/CASING SPACERS. | 1 | LS | \$ 104,833.40 | \$ 104,833.40 | 1 | LS | \$ 104,833.40 | \$ 104,833.40 |
| 20 (CO 2) | ZUEHL ROAD BORE CREDIT TO CRWA (FOR CASING PIPE INSTALLATION BY OPEN CUT) | | | | | 1 | LS | \$ (28,386.00) | \$ (28,386.00) |
| 21 (CO 2) | SANTA CLARA ROAD CASING RESIZING TO 42" SPLIT STEEL CASING * | | | | | 153 | LF | \$ 83.00 | \$ 12,699.00 |
| 22 (CO 2) | SANTA CLARA ROAD CASING RESIZING TO 42" SPLIT STEEL CASING ADDITIONAL LABOR AND EQUIPMENT | | | | | 1 | EA | \$ 3,533.40 | \$ 3,533.40 |
| 23 (CO 2) | SANTA CLARA ROAD CASING SPACER RESIZING* | | | | | 49 | EA | \$ 179.14 | \$ 8,777.86 |
| 24 (CO 2) | SANTA CLARA ROAD ADDITIONAL TRENCH PROTECTION | | | | | 153 | LF | \$ 7.95 | \$ 1,216.35 |
| 25 (CO 2) | SANTA CLARA ROAD ADDITIONAL SPOILS | | | | | 153 | LF | \$ 1.90 | \$ 290.70 |
| 26 (CO 2) | SANTA CLARA ROAD ADDITIONAL TRENCH PLATING | | | | | 1 | EA | \$ 2,487.00 | \$ 2,487.00 |
| 27 (CO 2) | SANTA CLARA ROAD DETOUR/TRAFFIC CONTROL | | | | | 1 | Month | \$ 31,058.00 | \$ 31,058.00 |
| CONSTRUCTION COST TOTAL | | | | | \$ 529,901.90 | | | | |
| | | | | | | \$ 541,424.21 | | | |



CHANGE ORDER

Date: 05/23/23

Project Name: CRWA TXDOT IH10 WATER TRANSMISSION MAIN RELOCATIONS

Change Order #: 003 REV 1

Change Order Description:

ADD for 42" Casing and resized casing spacers - 153 LF per Engineer instructions. To replace base bid 36" casing - USING OPEN CUT METHOD at Santa Clara Road. Per TXDOT changes - one side of road using Open Cut - then moved over to next lane. We have included a Traffic Control/Detour Plan - includes platting the trench at night.

MATERIALS:

1. 153 LF of 42" Casing - \$83.00 /LF = \$12,699.00
2. 49 Each Resized Casing Spacers at \$179.14 /Spacer = \$8,777.66
2. Added trench protection - \$7.95 /LF = \$1,216.35
3. Added spoils amount - \$1.90 /LF = \$290.70
4. Add for Steel Platting of Trenches - \$2,487.00
5. Add for Detour/Traffic Plan - \$27,147.00

CREDIT:

I removed the amount of the credit from each line item ADD. The difference is reflected in the pricing

LABOR:

ADD for additional time to install 42" Casing over 36" Casing at \$2,253.60

ADD for additional set up and take down time for Traffic Control - \$3,911.00/includes both sides.

*No credit for this line item - this is an ADD for time.

EQUIPMENT: Heavier Grade Excavator \$1,280.00 - No Credit Amount

TOTAL CHANGE ORDER AMOUNT: \$60,062.31

Thanks,
Jeff Fey
RAM2 - Project Manager
210-848-6865 Cell
5511 Dietrich Rd
San Antonio, TX 78219



CAYNON REGIONAL WATER AUTHORITY
 TXDOT IH10 WATER TRANSMISSION MAIN RELOCATIONS
 (CIBOLA CREEK TO LINN ROAD)
 SANTA CLARA ROAD TRANSMISSION MAIN ENCASUREMENT

| NO. | REVISIONS | DATE |
|-----|-----------|------|
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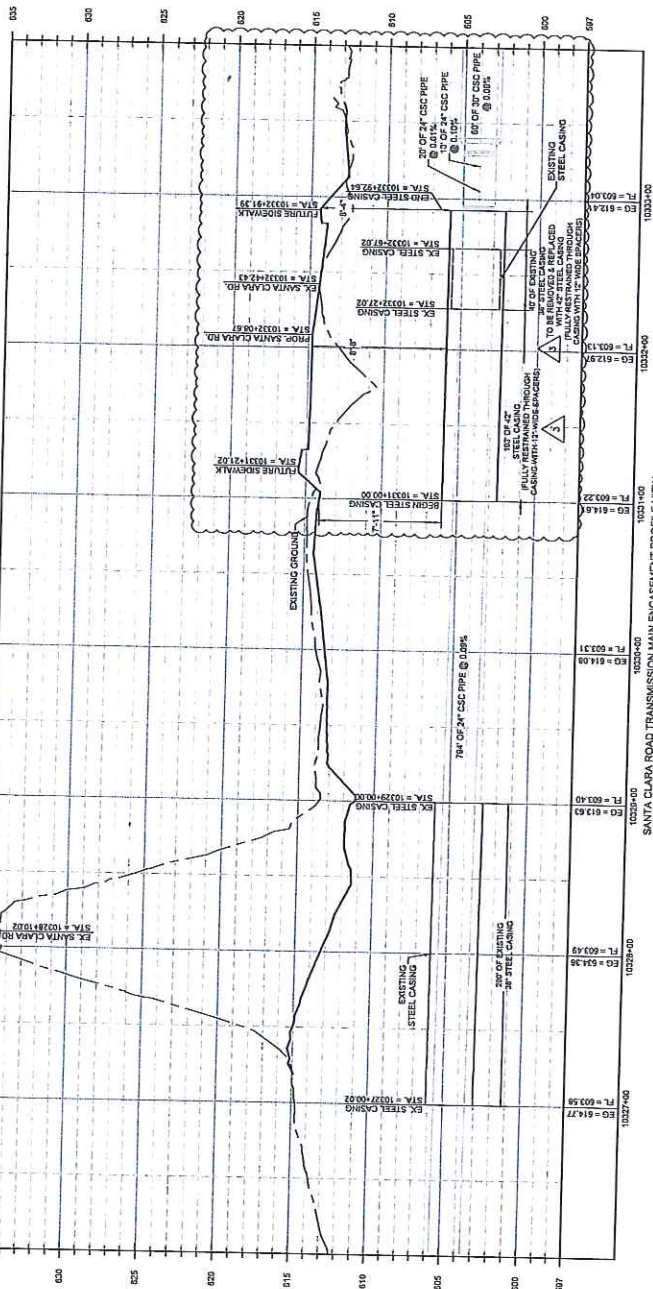
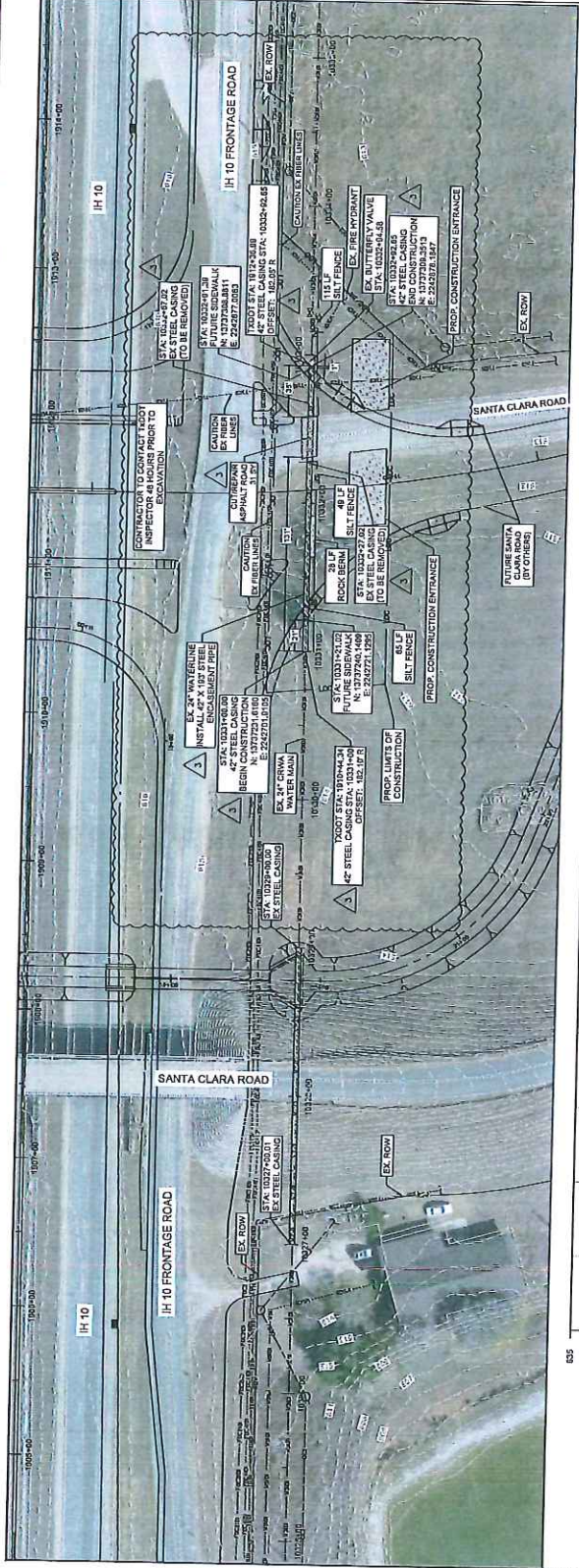


SCALE: 1" = 40' HOR.
 1" = 4' VER.

LEGEND

| | |
|--|-----------------------------|
| | PROPOSED GATE VALVE |
| | EXISTING GATE VALVE |
| | EXISTING WATER METER |
| | TELEPHONE PUEBSTA |
| | GUY WIRE |
| | SIGN |
| | UTILITY POLE |
| | CABLE BOX |
| | EXISTING WASTEWATER LINE |
| | P.R. WATER MAIN |
| | EX. WATER MAIN |
| | EASEMENT |
| | SALT FENCE |
| | OVERHEAD ELECTRIC |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING WIRE FENCE |
| | EXISTING CHAINLINK FENCE |
| | EXISTING WOOD FENCE |
| | SERVICE RELAY |
| | 1" OR LARGER SERVICE RECESS |
| | 100 YEAR FLOODPLAIN |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |

- NOTES:**
- CONTRACTOR TO VERIFY EXISTING UTILITY LOCATIONS AND DEPTHS. ALL UTILITIES TO BE MAINTAINED AT LEAST ONE LANE OF ACCESS AT ALL TIMES.
 - CONTRACTOR TO JOINT RESTRAIN ALL CONNECTIONS INTO EXISTING LINES, VALVES & FITTINGS.
 - CONTRACTOR TO FIELD VERIFY DEPTH, LOCATION, MATERIAL, TYPE AND SIZE OF EXISTING WATER LINE.
 - ALL EXISTING WATER LINES TO REMAIN IN SERVICE DURING CONSTRUCTION UNLESS ACCEPTED BY OWNER.
 - EXISTING RIGHT-OF-WAY TO REMAIN WITHIN THE FUTURE RIGHT-OF-WAY.
 - CONTRACTOR IS TO VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITY LINES AND LOCATIONS IN THE FIELD IN LOCATIONS OTHER THAN SHOWN ON PLANS.
 - EXISTING AND PROPOSED TOPOGRAPHY AND LINE WORK PROVIDED BY TXDOT.
 - BACKFILL UNDER ROADWAYS AND ASSOCIATED WITH THE TRANSMISSION MAIN TO BE EXCAVATED TO REMOVABLE FILL FOR THE INSTALLATION OF STEEL ENCASUREMENT.
 - EXISTING TRANSMISSION MAIN, THE CONTRACTOR SHALL INSTALL SPLIT CASING IN 15-FOOT JOINTS, ONLY EXPOSE COORDINATE WITH GRWA.
 - CONTRACTOR TO SUBMIT TYPICAL FORM 1418 TO OWNER PRIOR TO INSTALLATION OF ANY STEEL PRODUCT WITHIN TXDOT RIGHT-OF-WAY.
 - ALL MATERIAL INSTALLED WITHIN TXDOT RIGHT-OF-WAY TO BE INSTALLED WITHIN THE PREFERRED PREFERENCE PROVISION, OR STEEL AND IRON MAIN LINE PIPE, IF DIFFERENT, FITTINGS TO BE CENTER BORED.
 - ALL HOPE FITTINGS TO HAVE SAME WALL THICKNESS AS MAIN LINE PIPE, IF DIFFERENT, FITTINGS TO BE CENTER BORED.
 - STEEL JOINTS, FITTINGS, AND THE DESIGN SHALL BE AUTHORIZED BY DAVID W. JOHNSON, REGISTERED P.E. LICENSE NO. 11372, STATE OF TEXAS. ALTERATION OF A SCALE OR DATE OF THIS SHEET IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



SANTA CLARA ROAD TRANSMISSION MAIN ENCASUREMENT PROFILE VIEW

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|-------------|---|----------------------|
| 11/13/2023 | SUPPLEMENTAL AGREEMENT NO. 1 WITH TXDOT | CRWA 23-11-073 |

INITIATED BY

JOHN KAUFMAN

STAFF RECOMMENDATION

Approve Supplemental Agreement No. 1 with TxDOT for the CRWA IH-10 Transmission Line Project for a total cost of \$694,327.18.

BACKGROUND INFORMATION

In support of the ongoing CRWA IH-10 Transmission Line Project, TxDOT requests approval and execution of Supplemental Agreement No. 1. The total cost is \$694,327.18. The joint bid cost is \$128,422.97, which will be paid by TxDOT. The remaining \$565,904.21 will be paid by CRWA, which is also reimbursable to CRWA.

FINANCIAL IMPACT

The joint bid cost is \$128,422.97, which will be paid by TxDOT. The remaining \$565,904.21 will be paid by CRWA, which is also reimbursable to CRWA.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-073

BE IT RESOLVED that Supplemental Agreement No. 1 with TxDOT for the CRWA IH-10 Transmission Line Project for a total cost of \$694,327.18 is approved.

Adopted this 13th day of November 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 1 TO U NUMBER N/A UTILITY ID U00009529**

District: San Antonio
ROW Project ID: R00002889
ROW CSJ: 0025-03-099
Proposed Highway Project Letting Date: 11/2021

County: Guadalupe
Highway: IH 10
From: Bexar/Guadalupe County Line
To: FM 465

THIS SUPPLEMENTAL AGREEMENT by and between the State of Texas ("**State**") and Canyon Regional Water Authority ("**Utility**") shall be effective upon the date of acceptance and execution by and on behalf of the **State**.

WHEREAS, the **State** and **Utility** executed a Standard Utility Agreement on April 11, 2022 concerning the adjustment, relocation, or removal of certain of the **Utility's** facilities;

WHEREAS, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

WHEREAS, due to newly discovered information by the **Utility** deemed sufficient by the **State**, the **State** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

WHEREAS, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: SUA and CRWA bid were set up for CRWA's contractor to open cut the trench area located at the Zuehl intersection as the method of transmission main installation. This will cause change in schedule of work and dates will be different from the original agreement. With the new roadway in place, the installation method will need to be revised to be by bore, which represents a significant cost increase for CRWA and TxDOT has approved to be constructed via joint bid. Force Betterment is applied in this agreement for the proposed transmission main and casing need to be increased at the intersection to be in line with the existing transmission main and casing material., which is more specifically shown in **Utility's** plans, specifications, estimated costs, and schedule, which are attached to this supplemental agreement as Attachment "A."

NOW, THEREFORE, BE IT AGREED:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation, or removal found in Attachment "A."

The estimated cost of the adjustment, relocation, or removal is increased or decreased to a total of \$694,327.18, or no change to the Total Cost Estimate. The reason for the increase/decrease: Construction method will change from open trench to bore and will be performed via joint bid. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement, except those specifically included in this document, remain in effect.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Initial Date
TxDOT

Initial Date
Utility

UTILITY

Utility: Canyon Regional Water Authority

By: _____

Title: Board President

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), San Antonio
District

| |
|---|
| <p style="text-align: center;">THE STATE OF TEXAS</p> <p>Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.</p> <p>By: _____ District Engineer (or designee)</p> <p>Date: _____</p> |
|---|

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

Change No Change

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America-compliant materials are used during the construction of this project, compliance documentation will be provided.
- There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

- 1) Form 1818 - Material Statement
- 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility



Canyon Regional Water Authority
850 Lakeside Pass, New Braunfels, TX 78130
Potable Water Transmission



Project Costs

Project Name and Phase: CRWA - TxDOT IH-10 Water Transmission Main Relocations
Owner: Canyon Regional Water Authority
Engineering Firm: Utility Engineering Group, PLLC
Project Number: 6084-08
Water EDUs:
Completed by: DK

Date: 9/28/23

| Bid Item | Bid Item Description | Original CRWA SUA Estimate | | | | Supplemental Agreement No. 1 | | | |
|--|---|----------------------------|-------|---------------|--------------|------------------------------|-------|----------------|----------------|
| | | Quantity | Unit | Unit Price | Total Cost | Quantity | Unit | Unit Price | Total Cost |
| 1 | BONDS, MOBILIZATION, PREP ROW & INSURANCE | 1 | EA | \$ 21,500.00 | \$ 21,500.00 | 1 | EA | \$ 35,000.00 | \$ 35,000.00 |
| 2 | TRENCH EXCAVATION PROTECTION | 355 | LF | \$ 25.00 | \$ 8,875.00 | 178 | LF | \$ 10.00 | \$ 1,780.00 |
| 3 | HYDROSTATIC TEST | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | 1 | EA | \$ 2,500.00 | \$ 2,500.00 |
| 4 | MATERIAL TESTING | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | 1 | EA | \$ 4,500.00 | \$ 4,500.00 |
| 5 | SITE PREPARATION | 355 | LF | \$ 25.00 | \$ 8,875.00 | 355 | LF | \$ 15.00 | \$ 5,325.00 |
| 6 | TRAFFIC CONTROL | 4 | Month | \$ 1,500.00 | \$ 6,000.00 | 1 | Month | \$ 12,000.00 | \$ 12,000.00 |
| 7 | 24" HDPE DR 9 IPS WTR LN (OPEN CUT) | 202 | LF | \$ 300.00 | \$ 60,600.00 | 202 | LF | \$ 400.00 | \$ 80,800.00 |
| 8 | 36" STEEL CASING (OPEN CUT) W/CASING SPACERS* | 171 | LF | \$ 350.00 | \$ 59,850.00 | 171 | LF | \$ 575.00 | \$ 98,325.00 |
| 9 | 36" SPLIT STEEL CASING (OPEN CUT) W/CASING SPACERS* | 153 | LF | \$ 450.00 | \$ 68,850.00 | 153 | LF | \$ 630.00 | \$ 96,390.00 |
| 10 | TIE-IN (COMPLETE)(24 IN) | 2 | EA | \$ 25,000.00 | \$ 50,000.00 | 2 | EA | \$ 10,000.00 | \$ 20,000.00 |
| 11 | PIPE FITTINGS* | 1 | TON | \$ 25,000.00 | \$ 25,000.00 | 1 | TON | \$ 11,250.00 | \$ 11,250.00 |
| 12 | ASPHALT PAVEMENT REPAIR | 8 | SY | \$ 100.00 | \$ 800.00 | 8 | SY | \$ 225.00 | \$ 1,800.00 |
| 13 | REMOVAL OF EX. WATER MAIN | 185 | LF | \$ 50.00 | \$ 9,250.00 | 201 | LF | \$ 120.00 | \$ 24,120.00 |
| 14 | REMOVAL OF EX. CASING PIPE | 21 | LF | \$ 150.00 | \$ 3,150.00 | 21 | LF | \$ 160.00 | \$ 3,360.00 |
| 15 | STABILIZED CONSTRUCTION ENTRANCE | 3 | EA | \$ 2,500.00 | \$ 7,500.00 | 2 | EA | \$ 6,000.00 | \$ 12,000.00 |
| 16 | SILT FENCE | 481 | LF | \$ 5.00 | \$ 2,405.00 | 229 | LF | \$ 4.50 | \$ 1,030.50 |
| 17 | ROCK BERM | 28 | LF | \$ 50.00 | \$ 1,400.00 | 28 | LF | \$ 53.00 | \$ 1,484.00 |
| 18 | SITE RESTORATION, FINAL GRADE, & REVEGETATION | 1 | EA | \$ 5,000.00 | \$ 5,000.00 | 1 | EA | \$ 4,500.00 | \$ 4,500.00 |
| 19 (CO 1) | UPSIZE 36" STEEL CASING (OPEN CUT) TO 42" STEEL CASING (OPEN CUT) W/CASING SPACERS* | | | | | 171 | LF | \$ 69.00 | \$ 11,799.00 |
| 20 (CO 1) | RESIZED END SEALS FOR 42" STEEL CASING | | | | | 1 | EA | \$ 948.25 | \$ 948.25 |
| 21 (CO 1) | ADDITIONAL MEGALUGS* | | | | | 1 | EA | \$ 3,071.00 | \$ 3,071.00 |
| 22 (CO 1) | ADDITIONAL DPS FITTINGS* | | | | | 1 | EA | \$ 573.15 | \$ 573.15 |
| 23 (CO 1) | ADDITIONAL FUSED FITTINGS AND BUTT JOINT FUSING FOR UPSIZING TO 30" HDPE DR 11 DIPS | | | | | 1 | EA | \$ 88,442.00 | \$ 88,442.00 |
| 24 (CO 2) | ZUEHLI ROAD BORE CREDIT TO CRWA (FOR CASING PIPE INSTALLATION BY OPEN CUT) | | | | | 1 | EA | \$ (28,386.00) | \$ (28,386.00) |
| 25 (CO 2) | SANTA CLARA ROAD CASING RESIZING TO 42" SPLIT STEEL CASING * | | | | | 153 | LF | \$ 83.00 | \$ 12,699.00 |
| 26 (CO 2) | SANTA CLARA ROAD CASING RESIZING TO 42" SPLIT STEEL CASING ADDITIONAL LABOR AND EQUIPMENT | | | | | 1 | EA | \$ 3,533.40 | \$ 3,533.40 |
| 27 (CO 2) | SANTA CLARA ROAD CASING SPACER RESIZING* | | | | | 49 | EA | \$ 179.14 | \$ 8,777.86 |
| 28 (CO 2) | SANTA CLARA ROAD ADDITIONAL TRENCH PROTECTION | | | | | 153 | LF | \$ 7.95 | \$ 1,216.35 |
| 29 (CO 2) | SANTA CLARA ROAD ADDITIONAL SPOILS | | | | | 153 | LF | \$ 1.90 | \$ 290.70 |
| 30 (CO 2) | SANTA CLARA ROAD ADDITIONAL TRENCH PLATTING | | | | | 1 | EA | \$ 2,487.00 | \$ 2,487.00 |
| 31 (CO 2) | SANTA CLARA ROAD DETOUR/TRAFFIC CONTROL | | | | | 1 | Month | \$ 31,058.00 | \$ 31,058.00 |
| CRWA REIMBURSABLE CONSTRUCTION COST TOTAL | | | | \$ 351,555.00 | | | | \$ 541,424.21 | |
| PROJECT ENGINEER/MANAGER | | 50 | HR | \$ 135.00 | \$ 6,750.00 | 50 | HR | \$ 135.00 | \$ 6,750.00 |
| GRADUATE ENGINEER | | 78 | HR | \$ 100.00 | \$ 7,800.00 | 78 | HR | \$ 100.00 | \$ 7,800.00 |
| DESIGN TECHNICIAN | | 78 | HR | \$ 85.00 | \$ 6,630.00 | 78 | HR | \$ 85.00 | \$ 6,630.00 |
| ADMINISTRATIVE | | 20 | HR | \$ 45.00 | \$ 900.00 | 20 | HR | \$ 45.00 | \$ 900.00 |
| SUB-CONSULTANT | | 9.6 | HR | \$ 250.00 | \$ 2,400.00 | 9.6 | HR | \$ 250.00 | \$ 2,400.00 |
| CRWA REIMBURSABLE ENGINEERING COSTS TOTAL | | | | \$ 24,480.00 | | | | \$ 24,480.00 | |
| TOTAL CRWA REIMBURSABLE PROJECT | | | | \$ 376,035.00 | | | | \$ 565,904.21 | |
| Joint Bid 01 | TRAFFIC CONTROL ASSISTANCE & CLEANUP (LABOR) | | | | | 1 | DAY | \$ 10,053.54 | \$ 10,053.54 |
| Joint Bid 01 | TRAFFIC CONTROL ASSISTANCE & CLEANUP (EQUIPMENT) | | | | | 1 | DAY | \$ 3,856.64 | \$ 3,856.64 |
| Joint Bid 02 | RAM 2 SCOPE - EXCAVATE BORE PITS, BORE, INSTALL CASING PIPE (MATERIALS & EQUIPMENT) | | | | | 1 | EA | \$ 103,472.00 | \$ 103,472.00 |
| Joint Bid 02 | RAM 2 SCOPE - EXCAVATE BORE PITS, BORE, INSTALL CASING PIPE (LABOR) | | | | | 2 | DAY | \$ 2,254.00 | \$ 4,508.00 |
| Joint Bid 02 | RAM 2 SCOPE - EXCAVATE BORE PITS, BORE, INSTALL CASING PIPE (BOND, OVERHEAD, AND PROFIT) | | | | | 1 | EA | \$ 6,532.79 | \$ 6,532.79 |
| For Joint Bid Items, See Attached Cost Summary for Breakdown | | | | | | | | | |
| TOTAL JOINT BID ITEMS | | | | | | | | \$ 128,422.97 | |
| TOTAL PROJECT INCLUDING JOINT BID ITEMS | | | | | | | | \$ 694,327.18 | |

Notes:
All material items that must meet Buy America or Steel and Iron Preference Provision requirements are indicated with an asterisk ()
Items highlighted in blue will be Joint Bid with TxDOT and Webber

Project Estimate Cost without Joint Bid: \$565,904.21
Joint Bid Cost: \$128,422.97
Total Project Cost Including Joint Bid: \$694,327.18
Joint Bid Documentation Attached



Project No. 11213001
 CSJ 0025-03-097
 Project Name IH-10 Guadalupe
 County Guadalupe

Change Order No. PCO 013
 Title CO CRWA Water Main Bore at Zuehl Rd
 New Item 01 Traffic Control Assistance & Cleanup
 Description Traffic control assistance & cleanup

Date 08/08/2023

| Summary | |
|--------------|---------------------|
| Labor | \$ 10,053.54 |
| Equipment | \$ 3,856.64 |
| Material | \$ - |
| Subcontract | \$ - |
| Total | \$ 13,910.18 |

Qty 1.00
 Unit day 13,910.18 per day

| LABOR | Description | Hours | | Rate | | Amount |
|-------|---------------------------|---------|----------|----------|----------|-----------|
| | | Regular | Overtime | Regular | Overtime | |
| | Foreman - Traffic Control | 8.00 | 4.00 | \$ 50.00 | \$ 75.00 | \$ 700.00 |
| | Foreman - Cleanup | 8.00 | 4.00 | \$ 50.00 | \$ 75.00 | \$ 700.00 |
| | Operator - TMA | 8.00 | 4.00 | \$ 45.00 | \$ 67.50 | \$ 630.00 |
| | Operator - Water Truck | 8.00 | 4.00 | \$ 45.00 | \$ 67.50 | \$ 630.00 |
| | Operator - Broom | 8.00 | 4.00 | \$ 45.00 | \$ 67.50 | \$ 630.00 |
| | Flagger | 8.00 | 4.00 | \$ 40.00 | \$ 60.00 | \$ 560.00 |
| | Flagger | 8.00 | 4.00 | \$ 40.00 | \$ 60.00 | \$ 560.00 |
| | Labor | 8.00 | 4.00 | \$ 40.00 | \$ 60.00 | \$ 560.00 |
| | Labor | 8.00 | 4.00 | \$ 40.00 | \$ 60.00 | \$ 560.00 |

| EQUIPMENT | Description | Hours | Rate | Amount |
|--------------------------------|-------------|----------|-----------|--------|
| | | | | |
| Message board | 12.00 | \$ 7.16 | \$ 85.92 | |
| TMA | 12.00 | \$ 39.22 | \$ 470.64 | |
| Water truck | 12.00 | \$ 65.19 | \$ 782.28 | |
| Broom | 12.00 | \$ 61.04 | \$ 732.48 | |
| Pickup truck - Cleanup | 12.00 | \$ 41.13 | \$ 493.56 | |
| Pickup truck - Traffic Control | 12.00 | \$ 41.13 | \$ 493.56 | |
| Light Tower | 12.00 | \$ 8.37 | \$ 100.44 | |
| Light Tower | 12.00 | \$ 8.37 | \$ 100.44 | |
| Utility Trailer | 12.00 | \$ 3.16 | \$ 37.92 | |

| | |
|---------------------------|---------------------|
| Subtotal | \$ 5,530.00 |
| Burden: 55.00% | \$ 3,041.50 |
| Overhead & Profit: 25.00% | \$ 1,382.50 |
| Bond: 1.00% | \$ 99.54 |
| Total Labor | \$ 10,053.54 |

| | |
|---------------------------|--------------------|
| Subtotal | \$ 3,320.40 |
| Overhead & Profit: 15.00% | \$ 498.06 |
| Bond: 1.00% | \$ 38.18 |
| Total Equipment | \$ 3,856.64 |

| MATERIAL | Description | Unit | Qty | Rate | Amount |
|----------|-------------|------|-----|------|--------|
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|---------------------------|-------------|
| Subtotal | \$ - |
| Overhead & Profit: 25.00% | \$ - |
| Bond: 1.00% | \$ - |
| Total Material | \$ - |

| SUBCONTRACTOR | Description | Unit | Qty | Rate | Amount |
|---------------|-------------|------|-----|------|--------|
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|----------------------------|-------------|
| Subtotal | \$ - |
| Overhead & Profit: 5.00% | \$ - |
| Bond: 1.00% | \$ - |
| Total Subcontractor | \$ - |

Project No. 11213001
 CSJ 0025-03-097
 Project Name JH-10 Guadalupe
 County Guadalupe

Change Order No. PCO 013 Date 08/08/2023
 Title CO CRWA Water Main Bore at Zuehl Rd
 New Item 02 RAM 2 Scope - Excavate Bore Pits, Bore, Install Casing Pipe
 Description Excavate bore pits, bore, install casing pipe

Summary

| | |
|--------------|----------------------|
| Labor | \$ - |
| Equipment | \$ - |
| Material | \$ - |
| Subcontract | \$ 114,512.79 |
| Total | \$ 114,512.79 |

Qty 1.00
 Unit LS

| LABOR | Description | Hours | | Rate | | Amount |
|-------|-------------|---------|----------|---------|----------|--------|
| | | Regular | Overtime | Regular | Overtime | |
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|---------------------------|-------------|
| Subtotal | \$ - |
| Burden: 55.00% | \$ - |
| Overhead & Profit: 25.00% | \$ - |
| Bond: 1.00% | \$ - |
| Total Labor | \$ - |

| EQUIPMENT | Description | Hours | Rate | Amount |
|-----------|-------------|-------|------|--------|
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| Subtotal | \$ - |
| Overhead & Profit: 15.00% | \$ - |
| Bond: 1.00% | \$ - |
| Total Equipment | \$ - |

| MATERIAL | Description | Unit | Qty | Rate | Amount |
|----------|-------------|------|-----|------|--------|
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| Subtotal | \$ - |
| Overhead & Profit: 25.00% | \$ - |
| Bond: 1.00% | \$ - |
| Total Material | \$ - |

| SUBCONTRACTOR | Description | Unit | Qty | Rate | Amount |
|---------------|-------------|------|-----|------|--------|
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| Subtotal | \$ 107,980.00 |
| Overhead & Profit: 5.00% | \$ 5,399.00 |
| Bond: 1.00% | \$ 1,133.79 |
| Total Subcontractor | \$ 114,512.79 |



Date: 06/08/23

General Contractor: Webber

Project Name: CRWA TXDOT IH10 WATER TRANSMISSION MAIN RELOCATIONS

Scope Description:

ADD for 42" Bore and bore pits at Zuehl Rd. - 171 LF per Engineer instructions.

MATERIALS:

171 LF of 42" Bore and Bore Pits per TX DOT requirements - \$131,858.00

LABOR:

5 Men - 2 Days @ \$2,254.00 /Day = \$4,508.00

EQUIPMENT: Added to material line item.

TOTAL PER INSTRUCTIONS: \$136,366.00

CREDIT: (\$28,386.00)

TOTAL CHANGE ORDER AMOUNT: \$107,980.00

Thanks,

Jeff Fey

RAM2 - Project Manager

210-848-6865 Cell

210-241-8836 Office

5511 Dietrich Rd

San Antonio, TX 78219



May 4, 2023

Texas Department of Transportation
c/o Gina E. Gallegos, P.E., San Antonio District Engineer
4615 NW Loop 410
San Antonio, TX 78229

RE: Canyon Regional Water Authority
Construction Contracting Method Adjustment Request Justification
IH 10 (Bexar County Line to FM 465) (RCSJ 0025-03-099)

To District Engineer:

As requested by the Texas Department of Transportation (TxDOT), Utility Engineering Group (UEG) has prepared this letter to provide justification for Canyon Regional Water Authority's (CRWA) request for a construction contracting method adjustment related to Standard Utility Agreement (SUA) No. U 00009529. Based on the progress TxDOT's contractor has made on the overall project, the method of construction of CRWA's transmission main at the Zuehl intersection will need to change.

Originally, the SUA and CRWA bid were set up for CRWA's contractor to open cut the trench area located at the Zuehl intersection as the method of transmission main installation. With the new roadway currently in place, the installation method will need to be revised to be by bore, which represents a significant cost increase for CRWA. Following receipt of bids, CRWA approved RAM 2 Utilities bid of \$425,068.50, an initial increase of \$49,033.50 over the estimated cost provided in the SUA. Subsequently, Change Order No. 1 was approved to increase the transmission main and casing size at this intersection to be in-line with the existing transmission main and casing material.

Based on pricing information provided by RAM 2 Utilities, changing the installation method at Zuehl from open cut method to bore method would increase the total project cost by approximately \$79,344.00, see attached updated project cost breakdown for reference. CRWA's current budget does not allow for an increase in project costs of this magnitude. Although the project is 100% reimbursable under the SUA, CRWA is required to upfront the payments to CRWA's contractor, with reimbursement to CRWA occurring at a later date. The additional upfront costs represent a significant burden to the public wholesale water provider, which is ultimately paid by individual rate payers of CRWA's member entities. All CRWA member entities are affected a by cost increase including several Cities, Water Supply Corporations, and Special Utility District's that operate in the region.



We appreciate your consideration of our request and ask that if you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,


David Kneuper, P.E.
Utility Engineering Group, PLLC
Project Manager – Partner
Office: (830) 214-0521
davidk@uegpros.com



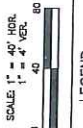
Attachment: CRWA 2022 IH-10 TxDOT Water Main Relocations - Bore Summary

cc: John Kaufman – Canyon Regional Water Authority



CANON REGIONAL WATER AUTHORITY
 TXDOT IH10 WATER TRANSMISSION MAIN RELOCATIONS
 (CIBOLA CREEK TO LINNE ROAD)
 ZUEHL ROAD TRANSMISSION MAIN

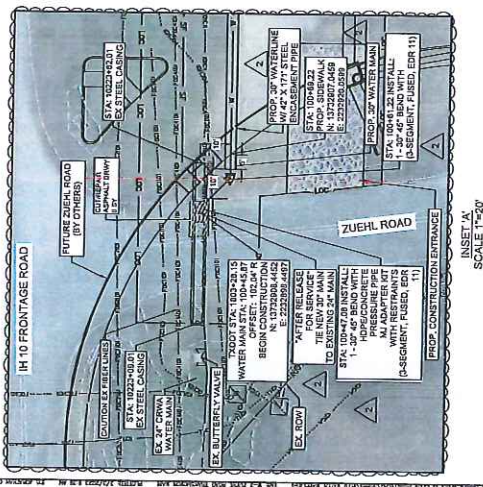
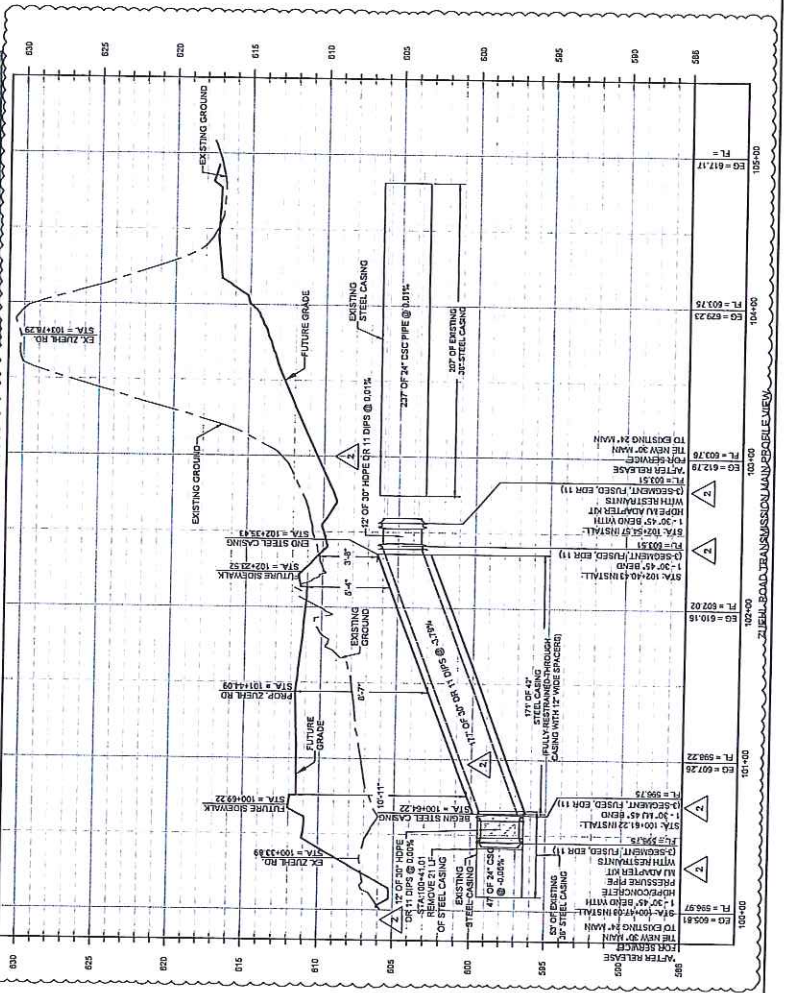
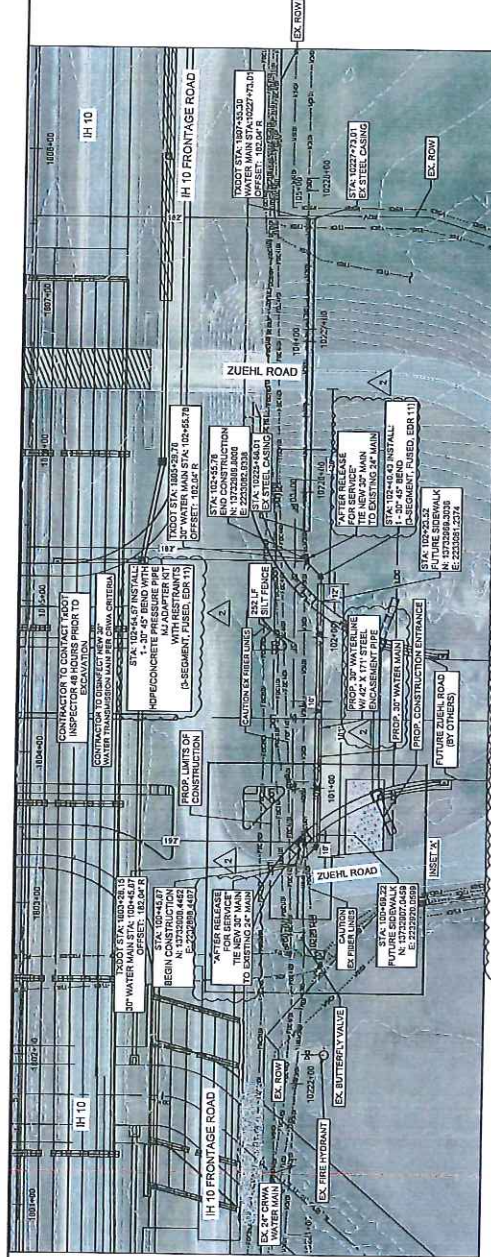
| NO. | REVISIONS | APPD. | DATE |
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LEGEND

| | |
|--|--------------------------|
| | PROPOSED GATE VALVE |
| | EXISTING GATE VALVE |
| | EXISTING WATER METER |
| | TELEPHONE PEDESTAL |
| | GUY WIRE |
| | SIGN |
| | UTILITY POLE |
| | CABLE BOX |
| | EXISTING WASTEWATER LINE |
| | EX. WATER MAIN |
| | EX. WATER MAIN |
| | EASEMENT |
| | FENCE |
| | OVERHEAD ELECTRIC |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING WIRE FENCE |
| | EXISTING CHAINLINK FENCE |
| | EXISTING WOOD FENCE |
| | SERVICE RELAY |
| | 1\" |
| | SERVICE RELOCATE |
| | 100 YEAR FLOODPLAIN |
| | EXISTING MAJOR CONTOUR |
| | EXISTING MINOR CONTOUR |

- NOTES:**
- OPEN CUT AND REPAIRS SHALL BE CROWNED TO MATCH EXISTING ROADWAY SURFACE TO MAINTAIN AT LEAST ONE LANE OF ACCESS AT ALL TIMES.
 - CONTRACTOR TO JOINT RESTRAIN ALL CONNECTIONS INTO EXISTING LINES, VALVES & FITTINGS.
 - CONTRACTOR TO FIELD VERIFY DEPTH, LOCATION, MATERIAL, TYPE AND SIZE OF EXISTING WATER LINE.
 - ALL EXISTING WATER LINES TO REMAIN SERVICE DURING CONSTRUCTION UNTIL FINAL ACCEPTANCE BY OWNER.
 - ALL CONSTRUCTION ACTIVITIES TO REMAIN WITHIN THE EXISTING RIGHT-OF-WAY.
 - CONTRACTOR IS TO FIELD VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES BEGINS EXCAVATION, CONSTRUCTION OR BORING UTILITIES ARE LOCATED IN THE FIELD IN LOCATIONS OTHER THAN SHOWN ON PLANS.
 - EXISTING AND PROPOSED TOPOGRAPHY AND LINE WORK PROVIDED BY TXDOT.
 - BACKFILL UNDER ROADWAYS AND ASSOCIATED WITH THE TRANSMISSION MAIN, TO BE EXCAVATED FLOWABLE FILL FOR THE INSTALLATION OF STEEL ENCASUREMENT ON EXISTING TRANSMISSION MAIN, THE CONTRACTOR SHALL PROVIDE A 12\"/>



SCALE 1\"/>

Attachment "B" Accounting Method

Change No Change

Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment "C"
Schedule of Work
 Change **No Change**

Estimated Start Date: 10/30/2023, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 14

Estimated Completion Date: 11/15/2023

Initial Date
TxDOT

Initial Date
Utility

Attachment "D"
Statement Covering Contract Work
 Change **No Change**

(ROW-U-48)
(ROW-U-48-1, if applicable)

Construction Contract:

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use third party contractors to perform the adjustment and complete the attached ROW-U-48 with ROW-U-48-1 (joint bid), if appropriate. (verification of continuing contract rate sheets or copy of bid tabulation will be required at the time of billing)

Engineering Contract:

- The Utility will use its own personnel (supporting documentation will be required at the time of billing, See ROW Utilities Manual, Chapter 11).
- The Utility will use a consultant contract (verification of fee schedule is required).
- TxDOT will procure a utility consultant.

Initial Date
TxDOT

Initial Date
Utility



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 10/20)
Page 1 of 1

U-Number: N/A Utility ID: U00009529
 ROW CSJ Number: 0025-03-099 District: 15 - San Antonio
 County: Guadalupe Highway No.: IH-10
 Federal Project No.: F 2022(097)

I, Timothy D. Fousse, a duly authorized and qualified representative of Canyon Regional Water Authority, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway IH-10 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

Signature _____
 Board President _____
 Title _____

Date _____

**Statement Covering Utility Construction Contract Work – In the State’s
Highway Construction Contract
(As Referenced in Form ROW-U-48, Option E)**

Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along IH-10 (Bexar County Line to FM 465).
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation’s San Antonio Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the Water Transmission Main and Casing line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed Water Transmission Main and Casing during construction, and the relocation of Water Transmission Main and Casing and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing Water Transmission Main and Casing during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility’s staff for the relocations and adjustments through the Project Engineer.

- B.** The **State** shall provide the following services under this contract:
- i. Combine the Water Transmission Main and Casing relocation and adjustment plans with the plans being prepared for the Project.
 - ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
 - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
 - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
 - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
 - vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
 - vii. Make timely payment to the contractor for work performed in connection with the Project.
 - viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
 - ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
 - x. Maintain job file.

Attachment “E”
Utility Joint Use Agreement – (ROW-U-JUA) and/or
Utility Installation Request – (Form 1082)

Change **No Change**

Utility Joint Use Agreement (ROW-U-JUA)

Utility Installation Review (UIR) Permit Number:
SAT20220117171547 , RULIS Permit to be provided prior to billing.

Quit Claim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment "F" Eligibility Ratio

Change No Change

Eligibility Ratio established: 100 %

- Non-interstate Highway (Calculations attached)
- Interstate Highway
- SP2125 Approved Application (100%)
Minute Order #: _____

Initial Date
TxDOT

Initial Date
Utility

Attachment "G" Betterment Calculation and Estimate

Change No Change

- Elective Betterment Ratio established: _____ %
 - Calculation is attached and the justification is included below
 - A betterment and an in-kind estimate are included

- Forced Betterment
 - To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
 - To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
 - Due to proposed roadway design. (Provide justification below)

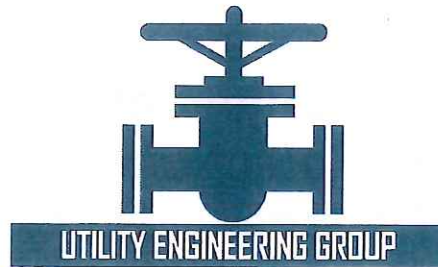
- Not Applicable

Elective and/or Forced Betterment justification statement:

The proposed transmission main and casing need to be increased at the intersection to be in line with the existing transmission main and casing material. See engineering justification documentation below.

Initial Date
TxDOT

Initial Date
Utility



October 6, 2023

Texas Department of Transportation
c/o Gina E. Gallegos, P.E., San Antonio District Engineer
4615 NW Loop 410
San Antonio, TX 78229

RE: Canyon Regional Water Authority
Forced Betterment Request and Construction Contracting Method Adjustment Justification
IH 10 (Bexar County Line to FM 465) (RCSJ 0025-03-099)

To District Engineer:

As requested by the Texas Department of Transportation (TxDOT), Utility Engineering Group (UEG) has prepared this letter to provide justification for Canyon Regional Water Authority's (CRWA) request for forced betterment and a construction contracting method adjustment related to Standard Utility Agreement (SUA) No. U 00009529. Based on the progress TxDOT's contractor has made on the overall project, the method of construction of CRWA's transmission main at the Zuehl intersection will need to change.

Forced Betterment Request Justification:

Prior to the award of the contract to RAM 2 Utilities in the fall of 2022, CRWA had concerns that the original proposed project pipe replacement would create a restriction in the overall pipeline transmission main. The existing pipe material, Concrete Steel Cylinder (CSC), has an internal pipe diameter of 25.36-inches, see attached CSC material specification sheet. For the portion of pipeline we are replacing, the original design called for a carrier pipe of 24-inch HDPE IPS DR 9 pipe with an internal diameter of 18.35-inches based on CRWA's original pipe material request. After further discussion with CRWA, there was a concern that the inside diameter of the proposed piping would cause too much of a flow restriction in the carrier pipeline. After coordination with the contractor on material costs and delivery times, the available, cost-effective, replacement option that provides a similar inside diameter to the existing pipeline is 30-inch HDPE DIPS DR 11, with an internal diameter of 25.833-inches. The HDPE material specification sheet has been attached to this letter for reference.

After coordination with the contractor on pricing, UEG worked with TxDOT and TxDOT's utility conflict consultant, HDR, to confirm that the change in proposed carrier pipe material would not constitute an elective betterment for CRWA. Following confirmation in early February 2023 that the change would not be considered elective betterment, CRWA moved forward with RAM 2 Utilities to execute project Change Order No. 1. Note that according to Ram 2 Utilities, replacing our current proposed 30-inch HDPE option with 24-inch CSC pipe would add \$58,445.60 to the total Change Order No. 1 amount. Additionally, the CSC pipe material would be manufactured specifically for this project and takes a minimum 14-16 weeks for delivery once submittals are approved.



Construction Contracting Method Adjustment Justification:

Originally, the SUA and CRWA bid were set up for CRWA's contractor to open cut the trench area located at the Zuehl intersection as the method of transmission main installation. Following the project delay to coordinate and confirm the proposed carrier pipeline material, TxDOT completed construction of the new roadway at Zuehl Road. To avoid damaging the new pavement section, it was determined that the installation method would need to be revised from an open-cut method to installation by bore, which represented a significant cost increase for CRWA. Following receipt of the original bids, CRWA approved RAM 2 Utilities bid of \$425,068.50, an initial increase of \$49,033.50 over the estimated cost provided in the SUA. Subsequently, Change Order No. 1 was approved to increase the transmission main and casing size at this intersection to be in-line with the existing transmission main and casing material.

Based on pricing information provided by RAM 2 Utilities, changing the installation method at Zuehl from open cut method to bore method would increase the total project cost by approximately \$100,036.97, see attached Supplemental Agreement No. 1 project cost breakdown for reference. CRWA's current budget does not allow for an increase in project costs of this magnitude. Although the project is 100% reimbursable under the SUA, CRWA is required to upfront the payments to CRWA's contractor, with reimbursement to CRWA occurring at a later date. The additional upfront costs represent a significant burden to the public wholesale water provider, which is ultimately paid by individual rate payers of CRWA's member entities. All CRWA member entities are affected a by cost increase including several Cities, Water Supply Corporations, and Special Utility District's that operate in the region.

We appreciate your consideration of our request and ask that if you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,


David Kneuper, P.E.
Utility Engineering Group, PLLC
Project Manager – Partner
Office: (830) 214-0521
davidk@uegpros.com



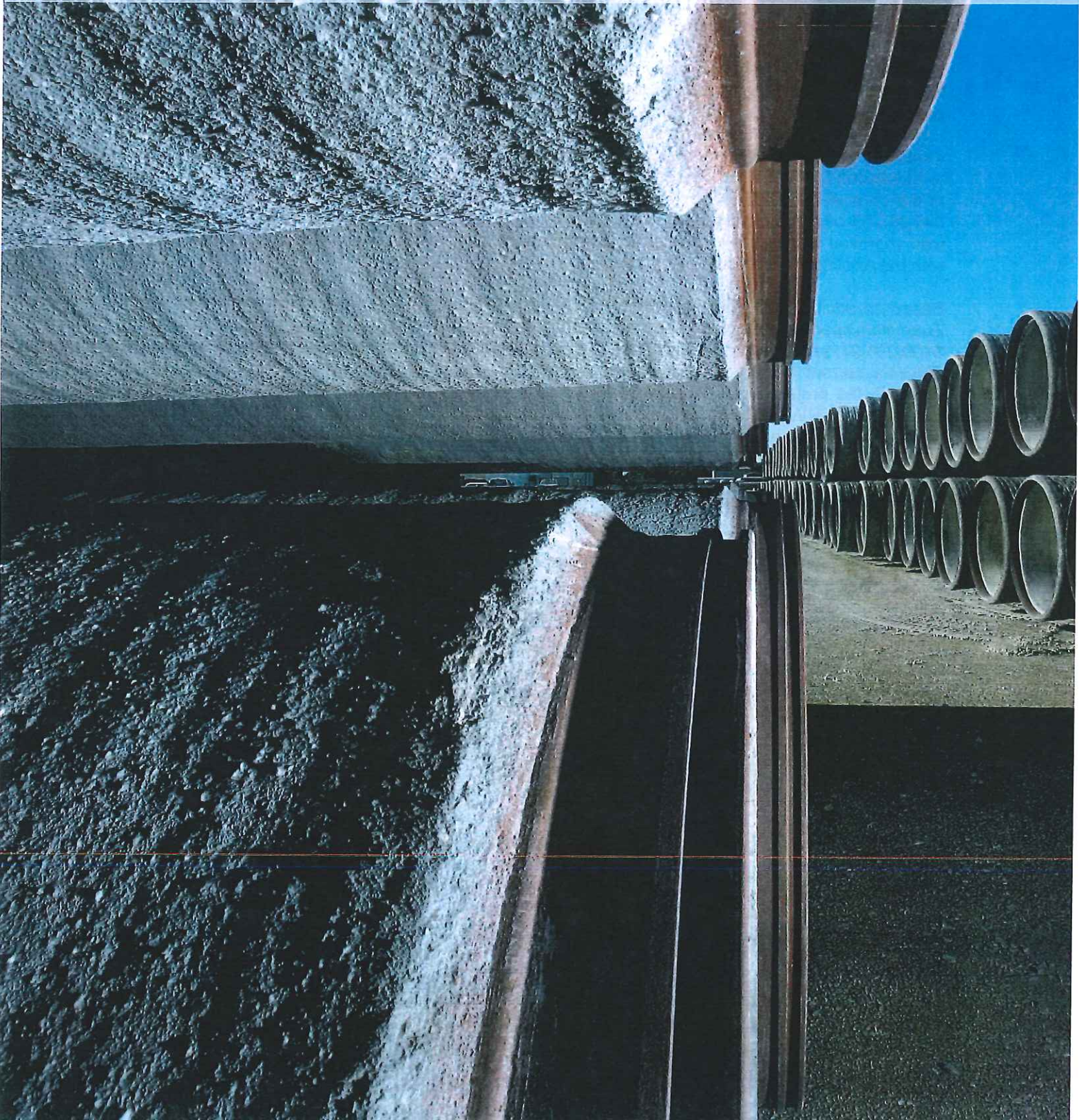
Attachment: CRWA 2022 IH-10 TxDOT Water Main Relocations - Bore Summary

cc: John Kaufman – Canyon Regional Water Authority



THOMPSON™
PIPE GROUP
PRESSURE

**B-303 BAR WRAPPED CONCRETE CYLINDER PIPE
(AWWA C303) (U.S.)**



BAR-WRAPPED PIPE PRODUCED IN ACCORDANCE WITH AWWA C303 STANDARDS

Thompson Pipe Group Pressure's Bar-Wrapped Pipe combines the physical strength of steel with the structural and protective properties of high strength cement mortar. A round, mild steel bar is helically wound around the steel cylinder and all surfaces are encased in portland cement mortar. This composite pipe reacts as a unit when resisting internal pressure and external loads.

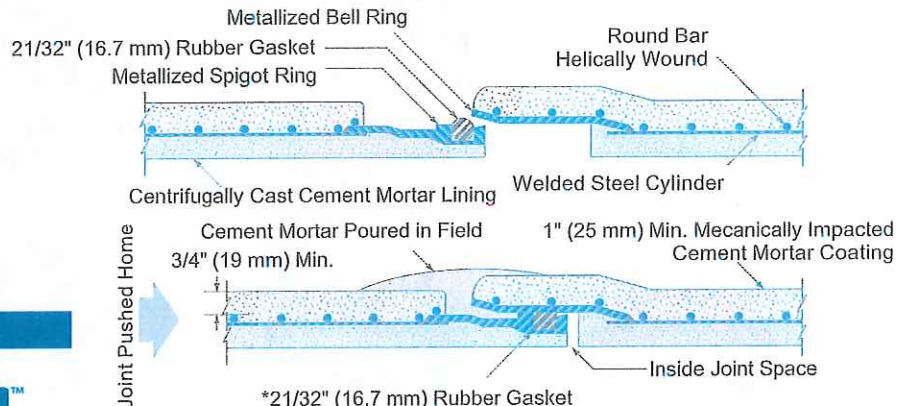
The conservative basis of design provides a safety factor comparable to other waterworks pipe materials for normal service conditions and surge or water hammer. The stress in the steel components at working pressure is limited to one half the yield strength of the steel.

NOTE: * Availability of diameters and laying lengths varies by location. Contact your sales representative for more information.

JOINT CLOSURE: TPG Pressure's circular O-ring gasket provides a highly dependable positive joint seal. Made of high-quality synthetic rubber, extruded to exacting tolerances and measured volumetrically, the gasket fits within an accurately shaped spigot groove.

AWWA C303 Pipe Data Sheet (For pipe made in U.S.)

| inside pipe diameter* | lining thickness | max. outside diameter at bell | weight per lineal foot | standard laying length* | joint depth (TX) | maximum deflection angle (TX) | joint depth (FL) | maximum deflection angle (FL) |
|-----------------------|------------------|-------------------------------|------------------------|-------------------------|------------------|-------------------------------|------------------|-------------------------------|
| 10" | 1/2" | 14 1/2" | 75# | 20' - 40' | 3 1/2" | 3.62° | n/a | n/a |
| 12" | 1/2" | 16 1/2" | 88# | 20' - 40' | 3 1/2" | 3.1° | n/a | n/a |
| 14" | 1/2" | 18 1/2" | 100# | 20' - 40' | 3 1/2" | 2.73° | n/a | n/a |
| 16" | 1/2" | 20 1/2" | 110# | 20' - 40' | 3 1/2" | 2.4° | n/a | n/a |
| 18" | 3/4" | 23" | 140# | 20' - 40' | 3 1/2" | 2.12° | 4 1/2" | 4.93° |
| 20" | 3/4" | 25" | 155# | 20' - 40' | 3 1/2" | 1.93° | 4 1/2" | 4.49° |
| 24" | 3/4" | 29" | 185# | 20' - 40' | 3 3/4" | 1.63° | 4 1/2" | 3.81° |
| 27" | 3/4" | 32" | 220# | 20' - 40' | 3 3/4" | 1.47° | n/a | n/a |
| 30" | 3/4" | 35" | 245# | 20' - 40' | 3 3/4" | 1.33° | 4 1/2" | 3.09° |
| 33" | 3/4" | 38" | 280# | 20' - 40' | 3 3/4" | 1.22° | n/a | n/a |
| 36" | 3/4" | 41" | 315# | 20' - 40' | 3 3/4" | 1.12° | 4 1/2" | 2.61° |
| 39" | 3/4" | 44" | 345# | 20' - 40' | 3 3/4" | 1.03° | n/a | n/a |
| 42" | 3/4" | 47" | 375# | 20' - 40' | 3 3/4" | 0.97° | 4 1/2" | 2.26° |
| 45" | 3/4" | 50" | 415# | 20' - 40' | 3 3/4" | 0.9° | n/a | n/a |
| 48" | 3/4" | 53" | 469# | 20' - 40' | 3 3/4" | 0.85° | 4 1/2" | 1.99° |
| 53" | 3/4" | 58" | 512# | 20' - 40' | 3 3/4" | 0.77° | n/a | n/a |
| 54" | 3/4" | 59" | 519# | 20' - 40' | 3 3/4" | 0.77° | 5 1/8" | 1.90° |
| 57" | 3/4" | 62" | 538# | 20' - 40' | 3 3/4" | 0.72° | n/a | n/a |
| 60" | 3/4" | 65" | 554# | 20' - 40' | 3 3/4" | 0.69° | 5 1/4" | 1.84° |
| 64" | 3/4" | 69" | 613# | 20' - 40' | 3 3/4" | 0.65° | n/a | n/a |
| 66" | 3/4" | 71" | 672# | 20' - 40' | 3 3/4" | 0.63° | n/a | n/a |
| 72" | 3/4" | 77" | 735# | 20' - 40' | 3 3/4" | 0.58° | n/a | n/a |



HDPE Water/Sewer | DIPS

PRESSURE-RATED HDPE PIPE



DELIVERING GOOD WATER TO YOU



ANSI/AWWA C906, ASTM F714, ASTM D3035
 ASTM D3350 Cell Class 445574C/E, PPI (TR-4) PE 4710
 ANSI/NSF 61/14

MARKETS



Potable



Reclaim



Sewer



Drainage



Rehabilitation

DESCRIPTION



Standard HDPE



Coiled HDPE

| DIPS | PIPE SIZES: | ADDITIONAL OPTIONS: |
|---|--|--|
| Nominal Laying Length: 40/50 feet <i>(Laying length tolerances are in accordance with AWWA and ASTM standards)</i> | 4", 6", 8", 10", 12", 14", 16", 18", 20", 24", 30", 36", 42", 48" | Perforated*: 4", 6", 8" Coil*: 4", 6" |
| PIPE COLORS: | BLACK W/COLOR STRIPES: | ADDITIONAL COLOR OPTIONS: |
| <input type="checkbox"/> Black | <input type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Purple | <input type="checkbox"/> Grey* |

| AWWA C906 | |
|-----------|---------|
| DR 7 | 335 psi |
| DR 9 | 250 psi |
| DR 11 | 200 psi |
| DR 13.5 | 160 psi |
| DR 17 | 125 psi |
| DR 19 | 112 psi |
| DR 21 | 100 psi |
| DR 26 | 80 psi |
| DR 32.5 | 63 psi |



BENEFITS



INSTALLATION

FEATURES

Lightweight, with long laying length, great for easy transportation and installation.

Pipe applicable for open-trench and slip-lining installation.

Extremely durable, corrosive, gouging and abrasion resistant.

Features 100 years design life per Florida DOT.

Great flexibility, and highly suitable for earthquake-prone areas.

Highest PE pressure rating, resistance to slow crack growth and rapid crack propagation.



*Please call regarding availability.

HDPE Water/Sewer | DIPS

PRESSURE-RATED HDPE PIPE



DELIVERING GOOD WATER TO YOU

SUBMITTAL AND DATA SHEET

HDPE DUCTILE IRON OUTSIDE DIAMETER PRESSURE PIPE

| PIPE SIZE (IN) | AVG O.D. (IN) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) |
|----------------|---------------|----------------|---------------|--------------|----------------|---------------|--------------|-----------------|---------------|--------------|
| | | DR 7 (335 psi) | | | DR 9 (250 psi) | | | DR 11 (200 psi) | | |
| 4 | 4.800 | 0.686 | 3.346 | 3.87 | 0.533 | 3.670 | 3.13 | 0.436 | 3.876 | 2.62 |
| 6 | 6.900 | 0.986 | 4.868 | 7.99 | 0.767 | 5.274 | 6.46 | 0.627 | 5.571 | 5.41 |
| 8 | 9.050 | 1.293 | 6.309 | 13.75 | 1.006 | 6.917 | 11.12 | 0.823 | 7.305 | 9.32 |
| 10 | 11.100 | 1.586 | 7.738 | 20.68 | 1.233 | 8.486 | 16.72 | 1.009 | 8.961 | 14.01 |
| 12 | 13.200 | 1.886 | 9.202 | 29.25 | 1.467 | 10.090 | 23.65 | 1.200 | 10.656 | 19.82 |
| 14 | 15.300 | 2.186 | 10.666 | 39.29 | 1.700 | 11.696 | 31.77 | 1.391 | 12.351 | 26.63 |
| 16 | 17.400 | 2.486 | 12.130 | 50.82 | 1.933 | 13.302 | 41.08 | 1.582 | 14.046 | 34.44 |
| 18 | 19.500 | 2.786 | 13.594 | 63.82 | 2.167 | 14.906 | 51.61 | 1.773 | 15.741 | 43.25 |
| 20 | 21.600 | 3.086 | 15.058 | 78.31 | 2.400 | 16.512 | 63.32 | 1.964 | 17.436 | 53.07 |
| 24 | 25.800 | N/A | N/A | N/A | 2.867 | 19.722 | 90.35 | 2.345 | 20.829 | 73.69 |
| 30 | 32.000 | N/A | N/A | N/A | N/A | N/A | N/A | 2.909 | 25.833 | 116.46 |
| 36 | 38.300 | N/A | N/A | N/A | N/A | N/A | N/A | 2.482 | 30.918 | 166.84 |

Product Standard: ANSI/AWWA C906
ASTM F714, ASTM D3035

Pipe Compound: PPI TR-4 PE 4710,
ASTM D3350 Cell Class 445574 C/E

Certification: ANSI/NSF 61, ANSI/NSF 14*

Additional Option: Perforated (4" - 8")*

Nominal Laying Length: 40/50 feet

(Laying length tolerances are in accordance with AWWA and ASTM standards)

Coil option available upon request for size 6" and below.

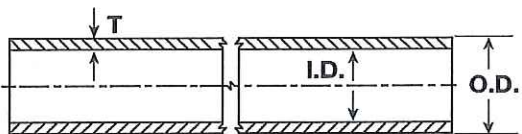
Installation: JM Eagle™ HDPE Water/Sewer
Installation Guide

Manning Coefficient (n) = 0.009

Hazen-Williams Coefficient (c) = 150

*Supply may vary based on plant location.
Please call regarding availability.

| PIPE SIZE (IN) | AVG O.D. (IN) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) |
|----------------|---------------|-------------------|---------------|--------------|-----------------|---------------|--------------|-----------------|---------------|--------------|
| | | DR 13.5 (160 psi) | | | DR 17 (125 psi) | | | DR 19 (111 psi) | | |
| 4 | 4.800 | 0.356 | 4.045 | 2.18 | 0.282 | 4.202 | 1.76 | 0.253 | 4.264 | 1.59 |
| 6 | 6.900 | 0.511 | 5.817 | 4.50 | 0.406 | 6.039 | 3.64 | 0.363 | 6.130 | 3.27 |
| 8 | 9.050 | 0.670 | 7.630 | 7.74 | 0.532 | 7.922 | 6.25 | 0.476 | 8.041 | 5.63 |
| 10 | 11.100 | 0.822 | 9.375 | 11.64 | 0.653 | 9.761 | 9.41 | 0.584 | 9.862 | 8.47 |
| 12 | 13.200 | 0.978 | 11.127 | 16.47 | 0.776 | 11.555 | 13.30 | 0.695 | 11.727 | 11.99 |
| 14 | 15.300 | 1.133 | 12.898 | 22.12 | 0.900 | 13.392 | 17.88 | 0.805 | 13.593 | 16.10 |
| 16 | 17.400 | 1.289 | 14.667 | 28.61 | 1.024 | 15.229 | 23.13 | 0.916 | 15.458 | 20.84 |
| 18 | 19.500 | 1.444 | 16.439 | 35.92 | 1.147 | 17.068 | 29.04 | 1.026 | 17.325 | 26.15 |
| 20 | 21.600 | 1.600 | 18.208 | 44.09 | 1.271 | 18.905 | 35.64 | 1.137 | 19.190 | 32.10 |
| 24 | 25.800 | 1.911 | 21.749 | 62.90 | 1.518 | 22.582 | 50.84 | 1.358 | 22.921 | 45.80 |
| 30 | 32.000 | 2.370 | 26.976 | 96.76 | 1.882 | 28.123 | 78.18 | 1.684 | 28.430 | 70.45 |
| 36 | 38.300 | 2.837 | 32.286 | 138.62 | 2.253 | 33.524 | 112.02 | 2.016 | 34.026 | 100.94 |
| 42 | 44.500 | N/A | N/A | N/A | 2.618 | 38.950 | 151.24 | 2.342 | 39.535 | 136.24 |
| 48 | 50.800 | N/A | N/A | N/A | 2.988 | 44.465 | 197.05 | 2.674 | 45.131 | 177.57 |



T: (Wall Thickness)

I.D.: (Inside Diameter)

O.D.: (Outside Diameter)



| PIPE SIZE (IN) | AVG O.D. (IN) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) | MIN. T. (IN) | AVG I.D. (IN) | WGT (LBS/FT) |
|----------------|---------------|-----------------|---------------|--------------|----------------|---------------|--------------|------------------|---------------|--------------|
| | | DR 21 (100 psi) | | | DR 26 (80 psi) | | | DR 32.5 (63 psi) | | |
| 4 | 4.800 | 0.229 | 4.315 | 1.44 | 0.185 | 4.408 | 1.18 | 0.148 | 4.486 | 0.95 |
| 6 | 6.900 | 0.329 | 6.203 | 2.98 | 0.265 | 6.338 | 2.43 | 0.212 | 6.451 | 1.96 |
| 8 | 9.050 | 0.431 | 8.136 | 5.13 | 0.348 | 8.312 | 4.18 | 0.278 | 8.461 | 3.37 |
| 10 | 11.100 | 0.529 | 9.979 | 7.72 | 0.427 | 10.195 | 6.29 | 0.342 | 10.375 | 5.08 |
| 12 | 13.200 | 0.629 | 11.867 | 10.91 | 0.508 | 12.123 | 8.91 | 0.406 | 12.339 | 7.18 |
| 14 | 15.300 | 0.729 | 13.755 | 14.66 | 0.588 | 14.053 | 11.95 | 0.471 | 14.301 | 9.65 |
| 16 | 17.400 | 0.829 | 15.643 | 18.96 | 0.669 | 15.982 | 15.46 | 0.535 | 16.429 | 12.49 |
| 18 | 19.500 | 0.929 | 17.531 | 23.81 | 0.750 | 17.910 | 19.95 | 0.600 | 18.228 | 15.67 |
| 20 | 21.600 | 1.029 | 19.419 | 29.22 | 0.831 | 19.838 | 23.84 | 0.665 | 20.190 | 19.24 |
| 24 | 25.800 | 1.229 | 23.195 | 41.68 | 0.992 | 23.697 | 33.99 | 0.794 | 24.117 | 27.44 |
| 30 | 32.000 | 1.524 | 28.769 | 64.11 | 1.231 | 23.390 | 52.31 | 0.985 | 29.912 | 42.22 |
| 36 | 38.300 | 1.824 | 34.433 | 91.84 | 1.473 | 35.177 | 74.92 | 1.178 | 35.873 | 60.43 |
| 42 | 44.500 | 2.119 | 40.008 | 123.96 | 1.712 | 40.871 | 101.17 | 1.369 | 41.480 | 81.59 |
| 48 | 50.800 | 2.419 | 45.672 | 161.55 | 1.954 | 46.658 | 131.83 | 1.563 | 47.486 | 106.34 |

This information may have been updated. Please visit www.jmeagle.com for all updated information and warranty details.

CUSTOMER SERVICE: 1.800.621.4404

THIS PRODUCT IS MADE IN AMERICA

PRINTED JUNE 2018 REV10



JMM HIGH DENSITY POLYETHYLENE (HDPE) PE4710 PRODUCT SPECIFICATION

Description:

JMM manufactures High Density Polyethylene (HDPE) water pressure pipes for municipal and industrial transmission systems. Our pressure pipe is used in many types of applications such as potable water, sewer, drain, mining, irrigation, slip lining, and reclaimed water.

Materials:

JMM HDPE pressure pipe is manufactured with premium, highly engineered PE4710 resin that provides maximum performance benefits to service today's municipal and industrial water needs. The PE4710 material conforms to ASTM D3350 with the cell classification of 445574C/E and is listed with the Plastic Pipe Institute's (PPI) TR4. It is formulated with carbon black and/or ultraviolet stabilizer for maximum protection against UV rays for added assurance.

| Size | Type | DR | Standard (If Applicable) |
|----------|------------|--------|--------------------------|
| 4" – 63" | IPS / DIPS | 7 – 41 | ASTM F714 |

Quality Assurance:

JMM takes great pride in the quality and workmanship of all of our products. JMM quality control programs monitor three critical aspects of the manufacturing process: the raw material, pipe production, and the finished goods. Incoming raw material is inspected and tested to ensure the material meets all applicable requirements before its release for production. During production, the pipe will be examined and pipe samples will be collected for physical verification and testing for compliance. The finished product is subjected to further visual inspection to ensure it has met all the appropriate specifications and packaging requirements. Our pipes are continuously monitored throughout the entire manufacturing process to validate that they are in accordance with all applicable specifications. Certificates of Compliance are available upon request.

Lengths & Bending Radius:

Standard laying lengths of HDPE pressure water pipe is 40/50 foot lengths. Pipe sizes under 6" may be coiled at continuous longer lengths upon request.

Marking:

The standard markings printed on JMM pipes generally consist of the JMM logo, nominal size and OD base, material code, dimension ratio, pressure class, current AWWA C906 (if applicable), ASTM F714 (if applicable), and production date (day, month, & year).



Website:

Please visit our website at www.jmm.com for more information.

Note: Information provided here is a general guideline of JMM PE products. JMM reserves the right to modify any information as necessary. For more detailed information, please contact your JMM sales representative. Always follow project specifications and adhere to local rules, codes and regulations

HDPE IRON PIPE SIZE (IPS) PRESSURE PIPE PE4710

| Pipe Size | DR 7 (333 psi) | | | | DR 7.3 (318 psi) | | | | DR 9 (250 psi) | | | | DR 9.3 (241 psi) | | | | DR 11 (200 psi) | | | | DR 13.5 (160 psi) | | | |
|-----------|----------------|----------|--------|--------------|------------------|--------|--------------|----------|----------------|--------------|----------|--------|------------------|----------|--------|--------------|-----------------|--------|--------------|----------|-------------------|--------------|--|--|
| | Avg OD | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | | |
| 1/2 | 0.840 | 0.120 | 0.59 | 0.12 | 0.115 | 0.60 | 0.11 | 0.093 | 0.64 | 0.10 | 0.090 | 0.65 | 0.09 | 0.076 | 0.68 | 0.08 | 0.062 | 0.71 | 0.07 | | | | | |
| 3/4 | 1.050 | 0.150 | 0.73 | 0.19 | 0.144 | 0.75 | 0.18 | 0.117 | 0.80 | 0.15 | 0.113 | 0.81 | 0.15 | 0.095 | 0.85 | 0.12 | 0.078 | 0.88 | 0.10 | | | | | |
| 1 | 1.315 | 0.188 | 0.92 | 0.29 | 0.180 | 0.93 | 0.28 | 0.146 | 1.01 | 0.23 | 0.141 | 1.02 | 0.23 | 0.120 | 1.06 | 0.20 | 0.097 | 1.11 | 0.16 | | | | | |
| 2 | 2.375 | 0.339 | 1.66 | 0.95 | 0.325 | 1.69 | 0.91 | 0.264 | 1.82 | 0.77 | 0.255 | 1.83 | 0.74 | 0.216 | 1.92 | 0.64 | 0.176 | 2.00 | 0.53 | | | | | |
| 3 | 3.500 | 0.500 | 2.44 | 2.06 | 0.479 | 2.48 | 1.98 | 0.389 | 2.68 | 1.66 | 0.376 | 2.70 | 1.61 | 0.318 | 2.83 | 1.39 | 0.259 | 2.95 | 1.16 | | | | | |
| 4 | 4.500 | 0.643 | 3.14 | 3.40 | 0.616 | 3.19 | 3.28 | 0.500 | 3.44 | 2.75 | 0.484 | 3.47 | 2.67 | 0.409 | 3.63 | 2.30 | 0.333 | 3.79 | 1.91 | | | | | |
| 5 3/8 | 5.375 | 0.768 | 3.75 | 4.85 | 0.736 | 3.81 | 4.68 | 0.597 | 4.11 | 3.92 | 0.578 | 4.15 | 3.81 | 0.489 | 4.34 | 3.29 | 0.398 | 4.53 | 2.73 | | | | | |
| 5 | 5.563 | 0.795 | 3.88 | 5.20 | 0.762 | 3.95 | 5.02 | 0.618 | 4.25 | 4.20 | 0.598 | 4.29 | 4.08 | 0.506 | 4.49 | 3.52 | 0.412 | 4.69 | 2.92 | | | | | |
| 6 | 6.625 | 0.946 | 4.62 | 7.36 | 0.908 | 4.70 | 7.12 | 0.736 | 5.06 | 5.96 | 0.712 | 5.11 | 5.79 | 0.602 | 5.35 | 4.99 | 0.491 | 5.58 | 4.15 | | | | | |
| 7 | 7.125 | 0.976 | 5.06 | 8.23 | 0.976 | 5.06 | 8.23 | 0.792 | 5.45 | 6.89 | 0.766 | 5.50 | 6.70 | 0.648 | 5.75 | 5.78 | 0.528 | 6.01 | 4.80 | | | | | |
| 8 | 8.625 | 1.232 | 6.01 | 12.48 | 1.182 | 6.12 | 12.06 | 0.958 | 6.59 | 10.09 | 0.927 | 6.66 | 9.81 | 0.784 | 6.96 | 8.46 | 0.639 | 7.27 | 7.03 | | | | | |
| 10 | 10.750 | 1.536 | 7.49 | 19.40 | 1.473 | 7.63 | 18.74 | 1.194 | 8.22 | 15.68 | 1.156 | 8.30 | 15.24 | 0.977 | 8.68 | 13.14 | 0.796 | 9.06 | 10.92 | | | | | |
| 12 | 12.750 | 1.821 | 8.89 | 27.28 | 1.747 | 9.05 | 26.36 | 1.417 | 9.75 | 22.07 | 1.371 | 9.84 | 21.44 | 1.159 | 10.29 | 18.49 | 0.944 | 10.75 | 15.36 | | | | | |
| 14 | 14.000 | 2.000 | 9.76 | 32.90 | 1.918 | 9.93 | 31.78 | 1.556 | 10.70 | 26.61 | 1.505 | 10.81 | 25.85 | 1.273 | 11.30 | 22.30 | 1.037 | 11.80 | 18.52 | | | | | |
| 16 | 16.000 | 2.286 | 11.15 | 42.97 | 2.192 | 11.35 | 41.51 | 1.778 | 12.23 | 34.75 | 1.720 | 12.35 | 33.76 | 1.455 | 12.92 | 29.12 | 1.185 | 13.49 | 24.19 | | | | | |
| 18 | 18.000 | 2.571 | 12.55 | 54.37 | 2.466 | 12.77 | 52.53 | 2.000 | 13.76 | 43.97 | 1.935 | 13.90 | 42.73 | 1.636 | 14.53 | 36.84 | 1.333 | 15.17 | 30.61 | | | | | |
| 20 | 20.000 | 2.857 | 13.94 | 67.13 | 2.740 | 14.19 | 64.85 | 2.222 | 15.29 | 54.26 | 2.151 | 15.44 | 52.77 | 1.818 | 16.15 | 45.49 | 1.481 | 16.86 | 37.79 | | | | | |
| 24 | 24.000 | 3.429 | 16.73 | 96.68 | 3.288 | 17.03 | 93.39 | 2.667 | 18.35 | 78.18 | 2.581 | 18.53 | 75.98 | 2.182 | 19.37 | 65.52 | 1.778 | 20.23 | 54.44 | | | | | |
| 26 | 26.000 | | | | | | | 2.889 | 19.89 | 91.75 | 2.796 | 20.07 | 89.17 | 2.364 | 20.99 | 76.89 | 1.928 | 21.92 | 63.89 | | | | | |
| 28 | 28.000 | | | | | | | 3.111 | 21.40 | 106.40 | 3.011 | 21.62 | 103.42 | 2.545 | 22.60 | 89.15 | 2.074 | 23.60 | 74.09 | | | | | |
| 30 | 30.000 | | | | | | | 3.333 | 22.93 | 122.13 | 3.226 | 23.16 | 118.72 | 2.727 | 24.22 | 102.35 | 2.222 | 25.29 | 85.04 | | | | | |
| 32 | 32.000 | | | | | | | | | | | | | 2.909 | 25.83 | 116.46 | 2.370 | 26.98 | 96.76 | | | | | |
| 34 | 34.000 | | | | | | | | | | | | | 3.091 | 27.45 | 131.48 | 2.519 | 28.66 | 109.26 | | | | | |
| 36 | 36.000 | | | | | | | | | | | | | 3.273 | 29.06 | 147.41 | 2.667 | 30.35 | 122.49 | | | | | |



| Pipe Size | Avg OD | DR 15.5 (138 psi) | | | DR 17 (125 psi) | | | DR 19 (111 psi) | | | DR 21 (100 psi) | | | DR 26 (80 psi) | | | DR 32.5 (64 psi) | | |
|-----------|--------|-------------------|--------|--------------|-----------------|--------|--------------|-----------------|--------|--------------|-----------------|--------|--------------|----------------|--------|--------------|------------------|--------|--------------|
| | | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft |
| 1/2 | 0.840 | 0.054 | 0.73 | 0.07 | 0.062 | 0.71 | 0.07 | 0.044 | 0.75 | 0.05 | 0.062 | 0.71 | 0.07 | 0.062 | 0.71 | 0.07 | 0.062 | 0.71 | 0.07 |
| 3/4 | 1.050 | 0.068 | 0.91 | 0.09 | 0.062 | 0.92 | 0.08 | 0.055 | 0.93 | 0.08 | 0.062 | 0.92 | 0.08 | 0.062 | 0.92 | 0.08 | 0.062 | 0.92 | 0.08 |
| 1 | 1.315 | 0.085 | 1.14 | 0.14 | 0.077 | 1.15 | 0.13 | 0.069 | 1.17 | 0.12 | 0.063 | 1.18 | 0.11 | 0.062 | 1.18 | 0.11 | 0.062 | 1.18 | 0.11 |
| 2 | 2.375 | 0.153 | 2.05 | 0.47 | 0.140 | 2.08 | 0.43 | 0.125 | 2.11 | 0.39 | 0.113 | 2.14 | 0.35 | 0.091 | 2.18 | 0.29 | 0.073 | 2.22 | 0.23 |
| 3 | 3.500 | 0.226 | 3.02 | 1.02 | 0.206 | 3.06 | 0.94 | 0.184 | 3.11 | 0.84 | 0.167 | 3.15 | 0.77 | 0.135 | 3.21 | 0.63 | 0.108 | 3.27 | 0.51 |
| 4 | 4.500 | 0.290 | 3.88 | 1.68 | 0.265 | 3.94 | 1.55 | 0.237 | 4.00 | 1.39 | 0.214 | 4.05 | 1.27 | 0.173 | 4.13 | 1.03 | 0.138 | 4.21 | 0.83 |
| 5 3/8 | 5.375 | 0.347 | 4.64 | 2.40 | 0.316 | 4.71 | 2.21 | 0.283 | 4.78 | 1.99 | 0.256 | 4.83 | 1.81 | 0.207 | 4.94 | 1.48 | 0.165 | 5.03 | 1.19 |
| 5 | 5.563 | 0.359 | 4.80 | 2.58 | 0.327 | 4.87 | 2.36 | 0.293 | 4.94 | 2.13 | 0.265 | 5.00 | 1.94 | 0.214 | 5.11 | 1.58 | 0.171 | 5.20 | 1.27 |
| 6 | 6.625 | 0.427 | 5.72 | 3.65 | 0.390 | 5.80 | 3.35 | 0.349 | 5.89 | 3.02 | 0.315 | 5.96 | 2.74 | 0.255 | 6.08 | 2.24 | 0.204 | 6.19 | 1.81 |
| 7 | 7.125 | 0.460 | 6.15 | 4.23 | 0.419 | 6.24 | 3.88 | 0.375 | 6.33 | 3.49 | 0.340 | 6.40 | 3.18 | 0.274 | 6.54 | 2.59 | 0.219 | 6.66 | 2.09 |
| 8 | 8.625 | 0.556 | 7.45 | 6.19 | 0.507 | 7.55 | 5.68 | 0.454 | 7.66 | 5.12 | 0.411 | 7.75 | 4.66 | 0.332 | 7.92 | 3.80 | 0.265 | 8.06 | 3.06 |
| 10 | 10.750 | 0.694 | 9.28 | 9.62 | 0.632 | 9.41 | 8.82 | 0.566 | 9.55 | 7.95 | 0.512 | 9.66 | 7.24 | 0.413 | 9.87 | 5.90 | 0.331 | 10.05 | 4.77 |
| 12 | 12.750 | 0.823 | 11.01 | 13.53 | 0.750 | 11.16 | 12.41 | 0.671 | 11.33 | 11.18 | 0.607 | 11.46 | 10.17 | 0.490 | 11.71 | 8.30 | 0.392 | 11.92 | 6.69 |
| 14 | 14.000 | 0.903 | 12.09 | 16.31 | 0.824 | 12.25 | 14.97 | 0.737 | 12.44 | 13.49 | 0.667 | 12.59 | 12.28 | 0.538 | 12.86 | 10.00 | 0.431 | 13.09 | 8.08 |
| 16 | 16.000 | 1.032 | 13.81 | 21.30 | 0.941 | 14.01 | 19.55 | 0.842 | 14.21 | 17.61 | 0.762 | 14.38 | 16.03 | 0.615 | 14.70 | 13.07 | 0.492 | 14.96 | 10.54 |
| 18 | 18.000 | 1.161 | 15.54 | 26.95 | 1.059 | 15.75 | 24.75 | 0.947 | 15.99 | 22.29 | 0.857 | 16.18 | 20.28 | 0.692 | 16.53 | 16.54 | 0.554 | 16.83 | 13.36 |
| 20 | 20.000 | 1.290 | 17.26 | 33.28 | 1.176 | 17.51 | 30.53 | 1.053 | 17.77 | 27.52 | 0.952 | 17.98 | 25.03 | 0.769 | 18.37 | 20.43 | 0.615 | 18.70 | 16.47 |
| 24 | 24.000 | 1.548 | 20.72 | 47.92 | 1.412 | 21.01 | 43.99 | 1.263 | 21.32 | 39.63 | 1.143 | 21.58 | 36.06 | 0.923 | 22.04 | 29.42 | 0.738 | 22.44 | 23.72 |
| 26 | 26.000 | 1.677 | 22.44 | 56.24 | 1.529 | 22.76 | 51.61 | 1.368 | 23.10 | 46.51 | 1.238 | 23.38 | 42.31 | 1.000 | 23.88 | 34.53 | 0.800 | 24.30 | 27.86 |
| 28 | 28.000 | 1.806 | 24.17 | 65.22 | 1.647 | 24.51 | 59.87 | 1.474 | 24.88 | 53.94 | 1.333 | 25.17 | 49.07 | 1.077 | 25.72 | 40.05 | 0.862 | 26.17 | 32.33 |
| 30 | 30.000 | 1.935 | 25.90 | 74.87 | 1.765 | 26.26 | 68.74 | 1.579 | 26.65 | 61.92 | 1.429 | 26.97 | 56.36 | 1.154 | 27.55 | 45.98 | 0.923 | 28.04 | 37.09 |
| 32 | 32.000 | 2.065 | 27.62 | 85.23 | 1.882 | 28.01 | 78.18 | 1.684 | 28.43 | 70.45 | 1.542 | 28.73 | 64.11 | 1.231 | 29.39 | 52.31 | 0.985 | 29.91 | 42.22 |
| 34 | 34.000 | 2.194 | 29.35 | 96.21 | 2.000 | 29.76 | 88.27 | 1.790 | 30.21 | 79.54 | 1.619 | 30.57 | 72.36 | 1.308 | 31.23 | 59.06 | 1.046 | 31.78 | 47.63 |
| 36 | 36.000 | 2.323 | 31.08 | 107.86 | 2.118 | 31.51 | 98.98 | 1.895 | 31.98 | 89.17 | 1.714 | 32.37 | 81.12 | 1.385 | 33.06 | 66.22 | 1.108 | 33.65 | 53.42 |

HDPE IRON PIPE SIZE (IPS) PRESSURE PIPE PE4710

| Pipe Size | Avg OD | DR 17 (125 psi) | | | DR 19 (111 psi) | | | DR 21 (100 psi) | | | DR 26 (80 psi) | | | DR 32.5 (64 psi) | | | DR 41 (50 psi) | | |
|-----------|--------|-----------------|--------|--------------|-----------------|--------|--------------|-----------------|--------|--------------|----------------|--------|--------------|------------------|--------|--------------|----------------|--------|--------------|
| | | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft |
| 36 | 36.000 | 2.118 | 31.510 | 98.98 | 1.895 | 31.983 | 89.17 | 1.714 | 32.366 | 81.12 | 1.385 | 33.064 | 66.22 | 1.108 | 33.651 | 53.42 | 0.878 | 34.139 | 42.63 |
| 42 | 42.000 | 2.471 | 36.761 | 134.72 | 2.211 | 37.314 | 121.37 | 2.000 | 37.760 | 110.43 | 1.615 | 38.576 | 90.08 | 1.292 | 39.261 | 72.68 | 1.024 | 39.830 | 58.03 |
| 48 | 48.000 | 2.824 | 42.013 | 175.97 | 2.526 | 42.644 | 158.52 | 2.286 | 43.154 | 144.25 | 1.846 | 44.086 | 117.68 | 1.477 | 44.869 | 94.95 | 1.171 | 45.517 | 75.79 |
| 54 | 54.000 | 3.177 | 42.265 | 222.64 | 2.842 | 47.975 | 200.63 | 2.571 | 48.549 | 182.51 | 2.077 | 49.597 | 148.95 | 1.622 | 50.477 | 120.20 | 1.317 | 51.208 | 95.92 |
| 63 | 63.000 | | | | | | | 3.000 | 56.640 | 248.46 | 2.423 | 57.863 | 202.72 | 1.938 | 58.891 | 163.53 | 1.537 | 59.742 | 130.56 |



HDPE DUCTILE IRON PIPE SIZE (DIPS) PRESSURE PIPE PE4710

| Pipe Size | Avg OD | DR 7 (333 psi) | | | DR 9 (250 psi) | | | DR 11 (200 psi) | | | DR 13.5 (160 psi) | | | DR 17 (125 psi) | | |
|-----------|--------|----------------|--------|--------------|----------------|--------|--------------|-----------------|--------|--------------|-------------------|--------|--------------|-----------------|--------|--------------|
| | | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft |
| 4 | 4.800 | 0.686 | 3.346 | 3.87 | 0.533 | 3.670 | 3.13 | 0.436 | 3.876 | 2.62 | 0.356 | 4.045 | 2.18 | 0.282 | 4.202 | 1.76 |
| 6 | 6.900 | 0.946 | 4.894 | 7.99 | 0.767 | 5.274 | 6.46 | 0.627 | 5.571 | 5.41 | 0.511 | 5.817 | 4.50 | 0.406 | 6.039 | 3.64 |
| 8 | 9.050 | 1.293 | 6.309 | 13.75 | 1.006 | 6.917 | 11.12 | 0.823 | 7.305 | 9.32 | 0.670 | 7.630 | 7.74 | 0.532 | 7.922 | 6.25 |
| 10 | 11.100 | 1.586 | 7.738 | 20.68 | 1.233 | 8.486 | 16.72 | 1.009 | 8.961 | 14.01 | 0.822 | 9.357 | 11.64 | 0.653 | 9.716 | 9.41 |
| 12 | 13.200 | 1.886 | 9.202 | 29.24 | 1.467 | 10.090 | 23.65 | 1.200 | 10.656 | 19.82 | 0.978 | 11.127 | 16.47 | 0.776 | 11.555 | 13.30 |
| 14 | 15.300 | 2.186 | 10.666 | 39.29 | 1.700 | 11.696 | 31.77 | 1.391 | 12.351 | 26.63 | 1.133 | 12.898 | 22.12 | 0.900 | 13.392 | 17.88 |
| 16 | 17.400 | 2.486 | 12.130 | 50.81 | 1.933 | 13.302 | 41.09 | 1.582 | 14.046 | 34.44 | 1.289 | 14.667 | 28.61 | 1.024 | 15.229 | 23.13 |
| 18 | 19.500 | 2.786 | 13.594 | 63.82 | 2.167 | 14.906 | 51.61 | 1.773 | 15.741 | 43.25 | 1.444 | 16.439 | 35.92 | 1.147 | 17.068 | 29.04 |
| 20 | 21.600 | | | | 2.400 | 16.512 | 63.32 | 1.964 | 17.436 | 53.07 | 1.600 | 18.208 | 44.09 | 1.271 | 18.905 | 35.64 |
| 24 | 25.800 | | | | 2.867 | 19.722 | 90.34 | 2.345 | 20.829 | 75.69 | 1.911 | 21.749 | 62.90 | 1.518 | 22.582 | 50.84 |
| 30 | 32.000 | | | | | | | 2.909 | 25.833 | 116.46 | 2.370 | 26.976 | 96.76 | 1.880 | 28.014 | 78.18 |
| 36 | 38.300 | | | | | | | | | | 2.837 | 32.286 | 138.62 | 2.253 | 33.524 | 112.02 |
| 42 | 44.500 | | | | | | | | | | | | | 2.618 | 38.950 | 151.24 |
| 48 | 50.800 | | | | | | | | | | | | | 2.988 | 44.465 | 197.05 |

| Pipe Size | Avg OD | DR 19 (111 psi) | | | DR 21 (100 psi) | | | DR 26 (80 psi) | | | DR 32.5 (64 psi) | | |
|-----------|--------|-----------------|--------|--------------|-----------------|--------|--------------|----------------|--------|--------------|------------------|--------|--------------|
| | | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft | Min Wall | Avg ID | Weight lb/ft |
| 4 | 4.800 | 0.253 | 4.264 | 1.59 | 0.229 | 4.315 | 1.44 | 0.185 | 4.408 | 1.18 | 0.148 | 4.486 | 0.95 |
| 6 | 6.900 | 0.363 | 6.130 | 3.28 | 0.329 | 6.203 | 2.98 | 0.265 | 6.338 | 2.43 | 0.212 | 6.451 | 1.96 |
| 8 | 9.050 | 0.476 | 8.041 | 5.64 | 0.431 | 8.136 | 5.13 | 0.348 | 8.312 | 4.18 | 0.278 | 8.461 | 3.37 |
| 10 | 11.100 | 0.584 | 9.862 | 8.48 | 0.529 | 9.979 | 7.72 | 0.427 | 10.195 | 6.29 | 0.342 | 10.375 | 5.08 |
| 12 | 13.200 | 0.695 | 11.727 | 11.99 | 0.629 | 11.867 | 10.91 | 0.508 | 12.123 | 8.91 | 0.406 | 12.339 | 7.18 |
| 14 | 15.300 | 0.805 | 13.593 | 16.11 | 0.729 | 13.755 | 14.66 | 0.588 | 14.053 | 11.95 | 0.471 | 14.301 | 9.65 |
| 16 | 17.400 | 0.916 | 15.458 | 20.83 | 0.829 | 15.643 | 18.96 | 0.669 | 15.982 | 15.46 | 0.536 | 16.264 | 12.49 |
| 18 | 19.500 | 1.026 | 17.325 | 26.16 | 0.929 | 17.531 | 23.81 | 0.750 | 17.910 | 19.42 | 0.600 | 18.228 | 15.67 |
| 20 | 21.600 | 1.137 | 19.190 | 32.10 | 1.029 | 19.419 | 29.22 | 0.831 | 19.838 | 23.84 | 0.665 | 20.190 | 19.24 |
| 24 | 25.800 | 1.358 | 22.921 | 45.80 | 1.229 | 23.195 | 41.68 | 0.992 | 23.697 | 33.99 | 0.794 | 24.117 | 27.44 |
| 30 | 32.000 | 1.684 | 28.430 | 70.45 | 1.524 | 28.769 | 64.11 | 1.231 | 29.390 | 52.31 | 0.985 | 29.912 | 42.22 |
| 36 | 38.300 | 2.016 | 34.026 | 100.93 | 1.824 | 34.433 | 91.84 | 1.473 | 35.177 | 74.92 | 1.179 | 35.801 | 60.43 |
| 42 | 44.500 | 2.342 | 39.535 | 136.25 | 2.119 | 40.008 | 123.96 | 1.712 | 40.871 | 101.17 | 1.370 | 41.596 | 81.59 |
| 48 | 50.800 | 2.674 | 45.131 | 177.55 | 2.419 | 45.672 | 161.55 | 1.954 | 46.658 | 131.83 | 1.563 | 47.486 | 106.34 |



PE 4710 JMM HDPE Typical Primary Properties

| Property | Unit | Test Procedure | Typical Value |
|--|-------------------|----------------|------------------------------------|
| Material Designation | --- | PPI-TR4 | PE 4710 |
| Cell Classification | --- | ASTM D3350 | ** 445574C |
| Density [4] | g/cm ³ | ASTM D1505 | 0.959 |
| Melt Index [4] | g/10 minutes | ASTM D1238 | <0.15 |
| Flexural Modulus [5] | psi | ASTM D790 | > 120,000 |
| Tensile Strengt [5] | psi | ASTM D638 | > 3,600 |
| SCG (PENT) [7] | Hours | ASTM F1473 | >100 |
| HDB @ 73.4°F (23°C)[4] | psi | ASTM D2837 | 1600 |
| HDB @ 140°F (60°C) | psi | ASTM D2837 | 1000 |
| HDS (hydrostatic design stress) @ 73.4°F | psi | PPI-TR4 | 1000 |
| HDS @ 140°F | psi | PPI-TR4 | 630 |
| Color; UV Stabilize [C] | --- | --- | Black with minimum 2% carbon black |
| Brittleness Temperature | °F | ASTM D746 | <-180 |

** Note: Cell Classification is 445576E for all Blue / Green / Gray Polyethylene Pipes.

Attachment "H"

Proof of Property Interest

Change No Change

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest is documented through applicable affidavits and required attachments.

ROW-U-Affidavit (See ROW Utilities Manual, Chapter 9, Section 3)

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation for compensable interest is required. Supporting documentation for existing easement's is required for easement replacement.

Master Utility Agreement

SP2125

Initial Date
TxDOT

Initial Date
Utility

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|------------|---|----------------|
| 11/13/2023 | SERVICE ORDER WITH UEG FOR GPS SERVICES | CRWA 23-11-074 |

INITIATED BY

JOHN KAUFMAN

STAFF RECOMMENDATION

Approve a Service Order with Utility Engineering Group, PLLC (UEG) to perform GPS physical locating of all visible above ground appurtenances associated with CRWA's transmission line system that is currently depicted on CRWA's GIS website (Midcities Phases 2A and 2B, Wells Ranch transmission line, Santa Clara transmission line, and the Crystal Clear SUD transmission line) for a cost not to exceed \$42,337.50.

BACKGROUND INFORMATION

Global position system (GPS) verification CRWA's geographic information system (GIS) mapping of the Midcities Phases 2A and 2B, Wells Ranch transmission line, Santa Clara transmission line, and the Crystal Clear transmission line is needed to improve the accuracy of the mapping for utility locates and to finalize the GIS mapping of CRWA's horizontal infrastructure. The mapping work will be performed using CRWA's GPS mapping equipment.

FINANCIAL IMPACT

The total cost of the Service Order is \$42,337.50.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-074

BE IT RESOLVED that a Service Order with Utility Engineering Group, PLLC to perform GPS physical locating of all visible above ground appurtenances associated with CRWA's transmission line system that is currently depicted on CRWA's GIS website (Midcities Phases 2A and 2B, Wells Ranch transmission line, Santa Clara transmission line, and the Crystal Clear SUD transmission line) for a cost not to exceed \$42,337.50 is approved.

Adopted this 13th day of November 2023

Ayes _____ Nays _____ Abstained _____ Absent _____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

Attachment One
GENERAL FORMAT FOR SERVICE ORDER

SERVICE ORDER
CANYON REGIONAL WATER AUTHORITY (“CRWA”)
MASTER SERVICES AGREEMENT NO. _____

PROJECT NAME: CRWA GIS Expansion – Phase 4 – Transmission Main GPS Verification Services

PROJECT NO.:

SERVICE ORDER NO.: 3

COMMENCEMENT DATE:

This Service Order is executed by any between the Canyon Regional Water Authority (“CRWA”) and Utility Engineering Group, PLLC (“**Engineer**”). CRWA and Engineer agree that all of the Services authorized by this Service Order shall be subject to the terms and conditions of CRWA’s Master Services Agreement for Professional Engineering Services between CRWA and Engineer (“**Agreement**”). Upon execution of this Service Order, the Agreement shall be incorporated into and be considered part of this Service Order as if set forth herein in its entirety.

Any capitalized terms in this Service Order that are not defined herein shall have the meanings given to them in the Agreement. If there is any inconsistency between the terms of this Service Order and the terms of the Agreement, the terms of this Service Order will control.

Engineer will provide the Services described in the Services of Engineer below in connection with the Specific Project described below.

1. Description of Specific Project:

The CRWA GIS Expansion – Phase 4 – Transmission Main GPS Verification Services project will collect Global Positioning System (GPS) information for the above ground transmission main appurtenances associated with Canyon Regional Water Authority’s (CRWA’s) transmission main system currently depicted on the Geographic Information System (GIS) website (Midcities Phases 2A and 2B, Wells Ranch transmission main, Santa Clara transmission main, and the Crystal Clear transmission main). The collected information will be used to update feature geo-spatial datasets for use on the CRWA web application based on the scope of services listed below.

2. Services of Engineer (Scope of Services)

A. The specific services to be provided or furnished by Engineer under this Service Order are:

set forth the attached Exhibit A, which is incorporated herein.

as follows:

Base Scope of Services - CRWA Transmission Main GPS Verification Services:

UEG will work with Colliers Engineering & Design (CED) to perform GPS physical locating of all visible above ground appurtenances associated with CRWA's transmission main system currently depicted on the GIS website (Midcities Phases 2A and 2B, Wells Ranch transmission main, Santa Clara transmission main, and the Crystal Clear transmission main). Above ground appurtenances include all visible transmission main valves, fire hydrants, air release valves, and vaults. Based on the GPS survey, the existing transmission main system linework will be updated in the GIS website to reflect the GPS appurtenance locations. A copy of all datasets will be available for download at all times by CRWA Staff from a secured CED File Transfer Protocol (FTP).

In order to collect the GPS data, the team will be using CRWA's owned Leica Zeno FLX 100 plus Smart Antenna, Tab3 Active 8" Rugged Tablet, Wi-Fi & LTE, universal mounting pole and accessories. The team will coordinate with CRWA staff and G4 Geomatic Resources for training using and testing the GPS collection equipment, software access if needed, coding of attribute data fields, feature codes, and other pertinent details related to the use of the GPS unit.

This scope of services includes a project kick-off meeting with CRWA staff to:

- Discuss project timeline and expectations;
- Prioritize areas for asset collection;
- Discuss the existing GIS feature codes and descriptions;
- Define additional attributes to be inputted at the time of asset collection;
- Discuss asset accessibility challenges, coordination for permitted access, level of accuracy; and
- CRWA staff coordination and training to assist in GPS location collection.

Note that although many of the features are accessible in or near the public right-of-way, the project team may need assistance from CRWA staff to help coordinate access to assets that are within easements on public or private property. Additionally, a two-person field team will be utilized for safety protocols along major

roadways.

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then the RPR shall provide : N/A

full time representation; or

part time representation as follows:

C. Designing to a Construction Cost Limit

N/A

Under this Service Order, Engineer will design to a Construction Cost Limit of \$_____.

D. Other Services

Engineer shall also provide the following services:

N/A

2. CRWA's Responsibilities

CRWA shall have those responsibilities set forth in Section 5.01 of the Agreement, subject to the following:

N/A

3. Service Order Schedule

The parties shall meet the following schedule:

| Party | Action | Schedule |
|----------|---|--|
| Engineer | Complete Base Scope of Services. | Within 8 (eight) weeks of the Commencement Date of the Service Order. |
| CRWA | Submit comments regarding Base Scope of Services to Engineer. | Within 4 (four) weeks of confirmation of completed Base Scope of Services from Engineer. |

| | | |
|----------|---|---|
| Engineer | Address and Finalize Base Scope of Services comments from CRWA. | Within 4 (four) weeks of the receipt of CRWA's comments regarding the Base Scope of Services. |
|----------|---|---|

Should CRWA not return comments and/or instructions in the time listed in the schedule, the Engineer's schedule for subsequent items will be extended by the same number of days by which CRWA comments or instructions exceed the scheduled review with no further recourse by the Engineer against CRWA.

4. Method of Compensation

A. CRWA shall pay Engineer for services rendered under this Service Order using the following method of compensation:

- Lump Sum plus Named Reimbursable Expenses, if any; or
- Standard Hourly Rates plus Reimbursable Expenses with a Ceiling Price.

B. If this is a Lump Sum Service Order, CRWA shall pay Engineer the following lump sum amount for the services described in this Service Order: \$ _____. In addition, CRWA shall reimburse Engineer for the following Named Reimbursable Expenses (if any):

C. If this is an Hourly Rates Service Order, the Ceiling Price for this Service Order is. \$42,337.50.

D. If this is an Hourly Rates Service Order, the estimated amount of compensation payable for each category of services rendered under this Service Order is as follows:

| Description of Service | Amount |
|---|---------------------|
| Base Scope of Services | \$ 42,337.50 |
| ESTIMATED TOTAL COMPENSATION (CEILING PRICE) | \$ 42,337.50 |

E. The terms of payment are set forth in Article 4 of the Agreement.

5. **Consultants and Subcontractors retained or that will be retained as of the Commencement Date of the Service Order:**

6. **Other Modifications to the Agreement or the Exhibits to the Agreement:**

N/A

7. **Exhibits or Attachments to this Service Order:**

N/A

8. **Documents (other than the Agreement) Incorporated by Reference:**

N/A

9. **Terms and Conditions**

Execution of this Service Order by CRWA and Engineer, and approval hereof by CRWA's Board of Trustees, shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Service Order signed by CRWA and approved by its Board of Trustees.

AGREED:

CRWA

By: _____

Title: _____

Date: _____

Utility Engineering Group, PLLC
ENGINEER

BY:  _____

Title: David Kneuper, P.E. _____

Vice President _____

Date: 9/21/2023 _____

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|------------|---|----------------|
| 11/13/2023 | ARBITRAGE REBATE CALCULATION SERVICES WITH RITZ & ASSOCIATES PA | CRWA 23-11-075 |

INITIATED BY

JOAN WILKINSON

STAFF RECOMMENDATION

Approve a consulting agreement with Ritz & Associates PA for arbitrage rebate calculation services related to CRWA's \$12,050,000 tax-exempt contract revenue bonds (Hays/Caldwell Counties Area Project) Series 2021.

BACKGROUND INFORMATION

The "Series 21 Bonds" were acquired when interest rates were low. Considering the current high interest rates, a mid-point review by an arbitrage consultant to examine CRWA's potential arbitrage exposure is warranted.

FINANCIAL IMPACT

The total cost for the consulting service is \$2,500.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-075

BE IT RESOLVED that a consulting agreement with Ritz & Associates PA for arbitrage rebate calculation services related to CRWA's \$12,050,000 tax-exempt contract revenue bonds (Hays/Caldwell Counties Area Project) Series 2021 is approved.

Adopted this 13th day of November 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary



November 7, 2023

VIA EMAIL

Ms. Joan Wilkinson
Finance Manager
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, TX 78130

Dear Ms. Wilkinson,

Thank you for the opportunity to submit this letter outlining the services (and related fees) we propose to provide in connection with the arbitrage rebate services related to the Authority's \$12,050,000 Tax-Exempt Contract Revenue Bonds (Hays/Caldwell Counties Area Project), Series 2021 (the "2021 Bonds").

We are proposing to perform arbitrage rebate calculations for the 2021 Bonds for the period from March 25, 2021 (date of issuance) through October 31, 2023 – this period would be the first periodic calculation falling within the First Five-Year Computation Period, which would end no later than March 24, 2026.

We propose that our services under this agreement would end upon the delivery of our report for the period ending October 31, 2023. The terms of future arbitrage rebate services for the 2021 Bonds would be discussed and agreed to prior to any future analysis.

Our fees and expenses related to these services would be \$2,500. Documents that we will require include, but may not be limited to, the following:

- IRS Form 8038 – filed at the time of issuance
- Trustee or bank statements for each account or fund created with 2021 Bond proceeds
- Certificate as to Tax Exemption



RITZ & ASSOCIATES PA

Ms. Joan Wilkinson
Finance Manager
Canyon Regional Water Authority
November 7, 2023
Page 2

We appreciate the continued opportunity to be of service to the Authority. Please feel free to call or email me with any questions you may have. If this letter defines the scope of the services we will provide, please sign and date below and return to me via email.

With highest regards,

Craig J. DeBerg
cdeberg@ritzcpa.com
612.963.6160

Accepted on behalf of Canyon Regional Water Authority:

_____ Name

_____ Date

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|------------|--|----------------|
| 11/13/2023 | SHORT-TERM PARTIAL ASSIGNMENT OF INTEREST AGREEMENT BETWEEN SAWS, SPRINGS HILL, CITY OF CIBOLO, GBRA, AND CRWA | CRWA 23-11-076 |

INITIATED BY

ADAM TELFER / JOHN KAUFMAN

STAFF RECOMMENDATION

Approve the Short-Term Partial Assignment of Interest Agreement between SAWS, Springs Hill WSC, City of Cibolo, GBRA, and CRWA, which will become effective January 1, 2024, and expire on December 31, 2028, and authorize the General Manager to sign the Agreement after the other parties approve and sign the Agreement.

BACKGROUND INFORMATION

A Short-Term Partial Assignment contract between SAWS, Springs Hill WSC, the City of Cibolo, and GBRA was approved and became effective on January 1, 2016, with a termination date of December 31, 2023. SAWS leased 500 AF/YR of its Lake Dunlap WTP GBRA water to Springs Hill WSC. Additionally, SAWS leased 500 AF/YR of Mid Cities pipeline capacity to the City of Cibolo.

SAWS now wishes to establish a new agreement with Springs Hill WSC and the City of Cibolo commencing on January 1, 2024, and terminating on December 31, 2028. The new agreement replaces the Lake Dunlap 500 AF/YR to Springs Hill WSC with 500 AF/YR of Wells Ranch groundwater. The City of Cibolo maintains the 500 AF/YR of Mid Cities pipeline capacity.

FINANCIAL IMPACT

There is no financial impact.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-076

BE IT RESOLVED that the Short-Term Partial Assignment of Interest Agreement between SAWS, Springs Hill WSC, City of Cibola, GBRA, and CRWA, which will become effective January 1, 2024, and expire on December 31, 2028, is approved and the General Manager is authorized to sign the Agreement after the other parties approve and sign the Agreement.

Adopted this 13th day of November 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

Short-Term Partial Assignment of Interest

This Short-Term Partial Assignment of Interest (“Short-Term Partial Assignment”) is made and entered into by and between the City of San Antonio, Texas, acting by and through its San Antonio Water System (“System” or “SAWS”), as successor in interest to the Bexar Metropolitan Water District (“BexarMet”); the Springs Hill Water Supply Corporation (“Springs Hill”); the City of Cibolo, Texas (“Cibolo”) and the Canyon Regional Water Authority (“CRWA”); and approved by the Guadalupe-Blanco River Authority (“GBRA”).

RECITALS

WHEREAS, SAWS is a public utility owned by the City of San Antonio that provides water service to residential and commercial customers primarily in Bexar, Medina, Comal and Atascosa Counties, Texas; and

WHEREAS, CRWA is a statutory district dedicated to the acquisition and development of potable water supplies on a wholesale basis to various entities; and

WHEREAS, effective April 26, 2007, BexarMet and CRWA entered into that certain Agreement for Assignment, Transfer and Assumption of Wells Ranch Project Bexar Metropolitan Water District to Canyon Regional Water Authority With March 2007 Water Demand Schedule to be Effective April 26, 2007, (“Assignment Agreement”) as amended by that certain First Amendment to the Assignment Agreement dated effective January 1, 2015 (“First Amendment to Assignment Agreement”) and as further amended by that certain Second Amendment to the Assignment Agreement dated effective April 6, 2023 (the “Second Amendment to Assignment Agreement”) (collectively referred to herein as the “Assignment Agreement as amended”); and

WHEREAS, CRWA, the System, Cibolo, East Central Special Utility District, Green Valley Special Utility District, Springs Hill, and GBRA are parties to that one certain Water Purchase Agreement which is intended by the parties to update and consolidate a 1998 Water Purchase Agreement and six amendments to such agreement into a new agreement (hereinafter, the “2018 GBRA Water Purchase Agreement”), whereby GBRA agrees to sell untreated water to CRWA for treatment and subsequent resale to the other parties on the terms and conditions described therein; and

WHEREAS, the 2018 GBRA Water Purchase Agreement establishes and has different conditions for termination of the agreement for different parties with the agreement terminating on December 31, 2023, as to SAWS and the agreement terminating on December 31, 2067, as to the other parties, unless extended; and

WHEREAS, CRWA, SAWS, Cibolo, Marion, Crystal Clear Special Utility District, East Central Special Utility District, Green Valley Special Utility District and Springs Hill are parties to that one certain Regional Water Supply Contract dated June 14, 2016 (Lake Dunlap/Mid-Cities Project) (“the Regional Water Supply Contract”) to provide for the payment of the operations and maintenance expenses of the delivery of treated water by CRWA from the Lake Dunlap Project and the Mid-Cities Project; and

WHEREAS, pursuant to the 2018 GBRA Water Purchase Agreement, SAWS was allocated the right and obligation to purchase 4,000 acre-feet of treated potable water annually from CRWA until December 31, 2023, and, after December 31, 2023, CRWA has provided that such 4,000 acre-feet of treated potable water annually shall be sourced from Wells Ranch groundwater pursuant to the Assignment Agreement as amended effective January 1, 2024 (“SAWS Allocation”); and

WHEREAS, pursuant to the Regional Water Supply Contract, CRWA has constructed infrastructure known as the Mid-Cities Pipeline to transport this treated potable water to various sources from CRWA’s treatment facility to various delivery points as part of the Mid-Cities Project; and

WHEREAS, Cibolo has a short-term need for pipeline capacity to transport 500 acre-feet of water per annum in the Mid-Cities Pipeline Project (Mid-Cities Pipeline Capacity), but has no need for additional treated potable water to transport in the Mid-Cities Pipeline; and

WHEREAS, Springs Hill has a short-term need for an additional 500 acre-feet of treated potable water annually for use within the service area of Springs Hill, but it has no need for the Mid-Cities Pipeline Capacity to transport such additional water; and

WHEREAS, the System, as successor to BexarMet, has 500 acre-feet of short-term excess water capacity annually from the SAWS Allocation provided by CRWA, and SAWS has associated Mid-Cities Pipeline Capacity under the Regional Water Supply Contract; and

WHEREAS, Springs Hill desires that the System assign 500 acre-feet annually of the treated potable water allocation from CRWA under the SAWS Allocation (“the Assigned Water Allocation”) to Springs Hill for a period of five (5) years without any associated Mid-Cities Pipeline Capacity to transport the water; and

WHEREAS, Cibolo desires that the System assign to Cibolo a portion of Mid-Cities Pipeline Capacity sufficient to transport 500 acre-feet of water per annum at a delivery rate not to exceed four hundred forty-six thousand three hundred and seventy-one (446,371) gallons per day from the point of origin of the Mid-Cities Pipeline at Lake Dunlap to the Cibolo Points of Delivery as depicted on Exhibit B (“the Assigned Pipeline Capacity Allocation”) without any associated water; and

WHEREAS, City of Cibolo shall be responsible for development of additional pipeline capacity to wholly replace the pipeline capacity supplied by this Short-Term Partial Assignment by January 1, 2028. City of Cibolo acknowledges and agrees that it will not have any rights to the System’s pipeline capacity beyond the term of this Short-Term Partial Assignment; and

WHEREAS, Springs Hill shall be responsible for development of another water supply to wholly replace the water supplied by this Short-Term Partial Assignment by January 1, 2028. Springs Hill acknowledges and agrees that it will not have any rights to the System’s water supply beyond the term of this Short-Term Partial Assignment; and

WHEREAS, the System desires to make the Assigned Water Allocation and the Assigned Pipeline Capacity Allocation subject to mutual performance by both Springs Hill and Cibolo; and

WHEREAS, CRWA desires to approve and effectuate this Short-Term Partial Assignment; and

WHEREAS, GBRA desires to approve this Short-Term Partial Assignment.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, the System, Springs Hill, Cibolo and CRWA hereby mutually agree, with the approval of GBRA, as follows:

1. Except as otherwise provided herein, the System hereby assigns to Springs Hill for the term of this Short-Term Partial Assignment the System's rights and obligations in connection with the Assigned Water Allocation under the SAWS Allocation. The System is not assigning to Springs Hill the System's rights and obligations in connection with the Mid-Cities Pipeline Capacity under the Regional Water Supply Contract.
2. Except as otherwise provided herein, Springs Hill hereby accepts the assignment of the System's rights and obligations in connection with the Assigned Water Allocation for the term of this Short-Term Partial Assignment to be used within the service area of Springs Hill. All parties to this Short-Term Partial Assignment agree that Springs Hill can use the Assigned Water Allocation within the service area of Springs Hill, and that the service area of Springs Hill is considered in the "GBRA Area" as defined under the 2018 GBRA Water Purchase Agreement.
3. Springs Hill's obligations hereunder shall include, without limitation, the obligation to directly make all payments due and owing to CRWA in connection with the Assigned Water Allocation in this Short-Term Partial Assignment. Springs Hill's obligations hereunder shall not include the obligation to directly make all payments due and owing to CRWA in connection with the Assigned Pipeline Capacity Allocation.
4. Except as otherwise provided herein, the System hereby assigns to Cibolo for the term of this Short-Term Partial Assignment the System's rights and obligations in connection with the Assigned Pipeline Capacity Allocation.
5. Except as otherwise provided herein, Cibolo accepts the assignment of the System's rights and obligations in connection with the Assigned Pipeline Capacity Allocation for the term of this Short-Term Partial Assignment.
6. Cibolo's obligations hereunder shall include, without limitation, the obligation to directly make all payments due and owing to CRWA and GBRA in connection with the Assigned Pipeline Capacity Allocation.

7. CRWA hereby approves this Short-Term Partial Assignment and agrees to take all action necessary to effectuate this Short-Term Partial Assignment in accordance with the terms of the GBRA Water Purchase Contract and the Regional Water Supply Contract.
8. CRWA's obligations hereunder shall include, without limitation:
 - a. the obligation to deliver the Assigned Water Allocation to Springs Hill at the Points of Delivery identified in Exhibit A;
 - b. the obligation to bill Springs Hill directly, on a monthly basis, for all payments due and owing to CRWA in connection with the Assigned Water Allocation under this Short-Term Partial Assignment;
 - c. the obligation to make the Assigned Pipeline Capacity Allocation to Cibolo as described herein; and
 - d. the obligation to bill Cibolo directly, on a monthly basis, for all payments due and owing to CRWA and GBRA in connection with the Assigned Pipeline Capacity Allocation.
9. The System agrees that, subject to the prior assigned obligations of Springs Hill and Cibolo hereunder to make all payments due and owing to CRWA in connection with the Assigned Water Allocation and to CRWA and GBRA in connection with the Assigned Pipeline Capacity Allocation in place of the System, the System will continue to maintain the System's obligation to CRWA regarding CRWA bond payments for water, treatment and distribution facilities associated with the Assigned Water Allocation and the Assigned Pipeline Capacity Allocation in the event of default by Springs Hill and Cibolo.
10. All other rights of the System are specifically retained by the System and not assigned hereunder.
11. Each party hereto agrees to provide the other party any additional documentation as may be reasonably necessary to evidence and effectuate the terms of this Short-Term Partial Assignment, including notice to the Texas Commission on Environmental Quality.
12. This Short-Term Partial Assignment shall not be assignable by any party without the prior written consent of all other Parties.
13. If either Springs Hill or Cibolo fails to pay CRWA any amounts payable to CRWA, GBRA or any other entity hereunder when due and payable, CRWA shall within three (3) days give written notice of such delinquency to Springs Hill, Cibolo and the System. Subject to Cibolo's right to cure under this Section, if all amounts due and unpaid are not paid within thirty (30) days after electronic or mail delivery of such notice, then this Short-Term Partial Assignment shall immediately terminate and all rights and obligations in connection with both the Assigned Water Allocation and Assigned Pipeline Capacity Allocation shall simultaneously revert to the System as if this Short-Term Partial Assignment had not been executed, and the System shall be responsible for any arrearages unpaid. It is the specific agreement of the parties that uncured

default by either Springs Hill or Cibolo shall constitute default by both and shall entitle the System to immediate recovery of both the Assigned Water Allocation and the Assigned Pipeline Capacity Allocation. In the event that Springs Hill fails to pay CRWA all amounts due to CRWA for the Assigned Water Allocation within thirty (30) days after electronic or mail delivery of past due notice; Cibolo shall be notified by electronic or mail delivery of Springs Hill's failure to pay and shall have ten days after such notice to pay the amount owed by Springs Hill and upon such payment by Cibolo Springs Hill's rights under this Assigned Water Allocation shall terminate and Cibolo shall assume all rights to Springs Hill's Assigned Water Allocation and retain all rights to Assigned Pipeline Capacity Allocation; provided further, that Cibolo continues to timely make payments for such to CRWA, GBRA or any other entity hereunder.

14. This Short-Term Partial Assignment shall terminate on December 31, 2028.
15. The Effective Date of this Short-Term Partial Assignment is January 1, 2024.
16. To facilitate execution, this Short-Term Partial Assignment may be executed in multiple counterparts, each of which will constitute an original, and all of which will constitute a single instrument.
17. Written notices required under this Short-Term Partial Assignment will be deemed effective on the date sent if forwarded to a party by hand-delivery to the address indicated below with a copy deposited with the U.S. Postal Service, postage prepaid, to the address indicated below. Any party may notify the other party of changes in contact information by written notice given in accordance with this Short-Term Partial Assignment:

City of Cibolo

Attn: City Manager
200 South Main
P. O. Box 826
Cibolo, TX 78108

Springs Hill Water Supply Corporation

Attn: General Manager
5510 S. St. Hwy 123 - Bypass
Seguin, TX 78155

San Antonio Water System

Attn: President /CEO
2800 U.S. Hwy. 281 North
San Antonio, TX 78212

Canyon Regional Water Authority

Attn: General Manager
850 Lakeside Pass
New Braunfels, TX 78130-8233

Guadalupe-Blanco River Authority

Attn: General Manager/CEO
2225 E. Common Street
New Braunfels, TX 78130

IN WITNESS WHEREOF, this Short-Term Partial Assignment is executed to be effective as of the Effective Date.

City of San Antonio, Texas, Acting by and Through its San Antonio Water System (“System”) on Behalf of Itself and as Successor in Interest to the Bexar Metropolitan Water District (“BexarMet”)

By: _____
Robert R. Puente
President/Chief Executive Officer

POSTED on _____, 20__, and APPROVED on _____, 20__, pursuant to Agenda Item __ by the San Antonio Water System.

Springs Hill Water Supply Corporation

By: Michael Cobry
James Martin
Vice President, Board of Directors Michael Andrews

POSTED on October 20, 2023, and APPROVED on October 24, 2023, pursuant to Agenda Item VII.B by the Springs Hill Water Supply Corporation.

City of Cibolo

By: _____
Wayne Reed
City Manager

POSTED on _____, 20__, and APPROVED on _____, 20__, pursuant to Agenda
Item __ by the City of Cibolo.

Canyon Regional Water Authority

By: _____
John M. Kaufman
General Manager

POSTED on _____, 20__, and APPROVED on _____, 20__, pursuant to Agenda Item __ by the Canyon Regional Water Authority. Upon motion made by Trustee _____, second by Trustee _____, the Short-Term Partial Assignment of Interest was approved by the Canyon Regional Water Authority by a vote of __ in favor, __ opposed, __ abstaining, and __ absent.

APPROVED:

Guadalupe-Blanco River Authority

By: _____
Darrell Nichols
General Manager

POSTED on _____, 20__, and APPROVED on _____, 20__, pursuant to Agenda Item __ by the Guadalupe-Blanco River Authority.

Exhibit A

Point of Delivery from Canyon Regional Water Authority
to
Springs Hill Water Supply Corporation

Canyon Regional Water Authority – Lake Dunlap Water Supply
Water Treatment Plant and Delivery Point

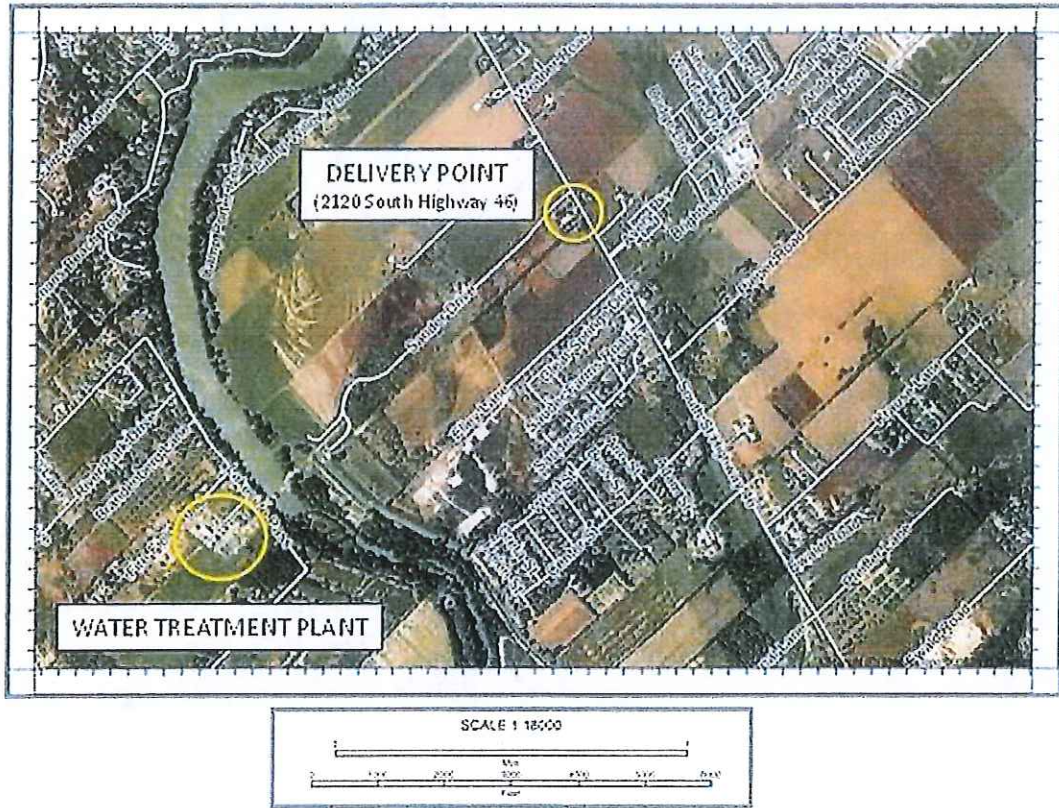
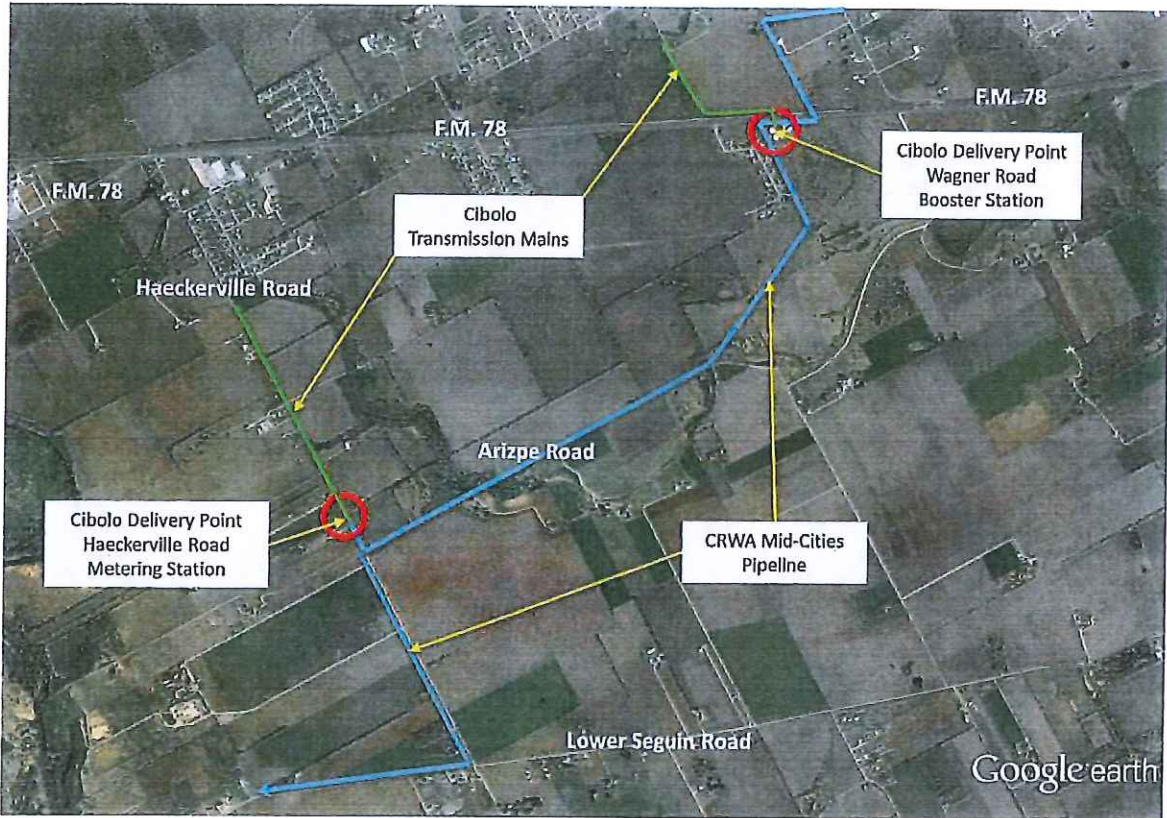


Exhibit B

Points of Delivery from
Canyon Regional Water Authority
Mid-Cities Pipeline to City of Cibolo



Cibolo Water Delivery Points

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|------------|---|----------------|
| 11/13/2023 | REIMBURSEMENT RESOLUTION DESIGN SERVICES ASSOCIATED WITH THE HAYS CALDWELL PIPELINE PROJECT | CRWA 23-11-077 |

INITIATED BY

JOHN KAUFMAN

STAFF RECOMMENDATION

Approve a Reimbursement Resolution for initial engineering services totaling \$25,000 and all additional design services associated with the Hays Caldwell Pipeline Project.

BACKGROUND INFORMATION

Under CRWA Resolution No. 23-08-047, the CRWA Board of Trustees approved an initial Engineering Service Order with Gallegos Engineering, Inc. in the amount of \$25,000 to determine the alignment of a proposed transmission line, and its necessary appurtenances extending from the Hays Caldwell WTP to a pipe connection point near the intersection of SH 21 and William Pettus Rd. for a total cost not to exceed \$25,000.00 and conditioned by the commitment to approve a corresponding reimbursement resolution. At the present time various alternative transmission line routes are being evaluated for cost and feasibility.

Additional funds will be needed for design services, permitting, preparation of construction bid documents, acquisition of easements, rights-of-way, and a possible railroad crossing. The design of a dedicated high-service pumping system at the Hays Caldwell WTP may also be needed.

FINANCIAL IMPACT

The reimbursement for the prior lawful capital expenditure of funds totaling \$25,000.00 and subsequent lawful capital expenditure of funds for additional engineering design services from the proceeds of one or more series of taxable or tax-exempt obligations that CRWA currently contemplates issuing will not exceed \$10,000,000 to finance a portion of the project.

MOTION

Motion to approve the following resolution.

RESOLUTION NO. 23-11-077

A RESOLUTION RELATING TO ESTABLISHING THE AUTHORITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS SYSTEM IMPROVEMENTS FROM THE PROCEEDS OF TAXABLE OR TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE AUTHORITY FOR AUTHORIZED PURPOSES PERTAINING TO THE PIPELINE PROJECT; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Governing Body*) of Canyon Regional Water Authority (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving the Issuer's utility system and other interests in land (commonly known as the *Hays/Caldwell Area Pipeline Project*) and the purchase of materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the utility system improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of taxable or tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$10,000,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CANYON REGIONAL WATER AUTHORITY THAT:

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict,

and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 13th day of November, 2023.

CANYON REGIONAL WATER AUTHORITY

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(AUTHORITY SEAL)

AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT
AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

was introduced and submitted to the Board for passage and adoption. After presentation and discussion of the Resolution, a motion was made by Trustee _____ and seconded by Trustee _____ that the Resolution be passed and adopted.

The motion and carried by the following vote:

__ voted "For" __ voted "Against" __ "Abstained"

all as shown in the official Minutes of the Board for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the Authority; the duly qualified and acting members of the Board on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Board was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Authority, this 13th day of November, 2023.

Secretary, Board of Trustees

(AUTHORITY SEAL)

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

| DATE | SUBJECT | AGENDA NUMBER |
|------------|--|----------------|
| 11/13/2023 | ANNUAL OVERAGE CHARGE PROCEDURE DEVELOPED BY NEWGEN STRATEGIES & SOLUTIONS, LLC | CRWA 23-11-078 |

INITIATED BY

DORIS STEUBING

STAFF RECOMMENDATION

Approve the annual overage charge procedure developed by NewGen Strategies & Solutions, LLC that shall be applied when the contractual annual allocation of treated water is exceeded by a participating member of the Hays Caldwell Amended and Restated Regional Water Supply and Treatment Contract, February 9, 2021.

BACKGROUND INFORMATION

This overage charge procedure was developed by NewGen Strategies & Solutions, LLC pursuant to CRWA Resolution No. 23-09-057.

The purpose of the overage charge procedure is to determine the fixed costs associated with a measured overage of the subscribed annual allocation of treated water in acre-feet, as defined in Exhibit A of the 2021 Hays Caldwell Contract. The calculation procedure is based on cost factors in the approved annual budget. CRWA's annual budget runs on a fiscal year that starts on October 1 and ends on September 30.

FINANCIAL IMPACT

There is no financial impact to CRWA.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-078

BE IT RESOLVED that the annual overage charge procedure developed by NewGen Strategies & Solutions, LLC for application when the contractual annual allocation of treated water is exceeded by a participating member of the Hays Caldwell Amended and Restated Regional Water Supply and Treatment Contract, February 9, 2021, is approved.

Adopted this 13th day of November 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 |
|-------------|--|----------------------|
| 09/11/2023 | NEW RATE METHODOLOGY FOR HAYS CALDWELL PARTICIPATING MEMBERS | CRWA 23-09-057 |

INITIATED BY DORIS STEUBING OF MAXWELL SUD

RECOMMENDATION

Approval to take appropriate action regarding the Amended and Restated Regional (Hays/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.

BACKGROUND INFORMATION

The motion above was requested by Ms. Doris Steubing, Board Member of the Maxwell SUD and Secretary of CRWA on September 6, 2024, in an email to Justin Ivicic, GM of Maxwell SUD, with electronic copy to John Kaufman (General Manager of CRWA), Trey Wilson (Special Counsel to CRWA), Tim Fousse (President of CRWA), Brannndon Rohan (Vice President of CRWA), Zachariah Evans (Counsel to Maxwell SUD), and Regina Franke (General Manager of Crystal Clear and CRWA Treasurer).

A copy of the Amended and Restated Regional (Hays/Caldwell Counties Area) Water Supply and Treatment Contract, made effective February 9, 2021, is included herein by reference.

FINANCIAL IMPACT

There is no financial impact forecast at this time.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 23-09-057

**DIRECTING CANYON REGIONAL WATER AUTHORITY TO IMPLEMENT
EQUITABLE RATE METHODOLOGY FOR ALL PARTICIPATING MEMBERS OF THE
AMENDED AND RESTATED REGIONAL (HAYS/CALDWELL
COUNTIES AREA) WATER SUPPLY AND TREATMENT CONTRACT,
MADE EFFECTIVE FEBRUARY 9, 2021**

WHEREAS, Canyon Regional Water Authority (the "Authority") entered into the above-referenced Contract with Maxwell Special Utility District ("Maxwell"), County Line Special Utility District ("County Line"), Crystal Clear Special Utility District ("Crystal Clear") (collectively the "Participating Members"), and the City of San Marcos ("City") (collectively the "Contracting Parties");

WHEREAS, pursuant to the Contract, the Contracting Parties were each allotted a specified capacity in the Hays-Caldwell Area Plant ("Plant");

WHEREAS, a dispute has arisen by, among and between the Contracting Parties concerning the volume of water delivered by the Authority from the Plant;

WHEREAS, Section 5.01 of the Contract provides the Contracting Parties' annual payments for their share of the Plant's capacity ("Annual Requirement") shall be set by the "Authority based upon a rate methodology to be developed by the Authority and according to their respective percentage shares of treated water covered by this Amended and Restated Contract ... and the Annual Requirement for each Annual Payment Period shall be identified in each annual budget and shall at all times be not less than an amount sufficient to pay or provide for the payment of all Participating Members Operation and Maintenance Expenses" and a capital component sufficient to pay the bonds issued under the Contract; and

WHEREAS, Section 5.01 of the Contract also provides that "[e]ach Participating Member shall be obligated to pay the full amount of its Annual Requirement notwithstanding that it may elect not to receive the full amount of treated water available to it under this Amended and Restated Contract";

WHEREAS, the Board of Trustees finds the Authority's staff and consultants must determine a new rate Methodology that is fair and equitable to all Participating Members.

Now, therefore, **BE IT RESOLVED** as follows:

The General Manager of the Authority and its consultants are directed to promptly calculate a new rate methodology that is fair and equitable to all of the Participating Members. The rate methodology must also fairly account for any capacity Participating Members may take above and beyond the quantities allotted under the Contract.

[Execution page follows.]

Adopted this 11th day of September 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 |
|------------|--------------|----------------|
| 11/13/2023 | LEGAL ACTION | CRWA 23-11-079 |

INITIATED BY

PRESIDENT TIMOTHY FOUSSE AND THE CRWA EXECUTIVE COMMITTEE

RECOMMENDATION

Approve the ratifying action of CRWA's Executive Committee to direct legal counsel to file a lawsuit against Trihydro Corporation and all other appropriate parties, if any, concerning acts and omissions related to the Wells Ranch Phase 2 Generator Installation Project.

BACKGROUND INFORMATION

Trihydro was hired by CRWA to prepare certain electrical designs and specifications associated with the Wells Ranch Phase 2 Generator Installation Project. During the final stages of construction in late 2022 CRWA Staff became aware of certain defects and omissions in the electrical designs by Trihydro that CRWA believes warrant demolition of most of the installed electrical equipment and a complete redesign of the electrical work in accordance with the National Electric Code and standard engineering practice.

FINANCIAL IMPACT

The financial impact is not presently known.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 23-11-079

BE IT RESOLVED that the action of CRWA's Executive Committee to direct legal counsel to file a lawsuit against Trihydro Corporation and all other appropriate parties, if any, concerning acts and omissions related to Wells Ranch Phase 2 Generator Installation Project is approved.

Adopted this 13th day of November 2023

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary