

**REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY
Monday January 8, 2024, 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 January 8, 2024, in the Board Room. The public may observe this meeting in person. As authorized by Texas Gov. Code sections 551.127 and 551.131(e) and Section 3.04(b) of the CRWA Bylaws, Members of the Board of Trustees may attend the meeting remotely via video conference. 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 ACCEPTANCE OF RESIGNATION OF TRUSTEE (RANDY SCHWENN)

Item 5 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEE

Item 6 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 7 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 24-01-001 Concerning Approval of Minutes (CRWA Staff)
Adopt Resolution 24-01-001 approval of minutes for December 11, 2023, Board of Trustees meeting
- B. CRWA 24-01-002 Concerning Approval of Financial and Check Registers Reports (CRWA Staff)
Adopt Resolution 24-01-002 approval of November 2023 Financial Report and Check Register Report until audited
- C. CRWA 24-01-003 Concerning Approval of First Quarter Investment Report (CRWA Staff)
Adopt Resolution 24-01-003 approval of First Quarter FY2024 Investment Report

Item 8 PRESENTATIONS/DISCUSSIONS

- A. Armstrong, Vaughn & Associates, P.C. will present the FY2023 Audit and their report thereon.
- B. The Board of Trustees will discuss the December 15, 2023, notice letter from counsel for Martindale

Water Supply Corporation concerning alleged "failure [of CRWA] to perform its responsibilities under the terms of" the Amended and Restated Regional (Hays/Caldwell Counties Area) Water Supply and Treatment Contract, dated February 9, 2021, and intent to withhold certain sums from expenses billed by CRWA under the Contract.

- C. The President of the Board of Trustees will appoint the members of the CRWA General Manager Search Committee.
- D. The President of the Board of Trustees will appoint the members of the CRWA General Counsel Statement of Qualifications Review Committee.

Item 9 CRWA STAFF REPORTS

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

- A. Drought Report ~ *Staff*
- B. Water Treatment, Storage, and Transmission Operations ~ *Staff*
 - Lake Dunlap WTP:
 - Production
 - Contract for Engineering Design Services
 - Hays Caldwell WTP:
 - Production
 - Pall mobile membrane filtration
 - Wells Ranch WTP:
 - Production
 - Well rehabilitation and pump repairs
- C. Wells Ranch III Project ~ *Staff*
 - Draft Water Supply and Treatment Contract
 - Groundwater leasing and permitting
- D. Requests for Qualifications
 - RFQ for General Counsel
 - RFQ for Construction Administration
 - RFQ for Electrical Engineering Design Services
- E. South Texas Regional Water Planning Group – Region L ~ *Staff*
- F. GMA 13 ~ *Staff*
- G. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
- H. Legal and legislative matters ~ *Legal Counsel and Staff*

Item 10 CRWA COMMITTEE AND BOARD OF MANAGERS REPORTS

- A. Budget Committee: ~ *Committee Chairperson*
- B. Policy and Legislative Committee: ~ *Committee Chairperson*
- C. Construction Committee: ~ *Committee Chairperson*
- D. Reports on Matters Related to CRWA Construction/Infrastructure Projects: ~ *Staff, Consultants, or appropriate Committee Chairperson*
- E. Board of Managers ~ *Chairperson*

Item 11 GENERAL BUSINESS

- A. CRWA 24-01-004 Concerning Acceptance and Approval of FY2023 Audit (CRWA Staff)
Adopt Resolution 24-01-004 acceptance and approval of FY2023 Audit prepared by Armstrong, Vaughn & Associates, P.C.
- B. CRWA 24-01-005 Concerning Ratification of a Water Line Easement for the Flora Meadows Subdivision in Bexar County, Texas (CRWA Staff)
Adopt Resolution 24-01-005 Ratification of a water line easement for the Flora Meadows Subdivision related to real property located near the intersection of IH 10 and Pfeil Rd. in Bexar County, Texas.
- C. CRWA 24-01-006 Concerning Ratification of Executive Separation and Release Agreement (President, Timothy Fousse)
Adopt Resolution 24-01-006 Ratification of CRWA President, Timothy Fousse's, execution of that certain "Executive Separation and Release Agreement" by and between CRWA and John M. Kaufman, and approving all terms and conditions of such Agreement, including separation date of January 12, 2024.
- D. CRWA 24-01-007 Concerning Ratification of Consultant Agreement for Interim General Manager Services (President, Timothy Fousse)
Adopt Resolution 24-01-007 Ratification of CRWA President Timothy Fousse's, execution of that certain "Consultant Agreement for Interim General Manager Services" by and between CRWA and Randolph "Randy" M. Schwenn, and approving all terms and conditions of such Agreement, including effective date of January 2, 2024.
- E. CRWA 24-01-008 Concerning Approval of an Agreement with Collaborative Water Resolution, LLC for General Manager Search and Recruitment Services (President, Timothy Fousse)
Discuss, consider and possibly take action to adopt Resolution 24-01-008 approving a "Retained Search Fee Agreement for General Manager Candidate" with Collaborative Water Resolution, LLC to engage such firm to perform an executive search and related services in connection with CRWA's efforts to recruit a General Manager at a cost not to exceed \$47,500, and pay the retainer fee of \$23,750.
- F. CRWA 23-11-078 Concerning an Annual Overage Charge Procedure (Doris Steubing)
Consider, discuss and possibly take action concerning Resolution 23-11-078 adopting 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, dated February 9, 2021.

Item 12 EXECUTIVE SESSION

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.

Item 13 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 Resolutions:

Item 14 FUTURE BOARD MEMBER AGENDA ITEMS

Item 15 Adjourn the meeting

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	CONSENT AGENDA ITEM BOARD OF TRUSTEES MEETING MINUTES OF DECEMBER 11, 2023	CRWA 24-01-001

INITIATED BY

JOHN KAUFMAN / HANNA DIAZ

STAFF RECOMMENDATION

Approve the Minutes of the Regular Board Meeting of the Board of Trustees held on December 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. 24-01-001

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

Adopted this 8th day of January 2024

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, December 11, 2023, at 6:00 p.m.

The following individuals attended the meeting:

Board of Trustees:

Timothy Fousse	Brandon Rohan
Ted Gibbs	Steve Cooper
Martin Poore	Nicholas Sherman
Abigaile Maberry	Steve Fonville
Humberto Ramos	James Forssell
Teresa Scheel	Mabel Vaughn
Regina Franke	Doris Steubing
Donald Bosworth	Clint Ellis
Randy Schwenn	
Marc Gilbert	

CRWA Staff:

John Kaufman	Hanna Diaz
Adam Telfer	Joan Wilkinson
David McMullen	Fran Powers

Board of Managers and Others:

Justin Ivicic	David Kneuper
Louis Rosenberg	Daniel Smith
Trey Wilson	Graham Moore
Mark Hall	Greg Swoboda
Yue Sun	Tyler Hjorth

Item 1 CALL TO ORDER

- » President Timothy Fousse opened the meeting at approximately 6:00 p.m.

Item 2 BOARD ROLL CALL

- » Eighteen (18) Board members were present.

Item 3 INVOCATION AND PLEDGE OF ALLEGIANCE

Item 4 ACCEPTANCE OF RESIGNATION OF TRUSTEE

Item 5 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEE

- » Nicholas Sherman with Green Valley SUD took the Oath and Statement of Office prior to the start of the meeting.

Item 6 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 7 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 23-12-080
 - Adopt Resolution 23-12-080 approval of Board of Trustees meeting minutes of November 13, 2023
 - » Doris Steubing made a motion to have the November 13, 2023, minutes be pulled from the Consent Agenda for discussion.

- » Humberto Ramos seconded this motion.
- » President Timothy Fousse called for a vote. The motion passed with 18 aye votes.
- » Resolution 23-12-080 was discussed in regard to the attached Errata sheet as well as amendments that needed to be made.
- » Martin Poore made a motion to approve Resolution 23-12-080 as amended.
- » Ted Gibbs seconded the motion.
- » President Fousse called for a vote. The motion passed with 17 ayes and 1 abstained.
- B. CRWA 23-12-081
Adopt Resolution 23-12-081 approval of October 2023 Financial Report and Check Register Report until audited
- » Vice President Brandon Rohan made a motion to approve Resolution 23-12-081.
- » Tracy Scheel seconded this motion.
- » President Fousse called for a vote. The motion passed with 17 ayes and 1 Abstained.

Item 8 PRESENTATIONS/DISCUSSIONS

None

Item 9 CRWA STAFF REPORTS

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

None

Item 10 CRWA COMMITTEE REPORTS

Budget Committee: Nothing to report ~ *Committee Chairwoman*

Policy and Legislative Committee: Nothing to report ~ *Committee Chairman*

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

Projects: Trey Wilson gave an update regarding the CRWA Infrastructure project. Garver Engineering was a successful bidder in a previously issued RFQ. Garver has requested a series of proposed revisions to the Canyon Regional Water Authority Masters Services Agreement. All the requested revisions except for one, have been negotiated. Mr. Wilson is seeking feedback from the Executive Committee regarding a request to the Master Services Agreement.

Board of Managers: Justin Ivicic gave an update from the December Board of Manager's Meeting. The Statement of Qualifications for Electrical Engineer and Construction Manager is due December 11th. All the Lake Dunlap Water Rights will be used by the end of 2023. There will be enough water left over at Wells Ranch Water Treatment Plant to cover the contracts. Based on trending projections, there will be 1% of raw water available at Hays Caldwell Water Treatment Plant with roughly 17% of the contracts remaining as of December 1st. There was a site visit for Phase 1 of the Hays Caldwell Improvement Project on December 6th and the bid opening for the project is on December 22nd.

Item 11 GENERAL BUSINESS

- » Graham Moore with Alliance Regional Water Authority gave an in-depth presentation covering Resolution 23-12-082, Resolution 23-12-083, and Resolution 23-12-084 followed by discussion from Board Members.
- A. CRWA 23-12-082 Concerning approval of a second amendment to the ARWA Regional Water Supply Contract (Graham Moore of ARWA)
Adopt Resolution 23-12-082 approval of Amendment No. 2 to the Regional Water Supply Contract Between Alliance Regional Water Authority, Canyon Regional Water Authority, City of San Marcos, City of Kyle, and City of Buda.
- » Humberto Ramos made a motion to approve Resolution 23-12-082.
- » Martin Poore seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes and 2 nay votes.
- B. CRWA 23-12-083 Concerning approval of a first amendment to the CRWA/SUDS Take-or-Pay Contract (Graham Moore of ARWA)
Adopt Resolution 23-12-083 approval of Amendment No. 1 to the Canyon Regional Water Authority,

Crystal Clear SUD, County Line SUD, and Green Valley SUD Take-or-Pay Contract.

- » Tracy Sheel made a motion to approve Resolution 23-12-083.
- » Martin Poore seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes and 2 nay votes.
- C. CRWA 23-12-084 Concerning Bond Anticipation Notes and other related matters (*Graham Moore of ARWA*)

Adopt Resolution 23-12-084 approval of a resolution authorizing the Board of Directors of the Alliance Regional Water Authority to negotiate a short-term financing transaction with Wells Fargo Bank, N.A. through the issuance of Bond Anticipation Notes and to resolve other matters incident and related thereto on behalf of the Alliance Project Sponsoring Public Entities, including Canyon Regional Water Authority.
- » Tracy Sheel made a motion to approve Resolution 23-12-084.
- » Humberto Ramos seconded the motion.
- » President Fousse called for a vote. The motion passed with 16 aye votes and 2 nay votes.
- D. CRWA 23-12-085 Concerning Formulation of a Policy for Managing Raw Water Supplies (*Doris Steubing*). Consider, discuss, and possibly take action directing CRWA Staff to develop a standard operating procedure for managing and tracking use of contracted raw water supplies under the contracts applicable to the Hays Caldwell project, Lake Dunlap project and Wells Ranch project to ensure that the Authority maintains an adequate supply of raw water to meet its contractual obligations to deliver specified volumes of treated water to each participant under such projects.
- » Justin Ivicic spoke in reference to Resolution 23-12-085.
- » Tracy Sheel made a motion to approve Resolution 23-12-085 specifically for prioritizing the Hays Caldwell project with a timeline for a policy to be in place by the February 2024 Board of Trustee's Meeting.
- » Doris Steubing seconded the motion.
- » President Fousse called for a vote. The motion passed with 18 aye votes.
- E. CRWA 23-12-086 Concerning Formulation of a Policy for Annual Reporting on Water Use (*Doris Steubing*). Consider, discuss, and possibly take action directing CRWA Staff to, on an annual basis, generate a report of water use for the Hays Caldwell project, Lake Dunlap project, and Wells Ranch project identifying the allocation of raw water delivered to each project participant, the quantity of water that is "lost" (whether by non-use or otherwise), and all other information reasonably required to identify use of all raw water received by CRWA under a project.
- » Justin Ivicic spoke in reference to Resolution 23-12-086.
- » Tracy Sheel made a motion to approve Resolution 23-12-086.
- » Martin Poore seconded the motion.
- » President Fousse called for a vote. The motion passed with 18 aye votes.
- F. CRWA 23-11-078 Concerning approval of an Annual Overage Charge Procedure (*Doris Steubing*)

Consider, discuss and possibly take action concerning Resolution 23-11-078 adopting 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. [**NOTICE:** Action on this item was previously postponed to the January 2024 BOT Meeting].
- » Steven Fonville requested a five-minute recess.
- » The recess began at approximately 6:52 p.m.
- » The Board returned to session at approximately 6:58 p.m.
- » There was discussion from the Board in regard to Resolution 23-11-078.
- » This item will be added as an Executive Session item for the January 2024 Board of Trustee's meeting.

Item 12 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.

- » The Board of Trustee's entered Executive Session at approximately 7:25 p.m.
- 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 Returned from Executive Session at approximately 8:29 p.m.

Item 13 RETURN TO OPEN MEETING

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

- A. Consider, discuss, and possibly take action accepting the General Manager's early retirement effective January 12, 2024.
- » Donald Bosworth made a motion to approve Item 13A.
- » Vice President Rohan seconded the motion.
- » President Fousse called for a vote. The motion passed with 18 ayes.

Item 14 FUTURE BOARD MEMBER AGENDA ITEMS

- » Resolution 23-11-078 will be added as an Executive Session item for the January 2024 Board of Trustee meeting.

Item 15 Adjourn the meeting

- » Martin Poore made a motion to adjourn the meeting.
- » President Fousse adjourned the meeting at approximately 8:31 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
01/08/2024	FINANCIAL REPORT AND CHECK REGISTER REPORT	CRWA 24-01-002

INITIATED BY

JOAN WILKINSON

STAFF RECOMMENDATION

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

BACKGROUND INFORMATION

The November 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. 24-01-002

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

Adopted this 8th day of January 2024

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 November 30, 2023

	Nov 30, 23
ASSETS	
Current Assets	
Checking/Savings	
1001 • First United Bank	
1006 • First United Checking #5207	2,681,714.20
1010 • First United Special #7162	2,129.81
1015 • Money Market #2160	1,214,396.46
1017 • HC SM Capacity Buy-In #6744	1,162,124.87
Total 1001 • First United Bank	5,060,365.34
1100 • First United Bank (Res)	
1105 • LD/MC Series 2016, #3017	2,364,723.77
1107 • HC 2005 #3603	3,945.79
1111 • HC Series 2017 #6074	198,954.22
1109 • HC Series 2021 #6663	400,235.98
1113 • HC Counties 2021 Ref #0636	101,368.71
1132 • Wells Ranch Series 2015, #6031	2,063,347.23
1133 • Wells Ranch Series 2016, #3009	1,791,233.74
1134 • Wells Ranch Series 2021 #0911	684,693.49
1140 • L/D Membrane Fund #5701	1,078,569.92
1140-01 • LD Membr-Nanostone Escrow #2545	289,643.15
1142 • H/C Membrane Fund #5693	417,614.24
1145 • Repair & Replacement Fund	4,543,909.70
Total 1100 • First United Bank (Res)	13,938,239.94
1120 • Logic	
1121 • Logic, General Funds	1,211,287.58
1127 • Wells Ranch, Construction #027	783.80
1158 • HC Construction	17,108,482.94
Total 1120 • Logic	18,320,554.32
1160 • BOKF, NA, Austin,WR Series 2015	126,359.26
1161 • BOKF, NA,Austin, HC Series 2017	4,174,686.61
Total Checking/Savings	41,620,205.47
Accounts Receivable	
1200 • Accounts Receivable	3,848,311.19
1205 • A/R, Alliance Water	
1205-01 • A/R, Alliance,Crystal Clear SUD	1,821,238.07
1205-02 • A/R, Alliance, Martindale WSC	27,838.05
1205-03 • A/R, Alliance, Green Valley SUD	1,134,207.53
1205-04 • A/R, Alliance, County Line SUD	189,827.00
Total 1205 • A/R, Alliance Water	3,173,110.65
Total Accounts Receivable	7,021,421.84
Other Current Assets	
1499 • Undeposited Funds	857,611.91
Total Other Current Assets	857,611.91
Total Current Assets	49,499,239.22
Fixed Assets	
1491 • Right of Use Asset	612,153.36

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of November 30, 2023

	Nov 30, 23
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	1,918,306.38
Total 1447 · Hays Caldwell Expansion-2017	2,040,582.89
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	290,793.42
1490 · Accumulated Depreciation	-51,905,737.19
Total 1400 · Capital Assets	131,760,852.47
Total Fixed Assets	132,373,005.83
Other Assets	
1805 · Deferred Outflow-Pension	276,952.66
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 November 30, 2023

	Nov 30, 23
1703 · Water Rights	3,439,604.49
1800 · Deferred Loss on Debt Refunding	111,397.00
Total Other Assets	6,176,360.62
TOTAL ASSETS	188,048,605.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	1,004,072.75
Total Accounts Payable	1,004,072.75
Other Current Liabilities	
2300 · Net Pension Liability	242,430.00
2451 · Current Portion of Capital Leas	462,805.24
2002 · A/P, Misc.	-240.00
2050 · Accrued Interest Payable	1,117,292.20
2140 · Texas Workforce	5.26
2165 · TCDRS Retirement Payable	32,308.23
Total Other Current Liabilities	1,854,600.93
Total Current Liabilities	2,858,673.68
Long Term Liabilities	
2200 · Deferred Revenue - San Marcos	4,811,128.00
2450 · Long Term Capital Lease	159,471.36
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	5,073,612.00
Total Long Term Liabilities	112,124,211.36
Total Liabilities	114,982,885.04
Equity	
3810 · Restricted for Membranes	1,765,717.00
3820 · Restricted for Debt Service	4,966,441.00
3950 · Retained Earnings	12,162,281.73
3975 · Inv in Cap Asset, net of debt	50,192,310.93
Net Income	3,978,969.97
Total Equity	73,065,720.63
TOTAL LIABILITIES & EQUITY	188,048,605.67

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

	November 2023	October 2023 November 2023	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
Income					
4000 • Revenues					
4002 • Debt Payments	1,033,681.78	2,067,364.79	11,992,805.46	-9,925,440.67	17.24%
4003 • Raw Water	560,938.58	1,121,877.16	6,643,637.11	-5,521,759.95	16.89%
4004 • Water-New Berlin	728.00	15,309.00	57,023.93	-41,714.93	26.85%
4009 • Membrane Replacement Fund	45,153.81	90,307.62	541,867.57	-451,559.95	16.67%
4010 • Line Use & Delivery Contracts	11,902.44	23,804.88	142,835.08	-119,030.20	16.67%
4011 • Line Use New Berlin	1,429.94	2,859.88	17,160.00	-14,300.12	16.67%
4012 • Raw Water Delivery Fees	29,926.12	65,279.83	496,318.63	-431,038.80	13.15%
4017 • Water Sales	487,151.88	1,125,683.43	6,229,853.33	-5,104,169.90	18.07%
4018 • Plant Operations	342,118.89	684,237.78	4,051,389.03	-3,367,151.25	16.89%
4020 • Repair & Replacement Funds	149,552.45	299,104.90	1,767,000.00	-1,467,895.10	16.93%
4022 • CRWA Administrative	200,656.67	401,313.34	2,373,362.17	-1,972,048.83	16.91%
4023 • Alliance Water	522,903.66	1,045,807.32	6,275,109.42	-5,229,302.10	16.67%
4024 • Interest Income General	34,892.06	69,563.61	69,563.61	0.00	100.0%
4026 • Interest Income Bond Accounts	23,168.58	43,644.30	43,644.30	0.00	100.0%
4028 • Interest Construction Accounts	95,628.64	192,399.84	192,399.84	0.00	100.0%
4030 • Other Income	1,269.59	2,527.00	2,527.00	0.00	100.0%
Total 4000 • Revenues	3,541,103.09	7,251,084.68	40,588,361.73	-33,337,277.05	17.87%
Expense					
5000 • Bond Repayments					
5005 • Bond Payments	1,055,989.69	2,111,979.38	11,992,805.46	-9,880,826.08	17.61%
Total 5000 • Bond Repayments	1,055,989.69	2,111,979.38	11,992,805.46	-9,880,826.08	17.61%
5500 • Water Purchases					
5501 • Raw Water Purchases	205,202.58	416,505.16	6,643,637.11	-6,227,131.95	6.27%
5502 • Water Purchases, New Berlin	728.00	15,309.00	57,023.93	-41,714.93	26.85%
Total 5500 • Water Purchases	205,930.58	431,814.16	6,700,661.04	-6,268,846.88	6.44%
5600 • Membrane Funds	40,284.00	80,568.00	541,867.57	-461,299.57	14.87%
5700 • Repair & Replacement Funds	71,052.59	126,995.43	1,767,000.00	-1,640,004.57	7.19%
6000 • Line Use & Delivery Costs					
6005 • Line Use Contract Maxwell	0.00	0.00	3,988.00	-3,988.00	0.0%
6008 • Line Use Contract New Berlin	0.00	0.00	17,160.00	-17,160.00	0.0%
6010 • Line Contract GBRA	11,570.59	23,141.18	138,847.08	-115,705.90	16.67%
6011 • GBRA Raw Water Delivery Fees	33,786.60	67,071.98	496,318.63	-429,246.65	13.51%
Total 6000 • Line Use & Delivery Costs	45,357.19	90,213.16	656,313.71	-566,100.55	13.75%

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

	November 2023	October 2023 November 2023	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
7000 · Plant Expenses-Variable Costs					
7005 · Plant Utilities	227,214.34	467,545.33	3,151,733.24	-2,684,187.91	14.84%
7010 · Chemicals	235,500.06	563,259.85	3,084,120.09	-2,520,860.24	18.26%
Total 7000 · Plant Expenses-Variable Costs	462,714.40	1,030,805.18	6,235,853.33	-5,205,048.15	16.53%
7100 · Operating Expenses					
7115 · Plant Maintenance & Supplies	179,075.31	248,572.49	1,220,200.00	-971,627.51	20.37%
7116 · Generator Maintenance	4,955.00	10,724.20	109,800.00	-99,075.80	9.77%
7117 · Equipment rental	3,890.59	9,088.16	40,380.00	-31,271.84	22.52%
7120 · SCADA	120.00	930.00	205,000.00	-204,070.00	0.45%
7122 · Vehicle Operations	2,454.03	4,204.21	158,000.00	-153,795.79	2.66%
7125 · Grounds Maintenance	11,486.70	22,221.81	134,350.00	-112,128.19	16.54%
7131 · Permits and Fees	375.00	3,978.79	28,650.00	-24,671.21	13.89%
7135 · Lab Supplies & Testing Fees	26,887.82	45,276.30	126,600.00	-81,323.70	35.76%
7140 · Insurance	0.00	119,266.98	133,998.88	-14,731.90	89.01%
7150 · Meals & Functions	1,532.95	1,532.95	36,500.00	-34,967.05	4.2%
7155 · Memberships & Dues	1,100.00	1,100.00	10,550.00	-9,450.00	10.43%
7160 · Mileage	2,542.06	4,520.16	38,800.00	-34,278.84	11.65%
7162 · Office Supplies and Expense	4,809.41	4,944.56	30,000.00	-25,055.44	16.48%
7165 · Training	365.00	365.00	9,500.00	-9,135.00	3.84%
7170 · Clothing	0.00	5,500.00	7,000.00	-1,500.00	78.57%
7175 · Telephones	517.08	902.82	4,500.00	-3,597.18	20.06%
7180 · Mobile Telephones	1,113.13	2,271.09	18,500.00	-16,228.91	12.28%
7190 · Network Expenses	0.00	0.00	10,000.00	-10,000.00	0.0%
7191 · Internet Domain	405.46	805.89	5,000.00	-4,194.11	16.12%
7195 · Contract Labor	0.00	0.00	4,000.00	-4,000.00	0.0%
7196 · GW Transport/Pumping Fees	15,288.55	87,874.43	400,000.00	-312,125.57	21.97%
Total 7100 · Operating Expenses	256,918.09	574,079.84	2,731,308.88	-2,157,229.04	21.02%
7500 · Payroll Expenses					
7505 · Annual Pay	152,921.60	133,574.33	1,862,317.62	-1,728,743.29	7.17%
7510 · Overtime	5,832.27	9,235.32	129,769.45	-120,534.13	7.12%
7530 · On Call	400.00	700.00	15,600.00	-14,900.00	4.49%
Total 7500 · Payroll Expenses	159,153.87	143,509.65	2,007,687.07	-1,864,177.42	7.15%
7600 · Employee Benefits					
7605 · Payroll Taxes	11,834.02	10,436.93	155,244.08	-144,807.15	6.72%
7610 · Insurance	28,577.36	50,387.80	439,220.28	-388,832.48	11.47%
7615 · Retirement	21,167.47	19,086.79	261,140.89	-242,054.10	7.31%
Total 7600 · Employee Benefits	61,578.85	79,911.52	855,605.25	-775,693.73	9.34%

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

	November 2023	October 2023 November 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	0.00	200.00	-200.00	0.0%
7803 - 401(k) Plan Fees	0.00	442.50	2,500.00	-2,057.50	17.7%
7806 - Bond Fees	0.00	0.00	3,000.00	-3,000.00	0.0%
7805 - Legal Fees	26,518.04	37,017.24	400,000.00	-362,982.76	9.25%
7810 - Engineering	41,810.83	118,111.93	400,000.00	-281,888.07	29.53%
7815 - Director Bonds	0.00	0.00	1,200.00	-1,200.00	0.0%
7820 - Accounting & Audit	0.00	0.00	15,000.00	-15,000.00	0.0%
Total 7800 - Professional Fees	68,328.87	155,571.67	824,150.00	-668,578.33	18.88%
7823 - Alliance Water	0.00	0.00	6,275,109.42	-6,275,109.42	0.0%
Total Expense	2,427,318.13	4,825,447.99	40,588,361.73	-35,762,913.74	11.89%
Net Ordinary Income	1,113,784.96	2,425,636.69	0.00	2,425,636.69	100.0%
Other Income/Expense					
Other Income					
8000 - Bond Payment Principal	776,666.64	1,553,333.28	0.00	0.00	100.0%
Net Other Income/Expense	776,666.64	1,553,333.28	0.00	1,553,333.28	100.0%
Net Income	1,890,451.60	3,978,969.97	0.00	3,978,969.97	100.0%

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

	Oct - Nov 23	Oct - Nov 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · Revenues				
4002 · Debt Payments	2,067,364.79	2,147,507.92	-80,143.13	-3.7%
4003 · Raw Water	1,121,877.16	1,084,086.38	37,790.78	3.5%
4004 · Water-New Berlin	15,309.00	0.00	15,309.00	100.0%
4009 · Membrane Replacement Fund	90,307.62	90,307.62	0.00	0.0%
4010 · Line Use & Delivery Contracts	23,804.88	23,804.88	0.00	0.0%
4011 · Line Use New Berlin	2,859.88	2,859.88	0.00	0.0%
4012 · Raw Water Delivery Fees	65,279.83	58,082.72	7,197.11	12.4%
4017 · Water Sales	1,125,683.43	890,008.84	235,674.59	26.5%
4018 · Plant Operations	684,237.78	590,595.36	93,642.42	15.9%
4020 · Repair & Replacement Funds	299,104.90	290,321.70	8,783.20	3.0%
4022 · CRWA Administrative	401,313.34	308,216.52	93,096.82	30.2%
4023 · Alliance Water	1,045,807.32	831,352.34	214,454.98	25.8%
4024 · Interest Income General	69,563.61	34,356.53	35,207.08	102.5%
4026 · Interest Income Bond Accounts	43,644.30	16,484.91	27,159.39	164.8%
4028 · Interest Construction Accounts	192,399.84	116,349.83	76,050.01	65.4%
4030 · Other Income	2,527.00	2,476.57	50.43	2.0%
Total 4000 · Revenues	7,251,084.68	6,486,812.00	764,272.68	11.8%
Total Income	7,251,084.68	6,486,812.00	764,272.68	11.8%
Gross Profit	7,251,084.68	6,486,812.00	764,272.68	11.8%
Expense				
5000 · Bond Repayments				
5005 · Bond Payments	2,111,979.38	2,114,338.18	-2,358.80	-0.1%
Total 5000 · Bond Repayments	2,111,979.38	2,114,338.18	-2,358.80	-0.1%
5500 · Water Purchases				
5501 · Raw Water Purchases	416,505.16	394,883.50	21,621.66	5.5%
5502 · Water Purchases, New Berlin	15,309.00	0.00	15,309.00	100.0%
Total 5500 · Water Purchases	431,814.16	394,883.50	36,930.66	9.4%
5600 · Membrane Funds	80,568.00	0.00	80,568.00	100.0%
5700 · Repair & Replacement Funds	126,995.43	23,543.16	103,452.27	439.4%
6000 · Line Use & Delivery Costs				
6010 · Line Contract GBRA	23,141.18	23,141.18	0.00	0.0%
6011 · GBRA Raw Water Delivery Fees	67,071.98	62,378.61	4,693.37	7.5%
Total 6000 · Line Use & Delivery Costs	90,213.16	85,519.79	4,693.37	5.5%
7000 · Plant Expenses-Variable Costs				
7005 · Plant Utilities	467,545.33	477,544.30	-9,998.97	-2.1%
7010 · Chemicals	563,259.85	469,884.34	93,375.51	19.9%
Total 7000 · Plant Expenses-Variable Costs	1,030,805.18	947,428.64	83,376.54	8.8%
7100 · Operating Expenses				
7115 · Plant Maintenance & Supplies	248,572.49	119,433.52	129,138.97	108.1%
7116 · Generator & Compressor Maint.	10,724.20	3,485.56	7,238.64	207.7%
7117 · Equipment rental	9,088.16	5,982.44	3,105.72	51.9%
7120 · SCADA	930.00	20,052.00	-19,122.00	-95.4%
7122 · Vehicle Operations	4,204.21	2,813.10	1,391.11	49.5%
7125 · Grounds Maintenance	22,221.81	11,490.58	10,731.23	93.4%
7131 · Permits and Fees	3,978.79	4,050.47	-71.68	-1.8%
7135 · Lab Supplies & Testing Fees	45,276.30	15,887.93	29,388.37	185.0%
7140 · Insurance	119,266.98	93,795.80	25,471.18	27.2%
7150 · Meals & Functions	1,532.95	409.80	1,123.15	274.1%
7155 · Memberships & Dues	1,100.00	3,300.00	-2,200.00	-66.7%
7160 · Mileage	4,520.16	5,454.40	-934.24	-17.1%
7162 · Office Supplies and Expense	4,944.56	3,348.18	1,596.38	47.7%
7165 · Training	365.00	48.19	316.81	657.4%
7170 · Clothing	5,500.00	3,000.00	2,500.00	83.3%
7175 · Telephones	902.82	729.14	173.68	23.8%
7180 · Mobile Telephones	2,271.09	2,782.52	-511.43	-18.4%
7190 · Network Expenses	0.00	5,595.00	-5,595.00	-100.0%
7191 · Internet Domain	805.89	800.86	5.03	0.6%
7196 · GW Transport/Pumping Fees	87,874.43	82,694.51	5,179.92	6.3%
Total 7100 · Operating Expenses	574,079.84	385,154.00	188,925.84	49.1%

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

	Oct - Nov 23	Oct - Nov 22	\$ Change	% Change
7500 - Payroll Expenses				
7505 - Annual Pay	133,574.33	128,795.78	4,778.55	3.7%
7510 - Overtime	9,235.32	7,092.09	2,143.23	30.2%
7530 - On Call	700.00	780.00	-80.00	-10.3%
Total 7500 - Payroll Expenses	143,509.65	136,667.87	6,841.78	5.0%
7600 - Employee Benefits				
7605 - Payroll Taxes	10,436.93	9,759.86	677.07	6.9%
7610 - Insurance	50,387.80	28,970.74	21,417.06	73.9%
7615 - Retirement	19,086.79	15,566.49	3,520.30	22.6%
Total 7600 - Employee Benefits	79,911.52	54,297.09	25,614.43	47.2%
7800 - Professional Fees				
7803 - 401(k) Plan Fees	442.50	0.00	442.50	100.0%
7805 - Legal Fees	37,017.24	43,023.71	-6,006.47	-14.0%
7810 - Engineering	118,111.93	12,175.00	105,936.93	870.1%
Total 7800 - Professional Fees	155,571.67	55,198.71	100,372.96	181.8%
Total Expense	4,825,447.99	4,197,030.94	628,417.05	15.0%
Net Ordinary Income	2,425,636.69	2,289,781.06	135,855.63	5.9%
Other Income/Expense				
Other Income				
8000 - Bond Payment Principal	1,553,333.28	1,492,499.98	60,833.30	4.1%
Total Other Income	1,553,333.28	1,492,499.98	60,833.30	4.1%
Net Other Income	1,553,333.28	1,492,499.98	60,833.30	4.1%
Net Income	3,978,969.97	3,782,281.04	196,688.93	5.2%

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

Type	Date	Num	Name	Memo	Amount	Balance
1001 - First United Bank						1,500,636.82
1006 - First United Checking #5207						1,500,636.82
Deposit	11/01/2023			Deposit	801,358.89	2,301,995.71
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Deadman Tank Well	09/07/2023 - 10/06/2...	-12,278.00	2,289,717.71
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Big Oaks	09/07/2023 - 10/06/2...	-28.00	2,289,689.71
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Bond East Well	09/07/2023 - 10/06/2...	-7,532.20	2,282,157.51
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Bond West Well	09/07/2023 - 10/06/2...	-4,591.47	2,277,566.04
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Bull Trap Well	09/07/2023 - 10/06/2...	-3,048.00	2,274,518.04
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Camphouse Well	09/07/2023 - 10/06/2...	-3,395.00	2,271,123.04
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Chicken House Well	09/07/2023 - 10/06/2...	-2,820.59	2,268,302.45
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Christian East Well	09/07/2023 - 10/06/2...	-3,294.40	2,265,008.05
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Christian West Well	09/07/2023 - 10/06/2...	-4,011.70	2,260,996.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Cibolo	09/07/2023 - 10/06/2...	-28.00	2,260,968.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Coastal Field Well	09/07/2023 - 10/06/2...	-3,205.00	2,257,763.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Damerau	09/07/2023 - 10/06/2...	-56.00	2,257,707.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Deer Stand Well	09/07/2023 - 10/06/2...	-14,299.00	2,243,408.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - FM 467	09/07/2023 - 10/06/2...	-30.00	2,243,378.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Green Valley	09/07/2023 - 10/06/2...	-30.00	2,243,348.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - GV 7293 IH 10	09/07/2023 - 10/06/2...	-30.00	2,243,318.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Hardy Road	09/07/2023 - 10/06/2...	-28.00	2,243,290.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Hickory Forest	09/07/2023 - 10/06/2...	-42.00	2,243,248.35
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Littlefield Well	09/07/2023 - 10/06/2...	-4,294.29	2,238,954.06
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Marion	09/07/2023 - 10/06/2...	-27.00	2,238,927.06
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Pig Trap Well	09/07/2023 - 10/06/2...	-2,377.00	2,236,190.06
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Pivot Irrigation	09/07/2023 - 10/06/2...	-62.00	2,236,128.06
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Tommys Well	09/07/2023 - 10/06/2...	-223.00	2,235,905.06
Bill Pmt -Che...	11/02/2023	ACH	GVEC - Wagner Booster St...	09/07/2023 - 10/06/2...	-16,683.00	2,219,222.06
Bill Pmt -Che...	11/02/2023	ACH	GVEC - WR Generators	09/28/2023 - 10/06/2...	-70.49	2,219,151.57
Paycheck	11/03/2023	Direc...	Allman, Michael		-2,477.86	2,216,673.71
Paycheck	11/03/2023	Direc...	Cruz, Edward D		-1,393.01	2,215,280.70
Paycheck	11/03/2023	Direc...	Diaz, Hanna S		-1,312.22	2,213,968.48
Paycheck	11/03/2023	Direc...	Flores, Jimmy		-2,270.87	2,211,697.61
Paycheck	11/03/2023	Direc...	Kaufman, John M		-4,939.77	2,206,757.84
Paycheck	11/03/2023	Direc...	Kirkland, Debra M		-1,776.68	2,204,981.16
Paycheck	11/03/2023	Direc...	McMullen, David W.		-3,808.11	2,201,173.05
Paycheck	11/03/2023	Direc...	Moreno, Joe		-3,449.82	2,197,723.23
Paycheck	11/03/2023	Direc...	Powers, Frantiska A		-1,615.28	2,196,107.95
Paycheck	11/03/2023	Direc...	Saldana, Michael A		-1,722.02	2,194,385.93
Paycheck	11/03/2023	Direc...	Shirk, Austin		-1,710.41	2,192,675.52
Paycheck	11/03/2023	Direc...	Sims, Clarissa R		-1,469.85	2,191,205.67
Paycheck	11/03/2023	Direc...	Telfer, Adam C		-3,718.86	2,187,486.81
Paycheck	11/03/2023	Direc...	Wallace, Russell L		-1,629.41	2,185,857.40
Paycheck	11/03/2023	Direc...	Whitelatch, Jr., Richard L		-2,238.48	2,183,618.92
Paycheck	11/03/2023	Direc...	Wilkinson, Joan A.		-3,298.16	2,180,320.76
Liability Check	11/03/2023	ACH	John Hancock	401(k) Retirement Plan	-918.23	2,179,402.53
Liability Check	11/03/2023	EFTPS	US Treasury	74-2586063	-14,155.88	2,165,246.65
Check	11/03/2023	37342	Charles C. Bailey	Monthly Government...	-2,000.00	2,163,246.65
Bill Pmt -Che...	11/03/2023	37343	5S Service Company LLC	Repairs	-9,167.10	2,154,079.55
Bill Pmt -Che...	11/03/2023	37344	Aflac	Employee Voluntary I...	-1,209.84	2,152,869.71
Bill Pmt -Che...	11/03/2023	37345	Anytime Fuel Pros LLC	Diessel for Generator...	-1,615.72	2,151,253.99
Bill Pmt -Che...	11/03/2023	37346	B&B Family Partnership	Baugh Water Lease ...	-2,000.00	2,149,253.99
Bill Pmt -Che...	11/03/2023	37347	Bleck Electric Company	Motor Repair	-2,150.00	2,147,103.99
Bill Pmt -Che...	11/03/2023	37348	Callis Professional Service...	Office Cleaning	-370.70	2,146,733.29
Bill Pmt -Che...	11/03/2023	37349	Charco Cattle Feeders, LLC	35 AF @ \$50	-1,750.00	2,144,983.29
Bill Pmt -Che...	11/03/2023	37350	Council Automotive Supply	Generator Repairs	-320.44	2,144,662.85
Bill Pmt -Che...	11/03/2023	37351	Definiti	401(k) Quarterly Fee ...	-442.50	2,144,220.35
Bill Pmt -Che...	11/03/2023	37352	Dynamic Mechanical Contr...	Office A/C Repair @ ...	-1,487.32	2,142,733.03
Bill Pmt -Che...	11/03/2023	37353	Fastest Labs of New Braunf...	New Employee Drug ...	-90.00	2,142,643.03
Bill Pmt -Che...	11/03/2023	37354	Fluid Meter Service, Corp.	Field Test Meters	-2,100.00	2,140,543.03
Bill Pmt -Che...	11/03/2023	37355	Gold Star Exterminators	Pest Control	-260.00	2,140,283.03
Bill Pmt -Che...	11/03/2023	37356	Guadalupe County Ground...	GW Transport/Pumpi...	-15,288.55	2,124,994.48
Bill Pmt -Che...	11/03/2023	37357	Hach Company	Lab Supplies	-9,194.10	2,115,800.38
Bill Pmt -Che...	11/03/2023	37358	Hawkins	Chemicals	-28,198.80	2,087,601.58
Bill Pmt -Che...	11/03/2023	37359	HL Equipment, Inc.	Equipment Rental	-812.00	2,086,789.58
Bill Pmt -Che...	11/03/2023	37360	Hofmann's Supply	Cylinder Rental	-14.98	2,086,774.60
Bill Pmt -Che...	11/03/2023	37361	Law Offices of Patricia Erlin...	Groundwater Permitti...	-13,722.95	2,073,051.65
Bill Pmt -Che...	11/03/2023	37362	Lhoist North America of Te...	Lime	-14,122.99	2,058,928.66
Bill Pmt -Che...	11/03/2023	37363	New Braunfels Welders Su...	Nitrogen	-46.84	2,058,881.82

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

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Che...	11/03/2023	37364	Richard Whitelatch, Jr.	Mileage Reimbursem...	-157.20	2,058,724.62
Bill Pmt -Che...	11/03/2023	37365	Texas Commission on Envi...	System Water Qualit...	-3,603.79	2,055,120.83
Bill Pmt -Che...	11/03/2023	37366	U.S. Signs	Buried Water Line Si...	-750.00	2,054,370.83
Bill Pmt -Che...	11/03/2023	37367	USA Bluebook	Supplies	-530.16	2,053,840.67
Bill Pmt -Che...	11/03/2023	37368	Waste Management	Garbage Disposal	-1,271.39	2,052,569.28
Liability Check	11/03/2023	37369	California State Disbursem...	200000001098628	-449.07	2,052,120.21
Liability Check	11/03/2023	37370	Office of the Attorney Gene...	AG# 0012809999	-489.69	2,051,630.52
Bill Pmt -Che...	11/09/2023	ACH	Texas Fleet Fuel	Vehicle/Equipment F...	-800.46	2,050,830.06
Bill Pmt -Che...	11/09/2023	37371	Armadillo Lawn Care & Irrig...	Lawn Maintenance	-7,651.67	2,043,178.39
Bill Pmt -Che...	11/09/2023	37372	Bryant Law PC	Legal Fees	-10,499.20	2,032,679.19
Bill Pmt -Che...	11/09/2023	37373	Charter Communications	HC Internet	-120.61	2,032,558.58
Bill Pmt -Che...	11/09/2023	37374	Citibank, N.A.	Mastercard	-10,388.69	2,022,169.89
Bill Pmt -Che...	11/09/2023	37375	DLP Utility Services	Clean Intake & Repla...	-15,000.00	2,007,169.89
Bill Pmt -Che...	11/09/2023	37376	DPC Industries	Chlorine	-10,002.40	1,997,167.49
Bill Pmt -Che...	11/09/2023	37377	Dynamic Mechanical Contr...	A/C Repair @ LD	-3,808.46	1,993,359.03
Bill Pmt -Che...	11/09/2023	37378	Gallegos Engineering, Inc.	HC Transmission Mai...	-15,000.00	1,978,359.03
Bill Pmt -Che...	11/09/2023	37379	GBRA-Raw Water & TM	12613 A/F @ \$175 &...	-248,819.77	1,729,539.26
Bill Pmt -Che...	11/09/2023	37380	Helping Hand Hardware	Maintenance Supplies	-73.52	1,729,465.74
Bill Pmt -Che...	11/09/2023	37381	Ingersoll Rand Company	WR Dryer & HC Rep...	-9,356.43	1,720,109.31
Bill Pmt -Che...	11/09/2023	37382	Lhoist North America of Te...	Chemicals	-6,995.18	1,713,114.13
Bill Pmt -Che...	11/09/2023	37383	Loftin Equipment Company	50% ATS for 1604	-23,750.00	1,689,364.13
Bill Pmt -Che...	11/09/2023	37384	Matheson Tri-Gas, Inc.	Cylinder Rental	-2,855.61	1,686,508.52
Bill Pmt -Che...	11/09/2023	37385	New Braunfels Welders Su...	Cylinder Rental	-30.00	1,686,478.52
Bill Pmt -Che...	11/09/2023	37386	Sam's Club MC/SYNCB	Supplies	-689.03	1,685,789.49
Bill Pmt -Che...	11/09/2023	37387	Standard Insurance Compa...	Dental Insurance	-1,240.88	1,684,548.61
Bill Pmt -Che...	11/09/2023	37388	Texas Excavation Safety S...	Texas 811	-199.50	1,684,349.11
Bill Pmt -Che...	11/09/2023	37389	USA Bluebook	Supplies	-124.73	1,684,224.38
Bill Pmt -Che...	11/09/2023	37390	Wastewater Transport Serv...	Sludge Removal	-15,676.62	1,668,547.76
Liability Check	11/15/2023	ACH	TCDRS		-12,054.46	1,656,493.30
Liability Check	11/15/2023	ACH	TCDRS		-11,834.91	1,644,658.39
Liability Check	11/15/2023	ACH	TCDRS		-596.05	1,644,062.34
Bill Pmt -Che...	11/16/2023	ACH	CPS - I 10	I-10 Utilities	-11.97	1,644,050.37
Transfer	11/16/2023			Aria Filtra Month 10 ...	40,284.00	1,684,334.37
Bill Pmt -Che...	11/16/2023	37391	5S Service Company LLC	Motor Repairs	-39,859.30	1,644,475.07
Bill Pmt -Che...	11/16/2023	37392	Brenntag Southwest, Inc.	Chemicals	-19,902.01	1,624,573.06
Bill Pmt -Che...	11/16/2023	37393	Crimcheck	New Hire Background	-45.15	1,624,527.91
Bill Pmt -Che...	11/16/2023	37394	Dex Imaging	Admin Copier	-1,765.07	1,622,762.84
Bill Pmt -Che...	11/16/2023	37395	DPC Industries	Chlorine	-6,673.60	1,616,089.24
Bill Pmt -Che...	11/16/2023	37396	DPC Industries-Cylinder Re...	Cylinder Rental	-990.00	1,615,099.24
Bill Pmt -Che...	11/16/2023	37397	DSHS Central Lab MC2004	Lab Testing	-630.34	1,614,468.90
Bill Pmt -Che...	11/16/2023	37398	Dynamic Mechanical Contr...	A/C Repairs @ LD & ...	-2,420.77	1,612,048.13
Bill Pmt -Che...	11/16/2023	37399	Environmental Improvemen...	Repairs	-1,109.00	1,610,939.13
Bill Pmt -Che...	11/16/2023	37400	Grainger	Parts	-423.58	1,610,515.55
Bill Pmt -Che...	11/16/2023	37401	Guadalupe-Blanco River A...	Lab Testing Fees	-1,257.00	1,609,258.55
Bill Pmt -Che...	11/16/2023	37402	Guadalupe Basin Coalition	2024 Membership Fe...	-1,100.00	1,608,158.55
Bill Pmt -Che...	11/16/2023	37403	Hanna Diaz	Mileage Reimbursem...	-83.19	1,608,075.36
Bill Pmt -Che...	11/16/2023	37404	Hawkins	Chemicals	-35,694.18	1,572,381.18
Bill Pmt -Che...	11/16/2023	37405	Lhoist North America of Te...	Chemicals	-7,470.26	1,564,910.92
Bill Pmt -Che...	11/16/2023	37406	Matheson Tri-Gas, Inc.	Oxygen	-6,044.66	1,558,866.26
Bill Pmt -Che...	11/16/2023	37407	Morton Morrow Inc.	SCBA Hydrotest	-340.00	1,558,526.26
Bill Pmt -Che...	11/16/2023	37408	Pollution Control Services	Lab Testing	-1,938.00	1,556,588.26
Bill Pmt -Che...	11/16/2023	37409	R.W Harden & Associates, ...	Wells Ranch Develop...	-15,969.25	1,540,619.01
Bill Pmt -Che...	11/16/2023	37410	Trojan Technologies Corp.	Pall Trailer Installme...	-40,284.00	1,500,335.01
Bill Pmt -Che...	11/16/2023	37411	Utility Engineering Group, P...	Engineering Fees	-6,065.00	1,494,270.01
Bill Pmt -Che...	11/16/2023	37412	Williams Supply Company	Parts	-138.67	1,494,131.34
Paycheck	11/17/2023	Direc...	Allman, Michael		-2,862.31	1,491,269.03
Paycheck	11/17/2023	Direc...	Cruz, Edward D		-1,587.43	1,489,681.60
Paycheck	11/17/2023	Direc...	Diaz, Hanna S		-1,306.95	1,488,374.65
Paycheck	11/17/2023	Direc...	Flores, Jimmy		-2,071.82	1,486,302.83
Paycheck	11/17/2023	Direc...	Kirkland, Debra M		-1,828.34	1,484,474.49
Paycheck	11/17/2023	Direc...	McKnight III, John R.		-354.73	1,484,119.76
Paycheck	11/17/2023	Direc...	McMullen, David W.		-3,750.26	1,480,369.50
Paycheck	11/17/2023	Direc...	Moreno, Joe		-2,803.45	1,477,566.05
Paycheck	11/17/2023	Direc...	Powers, Frantiska A		-1,645.90	1,475,920.15
Paycheck	11/17/2023	Direc...	Saldana, Michael A		-1,233.84	1,474,686.31
Paycheck	11/17/2023	Direc...	Schnautz, Kelby D.		-482.25	1,474,204.06
Paycheck	11/17/2023	Direc...	Shirk, Austin		-1,530.30	1,472,673.76
Paycheck	11/17/2023	Direc...	Sims, Clarissa R		-2,041.68	1,470,632.08
Paycheck	11/17/2023	Direc...	Wallace, Russell L		-2,103.18	1,468,528.90

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

Type	Date	Num	Name	Memo	Amount	Balance
Paycheck	11/17/2023	Direc...	Kaufman, John M		-4,940.83	1,463,588.07
Paycheck	11/17/2023	Direc...	Telfer, Adam C		-3,593.77	1,459,994.30
Paycheck	11/17/2023	Direc...	Wilkinson, Joan A.		-3,298.16	1,456,696.14
Liability Check	11/17/2023	EFTPS	US Treasury	74-2586063	-13,911.60	1,442,784.54
Liability Check	11/17/2023	ACH	John Hancock	401(k) Retirement Plan	-896.13	1,441,888.41
Liability Check	11/17/2023	37413	California State Disburse...	200000001098628	-449.07	1,441,439.34
Liability Check	11/17/2023	37414	Office of the Attorney Gene...	AG# 0012809999	-489.69	1,440,949.65
Deposit	11/17/2023		Deposit		720,277.16	2,161,226.81
Deposit	11/17/2023		Deposit		970,130.04	3,131,356.85
Deposit	11/20/2023		Deposit		64,000.21	3,195,357.06
Bill Pmt -Che...	11/20/2023	ACH	GVEC - Lake Dunlap	09/25/2023 - 10/25/2...	-54,339.30	3,141,017.76
Bill Pmt -Che...	11/20/2023	ACH	GVEC - Leissner Booster S...	09/25/2023 - 10/25/2...	-18,991.35	3,122,026.41
Bill Pmt -Che...	11/20/2023	ACH	GVEC - Leissner Rd Boost...	09/25/2023 - 10/25/2...	-11,612.91	3,110,413.50
Bill Pmt -Che...	11/20/2023	ACH	GVEC - Wagner Booster	09/25/2023 - 10/25/2...	-7,867.24	3,102,546.26
Bill Pmt -Che...	11/20/2023	ACH	GVEC - WR Plant	09/25/2023 - 10/25/2...	-12,024.49	3,090,521.77
Bill Pmt -Che...	11/20/2023	ACH	GVEC - WR Plant #2	09/25/2023 - 10/25/2...	-24,918.47	3,065,603.30
Paycheck	11/21/2023	37415	Allman, Michael		-2,092.48	3,063,510.82
Paycheck	11/21/2023	37416	Arreaga, Ivan R		-250.00	3,063,260.82
Paycheck	11/21/2023	37417	Cruz, Edward D		-1,381.64	3,061,879.18
Paycheck	11/21/2023	37418	Diaz, Hanna S		-1,144.00	3,060,735.18
Paycheck	11/21/2023	37419	Flores, Jimmy		-1,928.16	3,058,807.02
Paycheck	11/21/2023	37420	Kirkland, Debra M		-1,421.16	3,057,385.86
Paycheck	11/21/2023	37421	McKnight III, John R.		-500.00	3,056,885.86
Paycheck	11/21/2023	37422	McMullen, David W.		-3,465.32	3,053,420.54
Paycheck	11/21/2023	37423	Moreno, Joe		-2,124.72	3,051,295.82
Paycheck	11/21/2023	37424	Powers, Frantiska A		-1,352.00	3,049,943.82
Paycheck	11/21/2023	37425	Saldana, Michael A		-2,043.08	3,047,900.74
Paycheck	11/21/2023	37426	Schnautz, Kelby D.		-250.00	3,047,650.74
Paycheck	11/21/2023	37427	Shirk, Austin		-1,586.00	3,046,064.74
Paycheck	11/21/2023	37428	Sims, Clarissa R		-1,285.44	3,044,779.30
Paycheck	11/21/2023	37429	Telfer, Adam C		-3,468.72	3,041,310.58
Paycheck	11/21/2023	37430	Wallace, Russell L		-1,461.20	3,039,849.38
Paycheck	11/21/2023	37431	Wilkinson, Joan A.		-3,412.50	3,036,436.88
Liability Check	11/21/2023	EFTPS	US Treasury	74-2586063	-17,172.98	3,019,263.90
Bill Pmt -Che...	11/21/2023	ACH	Bluebonnet Electric	HC Utilities - 500005...	-17,317.15	3,001,946.75
Bill Pmt -Che...	11/22/2023	ACH	CPS - 1518	Utilities	-139.42	3,001,807.33
Deposit	11/22/2023		Deposit		449,055.17	3,450,862.50
Bill Pmt -Che...	11/27/2023	ACH	AT&T Mobility	Mobile Telephones	-69.38	3,450,793.12
Deposit	11/27/2023		Deposit		462,056.59	3,912,849.71
Bill Pmt -Che...	11/27/2023	ACH	CPS - 1604	Utilities	-27,545.87	3,885,303.84
Bill Pmt -Che...	11/28/2023	ACH	Texas Fleet Fuel	Vehicle Fuel	-840.42	3,884,463.42
Bill Pmt -Che...	11/28/2023	ACH	Verve Cloud, Inc.	Telephone	-517.08	3,883,946.34
Bill Pmt -Che...	11/28/2023	ACH	AT&T Mobility	Mobile Telephones	-908.75	3,883,037.59
Transfer	11/29/2023		Funds Transfer		-45,603.64	3,837,433.95
Transfer	11/29/2023		Funds Transfer		-28,969.53	3,808,464.42
Transfer	11/29/2023		Funds Transfer		-54,113.85	3,754,350.57
Transfer	11/29/2023		Funds Transfer		-18,557.12	3,735,793.45
Transfer	11/29/2023		LD-Monthly Bond Pa...		-138,517.18	3,597,276.27
Transfer	11/29/2023		Bond Payment Trans...		-22,760.70	3,574,515.57
Transfer	11/29/2023		MC-Bond Payment T...		-145,347.66	3,429,167.91
Transfer	11/29/2023		Bond Payment Trans...		0.00	3,429,167.91
Transfer	11/29/2023		Bond Payment Trans...		-33,595.19	3,395,572.72
Transfer	11/29/2023		Bond Payment Trans...		-54,926.41	3,340,646.31
Transfer	11/29/2023		Bond Payment Trans...		-13,416.02	3,327,230.29
Transfer	11/29/2023		Bond Payment Trans...		-245,768.56	3,081,461.73
Transfer	11/29/2023		Bond Payment Trans...		-235,090.84	2,846,370.89
Transfer	11/29/2023		Bond Payment Trans...		-87,457.99	2,758,912.90
Transfer	11/29/2023		Bond Payment Trans...		-22,479.93	2,736,432.97
Transfer	11/29/2023		Bond Payment Trans...		-9,982.18	2,726,450.79
Transfer	11/29/2023		Monthly Membrane T...		-5,155.41	2,721,295.38
Transfer	11/29/2023		Monthly Membrane T...		-39,998.40	2,681,296.98

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

Type	Date	Num	Name	Memo	Amount	Balance
Transfer	11/29/2023			October Overages	-357.02	2,680,939.96
Deposit	11/30/2023			Interest	774.24	2,681,714.20
Total 1006 · First United Checking #5207					1,181,077.38	2,681,714.20
Total 1001 · First United Bank					1,181,077.38	2,681,714.20
TOTAL					1,181,077.38	2,681,714.20

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Payee

October through November 2023

Type	Date	Num	Name	Memo	Amount	Balance
Bryant Law PC						
Bill	10/31/2023	2091	Bryant Law PC	RE: Louis Rosenberg	5,058.10	5,058.10
Bill	10/31/2023	2092	Bryant Law PC	RE: Louis Rosenberg-Hays Caldwell Contract ...	3,181.50	8,239.60
Bill	10/31/2023	2093	Bryant Law PC	RE: Louis Rosenberg	2,259.60	10,499.20
Bill	11/30/2023	2212	Bryant Law PC	RE: Louis Rosenberg	5,551.10	16,050.30
Bill	11/30/2023	2212	Bryant Law PC	Hays-Caldwell Contract Water Rights Issues	824.00	16,874.30
Bill	11/30/2023	2212	Bryant Law PC	Policy and Legislative	2,561.60	19,435.90
Total Bryant Law PC					19,435.90	19,435.90
Charles C. Bailey						
Che...	11/03/2023	37342	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	2,000.00
Total Charles C. Bailey					2,000.00	2,000.00
Strategic Government Resources, Inc.						
Bill	11/29/2023	2023-...	Strategic Governm...	Assistant General Manager Recruiter	8,165.67	8,165.67
Bill	11/29/2023	2023-...	Strategic Governm...	Project Engineer Recruiter	7,415.67	15,581.34
Total Strategic Government Resources, Inc.					15,581.34	15,581.34
TOTAL					37,017.24	37,017.24

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Category

October through November 2023

Type	Date	Num	Name	Memo	Amount
Other Charges					
Legal & professional fees					
Contracts					
Bill	10/31/2023	2092	Bryant Law PC	RE: Louis Rosenberg-Hays C...	3,181.50
Bill	11/30/2023	2212	Bryant Law PC	Hays-Caldwell Contract Water...	824.00
Total Contracts					4,005.50
Committee Matters					
Bill	10/31/2023	2093	Bryant Law PC	RE: Louis Rosenberg	2,259.60
Bill	11/30/2023	2212	Bryant Law PC	Policy and Legislative	2,561.60
Total Committee Matters					4,821.20
General					
Bill	10/31/2023	2091	Bryant Law PC	RE: Louis Rosenberg	5,058.10
Bill	11/29/2023	2023-...	Strategic Governme...	Assistant General Manager R...	8,165.67
Bill	11/29/2023	2023-...	Strategic Governme...	Project Engineer Recruiter	7,415.67
Bill	11/30/2023	2212	Bryant Law PC	RE: Louis Rosenberg	5,551.10
Total General					26,190.54
Legislation					
Check	11/03/2023	37342	Charles C. Bailey	Monthly Governmental Consul...	2,000.00
Total Legislation					2,000.00
Total Legal & professional fees					37,017.24
Total Other Charges					37,017.24
TOTAL					37,017.24

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

	TOTAL	TOTAL	%
	BUDGET	DISBURSEMENTS	Complete
Wells Ranch Series 2015 Bond Proceeds	42,000,000.00	42,000,000.00	100.00%
Bond Issue Costs	420,840.00	420,840.00	100.00%
Capitalized Interest	1,664,000.00	1,664,000.00	100.00%
Beginning Cash Available for Project	39,915,160.00	39,915,160.00	100.00%
Preliminary Engineering Report	25,000.00	25,000.00	100.00%
Environmental Services	54,080.82	54,080.82	100.00%
Engineering Add'l Services (RCE Inspections)	317,067.50	317,067.50	100.00%
Inspection Services (HOT)	37,510.00	37,510.00	100.00%
SCADA Engineering Services	50,000.00	50,000.00	100.00%
Legal Notices	22,940.45	22,940.45	100.00%
Prof Services-TWDB Assistance	15,887.86	15,887.86	100.00%
Santa Clara Road TM	4,545,112.65	4,545,112.65	100.00%
Crystal Clear TM	3,102,090.36	3,102,090.36	100.00%
Wagner Booster Station Expansion	4,472,598.27	4,472,598.25	100.00%
Wells Ranch Plant Improvements	7,678,408.73	7,678,407.73	100.00%
Leissner Booster Station Imp.			
Legal Fees	110,925.31	110,925.31	100.00%
Basic Engineering Services	227,160.00	227,160.00	100.00%
Engineering Add'l Services	50,078.25	48,272.75	96.39%
Construction Costs - 2 MG Tank (Preload)	1,533,365.90	1,533,365.90	100.00%
Construction Costs - Facility (Payton)	1,185,478.00	1,185,478.00	100.00%
SCADA	16,000.00	16,000.00	100.00%
Total Leissner Booster Stn Expansion	3,123,007.46	3,121,201.96	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	442,003.15	442,505.73	
Cash from General Funds	72,191.62	204,450.86	
Cash from General Funds	37,923.76	0.00	
Ending Cash	0.00	127,143.06	

8:59 AM

12/15/23

Accrual Basis

Wells Ranch Phase II - 2015

Account QuickReport

As of November 30, 2023

Type	Date	Num	Name	Memo	Amount	Balance
BOKF, NA, Austin - Escrow						125,860.28
Deposit	11/01/2023			Interest	498.98	126,359.26
Total BOKF, NA, Austin - Escrow					498.98	126,359.26
Logic-Construction Acct						780.20
Deposit	11/30/2023			Interest	3.60	783.80
Total Logic-Construction Acct					3.60	783.80
TOTAL					502.58	127,143.06

Hays Caldwell WTP Improvements
Budget vs. Actual
November 30, 2023

	TOTAL	TOTAL	
	BUDGET	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:			
Grant Application Services	6,927.90	6,927.90	100.00%
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	30,032.00	103.92%
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	978,427.90	584,373.43	59.73%
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
November 30, 2023

		TOTAL	TOTAL	
		BUDGET	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	30,644,850.54	2,469,619.82	8.06%
	Unallocated Contingency	-8,341,679.54		0.00%
	Total Expenditures		2,469,619.82	
	Interest Income		1,448,618.37	
	Paid from General Funds-Electrical Easement		1,000.00	
	Ending Cash		21,283,169.55	

9:08 AM

12/15/23

Accrual Basis

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

Type	Date	Num	Name	Memo	Amount	Balance
Logic, Construction Acct						17,030,657.46
Deposit	11/30/2023			Interest	77,825.48	17,108,482.94
Total Logic, Construction Acct					77,825.48	17,108,482.94
BOKF, NA						4,157,386.03
Deposit	11/01/2023			Interest	17,300.58	4,174,686.61
Total BOKF, NA					17,300.58	4,174,686.61
TOTAL					95,126.06	21,283,169.55

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	CONSENT AGENDA ITEM QUARTERLY INVESTMENT REPORT	CRWA 24-01-003

INITIATED BY	JOAN WILKINSON
---------------------	----------------

STAFF RECOMMENDATION

Approve the First Quarter FY2024 Investment Report.

BACKGROUND INFORMATION

The First Quarter FY2024 Investment Report is attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-01-003

BE IT RESOLVED that the First Quarter FY2024 Investment Report of Canyon Regional Water Authority is approved.

Adopted this 8th day of January 2024

Ayes _____ Nays _____ Abstained _____ Absent _____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

Canyon Regional Water Authority
Quarterly Investment Report
December 31, 2023

Portfolio as of September 30, 2023				Portfolio as of December 31, 2023			
Beginning Book Value				Ending Book Value		Ending Market Value	
\$37,334,355.35				\$43,186,065.33		\$43,186,065.33	
\$37,334,355.35							
</							

MEMORANDUM

To: CRWA Board of Trustees

From: John M. Kaufman, General Manager

Date: January 8, 2024

Subject: CRWA Staff Report

WATER RESOURCES

Precipitation

Precipitation from January through December 2023 was 19.96 inches (as measured at the San Antonio International Airport), or 12.43 inches below normal for the calendar year.

Drought Response

South Central Texas remains in extreme drought. The GBRA Drought response remains at Stage 2. On January 2, 2024, the conservation storage volume in Canyon Lake was 60.3%, 887.60 feet above mean sea level (msl). If the water level drops to 885 feet above msl, then GBRA will implement a mandatory 15% reduction in water usage.

Guadalupe County Groundwater Conservation District

The Guadalupe County GWCD is planning a rules workshop on the Wilcox aquifer on January 11, 2023, immediately following their 4 pm Board meeting in their Sequin office. CRWA (R.W. Harden) is invited to give a presentation on the Wilcox aquifer and our recommendations for rules changes. Adam Telfer will attend this meeting.

Gonzales County Underground Water Conservation District

The next scheduled meeting of the District is January 9, 2024, which will be attended by CRWA's water attorney, Trish Carls. The meeting agenda includes: (a) a public hearing of the District's draft Management Plan, (b) discussion and possible action on Judge Stephen Ables hearing examiner's proposal regarding party status in CRWA's contested case, and (c) discussion and possible action on CRWA's 920 af/yr permit request in the Carrizo aquifer.

Region L Planning Group/TWDB

Adam Telfer, Randy Schwenn, and John Kaufman participated in a Teams meeting with representatives of Black & Veatch (the planning consultant to Regional L) to review and update water rights, forecast water demands and water treatment plant capacities, and anticipated project costs for the Lake Dunlap Plant Expansion, Hays Caldwell Plant Expansion, Wells Ranch 3 Project, Siesta Project, and Brackish Wilcox Groundwater Project. Each of these projects are included in the 2021 Regional Water Plan and will be included in the 2026 Regional Water Plan. Project cost estimates will be updated before November. These projects are eligible for TWDB SWIFT funding.



The next Region L meeting will be on February 14, 2024. Adam Telfer will participate in the meeting on behalf of CRWA.

Groundwater Management Area 13

The next GMA13 meeting will be on February 9, 2024, at the Evergreen UWCD: 110 Wyoming Blvd., Pleasanton, TX. Adam Telfer and/or a representative of RW Harden will attend the meeting on behalf of CRWA.

WATER USAGE REPORTS

Calendar year 2023 water usage reports for the Hays Caldwell, Lake Dunlap and Wells Ranch systems are attached.

WATER TREATMENT, TRANSMISSION, AND STORAGE OPERATIONS

Lake Dunlap WTP

Treated water production is about 8 MGD. Rehabilitation work on the ozone generators is continuing. A new control board needs to be installed on one of the emergency generators.

Wells Ranch WTP

Treated water production ranges from about 8 to 10 MGD. The production from Well No. 7 is down to 80 gpm and needs to be investigated.

Hays Caldwell WTP

Treated water production from the HCWTP ranges from about 1.8 to 2.5 MGD. To date 12 Koch membrane modules have failed.

Water Transmission and Storage

There is nothing new report.

Water Quality

Monitored taste and odor and disinfection by-product concentrations continue to remain low.

PROJECTS

Lake Dunlap WTP

- ***Water Treatment Plant Improvements:***

There is nothing new report on negotiations of a Master Engineering Services Agreement with Garver Engineering.

Hays Caldwell WTP

- ***Phase 1 Bidding for 1 MG Storage Tank:***

Bids were received from DN Tanks and Preload. Proposals are being evaluated by Ardurra.

- ***Membrane Improvements Project:***

Ardurra completed a draft pilot testing protocol and plan for submittal to TCEQ on or about January 5, 2024.

- ***Hays Caldwell Pipeline:***

There is nothing new to report.

- ***Hays Caldwell Wheeling Agreement:***

There is nothing new to report.

Wells Ranch 3

- ***Groundwater Leasing:***

An additional 886.7 acre-feet of Carrizo aquifer groundwater was recently leased in Gonzales County bringing total volume of leased Carrizo groundwater for the Wells Ranch 3 project to 9,315 acre-feet.

- ***Preliminary Engineering Report:***

The Wells Ranch III Preliminary Engineering Report was completed by Trihydro and was distributed to the Entity managers.

- ***Draft Water Supply and Treatment Contract:***

There is nothing new to report.

STATEMENTS OF QUALIFICATIONS

Construction Administration

One SOQ was received from Cobb Fendley which is under review.

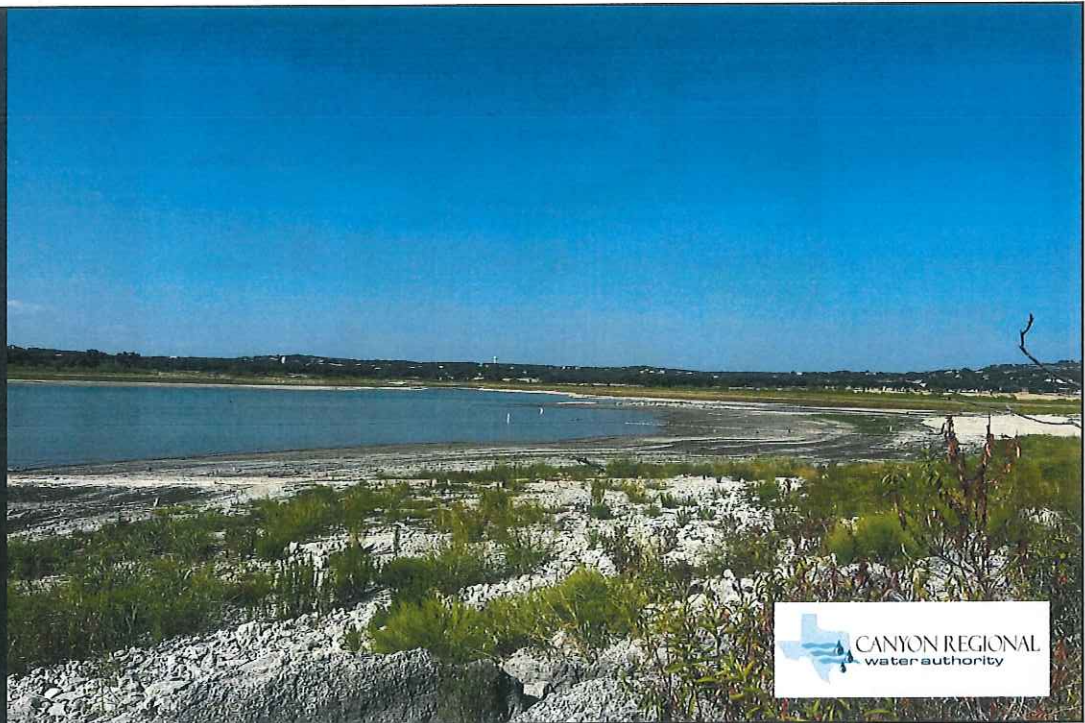
Electrical Engineering

Three SOQs were received from M&S Engineering, Garver, and Ardurra, which are under review.

General Counsel:

Five SOQs were received from qualified law firms, which are under review.

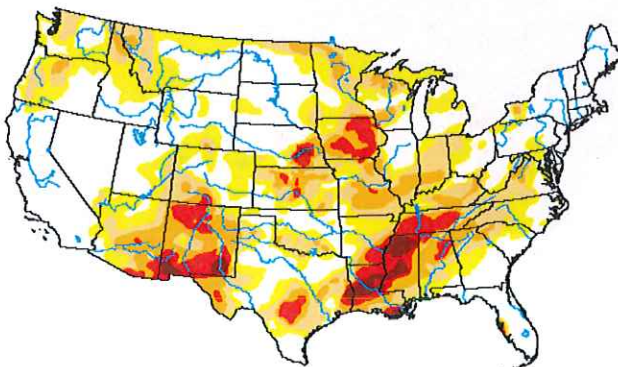
CRWA
Board of Trustees
Drought Report
January 8, 2024



1

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

December 26, 2023
(Released Thursday, Dec. 28, 2023)
Valid 7 a.m. EST



Intensity:

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

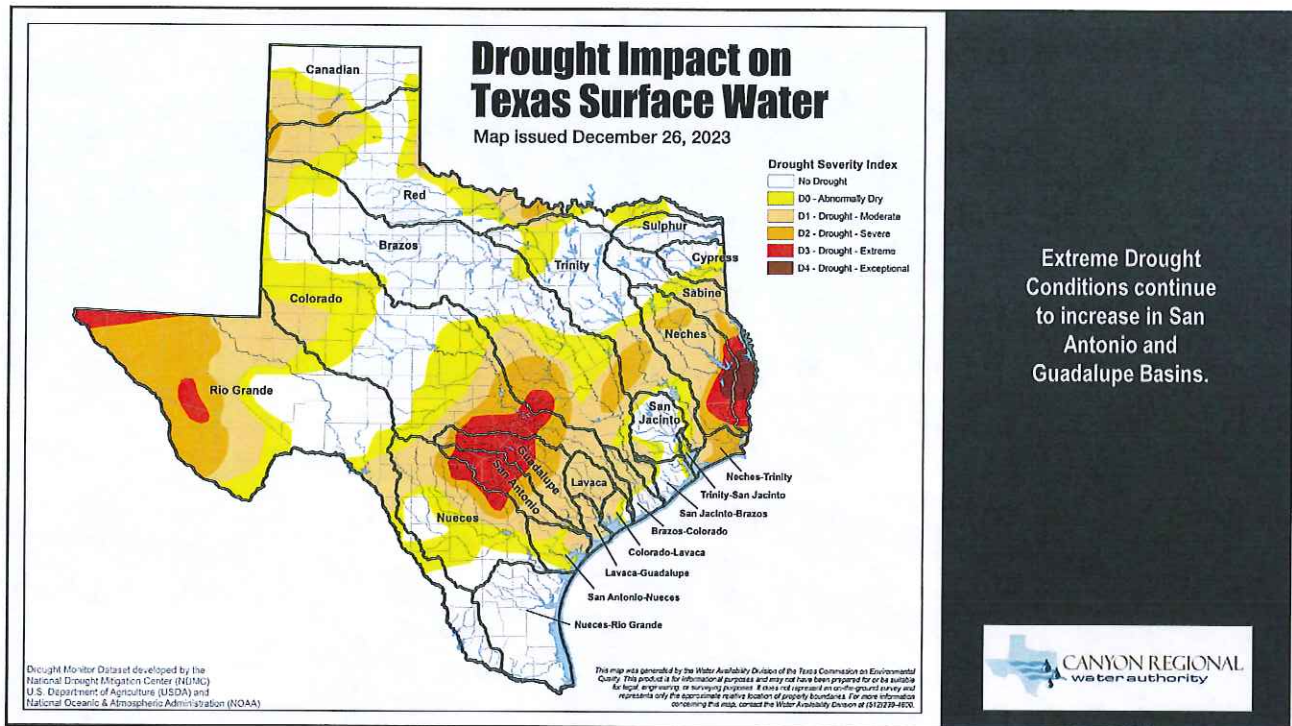
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

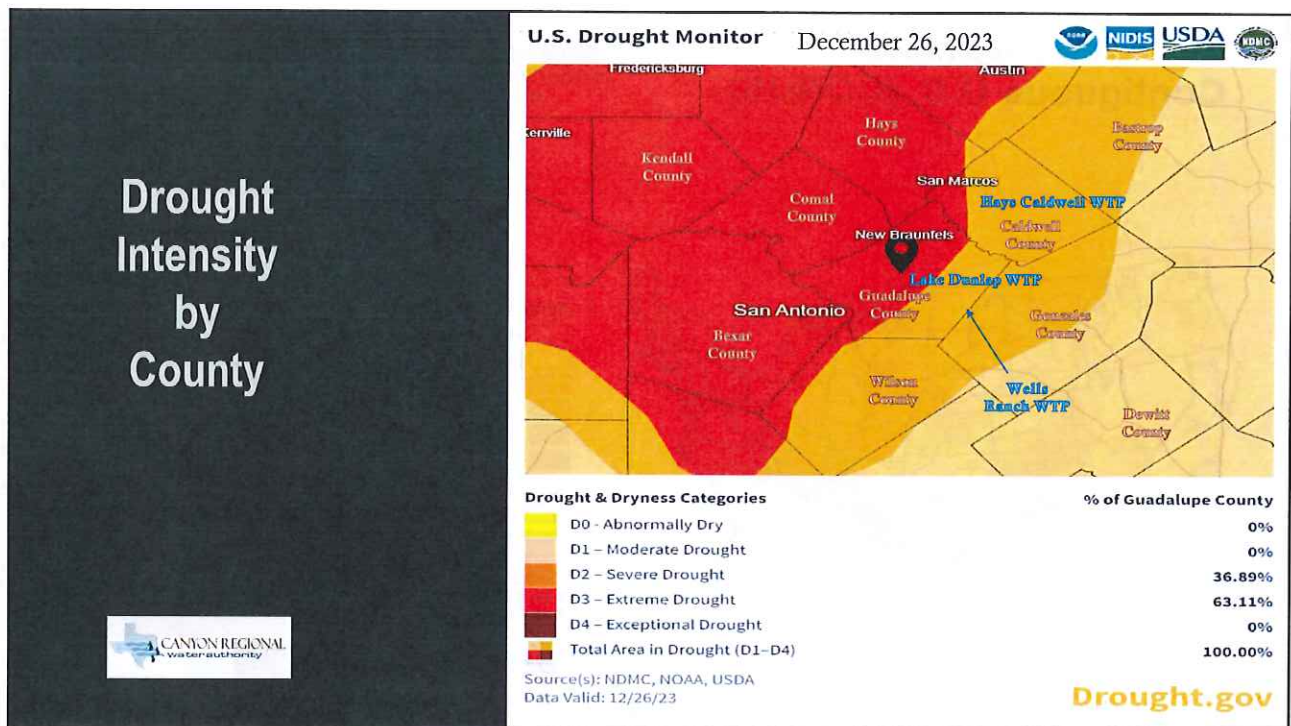
Rocky Bilotta
NCEI/NOAA



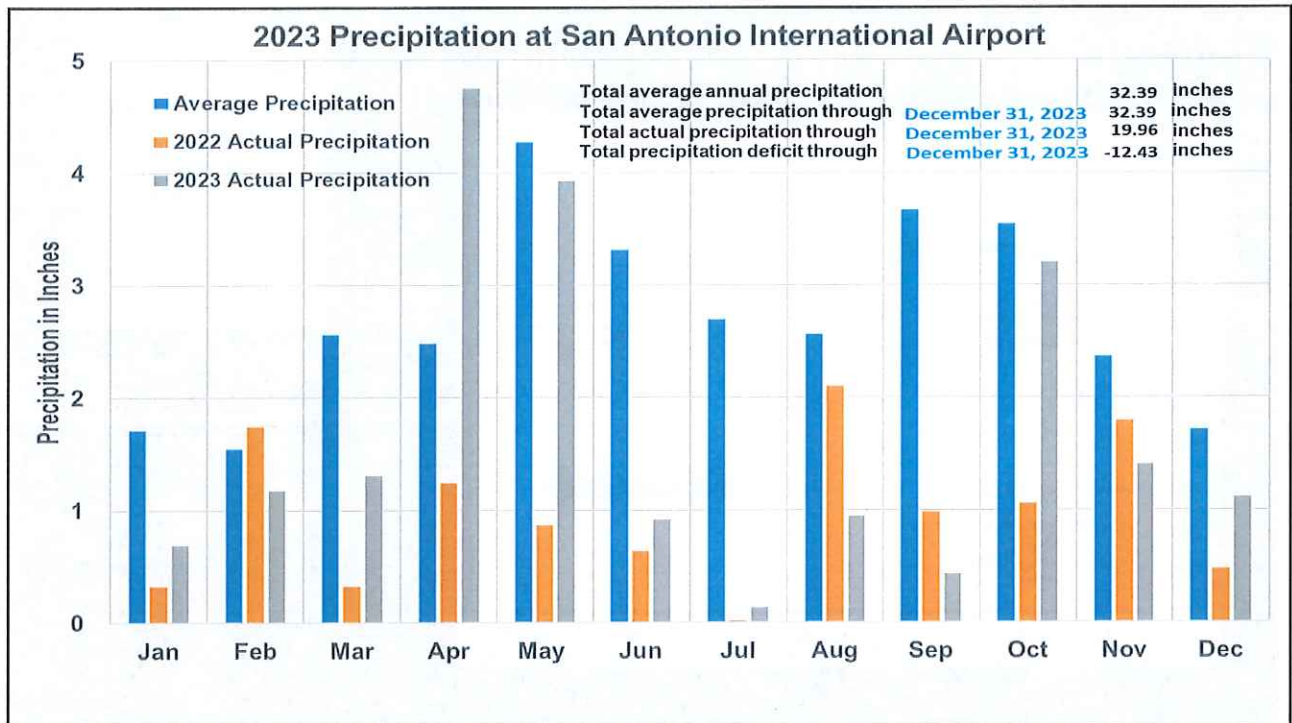
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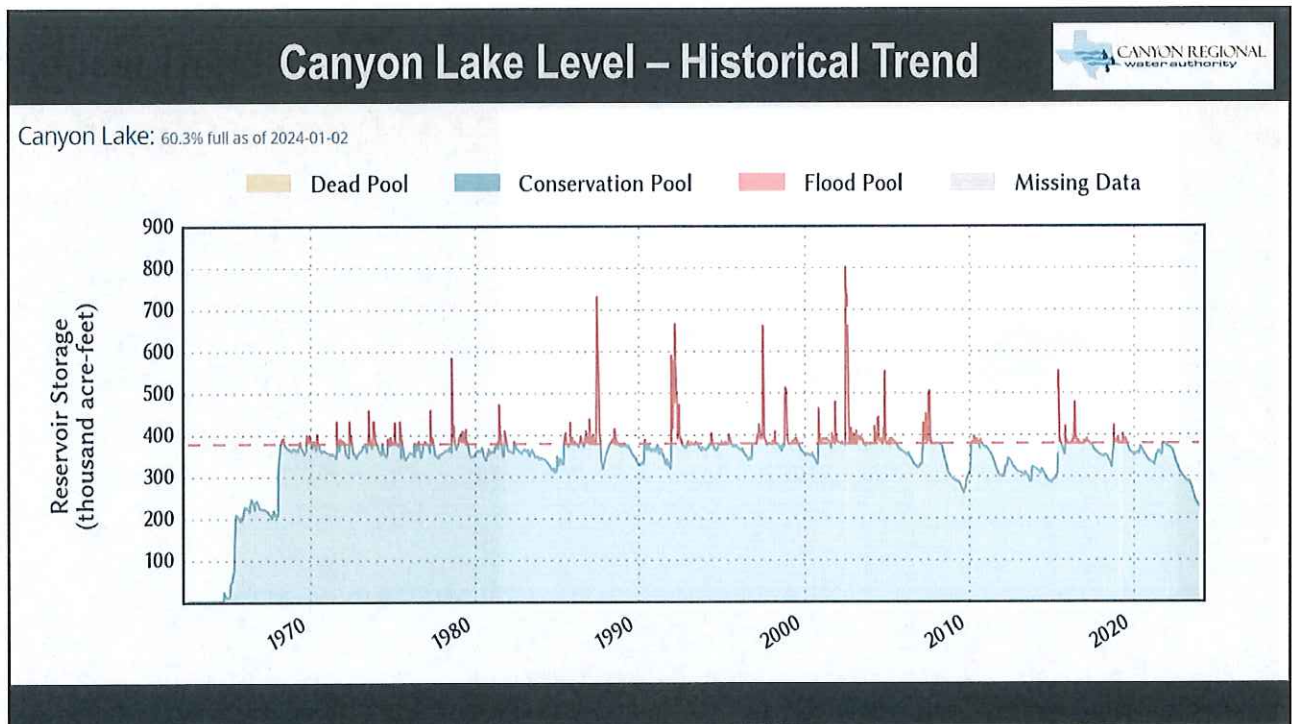
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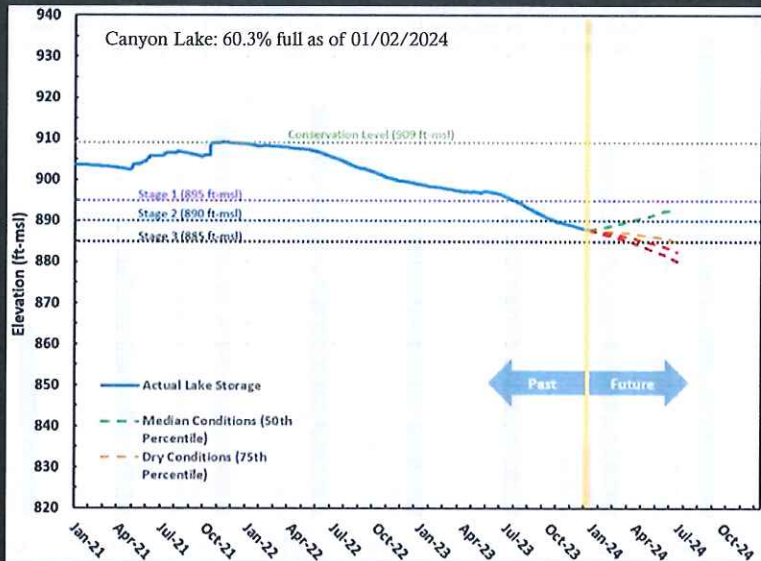


5



6

Canyon Lake Water Level Trends



WATER LEVEL

887.60

Feet MSL

Tuesday, January 2, 2024

8:15:00 AM

Level is 21.40 feet
below full pool of 909.00

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



8



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023				
CRWA Raw Water Inventory	Acre-feet	Raw Water Usage		
GBRA Take or Pay Leased Water	2,038.00	³ GBRA Take or Pay Leased Water Cummings/CRWA 18-3887 Foster 18-3889A Baugh 18-3888A - Leased		
Cummings/CRWA 18-3887	516.16			
Foster 18-3889A	24.00			
Baugh 18-3888A - Leased	320.00	YEAR 2023		
2023 Annual Total	2,898.16	YEAR 2023		
2,898.16		2,772.57		
Raw Water Rights by Others Inventory	Acre-feet	Raw Water Usage by Others		
¹ Cummings/Martindale 18-3887D	255.84	¹ Cummings/Martindale 18-3887D City of San Marcos		
City of San Marcos	1,314.00			
² Annual Raw Water	2,898.16	⁴ Annual Contract		
Year End Total Use	2,772.57	Year End Total Use		
Year End Not Used	125.59	Year End Not Used		
% Used	96%	% Not Used		
	4%	4%		

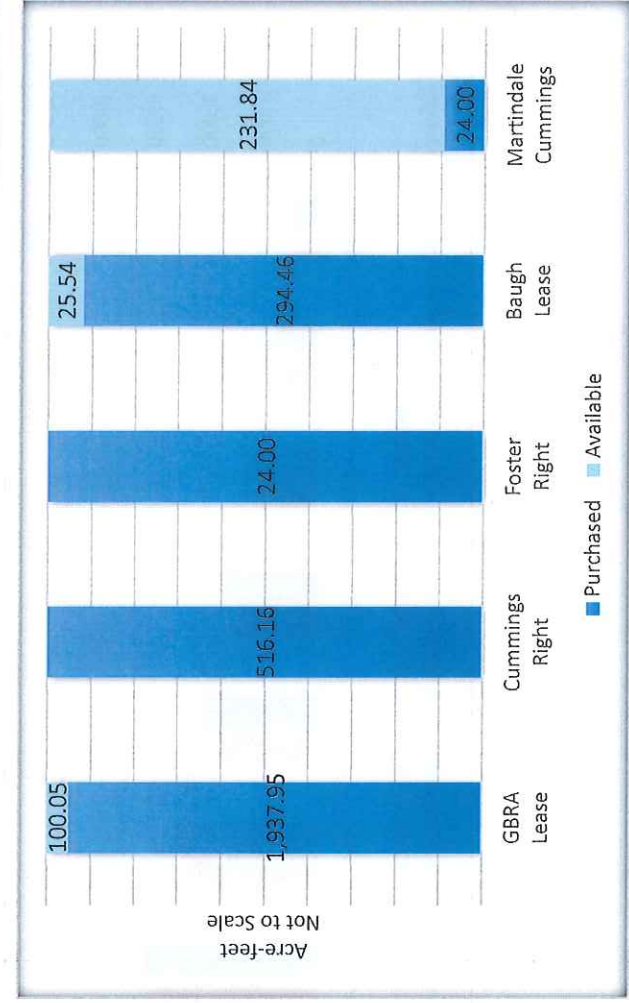
Comments:

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.



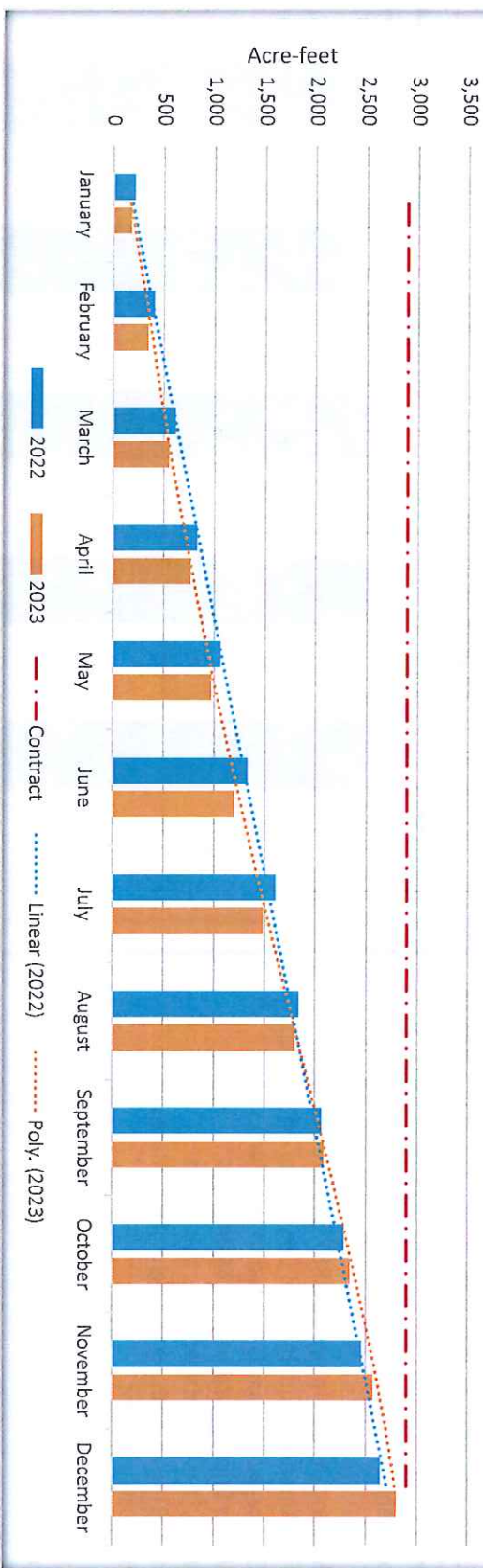
Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023

Monthly Raw Water Use & Trend

Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	212.43	Jul-22	274.95	Jan-23	180.05	Jul-23	282.16
Feb-22	194.56	Aug-22	232.75	Feb-23	167.23	Aug-23	310.95
Mar-22	207.18	Sep-22	226.18	Mar-23	203.97	Sep-23	288.52
Apr-22	214.89	Oct-22	218.49	Apr-23	216.95	Oct-23	252.25
May-22	234.58	Nov-22	171.90	May-23	206.53	Nov-23	230.09
Jun-22	266.96	Dec-22	179.63	Jun-23	231.36	Dec-23	226.51
YEAR 2022		YEAR 2023					
Total Raw Water Use		2,634.50		Total Raw Water Use		2,796.57	

2022 Vs. 2023 Raw Water Trend

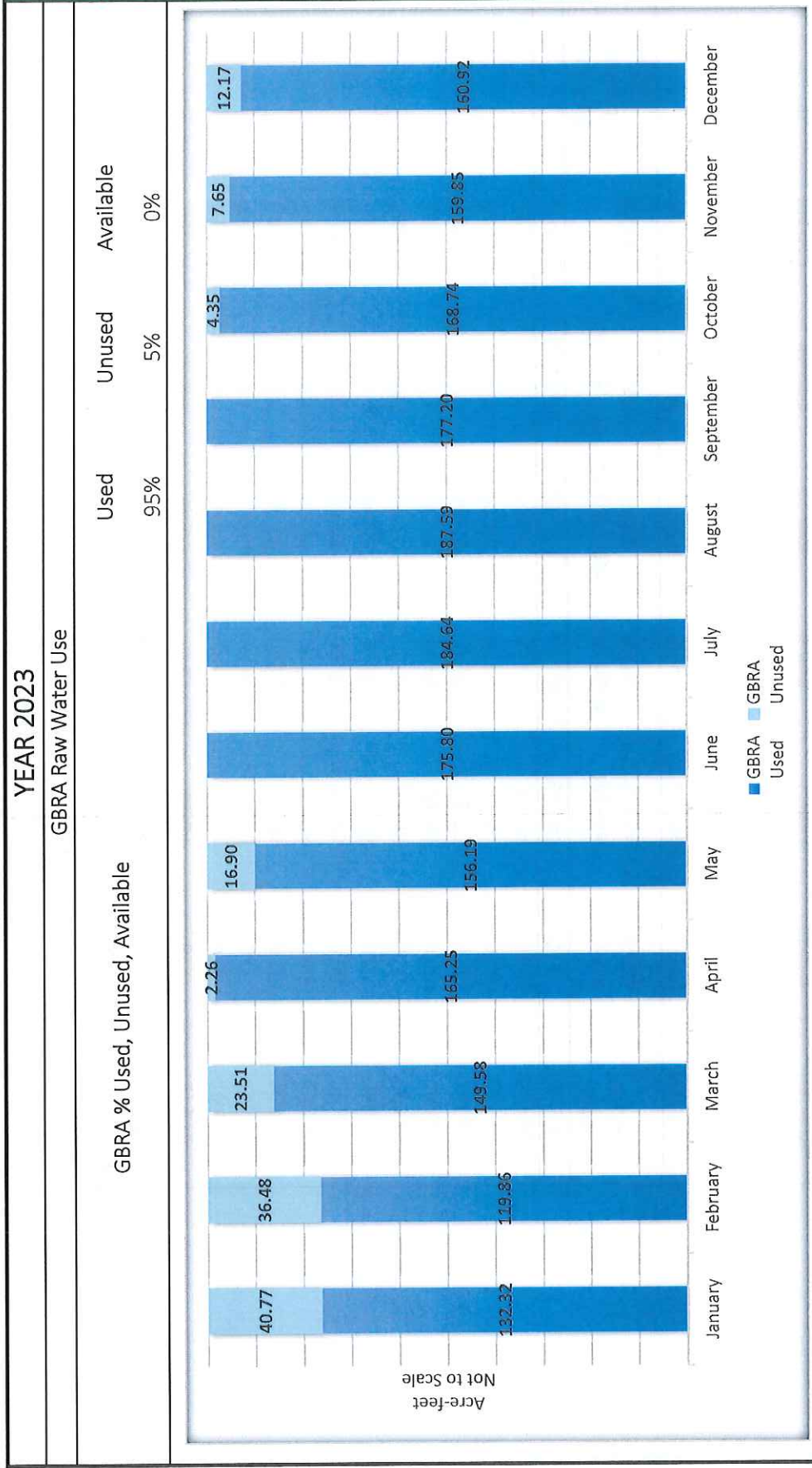


Comments:

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



Hays Caldwell Water Treatment Plant Water Use Summary



Comments:



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023

YEAR 2023									
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	91.95	52.66	8.99	67.50	0.00	221.11		
	Dec-23	86.27	55.32	11.67	66.09	0.00	219.35		
	Total	1,099.36	652.79	114.04	809.47	0.00	2,675.66		
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	41.59%	23.82%	4.07%	30.53%	0.00%	100.00%		
	Dec-23	39.33%	25.22%	5.32%	30.13%	0.00%	100.00%		
	YTD Percentage Take	41.09%	24.40%	4.26%	30.25%	0.00%	100.00%		



Hays Caldwell Water Treatment Plant Water Use Summary

YEAR 2023									
Raw Water Use by Entity									
¹ Raw Water Use	Month	² Total Treated Acre-feet	³ Total Raw Acre-feet	County Line Acre-feet	Crystal Clear Acre-feet	Martindale Acre-feet	Maxwell Acre-feet	CoSM Acre-feet	
	Jan-23	173.72	180.05	57.77	49.75	9.17	63.36	0.00	
	Feb-23	161.01	167.23	59.92	43.66	9.05	54.61	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	206.53	88.95	43.96	7.91	65.71	0.00	
	Jun-23	221.21	231.36	97.71	53.77	11.12	68.76	0.00	
	Jul-23	268.60	282.16	121.31	70.29	13.59	76.96	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	221.11	230.09	95.68	54.80	9.36	70.24	0.00	
	Dec-23	219.35	226.51	89.09	57.12	12.05	68.24	0.00	
	Total	2,675.66	2,796.57	1,149.57	682.11	119.12	845.78	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 Acre-feet	Raw Water Use Acre-feet	Contract Remaining Acre-feet	Contract Use %	
County Line	1,308.00	1,149.57	158.43	87.89%
Crystal Clear	500.00	682.11	-182.11	136.42%
Martindale	200.00	119.12	80.88	59.56%
Maxwell	900.00	845.78	54.22	93.98%
Treated Delivered Water Vs. Annual Contract Amounts				
Annual Contract Acre-feet	Raw Water Use Acre-feet	Contract Remaining Acre-feet	Contract Use %	
County Line	1,308.00	1,099.36	208.64	84.05%
Crystal Clear	500.00	652.79	-152.79	130.56%
Martindale	200.00	114.04	85.96	57.02%
Maxwell	900.00	809.47	90.53	89.94%

Comments:

GBRA:

December Estimate - 166.00 acre-feet
 December Use - 160.92 acre-feet
 Unused GBRA Water = Annual Contract - Annual Use.
 100.05 acre-feet = 2038.00 acre-feet - 1937.95 acre-feet.

Cummings:

Available - 38.76 acre-feet
 Estimated Use - 10.00 acre-feet.

Foster:

Available - 0.00 acre-feet
 Estimated Use - 0.00 acre-feet

Baugh:

Available - 70.32 acre-feet
 Estimated Use - 65.00 acre-feet



Lake Dunlap WTP
and
Wells Ranch WTP
Usage Report

YEAR 2023			
Lake Dunlap & Wells Ranch Raw Water Inventory		Lake Dunlap & Wells Ranch Contract Amounts	
Lake Dunlap WTP Surface Water	Acre-feet	Lake Dunlap WTP Supply Contracts	Acre-feet
GBRA Leased Raw Water	10,575.00	SAWS	3,500.00
CRWA Water Rights/Raw Water	564.50	City of Cibolo	1,230.00
Crystal Clear/GBRA Leased Water ¹	500.00	East Central SUD	1,400.00
2023	Annual Total	Green Valley SUD	1,800.00
WR Ground Water	Acre-Feet	City of Marion	100.00
Guadalupe Carrizo Leased	2,603.42	Crystal Clear SUD	500.00
Guadalupe Wilcox Leased	3,026.00	Springs Hill WSC	2,450.00
Gonzales Carrizo Leased	7,400.00	2023	Annual Total
2023	Annual Total		10,980.00
LD & WR Combined Annual Raw Water Inventory	Acre-feet	Wells Ranch Phase I & II Combined Contract Amounts	
Lake Dunlap WTP	11,639.50		Acre-Feet
Wells Ranch WTP	13,029.42	SAWS ²	2,800.00
2023	Annual Total	City of Cibolo ³	2,721.93
Comments:	<p>¹ Crystal Clear Leases 500.00 acre-feet from GBRA. CRWA reports these diversions to the Water Master.</p> <p>² Springs Hill leased 500.00 acre-feet of Dunlap water from SAWS. This contract expire December 31, 2023. A new contract was signed and took affect January 1, 2024, and expires December 31, 2028.</p> <p>³ Cibolo leased 741.00 acre-feet of Wells Ranch water from Crystal Clear. This contract expired December 31, 2023.</p>	East Central SUD	1,000.00
		Green Valley SUD	5,655.68
		City of Marion	200.00
		Crystal Clear SUD ³	51.39
		Springs Hill WSC ²	100.00
		City of Converse	500.00
2023	Annual Total		13,029.00
			Acre-feet
		LD & WR Annual Contract Amount	24,009.00

Comments:

¹ Crystal Clear Leases 500.00 acre-feet from GBRA. CRWA reports these diversions to the Water Master.

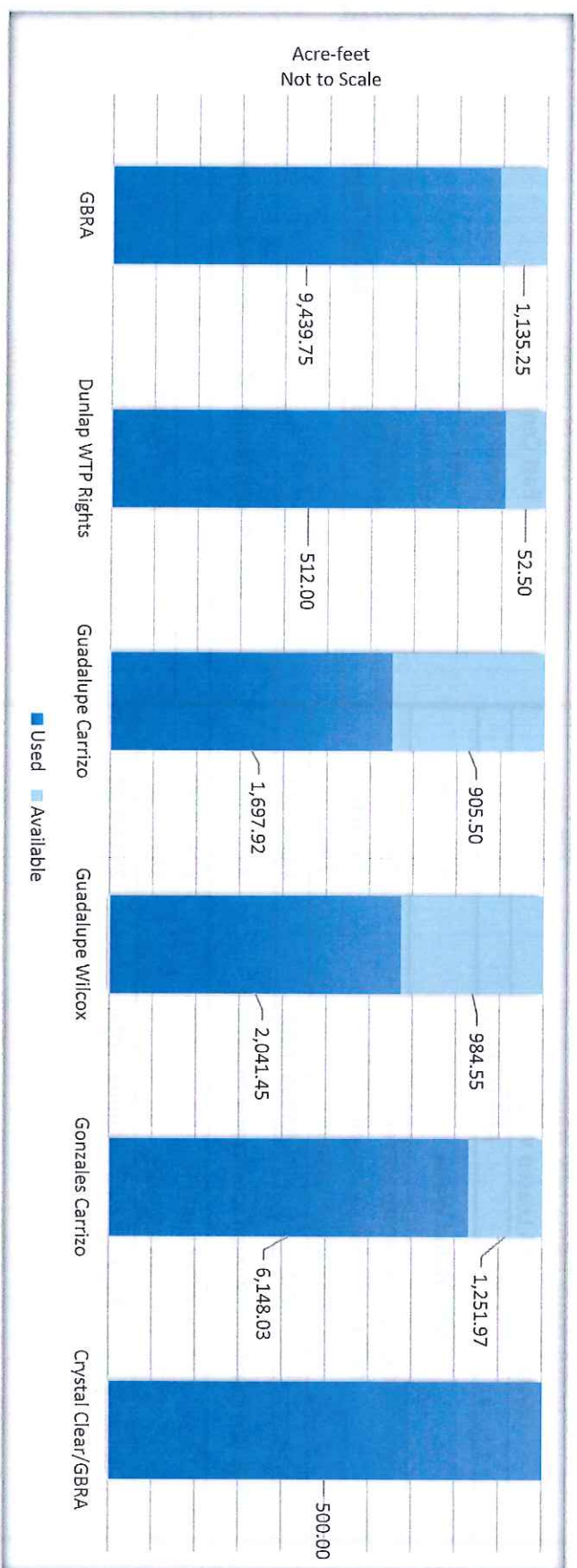
² Springs Hill leased 500.00 acre-feet of Dunlap water from SAWS. This contract expire December 31, 2023. A new contract was signed and took affect January 1, 2024, and expires December 31, 2028.

³ Cibolo leased 741.00 acre-feet of Wells Ranch water from Crystal Clear. This contract expired December 31, 2023.

2023 Lake Dunlap/Wells Ranch Use

% Use 82% % Not Used 18%

Lake Dunlap WTP & Wells Ranch WTP Use by Right

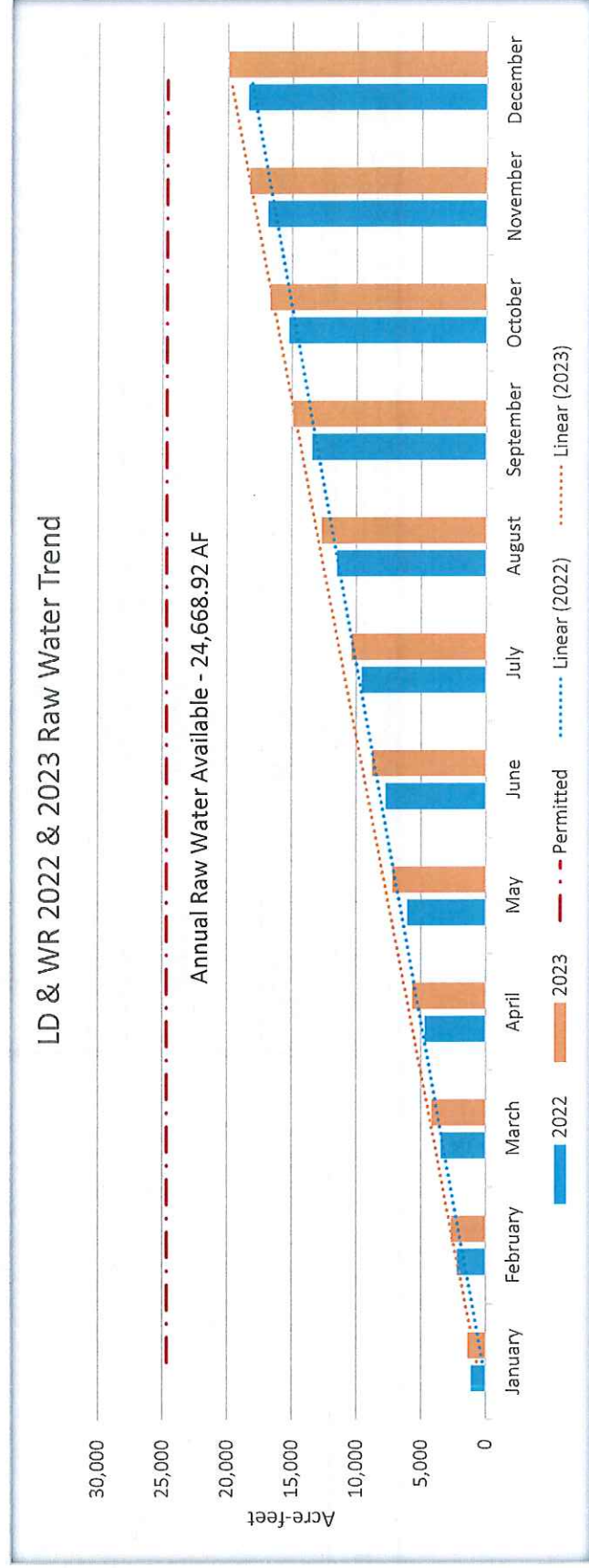


YEAR 2023		Contract Amounts	Comments:
Entity	Acre-Feet		
SAWS	6,300.00		The total contract amounts for each entity is current through 2023 and includes leased water between utilities. Some contract amounts change as of January 1, 2024, and will be updated in the 2024 Water Usage Report.
City of Cibolo	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		All meter readings in this table are from CRWA's SCADA system and are based on a calendar year.
City of Converse	500.00		
Total	24,009.00		

Entity Use Lake Dunlap & Wells Ranch Combined						
Entity	Plant Contract Acre-Feet	YTD Use Acre-Feet	YTD Available Acre-Feet	Calendar Year % Use		
SAWS	6,300.00	5,712.23	587.77	91%		
City of Cibolo	3,951.93	2,346.63	1,605.30	59%		
East Central SUD	2,400.00	2,247.47	152.53	94%		
Green Valley SUD	7,455.68	5,396.44	2,059.24	72%		
City of Marion	300.00	85.24	214.76	28%		
Crystal Clear SUD	551.39	739.44	-188.05	134%		
Springs Hill WSC	2,550.00	2,148.29	401.71	84%		
City of Converse	500.00	368.43	131.57	74%		
Total	24,009.00	19,044.19	4,964.81	79%		

LD & WR Contracts Percentage Use

% Use 79%
% Available 21%

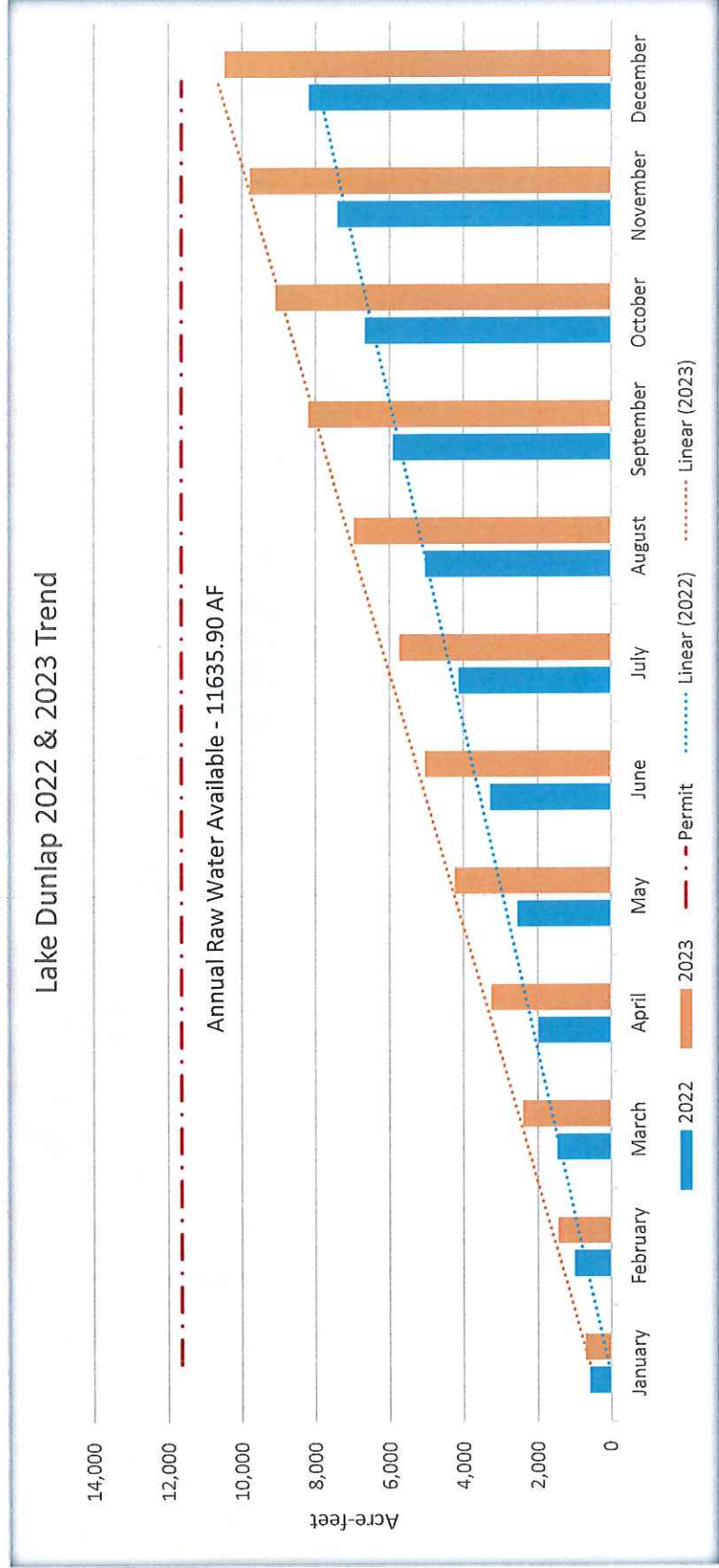


2023 Lake Dunlap WTP Raw Water Usage By Right					
Annual Allocation		YTD Use		Available	
	Acre-feet	Acre-feet	Acre-feet	Acre-feet	
GBRA	10,575.00	9,439.75		1,135.25	
River Mill#18-3829	400.00	347.50		52.50	
Ray Dittmar#18-3832A	44.00	44.00		0.00	
Gary Dittmar#18-3833B	30.50	30.50		0.00	
William Daniel#18-3834	71.48	71.48		0.00	
William Daniel#18-3834A	18.52	18.52		0.00	
Crystal ClearGBRA Lease	500.00	500.00		0.00	
Total	11,639.50	10,451.76		1,187.74	
2023 Wells Ranch WTP Raw Water Use By Permit					
Guadalupe County Wells					
Carrizo	Acre-feet	Wilcox	Acre-feet		
#2 Deer Stand	700.23	#3 Deer Stand	972.32	#1 Tommy's	14.51
#4 Pig Trap	628.25	#6 Dead Man Tank	1,069.13	#5 Littlefield	800.54
#7 Dead Man Tank	369.43			#8 Chickenhouse	696.30
Total	1,697.92	Total	2,041.45	#9 Camphouse	680.15
Ground Water Permit Use					
	Use AF	Permit AF/YR	Available AF		
Guadalupe Carrizo	1,697.92	2,603.42	905.50	#11 Coastal Field	551.24
Guadalupe Wilcox	2,041.45	3,026.00	984.55	#12 Bull Trap	452.91
Total Guadalupe	3,739.37	5,629.42	1,890.04	#13 Bond West	717.49
Total Gonzales Carrizo	6,148.03	7,400.00	1,251.97	#14 Christian West	789.75
				#15 Bond East	966.01
				#16 Christian East	479.13
Total Ground Water	9,887.40	13,029.42	3,142.01	Total	6,148.03

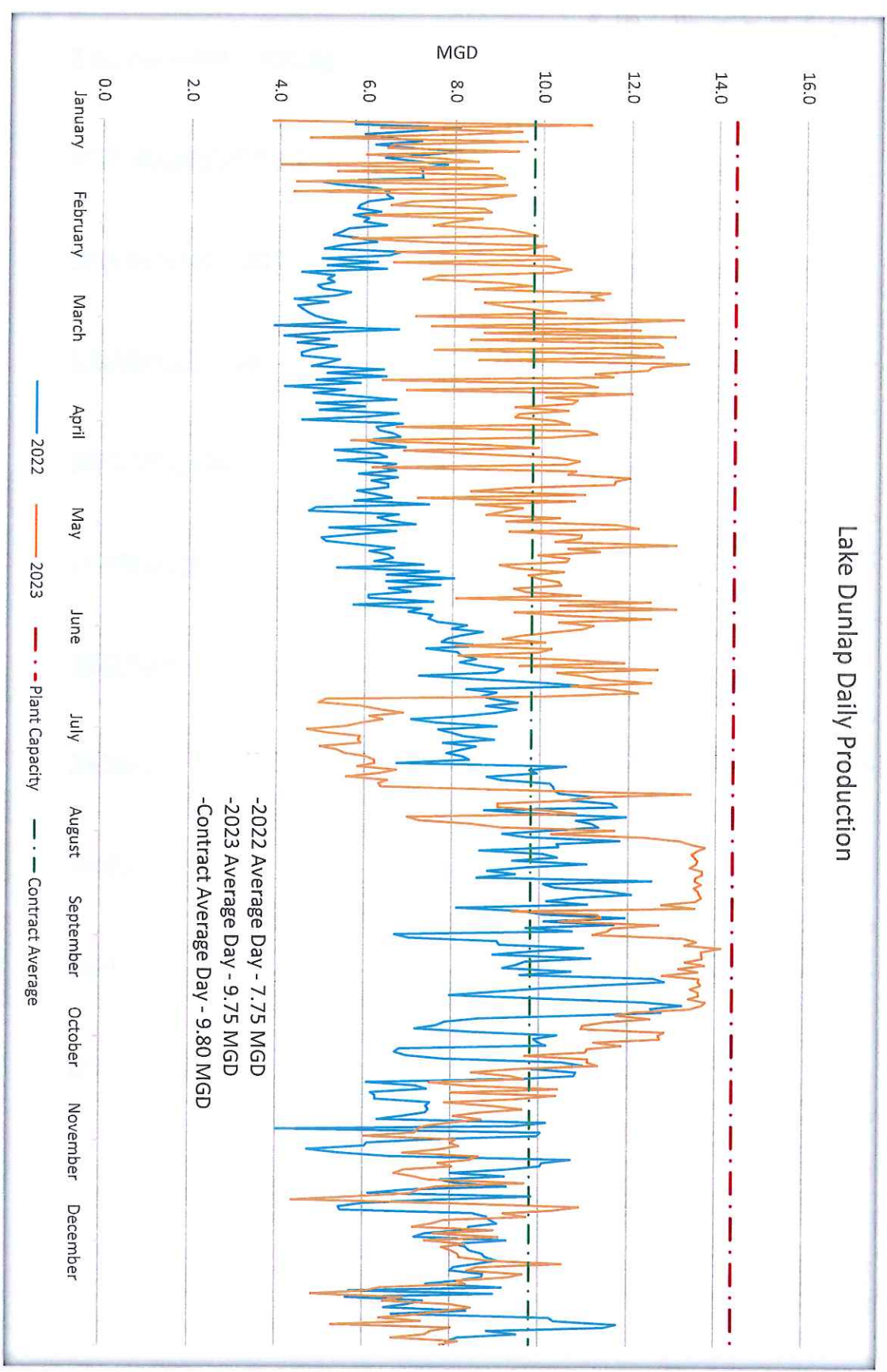


Lake Dunlap WTP
and
Wells Ranch WTP
Usage Report

Lake Dunlap Monthly Raw Water Demand Comparison									
2022					2023				
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	570.89	Jul-22	852.37	Jan-23	686.98	Jul-23	691.85		
Feb-22	426.25	Aug-22	901.54	Feb-23	751.16	Aug-23	1,204.78		
Mar-22	461.92	Sep-22	870.56	Mar-23	967.84	Sep-23	1,250.43		
Apr-22	515.06	Oct-22	749.36	Apr-23	855.36	Oct-23	884.66		
May-22	572.54	Nov-22	746.27	May-23	969.72	Nov-23	697.93		
Jun-22	725.47	Dec-22	784.27	Jun-23	807.93	Dec-23	683.10		
Total Raw Water Demand			8,176.49	Total Raw Water Demand			10,451.75		



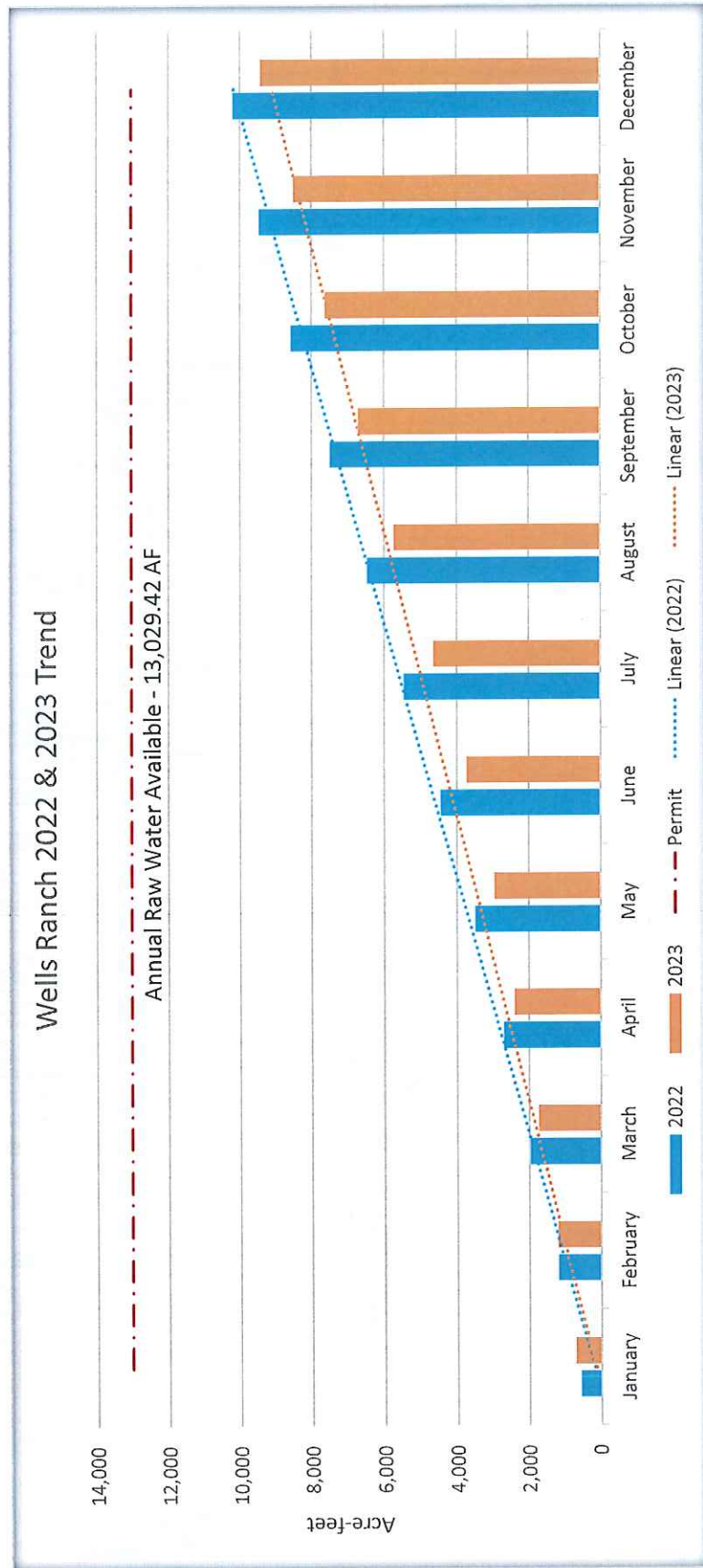
Lake Dunlap Daily Production



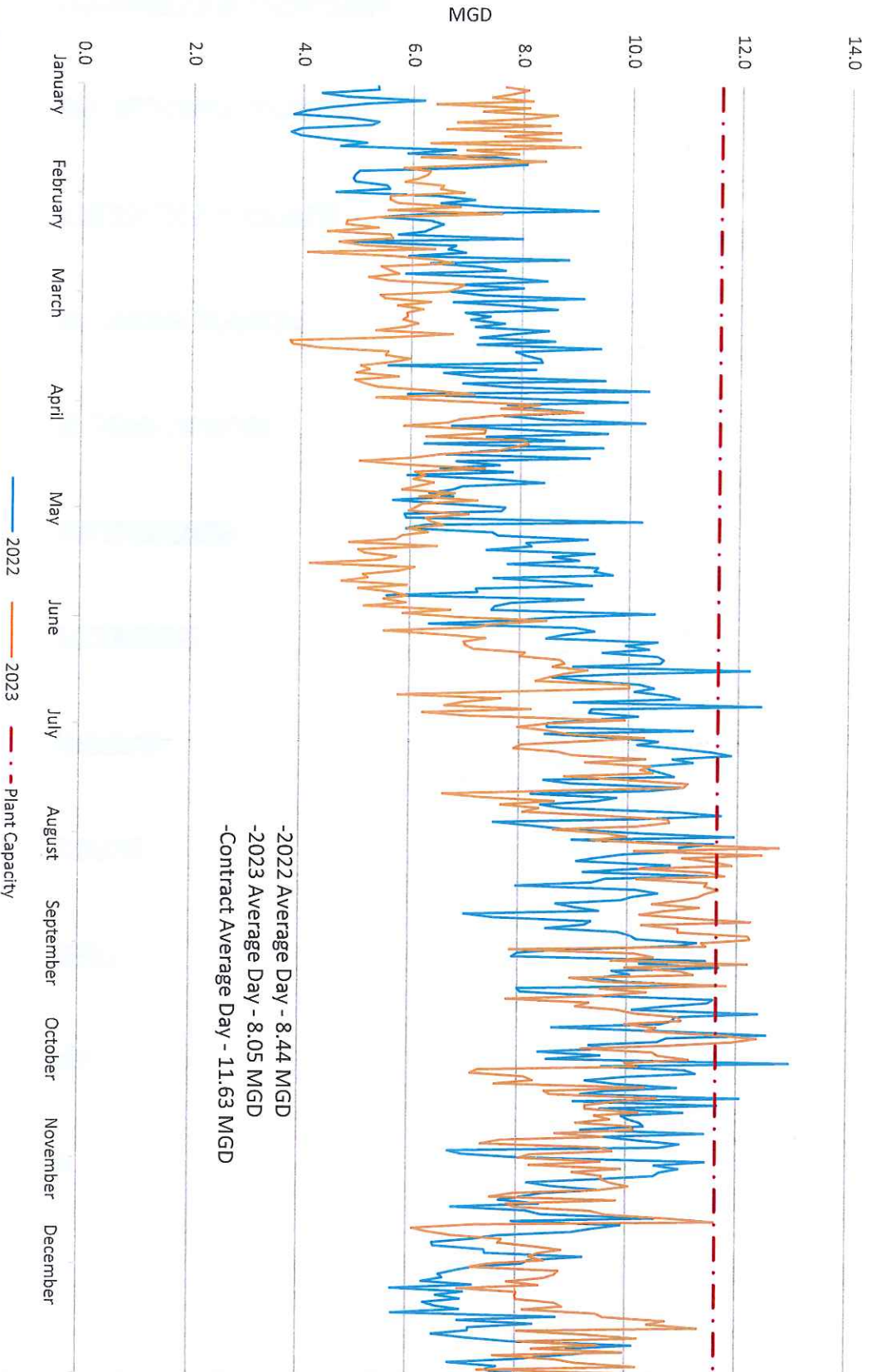


Lake Dunlap WTP
and
Wells Ranch WTP
Usage Report

Wells Ranch Monthly Raw Water Demand Comparison											
2022						2023					
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	543.95	Jul-22	1,012.23	Jan-23	688.36	Jul-23	903.50	Jan-23	688.36	Jul-23	903.50
Feb-22	628.97	Aug-22	1,006.51	Feb-23	505.62	Aug-23	1,097.36	Feb-23	505.62	Aug-23	1,097.36
Mar-22	781.50	Sep-22	1,036.18	Mar-23	539.66	Sep-23	977.05	Mar-23	539.66	Sep-23	977.05
Apr-22	738.84	Oct-22	1,070.70	Apr-23	652.24	Oct-23	909.29	Apr-23	652.24	Oct-23	909.29
May-22	798.43	Nov-22	899.18	May-23	565.48	Nov-23	879.25	May-23	565.48	Nov-23	879.25
Jun-22	942.32	Dec-22	730.66	Jun-23	772.66	Dec-23	922.60	Jun-23	772.66	Dec-23	922.60
Total Raw Water Used				10,189.48				Total Raw Water Used			
								9,413.07			

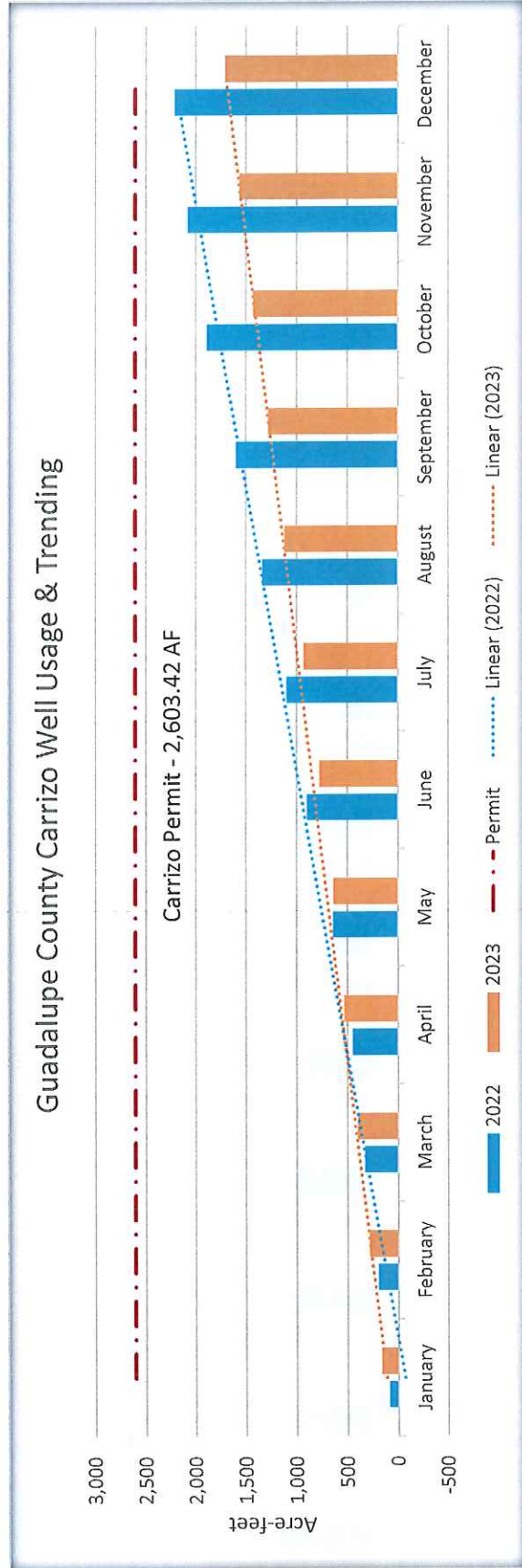


Wells Ranch Daily Production





*Guadalupe County Carrizo Well Usage											
2022 Monthly Usage						2023 Monthly Usage					
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	88.70	Jul-22	201.99	Jan-23	162.76	Jul-23	157.28				
Feb-22	107.01	Aug-22	236.92	Feb-23	121.73	Aug-23	186.31				
Mar-22	128.90	Sep-22	260.14	Mar-23	112.93	Sep-23	163.73				
Apr-22	119.96	Oct-22	288.67	Apr-23	130.66	Oct-23	147.48				
May-22	194.56	Nov-22	194.88	May-23	105.33	Nov-23	132.35				
Jun-22	257.09	Dec-22	130.27	Jun-23	137.36	Dec-23	139.99				
Total Use		2,209.10	Acre-feet	Total Use		1,697.92	Acre-feet				
Annual Permit		2,603.42	Acre-feet	Annual Permit		2,603.42	Acre-feet				
Not Used		394.32	Acre-feet	Not Used		905.50	Acre-feet				
% Used	85%	% Not Used	15%	% Used	65%	% Not Used	35%				

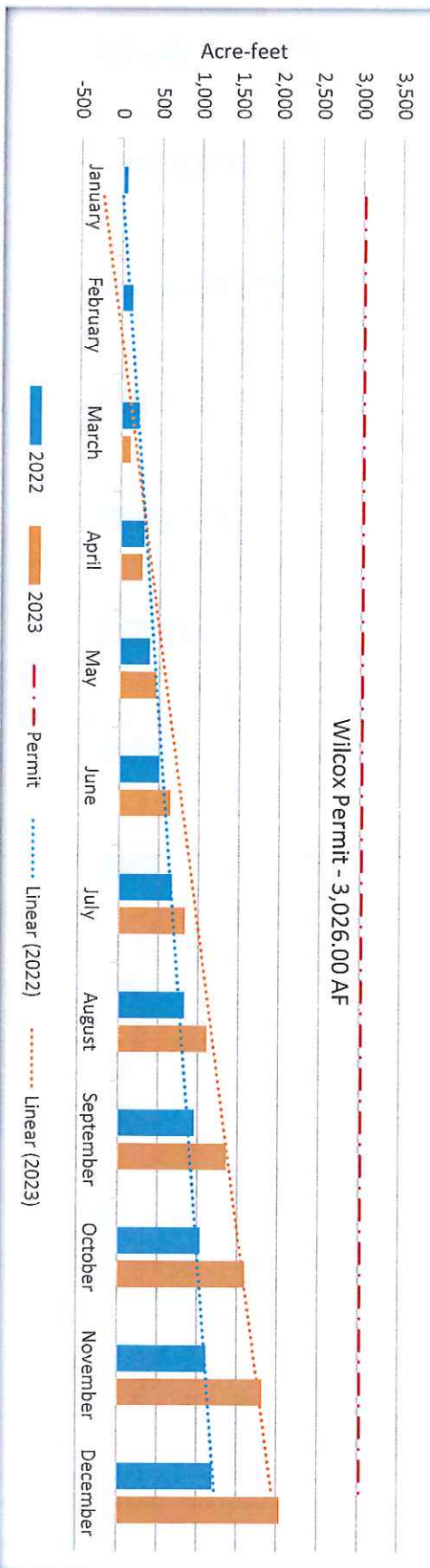


*Guadalupe County Carrizo Wells:
#2 Deer Stand
#4 Pig Trap
#7 Dead Man Tank

*Guadalupe County Wilcox Well Usage

2022 Monthly Usage				2023 Monthly Usage			
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	58.24	Jul-22	169.95	Jan-23	7.71	Jul-23	187.77
Feb-22	73.20	Aug-22	158.49	Feb-23	2.19	Aug-23	278.01
Mar-22	89.41	Sep-22	128.03	Mar-23	104.64	Sep-23	254.75
Apr-22	73.25	Oct-22	79.06	Apr-23	160.90	Oct-23	235.27
May-22	80.49	Nov-22	79.89	May-23	178.90	Nov-23	216.04
Jun-22	125.84	Dec-22	82.24	Jun-23	188.19	Dec-23	227.07
Total Use		1,198.10	Acre-feet	Total Use		2,041.45	Acre-feet
Annual Permit		3,026.00	Acre-feet	Annual Permit		3,026.00	Acre-feet
Not Used		1,827.90	Acre-feet	Not Used		984.55	Acre-feet
% Used	40%	% Not Used	60%	% Used	67%	% Not Used	33%

*Guadalupe County Wilcox Well Usage & Trending



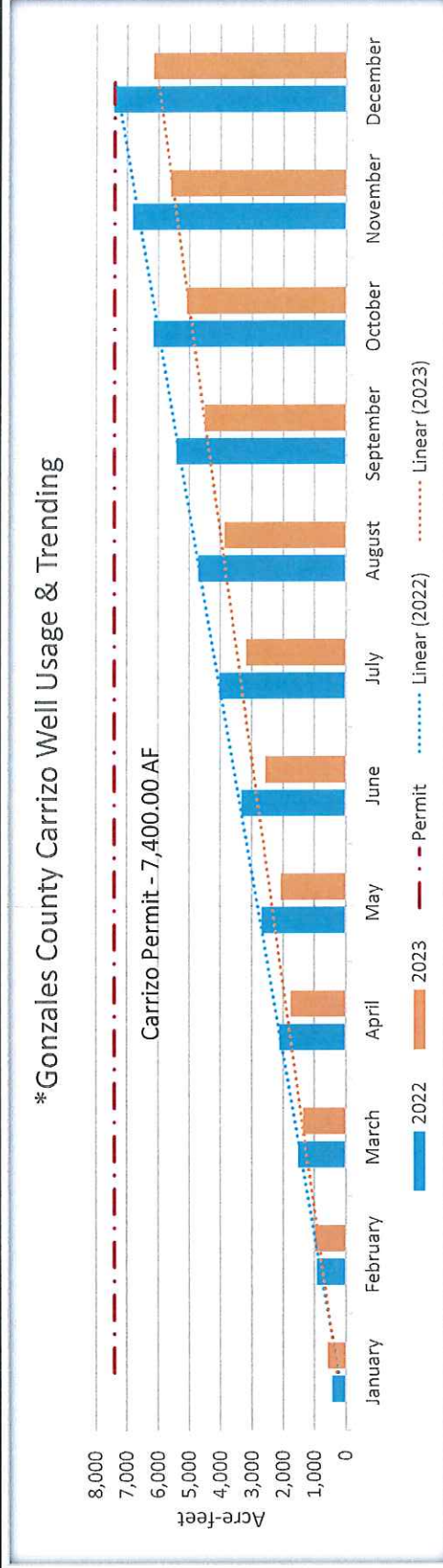
*Guadalupe County Wilcox Wells:

#3 Deer Stand
#6 Dead Man Tank



Lake Dunlap WTP
and
Wells Ranch WTP
Usage Report

Gonzales County Well Usage									
2022 Monthly Usage					2023 Monthly Usage				
Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet	Month	Acre-feet
Jan-22	426.07	Jul-22	705.25	Jan-23	566.68	Jul-23	620.41		
Feb-22	490.56	Aug-22	676.50	Feb-23	409.89	Aug-23	694.68		
Mar-22	600.34	Sep-22	701.17	Mar-23	376.21	Sep-23	628.28		
Apr-22	589.17	Oct-22	751.43	Apr-23	395.70	Oct-23	577.36		
May-22	578.76	Nov-22	669.39	May-23	312.29	Nov-23	519.19		
Jun-22	632.29	Dec-22	605.62	Jun-23	491.80	Dec-23	555.53		
Total Use		7,426.55	Acre-feet	Total Use		6,148.03	Acre-feet		
Annual Permit		7,400.00	Acre-feet	Annual Permit		7,400.00	Acre-feet		
Not Used		-26.55	Acre-feet	Not Used		1,251.97	Acre-feet		
% Used		100%	% Not Used	% Used		83%	% Not Used		
			0%				17%		



*Gonzales County Wilcox 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

December 29, 2023

PREPARED BY

David Kneuper, P.E. – Utility Engineering Group

CRWA GIS SYSTEM STATUS SUMMARY

Utility Engineering Group (UEG) has been working to upload the Hays Caldwell transmission main system information and Wells Ranch WTP and well field information to the GIS system. UEG is working with CRWA Staff to set up a GIS system review meeting and field verification kick-off meeting, which is anticipated to be scheduled within the coming weeks.

Since the last project status report to CRWA, UEG has uploaded the provided information to the GIS system. The Hays Caldwell transmission system improvements, Wells Ranch WTP, and well sites have been published to the site.

The project base scope of services is complete pending a final review and update meeting with CRWA Staff. The initial field verification portion of the project will be completed within eight weeks following the kick-off meeting. Currently \$59,965.00 (83%) of the initial Phase 4 budget (\$72,470) has been invoiced. No work on the field verification portion of the project 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. With the project TxDOT supplemental agreement executed and the updated project TxDOT RULIS permit approved, UEG is coordinating with the Contractor and TxDOT to schedule the project on-site pre-construction meeting.

Since the last status report, the TxDOT supplemental agreement and Change Order No. 2 were approved by the Board of Trustee's. UEG also finalized the updated TxDOT RULIS 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 \$541,424.21, which includes the original bid and approved Change Order's No. 1 and No. 2, all of which are 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. UEG is currently working with the Contractor to finalize the Notice-to-Proceed date and mobilization schedule which is anticipated in mid-January.

Since the last status report, the Board of Trustees awarded the contract to RAM Utilities at their 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 has completed review of the 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 has revised the draft water system details based on CRWA comments. UEG is finalizing work on the draft water system technical specifications, with an anticipated submittal to CRWA Staff in January.

Currently \$16,905.00 (68%) 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: January 8, 2024

Re: Project Status Report for:
Hays Caldwell WTP Improvements
Hays Caldwell WTP Membrane Replacement

Below is the Project Status Report for the Hays Caldwell Water Treatment Plant Improvements and Membrane Replacement projects:

Work in Progress:

A. Hays Caldwell WTP Improvements

1. Phase 1 GST –

- a. Bid opening was held on December 22, 2023. Two bid proposals were received with one from DN Tanks and one from Preload. The review of the bid proposals was completed by Ardurra. Ardurra will review the evaluation and scores with CRWA staff before finalizing the recommendation letter of award.

B. Hays Caldwell WTP Membrane Replacement

1. Ardurra conducted a coordination meeting with Pall on December 19, 2023 to review draft pilot protocol and refine details. The draft pilot protocol has been completed and Ardurra plans on submitting to TCEQ by Jan 5, 2024 once an internal QAQC technical review is complete.
2. Ardurra is working on development of preliminary design criteria, equipment sizing, and preliminary layout of the new membrane improvements. Ardurra will coordinate and schedule a progress meeting with CRWA in next few weeks to go over project progress.

Mr. John Kaufman
April 3, 2023
Project Status Update
Page 2 of 2

Actions Items:

A. Hays Caldwell WTP Improvements

1. Phase 1 GST –
 - a. Issue Recommendation of award.

B. Hays Caldwell WTP Membrane Replacement

1. Submit pilot protocol to TCEQ.
2. Schedule a progress meeting with CRWA.
3. Continue preliminary design.

Alliance Regional Water Authority Update for CRWA Board Meeting



Graham Moore
(January 2024)

Board Meeting Activities in November:

- Below are items that the Board took up at the November Board meeting:
 - Approved a change for additional material testing on Segment E related to HDD under Lake Dunlap.
 - Approved Amendment #2 to the Regional Water Supply Contract allowing for the use of Bond Anticipation Notes.
 - Approved ARWA moving forward with a BAN issuance in the amount of \$46 million with Wells Fargo Bank.

Board Meeting Activities in December:

- Below are items that the Board took up at the December Board meeting:
 - Authorized the issuance of Bond Anticipation Note Series 2023.
 - Approved Resolution authorizing intent to Reimburse ARWA for Phase 1B Costs from future Tax-Exempt obligations.

Phase 1B Program

- Water Treatment Plant – substantial completion is now set for April 2024 – but all electrical gear is now onsite; continued site work including paving; continued with internal and external conduit work; finishing interior of building; pressure testing finished water line.
- Booster Pump Station – substantial completion now set for February 2024; continuing on site work; continued pulling electrical wires to all devices; pressure testing yard water lines.
- Segment A – all pipe is laid and internal inspection are complete; currently filling and pressure testing the line; substantial completion is expected in January 2024.
- Segment B – all pipe is laid; correcting the few areas identified with over-compaction; substantial completion is expected in February 2024.
- Segment C – Currently bidding, anticipated receiving bids on January 15th.
- Segment D – 98% of the pipeline is installed by open-cut; microtunnel under San Marcos River is 42% complete, but is going slower than anticipated; currently anticipate substantial completion in late March 2024.
- Segment E – 12% of pipe is laid with 2 crews; the Guadalupe River Crossing via horizontal directional drilling is now scheduled to begin in mid-January, with the pipe welded and ready. Currently anticipate substantial completion in May 2024.
- Elevated Storage Tank – the bowl is projected to be raised in mid-January; substantial completion is anticipated in May 2024.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	FY2023 AUDIT	CRWA 24-01-004

INITIATED BY

JOAN WILKINSON

STAFF RECOMMENDATION

Accept and approve the FY2023 CRWA audit prepared by Armstong, Vaughn & Associates, P.C.

BACKGROUND INFORMATION

Armstong, Vaughn & Associates, P.C. performed an audit of the basic financial statements of Canyon Regional Water Authority for the fiscal year ending September 30, 2023. A copy of the audit report was mailed to each member of the Board of Trustees.

FINANCIAL IMPACT

There is no financial impact of this resolution.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-01-004

BE IT RESOLVED that the FY2023 CRWA Audit prepared by Armstrong, Vaughn & Associates, P.C. is accepted and approved.

Adopted this 8th day of January 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

CANYON REGIONAL WATER AUTHORITY
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 11,431,647
Receivables - Member Entities	3,612,688
<i>Total Current Assets</i>	<u>15,044,335</u>

Other Assets:

Long-term Receivables - Member Entities	3,174,611
Restricted Cash for Construction	21,224,962
Restricted Cash for Debt Service	5,525,087
<i>Total Other Assets</i>	<u>29,924,660</u>

<i>Capital Assets (net)</i>	<u>138,119,128</u>
TOTAL ASSETS	<u>183,088,123</u>

DEFERRED OUTFLOWS OF RESOURCES

Deferred Pension Related Outflows	276,953
Deferred Loss on Debt Refunding	111,397
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>388,350</u>

LIABILITIES

Current Liabilities:

Accounts Payable	837,057
Salaries Payable	81,657
Accrued Leave	82,913
Prepaid Member Assessments	4,811,128
Accrued Interest, Payable from Restricted Assets	558,646
Long-Term Debt - Current Portion	9,782,805
<i>Total Current Liabilities</i>	<u>16,154,206</u>

Long-term Liabilities:

Long-Term Debt (net of current portion)	97,993,083
Net Pension Liability	242,430
<i>Total Long-term Liabilities</i>	<u>98,235,513</u>
TOTAL LIABILITIES	<u>114,389,719</u>

NET POSITION

Net Investment in Capital Assets	50,192,311
Restricted, Expendable:	
Debt Service	4,966,441
Membrane Replacement	1,765,717
Unrestricted	12,162,285
TOTAL NET POSITION	<u>\$ 69,086,754</u>

See accompanying notes to basic financial statements.

CANYON REGIONAL WATER AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
BUDGET AND ACTUAL (BUDGETARY BASIS)
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Budget Amounts		Actual Results (Budgetary Basis)	Variance With Final Budget- Positive (Negative)
	Original	Final		
Operating Revenues:				
Water Sales	\$ 19,956,737	\$ 19,956,737	\$ 20,115,911	\$ 159,174
Miscellaneous Income	159,995	159,995	295,095	135,100
Total Operating Revenues	<u>20,116,732</u>	<u>20,116,732</u>	<u>20,411,006</u>	<u>294,274</u>
Operating Expenses:				
Water Purchases	6,645,340	6,645,340	5,774,918	870,422
Treatment Plant Operating Expenses	9,890,432	9,890,432	8,355,163	1,535,269
Salaries and Wages	1,692,868	1,692,868	1,641,244	51,624
Line Use and Transmission Costs	691,230	691,230	522,554	168,676
Employment Related Expenses	548,312	548,312	498,524	49,788
Professional Fees	648,550	648,550	666,983	(18,433)
Total Operating Expenses	<u>20,116,732</u>	<u>20,116,732</u>	<u>17,459,386</u>	<u>2,657,346</u>
Operating Income (Loss)	<u>-</u>	<u>-</u>	<u>2,951,620</u>	<u>2,951,620</u>
Non-Operating Revenues (Expenses)				
Member Entity Debt				
Reimbursements	12,766,256	12,766,256	12,765,468	(788)
Principal and Interest Payments	(12,766,256)	(12,766,256)	(12,618,356)	147,900
Total Non-Operating	<u>-</u>	<u>-</u>	<u>147,112</u>	<u>147,112</u>
Net Income	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,098,732</u>	<u>\$ 3,098,732</u>

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	WATER LINE EASEMENT	CRWA 24-01-005

INITIATED BY

DAVID McMULLEN / TREY WILSON

STAFF RECOMMENDATION

Ratification of a water line easement for the Flora Meadows Subdivision related to real property located near the intersection of IH 10 and Pfeil Rd. in Bexar County, Texas.

BACKGROUND INFORMATION

Resolution 23-10-067 authorized CRWA Staff and counsel to negotiate a water line easement related to real property located near the intersection of IH 10 and Pfeil Rd. in Bexar County, Texas, and authorized 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.

A copy of the unsigned easement document is attached.

FINANCIAL IMPACT

There is no financial impact of this resolution.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-01-005

BE IT RESOLVED that ratification of a water line easement for the Flora Meadows Subdivision related to real property located near the intersection of IH 10 and Pfeil Rd. in Bexar County, Texas is approved.

Adopted this 8th day of January 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

Project: _____
Parcel: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PERMANENT WATER LINE AND RIGHT-OF-WAY EASEMENT

[CANYON REGIONAL WATER AUTHORITY]

STATE OF TEXAS

§

§ **KNOW BY THESE PRESENTS:**

COUNTY OF BEXAR

§

That, **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership, whose address is 100 NE Loop 410, Suite 1155, San Antonio, Bexar County, Texas 78216, hereinafter referred to as "Grantor," whether one or more, for and in consideration in the amount of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor in hand paid by the **CANYON REGIONAL WATER AUTHORITY**, 850 Lakeside Pass, New Braunfels, Guadalupe County, Texas, has given, granted, sold, conveyed, and dedicated, and by these presents, does give, grant, sell, convey, and dedicate unto the **CANYON REGIONAL WATER AUTHORITY**, a regional water authority created by special act of the Texas Legislature pursuant to Article XVI, Section 59 of the Texas Constitution, for the use, benefit and control of the said **CANYON REGIONAL WATER AUTHORITY** herein referred to as "Grantee", and its successors an easement to install, construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, upgrade, add, remove and replace water lines and facilities, and appurtenances thereto (including without limitation a cathodic protection system, communication system, pipeline drain valve assemblies, air releases, vacuum valve assemblies, cut-off valves, and all other necessary or desirable above-ground and below-ground appurtenances), in, on, over, under and through the lands located in **BEXAR** County, Texas as follows:

A 0.7150 of an acre (31,147 square feet) tract of land situated in the Francisco Cardinas Survey Number 28, Abstract 128, partially within the City of San Antonio, Bexar County, Texas, and being out of a called 49.88 acre tract conveyed to AG EHC II (LEN) Multi State 1, LLC on May 22, 2022 as described on Document No. 2022109803 Official Public Records (O.P.R.) of the Bexar County Clerk, and being a portion of proposed Lot 901, Block 16, N.C.B. 182247 of Flora Meadows, a not yet recorded subdivision of Bexar County, Texas, and also being a portion of proposed Lot 901, Block 15, C.B. 5087 of Flora Meadows, a not yet recorded subdivision of Bexar County, Texas,

Project: _____
Parcel: _____

The said property being more particularly described and depicted in Exhibit "A" attached hereto and incorporated as if fully set-forth at length herein.

The areas described above and depicted in the exhibit(s) attached hereto are collectively referred to as the "Easement Area."

The grant, sale, conveyance, and dedication described herein shall be for Grantee's purpose of using said Easement Area for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of the water lines, facilities and appurtenances to be placed within the above described permanent Easement Area.

Grantor further grants, sells and conveys to Grantee the right of ingress and egress over said Easement Area and over Grantor's adjoining lands for the purpose of installing, constructing, reconstructing, realigning inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right to remove from said lands all trees, vegetation and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that (i) no building or structure of any kind will be placed on said Easement Area and that removal of any building or structure placed on said Easement Area shall be at Grantor's sole expense and (ii) Grantor will not change, or cause to be changed, the grade of the Easement Area, by fill or excavation, by more than two (2) feet without the prior written consent of Grantee, and that the removal and/or correction of such grade change made without Grantee's consent shall be at Grantor's sole expense.

Grantor hereby binds itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee agrees that it will remove from the Easement Area all surplus material associated with any of its work in the Easement Area and will, except for the presence of any at-grade and above ground facilities and appurtenances constructed by Grantee, cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements.

Anything to the contrary in this instrument notwithstanding, Grantee acknowledges and agrees that the consideration paid by Grantee to Grantor and described above shall constitute full and final compensation for the damages, if any, to Grantor's remaining property and for any and all damages to growing crops, pasturage, timber (trees or brush), which result from the exercise by Grantee of the rights herein granted, and no other damages, rights, or remedies shall be enforceable, collectible or available to Grantor, its heirs, legal representatives, successors, or assigns or parties claiming damages or loss by, through or under Grantor.

Project: _____

Parcel: _____

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned by formal action of the Board of Trustees of Grantee.

This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

EXECUTED and effective this _____ day of _____, 202__.

GRANTOR:

**LENNAR HOMES OF TEXAS LAND and
CONSTRUCTION, LTD.**

a Texas limited partnership

By:

Printed Name:

Title:

ACKNOWLEDGEMENT

STATE OF _____ §

§

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on this ____ day of December, 2023,
by, _____, in his/her capacity as the
_____ [Title] and authorized representative of **LENNAR
HOMES OF TEXAS LAND and CONSTRUCTION, LTD.**, on behalf of same.

Notary Public

State of _____

Project: _____
Parcel: _____

After recording return to:

Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130-8233

**DESCRIPTION FOR A
0.7150 OF AN ACRE TRACT
CANYON WATER AUTHORITY EASEMENT**

A **0.7150 of an acre** (31,147 square feet) tract of land situated in the Francisco Cardinas Survey Number 28, Abstract 128, partially within the city of San Antonio, Bexar County, Texas, and being out of a called 49.88 acre tract conveyed to AG EHC II (LEN) Multi State 1, LLC on May 22, 2022 as described in Document No. 2022109803 Official Public Records (O.P.R.), and being a portion of proposed Lot 901, Block 16, N.C.B. 182247 of Flora Meadows, not yet recorded, and also and being a portion of proposed Lot 901, Block 15, C.B. 5087 of Flora Meadows, not yet recorded said 0.7150 of an acre tract being more particularly described as follows;

COMMENCING at a TXDOT Type II Monument found for the most easterly corner of a cutback line at the intersection of Liberty Road and Pfeil Road and also being the most northerly corner of said proposed Lot 901, Block 16 and also being the northeasterly corner of a called 0.1915 acre tract of land conveyed to State of Texas, Texas Transportation Commission, TXDOT Parcel ID 1 (P00057594), as recorded in Document No. 20220072929, O.P.R.;

THENCE: S 61°26'16" E, along and with the southerly right-of-way line of Liberty Road (50' R.O.W.) as recorded in Volume 2222, Page 183 of the Deed and Plat Records (D.P.R.) of Bexar County, Texas, a distance of 36.92 feet to a calculated point;

THENCE: S 29°15'09" W, crossing a proposed 5' wide Liberty Road right-of-way dedication, a distance of 5.00 feet to a calculated point in the northerly line of said Flora Meadows, same being the northwesterly corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE: S 60°44'51" E, along and with the northeasterly line of said Flora Meadows, same being the southerly line of said proposed 5 foot wide Liberty Road right-of-way dedication and also being the northerly line of the tract described herein, a distance of **44.38 feet** to a calculated point for the northeasterly corner of the easement described herein;

THENCE: over and across said proposed Lot 901, Block 16 and Block 15 the following seven (7) courses:

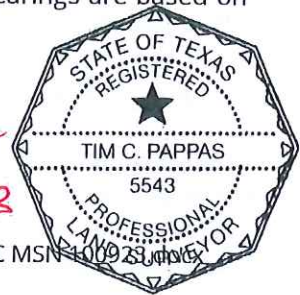
1. **S 76°43'15" W**, a distance of **218.49 feet** to a calculated point;
2. **S 29°22'23" W**, crossing at a distance of 432.70 feet, the northerly right-of-way line of proposed Bluebell Ridge (variable width right-of-way), continuing for a total distance of **807.95 feet** to a calculated point for the southeasterly corner of the easement described herein;
3. **N 60°37'37" W**, a distance of **45.00 feet** to a calculated point for the southwesterly corner of the easement described herein, from which a ½" iron rod with a plastic cap stamped "D MC CARY SATX" found in the easterly right-of-way line of Pfeil Road (Variable With R.O.W) and also being the southwesterly corner of said called 49.88 acre tract bears S 57°59'17" W, a distance of 77.26 feet;
4. **N 29°22'23" E**, a distance of **30.00 feet** to a calculated point;

5. **S 60°37'37" E**, a distance of **15.00 feet** to a calculated point;
6. **N 29°22'23" E**, crossing at a distance of 289.44 feet, the southerly right-of-way line of proposed Bluebell Ridge (variable width right-of-way), continuing for a total distance of **791.10 feet** to a calculated point;
7. **N 76°43'15" E**, a distance of **198.94 feet** to the **POINT OF BEGINNING** and containing **0.7150** of an acre of land, or 31,147 square feet of land more or less, situated partially in the City of San Antonio, Bexar County, Texas and being described in accordance with a survey prepared by Colliers Engineering and Design, TBPELS Firm Number 10194550. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 21-065
Prepared by: Colliers Engineering & Design
Date: July 27, 2023 File:

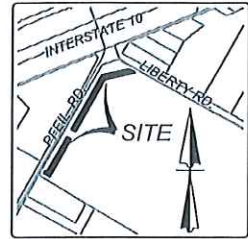
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[Handwritten Signature]
9 OCT 2023

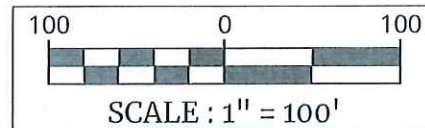
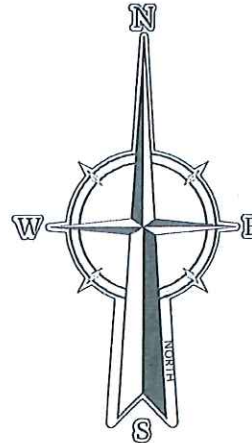


NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SAN ANTONIO AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.
5. ALL NOTES, CERTIFICATES, SCALE, NORTH ARROW, LINE TABLE, AND LEGENDS APPLY TO ALL SHEETS.



LOCATION MAP
NOT-TO-SCALE



Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)

- ☒ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
MON MONUMENT TYPE I OR TYPE II AS NOTED
- CALCULATED POINT
- FOUND IRON OR AS NOTED

EASEMENT LEGEND

1	14' ELECTRIC, GAS, TELEPHONE, & CABLE T.V. EASEMENT
2	VARIABLE WIDTH EASEMENT TO CANYON REGIONAL WATER AUTHORITY VOLUME 10234, PAGE 1856, O.P.R.
3	PROPOSED 5' WIDE LIBERTY RD R.O.W. DEDICATION
4	STATE OF TEXAS TEXAS TRANSPORTATION COMMISSION CALLED 0.1915 ACRE TXDOT PARCEL ID 1 (P00057594) DOC. NO. 20220072929, O.P.R. RECORDED 03/23/2022
5	1.445 ACRE VARIABLE WIDTH PERMANENT ELECTRIC AND GAS LINES EASEMENT DOC. NO. 20210207710
6	15' EAST CENTRAL WATER SUPPLY CORP. EASEMENT VOLUME 7941, PAGE 531, O.P.R.

Line Table		
LINE #	LENGTH	DIRECTION
L1	44.38'	S60°44'51"E
L2	45.00'	N60°37'37"W
L3	30.00'	N29°22'23"E
L4	15.00'	S60°37'37"E

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543
EMAIL: TIM.PAPPAS@COLLIERSENG.COM
DATE OF SURVEY: 07/28/2023
REV 01 DATE: 10/09/2023
PROJECT NO.: 23001090A



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& Design

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Formerly Known as **KFW**

FOR
CANYON REGIONAL
WATER AUTHORITY
EASEMENT

SAN ANTONIO, BEXAR
COUNTY, TEXAS



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Engineering
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SAN ANTONIO (KFW)
3421 Paces
Parkway
San Antonio, TX 78231
Phone: 210.973.8444
COLLIERS ENGINEERING & DESIGN, INC.
10115 FIVE FIDELITY
DALLAS, TX 75243

REPORT TITLE

SCALE: AS SHOWN DATE: 10/09/2023 DRAWN BY: MSN CHECKED BY: TCP

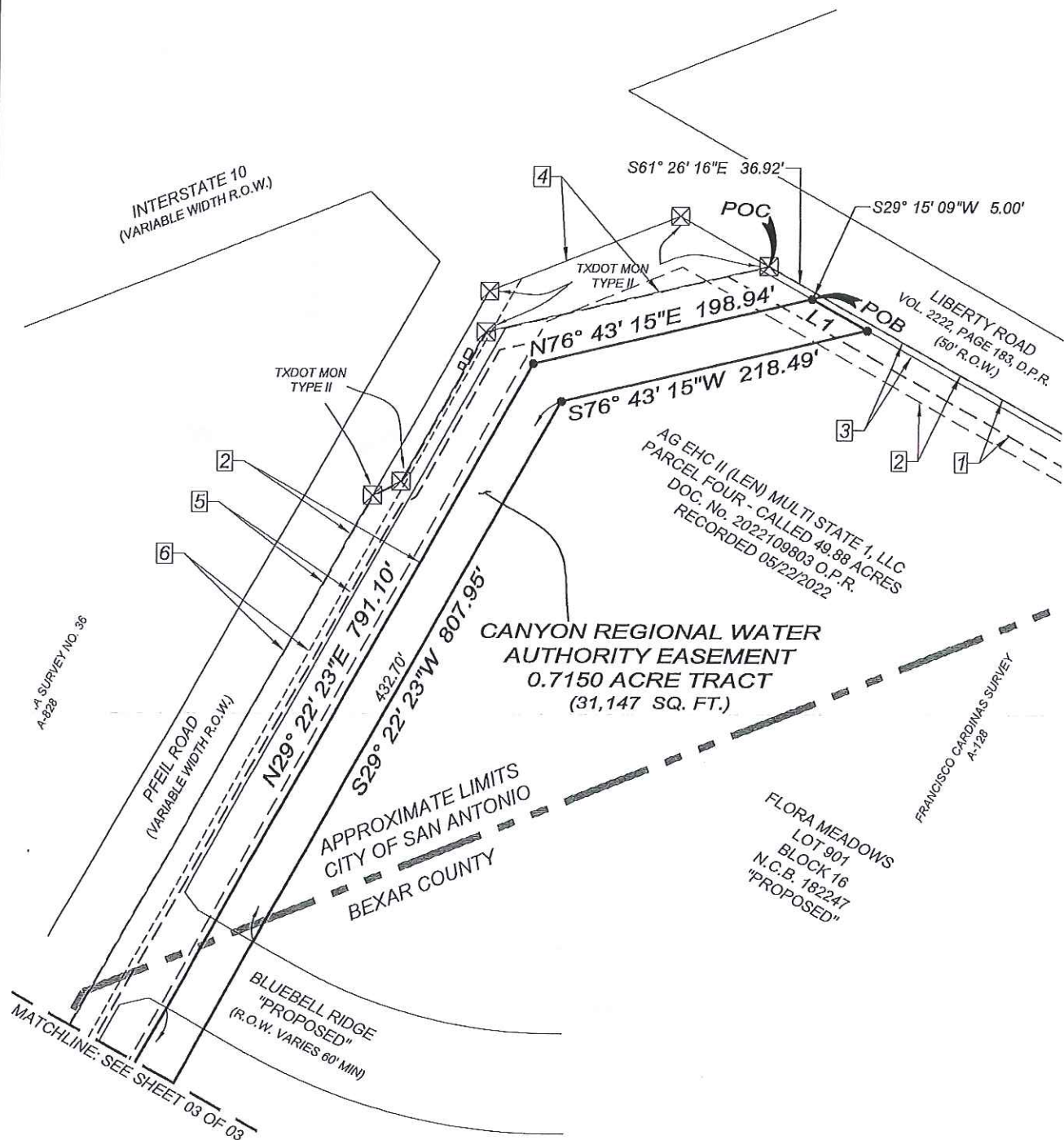
PROJECT NUMBER: 21-055 SHEET TITLE: CANYON REGIONAL MEADOWS-CANYON WATER

SHEET NUMBER: FIELD BOOK: XX PAGE: XX

SHEET TITLE

SHEET NUMBER:

01 of 03



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FOR
CANYON REGIONAL
WATER AUTHORITY
EASEMENT

SAN ANTONIO, BEXAR
COUNTY, TEXAS



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3421 Passanos
Parkway
San Antonio, TX 78231
Phone: 210.579.8444
COLLIERS ENGINEERING & DESIGN, P.C.
1801 FARM ROAD
BELL COUNTY, TEXAS 76705

REPORT
TITLE

SCALE	DATE	DRAWN BY	CHECKED BY
AS SHOWN	10/09/2023	M/S	TCP
PROJECT NUMBER	21-055		
CANYON REGIONAL MEADOWS CANYON WATER			

SHEET TITLE FIELD BOOK XX PAGE XX

SHEET TITLE

SHEET NUMBER:

02 of 03



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(U) (S) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

FOR
CANYON REGIONAL
WATER AUTHORITY
EASEMENT EXHIBIT

BEXAR COUNTY, TEXAS



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ANY PERSON PREPARING TO
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SAN ANTONIO (KPM)
3471 PASSENGER

Colliers

Engineering Phone: 210.979.8444

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TEFLS Form 10/2455-1

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

EASEMENT EXHIBIT

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	10/09/2023	MSN	TCP

PROJECT NUMBER: 21-055	21-055-0101 MEADOWS CANYON WATER
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SHEET TITLE: FIELD BOOK:XX PAGE:XX

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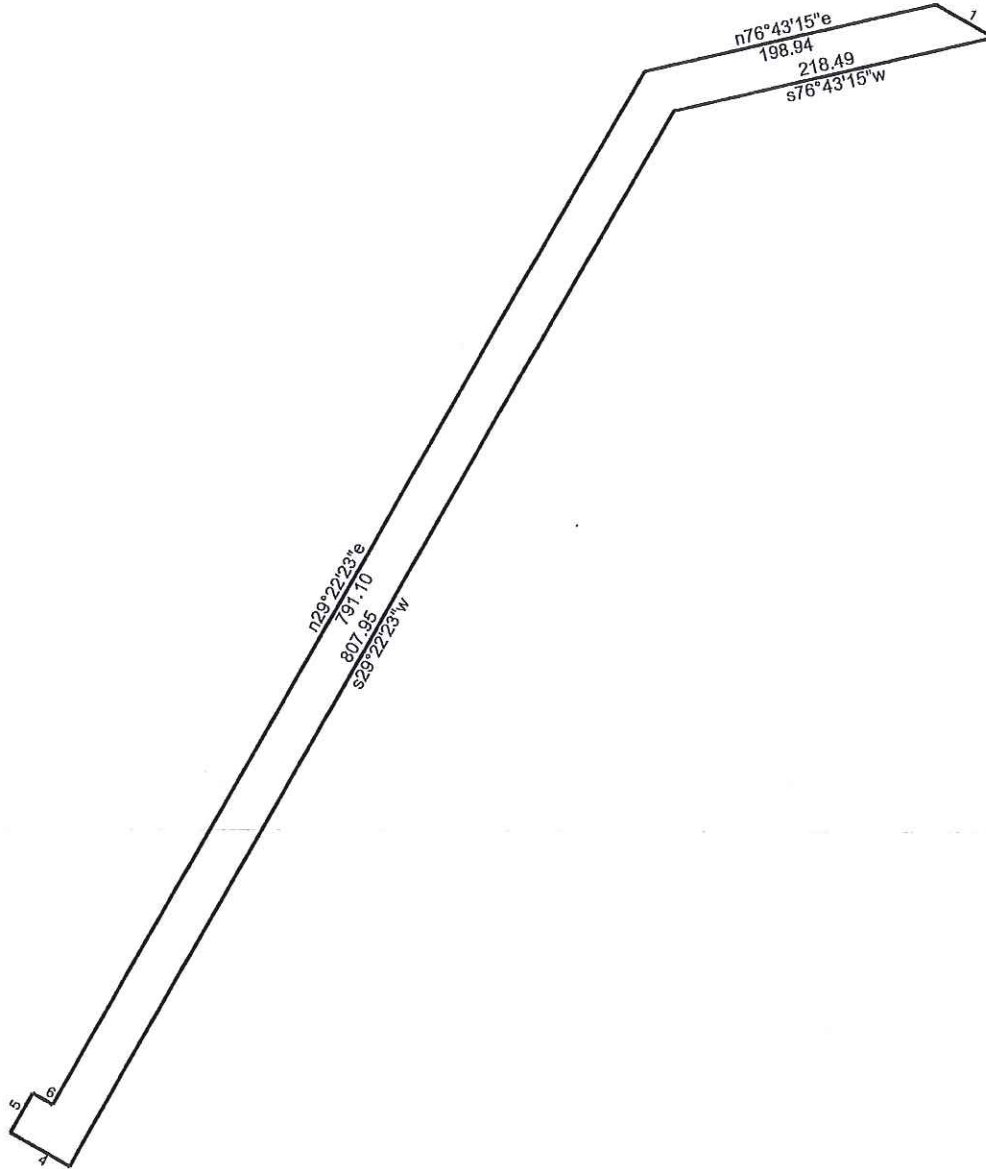
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SHEET NUMBER: 03 of 03

03 of 03

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044



10/9/2023

Scale: 1 inch= 123 feet

File: 0.7150 AC.ndp

Tract 1: 0.7150 Acres (31147 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/564991), Perimeter=2151 ft.

01 s60.4451e 44.38
02 s76.4315w 218.49
03 s29.2223w 807.95
04 n60.3737w 45
05 n29.2233e 30
06 s60.3737e 15
07 n29.2223e 791.10

08 n76.4315e 198.94

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	GENERAL MANAGER	CRWA 24-01-006

INITIATED BY

TIMOTHY FOUSSE

STAFF RECOMMENDATION

Ratification of CRWA President, Timothy Fousse's, execution of that certain "Executive Separation and Release Agreement" by and between CRWA and John M. Kaufman, and approving all terms and conditions of such Agreement, including separation date of January 12, 2024.

BACKGROUND INFORMATION

An Executive Separation and Release Agreement ("Agreement") was negotiated between President, Timothy Fousse and John M. Kaufman as directed by the Board of Trustees. A copy of the Agreement is attached. In the interest of time, President Fousse has executed the Agreement on behalf of CRWA, and seeks ratification of such action, together with approval of all terms and conditions contained in the Agreement, by the Board of Trustees.

FINANCIAL IMPACT

The financial impact of this resolution is as stated in the Executive Separation and Release Agreement.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-01-006

BE IT RESOLVED that CRWA President, Timothy Fousse's, execution of that certain "Executive Separation and Release Agreement" by and between CRWA and John M. Kaufman, is hereby RATIFIED and the Board of Trustees hereby approves all terms and conditions of such Agreement, including separation date of January 12, 2024.

Adopted this 8th day of January 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

**EXECUTIVE SEPARATION AND RELEASE AGREEMENT
BY AND BETWEEN
CANYON REGIONAL WATER AUTHORITY
AND
JOHN M. KAUFMAN**

This Executive Separation and Release Agreement ("**Separation Agreement**") is entered into by and between Canyon Regional Water Authority ("**CRWA**") and John M. Kaufman (the "**Executive**") for purposes of memorializing their agreement concerning the terms and conditions under which the Executive's employment with CRWA will end. CRWA and Executive are each individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, CRWA employed Executive as its General Manager on or about May 1, 2022, pursuant to that certain Employment Agreement dated April 4, 2022 (the "**Employment Agreement**"); and

WHEREAS, on December 6, 2023, Employee tendered his notice of retirement to the President of CRWA's Board of Trustees, and on December 11, 2023, the CRWA Board of Trustees accepted such notice of retirement at an open meeting; and

WHEREAS, all capitalized terms in this Separation Agreement shall have the meanings ascribed to those terms under the Employment Agreement, except as otherwise provided herein; and



WHEREAS, the numbered paragraphs in this Separation Agreement shall be referred to herein as "**Paragraphs**" to distinguish them from the sections of the Employment Agreement;

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

AGREEMENT

CRWA and Executive hereby agree as follows:

1. **Separation Date.** Pursuant to Section 7 of the Employment Agreement, the Parties hereby mutually agree that the Executive's employment with CRWA and the Term of Employment (as set-forth in Section 4 of the Employment Agreement) are both ended effective as of January 12, 2024 (the "**Separation Date**"). Between the effective date (as defined in Paragraph 20 below) of this Separation Agreement and the Separation Date, Executive shall continue to diligently perform the duties of General Manager as set-forth in the Employment Agreement, and shall maintain regular office hours commensurate with the position of General Manager of CRWA.

Employee:  CRWA: 

2. **Return of CRWA Property.** On or before the Separation Date, the Executive shall return to CRWA any and all property owned or leased by CRWA which is in Executive's possession or control (including, but not limited to, documents or other CRWA records, access cards, keys, mobile phones, iPads and other electronic devices, credit cards, gas cards, computers, or any other equipment). If Executive fails to timely return CRWA property in his possession or control by the Separation Date, CRWA may withhold any and all payments under this Separation Agreement until all such property is returned. Executive further agrees to submit all requests for reimbursement of expenses and/or outstanding expenses on CRWA credit accounts on or before the Separation Date. Executive further agrees that following the Separation Date, he shall have no access to any CRWA-owned data, files, electronic mail accounts or other property.

3. **Payment to Executive.** As consideration for Executive's entry into this Separation Agreement and covenants herein made, and strictly conditioned upon (a) CRWA's receipt of this Separation Agreement fully executed by Executive and (b) the expiration of the revocation period defined in Paragraph 18, below, CRWA agrees to (i) pay to Executive in a lump sum as severance pay the gross amount of forty-seven thousand two hundred ten and 61/100 dollars (\$47,210.61) (the "**Separation Payment**"); (ii) pay to Executive in a lump sum the gross amount of thirteen thousand six hundred ninety-eight and 34/100 dollars (\$13,698.34) representing the cash equivalent of Executive's unused paid time (the "**PTO Payment**"); and (iii) make the employer's contribution to the Texas County and District Retirement System. The Separation Payment and PTO Payment shall be payable to Executive on the Separation Date first written above. Notwithstanding the foregoing or any other provision of this Separation Agreement to the contrary, no severance benefits shall be made nor benefits extended to Executive unless and until this Separation Agreement has been fully executed by the Parties and the revocation period defined in Paragraph 18, below, has expired. CRWA shall not pay any additional sums or provide any additional benefits to Executive after the Separation Date except for those expressly provided in this Paragraph. 2024 (P)

4. **Repayment of Disallowed Amounts.** If, prior to January 10, ~~2013~~²⁰²⁴, review by CRWA or its agents, consultants or auditors of Executive's expenditures results in any specific finding that Executive made charges on his CRWA credit card or received reimbursements from CRWA for expenses that are not allowable under applicable CRWA Policy (the "**Disallowed Amounts**"), Executive agrees that on or before April 12, 2024, he will repay to CRWA any such charges and reimbursements, subject to the following terms and conditions: (i) all of the Disallowed Amounts must be presented to Executive by CRWA at one time in a single document (the "**Audit Report**"); (ii) each of the Disallowed Amounts must include written explanation of why such charge or reimbursement is not allowable; and (iii) should Executive disagree with any of the items listed in the Audit Report, he shall submit a written rebuttal for consideration. It is agreed that, disputes over Disallowed Amounts shall be determined by the President of CRWA's Board of Trustees, who shall have sole discretion to determine with finality and binding effect the amount, if any, due from Executive as Disallowed Amounts.

5. **No Further Compensation.** Upon the Separation Date, CRWA's obligation to make salary payments to the Executive shall cease; provided, however, that Executive shall be entitled to receive payment of the Separation Payment and the PTO Payment, which payments Executive acknowledges to be fair and reasonable. Furthermore, in consideration of the Separation Payment, PTO Payment and the other consideration described herein, Executive acknowledges that he is not expecting to receive nor is he entitled to receive any additional, bonus or discretionary payments.

6. **Release of Claims.** In consideration of the promises contained in this Separation Agreement, including, without limitation, those set forth in Paragraph 3, above, the sufficiency of which Executive acknowledges, Executive hereby RELEASES, ACQUITS and forever DISCHARGES CRWA, and CRWA's past, present, and future trustees, members, officers, employees, agents, attorneys, employee benefit plans (including plan fiduciaries, trustees, and administrators), insurers, and all other persons, natural or corporate, in privity with any of them, from any and all claims, demands, damages, and causes of action of whatever nature, whether at common law, under statute, in contract, tort, or otherwise, which Executive may now have or may have had, whether known or unknown, that are related to, arising out of, resulting from, or in connection with, directly or indirectly, Executive's employment relationship with CRWA or the termination thereof. The release set forth in this Paragraph is intended to be comprehensive and shall operate as a full and complete release of any of Executive's claims, suits and demands under and including without limitation (as such laws are amended from time to time): any claim under the Civil Rights Act of 1866, the Civil Rights Act of 1871, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Americans with Disabilities Act Amendments Act of 2008, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, Executive Order 11246, the Family and Medical Leave Act of 1993, the Equal Pay Act, Chapter 451 of the Texas Labor Code related to the Texas Workers' Compensation Act, the Texas Payday Law, Chapter 21 of the Texas Labor Code, any tort, constitutional, contract, or other statutory claim, and any claims directly or indirectly related to Executive's employment with CRWA, including without limitation, Executive's treatment during his term of employment, and/or his termination from employment with CRWA. Executive further warrants that he (a) has been paid by CRWA for all hours worked, (b) is not due any regular or overtime wages that have not already been paid by CRWA, and (c) is unaware of any work injuries sustained for which he has not already filed a workers' compensation claim.

7. **Withholding.** It is understood and agreed by Executive that there shall be deducted and withheld from the Separation Payment and PTO Payment described in Paragraph 3, above, any and all amounts authorized or secured by applicable state or federal law, including without limitation taxes, as well as any and all deductions

Employee:  CRWA: 

previously authorized by Executive, as allowed or as required by law.

8. **No Admission of Wrongdoing.** The Parties understand that the terms of this Separation Agreement are contractual and that the promises herein and all consideration transferred hereunder are for purposes of achieving a full and final settlement of all payments and potential claims related to Executive's employment by CRWA. No promises or payments made, nor releases granted nor other consideration described herein shall be construed as an admission by either Party of any wrongdoing or liability, all liability and wrongdoing being expressly denied. The Parties agree that neither this Separation Agreement, the PTO Payment nor any part of the Employment Agreement may be used in any future proceeding as evidence of liability, discrimination, or other wrongdoing.

9. **Non-solicitation of CRWA Employees.** For a period of two (2) years following the Separation Date, Executive agrees not to participate in, or assist any third party in, recruiting or hiring away any CRWA Employees, or encourage or induce any CRWA Employees to terminate their employment with CRWA. For purposes of this Agreement, the term "**CRWA Employees**" shall mean and refer to current employees of CRWA and persons who are not employed by CRWA at the time of the attempted recruiting or hiring, but were employed by CRWA at any time during the six (6) months prior to the time of attempted recruiting or hiring.

10. **Mutual Non-Disparagement.** Executive agrees that he will not make, publish or otherwise transmit any disparaging, defamatory or libelous statements, whether written or oral, regarding CRWA or its Trustees, executives, employees, customers, consultants, advisors, services, business or business practices. CRWA shall cause its President to instruct its Trustees, staff, consultants and employees of its member entities not to make any disparaging or defamatory statements, whether written or verbal, regarding the Executive. A violation or threatened violation of this Paragraph may be enjoined by court order; provided, however that nothing in this Paragraph restricts or prevents any person from providing truthful testimony as required by valid order of a court or other legal process. Nor is this Paragraph intended to interfere with the rights any person may have to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity, or to make other disclosures that are protected under the whistleblower provisions of federal or state law.

11. **Indemnification**

(a) Subject to the terms and conditions stated in this Paragraph 11, CRWA agrees to indemnify and hold harmless Executive from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses which may be claimed against Executive by any person or entity by reason of or in connection with (i) the performance of Executive's duties as General Manager of CRWA; (ii) acts or omissions of Executive that occurred prior to the Separation Date and which such acts and omissions occurred or arose in connection with the course and scope of Executive's employment with CRWA; or (iii) the fact that Executive is or was an employee of CRWA; provided that CRWA shall not be required to indemnify Executive for any claims, damages, losses, liabilities, costs or expenses to the extent caused by illegal act or willful misconduct of Executive.

(b) The right to indemnification conferred hereunder shall include the right of Executive to a defense by counsel of CRWA's selection (which may be CRWA's counsel jointly representing Executive) and payment by CRWA of reasonable expenses in the event that Executive is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding, whether civil, administrative, arbitrative or investigative (each a "**Proceeding**"). In the event CRWA elects not to provide counsel for Executive, the selection of independent counsel for Executive and such counsel's billings and expenses are subject to prior written approval by CRWA, which such approval CRWA may reasonably withhold.

(c) No expenses for which indemnity shall be sought under this Agreement, other than those in respect of judgments and verdicts actually rendered, shall be incurred by Executive without the prior written consent of CRWA. Further, CRWA shall not be liable to indemnify Executive under this Agreement for any amounts paid in settlement of any Proceeding without the prior written consent of CRWA. Anything to the contrary herein notwithstanding, CRWA shall not be obligated to indemnify Executive or otherwise pay or reimburse any expense incurred in connection with a Proceeding unless: (i) Executive furnishes to CRWA written notice within three (3) days after Executive becomes aware that he has been named as a party in a Proceeding and delivers to CRWA all such notices, summons, citations and other documents related to the Proceeding; (ii) Executive complies with any and all reasonable requests for information from CRWA's legal counsel and Board of Trustees during the pendency of the Proceeding for which indemnity is sought; and (iii) at all times during the pendency of the Proceeding for which indemnity is sought, Executive reasonably cooperates with CRWA and its counsel in defense of the Proceeding, including without limitation by submitting to a reasonably requested examination under oath, assisting in the preparation of discovery responses, producing to CRWA documents and records requested by CRWA, sharing information applicable to the Proceeding, and preserving applicable privileges and common interests.

(d) It is further agreed by the Parties CRWA may, but shall not be obligated to, pay for the settlement or compromise of a claim or Proceeding against Executive at any time, provided the Board of Trustees of CRWA determines that (i) the alleged conduct giving rise to the claim falls within the scope of CRWA's indemnification obligation hereunder; and (ii) such settlement or compromise is in the best interest of CRWA.

12. **Governing Law and Venue; Mandatory Pre-suit Mediation.** THE EXECUTION, VALIDITY, INTERPRETATION, AND PERFORMANCE OF THIS SEPARATION AGREEMENT SHALL BE DETERMINED AND GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICTS OF LAW PRINCIPLES. JURISDICTION AND VENUE FOR ANY DISPUTE BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS SEPARATION AGREEMENT SHALL LIE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN GUADALUPE COUNTY, TEXAS. Executive and CRWA agree that in the event of a dispute concerning the interpretation or enforcement of this Separation Agreement, the Parties shall, *prior and as a condition precedent* to commencing any lawsuit or administrative proceeding, participate in non-binding mediation for purposes

Employee: *RD* CRWA: *CRW*

of attempting to resolve such dispute without resort to litigation or administrative complaint. The mediator shall be agreed upon by the Parties and shall be a licensed Texas attorney with principal offices in Guadalupe, Bexar or Comal County, Texas. The Parties shall equally divide the mediator's fee. Anything to the contrary in this Paragraph notwithstanding, the pre-suit mediation requirement shall be inapplicable to a Party's request for injunctive relief arising from another Party's breach of its obligation of Non-Disparagement as set-forth in Paragraph 10, above.

13. **Cooperation in Legal and Administrative Proceedings.** Irrespective of whether Executive is a defendant or respondent to a Proceeding, Executive agrees that for a period of four (4) years following the Separation Date, he will assist and cooperate with CRWA, including its legal counsel, in connection with the defense or prosecution of any claims, suits or demands that may be made by or against CRWA, or in connection with any ongoing or future investigation or dispute or claim of any kind involving CRWA, including any proceeding before any administrative, judicial, legislative, or other body or agency, including testifying in any proceeding to the extent such claims, investigations or proceedings relate to services performed by Executive or knowledge possessed by Executive. This cooperation shall include but is not limited to CRWA's pending disputes with Nanostone Water concerning membranes at the Lake Dunlap Water Treatment Plant and CRWA's claims against Trihydro Corporation related to the design of the electrical components of the generator replacement project for the Wells Ranch II groundwater project. CRWA will reimburse Executive for all reasonable out-of-pocket expenses authorized by CRWA before being incurred in connection with the cooperation described in this Paragraph.

14. **Independent Contractor Advisory Services.** For the period commencing on the Separation Date and ending on May 12, 2024 (such period being the "**Advisory Period**"), Executive shall, at the CRWA's reasonable request, provide advisory services to CRWA that are expressly directed or requested by the President of the Board of Trustees or the successor or interim General Manager of CRWA (the "**Advisory Services**"). The Parties acknowledge and agree that, following the Separation Date, (i) Executive's performance of the Advisory Services are those of an independent contractor and not an employee of CRWA, and that the manner and means of Executive's provision of the Advisory Services will be under Executive's direction and control, (ii) Executive shall have no authority to bind CRWA or assume any obligations or liabilities of any nature for or on behalf of CRWA, and (iii) Executive will not have, and will not represent to third parties as having actual or apparent power or authority to do or take any action for or on behalf of CRWA as its agent or representative.

15. **Entire Agreement.** The preceding Paragraphs of this Separation Agreement recite the sole consideration for this Separation Agreement, and this Separation Agreement represents the complete agreement between CRWA and Executive concerning the subject matter hereof, superseding all prior agreements, promises, inducements, or understandings, between the Parties, whether written, oral, or implied.

Employee:  CRWA: 

16. **Modification.** No attempted modification or amendment of any provision of this Separation Agreement shall be binding on either Party unless set forth in writing and signed by both Parties and approved by CRWA's Board of Trustees at a public meeting.

17. **Severability.** Each of the Paragraphs and provisions contained in this Separation Agreement shall be enforceable and independent of every other Paragraph or provision in this Separation Agreement, and the invalidity or non-enforceability of any one Paragraph or provision shall not invalidate or render unenforceable any other Paragraph or provision contained in this Separation Agreement. For the avoidance of doubt, the invalidity or unenforceability of any one provision in a Paragraph shall not invalidate or render unenforceable the remaining provisions of that Paragraph.

18. **Executive Acknowledgements.** A person who is 40 years of age or older has special rights under the federal Age Discrimination in Employment Act of 1967, as amended (ADEA). Executive is notified that by signing this Separation Agreement, he is giving up his rights under the ADEA that protect him against age discrimination in employment, if the age discrimination arose before he signed this Separation Agreement. Executive acknowledges that he received a copy of this Separation Agreement signed on behalf of CRWA before the Separation Date and that he has a period of twenty-one (21) days following the date on which this Separation Agreement is delivered to Executive ("**Review Period**") during which to consider this Separation Agreement. Executive understands that he may use as much or as little of the review period as he wishes before executing this Separation Agreement. EXECUTIVE FURTHER UNDERSTANDS THAT THIS SEPARATION AGREEMENT WILL NOT BECOME A BINDING AGREEMENT UNLESS HE SIGNS AND DELIVERS IT TO CRWA BEFORE THE EXPIRATION OF THE REVIEW PERIOD, BUT HE IS NOT REQUIRED TO DO SO. For a period of seven (7) days following the date of his execution of this Separation Agreement ("**Revocation Period**"), Executive may revoke his signature of this Separation Agreement, in which case the severance provisions and releases of claims hereunder shall be of no effect for purposes of this Separation Agreement or the Employment Agreement. To revoke Executive's signature of this Separation Agreement, Executive must deliver written notice of such revocation to the President of CRWA's Board of Trustees prior to the expiration of the Revocation Period. If Executive (i) fails to sign and deliver this Separation Agreement to CRWA before the expiration of the Review Period, or (ii) revokes his signature of this Separation Agreement prior to the expiration of the Revocation Period, then CRWA's offer of settlement and compromise evidenced by the terms of this Separation Agreement shall automatically be withdrawn and be of no further effect for purposes of this Separation Agreement or the Employment Agreement.

BY HIS SIGNATURE TO THIS SEPARATION AGREEMENT, EXECUTIVE WARRANTS AND VERIFIES THAT HE (A) HAS READ, FULLY UNDERSTANDS, ACCEPTS, AND AGREES TO THIS SEPARATION AGREEMENT, (B) UNDERSTANDS THAT THE TERMS OF THIS SEPARATION AGREEMENT INCLUDE A SETTLEMENT AND RELEASE OF ALL CLAIMS KNOWN OR UNKNOWN, PAST OR PRESENT, THAT HE

Employee: [Signature] CRWA: [Signature]

HAS OR MAY HAVE AGAINST ANY PARTY RELEASED HEREUNDER ARISING OUT OF HIS EMPLOYMENT WITH CRWA, AND (C) HAS ENTERED INTO THIS SEPARATION AGREEMENT KNOWINGLY AND VOLUNTARILY AND OF HIS OWN FREE WILL, JUDGMENT, AND ACCORD AND NOT AS A RESULT OF COERCION, DURESS, OR UNDUE INFLUENCE. EXECUTIVE FURTHER ACKNOWLEDGES THAT HE IS NOT RELYING UPON ANY REPRESENTATION, LEGAL OR OTHERWISE, BY ANY REPRESENTATIVE, EXECUTIVE, OFFICER, ATTORNEY OR AGENT OF CRWA CONCERNING THE TERMS OF THIS SEPARATION AGREEMENT UNLESS EXPRESSLY CONTAINED HEREIN.

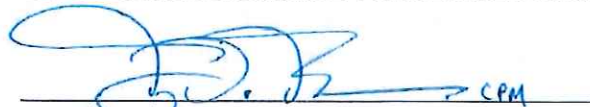
EXECUTIVE ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY CRWA TO REVIEW THIS SEPARATION AGREEMENT WITH AN ATTORNEY OF HIS CHOOSING PRIOR TO SIGNING.

19. **Binding Effect.** This Separation Agreement constitutes a legally valid, enforceable agreement and shall be binding upon and inure to the benefit of (a) CRWA and its successors and assigns, and (b) Executive and his heirs, legal representatives, successors, and assigns. There are no third party beneficiaries of this Separation Agreement.

20. **Effective Date.** This Separation Agreement will become effective, enforceable and irrevocable on the eighth (8th) day after the date on which it is executed by the Executive (the "**Effective Date**"), if it has not been revoked by the Executive in writing before then.

IN WITNESS HEREOF, each Party has executed and delivered this Separation Agreement on the date written after such Party's signature below, but with intent that it be effective for all purposes as of the Effective Date.

CANYON REGIONAL WATER AUTHORITY:



By: Timothy D. Fousse, C.P.M.
President, Board of Trustees

Executed on January 4, 2024

EXECUTIVE:



By: John M. Kaufman
Executed on January 4, 2024

Employee:  CRWA: 

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	INTERIM GENERAL MANAGER	CRWA 24-01-007

INITIATED BY

TIMOTHY FOUSSE

STAFF RECOMMENDATION

Ratification of CRWA President, Timothy Fousse's, execution of that certain "Consultant Agreement for Interim General Manager Services" by and between CRWA and Randolph "Randy" M. Schwenn, and approving all terms and conditions of such Agreement, including effective date of January 2, 2024.

BACKGROUND INFORMATION

A Consultant Agreement for Interim General Manager Services ("Agreement") was negotiated between President, Timothy Fousse and Randolph "Randy" Schwenn as directed by the Board of Trustees. A copy of the Agreement is attached. In the interest of time, President Fousse has executed the Agreement on behalf of CRWA, and seeks ratification of such action, together with approval of all terms and conditions contained in the Agreement, by the Board of Trustees.

FINANCIAL IMPACT

The financial impact of this resolution is as stated in the Agreement.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-01-007

BE IT RESOLVED that CRWA President, Timothy Fousse's, execution of that certain "Consultant Agreement for Interim General Manager Services" by and between CRWA and Randolph "Randy" M. Schwenn, is hereby RATIFIED and the Board of Trustees hereby approves all terms and conditions of such Agreement, including effective date of January 2, 2024.

Adopted this 8th day of January 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

CONSULTANT AGREEMENT FOR INTERIM GENERAL MANAGER SERVICES

This Consultant Agreement for Interim General Manager Services (this "Agreement") is made by and between **Canyon Regional Water Authority**, (the "District"), and **Randolph "Randy" M. Schwenn** ("Consultant"). The District and Consultant are collectively referred to as the "Parties," and each a "Party."

The Parties, intending to be legally bound, agree as follows:

1. **Services.** The Parties agree that Consultant shall provide to the District services as Interim General Manager whose duties shall involve generally overseeing the operations, management, business, finances and functions of the District on a day-to-day basis for thirty five (35) hours per calendar week. A more complete description of the services to be rendered by Consultant (the "Services") is set-forth in "Exhibit A" attached hereto, which is incorporated in this Agreement as if fully set-forth at length herein. Consultant shall conduct himself at all times in accordance with any and all policies of the District, and will report to, and be subject to and serve at the direction of the District's Board of Trustees. In addition, Consultant agrees to make himself reasonably available to respond to telephone or email inquiries from the District's employees, consultants and Trustees.
2. **Independent Contractor.** It is agreed that Consultant shall, at all times material hereto be an independent contractor and shall not be an employee of the District. The District will not withhold any amounts for taxes, FICA, unemployment compensation, worker's compensation or other purposes from the payments made to Consultant under this Agreement. Nothing herein shall be construed to create an employer-employee relationship, and any such relationship is hereby disclaimed and denied by the Parties. The District will remit to Consultant a form
3. **Term.** This Agreement will be effective as of January 2, 2024 (the "Effective Date") and, unless earlier terminated in accordance with Paragraph 9, will continue until July 2, 2024. This Agreement may be extended by written agreement of the Parties, with the District's consent to any such extension occurring upon a vote of the majority of the District's Board of Trustees, conducted in accordance with the Texas Open Meetings Act.
4. **Compensation.** The District will compensate Consultant for all services provided hereunder, as follows:
 - A. An hourly rate of \$75.00 per hour for all time spent by Consultant pursuant to this Agreement. Consultant's time shall be kept, maintained and billed in increments of quarters of an hour, with the minimum entry for any task performed to be 1/4 (or 0.25) hour.
 - B. Reimbursement of actual expenses incurred by Consultant directly related

to Consultant's performance under and pursuant to this Agreement. Consultant's invoice for expenses shall be supported by appropriate receipts.

- C. Reimbursement (at the prevailing IRS rate for business travel) for all mileage driven by Consultant in a personal vehicle and which is directly related to Consultant's performance under and pursuant to this Agreement.
 - D. Consultant will, at the District's sole expense, be supplied with a mobile telephone and laptop computer for use during all times that this Agreement is in effect. All such equipment shall remain the property of the District and be returned to the District on or prior to the date that this Agreement ends.
 - E. The District shall directly pay or reimburse (if paid by Consultant) all costs of education, training or other certifications reasonably required of the Consultant, or which are otherwise necessary for Consultant to perform the Services hereunder.
 - F. The District shall directly pay or reimburse (if paid by Consultant) the premium for a policy of errors and omissions and/or professional liability insurance that covers claims, suits, and demands that may be asserted against Consultant in connection with or arising from the Services.
5. **Payment.** Consultant shall, on or before the 30th day of each calendar month, remit to the District a written Invoice reflecting all services performed in the preceding billing period. Each such Invoice will reflect: the total time expended during the billing period, the applicable hourly rate, and a total amount due. Amounts due will be calculated by multiplying total time expended in performing the Services by the applicable hourly rate, as set-forth in Paragraph 3(A). Within five (5) business days after receiving Consultant's final Invoice (at the time this Agreement ends), the District will remit payment upon such Invoice to Consultant; provided that Consultant has returned all of the District's personal property and equipment. Consultant shall supply the District with a form IRS W9 on the Effective Date of this Agreement.
6. **Location of Services to Be Provided.** During the term of this Agreement, Consultant will devote his working time, energy and skills to performing the Services, but may comply with and discharge his duties at any location desirable to consultant and acceptable to the District; provided that the parties agree that certain circumstances will require Consultant's physical presence at the location of the District's office or facilities. Consultant acknowledges that he will be required to attend meetings of the District's Board of Trustees, Board of Managers and various other committees or groups of member entities. In addition, Consultant may, whether in person or through delegation to a District employee, attend meetings with and of entities with whom the District transacts business, including member entities, contracting parties, groundwater districts, and regulatory agencies. Irrespective of the location at which the Services are performed,

Consultant shall exclusively utilize the District-issued laptop computer, email address and mobile telephone in connection with the Services.

7. Access to District Resources and Professionals. At all times during the term of this Agreement, Consultant shall have and enjoy reasonable access to the District's office, employees, computerized data storage (including network and shared drives), SCADA systems, books, and records, as required for the performance of the Services. Consultant shall be supplied with a CRWA email address, which such address Consultant will exclusively use to conduct all business on behalf of the District and exchange all District-related communications. The said email account and all communications exchanged thereon shall remain the property of the District and shall be preserved pursuant to the District's public information/document retention policy, the Texas Public Information Act and other applicable law. Consultant is authorized to consult with and call upon the services of the District's existing professional consultants (including the District's engineers, attorneys, auditors and other professionals) in connection with the rendition of the Services. The District assumes responsibility for all fees and expenses incurred as the result of Consultant's consultation with the District's professionals.

8. Ownership of Work Product. Consultant grants to the District the exclusive ownership of all reports, drawings, blueprints, data, writings communications and technical information made by Consultant alone or with others (the "Work Papers") during the term of Consultant's engagement, that relate to functions, apparatus, compositions of matter or methods pertaining to the District's business. Consultant acknowledges that all such Work Papers are the property of the District. Consultant further agrees to deliver the Work Papers and all work product to the District's Board of Trustees upon written request.

9. Termination. The District may terminate this Agreement upon three (3) days written notice delivered to Consultant. Consultant may terminate this Agreement upon thirty (30) days written notice delivered to the President of the District's Board of Trustees. Notwithstanding termination of this Agreement, the District shall make payment to Consultant for Services performed and reimbursable expenses incurred during the term hereof in accordance with Paragraph 5.

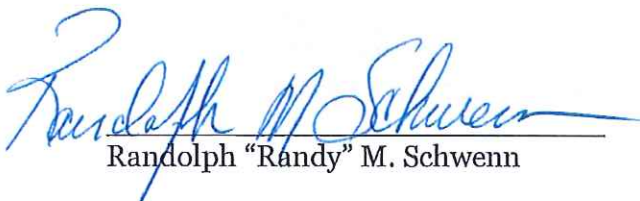
10. Miscellaneous.

- A. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties concerning compensation upon Consultant's separation from employment from the District, whether written or oral.
- B. Amendment/Modification. This Agreement may not be modified other than in writing signed by the parties.

- C. Assignment / Binding Effect. This Agreement shall be binding upon and inure to the benefit of the District and its successors. This Agreement is personal to Consultant and may not be assigned by Consultant.
- D. No Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy under this Agreement will operate as a waiver; nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy.
- E. Governing Law. This Agreement will be governed by the laws of the State of Texas without giving effect to the principle of conflict of laws of any jurisdiction.
- F. Exclusive Jurisdiction. All actions or proceeding relating to this Agreement will be tried and litigated only in the state or federal Courts located in Guadalupe County, Texas. Consultant and the District mutually submit to the exclusive jurisdiction of these courts for the purpose of any such action or proceeding, and this submission cannot be revoked.
- G. Severability. If, for any reason, a court with proper jurisdiction holds that any part of this Agreement is invalid or cannot be enforced, all other parts will remain in effect. The invalid or unenforceable part will be reformed only to the extent necessary to make it valid and enforceable.
- H. Interpretation. No part of this Agreement or any related document will be construed against or interpreted to the disadvantage of any party by a court or other authority by reason of that party having drafted that part.

TO WITNESS THEIR AGREEMENT, THE PARTIES HAVE SIGNED BELOW AS OF THE EFFECTIVE DATE WRITTEN ABOVE.

CONSULTANT


Randolph "Randy" M. Schwenn

**CANYON REGIONAL WATER
AUTHORITY**

By: Timothy D. Fousse, C.P.M.
President, Board of Trustees

EXHIBIT “A”

THE SERVICES

**CANYON REGIONAL WATER AUTHORITY
JOB DESCRIPTION OF THE
GENERAL MANAGER & CHIEF EXECUTIVE OFFICER**

**ARTICLE I.
APPLICABILITY**

DIVISION: Executive Offices
JOB TITLE: General Manager & Chief Executive Officer

**ARTICLE II.
JOB PURPOSE**

Section 2.01 Manages the affairs and business of the Authority (a.k.a. the "District") to achieve its mission. Serves as liaison with the legislature, other governmental entities, the Region "L" Planning Group and represents the Authority at public meetings, hearings, and in other venues where CRWA's mission may be advanced.

**ARTICLE III.
ORGANIZATIONAL REPORTING**

Section 3.01 Responsible to the President and Board of Trustees for the proper conduct of all functions of the Authority and other duties as assigned.

Section 3.02 All agents and professional consultants of the Authority are directed by the General Manager and conduct their work under the General Manager's supervision and direction. Directly supervises the staff, provides leadership and direction to CRWA employees and contractors and delegates and supervises performance but retains responsibility to the Board for accomplishment of the mission. Works with and attends Committees established by the President or Board.

**ARTICLE IV.
DUTIES AND RESPONSIBILITIES INCLUDING EMERGENCIES**

Section 4.01 Ensures that the Board is informed on the conditions and operations of the Authority and on all important factors influencing the Authority.

Section 4.02 Authorized, along with President, Vice President, Treasurer, and Secretary to execute all Board approved banking transaction documents. Sign all real estate documents and project documents for Board authorized projects, with legal counsel review; and provide authority to approve emergency contract(s) or approvals for continued (emergency) performance of the requirements of the Texas Utilities Code, Section 186.002 and report to the Board as necessary for ratification of same.

Section 4.03 Routinely executes contracts when duly authorized, including real estate documents and implements Board policies in consultation with the Board, President, Treasurer, and Executive Committee or Specialized Committees appointed by the President for purposes of water development, delivery, conservation and compliance with volume and TCEQ quality requirements.

Section 4.04 Supervises regulatory compliance for all of the Authority's development, storage and delivery programs. Effectuates construction projects and continuing program execution with detailed oversight, delegating daily functions to the maximum extent possible and accomplishing the overall statutory and

regulatory programs of the Authority with fidelity and integrity commensurate with the position and directions from the Board of Trustees.

Section 4.05 Interacts on a regular basis with the Board of Managers to request advice, request that the Board of Managers integrate supply and development functions, and engages with the Board of Managers to receive, consider and assure that the Board of Managers' advice is communicated to the full Board of Trustees.

Section 4.06 Directs the Authority's public information program and is responsible for relationships with related organizations, both public and private, seeing that the position of the Authority is enhanced and executed in accordance with its policies and contracts. In close coordination with the Board of Trustees, establishes and maintains effective working relationships with federal and state legislators, regional and local agencies, community leaders, and the general public.

Section 4.07 Plans, formulates, and recommends, for the approval of the Board of Trustees, policies and programs that will further the objectives of the Authority. Provides for the annual replacement of Trustee members consistent with their terms and term limits, their Oath of Office and training program described below. Supervises the hiring of all Authority employees, agents, and consultants and ensures procedures are in place for their selection in accordance with state and federal laws and Board policies.

Section 4.08 The Manager is responsible for assuring the conduct of the Trustees' annual training program which shall include, but is not limited to the following:

- (1) Open Records and Open Meetings Act training and records evidencing completion upon Trustees' appointment in May;
- (2) Completion of Investment Officer training for any newly designated person and refresher training as may be suggested by changes in law, economic conditions, or requirements with respect to the Authority's funds investment, including arbitrage requirements;
- (3) Officer and Board Member training with respect to activities within their official capacities; and
- (4) Training with respect to ethics and conflict of interest.

Section 4.09 The foregoing list of responsibilities is not intended for the purpose of defining the training that must be personally conducted by the General Manager, but rather is to describe training that must be provided to the Trustees through scheduling and use of third party trainers or professionals to assist the Presiding Officer and the Board in the development of competency and knowledge to perform the office of Trustee.

Section 4.10 Obtains maximum utilization of the staff by defining duties, establishing performance standards, conducting performance reviews, and recommending competitive salary structure.

Section 4.11 Arranges for an annual audit.

Section 4.12 Provide a summary of quarterly results to the Executive Committee.

Section 4.13 Responsible for compliance with all State and Federal regulations including but not limited to Public Funds Investment Act, Public Information Act, and applicable labor laws.

Section 4.14 Create and maintain a 5- and 10-year strategic plan.

Section 4.15 Create and maintain a succession plan.

**ARTICLE V.
ALL OTHER DUTIES AS ASSIGNED**

Section 5.01 As a catch all category, makes best effort to interact with the Board of Trustees to provide for the smooth operation of the Authority, interaction with local and state agencies, conduct the legislative program of the Board, and perform such other duties as the Board may assign by policy enacted through resolution, motions or directives duly approved by the President or a majority vote of the Board of Trustees.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	RECRUITMENT SERVICES	CRWA 24-01-008

INITIATED BY

TIMOTHY FOUSSE

STAFF RECOMMENDATION

Approve a "Retained Search Fee Agreement for General Manager Candidate" with Collaborative Water Resolution, LLC to engage such firm to perform an executive search and related services in connection with CRWA's efforts to recruit a General Manager at a cost not to exceed \$47,500 and pay the retainer fee of \$23,750.

BACKGROUND INFORMATION

A copy of the Retained Search fee Agreement with Collaborative Water Resolution, LLC for a General Manager candidate is attached.

FINANCIAL IMPACT

The financial impact of this resolution is \$47,500.

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-01-008

BE IT RESOLVED that a "Retained Search Fee Agreement for General Manager Candidate" with Collaborative Water Resolution, LLC to engage such firm to perform an executive search and related services in connection with CRWA's efforts to recruit a General Manager at a cost not to exceed \$47,500 and pay the retainer fee of \$23,750 is approved.

Adopted this 8th day of January 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary



January 8, 2024

Retained Search Fee Agreement for General Manager Candidate

This retained search fee agreement for a General Manager candidate is effective upon the date of execution between Collaborative Water Resolution, LLC and Canyon Regional Water Authority. By executing this Agreement, Canyon Regional Water Authority confirms its understanding of the terms contained herein.

The following brief statement of work outlines Canyon Regional Water Authority's overall expectations:

- A. Collaborative Water Resolution, LLC will review any key documents provided by Canyon Regional Water Authority related to the candidate search;
- B. Collaborative Water Resolution, LLC will conduct an in-depth meeting or meetings with the Canyon Regional Water Authority Board of Director's Search Committee to jointly develop timelines, goals, priorities and expectations for the recruitment processes and to develop pertinent and effective questions to be used by Collaborative Water Resolution, LLC in interviews of candidates;
- C. Collaborative Water Resolution, LLC will, as needed, develop a recruitment strategy, position profiles and marketing materials for the candidate, based on the initial research and in-depth meetings;
- D. Collaborative Water Resolution, LLC will start implementing the search strategy for the candidate;
- E. Collaborative Water Resolution, LLC will screen candidates based on Canyon Regional Water Authority's, goals and expectations and interview the most viable candidates, in person or remotely, to develop a candidate list for Canyon Regional Water Authority's consideration; and



Collaborative Water Resolution, LLC

10604 Natick Lane

Austin, Texas 78739

Phone: (512) 970-9840

E-Mail: votteler@waterdisputes.org Web: waterdisputes.org

F. It is the primary objective of Collaborative Water Resolution, LLC to refer in writing (includes email) up to three suitable candidates to Canyon Regional Water Authority within 60 days of the execution of this agreement and receipt of the retainer fee (as described below) by Collaborative Water Resolution, LLC.

Canyon Regional Water Authority is under no obligation to select any referral presented to it by Collaborative Water Resolution, LLC. Canyon Regional Water Authority may terminate this Agreement at any time upon written notice and without further obligation to Collaborative Water Resolution, LLC, except as otherwise provided for in this Agreement.

The total fee for Collaborative Water Resolution, LLC's retained service is \$47,500, which was calculated based on 25% of an assumed guaranteed first-year salary of \$190,000. This total fee is subject to an increase only if Canyon Regional Water Authority negotiates a higher salary with the candidate. The retainer fee for this search is \$23,750, or 1/2 of the total fee. The retainer fee is due within 7 calendar days of the date of execution of this retained search fee agreement. Collaborative Water Resolution, LLC shall commence the search upon receipt of the retainer fee. The retainer fee is non-refundable. The balance of the total fee would be due 15 calendar-days after the hired candidate's start date (the first day of work for Canyon Regional Water Authority) to initiate the guarantee period. If collection activities are necessary, Canyon Regional Water Authority agrees to pay all expenses thereof, including reasonable attorney's fees. This agreement shall be governed by the courts and laws of the State of Texas.

Canyon Regional Water Authority's prior receipt of a candidate's resume or other material from the candidate or any other source, shall not affect Canyon Regional Water Authority's obligation to pay Collaborative Water Resolution, LLC's total fee. The only



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exception to this requirement is any candidate that was under active consideration by Canyon Regional Water Authority for this position at the time of the effective date of this agreement as evidenced in a written list of active candidates that Canyon Regional Water Authority provides to Collaborative Water Resolution, LLC by the effective date of this agreement. Candidates are referred to Canyon Regional Water Authority in confidence. Canyon Regional Water Authority shall not refer or identify such a candidate to another company.

Collaborative Water Resolution, LLC appreciates that it is sometimes difficult to determine if someone is truly qualified for a specific position in a few interviews. Collaborative Water Resolution, LLC offers the following 90-calendar-day guarantee period if Canyon Regional Water Authority's final payment of the non-retained fee (\$23,750) is received within 15 calendar days of the hired candidate's start date (there is no guarantee when payment is received after 15 calendar days). The guarantee period begins on the candidate's start date. If the service relationship between Canyon Regional Water Authority and the candidate is terminated for any reason during the first 90 calendar days, provided that Canyon Regional Water Authority notifies Collaborative Water Resolution, LLC in writing of the termination of the relationship within five 5 business days after its termination, Collaborative Water Resolution, LLC will refer one or more additional suitable candidates to Canyon Regional Water Authority within 60 days of receiving written notice from Canyon Regional Water Authority of the termination of the relationship with the candidate.

Any referral(s) made by Collaborative Water Resolution, LLC to Canyon Regional Water Authority shall be considered effective for a period of 12 months after the date the referral is provided to Canyon Regional Water Authority and subject to the terms of this Agreement. If Canyon Regional Water Authority hires a referral within 12 months after the date the referral is provided to Canyon Regional Water Authority, Canyon Regional



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Water Authority shall pay CWR in accordance with terms of this Agreement. This provision can be waived by a written agreement executed by both Collaborative Water Resolution, LLC and Canyon Regional Water Authority.

Collaborative Water Resolution, LLC adheres to an equal employment opportunity policy. All applicants are referred based on their qualifications only, without regard for their race, gender, sex, age, religion, national origin, sexual orientation, marital status, veteran status or disability.

Resumes submitted to Canyon Regional Water Authority by Collaborative Water Resolution, LLC contain information furnished by individual candidates. Canyon Regional Water Authority acknowledges that all information on resumes has not been independently verified by Collaborative Water Resolution, LLC. All final reference checks and other background information verifications, unless otherwise specified, are the responsibility of Canyon Regional Water Authority.

If Collaborative Water Resolution, LLC refers a candidate to Canyon Regional Water Authority and Canyon Regional Water Authority wants to hire that candidate in a temporary or contract capacity, Collaborative Water Resolution, LLC will be paid by Canyon Regional Water Authority on a weekly basis 12.5% of the pay rate that Canyon Regional Water Authority pays to the candidate for a 12-month period.

Please indicate the type of search that Canyon Regional Water Authority wants (please initial):

_____ This is a CONFIDENTIAL search and will not be advertised. Candidates will not be informed of the company name until candidate has indicated an interest. In the case of a confidential search, while the utmost of care will be taken to protect the confidentiality of



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the company and this search, Collaborative Water Resolution, LLC cannot guarantee that employees or others will not become aware of this search during the search process.

_____ This is an OPEN search and will be advertised. Methods used in the search will be chosen by Collaborative Water Resolution, LLC. Unless given written instructions to the contrary, those resources may include print advertising and/or Internet postings. Collaborative Water Resolution, LLC reserves the right to editorial control of any marketing collateral created for the recruitment of positions beyond typical print advertising and Internet postings. Canyon Regional Water Authority will be provided the opportunity to review, comment, edit, and approve postings prior to their release.

By signing this agreement the undersigned represents that they are an authorized representative of Canyon Regional Water Authority and agree to the terms and conditions as stated herein. Please sign, then scan this agreement and email it to Collaborative Water Resolution, LLC at Votteler@waterdisputes.org.

Todd H. Votteler, Ph.D.

President | Collaborative Water Resolution, LLC

Date

Authorized Approval on Behalf of:
Canyon Regional Water Authority

Timothy D. Fousse, CPM

President, Board of Trustees

Date

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
01/08/2024	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 8th day of January 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary