REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY
Monday April 15, 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, April 15, 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 act on any of the matters identified below.

Item 1 **CALL TO ORDER**

Item 2 **BOARD ROLL CALL**

Item 3 **INVOCATION AND PLEDGE OF ALLEGIANCE**

Item 4 **OATH AND STATEMENT OF OFFICE OF NEW TRUSTEES**

Item 5 **PUBLIC COMMENTS**

A. Comments on non-agenda items - no discussion from the Board, 3-minute time limit.

B. Comments on specific items on this agenda – discussion from/with the Board may be allowed; 3-minute time limit per citizen. Time may not be "shared or ceded" to another citizen.

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

Item 6 **CONSENT ITEMS**

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

A. CRWA 24-04-001 Concerning Approval of Minutes (*CRWA Staff*)
Adopt Resolution 24-04-001 approval of minutes for March 11, 2024, Board of Trustees meeting.

B. CRWA 24-04-002 Concerning Approval of Financial and Check Registers Reports (*CRWA Staff*)
Adopt Resolution 24-03-002 approval of February 2024 Financial Report and Check Register Report until audited.

C. CRWA 24-04-003 Concerning Approval of Second Quarter Financial Report (CRWA Staff)
Adopt Resolution 24-04-003 approval of Second Quarter FY2024 Financial report.

Item 7 **PRESENTATIONS/DISCUSSIONS**

A. Final Drought Mitigation Plan Report (Due May 1, 2024) TCEQ Five-Year Update ~ *Staff*

B. Final Conservation Plan Report (Due May 1, 2024) TCEQ Five-Year Update ~ *Staff*

C. 2001 Water Transportation and Wheeling Agreement with Maxwell SUD
   - August 9, 2023, notice from Maxwell SUD through counsel of intent to exercise claimed "right of exclusive use of the excess capacity within the Existing Transmission Lines," with said exclusive use to commence one year from date of notice.

D. Discussion of CRWA Administrative Policies revised and submitted by the Policy and Legislative Committee ~ *Ted Gibbs*

Item 8 **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
   - Hays Caldwell WTP:
     - Production
     - Pall mobile membrane filtration
   - Wells Ranch WTP:
     - Production

C. Wells Ranch III Project ~ *Staff*
   - Draft Water Supply and Treatment Contract
   - Groundwater leasing and permitting

D. South Texas Regional Water Planning Group – Region L ~ *Staff*

E. GMA 13 ~ *Staff*

F. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*

G. Legal and legislative matters ~ *Legal Counsel and Staff*

Item 9 **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. Board of Managers ~ *Chairperson*

Item 10 **GENERAL BUSINESS**

A. CRWA 24-04-004 Concerning Acceptance of the Recommendation of the Appointed Committee to select an Engineering Firm to provide General Construction/Design Services

The Board will discuss, consider and act on Resolution 24-04-006 acceptance of the recommendation of the Appointed Committee to select STV to provide construction administrative services, and authorizing the General Manager to negotiate the terms, scope of work and rates for STV to provide services.

B. CRWA 24-04-005 Concerning Adoption of the 2024 Drought Mitigation Plan per the Recommendation of the Board of Managers
The Board will discuss, consider and act on Resolution 24-04-007 adoption of the 2024 Drought Mitigation Plan per the recommendation of the Board of Managers, and authorizing CRWA staff to submit the plan to the Texas Commission on Environmental Quality.

C. CRWA 24-04-006 Concerning Adoption of the 2024 Water Conservation Plan per the Recommendation of the Board of Managers
The Board will discuss, consider and act on Resolution 24-04-008 adoption of the 2024 Water Conservation Plan per the recommendation of the Board of Managers, and authorizing CRWA staff to submit the plan to the Texas Commission on Environmental Quality.

D. CRWA 24-04-007 Concerning a contract with Langley & Banack, Inc. to provide General Counsel Legal Services
The Board will discuss, consider and act on Resolution 24-04-009 approving a contract with Langley & Banack, Inc. to provide General Counsel Legal Services, and authorizing the President of the Authority to execute that certain Letter of Engagement for such services dated March 29, 2024.

E. CRWA 24-04-08 Concerning Nominations and Appointment of a Representative of CRWA on the Alliance Regional Water Authority Board of Directors
The Board will discuss, consider and act on Resolution 24-04-010 accepting nominations and appointing a representative of CRWA to the Alliance Regional Water Authority Board of Directors.

Item 11 EXECUTIVE SESSION

The Board of Trustees may meet in a closed session to discuss the following items and 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.

CRWA staffing and personnel matters including Consultant Agreement for Interim General Manager Services by and between CRWA and Randolph "Randy" M. Schwenn with effective date of January 2, 2024.

Item 12 RETURN TO OPEN MEETING

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

A. Resolution No. 24-04-009 Concerning an Amendment to Consulting Services Agreement with Randy Schwenn.
The Board will discuss, consider and take action to approve a *First Amended Agreement for Consulting Services* by and between CRWA and Randolph "Randy" M. Schwenn, which such amendment shall amend and supersede that certain *Consultant Agreement for Interim General Manager Services* dated January 2, 2024.

Item 13 FUTURE BOARD MEMBER AGENDA ITEMS

Item 14 Adjourn the meeting

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CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	CONSENT AGENDA ITEM BOARD OF TRUSTEES MEETING MINUTES OF MARCH 11, 2024	CRWA 24-04-001

INITIATED BY KERRY AVERYT / HANNA DIAZ

STAFF RECOMMENDATION

Approve the Minutes of the Regular Board Meeting of the Board of Trustees held on March 11, 2024, as amended, or not amended.

BACKGROUND INFORMATION

The minutes of the meeting are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-001

BE IT RESOLVED that the Minutes of the Regular Meeting of the Board of Trustees held on March 11, 2024, as amended, or not amended, are approved.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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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, March 11, 2024, at 6:00 p.m.

The following individuals attended the meeting:

Board of Trustees:		CRWA Staff:		Board of Managers and Others:	
Timothy Fousse	Brandon Rohan	Randy Schwenn	Hanna Diaz	Trey Wilson	David Kneuper
Ted Gibbs	Marc Gilbert	David McMullen	Joan Wilkinson	Daniel Smith-Salgado	Daniel Smith
Martin Poore	Al Suarez	Fran Powers		Kerry Averyt	Graham Moore
Abigaile Maberry	Nicholas Sherman				Greg Swoboda
Humberto Ramos	Steve Cooper				
Teresa Scheel	Steven Fonville				
Regina Franke	James Forssell				
Donald Bosworth	Mabel Vaughn				
Paul Bricker	Doris Steubing				

Item 1 **CALL TO ORDER**

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

Item 2 **BOARD ROLL CALL**

» Eighteen (18) Board members were present.

Item 3 **INVOCATION AND PLEDGE OF ALLEGIANCE**

Item 4 **OATH AND STATEMENT OF OFFICE OF NEW TRUSTEE**

Item 5 **PUBLIC COMMENTS**

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

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

Item 6 **CONSENT ITEMS**

All items listed below are considered to be routine and non-controversial by the Board and will be considered by one motion. There will be no separate discussion of these items unless a Board member 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 24-03-001
Adopt Resolution 24-03-001 approval of Board of Trustees meeting minutes of February 12, 2024.

B. CRWA 24-03-002
Adopt Resolution 24-02-020 approval of January 2024 Financial Report and Check Register Report until audited.

» Tracy Scheel made a motion to approve Consent Agenda items.

» Regina Franke seconded the motion.
» President Timothy Fousse called for a vote. The motion passed with 18 ayes.

Item 7 **PRESENTATIONS/DISCUSSIONS**

A. (Draft) Drought Mitigation Plan for review (Due May 1, 2024) TCEQ Five-Year Update ~ Staff

B. (Draft) Conservation Plan Report for review (Due May 1, 2024) TCEQ Five-Year Update ~ Staff

C. The President of the Board of Trustees will appoint a Mediation Committee to participate in mediation of the dispute concerning the 2021 Restated Water Supply Contract for Hays Caldwell ~ Tim Fousse

D. The President of the Board of Trustees will appoint an Audit Committee of the Board in accordance with Section 49.199(a)(6)(B) Texas Water Code~ Tim Fousse

» Mr. Randy Schwenn stated for Item 7A and 7B that both items need to be reviewed and approved by Trustee's at the April 2024 Board of Trustee's meeting. The Board of Manager's received a copy at their March 2024 meeting. When Mr. Adam Telfer returns from his time off, he will made the requested edits and have them ready to be reviewed and approved by the Trustee's at the April 2024 Board of Trustee's meeting.
» President Timothy Fousse appointed Clint Ellis, Martin Poore, Vice President Brandon Rohan, and himself (Timothy Fousse) to the Mediation Committee.
» President Fousse has not been able to contact everyone on this request for the Audit Committee.

Item 8 **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
   - 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. South Texas Regional Water Planning Group – Region L ~ *Staff*
E. GMA 13 ~ *Staff*
F. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
G. Legal and legislative matters ~ *Legal Counsel and Staff*
   i. Status of CRWA's Pending Application for Permits from the Gonzales County Underground Water Conservation District ("GCUWCD").

   ii. Status of litigation pending in the District Court of Guadalupe County, Texas under Cause No. 24-0377-CV-E; and styled *Canyon Regional Water Authority vs. Trihydro Corporation, et al.*

   iii. Other legal matters.

» **Drought Reports:** The water level in Canyon Lake continues to drop and we are still in Stage 2 of drought restrictions. GBRA will be creating 2 additional drought stages.
» **Water Treatment, Storage, and Transmission Operations:** Mr. Schwenn stated there is a report in the packet.

» **Wells Ranch III Project**: Mr. Randy Schwenn stated that CRWA has received a draft permit from Gonzales County for an additional 920 AF for Springs Hill WSC and East Central SUD. Gonzales County will be voting on the draft permit at their meeting on March 12th. For Groundwater leasing, there will be a draft permit to go from the 7400 AF to the 8320 AF, including the 920 AF.

» **Region L:** Mr. Schwenn stayed for the first half of the meeting, and there was a report from the consultants. Mr. Schwenn stated after he left, that Crystal Clear SUD requested a Consistency Waiver support so the Water Development Board can consider the Consistency Waiver, since Crystal Clear SUD was not included in the State Water Plan for their Trinity Water Project, and they are seeking Water Development Board funding.

» **GMA 13:** The meeting will be on April 19th at 10 AM. Mr. Schwenn will be attending.

» **Groundwater Districts of Guadalupe and Gonzales Counties:** There is nothing to report.

» **Legal and Legislative Matters:** Mr. Trey Wilson stated that regarding the pending application for permits from the Gonzales County Underground Water Conservation District, the Groundwater District Counsel said to expect a new Mitigation Hearing. The process for compelling the other parties to comply is to do a district-initiated permit amendment. This will have the new mitigation provisions in it. Since CRWA is not up for an amendment, it will look a little different, but there will be a price increase. There is a copy of the Lawsuit filed against Trihydro in February 2024. Trihydro responded with a generic answer, denying everything with affirmative defenses. There has not been an effort to dismiss the case. The next stage is the discovery process.

Item 9 **CRWA COMMITTEE REPORTS**

Budget Committee: ~ *Committee Chairwoman*
Policy and Legislative Committee: ~ *Committee Chairman*
Construction Committee: ~ *Committee Chairman*
Board of Managers: ~ *Chairman*
Update on General Manager Search Committee
Update on General Counsel Search Committee

» **Budget Committee:** Regina Franke stated the Budget Committee is working to schedule their next meeting.

» **Policy and Legislative Committee:** Ted Gibbs stated the Employee Handbook has been sent to legal for review, and there are two open questions that will be addressed at the next Committee meeting. The Administrative Policy also has two open questions. Both should be presented to the Board soon. Once both are complete, the Facility Access Policy and a Background Check Policy will be curated.

» **Construction Committee**: Vice President Brandon Rohan stated the Committee met on February 27th. On the IH-10 Relocation project and the FM1518 Relocation project, they have the same contractor and both contracts received a notice to proceed in February. For the FM 1518 project, there is a change order being proposed for the removal of a 30" gate valve. This change will reduce the contract by approximately $106,000. The GIS System is still in progress, Utility Engineering Group continues updating the system with new coordinates. CRWA Staff is reviewing the Design Standards and Specifications. On the Hays Caldwell Pipeline, CRWA Staff is working on a State Drinking Water Revolving Fund application that was submitted on March 1st. CRWA Staff continues to meet with Alliance and Freese and Nichols to discuss the interconnect between ARWA and Lake Dunlap WTP for the Alliance Pipeline. Garver is gathering information from the Operators at Lake Dunlap WTP about the performance of the ceramic filters. Staff should have a preliminary report next month. For the Wells Ranch II Generators, Ardurra is still working with Staff on a scope that should be approved by the Trustees at the April meeting. On the Hays Caldwell WTP Phase I, the Construction Committee reviewed Ardurra's recommendation, scoring, and justification for scoring. The Construction Committee still recommends that DN Tanks be awarded the contract. The SWIFT application was submitted for the Hays Caldwell Membranes and the remainder of improvements for Phase 2. The Construction Committee's concern with the SWIFT funding it that the money does not become available until 2025, so the Committee instructed staff and Ardurra to find ways to get the project moving forward. Well #7 is back in service at Wells Ranch WTP.

» **Board of Managers:** Nicholas Sherman gave the update on behalf of Justin Ivicic, who was unable to attend. The Board of Manager's went over the Drought Mitigation and Water Conservation plans,

they will be sending their comments to Mr. Adam Telfer. There was a report given by the Budget Committee, and an RFQ for an Auditor service will be going out. The Hays Caldwell funding was discussed, and it was covered in the comments from the Construction Committee report. The Alliance interconnect with the Lake Dunlap WTP, Nanostone is looking to coordinate with the Pall company. UEG is coordinating with the Contractor for the TxDOT projects, to eliminate shutdowns during peak demand.

» **General Manager Search Committee Update:** President Fousse stated the committee completed interviews for 3 candidates for the General Manager's position at CRWA. This will go more in-depth during the Executive Session.

» **General Counsel Selection Committee Update:** There is a recommendation letter in the packet. The Committee recommends Langley & Banack as General Counsel for CRWA.

Item 10 **GENERAL BUSINESS**

A. CRWA 24-03-003 Concerning Appointment of a Voting Delegate to the Texas Rural Water Association's Annual Business Meeting. The Board will discuss, consider, and act on Resolution 24-03-003 appointing Randy Schwenn as CRWA's true and lawful voting delegate to represent CRWA at the Annual Business Meeting of the Texas Rural Water Association on March 28 ,2024, and authorizing him to vote on any director or alternate director election, Bylaws amendment or resolution, or any other matter for and on CRWA's behalf, which may come before the meeting or any adjournment thereof upon which CRWA would be entitled to vote.

» Martin Poore made a motion to approve Resolution 24-03-003.
» Doris Steubing seconded the motion.
» President Fousse called for a vote. The motion passed with 18 ayes.

B. CRWA 24-02-016 Concerning an award to DN Tanks for a contract to provide construction services for the Hays / Caldwell Water Treatment Plant Project (*Ardurra*).
The Board will discuss, consider, and act on Resolution 24-02-016 declaring DN Tanks as the successful bidder to provide tank construction services for the Hays Caldwell Water Treatment Plant Project and directing the Interim General Manager to negotiate terms of a Contract and/or Service Order providing the terms, scope, and cost for such work.

» Vice President Brandon Rohan made a motion to approve Resolution 24-02-016.
» Nicholas Sherman seconded the motion.
» President Fousse called for a roll call vote. The motion passed with 18 ayes.

C. CRWA 24-03-005 Concerning the Recommendation of the General Counsel Selection Committee. The Board will discuss, consider, and act on Resolution 24-03-005, accepting the report and recommendation of the General Counsel Selection Committee, and authorizing the Board President and Special Counsel for CRWA to enter negotiations with Langley & Banack, Inc. concerning a Contract providing for terms and conditions of retention of Langley & Banack, Inc. as CRWA's General Counsel.

» Humberto Ramos made a motion to approve Resolution 24-03-005.
» Vice President Rohan seconded the motion.
» President Fousse called for a roll call vote. The motion passed with 18 ayes.

D. CRWA 24-03-006 Concerning Revisions to the CRWA Procurement Policy. The Board will discuss, consider, and act on Resolution 24-03-006, amending and updating Section 7 of the CRWA Procurement Policy to modify the financial thresholds for Tier II and Tier III purchases, and to add language indicating that the Procurement Policy shall automatically conform to changes in applicable law.

» Regina Franke made a motion to approve Resolution 24-03-006.
» Donald Bosworth seconded the motion.
» President Fousse called for a vote. The motion passed with 18 aye votes.

E. CRWA 24-03-007 Concerning Mediation of the Dispute arising under the 2021 Restated Water Supply Contract for Hays Caldwell. The Board will discuss, consider, and act on Resolution 24-03-007, authorizing CRWA's Mediation Committee and Special Counsel to participate in mediation concerning

the existing disputes related to and arising under the 2021 Restated Water Supply Contract for Hays Caldwell, and delegating authority to the Board President to execute a Mediated Settlement Agreement subject to final ratification of the Board of Trustees

» Martin Poore made a motion to approve Resolution 24-03-007.
» Steven Fonville seconded the motion.
» President Fousse called for a roll call vote. The motion passed with 18 aye votes.

» The Board of Trustee's entered Executive Session at 7:00.

Item 11 **EXECUTIVE SESSION**

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

A. General Manager Selection Committee's recommendation for candidate(s) for General Manager position and potential terms and conditions of Employment Contract and related matters.

B. Demand letters received from Maxwell SUD, County Line SUD and Martindale WSC related to the 2021 Restated Water Supply Contract for Hays Caldwell, proposed mediation and potential litigation of related claims and disputes.

C. Conditions for issuance of permits requested by GCUWCD in connection with CRWA's pending permit applications.

» The Board of Trustee's returned from Executive Session at 7:47 PM.

Item 12 **RETURN TO OPEN MEETING**

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

A. CRWA 24-03-004 Concerning the Recommendation of the General Manager Selection Committee. The Board will discuss, consider, and act on Resolution 24-03-004, accepting the report and recommendation of the General Manager Selection Committee, and authorizing the Board President and Special Counsel for CRWA to enter into negotiations concerning an Employment Contract providing for terms and conditions of employment of the General Manager for CRWA, and further authorizing the Board President to execute such Employment Contract, strictly subject to final ratification of the Board of Trustees at its next regular meeting.

» Donald Bosworth made a motion to approve Resolution 24-03-004.
» Humberto Ramos seconded the motion.
» President Fousse called for a roll call vote. The motion passed with 18 aye votes.

B. CRWA 24-03-008 Regarding the Commencement of Litigation Concerning the Dispute related to the 2021 Restated Water Supply Contract for Hays Caldwell. The Board will discuss, consider, and act on Resolution 24-03-008, authorizing CRWA's Special Counsel to commence a lawsuit in the Texas State District Court of Guadalupe County, Texas seeking judicial declaration of CRWA's and all Contracting Parties' rights, and responsibilities under the 2021 Restated Water Supply Contract for Hays Caldwell, together with any and all other remedies available to CRWA. The litigation shall be commenced only in the event that mediation of the disputes related to the Hays Caldwell disputes is unsuccessful and the mediator declares an impasse.

» Vice President Brandon Rohan made a motion to approve Resolution 24-03-008.
» Martin Poore seconded the motion.
» President Fousse called for a roll call vote. The motion passed with 10 aye votes and 8 Abstained votes.

Item 13 **FUTURE BOARD MEMBER AGENDA ITEMS**

» All Items that would like to be recommended for the agenda, need to be submitted by 12 PM the Wednesday before the meeting.
» The Board Appointments for Canyon Regional are due in May.

Item 14 Adjourn the meeting

- » Martin Poore made a motion to adjourn the meeting.
- » President Fousse adjourned the meeting at approximately 7:55 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
04/15/2024	FINANCIAL REPORT AND CHECK REGISTER REPORT	CRWA 24-04-002

INITIATED BY JOAN WILKINSON

STAFF RECOMMENDATION

Approve the February 2024 Financial Report and Check Register Report until audited.

BACKGROUND INFORMATION

The February2024 Financial Report and Check Register Report are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

JA

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-002

BE IT RESOLVED that the February 2024 Financial Report and Check Register Report of Canyon Regional Water authority are approved until audited.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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CANYON REGIONAL WATER AUTHORITY
Balance Sheet
As of February 29, 2024

	Feb 29, 24	
ASSETS		
Current Assets		
Checking/Savings		
1001 · First United Bank		
1006 · First United Checking #5207	2,820,646.28	
1010 · First United Special #7162	2,131.70	
1015 · Money Market #2160	1,294,920.02	
1017 · HC SM Capacity Buy-In #6744	1,157,100.83	
Total 1001 · First United Bank		5,274,798.83
1100 · First United Bank (Res)		
1105 · LD/MC Series 2016, #3017	2,929,570.10	
1107 · HC 2005 #3603	4,001.45	
1111 · HC Series 2017 #6074	236,585.15	
1109 · HC Series 2021 #6663	398,887.71	
1113 · HC Counties 2021 Ref #0636	110,327.35	
1132 · Wells Ranch Series 2015, #6031	2,520,524.43	
1133 · Wells Ranch Series 2016, #3009	2,073,562.19	
1134 · Wells Ranch Series 2021 #0911	767,466.60	
1140 · L/D Membrane Fund #5701	1,105,488.61	
1140-01 · LD Membr-Nanostone Escrow #2545	289,859.45	
1142 · H/C Membrane Fund #5693	461,678.30	
1145 · Repair & Replacement Fund	4,921,515.04	
Total 1100 · First United Bank (Res)		15,819,466.38
1120 · Logic		
1121 · Logic, General Funds	1,228,007.27	
1127 · Wells Ranch, Construction #027	794.71	
1158 · HC Construction	17,340,998.32	
Total 1120 · Logic		18,569,800.30
1160 · BOKF, NA, Austin,WR Series 2015		127,856.57
1161 · BOKF, NA,Austin, HC Series 2017		4,226,093.16
Total Checking/Savings		44,018,015.24
Accounts Receivable		
1200 · Accounts Receivable		3,699,329.38
1205 · A/R, Alliance Water		
1205-01 · A/R, Alliance,Crystal Clear SUD	1,821,238.07	
1205-02 · A/R, Alliance, Martindale WSC	25,588.05	
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		3,170,860.65
Total Accounts Receivable		6,870,190.03
Total Current Assets		50,888,205.27
Fixed Assets		
1491 · Right of Use Asset		612,153.36
1400 · Capital Assets		
1404 · Administration Building	586,288.00	
1406 · Capitalized Construction Intere	11,273,728.00	
1410 · Equipment & Vehicles	489,024.50	
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	

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CANYON REGIONAL WATER AUTHORITY
Balance Sheet
As of February 29, 2024

		Feb 29, 24	
1444 · Hays Caldwel 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	1,921,905.28		
Total 1447 · Hays Caldwell Expansion-2017		2,044,181.79	
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	40,453,759.05		
Total 1452 · Wells Ranch Phase II-2015		42,383,812.74	
1453 · Wells Ranch Phase III		446,524.94	
1490 · Accumulated Depreciation		-51,905,737.19	
Total 1400 · Capital Assets			132,025,705.45
Total Fixed Assets			132,637,858.81
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
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			**189,702,424.70**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable			827,935.79
Total Accounts Payable			827,935.79

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CANYON REGIONAL WATER AUTHORITY
Balance Sheet
As of February 29, 2024

		Feb 29, 24
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		279,323.05
2140 · Texas Workforce		149.47
2165 · TCDRS Retirement Payable		23,073.10
Total Other Current Liabilities		1,007,540.86
Total Current Liabilities		1,835,476.65
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		113,959,688.01
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		6,655,986.03
Total Equity		75,742,736.69
TOTAL LIABILITIES & EQUITY		189,702,424.70

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Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2023 - February 2024

	February 2024	October 2023 February 2024	Annual Budget	$ Over/(Under) Annual Budget	% of Annual Budget
Income					
4000 · Revenues					
4002 · Debt Payments	991,247.36	5,073,559.11	11,992,805.46	-6,919,246.35	42.31%
4003 · Raw Water	551,172.93	2,785,161.60	6,643,637.11	-3,858,475.51	41.92%
4004 · Water-New Berlin	819.00	16,128.00	57,023.93	-40,895.93	28.28%
4009 · Membrane Replacement Fund	45,153.81	225,769.05	541,867.57	-316,098.52	41.67%
4010 · Line Use & Delivery Contracts	11,902.44	59,512.20	142,835.08	-83,322.88	41.67%
4011 · Line Use New Berlin	1,429.94	7,149.70	17,160.00	-10,010.30	41.67%
4012 · Raw Water Delivery Fees	27,744.25	156,155.37	496,318.63	-340,163.26	31.46%
4017 · Water Sales	471,454.80	2,655,167.40	6,229,853.33	-3,574,685.93	42.62%
4018 · Plant Operations	336,096.75	1,698,550.17	4,051,389.03	-2,352,838.86	41.93%
4020 · Repair & Replacement Funds	146,474.73	741,606.81	1,767,000.00	-1,025,393.19	41.97%
4022 · CRWA Administrative	196,810.82	995,591.63	2,373,362.17	-1,377,770.54	41.95%
4023 · Alliance Water	522,904.88	2,614,519.52	6,275,109.42	-3,660,589.90	41.67%
4024 · Interest Income General	35,613.17	179,573.02		179,573.02	100.0%
4026 · Interest Income Bond Accounts	27,857.14	129,833.91		129,833.91	100.0%
4028 · Interest Construction Accounts	92,934.01	481,428.89		481,428.89	100.0%
4030 · Other Income	3,117.38	8,214.67		8,214.67	100.0%
Total 4000 · Revenues	3,462,733.41	17,827,921.05	40,588,361.73	-22,760,440.68	43.92%
Expense					
5000 · Bond Repayments					
5005 · Bond Payments	1,055,989.69	5,279,948.27	11,992,805.46	-6,712,857.19	44.03%
Total 5000 · Bond Repayments	1,055,989.69	5,279,948.27	11,992,805.46	-6,712,857.19	44.03%
5500 · Water Purchases					
5501 · Raw Water Purchases	187,562.94	2,800,312.00	6,643,637.11	-3,843,325.11	42.15%
5502 · Water Purchases, New Berlin	819.00	16,128.00	57,023.93	-40,895.93	28.28%
Total 5500 · Water Purchases	188,381.94	2,816,440.00	6,700,661.04	-3,884,221.04	42.03%
5600 · Membrane Funds	40,284.00	201,420.00	541,867.57	-340,447.57	37.17%
5700 · Repair & Replacement Funds	24,557.14	166,869.12	1,767,000.00	-1,600,130.88	9.44%
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	57,852.95	138,847.08	-80,994.13	41.67%
6011 · GBRA Raw Water Delivery Fees	30,829.93	160,093.69	496,318.63	-336,224.94	32.26%
Total 6000 · Line Use & Delivery Costs	42,400.52	217,946.64	656,313.71	-438,367.07	33.21%

Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2023 - February 2024

	February 2024	October 2023 February 2024	Annual Budget	$ Over/(Under) Annual Budget	% of Annual Budget
7000 · Plant Expenses-Variable Costs					
7005 · Plant Utilities	253,100.80	1,235,781.22	3,151,733.24	-1,915,952.02	39.21%
7010 · Chemicals	226,030.16	1,246,060.35	3,084,120.09	-1,838,059.74	40.4%
Total 7000 · Plant Expenses-Variable Costs	479,130.96	2,481,841.57	6,235,853.33	-3,754,011.76	39.8%
7100 · Operating Expenses					
7115 · Plant Maintenance & Supplies	88,167.44	558,381.49	1,220,200.00	-661,818.51	45.76%
7116 · Generator Maintenance	10,861.09	28,652.68	109,800.00	-81,147.32	26.1%
7117 · Equipment rental	3,893.59	20,765.93	40,360.00	-19,594.07	51.45%
7120 · SCADA	13,616.00	14,546.00	205,000.00	-190,454.00	7.1%
7122 · Vehicle Operations	4,794.98	13,696.99	158,000.00	-144,303.01	8.67%
7125 · Grounds Maintenance	10,214.50	52,717.10	134,350.00	-81,632.90	39.24%
7131 · Permits and Fees	1,111.00	10,718.79	28,650.00	-17,931.21	37.41%
7135 · Lab Supplies & Testing Fees	14,412.13	65,777.24	126,600.00	-60,822.76	51.96%
7140 · Insurance	1,231.86	124,280.84	133,998.88	-9,718.04	92.75%
7150 · Meals & Functions	4,709.17	10,561.65	36,500.00	-25,938.35	28.94%
7155 · Memberships & Dues	907.00	3,826.00	10,550.00	-6,724.00	36.27%
7160 · Mileage	2,667.32	11,751.30	38,800.00	-27,048.70	30.29%
7162 · Office Supplies and Expense	3,775.40	14,292.47	30,000.00	-15,707.53	47.64%
7165 · Training	583.75	948.75	9,500.00	-8,551.25	9.99%
7170 · Clothing	0.00	5,000.00	7,000.00	-2,000.00	71.43%
7175 · Telephones	414.84	2,147.29	4,500.00	-2,352.71	47.72%
7180 · Mobile Telephones	1,084.10	5,523.21	18,500.00	-12,976.79	29.86%
7190 · Network Expenses	570.00	570.00	10,000.00	-9,430.00	5.7%
7191 · Internet Domain	405.46	2,022.27	5,000.00	-2,977.73	40.45%
7195 · Contract Labor	0.00	0.00	4,000.00	-4,000.00	0.0%
7196 · GW Transport/Pumping Fees	15,288.55	168,798.60	400,000.00	-231,201.40	42.2%
Total 7100 · Operating Expenses	178,708.18	1,114,978.60	2,731,308.88	-1,616,330.28	40.82%
7500 · Payroll Expenses					
7505 · Annual Pay	103,541.55	590,719.35	1,862,317.62	-1,271,598.27	31.72%
7510 · Overtime	10,765.01	42,129.34	129,769.45	-87,640.11	32.47%
7530 · On Call	200.00	1,900.00	15,600.00	-13,700.00	12.18%
Total 7500 · Payroll Expenses	114,506.56	634,748.69	2,007,687.07	-1,372,938.38	31.62%
7600 · Employee Benefits					
7605 · Payroll Taxes	8,403.61	45,550.02	155,244.08	-109,694.06	29.34%
7610 · Insurance	23,758.37	117,952.07	439,220.28	-321,268.21	26.86%
7615 · Retirement	14,862.94	83,455.23	261,140.89	-177,685.66	31.96%
Total 7600 · Employee Benefits	47,024.92	246,957.32	855,605.25	-608,647.93	28.86%

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Canyon Regional Water Authority
Profit Loss Budget vs. Actual
October 2023 - February 2024

	February 2024	October 2023 February 2024	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	-54.00	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	800.00	3,000.00	-2,200.00	26.67%
7805 · Legal Fees	23,962.10	160,545.64	400,000.00	-239,454.36	40.14%
7810 · Engineering	23,536.75	222,234.85	400,000.00	-177,765.15	55.56%
7815 · Director Bonds	0.00	0.00	1,200.00	-1,200.00	0.0%
7820 · Accounting & Audit	0.00	14,825.00	15,000.00	-175.00	98.83%
Total 7800 · Professional Fees	47,444.85	398,847.99	824,150.00	-425,302.01	48.4%
7823 · Alliance Water	0.00	1,495,270.02	6,275,109.42	-4,779,839.40	23.83%
Total Expense	2,218,428.76	15,055,268.22	40,588,361.73	-25,533,093.51	37.09%
Net Ordinary Income	**1,244,304.65**	**2,772,652.83**	**0.00**	**2,772,652.83**	**100.0%**
Other Income/Expense					
Other Income					
8000 · Bond Payment Principal	776,666.64	3,883,333.20	0.00	0.00	100.0%
Net Other Income/Expense	776,666.64	3,883,333.20	0.00	3,883,333.20	100.0%
Net Income	**2,020,971.29**	**6,655,986.03**	**0.00**	**6,655,986.03**	**100.0%**

CANYON REGIONAL WATER AUTHORITY
Profit & Loss Prev Year Comparison
October 2023 through February 2024

	Oct '23 - Feb 24	Oct '22 - Feb 23	$ Change	% Change	
Ordinary Income/Expense					
Income					
4000 · Revenues					
4002 · Debt Payments	5,073,559.11	5,368,872.85	-295,313.74	-5.5%	
4003 · Raw Water	2,785,161.60	2,710,215.95	74,945.65	2.8%	
4004 · Water-New Berlin	16,128.00	0.00	16,128.00	100.0%	
4009 · Membrane Replacement Fund	225,769.05	225,769.05	0.00	0.0%	
4010 · Line Use & Delivery Contracts	59,512.20	59,512.20	0.00	0.0%	
4011 · Line Use New Berlin	7,149.70	7,149.70	0.00	0.0%	
4012 · Raw Water Delivery Fees	156,155.37	134,256.99	21,898.38	16.3%	
4017 · Water Sales	2,655,167.40	2,049,247.47	605,919.93	29.6%	
4018 · Plant Operations	1,698,550.17	1,476,488.40	222,061.77	15.0%	
4020 · Repair & Replacement Funds	741,606.81	725,804.25	15,802.56	2.2%	
4022 · CRWA Administrative	995,591.63	770,541.30	225,050.33	29.2%	
4023 · Alliance Water	2,614,519.52	2,078,380.85	536,138.67	25.8%	
4024 · Interest Income General	179,573.02	130,776.81	48,796.21	37.3%	
4026 · Interest Income Bond Accounts	129,833.91	88,873.31	40,960.60	46.1%	
4028 · Interest Construction Accounts	481,428.89	341,599.72	139,829.17	40.9%	
4030 · Other Income	8,214.67	6,140.50	2,074.17	33.8%	
Total 4000 · Revenues	17,827,921.05	16,173,629.35	1,654,291.70		10.2%
Total Income	17,827,921.05	16,173,629.35	1,654,291.70		10.2%
Gross Profit	17,827,921.05	16,173,629.35	1,654,291.70		10.2%
Expense					
5000 · Bond Repayments					
5005 · Bond Payments	5,279,948.27	5,267,878.82	12,069.45	0.2%	
Total 5000 · Bond Repayments	5,279,948.27	5,267,878.82	12,069.45		0.2%
5500 · Water Purchases					
5501 · Raw Water Purchases	2,800,312.00	2,612,180.71	188,131.29	7.2%	
5502 · Water Purchases, New Berlin	16,128.00	0.00	16,128.00	100.0%	
Total 5500 · Water Purchases	2,816,440.00	2,612,180.71	204,259.29		7.8%
5600 · Membrane Funds	201,420.00	40,284.00	161,136.00		400.0%
5700 · Repair & Replacement Funds	166,869.12	182,051.78	-15,182.66		-8.3%
6000 · Line Use & Delivery Costs					
6010 · Line Contract GBRA	57,852.95	57,852.95	0.00	0.0%	
6011 · GBRA Raw Water Delivery Fees	160,093.69	141,742.69	18,351.00	13.0%	
Total 6000 · Line Use & Delivery Costs	217,946.64	199,595.64	18,351.00		9.2%
7000 · Plant Expenses-Variable Costs					
7005 · Plant Utilities	1,235,781.22	1,267,085.56	-31,304.34	-2.5%	
7010 · Chemicals	1,246,060.35	1,013,638.70	232,421.65	22.9%	
Total 7000 · Plant Expenses-Variable Costs	2,481,841.57	2,280,724.26	201,117.31		8.8%
7100 · Operating Expenses					
7115 · Plant Maintenance & Supplies	558,381.49	310,957.19	247,424.30	79.6%	
7116 · Generator & Compressor Maint.	28,652.68	26,151.97	2,500.71	9.6%	
7117 · Equipment rental	20,765.93	15,331.82	5,434.11	35.4%	
7120 · SCADA	14,546.00	40,894.00	-26,348.00	-64.4%	
7122 · Vehicle Operations	13,696.99	23,048.85	-9,351.86	-40.6%	
7125 · Grounds Maintenance	52,717.10	53,179.51	-462.41	-0.9%	
7131 · Permits and Fees	10,718.79	26,886.23	-16,167.44	-60.1%	
7135 · Lab Supplies & Testing Fees	65,777.24	42,123.28	23,653.96	56.2%	
7140 · Insurance	124,280.84	96,155.80	28,125.04	29.3%	
7150 · Meals & Functions	10,561.65	15,071.77	-4,510.12	-29.9%	
7155 · Memberships & Dues	3,826.00	6,065.00	-2,239.00	-36.9%	
7160 · Mileage	11,751.30	14,685.43	-2,934.13	-20.0%	
7162 · Office Supplies and Expense	14,292.47	13,175.13	1,117.34	8.5%	
7165 · Training	948.75	118.19	830.56	702.7%	
7170 · Clothing	5,000.00	3,300.00	1,700.00	51.5%	
7175 · Telephones	2,147.29	1,830.66	316.63	17.3%	
7180 · Mobile Telephones	5,523.21	6,026.57	-503.36	-8.4%	
7190 · Network Expenses	570.00	6,719.00	-6,149.00	-91.5%	
7191 · Internet Domain	2,022.27	2,002.15	20.12	1.0%	
7196 · GW Transport/Pumping Fees	168,798.60	170,909.36	-2,110.76	-1.2%	
Total 7100 · Operating Expenses	1,114,978.60	874,631.91	240,346.69		27.5%
7500 · Payroll Expenses					
7505 · Annual Pay	590,719.35	560,848.44	29,870.91	5.3%	
7510 · Overtime	42,129.34	26,387.51	15,741.83	59.7%	
7530 · On Call	1,900.00	1,620.00	280.00	17.3%	
Total 7500 · Payroll Expenses	634,748.69	588,855.95	45,892.74		7.8%
7600 · Employee Benefits					
7605 · Payroll Taxes	45,550.02	42,680.82	2,869.20	6.7%	
7610 · Insurance	117,952.07	68,237.27	49,714.80	72.9%	
7615 · Retirement	83,455.23	71,732.02	11,723.21	16.3%	
Total 7600 · Employee Benefits	246,957.32	182,650.11	64,307.21		35.2%

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CANYON REGIONAL WATER AUTHORITY
Profit & Loss Prev Year Comparison
October 2023 through February 2024

	Oct '23 - Feb 24	Oct '22 - Feb 23	$ Change	% Change
7800 · Professional Fees				
7802 · Bank Service Fees	0.00	54.00	-54.00	-100.0%
7803 · 401(k) Plan Fees	442.50	407.50	35.00	8.6%
7806 · Bond Fees	800.00	800.00	0.00	0.0%
7805 · Legal Fees	160,545.64	171,077.41	-10,531.77	-6.2%
7810 · Engineering	222,234.85	29,444.79	192,790.06	654.8%
7820 · Accounting & Audit	14,825.00	14,825.00	0.00	0.0%
Total 7800 · Professional Fees	398,847.99	216,608.70	182,239.29	84.1%
7823 · Alliance Water	1,495,270.02	2,281,793.25	-786,523.23	-34.5%
Total Expense	15,055,268.22	14,727,255.13	328,013.09	2.2%
Net Ordinary Income	2,772,652.83	1,446,374.22	1,326,278.61	91.7%
Other Income/Expense				
Other Income				
8000 · Bond Payment Principal	3,883,333.20	3,731,249.95	152,083.25	4.1%
Total Other Income	3,883,333.20	3,731,249.95	152,083.25	4.1%
Net Other Income	3,883,333.20	3,731,249.95	152,083.25	4.1%
Net Income	**6,655,986.03**	**5,177,624.17**	**1,478,361.86**	**28.6%**

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CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of February 29, 2024

Type	Date	Num	Name	Memo	Amount	Balance
1001 · First United Bank						2,222,399.92
1006 · First United Checking #5207						2,222,399.92
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Big Oaks	12/07/2023 - 01/05/2...	-28.00	2,222,371.92
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Bond East Well	12/07/2023 - 01/05/2...	-6,841.70	2,215,530.22
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Bond West Well	12/07/2023 - 01/05/2...	-3,821.22	2,211,709.00
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Bull Trap Well	12/07/2023 - 01/05/2...	-2,545.00	2,209,164.00
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Camphouse Well	12/07/2023 - 01/05/2...	-3,111.00	2,206,053.00
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Chicken House Well	12/07/2023 - 01/05/2...	-2,806.21	2,203,246.79
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Christian East Well	12/07/2023 - 01/05/2...	-3,245.30	2,200,001.49
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Christian West Well	12/07/2023 - 01/05/2...	-3,479.54	2,196,521.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Cibolo	12/07/2023 - 01/05/2...	-49.00	2,196,472.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Coastal Field Well	12/07/2023 - 01/05/2...	-2,873.00	2,193,599.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Damerau	12/07/2023 - 01/05/2...	-61.00	2,193,538.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Deadman Tank Well	12/07/2023 - 01/05/2...	-9,957.00	2,183,581.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Deer Stand Well	12/07/2023 - 01/05/2...	-12,016.00	2,171,565.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - FM 467	12/07/2023 - 01/05/2...	-30.00	2,171,535.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Green Valley	12/07/2023 - 01/05/2...	-50.00	2,171,485.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - GV 7293 IH 10	12/07/2023 - 01/05/2...	-30.00	2,171,455.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Hardy Road	12/07/2023 - 01/05/2...	-48.00	2,171,407.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Hickory Forest	12/07/2023 - 01/05/2...	-40.00	2,171,367.95
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Littlefield Well	12/07/2023 - 01/05/2...	-3,551.22	2,167,816.73
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Marion	12/07/2023 - 01/05/2...	-27.00	2,167,789.73
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Pig Trap Well	12/07/2023 - 01/05/2...	-2,279.00	2,165,510.73
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Pivot Irrigation	12/07/2023 - 01/05/2...	-62.00	2,165,448.73
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Tommys Well	12/07/2023 - 01/05/2...	-824.00	2,164,624.73
Bill Pmt -Che...	02/02/2024	ACH	GVEC - Wagner Booster St...	12/07/2023 - 01/05/2...	-4,692.84	2,159,931.89
Bill Pmt -Che...	02/02/2024	ACH	GVEC - WR Generators	12/07/2023 - 01/05/2...	-1,718.49	2,158,213.40
Bill Pmt -Che...	02/02/2024	37725	5S Service Company LLC	ATS & HSP @1604	-6,625.60	2,151,587.80
Bill Pmt -Che...	02/02/2024	37726	Analytical Environmental La...	Lab Testing Fees	-135.00	2,151,452.80
Bill Pmt -Che...	02/02/2024	37727	Armadillo Lawn Care & Irrig...	Lawn Maintenance	-7,651.67	2,143,801.13
Bill Pmt -Che...	02/02/2024	37728	Brenntag Southwest, Inc.	Chemicals	-14,006.01	2,129,795.12
Bill Pmt -Che...	02/02/2024	37729	Bryant Law PC	RE: Louis Rosenberg	-3,959.60	2,125,835.52
Bill Pmt -Che...	02/02/2024	37730	Callis Professional Service...	Office Cleaning	-370.70	2,125,464.82
Bill Pmt -Che...	02/02/2024	37731	Chameleon Industries, Inc.	Liquid Cupric Sulfate	-75,651.00	2,049,813.82
Bill Pmt -Che...	02/02/2024	37732	Core & Main LP	Parts for MC	-1,781.88	2,048,031.94
Bill Pmt -Che...	02/02/2024	37733	Council Automotive Supply	Vehicle Maintenance	-12.99	2,048,018.95
Bill Pmt -Che...	02/02/2024	37734	Gold Star Exterminators	Pest Control	-300.00	2,047,718.95
Bill Pmt -Che...	02/02/2024	37735	Guadalupe County Ground...	GW Transport/Pumpi...	-15,288.55	2,032,430.40
Bill Pmt -Che...	02/02/2024	37736	Hach Company	Lab Equipment	-1,479.00	2,030,951.40
Bill Pmt -Che...	02/02/2024	37737	Kurita America Inc.	Valves	-3,542.30	2,027,409.10
Bill Pmt -Che...	02/02/2024	37738	Randolph Schwenn	Interim GM Services ...	-12,932.93	2,014,476.17
Bill Pmt -Che...	02/02/2024	37739	Redhead Auto Parts	Vehicle and Equipme...	-262.92	2,014,213.25
Bill Pmt -Che...	02/02/2024	37740	Standard Insurance Compa...	Employee Life, STD, ...	-994.12	2,013,219.13
Bill Pmt -Che...	02/02/2024	37741	Texas Commission on Envi...	Water Use Assessm...	-199.00	2,013,020.13
Bill Pmt -Che...	02/02/2024	37742	Texas Fleet Fuel	VOID: Vehicle Fuel	0.00	2,013,020.13
Bill Pmt -Che...	02/02/2024	37743	Tri-County A/C & Heating Inc.	Lab A/C Unit @ LD	-150.00	2,012,870.13
Bill Pmt -Che...	02/02/2024	37744	Trihydro Corporation	Engineering Fees	-4,556.25	2,008,313.88
Bill Pmt -Che...	02/02/2024	37745	USA Bluebook	Supplies	-687.60	2,007,626.28
Bill Pmt -Che...	02/02/2024	37746	Waste Management	Garbage Disposal	-1,517.24	2,006,109.04
Bill Pmt -Che...	02/02/2024	ACH	Texas Fleet Fuel	Vehicle Fuel	-1,106.08	2,005,002.96
Paycheck	02/09/2024	Direc...	Allman, Michael		-3,191.66	2,001,811.30
Paycheck	02/09/2024	Direc...	Arreaga, Ivan R		-1,464.34	2,000,346.96
Paycheck	02/09/2024	Direc...	Cruz, Edward D		-1,614.52	1,998,732.44
Paycheck	02/09/2024	Direc...	Diaz, Hanna S		-1,429.50	1,997,302.94
Paycheck	02/09/2024	Direc...	Flores, Jimmy		-2,099.07	1,995,203.87
Paycheck	02/09/2024	Direc...	Kirkland, Debra M		-1,808.08	1,993,395.79
Paycheck	02/09/2024	Direc...	Moreno, Joe		-4,319.35	1,989,076.44
Paycheck	02/09/2024	Direc...	Powers, Frantiska A		-1,761.48	1,987,314.96
Paycheck	02/09/2024	Direc...	Saldana, Michael A		-1,250.25	1,986,064.71
Paycheck	02/09/2024	Direc...	Schnautz, Kelby D.		-889.77	1,985,174.94
Paycheck	02/09/2024	Direc...	Shirk, Austin		-1,550.24	1,983,624.70
Paycheck	02/09/2024	Direc...	Sims, Clarissa R		-2,175.25	1,981,449.45
Paycheck	02/09/2024	Direc...	Telfer, Adam C		-3,601.76	1,977,847.69
Paycheck	02/09/2024	Direc...	Wallace, Russell L		-1,645.41	1,976,202.28
Paycheck	02/09/2024	Direc...	McMullen, David W.		-3,783.26	1,972,419.02
Paycheck	02/09/2024	Direc...	Wilkinson, Joan A.		-3,319.16	1,969,099.86
Liability Check	02/09/2024	EFTPS	US Treasury	74-2586063	-12,328.76	1,956,771.10
Liability Check	02/09/2024	ACH	John Hancock	401(k) Retirement Plan	-903.93	1,955,867.17

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CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of February 29, 2024

Type	Date	Num	Name	Memo	Amount	Balance
Liability Check	02/09/2024	37747	California State Disbursem...	200000001098628	-449.07	1,955,418.10
Liability Check	02/09/2024	37748	Office of the Attorney Gene...	AG# 0012809999	-489.69	1,954,928.41
Transfer	02/09/2024			Reimb Citibank Hear...	774.50	1,955,702.91
Bill Pmt -Che...	02/09/2024	37749	Brenntag Southwest, Inc.	Chemicals	-1,280.16	1,954,422.75
Bill Pmt -Che...	02/09/2024	37750	Charter Communications	HC Internet	-120.61	1,954,302.14
Bill Pmt -Che...	02/09/2024	37751	Citibank, N.A.	Mastercard	-16,933.70	1,937,368.44
Bill Pmt -Che...	02/09/2024	37752	Council Automotive Supply	Vehicle Maintenance	-160.83	1,937,207.61
Bill Pmt -Che...	02/09/2024	37753	David McMullen	Dec-Jan Mileage & P...	-4,349.50	1,932,858.11
Bill Pmt -Che...	02/09/2024	37754	Grainger	Parts	-5,341.15	1,927,516.96
Bill Pmt -Che...	02/09/2024	37755	Guadalupe County Tax A/C	Nissan 2016	-7.50	1,927,509.46
Bill Pmt -Che...	02/09/2024	37756	Hawkins	Chemicals	-37,705.50	1,889,803.96
Bill Pmt -Che...	02/09/2024	37757	Helping Hand Hardware	Parts	-145.79	1,889,658.17
Bill Pmt -Che...	02/09/2024	37758	Hofmann's Supply	Cylinder Rental	-123.22	1,889,534.95
Bill Pmt -Che...	02/09/2024	37759	Law Offices of Patricia Erlin...	Groundwater Permitti...	-8,616.99	1,880,917.96
Bill Pmt -Che...	02/09/2024	37760	Matheson Tri-Gas, Inc.	Cylinder Rental	-2,855.61	1,878,062.35
Bill Pmt -Che...	02/09/2024	37761	Morales, Fletcher Law, P.C.	Employee Handbook ...	-3,060.00	1,875,002.35
Bill Pmt -Che...	02/09/2024	37762	New Braunfels Chamber Of...	Membership Dues	-420.00	1,874,582.35
Bill Pmt -Che...	02/09/2024	37763	New Braunfels Welders Su...	Cylinder Rental	-30.00	1,874,552.35
Bill Pmt -Che...	02/09/2024	37764	PVS DX, INC	Chlorine	-10,002.40	1,864,549.95
Bill Pmt -Che...	02/09/2024	37765	Qro Mex Construction Co., ...	16" PVC Water Line ...	-21,842.20	1,842,707.75
Bill Pmt -Che...	02/09/2024	37766	Sam's Club MC/SYNCB	Supplies	-933.55	1,841,774.20
Bill Pmt -Che...	02/09/2024	37767	Standard Insurance Compa...	Dental Insurance	-1,258.00	1,840,516.20
Bill Pmt -Che...	02/09/2024	37768	Texas Commission on Envi...	Water Use Assessm...	-230.00	1,840,286.20
Bill Pmt -Che...	02/09/2024	37769	Texas Excavation Safety S...	Texas 811	-257.60	1,840,028.60
Bill Pmt -Che...	02/09/2024	37770	Texas Land and Right of W...	Wells Ranch Water L...	-55,118.42	1,784,910.18
Bill Pmt -Che...	02/09/2024	37771	Texas Water Conservation ...	TWCA Annual Dues	-907.00	1,784,003.18
Bill Pmt -Che...	02/09/2024	37772	TML Intergovernmental Ris...	Worker's Comp Audit	-1,231.86	1,782,771.32
Bill Pmt -Che...	02/09/2024	37773	Wastewater Transport Serv...	Sludge Removal	-16,721.27	1,766,050.05
Bill Pmt -Che...	02/09/2024	37774	Williams Supply Company	Parts	-3,985.31	1,762,064.74
Deposit	02/09/2024			Deposit	703,286.41	2,465,351.15
Deposit	02/12/2024			Deposit	315,309.51	2,780,660.66
Liability Check	02/15/2024	ACH	TCDRS		-26,629.78	2,754,030.88
Liability Check	02/15/2024	ACH	TCDRS		-11,145.32	2,742,885.56
Bill Pmt -Che...	02/16/2024	ACH	Texas Fleet Fuel	Vehicle & Equipment ...	-905.92	2,741,979.64
Bill Pmt -Che...	02/16/2024	37775	Bray Sales Inc.	Valves	-18,928.28	2,723,051.36
Bill Pmt -Che...	02/16/2024	37776	Bryant Law PC	RE: Louis Rosenberg	-137.50	2,722,913.86
Bill Pmt -Che...	02/16/2024	37777	GBRA-Raw Water & TM	12613 A/F @ $175 &...	-221,837.10	2,501,076.76
Bill Pmt -Che...	02/16/2024	37778	Hach Company	Lap Supplies	-485.00	2,500,591.76
Bill Pmt -Che...	02/16/2024	37779	Hawkins	Chemicals	-27,657.00	2,472,934.76
Bill Pmt -Che...	02/16/2024	37780	Matheson Tri-Gas, Inc.	Nitrogen	-1,301.55	2,471,633.21
Bill Pmt -Che...	02/16/2024	37781	PVS DX, INC	Chlorine & Cylinder R...	-9,328.00	2,462,305.21
Bill Pmt -Che...	02/16/2024	37782	Utility Engineering Group, P...	Engineering Fees	-8,561.25	2,453,743.96
Bill Pmt -Che...	02/16/2024	37783	Williams Supply Company	Supplies	-99.78	2,453,644.18
General Jour...	02/16/2024	02-01		Bank proceeds from ...	2,087.29	2,455,731.47
Bill Pmt -Che...	02/19/2024	ACH	CPS - I 10	I-10 Utilities	-15.32	2,455,716.15
Deposit	02/20/2024			Deposit	62,760.99	2,518,477.14
Bill Pmt -Che...	02/20/2024	ACH	GVEC - Lake Dunlap	12/25/2023 - 01/25/2...	-63,814.52	2,454,662.62
Bill Pmt -Che...	02/20/2024	ACH	GVEC - Leissner Booster S...	12/25/2023 - 01/25/2...	-24,608.01	2,430,054.61
Bill Pmt -Che...	02/20/2024	ACH	GVEC - Leissner Rd Boost...	12/25/2023 - 01/25/2...	-16,872.11	2,413,182.50
Bill Pmt -Che...	02/20/2024	ACH	GVEC - Wagner Booster	12/25/2023 - 01/25/2...	-15,099.32	2,398,083.18
Bill Pmt -Che...	02/20/2024	ACH	GVEC - WR Plant	12/25/2023 - 01/25/2...	-24,408.60	2,373,674.58
Bill Pmt -Che...	02/20/2024	ACH	GVEC - WR Plant #2	12/25/2023 - 01/25/2...	-23,788.54	2,349,886.04
Bill Pmt -Che...	02/21/2024	ACH	Bluebonnet Electric	HC Utilities - 500005...	-17,804.70	2,332,081.34
Deposit	02/21/2024			Deposit	637,705.12	2,969,786.46
Transfer	02/21/2024			LBS Five Star Electri...	13,851.10	2,983,637.56
Transfer	02/22/2024			Funds Transfer	-45,603.64	2,938,033.92
Transfer	02/22/2024			Funds Transfer	-28,969.53	2,909,064.39
Transfer	02/22/2024			Funds Transfer	-53,344.44	2,855,719.95
Transfer	02/22/2024			Funds Transfer	-18,557.12	2,837,162.83
Transfer	02/22/2024			Monthly Membrane T...	-5,155.41	2,832,007.42
Transfer	02/22/2024			Monthly Membrane T...	-39,998.40	2,792,009.02
Transfer	02/22/2024			LD-Monthly Bond Pa...	-138,517.18	2,653,491.84
Transfer	02/22/2024			Bond Payment Trans...	-22,760.70	2,630,731.14
Transfer	02/22/2024			MC-Bond Payment T...	-145,347.66	2,485,383.48
Transfer	02/22/2024			Bond Payment Trans...	0.00	2,485,383.48
Transfer	02/22/2024			Bond Payment Trans...	-33,595.19	2,451,788.29
Transfer	02/22/2024			Bond Payment Trans...	-54,926.41	2,396,861.88
Transfer	02/22/2024			Bond Payment Trans...	-13,416.02	2,383,445.86
Transfer	02/22/2024			Bond Payment Trans...	-242,307.58	2,141,138.28

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CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of February 29, 2024

Type	Date	Num	Name	Memo	Amount	Balance
Transfer	02/22/2024			Bond Payment Trans...	-231,700.11	1,909,438.17
Transfer	02/22/2024			Bond Payment Trans...	-86,196.58	1,823,241.59
Transfer	02/22/2024			Bond Payment Trans...	-22,479.93	1,800,761.66
Transfer	02/22/2024			January Overages	-9.25	1,800,752.41
Paycheck	02/23/2024	Direc...	Allman, Michael		-3,573.19	1,797,179.22
Paycheck	02/23/2024	Direc...	Arreaga, Ivan R		-1,495.20	1,795,684.02
Paycheck	02/23/2024	Direc...	Cruz, Edward D		-2,518.54	1,793,165.48
Paycheck	02/23/2024	Direc...	Diaz, Hanna S		-2,239.02	1,790,926.46
Paycheck	02/23/2024	Direc...	Flores, Jimmy		-2,524.68	1,788,401.78
Paycheck	02/23/2024	Direc...	Kirkland, Debra M		-1,682.63	1,786,719.15
Paycheck	02/23/2024	Direc...	McMullen, David W.		-4,220.94	1,782,498.21
Paycheck	02/23/2024	Direc...	Moreno, Joe		-3,572.75	1,778,925.46
Paycheck	02/23/2024	Direc...	Powers, Frantiska A		-2,523.72	1,776,401.74
Paycheck	02/23/2024	Direc...	Saldana, Michael A		-2,024.41	1,774,377.33
Paycheck	02/23/2024	Direc...	Schnautz, Kelby D.		-1,060.17	1,773,317.16
Paycheck	02/23/2024	Direc...	Shirk, Austin		-2,339.21	1,770,977.95
Paycheck	02/23/2024	Direc...	Sims, Clarissa R		-1,665.29	1,769,312.66
Paycheck	02/23/2024	Direc...	Telfer, Adam C		-4,072.34	1,765,240.32
Paycheck	02/23/2024	Direc...	Wallace, Russell L		-2,383.68	1,762,856.64
Paycheck	02/23/2024	Direc...	Wilkinson, Joan A.		-3,746.85	1,759,109.79
Liability Check	02/23/2024	EFTPS	US Treasury	74-2586063	-15,359.18	1,743,750.61
Liability Check	02/23/2024	37784	California State Disbursem...	200000001098628	-449.07	1,743,301.54
Liability Check	02/23/2024	37785	Office of the Attorney Gene...	AG# 0012809999	-489.69	1,742,811.85
Liability Check	02/23/2024	ACH	John Hancock	401(k) Retirement Plan	-1,083.94	1,741,727.91
Bill Pmt -Che...	02/23/2024	ACH	CPS - 1518	Utilities	-143.56	1,741,584.35
Transfer	02/23/2024			Pall Trailer Rental #13	40,284.00	1,781,868.35
Bill Pmt -Che...	02/23/2024	37786	AARC Environmental, Inc.	Tier II Reports	-6,000.00	1,775,868.35
Bill Pmt -Che...	02/23/2024	37787	Aflac	Employee Voluntary I...	-1,148.04	1,774,720.31
Bill Pmt -Che...	02/23/2024	37788	Analytical Environmental La...	Lab Testing Fees	-540.00	1,774,180.31
Bill Pmt -Che...	02/23/2024	37789	Anytime Fuel Pros LLC	Diessel for Generator...	-778.22	1,773,402.09
Bill Pmt -Che...	02/23/2024	37790	Ardurra Group, Inc.	HCWTP Ozone Study	-6,842.38	1,766,559.71
Bill Pmt -Che...	02/23/2024	37791	AT&T Mobility	Mobile Telephones	-949.10	1,765,610.61
Bill Pmt -Che...	02/23/2024	37792	Five Star Electric	300 HP - LBS	-13,851.10	1,751,759.51
Bill Pmt -Che...	02/23/2024	37793	Guadalupe-Blanco River A...	Lab Testing Fees	-1,379.00	1,750,380.51
Bill Pmt -Che...	02/23/2024	37794	Guadalupe County Tax A/C	2007 GMC	-7.50	1,750,373.01
Bill Pmt -Che...	02/23/2024	37795	GVEC - Internet	Internet @ WBS, LB...	-284.85	1,750,088.16
Bill Pmt -Che...	02/23/2024	37796	Hach Company	Lab Supplies	-9,026.73	1,741,061.43
Bill Pmt -Che...	02/23/2024	37797	Hanna Diaz	November - February...	-153.48	1,740,907.95
Bill Pmt -Che...	02/23/2024	37798	Lhoist North America of Te...	Lime	-54,296.37	1,686,611.58
Bill Pmt -Che...	02/23/2024	37799	New Braunfels Utilities	46 Standpipe Utilities	-42.41	1,686,569.17
Bill Pmt -Che...	02/23/2024	37800	R.W Harden & Associates, ...	Wells Ranch Develop...	-6,510.00	1,680,059.17
Bill Pmt -Che...	02/23/2024	37801	South Texas Wastewater	Replaced Sprinkler H...	-96.00	1,679,963.17
Bill Pmt -Che...	02/23/2024	37802	Standard Insurance Compa...	Employee Life, STD, ...	-994.12	1,678,969.05
Bill Pmt -Che...	02/23/2024	37803	Texas Tank Services	Tank Inspections	-20,250.00	1,658,719.05
Bill Pmt -Che...	02/23/2024	37804	Trihydro Corporation	WR III PER	-38,642.50	1,620,076.55
Bill Pmt -Che...	02/23/2024	37805	Trojan Technologies Corp.	Pall Trailer Installme...	-40,284.00	1,579,792.55
Bill Pmt -Che...	02/23/2024	37806	TX Health Benefits Pool	Employee Health Ins...	-24,637.87	1,555,154.68
Bill Pmt -Che...	02/23/2024	37807	Verve Cloud, Inc.	Telephone	-414.84	1,554,739.84
Bill Pmt -Che...	02/23/2024	37808	Williams Supply Company	Supplies	-290.41	1,554,449.43
Deposit	02/23/2024			Deposit	832,243.78	2,386,693.21
Check	02/26/2024	ACH	HMTM, Limited Partnership	Initial Prorated Water...	-1,623.36	2,385,069.85
Bill Pmt -Che...	02/26/2024	ACH	CPS - 1604	Utilities	-26,872.69	2,358,197.16
Deposit	02/26/2024			Deposit	461,715.29	2,819,912.45
Deposit	02/29/2024			Interest	733.83	2,820,646.28
Total 1006 · First United Checking #5207					598,246.36	2,820,646.28
Total 1001 · First United Bank					598,246.36	2,820,646.28
TOTAL					**598,246.36**	**2,820,646.28**

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CANYON REGIONAL WATER AUTHORITY
Legal Fees by Payee
October 2023 through February 2024

Type	Date	Num	Name	Memo	Amount	Balance
Attorney R. L. Wilson						
Bill	10/31/2023	3756	Attorney R. L. Wilson	General Matters 10/01/2023 - 10/31/2023	5,685.00	5,685.00
Bill	10/31/2023	3759	Attorney R. L. Wilson	Wells Ranch 10/01/2023 - 10/31/2023	645.00	6,330.00
Bill	10/31/2023	3757	Attorney R. L. Wilson	Hays Caldwell 10/01/2023 - 10/31/2023	4,995.00	11,325.00
Bill	11/30/2023	3760	Attorney R. L. Wilson	General Matters 11/01/2023 - 11/30/2023	6,837.00	18,162.00
Bill	11/30/2023	3763	Attorney R. L. Wilson	Wells Ranch 11/01/2023 - 11/30/2023	840.00	19,002.00
Bill	11/30/2023	3761	Attorney R. L. Wilson	Hays Caldwell 11/01/2023 - 11/30/2023	1,545.00	20,547.00
Ge...	12/31/2023	1099-...	Attorney R. L. Wilson	Form 1099 Adj from WR II	16,754.60	37,301.60
Ge...	12/31/2023	1099-...	Attorney R. L. Wilson	Reverse of GJE 1099-Adj 2 -- Form 1099 Adj fr...	-16,754.60	20,547.00
Bill	01/31/2024	3777	Attorney R. L. Wilson	General Matters 12/01/2023 - 01/31/2024	24,435.00	44,982.00
Bill	01/31/2024	3778	Attorney R. L. Wilson	Hays Caldwell 12/01/2023 - 01/31/2024	6,270.00	51,252.00
Bill	01/31/2024	3781	Attorney R. L. Wilson	Wells Ranch 12/01/2023 - 01/31/2024	3,720.00	54,972.00
Bill	01/31/2024	3779	Attorney R. L. Wilson	Lake Dunlap/Nanostone 12/01/2023 - 01/31/2024	120.00	55,092.00
Bill	02/29/2024	3795	Attorney R. L. Wilson	General Matters 02/01/2024 - 02/29/2024	8,481.00	63,573.00
Bill	02/29/2024	3796	Attorney R. L. Wilson	Hays Caldwell 02/01/2024 - 02/29/2024	2,742.00	66,315.00
Bill	02/29/2024	3799	Attorney R. L. Wilson	Wells Ranch 02/01/2024 - 02/29/2024	3,735.00	70,050.00
Total Attorney R. L. Wilson					70,050.00	70,050.00
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	RE: Louis Rosenberg	2,561.60	19,435.90
Bill	12/31/2023	2303	Bryant Law PC	RE: Louis Rosenberg	4,480.10	23,916.00
Bill	12/31/2023	2303	Bryant Law PC	Hays Caldwell Contract Water Rights Issues	660.00	24,576.00
Bill	12/31/2023	2303	Bryant Law PC	RE: Louis Rosenberg	2,427.10	27,003.10
Bill	01/24/2024	2389	Bryant Law PC	RE: Louis Rosenberg	3,769.60	30,772.70
Bill	01/24/2024	2389	Bryant Law PC	Policy and Legislative	190.00	30,962.70
Bill	01/31/2024	2454	Bryant Law PC	RE: Louis Rosenberg	137.50	31,100.20
Bill	02/29/2024	2504	Bryant Law PC	RE: Louis Rosenberg	1,439.50	32,539.70
Bill	02/29/2024	2504	Bryant Law PC	Policy Committee	7,012.10	39,551.80
Total Bryant Law PC					39,551.80	39,551.80
Charles C. Bailey						
Che...	11/03/2023	37342	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	2,000.00
Che...	12/08/2023	37468	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	4,000.00
Che...	12/15/2023	37501	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	6,000.00
Che...	01/26/2024	37706	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00	8,000.00
Total Charles C. Bailey					8,000.00	8,000.00
Collaborative Water Resolution, LLC						
Bill	01/08/2024		Collaborative Wate...	General Manager Recruiter	23,750.00	23,750.00
Total Collaborative Water Resolution, LLC					23,750.00	23,750.00
Morales, Fletcher Law, P.C.						
Bill	12/31/2023	16	Morales, Fletcher L...	Employee Handbook Review	3,060.00	3,060.00
Bill	02/29/2024	943	Morales, Fletcher L...	Employee Handbook Review	552.50	3,612.50
Total Morales, Fletcher Law, P.C.					3,612.50	3,612.50
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					**160,545.64**	**160,545.64**

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CANYON REGIONAL WATER AUTHORITY
Legal Fees by Category
October 2023 through February 2024

Type	Date	Num	Name	Memo	Amount
Other Charges					
Legal & professional fees					
Contracts					
Bill	10/31/2023	2092	Bryant Law PC	RE: Louis Rosenberg-Hays Caldwell Contract Wa...	3,181.50
Bill	10/31/2023	3757	Attorney R. L. Wilson	Hays Caldwell 10/01/2023 - 10/31/2023	4,995.00
Bill	11/30/2023	2212	Bryant Law PC	Hays-Caldwell Contract Water Rights Issues	824.00
Bill	11/30/2023	3761	Attorney R. L. Wilson	Hays Caldwell 11/01/2023 - 11/30/2023	1,545.00
Bill	12/31/2023	2303	Bryant Law PC	Hays Caldwell Contract Water Rights Issues	660.00
Bill	01/31/2024	3778	Attorney R. L. Wilson	Hays Caldwell 12/01/2023 - 01/31/2024	6,270.00
Bill	01/31/2024	3779	Attorney R. L. Wilson	Lake Dunlap/Nanostone 12/01/2023 - 01/31/2024	120.00
Bill	02/29/2024	3796	Attorney R. L. Wilson	Hays Caldwell 02/01/2024 - 02/29/2024	2,742.00
Total Contracts					20,337.50
Committee Matters					
Bill	10/31/2023	2093	Bryant Law PC	RE: Louis Rosenberg	2,259.60
Bill	11/30/2023	2212	Bryant Law PC	RE: Louis Rosenberg	2,561.60
Bill	12/31/2023	2303	Bryant Law PC	RE: Louis Rosenberg	2,427.10
Bill	12/31/2023	16	Morales, Fletcher L...	Employee Handbook Review	3,060.00
Bill	01/24/2024	2389	Bryant Law PC	Policy and Legislative	190.00
Bill	02/29/2024	943	Morales, Fletcher L...	Employee Handbook Review	552.50
Bill	02/29/2024	2504	Bryant Law PC	Policy Committee	7,012.10
Total Committee Matters					18,062.90
Wells Ranch					
Bill	10/31/2023	3759	Attorney R. L. Wilson	Wells Ranch 10/01/2023 - 10/31/2023	645.00
Bill	11/30/2023	3763	Attorney R. L. Wilson	Wells Ranch 11/01/2023 - 11/30/2023	840.00
Bill	01/31/2024	3781	Attorney R. L. Wilson	Wells Ranch 12/01/2023 - 01/31/2024	3,720.00
Bill	02/29/2024	3799	Attorney R. L. Wilson	Wells Ranch 02/01/2024 - 02/29/2024	3,735.00
Total Wells Ranch					8,940.00
General					
Bill	10/31/2023	2091	Bryant Law PC	RE: Louis Rosenberg	5,058.10
Bill	10/31/2023	3756	Attorney R. L. Wilson	General Matters 10/01/2023 - 10/31/2023	5,685.00
Bill	11/29/2023	2023-...	Strategic Governme...	Assistant General Manager Recruiter	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
Bill	11/30/2023	3760	Attorney R. L. Wilson	General Matters 11/01/2023 - 11/30/2023	6,837.00
Bill	12/31/2023	2303	Bryant Law PC	RE: Louis Rosenberg	4,480.10
Bill	01/08/2024		Collaborative Water...	General Manager Recruiter	23,750.00
Bill	01/24/2024	2389	Bryant Law PC	RE: Louis Rosenberg	3,769.60
Bill	01/31/2024	2454	Bryant Law PC	RE: Louis Rosenberg	137.50
Bill	01/31/2024	3777	Attorney R. L. Wilson	General Matters 12/01/2023 - 01/31/2024	24,435.00
Bill	02/29/2024	2504	Bryant Law PC	RE: Louis Rosenberg	1,439.50
Bill	02/29/2024	3795	Attorney R. L. Wilson	General Matters 02/01/2024 - 02/29/2024	8,481.00
Total General					105,205.24
Legislation					
Check	11/03/2023	37342	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00
Check	12/08/2023	37468	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00
Check	12/15/2023	37501	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00
Check	01/26/2024	37706	Charles C. Bailey	Monthly Governmental Consulting Services	2,000.00
Total Legislation					8,000.00
Total Legal & professional fees					160,545.64
Total Other Charges					160,545.64
TOTAL					**160,545.64**

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Wells Ranch Project - Phase II
Bond Series 2015
Budget vs. Actual
February 29, 2024

	TOTAL BUDGET	TOTAL DISBURSEMENTS	% Complete
Wells Ranch Series 2015 Bond Proceeds	42,000,000.00	42,000,000.00	100.00%
Bond Issue Costs	420,840.00	420,840.00	100.00%
Capitalized Interest	1,664,000.00	1,664,000.00	100.00%
Beginning Cash Available for Project	39,915,160.00	39,915,160.00	100.00%
Preliminary Engineering Report	25,000.00	25,000.00	100.00%
Environmental Services	54,080.82	54,080.82	100.00%
Engineering Add'l Services (RCE Inspections)	317,067.50	317,067.50	100.00%
Inspection Services (HOT)	37,510.00	37,510.00	100.00%
SCADA Engineering Services	50,000.00	50,000.00	100.00%
Legal Notices	22,940.45	22,940.45	100.00%
Prof Services-TWDB Assistance	15,887.86	15,887.86	100.00%
Santa Clara Road TM	4,545,112.65	4,545,112.65	100.00%
Crystal Clear TM	3,102,090.36	3,102,090.36	100.00%
Wagner Booster Station Expansion	4,472,598.27	4,472,598.25	100.00%
Wells Ranch Plant Improvements	7,678,408.73	7,678,407.73	100.00%
Leissner Booster Station Imp.			
Legal Fees	110,925.31	110,925.31	100.00%
Basic Engineering Services	227,160.00	227,160.00	100.00%
Engineering Add'l Services	50,078.25	48,272.75	96.39%
Construction Costs - 2 MG Tank (Preload)	1,533,365.90	1,533,365.90	100.00%
Construction Costs - Facility (Payton)	1,185,478.00	1,185,478.00	100.00%
SCADA	16,000.00	16,000.00	100.00%
Total Leissner Booster Stn Expansion	3,123,007.46	3,121,201.96	99.94%
Oak Tree Elevated Storage Tank	2,778,256.00	2,778,256.02	100.00%
Well Field (7 wells)	10,812,545.17	10,812,544.67	100.00%
Generator Installation Project			
Legal, Consultant Fees	74,026.35	74,026.35	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	3,451,558.78	3,421,060.78	99.12%
Total Phase II - 2015	40,486,064.05	40,453,759.05	99.92%
Unallocated Contingency	-570,904.05		
Total Expenditures		40,453,759.05	
Interest Income		444,013.95	
Cash from General Funds		223,236.38	
Cash from General Funds		0.00	
Ending Cash		128,651.28	

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12:05 PM
03/22/24
Accrual Basis

Wells Ranch Phase II - 2015
Account QuickReport
As of February 29, 2024

Type	Date	Num	Name	Memo	Amount	Balance
BOKF, NA, Austin - Escrow						127,350.45
Deposit	02/01/2024			Interest	506.12	127,856.57
Total BOKF, NA, Austin - Escrow					506.12	127,856.57
Logic-Construction Acct						791.23
Deposit	02/29/2024			Interest	3.48	794.71
Total Logic-Construction Acct					3.48	794.71
TOTAL					**509.60**	**128,651.28**

Hays Caldwell WTP Improvements
Budget vs. Actual
February 29, 2024

	TOTAL BUDGET	TOTAL DISBURSEMENTS	%
Hays Caldwell Series 2017 Bond Net Proceeds	4,801,596.00	4,801,596.00	100.00%
Hays Caldwell Series 2021 Bond Net Proceeds	12,355,000.00	12,355,000.00	100.00%
City of San Marcos Cash Contribution	511,593.00	511,593.00	100.00%
City of San Marcos Cash Contribution	4,634,982.00	4,634,982.00	100.00%
Beginning Cash Available for Project	22,303,171.00	22,303,171.00	100.00%
Land Purchase - 2.009 Acres	555,628.44	555,628.44	100.00%
Advertisement for Bids	3,598.90	3,598.90	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 & Easeme	61,512.02	61,512.02	100.00%
Miscellaneous Fees	3,077.04	3,077.04	100.00%

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Hays Caldwell WTP Improvements
Budget vs. Actual
February 29, 2024

	TOTAL BUDGET	TOTAL DISBURSEMENTS	%
Probable Construction Costs			
Raw Water Pump Station & Intake	3,210,643.00		0.00%
Raw Water Electrical Building	346,491.00		0.00%
Yard Piping	1,160,146.00		0.00%
Clarifier Upgrades	2,656,275.00		0.00%
Splitter Box	760,340.00		0.00%
Chemical Feed & Storage	372,721.00		0.00%
Ozone Improvements	4,209,987.00		0.00%
New 1 MG GST	2,104,317.00		0.00%
Existing GST Rehab	311,740.00		0.00%
HSPS Improvements	698,145.00		0.00%
Recycle Pump Station	113,687.00		0.00%
Decant Pump Station	179,174.00		0.00%
Decant Ponds	611,499.00		0.00%
Site Civil Paving, etc.	1,961,807.00		0.00%
Electrical Improvement	4,842,702.00		0.00%
Instrumentations & Controls	1,372,320.00		0.00%
Subtotal	24,911,994.00	0.00	0.00%
Additive Alternate: 200kW Generator	813,704.00		0.00%
Additive Alternate: 350kW Generator	1,260,262.00		0.00%
Additive Alternate: Motorized Gates	60,480.00		0.00%
Addtive 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	**30,648,449.44**	**2,473,218.72**	8.07%
Unallocated Contingency	-8,345,278.44		0.00%
Total Expenditures		**2,473,218.72**	
Interest Income		1,736,139.20	
Paid from General Funds-Electrical Easement		1,000.00	
Ending Cash		**21,567,091.48**	

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Hays Caldwell WTP Improvements
Banking Activity
As of February 29, 2024

Type	Date	Num	Name	Memo	Amount	Balance
Logic, Construction Acct						17,266,580.05
Transfer	02/09/2024			Funds Transfer	-774.50	17,265,805.55
Deposit	02/29/2024			Interest	75,192.77	17,340,998.32
Total Logic, Construction Acct					74,418.27	17,340,998.32
BOKF, NA						4,208,861.52
Deposit	02/01/2024			Interest	17,231.64	4,226,093.16
Total BOKF, NA					17,231.64	4,226,093.16
TOTAL					**91,649.91**	**21,567,091.48**

CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	CONSENT AGENDA ITEM QUARTERLY INVESTMENT REPORT	CRWA 24-04-003

INITIATED BY

JOAN WILKINSON

STAFF RECOMMENDATION

Approve the Second Quarter FY2024 Investment Report.

BACKGROUND INFORMATION

The Second Quarter FY2024 Investment Report is attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-003

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

Adopted this 15th day of February 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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Canyon Regional Water Authority
Quarterly Investment Report
March 31, 2024

Portfolio as of December 31, 2023	
Beginning Book Value	$43,186,065.33
Beginning Market Value	$43,186,065.33

Portfolio as of March 31, 2024	
Ending Book Value	$43,635,253.23
Ending Market Value	$43,635,253.23

	December 31, 2023	March 31, 2024	January Earnings	February Earnings	March Earnings	Quarterly Earnings	Rate
Operating Accounts-First United Bank							
Operating Account	$4,128,351.87	$1,290,662.10	790.91	$733.83	$976.32	$2,501.06	0.35%
Special Account	$2,130.48	$2,132.34	$0.63	$0.59	$0.64	$1.86	0.35%
Money Market	$1,218,759.31	$1,322,514.30	$4,449.69	$4,271.23	$5,114.35	$13,835.27	4.45%
HC SM Capacity Buy-In	$1,166,299.92	$1,161,658.10	$4,162.68	$3,865.23	$4,557.27	$12,585.18	4.45%
Total Operating Accounts	$6,515,541.58	$3,776,966.84				$28,923.37	
Reserved Accounts-First United Bank							
LD/MC Exempt 2016	$2,373,219.28	$3,247,928.61	$9,593.07	$9,044.33	$11,732.97	$30,370.37	4.45%
HC 2005	$3,959.96	$4,017.21	$28.13	$13.36	$15.76	$57.25	4.45%
HC 2017	$199,668.99	$271,133.48	$832.06	$709.03	$953.14	$2,494.23	4.45%
HC 2021	$401,673.87	$455,420.04	$1,622.56	$1,199.55	$1,605.92	$4,428.03	4.45%
HC 2021 - Refunding	$101,732.88	$124,186.42	$410.36	$336.05	$443.05	$1,189.46	4.45%
Wells Ranch Series 2015	$2,070,760.01	$2,772,913.08	$8,395.23	$7,833.54	$10,081.07	$26,309.84	4.45%
Wells Ranch Series 2016	$1,797,668.93	$2,313,576.26	$7,327.49	$6,366.15	$8,313.96	$22,007.60	4.45%
Wells Ranch Series 2021 - Refunding	$687,153.33	$856,740.62	$2,789.25	$2,355.13	$3,077.44	$8,221.82	4.45%
Repair and Replacement Fund	$4,521,090.85	$4,876,115.25	$16,751.26	$16,120.82	$19,328.07	$52,200.15	4.45%
LD Membrane Fund	$1,082,444.79	$1,115,001.29	$3,897.24	$3,680.35	$4,357.27	$11,934.86	4.45%
LD Membrane-Nanostone Escrow	$289,716.95	$291,001.07	$73.62	$68.88	$1,141.62	$1,284.12	1.78%
HC Membrane Fund	$419,114.56	$503,520.44	$1,589.00	$1,547.54	$1,843.74	$4,980.28	4.45%
Total Reserved Accounts	$13,948,204.40	$16,831,553.77				$165,478.01	
Investment Pools - Logic							
Wells Ranch Construction	$787.52	$798.43	$3.71	$3.48	$3.72	$10.91	5.4882%
General Funds	$1,216,988.09	$1,233,715.75	$5,694.48	$5,324.70	$5,708.48	$16,727.66	5.4882%
HC 2017 Construction	$17,186,163.23	$17,421,609.26	$80,416.82	$75,192.77	$80,610.94	$236,220.53	5.4882%
Total Investment Pools	$18,403,938.84	$18,656,123.44				$252,959.10	
Escrow Accounts - BOKF, NA, Austin							
Wells Ranch Series 2015	$126,845.40	$128,330.70	$505.05	$506.12	$474.13	$1,485.30	4.69%
HC Series 2017	$4,191,535.11	$4,242,278.48	$17,326.41	$17,231.64	$16,185.32	$50,743.37	4.83%
Total Escrow Accounts	$4,318,380.51	$4,370,609.18				$52,228.67	
Total Cash to Date	$43,186,065.33	$43,635,253.23				$499,589.15	

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

Joan Wilkinson, Investment Officer

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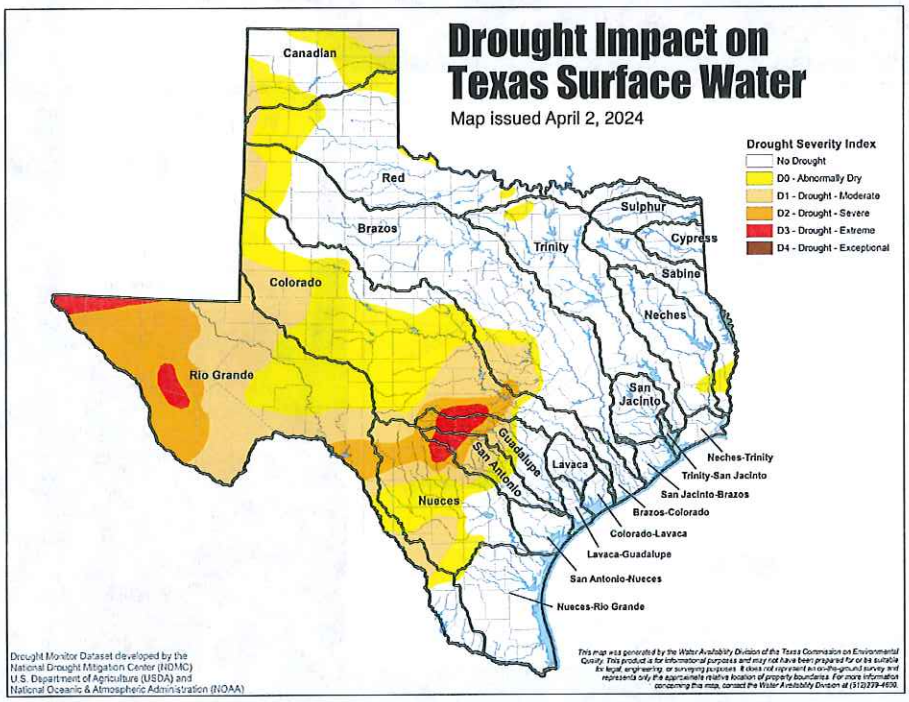
CRWA
Board of Trustees
Drought Report

April 15, 2024

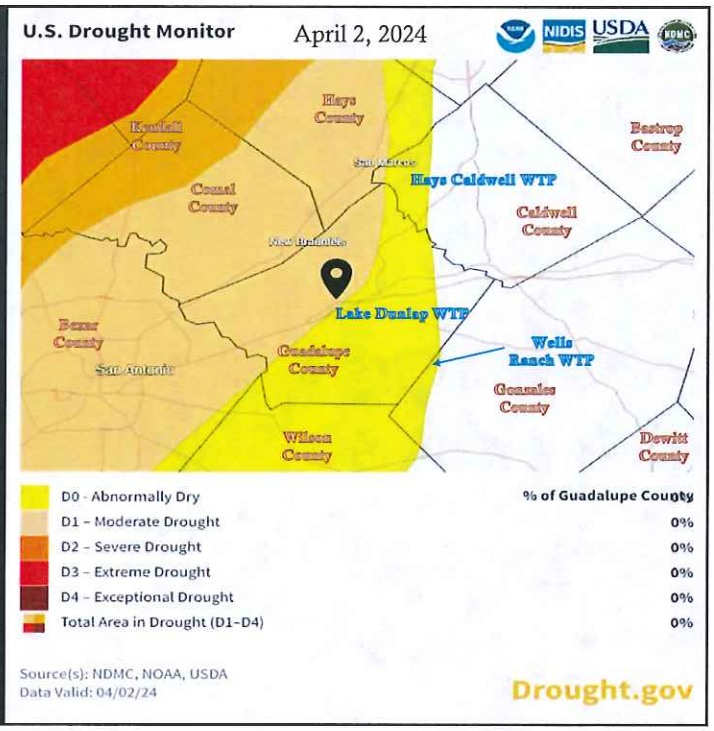
1



Extreme Drought Conditions continue in Upper San Antonio and Guadalupe Basins.

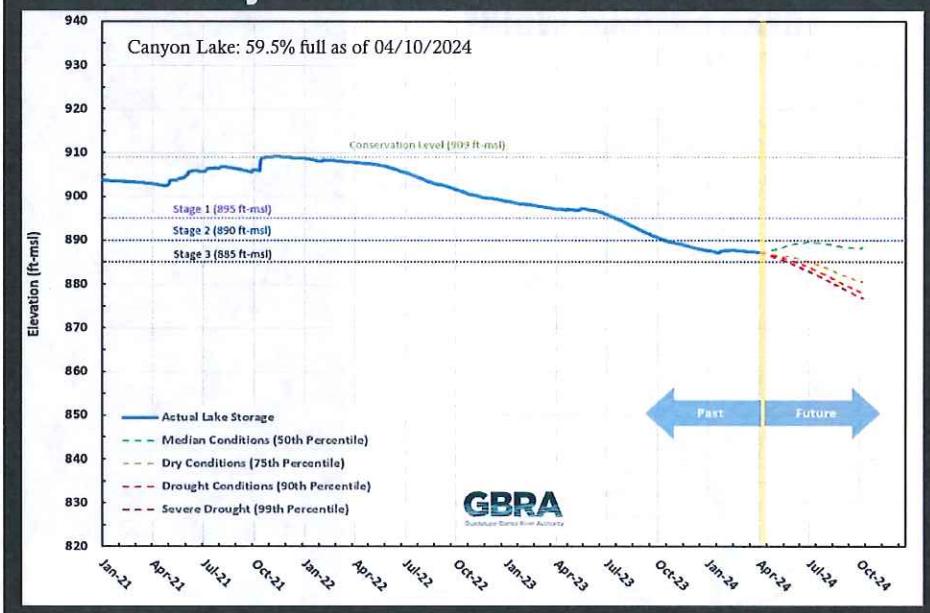
2

Drought Intensity by County



3

Canyon Lake Water Level Trends



CANYON REGIONAL water authority

WATER LEVEL

887.09

Feet MSL

Wednesday, April 10, 2024
4:15:00 AM
Level is 21.91 feet
below full pool of 909.00

Drought Trigger Levels

Stage 1 (Mild Conditions)
- 895 feet (msl)*
- Action – 5% reduction

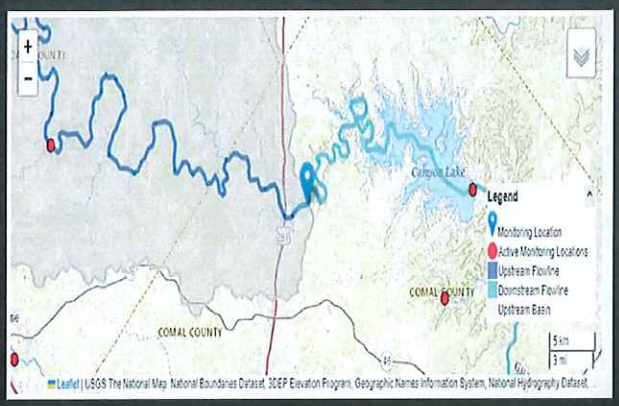
Stage 2 (Moderate Conditions)
- 890 feet (msl)
- Action – 10% reduction

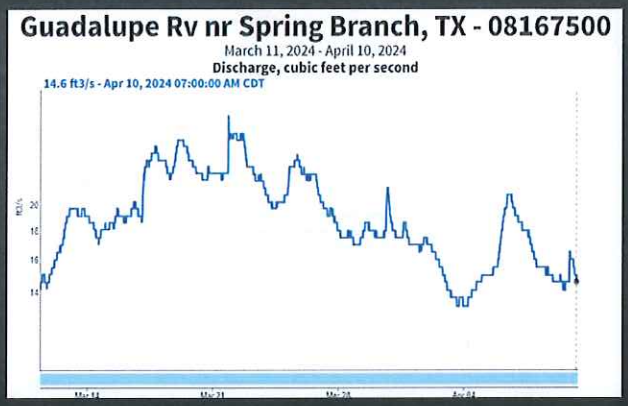
Stage 3 (Severe Conditions)
- 885 feet (msl)
- Action – 15% reduction

*Mean Sea Level

4

Canyon Lake In-Flow (ft3/s)





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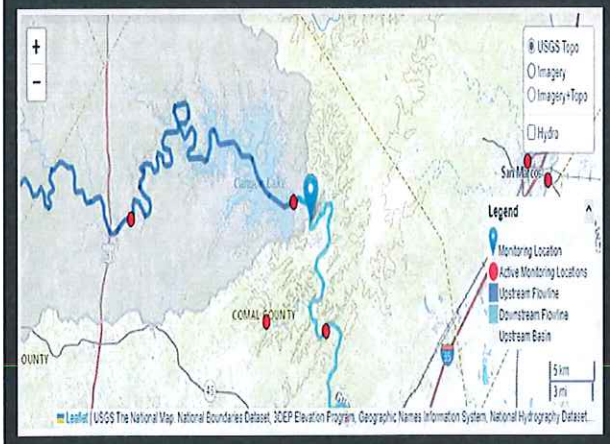
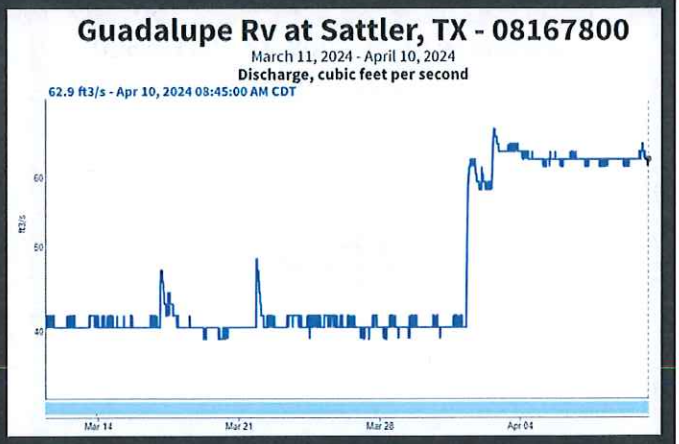
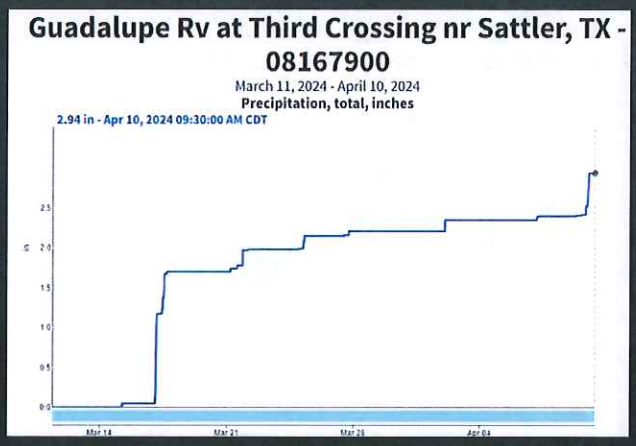
Canyon Lake Out-Flow (ft3/s)

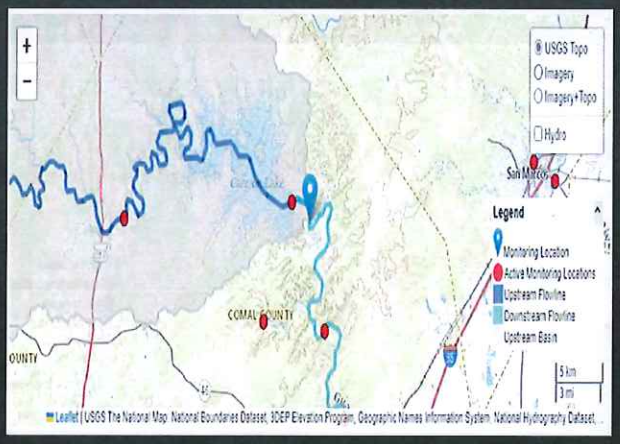




6

Precipitation below Canyon Lake





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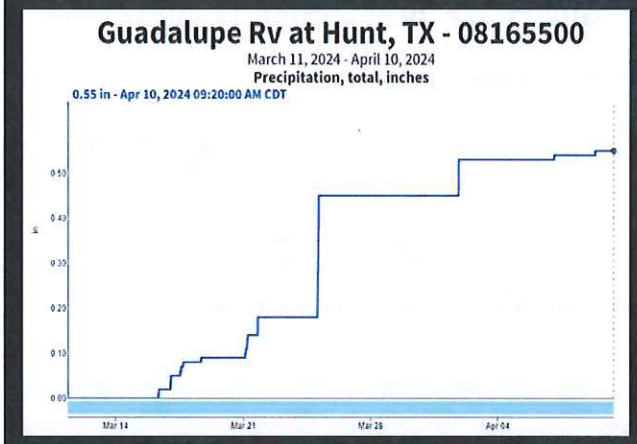
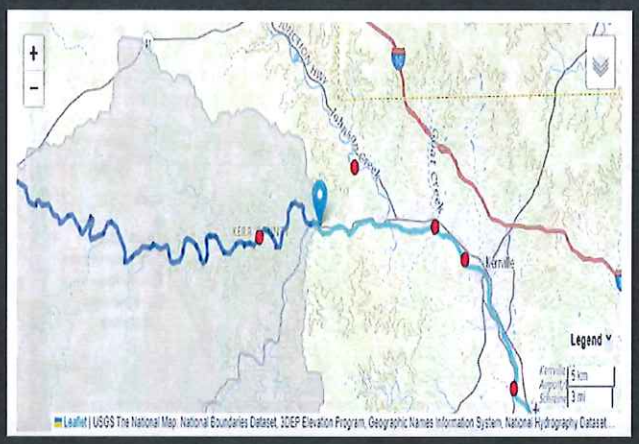
Precipitation above Canyon Lake – Kerr County





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CANYON REGIONAL
water authority

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CANYON REGIONAL water authority

Lake Dunlap/Wells Ranch/Hays Caldwell
Usage Summary

CRWA Monthly Production, Daily Average and Peak Day									
2024	Lake Dunlap WTP			Wells Ranch WTP			Hays Caldwell WTP		
Date	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG
Jan-24	214.52	6.92	9.87	269.09	8.68	11.58	69.22	2.23	2.62
Feb-24	203.50	7.02	10.32	228.37	7.87	10.52	61.52	2.12	2.49
Mar-24	239.01	7.71	8.95	264.10	8.52	11.11	64.24	2.07	2.46
Apr-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jun-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jul-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Aug-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sep-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oct-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nov-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dec-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	YTD Total MG		657.03	YTD Total MG		761.56	YTD Total MG		194.99
	YTD Acre-feet		2,016.35	YTD Acre-feet		2,337.15	YTD Acre-feet		598.41

Comments:

MG = Million Gallons

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13750 San Pedro Ave.
Suite 350
San Antonio, TX 78232

TEL 210.447.6250

www.GarverUSA.com

Canyon Regional Water Authority
Lake Dunlap WTP Membrane Evaluation

To: Kerry Averyt, PE, General Manager
Randy Schwenn
Canyon Regional Water Authority

From: Greg Swoboda, PE

Date: April 10, 2024

RE: Lake Dunlap WTP Membrane Evaluation
Project Status Report

Below is a status update for the Lake Dunlap WTP Membrane Evaluation.

1. Membrane performance evaluation findings draft submitted to CRWA team for review. Draft report submitted on 3/26/2024.
    a. Plant water quality data was reviewed and included in the report.
    b. Membrane performance was reviewed and evaluated in the report.
    c. Support Systems were reviewed and evaluated in the report.
    d. Key findings were summarized in the report for review by CRWA.
    e. Recommended next steps identified in the draft report for review by CRWA.
2. Report will be finalized pending CRWA review.
3. Key Findings:
    a. Membrane System Upgrades are recommended.
        i. Provide 3 new equally sized membrane filter units (44 modules/rack).
        ii. This change will reduce normal operating flux (instantaneous) from around 220 GFD to approximately 160 GFD.
    b. Membrane Support System Upgrades are recommended.
        i. Replacement of the UF Feed Strainers is recommended. The existing strainers are older models and locating spare parts is challenging.
        ii. Replacement of the UF Feed Pumps is recommended. Providing an additional 10 PSI of supply pressure would expand the permeability range of the membranes by approximately 40%, allowing the system to experience more fouling prior to backwashing.

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iii. Adding one new backwash pump and piping is recommended. The change would allow the system to operate with a second backwashing queue, allowing for shorter filtration cycles and more ability to clean at times when unusually high fouling is occurring.

c. Pretreatment System Upgrades
   i. Continue using the current coagulant while assessing the performance of other coagulants at bench scale. The current coagulant is working ok, but other formulations may help control carryover.
   ii. Evaluate clarifier improvements, either by adding a new clarifier or by adding plate/tube settlers in the existing clarifiers to improve performance at high flow and at times when the clarifiers are upset.
   iii. Evaluate ozone addition upstream of the clarifiers. The ozone will help to treat organics in the water that can foul the ceramic membranes.

4. Next Steps
   a. Membrane System Expansion Project – Considered High Priority and Accelerated
      i. Use preselection and pre-negotiation to accelerate equipment delivery.
         1. Procure 3 new UF trains and membranes.
         2. Preselect/Prenegotiate new feed strainers.
         3. Preselect/Prenegotiate new feed pumps.
      ii. Design of improvements in parallel.
      iii. Permitting undertaken after design (TCEQ ATC)
      iv. Construct Improvements – December 2024 (depending on TCEQ and CRWA bid/procure requirements) start construction timeframe with preselected equipment.
   b. Pretreatment Improvements Project – Considered High priority, regular design/construction project.
      i. Evaluate clarifier and plate settler expansion options.
      ii. Pilot test preozonation, plate settlers and alternative coagulants – duration (3 months)
      iii. Design of Improvements
      iv. Permitting undertaken after design (TCEQ ATC)
      v. Construct Improvements Start Fall 2025.

Xc: Buddy Boysen, Garver
Jeff Meadows, Garver

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Utility Engineering Group, PLLC
191 N. Union Ave., New Braunfels, Texas 78130
Tel 830.214.0521

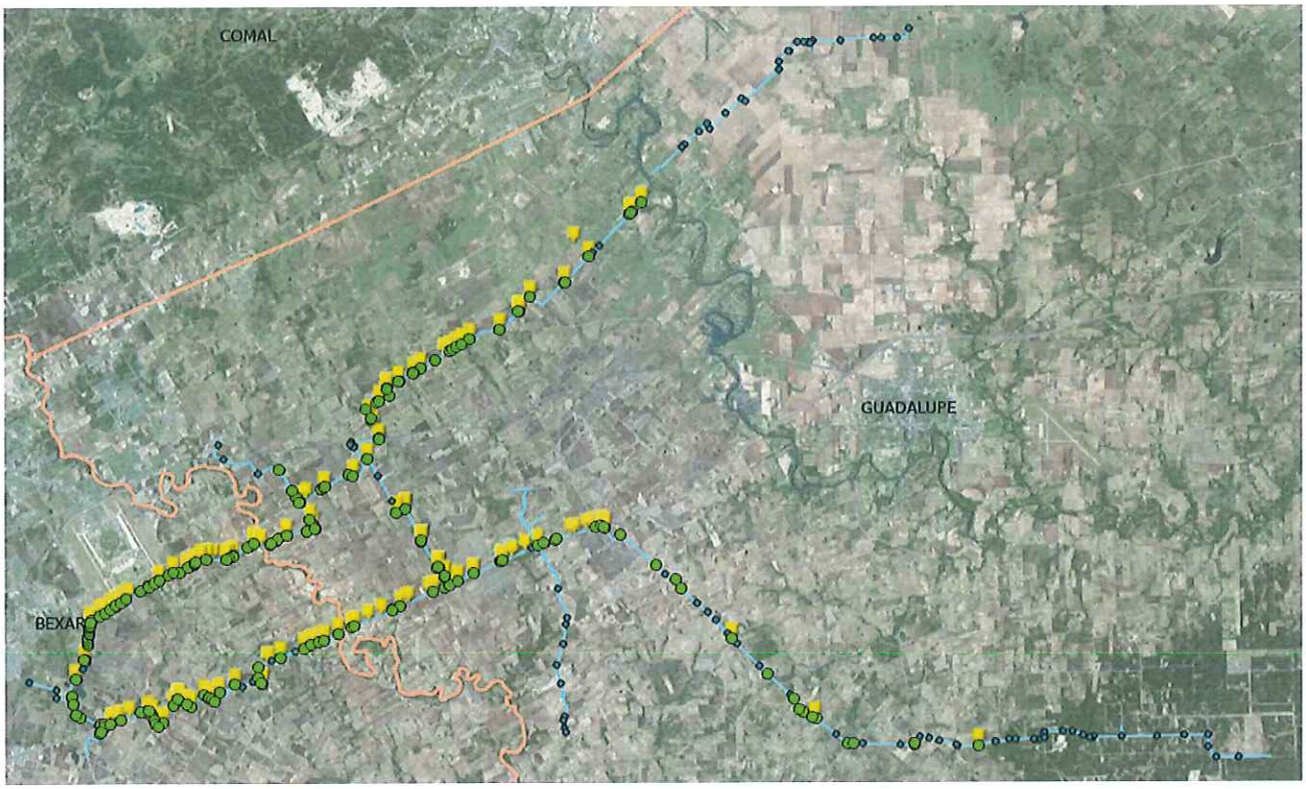
PROJECT STATUS REPORTS

PROJECT STATUS REPORT SUMMARY

REPORT DATE	PREPARED BY
April 10, 2024	David Kneuper, P.E. – Utility Engineering Group

CRWA GIS SYSTEM STATUS SUMMARY

Since the last project status report to Canyon Regional Water Authority (CRWA), the Global Positioning System (GPS) field verification data collection continues. As of the date of the preparation of this report, field verification data collection for portions of the Mid-Cities Transmission Main Phase IIb IH-10 and Loop 1604 to FM 725 and Lakeside Pass have been completed. Additionally, the section from IH-10 and Loop 1604 to FM 775, heading towards the Wells Ranch WTP, has been collected. Currently, 70-75% of the field verification work has been completed. The anticipated completion date of the field verification work is 4/26, which is approximately 15 weeks from the field verification kick-off meeting that was held on 1/9. Below is a location map showing the assets to be field verified (cyan) and the current progress (green):



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The project base scope of services is complete pending the additional Hays Caldwell transmission main system final as-built uploads. Currently, $84,197.50 (73%) of the Phase 4 overall total budget ($114,807.50) has been invoiced.

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.

Since the last project status report, the project pre-construction meeting was held on 2/27. The project Notice-to-Proceed has been issued for 2/29, giving the Contractor 120 calendar days to reach Substantial Completion and 150 calendar days (total) to reach Final Project Completion. The Contractor expects the required casing spacer material deliveries to occur 4/19. The Contractor will start work at the Santa Clara intersection, installing the project split casing. UEG is working with TxDOT and the Contractor to coordinate the work area with TxDOT's Contractor at the Santa Clara intersection. Work at the Zuehl intersection will be dependent on the pipeline material delivery schedule and coordination with CRWA on timing of the tie-ins.

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.

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 was approved by the Board of Trustees on 5/8/23 and executed by TxDOT on 5/16/23.

Since the last project status report, a second TxDOT field pre-construction meeting was held on 2/6. The project Notice-to-Proceed was issued for 2/13, giving the Contractor 120 calendar days to reach Substantial Completion and 150 calendar days (total) to reach Final Project Completion. Material deliveries started the week of 2/18 with construction of the bore pit starting in early March. Currently, UEG is processing a TxDOT permit revision to adjust the pipeline alignment 3.5-feet to accommodate the boring equipment within the existing bore pit boundaries. The delivery of the boring machine is scheduled the week of 4/8.

With the Notice-to-Proceed issued for 2/13, the Contract Documents give the Contractor 120 calendar days to reach Substantial Completion (6/12). The current construction contract amount is $731,420.79. Proposed Change Order No. 1 has been provided to CRWA staff for review and includes the removal of the 30-inch gate valve from the project. The lead time for delivery of the valve is currently 36-38 weeks, which conflicts with TxDOT's relocation project schedule. Change Order No. 1 is a deduct change order in the amount of ($106,537.24), lowering the contract value to $624,883.55. The project is not fully reimbursable, based on the approved Standard Utility Agreement with TxDOT and proposed Change Order No. 1, approximately $125,101.69 (20.02%) would be reimbursable.

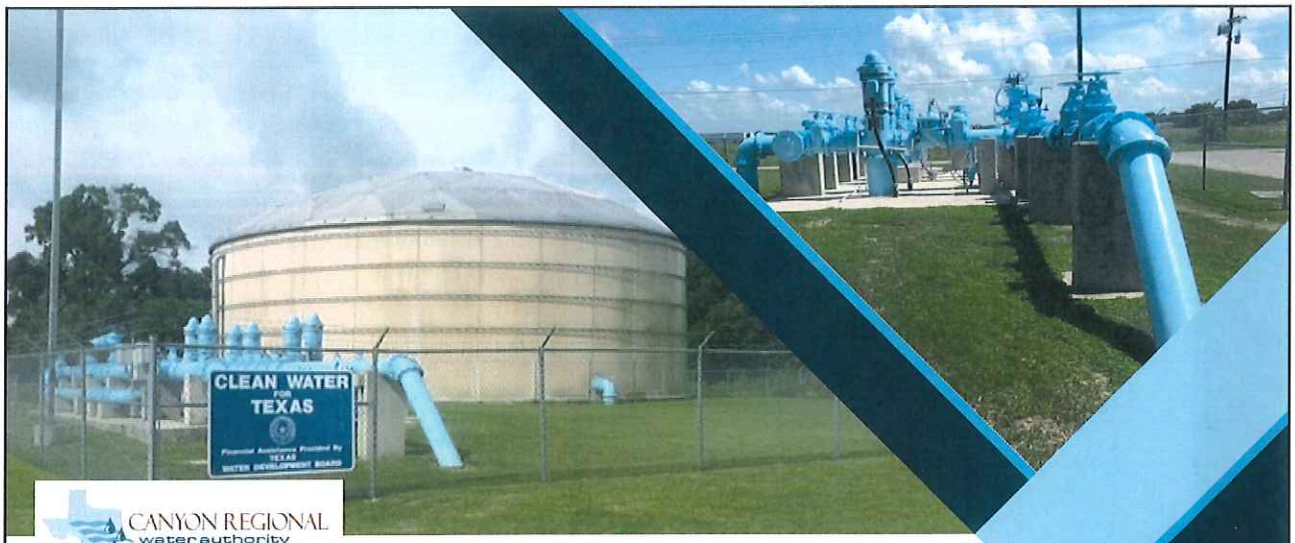
WATER SYSTEM STANDARDS & TECHNICAL SPECIFICATIONS DEVELOPMENT STATUS SUMMARY

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 project status report to CRWA, UEG has revised the draft water system details based on CRWA comments. Additionally, UEG finalized work on the draft water system technical specifications, submitting the updated details and draft specifications to CRWA on 2/16.

Currently $21,865.00 (88%) of the total project budget ($24,760) has been invoiced.

50



CANYON REGIONAL water authority

CANYON REGIONAL WATER AUTHORITY

Hays Caldwell Water Treatment Plant Improvements | Project Update, 4/15/2024

ARDURRA

1

Project Updates

HC WTP Facility Improvements:

- Phase 1 Bidding Status
  - *Recommendation of Award was provided to CRWA and discussed at the Construction Committee Meeting on Jan 30, 2024 as well as February 27, 2024.*
  - *Notice of Award document was provided to CRWA for signature.*

HC WTP Membrane Replacement Project:

- Continue design coordination with design subdisciplines and Pall.

TWDB SWIFT Application:

- Abridged application for 2024 SWIFT was submitted on January 31, 2024. Scope includes membrane replacement and remainder from the current improvement project.
- RFIs from TWDB were received on February 17, 2024 and March 7, 2024 and responses were provided by Ardurra.
- Full application is due later after projects are prioritized (summer 2024).

ARDURRA

2

Project Updates

TWDB DWSRF Application:

- Project Information Form (PIF) submitted on March 1, 2024.
- Two separate PIFs, one for HC WTP Expansion (Phase 2 +Membrane), and one for Pipeline.
- Rating and ranking process expected in March through May.

Wells Ranch II Emergency Generator Improvements:

- Site visit conducted on February 29, 2024.
- Proposal was submitted on March 25, 2024.

ARDURRA

3

Questions?

4

CANYON REGIONAL WATER AUTHORITY
BOARD APPROVED ADMINISTRATIVE POLICIES

DEFINITIONS

Unless the context requires otherwise, the following terms and phrases used in the model policies shall mean the following:

(1) The term Authority shall be used interchangeable with the term "district" to denote Canyon Regional Water Authority, established by the Texas Legislature, August 28, 1989, upon signature of Governor William Clements.

(2) The term "board" means the Board of Trustees of the Authority of the District, as more particularly defined by the By-Laws.

(3) The term "officials" means the members of the Board of Trustees, Board of Managers, officers, employees and businesses engaged in handling investments for the district.

(4) The Authority is a regional water supplier of wholesale water and shall comply with its enabling Act and general law and administrative policies applicable to the Authority's water development, production and delivery activities.

ARTICLE I.
PURPOSE OF DISTRICT

Section 1.01 The Authority was created for the following purposes:

(1) To purchase, own, hold, lease, and otherwise acquire sources of potable water supply;

(2) To build, operate, and maintain facilities for the treatment and transportation of water;

(3) To sell potable water to local governments, water supply corporations, and other persons living in this state; and

(4) To protect, preserve, and restore the purity and sanitary condition to water in the Authority.

ARTICLE II.

GENERAL POLICIES

Section 2.01 The code of ethics and other administrative policies are adopted for the following purposes: (a) to assure compliance with Section 50.381 of the Texas Water Code, as amended; (b) to encourage high ethical standards in official conduct by the officials of the District; and (c) to establish guidelines for such ethical standard of conduct.

Section 2.02 It is the policy of the district that district officials shall conduct themselves in a manner consistent with sound business and ethical practices; that the public interest shall always be considered in conducting business; that the appearance of impropriety shall be avoided to ensure and maintain public confidence in the district; and that the board shall control and manage the affairs of the district fairly, impartially, and without discrimination, and in accordance with the stated purpose of the district.

Section 2.03 Qualifications of members of the Board of Trustees, Board of Managers and General Manager shall be as follows:

(1) A person shall not serve as a member of the Board of Trustees or Board of Managers if he or she is not qualified to do so under the provisions of the district's enabling legislation.

(2) Within 60 days after the board determines that any member of the Board of Trustees or Board of Managers is not qualified to serve on the board, it shall replace such member of the Board of Trustees or Board of Managers with a person who is qualified.

(3) Any member of the Board of Trustees or Board of Managers not qualified to serve on the respective board, who willfully occupies an office and exercises the duties and powers of that office, may be subject to penalties under the Texas Water Code, including possible conviction of a misdemeanor and imposition of a fine.

(4) Within a month of appointment, all members of the Board of Trustees or Board of Managers must undergo Texas Open Meetings and Texas Public Information Act training as required by Texas Government Code §§ 551.005 and 552.012 respectively. Upon completion, each Trustee or Manager must file a record of such training with the Secretary of the Board of Trustees.

(5) The General Manager shall possess demonstrated experience and knowledge in the operation and supervision of a retail public water entity and the acquisition, treatment and delivery of water pursuant to the requirements of the Texas Commission on Environmental Quality and Texas Public Utility Commission upon that Agency's jurisdiction affecting the District's

functions. The General Manager shall serve from year to year as the Chief Executive Officer of the Authority under such terms and conditions as the Board of Trustees and General Manager shall determine appropriate. The General Manager shall have an annual review to be determined at a date and time mutually convenient. Such review shall be conducted by the Executive Committee of the Board of Trustees. The conduct of the review shall be a confidential personnel record of the Authority subject to any changes in benefits or specific requirements for performance of duties that the Executive Committee shall deem appropriate and recommend to the Board of Trustees. In the absence of a specific written contract, the General Manager shall serve from year to year on a continuing basis and upon such terms and conditions as the Executive Committee shall recommend to the Board of Trustees for formal approval respecting benefits or other matters concerning conditions and benefits for performance of the job. The General Manager shall be responsible for all employees, their benefits and performance, and the General Manager shall report his or her recommendations in such a manner that the budget requirements for said employees are properly included in the budgeting process.

(6) The General Manager's job description is more particularly set out in the General Manager's Job Description, included as Attachment "A" to these Administrative Policies and incorporated by reference.

Section 2.04 Conflicts of Interest:

(1) A district official is prohibited by Chapter 171 of the Local Government Code from participating, directly or indirectly, in a vote or a decision or from acting as a surety on any matter involving a business entity in which the official has substantial interest, if it is reasonably foreseeable that an action on the matter would confer an economical or any other benefit on the business entity.

(2) In cases of conflicts of interest, district officials shall disclose such conflicts and shall file with the board secretary an affidavit stating the nature and extent of the conflict of interest. Thereafter, that district official shall abstain from participation in the matter as provided by law.

(3) District officials shall not disclose, without written legal authorization, confidential information to advance the financial or other private interests regarding any contract or transaction which is or may be the subject of an official action of the district.

(4) The district may not contract for the purchase of services or personal property directly with a district official or with a business entity in which a district official has substantial interest except as permitted by law.

(5) The board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a member of the Board of Trustees or Board of Managers has a substantial interest. The member of the Board of Trustees having the substantial interest may not participate in that separate vote, but may vote on final budget if the separate budget item voted on does not exceed 10% of the total budget.

Section 2.05 The board shall not confirm the appointment to any position, nor award a contract, to a person related to a member of the board or employee within the second degree by affinity (marriage) or within the third degree by consanguinity (ancestry) when the salary or other compensation of such appointee is paid, directly or indirectly, from district funds, except as provided by Tex. Rev. Civ. Stat. Ann. Art 5996(a) (Vernon Supp. 1988).

Section 2.06 Acceptance of Gifts:

(1) A district official shall not solicit, accept, or agree to accept any benefit or value from a person or business entity the district official knows is interested in or likely to become interested in any contract, purchase, payment, claim, or other transaction involving the exercise of their discretion as a public servant, or any matter before the board, or likely to come before the board for any decision, opinion, recommendation, or vote.

(2) The prohibition against gifts of favors in section 1.06(A) shall not apply to:

(a) an occasional non-pecuniary gift, valued at less than $25.00; or

(b) an award publicly presented in recognition of public service.

Section 2.07 No board member, officer, or employee shall permit any personal or unauthorized use of district-owned or district-controlled equipment, materials, supplies, or property. Disposition of district property shall be in accordance with state law.

No personal property shall be used for the Authority's business except with prior written approval.

Cell phones, smartphones, laptops or similar electronic devices belonging to the District, may be used to receive or send personal messages; provided, however, if so used the equipment, messages and physical

control of the equipment shall be available to document or retrieve office, government or public business without limitation per public policy of the District and applicable state law.

ARTICLE III.
TRAVEL EXPENDITURES POLICY

Section 3.01 The board hereby establishes policies for reimbursing members of the Board of Trustees or Board of Managers, officers, and employees for necessary and reasonable travel expenses incurred while conducting business or performing official duties or assignments.

(1) Authorized expenses include cost of meals, lodging, commercial travel, in some cases personal automobile mileage, and other necessary and reasonable costs incurred while on official business away from designated headquarters.

(2) Reimbursement for travel expenses shall be subject to approval by the Board of Trustees, which approval shall not be unreasonably withheld upon reasonable documentation suitable for audit. The reimbursement request shall include a statement of the business purpose of the travel, date, time, and place, and shall be accompanied by supporting receipts and invoices as required by the board by these policies.

Section 3.02 Members of the Board of Trustees or Board of Managers shall be entitled to compensatory per diem for days spent on official business in the amount prescribed by law, not to exceed the number or days prescribed in the district's enabling legislation, in addition discussed in sections 3.03 and 3.04 below.

Section 3.03 Unless further restricted by legislation, reimbursement to members of the Board of Trustees or Board of Managers for actual expenses for meals and lodging shall not exceed the maximum amount allowed for state legislators.

Section 3.04 Members of the Board of Trustees, Board of Managers, or employees who use personal vehicles while on district business travel may be reimbursed for actual miles driven at the current rate allowed by the Internal Revenue Service. Mileage will be computed by the most direct route, and the use of personal vehicles for district travel must be approved where feasible by the board in advance. Members of the Board of Trustees, Board of Managers, or employees traveling by commercial transportation are entitled to reimbursement of the actual cost of necessary transportation for performing official business, except the reimbursement for air transportation shall not exceed the next lowest available airline fare below first class unless such is not available.

ARTICLE IV.
INVESTMENTS

Section 4.01 The Investment Policy is more particularly set out in the Investment Policy, included as Attachment "B" to these Administrative Policies and incorporated herein by reference.

ARTICLE V.
PROFESSIONAL SERVICES POLICY

Section 5.01 This professional service policy has been adopted to provide for the selection, monitoring, review, and evaluation of the district's professional service contracts, in accordance with the Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). Consultants retained by the district to provide professional services include, but are not limited to, legal, engineering, financial advisor, management, bookkeeping, and auditing. Selection of such consultants shall be based upon their qualification and experience to the extent applicable under the Professional Services Procurement Act.

Section 5.02 The performance of the consultants providing professional services to the district shall be regularly monitored and reviewed by the manager, and board. The Policy Committee shall provide such monitoring and review as directed by the board.

ARTICLE VI.
MANAGEMENT POLICY

Section 6.01 The board desires to adopt a policy to ensure effective use of management information, including the use of budgets in planning and controlling costs, the establishment of a functioning Budget Committee, and the use of uniform reporting requirements. The manager and budget committee shall be governed by GASB 54 and any other budget, accounting and audit standards that are applicable upon the preparation for or commencement of a fiscal year. The auditor's opinion of applicable processes and requirements shall be sought in writing.

Section 6.02 District accounting records shall be prepared on a timely basis and maintained in an orderly manner, in conformity with generally accepted accounting principles and the more stringent requirements of the Texas Commission on Environmental Quality, Texas General Services Commission, or any successor entities to such. Electronic retention shall meet the requirements of this policy, to the extent that such does not conflict with state law. Such records shall be available for public inspection during regular business hours at the district's office.

Section 6.03 Audit Requirements:

(1) Unless otherwise exempted by the rules of the Texas Commission on Environmental Quality as described in 5.03(C), the district's fiscal accounts and records shall be audited annually in accordance with State law governing the audits of water districts, at the expense of the district, by a certified public accountant familiar with the Texas Commission on Environmental Quality's rules, regulations, standards, and guidelines applicable to water district audits. As of the date of adoption of these policies, sections 50.371-50.379 of the Texas Water Code, 31 Texas Admin. Code Section 293.94 (Rules of the Texas Commission on Environmental Quality), Government Generally Accepted Accounting Procedures, the most current Governmental Accounting Standards Board statement, and any other applicable audit standards govern the audits of water districts (the "Audit Laws").

(2) The audit, or other required reports, shall be completed and filed within the time limits established by the Audit Laws. Copies shall be filed with the Texas Commission on Environmental Quality, together with an annual filing affidavit in the form prescribed by the Audit Laws. In the event the board refuses to approve the annual audited report, the district shall file a statement with the audit which explains the reason for disapproval of the audit.

(3) If the district does not have sufficient revenues or activity so that it meets the requirements of the Audit Laws for financially dormant or inactive districts, it may prepare and submit an annual financial dormancy affidavit or an annual financial report described in the Audit Laws.

(4) If the district violates the Audit Laws, it may be subject to a civil penalty.

Section 6.04 The board shall establish a Budget committee comprised of at least two Trustees, one of which shall be the board Treasurer and such Trustees as the board may deem appropriate. These persons will be appointed by the chair. The Budget committee shall conduct, at a minimum, an annual review of the district's financial status. The committee shall monitor variances from the district's budget, and shall make recommendations thereon to the board. The committee shall also review the annual district audit, and shall make recommendations thereon to the board.

Section 6.05 The district shall annually adopt a budget in accordance with Rule 31 of the Texas Administrative Code, section 293.94-(J) (3), for use in planning and controlling district expenditures and allocation of such expenses as are necessary and traceable to establish rates and charges pursuant to contract or determined agreeable to the CRWA members and customers if not otherwise provided by contract. Such budget shall take into consideration all district revenues, including, but not limited to utility fees, and surcharges, if any, and all projected district obligations and expenditures. The budget

may be amended at any time but such amendment shall be approved in advance by the board; provided, however, the manager of the district may have the authority to reallocate up to 10% of any numbered line item within the same category, as initially approved by the board; and, such action shall be immediately reported to the Budget committee and to the Board of Trustees at the next monthly meeting.

ARTICLE VII.
RECORDS MANAGEMENT AND PUBLIC INFORMATION

Section 7.01 The purpose of this Policy is to establish guidelines to assure compliance with the Texas Local Government Records Act and the Texas Public Information Act (**"TPIA"**). These guidelines shall conform to state law and affirm that the district functions shall be open to public inquiry and that the public has access to information and records of the district as provided by applicable laws. Upon appointment, any Board of Trustee or Board of Managers appointee shall have thirty (30) days to take the Attorney General's Open Records and Open Meetings Act training and certificate of completion shall be filed with the Secretary of the Board of Trustees. To the extent such law shall be amended, these policies shall conform to such amendment.

Section 7.02 Records Management Requirements: State law requires and good business practices dictate that all district records and information ("District Information") be managed in accordance with the provisions of this policy. The District Information includes all information and records in any format that is collected, assembled, or maintained in connection with the transaction of official business: (1) by the district; or (2) for the district, if the district owns the information or has a right of access to it. District Information includes any and all documents, writings, maps, drawings, and electronically stored information (including electronic mail). Specifically:

(1) District Information must be created, captured, stored, maintained, and disposed of in compliance with the district's Records Management Program pursuant to Chapter 201, Local Government Code, as amended from time to time.

(2) District Information belongs to the district and not to the particular individuals who create it. Information and records must transfer intact to successors when staff changes are made.

(3) District Information must be composed with a concern for ethics, legal compliance, safety, and proper business practices.

(4) Unauthorized destruction, removal, or use of District Information is prohibited.

(5) District Information must be protected from loss, including desk files, cell phone data and other stored information required for retention as public data upon personnel departure.

(6) The district hereby designates the General Manager as the District's "TPIA Response Officer" who shall also be responsible for generating District Information for purposes of state records management and retention requirements.

(7) All District Information must be carefully protected and preserved from deterioration, alteration, mutilation, loss, removal or destruction, except as provided by approved retention schedule and established destruction procedures.

Section 7.03 Public Information Requirements: As a governmental entity, the District is subject to the Open Records requirements of TPIA.

(1) District Information is presumed to be open to public inspection and copying unless an exception to disclosure applies.

(2) In the normal course of conducting business, it is necessary for the district to provide public information to any requestor including residents, government officials, vendors and others.

(3) It is the policy of the district to provide access to and copies of the District Information maintained by the district as reasonably prompt as possible after a request is made, except where the requested information may be exempted from disclosure or a request for an Attorney General Ruling is made. District Information not exempt from disclosure is available for inspection by the public during posted business hours, as provided by this policy.

Section 7.04 Request Procedure: The District must respond to written requests ***within*** 10 business days ***or exceptions to disclosure are waived*** as a matter of law.

(1) A request for District information is considered received by the district when it is received in writing (including hand delivery, mail, email, fax, or physical delivery at the district's office).

(2) If the request is received via electronic mail or facsimile, the request must be made to the district's TPIA Response Officer or his/her designee to be considered a written request.

(3) If the written request is unclear, with respect to the information or records being sought, the TPIA Response Officer, may ask the requestor to clarify the request.

(4) State law ***prohibits*** the district's TPIA Response Officer or any employee from asking a requestor the purpose or reason for the request.

Section 7.05 Records Request Processing:

(1) The district's TPIA Response Officer, in consultation with the district's legal counsel, may designate certain categories of information that may be released directly upon request to the public.

(2) After review and consultation with legal counsel, the TPIA Response Officer shall either (1) release the requested District Information to the requestor with statement for costs related to copying and preparation; or (2) refer the District Information request to legal counsel to determine through the Texas Attorney General's Office if the requested District Information is excepted from public disclosure.

Section 7.06 The district can only assert an exception to public disclosure of information or records if the district formally requests a decision from the Texas Attorney General, asserting the exception within ten (10) business days of the date the request is received in writing. Legal Counsel will be responsible for preparing requests to the Attorney General to assert appropriate exceptions.

Section 7.07 The district's TPIA Response Officer shall prominently display the official Texas Building and Procurement Commission sign informing the public of their rights to public information, the duties of the district to provide public information pursuant to existing law, and the procedures for obtaining information.

Section 7.08 Pursuant to 1 TAC, Chapter 111, Subchapter C, the district incorporates by reference costs of copies of public information and all related charges, including such items as oversized paper, labor charges for programming, et cetera. Rule 111.63 as of August 23, 2005, is included by reference. Rule 111.70, Summary of Charges, is included herein by reference. It is further provided that any requests for copying 10 or fewer pages of standard 8 ½ x 11 paper shall be waived.

Section 7.09 Records retention shall comply with Texas Government Code, Subchapter J, Preservation and Management of Local Government Records. Section 441.161 provides that the Local Government Records Committee shall review and approve records retention schedules and such rules as are appropriate and may be adopted by the Commission under the authority of §441.165. Rules of the Texas State Library and Archives Commission applicable to local government, are hereby included by reference for purposes of setting forth within this policy retention rules applicable to the district.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01 Any references herein to the masculine or feminine gender shall be deemed to be inclusive of any gender or sexual persuasion, and are intended for use in a neutral, non-discriminatory application.

ARTICLE IX.
OPEN MEETINGS

Section 9.01 The board officially finds, determines, and declares that these codes of ethics and policies were reviewed, carefully considered and adopted at a regular meeting of the board on January 11th, 1993, revised May 13th, 1996 and that a sufficient written notice of the date, hour, place and subject of this meeting in accordance with all applicable requirements of Chapter 551 of the Texas Government Code.

ARTICLE X.
OFFICIAL SEAL

Section 10.01 Board hereby directs the General Manager to secure a seal for the Authority that is circular, that contains the five-pointed Texas star within an interior circle and states Canyon Regional Water Authority in a second, exterior circle with the date 1989 centered at the bottom.

ARTICLE XI.
DATE OF ADOPTION

These policies were originally adopted January 11th, 1993, and revised May 13th, 1996. This revision was adopted upon motion made by _____, and seconded by _____, and upon discussion, the Board voted with __ Directors in favor, __ opposed, __ abstained, and __ absent, and the motion thereby PASSED on this ___ day of _____, 2013.

CANYON REGIONAL
WATER AUTHORITY

_____
Steve Liparoto
Chair
Board of Trustees

Attest:

_____

Secretary
Board of Trustees

(Seal)

ATTACHMENTS: **EXHIBIT A** – Job Description of the General Manager & Chief Executive Officer

EXHIBIT B – Investment Policy

Canyon Regional Water Authority

ADMINISTRATIVE POLICIES

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January 8, 2024

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Table of Contents

Section 1.0 DEFINITIONS

Unless the context otherwise, the following terms and phrases used in this Administrative Policies ("Policies") shall mean the following:

1. The term "Authority" shall be used to denote Canyon Regional Water Authority {CRWA}, established by the Texas Legislature, August 28, 1989, upon signature of Governor William Clements;

2. The term "Board" means the Board of Trustees of the Authority, as more particularly defined by the Bylaws;

3. The Authority is a regional water supplier of wholesale water and shall comply with its enabling Act and general law and administrative policies applicable to the Authority's water development, production, and delivery activities;

4. The term "Member Entity" means those organizations which are Members of Canyon Regional Water Authority and which place Members on the Board of Trustees and the Board of Managers; and

5. The term "Policies" means the rules and regulations governing the operations and activities of the Authority.

6. The term "Representative" includes the following: the Board of Trustees, Employees, Board of Managers, Vendors, Committee Members, or any designee of the General Manager.

Section 2.0 PURPOSE OF AUTHORITY

The Authority was created for the following purposes:

1. To purchase, own, hold, lease, and otherwise acquire sources of potable water supply;
2. To build, operate, and maintain facilities for the treatment and transportation of water;
3. To build and maintain facilities for the collection, treatment, and reuse of wastewater;
4. To sell water to local governments, water supply corporations, and other persons living in this state; and;
5. To protect, preserve, and restore the purity and sanitary condition to water in the Authority.

Section 3.0 GENERAL POLICIES

Section 3.01 Purpose
These Policies are adopted for the following purposes: (a) to assure compliance with the Texas Water Code and other applicable law as it may be amended from time-to-time; (b) to encourage high ethical standards in official conduct by the Board of the Authority; and (c) to establish guidelines for such ethical standard of conduct.

Section 3.02 Board Conduct
It is the policy of the Authority that the Authority Board shall conduct themselves in a manner consistent with sound business and ethical practices; that the public interest shall always be considered in conducting business; that the appearance of impropriety shall be avoided to ensure and maintain public confidence in the Authority; and that the Board shall control and manage the affairs of the Authority fairly, impartially, and without discrimination; and, in accordance with the stated purpose of the Authority.

Section 3.03 Training
Within thirty (30) days of appointment, all members of the Board of Trustees must undergo Texas Open Meetings and Texas Public Information Act training as required by the Texas Government Code. Upon completion, each Trustee must file a record of such training with the Secretary of the Board of Trustees.

1. The General Manager shall possess demonstrable experience and knowledge in the operation and supervision of a retail and or wholesale public water entity and the acquisition, treatment, and delivery of water pursuant to the Safe Drinking Water Act and Clean Water Act. The General Manager shall serve from year-to-year as the Chief Executive Officer of the Authority under such terms and conditions as the Board of Trustees and General Manager shall determine appropriate. The General Manager shall be responsible for all employees, their benefits and performance; and the General Manager shall report his or her recommendations in such a manner that the budget requirements for said employees are properly included in the budgeting process.

2. The General Manager's job description is more particularly set out in the General Manager's Job Description, included as Attachment "A" to these Administrative Policies and incorporated herein by reference.

3. The General Managers Performance Review processes include the following steps:

    a. The General Manager will prepare a detailed schedule for the annual review process and present it to the Executive Committee for their review and approval by May 10th of each year.

    b. The General Manager completes the results section of the Goals approved by the Authority's Board of Trustees as part of the previous year's performance review process and accomplishments. The results section is generally to be completed by May 15th of each year.

    c. The General Manager e-mails the Board of Trustees detailing the schedule for the review and telling them the name of the person within the legal counsel team that will be sending out and collecting the annual performance evaluation documents. The e-mail should be sent out generally by May 23rd of each year.

d. The legal counsel team collects the performance evaluation documents, tabulates the scores and comments into a summary. The legal team will reach out to any Board members that have not responded by the due date. The summary should generally be completed by June 15th of each year and then presented to the Executive Committee.

e. The Executive Committee will email the summary to the Board of Trustees.

f. The Board of Trustees will meet in Executive Session at the July Board meeting to discuss the results of the annual performance evaluation. The Board may elect to share the results with the General Manager at the meeting or may share the information afterwards.

g. After the performance evaluation feedback has been received, the General Manager will prepare a proposed set of goals for the following fiscal year. The Board of Trustees will consider the goals at their August meeting, will amend them as necessary, and will ultimately approve a set of goals at the next Board meeting. Schedule may be adjusted, as necessary. A copy of the evaluation will be maintained in the employee's personnel file.

SAMPLE FORMS:

Sample GM Performance Evaluation Form
Sample GM Performance Evaluation Score Sheet

Section 3.04 Conflicts of Interest

1. An Authority Official is prohibited by the Local Government Code from deliberating and or participating, directly or indirectly, in a vote or a decision or from acting as a surety on any matter involving a business entity in which the Official has substantial interest, if it is reasonably foreseeable that an action on the matter would confer an economic or any other benefit on the business entity and will annually execute the disclosure statement.

2. In cases of conflicts of interest, the Authority's Board shall disclose such conflicts and shall file with the Board Secretary an affidavit stating the nature and extent of the conflict of interest. Thereafter, that Authority Official shall abstain from participation in the matter as provided by law.

3. Authority's Board shall not disclose, without written legal authorization, confidential information to advance the financial or other private interests regarding any contract or transaction which is or may be the subject of an official action of the Authority.

The Authority may not contract for the purchase of services or personal property directly with an Authority Official or with a business entity in which an Authority official has substantial interest except as permitted by law. The Board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a member of the Board of Trustees or Board of Managers has a substantial interest. The member of the Board of Trustees having the substantial interest may not participate in that separate vote but may vote on the final budget if the separate budget item voted on does not exceed 10% of the total budget.

Attachment; the Authority's Conflict of Interest Affidavit

Section 3.05 Employment
The Board may confirm the appointment to any position and award a contract to a person related to a member of the Board of Trustees or Authority employee within the second degree by affinity (marriage) or within the third degree by consanguinity (ancestry) when the salary or other compensation of such appointee is paid, directly or indirectly from Authority funds as referenced in Section 2.04 in this document, except as provided by Tex. Rev. Civ. Stat. Ann. Art 5996(a) (Vernon Supp. 1988).

Section 3.06 Impartiality, Gifts and Charitable Contributions

The Authority's employee or Trustee may not engage in any of the following at any time:

1) Accept or solicit any gift, favor, or service that might reasonably tend to influence the Trustee or employee in the discharge of official duties, or that the Trustee or employee knows or should know is being offered with the intent to influence the Trustee or employee's official conduct;

2) Accept other employment or engage in a business or professional activity that the Trustee or employee might reasonably expect would require or induce the Trustee or employee to disclose confidential or business information acquired by reason of the official position with the Authority;

3) Accept other employment or compensation that could reasonably be expected to impair the Trustee or employee's independence of judgment in the performance of the Trustee or employee's official duties;

4) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the Trustee or employee's official powers or performed by the Trustee or employee's official duties in favor of another;

5) Without limiting the generality of the foregoing, the Authority employee or Trustee may not, directly or indirectly, solicit or accept any gift, contribution or donation including without limitation a donation made through a private or public crowdsourcing or fundraising platform, in excess of $50.00 per year from any vendor, supplier or consultant of the Authority or from any person or entity who the Authority employee knows is interested, or likely to become interested, in any contract, purchase, payment, claim or transaction, irrespective of whether the Authority employee will perform any activity or exercise any discretion in connection with such contract, purchase, payment, claim or transaction. The prohibitions contained in this Section apply regardless of whether the donor seeks or expects anything in consideration for the benefit; or

6) Employees and Trustees are prohibited from publicly endorsing products, consultants, industry technology used, or professional services associated with or paid for by the Authority without the written authorization from the Authority Board.

Section 3.07 No Board member, officer, or employee shall permit any personal or unauthorized use of Authority-owned or Authority-controlled equipment, materials, supplies, or property. Disposition of Authority property shall be in accordance with state law.

No personal property shall be used for the Authority's business except with prior written approval.

Cell phones, smartphones, laptops, or similar electronic devices belonging to the Authority, may be used to receive or send personal messages; provided, however, if so used, the equipment, messages and physical control of the equipment shall be available to document or retrieve office, government, or public business without limitation per public policy of the Authority and applicable state law.

Section 4.0 TRAVEL EXPENDITURE POLICY

Section 4.01 Reimbursement of Travel Expenses
The Board hereby establishes policies for reimbursing members of the Board of Trustees or Board of Managers, and employees for necessary and reasonable travel expenses incurred while conducting overnight business or travel while performing official duties or assignments. Reimbursement will be based on current IRS per diem guidelines and mileage reimbursement guidelines.

Section 4.02 Unless further restricted by legislation, reimbursement to members of the Board of Trustees for actual expenses for conferences, training and lodging expended for the regular conducted business of the Authority shall be reasonable, and customary as provided by at the current rate allowed by the Internal Revenue Service.

Section 4.03 Members of the Board of Trustees, or employees who use personal vehicles while on Authority business travel may be reimbursed for actual miles driven at the current rate allowed by the Internal Revenue Service. Mileage will be computed by the most direct route, and the use of personal vehicles for Authority travel must be approved where feasible by the General Manager in advance. Members of the Board of Trustees, or employees traveling by commercial transportation are entitled to reimbursement of the actual cost of necessary transportation for performing official business, except the reimbursement for air transportation shall not exceed the next lowest available airline fare below first class unless such is not available.

Section 5.0 INVESTMENT POLICY

The Investment Policy is defined in a separate document in addition to these Administrative Policies and incorporated herein by reference.

Section 6.0 PROFESSIONAL SERVICES POLICY

The Procurement Policy is defined in a separate document in addition to these Administrative Policies and incorporated herein by reference.

Section 7.0 MANAGEMENT POLICY

Section 7.01 Management Information

The Board desires to adopt a policy to ensure effective use of management information, including the use of budgets in planning and controlling costs, the establishment of a functioning Budget Committee, and the use of uniform reporting requirements. The General Manager and Budget Committee shall be governed by Government Generally Accepted Accounting Procedures, the most current Governmental Accounting Standards Board upon the preparation for or commencement of a fiscal year. The auditor's opinion of applicable processes and requirements shall be sought in writing.

Section 7.02 Accounting Records

Authority accounting records shall be prepared on a timely basis and maintained in an orderly manner, in conformity with generally accepted accounting principles and the more stringent requirements of the Texas Commission on Environmental Quality or other State or Federal agencies. Electronic retention shall meet the requirements of this policy, to the extent that such does not conflict with state law. Such records shall be reasonably available for public inspection.

Section 7.03 Audit Requirements

1. Unless otherwise exempted by the rules of the Texas Commission on Environmental Quality, the Authority's fiscal accounts and records shall be audited annually in accordance with State law governing the audits of water districts, at the expense of the district, by a certified public accountant familiar with the Texas Commission on Environmental Quality's rules, regulations, standards, and guidelines applicable to water district audits. As of the date of adoption, of these policies, the Texas Water Code, 30 Texas Admin. Code Section 293.94 (Rules of the Texas Commission on Environmental Quality), Government Generally Accepted Accounting Procedures, the most current Governmental Accounting Standards Board statement, and any other applicable audit standards govern the audits of water districts (the "Audit Laws"), including reference to arbitrage with respect to any public bonds.

2. The audit, or other required reports, shall be completed and filed within the time limits established by the rules and regulations established by the TCEQ and Bond Covenants. Copies shall be filed with the Texas Commission on Environmental Quality, together with an annual filing affidavit in the form prescribed by the TCEQ and Bond Covenants. In the event the Board refuses to approve the annual audited report, the district shall file a statement with the audit which explains the reason for disapproval of the audit. the authority's annual financial audit shall be posted to the website within ten (10) days after Board approval.

Section 7.04 Budget Committee

The Board shall establish a Budget Committee comprised of at least four Trustees, one of which shall be the Board Treasurer and such other Trustees as the Board may deem appropriate. The President will appoint these persons. The Budget Committee shall conduct, at a minimum, an annual review of the Authority's financial status. The Budget Committee shall monitor variances from the Authority's budget and shall make recommendations thereon to the Board. The Committee shall also review the annual Authority audit and shall make recommendations thereon to the Board. In conjunction with staff and the General Manager, the Budget Committee shall formulate an annual budget to be approved by the Board.

Section 7.05 Annual Budget
The Authority's Board shall annually adopt a budget in accordance with Rule 30 Texas Administrative Code, section 293.97. The budget may be amended at any time, but such amendment shall be approved in advance by the Board; provided, however, the general manager of the Authority shall have the Authority to reallocate up to 10% of any numbered line item within the same category, as initially approved by the Board; and such action shall be immediately reported for Board review at the next monthly meeting. Anything exceeding 10% must have prior approval by the Board.

Section 7.06 Annual Budget Schedule
The Entities are on different budget cycles. In order to provide the Entities with timely input on CRWA's impact to their budget the following schedule will be followed;

- June the Budget Committee and Staff will meet to review a preliminary Budget.
- In the July Board of Managers meeting a draft budget will be reviewed for input and feedback.
- In the August Board of Trustees meeting the budget will be presented for questions and approval sought.

Section 8.0 RECORDS MANAGEMENT AND PUBLIC INFORMATION

Section 8.01 TLGRA AND TPIA

The purpose of this Policy is to establish guidelines to assure compliance with the Texas Local Government Records Act ("TLGRA") and the Texas Public Information Act ("TPIA"). These guidelines shall conform to State law and affirm that the Authority's functions shall be open to public inquiry and that the public has access to information and records of the Authority as provided by applicable laws. Upon appointment, any Board of Trustee or Board of Managers appointee shall have thirty (30) days to take the Attorney General's Open Records and Open Meetings Act training and Certificate of Completion shall be filed with the Secretary of the Board of Trustees. To the extent such law shall be amended, these policies shall conform to such amendment.

Section 8.02 Records Management Requirements

State law requires, and good business practices dictate, that all Authority records and information ("Authority Information") be managed in accordance with the provisions of this policy. The Authority Information includes all information and records in any format that is collected, assembled, or maintained in connection with the transaction of official business: (1) by the Authority; or (2) for the Authority, if the Authority owns the information or has a right of access to it. Authority Information includes but is not limited to, documents, writings, maps, drawings, and electronically stored information (including electronic mail). Specifically:

1. Authority Information must be created, captured, stored, maintained, and disposed of in compliance with the Authority's Records Management Program pursuant to Chapter 201, Local Government Code, as amended from time-to-time;

2. Authority Information belongs to the Authority and not to the particular individuals who create it. Information and records must transfer intact to successors when staff changes are made;

3. Authority Information must be composed with a concern for ethics, legal compliance, safety, and proper business practices;

4. Unauthorized destruction, removal, or use of Authority Information is prohibited;

5. Authority Information must be protected from loss, including desk files, cell phone data, and other stored information required for retention as public data upon personnel departure;

6. The Authority hereby designates the General Manager as the Authority's "TPIA Response Officer" who shall also be responsible for generating Authority Information for purposes of state records management and retention requirements; and

7. All Authority Information must be carefully protected and preserved from deterioration, alteration, mutilation, loss, removal, or destruction, except as provided by approved retention schedule and established destruction procedures.

Section 8.03 Public Information Requirements

As a governmental entity, the Authority is subject to the Open Records requirements of TPIA. Specifically;

1. Authority Information is presumed to be open to public inspection and copying unless an exception to disclosure applies;

2. In the normal course of conducting business, it is necessary for the Authority to provide public information to any requestor including residents, government Board, vendors, and others; and

3. It is the policy of the Authority to provide access to and copies of the Authority Information maintained by the Authority as reasonably prompt as possible after a request is made, except where the requested information may be exempted from disclosure or a request for an Attorney General Ruling is made. Authority Information is not exempt from disclosure and is available for inspection by the public during posted business hours, as provided by this policy.

Section 8.04 Request Procedure
The Authority must respond to written requests ***within*** ten (10) business days ***or exceptions to disclosure are waived*** as a matter of law. Specifically:

1. A request for Authority Information is considered received by the Authority when it is received in writing (including hand delivery, mail, email, fax, or physical delivery at the Authority's office);

2. If the request is received via electronic mail or facsimile, the request must be made to the Authority's TPIA Response Officer or his/her designee to be considered a written request;

3. If the written request is unclear, with respect to the information or records being sought, the TPIA Response Officer may ask the requestor to clarify the request; and

4. State law ***prohibits*** the Authority's TPIA Response Officer or any employee from asking a requestor the purpose or reason for the request.

Section 8.05 Records Request Processing

1. The Authority's TPIA Response Officer, in consultation with the Authority's legal counsel, may designate certain information that may be released directly upon request to the public.

2. After review and consultation with legal counsel, the TPIA Response Officer shall either (1) release the requested Authority Information to the requestor with statement for costs related to copying and preparation; or (2) refer the Authority's Information request to legal counsel to determine through the Texas Attorney General's Office if the requested Authority Information is excepted from public disclosure.

Section 8.06 Exception to Public Disclosure
The Authority can only assert an exception to public disclosure of information or records if the Authority formally requests a decision from the Texas Attorney General, asserting the exception within ten (10) business days of the date the request is received in writing. Legal Counsel will be responsible for preparing requests to the Attorney General to assert appropriate exceptions.

Section 8.07 Cost for Copies of Public Information
The Authority incorporates by reference the procedure for itemizing and charging a requestor for costs of copies of public information and all related charges, as set forth in Sections 552.261 and 552.2615 of the Texas Government Code, as may be amended by the legislature from time-to-time.

Section 8.08 Records Retention
Records retention shall comply with the Texas Public Information Act.

Section 8.9 Email
Records, including business communications of the Authority's Board and employees are the property of the Authority and must be accessible to and controlled by the Authority's information technology staff (or consultant).

Each Trustee, official and employee of the Authority shall receive and send electronic mail pertaining to the business of the Authority exclusively through use of an Authority-issued electronic mail address. Private email addresses and servers shall not be used in connection with any Authority-related business or communications, and no information, data or communications related to the Authority shall be stored on private mail servers.

At the time of hire or other affiliation with the Authority as a Trustee or Official, the Authority's information technology staff or consultant shall issue a unique email address affiliated with the Authority.com domain. Notwithstanding such use, all information, data, and communications stored on an Authority-issued email address shall be owned by the Authority, who shall maintain the same as a governmental record to the extent required by applicable law. Use of and access to each Authority-issued email address shall terminate upon separation from official capacity with the Authority.

Section 8.10 Social Media

Social Media Accounts
Only the General Manager or his or her designee may establish, create, or operate any social media account on behalf of or in the name of the Authority. In the event that the General Manager elects to establish one or more social media accounts for the Authority, the General Manager or designee shall have the sole authority to post, edit or delete content for all such accounts.
Use of Social Media
Access to the Authority's_Computer equipment and electronic devices is provided solely for business purposes. Accordingly, the Authority-owned Computer equipment shall not be used for accessing, viewing, or posting to social media except for business purposes.

This policy will ensure social media use does not interfere with the operations or mission of the Authority. All representatives of the Authority shall comply with the following responsible practices when using social media. Representatives who use social media for illegal purposes are subject to appropriate legal action.

1. **Protect Confidential Information.** Even when using social media for personal purposes, representatives shall protect the Authority's proprietary and confidential information. Disclosure of the Authority's trade secrets, proprietary or confidential information is prohibited.

2. **Comply with the Authority Policies.** representatives are responsible for ensuring that their online activities do not violate Authority policies, including but not limited to policies prohibiting harassment, discrimination, and retaliation. Representatives are also prohibited from using social media to post or display comments about Authority employees, customers, vendors, suppliers, consultants or other third parties that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Authority 's policies.

3. **Comply with Applicable Laws.** Representatives are responsible for abiding by all applicable laws when using social media, including without limitation intellectual property, data protection, privacy, and libel/slander laws.

4. **Make Clear Representatives Are Not Speaking for the Authority.** When posting online, Representatives are responsible for avoiding any statement or implication that the views or opinions you express are those of the Authority.

Section 9.0 MISCELLANEOUS

Any references herein to the masculine or feminine gender shall be deemed to be inclusive of any gender or sexual persuasion, and are intended for use in a neutral, non-discriminatory application.

Section 9.01 Use of or Connection to Authority Facilities for Private Service or Fireflow
Authority-owned facilities, including without limitation transmission mains, shall be operated, altered, or modified exclusively by Authority staff or authorized contractors.

No person or party, to include a Member Entity, may make any connection to an Authority-owned facility without written authorization from the Board of Trustees. Except for a temporary period during exigent circumstances, the Authority shall not permit use of or connection to any Authority-owned facility for the purposes of providing direct retail water service or fire flow.

Administrative Policies

From and after the date of this policy each Entity shall refrain from utilizing Authority facilities to provide retail water service to any connection. Furthermore, within the time frame to be negotiated and memorialized in a memorandum of understanding between the effected Entities cease use of Authority facilities for such purpose upon written request from the General Manager.

Entities will provide a list of connections that exist as of the date of approval of the Administration Policy and all existing connections are grandfathered.

Section 10.0 OFFICIAL SEAL

The Authority's seal is circular, contains the five-pointed Texas star, within an interior circle, and states Canyon Regional Water Authority in a second, exterior circle with the date 1989 centered at the bottom.

Map of the Authority is Attached

Section 11.0 DATE OF ADOPTION

These policies were originally adopted January 11, 1993, revised May 13, 1996, and October 14. 2013. This revision was adopted upon motion made by _____ and seconded by _____, and upon discussion, the Board voted with __ Trustees in favor, __ opposed, __ abstained, and __ absent, and the motion thereby PASSED on this ___ day of _____, 2024.

CANYON REGIONAL WATER AUTHORITY

_____
Timothy Fousse
President
Board of Trustees

Attest:

_____
Secretary
Board of Trustees

(Seal)

ATTACHMENTS:

EXHIBIT A – Job Description of the General Manager & Chief Executive Officer

EXHIBIT B - Affidavit of Conflict-of-Interest Statement

EXHIBIT C - Affidavit of Relationship Disclosure

- Originally adopted: 1/11/93,
- Revised: 5/13/96,
- Revised: 10/14/2013
- Revised XX/XX/2023

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CRWA CONFLICT OF INTEREST AFFIDAVIT PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 171

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

I, _____, as member of the Board of Trustees of the Canyon Regional Water Authority ("CRWA"), make this affidavit and hereby under oath state the following:

Pursuant to § 171.001(1), Local Government Code, I am a local public official as defined within the Act.

In this case, _____, is the subject business entity.

I am related to the owner(s) of _____ in the first degree of consanguinity (blood) or by affinity I do not have a substantial interest in the business entity for the reasons stated below. Pursuant to Chapter 171, actions by the Board of Trustees of CRWA, may have a special economic effect by reason of a vote or decision of the Board of Trustees of CRWA. Such action is distinguishable from its effect on the general public. (What constitutes a "substantial interest," "business entity," "real property" and a "special economic effect" are terms defined in Chapter 171 of the Texas Local Government Code.)

Within the meaning of Chapter 171, Local Government Code, Conflict Provisions, I do not have a substantial interest in this business entity in any of the following respects. I do not have:

- ☐ an ownership interest of 10 percent or more, including any voting stock or shares of the business entity; or
- ☐ an ownership interest of 10 percent or $15,000 or more of the fair market value of the business entity; or

□ no funds have been received from the business entity and accordingly do not exceed 10 percent of my gross income for the previous year; or

□ no real property is involved, and I have no equitable or legal ownership with a fair market value of at least $2500 in the property at issue or any related property interest of _____.

Upon the filing of this affidavit with the official record keeper for the local governmental entity, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or its real property and from any further participation in this matter whatsoever. +

If at any time any of this information becomes incorrect or untrue, I affirm that I will advise CRWA in writing of such inaccuracy and do so within 10 (ten) business days.

Signed this _____ day of _____, 20____.

_____
Printed Name: _____
Member of the Board of Trustees
Canyon Regional Water Authority

BEFORE ME, the undersigned authority, this day personally appeared (Board of Trustee name)_____ and by oath swore that the facts herein above stated are true and correct to the best of his/her knowledge or belief. Sworn to and subscribed before me on this, the _____ day of _____, 20____.

_____
Notary Public in and for the State of Texas

My commission expires: _____

EXHIBIT A to the Administrative Policy

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
FAIR LABOR STANDARDS ACT STATUS: Exempt Status

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

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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.

APPROVED BY THE BOARD OF TRUSTEES on the ~~14th day of October, 2013~~, as part of the CRWA Administrative Policies.

_____
Tim Fousse
President

Attest:

_____
Doris Stubing
Secretary

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CRWA ANNUAL PERFORMANCE EVALUATION: GENERAL MANAGER

The purpose of the evaluation process is to maintain a strong Board/Manager team by ensuring open and productive communication on an annual basis. During this formal review process, there is an opportunity to identify areas of satisfaction and items needing change or improvement as identified by the Board.

Employee Name _____ Job Title _____

Date _____ Appraisal Period: / / to / /
From To

5	Outstanding	Consistently exceeds job factor expectation and is recognized by employees and/or Board Directors as a leader and positive example for others
4	Above Expectations	Consistently meets and occasionally exceeds job factor expectation.
3	Meets expectations	Consistently meets job expectation.
2	Below Expectations	Frequently fails to meet standards.
1	Needs Improvement	Consistently fails to meet job expectations and a job improvement plan is required.

1. COMMUNICATION AND COMMUNITY RELATIONS:	**Rating:**
Interacts professionally and courteously with the public, supervisors, employees, customers, and others. Delivers presentations in local venues when necessary. Represents the organization to federal, state, regional, local agencies, and private businesses for the benefit of CRWA. Ensures that employees understand how their work relates to the organization's mission. Shares and communicates goals to increase alignment, cooperation, and opportunities to collaborate. Is receptive to new ideas and adapts to new situations. Clearly communicates the direction, required performance, and challenges of change to all involved parties.	1 2 3 4 5
COMMENTS:	

2. GOVERNING BOARD RELATIONSHIP:	**Rating:**
Proactively and periodically meets with Board members to identify, confirm, and address priorities. Effectively implements policies and programs approved by the governing Board; carries out directives of the governing Board as a whole. Keeps the governing Board informed of current plans and activities of CRWA and of new developments; provides the governing Board with anticipated issues that could come before the governing Board.	1 2 3 4 5
COMMENTS:	

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3. FISCAL MANAGEMENT:	Rating:
Adequately oversee the budgeting, accounting, payroll, Bonds, debt, investments, performance reporting, and revenue, of all CRWA finance operations. Oversee the development of CRWA annual budget and financing plans for future projects. Ensure compliance with local, state and federal reporting requirements for budgets, audits, and other financial documents. Understands the relationship of the budget and resources to the strategic plan. Monitors expenditures and resources to ensure spending is within allotments or makes appropriate modifications. Oversees contracts and vendor relationships to include negotiating terms and binding the organization to an agreement. Ensures all contracts are fulfilled in accordance with agreement terms. Complies with contracts, and procurements to preclude fraud or mismanagement of resources. Monitors and verifies ongoing cost effectiveness.	1 2 3 4 5
COMMENTS:	

4. LEADERSHIP:	Rating:
Confidently serves as a driving force in creating a culture that welcomes all employees and community members. Adheres to and models high levels of implementation of written protocols and processes. Serves as a personal model of the change that one expects of others by demonstrating commitment to innovation and continuous improvement in organizational performance. Takes into account CRWA as a whole when making decisions. Identifies and pushes for solutions in which all parts of CRWA can benefit. Builds on ideas of others to come up with new ways to address organizational issues. Generates creative new solutions and approaches to employee issues and organizational processes. Actively pursues learning and self –development.	1 2 3 4 5
COMMENTS:	

5. MANAGEMENT:	Rating:
Establishes clear roles and responsibilities. Builds capacity with CRWA supervisors to lead highly productive meetings and tasks with clear outcomes for employee performance. Motivates employees to meet and/ or exceed the expectation performance for their positions. Encourages imitative and delegates appropriately. Is receptive to new ideas and procedures. Demonstrates respect and professionalism through appearance, words, and actions. Identifies and applies best practices to improve performance of departments. Ensures employees maintain up-to-date critical knowledge, skills, and certifications for job responsibilities. Seeks out opportunities to improve, streamline, and reinvent work processes. Explores potential solutions and evaluates each before accepting any.	1 2 3 4 5
COMMENTS:	

6. HUMAN CAPITAL:	Rating:
Overseas human resource functions, including but not limited to: hiring and termination, developing job descriptions, compensation, and benefit plans. Monitors and provides reports to the Board on salary plans and Health/Welfare plan and makes recommendations to the Board regarding salary plans. Ensures timely preparation and administration of meaningful, accurate and fair performance evaluations. Suggest opportunities to enhance performance for employees who may have room for improvement.	1 2 3 4 5
COMMENTS:	

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SUMMARY AND OVERALL EVALUATION
Total Rating: _____
SUGGESTIONS FOR IMPROVEMENT:
EMPLOYEE COMMENTS:

Board President Signature	Date
Board Vice President Signature	Date
Board Secretary/ Treasurer Signature	Date
Director	Date
Director	Date
Employee Signature	Date

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General Manager - Performance Evaluation Scores

	1	2	3	4	5	6	7	8	9	10		
	Job Knowledge	Judgement & Decision Making	Planning & Organization	Quality of Work	Quantity of Work	Attitude & Initiative	Dependability	Communication	Growth Potential	Puncuality & Attendence	Average	Comments

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CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	GENERAL CONSTRUCTION / DESIGN SERVICES	24-04-004

INITIATED BY

GENERAL CONSTRUCTION / DESIGN SERVICES SELECTION COMMITTEE

STAFF RECOMMENDATION

Approve the recommendation from the General Construction / Design Services Selection Committee to allow STV to provide general construction and design services for Canyon Regional Water Authority. This is also to authorize the General Manager of the Authority to negotiate terms, scope of work and rates to provide services.

BACKGROUND INFORMATION

CRWA advertised a RFQ in February / March with responses being due March 12, 2024, in search of an engineering firm to provide general construction / design services for the Authority. The President of the Board of Trustee's appointed a committee to review and score the submittals. The committee met and is recommending STV as the awarded firm. A copy of the score sheet is attached.

MOTION

Motion to approve the following resolution.

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-004

BE IT RESOLVED that Canyon Regional Water Authority Board of Trustee's has approved the recommendation of STV as the engineering firm to provide general construction / design services for the Authority.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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Compiled Scores by Hanna Diaz

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Scoring Criteria for

General Construction/Design Services

RFQ #2024 - 002

The matrix provided below is to assist the Committee with ranking the statements of qualifications for Construction Administration Services. Please assign a ranking between 1 and 10 for each of the selection criteria below, 10 being the highest and 1 being the lowest. Once a ranking is selected, that number will be multiplied by the scoring number to produce a score for each criteria.Your numbers will be averaged with the rest of the Committee's, to provide a final score for the respondent.

Selection Criteria	Scoring	Ranking	Garver Eng.	UEG	STV	Freese/Nichols	Provenance
Engineering Firm Project Team Introductions	0.4 x Ranking Max 4 Points	1 2 3 4 5 6 7 8 9 10					
Experience of Firm with similar work	1.5 x ranking Max 15 points	1 2 3 4 5 6 7 8 9 10					
Resume of Proposed Project Manager	1.5 x ranking Max 15 points	1 2 3 4 5 6 7 8 9 10					
Resumes of Proposed Lead Technical Professionals	1.5 x ranking Max 15 points	1 2 3 4 5 6 7 8 9 10					
Support Personel Experience	1.5 x ranking Max 15 points	1 2 3 4 5 6 7 8 9 10					
Approach to Project	2.5 x Ranking Max. 25 Points	1 2 3 4 5 6 7 8 9 10					
Comments/Change Request to Standard Form of Agreement	0.3 x ranking Max. 3 Points	1 2 3 4 5 6 7 8 9 10					
Conflicts of Interest	0.4 x rankinhg Max. 4 Points	1 2 3 4 5 6 7 8 9 10					
Litigation Disclosure	0.4 x rankinhg Max. 4 Points	1 2 3 4 5 6 7 8 9 10					

Committee Member_____ Date_____ 76.9 73.88 85.6 78.47 77.39

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CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	APPROVAL OF CRWA'S DROUGHT MITIGATION PLAN FOR 2024-2029 CYCLE	24-04-005

INITIATED BY

BOARD OF MANAGERS AND CRWA STAFF

STAFF RECOMMENDATION

Adopt the 2024 Drought Mitigation Plan per the recommendation of the Board of Managers.

BACKGROUND INFORMATION

CRWA is required by Texas Commission on Environmental Quality to have a Drought Mitigation Plan that meets the standards as set forth in Title 30, Texas Administrative Code, §288. The plan is to be revised every five years. The revised plan must be submitted to TCEQ by May 1, 2024.

MOTION

Motion to approve the following resolution.

103

CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-005

BE IT RESOLVED that Canyon Regional Water Authority Board of Trustee's has adopted the revised 2024 Drought Mitigation Plan.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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CRWA 2024 Drought Contingency Plan (DCP) – Summary of changes from the 2019 DCP.

Title Page	Board of Managers review and approve the plan before the Board of Trustees.
Section 1.2	Defining Drought – A clearer definition of Drought was inserted into the 2024 plan.
Section 1.3	Texas Water Rights – This section was added to inform the reader of the development of water rights in the State of Texas.
Section 1.4	A tabulation of CRWA water supplies was added to the Plan. LDWTP and HCWTP includes rights by others. Crystal Clear SUD leases 500 AF/YR from GBRA at the LDWTP. The City of San Marcos owns 1,314 AF/YR for use at the HCWTP. Martindale WSC owns 255.84 AF/YR for use at the HCWTP.
Section 2.3	Amendments to the DCP - This section was added to inform CRWA Trustees of the option to amend the Plan within the 5-year permit cycle should there be a reason to do so.
Section 4.1	Definitions – This section was added to define certain terms in the DCP.
Section 7.0	GBRA Drought Response – GBRA has updated their 2024 DCP adding additional drought stages with new trigger levels for wholesale water customers. Please see the changes below.

GBRA 2019 DCP.

1. Stage 1 – Mild Water Shortage Conditions
2. Stage 2 – Moderate Water Shortage Conditions
3. Stage 3 – Severe Water Shortage Conditions
4. Stage 4 – Emergency Water Shortage Conditions

GBRA 2024 DCP.

1. Stage 1 – Mild Water Shortage Conditions
2. Stage 2 – Moderate Water Shortage Conditions
3. Stage 3 – Severe Water Shortage Conditions
4. Stage 4 – Critical Water Shortage Conditions
5. Stage 5 – Extreme Water Shortage Conditions
6. Stage 6 – Emergency Water Shortage Conditions

Section 8.0 CRWA Drought Response – This section has been updated to include GBRA's 2024 DCP revision for wholesalers.

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CANYON REGIONAL WATER AUTHORITY
DROUGHT CONTINGENCY PLAN

Approved by BOARD OF MANAGERS

APRIL 3, 2024

Pending Adoption: BOARD OF TRUSTEES

APRIL 8, 2024

Pending Submission: TCEQ

May 1, 2024

(DRAFT)

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Table of Contents

1.1 Introduction and Intent

The goal of the Canyon Regional Water Authority (CRWA) Drought Contingency Plan (DCP) is to maximize available water supplies and reduce water use during times of water shortage caused by drought. To conserve the available water supply and/or to protect the integrity of water supply facilities, with regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, safety and minimize the adverse impact of water supply shortage or other water supply emergency conditions, the Authority adopts the following revised version of its DCP under the requirements of Section 11.1272, Texas Water Code, and associated administrative rules of the Texas Commission on Environmental Quality (TCEQ) (Title 30, Texas Administrative Code, Chapter 288).

1.2 Defining Drought

A general definition of drought is a deficiency of precipitation over an extended period, resulting in a water shortage for some beneficial activity or environmental purpose. A water shortage from drought occurs when available water supply from anticipated runoff and storage is reduced to a level that supporting customer demands are at risk. Not knowing exactly when a drought begins, when it will end, and its severity, make uncertainty one of the defining characteristics of drought.

1.3 Texas Water Rights

Texas Water Law of Rights stem from a combination of Hispanic elements with traditional English common law, as well as from its legal fragmentation of the hydrologic cycle.

With respect to surface-water rights, Texas is one of several dual-doctrine states that recognize both Riparian and Prior Appropriation Doctrines, which are dissimilar in almost every respect. The Riparian Doctrine accords water rights to those who own riparian land and has been in affect over the last 200 years with various revisions. Prior Appropriation doctrine was adopted by the state near the turn of the 20th century. Since 1895 land acquired from the state has no longer carried riparian water rights as a matter of course. Instead, individuals must appropriate water rights from the state through established statutory procedures. The State of Texas began certifying surface water diversions in 1913, thus the issuance of surface rights. The Prior-Appropriation Doctrine applies, *"the first in time is the first in right"*, Texas Water Code, Chapter 11, Subchapter A, General Provisions, Section 11.027.

Concerning groundwater, ownership of subsurface resources, such as oil and water, is governed by the "rule of capture." If an individual or business can "capture" the resource and bring it to the surface, it becomes his/her property. The State of Texas has appointed Counties to manage groundwater through the formation of Groundwater Districts. Rules on

groundwater and the rule of capture can be found in Texas Water Code Chapter 36, Subchapter A, General Provisions.

CRWA has both surface and groundwater sources divided amongst its three water treatment facilities, Lake Dunlap Water Treatment Plant (LDWTP), Hays Caldwell Water Treatment Plant (HCWTP), and Wells Ranch Water Treatment Plant (WRWTP).

1.4 CRWA Supply

The supply of water for the Lake Dunlap WTP is derived from surface water comprised of Senior Water Rights on the Guadalupe River, a Water Lease Agreement with Guadalupe-Blanco River Authority (GBRA), and the Water Purchase Agreement between Crystal Clear Special Utility District (CCSUD) and GBRA (Table 1).

Table 1

Water Right #	Water Right Name	Priority Date	(AF/YR)
18-3829-A	Mill	June 29, 1914	400.00
18-3832-A	Ray Dittmar	April 19, 1912	44.00
18-3833-B	Gary Dittmar	April 19, 1912	30.5
18-3834	Daniels	April 19, 1912	71.48
18-3834-A	Daniels	April 19, 1912	18.52
18-2074-C	Crystal Clear	March 19, 1956	500.00
18-2074-D	GBRA	March 19, 1956	10,575.00
	Lake Dunlap WTP	**Total Supply**	**11,639.50**

The supply of water for the Wells Ranch WTP is derived from groundwater from the Carrizo and Wilcox aquifers located in Guadalupe and Gonzales Counties. CRWA holds three groundwater permits, two in Guadalupe County with the Guadalupe County Groundwater Conservation District (GCGCD) and the third in Gonzales County with the Gonzales County Underground Water Conservation District (GCUWCD) (Table 2).

Table 2

County	District	Permit Number	Aquifer	(AF/YR)
Guadalupe	GCGCD	PWS-2017-WX-01	Wilcox	3,026.000
Guadalupe	GCGCD	PWS-2017-CZ-01	Carrizo	2,603.415
Gonzales	GCUWCD	11-16-01	Carrizo	7,400.000
		Wells Ranch WTP	**Total Supply**	**13,029.415**

The supply of water for the Hays Caldwell WTP is derived from surface water comprised of Junior and Senior Water Rights on the San Marcos River, and a Lease Agreement with GBRA (Table 3).

Table 3

Water Right #	Water Right Name	Priority Date	(AF/YR)
18-3887	Cummings	June 22, 1905	516.16
18-3889-A	Foster	June 23, 1914	24.00
18-3888-A	Baugh	December 31, 1955	320.00
18-2074-C	GBRA	March 19, 1956	2,038.00
18-3887-D	Mart./Cummings	June 22, 1905	255.84
	City of San Marcos		1314.00
	Hays Caldwell WTP	**Total Supply (AF/YR)**	**4,468.00**

2.1 Public Involvement

Opportunity for the public to view CRWA's DCP can be found on Canyon Regional's website, www.crwa.com. Canyon Regional Water Authority is a wholesale water provider to retail public utilities. Each public entity is required by the TCEQ to implement and maintain their own DCP. CRWA has presented a (2024 draft) copy of the DCP to its customers for review and comments.

CRWA has Lease Agreements with GBRA at the Lake Dunlap WTP and the Hays Caldwell WTP. These agreements are subject to GBRAs Drought Contingency Plan for wholesale water supply customers, therefore, portions of GBRA's DCP are applicable and referenced in CRWA's DCP.

2.2 Customer Education

CRWA will provide its customers with information about the DCP, including trigger levels within each stage of the Plan that is to be initiated or terminated and response measures to be implemented in each stage of drought. This information will be provided by means of:

1. A copy of the Plan will be distributed to all CRWA water supply customers for their comment, review, and guidance. If any changes are made to the current plan, a copy of those changes will be emailed, mailed, or communicated using Microsoft applications such as OneNote or OneDrive;

2. If any drought stage is initiated, CRWA will notify all customers through email or phone indicating the stage and the actions to be taken; and

3. CRWA will continue to make available copies of educational materials, as they become available to the customers.

2.3 Amendments to the DCP

Any future amendments or updates to the DCP will be done in the open meeting of CRWA Board of Trustees. If any changes are made to the DCP, a copy of those changes will be posted on CRWA's website, provided to all CRWA customers, and provided to TCEQ.

3.1 Authorization

The CRWA General Manager, or his/her designee, is hereby authorized and directed to implement the applicable provisions of the DCP upon determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

CRWA Board of Trustees action is not required for actions under the DCP other than the actions set forth below:

1) Approval of DCP Revisions (Section 1.1); and
2) Amendments to the DCP (Section 2.3).

3.2 Application

The provisions of this Plan shall apply to all customers utilizing water provided by CRWA from the storage in Canyon Reservoir (see Section 1.3, CRWA Supply, Table 1 & 3). The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

4.1 Definitions

Conservation	Practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
Conservation Pool	Water level in Canyon Reservoir between 800 feet mean sea level and normal operating elevation of 909 feet mean sea level in which GBRA has management responsibility and release.
Customer	Water Supply Corporations, Special Utility Districts, Municipalities, and other public entities utilizing water provided by CRWA from GBRA storage in the Canyon Reservoir.
Drought of Record	The worst recorded drought since compilation of meteorologic and hydrologic data began. In terms of severity and duration, the drought of the 1950s is considered the drought of record in the Guadalupe River Basin.
Firm Yield	"Firm Yield" is a supply term referring to the specific amount necessary to fully supply an area with water during a repeat of the most severe drought within the historical record. GBRA holds a Certificate of Adjudication from TCEQ that provides GBRA the rights to utilize approximately 386,000 acre-feet of conservation storage, representing the available storage in the reservoir between the low elevation of 800-ft mean sea level (msl) up to a maximum elevation of 909-ft msl. GBRA's drought stages and responses outlined in this DCP relate to GBRA's contracts with Lake Dunlap WTP and Hays Caldwell WTP for stored water out of the Canyon Reservoir.
Stored Water	Water that is contained within the conservation pool of the Canyon Reservoir and that GBRA has responsibility and release of under a water right granted by the Texas Commission on Environmental Quality.
TCEQ South Texas Water Master	State program that oversees the surface water system of rivers and tributaries in a 50-county area in South Central Texas. It allow diversions as water is available as it passes individual diversion points.

5.1 GBRA Canyon Dam & Reservoir Operations

The Canyon Dam and Reservoir were completed in 1964 as a cooperative project that is jointly managed by GBRA and the U.S. Army Corps of Engineers. GBRA is responsible for reservoir water management and release within the "conservation pool", between 800-ft msl and the normal operating elevation of 909-ft msl.

The Canyon Reservoir delivers water to customers on a firm yield basis (see Section 4.1 "Firm Yield"). GBRA has determined, based upon hydrologic and other studies performed by or for GBRA, the amount of stored water from Canyon Reservoir that can be committed and reserved by GBRA on a "firm" basis, meaning the amount that should be considered to be available through a drought as server as the drought that occurred in the 1950's (also referred to as the "Drought of Record"). GBRA will review such studies and perform additional studies from time-to-time, and it will not commit to supply to its customers at any time a total amount of stored water on a firm basis more than the total amount determined by GBRA at that time that should be firm. However, reasonable conservation requirements under this Plan and other plans may be imposed at any time, including during periods of normal or wet climatic conditions, and curtailments of stored water may be triggered under this Plan during any sever drought, even if that drought is determined to be less sever than the Drought of Record. Curtailments of stored water may also be triggered under this Plan because of some other condition that significantly reduces the available firm water supply.

The Canyon Reservoir supplies stored water to cities, industries, and agricultural users under a permit issued by the TCEQ. To many users Canyon storage is their sole source of water. These customers rely on daily releases of stored water to meet their demands. For others, Canyon Reservoir provides a dependable source of water during drought conditions and low river flows. These customers "call" for the release of stored water on an as needed basis to meet periodic or drastic low-flow conditions.

With TCEQ's approval, GBRA can contract for stored water that will provide for an average annual use of stored water from Canyon Lake, with a special condition that a greater maximum quantity of stored water can be used during any one critical year. This way the use of stored water is minimized, and an adequate water supply is available during short-term droughts. This is an example of the benefits of reservoir averaging.

6.1 Scope

The scope of CRWA's Drought Contingency Plan is to comply with the curtailment of GBRA firm yield water supplies to ensure that there is sufficient firm, uninterruptible water to meet projected demands for such water to protect the environmental flows through a repetition of the Drought of Record. GBRA Firm, stored water is subject to curtailment only if it is determined that the drought in effect is worse than the Drought of Record. Additionally, in times of shortage of supply caused by drought or emergency, the TCEQ's South Texas water master will determine when water rights holders must reduce or stop diversions of run-of-river water. CRWA will comply with the Water Master on its water rights at the Lake Dunlap WTP and the Hays Caldwell WTP (see Section 4.1 "Firm Yield").

GBRA in accordance with Section 11.039 of the Texas Water Code, will curtail and distribute the available supply or run-of-river water among its water supply customers on a pro rata basis, so that preference is given to no one, and all interruptible water supply customers suffer alike.

7.1 GBRA Drought Response Stages for Canyon Reservoir

The GBRA Drought Response Stages for the Canyon Reservoir described below are applied to Canyon Regional's Water Supply Agreements at the Lake Dunlap WTP and the Hays Caldwell WTP.

GBRA's General Manager, or his/her designee, shall monitor the water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Customer notification of the initiation or termination of drought response stages will be made by mail, email, fax, social media platforms, or telephone. The news media will also be informed.

The Drought Response Stages for the Canyon Reservoir described below are based on a statistical analysis, performed by GBRA, of the vulnerability of the water source under the drought of record conditions.

Stage 1 – Mild Water Shortage Conditions

Requirements for initiation – GBRA will recognize that Stage 1 conditions exist when water in storage in Canyon Reservoir is equal to or less than elevation 895 feet msl (274,800 acre-feet or approximately 72.5% full).

Drought Stage Response – In order to manage limited water supplies and/or reduce water demand during a Stage 1 condition, GBRA will contact wholesale water customers to discuss water supply and/or demand conditions and request that all customers initiate voluntary measures to reduce non-essential water use and achieve a voluntary 5 percent reduction in comparison to their average monthly usage of contracted for that time period of the calendar year.

Requirements for termination – Stage I of the Plan may be rescinded when Canyon Reservoir returns to elevation 895 feet msl or greater for a period of 30 consecutive days. GBRA will notify its wholesale customers and the media of the termination of Stage I in the same manner as the notification of initiation of Stage I of the Plan.

Stage 2 – Moderate Water Shortage Conditions

Requirements for initiation – GBRA will recognize that Stage 2 conditions exist when water in storage in Canyon Reservoir is equal to or less than elevation 890 feet msl (242,872 acre-feet or approximately 64% full).

Drought Stage Response – In order to manage limited water supplies and/or reduce water demand during a Stage 2 condition, GBRA will contact wholesale water customers to discuss water supply and/or demand conditions and request that all customers initiate voluntary measures to reduce non-essential water use and achieve a voluntary 10 percent reduction in comparison to their average monthly usage of contracted water for that time period of the calendar year.

Requirements for termination – Stage 2 of the Plan may be rescinded when Canyon Reservoir returns to elevation 890 feet msl or greater for a period of 30 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative. GBRA will notify its wholesale customers and the media of the termination of Stage 2 in the same manner as the notification of initiation of Stage 2 of the Plan.

Stage 3 – Severe Water Shortage Conditions

Requirements for initiation – GBRA will recognize that Stage 3 conditions exist when water in storage in Canyon Reservoir is equal to or less than elevation 885 feet msl (213,386 acre-feet or approximately 56% full).

Drought Stage Response – In order to manage limited water supplies and/or reduce water demand during a Stage 3 condition, GBRA will contact wholesale water customers to discuss water supply and/or demand conditions and request that all customers initiate voluntary measures to reduce non-essential water use and achieve a voluntary 15 percent reduction in comparison to the average monthly usage of contracted water for that time period of the calendar year.

Requirements for termination – Stage 3 of the Plan may be rescinded when Canyon Reservoir returns to elevation 885 feet msl or greater for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative. GBRA will notify its wholesale customers and the media of the termination of Stage 3 in the same manner as the notification of initiation of Stage 3 of the Plan.

Stage 4 – Critical Water Shortage Conditions

Requirements for initiation – GBRA will recognize that Stage 4 conditions exist when water in storage in Canyon Reservoir is equal to or less than elevation 880 feet msl (186,313 acre-feet or approximately 49% full).

Drought Stage Response – In order to manage limited water supplies and/or reduce water demand during a Stage 4 condition, GBRA will initiate allocation of water supplies on a pro-rata basis in accordance with Texas Water Code Section 11.039 and Section 10 of GBRA's DCP. The curtailment percentage in effect for Stage 4 will be 15%.

Requirements for termination – Stage 4 of the Plan may be rescinded when Canyon Reservoir returns to elevation 880 feet msl or greater for a period of 30 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative. GBRA will notify its wholesale customers and the media of the termination of Stage 4 in the same manner as the notification of initiation of Stage 4 of the Plan.

Stage 5 – Extreme Water Shortage Conditions

Requirements for initiation – GBRA will recognize that Stage 5 conditions exist when water in storage in Canyon Reservoir is equal to or less than elevation 865 feet msl (118,817 acre-feet or approximately 31% full).

Drought Stage Response – In order to manage limited water supplies and/or reduce water demand during a Stage 5 condition, GBRA will initiate allocation of water supplies on a pro-rata basis in accordance with Texas Water Code Section 11.039 and Section 10 of GBRA's DCP. The curtailment percentage in effect for stage 5 will be 30%.

Requirements for termination – Stage 5 of the Plan may be rescinded when Canyon Reservoir returns to elevation 865 feet msl or greater for a period of 30 consecutive days. Upon termination of Stage 5, Stage 4 becomes operative. GBRA will notify its wholesale customers and the media of the termination of Stage 5 in the same manner as the notification of initiation of Stage 5 of the Plan.

Stage 6 – Emergency Water Shortage Conditions

Requirements for initiation – GBRA will recognize that Stage 6 Emergency conditions exists when any of the following conditions exist:

1) Mechanical or system failures occur, which cause unprecedented loss of capability to provide water service;
2) Natural or man-made contamination of the water supply source(s) occurs; and
3) GBRA determines water levels are reduced to a condition that could lead to a loss of service within 180 days or less.

Stage 6 Emergency conditions may occur at any time and are not dependent on being preceded by any other drought stage.

Drought Stage Response – In order to manage limited water supplies and/or reduce water demand during a Stage 6 Emergency condition, GBRA will implement the following measures:

1) Initiate allocation of water supplies on a pro-rata basis in accordance with Texas Water Code Section 11.039 and GBRA's Section 10 of this Plan. The General Manager will make a recommendation on pro rata curtailment levels necessary to address the situation, and the GBRA Board of Directors will establish the curtailment percentage in effect for Stage 6 Emergency Conditions;
2) Assess the severity of the problem and identify the actions needed and time required to solve the problem;
3) Inform the utility director or other responsible official of each wholesale water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems;
4) If appropriate, notify city, county, and/or state emergency response officials for assistance; and
5) Undertake necessary actions, including repairs and/or clean-up as needed.

Requirements for termination – Stage 6 of GBRA's Plan may be rescinded when the triggering conditions of Stage 6 have ceased to exist.

7.2 GBRA Additional Supply and Demand Management Measures

In order to manage limited water supplies during drought conditions, GBRA may implement one or more of the following supply management measures:

1) Encourage wholesale water customers to utilize alternative water sources including, but not limited to, other surface water or groundwater sources available to Customer, interconnections with another water system, and/or use of reclaimed water for non-potable purposes;
2) Contact the United States Geological Survey (USGS) to calibrate and review the operation of all critical stream gauges;
3) Coordinate review of water use in the Guadalupe-San Antonio River Basin with the Watermaster. In times of shortage of supply caused by drought or emergency, the Watermaster will determine when water rights holders must reduce or stop diversions; and

4) Implement any available water delivery procedures to improve efficiency of the delivery of water.

7.3 GBRA Pro-Rata Curtailment

The following steps outline the process for preparing for and implementing pro-rata curtailment of wholesale customers:

1) General Procedures
   a) When projections indicate that any drought response stage triggering pro-rata curtailment is anticipated to occur within 90 days or less, GBRA will provide each affected Customer a written notice requesting the Customer develop a Curtailment Plan that meets the requirements of GBRA's DCP Section 10.2;
   b) Customer develops a Curtailment Plan, including monthly patterns of use and the measures to achieve the necessary reduction, and provides it to GBRA for review and approval within 30 days of GBRA's notice requesting the Curtailment Plan;
   c) When the triggering criteria for any drought response stage including pro-rata curtailment is met, GBRA will provide each affected Customer a notice directing Customers to implement their Curtailment Plan; and
   d) GBRA Staff will follow the Monitoring and Reporting procedures outlined in Section 10.2 of GBRA's DCP to evaluate how each affected Customer's actual water use compares to the Customer's Curtailment Plan and determine if any of the enforcement provisions outlined GBRA's DCP Section 11.0 are warranted.

2) Curtailment Plan - The Curtailment Plan is a plan developed by the Customer that outlines the measures a Customer will employ to achieve a reduction in actual water use that is less than or equal to their Annual Allotment. The Annual Allotment will be provided to the Customer by GBRA and will be based upon the Customer's Contracted Annual Commitment of water from GBRA less the curtailment percentage in effect. The Curtailment Plan must include the following items, at a minimum:

   a) Identify the Customer's Drought Coordinator and coordinator's contact information (phone, email, and mailing address), as well as the contact information for any other person to whom GBRA shall provide materials and information during the period in which a pro-rata curtailment is in effect;
   b) Include a Monthly Distribution of the Annual Allotment identifying the monthly water use targets the customer expects to achieve for the Allotment Year beginning on the first full month the relevant drought stage is anticipated to be triggered; and
   c) Identify the specific measures which will be implemented by the Customer to achieve the curtailment percentage in effect.

   GBRA will not accept a Curtailment Plan that does not include a reasonable Monthly Distribution of the Customer's Annual Allotment, with such reasonableness to be solely determined by GBRA. In determining reasonableness, GBRA will consider the Customer's monthly water use from previous years, a typical distribution based on the Customer's purpose of use, other sources of supply available to the Customer, and any other relevant information.

A Curtailment Plan for a Customer utilizing wholesale water supplies from GBRA for municipal purposes shall include, at a minimum, provisions for landscape water with an irrigation system or sprinkler to be limited to once per week or less frequent.

In the event that Customer has not submitted a plan or GBRA has not accepted a Curtailment Plan for Customer prior to initiation of a curtailment, Customer's Monthly Distribution shall be 1/12 of the Annual Allotment per month.

3) Review and Acceptance of Curtailment Plan – Within 15 days of receipt of Customer's Curtailment Plan, GBRA will review the plan and notify Customer of acceptance or of any deficiencies in the plan.

   If Customer's Curtailment Plan is not accepted, Customer shall have 15 days from receipt of GBRA's notice of deficiency to remedy the elements of the Customer's Curtailment Plan that are not acceptable.

4) Curtailment Year – If pro-rata curtailment commences after the beginning of a calendar year, the curtailment shall apply over a 12 month "Curtailment Year" beginning on the first full month the curtailment is in effect. If the pro-rata curtailment is rescinded prior to the end of the Curtailment Year, customer shall be responsible for meeting the Annual Allotment as pro-rated for the applicable portion of the Curtailment Year. In the event the curtailment percentage changes during the Curtailment Year, Customer's Annual Allotment will be determined based upon the months in which each curtailment percentage was in effect.

5) Monitoring and Reporting During Pro-Rata Curtailment – GBRA Staff will monitor Customers' use of water on a monthly basis and will send information to the Drought Coordinator each month including:
   a) The Customer's actual use;
   b) The Monthly Distribution amounts (based on the curtailment percentage in effect at that time) that will be used for purposes of tracking applicable water use exceedances and/or credits; and
   c) The accrued total of exceedances or credits for purposes of tracking how customer's actual water use compares to its Curtailment Plan. The accrued total of exceedances or credits shall be tracked as follows:
      1) Exceedances and credits will be tracked by comparing a Customer's actual monthly water use against the Monthly Distribution over the course of the Curtailment Year;
      2) In the event the Customer's actual water use within a month is less than the Monthly Distribution, a credit will be recorded for that month in units of acre-feet. The credit can be carried forward into subsequent months within the same Curtailment Year, but cannot be used in a subsequent Curtailment Year;
      3) Within a Curtailment Year, if there is a month in which the amount diverted exceeds the Monthly Distribution, an available credit from a prior month can be applied to reduce the exceedance for the month;
      4) In the event the amount used in a month is greater than the Monthly Distribution in a Customer's Curtailment Plan and no credits are available from a prior month, an exceedance will be accrued;
      5) Accrued exceedances can be offset by credits in subsequent months within the Curtailment Year; and

6) Credits and exceedances will be pro-rated for a month in which pro-rata curtailment is ceased.

While exceedances are determined and tracked on a monthly basis, any applicable surcharges defined in GBRA's DCP Section 11.0 would only be assessed based on exceedances remaining at the end of the Curtailment Year, or at such time that pro-rata curtailment is rescinded.

7.4 GBRA Enforcement

GBRA will monitor Customer's compliance with its Curtailment Plan and may take enforcement action as necessary in the event the Customer is noncompliant. GBRA's enforcement actions may include:

1) Water Rate Surcharges – For water used in amounts exceeding Customer's Annual Allotment or portion thereof, the following rates apply:
   a) For actual water use in an amount up to 5 percent greater than the Annual Allotment or portion thereof, the rate assessed shall be equal to 2 times the then-current raw water rate(s) for the applicable GBRA system;
   b) For actual water use in an amount from 5.01 to 10 percent greater than the Annual Allotment or portion thereof, the rate assessed shall be equal to 4 times the then-current raw water rate(s) for the applicable GBRA system;
   c) For actual water use in an amount more than 10 percent greater than the Annual Allotment or portion thereof, the rate assessed shall be equal to 6 times the then-current raw water rate(s) for the applicable GBRA system; however, if a Customer has exceeded its Annual Allotment by greater than 10 percent in a prior Curtailment Year, the rate shall be ten times the then-current raw water rate(s) for the applicable GBRA system;
2) Reductions in Water Delivers – GBRA may make operational changes in water delivery systems to physically restrict the rate or quantity of water delivered to Customer in an amount that is consistent with the Monthly Distribution. These operational changes may include, but are not limited to, reductions in releases from reservoirs, reductions in production at water treatment plants, manipulation of control valves to restrict water deliveries, reduction in pumping rates, installation of pressure reducing valves or other regulating devices, and any other feasible measures; and
3) Discontinuation of Delivery – Notwithstanding any surcharges applicable to water use in amounts greater than the Annual Allotment, and or reductions in water deliveries, GBRA reserves the right to cut off delivery of water in amounts that would exceed Customer's Annual Allotment.

Monitoring and enforcement of water-use restrictions at the end-user level will be the customers' responsibility. GBRA wholesale water contracts entered into or renewed after adoption of the plan, including contract extensions, that in case of shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

7.5 GBRA Variances

GBRA General Manager/CEO may grant a temporary variance to the pro-rata water allocation policies of this DCP if it is determined that one or more of the following conditions are met:

1) Failure to grant a variance would cause an emergency condition adversely affecting the public health, welfare, or safety;

2) It is not technically feasible for the Customer to continue any operations at the reduced rate required by their Annual Allotment; and
3) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of GBRA's Plan shall file a petition for variance with the General Manager within 10 days after pro-rata allocation has been invoked. All petitions for variances shall be reviewed by the Board of Directors of GBRA, and shall include the following:

1) Name and address of the Customer seeking the variance;
2) Detailed statement with supporting data and information as to how the pro-rata allocation of water under the policies and procedures established in the GBRA's Plan adversely affects the Customer or what damage or harm will occur to the Customer by complying with the provisions of GBRA's Plan;
3) Demonstration of the why the threat to public health, safety and welfare addressed by the variance cannot be eliminated through any action of the Customer.
4) Description of the relief requested;
5) Period of time for which the variance is sought;
6) Alternative measures the petitioner is taking or proposes to take to meet the intent of GBRA's Plan and the compliance date; and
7) Other pertinent information.

Variances granted by GBRA shall be subject to the following conditions:

1) Variances granted shall include a timetable for compliance unless the customer has demonstrated the threat to public health, safety, and welfare addressed by the Variance can be eliminated through any action of the customer;
2) Variances granted shall expire when pro-rata curtailments are no longer in effect, unless the Customer has failed to meet specified requirements; and
3) No variance shall be retroactive or otherwise justify any violation of GBRA's Plan occurring prior to receipt of the request for Variance.

Variances from the Annual Allotment will be provided, without the need for prior written request, for water used solely for purposes of power generation.

8.1 CRWA Response

CRWA leases 10,575 acre-feet per annum at the Lake Dunlap WTP from GBRA (Certificate of Adjudication No. 18-2074) (Section 5.0). The Lake Dunlap WTP withdraws raw water from Lake Dunlap, treats, and delivers the water to its customers. The Hays Caldwell WTP, located in San Marcos, purchases raw water at the facility and is delivered by GBRA through a pipeline from Lake Dunlap to the Hays Caldwell Plant. This water also falls under GBRA's Certificate of Adjudication No. 18-2074 (section 5.0). CRWA purchases, from GBRA, 2,038 acre-feet of Lake Dunlap Water per annum at the Hays Cadwell WTP.

GBRA's right No. 18-2074 comes from storage at Canyon Reservoir (section 5.0), therefore it is subject to the conditions listed in section 7.0 of this Plan. Lake Dunlap's lease of 10,575 acre-feet and Hays Caldwell purchase of 2,038 are subject to the conditions listed in 7.0 of this Plan.

8.2 CRWA Drought Stage Response

GBRA Drought Stage Response can be found in section 7.1 of this Plan. CRWA's response to each stage, and strategy is listed below:

Stage 1 (Mild Water Shortage Conditions)

A 5% reduction in the average monthly flow is voluntary. CRWA will request its customers to initiate measures to reduce non-essential water use.

In order to manage limited water supplies and/or reduce water demand during a mild water shortage condition, the General Manager, or his/her designee(s), will implement one or more of the following:

1) Calibrate and review the operation of all water supply meters in the system;
2) Cease line flushing maintenance except to maintain water quality or line repair operations;
3) Implement water delivery procedures to improve efficiency of the delivery of water from storage;
4) Due to raw water coming from right number 18-2074, CRWA will combine Lake Dunlap and Hays Caldwell GBRA purchased water in its calculation to lessen the impact on both plants. Lake Dunlap WTP shares a service area and pipeline with the Wells Ranch WTP. CRWA can utilize the Wells Ranch Water Treatment Plant to reduce the demand on the Lake Dunlap WTP and the Hays Caldwell WTP; and
5) Implementation of CRWA's Conservation Plan. The Conservation Plan includes methodologies to reduce excessive and wasteful water usage to minimize the impact particularly in times of drought.

Management Measures:

1) The General Manager, or his/her designee(s), will contact CRWA customers to discuss water supply and/or demand conditions and will request that customers initiate voluntary measures to reduce water use; and
2) The General Manager, or his/her designee(s), will provide a weekly report to the customer with information regarding current water supply and/or demand conditions, project water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Stage 2 (Moderate Water Shortage Conditions)

A 10% reduction in the average monthly flow is voluntary. CRWA will request its customers to initiate measures to reduce non-essential water use.

In order to manage limited water supplies and/or reduce water demand during a moderate water shortage condition, the General Manager, or his/her designee(s), will implement one or more of the following:

1) Calibrate and review the operation of all water supply meters in the system;
2) Cease line flushing maintenance except to maintain water quality or line repair operations;
3) Implement water delivery procedures to improve efficiency of the delivery of water from storage;
4) Due to raw water coming from right number 18-2074, CRWA will combine Lake Dunlap and Hays Caldwell GBRA purchased water in its calculation to lessen the impact on both plants. Lake Dunlap WTP shares a service area and pipeline with the Wells Ranch WTP. CRWA can utilize the Wells Ranch Water Treatment Plant to reduce the demand on the Lake Dunlap WTP and the Hays Caldwell WTP; and
5) Implementation of CRWA's Conservation Plan. The Conservation Plan includes methodologies to reduce excessive and wasteful water usage to minimize the impact particularly in times of drought.

Management Measures:

1) The General Manager, or his/her designee(s), will contact CRWA customers to discuss water supply and/or demand conditions and will request that customers initiate voluntary measures to reduce water use; and
2) The General Manager, or his/her designee(s), will provide a weekly report to the customer with information regarding current water supply and/or demand conditions, project water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Stage 3 (Severe Water Shortage Conditions)

A 15% reduction in the average monthly flow is voluntary. CRWA will request its customers to initiate measures to reduce water use.

In order to manage limited water supplies and/or reduce water demand during a Severe water shortage condition, the General Manager, or his/her designee(s), will implement one or more of the following:

1) Calibrate and review the operation of all water supply meters in the system;
2) Cease line flushing maintenance except to maintain water quality or line repair operations;
3) Implement water delivery procedures to improve efficiency of the delivery of water from storage;
4) Due to raw water coming from right number 18-2074, CRWA will combine Lake Dunlap and Hays Caldwell GBRA purchased water in its calculation to lessen the impact on both plants. Lake Dunlap WTP shares a service area and pipeline with the Wells Ranch WTP. CRWA can utilize the Wells Ranch Water Treatment Plant to reduce the demand on the Lake Dunlap WTP and the Hays Caldwell WTP; and
5) Implementation of CRWA's Conservation Plan. The Conservation Plan includes methodologies to reduce excessive and wasteful water usage to minimize the impact particularly in times of drought.

Management Measures:

1) The General Manager, or his/her designee(s), will contact CRWA customers to discuss water supply and/or demand conditions and will request that customers initiate measures to reduce water use; and
2) The General Manager, or his/her designee(s), will provide a weekly report to the customer with information regarding current water supply and/or demand conditions, project water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Stage 4 (Critical Water Shortage Conditions)

A 15% reduction in average monthly flow will be required on a pro-rata basis (see Section 7.1, Stage 4 – Critical Water Shortage, & Section 7.3).

In order to manage limited water supplies and/or reduce water demand during a Critical water shortage condition, the General Manager, or his/her designee(s), will implement one or more of the following:

1) Calibrate and review the operation of all water supply meters in the system;
2) Cease line flushing maintenance except to maintain water quality or line repair operations;
3) Implement water delivery procedures to improve efficiency of the delivery of water from storage;
4) Due to raw water coming from right number 18-2074, CRWA will combine Lake Dunlap and Hays Caldwell GBRA purchased water in its calculation to lessen the impact on both plants. Lake Dunlap WTP shares a service area and pipeline with the Wells Ranch WTP. CRWA can utilize the Wells Ranch Water Treatment Plant to reduce the demand on the Lake Dunlap WTP and the Hays Caldwell WTP;
5) Implementation of CRWA's Conservation Plan. The Conservation Plan includes methodologies to reduce excessive and wasteful water usage to minimize the impact particularly in times of drought; and
6) Consider seeking a temporary variance to GBRA's pro-rata allocation (see Section 7.5)

Management Measures:

1) The General Manager, or his/her designee(s), will contact CRWA customers to discuss water supply and/or demand conditions and will request that wholesale water customers initiate voluntary measures to reduce water use; and
2) The General Manager, or his/her designee(s), will provide a weekly report to the customer with information regarding current water supply and/or demand conditions, project water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

In the event that stage 4 is triggered, GBRA will implement its Pro Rata Water Allocation as defined in section 7.3 of this Plan. Once pro rata allocation is in effect, water diversion by or delivers to each wholesale customer shall be limited to the allocation established for each month.

Strategy A - CRWA will limit its production to the GBRA's wholesale pro rata allocation.

Strategy B – CRWA member entities and customers must implement drought mitigation measures to achieve this goal.

Stage 5 (Extreme Water Shortage Conditions)

A 15% reduction in average monthly flow will be required on a pro-rata basis (see Section 7.1, Stage 5 – Extreme Water Shortage, & Section 7.3).

In order to manage limited water supplies and/or reduce water demand during a Critical water shortage condition, the General Manager, or his/her designee(s), will implement one or more of the following:

1) Calibrate and review the operation of all water supply meters in the system;
2) Cease line flushing maintenance except to maintain water quality or line repair operations;
3) Implement water delivery procedures to improve efficiency of the delivery of water from storage;
4) Due to raw water coming from right 18-2074, CRWA will combine Lake Dunlap and Hays Caldwell GBRA purchased water in its calculation to lessen the impact on both plants. Lake Dunlap WTP shares a service area and pipeline with the Wells Ranch WTP. CRWA can utilize the Wells Ranch Water Treatment Plant to reduce the demand on the Lake Dunlap WTP and the Hays Caldwell WTP;
5) Implementation of CRWA's Conservation Plan. The Conservation Plan includes methodologies to reduce excessive and wasteful water usage to minimize the impact particularly in times of drought; and
6) Consider seeking a temporary variance to GBRA's pro-rata allocation (see Section 7.5)

Management Measures:

1) The General Manager, or his/her designee(s), will contact CRWA customers to discuss water supply and/or demand conditions and will request that customers initiate voluntary measures to reduce water use; and
2) The General Manager, or his/her designee(s), will provide a weekly report to the customer with information regarding current water supply and/or demand conditions, project water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

In the event that stage 5 is triggered, GBRA will implement its Pro Rata Water Allocation as defined in section 7.3 of this Plan. Once pro rata allocation is in effect, water diversion by or delivers to each wholesale customer shall be limited to the allocation established for each month.

Strategy A - CRWA will limit its production to the GBRA's wholesale pro rata allocation.

Strategy B – CRWA member entities and customers must implement drought mitigation measures to achieve this goal.

8.3 Enforcement

The provisions of this Plan shall apply to all CRWA Member Entities and Customers and shall be enforceable by the General Manager, or his/her designee.

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CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	ADOPTION OF CRWA'S CONSERVATION PLAN FOR 2024-2029 CYCLE	24-04-006

INITIATED BY

BOARD OF MANAGERS AND CRWA STAFF

STAFF RECOMMENDATION

Adopt the 2024 Conservation Plan per the recommendation of the Board of Managers.

BACKGROUND INFORMATION

CRWA is required by TWDB and TCEQ to have a Conservation Plan that meets the standards as set forth in Title 30, Texas Administrative Code, §288. The plan is to be revised every five years. The revised plan must be submitted to TWDB and TCEQ by May 1, 2024.

MOTION

Motion to approve the following resolution.

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24—04-006

BE IT RESOLVED that Canyon Regional Water Authority Board of Trustee's has approved the Conservation Plan for the 2024-2029 cycle.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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CANYON REGIONAL WATER AUTHORITY

WATER CONSERVATION PLAN

Approved by BOARD OF MANAGERS

APRIL 3, 2024

PENDING ADOPTION: BOARD OF TRUSTEES

APRIL 8, 2024

Pending Submission: TCEQ

May 1, 2024

Pending Submission: TWDB

May 1, 2024

(DRAFT)

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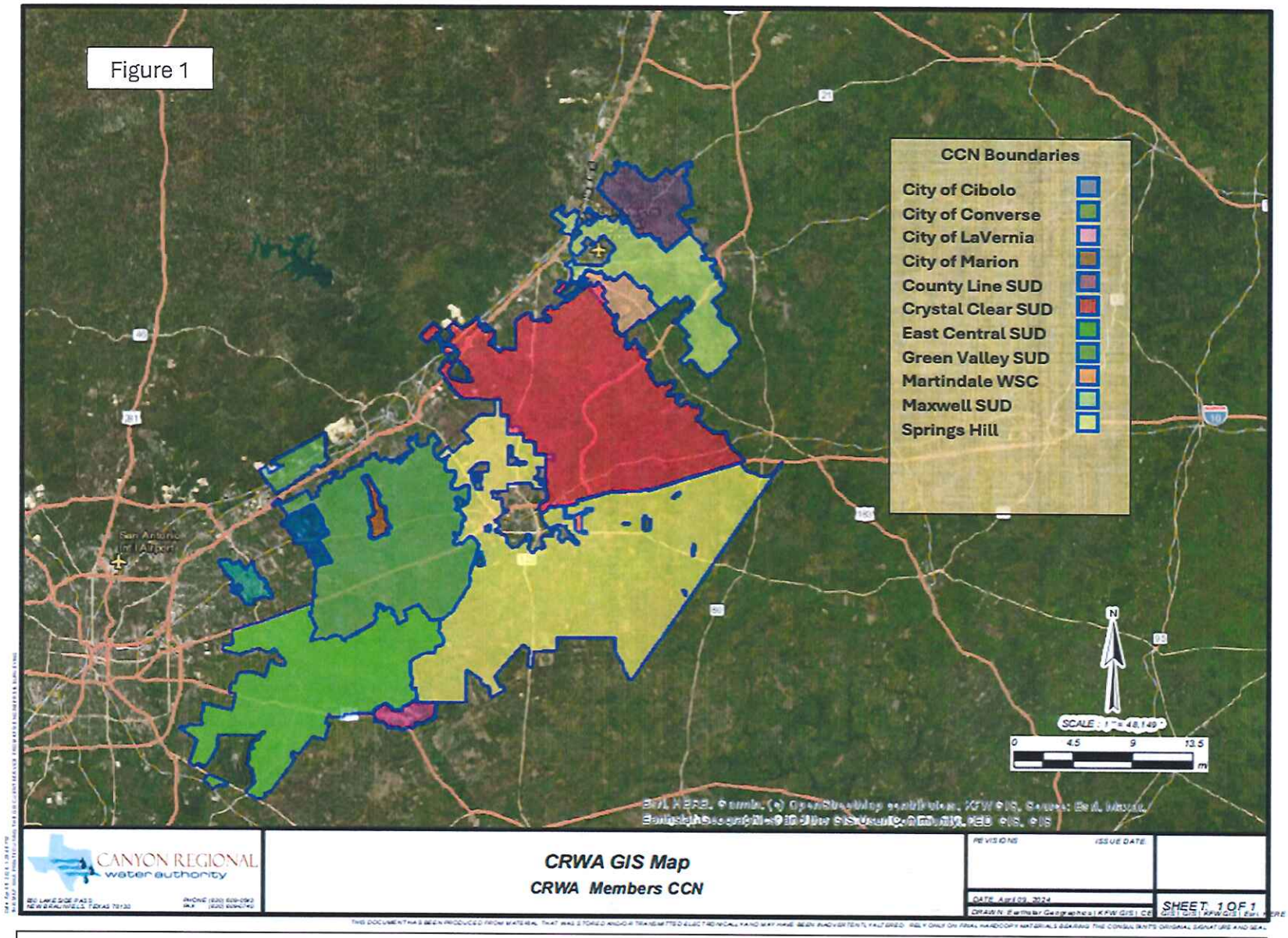
INTRODUCTION

The Canyon Regional Water Authority (CRWA) was created in 1989 under the Texas Constitution, Article XVI, Section 59, and enacted through Senate Bill 1735 of the 71st Legislature. The purpose of CRWA is to acquire, treat and economically deliver potable water from acquired water rights and available ground water resources to the various member water systems. Canyon Regional is to protect, preserve and restore the purity and sanitary condition of water; and to enhance the quality of water for the residents of the region by assuring adequate and economical water for domestic, business and commercial use.

Green Valley Special Utility District (GVSUD), Springs Hill Water Supply Corporation (SHWSC), Crystal Clear Special Utility District (CCSUD), and East Central Special Utility District (ECSUD) are the original districts that formed CRWA. Over the last three decades, Canyon Regional expanded its original membership to include the Cities of Marion, Converse, Cibolo, and LaVernia. Additionally, CRWA constructed the Hays Caldwell Treatment Plant in 2001 and began to serve County Line Special Utility District (CLSUD), CCSUD, Martindale Water Supply Corporation (Martindale WSC), and Maxwell Special Utility District (Maxwell SUD). CRWA delivers treated water to these 11 entities and to San Antonio Water System (SAWS). Bexar Metropolitan Water District (BexarMet) was a customer of CRWA until 2011 when the district dissolved and was assumed by SAWS. Therefore, SAWS became a customer of CRWA, and not a member entity.

Regional wholesale water districts in Texas are not issued Certificates of Convenience and Necessity (CCNs), therefore Canyon Regionals service area is comprised of the CCNs of its utilities *(Figure 1)*. Figure 1 presents each customer's CCN boundaries, and/or a segment of SAWS CCN on the Northeast side of San Antonio.



SAWS is not a Member Entity and therefore is not part of CRWA's territory by law. SAWS is a wholesale customer, and its supply is part of CRWA's demand.

City of San Marcos is not a Member Entity and therefore is not part of CRWA's territory by law. The city is a wholesale customer ,and its supply is part of CRWA's demand.

As indicated in Figure 1, CRWA's area of responsibility includes much of Guadalupe County and portions of Bexar, Caldwell, Comal, Hays, and Wilson Counties. The service area extends from west of Lockhart and Luling, south of San Marcos to east and south of San Antonio, abuts the Cities of New Braunfels and Seguin, and includes the cities of Converse, Marion, Cibolo, LaVernia, and San Marcos. CRWA's greater service area lies east of Interstate 35 and west of Interstate 10.

> *Total service area based on the member entities is 1,162 square miles. Currently CRWA member entities provide water service to a population over 150,000 people per the 2021 South Central Texas Regional Water Plan.*

PURPOSE FOR WATER CONSERVATION

CRWA is committed to providing adequate supplies of high-quality water to municipal users. Water conservation is an integral element of that effort. There are a variety of benefits to be gained by implementing water conservation practices. Using water conservation to reduce demand in water-poor areas and areas of rapid population growth is one way to increase available water supplies without having to develop additional water resources. This provides economic benefits to the end users of the water as well as the utility responsible for supplying water.

The water conservation plan presented below is consistent with the guidelines and requirements included in Chapter 288 of Title 30 Texas Administrative Code. According to the rule, conservation means "practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses." The Texas Commission on Environmental Quality (TCEQ) is responsible for oversight of these plans. Plan requirements for water conservation plans for wholesale water suppliers include, as a minimum:

A. *An evaluation of the Applicant's water and wastewater system and customer use characteristics to identify water conservation opportunities and potential targets and goals. Completion of the Water Conservation Utility Profile, TWDB-1965 as part of the evaluation is required and should be submitted with the Plan;*
B. *Inclusion of five-year and ten-year targets that are specific and quantified for water savings and included goals for water loss programs in gallons per capita per day, and goals for municipal use and residential use, in gallons per capita per day;*
C. *A schedule for implementing the plan to achieve the applicant's targets and goals.*
D. *A method for tracking the implementation and effectiveness of the plan. The method should track annual water use and provide information sufficient to evaluate the implementation of conservation measures;*
E. *A master meter to measure and account for the amount of water diverted from the source of supply;*
F. *A program of universal metering of both customer and public uses of water, for meter testing, repair and for periodic replacement;*
G. *Measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections, abandoned services, etc.);*
H. *A continuous program of leak detection, repair, and water loss accounting for the transmission, delivery, and distribution system in order to control water loss;*

I. *A program of continuing education and information regarding water conservation. This should include providing water conservation information directly to each residential, industrial and commercial customer at least annually, and providing water conservation literature to new customers when they apply for service;*
J. *A water rate structure which is not "promotional," I.e., a rate structure which is cost based and which does not encourage the excessive use of water;*
K. *A means of implementation and enforcement, evidenced by adoption of the plan:*
    a. *A copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the applicant; and*
    b. *A description of the authority by which the applicant will implement and enforce the conservation plan;*
L. *If the Applicant will utilize the project financed by the TWDB to furnish water or wastewater services to another supplying entity that in turn will furnish the water or wastewater services to the ultimate consumer, the requirements for the water conservation plan also pertain to these supplier entities. To comply with this requirement the applicant shall:*
    a. *Submit its own water conservation plan;*
    b. *Submit the other entity's (or entities) water conservation plan;*
    c. *Require, by contract, that the other entity (or entities), adopt a water conservation plan that conforms to the board's requirement and submit it to the board. If the requirement is to be included in an existing water or wastewater service contract, it may be included, at the earliest of the renewal or substantial amendment of that contract, or by other appropriate; and*
M. *Documentation that the regional water planning group for the service area of the applicant has been notified of the applicant's water conservation plan.*

Utility Profile

CRWA provides treated surface water to CCSUD, SHWSC, GVSUD, ECSUD and the cities of Cibolo, and Marion through a 14.4 Million Gallon per Day (MGD) treatment plant located on Lake Dunlap.

The Lake Dunlap Water Treatment Plant (LDWTP) treats raw water purchased from GBRA under a take-or-pay contract utilizing GBRA impoundment rights in Canyon Reservoir. Additionally, LDWTP treats raw water purchased by CCSUD from GBRA under a take-or-pay contract utilizing GBRA impoundment rights in Canyon Reservoir.

CRWA provides treated groundwater from the Carrizo-Wilcox aquifers to CCSUD, SHWSC, GVSUD, SAWS, ECSUD and the cities of Cibolo, Converse and Marion through Wells Ranch 9.9 (MGD) treatment plant located outside of the City of Seguin. Wells Ranch WTP operates under permitted water from the Gonzales County Underground Water Conservation District (GCUWCD) and the Guadalupe County Groundwater Conservation District (GCGCD).

CRWA provides treated surface water to CLSUD, CCSUD, Martindale WSC, and Maxwell SUD through Hays Caldwell 3.4 MGD treatment plant located on the San Marcos River, east of the City of San Marcos.

CRWA treatment contracts and capacity are as follows.

Table 1

Raw Water Contract Capacities			
Entity	**Lake Dunlap WTP (AF/YR)**	**Wells Ranch WTP (AF/YR)**	**Total Capacity (AF/YR**
SAWS	4,000	2,300	6,300
City of Marion	100	200	300
Green Valley SUD	1,800	5,656	7,456
City of Cibolo	1,230	1981	3,211
City of Converse	0	500	500
East Central SUD	1,400	1,000	2,400
Springs Hill	1,950	600	2,550
Crystal Clear SUD	500	792	1,292

Regional L 2021 Water User Group (WUG) Demand

Table 2

Region L Water User Group (WUG) Demand (Acre-feet Per Year)						
Year	**2020**	**2030**	**2040**	**2050**	**2060**	**2070**
Bexar County – San Antonio River Basin						
Converse	2,554	2,764	2,951	2,925	2,919	2,917
East Central	1,826	1,973	2,150	2,337	2,547	2,731
Green Valley	364	393	423	456	490	522
SAWS	238,114	261,305	284,407	307,453	330,693	352,390
Caldwell County - Guadalupe River Basin						
County Line	226	318	384	436	468	480
Martindale	361	453	529	626	747	894
Maxwell	428	503	579	659	745	829
Comal County – Guadalupe River Basin						
Crystal Clear	279	313	348	386	426	465
Green Valley	51	61	73	84	97	109
Guadalupe County – Guadalupe River Basin						
Crystal Clear	1,500	1,752	2,017	2,287	2,574	2,858
Green Valley	1,619	1,862	2,122	2,395	2,694	2,991
Martindale	19	27	38	52	71	86
Springs Hill	2,050	2,265	2,622	2,996	3,415	3,819

Region L Water User Group (WUG) Demand (Acre-feet Per Year)						
Year	**2020**	**2030**	**2040**	**2050**	**2060**	**2070**
Guadalupe County – San Antonio River Basin						
Cibolo	2,374	3,251	3,695	3,915	4,024	4,077
East Central	70	78	74	97	95	119
Green Valley	2,343	3,232	3,790	4,594	5,570	6,591
City of Marion	234	271	309	350	394	437
Springs Hill	276	305	353	403	460	514
Hays County – Guadalupe River Basin						
County Line	508	714	971	1,241	1,532	1,842
Crystal Clear	632	716	827	973	1,143	1,338
Maxwell	120	126	135	149	165	184

Conservation Target

CRWA's Conservation Plan outlines the means the Authority will use to satisfy each of these requirements. Canyon Regional developed its water conservation plan goals after reviewing specific information on the water usage characteristics of its member entities and is consistent with the 2021 South Central Texas Regional Water Plan. The following conservation goals are the basis of this plan.

- For those CRWA members and customers with water use of 140 gpcd and greater, the goal is to reduce per capita water use by one percent per year until the level of 140 gpcd is reached, after which, the goal is to reduce per capita water use by one-fourth percent per year (0.25% per year) for the remainder of the planning period. Therefore the 5-year goal is to reduce annual per capita water use to 135 gpcd, while the ten-year goal is to reduce annual per capita water use to 127 gpcd.
- For those CRWA members having water use of less than 140 gpcd, the goal is to reduce per capita water use by one-forth percent per year (0.25% per year). Therefore, the 5-year goal is to reduce annual per capita water use to 133 gpcd, while the ten-year goal is to reduce annual per capita water use to 131 gpcd.
- CRWA will request an Annual Water Use Report from all systems that purchase treated water from the District. The report shall include the number of meters CRWA water is supplied to and the average flow in gpcd from January to December. CRWA will request this information no later than February 15 of the next year. CRWA will compile the water usage data and report the results to the member entities, the customers, and utilize the information in the 5 year Conservation Plan submittal.

Best Management Practices (BMPs) for CRWA member entities and customers to achieve this will include:

- Continue to require conservation and drought contingency planning in all new and renewed water sales contracts.
- Reductions in distribution system water losses to 10% or less.

- Utilize the "average concept" in the commitment of treated water in order to stretch the supply of treated water.
- Encourage the use of low flow plumbing fixtures (e.g. toilets, shower heads, and faucets that are designed for low quantities of flow per unit of use).
- Encourage the selection and use of more efficient water-using appliances (e.g. clothes washers and dishwashers).
- Encourage Modifying and/or installing lawn and landscaping systems to use grass and plants that required less water.
- Encourage the repair of plumbing and water-using appliances to reduce leaks.
- Encourage the modification of personal behavior that controls the use of plumbing fixtures, appliances and lawn watering methods.

Schedule for implementing the plan to achieve the applicant's targets and goals

CRWA member entities and customers will be required to adhere to the plan. The plan will stay in effect for the subsequent five years. Any new water contracts will require member entities to comply with the plan. Upon the termination of five years (2029) and in accordance with TWDB, the plan will be reviewed every 5 years and revised if necessary.

Method for tracking the implementation and effectiveness of the plan

In an effort to track the effectiveness of the Plan, CRWA will develop and implement an Annual Water Use Report for All systems which purchase treated water from CRWA. Under this item, each member entity shall report annual water usage, an annual estimated gpcd, an annual water loss, number of meters and conservation BMP's implemented to CRWA based on an annual period of January to December. The annual report shall be submitted to CRWA by each member entity no later than February 15 of the next year. CRWA will compile the water usage and meter data and report the results to the member entities. Every 5 years, CRWA will submit the water usage and meter data to the TWDB and update the Water Conservation Plan as required.

Master meter to measure and account for the amount of water diverted from the source of supply

CRWA has intake master meters at the Lake Dunlap WTP, Hays Caldwell WTP, and master meters located at each of the 15 wells located at the Wells Ranch well field. Master meters at these facilities are installed and maintained in accordance with the meter and reporting requirements of TCEQ rules. All meters are tested annually, read on a daily basis, and regularly calibrated.

Universal Metering of both customer and public uses of water

Practice(s) and/or devices to be utilized to measure and account for the amount of water diverted from the source(s) of supply include the requirement that all CRWA member entities and customers submit annual use reports. All sales of water by CRWA are metered. Meters are calibrated periodically to ensure the accuracy of the instruments. New water contracts also require the customer's compliance with water conservation rules adopted by the TCEQ and this plan. Additionally, CRWA operations require for regular calibration and reading of its water supply meters.

Measure to determine and control water loss

CRWA maintains records of all water transactions, as well as daily readings of treated water produced at its Lake Dunlap WTP, Hays Caldwell WTP, and its Wells Ranch Facility. Additionally, CRWA maintains records of all water sales to customers and will require annual reports of all water use in accordance with its "Annual Reports." CRWA incorporates periodic visual inspection of its 60 miles of pipeline and regular inspections of its WTP facilities to ensure a minimal loss of water.

Water loss reporting

CRWA may request a water loss report from its members or customers to assist in tracking the effectiveness of the plan.

Continuing education and information regarding water conservation

Through its website, CRWA provides its member entities, customers and the public with access to conservation information linked to the TWDB and TCEQ. Future CRWA efforts may focus on newsletters of current activities distributed to the members and customers.

Water Rate Structure

Due to CRWA being solely a wholesale water provider, its contracts are based on a "take-or-pay" methodology.

Implementation and enforcement

Effective the date of adoption of this plan, all new contracts for treated water or any extension of such contracts are required to contain appropriate conditions requiring conservation measures that are consistent with TCEQ (Title 30, Texas Administrative Code, Chapter 288, Subchapter A) and the provisions of this water conservation plan as adopted or as may be amended by the CRWA Board of Trustees.

In addition, each member entity or customer further agrees that, in the event that it furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements of this plan relative to water conservation shall be met through contractual agreements between it and the third party.

If applicant utilizes the project financed by the TWDB

CRWA has two primary focuses for conservation activities; those that improve the Authority's efficiency in producing treated water from raw water and those that encourage or support the conservation of supplies by its member entities and customers. Canyon Regional has several measures which promote water conservation: metered sales, systems operations, water conservation planning requirements for all contract sales, and conservation education. All sales of water by CRWA are metered. Meters are calibrated periodically to ensure the accuracy of the instruments. New contracts also require the customer's compliance with water conservation rules adopted by the TCEQ.

Documentation Submittals

CRWA will submit this plan to TCEQ, TWDB and the South Central Texas Regional Water Planning Group (Region L).

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CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	GENERAL COUNSEL	CRWA 24-04-007

INITIATED BY GENERAL COUNSEL SELECTION COMMITTEE

STAFF RECOMMENDATION

Accept and approve the President of the Authority to execute and enter into a contract with Langley & Banack, Inc. to provide General Counsel Legal Services, and allow the President of the Authority to execute that certain Letter of Engagement for such services dated March 29, 2024.

BACKGROUND INFORMATION

Canyon Regional Water Authority's current General Counsel, Mr. Louis T. Rosenberg, is retiring from his position as General Legal Counsel. Based upon Mr. Rosenberg's announced retirement, CRWA issued a request for qualifications for General Counsel Legal Services. A selection committee of the Board of Trustees was formed. The committee reviewed the submissions of responding law firms and unanimously recommended Langley & Banack, Inc.

During the March 2024 meeting, the Board of Trustees directed the Authority's President and Special Counsel to negotiate a contract with Langley & Banack, Inc. that includes certain CRWA-initiated Special Terms and Conditions. CRWA's Board President and Special Counsel have negotiated a Letter of Engagement and recommend that it be approved by the Board of Trustees so that Langley & Banack, Inc. be retained as CRWA's general counsel.

FINANCIAL IMPACT

The Letter of Engagement is open-ended and provides for hourly rates based upon the professional performing the services.

Current hourly rates are: $400/hr. for law firm shareholders ; $325/hr. for senior associates; $275/hr. for associates amd $100/hr. for paralegals.

The financial impact will be determined based upon the services requested by CRWA from Langley & Banack, Inc.

MOTION

Motion to approve the following resolution.

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-007

BE IT RESOLVED that the President of the Authority is authorized on behalf of the Authority to enter into that certain Letter of Engagement dated March 29, 2024 for purposes of engaging Langley & Banack Inc. to provide General Counsel Legal Services to Canyon Regional Water Authority.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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RUBEN R. BARRERA
Sender's Email Address:
rbarrera@langleybanack.com

March 29, 2024

By Email: tfousse@cibolotx.gov

Mr. Timothy Fousse
Chairman of the Board of Trustees
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130

Re: Engagement of Legal Services

Dear Mr. Fousse:

By this letter we are pleased to confirm your engagement of Langley & Banack, Incorporated ("we" or the "Firm") as attorneys for the purpose of representing you ("Client" also referred to as "Canyon Regional Water Authority" and/or "CRWA") in connection with General Counsel Legal Services further described below ("Engagement"). With respect to our Engagement, please understand that we are licensed to practice law; our firm does not provide business, accounting or personal advice. We are very pleased to be allowed to work with the Client. The purpose of this letter is to reduce to writing the terms and conditions of our engagement ("Engagement Letter").

This Engagement includes the following documents attached as indicated and incorporated herein for all purposes:

1. The Engagement Letter;

2. General Terms of Engagement attached as Attachment "A";

3. Canyon Regional Water Authority Specific Terms and Conditions for Legal Services Agreements ("Specific Terms and Conditions") attached as Attachment "B";

4. General Description of Scope of Duties for General Counsel attached as Attachment "B-1" to the Specific Terms and Conditions;

5. Certificate of Insurance for the Firm's professional liability coverage attached as Attachment "B-2" to the Specific Terms and Conditions; and

6. Certificate of Insurance for the Firm's comprehensive general liability coverage attached as Attachment "B-3" to the Specific Terms and Conditions.

The Engagement Letter, the General Terms of Engagement and the Specific Terms and Conditions attached hereto collectively constitute the Agreement.

In the event of an unintended conflict between this Engagement Letter, the General Terms of Engagement and any other attached documents, the Specific Terms and Conditions attached as Attachment "B" shall control.

Our representation under this Agreement is strictly limited to the matter set forth in the Specific Terms and Conditions attached as Attachment "B." If at this time the Firm has any other matters pending on the Client's behalf or if we undertake any additional work, such work will also be subject to the Specific Terms and Conditions attached as Attachment "B."

I will be the primary attorney under this Agreement with my hourly rate at $400.00. Additional lawyers and paralegals of the firm may, from time to time, also provide services under this Agreement. The hourly rates for shareholders such as Paul Fletcher and Marc Schnall will be $400.00 an hour, senior associates $325.00, associates $275.00, and paralegals $100.00. Billings will be based on the time actually spent on this engagement. Billings will be in tenths of hours. Our hourly rates are periodically adjusted to reflect increases in our overhead, inflation, and general economic circumstances; any such adjustments will apply to services provided to you after such increase becomes effective. The Firm will endeavor to give you advance notice of any fee increases; if increases are effected, these usually occur at the first of the year.

In addition to our fees, the Client will be invoiced for expenses incurred by the Firm on the Client's behalf. Examples and further information regarding expenses are set forth in the General Terms of Engagement. The Client's attention is directed to our Firm's policy of requiring clients to pay in advance to our Firm or directly to the provider any out-of-pocket charges over $200.00 (such as filing fees).

Our invoices are due on receipt and are past due after thirty days.

In order to enable us to effectively render legal services to the Client, the Client agrees to disclose fully and accurately all facts and keep us apprised of all developments relating to the matter described in the Specific Terms and Conditions attached as Attachment "B." The Client further agrees to cooperate fully with us and to be available to attend meetings and any proceeding we advise the Client to attend. Because of the nature of legal representation in general, we have made no promises or guarantees to the Client concerning the outcome of this Engagement and we cannot do so.

Our firm is a member of Meritas, a not-for-profit organization of nearly 200 independent commercial law firms located in major cities throughout the world. While Meritas members are not engaged in the joint practice of law and do not share fees among themselves, membership in

Meritas gives us, and our clients, important access to competent legal resources in other jurisdictions and to specialized areas of practice so that our clients' needs for legal services can be handled efficiently virtually anywhere. We will only utilize the services of another Meritas firm in connection with services provided to one of our clients with such client's express knowledge and consent, but we want all prospective clients to be aware of Meritas and its possible benefits to our clients. Further information about Meritas can be obtained at www.meritas.org.

The Firm's foremost objective is to provide quality legal services. We recognize the importance of knowing how a client feels about the services provided by our attorneys. Please feel free to discuss any aspect of the Firm's services or charges with me, our office manager, or the firm's Quality Assurance Committee (although the members of this committee may rotate, either I or any named shareholder will be pleased to provide the Client the names of the current Committee members).

We look forward to representing the Client in this matter. If the Client has any questions about the scope or terms of our employment, please do not hesitate to call me.

If the terms of this Engagement Letter meet with the Client's approval, please sign and return a copy of this Engagement Letter to me. Thank you.

Sincerely,

LANGLEY & BANACK, INC.

By: _____
Ruben R. Barrera

cc: Ms. Michelle Menchaca
Administrator
Langley & Banack, Inc.

AGREED TO AND EFFECTIVE MARCH 11, 2024:

Canyon Regional Water Authority

By: _____ Date: _____
Timothy Fousse
Chairman of the Board of Trustees

ATTACHMENT "A"

LANGLEY & BANACK, INC. GENERAL TERMS OF ENGAGEMENT

The Client. Canyon Regional Water Authority is the Client ("You" or "Your"). We are Langley & Banack, Incorporated, a Texas professional corporation ("We" or the "Firm"). Our work on this matter (the "Engagement") is on the Client's behalf. These General Terms of Engagement are attached to our letter outlining the specific terms of the Engagement (the "Engagement Letter")

These General Terms of Engagement form the basis of our representation of the Client, unless superseded by the Engagement Letter or the Specific Terms and Conditions for Legal Services Agreements, as appropriate. If the Client has any questions, comments, or concerns about the quality of the work, the fairness of the billing, or otherwise concerning this Engagement, it should discuss the matter with the lead attorney or, as to computation of the invoices, with our accounting staff or our Office Administrator. The Client's satisfaction with the Engagement is the responsibility of the Firm's Management Committee; therefore, if the Client wishes to discuss its comments, questions, or concerns directly with the Management Committee, it is encouraged to do so. Our Office Administrator or any shareholder will put the Client in prompt contact with the Management Committee.

Management of the Engagement. The Client has the right to be informed of the status of the Firm's work for it. The Firm assigns a lead attorney who is primarily responsible for communicating with the Client. To do a job well, the lead attorney may assign various lawyers in the Firm to the Engagement. Work also may be delegated to the Firm's paralegals or clerks. All work assignments depend on several factors, including expertise, availability, and overall cost effectiveness. Please be aware that the Client's invoices may reflect conferences among lawyers within the Firm; communication between our lawyers is essential to carrying out this Engagement. We make every effort to see that such interoffice conferences are cost effective to the Client. It is important that the Client understands the services being provided by the Firm. If questions arise, please discuss them with the lead attorney or the Management Committee right away.

With respect to the Engagement, the Client hereby authorizes the Firm to take such action, and to prepare, sign, and deliver such papers, letters, documents, and filings as may be necessary or appropriate in order to carry out such Engagement, and to do such other things and to take such other actions which in our judgment may be necessary or appropriate in order to represent the Client in the Engagement. We undertake to represent the Client in the Engagement according to the normal standard of care applicable to attorneys in the State of Texas. With respect to the Engagement, the Client agrees to cooperate with the Firm and to provide us with such complete and true documents and/or facts as may be necessary or appropriate in the circumstances of the Engagement.

It is hereby specifically agreed that the Engagement is limited to work actually performed by the Firm and that the Firm has and shall have no responsibility for any professional services which were or are performed for the Client by others before, during, or after this Engagement. This Firm does not represent that it or any of its attorneys is a specialist in accounting matters, and the Engagement does not include any professional services with respect to accounting matters. The Client should retain an accountant or other specialist for advice with respect to any accounting matters related to the Engagement. Unless the Engagement Letter to which these General Terms of Engagement are attached

provides otherwise, the Firm likewise provides no tax advice concerning the Engagement, and the Client is encouraged to seek professional tax advice concerning the possible outcomes of this Engagement.

Operational Decisions. As part of the Engagement, the Client authorizes the Firm to execute all pleadings, claims, motions, dismissals, and orders on the Client's behalf. The Firm has the right to schedule, continue, and reschedule hearings, depositions, and other events in the course of the Engagement at our discretion.

No Guarantees. Legal matters are unpredictable and full of risk and hazard. The Firm does not know how the Engagement will turn out. Nothing in this Engagement Letter, these General Terms of Engagement, and the Specific Terms and Conditions for Legal Services Agreements and nothing in any conversation between the Client and any member of the Firm, or otherwise, constitutes a representation, warranty, promise, or guarantee of the outcome of this Engagement. The Firm makes no such representations, guarantees, warranties, or promises and cannot and does not predict or guarantee the outcome of this or any other Engagement.

Fees and Expenses. The Firm is committed to charging reasonable fees for its services. The periodic and eventual total charges for the Firm's services in the Engagement are not and cannot now be known. The amount of the charges depends upon the work required and such factors as the cooperativeness of third parties and opposing counsel.

While it is rare, the Firm sometimes agrees to represent a client under a contingent fee arrangement. Such engagements must be approved in advance by the Firm's Management Committee and reflected in a signed agreement between the Firm and the Client. Unless the Firm has specifically undertaken a matter on a contingency arrangement, the Client is expected to pay invoiced costs and expenses promptly.

In addition to professional fees, an invoice may include charges for expenses the Firm incurs in the Engagement, including, but not limited to, photocopying charges, messenger services, long distance telephone and facsimile transmission charges, overnight delivery services, travel expenses (including mileage, parking, airfare, lodging, meals, and ground transportation), outside professional services such as title searches and UCC searches, and other computerized research charges, secretarial and staff overtime as necessary, court costs and filing fees, and any other similar types of charges. Certain of such items may be charged at more than our direct cost to cover our overhead. Such charges will be based on the Firm's normal schedule of charges; the Firm periodically modifies its schedule of charges for these services.

It is the Firm's policy to require clients to pay in advance to the Firm or directly to the provider any out-of-pocket charges over $200 (such as filing fees).

Estimates. The Client may request advance estimates of fees. At the earlier stages of an engagement, the estimate may be simply a guess. An estimate, although based on the attorney's professional judgment, may be affected by factors outside the control of the Firm, such as the time or effort expended by the opposing party in litigation or negotiation. An estimate should not be considered a fixed rate or maximum fee. It is possible in certain situations to quote a fixed fee. In these instances, the Firm provides a letter specifically quoting the fixed fee, setting forth the services to be performed for such fee and providing any limitations on such fixed fee arrangements.

Client Trust Account. All trust deposits from clients are held in a client trust account. In Texas, funds deposited in a trust account are subject to IOLTA (Interest on Lawyer's Trust Account) participation. IOLTA funds are used to support law-related charitable and educational activities. The only exception is if the deposit is large enough to earn interest in excess of bank and administrative costs. In these situations, *at the client's request*, the Firm opens an interest-bearing account and interest is credited to the Client until the deposit is applied.

Billings. The Firm submits an invoice to the Client on a monthly basis. The invoice contains a statement of the services performed and expenses incurred. At the Client's request, additional information can be included on the invoice. ***Our invoices are due on receipt and are past due after thirty days.*** Please direct any questions regarding any invoice to our Office Administrator or his staff, the lead attorney or the Management Committee.

If an account becomes more than 30 days past due, the Firm reserves the right to suspend further work until the account is brought current. If an invoice remains unpaid, the Firm may withdraw from further representation of the Client. Cessation and withdrawal will also depend on our ethical responsibilities, which we will honor.

If insurance coverage applies to the services to be performed by the Firm, primary responsibility for payment remains with the Client. The existence of insurance does not extend the period in which our invoices must be paid. We will provide reasonable assistance to the Client in submitting our invoices for coverage.

Confidential Communications. Subject to certain exceptions, attorney-client communications are privileged and confidential. Without waiving this privilege or confidentiality, the Client hereby authorizes the Firm, in its judgment and discretion for the best interests of the Client, to communicate concerning the Engagement or concerning the Client with other parties or professionals for the Client's benefit.

The Client agrees that the Firm may communicate with the Client and other persons and entities by e-mail and wireless phone during the course of this representation. The Firm hereby notifies the Client and the Client hereby acknowledges that e-mail and wireless phone communications may not be completely secure, and the courts may not afford e-mail and wireless phone communications the same confidentiality and privilege protections that have been traditionally given to attorney/client and other types of privileged or confidential communications.

Termination of Engagement. After providing written notice to us, the Client may end our Engagement at any time. If the Client terminates the Engagement, all fees and expenses accrued before the Firm receives notice of the termination are immediately due to the Firm. In the event of a contingent fee matter, the Client will still be liable for the contracted-for contingent fee amount in the event of settlement or recovery [these provisions will be described in greater detail in the contingent fee engagement letter]. The Client is also responsible for any fees and expenses in connection with the wrapping up of our Engagement and the transfer of the matter to other counsel.

The Firm reserves the right to withdraw from the Engagement if the Client fails to honor this Agreement or for any just reason as permitted or required under the Texas Code of Professional

Responsibility or as permitted by the Rules of Courts of the State of Texas. Notification of withdrawal shall be made in writing. In the event of such withdrawal, the Client agrees to promptly pay the Firm for all services rendered and expenses reasonably incurred by the Firm.

The Firm further reserves the right to withdraw from the Engagement if the Client fails to timely pay a fee statement, and the Client agrees to accept the risks of said withdrawal, including, without limitation, loss of legal advice, loss of causes of action, loss of suit, and judgment adverse to Client; provided however, that the Client shall remain obligated to the Firm for all costs and expenses the Firm has incurred in the representation. The Client acknowledges being fully advised by the Firm that the Code of Professional Responsibility of the State of Texas and the State Bar of Texas preclude withdrawal by the Firm when the Client is at risk, particularly during trial, absent written agreement; and the Client, being fully so aware, nonetheless makes this agreement, and the Firm may so advise or inform any court in connection with any withdrawal by the Firm from the matter. The Firm does not hereby seek to reduce our ethical obligations, but only to fully advise and inform the Client at the time of execution of this Engagement Letter that the Firm will not be required to continue employment absent the Client's compliance with the provisions of this Agreement.

In addition to any other circumstances that would require our withdrawal from representation, the Firm reserves the right, at the Firm's option, to withdraw from this Engagement if the Firm determines in our reasonable discretion that to continue services to the Client would be unethical, impractical, or a disservice to the Client.

Disputes and Mediation. If the Client has any concerns regarding our legal services or our charges, we will make every effort to reach a fair and equitable resolution. In the rare event that the Client and we cannot resolve the Client's concerns, the Client and we shall appoint an informal mediator.

Retention of Files. The Firm agrees to assert a diligent effort, subject to causes beyond our control, to retain and maintain all major and significant components of our files relative to the Engagement for a period of ten (10) years following the conclusion of the Engagement and, during such time, to afford the Client reasonable access to such files. The Client agrees to our destruction of files after a period of ten (10) years.

General Provisions. This Agreement contains the entire agreement between the Client and the Firm and with respect to the subject matter hereof. The Client and the Firm acknowledge that the Client and the Firm have not relied on any representations or promises except as set forth herein. Any and all prior negotiations, discussions, agreements, or understandings, whether written or oral, are merged into and are superseded and displaced by this Agreement. This Agreement may be modified, supplemented, or amended only by a subsequent written document executed by the Client and the Firm. No waiver shall be made of any provision in this Agreement except by a document in writing signed by the party to be charged with such waiver. The written waiver by either party hereto of any provision of this Agreement shall not operate or be construed as a waiver of any other provision hereof. If any part or provision of this Agreement is ever held by a final order or judgment of a court or other forum of competent jurisdiction to be invalid or unenforceable, then that part or provision shall be stricken herefrom and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is governed by the laws of the State of Texas and venue for any disputes and/or interpretation regarding the Agreement shall lie in Bexar County, Texas. The conduct of the Firm and

the attorneys thereof is governed by the Rules of Professional Conduct promulgated by the State Bar of Texas.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide the Client with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free telephone call.

Conclusion. The Firm's foremost objective is to provide quality legal services. We recognize the importance of knowing how a client feels about the services provided by our attorneys. Please feel free to discuss any aspect of the Firm's services or charges with the lead attorney, our Office Administrator, or the Management Committee.

Client Acknowledgment. By execution of the Engagement Letter to which these **General Terms of Engagement and the Specific Terms and Conditions for Legal Services Agreements** are attached, the Client acknowledges receipt of a copy of these **General Terms of Engagement and the Specific Terms and Conditions for Legal Services Agreements**.

If the Engagement Letter does not call for written acknowledgment, the Client acknowledges that it is bound by these **General Terms of Engagement and the Specific Terms and Conditions for Legal Services Agreements** unless it advises us otherwise promptly after receipt of the Engagement Letter.

The Engagement Letter, these General Terms of Engagement and the Specific Terms and Conditions for Legal Services Agreements attached to the Engagement Letter form a written Agreement between the Client and the Firm.

Attachment "B"A
Canyon Regional Water Authority
Specific Terms and Conditions for Legal Services Agreements

1. Standards of Performance

A. The performance of all services under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws, including without limitation the Supreme Court of Texas and the State Bar of Texas.

B. In performing all services under this Agreement, the Firm will use the standard of care and skill exercised for similar engagements by law firms with a regional reputation in the Austin-San Antonio area for the types of services involved under this Agreement.

C. Any provisions in this Agreement pertaining to CRWA's review, approval or acceptance of written materials prepared by the Firm in connection with this Agreement will not diminish the Firm's responsibility for the materials.

D. The Firm will perform all of its services in regular periodic coordination with CRWA. The Firm will advise CRWA of data and information the Firm needs to perform its services, and the Firm's representatives will meet with CRWA representatives at mutually convenient times to assemble this data and information.

E. In performing all services under this Agreement, the Firm will comply with all local, state, and federal laws.

2. The Firm's Responsibilities

A. The Firm will perform General Counsel related legal services for CRWA in a timely, professional manner in accordance with the standards contained in the Texas Disciplinary Rules of Professional Conduct. These services will typically include the services specified in Attachment "B-1"~~all of the following~~:

~~a. Advising the CRWA Board of Trustees, General Manager, committees, and staff on water utility related legal issues that arise or that may arise so that they can evaluate CRWA's positions, strategies, policies and courses of action, and seek their guidance and direction in determining positions, strategies, policies, and courses of action related to CRWA's business and responsibilities under the law.~~

~~b. Abiding by all ethics rules which apply to lawyers.~~

~~c. Being readily available to attend meetings and provide legal advice and direction to the CRWA Board of Trustees, General Manager, committees, and staff.~~

~~d. Routinely providing activity status reports to CRWA management and Board of Trustees.~~

B. The list of services in A. above (and specified in Attachment "B-1") is not exclusive; CRWA may assign any legal services to the Firm, including specialized legal services. Further, CRWA may assign any services included in the list above to another law firm. Notwithstanding the list of services in A. above (and specified in Attachment "B-1"), CRWA reserves the right in its sole discretion to determine which, if any, legal services to assign to the Firm.

C. The Firm designates Ruben R. Barrera as its lead attorney that will have primary responsibility for providing services on behalf of the Firm under this Agreement. The Firm agrees that it will not change this designation without CRWA's prior written approval.

D. The Firm will submit detailed monthly invoices to CRWA showing the services performed, the date of performance, the personnel performing each task, and the applicable hourly rates. Reimbursable expenses, if not included in other fees, will be charged at cost.

E. The Firm will secure CRWA's prior written approval for the Firm's subcontracting of any services under this Agreement. CRWA reserves the right to withhold any such approval.

3. CRWA's Responsibilities

A. CRWA will provide information to the Firm regarding CRWA's requirements for the Firm's services under this Agreement. CRWA will furnish the Firm with copies of official CRWA policies and procedures, and other data and information in CRWA's possession needed by the Firm, at the Firm's request.

B. CRWA designates its General Manager as its authorized representative to act on CRWA's behalf with respect to this Agreement. CRWA reserves the right in its sole discretion to modify this designation for some or all matters or areas assigned to the Firm.

C. CRWA will examine documents and information submitted by the Firm, and, within CRWA's framework for decisions, promptly render responses to the Firm on issues requiring a decision by CRWA.

D. CRWA will make payments to the Firm on a monthly basis. Payments will be made within 30 days of receipt of invoices by CRWA. If a material question arises about a portion of an invoice, CRWA will pay the remainder of the invoice pending resolution of the question.

4. The Firm's Records

A. All expense records of the Firm related to this Agreement will be kept on a recognized accounting basis acceptable to CRWA and will be available to CRWA at mutually convenient times. Further, all records, documents and files ~~delivered to the Firm by CRWA or created by the Firm (to include attorney notes)~~ in connection with its rendition of legal services to CRWA (the "Client Papers") shall be deemed the sole and exclusive property of CRWA. The Firm shall deliver a copy of all Client Papers to CRWA upon written request from the General Manager, and without request ten (10) days following termination of this Agreement.

B. The Firm will retain all records, documents and files ~~and supporting documentation~~ relating to the rendition of services under this Agreement, for a period of three years, except that in the event the Firm goes out of business during that period, it will turn over to CRWA all of its records relating to CRWA.

5. Term; Termination of Agreement

A. The term of this Agreement begins and is effective on March 11, 2024, ~~upon its execution by CRWA~~ and will end on December 31, 2027 unless terminated sooner under the provisions of this Agreement. This Agreement may be renewed for successive one-year periods thereafter with the written consent of both parties. CRWA may perform periodic reviews of the Firm's performance, and the Firm agrees to provide information as requested by CRWA and cooperate fully in connection with any such evaluation.

B. This Agreement may be terminated by either party at any time upon written notice. In the event of such termination, the Firm shall take all measures necessary to protect CRWA's interests and not occasion unreasonable harm to CRWA's position in any proceeding.

C. In the event of termination as provided in this Section, the Firm will be compensated for all services performed to the termination date which are deemed by CRWA to be in accordance with this Agreement. This amount will be paid by CRWA upon the Firm's delivering to CRWA a final report of the status of its services under this Agreement and all Client Papers, whether completed or in progress.

6. Insurance ~~and Indemnity~~

~~A. The Firm will hold harmless, indemnify and defend CRWA and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the Firm, its officers, employees or agents under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, expert witness fees, and all other expenses incurred by CRWA.~~

A. The Firm will procure and maintain at its expense professional liability insurance with insurance companies authorized to do business in the State of Texas, covering all professional services to be rendered to CRWA under this Agreement. The said policy of professional liability insurance shall provide for liability limits in the minimum amount of $500,000.00 for errors and omissions occurring in connection with any act performed in the rendition of services normally performed by a lawyer or an employee or agent of a lawyer. Before commencing any services, the Firm will deliver to CRWA a certificate or certificates in a form satisfactory to CRWA, showing that the Firm has complied with this paragraph. The Firm will promptly deliver a new certificate or certificates upon expiration, cancellation or change of any coverage. CRWA reserves the right to require proof of automobile liability coverage for any vehicle or person involved in the rendition of legal services to CRWA, but only to the extent that a motor vehicle is utilized in connection with the services.

B. Attached hereto as Attachment "B-2" is the Firm's professional liability coverage certificate to satisfy the proof of insurability. Also attached as Attachment "B-3" is the Firm's comprehensive general liability coverage certificate to satisfy proof of insurability.

7. Miscellaneous Provisions

A. This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute and/or interpretation arising under this Agreement is in Bexar ~~Guadalupe~~ County, Texas, and each of the parties waives any right to object to such venue. It is agreed that prior to, and as a condition precedent of, commencing any litigation arising under this Agreement, the parties shall first participate in non- binding mediation utilizing the services of a mediator who is a licensed Texas attorney. The costs of mediation shall be borne equally by the parties. It is agreed that any litigation commenced prior to mediation in violation of this section shall be stayed by the Court upon motion of the non- violating party until mediation has been conducted.

B. In performing the services required under this Agreement, the Firm will not discriminate against any person based on race, color, religion, sex, national origin, age or disability.

C. All references in this Agreement to any gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

D. The provisions of this Agreement are deemed to be severable. If any provision in this Agreement is found to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect.

E. All services provided pursuant to this Agreement are for the exclusive use and benefit of CRWA.

F. CRWA is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). This Agreement and all written information generated under this Agreement may be subject to release under the Public Information Act. Certain exceptions to the Act exempt attorney-client communications. However, the Firm will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of CRWA.

G. CRWA and the Firm, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. CRWA and the Firm may not assign, sublet or transfer any interest in this Agreement without the written consent of the other, which consent may be withheld in the discretion of either party.

H. This Agreement represents the entire and integrated agreement between CRWA and the Firm, and it supersedes all prior negotiations, representations or agreements either written or oral. Changes in the scope of services or the Firm compensation under this Agreement are subject to the written approval of CRWA in accordance with its policies. Otherwise, this Agreement may be amended only by written instrument approved by CRWA's governing body and signed by both the Authority and the Firm.

I. Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

J. In the event of any conflict between these Specific Terms and Conditions for Legal Services Agreement (including Attachments "B-1" and "B-2") and the provisions of this Agreement and any other ~~any~~ exhibit or attachment to this Agreement, the Specific Terms and Conditions for Legal Services Agreements shall ~~provisions imposing greater responsibility on the Firm will~~ control.

4861-2101-8032, v. 1

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Attachment "B-1"
GENERAL DESCRIPTION OF SCOPE OF DUTIES FOR GENERAL COUNSEL

Key responsibilities of the General Counsel and the general Scope of Services to be provided are as follows:

a. Advise the CRWA's Board of Trustees relating to the Board's oversight of the Authority.

b. Advise the CRWA Board of Trustees, General Manager, management, committees, and staff on water utility related legal issues that arise or that may arise so that they can evaluate CRWA's positions, strategies, policies and courses of action, and seek their guidance and direction in determining positions, strategies, policies, and courses of action related to CRWA's business and responsibilities under the law.

~~a.~~c. Provide all other legal advice to the CRWA Board of Trustees, General Manager, management, committees and staff ~~and Board of Trustees~~ to ensure that CRWA operates within the law at all times.

~~b.~~d. Draft, ~~and~~ review, revise and/or comment on agendas, memoranda, legal documents, contracts, audit letter responses and other instruments.

e. Perform necessary research and draft memoranda and legal opinions on all legal matters involving CRWA.

~~c.~~f. Advise CRWA on legal, regulatory, and legislative matters, and assist in formulating litigation and conflict resolution strategy.

~~d.~~g. Communicate with outside counsel, member entities, associate members, wholesale customers, policy makers, consultants, and regulators.

~~e.~~h. Maintain a record of CRWA bylaws, policies, contracts, and other legal documents.

~~f.~~i. Work collaboratively with CRWA's Special Counsel, Water Counsel, and Bond Counsel.

~~g.~~j. Update CRWA on pertinent legislative and regulatory changes.

k. Advise CRWA's Board of Trustees on matters of parliamentary procedure, and Open Meetings and Public Information Acts.

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l. Advise the CRWA Board of Trustees regarding ethics and conflicts of interest issues.

~~h.~~m. Advise the CRWA Board of Trustees, General Manager, management, committees and staff on their status, rights, duties, obligations and limitations as public officers.

n. Attend in-person and virtual meetings (including regular, special and emergency Board of Trustees meetings) to provide legal advice and direction to the CRWA Board of Trustees, General Manager, management, committees, and staff. Some meetings will occur outside of traditional business hours.

o. Providing activity status reports to CRWA Board of Trustees and management, as requested.

p. Abiding by all ethics rules which apply to lawyers.

q. All other legal matters requested and assigned by the CRWA Board of Trustees, General Manager and management.

ATTACHMENT "B-2"

CERTIFICATE OF INSURANCE FOR THE FIRM'S PROFESSIONAL LIABILITY COVERAGE

ATTACHMENT "B-3"

CERTIFICATE OF INSURANCE FOR THE FIRM'S COMPREHENSIVE GENERAL LIABILITY COVERAGE

CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	REPRESENTATIVE OF CRWA TO ARWA BOARD OF DIRECTORS	CRWA 24-04-008

INITIATED BY KERRY AVERYT

STAFF RECOMMENDATION

Appoint, through a process of nomination and vote of the Board, a representative of Canyon Regional Water Authority to the Alliance Regional Water Authority Board of Directors.

BACKGROUND INFORMATION

The Alliance Regional Water Authority is governed by a thirteen (13) member Board of Directors comprised of four (4) elected officers and nine (9) regular board members appointed by its member entities. As a member entity, CRWA is entitled to appoint four (4) representatives to the Alliance Board. CRWA is currently represented on the Alliance Board by appointees from three (3) of CRWA's member entities that are participants in the Alliance Project through CRWA: Crystal Clear SUD, Green Valley SUD, and County Line SUD. No CRWA staff member currently serves on the Alliance Board.

One of CRWA's positions on the Alliance Board of Directors is currently occupied by Humberto Ramos, but his term is set to expire. Mr. Ramos was a CRWA staff member at the time of appointment but has subsequently separated from CRWA employment and is now employed by County Line SUD ("CLSUD"). CRWA has previously appointed another CLSUD employee to serve as a CRWA representative on the Alliance Board.

Mr. Ramos has done a commendable job of representing CRWA on the Alliance Board and is eligible for reappointment. However, as a result of his changed employment situation, Mr. Ramos' continued or renewed appointment would result in CLSUD having more representation on the Alliance Board than other CRWA member-entities that participate in the Alliance Project, and also in CRWA having no staff representation.

The CRWA Board of Trustees should accept nominations for a an individual to serve as CRWA's appointed representative to the ARWA Board of Directors, and thereafter take action to appoint such individual.

FINANCIAL IMPACT

MOTION

Motion to approve the following resolution.

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-008

BE IT RESOLVED that during the CRWA Board of Trustees meeting conducted on April 15, 2024, _____ was nominated from the floor to serve as a representative for Canyon Regional Water Authority on the Alliance Regional Board of Directors. Following a vote upon the nominees, the said _____ was appointed by majority vote of the Trustees.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION

DATE	SUBJECT	AGENDA NUMBER
04/15/2024	FIRST AMENDED AGREEMENT	CRWA 24-04-009

INITIATED BY TIM FOUSSE

STAFF RECOMMENDATION

Accept and approve the *First Amendment Agreement for Consulting Services* by and between CRWA and Randolph "Randy" Schwenn. This amendment shall amend and supersede that certain *Consulting Agreement for Interim General Manager Services* dated January 2, 2024.

BACKGROUND INFORMATION

On January 2, 2024, CRWA entered into that certain *Consultant Agreement for Interim General Manager Services* (the "Agreement") with Randolph "Randy" M. Schwenn. The Agreement engaged Mr. Schwenn to provide consulting services as CRWA's Interim General Manger during the period that CRWA conducted its search for a general manager. The Agreement contains a scope of services that includes all of the job duties of CRWA's general manager and provides for a thirty-five (35) hour work week.

On March 25, 2024, the Board of Trustees appointed Kerry Averyt, P.E. as the District's General Manager pursuant to that certain *Employment Contract*. Mr. Averyt commenced employment with CRWA on March 25, 2024, and at that time assumed all duties of the general manager as prescribed by the Board of Trustees and as described in the *Employment Contract*. As a result, CRWA no longer requires services of an interim general manager, but desires to continue its consulting engagement with Mr. Schwenn.

The proposed amendment revises Mr. Schwenn's duties, removes the title and job duties of Interim General Manager, removes any reference to a specific number of hours, and otherwise provides that Mr. Schwenn will serve at the pleasure, discretion and direction of the General Manager.

The proposed amendment is intended to be effective on April 15, 2024 and continue until June 30, 2024, after which time it will continue on a month-to-month basis until either party provides 30 days written notice of termination.

The proposed amendment will in all respects supersede the Agreement.

FINANCIAL IMPACT

Mr. Schwenn will be paid an hourly rate of $75.00 and will also be entitled to reimbursement of expenses and mileage. He will also be supplied with a CRWA owned laptop and mobile phone, the service for which will be paid for by CRWA. The cost of Mr. Schwenn's services will be a product of the amount of time that he is called upon by the General Manager to perform services.

MOTION

Motion to approve the following resolution.

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CANYON REGIONAL WATER AUTHORITY

RESOLUTION NO. 24-04-009

BE IT RESOLVED that the Canyon Regional Water approves entry into the *First Amendment Agreement for Consulting Services* with Randolph "Randy" Schwenn, and authorizes the President of the Board of Trustees to execute the same on behalf of the Authority.

Adopted this 15th day of April 2024

Ayes ____ Nays____ Abstained____ Absent____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Doris Steubing
Secretary

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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 IRS 1099.

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,

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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.

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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

CPM

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.

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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.

FIRST AMENDED
AGREEMENT FOR CONSULTING SERVICES
BY AND BETWEEN
CANYON REGIONAL WATER AUTHORITY
AND
RANDOLPH "RANDY" M. SCHWENN

This *First Amended Agreement for Consulting Services* (the "First Amendment") is entered and effective on April 15, 2024 (the "Effective Date") and shall serve to amend and supersede that certain *Consultant Agreement for Interim General Manager Services* by and between **Canyon Regional Water Authority**, (the "District"), and **Randolph "Randy" M. Schwenn** ("Consultant") dated January 2, 2024 (the "Agreement"). The District and Consultant are collectively referred to as the "Parties," and each a "Party."

RECITALS:

WHEREAS, Consultant was engaged by the District, pursuant to the terms and conditions of the Agreement, to provide consulting services as the District's Interim General Manger during the period that the Authority conducted its search for a general manager; and

WHEREAS, on March 25, 2024, the Board of Trustees of the District appointed Kerry Averyt, P.E. (the "General Manager"), as the District's General Manager pursuant to that certain *Employment Contract*; and

WHEREAS, the General Manager commenced employment with the District on March 25, 2024, and at that time assumed all duties of the District's general manager as prescribed by the District's Board of Trustees and as described in the *Employment Contract*; and

WHEREAS, the District no longer requires services of an interim general manager, but desires to continue its consulting engagement with Consultant in accordance with the terms and conditions of this First Amendment.

AGREEMENT

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. **Services.** The Parties agree that Consultant shall provide to the District such services as may be requested, from time to time, by the General Manager (the "Services"). Consultant acknowledges that Consultant shall have no set hours or schedule and that there exists no guarantee concerning the extent or frequency that the Services will be requested. Consultant shall be subject to and serve at the direction and pleasure of the General Manager.

2. **Independent Contractor.** Consultant shall at all times 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 First Amendment. Nothing herein shall be construed to create an employer-employee relationship, and any such relationship is hereby disclaimed and denied by the Parties. Each year during the Term or any extension or renewal of this First Amendment, the District will deliver to Consultant a form 1099-MISC within such time as is prescribed by law.

3. **Term.** This First Amendment will be effective as of the Effective Date and, unless terminated in accordance with Paragraph 9 hereof, will continue until **June 30, 2024**, after which time it will automatically renew on a month-to-month basis until such time as a Party delivers to the other Party thirty (30) days written notice of termination.

4. **Compensation.** The District will compensate Consultant for the Services provided hereunder, as follows:

   A. An hourly rate of $75.00 per hour. 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 on behalf of the District and advanced by Consultant in direct connection with Consultant's performance of the Services. Consultant's invoices for expense reimbursement 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 of the Services.

   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 First Amendment is in effect. All such equipment shall remain the property of the District and shall be returned to the District upon expiration or termination of this First Amendment.

   E. The District shall, on behalf of Consultant, maintain in place and pay all unpaid premiums related to that certain policy of errors and omissions insurance numbered 65 PG 0607893-24 issued by Twin City Fire Insurance Company with effective date of February 1, 2024 and expiration date February 1, 2025. Consultant shall pay all charges and premiums for renewal or extension of the aforementioned policy and/or for any replacement policy of errors and omissions insurance as required by this section. Anything to the contrary herein, Consultant agrees to, at Consultant's sole expense, maintain in effect at all times that this First Amendment is in effect, a policy of errors and omissions insurance in an amount of at least $1,000,000 covering acts and omissions of Consultant that may occur in connection with the Services.

5. **Payment.** Consultant shall, at regular intervals, remit to the District a written Invoice reflecting all services performed in the preceding period. Each such Invoice will reflect: the total time expended during the 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 4(A) of this First Amendment. Requests for reimbursement of expenses or mileage in accordance with Paragraph 4(B and C) may be included in Consultant's invoices for services performed, or in separate writings.

6. **Location of Services to Be Provided.** Consultant may comply with and discharge his duties at any location acceptable to the General Manager; 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 may be requested 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 be requested to 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.** If required to perform the Services *and approved by the General Manager*, Consultant may be granted reasonable access to the District's office, computerized data storage (including network and shared drives), SCADA systems, books, and records. Consultant shall exclusively use an assigned CRWA email address 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. *If expressly authorized by the General Manager in writing*, Consultant will be authorized to consult with and call upon the services of the District's existing professional consultants (engineers, attorneys and other professionals) in connection with the rendition of the Services.

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 General Manager upon written request.

9. **Termination.** Anything to the contrary herein notwithstanding, the District (acting by and through the General Manager) may terminate the Consultant immediately and without prior written notice in the event that Consultant, in the sole opinion of the General Manager, engages in any of the following:

   A. Insubordination, unethical or unprofessional conduct, or other conduct by Consultant which involves moral turpitude as determined by the General Manager;

   B. Consultant pleads guilty or no contest to, is convicted of, or is indicted for violating any federal, state and/or local laws (save and except minor traffic or parking citations in non-District vehicles) which, in the sole discretion of the General Manager, directly or indirectly adversely affects the name, reputation or goodwill of the District;

   C. Commission of any material act of dishonesty which undermines or is incompatible with Consultant's and the District's independent contractor relationship (including, but not limited to, misrepresentation, misappropriation, theft, or fraud);

D. Intentional or reckless conduct which creates a risk of injury to the District's personnel or property or to members of the public.

10. Miscellaneous.

A. Entire Agreement. This First Amendment constitutes the entire agreement between the parties concerning the Services and Consultant's engagement as a consultant of the District.

B. Supersedes Prior Agreement; Controlling Document. This First Amendment supersedes the Agreement first mentioned above, and in the event of a conflict between any term or provision contained in the Agreement and those contained herein, this First Amendment shall control.

C. Amendment/Modification. This First Amendment may not be modified other than in writing signed by the Parties and approved by the District's Board of Trustees.

D. Assignment / Binding Effect. This First Amendment is personal to Consultant and may not be assigned by Consultant.

E. No Waiver. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy under this First Amendment 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.

F. Governing Law. This First Amendment will be governed by the laws of the State of Texas without giving effect to the principle of conflict of laws of any jurisdiction.

G. Exclusive Jurisdiction. All actions or proceeding relating to this Agreement will be tried and litigated only in the Texas state courts located in Guadalupe County, Texas. Consultant and the District mutually submit to the exclusive jurisdiction of such courts for the purpose of any such action or proceeding, and this submission cannot be revoked.

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I. Interpretation. No part of this First Amendment 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
By authorization of the Board of Trustees pursuant to a resolution adopted on April 15, 2024

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