



**REGULAR MEETING
RIVERBEND WATER RESOURCES DISTRICT
PUBLIC NOTICE OF BOARD OF DIRECTORS' MEETING
WEDNESDAY, NOVEMBER 16, 2022
12:00 P.M.
228 TEXAS AVENUE, SUITE A, NEW BOSTON, TX 75570**

*Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of the Riverbend Water Resources District will conduct a meeting; open to the public, on **Wednesday, November 16, 2022, at 12:00 p.m.**, at the Riverbend Water Resources District ("Riverbend") office, in the **Conference Room** located at **228 Texas Avenue, Suite A, New Boston, TX 75570.***

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

A G E N D A

- I. CALL TO ORDER & ROLL CALL
- II. INVOCATION & PLEDGE
- III. PUBLIC COMMENTS

The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must sign in on the public comment sheet. The time limit is five (5) minutes per speaker. Subject to the provisions set forth under Section 551.007 of the Government Code.

- IV. CONSENT AGENDA ITEMS

- A. Discussion and possible action regarding October 26, 2022 Regular Meeting minutes.



V. REGIONAL ENTITY REPORTS

- A. Discussion and possible action regarding activities with Sulphur River Basin Authority.
- B. Discussion and possible action regarding activities with TexAmericas Center.
- C. Discussion and possible action regarding activities with ArTex-REDI.

VI. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

The Board of Directors will consider, discuss, and if appropriate, take action on the following item(s):

- A. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to execute an amendment to the funding contract with the Texas Water Development Board for the 6th Cycle of Regional Planning on behalf of North East Texas Regional Water Planning Group.**

This agenda item pertains to executing Amendment No. 1 to the contract between TWDB and RWRD for the development of the 2026 Regional Water Plan for Region D, which was originally executed on July 13, 2021. This will be the first of a few amendments as we go through the planning cycle and TWDB makes funding available. This amendment would take the total committed funds from \$205,691 to \$606,747. It also amends several exhibits in the contract as they pertain to scope of work, task and expense budgets, and general guidelines for the 2026 Regional Water Plan deliverables. TWDB has executed this amendment. We are required to seek approval and submit an executed copy to TWDB before the end of the year. Staff recommends approval.

Action item: Consider motion for approval of RESO 20221116-01 authorizing the Executive Director/CEO to execute an amendment to the funding contract with the Texas Water Development Board for the 6th Cycle of Regional Planning on behalf of North East Texas Regional Water Planning Group.

- B. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to enter into a service agreement for water and wastewater services with the City of Annona.**

In August, staff brought a service agreement forward for consideration with the City of Maud to provide wastewater services and the hope was that this service agreement could be used in the future as a template for other members who might



like RWRD to provide water/wastewater services for them in the future. Since then, staff has been working on finalizing a water/wastewater services agreement with the City of Annona using the service agreement from Maud as the template. We have met with Annona to go over the proposed services to be provided and discuss the possible costs for this agreement. The draft agreement is attached in the packet and with board approval, we would work with Annona to finalize the agreement in the near future. The agreement has an initial five-year term, with renewable options going forward after the initial term. The annual amount of the agreement is for \$38,480 (\$740/wk) and the contract provides for a “true-up” every year after the initial year. Staff recommends approval.

Action item: Consider motion for approval of RESO 20221116-02 authorizing the Executive Director/CEO to enter into a service agreement for water and wastewater services with the City of Annona.

C. Discussion and possible action regarding approval of a resolution approving changes to the Personnel Policy Manual.

Section 8-13 of the Personnel Policy Manual discusses Conflict of Interest and Business Ethics. In a bullet list in that section, it discusses possible conflict of interests while being employed by RWRD. This agenda item pertains to the board considering updating the wording of one of the bullets to more clearly state allowable service opportunities for RWRD employees. Staff recommends approval.

Action item: Consider motion for approval of RESO 20221116-03 changes to the Personnel Policy Manual.

VII. REPORTS

A. Board Members

B. Executive Director/CEO

VIII. EXECUTIVE SESSION

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section



551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

IX. NEXT REGULAR MEETING

Riverbend Regular Meeting, January 25, 2023 at 12:00 p.m. at Riverbend Offices,
228 A Texas Avenue, New Boston, Texas 75570.

X. ADJOURNMENT

Kyle Dooley

Kyle Dooley, Executive Director/CEO
Riverbend Water Resources District

*Persons with disabilities who plan to attend the RWRD Board of Directors' meeting and who may need auxiliary aids or services are requested to contact the RWRD Administrative Offices at (903) 831-0091, as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, NOVEMBER 16, 2022**

**CONSENT AGENDA ITEM IV. A.
October 26, 2022
Regular Meeting Minutes**

**Regular Called Meeting
Riverbend Water Resources District
Board Meeting Minutes**

October 26, 2022

228 Texas Avenue, Suite A, New Boston, Texas 75570

M I N U T E S

I. Call to Order, Roll Call, and Establishment of Quorum and Certification of Notice

Pursuant to a notice posted on the District website, the Chair, Tina Veal-Gooch, President of the Board, called the meeting to order at 12:05 p.m.

Directors Present:

Van Alexander, President
Steve Mayo, Vice President
Fred Milton, Treasurer

Directors Absent:

Tina Veal-Gooch, Past President
Sonja Hubbard, Secretary

Administration Present:

Kyle Dooley, Executive Director/CEO
Tara Houck, CFO
Eli Hunt, Director of Operations
Becky Melton, HR Manager/Executive Assistant

Public Present:

Please see the attached list for additional guests.

II. Invocation & Pledge

Sonja Hubbard led the invocation and the pledge of allegiance.

III. Public Comments

None.

IV. CONSENT AGENDA ITEMS

A. Discussion and possible action regarding the September 28, 2022 Regular Meeting minutes.

- B. Discussion and possible action regarding approval of RESO 20221026-01 authorizing the Executive Director/CEO to enter into an agreement for services with Wilf Henderson, PC for annual audit services for FY 2022.

A motion was made by Fred Milton and seconded by Steve Mayo to approve the Consent Agenda Items as presented. The motion passed unanimously.

V. Presentation by Dr. Sandra Shambarger and Dr. Burks regarding fluoride and drinking water.

Dr. Shambarger, Dr. Deskin, and Dr. Burks presented the Board with information regarding the need for fluoride injection into the new regional water system

VI. Regional Entity Reports

- A. Discussion and possible action regarding activities with Sulphur River Basin Authority (SRBA).

No report. No action taken.

- B. Discussion and possible action regarding activities with TexAmericas Center (TAC).

No report. No action taken.

- C. Discussion and possible action regarding activities with Ar-Tex REDI.

No report. No action taken.

VII. Agenda Items for Individual Consideration

- A. Discussion and possible action regarding approval of a resolution ratifying the service contract executed by the Executive Director/CEO with Red River Army Depot for analytical services.

Kyle Dooley provided that this annual service contract RWRD typically has in place for analytical testing of waste water. Red River Army Depot has provided this service for a number of years. The current contract was to expire on October 10, 2022 and the new contract was scheduled to start on October 11, 2022. We received the final copy of the contract to consider for execution on October 5, 2022. The testing we need provided is continual, so the contract needed to be signed so as not to allow an interruption in service. Upon guidance from our legal counsel, the Executive Director executed the contract and is asking for ratification for the new contract.

A motion was made by Steve Mayo and seconded by Fred Milton to approve RWRD RESO 20221026-02 ratifying the service contract executed by the Executive Director/CEO with Red River Army Depot for analytical services. The motion passed unanimously.

VII. Riverbend Reports

A. Board Members

Fred Milton provided an update on Region D. The Texas Water Development Board (TWDB) provided information on some policy changes. The federal government is getting involved in lead and copper. We anticipate some guidance coming down by the end of the year that may force water utilities and wholesale water providers to go beyond the meter with respect to lead and copper pipes. The infrastructure on the other side of the meter does not belong to the water provider but they could be held responsible for it. From a planning perspective on water demand and water usage is, they will no longer plateau the water use projection numbers. If there is a trend for the water use numbers to decrease, they will continue that decrease. If there is an increase, the projection numbers will increase.

B. Executive Director/CEO

Kyle Dooley provided the following updates:

Region D: Amendments to the contract with TWDB will be on the agenda next month. The remaining funds for the 5-year cycle will be available. Previously, there was just a portion of those funds available. The total will be in the neighborhood of \$1.1 Million.

Board Members: Tina Veal Gooch was approved at the TexAmericas Board meeting yesterday to continue to serve on the Riverbend Board. Sonja Hubbard is up for reappointment on the City of Texarkana, Texas' agenda. On October 12th, there was a mayors meeting held to discuss the At-Large Board Member currently held by Van Alexander. Two nominations were made via email. Counting the votes received, Van Alexander was reappointed as the At-Large Board Member. A draft resolution approving Mr. Alexander as the board member, will be sent individually to each at-large member entity for consideration at their board or council meeting before the end of the year.

Regional Water System Project: Matt Garcia with Pape-Dawson provided an update. Riverbend staff has completed the review of all documents. These documents will become part of the Request for Qualifications (RFQ) for a design consultant so that there is a clear understanding of the project. Pape continues to support staff on coordination with the USACE. Despite delays, the schedule is still on track. Construction costs are still being monitored. A new letter has been drafted for Riverbend to review for the initiation of the overall outgrant process and is being reviewed now. This outgrant process is related to the easement acquisition. This letter will be part of the application Riverbend submits for the intake. Riverbend will be in contact with Ray Russo to discuss the letter as well. This letter should get the USACE to start the review process to concur that there is a way forward so a formal letter can be submitted to the TWDB to get design and construction dollars released. Pape-Dawson is working on time estimates on when funds are released so we can back into the timeline on when the RFQ should be posted.

Ultimate Rule Curve: Mike Kingston sent an email regarding the scope of work and a cost estimate. The initial cost estimate was about \$2.3 million. Since that time, bids have come in closer to \$4.4 million. The project does have \$5.5 million set aside for the required

studies. This change will require either an amendment to the contributed funds agreement or a completely new agreement.

Industrial Wastewater Plant: The Army decided they do not want to apply for any TWDB programs for funding. They asked for an amortization schedule for 20-30 years on \$25-30 million from the open market. Kyle and Eli are reviewing the numbers before they're presented to Army at budget time in 2023.

No action taken.

VIII. Executive Session

The board stood at ease at 1:07 p.m.

The board reconvened in Executive Session at 1:15 p.m. with quorum pursuant to sections 551.071 and 551.074 of the Texas Open Meetings Act.

The board came out of Executive Session at 1:54 p.m.

The board reconvened with quorum at 1:55 p.m.

IX. Next Riverbend Meetings

Riverbend Regular Meeting, November 16, 2022 at 12:00 p.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

X. Adjournment

With no additional business to be discussed, a motion was made by Fred Milton and seconded by Steve Mayo to adjourn the meeting at 1:56 p.m. The motion passed unanimously.

The minutes of the Riverbend Water Resources District Board of Directors meeting, held on October 26, 2022, were read, and approved on the _____ day of _____, 2022.

Van Alexander, President

Attest:

Kyle Dooley, Executive Director/ CEO

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, NOVEMBER 16, 2022**

**CONSENT AGENDA ITEM VI. A.
RWRD RESO 20221116-01
TWDB Funding Contract**



RIVERBEND RESOLUTION NO. 20221116-01

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN
AMENDMENT TO THE FUNDING CONTRACT WITH THE TEXAS WATER
DEVELOPMENT BOARD FOR THE 6th CYCLE OF REGIONAL WATER PLANNING
ON BEHALF OF NORTH EAST TEXAS REGIONAL WATER PLANNING GROUP**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, The North East Texas Regional Water Planning Group ("NETxRWPG" or "Region D") was established by the Texas Water Development Board (TWDB) on February 19, 1998, and any subsequent additional appointments by the initial coordinating body. The purpose of the NETxRWPG shall be to provide comprehensive regional water planning and to carry out the related responsibilities placed on regional water planning groups by state law, including Texas Water Code Chapter 16 and TWDB rules, including 31 TAC Chapter 355, 357, and 358, in and for the North East Texas Regional Water Planning Area; and

WHEREAS, TWDB is providing more funding for the 6th cycle of Regional Water Planning through an amendment to the funding contract signed July 13, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District hereby authorizes the Executive Director/CEO to execute an amendment to the funding contract with the Texas Water Development Board for the 6th cycle of regional water planning on behalf of North East Texas Regional Water Planning Group.

PASSED and APPROVED this 16th day of November 2022

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: TWDB Contract



TWDB Contract No. 2148302556

STATE OF TEXAS

TEXAS WATER DEVELOPMENT BOARD (TWDB)

TRAVIS COUNTY

and

RIVERBEND WATER RESOURCES DISTRICT

AMENDMENT NO. 1

This Contract, executed on July 13, 2021, is hereby amended as follows:

1. SECTION I, ARTICLE I, Paragraph C, COMMITTED FUNDS, is increased by \$401,056.00, bringing the total COMMITTED FUNDS amount to \$606,747.00.
2. SECTION I, ARTICLE I, Paragraph U is replaced with the following:
 - U. TOTAL PROJECT COST – Not to exceed \$1,102,903.00 or 100 percent of the necessary and direct planning costs for the development of the REGIONAL WATER PLAN, whichever is less.
3. SECTION I, ARTICLE II, Paragraph A is replaced with the following:
 - A. TWDB will not be liable for any expenses incurred in excess of COMMITTED FUNDS.

At the time of the execution of this CONTRACT, TWDB was not appropriated sufficient funds to provide the TOTAL PROJECT COST to CONTRACTOR. Of the TOTAL PROJECT COST, TWDB hereby makes available to CONTRACTOR, pursuant to the terms of this CONTRACT, an amount not to exceed COMMITTED FUNDS. If additional funds become available to TWDB for the purpose of making grants for preparation of regional water plans, TWDB will allocate additional COMMITTED FUNDS to CONTRACTOR, not to exceed the TOTAL PROJECT COST.

If at any time the EXECUTIVE ADMINISTRATOR determines that there will not be sufficient additional appropriated funds to complete the REGIONAL WATER PLAN, the EXECUTIVE ADMINISTRATOR will either issue an order to terminate this CONTRACT pursuant to the terms of Section II, Article VII or negotiate amendments to the scope of work. CONTRACTOR agrees to use its best efforts to timely negotiate any required amendments.

This CONTRACT does not require CONTRACTOR to incur costs beyond those that can be paid with COMMITTED FUNDS. However, this provision does not relieve the REGIONAL WATER PLANNING GROUP from its duty under Texas Water Code § 16.053 to prepare a regional water plan.

4. SECTION I, ARTICLE II, Paragraph C, is replaced with the following:

- C. Task 5B, Evaluation and Recommendation of Water Management Strategies and Projects, is a contingent budget item that requires a written "Notice to Proceed" from the EXECUTIVE ADMINISTRATOR prior to commencement of work by CONTRACTOR. Upon receipt of the "Notice to Proceed" from the EXECUTIVE ADMINISTRATOR, CONTRACTOR may commence work under the related Scope of Work item. Expenses for work performed related to this task prior to receipt of the written "Notice to Proceed" may be ineligible for reimbursement, at the EXECUTIVE ADMINISTRATOR'S discretion. The budget flexibility described under Section II, Article IV, Item E does not apply to this task budget unless reimbursement of the associated task budget is authorized by a written "Notice to Proceed".

6. SECTION II, ARTICLE II, Paragraph A, is replaced with the following:

- A. CONTRACTOR must develop a TECHNICAL MEMORANDUM, INITIALLY PREPARED REGIONAL WATER PLAN, and REGIONAL WATER PLAN for the REGIONAL WATER PLANNING AREA according to:

1. Exhibit A – First Amended Scope of Work
2. Exhibit B – First Amended Task and Expense Budgets
3. Exhibit C – First Amended General Guidelines for Development of the 2026 Regional Water Plans¹
4. Exhibit D – Guidelines for 2026 Regional Water Plan Data Deliverables¹
5. Exhibit E – Original Application (cover pages as a reference to the full, original grant application)

7. SECTION II, ARTICLE III, Paragraph G, is replaced with the following:

- G. CONTRACTOR must include a copy of the EXECUTIVE ADMINISTRATOR's comments on the INITIALLY PREPARED REGIONAL WATER PLAN in the adopted REGIONAL WATER PLAN, with a summary of all other comments received on the INITIALLY PREPARED REGIONAL WATER PLAN, including written explanations of how the REGIONAL WATER PLAN was revised in response to comments or why changes recommended in a comment were not warranted.

CONTRACTOR must submit:

- one (1) electronic copy of all files on which the plan is based (e.g. spreadsheets, maps); and
- two (2) electronic copies of the entire REGIONAL WATER PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format. In compliance with 1 Texas Administrative Code Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites, Web

¹ Exhibit C, First Amended General Guidelines for Development of the 2026 Regional Water Plans and Exhibit D, Guidelines for 2026 Regional Water Plan Data Deliverables, will be posted on the TWDB website at: <https://www.twdb.texas.gov/waterplanning/rwp/planningdocu/2026/documents.asp>. The RWPGs must utilize the latest version posted on the website.

Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference, which can be found at:

<https://www.w3.org/WAI/WCAG21/quickref/>), the electronic copy of the REGIONAL WATER PLAN must comply with the requirements and standards specified in statute.

8. SECTION II, ARTICLE XI, Item 3, Paragraph N is added as follows:

N. CONTRACTOR certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). CONTRACTOR also agrees that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

9. SECTION II, ARTICLE XI, Item 3, Paragraph P is added as follows:

P. CONTRACTOR certifies that it is not prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to the regulation of firearm suppressors). CONTRACTOR also agrees that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Government Code § 2.104.

10. Exhibit A, Scope of Work, is replaced with First Amended Scope of Work, included as Attachment 1 to this amendment.

11. Exhibit B, Task and Expense Budgets, is replaced with First Amended Task and Expense Budgets, included as Attachment 2 to this amendment.

12. Exhibit C, General Guidelines for Development of the 2026 Regional Water Plans, will be revised and placed on TWDB website and denoted as First Amended General Guidelines for Development of the 2026 Regional Water Plans.

13. Exhibit D, Guidelines for 2026 Regional Water Plan Data Deliverables, will be placed on TWDB website and denoted as Guidelines for 2026 Regional Water Plan Data Deliverables.

All other terms and conditions of TWDB Contract No. 2148302556 remain the same in full force.

IN WITNESS WHEREOF, the parties hereto cause this Amendment to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

RIVERBEND WATER RESOURCES DISTRICT

By: _____
Jeff Walker
Executive Administrator

By: _____
Kyle Dooley
Executive Director

Date: _____

Date: _____

Exhibit A

First Amended Scope of Work

2026 Regional Water Plans

August 2022

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¹ Requirements for each task are further explained in the *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.

Task 1- Planning Area Description

The objective of this task is to prepare a standalone chapter (in accordance with 31 Texas Administrative Code (TAC) §357.22(b)) to be included in the 2026 Regional Water Plan (RWP) that describes the regional water planning area (RWPA).

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.30.

This Task includes, but is not limited to, performing all work in accordance with Texas Water Development Board (TWDB) rules and guidance required to:

1. Designate major water providers (MWP) in the RWPA for planning purposes.
2. Identify wholesale water providers (WWP) in the RWPA for planning purposes.
3. Review and summarize relevant existing planning documents in the region including those that have been developed since adoption of the previous regional water plan. Documents to be summarized include those referenced under 31 TAC §357.22.
4. Prepare a chapter that describes the RWPA including the following:
 - a. social and economic aspects of a region such as information on current population, economic activity and economic sectors heavily dependent on water resources;
 - b. current water use and major water demand centers;
 - c. current groundwater, surface water, and reuse supplies including major springs that are important for water supply or protection of natural resources;
 - d. MWPs;
 - e. agricultural and natural resources;
 - f. identified water quality problems;
 - g. identified threats to agricultural and natural resources due to water quantity problems or water quality problems related to water supply;
 - h. summary of existing local and regional water plans;
 - i. the identified historic drought(s) of record within the planning area;
 - j. current preparations for drought within the RWPA;
 - k. information compiled by the TWDB from water loss audits performed by Retail Public Utilities pursuant to 31 TAC §358.6 (relating to Water Loss Audits); and
 - l. an identification of each threat to agricultural and natural resources and a discussion of how that threat will be addressed or affected by the water management strategy (WMS) evaluated in the plan.
5. Disseminate the chapter document and related information to regional water planning group (RWPG) members for review.
6. Modify the chapter document based on RWPG, public, and/or agency comments.
7. Submit the chapter document to the TWDB for review and approval.
8. Make all efforts required to obtain final approval of the regional water plan (RWP) chapter by the TWDB.

Deliverables: A completed Chapter 1 describing the RWPA must be included in the Initially Prepared Plan (IPP) and final 2026 RWP.

Task 2A - Non-Municipal Water Demand Projections

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) to be combined with Task 2B and included in the 2026 RWP that describes the projected population and water demands in the RWPA.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.31.

TWDB staff will develop draft non-municipal water demand projections for 2030-2080 for all water demand categories unrelated to population (mining, manufacturing, irrigation, steam-electric power, and livestock) based on the most recent TWDB historical water use estimates. The same methodologies used for the 2022 State Water Plan will be applied to the 2027 State Water Plan projections, except for mining demands. The draft mining demand projections will be prepared based on an updated methodology to be developed by the Bureau of Economic Geology through a contracted mining water use study funded by the United States Geological Survey.

TWDB staff will provide draft water demand projections for all associated non-municipal water user group (WUG) to the RWPGs for their review and input.

Each RWPG will review the draft projections and may provide input to the TWDB or request specific changes to the draft projections from TWDB along with justifications and supporting data as specified in the guidance document *First Amended General Guidelines for Development of the 2026 Regional Water Plans*. The emphasis of this effort will be on identifying appropriate revisions based on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.

If adequate justification is provided by the RWPG to the TWDB, draft water demand projections may be adjusted by the TWDB in consultation with the Texas Department of Agriculture, Texas Commission on Environmental Quality, and Texas Parks and Wildlife Department. Once RWPG input and requested changes are considered, final water demand projections will be adopted by the TWDB's governing Board (Board). The adopted projections will then be provided to each RWPG. Planning groups must use the Board-adopted projections when preparing their RWPs.

TWDB will directly populate the state water planning database (DB27) with all WUG-level projections and make related changes to DB27 based on Board-adopted projections.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive and make publicly available the draft non-municipal water demand projections provided by the TWDB.
2. Evaluate draft non-municipal water demand projections provided by the TWDB.
3. Review comments received from local entities and the public for compliance with TWDB requirements.
4. Prepare detailed feedback on draft non-municipal water demand projections, as necessary, including justification and documentation supporting requested changes from the RWPG and/or local entities with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.
5. Submit numerical requests for revisions of draft non-municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the RWPG, based on, for example, requests received from local entities, in accordance with the contract guidance

document *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.

6. Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
7. Assist the TWDB, as necessary, in resolving final allocations of water demands to WUGs to conform with any control totals defined by the TWDB, for example, by county and/or region.
8. Prepare non-municipal water demand projection summaries for WUGs using final, Board-adopted projections to be provided by the TWDB, as necessary, and incorporate into any Technical Memorandum, IPP, and final RWP. Any RWPG-created data tables should match the appropriate final data as reported by DB27.
9. Modify any associated non-municipal water demand projections for MWPs, as necessary based on final, Board-adopted WUG water demand projections.
10. Review the TWDB *Water Demand* report(s) from DB27 and incorporate these agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB DB27 reports, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
11. Update WWP contractual obligations to supply water to other entities and report this information along with projected demands, including within DB27 and within any planning memorandums or reports, as appropriate.
12. Review aggregated water demand projections for MWPs provided by the TWDB. This will include retail demand data if the MWP is a WUG, and contract demand data based on data entered by the planning group into DB27 if the MWP is a WWP.
13. Summarize and present projected water demands for MWPs by category of use for each planning decade and incorporate this table into the IPP and final RWP.
14. Disseminate the chapter document and related information to RWPG members for review.
15. Modify the chapter document based on RWPG, public, and/or agency comments.
16. Submit the chapter document to the TWDB for review and approval; and
17. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 2 (including work from both Tasks 2A and 2B) presenting the projected population and water demands must be included in the IPP and final 2026 RWP.

Task 2B - Population and Municipal Water Demand Projections

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) to be combined with Task 2A and included in the 2026 RWP that describes the projected population and water demands in the RWPA.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.31.

TWDB staff will prepare a new municipal WUG entity list including collective reporting units for each RWPG based on the WUG criteria under 31 TAC §357.10(43) with associated historical population and water use estimates and Gallons Per Capita Daily (GPCD) and provide them to RWPGs for their review and input.

RWPGs will then review the draft municipal WUG list and historical population and water use and provide input to the TWDB or request specific changes to the WUG list including water systems included in collective reporting unit list and changes/corrections to historical population, water use estimates, or GPCDs.

Once the municipal WUG list is finalized TWDB staff will develop draft population and associated municipal water demand projections for 2030-2080 for all municipal WUGs using data based on the 2020 decennial Census, updated county-level population projections from the Texas Demographic Center, and historical population and water use estimates and growth.

TWDB staff will provide draft population projections and associated water demand projections for all municipal WUGs based on utility service boundaries to RWPGs for their review and input. If adequate justification is provided by the RWPGs to the TWDB, draft population and/or municipal water demand projections may be adjusted by the TWDB in consultation with Texas Department of Agriculture, Texas Commission on Environmental Quality, and Texas Parks and Wildlife Department. Once planning group input and requested changes are considered, final population and associated municipal water demand projections will be adopted by the Board. The adopted projections, based on utility service areas, will be provided to RWPGs. RWPGs must use the Board-adopted projections when preparing their RWPs.

TWDB will directly populate DB27 with all WUG-level projections and make related changes to DB27 if revisions are made.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive and review a draft municipal WUG entity list and detailed public water system list within each collective reporting unit provided by the TWDB and submit identified corrections to WUG-water systems relations or WUG names to the TWDB. Once finalized, the municipal WUG entity list will be populated into DB27.
2. Receive and review historical population and water use estimates and GPCDs provided by the TWDB and submit identified corrections to the TWDB.
3. Receive and make publicly available the draft population and associated municipal water demand projections provided by the TWDB that are based on utility service areas.
4. Evaluate draft population, GPCDs, Plumbing Code Savings (PC Savings) and associated municipal water demand projections provided by the TWDB.
5. Review and summarize comments received from local entities and the public for compliance with TWDB requirements.
6. Provide detailed revision requests to the TWDB for population, GPCDs, PC Savings and associated municipal water demand projections, as necessary, including justification and documentation supporting suggested changes with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.
7. Submit numerical requests for revisions of draft population, GPCDs, PC Savings and municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the RWPG, based on, for example, requests received from local entities, in accordance with the contract guidance document *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.
8. Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.

9. Assist the TWDB, as necessary, in resolving final allocations of population and municipal water demands to WUGs to conform with any control totals defined by the TWDB, for example, by county and/or region.
10. Prepare population and municipal water demand projection summaries for WUGs using final, Board-adopted projections to be provided by the TWDB, as necessary, and incorporate into any Technical Memorandum, IPP, and final RWP. Any RWPG-created data tables must match the appropriate final data as reported by DB27.
11. Modify any associated population and municipal water demand projections for MWPs, as necessary based on final, Board-adopted WUG population and water demand projections.
12. Review the TWDB *Population and Water Demand* reports from DB27 and incorporate these agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB DB27 reports, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
13. Update WWP contractual obligations to supply water to other entities and report this information along with projected demands including within DB27 and within any planning memorandums or reports, as appropriate.
14. Review aggregated water demand projections for MWPs provided by the TWDB. This will include retail demand data if the MWP is a WUG, and contract demand data based on data entered by the RWPG, into DB27 if the MWP is a WWP.
15. Summarize and present projected water demands for MWPs by category of use for each planning decade and incorporate this table into the IPP and final RWP.
16. Disseminate the chapter document and related information to RWPG members for review.
17. Modify the chapter document based on RWPG, public, and/or agency comments.
18. Submit the chapter document to the TWDB for review and approval.
19. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 2 (including work from both Tasks 2A and 2B) presenting the projected population and water demands must be included in the IPP and final 2026 RWP.

Task 3 - Water Supply Analysis

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) to be included in the 2026 RWP that documents the evaluation of the region's source availability and existing water supplies.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.32.

This task involves updating or adding groundwater, surface water, reuse, and other water source availability estimates, and existing WUG and WWP water supplies that were included in the 2021 RWP, in accordance with methodology described in Section 2.3 of the *First Amended General Guidelines for Development of the 2026 Regional Water Plans* for estimating surface water, groundwater, systems, reuse, and other supplies during drought of record conditions. All water availability and water supply estimates will be extended through 2080. This task also includes all work required to coordinate with other planning regions to develop and allocate estimates of water availability and existing water supplies.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

A. Estimate Surface Water Availability and Existing WUG and WWP Surface Water Supplies

1. Select hydrologic assumptions, models, and operational procedures for modeling the region's river basins and reservoirs using the most current TCEQ Water Availability Models (WAMs) in a manner appropriate for assessment of existing surface water supply and regional water planning purposes. Reservoir systems² and their yields must be modeled in accordance with the *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.
2. Obtain TWDB Executive Administrator approval of hydrologic assumptions or models and for any variations from modeling requirements in the *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.
3. As necessary and appropriate, modify or update associated WAMs or other models to reflect recent changes to permits, transfers, legal requirements, new water rights, and/or specified operational requirements. Note that incorporating anticipated sedimentation into firm yield analyses is a required modification that does not require a hydrologic variance approval from the Executive Administrator.
4. Assign available water supplies, as appropriate, to WUGs and WWPs including conducting supply analyses for WWPs.
5. Apply the TCEQ WAMs, as modified and approved by TWDB, and/or other appropriate models to quantify firm yield for major reservoirs, reservoir systems, and firm diversion for run-of-river water rights, as determined on at least a monthly time-step basis. Reservoir firm yield must be quantified based on the most recent measured capacity and estimated capacity in year 2080.
6. Evaluate TCEQ Water System Data Reports³ from the Drinking Water Watch or Safe Drinking Water Information System (SDWIS) website for municipal WUGs that use surface water and identify any physical constraints limiting existing water supplies to WUGs and/or WWPs. Consider constraints that limit delivering treated water to WUGs. Other information that the RWPGs collect, for example, survey results, may be included in the evaluation of infrastructure capacity or limitations in delivering treated water to WUGs.
7. Update information on WWP contractual obligations to supply water to other entities in DB27. Unless the RWPG considers it unlikely that a specific contract will be renewed, water supplies based on contractual agreements must be assumed to renew at the contract termination date, for example, if the contract provides for renewal or extensions. Report this information within any planning memorandums or reports, as appropriate.
8. Based on the source water availability, existing infrastructure capacity, and associated physical, operational, and legal limitations, determine the existing surface water supply available from each surface water source to each WUG and WWP (including newly identified WUGs and WWPs) during a drought of record.
9. Complete and update all required data elements for DB27 through the web interface.
10. Compile firm yield and diversion information by source, WUG, WWP, county, river basin, and planning region as necessary to obtain decadal estimates of existing surface water supply throughout the planning period. This will be facilitated by *TWDB DB27 Source Availability* and associated *TWDB DB27 WUG Existing Water Supply* reports using data

² Reservoir systems must be approved by TWDB and identified as such in DB27.

³ Available from TCEQ at <http://dww2.tceq.texas.gov/DWW/>.

provided by RWPGs and made available to all RWPGs through the TWDB Database Reports application.

11. Review the TWDB *Source Availability and WUG Existing Water Supply* reports from DB27 and incorporate these agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB DB27 reports, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
12. Prepare summaries of water availability by source and incorporate into any Technical Memorandum, IPP, and final RWP.
13. Prepare summaries of existing supplies for WUGs and incorporate into any Technical Memorandum, IPP, and final RWP.
14. Summarize and present existing water supplies for MWPs by category of use for each planning decade and incorporate this table into the IPP and final RWP.

B. Estimate Groundwater Availability and Existing WUG and WWP Groundwater Supplies:

1. Obtain and review the modeled available groundwater (MAG) volumes that are developed by TWDB based on the desired future conditions (DFCs) adopted by groundwater management areas (GMAs). Note that MAG volumes for each aquifer will be entered into DB27 directly by the TWDB, including as split into discrete geographic-aquifer units by: Aquifer; County; River Basin; and Region.
2. In RWPGAs in which no Groundwater Conservation District (GCD) exists⁴, develop RWPG-estimated groundwater availability for Board review and approval prior to inclusion in the IPP⁵ and in accordance with the *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.
3. Develop RWPG-estimated groundwater availability for aquifers or portions of aquifers that do not have a DFC or associated MAG. Consider the impacts of the annual MAG volumes on the RWP including how it impacts existing water supplies.
4. In areas with GCDs, obtain GCD Management Plans and GCD information⁶ to be considered when estimating existing supplies and water management strategies under future tasks. Attend GCD and/or GMA meetings as necessary.
5. Assign available water supplies, as appropriate, to WUGs and WWPs including conducting supply analyses for WWPs.
6. Select hydrologic and other assumptions for distribution of available groundwater for potential future use by WUGs (e.g., via a pro-rationing policy) as existing supply based on models and operational procedures appropriate for assessment of water supply and regional water planning purposes. A specific hydrologic variance request, in accordance with the *First Amended General Guidelines for Development of the 2026 Regional Water Plans*, is required to utilize a MAG Peak Factor to accommodate temporary increases in existing annual availability for planning purposes.
7. Evaluate TCEQ Water System Data Reports⁷ from the Drinking Water Watch or SDWIS website for municipal WUGs using groundwater and identify any physical constraints limiting existing water supplies to WUGs and/or WWPs. Limitations to be considered based

⁴ Related to 84(R) SB 1101 requirements. As of June 2022 these requirements only apply to the North East Texas (Region D) RWPG, as it is the only region currently in the state with no GCDs in its RWPA.

⁵ 31 TAC §357.32(d)(2).

⁶ <https://www.twdb.texas.gov/groundwater/index.asp>

⁷ Available from TCEQ at <http://dww2.tceq.texas.gov/DWW/>

on delivering treated water to WUGs. Other information that the RWPGs collect, for example, survey results, may be included in the evaluation of infrastructure capacity or limitations in delivering treated water to WUGs.

8. Update information on WWP contractual obligations to supply water to other entities in DB27. Unless the RWPG considers it unlikely that a specific contract will be renewed, water supplies based on contractual agreements shall be assumed to renew at the contract termination date, for example, if the contract provides for renewal or extensions. Report this information within any planning memorandums or reports, as appropriate.
9. Compile and/or update information regarding acquisitions of groundwater rights, for example, for transfer to municipal use, and account for same in the assessment of both availability and existing groundwater supplies.
10. Based on the source water availability, existing infrastructure capacity, and associated physical, operational, and legal limitations, determine the existing groundwater supply available from each water source to each WUG and WWP (including newly identified WUGs and WWPs) during a drought of record.
11. Complete and update all required data elements for DB27 through the web interface in accordance with the *Guidelines for 2026 Regional Water Planning Data Deliverables*.
12. Compile groundwater availability information by source, WUG, WWP county, river basin, and planning region as necessary to obtain decadal estimates of supply throughout the planning period. This will be facilitated by *TWDB DB27 Source Availability* and associated *TWDB DB27 WUG Existing Water Supply* reports using data provided by RWPGs and made available to all RWPGs through the TWDB Database Reports application
13. Review the *TWDB Source Availability and WUG Existing Water Supply* reports from DB27 and incorporate these agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB DB27 reports, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
14. Prepare summaries of water availability by source and incorporate into any Technical Memorandum, IPP, and final RWP.
15. Prepare summaries of existing supplies for WUGs and incorporate into any Technical Memorandum, IPP, and final RWP.
16. Summarize and present existing water supplies for WWPs by category of use for each planning decade and incorporate this table into the IPP and final RWP.

C. Estimate System, Reuse, and Other Types of Existing Supplies:

1. Integrate firm water supplies for WUGs using a system of supply sources (e.g., surface water, storage, and groundwater).
2. Research and quantify existing supplies and commitments of treated effluent through direct and indirect reuse.
3. Compile system, reuse, and other availability information by source, WUG, WWP, county, river basin, and planning region as necessary to obtain decadal estimates of supply throughout the planning period.
4. Assign available water supplies, as appropriate, to WUGs and WWPs including conducting demand analyses for WWPs.
5. Identify and sub-categorize existing sources in DB27 to extract unique sources. For example, in addition to surface water, groundwater, and reuse, further clarify the source types in DB27 to subcategorize other specific water sources, such as desalinated groundwater or desalinated surface water, and seawater desalination, and any other supply types that are connected supplies.

6. Identify any physical constraints limiting delivery of treated supplies to WUGs and/or WWP's including based on TCEQ Water System Data Reports⁸. Other information that the RWPGs collect, for example, survey results, may be included in the evaluation of infrastructure capacity or limitations in delivering treated water to WUGs.
7. Update information on WWP contractual obligations to supply water to other entities in DB27. Unless the RWPG considers it unlikely that a specific contract will be renewed, water supplies based on contractual agreements shall be assumed to renew at the contract termination date, for example, if the contract provides for renewal or extensions. Report this information within any planning memorandums or reports, as appropriate.
8. Based on the source water availability, existing infrastructure capacity, and associated physical, operational, and legal limitations, determine the existing system, reuse, and other water supplies available from each water source to each WUG and WWP (including newly identified WUGs and WWP's) during a drought of record.
9. Complete and update all required data elements for DB27 through the web interface.
10. Compile these supplies by source, WUG, WWP, county, river basin, and planning region as necessary to obtain decadal estimates of existing surface water supply throughout the planning period. This will be facilitated by *TWDB DB27 Source Availability* and associated *TWDB DB27 WUG Existing Water Supply* reports using data provided by RWPGs and made available to all RWPGs through the TWDB Database Reports application.
11. Review the *TWDB Source Availability and WUG Existing Water Supply* reports from DB27 and incorporate these agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB DB27 reports, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
12. Prepare summaries of water availability by source and incorporate into any Technical Memorandum, IPP, and final RWP.
13. Prepare summaries of existing supplies for WUGs and incorporate into any Technical Memorandum, IPP, and final RWP.
14. Summarize and present existing water supplies for MWP's by category of use for each planning decade and incorporate this table into the IPP and final RWP.

D. Additional Task 3 Requirements:

1. In addition to submitting all electronic model input/output files used in determining water availability (in sufficient detail for another party to replicate the resulting availability estimates that are incorporated into the plan), the Technical Memorandum, IPP, and final RWP must include a table summarizing the details of any hydrologic models used, including the model name, version date, model input/output files used, date model run, and any relevant comments
2. Disseminate the chapter document and related information to RWPG members for review.
3. Modify the chapter document based on RWPG, public, and/or agency comments.
4. Submit the chapter document to the TWDB for review and approval.
5. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 3 presenting the region's water availability and supplies must be included in the IPP and final 2026 RWP.

⁸ Available from TCEQ at <http://dww2.tceq.texas.gov/DWW/>

Task 4A - Water Needs Analysis

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) that presents the water supply needs (i.e., potential shortages) for the planning area.

In addition to generally meeting all applicable rule and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.33.

Based upon updated projections of existing water supply and projected water demands under Tasks 2 and 3, and the associated data entered into DB27, the TWDB will automatically update computations of identified water needs (potential shortages) by WUGs and WUG customers of WWP as decadal estimates of needs by county, river basin, and planning region. The results of this computation will be made available to all RWPGs through the TWDB Database Reports application and is considered the base, identified 'water need' that must be reported in the regional (and state water plan). A secondary needs analysis will be calculated by TWDB based on DB27 for all WUGs and WWP for which conservation or direct reuse water management strategies are recommended.

Regions may also request additional, unique water needs analysis (e.g., for a WWP) that the RWPG considers warranted. Such reports will be provided by TWDB, if feasible based on the DB27 constraints and TWDB resources.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Calculate and report the water needs for MWPs. Supporting data to assist the RWPGs analysis of identifying MWP needs may be requested from the TWDB. The RWPG will need to enter or provide any additional data into DB27 that may be necessary to develop these evaluations.
2. Review the TWDB *WUG Needs/Surplus* report from DB27 and incorporate this agency planning database report(s) (including as populated by the RWPG consultant), unmodified, into the Technical Memorandum. The IPP and final RWP must incorporate the TWDB *WUG Needs/Surplus* and *WUG Second-Tier Identified Water Need* reports from DB27 by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
3. Prepare summaries of identified needs for WUGs and incorporate into any Technical Memorandum, IPP, and final RWP.
4. Summarize and present the RWPG-identified water needs for MWPs by category of use for each planning decade into the IPP and final RWP.
5. Summarize and present a secondary needs analysis for each MWP by decade.
6. Disseminate the chapter document and related information to RWPG members for review.
7. Modify the chapter document based on RWPG, public, and/or agency comments.
8. Submit the chapter document to the TWDB for review and approval.
9. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 4 presenting RWPG water supply needs must be included in the IPP and final 2026 RWP.

Task 4B – Identification of Infeasible Water Management Strategies in the previously adopted 2021 Regional Water Plan

The objective of this task is to conduct a one-time, mid-cycle analysis of the *previous* RWP to identify any newly infeasible WMSs and water management strategy projects (WMSP) that were feasible and recommended at the time of the adoption of the *previous* RWP but which have since become infeasible and must be modified or amended out of the previous RWP.⁹

In addition to generally meeting all applicable rule and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.12(b)-(c) and 31 TAC §357.45.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Review WMSs and WMSPs in the previous RWP and coordinate with project sponsors to determine implementation status and determine infeasibility, when applicable.
2. Present the results of the analysis, including documentation of the region's process for determining infeasible WMSs and WMSPs, at a RWPG meeting subject to a 14-day notice in accordance with 31 TAC §357.21(g)(2). These results must be presented at the same meeting where the RWPG presents its process for identifying potentially feasible WMSs in the current plan under Task 5A.
3. Include a list of identified WMSs and WMSPs that were recommended in the previous RWP but which are no longer considered feasible in the Technical Memorandum developed and submitted under Task 4C.
4. Amend the previous RWP to modify and/or remove any WMSs or WMSPs that were determined to be infeasible in accordance with existing amendment procedures outlined in 31 TAC §357.51.
5. If applicable or required, identify and evaluate a new WMS or WMSP that would be needed to meet the identified water need that had been met by the WMS or WMSP that is going to be removed due to infeasibility.
6. The previous RWP may be amended to:
 - a. remove an infeasible WMS or WMSP;
 - b. revise an infeasible WMS or WMSP to make the WMS or WMSP feasible; and/or
 - c. incorporate a new WMS or WMSP to address the identified water need previously met by an infeasible WMS or WMSP that was removed due to infeasibility.
7. The RWPG must submit the RWPG adopted amendments associated with this task to the TWDB no later than three (3) months following the due date of the Technical Memorandum.

Task 4C – Technical Memorandum

The objective of this task is to prepare a Technical Memorandum.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Prepare a concise Technical Memorandum in accordance with 31 TAC §357.12(c) and including content specified in Section 2.13.1 of the *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.
2. Disseminate the Technical Memorandum to RWPG members for review.

⁹ Per Senate Bill 1511 85th Texas Legislature.

3. Approve submittal of the Technical Memorandum to TWDB at a RWPG meeting subject to a 14 day notice in accordance with 31 TAC §357.21(g)(2). The Technical Memorandum must be submitted to TWDB by the deadline listed in Section I Article I of the contract.

Task 5A – Identification of Potentially Feasible Water Management Strategies and Projects

The objective of this task is to identify potentially feasible WMS and WMSPs to meet identified needs in the planning area and to prepare a chapter (in accordance with 31 TAC §357.22(b)) to be combined with Task 5B and 5C and included in the 2026 RWP that identifies, evaluates, and recommends WMSs and management strategy projects (WMSP).

In addition to generally meeting all applicable rule and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.12 (b) and 31 TAC §357.34(a)(b)(c).

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Revise and update documentation of the process used in the 2021 RWP to identify potentially feasible WMSs and WMSPs to meet a need.
2. Receive public comment at a RWPG meeting subject to a 14 day notice in accordance with 31 TAC §357.21(g)(2) on a proposed process to be used by the RWPG to identify potentially feasible WMSs for the 2026 RWP and receive planning group approval of the process.
3. Document the process of identifying potentially feasible WMSs selected by the RWPG in the Technical Memorandum, the IPP, and final RWPs.
4. Consider the TWDB Water Loss Audit Report, conservation best management practices, and drought management when considering potentially feasible WMSs as required by rules.
5. Update relevant portions of the RWP summary of existing water supply plans for local and regional entities. This task requires obtaining and considering existing water supply plans. Include the updated summary in the IPP and final RWPs.
6. Consider existing planning efforts, programs, and goals in developing WMSs including those referenced under 31 TAC §357.22(a).
7. If no potentially feasible strategy can be identified for a WUG or WWP with a need, document the reason for this in the Technical Memorandum, IPP, and final RWPs.
8. Consider recent studies and describe any significant changes in WMSs described as being in the implementation phase in the 2026 RWP as well as any new projects in the implementation phase prior to adoption of the IPP.
9. Identify potential WMSs to meet needs for all WUGs and WWPs with identified needs.
10. Present a list of the potentially feasible WMSs, in table or list format, within the Technical Memorandum, IPP, and final RWPs.

Deliverables: A completed subchapter of Chapter 5 (including work from Tasks 5A-5C) must be included in the IPP and final 2026 RWP.

Task 5B – Evaluation and Recommendation of Water Management Strategies and Projects

The objective of this task is to evaluate and recommend WMSs and their associated WMSPs, and to prepare a separate chapter (in accordance with 31 TAC §357.22(b)) to be combined with Task 5A and 5C and included in the 2026 RWP that identifies, evaluates, and recommends WMSs and

WMSPs. Work includes presenting alternative WMSs and WMSPs and includes all technical evaluations.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.22(a), §357.34, and §357.35 that is not already included under Tasks 5A or 5C.

Performance of work associated with any 5B subtasks will be contingent upon a written notice-to-proceed in the form of a contract amendment. This task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Perform technical evaluations of all potentially feasible WMSs including previously identified or recommended WMSs and newly identified WMSs, including drought management and conservation WMSs; WMS and WMSP documentation must include a strategy description, discussion of associated facilities, project map, and technical evaluation addressing all considerations and factors required under 31 TAC §357.34(e)-(i) and §357.35. If an identified potentially feasible WMS is, at any point, determined to be not potentially feasible by the planning group and therefore not evaluated, the plan must provide documentation of why the WMS was not evaluated.
2. Include documentation of the RWPG's process for selecting recommended WMSs and associated WMSPs including development of WMS evaluations matrices and other tools required to assist the RWPG in comparing and selecting recommended WMSs and WMSPs. Include this documentation in the IPP and final RWP.
3. Consider water conservation plans and drought contingency plans from each WUG, as necessary, to inform WMS evaluations and recommendations.
4. Ensure necessary communication, coordination, and facilitation occurs within the RWPA and with other RWPGs to develop recommendations.
5. Update descriptions and associated technical analyses and documentation of any WMSs and WMSPs that are carried forward from the previous RWP to address:
 - a. Changed conditions or project configuration.
 - b. Changes to sponsor of WMS and WMSP(s).
 - c. Updated costs (based on use of required costing tool¹⁰).
 - d. Other changes that must be addressed to meet requirements of 31 TAC §357.34 and §357.35.
6. Assign all recommended WMS water supplies to meet projected needs of specific WUGs.
7. Document the evaluation and selection of all recommended WMS and WMSPs, including an explanation for why certain types of strategies (e.g., aquifer storage and recovery, seawater desalination, brackish groundwater desalination) may not have been recommended.
8. Determine whether the region has 'significant' identified water needs and if so, assess the potential for aquifer storage and recovery to meet those needs. The plan must include at a minimum, the methodology used by the planning group to determine what volume constitutes a 'significant' water need in their region.
9. Provide documentation of the implementation status, in a separate chapter subsection and in table format, of the status of certain recommended WMSs. *First Amended General Guidelines for Development of the 2026 Regional Water Plans Section 2.5.2.7* outlines the

¹⁰ See Section 2.5.2.12 under 'Financial Costs' in *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.

required WMS types¹¹ that implementation status must be provided for and outlines the required minimum table contents depicting key milestones.

10. Coordinate with sponsoring WUGs, WWP, and/or other resource agencies regarding any changed conditions in terms of projected needs, strategy modifications, planned facilities, market costs of water supply, endangered or threatened species, etc.
11. If TWC §11.085 applies to the proposed inter-basin transfer (IBT), determine the “highest practicable level” of water conservation and efficiency achievable (as existing conservation or proposed within a WMS) for each WUG or WWP WUG customer recommended to rely on a WMS involving the IBT. Recommended conservation WMSs associated with this analysis shall be presented by WUG.
12. Present the water supply plans in the RWP for each WUG and WWP relying on the recommended WMSs and WMSPs.
13. Consider alternative WMSs and WMSPs for inclusion in the plan. Alternative water management strategies must be fully evaluated in accordance with 31 TAC §357.34(e)-(i). Technical evaluations of alternative WMSs must be included in the plans and the data associated with alternative WMS must be entered into DB27.
14. Review the TWDB reports (report numbers 10-19) from DB27 and incorporate these agency planning database reports (including as populated final RWP must incorporate these standard TWDB DB27 reports, in the IPP and final RWP, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
15. Submit data through DB27 to include the following work:
 - a. Review of the data.
 - b. Confirm that data is accurate.
16. Disseminate the chapter document and related information to RWPG members for review.
17. Modify the chapter document based on RWPG, public, and/or agency comments.
18. Submit the chapter document to the TWDB for review and approval.
19. Make all efforts required to obtain final approval of the RWP chapter and associated DB27 data by the TWDB.
20. *[REGION-SPECIFIC SCOPE OF WORK TO BE APPROVED AT FUTURE DATE BY TWDB EXECUTIVE ADMINISTRATOR PRIOR TO NOTICE-TO-PROCEED]*

Scope of Work to be amended based on specific Task 5B scope of work to be developed and negotiated with TWDB. Work under Task 5B to be performed only after approval and incorporation of Task 5B scope of work amendment and written notice-to-proceed.

NOTE: Work effort associated with preparing and submitting a proposed Task 5B scope of work for the purpose of obtaining a written ‘notice-to-proceed’ from TWDB is not included in Task 5B and may not be reimbursed under the Contract.

Deliverables: A completed Chapter 5 (including work from Tasks 5A-5C) including technical analyses of all evaluated WMSs and WMSPs must be included in the IPP and final 2026 RWP. Data must be submitted and finalized through DB27 in accordance with the *Guidelines for 2026 Regional Water Planning Data Deliverables*.

¹¹ The list of WMS types is subject to change based upon legislative direction.

Task 5C – Conservation Recommendations

The objective of this task is to prepare a separate subchapter¹² of Chapter 5 that consolidates conservation-related recommendations, provides the region’s GPCD goals, and provides model water conservation plans to be included in the 2026 RWP .

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.34(i).

Note that the evaluation of conservation WMSs and WMSPs should be performed under Task 5B and the region must receive a written notice-to-proceed associated with conservation WMSs under Task 5B.

Work shall include but not be limited to the following:

1. Consider water conservation plans from each WUG, as necessary, to inform conservation WMSs and other recommendations.
2. Develop water loss mitigation WMSs distinctly separate from water use reduction WMSs.
3. If applicable, explain the RWPG’s basis for not recommending a conservation WMS for WUGs that had identified water needs.
4. If applicable, present what level of water conservation (as existing conservation or proposed within a WMS) is considered by the RWPG as the “highest practicable level” of water conservation for each WUG and WWP WUG customer that are dependent upon water management strategies involving inter-basin transfers to which TWC 11.085 applies.
5. Include model water conservation plans. Model water conservation plans may be referenced in this subchapter by using internet links instead of included in hard copy .
6. Recommend GPCD goals for each municipal WUG or specified groupings of municipal WUGs for each planning decade. GPCD goals must be based on drought conditions to align with guidance principles in §358.3
7. Disseminate the subchapter content and related information to RWPG members for review.
8. Modify the subchapter document based on RWPG, public, and/or agency comments.
9. Submit the subchapter as part of Chapter 5 to the TWDB for review and approval.
10. Make all efforts required to obtain final approval of the RWP subchapter by the TWDB.

Deliverables: A completed subchapter of Chapter 5 (including work from Tasks 5A-5C) must be included in the IPP and final 2026 RWP.

Task 6 – Impacts of the Regional Water Plan and Consistency with Protection of Resources

The objective of this task is to prepare a separate chapter (in accordance with 31 TAC §357.22(b)) to be included in the 2026 RWP that describes the potential impacts of the RWP and how the plan is consistent with long-term protection of water resources, agricultural resources, and natural resources.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.40 and §357.41.

¹² This must be a separate subchapter as required by 31 TAC §357.34(j).

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Include a quantitative description of the socioeconomic impacts of not meeting the identified water needs. Upon request, TWDB will perform a socioeconomic analysis of the impacts of not meeting the identified water needs and update and summarize potential social and economic effects under this Task. This report will be provided to RWPGs as part of this Task and incorporated into the final RWPs.
2. If the RWPG chooses to develop its own socioeconomic analysis, the resulting socioeconomic report, with documented methodology, must be incorporated into the IPP and final RWP by the RWPG.
3. Include an evaluation of the estimated cumulative impacts of the RWP, for example on groundwater levels, spring discharges, bay and estuary inflows, and instream flows.
4. Describe the impacts of the RWP regarding all factors in §357.40(b).
5. Describe how the RWP is consistent with the long-term protection of resources in accordance with §357.41.
6. Review the TWDB *WUG Unmet Needs* report from DB27 and incorporate this agency planning database report (including as populated by the RWPG consultant) by reference, as part of the IPP and final RWP by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
7. Disseminate the chapter document and related information to RWPG members for review.
8. Modify the chapter document based on RWPG, public, and/or agency comments.
9. Submit the chapter document to the TWDB for review and approval; and
10. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 6 must be included in the IPP and final 2026 RWP.

Task 7 – Drought Response Information, Activities, and Recommendations

The objective of this task is to prepare a separate chapter (in accordance with 31 TAC §357.22(b)) to be included in the 2026 RWP that: presents information regarding historical droughts and preparations for drought in the region; identifies triggers and responses to the onset of drought conditions in the region; evaluates potential emergency responses to local drought conditions; and includes various other drought-related evaluations and recommendations considered important by the RWPG.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.42.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Consider existing plans, including those referenced under 31 TAC §357.22(a), in developing this chapter.
2. Collect information on previous and current responses to drought in the region including reviewing drought contingency plans received from each WUG.
3. Consider drought contingency plans from each WUG, as necessary, to inform WMS evaluations and recommendations and to determine which drought response efforts are unnecessary or counterproductive.

4. Coordinate and communicate, as necessary, with entities in the region to gather information required to summarize existing triggers and actions, identify existing and potential emergency interconnects, and to identify potential emergency response to local drought conditions or loss of existing supplies.
5. Summarize potentially feasible drought management WMS, recommended drought management WMS, and or alternative drought management WMSs, if any, associated with work performed under Task 5A and 5B.
6. If applicable, explain the RWPG's basis for not recommending drought management strategies for WUGs that had identified water needs.
7. Develop region-specific model drought contingency plans consistent with TCEQ requirements. Plans for municipal users must, at a minimum, identify triggers for and responses to the most severe drought response stages commonly referred as severe and critical/emergency drought conditions.
8. Summarize any other drought management measures recommended by the RWPG.
9. Include a separate chapter subsection that provides documentation of how the planning group addressed uncertainties in the RWP (if applicable), how the planning group addressed a drought worse than the DOR in the RWP (if applicable), and potential measures and responses that would likely be available to users in the region, in the event of a drought worse than the DOR. *First Amended General Guidelines for Development of the 2026 Regional Water Plans Section 2.7.2* outlines the specific plan contents that must be included in the IPP and final RWP to meet this requirement.
10. Prepare tabular data as applicable for inclusion in chapter.
11. Disseminate the chapter document and related information to RWPG members for review.
12. Modify the chapter document based on RWPG, public, and/or agency comments.
13. Submit the chapter document to the TWDB for review and approval.
14. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 7 summarizing drought response information, activities, and recommendations must be included in the IPP and final 2026 RWP

Task 8 - Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) that presents the RWPG's unique stream segment, unique reservoir site, legislative, administrative, and regulatory recommendations.

In addition to generally meeting all applicable rule and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must include all work necessary to meet all the requirements of 31 TAC §357.43 and §358.2.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Receive and consider TWDB feedback on the implementation of the RWPG's legislative, administrative, and regulatory recommendations, as applicable to the TWDB, in the previous RWP.
2. Receive and consider recommendations from the Interregional Planning Council to the RWPGs.
3. Consider relevant plans referenced under 31 TAC §357.22 in developing this chapter.

4. Consider and discuss potential recommendations for designation of ecologically unique stream segments within the RWPA, based on the criteria in 31 TAC §358.2.
5. If applicable, prepare a recommendation package following the requirements in 31 TAC §357.43(b) recommending which stream segments in the region, if any, should be recommended for designation as ecologically unique stream segments. Evaluate and incorporate comments from the RWPG. Upon approval by the RWPG, submit the recommendation package to the Texas Parks and Wildlife Department for comments.
6. Include the recommendation package and Texas Parks and Wildlife Department's written evaluation on the unique stream segment(s) recommendation in the final RWP. An updated Texas Parks and Wildlife Department evaluation must be included in each RWP, even for those stream segments that have been recommended in previous plans but not designated by the Legislature.
7. For each recommended or previously designated unique stream segment, include a quantitative analysis of the impact of the RWP on the stream segments based upon the assessment criteria in 31 TAC §357.43(b)(2).
8. Consider and discuss potential recommendations for designation of unique reservoir sites within the RWPA.
9. For each recommended unique reservoir site, include a description of the site, reasons for the unique designation, and expected beneficiaries of water supplies developed at a given site in accordance with 31 TAC §357.43(c).
10. Consider and discuss potential regional policy issues; identify recommendations for legislative, administrative, and regulatory rule changes; including recommendations to improve the state and regional planning process.
11. Disseminate the chapter document and related information to RWPG members for review.
12. Modify the chapter document based on RWPG, public, and or agency comments.
13. Submit the chapter document to the TWDB for review and approval.
14. Make all efforts required to obtain final approval of the RWP chapter by the TWDB.

Deliverables: A completed Chapter 8 presenting RWPG unique stream segment, unique reservoir site, legislative, administrative, and regulatory recommendations must be included in the IPP and final 2026 RWP.

Task 9 – Implementation and Comparison to the Previous Regional Water Plan

The objective of this task is to prepare a separate chapter (in accordance with 31 TAC §357.22(b)) to be included in the 2026 RWP that reports on the degree of implementation of WMSs from the previous RWP and summarizes how the new RWP compares to the previous RWP.

In addition to generally meeting all applicable rules and statute requirements governing regional and state water planning under 31 TAC Chapters 357 and 358, this portion of work must, include all work necessary to meet all the requirements of 31 TAC §357.45.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

1. Implementation (31 TAC §357.45(a)):
 - a. Coordinate and communicate with RWPG representatives and sponsors of WMSs, including WUGs and WWPs.
 - b. Document the level of implementation of each WMS that was recommend in the previous RWP and impediments to implementation.

- c. Submit implementation results data in the format to be specified by the TWDB.
2. Comparison to the previous regional water plan (31 TAC §357.45(b)):
 - a. Assess the region's progress in encouraging cooperation between WUGs for the purpose of achieving economies of scale and incentivizing WMSs that benefit the entire planning area.
 - b. Compare the RWP to the previous RWP regarding water demand projections, droughts of record and modeling assumptions, availability, existing supplies, needs, and WMSs and WMSPs.
 - c. Summarize differences quantitatively or qualitatively in accordance with rule.
 - d. Present information in graphical, tabular, and written format as applicable.
3. Disseminate the chapter document and related information to RWPG members for review.
4. Modify the chapter document based on RWPG, public, and/or agency comments.
5. Submit the chapter document to the TWDB for review and approval.
6. Make all efforts required to obtain final approval of the RWP chapter and associated DB27 data by the TWDB.

Deliverables: A completed Chapter 9 must be included in the IPP and final 2026 RWP.

Task 10 - Public Participation and Plan Adoption

The objective of this task is to prepare a chapter (in accordance with 31 TAC §357.22(b)) to address public participation, public meetings, eligible administrative and technical support activities, and other requirements and activities eligible for reimbursement, complete and submit a Technical Memorandum, IPP, and final RWP, and obtain TWDB approval of the RWP.

In addition to generally meeting all applicable statute requirements governing regional and state water planning this portion of work must, in particular, include all technical and administrative support activities necessary to meet all the requirements of 31 TAC Chapters 355, 357, and 358 that are not already addressed under the scope of work associated with other contract tasks but that are necessary and or required to complete and deliver a Technical Memorandum, IPP, and final RWP to TWDB and obtain approval of the final RWP by the TWDB.

This Task includes, but is not limited to, performing all work in accordance with TWDB rules and guidance required to:

A. Plan Development Activities

1. Organize, support, facilitate, and document all meetings and hearings associated with activities necessary and eligible to complete and submit a Technical Memorandum, IPP, and final RWP to the TWDB, including but not limited to: regular RWPG meetings, committee meetings, or subcommittee meetings; pre-planning meeting; meetings associated with revision of draft projections; public meeting for the consideration of the process for identifying potentially feasible water management strategies and the presentation of the analysis of infeasible water management strategies; consideration of a substitution of alternative water management strategies; public hearing on the IPP; adoption of the final RWP, and consideration of RWP amendments, alternative WMS substitutions, or TWDB Board-directed revisions.
2. Include a deliberate discussion on how the planning group will conduct interregional coordination and collaboration regarding water management strategies during the preplanning meeting required under 31 TAC §357.12(a)(1).
3. Collect and evaluate information, including any information gathering surveys from water suppliers or WUGs, (e.g., on existing infrastructure; existing water supplies; potentially

feasible water management strategies) and/or maintenance of contact lists for regional planning information in the region.

4. Conduct intraregional and interregional coordination and communication, and or facilitation required within the RWPA and with other RWPGs to develop a RWP including with water suppliers or other relevant entities such as groundwater conservation districts, WUGs, and or WWPs. This includes gathering and documenting information on potential interregional opportunities or issues.
5. Incorporate all required DB27 reports (including as populated by the RWPG consultant) into the Technical Memorandum. The IPP and final RWP must incorporate these standard TWDB DB27 reports, by reference in the Executive Summary, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application. Additional specifications are provided in the *First Amended General Guidelines for Development of the 2026 Regional Water Plans*.
6. Develop and include an Executive Summary in both the IPP and final RWP, not to exceed 30 pages.
7. Make modifications to the RWP documents based on RWPG, public, and/or agency comments.
8. Prepare a RWP chapter summarizing Task 10 activities including review by the RWPG and modification of document as necessary.
9. Prepare and transmit correspondence, for example, directly related to public comments on RWP documents.
10. Develop draft and final responses for RWPG approval to public questions or comments as well as approval of the final responses to comments on RWP documents.
11. Produce, distribute, and submit all draft and final RWP-related planning documents for the RWPG, public and agency review, including in hard-copy format when required.
12. Assemble, compile, and produce of the completed IPP and final RWP documents that meet all requirements of statute, 31 TAC Chapters 355, 357 and 358, regional water planning contract and associated contract guidance documents.
13. Submit the RWP documents in required formats to the TWDB for review and approval, by the deadlines listed in Section I Article I of the contract and make all efforts required to obtain final approval of the RWP by the TWDB.

B. Technical Support and Administrative Activities

1. Support and accommodate periodic presentations by the TWDB for the purpose of orientation, training, and retraining as determined and provided by the TWDB during regular RWPG meetings.
2. Consider recommendations in the *Administrative Guidance for RWPG Sponsors (Designated Political Subdivisions)*, as prepared and updated by the TWDB.
3. Technical consultants must attend and participate in TWDB-provided DB27 trainings, including individualized trainings and review of technical and data-related contract guidance documents in the TWDB regional water planning contract.
4. Develop agendas, presentations, and handout materials for the public meetings and hearings to provide to RWPG members and the public.
5. Technical consultants must attend and participate in RWPG, committee, subcommittee, and other meetings and hearings necessary for RWP development including preparation and follow-up activities.
6. Develop technical and other presentations and handout materials for RWPG meetings and hearings to provide technical and explanatory data to the RWPG and its subcommittees, including follow-up activities.

7. Perform administrative and technical support, including coordination of and participation in RWPG activities, and documentation of any RWPG meetings, hearings, workshops, workgroups, subgroup and/or subcommittee activities.
8. Provide status reports to the TWDB for work performed under this Contract.
9. Meet all public notice requirements in accordance with the Texas Open Meetings Act, statute, 31 TAC §357.21, and any other applicable public notice requirements.

C. Other Activities

1. Develop and maintain a RWPG website or RWPG-dedicated webpage on the RWPG administrator's website for posting planning group meeting notices, agendas, materials, and plan information.
2. Perform maintenance of the RWPG website; reimbursement is limited to non-labor, direct costs.
3. Document meetings and hearings to include recorded minutes and or audio recordings as required by the RWPG bylaws and archiving and providing minutes to public.
4. Promote consensus decisions through conflict resolution efforts including monitoring and facilitation required to resolve issues between and among RWPG members and stakeholders in the event that issues arise during the process of developing the RWP, including mediation between RWPG members, if necessary.
5. Perform RWPG membership solicitation activities.
6. Solicit, review, and disseminate public input, as necessary.
7. Perform any additional efforts required, but not otherwise addressed in other scope of work tasks that may be required to complete a RWP in accordance with all statute and rule requirements.

Deliverables:

- A draft Chapter 10 summarizing public participation activities to date included in the IPP.
- A completed Chapter 10 summarizing public participation activities and appendices with public and agency comments and RWPG responses to comments in the final 2026 RWP.
- A complete IPP and final 2026 RWP.

Exhibit B

First Amended Task and Expense Budgets

TASK BUDGET

CAS Item No.	SOW Task No.	Task Description	ORIGINAL BUDGET	REVISED BUDGET	AMOUNT CHANGED
1	1	Planning Area Description	\$16,231.00	\$16,231.00	\$0.00
2	2A	Non-Municipal Water Demand Projections	\$28,414.00	\$28,414.00	\$0.00
3	2B	Population and Municipal Water Demand Projections	\$47,482.00	\$47,482.00	\$0.00
4	8	Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues	\$10,648.00	\$10,648.00	\$0.00
5	10	Public Participation and Plan Adoption	\$102,916.00	\$234,797.00	\$131,881.00
6	3	Water Supply Analysis	\$0.00	\$139,038.00	\$139,038.00
7	4A	Water Needs Analysis	\$0.00	\$23,124.00	\$23,124.00
8	4B	Identification of Infeasible Water Management Strategies in the previously adopted 2021 Regional Water Plan	\$0.00	\$22,152.00	\$22,152.00
9	4C	Technical Memorandum	\$0.00	\$25,674.00	\$25,674.00
10	5A	Identification of Potentially Feasible Water Management Strategies and Projects	\$0.00	\$20,853.00	\$20,853.00
11	5B	Evaluation and Recommendation of Water Management Strategies and Projects	\$0.00	\$386,239.00	\$386,239.00
12	5C	Conservation Recommendations	\$0.00	\$27,546.00	\$27,546.00
13	6	Impacts of the Regional Water Plan and Consistency with Protection of Resources	\$0.00	\$36,176.00	\$36,176.00
14	7	Drought Response Information, Activities, and Recommendations	\$0.00	\$66,894.00	\$66,894.00
15	9	Implementation and Comparison to the Previous Regional Water Plan	\$0.00	\$17,635.00	\$17,635.00
		Total	\$205,691.00	\$1,102,903.00	\$897,212.00

CONTRACTOR EXPENSE BUDGET

EXPENSE BUDGET CATEGORY	ORIGINAL BUDGET	REVISED BUDGET	AMOUNT CHANGED
Contractor (Political Subdivision) Other Expenses ¹	\$5,000.00	\$21,000.00	\$16,000.00
Contractor (Political Subdivision) Salaries and Wages ²	<i>category did not previously exist</i>	\$5,000.00	\$5,000.00
Subcontract Services	\$200,691.00	\$1,076,903.00	\$876,212.00
Voting Planning Member Travel ³	\$0.00	\$0.00	\$0.00
Contractor (Political Subdivision) Travel ⁴	\$0.00	\$0.00	\$0.00
Total Project Cost	\$205,691.00	\$1,102,903.00	\$897,212.00

¹Contractor (Political Subdivision) Other Expenses as described in 31 TAC §355.92(c) include the following administrative costs that may be billed under Task 10 associated with the RWPG's Political Subdivision if the RWPG or its chairperson certifies, during a public meeting, that the expenses are eligible for reimbursement and are correct and necessary:

- a. Direct costs, excluding personnel costs, for placing public notices for the legally required public meetings, maintaining a website, and of providing copies of information for the public and for members of the RWPG as needed for the efficient performance of planning work such as:
 - i. expendable supplies consumed in direct support of the planning process;
 - ii. direct communication charges;
 - iii. direct costs/fees of maintaining RWPG website domain, website hosting, and/or website;
 - iv. direct costs of storing or posting of audio-visual files (e.g., meeting recordings);
 - v. reproduction of materials directly associated with notification or planning activities (the actual non-labor direct costs as documented by the Contractor (Political Subdivision));
 - vi. other direct costs of public meetings, all of which must be directly related to planning (e.g., newspaper and other public notice posting costs, and facility rentals); and
 - vii. direct postage (e.g., postage for mailed notification of funding applications or meetings).
- b. Costs associated with providing translators and accommodations for persons with disabilities for public meetings when required by law or deemed necessary by the RWPGs and certified by the chairperson.
- c. Direct non-labor costs associated with the reproduction or distribution of newsletters.
- d. Proportional costs of purchasing audio/visual equipment for hybrid RWPG meetings (requested reimbursement costs must be prorated based on the amount of use of the equipment for RWPG meetings relative to all other uses of the equipment). These costs must be specifically pre-authorized by the TWDB Executive Administrator prior to equipment purchase.

²Contractor (Political Subdivision) Salaries and Wages as described in 31 TAC § 355.92(c)(5) include the following administrative costs if the RWPG or its chairperson certifies, during a public meeting, that the expenses are eligible for reimbursement and are correct and necessary:

the RWPG Political Subdivision's personnel costs for the staff hours that are directly spent providing, preparing for, and posting public notice for RWPG meetings and hearings, including labor, fringe, overhead, and other expenses for their support of and attendance at such RWPG meetings and hearings. This may not exceed: \$5,000 per regular RWPG meeting nor a total of \$60,000 over the planning cycle.

³Voting Planning Member Travel Expenses are limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2021, Article IX, Part 5, as amended or superseded. These expenses are defined as:

- a. eligible mileage expenses incurred by RWPG members, or their designee, to attend RWPG meetings that cannot be reimbursed by any other entity, political subdivision, etc. as certified by the voting member, or their designee, and
- b. food, drink, lodging, mileage, or airfare of designated RWPG member travel to support participation in legislatively required or Board-requested meetings, as specifically authorized by the RWPG and TWDB Executive Administrator.

⁴Contractor (Political Subdivision) Travel Expenses are limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2021, Article IX, Part 5, as amended or superseded. These expenses must be specifically authorized by the RWPG and TWDB Executive Administrator and are defined as:

- a. eligible mileage expenses incurred by Political Subdivision staff for work associated with regional water plan development, and
- b. Food, drink, or lodging (excluding tips and alcoholic beverages), mileage, or airfare for Political Subdivision staff designated to be the representative for the RWPG to support participation in legislatively required or Board requested meetings.

Ineligible Expenses include funding any of the activities specified in 31 TAC 355.92(a), as well as the following items as applicable to RWPG members and Political Subdivisions:

- a. Compensation for the time or expenses of RWPGs members' service on or for the RWPG, or for the salary of a RWPG member who is also an employee of the Contractor (Political Subdivision);
- b. Costs of administering the RWPGs, other than those eligible and authorized under Contractor (Political Subdivision) Other Expenses;
- c. Costs for training;
- d. Costs of administering the regional water planning grant and associated contracts;
- e. Costs associated with development of an application for a regional water planning grant or reviewing materials developed due to this grant;
- f. Food, drink, or lodging for RWPG members (including tips and alcoholic beverages), unless eligible and specifically authorized under Voting Planning Member Travel Expenses item b;
- g. Purchase, rental, or depreciation of equipment (e.g., computers, copiers, fax machines), with the exception of audio/visual equipment for hybrid RWPG meetings as specifically authorized under Contractor (Political Subdivision) Other Expenses item d;
- h. General purchases of office supplies not documented as consumed directly for the planning process as defined in Contractor (Political Subdivision) Other Expenses item a.i; and
- i. Costs associated with social events or tours.

Requisition

Requisition Details

Requisition Details

Requisition Summary

Business Unit	58000	Requisition Name	2148302556 RWP Amd 1 Rgn D
Date	09/20/2022	Requisition ID	0000000178
Request State	Approved	Total Amount	401,056.00 USD
Requested For	00010094077	Pre-Encumbrance Balance	401056.00USD
<div><div></div>Header Comments</div>			
Comment 1: Attach CIF, Board item contract amendment			

Expand lines to review shipping and accounting details

Requisition Lines

Line	Item Description	Source Status	Amount Only	Quantity	Price	Status	Total
1	Regional Water Planning Cont...	Available	Yes	1 EACH	401056.00 USD	Approved	401,056.00

Shipping Line	1	Ship To	SFAHQ	Quantity	1	
			1700 Congress Avenue	Price	401,056.00	Price Adjustment
			6th Floor - TWDB			
			Austin, TX 78701			
		Attention To	Sarah Lee			
		Due Date	09/30/2022			

Accounting Lines	Distribute By	Amt	Liquidate By	Amt
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Accounting Lines

<div><div></div><div>1-2 of 2</div></div>									
Details	More Details	More Details 2	Asset Information	Budget Information					
Oper Unit	Fund	Dept	Program	Appn/PCA	Appn Year	Product	PC Bus Unit	Project	Activity
	4830	N910	00	21430	2023		58000	E02011	

Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS
Please initial and date to confirm your review/approval of the Contract Amendment documents.

EEcJTMKSContractor Name/Contract #	Shared Drive Link to Access Documents	PCS Contract Specialist (Rishi Teli)	PCS Director (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Lee)	Program Director (Temple McKinnon)	Budget Analyst/Director (Erin Moczygemba & Loren Sammon)	Financial Operations AP/AR (Eldrisha Eubanks)	Financial Operations Director (Letty Molina)	Exec. Matt Nelson	Amanda Lavin, Assistant Executive Administr ator	Jeff Walker, Executiv e Administ rator
1. Panhandle Regional Planning Commission/2148302553	S:\Shared\90Temp\Contracts\PEN DING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302553_PanhandleR P JEAN DEVLIN	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	JD 9/6/22	SL 9/7/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
2. Red River Authority/ 2148302554	S:\Shared\90Temp\Contracts\PEN DING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302554_RedRiverAut hority KEVIN S MITH	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	KS 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
3. Trinity River Authority/2148302555	S:\Shared\90Temp\Contracts\PEN DING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302555_TrinityRiver Authority KEVIN SMITH	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	KS 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign

Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS
Please initial and date to confirm your review/approval of the Contract Amendment documents.

EEcJTMKSContractor Name/Contract #	Shared Drive Link to Access Documents	PCS Contract Specialist (Rishi Teli)	PCS Director (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Lee)	Program Director (Temple McKinnon)	Budget Analyst/Director (Erin Moczygemba & Loren Sammon)	Financial Operations AP/AR (Eldrisha Eubanks)	Financial Operations Director (Letty Molina)	Exec. Matt Nelson	Amanda Lavin, Assistant Executive Administr ator	Jeff Walker, Executiv e Administ rator
4. Riverbend Water/ 2148302556	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302556 RiverbendWater RON ELLIS	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	RE 9/2/22	SL 9/6/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign LM 10/17/2022	DocuSign MN 10/24/2022	DocuSign	DocuSign
5. RGCOG/2148302557	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302557 RGCOG ELIZABETH MCCOY	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	EM 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
6. Colorado River Municipal/ 2148302558	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302558 ColoradoRiverMunicipal ELIZABETH MCCOY	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	EM 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign

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7. Brazos River Authority/2148302559	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302559 BrazosRiver Authority JEAN DEVLIN	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	JD 9/6/22	SL 9/7/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
8. San Jacinto River Auth/ 2148302560	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302560 SanJacintoRiverAuth LANN BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
9. Nacogdoches River Auth/ 2148302561	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302561 Nacogdoches LANN BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign

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10. Upper Guadalupe River Auth/ 2148302562	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302562_UpperGuadalupe RON ELLIS	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	RE 9/2/22	SL 9/6/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
11. LCRA/ 2148302563	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302563_LCRA LAN BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
12. San Antonio River Auth/ 2148302564	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302564_SanAntonio RiverAuth ELIZA BETH MCCOY	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	EM 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign

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13. LRGVD/ 2148302565	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302565 LRGVD KEVIN SMITH	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	KS 9/1/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
14. Nueces River Auth/ 2148302566	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302566 NuecesRiver Auth KEVIN SMITH	RT 9/12/2022	ct 9/22/22	KS 9/13/2022	KS 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22				
15. South Plains Association/ 2148302567	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302567 SouthPlains Associ JEAN DE VLIN	RT 9/12/2022	ct 9/22/22	KS 9/13/2022	JD 9/6/22	SL 9/7/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22				

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16. Lavaca Navidad/ 2148302568	S:\Shared\90Temp\Contracts\PEN DING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302568_AMD_Lavaca-Navidad_JEAN_D_EVLIN	RT 9/12/2022	ct 9/22/22	KS 9/13/2022	JD 9/6/22	SL 9/7/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22				

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, NOVEMBER 16, 2022**

**AGENDA ITEM VI. B.
RWRD RESO 20221116-02
Annona Water and Wastewater
Services Contract**



RIVERBEND RESOLUTION NO. 20221116-02

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO ENTER INTO A SERVICE AGREEMENT FOR WATER AND WASTEWATER SERVICES WITH THE CITY OF ANNONA, TEXAS

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the City of Annona, Texas ("Annona"), formed in 1980 is a General Law "A" Municipality as recognized by Texas Local Government Code Title 2 "Organization of Municipal Government," Chapter 6 "Types of Municipalities in General," Subtitle A "Types of Municipalities," Section 6.001 "Type A General Law Municipality," and having full power of local self-government; and

WHEREAS, the City of Annona, Texas has a need for certain water and wastewater services; and

WHEREAS, Riverbend Water Resources District provides certain needed services and is fully qualified and certified to perform these services; and

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to enter into a service agreement to provide certain water and wastewater services to the City of Annona, Texas on terms substantially the same as attached hereto and further reviewed by general counsel.

PASSED and APPROVED this 16th day of November 2022

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: Services Contract-City of Annona



**INTERLOCAL AGREEMENT FOR
WATER AND WASTEWATER SYSTEM OPERATIONS AND
MAINTENANCE SERVICES**

This Interlocal Agreement for Water and Wastewater System Operations and Maintenance Services (this “Agreement”) is entered into and effective on the ____ day of _____, 2022 (the “Effective Date”) between Riverbend Water Resources District (“Riverbend”), a political subdivision of the State of Texas, and City of _____, a _____ city incorporated under the laws of the State of Texas (“City”), each acting by and through its undersigned, duly authorized representatives. Riverbend and City may be individually referred to as “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Texas Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended;

WHEREAS, City owns and operates a water storage and distribution system within its corporate boundaries; and

WHEREAS, City owns and operates a wastewater treatment and distribution system within its corporate boundaries; and

WHEREAS, Riverbend provides water and wastewater operation and maintenance services;

WHEREAS, the Parties have determined that it would be advantageous for Riverbend to manage, operate, and maintain City’s water storage and distribution system and its wastewater collection facilities;

WHEREAS, the governing bodies of each Party find that the undertaking is necessary for the benefit of the public, is in the common interest of both Parties and that each Party has the legal authority to provide such service;

WHEREAS, the covenants and promises set forth in this Agreement constitute adequate consideration to each Party; and

WHEREAS, the Parties, in paying for the performance of governmental functions or in performing such governmental functions pursuant to this Agreement shall make payments therefor only from current revenues legally available to such Party.

Therefore, for and in consideration of the premises, and the mutual agreements set forth below, Riverbend and City agree as follows:

AGREEMENTS

ARTICLE I.

WATER AND WASTEWATER OPERATIONS AND MAINTENANCE SERVICES

- 1.1 Generally. Riverbend will perform the following services as an independent contractor:
- a. the operation, maintenance, and repair of the City's water storage and distribution system as reasonably necessary to meet the demand for water by City's customers and distributing such water to City's customers.
 - b. the operation, maintenance, and repair of City's wastewater collection system as reasonably necessary to meet the demand for wastewater collection by City's customers and conveying such wastewater to City's treatment facility for the treatment of domestic wastewater;
 - c. routine preventive maintenance of the City's water storage and distribution system, and its wastewater collection facilities;
 - d. laboratory testing and analysis;
 - e. maintaining records of Chlorine and other chemicals used to treat and/or supplement the water system; and
 - f. preparation and prompt delivery of all applicable and required filings to City and to regulatory agencies as prescribed by applicable law.
- 1.2 Regulatory Requirements. The term "routine", as used herein with respect to regulatory reports, laboratory analyses or tests, or other requirements imposed by governmental entities with jurisdiction over water and wastewater systems, means reports, analyses or tests that are customary or required by applicable law and regulations as of the Effective Date of this Agreement. If reporting, analysis, or testing requirements increase during the term of this Agreement, these increased reporting, analysis, or testing requirements will not be deemed routine and will be subject to an additional charge(s) under this Agreement to cover the increased cost. City will comply with all applicable laws and state regulations pertaining to the management, ownership, operation, maintenance, repair and replacement of its water and wastewater system to the extent the responsibility of such compliance is not specifically assumed by Riverbend under the terms of this Agreement. Riverbend shall not be responsible for City's failure to comply with any provision of state law or regulation that is not specifically assumed by Riverbend hereunder.
- 1.3 Maintenance and Repair. The term "routine", as used with respect to maintenance and repair, means work performed to assure or extend the useful life of the water system and wastewater plant equipment that does not require specialized skills or tools, and is performed at regular intervals. Routine maintenance will be provided as part of the Basic Services as specified in Article III.
- 1.4 Licenses, Permits, and Approvals. Riverbend will obtain and maintain in effect, at all times during the term of this Agreement, all local, state, and federal licenses, permits, registrations, and other approvals necessary for performing its obligations under this Agreement.

- 1.5 Staffing. Riverbend will provide qualified personnel to provide the services required under this Agreement. All employees of Riverbend will readily identify themselves when communicating with City's customers and the general public. Maintenance and operations personnel will wear distinctive clothing identifying themselves as employees of Riverbend.
- 1.6 Governmental Entities. Riverbend will respond to any inquiries, inspections, or routine reporting requirements of state agencies with jurisdiction over water and wastewater operations.
- 1.7 System Monitoring and Response. Riverbend will:
- a. Maintain 24-hour-per-day telephone dispatch service, with qualified personnel available to respond in the event of an emergency related to City water or wastewater services; provided, however, that such 24-hour-per-day availability and monitoring does not include responses to emergencies.
 - b. Monitor any computer or automatic dialing telephone alarm systems installed at any of the water or wastewater facilities which are programmed to call Riverbend's 24-hour-per-day telephone dispatch service.
- 1.8 Operations. Riverbend will perform the following routine operations:
- a. Provide the personnel, vehicles, equipment, and hand tools necessary for the routine operation and maintenance of City's water system and wastewater plant.
 - b. Provide a licensed operator to operate the wastewater plant five (5) days per week and to perform all inspections, tests, sampling and laboratory analyses required by any governmental authorities with jurisdiction or by this Agreement; provided, however, that regulatory requirements not considered to be routine, applicable to City, or in effect as of the date of this Agreement will be billed as additional cost.
 - c. Operate the wastewater plant in accordance with all applicable rules and regulations, ordinances and laws, as the same may be amended from time to time.
 - d. Provide for sludge removal and disposal at the wastewater plant.
 - e. Provide a monthly operations report relating to the wastewater plant that includes the following information:
 - i. State and/or federal wastewater discharge reports;
 - ii. Correspondence to regulatory authorities as appropriate; and
 - iii. Average daily wastewater flows.
 - f. Collect routine samples and provide routine certified laboratory tests to meet any applicable Texas Commission on Environmental Quality TCEQ and Environmental Protection Agency ("EPA") requirements and maintain all test results. TCLEP and BUSSA tests will be performed on an as-needed basis, for an additional charge.
 - g. Prepare and submit all routine operational and/or regulatory reports required by state agencies.
 - h. Provide payment for routine chemicals and bacteria required for operation of the

wastewater plant.

1.9 Records, System Maintenance and Repair.

- a. Inventory and maintain a listing of all wastewater plant equipment, including manufacturer's model and serial numbers, motor frame numbers, date of purchase or installation and other data necessary to provide information useful or necessary in connection with the maintenance, repair or replacement of such equipment.
- b. Establish a scheduled maintenance program for all equipment and wastewater plant facilities utilizing the equipment manufacturers' recommendations to generate recommended maintenance schedules for all such equipment. All data relating to the wastewater plant and equipment will be the property of City.
- c. Perform all routine maintenance, including, but not limited to, routine cleaning, lubrication and adjustment of equipment, cleaning or replacement of filters, replacement of light bulbs and belt adjustments required pursuant to the scheduled maintenance program established in accordance with the preceding subparagraph, and record all equipment serviced and the procedures and supplies utilized in order to provide an up-to-date history of all service, maintenance and replacements. All supplies needed for such routine maintenance is included in the Standard Monthly Payment under Section 3.2.
- d. Notify City as soon as is practical of any major equipment failures, breakdowns, power outages, or necessary non-routine maintenance of the water system and wastewater plant facilities or equipment. Subject to prior approval of City or its designated representative, and at City expense, arrange for and coordinate the repair or replacement of the affected equipment in a timely manner, and in accordance with Article IV.
- e. Inspect the wastewater plant regularly, maintain a written inspector-certified log of each inspection reflecting the date and time of each inspection, the personnel performing the inspection, and any action taken, as part of the permanent records.
- f. Make general observations of water system and wastewater plant equipment and operations and make recommendations for repair and/or replacement.

1.10 Excluded Matters. Notwithstanding any provision herein to the contrary, and to the extent authorized by law, Riverbend will not be liable for any damages caused by catastrophic failures of the City's facilities, system, or equipment, including but in no way limited to failures in the water storage system, breaks or leaks in the water distribution system, sanitary sewer overflows, tank failures, system construction, or damages caused by individuals not associated with Riverbend. It is further understood and agreed that Riverbend will not be liable for any costs or damages caused by violations of any rules, regulations, terms or provisions related to pretreatment standards or wastewater discharge parameters unless such violations are directly caused by the intentional or willful acts of Riverbend.

1.11 City's Obligations. City will assist Riverbend in the performance of its services as an independent contractor as follows:

- a. Timely remit payment to Riverbend as provided under section 3.2 of this Agreement for its services.
- b. Timely cooperate with any requests from Riverbend for information, documents, notices, actions or other such matters to assist in the performance of its services.
- c. Timely implement any improvements, systems, equipment or measures deemed necessary by Riverbend for the performance of its services and to maintain compliance with local, state & federal regulations and guidelines.

ARTICLE II. ADDITIONAL SERVICES

- 2.1 Non-routine Services. The term “non-routine”, as used herein with respect to maintenance or repair, will mean work performed to extend the useful life of City facilities and equipment that is not part of the standard daily operations of City’s facilities, but which work requires specialized skills and tools and is performed at irregular intervals.

All non-routine, non-emergency maintenance and repair services of a non-emergency nature estimated to exceed \$_____.00 must be approved by City or its designated representative prior to initiation. Riverbend will use reasonable efforts to schedule or perform all maintenance and repair services during normal working hours. Fees charged by Riverbend to City for services and equipment used to perform non-routine maintenance or repair services or other services which are requested by City in addition to routine services will be billed in accordance with Section 3.2.

- 2.2 Additional Services. Except in connection with an emergency, the Parties shall agree upon a price for any additional services deemed non-routine to be provided by Riverbend prior to delivery of the additional services. By way of example, the following items are considered to be additional services: (a) expenses resulting from a change in the scope of Services or physical change(s) to the City’s facilities, infrastructure and equipment; (b) expenses resulting from a change of law; (c) all repairs necessitated by the occurrence of a disabling event qualifying under the definition of Force Majeure in Section 5.13 or shutdown of facilities; (d) special, additional or extraordinary expenses incurred by Riverbend in providing an emergency response following the occurrence of a disabling event qualifying under the definition of Force Majeure in Section 5.13 or shutdown of facilities; (e) expenses related to municipal or private surveillance and alarm monitoring by third party vendors; (f) professional engineering fees; (g) replacement of mechanical seals, alignment of high speed shafts or couplings, and rebalancing of pump impellers; (h) any and all non-routine repairs and maintenance costs in excess of the limit set forth in Section 2.1(a); and (i) any cost for each and every other obligation assumed by Riverbend pursuant to this Agreement, even if not specifically delineated in this section.

- 2.3 Emergency. In the event of an emergency, Riverbend will have the authority to act without special instruction or authorization from City in order to prevent or minimize damage, injury or loss resulting from the emergency.

ARTICLE III.
TERM, TERMINATION & COMPENSATION

3.1 Term and Termination.

- a. Term. The term of this Agreement will begin on the Effective Date and will end at 11:59 p.m., Central Standard Time, on December 31, 20__ (the “Term”). After expiration of the Term, this Agreement shall automatically renew for successive five (5) year periods unless cancelled in writing by either Party at least twelve (12) months prior to the expiration of the then-current term.
- b. Termination. Either party (a “Terminating Party”) may terminate this Agreement due to a material breach or failure to perform to the standards set forth in this Agreement (a “Default”) by the other party (a “Defaulting Party”), provided that the Terminating Party first gives written notice of such breach or failure to perform to the Defaulting Party and extends that party 30 days from the date of the notice to cure the breach or correct the failure (a “Cure”). During this Cure period, any non-essential obligations or services shall be suspended. If the Defaulting Party fails to Cure the default to the satisfaction of the Terminating Party, in the Terminating Party’s sole and absolute discretion, the Agreement will terminate at the end of the 45-day cure period. A termination of this Agreement prior to the end of the Term will not affect any payments owed to Riverbend incurred prior to the effective date of the termination. The City’s payment obligations to Riverbend are considered an essential obligation for purposes of this section 3.1(b) as well as section 5.8.
- c. Return of Records and Final Payments. Upon termination of this Agreement, for any reason, Riverbend agrees to immediately turn over all books, records, other Plant property to City. Upon termination, City will pay Riverbend any compensation due under the terms of this Agreement up to the date of termination, prorated for less than a full month, if necessary, together with any unpaid expenses incurred by Riverbend and payable by City under this Agreement.
- d. Training. In the event of termination of this Agreement under paragraph (a) of this Section, Riverbend will train City in the operation of the system for a three-month period provided City is not in default of its payment obligations under this Agreement. Riverbend will be compensated at the Standard Monthly Payment rate for such training.

3.2 Compensation.

- a. Standard Monthly Payment. As compensation for the routine services provided by Riverbend, City shall pay to Riverbend a monthly payment (the “Standard Monthly Payment”) in the amount of \$____.00. The Standard Monthly Payment is a cost estimate for Riverbend’s operational costs plus a 12 percent (12%) administrative fee subject to true-up for over-recovery or under-recovery as provided in section 3.2(e).

- b. Additional Payment. If non-routine services are required, those services will be subject to payment of an additional fee negotiated by the Parties before the services are provided. Expenses incurred by Riverbend that are non-routine costs for par
 - c. Invoicing. Riverbend will send monthly invoices to City for all services provided in the previous calendar month. All monthly invoices will include an accounting statement showing the standard monthly payment and any additional charges for items not included in the standard monthly payment or reimbursement for expenses. All monthly payments are due to Riverbend not later than the 20th day of each calendar month during the term of this Agreement.
 - d. Late Payments. Any and all late payments due to Riverbend shall accrue interest at the rate set by the Texas Prompt Payment Act, from the original due date and until payment is received.
 - e. True up. Riverbend shall annually review its official audit to conduct a “true-up” review for the year to which the audit applies to determine whether there was any over-recovery or under-recovery of its operational costs which will include a twelve percent (12%) administrative fee during that fiscal year in relation to City’s Standard Monthly Payment annualized for the applicable year. Any over-recovery or under-recovery of costs shall be carried over as a credit or debit to City or Riverbend, as applicable. Said credit or debit shall be applied to City’s Standard Monthly Payment such that the credit or debit shall be extinguished by the end of the then current calendar year.
- 3.3 Reimbursement of Expenses. All items and equipment not specifically set forth in Article III. that are required to operate and maintain the water system and wastewater plant in accordance with state and federal regulations shall be billed as reimbursement in addition to the standard compensation for services set forth in Section 3.2, and as set forth herein. Such expenses may include, but are in no way limited to, additional, non-routine testing required by state or federal agencies, replacement of parts, costs incurred from outside vendors, any construction required for plant operation, and all expenses set forth in Article IV. Riverbend’s administrative costs have been included in calculating the compensation to be paid and, therefore, these expenses will be borne as a part of its Standard Monthly Payment. Where this Agreement provides that any expense is to be borne by City, the actual cost of supplies, equipment, materials, subcontractors, and specialized equipment rental necessary for the performance of Riverbend’s duties will be invoiced to City without surcharge.
- 3.4 Change in Scope or Law. In the event of a change in scope or Change of Law which results in the necessity for either an increase or decrease of ten percent (10%) or more in Riverbend’s cost of providing the services hereunder, one Party may provide notice to the other Party in accordance with Section 5.4 and the Parties shall negotiate in good faith to adjust the Standard Monthly Payment to account for such change in Riverbend’s costs. If the Parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then this Agreement may be terminated upon a 120-day notice by either Party.
- 3.5 Taxes, Licenses, Penalties & Assessments. City shall pay all property, ad valorem,

franchise, sales, use, excise, gross receipts, transaction privilege or other taxes, if any, associated with the ownership, operation and maintenance of its water and wastewater infrastructure, property, and facilities, other than taxes imposed on Riverbend's net income or payroll. City shall also pay all fees due for licensure through any local, state or federal agency, as well as any penalties or assessments imposed by any such agency relating to its water and wastewater system. City shall pay directly or reimburse Riverbend for any such expenditures that Riverbend may be required to pay under applicable law, including without limitation, any and all sales, use, gross receipts and/or transaction privilege taxes due in connection with or as a result of Riverbend's purchase, consumption, or use, in performing the services hereunder, of tangible personal property and/or subcontracted services; and relative to licensure and the payment of any penalties or assessments on behalf of City.

ARTICLE IV. INSURANCE & CLAIMS

4.1 Insurance.

- a. Riverbend will, at its sole expense, purchase and maintain in effect at all times during the term of this Agreement, insurance coverage with limits not less than those specified below, with insurers licensed to do business in the State of Texas:
 - i. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - ii. Workers Compensation Insurance in compliance with the statutes of the State of Texas for Riverbend's employees engaged in the performance of Services hereunder, to the required statutory amount; and
 - iii. Automobile Liability Insurance with a combined single limit in the amount of one million dollars (\$1,000,000).
- b. Riverbend will provide City with a Certificate of Insurance naming City as an additional insured within thirty (30) days of the Effective Date.
- c. None of the requirements of this Agreement with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Riverbend under this Agreement or with respect to the services provided by Riverbend under this Agreement.

4.2 City Insurance. City will maintain all risk property insurance for the full replacement value of its water and wastewater facilities, including coverage for flood and losses resulting from certified and non-certified acts of terrorism.

4.3 Claims. Riverbend is not acquiring any claims pending against City, including but not limited to lawsuits, administrative actions, complaints or investigations.

ARTICLE V. MISCELLANEOUS

- 5.1 Independent Contractor. It is understood and agreed that Riverbend is retained as and will serve under this Agreement in the capacity of an independent Contractor. Riverbend will be responsible for hiring and compensating any personnel which Riverbend deems necessary or appropriate in carrying out its duties hereunder.
- 5.2 Standard of Care. The services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of the water supply and wastewater operations and maintenance profession in the geographic region of Riverbend and the City.
- 5.3 Entire Agreement and Assignment. This Agreement constitutes the entire agreement of the Parties. Neither Party may assign this Agreement or any portion hereof without receiving the prior written consent of the other Party.
- 5.4 Notices. All notices given under this Agreement must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Agreement. Either party may change the address to which notice is to be addressed by giving notice in writing to the other party of the change. Any time limitation provided for in this Agreement will commence with the date that the party actually receives written notice, and the date of postmark of any return receipt indicating the date of delivery of notice to the addressee will be conclusive evidence of receipt.
- 5.5 Amendments. No subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding unless made in writing and signed by both Parties.
- 5.6 Applicable Law and Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue shall lie in Bowie County, Texas.
- 5.7 Recitals. All of the above recitals are incorporated and made a part of this Agreement.
- 5.8 Disputes. Each Party agrees that prior to filing a lawsuit or an administrative complaint with a regulatory agency on an issue related to the terms of this Agreement, the Party will submit the dispute to non-binding mediation, with each Party its own costs of participation. This provision survives termination of this Agreement. During resolution of any dispute under this section, the Parties shall each continue to perform all of their respective essential obligations under this Agreement without interruption or delay.
- 5.9 Construction. Whenever used herein the singular number shall include the plural and the plural number shall include the singular. Whenever used herein the masculine gender shall include the feminine and neuter genders and the neuter gender shall refer to any gender. Section headings used in this Agreement are intended for convenience only and not necessarily to describe the intent of a particular Section and therefore shall not be construed as limiting the effect of any provision of this Agreement. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be

construed as a whole according to its fair meaning, and any presumptions or principle that the language herein is to be construed against any Party shall not apply.

- 5.10 Severability. The provisions of this Agreement are severable, and if any provision or part herein or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.
- 5.11. Waiver. No failure on the part of either Party to this Agreement to require the performance by the other of any portion of this Agreement shall in any way affect either Party's right to enforce such provision, nor shall any waiver by either Party be taken or held to be a waiver of any other provision. No rights under this Agreement may be waived and no modification or amendment to this Agreement may be made except by separate written agreement executed by both Parties.
- 5.12 Designated Representatives. On or before the Commencement Date, the Parties shall each designate one or more authorized representatives (each an "Authorized Representative") to administer this Agreement. Either Party to this Agreement shall provide written notice to the other Party of any change to the Authorized Representative no less than fifteen (15) days prior to said change.
- 5.13 Force Majeure. Except for an obligation of payment, a Party shall be excused for the period of any delay in the performance of an obligations hereunder when prevented from doing so by cause or causes beyond a Party's absolute control, which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, or act of God.
- 5.14 No Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership or joint venture.
- 5.15 No Third Party Beneficiary. The Parties agree that the Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity.
- 5.16 Assignment. This Agreement shall be binding upon the successors and assigns of each of the Parties, but neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained in this section shall be construed to release either Party for the acts performed by such Party prior to assignment in the event of an assignment of either Party's interest.
- 5.17 Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 5.18 Survival. Termination or expiration of this Agreement shall not release either Party from

any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED on the date or dates indicated below, to be effective as of the Effective Date:

RIVERBEND:

**RIVERBEND WATER RESOURCES
DISTRICT**

By: Kyle Dooley, Executive Director

Date: _____

Address: 228A Texas Avenue
New Boston, TX 75570

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BOWIE

I certify that I know or have satisfactory evidence that Kyle Dooley is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Riverbend Water Resources District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

CITY:
CITY OF _____

By: [Insert Printed Name and Title]

Date: _____

Address: _____

ATTEST: _____
By: [Insert Printed Name and Title]

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of City of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, NOVEMBER 16, 2022**

**AGENDA ITEM VI. C.
RWRD RESO 20221116-03
Personnel Policy Change**



RIVERBEND RESOLUTION NO. 20221116-03

**AUTHORIZING THE APPROVAL OF AMENDMENTS TO THE PERSONNEL
POLICY MANUAL OF THE RIVERBEND WATER RESOURCES DISTRICT**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Riverbend Water Resources District first adopted a Personnel Policy Manual on March 2, 2016 and has updated policies as needed; and

WHEREAS, Riverbend Water Resources District desires to continue to update certain policies and procedures of its Personnel Policy Manual.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District hereby adopts the amendment(s) to the Personnel Policy Manual as attached.

PASSED and APPROVED this 16th day of November 2022

Van Alexander, President

ATTEST:

Sonja Hubbard, Secretary

Attached: Personnel Policy Manual Changes



8-13 Conflict of Interest and Business Ethics

It is Riverbend Water Resources District's policy that all employees avoid any conflict between their personal interests and those of Riverbend Water Resources District. The purpose of this policy is to ensure that Riverbend's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of Riverbend Water Resources District.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with Riverbend Water Resources District, by any employee who is in a position to directly or indirectly influence either Riverbend Water Resources District's decision to do business, or the terms upon which business would be done with such organization;
- Holding any interest in an organization that competes with Riverbend Water Resources District;
- Being employed by (including as a consultant) or serving on the Board of any organization which does, or is seeking to do, business with Riverbend Water Resources District or which competes with Riverbend Water Resources District; or
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Riverbend Water Resources District.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and Riverbend Water Resources District.

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- Holding any interest in an organization that competes with Riverbend Water Resources District;
- Being employed by (including as a consultant) any organization which does, or is seeking to do, business with Riverbend Water Resources District or which competes with Riverbend Water Resources District;
- Serving on the Board, Counsel or Commission of any organization which does, or is seeking to do, business with Riverbend Water Resources District or which competes with Riverbend Water Resources District if you hold a managerial, supervisory or decision-making role with Riverbend Water Resources District. Otherwise, any other employee of Riverbend Water Resources District serving on a Board, Counsel or Commission of any organization discussing business affecting Riverbend Water Resources District, directly or indirectly, shall abstain from all such discussions and votes.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Riverbend Water Resources District.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and Riverbend Water Resources District. It is also your responsibility to report service, or anticipated service, on any board, counsel or commission for a determination by Riverbend Water Resources District of any potential conflicts of interest.