



**REGULAR MEETING
RIVERBEND WATER RESOURCES DISTRICT
PUBLIC NOTICE OF BOARD OF DIRECTORS' MEETING
WEDNESDAY, OCTOBER 25, 2023
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, October 25, 2023, 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 September 27, 2023 Regular Meeting Minutes.



- B. Discussion and possible action regarding approval of a resolution to authorize the Executive Director/CEO to enter into an agreement for services with Wilf Henderson, PC for annual audit services for FY 2023.

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 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 approving changes to the Personnel Policy Manual

Section 4-16 of the Personnel Policy Manual discusses Performance Reviews. In addition to reviewing performance over the previous year, the District would like the board to consider including the option for performance stipends based on the annual performance evaluation of each employee. These stipends would be separate from longevity pay. Having this option would be another way to reward the higher performing employees each year. The funds needed for these stipends are available in the FY24 budget. Staff recommends approval.

Action item: Consider motion for approval of RESO 20231025-02 approving changes to the Personnel Policy Manual.

B. 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.

This agenda item pertains to the 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 11, 2023 and the new contract was scheduled to start on October 12, 2023. We negotiated terms right up until the end date of the FY 23 contract. The testing we need provided is continual, so the contract needed to be signed so as not to allow



an interruption in service. While the contract amount went up compared to last year, the funds to cover this cost increase are available in the FY24 budget. Upon guidance from our legal counsel, the Executive Director executed the contract and is asking for ratification for the new contract. Staff recommends approval.

Action item: Consider motion for approval of RESO 20231025-03 ratifying the service contract executed by the Executive Director/CEO with Red River Army Depot for analytical services.

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

This agenda item pertains to executing Amendment No. 2 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 second 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 \$606,747 to \$1,186,954. 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. Also, by approving this item, the board would authorize the Executive Director to sign any future amendments to this contract with TWDB for the remainder of the 6th Cycle of Planning. At the last Region D meeting, the board approved a similar resolution that gave the Executive Director that same authority. Staff recommends approval.

Action item: Consider motion for approval of RESO 20231025-04 authorizing the Executive Director/CEO to execute all amendments to the funding contract with the Texas Water Development Board for the remainder of the 6th Cycle of Regional Planning on behalf of North East Texas Regional Water Planning Group.

VII. RIVERBEND 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, Wednesday, November 15, 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, OCTOBER 25, 2023**

**CONSENT AGENDA ITEM IV. A.
September 27, 2023
Regular Meeting Minutes**

**Regular Called Meeting
Riverbend Water Resources District
Board Meeting Minutes
September 27, 2023**

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, Fred Milton, Secretary of the Board, called the meeting to order at 12:00 p.m.

Directors Present:

Tina Veal-Gooch, President
Fred Milton, Secretary
Sonja Hubbard, Past President

Directors Absent:

Van Alexander, Vice President
Steve Mayo, Treasurer

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

Fred Milton led the invocation and the pledge of allegiance.

III. Public Comments

None.

IV. Consent Agenda Items

A. Discussion and possible action regarding August 23, 2023 Regular Meeting minutes.

B. Discussion and possible action regarding approval of RESO 20230927--01 adopting the Member Entities' True-Up for use in FY 2024.

C. Discussion and possible action regarding approval of RESO 20230927-02 adopting the True-Up for the City of Maud, Texas for use in FY 2024.

A motion was made by Sonya Hubbard and seconded by Tina Veal Gooch to approve the Consent Agenda Items as presented. The motion passed unanimously.

V. Regional Entity Reports

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

Kyle Dooley provided that David Widemon, the new Executive Director, plans to attend our meetings as soon as he gets his feet on the ground. No action taken.

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

Scott Norton, Executive Director, provided an update. The board approved their revised budtget for FY 2023 and proposed budget for FY 2024. The board also approved two requests for qualifications on construction projects. One is for a 3PL building that is 100,000 square feet with the potential to be larger. The other is for a build-to-suit for an existing tenant looking to expand their building up to 100,000 square feet. They also met with the architechth on their new, larger headquarters building that will be located in the Hooks area. Prospect activity is still very strong. No action taken.

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

Sonja Hubbard provided an update. The textile manufacturer is waiting on an update from the State of Arkansas. The funding that is to be considered for the airport expansion is tied up in the federal budget so we will wait on an update once that budget is approved. No action taken.

VI. Agenda Items for Individual Consideration

A. Discussion and possible action regarding approval of a resolution appointing the officers of the Board of Directors for FY 2024.

Kyle Dooley provided information on the board officer rotation system. This rotation allows for maximum participation and leadership opportunities for each director, the proposed officers for this year would be:

Steve Mayo, President
Fred Milton, Vice President
Sonja Hubbard, Treasurer

Tina-Veal Gooch, Secretary
Van Alexander Past President

A motion was made by Tina Veal Gooch and seconded by Sonya Hubbard to approve RESO 20230927-03 approving the officers of the Board of Directors. The motion passed unanimously.

B. Discussion and possible action regarding the Riverbend Calendar and Board Meeting Schedule for FY 2024.

Kyle Dooley provided that the proposed calendar and board meeting schedule for FY 2024 is included in the packet for consideration.

A motion was made by Sonya Hubbard and seconded by Tina Veal Gooch to approve the Riverbend Calendar and Board Meeting Schedule as presented. The motion passed unanimously.

C. Discussion and possible action regarding approval of a resolution adopting the Revised 2023 Administrative Member Fund Budget, the Revised 2023 Wet Utilities Fund Budget, and the Revised 2023 Regional Water System Facilities Fund Budget of Riverbend Water Resources District.

Tara Houck, CFO, presented the proposed changes to the FY 2023 Administrative Member Fund Budget, the Wet Utilities Fund Budget, and the Regional Water System Facilities Fund Budget.

A motion was made by Sonya Hubbard and seconded by Tina Veal Gooch to approve RESO 20230927-04 adopting the Revised 2023 Administrative Member Fund Budget, the Revised 2023 Wet Utilities Fund Budget, and the Revised 2023 Regional Water System Facilities Fund Budget of Riverbend Water Resources District. The motion passed unanimously.

D. Discussion and possible action regarding approval of a resolution adopting the FY 2024 Administrative Member Fund Budget, the FY 2024 Wet Utilities Fund Budget, and the FY 2024 Regional Water System Facilities Fund Budget of Riverbend Water Resources District.

Tara Houck, CFO, presented the proposed FY 2024 budgets for the Administrative Member Fund, Wet Utilities Fund, and the Regional Water System Facilities Fund. Kyle Dooley provided a few details including a 5% cost of living adjustment as well as a \$0.75 increase per position to the labor table.

A motion was made by Tina Veal Gooch and seconded by Sonya Hubbard to approve RESO 20230927-05 adopting the FY 2024 Administrative Member Fund Budget, the FY 2024 Wet Utilities Fund Budget, and the FY 2024 Regional Water System Facilities Fund Budget of Riverbend Water Resources District. The motion passed unanimously.

VII. Riverbend Reports

A. Board Members

No reports.

B. Executive Director/CEO

Kyle Dooley provided the following updates:

Regional Water System Project: Matt Garcia provided an update. Pape continues to support the District in navigating the processes with the USACE and TWDB. On the Environmental Document: it has been submitted to the state agencies. The comments that have been received are not deal breakers or problems. The Texas Historical Commission did ask for additional information. Providing this will not hold up the EID and this information is part of the URC and the USACE Lake office coordination. A public meeting was held on September 20th in New Boston. There were questions and concerns, and all were quickly addressed. Responses to comments on the EID are being drafted and then the document will be revised to address those comments. Pape is drafting the contract documents for those firms selected in the RFQ process earlier this month. Kyle provided that Black and Veach will design the new intake, the pump station and the raw water main. Garver will design the new water plant itself. LAN will design the treated water main. The District also extended the contract for project management with Pape-Dawson. We had a call with USACE today to clarify the operational side of the Environmental Assessment document for the operational side of the water plant. On the regulatory side is still leaning toward the national front.

Industrial Wastewater Plant: a few weeks ago, we had a follow-up meeting with the Army to discuss next steps. The final number needed to be agreed upon, as well as how to proceed to get funding and get contracts signed. The options are 20-year amortization which will save \$20 Million as opposed to the 30-year amortization. Contracts must be in place as they are and then start working on an amendment to the existing contract to incorporate the project funding.

No action taken.

VIII. Executive Session

The board stood at ease at 12:30 p.m.

The board reconvened in Executive Session at 12:31 p.m. with quorum pursuant to sections 551.071, 551.074, and 551.087 of the Texas Open Meetings Act.

The board came out of Executive Session at 12:55 p.m.

The board reconvened with quorum at 12:57 p.m.

IX. Next Riverbend Meetings

Riverbend Regular Meeting, October 25, 2023 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 Tina Veal Gooch and seconded by Sonya Hubbard to adjourn the meeting at 12:58 p.m. The motion passed unanimously.

The minutes of the Riverbend Water Resources District Board of Directors meeting, held on September 27, 2023, were read, and approved on the 25th day of October 2023.

Steve Mayo, President

Attest:

Kyle Dooley, Executive Director/ CEO

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, OCTOBER 25, 2023**

**CONSENT AGENDA ITEM IV. B.
RWRD RESO 20231025-01
Wilf Henderson Contract**



RIVERBEND RESOLUTION NO. 20231025-01

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN
INTERLOCAL AGREEMENT/CONTRACT FOR SERVICES WITH WILF &
HENDERSON, PC FOR ANNUAL AUDIT SERVICES**

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 has a need for annual year-end audit for FY 2022, including the Administrative Member Funds at Texana Bank and the Wet Utilities' Funds at State Bank of DeKalb; and

WHEREAS, Wilf & Henderson, PC provides certain needed accounting and financial 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 an interlocal agreement/contract for services with Wilf & Henderson, PC to provide annual year-end audit services for Riverbend Water Resources District on terms substantially the same as attached hereto and further reviewed by general counsel.

PASSED and APPROVED this 25th day of October 2023

Steve Mayo, President

ATTEST:

Tina Veal Gooch, Secretary

Attached: Engagement Letter with Wilf & Henderson, PC





WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Member of American Institute of Certified Public Accountants
Member of Private Company Practice Section
Member of AICPA Governmental Audit Quality Center

September 30, 2023

To the Board of Directors
Riverbend Water Resources District
228 Texas Avenue, Suite A
New Boston, Texas 75570

We are pleased to confirm our understanding of the services we are to provide for Riverbend Water Resources District for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities, including the disclosures, which collectively comprise the basic financial statements of Riverbend Water Resources District as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Riverbend Water Resources District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Riverbend Water Resources District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods or preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – Regional Water System Administration Fund
3. Budgetary Comparison Schedule – Wet Utilities Fund
4. Budgetary Comparison Schedule – Regional Water System Facilities Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Riverbend Water Resources District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

1. Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Schedule of Services and Rates
2. Schedule of Enterprise Fund Expenses
3. Schedule of Temporary Investments
4. Schedule of Texas Levies and Receivable
5. Schedule of Long-Term Debt Service Requirements Series 2016A by Years
6. Schedule of Long-Term Debt Service Requirements Series 2016B by Years
7. Schedule of Long-Term Debt Service Requirements Series 2020A by Years
8. Schedule of Long-Term Debt Service Requirements Series 2020B by Years
9. Schedule of Changes in Long-Term Bonded Debt
10. Comparative Schedule of Revenues and Expenses – Last Five Years
11. List of Board Members, Key Personnel and Consultants

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper revenue recognition in the audit area of revenues, receivables, and receipts.
2. Management override of internal controls

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have direct and material effect of the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Riverbend Water Resources District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Riverbend Water Resources District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Riverbend Water Resources District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Riverbend Water Resources District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related

notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, and the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect of the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant

agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting

package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Riverbend Water Resources District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilf & Henderson, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a relevant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you any such request. If requested, access to such audit documentation will be provided under the supervision of the Wilf & Henderson, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by relevant agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Carolyn Wilder is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 1, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$26,700. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of Riverbend Water Resources District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal

control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Riverbend Water Resources District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Wilf & Henderson, P.C.

Wilf & Henderson, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Riverbend Water Resources District.

Management signature: _____	Governance signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, OCTOBER 25, 2023**

**AGENDA ITEM VI. A.
RWRD RESO 20231025-02
Personnel Policy Manual Changes**



RIVERBEND RESOLUTION NO. 20231025-02

**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 25th day of October 2023

Steve Mayo, President

ATTEST:

Tina Veal Gooch, Secretary

Attached: Personnel Policy Manual Changes



4-16 Performance Reviews

Depending on your position and classification, the District endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the Executive Director/CEO.

In addition to these formal performance evaluations, the District encourages you and your supervisor to discuss your job performance on a frequent and ongoing basis.

Addition of:

Employees with at least one (1) year of consecutive service to the District are eligible for a performance stipend based on their annual performance evaluation scores, subject to the approval and the discretion of the Executive Director/CEO. The timing and award of any such stipend in any given year are determined at the District's discretion.

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, OCTOBER 25, 2023**

**AGENDA ITEM VI. B.
RWRD RESO 20231025-03
Ratification of Testing Contract
with RRAD**



RIVERBEND RESOLUTION NO. 20231025-03

RATIFYING THE SERVICE CONTRACT EXECUTED BY THE EXECUTIVE DIRECTOR/CEO WITH RED RIVER ARMY DEPOT FOR ANALYTICAL SERVICES

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;

WHEREAS, Riverbend Water Resources District has a need for laboratory services to support its utility and other environmental services; and

WHEREAS, Red River Army Depot's Chemistry Laboratory provides certain needed services and is fully qualified and certified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Riverbend Water Resources District ratifies the service contract executed by the Executive Director/CEO. In addition, the Executive Director/CEO shall be and is hereby authorized to enter into a service contract with Red River Army Depot to provide analytical services for Riverbend Water Resources District as needed on terms substantially the same as attached hereto and further reviewed by general counsel.

PASSED and APPROVED this 25th day of October 2023

Steve Mayo, President

Tina Veal Gooch, Secretary

Attached: Direct Sales Contract with Red River Army Depot



DIRECT SALES CONTRACT W911RQ-24-C-DS01
Riverbend Water Resources District
228 Texas Ave. Suite A
New Boston, TX 75570

This Direct Sales Contract, **W911RQ-24-C-DS01**, is entered into as of the day signed by the Government Contracting Officer, between Riverbend Water Resources District, hereinafter referred to as the Buyer, and Red River Army Depot (RRAD), hereafter referred to as the seller.

1. PURPOSE. This contract establishes a contractual relationship and agreement between Riverbend Water Resources District, as the Buyer, and Red River Army Depot, as the seller, for the analytical testing of wastewater samples.

The testing and analytical services will be accomplished IAW Attachment A, Scope of Work/Specification for Analytical Services, dated 28 September 2023.

2. PRICING. Contract pricing is **\$7,500.00 per month** or **\$90,000.00** per year for the services listed in the reportable analysis category for outfalls from the Industrial Waste Treatment Plant (IWTP) and the Sewage Treatment Plant (X-Plant), along with daily screening analysis of IWTP

3. TERMS AND CONDITIONS.

- A. **AUTHORITY.** This contract is entered into by the parties hereto under the authority of Title 10 US Code 2539b (a) (3) for the purposes set forth above.
- B. **ACCEPTANCE – ENTIRE AGREEMENT.** This document shall constitute the entire agreement between the parties, and no change or modifications thereof shall be binding upon the parties unless mutually agreed to and signed by an authorized representative of each party.
- C. **STANDARD OF SERVICE.** The Seller shall be responsible for, and shall cause others to be responsible for, compliance with all applicable laws, ordinances, rules, and regulations now in force or enacted or adopted in the future which pertain in any manner to the work to be performed under this agreement. Further, Seller shall ensure that all work under this agreement is performed in a professional manner. Seller warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Buyer shall have 30 days from receipt of items from Seller to inspect and accept the items. If any defect is discovered, Buyer shall give written notice within the 30-day acceptance period of the defect or nonconformance to the seller. This notice shall state

either (1) that the Seller shall correct or remedially perform any defective or nonconforming services, or (2) that the Buyer does not require correction or remediation.

- D. **PAYMENT TERMS.** The Seller agrees to exert its best efforts to perform the services called for herein based on the Contract prices set forth herein, but the parties further understand and agree that Federal law (10 US Code 7543) requires advance incremental funding by the Buyer before any such work is undertaken by the Seller. The advanced incremental funding required by this contract is set forth in the payment schedule below. The Buyer also understands and agrees that the Seller will perform no work if such advance funding has not been received. The Buyer further understands and agrees that the Seller is legally prohibited from incurring costs in excess of the funds actually received from the Buyer as advanced funding. When the advanced funding limit is reached and all such funds are expended, the Seller will cease performance of work and will not initiate further work until additional funding is received. Funds should be made payable to the U.S. Treasury and sent to the following address:

Red River Army Depot
Directorate for Resource Management TARR-R
Bldg. 15
Attention: Jeff Fluegge
100 James Carlow Drive
Texarkana, TX 75507-5000

- E. **PAYMENT SCHEDULE.** The Buyer agrees to provide incremental funding for this contract in the amount of \$7,500.00 upon contract execution and an additional \$7,500.00 per month for the performance of work in the SOW. Additional analysis requested by Riverbend Water Resources District outside the normal scope of work will be billed on a per sample basis according to the Price List Guidelines found within the SOW.
- F. Payment to the Seller will be in accordance with the payment instructions to be provided by the Seller.
- G. **PRODUCTION AND DELIVERY SCHEDULE.** Buyer will provide samples to be tested to the Seller in accordance with Attachment A, Scope of Work/Specification for Analytical Services, 28 September 2023.

Seller will perform analytical service called for in this contract in accordance with the delivery requirements in the attached Scope of Work/Specification.

The period of service is 12 October 2023 through 11 October 2024.

- H. **DELAYS.** Seller agrees to notify the Buyer immediately if progress under this agreement is delayed in any manner. If delay is due to material breach in the responsibilities of the Buyer and over which the Buyer has control, the Seller agrees to notify the Buyer in writing of such a breach. However, in no case shall work be delayed due to a dispute under this contract. Any delay accepted by the Buyer shall be evidenced by written modification to this agreement. Seller shall continue to perform to the best of their ability until all work under this agreement is complete, subject to the availability of funding.
- I. **INDEMNIFICATION.** As required by Title 10 US Code 7543(a)(6), the Buyer expressly agrees to hold harmless and indemnify the Seller and the United States to the extent authorized by applicable law, except in a case of willful misconduct or gross negligence, from any and all claims for property damage (including repair and replacement cost, and loss of beneficial use) and all claims for injury (including bodily injury and disease) or death to any person arising out of the performance of this contract or the sale of any article or service contracted for in this agreement. This hold harmless and indemnification requirement includes, but is not limited to, the cost of litigation (including Alternate Dispute Resolution (ADR) expenses, court costs, and Government attorney's fees) and all reasonable settlement expenses and costs.
- J. **TERMINATION.** The Buyer may terminate this Agreement, in whole or in part, at any time by providing written notice via registered or certified mail to the Seller. Such notice must be signed by an official of the Riverbend Water Resources District with actual authority to issue such a contract termination. In such event the Seller will immediately comply with the termination directive and take all reasonable steps to minimize the incurrence of costs allocable to the termination. To the extent that an order is not terminated in whole, the Seller shall continue performance. Advanced incremental funding received in excess of cost incurred which results from such complete or partial termination will be reimbursed to the Buyer in an amount negotiated between the parties.
- K. **CANCEL OR SUSPEND.** The Seller and the US Government reserve the right to cancel or suspend all or part of its performance under this contract in the event that such performance is deemed by the Department of Defense, the Department of the Army, or other Defense Command Agency (e.g. US Army Tank-automotive and Armaments Command), to interfere, for any reason, with the performance of work by the Seller on behalf of the Department of Defense in support of one of its contracts, or for any reason is determined to

not be in the best interest of the United States. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by the US Government to cancel or suspend performance under this contract for unusual and compelling circumstances when the national interest of the United States so requires. The Buyer agrees that the seller shall not become liable to the Buyer as a result of such cancellation or suspension. When such a cancellation or suspension occurs, the Seller will return to the Buyer any advanced incremental funding received but not yet expended or incurred against the contract. Seller agrees to promptly notify the Buyer in the event the performance of this Contract is canceled or suspended pursuant to this provision.

- L. **CHANGES.** During the performance of this Contract, the Buyer may require addition to, alterations of, or deductions or deviations (all hereinafter referred to as a “change”) to the scope of work for services to be furnished by the seller. No change shall be considered as an addition, alteration, or deduction, or deviation to the scope of work, nor shall Seller be required to perform such “change” services, nor be entitled to compensation for performance of same or work done pursuant to or in contemplation of a change unless a written modification to this Agreement is mutually agreed to and signed by an authorized representative of each party.
- M. **DISPUTE PREVENTION.** Each party is committed to a dispute prevention atmosphere during the performance of this Agreement and each party recognizes that cooperation, rather than confrontation, is an effective and efficient way to accomplish a joint work effort. In furtherance of that goal, the parties agree to take steps to establish a cooperative process for evaluating progress and solving problems. The parties recognize that the development of a cooperative and structured team process for dealing with unexpected problems is a useful mechanism for establishing open communication and dispute prevention. The parties agree that the settlement of a dispute through a negotiated settlement or through alternate dispute resolution (ADR) methods to avoid litigation will increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. The parties further agree that when both parties recognize the existence of an issue in controversy that cannot be resolved by a timely negotiated settlement, the parties will elect to participate in an ADR process by agreeing to alternate procedures and processes to be used in lieu of formal litigation which includes participation by officials, or their representatives, of both parties that have the authority to resolve the issue in controversy.
- N. **COMPLIANCE WITH LAWS.** Both parties recognize their responsibility to comply with all applicable federal laws, executive orders, and rules and

regulations applicable to a Federal Installation during the performance of this Contract.

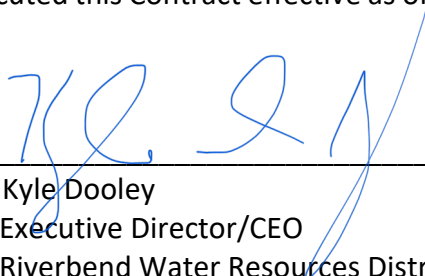
- O. **DURATION.** This Contract is effective from the date of execution and will terminate upon 30 days written notice by either party, upon the completion of all Seller obligations under this Contract, or operation of Law.

P. **OPTIONS.**

- a. Option for Increased Quantity. The Buyer may have a requirement for the Seller to produce and deliver additional items identified in paragraph 1 or may have a requirement for the Seller to produce other similar items or to perform additional services during the course of this contract. Upon notification by the Buyer and agreement of the Seller that additional quantities or items may be added or services performed, a modification to the contract will be prepared to identify those items, quantities, prices, and delivery requirement. Additional funding will be provided with the executed modification prior to the Seller beginning the added work.
- b. Option to Extend the Term of the Contract. The term of this contract will not exceed 12 months unless otherwise extended. The contract may be extended beyond the 12-month period by modification of the contract; however, the contract, to include extensions, will not exceed a total of 24 months unless otherwise agreed to by both the Buyer and the Seller

IN WITNESS WHEREOF, the Parties hereto have executed this Contract effective as of the date indicated above.

Justin S. Reid
Contracting Officer
Red River Army Depot



Kyle Dooley
Executive Director/CEO
Riverbend Water Resources District

28 September 2023

Scope of Work/Specification for Analytical Services

The services provided under this agreement are critical to the operation of the water, wastewater and industrial wastewater treatment systems of the Buyer and are needed by Buyer in the operation of its systems in a time critical environment. The services are not immediately available by another supplier in the area which can meet the time constraints and requirements for operation of the systems. The provision of these services by Seller largely benefits Red River Army Depot by insuring that the quality of the potable water provided to Red River Army Depot is sufficient for Red River Army Depot to meet (its mission requirements and that the treatment of the wastewater and industrial wastewater complies with applicable laws in order that the operations of Red River Army Depot in fulfilling its mission requirements may go unimpeded. Seller is to provide analytical laboratory testing of wastewater samples supplied by the Buyer. Testing will be for those chemical types, frequencies, methods and sample types, for both reportable and screening analysis, as outlined in this scope of work. Protocols and processes to be followed:

1. **Sample Custody-** A record of chain of custody will be maintained within the laboratory. A copy of that record can be made available to Riverbend Water Resources District when requested.
2. **Sample Handling-** All samples will be received, preserved and stored in accordance with established regulatory requirements. Holding times will be met and evidence of compliance will be available within the laboratory.
3. **Method Compliance-** Published methodology as listed in the scope of work will be complied with. Methods listed as “screen” are in-house variations documented in laboratory SOPs which provide quick predictive results suitable for operational purposes (as opposed to regulatory reporting requirements).
4. **Detection Limits-** Laboratory determination of method detection limits will be accomplished according to regulatory guidelines for applicable parameters. Records of such determinations will be maintained in the laboratory and made available upon request.
5. **Standard Traceability-** Records reflecting the traceability of reference standard materials used will be kept within the lab and made available upon request.
6. **Reporting-** Analytical results will be reported on our standard form and can be faxed, or emailed. Verbal notification of quick screen results will be made as requested. The applicable method detection limit or “minimum analytical level (MAL)” as specified by permit will be reported where appropriate. All measurements will be subjected to “statistical control” as delineated within the Laboratory Quality Control Plan.

7. **QC Data-** Records reflecting the results of QC measurements relevant to each analytical result will be maintained within the laboratory and made available upon request.
8. **Electronic Data-** Analytical results can be transmitted electronically as Excel files when requested. These can be converted to ASCII format if required.
9. **Turn Around Time-** Completed analytical results of monthly samples will be reported to Riverbend Water Resources District on or before the 15th of the following month. In the event of lab equipment failure that will affect this delivery requirement for analytical results, RRAS will immediately notify Riverbend Water Resources District of the equipment failure. Riverbend Water Resources District will be responsible for obtaining the required services from other laboratories until such time equipment is restored to an operating condition. Adjustments will be made to the RRAS monthly invoice for analytical services not provided as a result of such failure.
10. **Disposal-** Buyer will be responsible for the disposal of unused sample portions returned to them. Sample portions used for analysis will be disposed of upon successful analysis provided that all results are well within permit limitations. Any sample for which high or unusual results were obtained will be held in the laboratory for 30 days following delivery of the final report to Riverbend Water Resources District, upon request
11. **Record Keeping-** The laboratory will maintain adequate records to support all analytical data relevant to analysis of Riverbend Water Resources District's samples for a period of three (3) years from the date of sample receipt.
12. **Quality Program-** The laboratory will maintain an on-going quality management program. No certifications are required for the performance of the analyses contained in this scope of work. However, the laboratory will participate at least once annually in an externally administered assessment of laboratory performance.
13. **Sample Delivery-** Sample delivery will be made to the lab during normal operating hours of 0615 to 1645 hours, Monday through Thursday. Provision of the appropriate sampling containers is the responsibility of Riverbend Water Resources District
14. **Additional Pricing-** Services rendered outside of normal operating hours will be an additional cost billed at the current prevailing overtime rate of the depot. Additional analysis requested by Riverbend Water Resources District outside of the normal scope of work will be billed on a per sample basis according to the Price List Guidelines in this SOW.
15. **Equipment Malfunction Notification-** If testing equipment utilized to support this contract malfunctions a Red River Army Depot Chemical Laboratory employee will notify Riverbend by email within 24 hours of discovery.

Scope of Work

Yearly Workload (Approximation)

Reportable Analysis

IWTP	Frequency	Method	Sample Type	# Analyses
pH	each release Tues-Thurs	SM 4500-H+B	Grab	156
TSS	3 per week	SM 2540 D	Grab	156
TPO4	each release Tues-Thurs	EPA 365.3	Grab	156
Cadmium	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
Chromium	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
Copper	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
Lead	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
Nickel	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
Silver	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
Zinc	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
Aluminum	each release Tues-Thurs	EPA 200.7 /200.8	Grab	156
HEM	1 per week	EPA 1664A	Grab	52
Cyanide	1 per week	ASTM D 7511-09	Grab	52

Collins	Frequency	Method	Sample Type	# Analyses
NH3	1 per day	SM 4500-NH3 C	Composite	365
TSS	2 per week	SM 2540 D	Composite	104
HEM	1 per week	EPA 1664A	Grab	52
TRC	1 per week	SM 4500-CI I	Grab	52
Al,Cu,Ag	1 per week	EPA 200.7 /200.8	Composite	52
Cd,Cr,Pb,Ni	1 per year	EPA 200.7 /200.8	Composite	1
COD	1 per year	EPA 410.4	Composite	1
TPO4	1 per year	EPA 365.3	Composite	1

Screening Analysis

IWTP	Frequency	Method	Sample Type	# Analyses
pH	1 per day Tues-Thurs	Screen	Grab	156
TSS	1 per day Tues-Thurs	Screen	Grab	156
Metals	1 per day Tues-Thurs	Screen	Grab	156

Addtl screens	Frequency	Method	Sample Type	# Analyses
Cr Tanks PH	each release Tues-Thurs	Screen	Grab	156

PO4 side PH	each release Tues-Thurs	Screen	Grab	156
Cr Tanks Metals	each release Tues-Thurs	Screen	Grab	156
PO4 side Metals	each release Tues-Thurs	Screen	Grab	156
Collins	2 per week	Screen	Composite	104

Additional Testing Price List

<u>Screening Test</u>	<u>Cost</u>
pH	\$40.00
Total Phosphate	\$40.00
Oil & Grease (HEM)	\$80.00
Total Suspended Solids	\$40.00
Chemical Oxygen Demand	\$80.00
Total Residual Chlorine	\$40.00
Ammonia-Nitrogen	\$40.00
Cyanide	\$80.00
Metals, TPDES	\$40.00

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, OCTOBER 25, 2023**

**AGENDA ITEM VI. C.
RWRD RESO 20231025-04
TWDB Funding Contract**



RIVERBEND RESOLUTION NO. 20231025-04

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE ALL
AMENDMENTS TO THE FUNDING CONTRACT WITH THE TEXAS WATER
DEVELOPMENT BOARD FOR THE REMAINDER OF 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 all amendments to the funding contract with the Texas Water Development Board for the remainder of the 6th cycle of regional water planning on behalf of North East Texas Regional Water Planning Group.

PASSED and APPROVED this 25th day of October 2023

Steve Mayo, President

ATTEST:

Tina Veal Gooch, Secretary

Attached: TWDB Contract



Business Unit: 58000	Requester: 00010094077	Status: Approved
Requisition: 0000001645	Requested By: Ronald L Ellis	Currency: USD
Requisition Name: CONT_Amd2_2148302556_2024_RegD	Entered Date: 9/20/23	Requisition Total: 290,103.50
Header Comments: Contract amendment increases committed funds for FY24 and FY25. Requisition is for FY24 funds. New requisition will be routed in FY25. Contract amendment increases committed funds for FY24 and FY25. Requisition is for FY24 funds. New requisition will be routed in FY25.		

Line: 1	Item Description: Regional Water Planning Contract Amendment 2 Region D	Quantity: 1.0000	UOM: EA	Price: 290103.5000	Line Total: 290,103.50
					Line Status: Approved

Ship Line: 1	Ship To: SFAHQ	Address:	Shipping Quantity: 1.0000
Attention: Ronald L Ellis	Due Date:	1700 Congress Avenue	Shipping Total: 290,103.50
Ship Via: VENDOR	Freight Terms: FOB DESTIN	6th Floor - TWDB Austin TX 78701 United States	

Dist	Status	Location	Qty	PCT	Amount	GL Unit	Account
1	Open	SFAHQ	1.0000	100.00	290,103.50	58000	7613

Dept	Fund	Program	Class	Budget Ref
N910	4830	00	30430	2024

Open QTY	PC BU	Project	Open Amt
1.0000	58000	E02011	0.0000

GL Base Amount	Currency	Sequence	Capitalize
290,103.50	USD	0	N

Chartfield 2
7613

TWDB Contract No. 2148302556

STATE OF TEXAS

TEXAS WATER DEVELOPMENT BOARD

TRAVIS COUNTY

and

RIVERBEND WATER RESOURCES DISTRICT

AMENDMENT NO. 2

This Contract, executed on July 13, 2021 and amended on November 17, 2022, is hereby amended as follows:

1. SECTION I, ARTICLE I, Paragraph C, COMMITTED FUNDS, is increased by \$580,207.00, bringing the total COMMITTED FUNDS amount to \$1,186,954.00.
2. SECTION I, ARTICLE I, Paragraph U, TOTAL PROJECT COST, the not to exceed cost is increased to \$1,332,006.00.
3. SECTION I, ARTICLE II, Paragraph D, is added as follows:
 - D. A total of \$290,103.50 identified as Committed Funds under SECTION I, ARTICLE I, Paragraph C will not become available until September 1, 2024.
4. 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 – Second Amended Scope of Work
 2. Exhibit B – Second Amended Task and Expense Budgets
 3. Exhibit C – Second 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)

¹ Exhibit C, Second 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.

5. Exhibit A, First Amended Scope of Work, is replaced with Second Amended Scope of Work. Replacement exhibits are attached.
6. Exhibit B, First Amended Task and Expense Budgets, is replaced with Second Amended Task and Expense Budgets. Replacement exhibits are attached.
7. Exhibit C, First Amended General Guidelines for Development of the 2026 Regional Water Plans, will be revised and placed on the TWDB website and denoted as Second Amended General Guidelines for Development of the 2026 Regional Water Plans.

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

Second Amended Scope of Work

2026 Regional Water Plans

September 2023

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¹ Requirements for each task are further explained in the *Second 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 *Second 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 *Second 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 *Second 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 *Second 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 *Second 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 *Second 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 *Second 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 *Second 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 September 2023, 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 WWP'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 WWPs 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 WWPs 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 2.12.1 of the *Second 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.
11. Identify those potentially feasible WMSs, if any, included on the list above that, in addition to providing water supply, could potentially provide non-trivial flood mitigation¹⁰ benefits or that might be the best potential candidates for exploring ways that they might be combined with flood mitigation features to leverage planning efforts to achieve potential cost savings or other combined water supply and flood mitigation benefits. The work

¹⁰ The implementation of actions, including both structural and non-structural solutions, to reduce flood risk to protect against the loss of life and property (31 TAC §361.10(k)).

required to identify these WMSs will be based entirely on a high-level, qualitative assessment and should not require modeling or other additional technical analyses.

12. Prepare a region-specific scope of work for potential WMS evaluations after identifying water needs and identifying potentially feasible WMS. The proposed scope of work must be developed in accordance with the guidelines and template included in Section 2.5.6 of *Second Amended General Guidelines for Development of the 2026 Regional Water Plans* and if approved by the RWPG and TWDB the region-specific scope of work will be incorporated into Task 5B.

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 tool¹¹).
 - 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. *Second Amended General Guidelines for Development of the 2026 Regional Water Plans Section 2.5.2.7* outlines the required WMS types that implementation status must be provided for and outlines the required minimum table contents depicting key milestones.
- 10. Coordinate with sponsoring WUGs, WWP, rural entities, 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]*

¹¹ See Section 2.5.2.12 under 'Financial Costs' in *Second Amended General Guidelines for Development of the 2026 Regional Water Plans*.

Scope of Work to be amended based on region-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.

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*.

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.

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

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.

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. *Second 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 WWP.
 - 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 and/or enhance existing outreach specifically to rural entities in the planning area to collect and evaluate information to support plan development, including keeping track of which rural entities were contacted by the RWPG/Consultant, which entities were not responsive to RWPG contact efforts, and including a summary of the region's rural outreach efforts in Chapter 10 of the IPP and final RWP. The TWDB will provide a list including entities that meet the rural political subdivision definition per Senate Bill 469, 88(R) and public water systems that fall within each municipal county-other WUG. Particular emphasis should be placed on outreach to those rural-serving public water systems that 1) have self-reported water use restrictions to TCEQ due to water supply issues during the current planning cycle; 2) have self-reported to TCEQ having less than 180 days of water supply remaining during the current planning cycle; 3) have not previously engaged in the regional planning process; and 4) have already been identified as facing significant near-term shortages under drought conditions in previous regional water plans.
5. 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.
6. 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 *Second Amended General Guidelines for Development of the 2026 Regional Water Plans*.
7. Develop and include an Executive Summary in both the IPP and final RWP, not to exceed 30 pages.
8. Make modifications to the RWP documents based on RWPG, public, and/or agency comments.
9. Prepare a RWP chapter summarizing Task 10 activities including review by the RWPG and modification of document as necessary.
10. Prepare and transmit correspondence, for example, directly related to public comments on RWP documents.
11. 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.
12. 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.

13. Assemble, compile, and produce 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.
14. 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

Second Amended Task and Expense Budgets

TASK BUDGET

CAS Item No.	SOW Task No.	Task Description	BUDGET	REVISED BUDGET	AMOUNT CHANGED
1	1	Planning Area Description	\$16,231.00	\$18,119.00	\$1,888.00
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	\$12,536.00	\$1,888.00
5	10	Public Participation and Plan Adoption	\$234,797.00	\$270,556.00	\$35,759.00
6	3	Water Supply Analysis	\$139,038.00	\$171,762.00	\$32,724.00
7	4A	Water Needs Analysis	\$23,124.00	\$28,567.00	\$5,443.00
8	4B	Identification of Infeasible Water Management Strategies in the previously adopted 2021 Regional Water Plan	\$22,152.00	\$27,366.00	\$5,214.00
9	4C	Technical Memorandum	\$25,674.00	\$31,716.00	\$6,042.00
10	5A	Identification of Potentially Feasible Water Management Strategies and Projects	\$20,853.00	\$30,481.00	\$9,628.00
11	5B	Evaluation and Recommendation of Water Management Strategies and Projects	\$386,239.00	\$481,863.00	\$95,624.00
12	5C	Conservation Recommendations	\$27,546.00	\$34,029.00	\$6,483.00
13	6	Impacts of the Regional Water Plan and Consistency with Protection of Resources	\$36,176.00	\$44,691.00	\$8,515.00
14	7	Drought Response Information, Activities, and Recommendations	\$66,894.00	\$82,638.00	\$15,744.00
15	9	Implementation and Comparison to the Previous Regional Water Plan	\$17,635.00	\$21,786.00	\$4,151.00
		Total	\$1,102,903.00	\$1,332,006.00	\$229,103.00

CONTRACTOR EXPENSE BUDGET

EXPENSE BUDGET CATEGORY	BUDGET	REVISED BUDGET	AMOUNT CHANGED
Contractor (Political Subdivision) Other Expenses ¹	\$21,000.00	\$21,000.00	\$0.00
Contractor (Political Subdivision) Salaries and Wages ²	\$5,000.00	\$5,000.00	\$0.00
Subcontract Services	\$1,076,903.00	\$1,306,006.00	\$229,103.00
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	\$1,102,903.00	\$1,332,006.00	\$229,103.00

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.

SIXTH CYCLE 2026 REGIONAL WATER PLANNING CONTRACTS – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

Please enter vendor contact info and other special instructions in the EXTERNAL_ROUTING.txt for each contract in the shared drive review directory.

REGION	PCS (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Lee)	Budget Officer (Erin Moczygemba)	Budget Director (Perry Ball)	Division Director (Temple McKinnon)	DEA (Matt Nelson)	Accounts Payable (Eldrisha Eubanks)	Accounting Manager (Letty Molina)
A: Panhandle Regional Plan Commission 2148302553		KS 10/10/2023	MF 10/9/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
B: Red River Authority 2148302554		KS 10/10/2023	KS 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
C: Trinity River Authority 2148302555		KS 10/10/2023	KS 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
D: Riverbend Water Resources District 2148302556	 10/18/2023	KS 10/10/2023	RE 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
E: Rio Grande Council of Governments 2148302557		KS 10/10/2023	HR 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
F: Colorado River Municipal Water District 2148302558		KS 10/10/2023	HR 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
G: Brazos River Authority 2148302559		KS 10/10/2023	LB 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
H: San Jacinto River Authority 2148302560		KS 10/10/2023	HR 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23

SIXTH CYCLE 2026 REGIONAL WATER PLANNING CONTRACTS – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

Please enter vendor contact info and other special instructions in the DocuSign External Routing.txt for each contract in the shared drive review directory.

REGION	PCS (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Lee)	Budget Officer (Erin Moczygemba)	Budget Director (Perry Ball)	Division Director (Temple McKinnon)	DEA (Matt Nelson)	Accounts Payable (Eldrisha Eubanks)	Accounting Manager (Letty Molina)
I: City of Nacogdoches 2148302561		KS 10/10/2023	LB 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
J: Upper Guadalupe River Authority 2148302562		KS 10/10/2023	LB 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
K: Lower Colorado River Authority 2148302563		KS 10/10/2023	LB 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
L: San Antonio River Authority 2148302564		KS 10/10/2023	MF 10/9/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
M: Lower Rio Grande Valley Development Council 2148302565		KS 10/10/2023	KS 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
N: Nueces River Authority 2148302566		KS 10/10/2023	MF 10/9/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
O: South Plains Association of Governments 2148302567		KS 10/10/2023	KS 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23
P: Lavaca- Navidad River Authority 2148302568		KS 10/10/2023	RE 10/6/2023	SL 10/17/23	EM 10/11/2023	pb 10/11/2023	[DOCUSIGN]	[DOCUSIGN]	EE 10/12/23	LM 10/13/23