

**NOTICE OF REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY**

**Monday, December 9, 2024, at 6:00 PM
850 Lakeside Pass, New Braunfels, TX 78130**

**This meeting is to be conducted at the Canyon Regional Offices located at
850 Lakeside Pass, New Braunfels, Texas**

This Notice is posted pursuant to the Texas Open Meeting Act (Chapter 551, Texas Government Code). The Board of Trustees of Canyon Regional Water Authority (CRWA) will hold a meeting in person at 6:00 P.M., Monday, December 9, 2024, in the Board Room. The public may observe this meeting in person. As authorized by Texas Gov. Code sections 551.127 and 551.131(e) and Section 3.04(b) of the CRWA Bylaws, Members of the Board of Trustees may attend the meeting remotely via video conference. Additional information can be obtained by calling: (830) 609-0543. The CRWA Board of Trustees may consider, discuss, and act on any of the matters identified below.

- Item 1 CALL TO ORDER**
- Item 2 BOARD ROLL CALL**
- Item 3 INVOCATION AND PLEDGE OF ALLEGIANCE**
- Item 4 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEES**
- Item 5 ANNOUNCEMENTS**

- A. The Board of Trustees of the Canyon Regional Water Authority may, during the meeting, close the meeting and hold an executive session pursuant to and in accordance with Chapter 551 of the Texas Government Code (i.e., "Texas Open Meetings Act"). The Board of Trustees may, at any time during the meeting, close the meeting and hold an executive session for consultation with its attorney(s) concerning any of the matters to be considered during the meeting pursuant to Chapter 551 of the Texas Government Code.

Item 6 PUBLIC COMMENTS

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

Members of the public wishing to make a public comment during the meeting must register (a) on the sign-in sheet at the meeting site prior to the meeting; and/or (b) by emailing hdiaz@crwa.com prior to the meeting. Written comments may also be submitted. If you wish to speak, please state your name.

Item 7 CONSENT ITEMS

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

- A. CRWA 24-12-001 Concerning Approval of Minutes (CRWA Staff)
Adopt Resolution 24-12-001 approval of minutes for November 12, 2024, Board of Trustees meeting.
- B. CRWA 24-12-002 Concerning Approval of Financial and Check Registers Reports (CRWA Staff)
Adopt Resolution 24-12-002 approval of October 2024 Financial Report and Check Register Report until audited.

Item 8 REPORTS

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

- A. Drought Report ~ Staff
- B. Water Treatment, Storage, and Transmission Operations ~ Staff
 - o Lake Dunlap WTP:
 - Production
 - Status of facility upgrades
 - Status of the Alliance Regional Water Authority (ARWA) Interconnect
 - o Hays Caldwell WTP:
 - Production

- Pilot Study RFQ
- Phase 1 Improvements
- Phase 2 Improvements
- Hays Caldwell Phase 1 Pipeline
- Wells Ranch WTP:
 - Production
- C. Wells Ranch III Project ~ *Staff*
- D. South Texas Regional Water Planning Group – Region L ~ *Staff*
- E. Groundwater Management Area (GMA) 13 ~ *Staff*
- F. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
- G. Personnel Matters ~ *Staff*
- H. Legal and legislative matters ~ *Legal Counsel and Staff*

Item 9 **CRWA COMMITTEE AND BOARD OF MANAGERS REPORTS**

- A. Budget Committee: ~ *Committee Chairperson*
- B. Construction Committee: ~ *Committee Chairperson*
- C. Board of Managers ~ *Chairperson*

Item 10 **GENERAL BUSINESS**

- A. Discuss, consider, and take possible action on Resolution 24-12-003 declaring MGB Construction, Inc. as the Successful Bidder for the “Wells Ranch Well Nos. 2 & 14 Upgrade Project” and authorizing the General Manager to issue a Notice of Award and execute an Agreement for such work at a price not to exceed \$1,399,732.00.
- B. Discuss, consider and take possible action concerning a proposed CRWA Vehicle policy and proposed related revisions to the Employee Handbook.

Item 11 **EXECUTIVE SESSION**

The Board of Trustees may/shall meet in an executive session to discuss the following items, if any, pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, Sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code. All formal action will occur in open session.

Item 12 **RETURN TO OPEN MEETING**

The Board of Trustees may consider, deliberate, and act on the items discussed in Executive Session, if any.

Item 13 **FUTURE BOARD MEMBER AGENDA ITEMS**

- A. The next Board of Trustees meeting will be held on Monday, January 13, 2025.

Item 14 **Adjourn the meeting**

GREEN VALLEY SUD RESOLUTION 2024-11B
RESOLUTION OF THE BOARD OF DIRECTORS OF

Green Valley Special Utility District

APPOINTING TO CANYON REGIONAL WATER AUTHORITY
ONE MEMBER TO THE BOARD OF TRUSTEES TO FILL THE ONE-YEAR TERM OF
OFFICE.

ADOPTED 21 Nov 2024.

RESOLVED, that the Governing Body of the **Green Valley Special Utility District** has appointed Shari McDaniel to serve as its representative to the Board of Managers of Canyon Regional Water Authority to fill the two-year term of office as of the effective date of this Resolution.


RESOLVED, FURTHER, that the above-named representative is authorized to represent, and act on behalf of and in the best interest of the above-named entity in the process of maintaining and conduction of business of the Canyon Regional Water Authority, and to cast its vote on all issues related to the Canyon Regional Water Authority.

* * * * *

CERTIFICATE OF SECRETARY

I, James P Hendree do hereby certify that I am the Secretary of the above named entity and that the above and foregoing is a true, full and correct copy of a resolution duly adopted by the Board of Directors of the above named entity at its meeting held on 21 Nov 2024, and entered into the Minutes of the above named entity, that the meeting was duly and regularly held in accordance with the Bylaws of and or laws governing the above named entity; and that such resolution has not been rescinded or modified.

To certify which, witness my hand and seal of said above named entity this day 21 Nov 2024


Secretary

SEAL

SPRINGS HILL SPECIAL UTILITY DISTRICT

**RESOLUTION APPOINTING ONE MEMBER TO THE BOARD OF TRUSTEES OF
CANYON REGIONAL WATER AUTHORITY FOR A TWO-YEAR TERM OF OFFICE**

THE STATE OF TEXAS §
§
THE COUNTIES OF GUADALUPE AND WILSON §

WHEREAS, that the Board of Directors of Springs Hill Special Utility District has previously appointed Clint Ellis to serve as its representative on the Board of Trustees of Canyon Regional Water Authority;

WHEREAS, Clint Ellis has resigned from serving as Springs Hill Special Utility District’s representative on the Board of Trustees of Canyon Regional Water Authority;

WHEREAS, that the Board of Directors of Springs Hill Special Utility District desires to appoint a new representative on the Board of Trustees of Canyon Regional Water Authority; and

WHEREAS, Keith Steffen has indicated that he is willing to serve on the Board of Trustees of Canyon Regional Water Authority on behalf of Springs Hill Special Utility District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SPRINGS HILL SPECIAL UTILITY DISTRICT THAT:

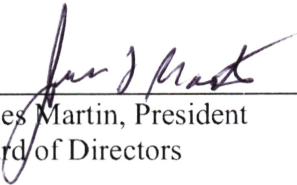
Section 1: The Board of Directors of Springs Hill Special Utility District appoints Keith Steffen to serve as its representative to the Board of Trustees of Canyon Regional Water Authority for the remainder of the two-year term of office that expires May 2025, effective immediately.

Section 2: The Board of Directors memorializes that the above-named representative is authorized to represent, and act on behalf of, in the best interest of Springs Hill Special Utility District in the process of maintaining and conducting of business of the Canyon Regional Water Authority, and to cast its vote on all issues related to the Canyon Regional Water Authority.

Section 3: This Resolution shall be effective immediately.

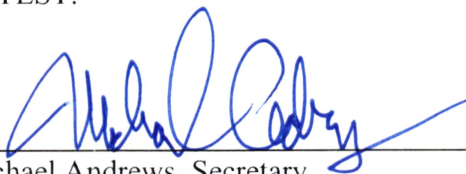
APPROVED AND ADOPTED on the 25th day of November 2024.

**SPRINGS HILL SPECIAL UTILITY
DISTRICT**



James Martin, President
Board of Directors

ATTEST:



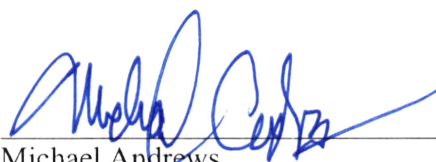
Michael Andrews, Secretary
Board of Directors

[DISTRICT SEAL]

CERTIFICATE OF SECRETARY

I, Michael Andrews, do hereby certify that I am the Secretary of the above named entity and that the above and foregoing is a true, full and correct copy of a resolution duly adopted by the Board of Directors of the above named entity at its meeting held on November 25, 2024, and entered into the Minutes of the above named entity, that the meeting was duly and specially held in accordance with the laws governing the above named entity, and that such resolution has not been rescinded or modified.

To certify which, witness my hand this 25th day of November 2024.



Michael Andrews
Secretary, Board of Directors
Springs Hill Special Utility District

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
12/09/2024	CONSENT AGENDA ITEM BOARD OF TRUSTEES MEETING MINUTES OF NOVEMBER 12, 2024	CRWA 24-12-001

INITIATED BY KERRY AVERYT / HANNA DIAZ

STAFF RECOMMENDATION

Approve the Minutes of the Regular Board Meeting of the Board of Trustees held on November 12, 2024, as amended, or not amended.

BACKGROUND INFORMATION

The minutes of the meeting are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-12-001

BE IT RESOLVED that the Minutes of the Regular Meeting of the Board of Trustees held on November 12, 2024, as amended, or not amended, are approved.

Adopted this 9th day of December 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Ted Gibbs
Secretary

**MINUTES
REGULAR BOARD MEETING
CANYON REGIONAL WATER AUTHORITY
BOARD OF TRUSTEES**

Regular meeting:

The Canyon Regional Water Authority (CRWA) Board of Trustees met for a regular meeting in person on Tuesday, November 12, 2024, at 6:00 p.m.

The following individuals attended the meeting:

Board of Trustees:		CRWA Staff:		Board of Managers and Others:	
Timothy Fousse	Nicholas Sherman	David McMullen	Adam Telfer	Trey Wilson	Keith Steffen
Ted Gibbs	Steve Cooper	Fran Powers	Hanna Diaz	Daniel Smith	Brud Brown
Martin Poore	Doris Steubing	Kerry Averyt	Joan Wilkinson	Ruben Barrera	Phil Gage
Robert Snipes	Mabel Vaughn	Austin Shirk		Mike Saldana	Marissa Vagara
Regina Franke	Mike Andrews	Deborah Kirkland			
Humberto Ramos	Tracy Scheel (online)				
James Forsell	Al Suarez (online)				
Randy Schwenn	Brandon Rohan				

Item 1 CALL TO ORDER

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

Item 2 BOARD ROLL CALL

» There were 15 board members present at the time of roll call. Tracy Scheel joined the meeting online at approximately 7:14 during the legal and legislative matters update.

Item 3 INVOCATION AND PLEDGE OF ALLEGIANCE

Item 4 OATH AND STATEMENT OF OFFICE OF NEW TRUSTEE

» Randy Schwenn took the Oath of Office prior to the start of the meeting.

Item 5 EMPLOYEE RECOGNITION

» CRWA recognized members of staff that have been a part of Canyon Regional Water Authority for 5+ years.

Item 6 ANNOUNCEMENTS

The Board of Trustees of the Canyon Regional Water Authority may, during the meeting, close the meeting and hold an executive session pursuant to and in accordance with Chapter 551 of the Texas Government Code (i.e., "Texas Open Meetings Act"). The Board of Trustees may, at any time during the meeting, close the meeting and hold an executive session for consultation with its attorney(s) concerning any of the matters to be considered during the meeting pursuant to Chapter 551 of the Texas Government Code.

A. Appoint members to the Contract Review and Strategic Planning committee.

» President Timothy Fousse appointed himself, Brandon Rohan, Martin Poore, and Regina Franke to the committee.

Item 7 PUBLIC COMMENTS

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

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

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

Item 8 CONSENT ITEMS

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

A. CRWA 24-11-001

- Adopt Resolution 24-11-001 approval of Board of Trustees meeting minutes of October 7, 2024.
- B. CRWA 24-11-002
 Adopt Resolution 24-10-002 approval of September 2024 Financial Report and Check Register Report until audited.
- » Humberto Ramos made a motion to pull the meeting minutes. Doris Steubing seconded the motion.
 - » Steve Cooper made a motion to approve consent agenda item 8B. Regina Franke seconded the motion. President Fousse called for a vote. The motion passed with 15 ayes.
 - » Humberto Ramos wants clarification on his 2 requests from item 12 on the minutes. He would like an understanding of how they will be addressed in this current meeting. Mr. Kerry Averyt gave him an update on the items he is requesting.
 - » Humberto made a motion to approve consent agenda item 8A. Mike Andrews seconded the motion. President Fousse called for a vote. The motion passed with 14 ayes and 1 abstained.

Item 9 **REPORTS**

- A. Drought Report ~ *Staff*
- B. Water Treatment, Storage, and Transmission Operations ~ *Staff*
 - o Lake Dunlap WTP:
 - Production
 - Status of facility upgrades
 - Status of ARWA Interconnect
 - o Hays Caldwell WTP:
 - Production
 - Pilot Study RFQ
 - Phase 1 Improvements
 - Phase 2 Improvements
 - Hays Caldwell Phase 1 Pipeline
 - o Wells Ranch WTP:
 - Production
- C. Wells Ranch III Project ~ *Staff*
- D. South Texas Regional Water Planning Group – Region L ~ *Staff*
- E. GMA 13 ~ *Staff*
- F. Groundwater Districts of Guadalupe and Gonzales Counties ~ *Staff*
- G. Legal and legislative matters ~ *Legal Counsel and Staff*
 - » **Drought Reports:** Adam Telfer gave an update on the drought report. The upper Guadalupe and San Antonio basins are in extreme drought. Canyon Lake is at 52% full and continues to drop, if it drops 2 more feet, stage 4 drought will be triggered, and a curtailment plan will be in place. In the last month, only .40 inches of rain was received in Kerr County.
 - » Kerry Averyt gave an update on water usage and production from all three plants. At Hays Caldwell WTP and Lake Dunlap WTP, usage is below trend from 2023 and is below trend to use the entire amount of raw water. At the Wells Ranch WTP, usage is above 2023 but is trending below the full raw water usage.
 - » **Lake Dunlap WTP:** The 90% design documents were submitted for the Strainer Improvements, and CRWA responded with their comments. Garver will be submitting the documents to TCEQ within the next few days for review, and advertising for bids in December. Mr. Averyt is planning to be able to come back to the Board in January to seek approval for contracting. Once this is out for bid, Garver will be working more heavily on the Membrane Improvements. The construction of the pipeline has been completed; the chlorine residual is not high enough right now. Freese & Nichols and Alliance are working on a design to take the pipeline connection to the tank at Lake Dunlap WTP.
 - » **Hays Caldwell WTP:** Mr. Averyt is hoping to have a final selection for the Pilot Study this week. Since there were 4 submittals all with different manufacturers, Mr. Averyt asked what people thought about doing a pilot study with all 4 instead of just 3. There is a wide range of costs associated with the proposals. Mr. Averyt stated that the possibility of a cost cap has been discussed. This item was not budgeted for, so cost is a concern. Ardurra cannot begin designing the project until a manufacturer is selected, so design will not be able to begin until summer of 2025 with completion in July 2027. The stainless-steel piping for the Phase 1 Improvements is being delayed by the manufacturer causing the start date to be moved to December 9th. Ardurra is developing the final design documents for the Phase 2 Improvements, with a bid opening scheduled for January. The duration of advertising for bids will be extended due to the holidays. All the rights of entry have been obtained for the Hays Caldwell Pipeline and the surveys for easements are ongoing.
 - » **Wells Ranch WTP:** The 60% design for the emergency generators will be submitted this week. The design completion has been moved from June to April 2025. There is a possibility to phase the project and prepurchase materials to get the project timeline sped up. As of right now, completion is set for 2027.

- » **Wells Ranch III Project:** The draft report for the Water Supply Study is due in December. The Well No.2 and No. 14 upgrades were opened on November 4th, MGB Construction was the lowest bidder with a bid amount under \$1.4 million.
- » **Region L:** There was a meeting last week to review water management strategies. The next meeting will be in January 2025.
- » **GMA 13:** There has been no meeting since the last Board of Trustee’s meeting. They are still working to finalize the Groundwater Model. The next meeting is March 7, 2025.
- » **Groundwater Districts of Guadalupe and Gonzales Counties:** The Gonzales Underground Water District has their monthly meeting tonight, November 12. There will also be a public meeting to hear other comments on the draft management plan. The Guadalupe County Conservation is having their 25-year anniversary celebration on November 14. The next regular meeting is on December 12.
- » **Legal and Legislative Matters:** There is no report from General Counsel, Ruben Barrera. Trey Wilson gave a notice of a demand/threat of litigation letter from a subcontractor of Ram 2 Utilities on the IH-10 project, Texas Auger. The claim is for approximately \$130,000 that they claim they never received. There was no signed contract between Ram 2 and Texas Auger. There is no contractual privity for CRWA. The Trihydro lawsuit was filed in February 2024, and a jury trial date is set for May 5, 2025. Trihydro has now involved Shannon Monk in the litigation, who was the contractor on the project. Shannon Monk has pulled in the subcontractor, GM Electric. Activity on the litigation has slowed down due to responses being sent out on the last day. The trial will more than likely be pushed back to a later date. The Interlocal Agreement has not been fully executed. CRWA requested clarification on a few conditions sent by County Line SUD. CRWA has still not received clarification from County Line SUD’s attorney.

Item 10 CRWA COMMITTEE REPORTS

Budget Committee: ~ *Committee Chairwoman*

Construction Committee: ~ *Committee Chairman*

Board of Managers: ~ *Chairman*

- » **Budget Committee:** There is no update.
- » **Construction Committee:** Brandon Rohan gave an update from the Construction Committee. On the IH-10 Relocation Project, the contractor hired a new boring subcontractor for the Zuehl Road portion of this project. The Santa Clara portion is complete. The FM 1518 project is awaiting vegetation and restoration. The IH-10 Channel D Conflict is about 500 ft. of a 30” transmission main. More than likely, there will be an amendment to the existing agreement with TXDOT. This project is budgeted for. The Strainer Project at the Lake Dunlap WTP is still on track for May. Ardurra will be issuing the 60% submittals for the Wells Ranch Generators by the end of the year. The anticipated timeline has the generators functional by the end of 2026. The Hays Caldwell Phase 1 Improvements construction will start back up on November 26. The Phase 2 Improvements will move forward primarily with ozone related components.
- » **Board of Managers:** There is no update. Mr. Averyt provided a staffing update.

Item 11 GENERAL BUSINESS

- A. Discuss, consider, and take possible action on Resolution 24-11-003 concerning award of a construction services contract to MGB Construction for the Wells Ranch Well Nos. 2 & 14 Upgrade Project and authorizing the General Manager to negotiate terms of the contract providing the terms, scope and cost for such work.
 - » Mr. Averyt stated that the bid was advertised, and three bids were received. MGB was the lowest bidder, and after reviewing the bid tab and the contractor’s qualifications, the consultant recommended the award of the bid to MGB. CRWA Staff are recommending the approval of the award of contract.
 - » Vice President Rohan noted the resolution does not match the agenda item. The resolution needs to be changed to match the agenda item. Regina Franke requested the bid tabs to be included. Copies of the bid tab were made and passed around for review before action was taken on the item. There was discussion about whether to move forward with the item or hold off until the December meeting.
 - » Marissa Vagara with STV gave a run through of their process of selecting MGB as their recommendation.
 - » Nicholas Sherman made a motion to approve Resolution 24-11-003 using the language that is in the agenda. Mike Andrews seconded the motion.
 - » President Fousse called for a vote. Tracy Scheel was unable to vote due to camera failure. The motion passed with 14 ayes and 1 nay.
- B. Discuss, consider, and take possible action on possible project funding opportunities.
 - » Mr. Averyt gave an update on the Texas Water Development Board’s (TWDB) State Revolving Fund. CRWA had two projects up for consideration of this funding that were approved. The approval was on the project information forms. One was for the Hays Caldwell WTP Improvements for the total amount of \$43.6 million, and the Hays Caldwell Pipeline for almost \$19.4 million. CRWA will now receive an invitation from the TWDB to apply for funding. There is question why the Water Treatment Plant Improvements was such a high

amount. This amount does include a local share amount, and Mr. Averyt will be contacting Ardurra for more information regarding the requested amount. Mr. Averyt is seeking advice on how the Trustees are wanting to proceed regarding applying for the fund. There was discussion on City of San Marcos' position regarding going for funding.

C. Discuss, consider and take possible action concerning the issuance of a Request for Qualifications for a legislative affairs consultant.

- » At the last meeting this was a requested future agenda item. Mr. Averyt has not had an opportunity to speak with Mr. Chuck Bailey, CRWA's current lobbyist. Mr. Averyt is seeking direction from the Trustees on if CRWA should post an RFQ for a legislative affairs consultant.
- » Martin Poore made a motion to issue an RFQ for a legislative affairs consultant. Regina Franke seconded the motion. President Fousse called for a vote. The motion passed with 15 ayes.

- » Mr. Ruben Barrera would like to have the motion on item 11A be retracted and substituted with a motion that states the approval of Resolution 24-11-003. The motion would be, "move to approve Resolution 24-11-003 concerning award of a construction services contract to MGB Construction for the Wells Ranch Well No.2 and No. 14 Upgrade Project, authorizing the General Manager to negotiate terms of the contract providing the terms, scope, and cost of such work." The motion needs to be rescinded and substituted with what Mr. Barerra stated.
- » Nicholas Sherman made a motion to rescind the action taken on item 11A. Regina Franke seconded the motion. President Fousse called for a vote. The motion passed with 14 ayes and 1 nay.
- » Nicholas Sherman made a motion in reference to item 11A approving Resolution 24-11-003, concerning award of construction services contract to MGB Construction for Wells Ranch Wells No.2 and No. 14 Upgrade Project, and authorizing the General Manager to negotiate terms of the contract, providing terms, scope, and cost for such work. Ted Gibbs seconded the motion. President Fousse called for a vote. The motion passed with 14 ayes and 1 nay.

Item 12 EXECUTIVE SESSION

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

Item 13 RETURN TO OPEN MEETING

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

Item 14 FUTURE BOARD MEMBER AGENDA ITEMS

- » President Fousse thanked Mr. Steve Cooper for his time serving on the CRWA Board of Trustee's. This is Mr. Cooper's last meeting on the board.
- » The December meeting is scheduled for December 9th and will be canceled if it is not needed.

Item 15 Adjourn the meeting

- » Martin Poore made a motion to adjourn the meeting. President Fousse adjourned the meeting at approximately 8:30 PM.

Respectfully submitted

Ted Gibbs, Secretary

NOTICE: The Board of Trustees may meet in a closed session to discuss any item listed above pursuant to Chapter 551 of the Texas Government Code, including, where appropriate, sections 551.071, 551.072, 551.074, 551.076, 551.086, 551.089, and 418.183(f) of the Texas Government Code. All deliberations and formal action will occur in open session.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	AGENDA NUMBER
12/09/2024	FINANCIAL REPORT AND CHECK REGISTER REPORT	CRWA 24-12-002

INITIATED BY JOAN WILKINSON

STAFF RECOMMENDATION

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

BACKGROUND INFORMATION

The November 2024 Financial Report and Check Register Report are attached.

FINANCIAL IMPACT

None

MOTION

Motion to approve the following resolution.

CANYON REGIONAL WATER AUTHORITY

RESOLUTION No. 24-12-002

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

Adopted this 9th day of December 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Ted Gibbs
Secretary

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of October 31, 2024

	Oct 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1001 · First United Bank	
1006 · First United Checking #5207	4,657,265.16
1010 · First United Special #7162	2,140.15
1015 · Money Market #2160	1,518,340.44
1017 · HC SM Capacity Buy-In #6744	638,318.08
Total 1001 · First United Bank	6,816,063.83
1100 · First United Bank (Res)	
1105 · LD/MC Series 2016, #3017	2,056,297.35
1111 · HC Series 2017 #6074	208,478.83
1109 · HC Series 2021 #6663	371,447.82
1113 · HC Counties 2021 Ref #0636	88,790.09
1132 · Wells Ranch Series 2015, #6031	1,753,411.13
1133 · Wells Ranch Series 2016, #3009	1,561,609.43
1134 · Wells Ranch Series 2021 #0911	583,748.26
1140 · L/D Membrane Fund #5701	1,182,238.54
1140-01 · LD Membr-Nanostone Escrow #2545	34,343.03
1142 · H/C Membrane Fund #5693	556,480.88
1145 · Repair & Replacement Fund	5,373,348.92
Total 1100 · First United Bank (Res)	13,770,194.28
1120 · Logic	
1121 · Logic, General Funds	1,272,761.37
1127 · Wells Ranch, Construction #027	823.75
1158 · HC Construction	17,900,439.47
Total 1120 · Logic	19,174,024.59
1160 · BOKF, NA, Austin,WR Series 2015	131,874.96
1161 · BOKF, NA,Austin, HC Series 2017	4,362,690.19
Total Checking/Savings	44,254,847.85
Accounts Receivable	
1200 · Accounts Receivable	3,828,783.36
1205 · A/R, Alliance Water	
1205-01 · A/R, Alliance,Crystal Clear SUD	1,821,238.07
1205-02 · A/R, Alliance, Martindale WSC	19,588.05
1205-03 · A/R, Alliance, Green Valley SUD	1,134,207.53
Total 1205 · A/R, Alliance Water	2,975,033.65
Total Accounts Receivable	6,803,817.01
Total Current Assets	51,058,664.86
Fixed Assets	
1491 · Right of Use Asset	612,153.36
1400 · Capital Assets	
1404 · Administration Building	586,288.00
1406 · Capitalized Construction Intere	11,273,728.00
1410 · Equipment & Vehicles	525,763.75
1411 · Nanostone - Lake Dunlap	1,131,411.20
1416 · Hays Caldwell	6,437,579.37
1420 · Lake Dunlap Phase I	4,764,833.00
1422 · Mid-Cities Phase I	8,475,370.50
1424 · Office Equipment	82,004.66
1434 · Property Improvements	60,021.00
1436 · River Crossing	577,934.36
1441 · LD Ozone Project	3,677,549.16
1442 · Dunlap Water Treatment Plant	5,155,886.29
1443 · Dunlap Chemical Tanks	30,326.57
1444 · Hays Caldwel Phase 2	2,053,300.19

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of October 31, 2024

	Oct 31, 24
1445 · HC Chemical Tanks	5,293.13
1446 · Mid-Cities Phase 2	32,322,395.02
1447 · Hays Caldwell Expansion-2017	
1447-01 · HC Expansion, Capitalized Int	122,276.51
1447 · Hays Caldwell Expansion-2017 - Other	2,003,135.25
Total 1447 · Hays Caldwell Expansion-2017	2,125,411.76
1448 · H/C Membrane Replacement	1,056.62
1450 · Wells Ranch Project	
1450-01 · WellsRanch, Cap Interest	5,041,728.49
1450 · Wells Ranch Project - Other	40,885,863.75
Total 1450 · Wells Ranch Project	45,927,592.24
1451 · Wells Ranch Phase II-2011	
1451-01 · Capitalized Interest	1,872,118.97
1451 · Wells Ranch Phase II-2011 - Other	14,113,408.01
Total 1451 · Wells Ranch Phase II-2011	15,985,526.98
1452 · Wells Ranch Phase II-2015	
1452-01 · Capitalized Interest	1,930,053.69
1452 · Wells Ranch Phase II-2015 - Other	40,575,154.11
Total 1452 · Wells Ranch Phase II-2015	42,505,207.80
1453 · Wells Ranch III	
1453-01 · WR III, Phase I	110,956.67
1453 · Wells Ranch III - Other	537,065.17
Total 1453 · Wells Ranch III	648,021.84
1490 · Accumulated Depreciation	-51,869,945.19
Total 1400 · Capital Assets	132,482,556.25
Total Fixed Assets	133,094,709.61
Other Assets	
1805 · Deferred Outflow-Pension	276,952.66
1670 · Land	
1672 · Johnson Abstract #47	163,243.95
1673 · Hays Caldwell Project	
1673-01 · Carlisle - 2.009 Acres	549,930.44
1673-02 · Land Acquisition Consultant HC	5,698.00
Total 1673 · Hays Caldwell Project	555,628.44
1674 · Randolph Foster 10 Acres	290,837.56
1675 · Wells Ranch Project	62,061.82
1676 · Land & Land Rights	1,276,634.70
Total 1670 · Land	2,348,406.47
1703 · Water Rights	3,439,604.49
1800 · Deferred Loss on Debt Refunding	111,397.00
Total Other Assets	6,176,360.62
TOTAL ASSETS	190,329,735.09
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	668,052.35
Total Accounts Payable	668,052.35

CANYON REGIONAL WATER AUTHORITY

Balance Sheet

As of October 31, 2024

	<u>Oct 31, 24</u>
Other Current Liabilities	
2300 · Net Pension Liability	242,430.00
2451 · Current Portion of Capital Leas	462,805.24
2002 · A/P, Misc.	-240.00
2050 · Accrued Interest Payable	746,121.09
2165 · TCDRS Retirement Payable	28,684.87
Total Other Current Liabilities	<u>1,479,801.20</u>
Total Current Liabilities	2,147,853.55
Long Term Liabilities	
2200 · Deferred Revenue - San Marcos	4,811,128.00
2450 · Long Term Capital Lease	159,471.36
2400 · Bonds Payable	
2408 · LD/MC Tax-Exempt Series 2016	13,685,000.00
2430 · Hays Caldwell Series 2017	3,815,000.00
2431 · Hays Caldwell TE Series 2021	11,340,000.00
2432 · Hays Caldwell Series 2021 Ref	1,840,000.00
2443 · Wells Ranch Series 2015	30,755,000.00
2446 · Wells Ranch Series 2016	19,425,000.00
2447 · Wells Ranch Series 2021	11,900,000.00
Total 2400 · Bonds Payable	<u>92,760,000.00</u>
2490 · Unamortized Premiums	5,073,612.00
Total Long Term Liabilities	<u>102,804,211.36</u>
Total Liabilities	104,952,064.91
Equity	
3810 · Restricted for Membranes	1,765,717.00
3820 · Restricted for Debt Service	4,966,441.00
3950 · Retained Earnings	25,805,679.13
3975 · Inv in Cap Asset, net of debt	50,192,310.93
Net Income	2,647,522.12
Total Equity	<u>85,377,670.18</u>
TOTAL LIABILITIES & EQUITY	<u><u>190,329,735.09</u></u>

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

	October 2024	October 2024	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
Income					
4000 · Revenues					
4002 · Debt Payments	975,904.20	975,904.20	11,711,319.10	-10,735,414.90	8.33%
4003 · Raw Water	584,828.88	584,828.88	7,018,227.21	-6,433,398.33	8.33%
4004 · Water-New Berlin	24,626.00	24,626.00	57,023.93	-32,397.93	43.19%
4009 · Membrane Replacement Fund	49,031.42	49,031.42	588,400.54	-539,369.12	8.33%
4010 · Line Use & Delivery Contracts	11,902.44	11,902.44	265,361.99	-253,459.55	4.49%
4011 · Line Use New Berlin	1,429.94	1,429.94	17,160.00	-15,730.06	8.33%
4012 · Raw Water Delivery Fees	41,442.93	41,442.93	629,765.06	-588,322.13	6.58%
4017 · Water Sales	678,574.83	678,574.83	7,239,839.43	-6,561,264.60	9.37%
4018 · Plant Operations	443,743.69	443,743.69	5,325,137.32	-4,881,393.63	8.33%
4020 · Repair & Replacement Funds	509,186.69	509,186.69	6,110,485.00	-5,601,298.31	8.33%
4022 · CRWA Administrative	258,225.88	258,225.88	3,098,834.54	-2,840,608.66	8.33%
4023 · Alliance Water	554,971.50	554,971.50	6,659,924.35	-6,104,952.85	8.33%
4024 · Interest Income General	43,419.72	43,419.72	0.00	43,419.72	100.0%
4026 · Interest Income Bond Accounts	24,269.12	24,269.12	0.00	24,269.12	100.0%
4028 · Interest Construction Accounts	92,659.70	92,659.70	0.00	92,659.70	100.0%
4030 · Other Income	1,503.81	1,503.81	0.00	1,503.81	100.0%
Total 4000 · Revenues	4,295,720.75	4,295,720.75	48,721,478.47	-44,425,757.72	8.82%
Expense					
5000 · Bond Repayments					
5005 · Bond Payments	1,014,540.37	1,014,540.37	11,711,319.10	-10,696,778.73	8.66%
Total 5000 · Bond Repayments	1,014,540.37	1,014,540.37	11,711,319.10	-10,696,778.73	8.66%
5500 · Water Purchases					
5501 · Raw Water Purchases	199,249.33	199,249.33	7,018,227.21	-6,818,977.88	2.84%
5502 · Water Purchases, New Berlin	24,626.00	24,626.00	57,023.93	-32,397.93	43.19%
Total 5500 · Water Purchases	223,875.33	223,875.33	7,075,251.14	-6,851,375.81	3.16%
5600 · Membrane Funds	40,284.00	40,284.00	588,400.54	-548,116.54	6.85%
5700 · Repair & Replacement Funds	15,040.50	15,040.50	6,110,485.00	-6,095,444.50	0.25%
6000 · Line Use & Delivery Costs					
6005 · Line Use Contract Maxwell	0.00	0.00	126,514.91	-126,514.91	0.0%
6008 · Line Use Contract New Berlin	0.00	0.00	17,160.00	-17,160.00	0.0%
6010 · Line Contract GBRA	11,151.27	11,151.27	138,847.08	-127,695.81	8.03%
6011 · GBRA Raw Water Delivery Fees	36,442.35	36,442.35	629,765.06	-593,322.71	5.79%
Total 6000 · Line Use & Delivery Costs	47,593.62	47,593.62	912,287.05	-864,693.43	5.22%

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

	October 2024	October 2024	October 2024	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
7000 - Plant Expenses-Variable Costs						
7005 - Plant Utilities	236,067.60	236,067.60		3,377,670.08	-3,141,602.48	6.99%
7010 - Chemicals	286,046.82	286,046.82		3,868,169.35	-3,582,122.53	7.4%
Total 7000 - Plant Expenses-Variable Costs	522,114.42	522,114.42		7,245,839.43	-6,723,725.01	7.21%
7100 - Operating Expenses						
7110 - Mechanical Operations						
7110-01 - Supplies	768.26	768.26		10,000.00	-9,231.74	7.68%
7110-02 - Vehicle Operations	361.72	361.72		56,000.00	-55,638.28	0.65%
Total 7110 - Mechanical Operations	1,129.98	1,129.98		66,000.00	-64,870.02	1.71%
7115 - Plant Maintenance & Supplies	71,480.92	71,480.92		1,513,000.00	-1,441,519.08	4.72%
7116 - Generator Maintenance	667.21	667.21		71,850.00	-71,182.79	0.93%
7117 - Equipment rental	3,886.09	3,886.09		53,600.00	-49,713.91	7.25%
7120 - SCADA	521.50	521.50		185,000.00	-184,478.50	0.28%
7122 - Vehicle Operations	1,125.98	1,125.98		55,000.00	-53,874.02	2.05%
7125 - Grounds Maintenance	10,578.14	10,578.14		143,900.00	-133,321.86	7.35%
7131 - Permits and Fees	4,840.77	4,840.77		27,550.00	-22,709.23	17.57%
7135 - Lab Supplies & Testing Fees	8,108.93	8,108.93		169,000.00	-160,891.07	4.8%
7140 - Insurance	136,416.98	136,416.98		160,826.75	-24,409.77	84.82%
7150 - Meals & Functions	81.97	81.97		48,500.00	-48,418.03	0.17%
7155 - Memberships & Dues	0.00	0.00		6,550.00	-6,550.00	0.0%
7160 - Mileage	2,489.05	2,489.05		34,000.00	-31,510.95	7.32%
7162 - Office Supplies and Expense	480.63	480.63		50,000.00	-49,519.37	0.96%
7165 - Training	19.50	19.50		9,500.00	-9,480.50	0.21%
7170 - Clothing	6,000.00	6,000.00		11,500.00	-5,500.00	52.17%
7175 - Telephones	454.94	454.94		6,500.00	-6,045.06	7.0%
7180 - Mobile Telephones	1,146.65	1,146.65		16,400.00	-15,253.35	6.99%
7190 - Network Expenses	0.00	0.00		10,000.00	-10,000.00	0.0%
7191 - Internet Domain	480.46	480.46		5,000.00	-4,519.54	9.61%
7195 - Contract Labor	0.00	0.00		4,000.00	-4,000.00	0.0%
7192 - Security and Backup System	528.91	528.91		7,500.00	-6,971.09	7.05%
7196 - GW Transport/Pumping Fees	85,966.47	85,966.47		325,000.00	-239,033.53	26.45%
7199 - Office Building Expansion	0.00	0.00		100,000.00	-100,000.00	0.0%
Total 7100 - Operating Expenses	336,405.08	336,405.08		3,080,176.75	-2,743,771.67	336.41%
7500 - Payroll Expenses						
7505 - Annual Pay	129,562.13	129,562.13		2,370,040.68	-2,240,478.55	5.47%
7510 - Overtime	12,494.45	12,494.45		155,773.10	-143,278.65	8.02%
7530 - On Call	300.00	300.00		15,599.99	-15,299.99	1.92%
Total 7500 - Payroll Expenses	142,356.58	142,356.58		2,541,413.77	-2,399,057.19	5.6%

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

	October 2024	October 2024 October 2024	Annual Budget	\$ Over/(Under) Annual Budget	% of Annual Budget
7600 · Employee Benefits					
7605 · Payroll Taxes	10,428.73	10,428.73	214,478.42	-204,049.69	4.86%
7610 · Insurance	20,730.47	20,730.47	625,756.72	-605,026.25	3.31%
7615 · Retirement	18,477.87	18,477.87	331,146.20	-312,668.33	5.58%
Total 7600 · Employee Benefits	49,637.07	49,637.07	1,171,381.34	-1,121,744.27	4.24%
7800 · Professional Fees					
7801 · SEC Disclosure	0.00	0.00	2,500.00	-2,500.00	0.0%
7802 · Bank Service Fees	0.00	0.00	2,000.00	-2,000.00	0.0%
7803 · 401(k) Plan Fees	0.00	0.00	2,500.00	-2,500.00	0.0%
7806 · Bond Fees	0.00	0.00	3,000.00	-3,000.00	0.0%
7805 · Legal Fees	18,050.00	18,050.00	1,100,000.00	-1,081,950.00	1.64%
7810 · Engineering	4,135.00	4,135.00	500,000.00	-495,865.00	0.83%
7820 · Accounting & Audit	0.00	0.00	15,000.00	-15,000.00	0.0%
Total 7800 · Professional Fees	22,185.00	22,185.00	1,625,000.00	-1,602,815.00	1.37%
7823 · Alliance Water	0.00	0.00	6,659,924.35	-6,659,924.35	0.0%
Total Expense	2,414,031.97	2,414,031.97	48,721,478.47	-46,307,446.50	4.96%
Net Ordinary Income	1,881,688.78	1,881,688.78	0.00	1,881,688.78	100.0%
Other Income/Expense					
Other Income					
8000 · Bond Payment Principal	765,833.34	765,833.34	0.00	0.00	100.0%
Net Other Income/Expense	765,833.34	765,833.34	0.00	765,833.34	100.0%
Net Income	2,647,522.12	2,647,522.12	0.00	2,647,522.12	100.0%

**CANYON REGIONAL WATER AUTHORITY
Profit & Loss Prev Year Comparison**

October 2024

	Oct 24	Oct 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · Revenues				
4002 · Debt Payments	975,904.20	1,033,683.01	-57,778.81	-5.6%
4003 · Raw Water	584,828.88	560,938.58	23,890.30	4.3%
4004 · Water-New Berlin	24,626.00	14,581.00	10,045.00	68.9%
4009 · Membrane Replacement Fund	49,031.42	45,153.81	3,877.61	8.6%
4010 · Line Use & Delivery Contracts	11,902.44	11,902.44	0.00	0.0%
4011 · Line Use New Berlin	1,429.94	1,429.94	0.00	0.0%
4012 · Raw Water Delivery Fees	41,442.93	35,353.71	6,089.22	17.2%
4017 · Water Sales	678,574.83	638,531.55	40,043.28	6.3%
4018 · Plant Operations	443,743.69	342,118.89	101,624.80	29.7%
4020 · Repair & Replacement Funds	509,186.69	149,552.45	359,634.24	240.5%
4022 · CRWA Administrative	258,225.88	200,656.67	57,569.21	28.7%
4023 · Alliance Water	554,971.50	522,903.66	32,067.84	6.1%
4024 · Interest Income General	43,419.72	34,671.55	8,748.17	25.2%
4026 · Interest Income Bond Accounts	24,659.12	20,475.72	3,793.40	18.5%
4028 · Interest Construction Accounts	92,659.70	96,771.20	-4,111.50	-4.3%
4030 · Other Income	1,503.81	1,257.41	246.40	19.6%
Total 4000 · Revenues	<u>4,295,720.75</u>	<u>3,709,981.59</u>	<u>585,739.16</u>	<u>15.8%</u>
Total Income	<u>4,295,720.75</u>	<u>3,709,981.59</u>	<u>585,739.16</u>	<u>15.8%</u>
Gross Profit	4,295,720.75	3,709,981.59	585,739.16	15.8%
Expense				
5000 · Bond Repayments				
5005 · Bond Payments	1,014,540.37	1,055,989.69	-41,449.32	-3.9%
Total 5000 · Bond Repayments	<u>1,014,540.37</u>	<u>1,055,989.69</u>	<u>-41,449.32</u>	<u>-3.9%</u>
5500 · Water Purchases				
5501 · Raw Water Purchases	199,249.33	211,302.58	-12,053.25	-5.7%
5502 · Water Purchases, New Berlin	24,626.00	14,581.00	10,045.00	68.9%
Total 5500 · Water Purchases	<u>223,875.33</u>	<u>225,883.58</u>	<u>-2,008.25</u>	<u>-0.9%</u>
5600 · Membrane Funds	40,284.00	40,284.00	0.00	0.0%
5700 · Repair & Replacement Funds	15,040.50	36,823.09	-21,782.59	-59.2%
6000 · Line Use & Delivery Costs				
6010 · Line Contract GBRA	11,151.27	11,570.59	-419.32	-3.6%
6011 · GBRA Raw Water Delivery Fees	36,442.35	33,275.38	3,166.97	9.5%
Total 6000 · Line Use & Delivery Costs	<u>47,593.62</u>	<u>44,845.97</u>	<u>2,747.65</u>	<u>6.1%</u>
7000 · Plant Expenses-Variable Costs				
7005 · Plant Utilities	236,067.60	240,330.99	-4,263.39	-1.8%
7010 · Chemicals	286,046.82	327,759.79	-41,712.97	-12.7%
Total 7000 · Plant Expenses-Variable Costs	<u>522,114.42</u>	<u>568,090.78</u>	<u>-45,976.36</u>	<u>-8.1%</u>
7100 · Operating Expenses				
7110 · Mechanical Operations				
7110-01 · Supplies	768.26	0.00	768.26	100.0%
7110-02 · Vehicle Operations	361.72	0.00	361.72	100.0%
Total 7110 · Mechanical Operations	<u>1,129.98</u>	<u>0.00</u>	<u>1,129.98</u>	<u>100.0%</u>
7115 · Plant Maintenance & Supplies	71,480.92	116,132.91	-44,651.99	-38.5%
7116 · Generator & Compressor Maint.	667.21	5,769.20	-5,101.99	-88.4%
7117 · Equipment rental	3,886.09	5,197.57	-1,311.48	-25.2%
7120 · SCADA	521.50	810.00	-288.50	-35.6%
7122 · Vehicle Operations	1,125.98	1,750.18	-624.20	-35.7%
7125 · Grounds Maintenance	10,578.14	10,735.11	-156.97	-1.5%
7131 · Permits and Fees	4,840.77	3,603.79	1,236.98	34.3%
7135 · Lab Supplies & Testing Fees	8,108.93	18,388.48	-10,279.55	-55.9%
7140 · Insurance	136,416.98	119,266.98	17,150.00	14.4%
7150 · Meals & Functions	81.97	0.00	81.97	100.0%
7160 · Mileage	2,489.05	1,978.10	510.95	25.8%
7162 · Office Supplies and Expense	480.63	135.15	345.48	255.6%
7165 · Training	19.50	0.00	19.50	100.0%
7170 · Clothing	6,000.00	5,000.00	1,000.00	20.0%
7176 · Telephones	454.94	385.74	69.20	17.9%
7180 · Mobile Telephones	1,146.65	1,157.96	-11.31	-1.0%
7191 · Internet Domain	480.46	400.43	80.03	20.0%
7192 · Security and Backup System	528.91	0.00	528.91	100.0%
7196 · GW Transport/Pumping Fees	85,966.47	72,585.88	13,380.59	18.4%
Total 7100 · Operating Expenses	<u>336,405.08</u>	<u>363,297.48</u>	<u>-26,892.40</u>	<u>-7.4%</u>
7500 · Payroll Expenses				
7505 · Annual Pay	129,562.13	-19,347.27	148,909.40	769.7%
7510 · Overtime	12,494.45	3,403.05	9,091.40	267.2%
7530 · On Call	300.00	300.00	0.00	0.0%
Total 7500 · Payroll Expenses	<u>142,356.58</u>	<u>-15,644.22</u>	<u>158,000.80</u>	<u>1,010.0%</u>

CANYON REGIONAL WATER AUTHORITY
Profit & Loss Prev Year Comparison

October 2024

	Oct 24	Oct 23	\$ Change	% Change
7600 - Employee Benefits				
7605 - Payroll Taxes	10,428.73	-1,397.09	11,825.82	846.5%
7610 - Insurance	20,730.47	21,810.44	-1,079.97	-5.0%
7615 - Retirement	18,477.87	-2,080.68	20,558.55	988.1%
Total 7600 - Employee Benefits	49,637.07	18,332.67	31,304.40	170.8%
7800 - Professional Fees				
7803 - 401(k) Plan Fees	0.00	442.50	-442.50	-100.0%
7805 - Legal Fees	18,050.00	21,824.20	-3,774.20	-17.3%
7810 - Engineering	4,135.00	99,772.82	-95,637.82	-95.9%
Total 7800 - Professional Fees	22,185.00	122,039.52	-99,854.52	-81.8%
Total Expense	2,414,031.97	2,459,942.56	-45,910.59	-1.9%
Net Ordinary Income	1,881,688.78	1,250,039.03	631,649.75	50.5%
Other Income/Expense				
Other Income				
8000 - Bond Payment Principal	765,833.34	776,666.64	-10,833.30	-1.4%
Total Other Income	765,833.34	776,666.64	-10,833.30	-1.4%
Net Other Income	765,833.34	776,666.64	-10,833.30	-1.4%
Net Income	2,647,522.12	2,026,705.67	620,816.45	30.6%

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of October 31, 2024

Type	Date	Num	Name	Memo	Amount	Balance
1006 - First United Checking #5207						3,551,702.02
Bill Pmt -Check	10/01/2024	38609	Seguin Chevrolet	2024 Chevrolet Colorado	-36,950.00	3,514,752.02
Bill Pmt -Check	10/02/2024	ACH	Aetna	Employee Medical Insurance	-21,068.49	3,493,683.53
Bill Pmt -Check	10/02/2024	ACH	GVEC - Big Oaks	08/05/2024 - 09/05/2024	-28.00	3,493,655.53
Bill Pmt -Check	10/02/2024	ACH	GVEC - Bond East Well	08/05/2024 - 09/05/2024	-8,920.50	3,484,735.03
Bill Pmt -Check	10/02/2024	ACH	GVEC - Bond West Well	08/05/2024 - 09/05/2024	-4,929.36	3,479,805.67
Bill Pmt -Check	10/02/2024	ACH	GVEC - Bull Trap Well	08/05/2024 - 09/05/2024	-3,281.00	3,476,524.67
Bill Pmt -Check	10/02/2024	ACH	GVEC - Camphouse Well	08/05/2024 - 09/05/2024	-3,978.00	3,472,546.67
Bill Pmt -Check	10/02/2024	ACH	GVEC - Chicken House Well	08/05/2024 - 09/05/2024	-3,607.23	3,468,939.44
Bill Pmt -Check	10/02/2024	ACH	GVEC - Christian East Well	08/05/2024 - 09/05/2024	-4,173.50	3,464,765.94
Bill Pmt -Check	10/02/2024	ACH	GVEC - Christian West Well	08/05/2024 - 09/05/2024	-4,434.81	3,460,331.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Cibolo	08/05/2024 - 09/05/2024	-28.00	3,460,303.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Coastal Field Well	08/05/2024 - 09/05/2024	-3,686.00	3,456,617.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Dameron	08/05/2024 - 09/05/2024	-58.00	3,456,559.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Deadman Tank Well	08/05/2024 - 09/05/2024	-14,224.00	3,442,335.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Deer Stand Well	08/05/2024 - 09/05/2024	-15,507.00	3,426,828.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - FM 467	08/05/2024 - 09/05/2024	-30.00	3,426,798.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Green Valley	08/05/2024 - 09/05/2024	-29.00	3,426,769.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - GV 7293 IH 10	08/05/2024 - 09/05/2024	-31.00	3,426,738.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Hardy Road	08/05/2024 - 09/05/2024	-29.00	3,426,709.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Hickory Forest	08/05/2024 - 09/05/2024	-34.00	3,426,675.13
Bill Pmt -Check	10/02/2024	ACH	GVEC - Littlefield Well	08/05/2024 - 09/05/2024	-4,393.52	3,422,281.61
Bill Pmt -Check	10/02/2024	ACH	GVEC - Marlon	08/05/2024 - 09/05/2024	-27.00	3,422,254.61
Bill Pmt -Check	10/02/2024	ACH	GVEC - Pig Trap Well	08/05/2024 - 09/05/2024	-3,043.00	3,419,211.61
Bill Pmt -Check	10/02/2024	ACH	GVEC - Pivot Irrigation	08/05/2024 - 09/05/2024	-64.00	3,419,147.61
Bill Pmt -Check	10/02/2024	ACH	GVEC - Tommys Well	08/05/2024 - 09/05/2024	-3,187.00	3,415,960.61
Bill Pmt -Check	10/02/2024	ACH	GVEC - Wagner Booster Stn #2	08/05/2024 - 09/05/2024	-2,102.28	3,413,858.33
Bill Pmt -Check	10/02/2024	ACH	GVEC - WR Generators	08/05/2024 - 09/05/2024	-933.92	3,412,924.41
Transfer	10/03/2024			Ardurra Invoice 061324 Generator Project	12,385.93	3,425,310.34
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-3,003.72	3,422,306.62
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-1,567.88	3,420,738.74
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-1,771.58	3,418,967.16
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-5,342.26	3,413,624.90
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-1,712.40	3,411,912.50
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-2,647.46	3,409,265.04
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-2,141.12	3,407,123.92
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-2,103.40	3,405,020.52
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-4,178.16	3,400,842.36
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-4,161.42	3,396,680.94
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-2,416.76	3,394,264.18
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-1,078.11	3,393,186.07
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-2,677.46	3,390,508.61
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-2,306.91	3,388,201.70
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-4,094.00	3,384,107.70
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-2,566.31	3,381,541.39
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-1,971.37	3,379,570.02
Paycheck	10/04/2024	Direct Dep	Employee Payroll		-3,706.42	3,375,863.60
Liability Check	10/04/2024	EFTPS	US Treasury	74-2586063	-16,933.92	3,358,929.68
Liability Check	10/04/2024	ACH	John Hancock	401(k) Retirement Plan	-722.72	3,358,206.96
Bill Pmt -Check	10/04/2024	38610	Aflac	Employee Voluntary Insurance	-1,403.14	3,356,803.82
Bill Pmt -Check	10/04/2024	38611	Austin Armature Works, LP	WR Compressor	-155.93	3,356,647.89
Bill Pmt -Check	10/04/2024	38612	Austin Shirks	Clothing Allowance	-500.00	3,356,147.89
Bill Pmt -Check	10/04/2024	38613	Avesis	Employee Vision Insurance	-219.43	3,355,928.46
Bill Pmt -Check	10/04/2024	38614	Barcom Technology Solutions	Backup Monitoring	-434.92	3,355,493.54
Bill Pmt -Check	10/04/2024	38615	Callis Professional Services, LLC	Office Cleaning	-370.70	3,355,122.84
Bill Pmt -Check	10/04/2024	38616	Clarissa Sims	Clothing Allowance	-500.00	3,354,622.84
Bill Pmt -Check	10/04/2024	38617	Debra M. Kirkland	Clothing Allowance	-500.00	3,354,122.84
Bill Pmt -Check	10/04/2024	38618	Definiti	401(k) Quarterly Fee (July-Sept)	-565.00	3,353,557.84
Bill Pmt -Check	10/04/2024	38619	Dex Imaging	Admin Copier	-137.50	3,353,420.34
Bill Pmt -Check	10/04/2024	38620	Donald Sarten.	Clothing Allowance	-500.00	3,352,920.34
Bill Pmt -Check	10/04/2024	38621	Frantiska Powers	Mileage Reimbursement	-85.09	3,352,835.25
Bill Pmt -Check	10/04/2024	38622	Garrison Cornal Supply, LLC	Supplies	-143.40	3,352,691.85
Bill Pmt -Check	10/04/2024	38623	Gold Star Exterminators	Pest Control	-415.00	3,352,276.85
Bill Pmt -Check	10/04/2024	38624	Grainger	Parts	-671.73	3,351,605.12

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
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Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	10/04/2024	38625	Guadalupe County Groundwater Cons Distr	GW Transport/Pumping Fees	-16,840.01	3,334,765.11
Bill Pmt -Check	10/04/2024	38626	Hanna Diaz	Mileage Reimbursement	-85.76	3,334,679.35
Bill Pmt -Check	10/04/2024	38627	Hawkins	Chemicals	-31,089.60	3,303,589.75
Bill Pmt -Check	10/04/2024	38628	Hofmann's Supply	Cylinder Rental	-17.98	3,303,571.77
Bill Pmt -Check	10/04/2024	38629	Ivan Arreaga	Clothing Allowance	-500.00	3,303,071.77
Bill Pmt -Check	10/04/2024	38630	Jesus Garcia	Clothing Allowance	-500.00	3,302,571.77
Bill Pmt -Check	10/04/2024	38631	Jimmy Flores.	Clothing Allowance	-500.00	3,302,071.77
Bill Pmt -Check	10/04/2024	38632	Joe Moreno.	Clothing Allowance	-500.00	3,301,571.77
Bill Pmt -Check	10/04/2024	38633	Kelby Schnautz	Clothing Allowance	-500.00	3,301,071.77
Bill Pmt -Check	10/04/2024	38634	Kerry Averyt	Mileage Reimbursement (April-Sept)	-1,266.03	3,299,805.74
Bill Pmt -Check	10/04/2024	38635	Lhoist North America of Texas, LLC	Lime	-8,750.31	3,291,055.43
Bill Pmt -Check	10/04/2024	38636	Lonestar Armature, LLC	Clarifier Parts @ LD	-1,636.12	3,289,419.31
Bill Pmt -Check	10/04/2024	38637	Matheson Tri-Gas, Inc.	Cylinder Rental & Oxygen	-7,873.54	3,281,545.77
Bill Pmt -Check	10/04/2024	38638	Michael Andrews	Clothing Allowance	-500.00	3,281,045.77
Bill Pmt -Check	10/04/2024	38639	Michael C. Allman	Clothing Allowance & Mileage Reimbursement	-1,031.98	3,280,013.79
Bill Pmt -Check	10/04/2024	38640	New Braunfels Welders Supply	Cylinder Rental	-472.50	3,279,541.29
Bill Pmt -Check	10/04/2024	38641	PVS DX, INC	Chemicals	-12,332.56	3,267,208.73
Bill Pmt -Check	10/04/2024	38642	Russell Wallace.	Clothing Allowance	-500.00	3,266,708.73
Bill Pmt -Check	10/04/2024	38643	Seguin Auto Parts, Inc.	Parts	-83.94	3,266,624.79
Bill Pmt -Check	10/04/2024	38644	Standard Insurance Company-Dental	Dental Insurance	-1,579.68	3,265,045.11
Bill Pmt -Check	10/04/2024	38645	Texas Excavation Safety System, Inc.	Texas 811	-319.70	3,264,725.41
Bill Pmt -Check	10/04/2024	38646	Tri-County A/C & Heating Inc.	Diagnostic Service Admin Building	-310.20	3,264,415.21
Bill Pmt -Check	10/04/2024	38647	Utility Engineering Group, PLLC	Phase IV GIS	-693.75	3,263,721.46
Bill Pmt -Check	10/04/2024	38648	Waste Management	Garbage Disposal	-1,492.88	3,262,228.58
Bill Pmt -Check	10/04/2024	38649	Williams Supply Company	Supplies	-67.97	3,262,160.61
Deposit	10/07/2024			Deposit	64,194.41	3,326,355.02
Bill Pmt -Check	10/09/2024	ACH	Texas Fleet Fuel	Vehicle and Equipment Fuel	-1,395.70	3,324,959.32
Deposit	10/09/2024			Deposit	31,728.57	3,356,687.89
Deposit	10/10/2024			Deposit	229,767.71	3,586,455.60
Deposit	10/10/2024			Deposit	31,009.42	3,617,465.02
Deposit	10/11/2024			Deposit	722,132.51	4,339,597.53
Transfer	10/11/2024			TX Land & ROW HC Pipeline Easements	4,620.00	4,344,217.53
Bill Pmt -Check	10/11/2024	38650	ADT	Security System	-93.99	4,344,123.54
Bill Pmt -Check	10/11/2024	38651	Analytical Environmental Laboratory LLC	Lab Testing Fees	-810.00	4,343,313.54
Bill Pmt -Check	10/11/2024	38652	Anytime Fuel Pros LLC	Diesel for Generators	-867.21	4,342,646.33
Bill Pmt -Check	10/11/2024	38653	Brenntag Southwest, Inc.	Chemicals	-2,679.67	4,339,966.66
Bill Pmt -Check	10/11/2024	38654	Charter Communications	HC Internet	-120.61	4,339,846.05
Bill Pmt -Check	10/11/2024	38655	Citibank, N.A.	Mastercard	-10,427.92	4,329,418.13
Bill Pmt -Check	10/11/2024	38656	GBRA-Raw Water & TM	12613 A/F @ \$184 & Raw Water Delivery	-240,992.95	4,088,425.18
Bill Pmt -Check	10/11/2024	38657	Hach Company	Lab Supplies	-582.75	4,087,842.43
Bill Pmt -Check	10/11/2024	38658	Helping Hand Hardware	Supplies	-361.28	4,087,481.15
Bill Pmt -Check	10/11/2024		Ingersoll Rand Company	QuickBooks generated zero amount transaction for bill paymer	0.00	4,087,481.15
Bill Pmt -Check	10/11/2024	38659	Law Offices of Patricia Erlinger Carls	GCUWCD Rule Amendment	-535.50	4,086,945.65
Bill Pmt -Check	10/11/2024	38660	Lhoist North America of Texas, LLC	Lime	-9,137.21	4,077,808.44
Bill Pmt -Check	10/11/2024	38661	Mr. & Mrs. Dan Wyatt	117 A/F @ \$50	-5,850.00	4,071,958.44
Bill Pmt -Check	10/11/2024	38662	New Braunfels Welders Supply	Nitrogen	-45.43	4,071,913.01
Bill Pmt -Check	10/11/2024	38663	PVS DX, INC	Cylinder Rental	-30.00	4,071,883.01
Bill Pmt -Check	10/11/2024	38664	Sam's Club MC/SYNCB	Supplies	-533.63	4,071,349.38
Bill Pmt -Check	10/11/2024	38665	Texas Land and Right of Way Company, LLC	WR Water Lease Acquisition & HC Transmission Main	-10,005.00	4,061,344.38
Bill Pmt -Check	10/11/2024	38666	TML Intergovernmental Risk Pool	Insurance	-136,416.98	3,924,927.40
Bill Pmt -Check	10/11/2024	38667	U.S. Signs	Signs	-485.00	3,924,442.40
Bill Pmt -Check	10/11/2024	38668	Wastewater Transport Services LLC	Sludge Remocal	-10,107.29	3,914,335.11
Liability Check	10/15/2024	ACH	TCDRS		-13,536.45	3,900,798.66
Liability Check	10/15/2024	ACH	TCDRS		-13,047.01	3,887,751.65
Deposit	10/15/2024			Deposit	845,834.76	4,733,586.41
Transfer	10/15/2024			LD-Monthly Bond Payment Transfer	-138,517.18	4,595,069.23
Transfer	10/15/2024			Bond Payment Transfer	-22,760.70	4,572,308.53
Transfer	10/15/2024			MC-Bond Payment Transfer	-145,347.66	4,426,960.87
Transfer	10/15/2024			Bond Payment Transfer	-33,595.19	4,393,365.68
Transfer	10/15/2024			Bond Payment Transfer	-54,926.41	4,338,439.27
Transfer	10/15/2024			Bond Payment Transfer	-13,416.02	4,325,023.25
Transfer	10/15/2024			Bond Payment Transfer	-242,307.58	4,082,715.67
Transfer	10/15/2024			Bond Payment Transfer	-231,700.11	3,851,015.56
Transfer	10/15/2024			Bond Payment Transfer	-86,196.58	3,764,818.98

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
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Type	Date	Num	Name	Memo	Amount	Balance
Transfer	10/15/2024			Bond Payment Transfer	-22,479.93	3,742,339.05
Transfer	10/15/2024			Monthly Membrane Transfer	-5,155.41	3,737,183.64
Transfer	10/15/2024			Monthly Membrane Transfer	-39,998.40	3,697,185.24
Transfer	10/15/2024			Funds Transfer	-45,603.64	3,651,581.60
Transfer	10/15/2024			Funds Transfer	-28,969.53	3,622,612.07
Transfer	10/15/2024			Funds Transfer	-53,344.44	3,569,267.63
Transfer	10/15/2024			Funds Transfer	-18,557.12	3,550,710.51
Transfer	10/15/2024			September Overages	-60.76	3,550,649.75
Deposit	10/15/2024			Deposit	293,127.34	3,843,777.09
Bill Pmt -Check	10/16/2024	38669	Nanostone Water, Inc.	Membrane Qtrly Installment Payments #10-12	-264,192.80	3,579,584.29
Bill Pmt -Check	10/17/2024	ACH	CPS - I 10	I-10 Utilities	-12.24	3,579,572.05
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-3,080.59	3,576,491.46
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-2,065.61	3,574,425.85
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-1,758.31	3,572,667.54
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-2,729.74	3,569,937.80
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-2,303.06	3,567,634.74
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-1,907.15	3,565,727.59
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-4,067.03	3,561,660.56
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-1,089.09	3,560,571.47
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-3,435.55	3,557,135.92
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-2,530.43	3,554,605.49
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-2,288.38	3,552,317.11
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-2,816.98	3,549,500.13
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-3,706.43	3,545,793.70
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-5,342.26	3,540,451.44
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-1,712.38	3,538,739.06
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-4,178.16	3,534,560.90
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-1,971.37	3,532,589.53
Paycheck	10/18/2024	Direct Dep	Employee Payroll		-4,094.01	3,528,495.52
Liability Check	10/18/2024	ACH	John Hancock	401(k) Retirement Plan	-714.79	3,527,780.73
Liability Check	10/18/2024	EFTPS	US Treasury	74-2586063	-17,546.54	3,510,234.19
Transfer	10/18/2024			Trojan Technologies Month 21 Rental Fee	40,284.00	3,550,518.19
Bill Pmt -Check	10/18/2024	38670	ACT Pipe and Supply, Inc.	Fittings & Lug Kit	-4,267.64	3,546,250.55
Bill Pmt -Check	10/18/2024	38671	AT&T Mobility	Mobile Telephones	-1,011.65	3,545,238.90
Bill Pmt -Check	10/18/2024	38672	DSHS Central Lab MC2004	Lab Testing Fees	-357.00	3,544,881.90
Bill Pmt -Check	10/18/2024	38673	Environmental Improvements, Inc.	PM @ WR & HC	-8,262.90	3,536,619.00
Bill Pmt -Check	10/18/2024	38674	Guadalupe-Blanco River Authority..	Lab Testing Fees	-1,457.00	3,535,162.00
Bill Pmt -Check	10/18/2024	38675	GVEC - Internet	Internet @ WBS, LBS, LD	-359.85	3,534,802.15
Bill Pmt -Check	10/18/2024	38676	Hawkins	Chemicals	-31,089.60	3,503,712.55
Bill Pmt -Check	10/18/2024	38677	Lhoist North America of Texas, LLC	Lime	-18,204.54	3,485,508.01
Bill Pmt -Check	10/18/2024	38678	Morton Morrow Inc.	2024 Annual SCBA Service	-343.30	3,485,164.71
Bill Pmt -Check	10/18/2024	38679	Pollution Control Services	Lab Testing Fees	-4,456.00	3,480,708.71
Bill Pmt -Check	10/18/2024	38680	PVS DX, INC	Cylinder Rental	-960.00	3,479,748.71
Bill Pmt -Check	10/18/2024	38681	Seguin Auto Parts, Inc.	Parts	-245.94	3,479,502.77
Bill Pmt -Check	10/18/2024	38682	Texas Commission on Environmental Quality	Water Permit Fee	-1,250.00	3,478,252.77
Bill Pmt -Check	10/18/2024	38683	Tri-County A/C & Heating Inc.	A/C Replacement @ LD MCC Building	-6,189.00	3,472,063.77
Bill Pmt -Check	10/18/2024	38684	Trojan Technologies Corp.	Pall Trailer Installment #21	-40,284.00	3,431,779.77
Bill Pmt -Check	10/18/2024	38685	Utility Engineering Group, PLLC	Phase IV GIS	-732.50	3,431,047.27
Bill Pmt -Check	10/18/2024	38686	Williams Supply Company	Supplies	-49.38	3,430,997.89
Transfer	10/18/2024			Nanostone Qtrly Installment Payments 10-12	264,192.80	3,695,190.69
Deposit	10/18/2024			Deposit	209,983.18	3,905,173.87
Bill Pmt -Check	10/21/2024	ACH	Bluebonnet Electric	HC Utilities - 5000057123	-13,508.32	3,891,665.55
Bill Pmt -Check	10/21/2024	ACH	GVEC - Lake Dunlap	08/25/2024 - 09/25/2024	-57,128.05	3,834,537.50
Bill Pmt -Check	10/21/2024	ACH	GVEC - Leissner Booster Stn #2	08/25/2024 - 09/25/2024	-24,816.41	3,809,721.09
Bill Pmt -Check	10/21/2024	ACH	GVEC - Leissner Rtd Booster Station	08/25/2024 - 09/25/2024	-13,288.02	3,796,433.07
Bill Pmt -Check	10/21/2024	ACH	GVEC - Wagner Booster	08/25/2024 - 09/25/2024	-13,663.28	3,782,769.79
Bill Pmt -Check	10/21/2024	ACH	GVEC - WR Plant	08/25/2024 - 09/25/2024	-23,258.48	3,759,511.31
Bill Pmt -Check	10/21/2024	ACH	GVEC - WR Plant #2	08/25/2024 - 09/25/2024	-20,365.58	3,739,145.73
Deposit	10/22/2024			Deposit	226,204.94	3,965,350.67
Deposit	10/22/2024			Deposit	453,610.21	4,418,960.88
Bill Pmt -Check	10/23/2024	ACH	CPS - 1518	Utilities	-132.73	4,418,828.15
Check	10/25/2024	38687	GCUWCD	Corrected FY2024-2025 Negotiation Fee	-6,099.40	4,412,728.75
Bill Pmt -Check	10/25/2024	ACH	CPS - 1604	Utilities	-32,289.60	4,380,439.15
Bill Pmt -Check	10/25/2024	ACH	Texas Fleet Fuel	Vehicle & Equipment Fuel	-921.81	4,379,517.34

CANYON REGIONAL WATER AUTHORITY
Monthly General Account Check Register
As of October 31, 2024

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	10/25/2024	38688	DISA Global Solutions, Inc.	New Hire Background Check	-142.29	4,379,375.05
Bill Pmt -Check	10/25/2024	38689	Gold Star Exterminators	Pest Control	-348.00	4,379,027.05
Bill Pmt -Check	10/25/2024	38690	Hawkins	Chemicals	-30,110.40	4,348,916.65
Bill Pmt -Check	10/25/2024	38691	Lhoist North America of Texas, LLC	Lime	-18,318.13	4,330,598.52
Bill Pmt -Check	10/25/2024	38692	Matheson Tri-Gas, Inc.	Nitrogen	-1,102.51	4,329,496.01
Bill Pmt -Check	10/25/2024	38693	New Braunfels Utilities	46 Standpipe Utilities	-42.46	4,329,453.55
Bill Pmt -Check	10/25/2024	38694	PVS DX, INC	Chlorine	-13,339.20	4,316,114.35
Bill Pmt -Check	10/25/2024	38695	Pye-Barker Fire & Safety, LLC	ABC Extinguishers & CO2 Hydro	-573.50	4,315,540.85
Bill Pmt -Check	10/25/2024	38696	Texas Commission on Environmental Quality	Water Assessment Fees	-956.41	4,314,584.44
Bill Pmt -Check	10/25/2024	38697	Verve Cloud, Inc.	Telephones	-454.94	4,314,129.50
Bill Pmt -Check	10/25/2024	38698	Waste Connections	Garbage Disposal	-470.90	4,313,658.60
Bill Pmt -Check	10/25/2024	38699	Williams Supply Company	Supplies	-544.42	4,313,114.18
Deposit	10/30/2024			Deposit	342,885.09	4,655,999.27
Deposit	10/31/2024			Interest	1,265.89	4,657,265.16
					<u>1,105,563.14</u>	<u>4,657,265.16</u>

CANYON REGIONAL WATER AUTHORITY

Legal Fees by Payee

October 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Attorney R. L. Wilson						
Bill	10/31/2024	3940	Attorney R. L. Wilson	Nanostone	1,650.00	1,650.00
Bill	10/31/2024	3942	Attorney R. L. Wilson	Wells Ranch (10/01/2024 - 10/31/2024)	3,575.00	5,225.00
Bill	10/31/2024	3938	Attorney R. L. Wilson	General Matters (10/01/2024- 10/31/2024)	8,625.00	13,850.00
Bill	10/31/2024	3939	Attorney R. L. Wilson	Hays Caldwell (10/01/2024 - 10/31/2024)	4,200.00	18,050.00
Total Attorney R. L. Wilson					<u>18,050.00</u>	<u>18,050.00</u>
TOTAL					<u><u>18,050.00</u></u>	<u><u>18,050.00</u></u>

CANYON REGIONAL WATER AUTHORITY
Legal Fees by Category
October 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Other Charges					
Legal & professional fees					
Contracts					
Bill	10/31/2024	3940	Attorney R. L. Wilson	Nanostone	1,650.00
Bill	10/31/2024	3939	Attorney R. L. Wilson	Hays Caldwell (10/01/2024 - 10/31/2024)	4,200.00
Total Contracts					5,850.00
Wells Ranch					
Bill	10/31/2024	3942	Attorney R. L. Wilson	Wells Ranch (10/01/2024 - 10/31/2024)	3,575.00
Total Wells Ranch					3,575.00
General					
Bill	10/31/2024	3938	Attorney R. L. Wilson	General Matters (10/01/2024- 10/31/2024)	8,625.00
Total General					8,625.00
Total Legal & professional fees					18,050.00
Total Other Charges					18,050.00
TOTAL					18,050.00

Wells Ranch Project - Phase II
Bond Series 2015
Budget vs. Actual
October 31, 2024

	TOTAL BUDGET	TOTAL DISBURSEMENTS	% Complete
Wells Ranch Series 2015 Bond Proceeds	42,000,000.00	42,000,000.00	100.00%
Bond Issue Costs	420,840.00	420,840.00	100.00%
Capitalized Interest	1,664,000.00	1,664,000.00	100.00%
Beginning Cash Available for Project	39,915,160.00	39,915,160.00	100.00%
Preliminary Engineering Report	25,000.00	25,000.00	100.00%
Environmental Services	54,080.82	54,080.82	100.00%
Engineering Add'l Services (RCE Inspections)	317,067.50	317,067.50	100.00%
Inspection Services (HOT)	37,510.00	37,510.00	100.00%
SCADA Engineering Services	50,000.00	50,000.00	100.00%
Legal Notices	22,940.45	22,940.45	100.00%
Prof Services-TWDB Assistance	15,887.86	15,887.86	100.00%
Santa Clara Road TM	4,545,112.65	4,545,112.65	100.00%
Crystal Clear TM	3,102,090.36	3,102,090.36	100.00%
Wagner Booster Station Expansion	4,472,598.27	4,472,598.25	100.00%
Wells Ranch Plant Improvements	7,678,408.73	7,678,407.73	100.00%
Leissner Booster Station Imp.			
Legal Fees	110,925.31	110,925.31	100.00%
Basic Engineering Services	227,160.00	227,160.00	100.00%
Engineering Add'l Services	50,078.25	48,272.75	96.39%
Construction Costs - 2 MG Tank (Preload)	1,533,365.90	1,533,365.90	100.00%
Construction Costs - Facility (Payton)	1,185,478.00	1,185,478.00	100.00%
SCADA	16,000.00	16,000.00	100.00%
Total Leissner Booster Stn Expansion	3,123,007.46	3,121,201.96	99.94%
Oak Tree Elevated Storage Tank	2,778,256.00	2,778,256.02	100.00%
Well Field (7 wells)	10,812,545.17	10,812,544.67	100.00%
Generator Installation Project			
Legal, Consultant Fees	87,398.35	87,398.35	100.00%
Legal Notices	5,864.16	5,864.16	100.00%
Basic Engineering Services	203,320.00	172,822.00	85.00%
Engineering Add'l Services	9,000.00	9,000.00	100.00%
Generator Project Rework	123,806.33	123,806.33	100.00%
Deadman Well Site			
Generator Cost	71,265.00	71,265.00	100.00%
Generator Installation	202,500.00	202,500.00	100.00%
Total Deadman Well Site	273,765.00	273,765.00	100.00%
Deer Stand Well Site			
Generator Cost	71,265.00	71,265.00	100.00%
Generator Installation	202,500.00	202,500.00	100.00%
Total Deer Stand Well Site	273,765.00	273,765.00	100.00%
Wells Ranch WTP Site			
Generator Cost-WTP	317,295.00	317,295.00	100.00%
Generator Cost-MCC-2	279,140.00	279,140.00	100.00%
Generator Installation-WTP	412,350.00	412,350.00	100.00%
Generator Installation-MCC-2	376,140.00	376,140.00	100.00%
Total Wells Ranch WTP Site	1,384,925.00	1,384,925.00	100.00%
Leissner BPS Site			
Generator Cost	212,200.00	212,200.00	100.00%
Generator Installation	337,000.00	337,000.00	100.00%
Total Leissner BPS Site	549,200.00	549,200.00	100.00%
Wagner Booster Station			
Generator Cost	212,200.00	212,200.00	100.00%
Generator Installation	259,000.00	259,000.00	100.00%
Total Wagner Booster Station	471,200.00	471,200.00	100.00%
Well #5 & Well #13 Generator Cost	71,710.00	71,710.00	100.00%
Mobilization, Bonds & Insurance	119,000.00	119,000.00	100.00%
Total Generator Installation Project	3,572,953.84	3,542,455.84	99.15%
Total Phase II - 2015	40,607,459.11	40,575,154.11	99.92%
Unallocated Contingency	-692,299.11		
Total Expenditures		40,575,154.11	
Interest Income		448,061.38	
Cash from General Funds		236,608.38	
Cash from Repair & Replacement Funds		32,871.85	
Accounts Payable		75,151.21	
Ending Cash		132,698.71	

4:32 PM

11/21/24

Accrual Basis

Wells Ranch Phase II - 2015

Account Activity

As of October 31, 2024

Type	Date	Num	Name	Memo	Split	Amount	Balance
BOKF, NA, Austin - Escrow							131,392.91
Deposit	10/01/2024			Interest	Interest Income...	482.05	131,874.96
Total BOKF, NA, Austin - Escrow						482.05	131,874.96
Logic-Construction Acct							820.30
Deposit	10/31/2024			Interest	Interest Income...	3.45	823.75
Total Logic-Construction Acct						3.45	823.75
TOTAL						485.50	132,698.71

7:33 AM

12/04/24

Accrual Basis

Hays Caldwell WTP Improvements

Banking Activity

As of October 31, 2024

Type	Date	Num	Name	Memo	Amount	Balance
Logic, Construction Acct						17,824,888.24
Deposit	10/31/2024			Interest	75,551.23	17,900,439.47
Total Logic, Construction Acct					75,551.23	17,900,439.47
BOKF, NA						4,346,067.22
Deposit	10/01/2024			Interest	16,622.97	4,362,690.19
Total BOKF, NA					16,622.97	4,362,690.19
TOTAL					92,174.20	22,263,129.66

Hays Caldwell WTP Improvements Budget vs. Actual October 31, 2024

	TOTAL BUDGET	TOTAL DISBURSEMENTS	%
Hays Caldwell Series 2017 Bond Net Proceeds	4,801,596.00	4,801,596.00	100.00%
Hays Caldwell Series 2021 Bond Net Proceeds	12,355,000.00	12,355,000.00	100.00%
City of San Marcos Cash Contribution	511,593.00	511,593.00	100.00%
City of San Marcos Cash Contribution	4,634,982.00	4,634,982.00	100.00%
Beginning Cash Available for Project	22,303,171.00	22,303,171.00	100.00%
Land Purchase - 2.009 Acres	555,628.44	555,628.44	100.00%
Advertisement for Bids	3,598.90	3,598.90	100.00%
TWDB D-Fund Application Services	35,700.00	35,700.00	100.00%
HMGP Application	12,000.00	12,000.00	100.00%
Basic Engineering Services:			
Preliminary Phase	403,700.00	403,700.00	100.00%
Design Phase	728,400.00	728,400.00	100.00%
Bid Phase	73,900.00	30,147.67	40.80%
Construction Phase	458,800.00	18,352.00	4.00%
Total Basic Engineering Services	1,664,800.00	1,180,599.67	70.92%
Additional Engineering Services:			
Grant Application Services	6,927.90	6,927.90	100.00%
Environmental Review & Permitting	121,200.00	113,226.30	93.42%
Topographic Survey	36,900.00	32,950.00	89.30%
Warranty Phase	30,900.00		0.00%
Start-Up Services	59,000.00		0.00%
O&M Manual Update	16,900.00		0.00%
Water Treatment Plant Audit	0.00		0.00%
Flood Protection	0.00		0.00%
CT Study & TCEQ Update	17,000.00	16,954.00	99.73%
Constr Observation & Resident	174,000.00		0.00%
Geotechnical Investigation	76,200.00	76,186.25	99.98%
TWDB & TCEQ Coordination	102,500.00	102,912.29	100.40%
Power System Study	55,000.00	55,000.00	100.00%
City of San Marcos Permitting	104,200.00	104,270.89	100.07%
City of San Marcos Platting	28,900.00	30,032.00	103.92%
Ozone Bldg Upgrade to CMU	49,800.00	46,813.60	94.00%
TCEQ Pilot Study	4,000.00		0.00%
Preconstruction T&E Surveys-Terrestrial	2,600.00		0.00%
Preconstruction T&E Surveys-Mussels	8,500.00		0.00%
Dewatering Aquatic Resources	27,600.00	27,048.00	98.00%
Geotechnical Baseline for River Intake	4,800.00	4,782.50	99.64%
Cultural Resources Constr Monitoring	42,500.00		0.00%
OSSF Irrigation Reconfig & Permitting	9,000.00		0.00%
HCWTP Ozone Deman & Decay Testing	9,992.00	9,992.00	100.00%
Total Additional Engineering Services	988,419.90	627,095.73	63.44%
Caldwell County Permits	51,950.00	51,950.00	100.00%
City of San Marcos-Permits	19,323.14	19,323.14	100.00%
SCADA			
Design Fees	20,000.00	3,963.75	19.82%
Construction Costs	150,000.00		0.00%
Total SCADA Costs	170,000.00	3,963.75	2.33%
Bluebonnet Electric Coop - Service Entrances & Easements	61,512.02	61,512.02	100.00%
Miscellaneous Fees	3,077.04	3,077.04	100.00%

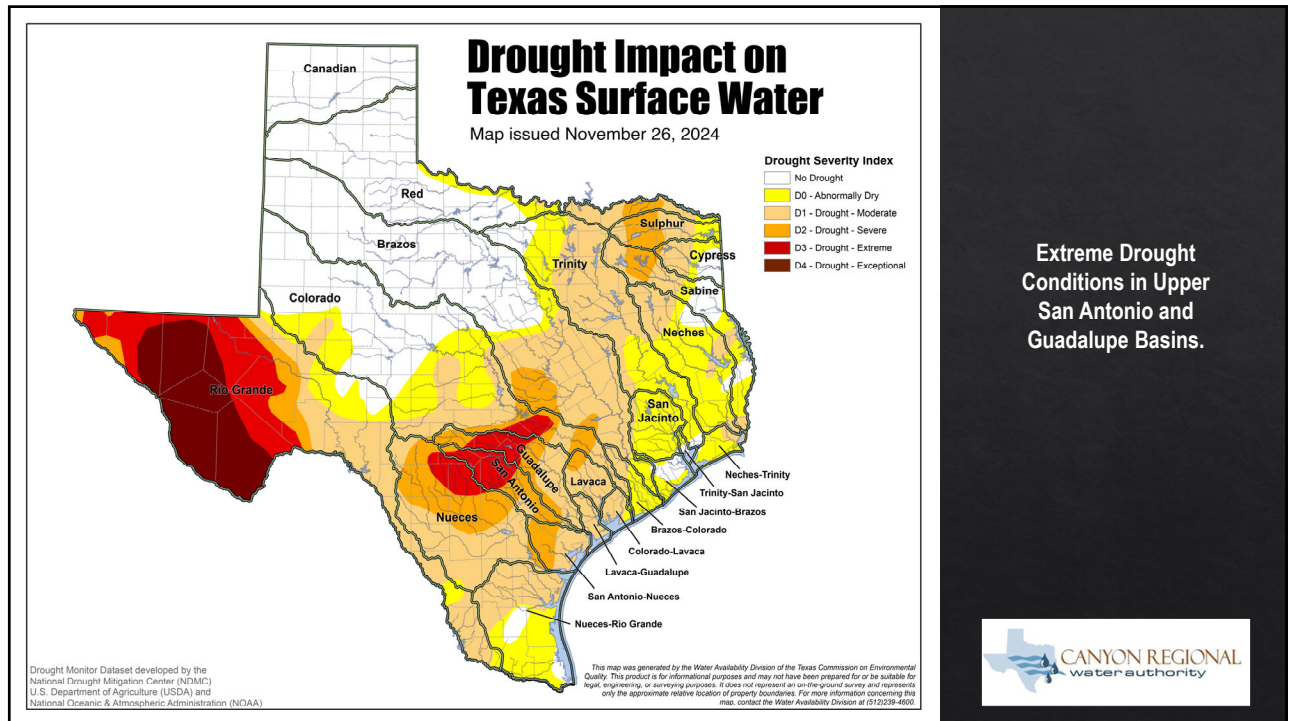
Hays Caldwell WTP Improvements Budget vs. Actual October 31, 2024

	TOTAL <u>BUDGET</u>	TOTAL <u>DISBURSEMENTS</u>	<u>%</u>
Construction Costs			
New 1 MG GST (DN Tanks)	4,590,000.00		0.00%
GST Construction Administration (CobbFendley)	223,443.24		0.00%
Probable Construction Costs			
Raw Water Pump Station & Intake	3,210,643.00		0.00%
Raw Water Electrical Building	346,491.00		0.00%
Yard Piping	1,160,146.00		0.00%
Clarifier Upgrades	2,656,275.00		0.00%
Splitter Box	760,340.00		0.00%
Chemical Feed & Storage	372,721.00		0.00%
Ozone Improvements	4,209,987.00		0.00%
Existing GST Rehab	311,740.00		0.00%
HSPS Improvements	698,145.00		0.00%
Recycle Pump Station	113,687.00		0.00%
Decant Pump Station	179,174.00		0.00%
Decant Ponds	611,499.00		0.00%
Site Civil Paving, etc.	1,961,807.00		0.00%
Electrical Improvement	4,842,702.00		0.00%
Instrumentations & Controls	1,372,320.00		0.00%
Subtotal	22,807,677.00	0.00	0.00%
Additive Alternate: 200kW Generator	813,704.00		0.00%
Additive Alternate: 350kW Generator	1,260,262.00		0.00%
Additive Alternate: Motorized Gates	60,480.00		0.00%
Additive Alternate: Security System Integ.	36,000.00		0.00%
Total Probable Construction Costs	24,978,123.00	0.00	0.00%
Total Hays Caldwell WTP Improvements	33,357,575.68	2,554,448.69	7.66%
Unallocated Contingency	-11,054,404.68		0.00%
Total Expenditures		2,554,448.69	
Interest Income		2,504,231.35	
Paid from General Funds-Electrical Easement		1,000.00	
Accounts Payable		9,176.00	
Ending Cash		22,263,129.66	

CRWA
Board of Trustees
Drought Report
December 9, 2024



1

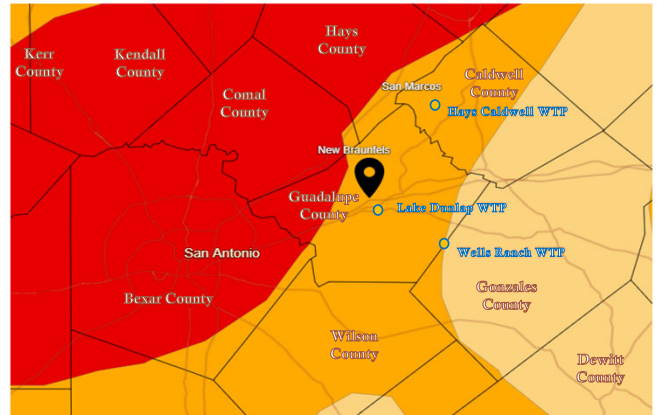


2

Drought Intensity by County



U.S. Drought Monitor



Drought & Dryness Categories

- D0 - Abnormally Dry
- D1 - Moderate Drought
- D2 - Severe Drought
- D3 - Extreme Drought
- D4 - Exceptional Drought
- Total Area in Drought (D1-D4)

% of Guadalupe County

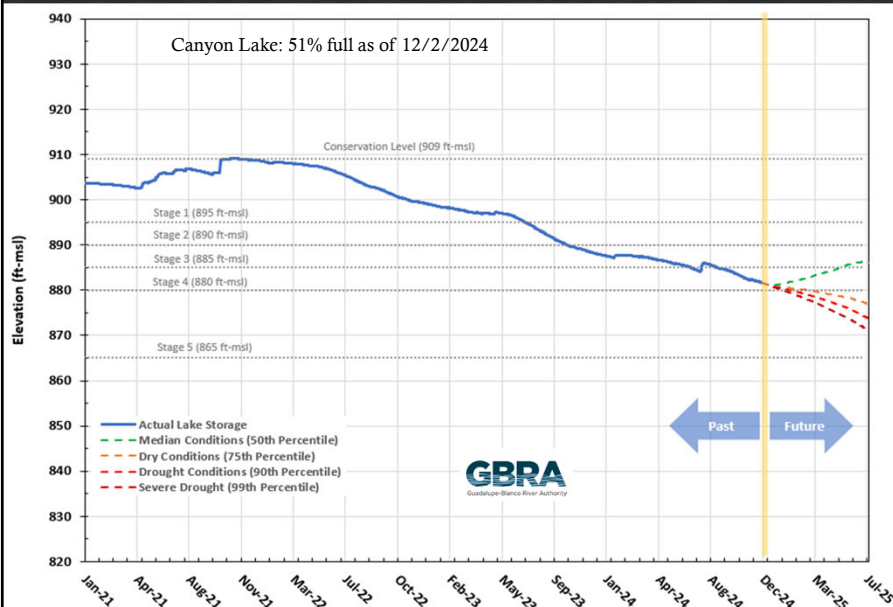
D0 - Abnormally Dry	0%
D1 - Moderate Drought	4.09%
D2 - Severe Drought	78.15%
D3 - Extreme Drought	17.76%
D4 - Exceptional Drought	0%
Total Area in Drought (D1-D4)	100.00%

Source(s): NDMC, NOAA, USDA
Data Valid: 11/28/24

Drought.gov

3

Canyon Lake Water Level Trends



Canyon Lake: 51% full as of 12/2/2024

WATER LEVEL
881.49
Feet MSL

Tuesday, December 3, 2024
1:15:00 AM
Level is 27.51 feet
below full pool of 909.00

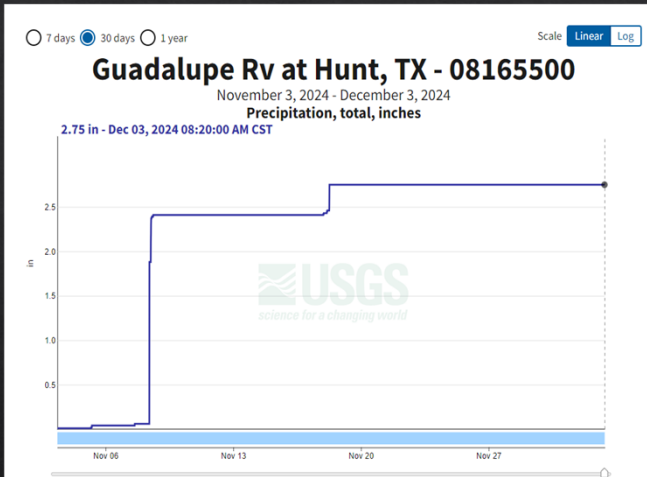
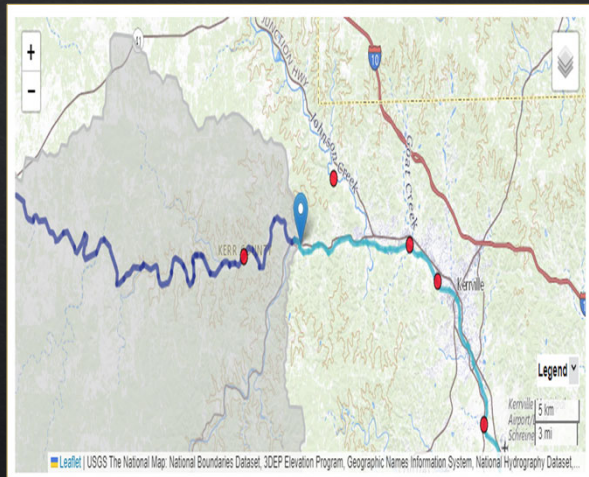
Levels

- Stage 1 (Mild Conditions)**
- 895 feet (msl)*
- Action - Voluntary 5% reduction
- Stage 2 (Moderate Conditions)**
- 890 feet (msl)
- Action - Voluntary 10% reduction
- Stage 3 (Severe Conditions)**
- 885 feet (msl)
- Action - Voluntary 15% reduction
- Stage 4 (Critical Conditions)**
- 880 (msl)
- Action - Pro Rata Share
Mandatory 15% reduction

*Mean Sea Level

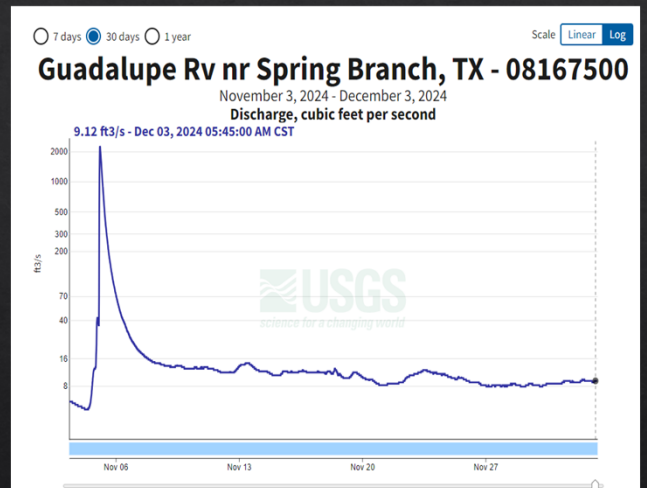
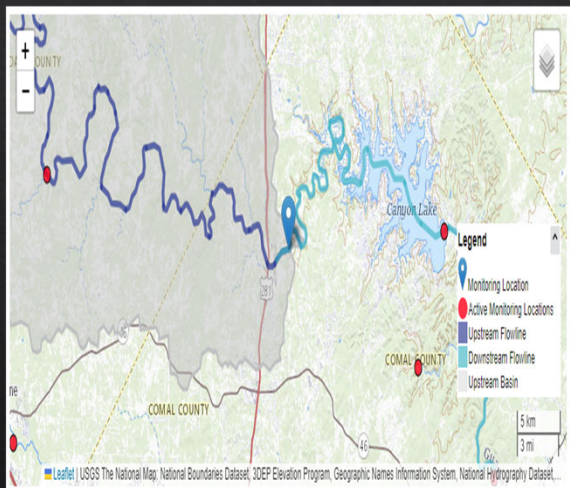
4

Precipitation above Canyon Lake – Kerr County



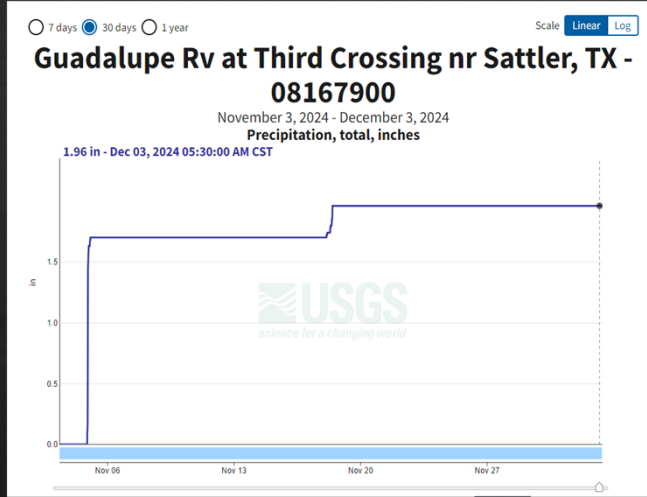
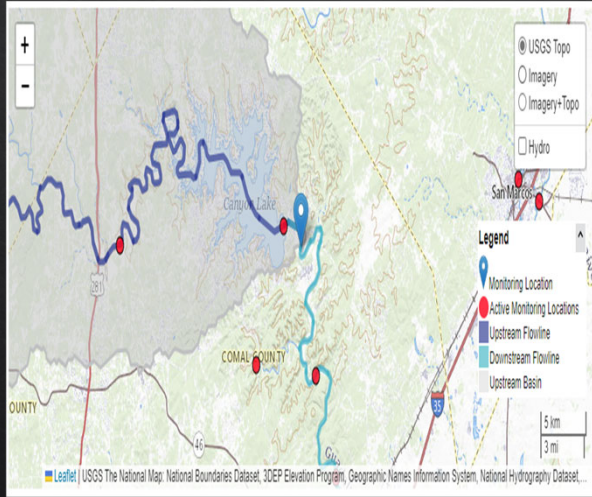
5

Canyon Lake In-Flow (ft³/s)



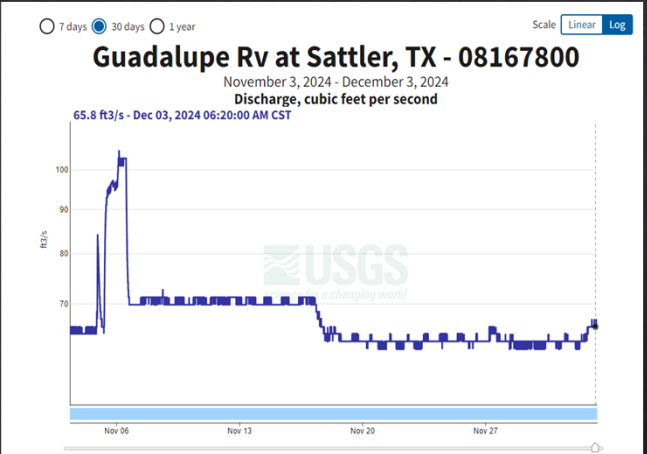
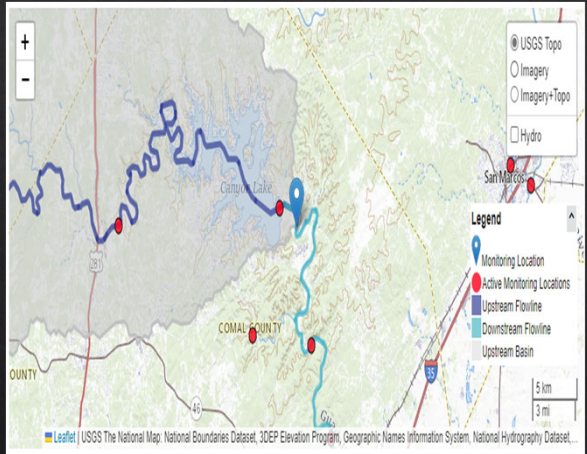
6

Precipitation below Canyon Lake



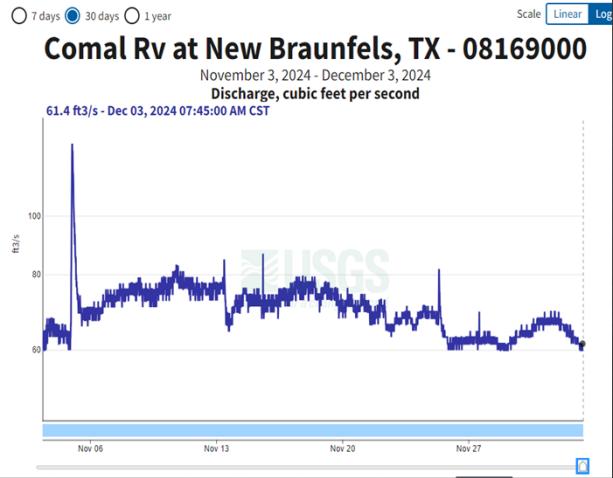
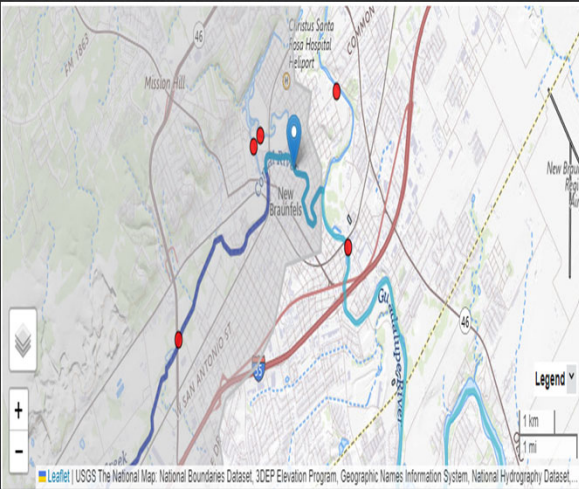
7

Canyon Lake Out-Flow (ft³/s)



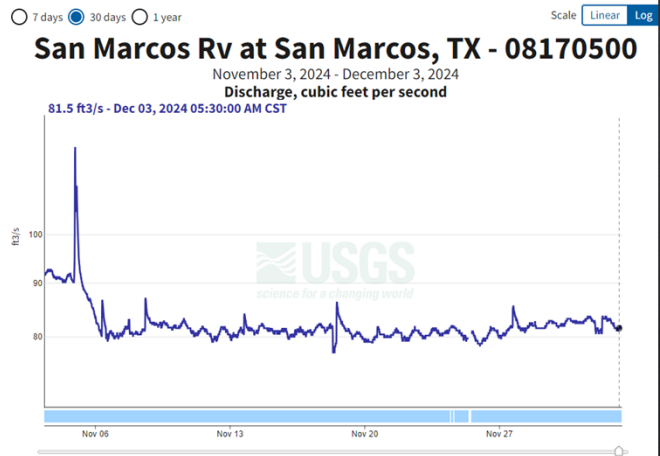
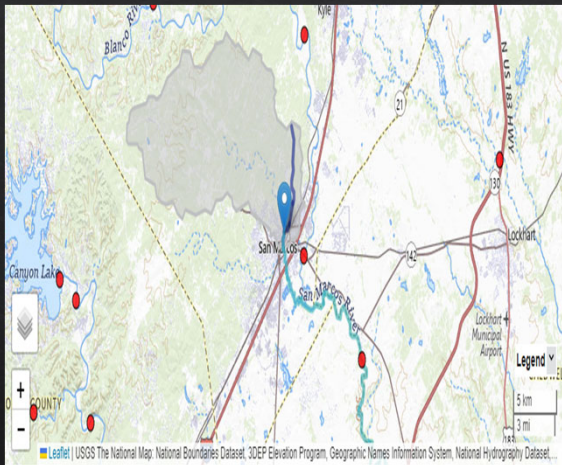
8

Comal River Flow (ft³/s)



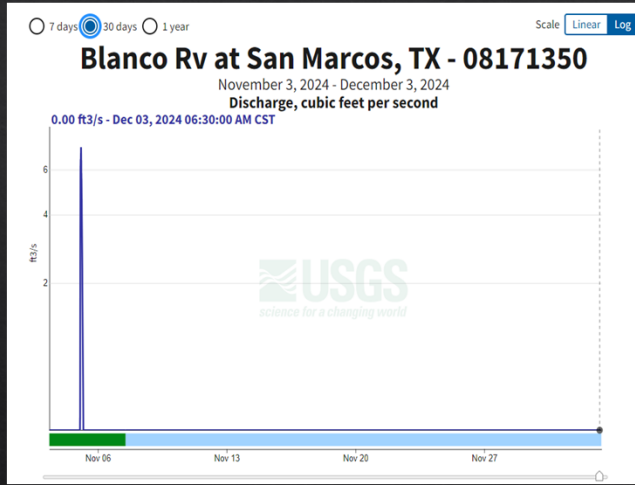
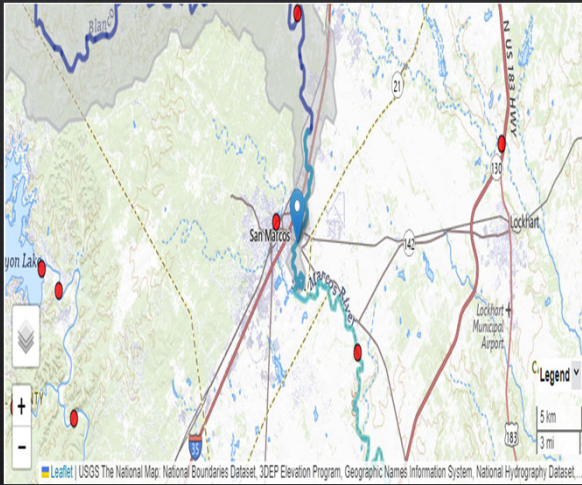
9

San Marcos Spring Flow (ft³/s)



10

Blanco River Flow at San Marcos (ft³/s)



11



12

Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

CRWA Monthly Production, Daily Average and Peak Day

2024	Lake Dunlap WTP			Wells Ranch WTP			Hays Caldwell WTP		
Date	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG	Total Monthly Production MG	Production Daily Average MG	Production Peak Day MG
Jan-24	240.44	7.76	11.16	269.09	8.68	11.58	71.51	2.31	2.62
Feb-24	227.34	7.84	11.67	252.82	8.72	11.58	61.70	2.13	2.49
Mar-24	268.13	8.65	10.19	244.64	7.89	10.52	65.38	2.11	2.49
Apr-24	247.40	8.25	10.07	256.18	8.54	11.11	62.39	2.08	2.52
May-24	288.43	9.30	11.95	274.79	8.86	11.29	69.20	2.23	2.53
Jun-24	304.60	10.15	11.92	270.84	9.03	11.13	61.21	2.04	2.52
Jul-24	289.12	9.33	11.98	291.73	9.41	11.42	63.39	2.04	2.58
Aug-24	344.59	11.12	13.42	322.86	10.41	11.56	58.96	1.90	2.46
Sep-24	293.31	9.78	11.69	309.97	10.33	11.88	57.87	1.93	2.34
Oct-24	313.88	10.13	11.38	328.80	10.61	11.86	66.18	2.13	2.49
Nov-24	231.77	7.73	9.56	286.43	9.55	11.45	55.88	1.86	2.22
Dec-24									
YTD	3,048.99	9.09	13.42	3,108.15	9.28	11.88	693.67	2.07	2.62

Comments:

Acronyms:

WTP = Water Treatment Plant

MG = Million Gallons

Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

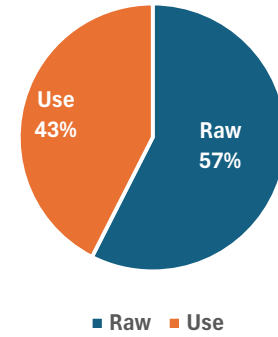
YEAR 2024 (January thru November)

Lake Dunlap WTP

Raw Water Use

	Annual Allocation Acre-feet	YTD Use Acre-feet	Available Acre-feet
GBRA Leased Water	10,575.00	7,666.56	2,908.44
Lake Dunlap Water Rights			
#18-3829	400.00	320.48	79.52
#18-3832-A	44.00	44.00	0.00
#18-3833-B	30.50	30.50	0.00
#18-3834	71.48	71.48	0.00
#18-3834-A	18.52	18.52	0.00
Crystal Clear SUD GBRA Lease	500.00	455.62	44.38
Totals	11,639.50	8,607.16	3,032.34

Lake Dunlap Raw Water Use

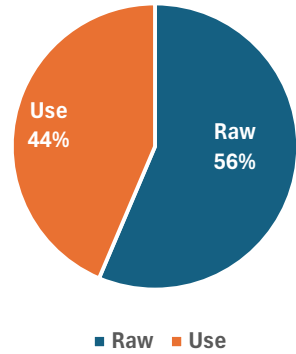


Wells Ranch WTP

Raw Water Use

	Annual Allocation Acre-feet	YTD Use Acre-feet	Available Acre-feet
Guadalupe County			
Carrizo Permit	3,174.68	1,689.40	1,485.28
Wilcox Permit	3,026.00	2,566.32	459.68
Gonzales County			
Carrizo Permit	8,320.05	6,978.66	1,341.39
Totals	14,520.73	11,234.38	3,286.35

Wells Ranch Raw Water Use

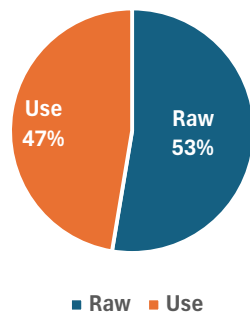


Hays Caldwell WTP

Raw Water Use

	Annual Allocation Acre-feet	YTD Use Acre-feet	Available Acre-feet
GBRA Leased Water	2,038.00	1,832.63	205.37
Hays Caldwell Water Rights			
#18-3887	516.16	77.91	438.25
#18-3889-A	24.00	0.00	24.00
#18-3888-A	320.00	261.27	58.74
Martindale			
#18-3887-D	12.00	10.00	2.00
Totals	2,910.16	2,181.81	728.35

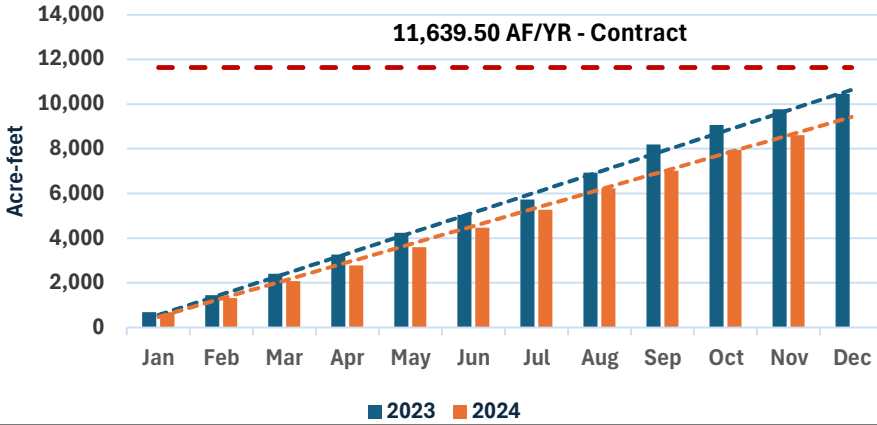
Hays Caldwell Raw Water Use



Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

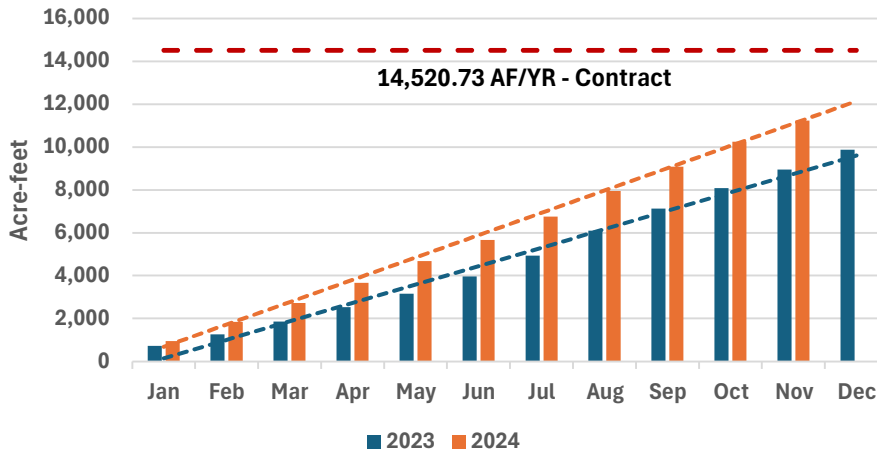
YEAR 2024 (January thru November)

Lake Dunlap - Raw Water Trend



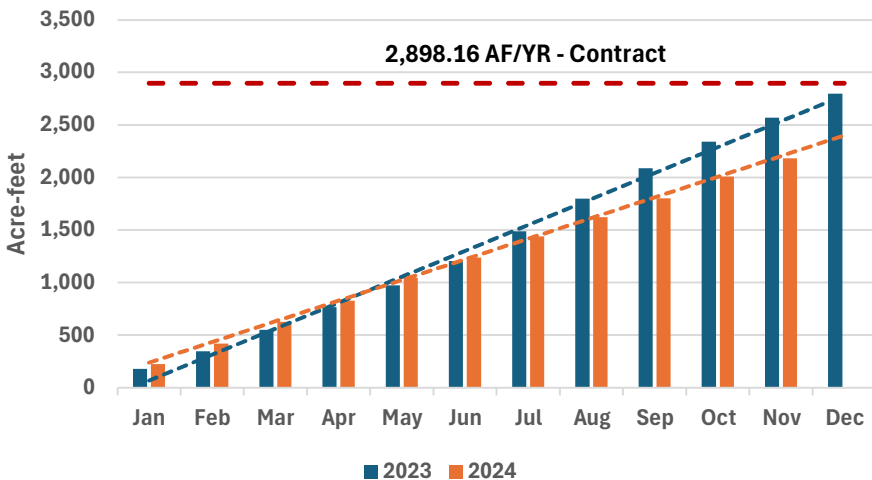
	2023 AF	2024 AF
Jan	686.98	681.87
Feb	751.16	638.35
Mar	967.84	748.85
Apr	855.36	702.67
May	969.72	825.62
Jun	807.93	871.83
Jul	691.85	794.57
Aug	1,204.78	959.87
Sep	1,250.43	794.76
Oct	884.66	926.11
Nov	697.93	663.00
Dec	683.10	0.00
Total	10,451.74	8,607.51

Wells Ranch - Raw Water Trend



	2023 AF	2024 AF
Jan	718.14	951.91
Feb	535.83	894.02
Mar	599.64	876.95
Apr	680.38	943.49
May	618.53	1,006.70
Jun	810.87	994.22
Jul	972.54	1,083.23
Aug	1,156.09	1,192.33
Sep	1,035.74	1,145.63
Oct	952.69	1,165.16
Nov	867.18	980.72
Dec	922.93	0.00
Total	9,870.54	11,234.38

Hays Caldwell - Raw Water Trend



	2023 AF	2024 AF
Jan	180.05	224.91
Feb	167.24	195.07
Mar	203.97	206.16
Apr	215.95	199.93
May	206.53	219.04
Jun	231.36	193.57
Jul	282.16	199.67
Aug	310.95	184.37
Sep	288.52	179.17
Oct	252.25	206.63
Nov	230.09	172.27
Dec	226.51	0.00
Total	2,795.57	2,180.79

Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

YEAR 2024 (January thru November)							
Hays Caldwell Treated Water Monthly Use by Entity							
Treated (Delivered) Water	Month	County Line Acre-feet	Crystal Clear Acre-feet	Martindale Acre-feet	Maxwell Acre-feet	City of San Marcos Acre-feet	Hays Caldwell Total Treated (Delivered) Acre-feet
	Jan-24	84.92	54.88	11.65	71.96	0.00	223.41
	Feb-24	88.55	26.50	7.66	70.17	0.00	192.89
	Mar-24	92.60	29.40	8.47	72.15	0.00	202.62
	Apr-24	95.67	13.93	8.25	75.98	0.00	193.82
	May-24	87.76	38.32	10.06	77.76	0.00	213.90
	Jun-24	78.36	21.40	8.90	81.59	0.00	190.25
	Jul-24	64.00	31.00	7.80	93.97	0.00	196.76
	Aug-24	40.87	33.66	11.39	96.99	0.00	182.91
	Sep-24	47.62	31.81	6.88	93.39	0.00	179.70
	Oct-24	64.52	33.21	10.51	97.46	0.00	205.69
	Nov-24	40.52	35.74	6.41	90.34	0.00	173.01
	Dec-24	0.00	0.00	0.00	0.00	0.00	0.00
	Total Use	785.39	349.84	97.98	921.75	0.00	2,154.96

Lake Dunlap / Wells Ranch Treated Water Use by Entity							
Treated (Delivered) Water	Month	East Central Acre-feet	Green Valley Acre-feet	Cibolo Acre-feet	Springs Hill Acre-feet	Crystal Clear Acre-feet	*Lake Dunlap / Wells Ranch Sub-Total (1) Acre-feet
	Jan-24	195.87	439.57	146.29	191.74	81.78	1,055.26
	Feb-24	187.81	374.85	148.55	168.97	79.81	959.98
	Mar-24	188.15	417.29	178.94	203.70	74.23	1,062.31
	Apr-24	193.99	418.46	181.83	217.10	85.90	1,097.27
	May-24	221.95	469.93	209.82	187.90	67.24	1,156.84
	Jun-24	253.82	475.08	218.45	202.44	91.89	1,241.68
	Jul-24	262.66	430.97	211.11	196.26	86.82	1,187.83
	Aug-24	282.65	567.42	254.09	205.69	94.36	1,404.22
	Sep-24	183.24	524.46	228.28	192.01	93.67	1,221.66
	Oct-24	197.91	562.19	246.73	196.95	102.81	1,306.58
	Nov-24	133.51	451.03	191.41	138.78	77.41	992.14
	Dec-24	0.00	0.00	0.00	0.00	0.00	0.00
	Total Use	2,301.57	5,131.25	2,215.50	2,101.54	935.90	12,685.77

*See next page for Lake Dunlap Wells Ranch Treated Water Use by Entity Total.

Lake Dunlap WTP / Wells Ranch WTP / Hays Caldwell WTP Usage Report

YEAR 2024 (January thru November)							
Lake Dunlap / Wells Ranch Treated Water Monthly Use by Entity							
Treated (Delivered) Water	Month	SAWS Acre-feet	Marion Acre-feet	Converse Acre-feet	**Lake Dunlap / Wells Ranch Sub-Total (2) Acre-feet	*Lake Dunlap / Wells Ranch Sub-Total (1) Acre-feet	Lake Dunlap / Wells Ranch Total Acre-feet
	Jan-24	471.43	11.92	26.88	510.23	1,055.26	1,565.49
	Feb-24	401.17	11.21	30.01	442.40	959.98	1,402.39
	Mar-24	532.87	8.40	31.39	572.66	1,062.31	1,634.97
	Apr-24	500.76	7.37	31.57	539.70	1,097.27	1,636.97
	May-24	542.93	10.34	34.11	587.38	1,156.84	1,744.22
	Jun-24	530.10	2.51	33.54	566.15	1,241.68	1,807.83
	Jul-24	527.31	4.76	34.98	567.05	1,187.83	1,754.88
	Aug-24	578.15	11.72	35.72	625.60	1,404.22	2,029.81
	Sep-24	579.56	14.09	34.14	627.79	1,221.66	1,849.45
	Oct-24	589.68	15.53	34.08	639.29	1,306.58	1,945.87
	Nov-24	515.16	12.09	37.10	564.35	992.14	1,556.49
	Dec-24	0.00	0.00	0.00	0.00	0.00	0.00
	Total Use	5,769.14	109.93	363.53	6,242.60	12,685.77	18,928.37

*Sub-Total (1) from previous page - East Central, Green Valley, Cibolo, Springs Hill, and Crystal Clear

**Sub-Total (2) from current page - SAWS, Marion, and Converse.

Entity Percentage Use Treated Water				
	Entity	LD/WR/HC Contract Acre-feet	YTD Use Acre-feet	% Used
	Cibolo	3,210.93	2,215.50	69.0%
	Converse	500.00	363.53	72.7%
	County Line	1,058.00	785.39	74.2%
	Crystal Clear - LD	1,292.39	935.90	72.4%
	Crystal Clear - HC	500.00	349.84	70.0%
	East Central	2,400.00	2,301.57	95.9%
	Green Valley	7,455.68	5,131.25	68.8%
	Marion	300.00	109.93	36.6%
	Martindale	120.00	97.98	81.7%
	Maxwell	1,230.00	921.75	74.9%
	Springs Hill	2,550.00	2,101.54	82.4%

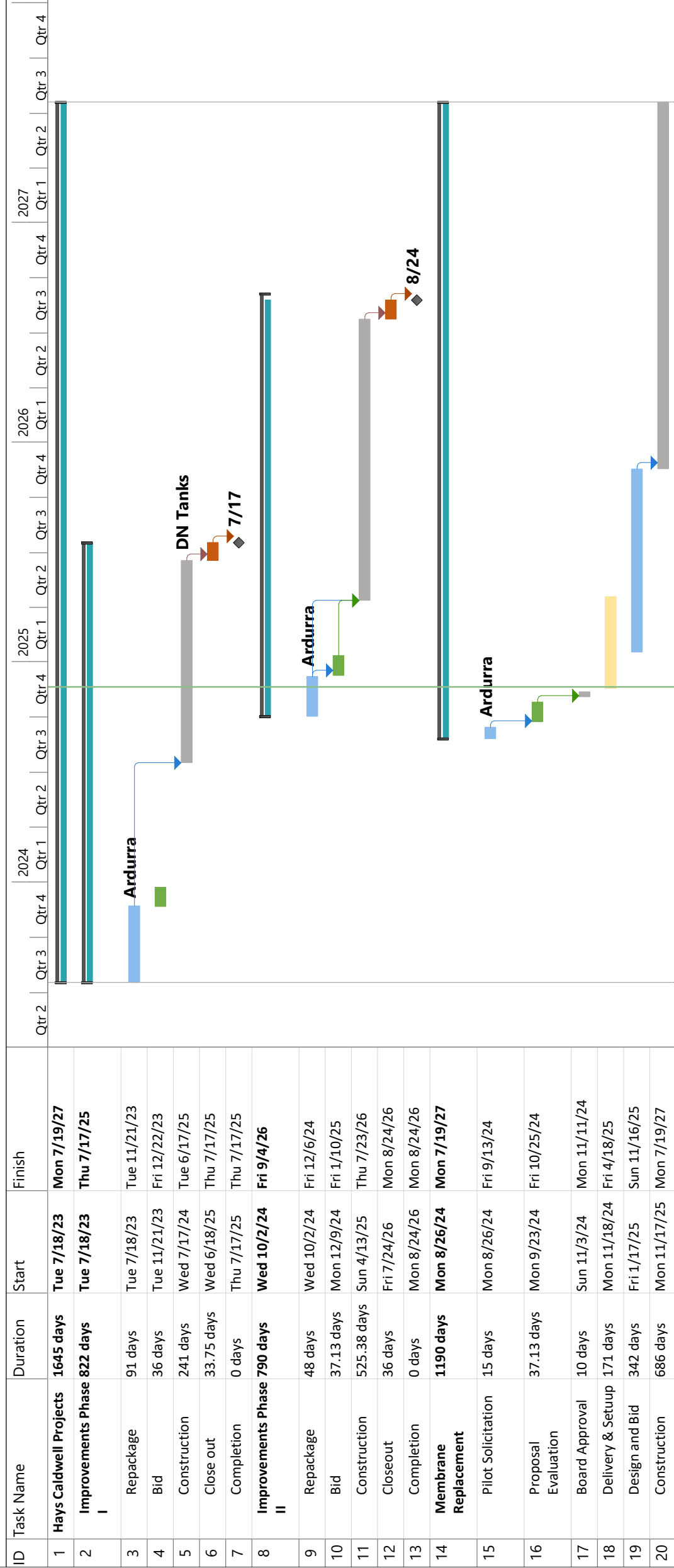
Lake Dunlap Water Treatment Plant

ID	Task Name	Duration	Start	Finish
1	Lake Dunlap Projects	637 days	Mon 8/12/24	Sun 3/1/26
2	Filter Strainers	294.88 days	Mon 8/12/24	Thu 5/1/25
3	Design	85 days	Mon 8/12/24	Fri 12/6/24
4	Bid	40 days	Mon 12/9/24	Mon 1/13/25
5	Construction	100 days	Thu 1/23/25	Mon 4/21/25
6	Close out	8 days	Thu 4/24/25	Thu 5/1/25
7	Completion	0 days	Thu 5/1/25	Thu 5/1/25
8	Nanostone Improvements	546 days	Fri 11/1/24	Sun 3/1/26
9	Design	150 days	Fri 11/1/24	Thu 5/29/25
10	Bid	30 days	Fri 5/30/25	Wed 6/25/25
11	Construction	250 days	Wed 6/25/25	Mon 2/2/26
12	Close out	30 days	Mon 2/2/26	Sun 3/1/26
13	Completion	0 days	Sun 3/1/26	Sun 3/1/26

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Project: Lake Dunlap Timeline
Date: Wed 11/20/24

CRWA - Hays Caldwell Timeline



Project: Hays Caldwell Timeline
Date: Wed 11/20/24

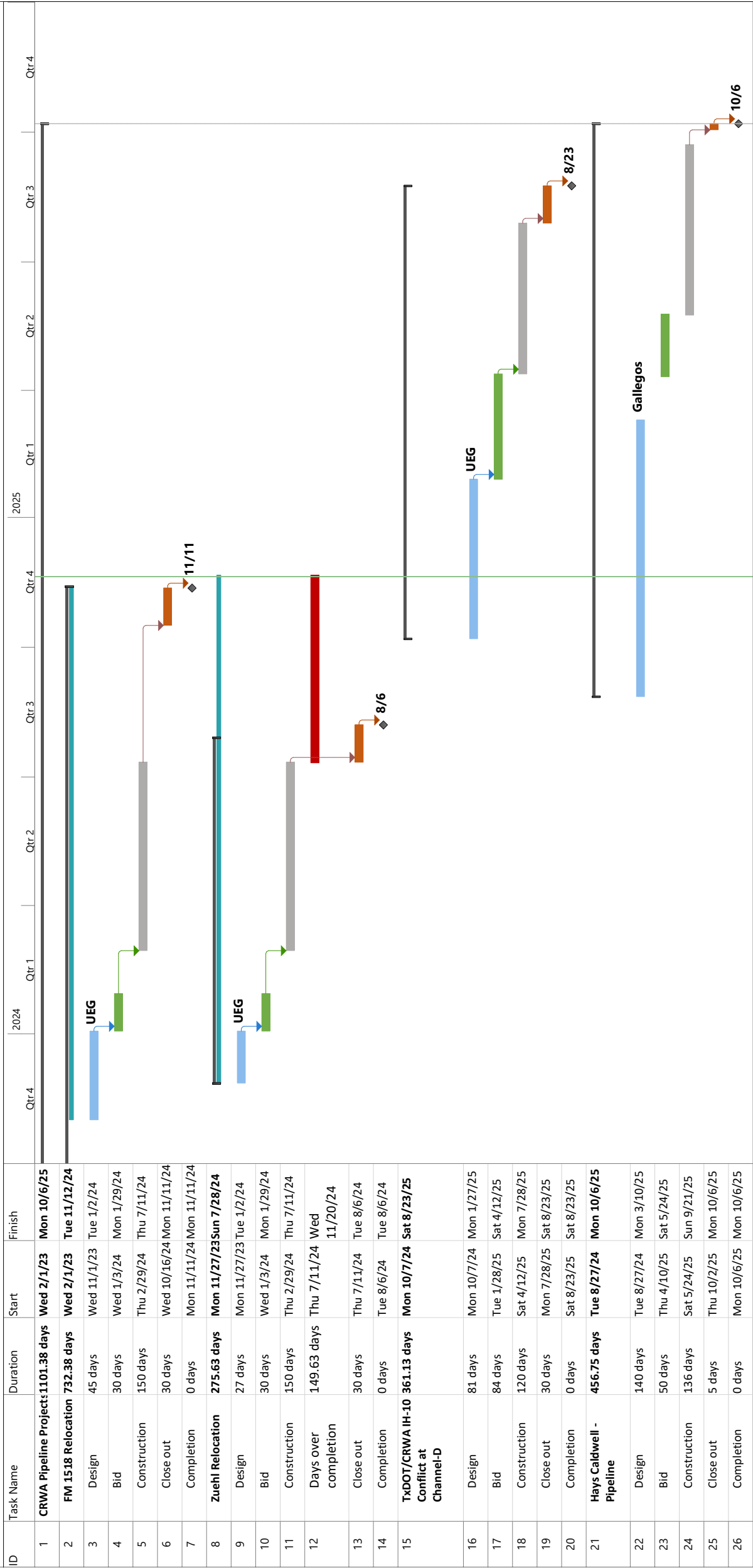
Task	Inactive Task	Manual Summary Rollup	External Milestone
Split	Inactive Milestone	Manual Summary	Deadline
Milestone	Inactive Summary	Start-only	Progress
Summary	Manual Task	Finish-only	Manual Progress
Project Summary	Duration-only	External Tasks	

ID	Task Name	Duration	Start	Finish	2025	2026
					Qtr 3 Qtr 4 Qtr 1 Qtr 2 Qtr 3 Qtr 4	Qtr 1 Qtr 2 Qtr 3
1	Wells Ranch Projects	783.75 days	Thu 8/1/24	Sun 6/28/26	[Gantt bar spanning from Qtr 3 2025 to Qtr 3 2026]	
2	WR - Phase III Well #2 & #14	457 days	Thu 8/1/24	Thu 9/11/25	[Gantt bar spanning from Qtr 3 2025 to Qtr 3 2026]	
3	Design	84 days	Thu 8/1/24	Mon 10/14/24	[Gantt bar in Qtr 3 2025]	
4	Bid	23 days	Mon 10/14/24	Mon 11/4/24	[Gantt bar in Qtr 3 2025]	
5	Construction	320 days	Mon 11/4/24	Fri 8/15/25	[Gantt bar spanning from Qtr 3 2025 to Qtr 3 2026]	
6	Close out	30 days	Fri 8/15/25	Thu 9/11/25	[Gantt bar in Qtr 3 2025]	
7	Completion	0 days	Thu 9/11/25	Thu 9/11/25	[Gantt bar in Qtr 3 2025]	
8	Wells Ranch Generator	750 days	Sat 8/31/24	Sun 6/28/26	[Gantt bar spanning from Qtr 3 2025 to Qtr 3 2026]	
9	Design	270 days	Sat 8/31/24	Sun 4/27/25	[Gantt bar spanning from Qtr 3 2025 to Qtr 3 2026]	
10	Bid	75 days	Mon 4/28/25	Thu 7/3/25	[Gantt bar in Qtr 3 2025]	
11	Construction	375 days	Thu 7/3/25	Mon 6/1/26	[Gantt bar spanning from Qtr 3 2025 to Qtr 3 2026]	
12	Close out	30 days	Tue 6/2/26	Sun 6/28/26	[Gantt bar in Qtr 3 2026]	
13	Completion	0 days	Sun 6/28/26	Sun 6/28/26	[Gantt bar in Qtr 3 2026]	

Project: Wells Ranch Time Line
Date: Wed 11/20/24

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			

CRWA Pipeline Projects



Project: CRWA Pipeline Projects
Date: Wed 11/20/24

	Task		Start-only		Deadline
	Split		Finish-only		Progress
	Milestone		External Tasks		Manual Progress
	Summary		Manual Summary		External Milestone

Memo

To: Kerry Averyt, General Manager
Canyon Regional Water Authority

From: Yue Sun, P.E., BCEE

Date: November 22, 2024

Re: Project Status Report for:
Hays Caldwell WTP Improvements
Hays Caldwell WTP Membrane Replacement
Wells Ranch WTP Improvements
TWDB Funding Applications

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

HC WTP Facility Improvements:

- Phase 1 Construction Status
 - Received 62 submittals and 59 have been reviewed and returned.
 - Received 5 RFIs and all have been reviewed and returned.
 - Reviewed and approved pay app No. 1 and pay app No. 2.
 - Continued misc. coordination with CMCI team and general contractor.
- Phase 2 Ozone Improvements
 - Ardurra is preparing a bid package for Phase 2 – Ozone Improvements for the advertisement before the end of 2024. The scope includes ozone building, ozone equipment, LOX tank and pad, off gas structure, piping to convey membrane filtrate through ozone system to the new GST, and associated electrical, instrumentation control and SCADA, structural, building mechanical and site civil improvements.
 - Continued misc. coordination with design team and CRWA staff.
 - The proposed bidding schedule is as follows:

Bidding Activity	Proposed Date
<i>Final bid-ready submission to CRWA</i>	<i>11/25/2024</i>
<i>1st advertisement</i>	<i>11/26/2024</i>
<i>2nd Advertisement</i>	<i>12/3/2024</i>
<i>Pre-bid meeting/site visit</i>	<i>12/5/2024, 2:00pm</i>
<i>Bid Opening</i>	<i>1/10/2024, 2:00pm</i>
<i>Recommendation of Award Letter</i>	<i>1/17/2025</i>

- With Phase 1 GST Improvements under construction and Phase 2 Ozone Improvements to be advertised, the remaining major improvements components of the HC WTP Expansion include:
 - Raw Water Pump Station and Intake
 - Chemical Feed and Storage
 - Raw Water Electrical Building
 - Existing GST Rehabilitation
 - High Service Pump Station Improvements
 - New HSPS Generator
 - Clarifier Splitter Box
 - New Clarifier No. 3
 - Recycle Pump Station
 - Decant Pump Station and Decant Ponds
 - Miscellaneous civil, yard piping, and site electrical improvements

HC WTP Membrane Replacement Project:

- Ardurra completed review of all four (4) SOQ packages received and discussed evaluation with CRWA on 10/29/24.
- CRWA team is currently conducting internal reviews of the SOQ.

Wells Ranch WTP Improvements:

- The 90% deliverable (drawings, specs, OPCC) was submitted to CRWA on November 18, 2024. The 90% review meeting has been scheduled for December 12, 2024.
- Project schedule update is listed below:
 - Bid Set ready on Friday 1/17/25
- Long lead time equipment is listed below:

Location	Equipment Type	Estimated Lead Time

Wagner BPS	ATS	76 Weeks
Dead Man Well	ATS	40 Weeks
Deer Stand Well	ATS	40 Weeks
Wells Ranch WTP Service No.1	Main Breaker Section & MLO Section (Siemens)	60 Weeks
	ATS	60 Weeks
Wells Ranch WTP Service No.2	ATS	60 Weeks

HC WTP TWDB SWIFT Application:

- TWDB Board approved this application on July 23, 2024. CRWA decided not to pursue.

TWDB DWSRF Application:

- Project Information Form (PIF) submitted on March 1, 2024.
- Two separate PIFs, one for HC WTP Expansion (Phase 2 +Membrane), and one for Pipeline.
- Public comment period ended August.
- TWDB held a board meeting on November 6, 2024 to review and approve SFY 2025 DWSRF Intended Use Plan. Both CRWA HC WTP and Pipeline projects are on the approved intended use plan list.

Project Status Report to Canyon Regional Water Authority

Reporting Date: November 22nd, 2024

Project Name: Hays / Caldwell Water Treatment Plant Improvements, Phase 1

Project Manager: Douglas Bell, P.E. **Lead Technical Professional:** Christopher Weeks, P.E.

Construction Administrator: Cobb, Fendley & Associates, Inc.

Design Consultant: Ardurra Group, Inc.

General Contractor: DN Tanks, L.L.C.

Overall Scope of Work on this Project:

1. Construct one new 1.0 MG post-tensioned concrete Finished Water Ground Storage Tank.
2. Provide site grading; drainage swales; driveway culverts; a bio-retention cell with associated piping and vegetation; chain link fencing with gates; and site restoration.
3. Install yard piping modifications and improvements.
4. Construct driveway and roadway improvements.
5. Provide miscellaneous civil site improvements including site demolition, erosion control, and concrete foundations.
6. Provide miscellaneous electrical and instrumentation / controls improvements at the WTP.

Construction Schedule:

The General Contractor's Schedule for Construction of the Ground Storage Tank and associated appurtenances is provided for review as Attachment No. 1 to this Project Status Report. It was updated by the Contractor on October 22nd, 2024; however, it does not reflect the currently projected mobilization date of December 9th, 2024 for DN Tanks field personnel to begin work on construction of the tank foundation structure.

Completed Work Items To-Date (General):

- Erosion and Sedimentation Control Measures installed at the jobsite.
- Existing pavement, fencing, and trees removed from the Project Area.
- Native soil beneath proposed Tank Foundation Pad excavated to a depth of six vf and then backfilled, layered, rolled, watered, and compacted to a depth of three vf. Select fill material backfilled, layered, rolled, watered, and compacted to a depth of three vf on top of the compacted native soil layer. Crushed limestone granular fill leveling base installed, rolled, and compacted to a depth of 0.5 vf on top of the compacted select fill layer to finalize preparation of the Pad for construction of the Tank Foundation Structure.
- GST Laydown / Casting / Winding Track installed at the jobsite.

Near-Term Scheduled Work Items (General):

- Conduct hydrostatic testing of under slab piping (Est. Start: 26 Nov 24 / Est. Finish: 27 Nov 24)
- Pour concrete for pipe pit (Est. Start: 27 Nov 24 / Est. Finish: 28 Nov 24)
- DN Tanks Mobilize and Setup Jobsite (Est. Start: 9 Dec 24 / Est. Finish: 13 Dec 24)

Summary of Geotechnical Testing and Analysis completed To-Date:

- Classification and Testing of Flexible Base for use in construction of Streets (Including: Moisture-Density Relationship Test; Sieve Analysis; Atterberg Limits).
- Classification and Testing of General Fill Material for use in construction of Pad beneath Tank Foundation Structure (Including: Moisture-Density Relationship Test; Sieve Analysis; Atterberg Limits).

No Change Since Last Report.

Summary of Notes from Field Inspections completed To-Date:

- Keeley Construction Company's Foreman (Chris Kubala) was not aware of when foundation forming crew would be onsite to begin foundation. Keeley will be using a different crew for this work.
- RHSI will need to receive and review approved submittal documents for reinforcement placement and foundation details.
- Jonathan Stein (RHSI Inspector) will return to the jobsite when Contractor's concrete foundation forming crew moves in.

No Change Since Last Report.

Site Photos of Work Items completed To-Date:

No Change Since Last Report.

Monthly Construction Progress Meeting:

- Construction Progress Meeting No. 01 was held on November 14th at the CRWA Lake Dunlap Office Building. A copy of the Minutes from that meeting is provided for review as Attachment No. 2 to this Project Status Report.

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish
1 - Administration/ Submittals/ Engineering							
A3230	Obtain FAA Permit	30	26	17-Jul-24	21-Oct-25	17-Jul-24	06-Aug-24
A2350	Notice to Proceed	0	0	17-Jul-24	06-Aug-24	17-Jul-24	01-Oct-24
A2820	Administrative - Subcontracts Contract Preparation/ Execution	30	0	17-Jul-24	01-Oct-24	17-Jul-24	03-Oct-24
A2210	Tank Final Design Submittal	30	0	01-Aug-24	03-Oct-24	01-Aug-24	23-Aug-24
A2830	Obtain SWPPP Permit	30	0	23-Aug-24	23-Aug-24	23-Aug-24	04-Oct-24
A2220	Tank Final Design Submittal Review/ Approval	12	11	04-Oct-24	08-Nov-24	04-Oct-24	
A2330	Contract Duration 365 Days	365	365	22-Oct-24	21-Oct-25		
A3180	Punchlist	30	30	22-May-25	17-Jul-25		
A3440	Projected Substantial Completion	0	0		28-May-25		
A3430	Contractual Substantial Completion Date 06/16/2025	0	0		16-Jun-25*		
A2940	Contractual Final Completion 7/16/2025	0	0		16-Jul-25*		
A3170	Projected Final Completion	0	0		17-Jul-25		
2 - Procurement							
A2230	Keelley Procure Tank Understair Yard Pipe	60	20	23-Sep-24	25-Nov-24	23-Sep-24	26-Aug-24
A3420	Keelley Procure Valves	128	20	23-Sep-24	25-Nov-24	23-Sep-24	08-Oct-24
3 - Site Work							
A2770	Install SWPPP	4	0	26-Aug-24	26-Aug-24	26-Aug-24	26-Aug-24
A3380	Remove Existing Fence	2	0	26-Aug-24	26-Aug-24	26-Aug-24	27-Aug-24
A2880	Tank Excavation to Subgrade	10	0	30-Aug-24	03-Sep-24	30-Aug-24	03-Sep-24
A3400	Remove & Re-Compact 3'-0" of Native Soil	8	0	04-Sep-24	11-Sep-24	04-Sep-24	11-Sep-24
A3220	Install Select Fill	10	0	12-Sep-24	13-Sep-24	12-Sep-24	13-Sep-24
A2860	Install/ Grade Leveling Base	5	5	14-Sep-24	30-Oct-24	14-Sep-24	20-Sep-24
A1900	Install GST Laydown/ Casting/ Winding Track	10	0	17-Sep-24	25-Sep-24	17-Sep-24	
A3360	Remove Existing Trees	3	3	22-Oct-24	25-Oct-24		
A3390	Remove Existing H/MAC	2	2	28-Oct-24	29-Oct-24		
A3350	Remove Existing Pavement Drive	8	0	30-Oct-24	12-Nov-24		
A3370	Install Understair Piping	6	6	26-Nov-24	09-Dec-24		
A3280	CRWA-TW-A1	8	0	21-Mar-25	04-Apr-25		
A3290	CRWA-TW-A2	4	0	04-Apr-25	11-Apr-25		
A3300	CRWA-TW-B1	6	0	11-Apr-25	22-Apr-25		
A3330	Concrete Pavement at Gate	8	0	17-Apr-25	30-Apr-25		
A3310	CRWA-TW-B2	2	2	22-Apr-25	25-Apr-25		
A3320	CRWA-EQ	4	0	25-Apr-25	02-May-25		
A3340	Gravel Pavement	8	0	02-May-25	16-May-25		
A3410	Tank Backfill	4	0	02-May-25	09-May-25		
A2870	Install Overflow Structure & Rip Rap Channel	10	10	09-May-25	28-May-25		
A2900	Site Restoration	8	0	29-May-25	11-Jun-25		
A3200	Temp Irrigation Install	2	2	12-Jun-25	16-Jun-25		
A3190	Hydroseeding	2	2	17-Jun-25	19-Jun-25		
A3210	Establish Vegetation	13	13	20-Jun-25	16-Jul-25		
4 - Tank Construction							
A1140	DN Tanks Mobilize & Setup Jobsite	3	0	26-Nov-24	03-Dec-24		
A1160	Mill Lumber	4	0	02-Dec-24	06-Dec-24		
A1170	Build Casting Beds	4	0	09-Dec-24	13-Dec-24		
A1180	Install Footing Form	2	0	09-Dec-24	11-Dec-24		
A1190	Install Floor/Footing Reinforcing	4	0	11-Dec-24	18-Dec-24		
A1220	Seam Diaphragm	2	0	11-Dec-24	13-Dec-24		

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

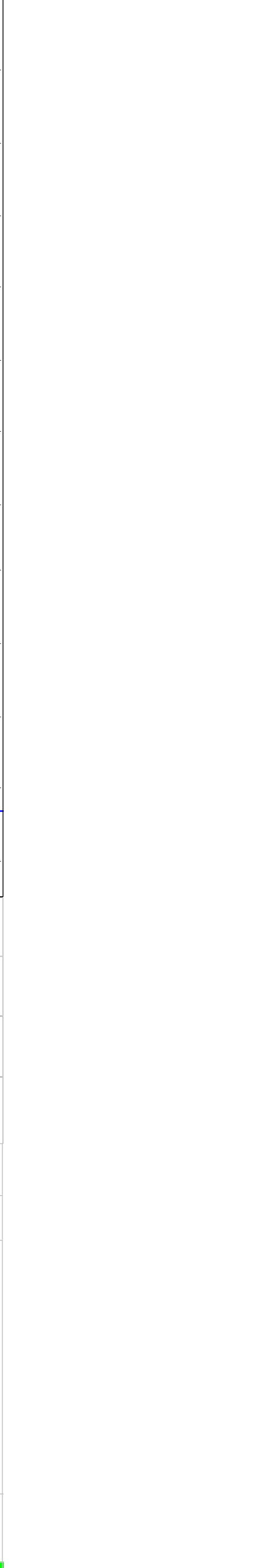
Critical Remaining Work

Milestone

Summary

Revision		Date	
Schedule Update - 10-22-2024		22-Oct-24	Checked
			Approved

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish	Schedule Update 10-22-2024															
								October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025				
A1230	Form/Pour/Strip Wall & Dome Panels	10		16-Dec-24	10-Jan-25			16	23	30	07	14	21	28	04	11	18	25	01	08	15	22	29
A1200	Install Waterstop/ OC Floor	2		18-Dec-24	23-Dec-24																		
A1210	Pour Floor	1		23-Dec-24	02-Jan-25																		
A1240	Layout & Erect Dome Shoring	4		02-Jan-25	09-Jan-25																		
A1250	Erect Wall & Dome Panels	4		10-Jan-25	17-Jan-25																		
A1260	Erect Wall Slabs	2		17-Jan-25	22-Jan-25																		
A1270	Pour Wall Slabs	1		23-Jan-25	24-Jan-25																		
A2500	Place Dome Ring Concrete	1		24-Jan-25	27-Jan-25																		
A2270	Strip Dome Ring	2		27-Jan-25	29-Jan-25																		
A1280	Shoot Corewall	2		30-Jan-25	03-Feb-25																		
A1290	Wirewind Dome Ring	3		30-Jan-25	04-Feb-25																		
A1300	Wirewind Wall Pre-Cove	3		04-Feb-25	07-Feb-25																		
A1310	Strip Shoring	4		07-Feb-25	14-Feb-25																		
A1000	Prepare and Pour Cove	2		14-Feb-25	20-Feb-25																		
A1330	Wirewind Wall Post Cove	4		20-Feb-25	27-Feb-25																		
A1340	Shoot Covercoat/Nozzle Finish	4		27-Feb-25	06-Mar-25																		
A1350	Prep/Apply Tamms Coating to Dome and Walls	4		06-Mar-25	13-Mar-25																		
A1360	Install Appurtenances	3		13-Mar-25	18-Mar-25																		
A1970	Tank Crew Load Out and Demobilize	2		19-Mar-25	21-Mar-25																		
A3070	Disinfect/Fill & Leak Test Tank	8		02-May-25	16-May-25																		
5 - Electrical																							
A2570	Ductbank to PLC	4		21-Mar-25	28-Mar-25																		
A3240	Tank Level Transmitter and Sensor Install	2		21-Mar-25	25-Mar-25																		
A2360	Ductbank to Fence & Gate Operator	6		28-Mar-25	08-Apr-25																		
A2560	Install Grounding Ring	5		28-Mar-25	07-Apr-25																		
A2550	Electrical Control Panel at Tank	10		07-Apr-25	24-Apr-25																		
A3250	Ductbank to Keypad 1	2		09-Apr-25	11-Apr-25																		
A3260	Ductbank to Keypad 2	2		14-Apr-25	16-Apr-25																		
A3270	Installation of Keypad 1 & 2	2		01-May-25	05-May-25																		
6 - Existing Tank Retrofit																							
A2970	Install 24" Penetrations	12		21-Mar-25	11-Apr-25																		
7 - Fence Installation																							
A2320	Fence Installation	35		21-Mar-25	22-May-25																		
A3090	Install Gate and Operator	25		21-Mar-25	05-May-25																		
A3090	Install Gate and Operator	10		05-May-25	22-May-25																		



Revision		Date	Checked	Approved
Schedule Update - 10-22-2024		22-Oct-24		

Remaining Level of Effort
 Actual Level of Effort
 Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone
 Summary

Hays Caldwell WTP Improvements Project – Phase 1 (1.0 MG Ground Storage Tank and Appurtenances)

Construction Progress Meeting No. 01 Minutes

November 14th, 2024 – 9:00 AM Meeting at Canyon Regional Water Authority Lake Dunlap Office

1. Attendance Sign-In Sheet

- All attendees introduced themselves, providing their names, affiliations, and roles in the project. Attendance Sign-In Sheet is attached to this document.

2. Review and Comment on Previous Construction Progress Meeting Minutes

- Not applicable; this is the first Construction Progress Meeting.

3. General Issues / Announcements

- None.

4. Construction Progress Since Last Monthly Meeting

- Security fence installed.
- Tank foundation pad excavated, select fill placed, and compacted.
- Tank pad is 90% prepared.
- Project was on hold, but the foundation pipe will be available at the end of next week.
- Keeley (Subcontractor) will remobilize next week.
- Excavate pipe encasements and set the pipe under the tank floor.
- Fine grade the leveling base.
- Bring the winding track to grade.
- Don Fugate (Superintendent) will arrive at Site on December 4th.
- Tank erection will begin around December 9th.
- Project is on schedule.

5. Three Week Look-Ahead Construction Plan

- No potential “Bottlenecks” in the Construction Schedule.
- No anticipated changes to the Construction Schedule.
- No anticipated reasons currently for any delays to the Construction Schedule.

6. Overall Construction Schedule Overview

- Used 120 days of 365 days Contract time, which equates to 32.9%.
- NTP: July 17th, 2024
- Contract Substantial Completion Date: June 16th, 2025.
- Scheduled Contract Final Completion Date: July 17th, 2025
- No Project Task Items that are significantly ahead of or behind schedule.

7. Quality Control

- All geotechnical reports indicate that subgrade and pad materials for Tank Foundation passed QC testing.

- DM Tanks to submit an approval letter (that they have) from the Geotechnical Engineer to the Engineer of Record. [Action Item]

8. Submittals and Submittal Log

- To date, 59 Submittals have been received. 5 Submittals have been returned to the Contractor for revision and resubmittal. 1 Submittal is awaiting Engineer's review pending Contractor's Deliverable. Currently 2 Submittals are under review.
- DN Tanks anticipates that no New Submittals are pending.
- DM Tanks confirmed that the 48-inch Roof Hatch will not impact the structural design.
- DM Tanks will combine related submittals into one document. [Action Item]

9. RFIs / Contract Clarifications

- To date, 5 total RFIs have been received. 0 RFIs currently under review.
- Canyon Regional Water Authority (Kerry Averyt) requested that the RFI status be added to the minutes.
- The Engineer of Record offered to provide Submittal and RFI Logs to the Construction Administrator (Chris Weeks) prior to the next Construction Progress Meeting. [Action Item]

10. Contract Modifications and Change Orders

- To date, no Contract Modifications have been executed.
- Concerns about the perimeter fence design were raised, but it was thought that the issue was resolved.
- Canyon Regional Water Authority (Kerry Averyt) wants to add an aeration and ventilation system to the new and existing Ground Storage Tanks. This will require a Contract Change Order.
- The Engineer of Record will work with their team to see if the tank panel construction can proceed without the aeration and ventilation system design being complete at this time.

11. Pay Applications

- Pay Application Nos. 1 and 2 were sent to Ardurra by CobbFendley for review and signature on November 4th, 2024.
- Canyon Regional Water Authority (Kerry Averyt) will investigate to see if the checks for payment to the Contractor are ready for distribution. [Action Item]
- DM Tanks will send the AIS Compliance and Davis-Bacon Wage Rate Certificates retroactively for the previous two Pay Applications and will include them with all future pay applications. [Action Item]
- DM Tanks will send the monthly construction schedule updates with all future Pay Applications. [Action Item]
- DM Tanks will send "red line" markups of the drawings along with each Pay Application to show changes and installation progress during construction. [Action Item]
- DM Tanks will mark a set of drawings as "As Built" and send them for the first two Pay Applications. [Action Item]
- DM Tanks will coordinate with the RHSI Inspector to verify installed quantities before sending the Pay Application to the Construction Administrator (Chris Weeks) for review. [Action Item]

12. Safety / Security Issues

- No safety incidents, or "near misses" at the jobsite since the last Progress Meeting.
- No observed safety hazards or concerns at the jobsite.
- No breaches of Site Security noted since the last Progress Meeting.

- DM Tanks confirmed that they will run a safe and organized job site.

13. Risk Management

- Potential for site inundation in a 100-year flood event.
- DM Tanks will monitor the situation.
- Security concerns were expressed due to the location of the project.

14. Problem, Conflicts, or Claims of Changed Conditions

- No challenges of coordination between different Trades or Stakeholders.

15. As-Builts / Close Out Items

- Punch List Items and a tentative timeline for resolution.
- Operations and Maintenance Manuals.
- “Redline” Markups from Contractor to Engineer for production of Record Drawings.

16. Action Items/ Open Discussion

- DM Tanks asked about any special inspections required; the Engineer of Record will check the permit documents.
- DM Tanks asked about work restrictions; there are no known work restrictions.
- DM Tanks asked about requirements for daily look-ahead schedules or photos; the Engineer of Record will check the specifications.
- The parties agreed that the RHSI Inspector's photos would be sufficient for documentation; the Engineer of Record confirmed the requirement for DN Tanks to provide some construction progress photos during the project.

17. Adjournment






- **Next Scheduled Meeting – December 12th, 2024**

Hays Caldwell WTP Improvements Project – Phase 1 (1.0 MG Ground Storage Tank and Appurtenances)

Construction Progress Meeting No. 01

November 14th, 2024

SIGN-IN SHEET

PRINTED NAME	ORGANIZATION	PHONE NUMBER	EMAIL ADDRESS	SIGNATURE (IF IN ATTENDANCE)
1. CHRISTOPHER WEEKS	COBBFENDLEY	(912) 834-4335	CHRISTOPHER.WEEKS@COBBFENDLEY.COM	
2. JASON PHILLIPPI	DN TANKS	817-475-5267	jasm.phillippi@dntanks.com	
3. Preston Sidwell	DN Tanks	214-970-5215	preston.sidwell@dntanks.com	
4. KERRY AVERY	CRWA	830-609-0543	KAVERT@CRWA.COM	
5. Adam Telfer	CRWA	830-609-0543	adam@crwa.com	
6. Don Fugate	DNTanks	781-557-8533	don.fugate@dntanks.com	Don Fugate
7. Yue Sun	Ardurra	713.208.9463	ysun@ardurra.com	Yue Sun
8. Celine Nicolas	Ardurra	832.419.6658	cnicolas@ardurra.com	Celine Nicolas
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				



GALLEGOS ENGINEERING, INC.

Firm No. F-003084

P.O. BOX 690067
SAN ANTONIO, TEXAS 78269

210-641-0812 PH

NOVEMBER 2024 MONTHLY REPORT

DATE: November 22, 2024

TO: Kerry Averyt, General Manager
Canyon Regional Water Authority

FROM: Richard M. Gallegos, P.E.
President, Gallegos Engineering, Inc.

SUBJECT: Hays/Caldwell Reedville 12" Pipeline, PHASE 1

As the Right of Way is being worked on and acquired, we have begun working on the contract specifications including the technical specifications and should have them complete by the end of December 2024. The only item that will be outstanding in the specifications will be the bid proposal quantities which will be completed when the design plans are completed.

We are awaiting word on the pipeline alignment easements being considered "set" or considered near final to begin the design plans and have been told we should know this by mid-December 2024. We plan to begin the construction plans as previously scheduled in mid-December 2024.

At the time of this memo the overall project is currently on schedule.



13750 San Pedro Ave.
Suite 350
San Antonio, TX 78232
TEL 210.447.6250
www.GarverUSA.com

Canyon Regional Water Authority Lake Dunlap WTP Improvements

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

From: Greg Swoboda, PE

Date: November 22, 2024

RE: Lake Dunlap WTP Imp Project
Project Status Report

Below is a status update for the Lake Dunlap WTP Improvements.

Strainer Improvements

1. Garver provided strainer procurement specifications to CRWA.
 - a. CRWA provided front end comments.
 - b. Strainers have been incorporated into the Contractors package.
 - c. Garver will address CRWA comments in the construction package.
2. Garver continues to progress the construction (Contractor package) drawings and specifications.
 - a. Garver delivered 90% documents to CRWA on 11/1.
 - b. Garver held a 90% workshop on 11/7/24 at CRWA.
 - c. The 90% OPCC was higher than the original estimate because of the following:
 - i. The temporary installation was not originally considered. Keeping the original equipment running and minimizing shutdowns requires both systems to remain operational before demolition can be started in the existing strainer room.
 - ii. The UF feed piping has critical hydraulic bottlenecks that must be addressed to achieve the capacity goals of the project.
3. Garver and CRWA value engineered the project to help control costs. Key value ideas include:
 - a. Leasing temporary piping.
 - b. Consider using temporary prefabricated concrete beams for pipe support instead of fabricated steel supports.
 - c. CRWA to check potential available piping (24") from CRWA for the temporary piping.

- d. Consider reusing existing motor starters/drives for the new backwash pumps to save cost.
 - e. Revising the UF feed line design to improve constructability and pipe supports.
 4. Garver is incorporating CRWA comments into a 100% design package.
 5. Potential contractors have been identified for contractor outreach to generate interest in the project.
 6. Garver and CRWA met with an HDPE pipe manufacturer to discuss the project and possible value engineering ideas.
 - a. HDPE supplier recommended using a thicker but more available pipe classification to improve pipe material availability.
 7. Garver plans to submit 90% client comment incorporated plans and specifications to TCEQ for review in late November.
 8. Garver requested geotechnical information from CRWA. CRWA noted to Garver that they do not have geotechnical information.
 9. Garver has requested the following information from CRWA:
 - a. Control network architecture information.
 10. Upcoming Work
 - a. After 90% comment incorporation, Garver to release plans to TCEQ for review and potential approval to construct (this may not be required but will be determined by TCEQ). Planned TCEQ Delivery is late-November.
 - b. Two Month Outlook:
 - c. Planned advertise date – 1st week December 2024
 - d. Planned Prebid meeting – 2nd week December 2024
 - e. Planned Bid opening - 2nd week January 2025
 - f. Planned CRWA Board Approval – January 13th 2025.

Membrane Improvements

1. Scope of work and fee being finalized with CRWA.
2. Planned scope of work includes.
 - a. Topographic survey.
 - b. Membrane improvements evaluation for consideration for 14.4 to 16.0 mgd.
 - c. Tank rehabilitation work package.
 - d. Pre-treatment evaluation.
 - i. Clarifier and plate/tube settler evaluation.
 - ii. Ozone relocation.
 - iii. Coagulant evaluation.
 - iv. TTHM Evaluation
 - v. TCEQ BIN Classification Support
 - e. Membrane improvements design-preliminary and final.
 - i. Membrane skids.
 - ii. Membrane feed pumps.
 - iii. Membrane backwash pump and yard piping.
 - iv. Backwash plant drain system.

Mr. Kerry Averyt
11/22/24
Page 3 of 3

- v. Electrical and I&C improvements.
- vi. Correspondence with TCEQ.
- vii. OPCC
- f. Bid phase services.
- g. Construction phase services.

Xc: David McMullen, CRWA
Adam Telfer, CRWA
Buddy Boysen, Garver



To:	From:	Subject:
Canyon Regional Water Authority (CRWA)	STV, Inc. Marisa Vergara, PE	CRWA Project No. 2024-002 November Monthly Progress Report

Service Order No. 2024002-01
Task Order 1 Wells Ranch Well No. 2 & 14 Pumping Upgrades Project
Task Manager: David Stanley, PE

Scope

- Increase Well 2 and Well 14 pumping capacity up to approx. 1,000 gpm to Wells Ranch WTP. Includes new well pumps, motors, variable frequency drives, and electrical service.

Scope Elements Added/Removed

- Relocation of existing 350 kW Well 2 generator to Well 14 and installation of two existing 150 kW generators at Wells 5 and Well 13 sites. Design of the electrical for installation of a new generator at Well Site 2 and 3. The deliverables include 90% drawings and specifications, 100% drawings and specifications, Change Order support services, and construction engineering services. Engineer will provide the following professional services:



Task Order 1 Wells Ranch Well No. 2 & 14 Pumping Upgrades Project (Cont.)

November 2024 Progress (This Period)

- Project expedited and completed 100% Design four weeks early.
- Advertised project for bid opening on November 4, 2024.
- Well 5 and Well 13 –Selected for installation of existing 150 kW generators and incorporated into design.
- Well 2 and 3 – design for installation of new generator via Change Order 1.
- *RW Harden (Hydrologist Consultant to CRWA) submitted proposed Task Order to CRWA for increasing permitted pumping capacity for Well 14 with Gonzales County Underground Water Conservation District. This is pending approval.*
- Provide recommendation for award and notice to proceed for Low Bidder.

December 2024 Progress (Next Period)

- Conduct Pre-construction meeting.
- Review submittals, as available.

Project Schedule Summary

- Notice to Proceed for Design: July 2024
- 90% Submittal Milestone to Owner: October 3, 2024
- 100% Bid Set to Owner: October 14, 2024
- TCEQ Permit Anticipated Approval: January 2025
- Award Contractor and Construction NTP: November 2024
- Construction Substantial Completion: September 2025
- Status – ON Schedule

Project Budget Summary

- Bid Low Bidder – pending award
- 100% OPCC (*not including Well 2 and 3 generator*)
 - Subtotal Well No. 2 Construction - \$260,160
 - Subtotal Well No. 14 Construction - \$535,610
 - Subtotal Well No. 5 Construction - \$254,035
 - Subtotal Well NO. 13 Construction - \$254,035
 - Mobilization and Bonding and Insurance (7% Max) - \$91,300
 - Contingency (15%) - \$209,300
 - TOTAL - \$1,604,440

STV Service Order No.: 02
Wells Ranch Phase 3 Water Supply Study
Task Manager – Mark Graves, PE

Scope

- Water supply study of the Wells Ranch Phase 3 project for additional groundwater supplies and associated evaluations. Includes a new wellfield located in Gonzales County in the Brown Tract. Study will evaluate overall infrastructure requirements including transmission and treatment for a complete water supply.

November 2024 Progress (This Period)

- Conduct initial site visit. (rescheduled)
- Schedule stakeholder meetings.
- Review hydrogeologist groundwater availability and quality findings.
- Develop pipeline route from Brown tract to Well Branch WTP.
- Develop electrical service options for well field.

December 2024 Projected Progress (Next Period)

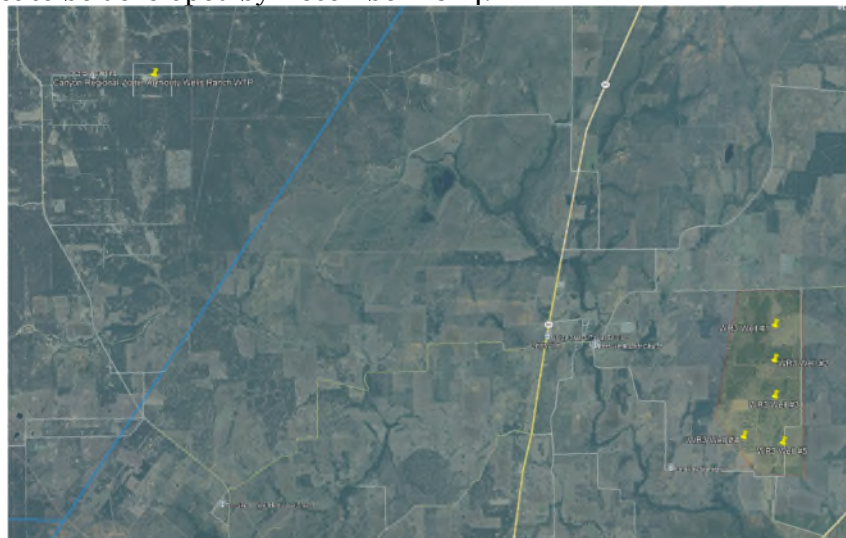
- Develop proposed well field layout.
- Determine delivery point (Wells Ranch WTP) storage and conveyance requirements.
- Conduct planning level evaluation of environmental conditions and potential impacts.
- Develop treatment and distribution system stability model.
- Develop water quality blending and treatment scenarios.
- Compile gathered information on the existing conveyance system from the Wells Ranch WTP to all currently supplied entities.
- Develop the initial build of the hydraulic model for the existing conveyance system.

Project Schedule Summary

- Draft report due December 2024

Project Budget Summary

- Draft budget to be developed by December 2024.



STV Service Order No.: 04
Wells Ranch WTP TCEQ EPP Update
Task Manager – Gil Barnett, PE

Scope

- This work includes updating CRWA’s Water System Emergency Preparedness Plan for Wells Ranch WTP, Lake Dunlap WTP and Hays Caldwell WTP.

November 2024 Progress (This Period)

- Response to any comments from TCEQ regarding 10/22/2024 submittal.
- Close Project.

December 2024 Progress (Next Period)

- Response to any comments from TCEQ regarding 10/22/2024 submittal.
- Close Project.

STV Service Order No.: 05
Update of EPA Risk & Resilience Assessment and Emergency Response Plan
Task Manager – Gil Barnett, PE

Scope

- This work includes updating CRWA’s Water System Risk and Resilience Assessment and the Emergency Response Plans to ensure continued compliance with Sec. 2013 of AWIA 2018. The certification due dates are March 31, 2025, for the updated RRA, and September 30, 2025, for the updated ERP.

November 2024 Progress (This Period)

- Project Notice to Proceed Nov. 1, 2024
- Kick-off Meeting
- Data Collection Request
- Review Asset Characterization and Threat Characterization, Vulnerability Analysis

December 2024 Projected Progress (Next Period)

- Review Risk and Resiliency Analysis Calculations
- Review Risk/Resiliency Management Plan
- Workshop for mitigation strategies

Project Schedule Summary

- Draft Risk and Resilience Assessment – Due January 30, 2025
- Final Risk and Resilience Assessment – Due March 18, 2025
- Draft Emergency Response Plan – Due July 29, 2025
- Final Emergency Response Plan – Due September 23, 2025



PROJECT STATUS REPORTS

PROJECT STATUS REPORT SUMMARY

REPORT DATE

November 20, 2024

PREPARED BY

David Kneuper, P.E. – Utility Engineering Group

TXDOT/CRWA IH-10 (SANTA CLARA & ZUEHL) TRANSMISSION LINE ENCASEMENT STATUS SUMMARY

The project includes the addition of approximately 190 LF of steel split casing on the existing CRWA transmission main at Santa Clara Road and the relocation and encasement of approximately 200 LF of the transmission main at Zuehl Road. The project is required due to the reconstruction of the two intersections by the Texas Department of Transportation (TxDOT) with their IH-10 expansion project.

The project pre-construction meeting was held on 2/27. The project Notice-to-Proceed has been issued for 2/29, giving the Contractor 120 calendar days to reach Substantial Completion and 150 calendar days (total) to reach Final Project Completion. The Contractor mobilized to the site and started work on 4/23. As of 5/23, the Contractor has completed the split casing and pavement restoration work at the Santa Clara intersection.

The Contractor provided an updated schedule on 10/28 to complete the work at the Zuehl intersection on 11/26. The project bore pit has been completed at the Zuehl intersection and the Contractor's boring sub-contractor began work installing pipe casing on 11/13. UEG provided a notice to the Contractor on 7/16, on 8/29, and again on 10/16, of the final completion date and outlined the requirements of delays in Contractor's progress as provided in the contract documents. Finally, pipeline connection timing will be dependent on coordination with CRWA on timing of the tie-ins.

The contract amount is currently \$541,424.21, which includes the original bid and approved Change Order's No. 1 and No. 2, all of which are fully reimbursable.

TXDOT/CRWA FM 1518 TRANSMISSION LINE RELOCATION STATUS SUMMARY

The project includes the offset and bore of a new section of 30-Inch CRWA transmission main, approximately 250 LF, across FM 1518 at the intersection with Lower Seguin Road. The project is required due to the TxDOT widening of FM 1518 and associated drainage improvements.

The project Notice-to-Proceed was issued for 2/13, giving the Contractor 120 calendar days to reach Substantial Completion and 150 calendar days (total) to reach Final Project Completion. The project bore and carrier pipe installation was completed on 5/24. A meeting was held on-site on 5/20 to discuss the pipeline connections. Following the meeting UEG prepared a draft tie-in work plan template for the Contractor to complete and submit for review and approval. Additionally, UEG prepared and submitted to the Contractor a project work area notice letter for their continued use of adjacent property outside of the identified project construction limits and CRWA easement. A second project work area notice was issued

on 6/28. Following submission of the tie-in work plan, a second on-site meeting was held on 6/12. UEG provided a notice to the Contractor on 7/15, 8/29, and again on 10/17 of the final completion date and outlined the requirements of delays in Contractor's progress as provided in the contract documents.

All work has been completed on the project except for the establishment of vegetation and restoration of the project site. A project walk through was held on 10/23 and the project substantial completion letter was also provided on 10/23.

The current construction contract amount is \$634,121.15 based on Change Order No. 1 (-106,537.24) and Change Order No. 2 (\$9,237.60).

TXDOT IH-10 CRWA CONFLICT AT CHANNEL D RELOCATION STATUS SUMMARY

The project includes the relocation design of CRWA's existing 30" water transmission main that crosses IH-10, just west of the intersection of Santa Clara Road and IH-35. The existing 30" transmission main was originally constructed with CRWA's IH-10 Bore Crossing Project in 2014. The relocation will include approximately 500 linear feet of 30" transmission main, associated casing pipe, and connections to the existing CRWA 24" concrete pressure pipe (C303) along IH-10 as well as the existing 30" ductile iron main running perpendicular to the highway. This proposed relocation is required due to a conflict with TxDOT's proposed Channel D, along the east bound frontage road at TxDOT centerline STA 15102+70. The proposed drainage improvements are associated with TxDOT's IH-10 expansion project between the Cibolo Creek and Linne Road (TxDOT Project No. CSJ 0025-03-097).

Utility Engineering Group was authorized by CRWA on 10/8 to begin work on the project. Currently, UEG's right-of-way sub-consultant is coordinating right-of-entries for the project design survey. Additionally, UEG is preparing a preliminary plan set for CRWA staff review as well as for the preparation of a TxDOT Standard Agreement - Supplemental Agreement.

**CANYON REGIONAL WATER AUTHORITY
BOARD COMMUNICATION**

DATE	SUBJECT	RESOLUTION NUMBER
11/12/2024	ENTRY OF A CONTRACT WITH MGB CONSTRUCTION, INC. FOR THE "WELLS RANCH WELLS NO. 2 & 14 UPGRADES PROJECT"	CRWA 24-12-003

INITIATED BY KERRY AVERYT

STAFF RECOMMENDATION

Staff recommends that the Board of Trustees take action to adopt a Resolution that:

- (1) **declares** MGB Construction, Inc. the Successful Bidder for the "WELLS RANCH WELLS NO. 2 & 14 UPGRADES PROJECT;"
- (2) **accepts** the recommendation of CRWA Staff and STV Engineers to issue a "Notice of Award" of contract to MGB Construction, Inc. as the general contractor for the "WELLS RANCH WELLS NO. 2 & 14 UPGRADES PROJECT;" and
- (3) **authorizes** the General Manager to execute an Agreement for construction services with MGB Construction, Inc. with a price not to exceed \$1,399,732.00.

Note: Notwithstanding the Project Name, the scope of work for the Project includes work on Well Nos. 2, 5, 13 and 14 at the Wells Ranch groundwater project site.

BACKGROUND INFORMATION

In **October 2024**, STV Engineers, at the request of CRWA, issued Contract Documents and Technical Specifications for the Project, which involves the following Work:

1. Replace existing Well No. 2 vertical turbine pump with a 940 gpm 150 HP submersible pump and motor with new variable frequency drive and associated appurtenances.
2. Replace existing Well No. 14 vertical turbine pump with a 1,000 gpm 250 HP submersible pump and motor with new variable frequency drive and associated appurtenances.
3. Relocate existing 350 kW generator from Well No. 2 to Well No. 14 with associated appurtenances.
4. Electrical service upgrade at Well No. 2 and Well No. 14 and associated appurtenances.
5. Install owner provided 150 kW generator at Well No. 5 with new variable frequency drive and associated appurtenances.
6. Install owner provided 150 kW generator at Well No. 13 with new variable frequency drive and associated appurtenances.

On **November 4, 2024** STV opened bids received from the following bidders: MGB Construction, Inc., J & K Utility Services, LLC and Hydro Resources. The bid tabulations are contained in the Board Packet. The bids were reviewed by a CRWA selection committee.

MGB Construction, Inc. was the confirmed low bidder.

Since CRWA has never used the services of MGB Construction, Inc., STV performed a diligence investigation to establish the responsibility and qualifications of MGB Construction, Inc. Following their investigation, STV issued a written recommendation dated **November 8, 2024** (contained in the Board Packet) for award of the contract to MGB Construction, Inc.

The Instructions to Bidders contained within the Contract Documents provide a process for awarding the Contract (referred to therein as the "Agreement") as follows:

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder at Preconstruction Conference.

Staff requests that the Board of Trustees authorizes the General Manager or his designee to issue a *Notice of Award* to MGB Construction, Inc., together with the unexecuted counterparts of the Agreement along with the other Contract Documents in conformance with the above-referenced Article 21.

FINANCIAL IMPACT

The Contract Price to be specified in the Agreement is \$1,399,732.00

MOTION

Motion to approve the following resolution.

RESOLUTION No. 24-12-003

IT IS HEREBY RESOLVED by the CRWA Board of Trustees as follows:

- (1) MGB Construction, Inc. is declared as the Successful Bidder for the "WELLS RANCH WELLS NO. 2 & 14 UPGRADES PROJECT;"
- (2) The General Manager or his designee is authorized to issue to MGB Construction, Inc., a "Notice of Award" of a contract to perform construction services for the "WELLS RANCH WELLS NO. 2 & 14 UPGRADES PROJECT" as described in the Contract Documents and Technical Specifications prepared by STV Engineers (Project No. CRWA2400346.01); and
- (3) The General Manager is authorized, on behalf of the Authority, to execute an Agreement with MGB Construction, Inc., for construction services for the "WELLS RANCH WELLS NO. 2 & 14 UPGRADES PROJECT;" provided that the price to be specified in the Agreement shall not exceed \$1,399,732.00.

Adopted this 9th day of December 2024

Ayes ____ Nays ____ Abstained ____ Absent ____

Approved by: _____
Timothy D. Fousse, CPM
President

Certified and attested by: _____
Ted Gibbs
Secretary



505 Padon Street
Longview, TX 75601
o. 903.553.0500 | f. 903.553.0555
stvinc.com

November 8, 2024

Mr. Kerry Averyt, P.E., General Manager
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, Texas 78130

VIA E-MAIL

RE: Well No. 2 & 14 Pumping Upgrades
Award Recommendation for Construction

Dear Kerry:

As you know, bids were received for the subject project on November 4, 2024. Three bids from qualified companies were received. Our bid tabulation is attached. The confirmed low bidder was MGB Construction, Inc. at a total amount bid of \$1,399,732.00. Our engineer's opinion of probable construction cost for the project was \$1,604,440.00, inclusive of a 15% contingency.

To our knowledge, CRWA and MGB have not worked together on a project. The scope of this project includes well pump installation and considerable electrical upgrades. MGB, the general contractor, provided their subcontractor information for each of these fields. Weisinger, Inc. will be performing the well work and Future Electric will be performing the electrical work. Both CRWA and STV have positive working experience with Weisinger, one of the top municipal water well contractors in the state, and would not hesitate recommending them. According to MGB, Future Electric has been their electrical subcontractor on all their projects for over a decade. STV called references for MGB and Future Electric which included many recent projects for municipal generator installations. All responses were completely positive for both MGB and Future Electric. STV has also worked on a successful project with MGB in the past for Fair Oaks Ranch. We therefore recommend award of the contract for the Well No. 2 & 14 Pumping Upgrades project MGB Construction, Inc. for \$1,399,732.00.

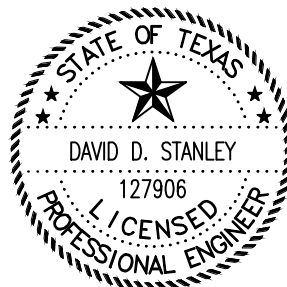
Please do not hesitate to call if you have any questions or comments.

Sincerely yours,

CP&Y, Inc. dba STV Infrastructure
Texas Registered Firm No. F-1741

11/8/2024

David D. Stanley, P.E.
Associate



BID TABULATION

Owner: CANYON REGIONAL WATER AUTHORITY
Project: WELL NO. 2 & 14 PUMPING IMPROVEMENTS
Date: November 4, 2024

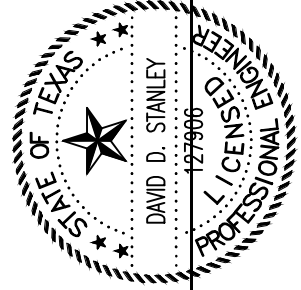
Item No.	Qty.	Unit	Description	MGB Construction Inc.		J & K Utility Services LLC		Hydro Resources		
				Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	
0.1	1	L.S.	Mobilization (5% maximum)	\$ 15,500.00	\$	44,889.00	\$	29,414.00		
0.2	1	L.S.	Bonding, Insurance, & Permits (2% maximum)	\$ 25,000.00	\$	37,580.00	\$	29,480.00		
WELL NO. 2										
1.0	1	L.S.	For furnishing all labor, tools, materials, equipment, and incidentals necessary for the removal of the existing vertical turbine motor at Well No. 2, line shaft turbine pump with a setting depth of 200 feet, salvage and make ready for owner storage and reuse.	\$ 17,000.00	\$	15,912.00	\$	9,025.00		
1.1	1	L.S.	For furnishing all labor, tools, materials, equipment, and incidentals necessary for the installation of a 940 gpm submersible well pump with a setting depth of 310 feet to bottom of motor, electrical cable, 150 HP pump, 316 SS column pipe, check valve, discharge piping, as shown and specified.	\$ 229,800.00	\$	228,764.00	\$	154,648.00		
1.2	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the electrical service upgrade, including removals and utility coordination. This shall include all work between the utility connection (existing padmounted transformer) and existing wireway serving equipment at the Electrical Equipment Shed. In addition, this shall include work associated with the replacement Main Circuit Breaker, replacement Automatic Transfer Switch, and wiring/connections to existing/proposed equipment fed from the wireway.	\$ 38,520.00	\$	119,440.00	\$	171,701.00		
1.3	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the variable frequency drive, pump wiring, and associated electrical and instrumentation.	\$ 125,000.00	\$	117,914.00	\$	174,813.00		

WELL NO. 14								
2.0	1	L.S.	For furnishing all labor, tools, materials, equipment, and incidentals necessary for the removal of the existing vertical turbine motor at Well No. 14, line shaft turbine pump with a setting depth of 320 feet, salvage and make ready for owner storage and reuse.	\$	17,760.00	\$	16,300.00	\$ 9,290.00
2.1	1	L.S.	For furnishing all labor, tools, materials, equipment, and incidentals necessary for the installation of a 1,000 gpm submersible well pump with a setting depth of 432 feet to bottom of motor, electrical cable, 250 HP pump, 316 SS column pipe, check valve, discharge piping, as shown and specified.	\$	343,252.00	\$	306,835.00	\$ 236,107.00
2.2	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the electrical service upgrade, including removals and utility coordination. This shall include all work between the utility connection (proposed CT cabinet) and existing wireway serving equipment at the Electrical Equipment Shed. In addition, this shall include work associated with the replacement Main Circuit Breaker, replacement Automatic Transfer Switch, and wiring/connections to existing/proposed equipment fed from the wireway.	\$	95,200.00	\$	156,115.00	\$ 261,442.00
2.3	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the variable frequency drive, pump wiring, and associated electrical and instrumentation.	\$	149,500.00	\$	148,055.00	\$ 211,804.00
2.4	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the relocation of the 350 kW generator from Well No. 2, including concrete pad, generator fluid drain/replacement and generator startup. In addition, this shall include all wiring between the ATS, generator, and the electrical equipment pad (wireway, PLC cabinet, etc.).	\$	24,000.00	\$	78,135.00	\$ 120,208.00

WELL NO. 5							
3.0	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the variable frequency drive, pump wiring, and associated electrical and instrumentation.	\$	117,600.00	\$	108,858.00
3.1	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the installation of the owner provided 150 kW generator, including concrete pad, Automatic Transfer Switch, generator fluid drain/replacement and generator startup. In addition, this shall include all wiring between the ATS, generator, and the electrical equipment pad (wireway, PLC cabinet, etc.). This shall include the work associated with rigging the generator from the owner provided truck to the concrete pad.	\$	42,000.00	\$	126,775.00
WELL NO. 13							
4.0	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the variable frequency drive, pump wiring, and associated electrical and instrumentation.	\$	117,600.00	\$	108,858.00
4.1	1	L.S.	For Furnishing all labor, tools, materials, equipment, and incidentals necessary for the installation of the owner provided 150 kW generator, including concrete pad, Automatic Transfer Switch, generator fluid drain/replacement and generator startup. In addition, this shall include all wiring between the ATS, generator, and the electrical equipment pad (wireway, PLC cabinet, etc.). This shall include the work associated with rigging the generator from the owner provided truck to the concrete pad.	\$	42,000.00	\$	126,775.00
TOTAL AMOUNT BASE BID				\$	1,399,732.00	*	\$
							2,067,253.00

*Totalling error found and corrected by STV

Prepared by:
CP&Y, Inc. dba STV Infrastructure
Texas Registered Firm, No. F-1741



David D. Stanley
 David D. Stanley, P.E.
 Associate

SECTION 00 52 13.01

CONTRACT FOR CONSTRUCTION OF SMALL PROJECT

This Contract is by and between Canyon Regional Water Authority (Owner) and
MGB Construction, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Replace existing Well No. 2 vertical turbine pump with a 940 gpm 150 HP submersible pump and motor with new variable frequency drive and associated appurtenances.**
 - 2. Replace existing Well No. 14 vertical turbine pump with a 1,000 gpm 250 HP submersible pump and motor with new variable frequency drive and associated appurtenances.**
 - 3. Relocate existing 350 kW generator from Well No. 2 to Well No. 14 with associated appurtenances.**
 - 4. Electrical service upgrade at Well No. 2 and Well No. 14 and associated appurtenances.**
 - 5. Install owner provided 150 kW generator at Well No. 5 with new variable frequency drive and associated appurtenances.**
 - 6. Install owner provided 150 kW generator at Well No. 13 with new variable frequency drive and associated appurtenances.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications listed in the Table of Contents.
 - 5. Drawings as listed on the Drawing Sheet Index.
 - 6. Addenda.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The project was designed by CP&Y, Inc., dba STV Infrastructure **Canyon Regional Water Authority** will act as Owner for this project.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be ready for final payment within **300** days after the Notice to Proceed.
- B. Contract time is determined on the basis of calendar days. Weather delays will not be given except in the event of hurricanes, tornadoes, or government declared disasters.
- C. Contract time indicated by the Bidder in the Bid Proposal Form shall supersede the Contract Times indicated in Article 4.01 (A) and Bidder will be held to the indicated day for final payment and end of contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500.00 (Five hundred dollars and no cents) for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

- B. For all Work, at a total price of **One Million Three Hundred Ninety Nine Thousand Seven Hundred Thirty Two Dollars and No Cents (\$1,399,732.00)** at the prices stated in Contractor's Bid, 00 41 43.01, Bid Proposal Form.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond in the amount of 100% of Contract Price and a payment bond in the amount of 50% of the Contract Price from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation and related coverage:

State:	<u>Statutory</u>
Applicable Federal (e.g. Longshoreman's):	<u>Statutory</u>
Employer's Liability:	<u>Statutory</u>

- b. Bodily Injury (including completed operations and products liability):

Each Occurrence	<u>\$ 500,000</u>
Annual Aggregate	<u>\$2,000,000</u>

- c. Property Damage:

Each Occurrence	<u>\$ 500,000</u>
Annual Aggregate	<u>\$ 2,000,000</u>

- d. Public Liability: \$ 1,000,000

- e. Personal Injury: \$ 1,000,000

- f. Comprehensive Automobile Liability:

(1) Bodily Injury:	
Each Person	<u>\$ 250,000</u>
Each Occurrence	<u>\$ 500,000</u>
(2) Property Damage:	
Each Occurrence	<u>\$ 300,000</u>
Or A Combined Single Limit Of	<u>\$ 1,000,000</u>

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain **10%** of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Canyon Regional Water Authority

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

850 Lakeside Pass

New Braunfels, TX 78130

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

CONTRACTOR:

MGB Construction, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 522

Castroville, TX 78009

License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Canyon Regional Water Authority

Vehicle Policy

Purpose

Canyon Regional Water Authority "CRWA" may provide vehicles for employees to use while performing company designated business according to the guidelines below. CRWA retains the right to amend or terminate this policy at any time.

Policy

Employees may not drive any CRWA vehicles without prior approval of their supervisor. Prior to employment with CRWA, the human resources department must check the employee's driving record. Employees approved to drive on company business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability.

Employees holding jobs requiring regular driving for CRWA business as an essential job function must, as a condition of employment, be able to always meet the driver approval standards of this policy.

Employees who drive a vehicle on company business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. The use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on company business is strictly prohibited. Employees are responsible for any driving infractions or fines because of their driving. Non-employees and nonbusiness passengers (i.e., family and friends) are prohibited from riding in CRWA vehicles.

Employees must report any accident, theft or damage involving a CRWA vehicle to their supervisor and the human resources department, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 48 hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should not make any voluntary statement other than to reply to questions of investigating officers.

Employees who are on call on a 24-hour basis may be allowed to take a CRWA vehicle home so they can respond to business needs as soon as possible. Such employees acknowledge they fully understand that the vehicle is used only as part of an emergency response and is not for personal use.

Employees are not permitted, under any circumstances, to operate a CRWA vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any CRWA vehicle at any time or operate any personal vehicle while on CRWA business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive.

Acknowledgement

My signature below indicates that I have read and understand the above statements. Failure to abide by the above policy may be cause for disciplinary action or termination of employment.

Signature _____ Date _____

Employee's Name Printed _____

Other examples of conflict of interest could be: Serving as a board member or director of a firm, holding financial interest in a business, or being self-employed in an occupation which provides goods or services to CRWA, or ownership, partnership, or personal involvement in supplier companies or distribution outlets related to CRWA business.

If employees have any question whether a situation is a conflict of interest, employees should discuss the matter with their supervisor. If it remains unresolved, refer the matter to the General Manager for a final determination.

6.6 Political Activities

An employee may not advocate a political cause or candidate while on duty.

6.7 Communications

An employee may request that a matter be considered by the Board of Trustees by submitting the item to the General Manager.

Communication with the public about CRWA's business or problems is the responsibility of the General Manager. Employees are to refer the public to the General Manager if a question is non-routine, controversial, or outside of the scope of the employee's normal duties.

6.8 Use of Equipment

Employees are not obligated to use their own personal equipment or property but may do so if they deem it necessary with the approval of General Manager or designee and documented in writing (for insurance purposes). CRWA shall not be liable or responsible and shall be saved and held harmless by the Employee from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property, arising out of or attributed, directly or indirectly, to the operating performance of the employee in the conduct of CRWA 's business.

Each employee using or operating CRWA equipment shall be trained in the safe use of equipment.

Each employee using or operating personal equipment shall be trained in the safe use of equipment.

Each employee is responsible for CRWA equipment care and maintenance. If CRWA equipment is lost or damaged due to negligence the employee will be responsible for repair or replacement and is subject to disciplinary action.

6.9 Use of CRWA and Privately Owned Vehicles

~~Vehicles provided by CRWA will be treated with care and shall be given proper preventive maintenance. Such vehicles may not be used for personal use. Vehicle speed limits and all other legal restrictions shall be observed. CRWA vehicles shall not be driven after consumption of any alcoholic beverages or controlled substances.~~

~~No employee shall drive a vehicle on CRWA business under the influence of alcoholic beverages or controlled substances.~~

~~If CRWA satisfies any fines imposed upon an employee for violation of any motor vehicle statutes upon employee in the operation of a CRWA vehicle, CRWA shall deduct the amount of such fine from the employee's compensation.~~

CRWA shall compensate employees for the use of personal vehicles as per section 14.02.

CRWA will periodically perform a driver's license check to verify the ability of the employee to drive a CRWA vehicle or a personal vehicle for CRWA purposes. Any moving violation or involvement in an accident, whether in a personal or CRWA vehicle, shall be reported in writing to the employee's supervisor or General Manager within 48 hours.

6.10 Property Control

No employee shall use any property of CRWA for personal use, except as otherwise herein provided. No vehicle shall be used to transport unauthorized personnel. Unauthorized personnel is defined as any person not a CRWA employee or legally engaged in the conduct of CRWA business.

Use of mobile phones, computers, office supplies, copy machines, fax machines, and other equipment may be authorized by the General Manager for personal use in combination with work use. However, data acquired in the course of such use of private cell phones is public information subject to disclosure under the Texas Public Information Act ("TPIA").

Use of CRWA networks are limited to CRWA business activities only.

6.10.1 Ownership of Computerized Equipment and Electronic Information

All computer equipment, electronic devices, servers, data storage (to include hard-drives, shared drives, servers, cloud-based storage and other media for the storage of electronic data) (collectively the "Computer Equipment") and all files, data, information, records, photographs, videos, hardware, programs/applications and software (collectively the "Electronic Information") situated within the premises of CRWA's office and facilities or otherwise under the Authority's control is and shall remain the sole property of CRWA.

6.10.2 Confidentiality and Non-Disclosure/Copying of Computerized Information

Authority employees are prohibited from copying or transferring any file, image, document, program, photograph, video or electronic data from any computer, server, media or other similar device owned by the Authority for any purpose other than for performing employee's job duties. All electronic data, documents, photographs, videos, and records – to include those created by employee – shall be conclusively deemed to be the exclusive property and work product of the Authority. Employee shall have no ownership interest in or claim to any correspondence, data, file, information, record, photograph, video or other material – to include those created by Employee.

6.10.3 No Right to Privacy

Employees of the Authority maintain no right to privacy with respect to any information, program, file, picture, e-mail message, attachment, internet browsing history, social media post, password, or other data contained on any computer or other electronic media owned by CRWA. CRWA Social Media Account.