February 21, 2023

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date in the City Council Chambers of City Hall, 202 E. Pilar Street, Nacogdoches, Texas, beginning at 5:30 p.m. for the purpose of considering the following agenda items.

Some City Council Members may attend via videoconference but a quorum of the City Council and the Presiding Officer will be present at the above-stated physical location. The meeting will be streamed live at https://www.nactx.us/21 There will be an opportunity for the public to comment on agenda items either by teleconference or in person in Council Chambers.

Members of the public who wish to submit comments on a listed agenda item by telephone must contact the City Secretary's office by email at vinsonj@nactx.us or by calling 936-559-2506 and providing their name, telephone number and relevant agenda item upon which they wish to speak. All requests to make comments must be received by 12:00 p.m. on February 21, 2023. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

PLEASE LIMIT PRESENTATIONS TO THREE MINUTES
(UNLESS PRIOR APPROVAL IS OBTAINED)

1. CALL TO ORDER.

2. PLEDGE OF ALLEGIANCE.

3. OPEN FORUM. Open Forum is an opportunity for citizens to speak about items not listed on the agenda. In order to address City Council please complete the Open Forum Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, City Council shall not discuss, deliberate, or make any decisions on items discussed during Open Forum. Comments are limited to 3 minutes per person. Open Forum is limited to the first 5 citizens who submit an Open Forum Form.

4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.

5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.

   A. Consider approval of minutes for February 7, 2023 regular meeting. (City Secretary)

   B. Consider approval of a resolution ratifying amendments to the grant contracts with the Texas Water Development Board and associated subcontracts and delegating to the City Manager authority to execute further amendments as new money is added to the program. (Cheryl Bartlett, Region I Admin)

   C. Consider approval of a resolution supporting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet, which released claims of the City

against certain defendants in the Texas Opioid MDL. (City Attorney)

D. Consider approval to purchase a hydroexcavation trailer from Kinloch Equipment and Supply for an amount not to exceed $80,088. (Utility Construction Manager)

E. Consider granting a 15-foot-wide utility easement and Right-of-Way to Oncor Electric Delivery (Assistant Director of Public Works)

F. Consider approval of a resolution closing East Main Street for the annual Nacogdoches Main Street Wine Swirl event, April 1, 2023 (Interim City Manager)

6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.

A. **Public Hearing:** Consider a request for approval of a Zone Change from A, Agricultural, to R-1, Single Family, for approximately 2.7 acres of land located along the eastern boundary of the city limits, being part of a 64 acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022, and recorded in Clerk's Document Number 2022-3135 of the Real Property Records of Nacogdoches County, Texas. This request has been submitted by JBSC Development. Case File ZON2023-01. (City Planner)

B. **Public Hearing:** Consider a request for approval of a Specific Use Permit (SUP) for an Accessory Apartment, for Lots 18-A and 19-A, City Block 67, located at 315 East Lakewood Street. This request has been submitted by Lidia Harber, Case File SUP2023-01. (City Planner)

C. Consider approval of Zion Hill Baptist Church Historic Site fee schedule. (Historic Sites Manager)

D. Receive the 2022 Racial Profiling Report. (Chief of Police)

7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.

A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:

1. Discuss or deliberate regarding commercial or financial information the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and
2. Deliberate the offer of financial or other incentives to business prospects described by Subdivision 1 above.

B. Consultation with City Attorney - Pursuant to Texas Government Code Section 551.071, deliberation regarding attorney's advice concerning pending or contemplated litigation or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

8. Open for action, if any, on Executive Session item(s).

9. ADJOURN.

Jan Vinson, City Secretary

This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at 936/559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on February 15, 2023 at 11:30 a.m. and remained posted until meeting convened.

_____

Jan Vinson, City Secretary

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for February 7, 2023 regular meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Jan Vinson, City Secretary
vinsonj@nactx.us
936-559-2504

ATTACHMENTS: 1. Minutes

Nacogdoches
the oldest town in Texas

Regular Session
Nacogdoches City Council
February 7, 2023 – 5:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

Minutes unofficial until approved by City Council

City Council present in person: Mayor Jimmy Mize, Council Members Roy Boldon, Amelia Fischer, Kathleen Belanger and Chad Huckaby.

1. Called to order at 5:31p.m.

2. Pledge of Allegiance.

3. No one spoke during Open Forum.

4. No items removed from the Consent Agenda.

5. **CONSENT AGENDA**: **Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.**

   A. Minutes for January 10, 2023 and January 17, 2023 regular meeting, January 11, 2023 and January 13, 2023 City Board interviews and January 25, 2023 special meeting.

   B. Presentation of Investment Report for quarter ended December 31, 2022.

   C. Consider ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023.

   D. Consider approval of a change order to the construction contract of the ongoing 2022 SWTP Sludge Removal and Lagoon Repair Project the amount of $54,476.25.

   E. Authorize staff to submit an application for the 2023 Community Development Block Grant program for a water line replacement project on Martin Luther King Jr. Boulevard.

   F. Consider approval of the amended City of Nacogdoches Boards and Commissions Handbook.

   G. Consider a resolution calling the Regular Election of City Council Members for Northeast Ward, Northwest Ward and At-Large (Mayor) in and for the City of Nacogdoches, Texas.

Council Member Chad Huckaby moved approval; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

6. **REGULAR AGENDA:**

   A. Public Hearing: Consider adoption of an ordinance providing for the annexation of approximately 2.7 acres being part of a 64.17 acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022 recorded in the Real Property Records of Nacogdoches County, Texas.

Alaina Helton, City Planner, stated this was a voluntary request from JBSC Development, LLC and the purpose of the agreement is to further a 380 Agreement between the City and JBSC Development, LLC for a future subdivision.

On January 19, 2023 City Council adopted a resolution setting this public hearing and on January 27th the service plan was completed.

Council Member Chad Huckaby moved approval; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

Mayor Mize moved 6.B to be heard after 6.F

C. Discuss and consider adopting a resolution in either support, no-opposition, or denial for developers applying for Texas Department of Housing and Community Affairs 2023 Competitive 9% Low-Income Housing Tax Credit Program (LIHTC). Project Name: Ridgebrook Senior Village, Project Location: SEC N University Dr. and NE Stallings Dr., TDHCA Application Number: 23066.

Larissa Philpot-Brown, Economic Development Director, stated that the developer, Texas Interfaith Housing, is a non-profit entity. This complex will have 80 total units and 72 will be affordable rental units.

Russ Michaels with Texas Interfaith Housing discussed the development team, development cost, amenities, site plan and services provided.

Richard Price lives on Kenbrook drive and spoke in favor of the development.

Carolyn Davis who lives on Carol Street spoke in favor of the development. Ms. Davis also spoke about the process which included community input and community meetings.

Council Member Kathleen Belanger moved approval of a resolution in support including $250 fee waiver; motion duly seconded by Council Member Chad Huckaby and carried by unanimous vote.

D. Discuss and give staff direction regarding economic incentives to encourage downtown restoration projects.

Larissa Philpot-Brown, Economic Development Director, stated the goal is to encourage redevelopment of downtown historic structures. Mrs. Philpot-Brown also stated that the guidelines sets out incentives from the City for fire suppression which may come in the form of a reimbursement of up to $8 per square foot of building area not to exceed $49,999. Staff recommendations for incentives include structure being vacant for at least 2 years; renovations will include fire suppression and that renovations equal increased value of at least 20%. Staff also encourages a façade easement which will allow the City to maintain the building façade if the owner does not.

City Council discussed prioritizing buildings based on number of years vacant, how incentives are approved, source of funding and the use of the property being developed.

Brandi Cartwright spoke about how the City currently takes care of building facades that are not being maintained by the property owner.

E. Consider approval of a resolution creating a Chapter 380 Economic Development Program and authorizing agreement by and between the City of Nacogdoches and Kim Crisp regarding renovation of a building at 124 East Main Street.

Larissa Philpot-Brown, Economic Development Director, stated that this agreement is for the renovation of the property at the corner of East Main and Pecan Street which will include a restaurant on the first floor and loft apartments on the second floor. Approving the Chapter 380 Economic Development agreement will reimburse the developer, Kim Crisp, up to $8 per square foot for fire suppression. Mrs. Philpot-Brown stated that in exchange for the reimbursement the property owner will grant the City a façade easement.

Kim Crisp, developer, discussed how he acquired the building, City incentives, fire protection, revenue to the City for services, property tax revenue, sales tax revenue and job creation.

Ann Keehnen spoke in favor of this project.

Council Member Chad Huckaby moved approval; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

F. Consider an ordinance amending Ordinance No. 1929-09-22 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2022 and ending September 30, 2023 in the amount of $36,336 for the reimbursement of installation of a fire sprinkler system at 124 East Main Street.

Larissa Philpot-Brown, Economic Development Director, explained the budget amendment is for reimbursement of fire sprinkler system for the property at 124 East Main Street.

Council Member Roy Boldon moved approval; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

B. Receive presentation, hold discussion and give staff direction regarding proposed Zion Hill Historic Site rental fees.

Veronica Amoe, Historic Sites Manager, discussed proposed rental fees for Zion Hill Historic Site which range from $2,400 to rent the whole building for a weekend to $50 per hour for basement rental. Ms. Amoe also discussed the market research staff completed which included other venues in Nacogdoches along with venues in Houston, Farmers Branch and New Orleans.

City Council discussed cost to staff the building, cleaning staff, fee waiver policy and damage deposit.

Staff will return to City Council on February 21, 2023 to request approval of the Zion Hill Historic Site rental fees.

G. Consider approval of a Developer Agreement between the City of Nacogdoches and Plaza Street Fund 271, LLC for a water line extension along North Street.

Steve Bartlett, Public Works Director, stated that Plaza Street Fund 271, LLC has proposed to extend a new 6” water line along North Street to provide water and fire protection service for their new Freddy's Frozen Custard & Steakburgers restaurant, to be located at 3720 North Street.

The developer agreement outlines the procedures and requirements for the utility extension work and quantifies the maximum costs that could be requested for reimbursement. The final reimbursement amount will be based on actual bid costs. Plaza Street Fund 271, LLC is requesting approval of a maximum not-to-exceed reimbursement of $86,709.

Council Member Amelia Fischer moved approval; motion duly seconded by Council Member Roy Boldon and carried by unanimous vote.

H. Consider appointing members to the Pine Grove Cemetery Board and the Main Street Advisory Committee.

Mayor Mize moved approval to appoint Perky Beisel to the Pine Grove Cemetery Board; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

Mayor Mize moved approval to appoint Brandon Rowell to the Main Street Advisory Committee; motion duly seconded by Council Member Kathleen Belanger and carried by unanimous vote.

City Council convened into Executive Session at 6:38 p.m.

7. **EXECUTIVE SESSION:**

A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.

B. Personnel Matters - Pursuant to Texas Government Code Section 551-074, deliberations regarding the appointment or employment of a public officer or employee. The subject of this Executive Session is to discuss City Manager search and interim City Manager.

8. City Council reconvened in regular session at 7:37 p.m. with no action taken.

9. Adjourned 7:37 p.m.

_____
Mayor Jimmy Mize
City Council
ATTEST: City of Nacogdoches

_____
Jan Vinson, City Secretary

PRESENTER: Cheryl Bartlett, Region I Admin

ITEM/SUBJECT: Consider approval of a resolution ratifying amendments to the grant contracts with the Texas Water Development Board and associated subcontracts and delegating to the City Manager authority to execute further amendments as new money is added to the program. (Cheryl Bartlett, Region I Admin)

SUMMARY/BACKGROUND: Regional water planning in Texas was instituted after Governor George W. Bush signed comprehensive water legislation in June 1997. The East Texas Regional Water Planning Group (ETRWPG), also called the Region I Water Planning Group, is a regional entity of the Texas Water Development Board (TWDB) which includes all or parts of 20 counties in east Texas. The TWDB incorporates the sixteen regional water plans into a comprehensive state water plan that is updated every 5 years. The City of Nacogdoches has served as the administrative entity for the ETRWPG since 2008 and is currently in the 2021-2026 planning cycle. As the administrative entity, the City receives grant funds from the TWDB and contracts with engineering and other technical staff to produce the water plan. The City coordinates and facilitates the meetings and hearings each cycle for a volunteer Board representing the public, water users and suppliers, industries and political entities. This group is responsible for overseeing and submitting the Regional Water Plan for East Texas to the State.

This resolution authorizes the City Manager to execute contracts and associated subcontracts involving grant funds from TWDB to the East Texas Regional Water Planning Group (Region I) for the 2021-2026 planning cycle.

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Infrastructure

CITY CONTACT: Cheryl Bartlett, Region I Admin
regioniwater@gmail.com
936-554-7839

ATTACHMENTS:
1. Original Contract 2021-2026
2. Resolution
3. Exhibit A
4. Exhibit B
5. Exhibit C

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TEXAS WATER DEVELOPMENT BOARD

CONTRACT INITIATION FORM

TWDB Contact Information	
Contract Manager	Lann Bookout
Office/Division/Section	WSI/WSP/RWP
Phone Number	512-936-9439

Requested Action		
	X	New Contract
		Amendment
		Amendment No. (if applicable)

Contract Information and Funds Expiration

Contract No.	2148302561	Grant	Yes
Payable	X	Receivable	

Payable/Receivable Contract Relationship

Payable or Receivable TWDB Contract Number(s) that this Contract is related to:	

Contract Dates

Board Approval Date (N/A if no date)	Start Date	Expiration Date
06/03/21	**02/01/21**	**08/31/26**

Most Recent Amendment Execution Date:		Original Contract Expiration Date:	

External Contract No.	
CFDA No.	

List of Counties for Study Area (Enter names, statewide, or non specific). If statewide, community count = 254

ANDERSON, ANGELINA, CHEROKEE, HENDERSON (PARTIAL), HARDIN, HOUSTON, JASPER, JEFFERSON, NACOGDOCHES, NEWTON, ORANGE, PANOLA, POLK (PARTIAL), RUSK, SABINE, SAN AUGUSTINE, SHELBY, SMITH (PARTIAL), TRINITY (PARTIAL), TYLER

Contractor Information

Proposal Number	00005265
Vendor ID # (aka: Tax Payer ID#)	17560006219
Vendor Name	City of Nacogdoches
Street Address	P.O. Box 635030
City, State, Zip	Nacogdoches, Texas 75963-5030
Telephone Number	936-559-2501
Vendor Contract Mgr/Email Address	Mario Canizares/canizaresm@nactx.us; cc: corleys@nactx.us
Signer of Contract/Email Address	Mario Canizares/canizaresm@nactx.us

Retainage for Contract

Retainage %	5%
Special Instructions	Retainage held until submittal of the final regional water plan.

Anticipated Budget

Contractor Share of Costs	$	-
TWDB Share of Costs	$	228,814.00
Receivable Share of Costs	$	-
Total Contract Costs	$	228,814.00

Detailed Description of Contract

Development of the 2026 Regional Water Plan - Region I

Detailed Description of Amendment

NA

Procurement & Contract Services

Vendor Checks

Please initial each item		
DC	USAS (PYADDR/PYHOLD)	
N/A	Franchise Tax Search	
DC	SAM Check	Expiration Date: 05/14/2022
DC	Debarred Vendor List	
DC	Boycott Israel	
DC	Ties to Sudan/Iran/Foreign Terrorist Organizations/Designated Foreign Terrorist Org	
N/A	W-9 Received (new contractor only-if applicable)	

Best Value Standard - Procurement Method (X method used)

Method	X	Announcement/Publication
RFQ/RFP/RFA/RFO	X	580-21-RFA-0013
Interagency/Local		
Purchase		
Receivable Grant		

PCC CODE - For Finance Review

If no PCC Code, DocType will be 9 and a legal cite is required.

Legal Cite:

BUDGET USE ONLY

TWDB SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	AY 2021	AY 2022	AY 2023	Total	Funds Expire
4830	7613	05	G710	21430	E02011	$ 228,814.00	$ -	$ -	$ 228,814.00	n/a
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
					TWDB Subtotal	$ 228,814.00	$ -	$ -	$ 228,814.00	

RECEIVABLE SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	AY 2021	AY 2022	AY 2023	Total	Funds Expire
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
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						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
					Receivable Subtotal	$ -	$ -	$ -	$ -	
					Contractor Subtotal	$ -	$ -	$ -	$ -	
					Contract Total	**$ 228,814.00**	**$ -**	**$ -**	**$ 228,814.00**	

APPROVAL SIGNATURES and CONFIRMATION OF COMPLIANCE WITH AGENCY POLICY & THE STATE OF TEXAS CONTRACT MANAGEMENT GUIDE

By signing this form, you are certifying that this contract packet and its contents meet with your approval

Contract Approval	Printed Name		Signature	Date
Procurement & Contract Services	Cameron Turner			7/7/2021
Budget Director [and Budget Officer]	Chris Hayden	JM: JM	Christopher H. Hayden	7/10/2021
Contract Manager	Lann Bookout		Lann Bookout	7/7/2021
Program Manager	Sarah Backhouse		Sarah Backhouse	7/12/2021
Division Director	Temple McKinnon		Temple McKinnon	7/12/2021
Legal Counsel	Kaye Schultz		Kaye Schultz	7/7/2021
Accounting/Finance	LeeRoy Lopez	LM: LM EE: EE	LeeRoy Lopez	7/12/2021
Deputy Executive Administrator	Jessica Pena		for NR	7/12/2021
Executive Administrator [or Designee]	Jeff Walker	[or Amanda Lavin] AL	Jeff Walker	7/12/2021

Revised 4/27/21

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STATE OF TEXAS

COUNTY OF TRAVIS

TWDB Contract No. 2148302561

RESEARCH AND PLANNING FUND

REGIONAL WATER PLANNING

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and City of Nacogdoches, the political subdivision designated by the REGIONAL WATER PLANNING GROUP as its representative (hereinafter "CONTRACTOR"), is composed of two parts: Section I - Specific Conditions and Exceptions to the Standard Agreement; and Section II - Standard Agreement. In the event of any conflict, the terms and conditions set forth in Section I will prevail over terms and conditions in Section II.

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS:

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

A. TWDB – the Texas Water Development Board, or its designated representative.

B. TWDB APPROVAL DATE – June 3, 2021

C. COMMITTED FUNDS – $228,814.00 is currently available to CONTRACTOR pursuant to the terms of this CONTRACT for development of the TECHNICAL MEMORANDUM and the REGIONAL WATER PLAN. The COMMITTED FUNDS include necessary and direct costs incurred on or after contract execution, and certain eligible costs related to Task 10 incurred on or after the CONTRACT INITIATION DATE.

D. CONTRACT INITIATION DATE (START DATE)– February 1, 2021

E. CONTRACTOR – City of Nacogdoches

F. DEADLINE FOR CONTRACT EXECUTION – August 31, 2021

G. EXECUTIVE ADMINISTRATOR – the Executive Administrator of TWDB or a designated representative.

H. TECHNICAL MEMORANDUM – a memorandum to be prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR in accordance with 31 Texas Administrative Code §§ 357.10(34) and 357.12(c).

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I. TECHNICAL MEMORANDUM DEADLINE – March 4, 2024

J. INITIALLY PREPARED REGIONAL WATER PLAN – the Regional Water Plan to be initially prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR for comments pursuant to the CONTRACT.

K. INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE (PROJECT COMPLETION DATE) – March 3, 2025

L. REGIONAL WATER PLAN – a plan including any amendments that have been adopted by the REGIONAL WATER PLANNING GROUP and that meets the requirements contained in Texas Water Code § 16.053 and 31 Texas Administrative Code Chapters 357 and 358 and is submitted to TWDB for approval.

M. FINAL REGIONAL WATER PLAN DEADLINE – October 20, 2025.

N. FIRST REIMBURSEABLE EXPENSE DATE – The first day that work performed under this CONTRACT is eligible for reimbursement will be the CONTRACT INITIATION DATE for limited administrative costs associated with public notices. For activities involving technical work under this CONTRACT, the eligible reimbursement date will be the date that the required public meeting to receive preplanning input from the public is held by the REGIONAL WATER PLANNING GROUP per 31 Texas Administrative Code §357.12(a) and following the TWDB APPROVAL DATE. TWDB will not reimburse expenses associated with Exhibit A, Scope of Work, until after contract execution.

O. FINAL REIMBURSEABLE EXPENSE DATE – The last day that work performed under this CONTRACT is eligible for reimbursement will be February 27, 2026.

P. FINAL PAYMENT REQUEST DEADLINE – The latest day that the final payment request may be submitted for reimbursement will be April 30, 2026.

Q. CONTRACT EXPIRATION DATE – This CONTRACT expires on August 31, 2026. The last day that any budget amendment requests may be submitted under the CONTRACT will be July 31, 2026.

R. REGIONAL WATER PLANNING AREA – Region I, designated under Texas Water Code § 16.053 and 31 Texas Administrative Code § 357.11.

S. REGIONAL WATER PLANNING GROUP – Region I, East Texas, Regional Water Planning Group, designated under and in compliance with Texas Water Code §16.053 and 31 Texas Administrative Code § 357.11 to develop regional water plans.

T. STATE WATER PLANNING DATABASE – A database developed and maintained by TWDB that stores data related to water planning. It is used to collect, analyze, and disseminate regional and statewide water planning data.

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U. TOTAL PROJECT COST – The full appropriation anticipated to be received over the five-year planning cycle for necessary and direct planning costs for development of the REGIONAL WATER PLAN.

V. PAYMENT REQUEST SCHEDULE – A minimum of quarterly.

ARTICLE II. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT.

A. TWDB will not be liable for any expenses incurred in excess of COMMITTED FUNDS.

At the time of the execution of this CONTRACT, TWDB was not appropriated sufficient funds for CONTRACTOR to complete the REGIONAL WATER PLAN. TWDB hereby makes available to CONTRACTOR pursuant to the terms of this CONTRACT an amount sufficient to complete the initial Scope of Work. If additional funds are appropriated to TWDB for the purpose of making grants for preparation of regional water plans, the EXECUTIVE ADMINISTRATOR and CONTRACTOR may amend this CONTRACT to provide additional COMMITTED FUNDS and an additional Scope of Work to complete preparation of the TECHNICAL MEMORANDUM, INITIALLY PREPARED REGIONAL WATER PLAN, and REGIONAL WATER PLAN.

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

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

B. Other provisions specific to each region: None.

C. Exhibit D – *Guidelines for 2026 Regional Water Plan Data Deliverables,* is currently being updated and will be incorporated once the final document is developed by TWDB.

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

Whereas, CONTRACTOR has been designated by the REGIONAL WATER PLANNING GROUP as its representative to enter into Contracts with TWDB for financial assistance to develop a REGIONAL WATER PLAN for the REGIONAL WATER PLANNING AREA; and

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Whereas, CONTRACTOR applied to TWDB for a planning grant to develop a REGIONAL WATER PLAN; and

Whereas, CONTRACTOR is the entity acting as administrator of TWDB's planning grant and responsible for the execution of this CONTRACT; and

Whereas, on TWDB APPROVAL DATE, TWDB approved CONTRACTOR's application for financial assistance;

Now, therefore, TWDB and CONTRACTOR agree as follows:

ARTICLE II. PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

A. CONTRACTOR must develop a TECHNICAL MEMORANDUM, INITIALLY PREPARED REGIONAL WATER PLAN, and REGIONAL WATER PLAN for the REGIONAL WATER PLANNING AREA according to:
   1. Exhibit A – Initial Scope of Work
   2. Exhibit B – Task and Expense Budgets
   3. Exhibit C – General Guidelines for Development of the 2026 Regional Water Plans
   4. Exhibit D – Guidelines for 2026 Regional Water Plan Data Deliverables
   5. Exhibit E – Original Application (cover pages as a reference to the full, original grant application)

B. The EXECUTIVE ADMINISTRATOR will provide technical assistance to CONTRACTOR within available resources if such assistance is requested for performing regional water planning activities; and, as necessary, will facilitate resolution of conflicts within the REGIONAL WATER PLANNING AREA or between regions.

C. CONTRACTOR must provide for public participation in the planning process as specified in Texas Water Code § 16.053 and 31 Texas Administrative Code § 357.21.

D. CONTRACTOR must provide its best efforts as determined by the EXECUTIVE ADMINISTRATOR to produce a REGIONAL WATER PLAN that has been adopted by the REGIONAL WATER PLANNING GROUP and that was developed in accordance with the statutory and rule requirements identified in this CONTRACT.

E. CONTRACTOR must obtain prior approval of the REGIONAL WATER PLANNING GROUP for all potentially feasible water management strategies and water management strategy projects to be evaluated as part of the REGIONAL WATER PLAN development.

ARTICLE III. SCHEDULE, REPORTS, AND OTHER PRODUCTS

A. CONTRACTOR must execute this CONTRACT on or before the DEADLINE FOR CONTRACT EXECUTION or TWDB's commitment to pay COMMITTED FUNDS will be rescinded.

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B. This CONTRACT begins on the CONTRACT INITIATION DATE and expires on the CONTRACT EXPIRATION DATE.

C. CONTRACTOR must provide written progress reports according to the PAYMENT REQUEST SCHEDULE with each payment reimbursement request or release of advance funds. The progress reports must include:

1. a brief statement of the overall progress made since the last progress report for each task budget item;
2. a brief description of any problems that have been encountered during the previous reporting period that may affect the project, delay the timely completion of any portion of this CONTRACT, or inhibit the completion of or cause a change in any of the project's products or objects; and
3. a description of any action CONTRACTOR plans to take to correct any problems that have been encountered or identified.

D. CONTRACTOR must complete the TECHNICAL MEMORANDUM according to Article II, Paragraph A of this Section. CONTRACTOR must submit the TECHNICAL MEMORANDUM to the REGIONAL WATER PLANNING GROUP for approval at a REGIONAL WATER PLANNING GROUP meeting. After such approval, CONTRACTOR must submit the TECHNICAL MEMORANDUM to the EXECUTIVE ADMINISTRATOR, if the REGIONAL WATER PLANNING GROUP authorizes such submittal. CONTRACTOR must deliver two electronic copies of the TECHNICAL MEMORANDUM, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format, to the EXECUTIVE ADMINISTRATOR no later than the TECHNICAL MEMORANDUM DEADLINE.

CONTRACTOR must populate TWDB's state water planning database with associated data, prior to submission of the TECHNICAL MEMORANDUM in accordance with this CONTRACT.

The TECHNICAL MEMORANDUM DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on the EXECUTIVE ADMINISTRATOR's initiative or upon a written request received from CONTRACTOR, at least thirty (30) days prior to the deadline, stating good cause for the extension.

TWDB will not accept a TECHNICAL MEMORANDUM or consider it administratively complete until the associated data in TWDB's state water planning database is complete and accurate, and the required database reports are included in the TECHNICAL MEMORANDUM in accordance with this CONTRACT.

After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the TECHNICAL MEMORANDUM based on administrative completeness. If the TECHNICAL MEMORANDUM is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR needs to take to have the TECHNICAL MEMORANDUM accepted.

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In the event CONTRACTOR has produced a TECHNICAL MEMORANDUM that, despite CONTRACTOR'S best efforts, has not been authorized for submittal by the REGIONAL WATER PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.

E. CONTRACTOR or CONTRACTOR's representative (e.g., Subcontractor) must attend at least one state water planning database training session provided by TWDB staff at times and locations to be determined by TWDB.

F. CONTRACTOR must complete the INITIALLY PREPARED REGIONAL WATER PLAN according to Article II, Paragraph A of this Section. CONTRACTOR must submit the INITIALLY PREPARED REGIONAL WATER PLAN to the REGIONAL WATER PLANNING GROUP and allow the REGIONAL WATER PLANNING GROUP to conduct a public hearing to receive and consider comments on the INITIALLY PREPARED REGIONAL WATER PLAN. CONTRACTOR must submit the adopted and certified INITIALLY PREPARED REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR after the REGIONAL WATER PLANNING GROUP authorizes such submittal. The REGIONAL WATER PLANNING GROUP may submit the INITIALLY PREPARED REGIONAL WATER PLAN prior to the required public hearing but must assure the EXECUTIVE ADMINISTRATOR that the hearing will be completed in time to meet the FINAL REGIONAL WATER PLAN DEADLINE for submission of an adopted REGIONAL WATER PLAN. CONTRACTOR must deliver two (2) bound double-sided copies and two electronic copies of a INITIALLY PREPARED REGIONAL WATER PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format, to the EXECUTIVE ADMINISTRATOR no later than the INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE. The EXECUTIVE ADMINISTRATOR will provide any written comments to CONTRACTOR within 120 calendar days.

CONTRACTOR must populate the state water planning database, including resolution of data checks and appeals, by the INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE, in accordance with this CONTRACT. CONTRACTOR must incorporate the required online planning database reports from the state water planning database within the submitted INITIALLY PREPARED REGIONAL WATER PLAN in accordance with this CONTRACT.

The INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on their own initiative or upon written request received from CONTRACTOR at least thirty (30) days prior to the deadline, stating good cause for the extension.

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

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CONTRACTOR must submit:

- one (1) electronic copy of all files on which the plan is based (e.g. spreadsheets, maps);
- two (2) electronic copies of the entire REGIONAL WATER PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format. In compliance with 1 Texas Administrative Code Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites, Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference, which can be found at: https://www.w3.org/WAI/WCAG21/quickref/), the electronic copy of the REGIONAL WATER PLAN must comply with the requirements and standards specified in statute; and,
- five (5) bound, double-sided copies of the REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR no later than the FINAL REGIONAL WATER PLAN DEADLINE.

H. CONTRACTOR must make corrections, updates, or modifications, to the TWDB state water planning database, as necessary, prior to the FINAL REGIONAL WATER PLAN DEADLINE in accordance with this CONTRACT. TWDB will not accept a REGIONAL WATER PLAN or consider it administratively complete until the associated data in TWDB's state water planning database is complete and accurate and the relevant state water planning database reports are included in the REGIONAL WATER PLAN. CONTRACTOR also must transfer copies of all data and reports generated by the planning process and used in developing the REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR no later than the FINAL REGIONAL WATER PLAN DEADLINE. The REGIONAL WATER PLAN and the data collected and transmitted for the REGIONAL WATER PLAN must be prepared in the format and according to specifications prescribed in Regional Water Planning Guidance Documents to this CONTRACT. In the event CONTRACTOR has produced a REGIONAL WATER PLAN, that despite CONTRACTOR'S best efforts has not been adopted by the REGIONAL WATER PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.

I. Delivery of a REGIONAL WATER PLAN that meets statutory and rule requirements as determined by the EXECUTIVE ADMINISTRATOR on or before the FINAL REGIONAL WATER PLAN DEADLINE constitutes completion of the terms of this CONTRACT by CONTRACTOR.

J. After a 90-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the adopted final REGIONAL WATER PLAN. If the final plan is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR must take to have the adopted final REGIONAL WATER PLAN accepted and the retainage released.

K. ANNUAL AUDIT. During the term of this CONTRACT, TWDB reserves the right to request that CONTRACTOR submit an annual audit of the general purpose financial

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statements prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant.

ARTICLE IV. COMPENSATION AND REIMBURSEMENT

A. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the COMMITTED FUNDS for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT, as specified in Section I, Article I.

B. Eligible expenses incurred by CONTRACTOR from the FIRST REIMBURSEABLE EXPENSE DATE through FINAL REIMBURSEABLE EXPENSE DATE will be reimbursed by TWDB. CONTRACTOR will be eligible for reimbursement only for the categories set forth in the budget for this CONTRACT. All requests for reimbursement must be accompanied by copies of invoices and receipts. TWDB will reimburse the actual expenses allowed herein during the term of the CONTRACT.

C. Requests for Advance or Reimbursement for Subcontractor Expenses. Requests for advance or reimbursement for subcontractor expenses will only be considered where such subcontracts or agreements have been determined by the EXECUTIVE ADMINISTRATOR to be consistent with the terms of this CONTRACT. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB, particularly in regard to ownership of data, are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under CONTRACTOR's subcontracts or agreements and is merely a third-party beneficiary of the same. CONTRACTOR is fully responsible for paying all eligible charges by subcontractors prior to reimbursement by TWDB.

Each subcontract or agreement must include a task and expense budget estimate in a format similar to Exhibit B to this CONTRACT, with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts and agreements must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. The subcontracts and agreements must provide that in the event of any conflict with the provisions of this CONTRACT the provisions of the CONTRACT will prevail. In addition, each subcontract or agreement that in any manner involves the collection or manipulation of data must include the provisions in Paragraph D of this Article below.

D. CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services, including 31 TAC § 355.92(d). Expenses incurred under subcontracts or agreements that have not been approved by the EXECUTIVE ADMINISTRATOR or do not otherwise comply with the terms of this CONTRACT are not eligible for reimbursement.

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E. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the amount billed in any one task or expense category does not exceed 35 percent of the total authorized amount for the task or expense budget category, with the exception of funds allocated to the expense budget category Subcontractor Services. Larger deviations require submission of a written request and approval by the REGIONAL WATER PLANNING GROUP and the EXECUTIVE ADMINISTRATOR or designee, which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount. Associated shifts in amounts between budget task and expense categories authorized under this paragraph will not change the COMMITTED FUNDS amount. For all reimbursement billings, including any SUBCONTRACTOR expenses, EXECUTIVE ADMINISTRATOR must have determined that the SUBCONTRACTS between CONTRACTOR and SUBCONTRACTOR(s) are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by SUBCONTRACTOR(s) prior to reimbursement by TWDB.

F. CONTRACTOR and its SUBCONTRACTOR(s) must maintain and retain all records relating to the performance of the CONTRACT, including supporting fiscal documents adequate to ensure that claims for funds are in accordance with applicable State of Texas requirements. These records must be maintained and retained by CONTRACTOR for a period of four (4) years after the CONTRACT expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. TWDB reserves the right to direct CONTRACTOR to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.

G. CONTRACTOR must provide information to an entity or person who is independent of CONTRACTOR and who is selected by the REGIONAL WATER PLANNING GROUP sufficient to allow that person or entity to routinely provide reports of expenses and use of planning funds to the REGIONAL WATER PLANNING GROUP. The person to whom the information is provided may be a member of the REGIONAL WATER PLANNING GROUP. CONTRACTOR must allow such person or entity full access to all records relating to this CONTRACT, including all financial records.

H. Within thirty (30) days after the execution of this CONTRACT, the EXECUTIVE ADMINISTRATOR will advance to CONTRACTOR twenty percent of the COMMITTED FUNDS, unless CONTRACTOR requests and the EXECUTIVE ADMINISTRATOR approves advances of less than twenty percent.

I. All advanced funds received must be deposited into an interest-bearing account by CONTRACTOR.

J. When CONTRACTOR has paid expenses equal to ninety (90) percent of the previous advance, CONTRACTOR may submit a written request to the EXECUTIVE ADMINISTRATOR for another twenty percent advance of the COMMITTED FUNDS (or

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less if requested by CONTRACTOR and approved by the EXECUTIVE ADMINISTRATOR). CONTRACTOR must attach to the request a written progress report described in Article III, Paragraph C of this Section, a listing of actual expenses incurred and documents showing payment of such expenses (including those for force labor activities valued at rates consistent with those ordinarily paid for similar work in CONTRACTOR's organization), and statements or documents showing any interest earned on the previous advance. Any interest earned by CONTRACTOR will be considered part of TWDB's payment of COMMITTED FUNDS and used only for COMMITTED FUNDS.

K. Within thirty (30) days of approving the request, the EXECUTIVE ADMINISTRATOR will advance another twenty percent of the COMMITTED FUNDS, up to ninety-five percent of the total COMMITTED FUNDS. The remaining five percent of COMMITTED FUNDS (retainage) will be held until CONTRACTOR submits a REGIONAL WATER PLAN, as described in Article III, Paragraphs G and H of this Section. If the EXECUTIVE ADMINISTRATOR determines that CONTRACTOR has utilized its best efforts to have a REGIONAL WATER PLAN adopted by the REGIONAL WATER PLANNING GROUP for submittal to TWDB, but has been unable despite those best efforts to do so, the EXECUTIVE ADMINISTRATOR has the discretion to release the five percent retainage.

L. CONTRACTOR must submit payment requests and documentation for reimbursement in accordance with the approved task and expense budgets contained in Exhibit B to this CONTRACT. For all reimbursement billings, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of all CONTRACTS or agreements between CONTRACTOR and the SUBCONTRACTOR(s). CONTRACTOR is fully responsible for paying all eligible charges by SUBCONTRACTOR(s) prior to reimbursement by TWDB.

M. The written progress report required by Article III, Paragraph C of this Section, and the following documentation for the COMMITTED FUNDS, must be submitted by CONTRACTOR to the EXECUTIVE ADMINISTRATOR in support of its requests for reimbursement. CONTRACTOR must submit a progress report and the following documentation for the COMMITTED FUNDS for the reporting period:

1. Completed and Signed Payment Request Checklist which includes the following:
   (a) TWDB CONTRACT Number;
   (b) Total expenses for the billing period; beginning (date) to ending (date);
   (c) Total Services for this billing period;
   (d) Total In-kind services;
   (e) Less Local Share of the COMMITTED FUNDS for the billing period;
   (f) Total of TWDB's share of the COMMITTED FUNDS for the billing period;
   (g) Amount of retainage to be withheld for the billing period;
   (h) Total costs to be reimbursed by TWDB for the billing period; and
   (i) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct

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representation of amounts paid for work performed directly related to this CONTRACT.

2. For direct expenses incurred by CONTRACTOR other than subcontracted work:
   (a) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and
   (b) Copies of invoices for other expenses.

3. For direct expenses incurred by CONTRACTOR for subcontracted work:
   (a) Copies of invoices from the SUBCONTRACTOR(S) to CONTRACTOR
   (b) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the SUBCONTRACTOR(S); and
   (c) Copies of invoices for other expenses.

4. For travel expenses for CONTRACTOR and/or subcontractor(s):
   (a) Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, which will be reimbursed at rates authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded. Receipts required for lodging. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: https://fmx.cpa.state.tx.us/fmx/travel/textravel/trans/personal.php
   (b) Copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals; and
   (c) All other reimbursable travel expenses - invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.

5. Incomplete requests will be returned to CONTRACTOR if deficiencies are not resolved within ten (10) business days.

6. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR must resubmit the Payment Request Checklist dated after the execution of the amendment.

N. CONTRACTOR must provide a final reconciliation of expended amounts under the CONTRACT. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR'S final accounting of the amounts expended by CONTRACTOR and the amounts advanced by

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the TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR, and any interest earned but not expended on such approved expenses. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will reimburse the difference, provided the reimbursement does not exceed the COMMITTED FUNDS.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEGEMENT

A. "Use" of a work product, whether a Contractor Work, a Subcontractor Work or otherwise, means and includes, without limitation, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.

B. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether a Contractor Work, a Subcontractor Work or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.

C. "Dissemination" includes, without limitation, any and all manner of: physical distribution; publication; broadcast; electronic transmission; Internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.

D. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and SUBCONTRACTOR in, or otherwise resulting from, the performance of services under this CONTRACT.

E. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and Subcontractor(s) using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or in part of this CONTRACT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.

1. It is agreed that all Contractor Works are the joint property of TWDB and CONTRACTOR.
2. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and are works-made-for-hire with joint

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ownership between TWDB and CONTRACTOR as such works are created in whole or in part.

3. If the Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership interest in such works to TWDB as they are created in whole or in part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest in the Contractor Works to TWDB after creation in whole or in part of such works, and to provide written documentation of such conveyance upon request by TWDB.
4. TWDB and CONTRACTOR acknowledge that the copyright in and to a copyrightable Contractor Work exists upon creation of the Contractor Work and its fixing in any tangible medium. CONTRACTOR or TWDB may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB.
5. TWDB and CONTRACTOR each have full and unrestricted rights to use a Contractor Work with No Compensation Obligation.

F. For purposes of this Article, "Subcontractor Works" include all work product developed in whole or in part by or on behalf of SUBCONTRACTOR(S) engaged by CONTRACTOR to perform work for or on behalf of CONTRACTOR under this CONTRACT (or by the SUBCONTRACTOR'S SUBCONTRACTOR(S) hereunder, and so on). CONTRACTOR must secure in writing from any SUBCONTRACTOR(S) so engaged:

1. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:
2. assignment by SUBCONTRACTOR to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with CONTRACTOR) of all Subcontractor Works, with No Compensation Obligation; or
3. grant by SUBCONTRACTOR of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.

G. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or its SUBCONTRACTOR(s) unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:

1. any application made for patent must include and name TWDB (and, as applicable and desired by them, both CONTRACTOR and the SUBCONTRACTOR(S)) as co-owners of the patented work;

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2. no patent granted will in any way limit, or be used by CONTRACTOR or SUBCONTRACTOR(S) to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or Subcontract or the use of funds provided hereunder; and
3. TWDB (and, if applicable, CONTRACTOR) has No Compensation Obligation to any other co-owners or licensees of any such patented work.

H. CONTRACTOR must include terms and conditions in all CONTRACTS or other engagement agreements with any SUBCONTRACTOR(S) as are necessary to secure these rights and protections for TWDB; and must require that its Subcontractors include similar such terms and conditions in any CONTRACTS or other engagements with its Subcontractors. For the purposes of this section, "SUBCONTRACTOR(S)" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.

I. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its SUBCONTRACTOR(S) pursuant to this CONTRACT or Subcontract or using any funding provided by TWDB may be reproduced in any media, forms or formats by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products as it deems appropriate, including dissemination of such work products or parts thereof under its own name, provided that any TWDB copyright is noted on the materials.

J. CONTRACTOR agrees to acknowledge TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

ARTICLE VI. SUBCONTRACTS

Each Subcontract entered into to perform required work under this CONTRACT must contain the following information and provisions:

A. **Contract Dates** –There must be a starting date and ending date for work under the Subcontract.

B. **Contract Amount** – The subcontract must list the total dollar value.

C. **Terms of Reimbursement** – Subcontracts must be cost reimbursable. Lump sum agreements are not permitted for services. Please also note that TWDB does not reimburse "handling costs" (mark-ups) on any expenses. Any eligible travel expenses related to a subcontract will be reimbursed at the current rate for State of Texas employees, which can be found at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

D. **Scope of Work** – The terms of the scope of work must be consistent with the scope of work of the CONTRACT.

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E. **Task Budget** – as appropriate. The task budget must be consistent with the task budget specified in the TWDB CONTRACT.

F. **Expense Budget** – as appropriate. The expense budget must be consistent with the expense budget specified in the TWDB CONTRACT.

G. **Signatures** – Each subcontract must be executed appropriately by signature, by each party to the agreement.

H. **State Auditor's Right to Audit -** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

I. **Financial Records:** SUBCONTRACTOR(s) and any contracted parties must maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of TWDB. Accounting by the SUBCONTRACTOR(s) and any contracted parties must be in a manner consistent with generally accepted accounting principles.

J. **Excess Obligations Prohibited/No Debt Against the State:** Any SUBCONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.

K. **License, Permits, and Insurance:** For the purpose of this SUBCONTRACT, SUBCONTRACTOR is an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. SUBCONTRACTOR must obtain all necessary insurance, in the judgment of the SUBCONTRACTOR, to protect itself, CONTRACTOR, TWDB, and employees and officials of TWDB from liability arising out of this SUBCONTRACT. SUBCONTRACTOR must indemnify and hold TWDB and the State of Texas harmless, to the extent SUBCONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR, arising out of the activities under this SUBCONTRACT. SUBCONTRACTOR must be solely and entirely responsible for procuring all necessary licenses and permits which may be required for the SUBCONTRACTOR to perform the subject work.

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L. **Ownership**: It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this SUBCONTRACT and developed by SUBCONTRACTOR pursuant to this SUBCONTRACT will become the joint property of the REGIONAL WATER PLANNING GROUP, CONTRACTOR, SUBCONTRACTOR, and the Texas Water Development Board. These materials must not be copyrighted or patented by the SUBCONTRACTOR. SUBCONTRACTOR agrees that neither the REGIONAL WATER PLANNING GROUP nor the Texas Water Development Board are parties to this SUBCONTRACT and agrees that that these entities have no liability under the terms of this SUBCONTRACT. The Texas Water Development Board is solely a third-party beneficiary under this SUBCONTRACT.

M. **Compliance with TWDB Rules and State Law:** SUBCONTRACTOR must comply with TWDB rules and adhere to all requirements in state law pertaining to the procurement of professional services.

ARTICLE VII. AMENDMENT, TERMINATION, AND STOP ORDERS

A. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to CONTRACTOR. The EXECUTIVE ADMINISTRATOR may terminate this CONTRACT if the REGIONAL WATER PLANNING GROUP withdraws its designation of CONTRACTOR as the CONTRACT representative of the REGIONAL WATER PLANNING GROUP. Upon receipt of such termination notice, CONTRACTOR must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. CONTRACTOR must submit a statement showing in detail the work performed under this CONTRACT up to the date of termination. TWDB, at its discretion, will pay CONTRACTOR for the work actually performed under this CONTRACT, less all payments that have been previously made and any approved by the EXECUTIVE ADMINISTRATOR to conclude the CONTRACT. Thereupon, copies of all work accomplished under this CONTRACT must be delivered promptly to TWDB.

B. Any request to amend the CONTRACT Scope of Work (Exhibit A) must be submitted in writing by CONTRACTOR to TWDB following approval by the REGIONAL WATER PLANNING GROUP [31 TAC § 357.12(a)(3)].

C. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work and cancel all orders under to this CONTRACT, unless the Stop Work Order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by CONTRACTOR of the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE IX. LICENSES, PERMIT, AND INSURANCE

A. For the purpose of this CONTRACT, CONTRACTOR is an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions.

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B. CONTRACTOR is solely and entirely responsible for procuring all necessary licenses and permits which may be required for CONTRACTOR to perform the subject work.

ARTICLE X. SEVERANCE PROVISION

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain of full force and effect.

ARTICLE XI. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.

B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute arising under the CONTRACT.

C. **Excess Obligations Prohibited/No Debt Against the State.** This Contract is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds

D. **False Statements.** If CONTRACTOR signs its application with a false statement or it is subsequently determined that CONTRACTOR has violated any of the representations, guarantees, warranties, certifications or affirmations included in its application, CONTRACTOR will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.

E. **Force Majeure**. Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

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F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

G. **Indemnification.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTORMAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

H. **Public Information Act.** CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

I. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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2. STANDARDS OF PERFORMANCE

A. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

B. **Professional Standards.** CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.

C. **Procurement Laws**. CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

D. **Independent Contractor**. Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. **Proprietary and Confidential Information.** CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

F. **Contract Administration.** TWDB will designate a contract manager for this CONTRACT. The contract manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's contract manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the final REGIONAL WATER PLAN, payment requests, schedules, financial and budget administration, and similar matters. The contract manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

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G. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

H. **Open Meetings.** CONTRACTOR must comply with Texas Government Code Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

3. AFFIRMATIONS AND CERTIFICATIONS

A. **Antitrust Affirmation.** CONTRACTOR represents and warrants that, in accordance with Texas Government Code § 2155.005, neither CONTRACTOR nor any firm, corporation, partnership, or institution represented by CONTRACTOR, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as CONTRACTOR.

B. **Child Support Obligation Affirmation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Texas Family Code § 231.006, contractor certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

C. **Dealings With Public Servants.** Pursuant to Texas Government Code § 2155.003, CONTRACTOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.

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D. **Debts and Delinquencies Affirmation.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.

E. **E-Verify Program.** CONTRACTOR certifies that for contracts for services, CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the CONTRACT to determine the eligibility of: 1) all persons employed by CONTRACTOR to perform duties within Texas; and 2) all persons, including Subcontractors, assigned by CONTRACTOR to perform work pursuant to the CONTRACT within the United States of America.

F. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, CONTRACTOR certifies that either (i) it meets one of the exemption criteria under § 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. CONTRACTOR must state any facts that make it exempt from the boycott certification.

G. **Excluded Parties.** CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

H. **Executive Head of a State Agency Affirmation.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.

If Section 669.003 applies, CONTRACTOR must provide the following information:

Name of Former Executive:

_____

Name of State Agency:

_____

Date of Separation from State Agency:

_____

Position with Contractor:

_____

Date of Employment with Contractor:

_____

I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), CONTRACTOR certifies that neither CONTRACTOR nor any person or entity represented by CONTRACTOR has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible

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to receive the specified contract and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

J. **Foreign Terrorist Organizations.** CONTRACTOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

K. **Human Trafficking Prohibition**. Under Texas Government Code § 2155.0061, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

L. **Lobbying Prohibition.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

M. **No Conflict of Interest.** CONTRACTOR represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. CONTRACTOR also represents and warrants that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.

O. **Suspension and Debarment.** CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

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ARTICLE XII. CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For **TWDB:**

Contract Issues:
Texas Water Development Board
Attention: Procurement & Contract Services
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Payment Request Submission:
Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:
Stephen F. Austin Building
1700 N. Congress Avenue, 6th Floor
Austin, Texas 78701

For **CONTRACTOR:**

Contract Issues:
Mario Canizares, City Manager
City of Nacogdoches
P.O. Box 635030
Nacogdoches, TX 75963-5030
Email: canizaresm@nactx.us

Payment Request Submission:
Mario Canizares, City Manager
City of Nacogdoches
P.O. Box 635030
Nacogdoches, TX 75963-5030
Email: canizaresm@nactx.us

Physical Address:
Nacogdoches City Hall
202 E. Pilar Street
Nacogdoches, Texas 75961-5508

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

Jeff Walker

Jeff Walker
Executive Administrator

Date: 7/12/2021

CITY OF NACOGDOCHES

Mario Canizares

Mario Canizares
City Manager

Date: 7/12/2021

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Exhibit A

Scope of Work

2026 Regional Water Plans

NOTE:
SCOPE OF WORK TO BE AMENDED TO INCORPORATE REMAINING PLANNING TASKS NECESSARY TO COMPLETE THE 2026 REGIONAL WATER PLANS AT A LATER DATE.

June 2021

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

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Task 1- Planning Area Description

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

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

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

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

Deliverables: A completed Chapter 1 describing the regional water planning area must be included in the Initially Prepared Plan and final 2026 Regional Water Plan.

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Task 2A - Non-Municipal Water Demand Projections

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

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

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

TWDB staff will provide draft water demand projections for all associated non-municipal water user groups to the regional water planning groups for their review and input.

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

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

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

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

1) Receive and make publicly available the draft non-municipal water demand projections provided by the TWDB.
2) Evaluate draft non-municipal water demand projections provided by the TWDB.
3) Review comments received from local entities and the public for compliance with TWDB requirements.
4) Prepare detailed feedback on draft non-municipal water demand projections, as necessary, including justification and documentation supporting requested changes from the regional

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water planning group and/or local entities with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.

5) Submit numerical requests for revisions of draft non-municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the regional water planning group, based on, for example, requests received from local entities, in accordance with the contract guidance document *General Guidelines for Development of the 2026 Regional Water Plans.*
6) Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
7) Assist the TWDB, as necessary, in resolving final allocations of water demands to water user groups to conform with any control totals defined by the TWDB, for example, by county and/or region.
8) Prepare non-municipal water demand projection summaries for water user groups using final, Board-adopted projections to be provided by the TWDB, as necessary. Any regional water planning group-created data tables should match the appropriate final data as reported by DB27.
9) Modify any associated non-municipal water demand projections for major water providers, as necessary based on final, Board-adopted water user group water demand projections.
10) Review the TWDB *Water Demand* report(s) from DB27 and incorporate this planning database report(s), unmodified, into any technical memorandum, initially prepared plan, and final regional water plan.
11) Update wholesale water provider contractual obligations to supply water to other entities and report this information along with projected demands, including within DB27 and within any planning memorandums or reports, as appropriate.
12) Review aggregated water demand projections for major water providers provided by the TWDB. This will include retail demand data if the major water provider is a water user group, and contract demand data based on data entered by the planning group into DB27 if the major water provider is a wholesale water provider.
13) Summarize and present projected water demands for major water providers by category of use for each planning decade and incorporate this table into any technical memorandum, initially prepared plan, and final regional water plan.
14) Disseminate the chapter document and related information to regional water planning group members for review.
15) Modify the chapter document based on regional water planning group, public, and/or agency comments.
16) Submit the chapter document to the TWDB for review and approval; and
17) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

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

Task 2B - Population and Municipal Water Demand Projections

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

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

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

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

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

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

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

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

1) Receive and review a draft municipal water user group entity list and detailed public water system list within each collective reporting unit provided by the TWDB and submit identified corrections to water user group-water systems relations or water user group names to the TWDB. Once finalized, the municipal water user group entity list will be populated into DB27.
2) Receive and review historical population and water use estimates and GPCDs provided by the TWDB and submit identified corrections to the TWDB.
3) Receive and make publicly available the draft population and associated municipal water demand projections provided by the TWDB that are based on utility service areas.
4) Evaluate draft population, GPCDs, Plumbing Code Savings (PC Savings) and associated municipal water demand projections provided by the TWDB.
5) Review and summarize comments received from local entities and the public for compliance with TWDB requirements.
6) Provide detailed revision requests to the TWDB for population, GPCDs, PC Savings and associated municipal water demand projections, as necessary, including justification and

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documentation supporting suggested changes with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.

7) Submit numerical requests for revisions of draft population, GPCDs, PC Savings and municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the regional water planning group, based on, for example, requests received from local entities, in accordance with the contract guidance document *General Guidelines for Development of the 2026 Regional Water Plans.*
8) Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
9) Assist the TWDB, as necessary, in resolving final allocations of population and municipal water demands to water user groups to conform with any control totals defined by the TWDB, for example, by county and/or region.
10) Prepare population and municipal water demand projection summaries for water user groups using final, Board-adopted projections to be provided by the TWDB, as necessary. Any regional water planning group-created data tables must match the appropriate final data as reported by DB27.
11) Modify any associated population and municipal water demand projections for major water providers, as necessary based on final, Board-adopted water user group population and water demand projections.
12) Review the TWDB *Population and Water Demand* reports from DB27 and incorporate these planning database reports, unmodified, into any technical memorandum, initially prepared plan, and final regional water plan.
13) Update wholesale water provider contractual obligations to supply water to other entities and report this information along with projected demands including within DB27 and within any planning memorandums or reports, as appropriate.
14) Review aggregated water demand projections for major water providers provided by the TWDB. This will include retail demand data if the major water provider is a water user group, and contract demand data based on data entered by the regional water planning group, into DB27 if the major water provider is a wholesale water provider.
15) Summarize and present projected water demands for major water providers by category of use for each planning decade and incorporate this table into any technical memorandum, initially prepared plan, and final regional water plan.
16) Disseminate the chapter document and related information to regional water planning group members for review.
17) Modify the chapter document based on regional water planning group, public, and/or agency comments.
18) Submit the chapter document to the TWDB for review and approval; and
19) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

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

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

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

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

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

1) Receive and consider TWDB feedback on the implementation of the regional water planning group's legislative, administrative, and regulatory recommendations, as applicable to the TWDB, in the previous regional water plan.
2) Receive and consider recommendations from the Interregional Planning Council to the regional water planning groups.
3) Consider relevant plans referenced under 31 TAC §357.22 in developing this chapter.
4) Consider and discuss potential recommendations for designation of ecologically unique stream segments within the regional water planning area, based on the criteria in 31 TAC §358.2.
5) If applicable, prepare a recommendation package following the requirements in 31 TAC §357.43(b) recommending which stream segments in the region, if any, should be recommended for designation as ecologically unique stream segments. Evaluate and incorporate comments from the regional water planning group. Upon approval by the regional water planning group, submit the recommendation package to the Texas Parks and Wildlife Department for comments.
6) Include the recommendation package and Texas Parks and Wildlife Department's written evaluation on the unique stream segment(s) recommendation in the final adopted regional water plan. An updated Texas Parks and Wildlife Department evaluation must be included in each regional water plan, even for those stream segments that have been recommended in previous plans but not designated by the Legislature.
7) For each recommended or previously designated unique stream segment, include a quantitative analysis of the impact of the regional water plan on the stream segments based upon the assessment criteria in 31 TAC §357.43(b)(2).
8) Consider and discuss potential recommendations for designation of unique reservoir sites within the regional water planning area.
9) For each recommended unique reservoir site, include a description of the site, reasons for the unique designation, and expected beneficiaries of water supplies developed at a given site in accordance with 31 TAC §357.43(c).
10) Consider and discuss potential regional policy issues; identify recommendations for legislative, administrative, and regulatory rule changes; including recommendations to improve the state and regional planning process.
11) Disseminate the chapter document and related information to regional water planning group members for review.
12) Modify the chapter document based on regional water planning group, public, and or agency comments.
13) Submit the chapter document to the TWDB for review and approval; and

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14) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

Deliverables: A completed Chapter 8 presenting regional water planning group unique stream segment, unique reservoir site, legislative, administrative, and regulatory recommendations must be included in the Initially Prepared Plan and final 2026 Regional Water Plan.

Task 10 - Public Participation and Plan Adoption

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

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

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

A) Plan Development Activities

1) Organize, support, facilitate, and document all meetings/hearings associated with activities necessary and eligible to complete and submit a technical memorandum, initially prepared plan, and final regional water plan to the TWDB, including but not limited to: regular regional water planning group meetings, committee meetings, or subcommittee meetings; pre-planning meeting; meetings associated with revision of draft projections; public meeting for the consideration of the process for identifying potentially feasible water management strategies and the presentation of the analysis of infeasible water management strategies; consideration of a substitution of alternative water management strategies; public hearing on the initially prepared plan; adoption of the final regional water plan, and consideration of regional water plan amendments, alternative WMS substitutions, or Board-directed revisions.
2) Include a deliberate discussion on how the planning group will conduct interregional coordination and collaboration regarding water management strategies during both the preplanning meeting required under 31 TAC §357.12(a)(1) and meeting to consider the process for identifying potentially feasible water management strategies required under 31 TAC §357.12(b).
3) Collect and evaluate information, including any information gathering surveys from water suppliers or water user groups, (e.g., on existing infrastructure; existing water supplies; potentially feasible water management strategies) and/or maintenance of contact lists for regional planning information in the region.
4) Conduct intraregional and interregional coordination and communication, and or facilitation required within the regional water planning area and with other regional water planning groups to develop a regional water plan including with water suppliers or other

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relevant entities such as groundwater conservation districts, water user groups, and or wholesale water providers. This includes gathering and documenting information on potential interregional opportunities or issues.

5) Incorporate all required DB27 reports into the technical memorandum, initially prepared plan and final regional water plan. Note that all DB27 reports are required to be grouped together in one appendix to the regional water plan and that the regional water plan Executive Summary must reference the location of the DB27 reports.
6) Develop and include an Executive Summary in both the initially prepared plan and final regional water plan, not to exceed 30 pages.
7) Make modifications to the regional water plan documents based on regional water planning group, public, and/or agency comments.
8) Prepare a regional water plan chapter summarizing Task 10 activities including review by the RWPG and modification of document as necessary.
9) Prepare and transmit correspondence, for example, directly related to public comments on regional water plan documents.
10) Develop draft and final responses for regional water planning group approval to public questions or comments as well as approval of the final responses to comments on regional water plan documents.
11) Produce, distribute, and submit all draft and final regional water plan-related planning documents for the regional water planning group, public and agency review, including in hard-copy format when required.
12) Assemble, compile, and produce of the completed initially prepared plan and final regional water plan documents that meet all requirements of statute, 31 TAC Chapters 355, 357 and 358, regional water planning contract and associated contract guidance documents.
13) Submit the regional water plan documents in required formats to the TWDB for review and approval; and all effort required to obtain final approval of the regional water plan by the TWDB.

B) Technical Support and Administrative Activities

1) Support and accommodate periodic presentations by the TWDB for the purpose of orientation, training, and retraining as determined and provided by the TWDB during regular regional water planning group meetings.
2) Consider recommendations in the *Best Management Practices Guide(s) for Regional Water Planning Group Political Subdivisions*, as prepared and updated by the TWDB.
3) Attendance and participation of technical consultants in TWDB-provided DB27 trainings, including individualized trainings and review of technical and data-related contract guidance documents in the TWDB regional water planning contract.
4) Develop agendas, presentations, and handout materials for the public meetings and hearings to provide to regional water planning group members and the public.
5) Attendance and participation of technical consultants at regional water planning group, committee, subcommittee, and other meetings and hearings necessary for regional water plan development including preparation and follow-up activities.
6) Develop technical and other presentations and handout materials for regional water planning group meetings and hearings to provide technical and explanatory data to the regional water planning group and its subcommittees, including follow-up activities.
7) Perform administrative and technical support including coordination of and participation in RWPG activities, and documentation of any regional water planning group meetings, hearings, workshops, workgroups, subgroup and/or subcommittee activities.
8) Provide status reports to the TWDB for work performed under this Contract.

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9) Meet all public notice requirements in accordance with the Texas Open Meetings Act, statute, 31 TAC §357.21, and any other applicable public notice requirements.

C) Other Activities

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

Deliverables:

- A draft Chapter 10 summarizing public participation activities to date included in the Initially Prepared Plan.
- A completed Chapter 10 summarizing public participation activities and appendices with public and agency comments and regional water planning group responses to comments in the final 2026 regional water plan.
- A complete Initially Prepared Plan and final 2026 Regional Water Plan.

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Exhibit B

Task and Expense Budgets

2026 Regional Water Plans

June 2021

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CONTRACTOR TASK BUDGET

CAS Item No.	Regional Water Planning Task No.	Task Description	Amount
1	1	Planning Area Description	$18,805.00
2	2A	Non-Municipal Water Demand Projections	$32,928.00
3	2B	Population and Municipal Water Demand Projections	$53,316.00
4	8	Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues	$11,097.00
5	10	Public Participation and Plan Adoption	$112,668.00
		Total	**$228,814.00**

CONTRACTOR EXPENSE BUDGET

CATEGORY	AMOUNT
Other Expenses [1]	$5,000.00
Subcontract Services	$219,814.00
Voting Planning Member Travel [2]	$4,000.00
Political Subdivision Travel [3]	$0.00
Total Study Cost [4]	**$228,814.00**

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

a. Direct costs, excluding personnel costs, for placing public notices for the legally required public meetings, maintaining a website, and of providing copies of information for the public and for members of the RWPG as needed for the efficient performance of planning work such as:
   1. expendable supplies consumed in direct support of the planning process;
   2. direct communication charges;
   3. limited direct costs/fees of maintaining RWPG website domain, website hosting, and/or website – not to exceed $250.00 per calendar year;
   4. direct non-labor costs of storing or posting of audio-visual files (e.g., meeting recordings) – this is not not limited by cap stated in item a.3 above;
   5. direct non-labor costs and fees associated with the initial development of a website – this is not limited by cap stated in item a.3 above, but must be reasonable by professional standards and not detract from plan development;
   6. reproduction of materials directly associated with notification or planning activities (currently 10¢ per copy or the actual non-labor direct costs as documented by the Contractor);
   7. other direct costs of public meetings, all of which must be directly related to planning (e.g., newspaper and other public notice posting costs, and facility rentals); and
   8. direct postage (e.g., postage for mailed notification of funding applications or meetings).

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b. Costs associated with providing translators and accommodations for persons with disabilities for public meetings when required by law or deemed necessary by the RWPGs and certified by the chairperson.
c. Food, drink, or lodging (excluding tips and alcoholic beverages) for Political Subdivision staff designated to be the representative for the RWPG and travel to support participation in legislatively required or Board requested meetings, as specifically authorized by the RWPG and TWDB Executive Administrator;
d. Limited labor, reproduction, or distribution of newsletters – not to exceed 3% of the Task 10 budget for the full period of the contract nor a total of $5,000;
e. The RWPG Political Subdivision's personnel costs for the staff hours that are directly spent providing, preparing for, and posting public notice for RWPG meetings and hearings, including labor, fringe, overhead, and other expenses for their support of and attendance at such RWPG meetings and hearings. This may not exceed: $5,000 per regular RWPG meeting nor a total of 10% of the total study cost budget for the full period of the contract or a total of $60,000, whichever is lower.

[2] Voting Planning Member Travel Expenses are limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded. These expenses are defined as:

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

[3] Political Subdivision Travel Expenses is defined as eligible mileage expenses incurred by political subdivisions for work associated with regional water plan development. Travel must be specifically authorized by the RWPG and TWDB Executive Administrator. The reimbursed amount is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded.

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

a. Compensation for the time or expenses of RWPGs members' service on or for the RWPG;
b. Costs of administering the RWPGs, other than those eligible and authorized under Eligible Expenses;
c. Costs for training;
d. Costs of administering the regional water planning grant and associated contracts;
e. Costs associated with development of an application for a regional water planning grant or reviewing materials developed due to this grant;
f. Food, drink, or lodging for RWPG members (including tips and alcoholic beverages), unless eligible and authorized under item [2]b above;
g. Purchase, rental, or depreciation of equipment (e.g., computers, copiers, fax machines);
h. General purchases of office supplies not documented as consumed directly for the planning process; and
i. Costs associated with social events or tours.

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Exhibit C

General Guidelines for Development of the 2026 Regional Water Plans

NOTE:

THIS DOCUMENT CURRENLTY INCLUDES ONLY THE GUIDANCE ASSOCIATED WITH THE INTIAL SCOPE OF WORK TASKS. SECTIONS 3 – 9, 11, AND 12 WILL BE INCORPORATED INTO GUIDANCE UPON AMENDMENT OF THE FULL SCOPE OF WORK

June 2021

This document is subject to future revision based upon any future Legislative actions.

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SECTION 1 – Introduction

1.1 Background

The sixth cycle of regional and state water planning as defined by Senate Bill 1 of the 75th Texas Legislature commenced in 2021 and will extend through 2026. Regional water planning groups must prepare the 2026 Regional Water Plans that, once approved, will become the basis for the 2027 State Water Plan.

While the regional water plan development is directed by the regional water planning groups, in order to ensure that the regional water plans follow a consistent and credible approach, the TWDB's Executive Administrator prepared the following guidelines to assist with the planning process. These guidelines augment the Texas Water Code (TWC) and the administrative rules related to regional water planning and are part of the regional water planning grant contracts.

1.2 Purpose

These guidelines build upon and provide additional information and greater detail about how to implement the administrative rules, including regarding the required methods, content, and format of information to be contained and presented in each RWP to meet rule and contractual requirements including the scope of work. For convenience, the sections of this document include direct links to the relevant regional water planning rules and the Exhibit A: Scope of Work tasks, followed by 'Guidance' content provided by the Executive Administrator.

While each regional water plan is unique to its region, this guidance is intended to ensure that the 16 regional water plans are developed in a generally consistent and similar manner to produce information that may be combined and aggregated, at the state level, to support the development of a meaningful and credible state water plan. The intent is to ensure that the 16 regions generally produce and provide 'apples to apples' data across the entire state including key information that will support the Texas Water Development Board's (TWDB) development of the state water plan.

Depending upon the nature of particular water planning rules or contract tasks, this guidance intentionally varies in its degree of specificity and flexibility. These guidelines include specific requirements that must be complied with by regional water planning groups as they prepare the regional water plan as well as guidance that the regional water planning groups may "consider", and that leaves certain considerations to the discretion of the planning groups.

The Initially Prepared Plans (IPP) and the final adopted regional water plans will be reviewed by TWDB based on statute, regional water planning rules, as well as requirements that are included in this and all other contract documents including the scope of work.

This document augments existing statute and rules that govern regional water planning. Provisions of TWC §16.053 and 31 Texas Administrative Code (TAC) Chapters 355, 357,

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and 358 serve as the foundation for information in this document and are not superseded or abridged by anything contained within or excluded from this document.

1.3 General format and content of this document

This guidance consists of the following sections:

1. **Section 1 – Introduction** includes background material and a general document cross-refence that illustrates how the administrative rules, contract scope of work, and guidance documents all relate and align with one another.
2. **Section 2 – Scope of Work Task-Specific Guidelines** includes guidance organized by Scope of Work tasks and related rules sections. The section identifies various summary tables that are required to be included in the IPP and final RWP.
3. **Section 3 – Appendices** includes appendices that accompany sections 1 and 2.

1.4 General guidance

1. Development of the regional water plans will be guided by the State Water Plan Guidance Principles.
2. The regional water plans must include an Executive Summary including key findings and recommendations, not to exceed 30 pages.
3. This guidance document includes the minimum reporting requirements where information and data are available. A regional water planning group may present more information and findings in their plan than is required by this guidance.
4. Regional water planning groups must submit all data identified in Exhibit D: Guidelines for 2026 Regional Water Planning Data Deliverables to the TWDB. The regional water plans are intended to include data reflective of a planning level analysis.

1.5 Documents and files that accompany and are integral to implementing this guidance

1. **Exhibit C Tables**: An excel template file called "2026 RWP Exhibit C Tables" will be developed to accompany this guidance document and will include the summary tables that are required to be included in the IPP and final regional water plan. The excel spreadsheet must be filled in and submitted with the in the IPP and final regional water plan with associated information.
2. **Exhibit D: Guidelines for 2026 Regional Water Plan Data Deliverables –** this is a separate document that will be developed to support this guidance. Exhibit D will be incorporated into contracts via a future contract amendment that incorporates the remaining Scope of Work tasks. Guidelines for the development of the previous regional water plans may be found *here*.

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1.6 General document cross-reference for regional water plans

For convenience the table below illustrates how contract tasks, guidance, administrative rules, and regional water plan chapters generally relate.[1] The chapter breakdown for each plan is specifically required under 31 TAC §357.22(b). Plans that are not organized in this manner will be considered administratively incomplete and will not be reviewed. **Please note that this table includes anticipated scope of work tasks for the 2026 Regional Water Plan development. This table (including any items marked TBD) is subject to revision upon incorporation of the full SOW. Items marked with an asterisk are anticipated to be removed following the TWDB's implementation of House Bill 1905, 87th Legislative Session.**

[1] Some rules (e.g., TAC §358; §357.22) apply more broadly to all regional water planning activities.

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Regional Water Planning Contract Document References			2026 Regional Water Plan Chapter, Associated TAC Sections, and Content		
TWDB Contract Reimbursement Accounting Number ('CAS')	Exhibit A - Contract Scope of Work Task	Exhibit C - General Guidelines for Development of the 2026 Regional Water Plans	Regional Water Plan Chapter Number	Primary TAC Section	General Content
1	1	1	**1**	§357.30	Description of the Regional Water Planning Area
2	2A	2	**2**	§357.31	Projected Non-Municipal Water Demands
3	2B			§357.31	Projected Population and Municipal Water Demands
TBD	TBD	3	**3**	§357.32	Water Supply Analysis
TBD	TBD	4	**4**	§357.33	Identification of Water Needs
TBD	TBD	NA	**TBD**	§357.12	Identification of Infeasible Water Management Strategies
TBD	TBD	NA	**NA**	contract	Technical Memorandum Deliverable
TBD	TBD	5	**5**	§357.34	Identification of Potentially Feasible Water Management Strategies
TBD	TBD			§357.34; §357.35	Evaluations of Potentially Feasible Water Management Strategies, Recommended Water Management Strategies and Projects, and Alternative Water Management Strategies and Projects
TBD	TBD			§357.34	Conservation Recommendations *[as an individual subchapter]*
TBD	TBD	6	**6**	§357.40	Impacts of Regional Water Plan
				§357.41	Consistency with Protection of Water Resources, Agricultural Resources, and Natural Resources
TBD	TBD	7	**7**	§357.42	Drought Response Information, Activities, and Recommendations
4	8	8	**8**	§357.43	Policy Recommendations & Unique Sites
TBD	TBD	9	**9**	§357.44	Infrastructure Financing Analysis*
5	10	10	**10**	§357.21; §357.50	Public Participation and Plan Adoption
TBD	TBD	11	**11**	§357.45	Implementation and Comparison to the Previous Regional Water Plan
TBD	TBD	12	**N/A**	§357.46	RWPG Prioritization of Recommended Water Management Strategy Projects *

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1.7 Definitions of Terms

1.7.1 Regional Water Planning rule definitions

Many of the regional water planning specific terms and acronyms used in this guidance document are defined in 31 TAC §357.10. These may be viewed online at: https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=10&ch=357&rl=10

1.7.2 Groundwater Management rule definitions

Many of the groundwater related terms and acronyms used in this guidance document are defined in 31 TAC §356.10. These may be viewed online at: https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=10&ch=356&rl=10

1.7.3 Non-rule definitions pertinent to regional water planning

Aquifer – Geologic formation that contains sufficient saturated permeable material to yield significant quantities of water to wells and springs. The formation could be sand, gravel, limestone, sandstone, or fractured igneous rocks.

Aquifer recharge – Water that infiltrates to the water table of an aquifer.

Aquifer storage and recovery – The practice of injecting water, when available, into an aquifer where it is stored for later use.

Brackish water – Water containing total dissolved solids between 1,000 and 10,000 milligrams per liter.

Capital cost – Portion of the estimated cost of a water management strategy that includes both the direct costs of constructing facilities, such as materials, labor, and equipment, and the indirect costs associated with construction activities, such as engineering studies, legal counsel, land acquisition, contingencies, environmental mitigation, interest during construction, and permitting.

Desalination – Process of removing salt and other dissolved solids from seawater or brackish water.

Drought – Generally applied to periods of less than average precipitation over a certain period of time. Associated definitions include meteorological drought (abnormally dry weather), agricultural drought (adverse impact on crop or range production), and hydrologic drought (below-average water content in aquifers and/or reservoirs).

Environmental flows – An environmental flow is an amount of water that should remain in a stream or river for the benefit of the environment of the river, bay, and estuary, while balancing human needs.

Estuary – A bay or inlet, often at the mouth of a river and may be bounded by barrier islands, where freshwater and seawater mix together providing for economically and ecologically important habitats and species and which also yield essential ecosystem services.

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Firm diversion (run of river availability) – Evaluated for municipal sole-source water use (i.e. not firmed up with other sources) is defined as the minimum monthly diversion amount that is available 100 percent of the time during a repeat of the drought of record. Evaluated for all other water users, the 'firm diversion' is defined as the minimum annual diversion, which is the lowest annual summation of the monthly diversions reported by the Water Availability Model over the simulation period (lowest annual summation being the calendar year within the simulation that represents the lowest diversion available).

Group quarter – A place where people live or stay in a group living arrangement that is owned or managed by an entity or organization providing housing and/or services for the residents. Group quarters include such places as college residence halls, residential treatment centers, skilled nursing facilities, group homes, military barracks, correctional facilities, and workers' dormitories.

Infrastructure – Physical means for meeting water and wastewater needs, such as dams, wells, conveyance systems, and water treatment plants.

Instream Flow – Water flow and water quality regime adequate to maintain an ecologically sound environment in streams and rivers.

Local groundwater supplies – Supplies found in local groundwater areas usually not associated with a major, minor, or other aquifer (e.g., a small local alluvial aquifer) that may still be used as a non-municipal water supply source (e.g., for livestock use), but that the groundwater management area determined to be small enough to not go through the desired future condition process.

Local surface water supplies – Limited, unnamed individual surface water supplies that, separately, are available only to particular non-municipal water user groups, such as livestock.

Non-relevant aquifer – An aquifer/region/county/basin geographic unit or a sub-portion of such a geographic aquifer unit where the groundwater management area did not assign a desired future condition. This results in this geographic unit (or sub-portion) not having an associated modeled available groundwater volume. In addition, this means that the associated aquifer/region/county/basin geographic unit may or may not have a non-modeled available groundwater volume (as determined by the planning group) associated with it.

Other aquifer – An aquifer that has not been designated as major or minor.

Rainwater harvesting – An ancient practice involving the capture, diversion, and storage of rainwater for landscape irrigation, drinking and domestic use, aquifer recharge, and in modern times, stormwater abatement.

Seawater – Water typically containing total dissolved solids of 35,000 milligrams per liter or greater. The volume of total dissolved solids may be lower than 35,000 milligrams per liter.

Sedimentation – Action or process of depositing sediment in a reservoir, usually silts, sands, or gravel.

Storage – Natural or artificial impoundment and accumulation of water in surface or underground reservoirs, usually for later withdrawal or release.

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System gain – The amount of permitted water a system creates that would otherwise be unavailable if the reservoirs were operated independently and this volume must be reported separately. For multi-reservoir systems, the minimum system gain during drought of record conditions may be considered additional water available, if permitted.

Water availability model – Numerical computer program used to determine the availability of surface water within each river basin for permitting in the state.

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2 SECTION 2 – Scope of work task specific guidelines

Included in this section is guidance specifically addressing the following scope of work tasks[2]. Items marked with an asterisk are anticipated to be removed following TWDB's implementation of House Bill 1905, 87th Legislative Session. Corresponding agency rules are also shown below for convenience and reference:

- Task 1 – Description of the Regional Water Planning Area (§357.30)
- Task 2A and 2B – Projected Population and Water Demands (§357.31)
- Water Supply Analysis (§357.32)
- Needs Analysis: Comparison of Water Supplies and Demands (§357.33)
- Identification of Infeasible Water Management Strategies (§357.12)
- Identification and Evaluation of Potentially Feasible Water Management Strategies and Water Management Strategy Projects (31 TAC §357.34); Recommended Water Management Strategies and Alternative Water Management Strategy Projects (§357.35)
- Impacts of Regional Water Plan (§357.40); Consistency with Long-term Protection of Water Resources, Agricultural Resources, and Natural Resources (§357.41)
- Drought Response Information, Activities, and Recommendations (§357.42)
- Task 8 – Regulatory, Administrative, or Legislative Recommendations (§357.43)
- Infrastructure Financing Analysis (§357.44)*
- Task 10 – Adoption, Submittal, and Approval of Regional Water Plans (§357.50 and §357.21)
- Implementation and Comparison to the Previous Regional Water Plan (§357.45)
- Prioritization of Projects by RWPGs (TAC §357.46)*

2.1 Planning area description (Task 1)

Rule and scope of work requirements:

- §357.30: Description of the Regional Water Planning Area
- Scope of work Task 1: Planning Area Description

Guidance:

Each regional water plan must include a description of the regional water planning area including the following items:

1. social and economic aspects of a region such as information on current population, economic activity and economic sectors heavily dependent on water resources;
2. current water use and major water demand centers;
3. current groundwater, surface water, and reuse supplies including major springs that are important for water supply or protection of natural resources;
4. major water providers;
5. agricultural and natural resources;
6. identified water quality problems;

[2] The initial regional water planning contracts include only SOW tasks 1, 2A-2B, 8, and 10. The remaining SOW tasks numbers and related sections of this guidance document will be incorporated via a future contract amendment.

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7. identified threats to agricultural and natural resources due to water quantity problems or water quality problems related to water supply;
8. summary of existing local and regional water plans;
9. the identified historic drought(s) of record within the planning area;
10. current preparations for drought within the planning area;
11. information provided by the TWDB from water loss audits performed by Retail Public Utilities pursuant to 31 TAC §358.6 (relating to water loss audits); and,
12. an identification of each threat to agricultural and natural resources and a discussion of how that threat will be addressed or affected by the water management strategies evaluated in the plan.

Major water providers

Major water providers for the planning area are a subset of water user groups and/or wholesale water providers identified by the regional water planning groups to be of particular significance to the region's water supply. Each region must decide which entities are designated as major water providers. If the region decides not to designate any entities as major water providers, the plan needs to include discussion in chapter one of the plan as to why the planning group determined it does not have any water user groups or wholesale water providers of significance to the region's water supply.

Wholesale water providers

Entities designated as a wholesale water provider for planning purposes must sell or deliver (or plan to sell or deliver) wholesale water at some point in the 50-year planning horizon. Regional water planning groups will determine which wholesale water providers they want to utilize in their plan development. Data analysis and evaluations described throughout this document are relevant to the water user groups and wholesale water providers of the planning area. Data analyses of identified wholesale water providers will occur in the evaluation of contractual obligations to supply water, the demands associated with water user groups served by the wholesale water provider, the evaluation of the wholesale water provider's existing water supplies, and the evaluation of water management strategies and projects, for example.

Water user group and wholesale water provider data will support compiling results to describe the major water providers of the planning area. Even though the regional water planning group is not required to specifically report basic information on wholesale water provider demands and supplies in the regional water plan, it will need to do so in at least two specific instances:

1. if that same entity is also designated by the planning group as a major water provider, or
2. if that wholesale water provider is designated as the "sponsor" of any recommended water management strategy project in the plan, through TWDB-generated data reports. The wholesale water provider information will provide the basis for the wholesale water provider strategy or project.

These are minimum reporting requirements, however a regional water planning group may present more wholesale water provider information utilized in the development of

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their plan. The extent to which planning groups report on additional wholesale water providers that have not been designated as major water providers is left largely to the discretion of the planning groups.

Drought(s) of record

When presenting information on historic drought(s) of record, the regional water planning group may identify other relevant (e.g., basin-level) droughts of record that impact water supplies in the planning area in addition to identifying the overall historic drought of record in the planning area.

Water loss audits

Information provided by the TWDB from water loss audits may be presented, for example, as a summary in tabular form along with a description of the information and how the regional water planning group considered the information in developing the regional water plan. Examples of water loss audit data presented include the number of entities submitting water loss audits, the total quantity of water produced, the total reported quantity of water lost, and the percent of water loss.

2.2 Population and water demand projections (Tasks 2A and 2B)

Rule and scope of work requirements:

- §357.31: Projected Population and Water Demands
- Scope of work Task 2A: Non-Municipal Water Demand Projections
- Scope of work Task 2B: Population and Municipal Water Demand Projections

Guidance:

The TWDB will provide an updated water user group list for use in the 2026 Regional Water Plans and 2027 State Water Plan. The definition of water user groups can be found in 31 TAC §357.10(43).

The TWDB will prepare draft population and municipal water demand projections for 2030-2080 for all municipal water user groups using data based on the new decennial census, new county-level population projections from the Texas Demographic Center, and the most recent utility boundary information.

Non-municipal draft water demand projections consisting of manufacturing, irrigation, livestock, and steam-electric power generation will be developed based on more recent historical water use data (2015-2019) and the same methodologies that were updated for use in developing the 2021 Regional Water Plans and 2022 State Water Plan. For the mining water use category, new projections will be developed based on a contracted mining study by the Bureau of Economic Geology.

Criteria and required data for requested changes to draft projections and revisions of approved projections

The initial list of water user groups will be prepared and provided to each regional water planning group along with historical water use and population data for their review. The

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regional water planning groups will review the water user group list and historical data from the TWDB and provide corrections and feedback to the TWDB.

Once the final list of water user groups is established, the TWDB will prepare draft population and water demand projections for each region. The regional water planning groups will then review the draft projections and may provide input to the TWDB or request specific changes to the draft projections from the TWDB. All requests to adjust draft projections must be submitted along with associated quantified data in an electronic format determined by the TWDB (e.g., Excel spreadsheets). If adequate justification is provided by the regional water planning groups to the TWDB, population and/or water demand projections may be adjusted by the TWDB in consultation with Texas Department of Agriculture, Texas Commission on Environmental Quality, and Texas Parks and Wildlife Department. The TWDB will then incorporate approved adjustments to the projections prior to the Board's consideration of adoption of the population and water demand projections. Acceptable criteria and required data are specified for each water user group category in Sections 2.2.1 and 2.2.2.

The regional water planning groups must use the Board-adopted projections when preparing their regional water plans. The TWDB will directly populate the state water planning database (DB27) with all Board-adopted water user group-level projections and the TWDB will make any related changes to DB27 if subsequent revisions are approved by the Board.

Regional water planning groups may request revisions to Board-adopted projections if the request demonstrates the projections no longer represent a reasonable estimate of anticipated conditions based on changed conditions or new information in accordance with 31 TAC §357.31(e)(2)[3]. However, planning groups will need to manage the timelines required for agency review and Board action with the subsequent revisions to their reginal plans in order to meet all contractual deliverable deadlines.

2.2.1 Population projections

The draft population projections will include permanent residential population including 'group quarter' population residing in institutional facilities (military, prisons, schools, or nursing homes) who are served by municipal water user groups or rely on their own water sources. Seasonal population, including tourist or seasonal workers, are not included in the draft projections although the associated seasonal water use is necessarily reflected in the per capita water use rates.

Prior to the release of the draft projections, the TWDB will analyze the most recent population projections from the Texas Demographic Center in comparison to the 2022 State Water Plan projections to determine the maximum region-wide, net population changes that may be considered by the regional water planning groups.

[3] Work performed associated with revisions to Board-adopted projections is not eligible for regional water planning grant funding in accordance with 31 TAC §355.92(a)(E).

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2.2.1.1 Municipal water user group list

The initial list of water user groups, also referred to as *entities*, will be developed by the TWDB per 31 TAC §357.10(43) and with the input of each regional water planning group. Municipal water user groups will be based on utility boundaries and annual water use volumes reported by associated public water systems via TWDB's annual Water Use Survey. Utilities' municipal net use will be evaluated based on whether they are public or private utilities. If the public water system or utility meets the annual municipal net use of 100 acre-feet threshold in any single year within the most recent five years (2015-2019), they will be established as stand-alone water user groups. Collective reporting units will be carried over from the 2022 State Water Plan, but also will be updated per newly established public water systems, changes in utility boundaries or input from the planning groups. Public water systems or utilities that do not meet the definition of a stand-alone water user group or collective reporting unit will be planned for as part of a county-other water user group per 31 TAC §357.10(43)(E). Additionally, group quarters can be water user groups if they meet the definition in 31 TAC §357.10(43)(B) or may be included as part of another water user group.

Criteria for adjustment:

A proposed water user group must meet the definition in 31 TAC §357.10(43) and the following criteria to be included as a new, discrete entity in the 2026 Regional Water Plan. One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator:

1. Evidence of errors identified in the historical water use for a public water system or utility, which would determine whether the system or utility meets the water user group definition.
2. Evidence of errors in the ownership type of a public water system or utility provided in the Texas Drinking Water Watch.
3. Evidence of recent changes of the ownership of a public water system or utility through merge or annexation.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria to be included in the 2026 Regional Water Plan:

1. Annual water intake, sales, or metered use volumes for recent years for the public water system.
2. Documentation supporting changes of the name or ownership of a public water system or utility.
3. Documentation supporting collective reporting units with the geographic designation along with a list of the utilities or public water systems that have a common association for the purposes of water planning.
4. Documentation supporting that a system or utility within a collective reporting unit boundary should be planned for as a stand-alone water user group.

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2.2.1.2 Regional-level population projections

Adjustment to net regional-total population projections may be considered based on the criteria below. Associated adjustments to net county-total population projections within the regional total must also be justified (see Section 2.2.1.3). The net cumulative sub-regional requested changes may not exceed the maximum region-wide population that is provided by the TWDB.

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising the regional-level population projections:

1. A possible Census undercount took place in a county located within the region and action is currently being pursued to request a U.S. Census Bureau correction.
2. The most recent population growth rate (2015-2020) for the whole region is significantly different than the draft regional projections.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the regional-level population projections:

1. Documentation of an action requesting the U.S. Census Bureau correct an undercount of population within a county located in the region.
2. Historical regional-total population estimates from the Texas Demographic Center or the U.S. Census Bureau.
3. Other data and evidence that the regional water planning group believes provides a reasonable basis for justifying changes to the net total regional-level population projection.

2.2.1.3 County-level population projections

Any net adjustments to a county-total population projection due to adjustments to sub-county water user group-level projections within that county must be justified in a similar manner and will require an accompanying, justifiable redistribution of the projected county population within the same region so that the net, summed regional total remains unchanged unless an accompanying net total adjustment to the regional total is also requested, justified and approved (see Section 2.2.1.2).

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising a net total county-level population projection:

1. A possible Census undercount took place in the county and action is currently being pursued to request a U.S. Census Bureau correction.
2. If there is evidence that the most recent years (2015-2020) net migration rate was significantly different than the net migration rate used for the draft projections.

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3. If there is evidence that the 2020-2030 net migration rate will be significantly different than the net migration rate used for the draft projections.
4. There are statistically significant birth and survival rate differences (by appropriate cohorts) between the county and the State.
5. The most recent county population growth rate (2015-2020) is significantly different than draft county's projections.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the county-level population projections:

1. Documentation of an action requesting the U.S. Census Bureau correct an undercount of population within a county.
2. Most recent in-migration and out-migration of a county, indicating that the net migration of a county over the most recent years (2015-2020) is significantly different than the net migration rates used for the draft projections.
3. Birth and/or survival rates for a county population between 2010-2020 by gender, race/ethnicity and single-year age cohorts.
4. County population estimates from the Texas Demographic Center or the U.S. Census Bureau.
5. Other data and evidence that the regional water planning group believes provides a reasonable basis for justifying changes to the net total county-level population projection.

2.2.1.4 Water user group (entity) population projections

The projected population growth throughout the planning period for the utilities and rural area (county-other) within a county is a function of a number of factors, including the water user group's estimated share of the county's population or growth between 2010 and 2020, as well as local information provided by regional water planning groups. The total county population will serve as a control total for the WUG populations within each county. Any adjustments to a sub-county water user group population projection must involve a justifiable redistribution of projected populations within the relevant county so that the county net total remains unchanged unless an adjustment to the county total is also requested, justified and approved (see Section 2.2.1.3).

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration in adjusting individual water user group population projections:

1. An adjustment to the population estimates for utilities or rural areas due to official adjustment to the 2020 Census population.
2. The 2010 or 2020 permanent population-served estimate by a municipal water user group is significantly different than the 2010 or 2020 baseline population estimate used in the draft projections.

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3. The population growth rate for a municipal water user group over the most recent years (2015–2020) is substantially different than the growth rate between 2010 and 2020 in the draft projections.
4. Identification of growth limitations or potential build-out conditions for a water user group that would result in an expected maximum population that is different than the draft projections.
5. Updated information regarding the utility or public water system service area or anticipated near-term changes in service area.
6. Plans for new residential development in the near future that has not been counted in the draft projections.
7. Evidence of errors identified in historical connections.
8. Plans for a new or expansion of an existing institutional facility that was not included in the draft projections.
9. Evidence of errors in group quarter population.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustment to the water user group-level population projections:

1. The verified number of residential connections or permanent population of utilities or public water systems that are associated with a water user group and result in correcting the TWDB's Water Use Survey or historical estimates.
2. Updates or corrections to a water user group's group quarter population or the location of institutional facilities.
3. Population estimates for cities developed and published by the Texas Demographic Center or by a regional Council of Governments will be considered for utilities serving these respective cities.
4. Documentation from an official of a city or utility that describes the conditions expected to limit population growth and estimates the maximum expected population for a utility and the potential timeframe for buildout.
5. Documentation or maps that verify and display changes in the utility service area.
6. Documentation demonstrating near-term growth, expansion, or new construction such as platting of new subdivisions, annexation agreements, building permits or impact fee reports.
7. Documentation of potential future growth, such as utility master plans, capital improvement plans, land use and zoning plans, maps of vacant lands with number of dwelling units per acre or number of households and average household size.
8. Other data and evidence that the regional water planning group believes provides a reasonable basis for justifying changes to an individual water user group-level population projection.

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2.2.2 Water demand projections

2.2.2.1 Municipal water demand projections

Municipal water use includes both residential and non-residential water use. Residential use includes single and multi-family residential household water use. Non-residential use includes water used by commercial establishments, public offices, institutions, and light industrial facilities, but does not include significant industrial water users, such as large manufacturing, mining, or power generation facilities. Residential and non-residential water uses are categorized together because they are similar types of use, both use water primarily for drinking, cleaning, sanitation, cooling, and landscape watering.

Per capita water use is developed as gallons per capita daily (GPCD) using historical population estimates and net use for the utility. The reported data included in the municipal draft projections includes surface water, groundwater, and direct and indirect potable reuse, but does not include non-potable reuse sources.

The TWDB-generated draft municipal water demand projections shall incorporate limited, anticipated future water savings **due only to the transition to more water-efficient plumbing fixtures and appliances, as detailed in relevant legislation and provided to the regional water planning groups by the TWDB**. Any additional anticipated future water savings due to conservation programs undertaken by utilities or county-other water user groups shall be quantified and considered as a potential, recommended water management strategy by the regional water planning group.

Dry-year and baseline GPCD

Municipal water demand projections will be based upon dry-year demand conditions. The baseline GPCDs used in the 2026 Regional Water Plans will be carried over from the 2021 Regional Water Plans and used as default baseline GPCDs **with water efficiency savings due to more efficient plumbing fixtures and appliances through 2020 subtracted** to develop the draft water demand projections for municipal water user groups in the 2026 Regional Water Plans.

Regions may make a request to use a water user group's GPCD value from a different base dry-year within the most recent five years (2015-2019) as the basis for the demand projections of that water user group. The TWDB will consider an alternative base dry-year GPCD if the regional water planning group provides sufficient evidence that the alternative base dry-year GPCD is more representative of demands expected under dry-year conditions or that the draft default GPCD fails to adequately reflect water efficiency and conservation savings that have been already been implemented.

Note that any adjustment to the population projections for a WUG will require an associated adjustment to the municipal water demand projections.

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising the municipal water demand projections:

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1. Evidence that per capita water use from a more recent year (2015-2019) would be more appropriate as the baseline because that year was more representative of dry-year conditions.
2. Evidence of errors identified in the historical water use or GPCD for a utility or public water system, including evidence that volumes of reuse (potable reuse) water used for municipal purposes should be or should not be included in the draft projections.
3. Evidence that the base dry-year water use was abnormal due to temporary infrastructure constraints or water restriction triggered by utility's drought management plan.
4. Trends indicating that per capita water use for a utility or rural area of a county have increased substantially in recent years, and evidence that these trends will continue to rise in the short-term future due to commercial development.
5. Evidence that the most recent water efficiency and conservation savings that have already been implemented are not reflected in the default baseline GPCD.
6. Evidence that the number of installations of water-efficient fixtures and appliances between 2010 and 2020 is substantially different than the TWDB estimate or evidence that the projected replacement rate of water-efficient fixtures and appliances is substantially different than the TWDB projections.
7. Evidence that future water efficiency savings are projected much higher than the draft projections due to a utility's conservation plans that accelerate the replacement of the existing outdated plumbing fixtures and appliances.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the municipal water demand projections:

1. Annual municipal water intake (total surface water diversions and/or groundwater pumpage and water purchased from other entities) for a utility measured in acre-feet.
2. The volume of water sales by a utility to other water users (utilities, industries, public water systems, etc.) measured in acre-feet.
3. Net annual municipal water use, defined as total water production less sales to other water users (utilities, industries, public water systems, etc.) measured in acre-feet.
4. Documentation of temporary infrastructure, drought restrictions, or other water supply constraints that were in place.
5. Drought index or seasonal rainfall data to document a year different than the designated dry-year as a more appropriate base year for projections.
6. Conservation plans or other documentation that show the number or rate of water-efficient fixtures replaced or planned to be replaced for the future.
7. Estimated water efficiency or conservation savings implemented.
8. To verify increasing or decreasing per capita water use trends for a utility or rural area of a county and therefore revising projections of per capita water use to reflect the trend, the following data should be provided with the request from the RWPG:

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a. Historical per capita water use estimates based on net annual municipal water use for a utility or rural area of a county, beginning in 2015.
b. A trend analysis which takes into account the variation in annual rainfall.
c. Revised projections of per capita water use for a utility or rural area of a county, that demonstrate an increasing or decreasing trend of per capita water use.
d. Growth data in the residential, commercial and/or public sectors that would justify an increase or decrease in per capita water use.
e. Convincing documentation of planned future growth that would result in higher per capita water use.

9. Other data and evidence that the regional water planning group considers reasonable and adequate to justify an adjustment to the municipal water demand projections.

2.2.2.2 Manufacturing water demand projections

Manufacturing water use is defined as water used to produce manufactured goods. Manufacturing facilities report their water use to the TWDB annually through the Water Use Survey. Different manufacturing sectors are denoted by North American Industrial Classification System (NAICS) codes. The baseline for draft manufacturing water demand projections is based on the highest county-aggregated manufacturing water use in the most recent five years (2015-2019). The most recent 10-year projections for employment growth from the Texas Workforce Commission or other relevant economic measures available are used as proxy for growth between 2030 and 2040. After 2040, the draft manufacturing water demand are held constant through 2080 reflecting future efficiencies.

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising the manufacturing water demand projections:

1. Evidence of a new or existing facility that has not been included in the TWDB's Water Use Survey.
2. Evidence of an industrial facility that has recently closed its operation in a county.
3. Plans for new construction, or expansion or closure of an existing industrial facility in a county at some future date.
4. Evidence of a long-term projected water demand of a facility or industry within a county that is substantially different than the draft projections.
5. Evidence of errors identified in historical water use, including volumes of reuse (treated effluent) or brackish groundwater that were not included in the draft projections.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the manufacturing water demand projections.

1. Historical water use data and the 6-digit NAICS code of a manufacturing facility.

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2. Documentation and analysis that justify that a new manufacturing facility not included in the Water Use Survey database will increase future manufacturing water demand for the county above the draft projections.
3. The 6-digit NAICS code of the industrial facility that has recently located in a county and annual water use volume.
4. Documentation of plans for a manufacturing facility to locate in a county at some future date, including the following data:
   a. The quantity of water required by the planned facility on an annual basis,
   b. The proposed construction schedule for the facility including the date the facility will become operational, and
   c. The 6-digit NAICS code for the planned facility.
5. Reports or research documents describing alternative trends or anticipated water use for manufacturing.
6. Specific information regarding incorrect location for a facility.
7. Other data and evidence that the RWPG considers reasonable and adequate to justify an adjustment to the manufacturing water demand projections.

2.2.2.3 Steam-electric power generation water demand projections

Water use for steam-electric power generation is consumptive use reported to the TWDB through the annual Water Use Survey. Steam-electric power water demand projections do not include water used in cogeneration facilities (included in manufacturing projections) or facilities which do not require water for production (wind, solar, dry-cooled generation), or hydro-electric generation facilities.

The baseline for draft water demand projections are based on the highest county-aggregated historical steam-electric power water use in the most recent five years (2015-2019). Subsequent demand projections after 2030 are held constant throughout the planning period. The anticipated water use of future facilities listed in state and federal reports is added to the demand projections from the anticipated operation date through 2080. The reported water use of power generation facilities scheduled for retirement in the state and federal reports is subtracted from the baseline or the decade in which they are projected to retire.

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising the power generation water demand projections:

1. Documentation that the draft projections have not included a facility that warrants inclusion.
2. Any local information related to new facilities or facility closures that may not have been included in U.S. Energy Information Administration report.
3. Evidence of a long-term projected water demand of a facility or a county that is substantially different than the draft projections.
4. Evidence of errors identified in historical water use, including volumes of reuse (treated effluent) water or brackish groundwater that were not included in the draft projections.

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5. Evidence that a currently operating power generation facility has experienced a higher dry-year water use beyond the most recent five years, within the most recent 10 years.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the steam-electric water demand projections.

1. Historical water use data and description of a surveyed or future facility, including the fuel type, cooling process, capacity, average percent of time operating, and any other information necessary to estimate water use.
2. Reports or research documents describing alternative trends or anticipated water use for steam-electric power generation.
3. Documentation of an anticipated new facility not listed in state or federal reports necessary to estimate the volume of water reasonably expected to be consumed. Such information should include power generation method, cooling method, generation capacity and any additional information necessary to reasonably estimate the future water use.
4. Documentation regarding facility closures that may impact county projections.
5. Specific information regarding incorrect location for a facility.
6. Other data and evidence that the regional water planning group considers reasonable and adequate to justify an adjustment to the steam-electric power water demand projections.

2.2.2.4 Mining water demand projections

Mining water demand includes water used for oil and gas development, as well as extraction of coal and lignite, sand aggregate, and other resources. Projections do not include water use required for the transportation or refining of materials. The TWDB's annual mining water use estimates are comprised of data from both surveyed and non-surveyed entities and are based on the mining study conducted in partnership with the U.S. Geological Survey and the University of Texas Bureau of Economic Geology.

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising the mining water demand projections:

1. Evidence that mining water use in a county is substantially different than the draft projections. This could include trends in water use data from the FracFocus national online registry, the Texas Railroad Commission, or other sources.
2. Evidence of new facilities coming online or reported closures in surveyed facilities that may impact county projections.
3. Evidence of errors identified in historical water use, including volumes of reuse (treated effluent) water or brackish groundwater that were not included in the draft projections.

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4. Evidence of a long-term projected water demand of a facility or industry within a county that is substantially different than the draft projections.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the mining water demand projections.

1. Historical water use data and description of a surveyed or future facility, and any other information necessary to estimate water use.
2. Reports describing alternative trends or anticipated water use for mining.
3. Documentation of an anticipated new mining facility or new mining activities.
4. Specific information regarding facility closures that may impact county projections.
5. Specific information regarding incorrect location for a facility.
6. Reports or research documents describing alternative trends or anticipated water use for mining.
7. Other data and evidence that the regional water planning group considers reasonable and adequate to justify an adjustment to the mining water demand projections.

2.2.2.5 Irrigation water demand projections

Irrigation water demand projections include the water necessary for irrigation activities, primarily field crops, but also include orchards, pasture, turf grass, vineyards, and self-supplied golf courses. Note that for the purposes of regional water planning, irrigation demands account for the amount of water pumped for irrigation, not the water needed or used by the crop or associated with dry-land farming.

The baseline methodology for draft irrigation water demand projections is the average of the most recent five-years (2015-2019) of water use estimates held constant between 2030 and 2080. In counties where the total groundwater availability over the planning period is projected to be less than the groundwater-portion of the baseline water demand projections, the draft irrigation water demand projections will begin to decline starting in 2040, or a later decade, commensurate with the decline in the associated groundwater availability.

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising the irrigation water demand projections:

1. Evidence that irrigation water use estimates for a county from another information source or more recent modeled available groundwater volumes are more accurate than those used in the draft projections.
2. Evidence that recent (10 years or less) irrigation trends are more indicative of future trends than the draft water demand projections.
3. Evidence that the baseline irrigation demand projection is more likely to reflect the future irrigation demand than the groundwater resource-constrained water

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demand projection (especially where economically feasible water supply strategies have been identified).
4. Region or county-specific studies that have developed water demand projections or trends for the planning period, or part of the planning period, and are deemed to be more reasonable estimates than the TWDB-generated draft projections.
5. Evidence of errors identified in historical water use, including volumes of reuse (treated effluent) or brackish groundwater that were not included in the draft projections.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the irrigation water demand projections:

1. Historical water use, diversion, or pumpage volumes for irrigation by county.
2. Acreage and water use data for irrigated crops grown in a region as published by the Texas Agricultural Statistics Service, the Texas Agricultural Extension Service, the Farm Service Agency or other sources.
3. Available economic, technical, and/or water supply-related evidence that may provide a basis for adjustments in the default baseline projection and/or the future rate of change in irrigation water demand.
4. Alternative projected water availability volumes that may constrain water demand projections.
5. Updated modeled available groundwater volumes.
6. Other data and evidence that the regional water planning group considers reasonable and adequate to justify an adjustment to the irrigation water demand projections.

2.2.2.6 Livestock water demand projections

Livestock water use is defined as water used in the production of livestock, both for consumption and for cleaning and cooling purposes and aquaculture operations. The TWDB produces annual water use estimates for livestock, based on daily water demand per head assumptions for cattle (beef and dairy), hogs, poultry, horses, sheep, and goats. Additional facilities, such as aquaculture operations, report water use estimates through the TWDB Water Use Survey.

Draft water demand projections for each county are based on the average of the most recent five-years (2015-2019) of water use estimates. The rate of change for 2020-2070 from the 2022 State Water Plan will be applied to the new baseline.

Criteria for adjustment:

One or more of the following criteria must be verified by the regional water planning group and the Executive Administrator for consideration of revising the livestock water demand projections:

1. Evidence that livestock water use estimates for a county from another source are more accurate than those used in the draft projections.

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2. Plans for the construction, expansion, or closure of a confined livestock feeding operation in a county at some future date.
3. Other evidence of change in livestock inventory or water requirements that would justify an adjustment in the projected future rate of change in livestock water demand.
4. Evidence of errors identified in historical water use, including volumes of reuse (treated effluent) or brackish groundwater that were not included in the draft projections.

Data requirements:

The regional water planning group must provide the following data to the Executive Administrator associated with the identified criteria for justifying any adjustments to the livestock water demand projections:

1. Documentation of plans for the construction of a confined livestock feeding facility in a county at some future date and includes the following:
    a. Confirmation of land purchase or lease arrangements for the facility.
    b. The construction schedule including the date the livestock feeding facility will become operational.
    c. The daily water requirements of the planned livestock feeding facility.
2. Other evidence that would document an expected increase or decrease in the livestock inventory in the county, such as facility closures.
3. Documentation of an existing confined livestock feeding operation not captured in the draft projections.
4. Other data and evidence that the regional water planning group considers reasonable and adequate to justify an adjustment to the livestock water demand projections.

2.2.3 Major water provider demands

Planning groups will review aggregated water demand projections for major water providers provided by the TWDB. Regional water planning groups must summarize and present the projected demands for major water providers by category of use and planning decade. The TWDB will provide retail water demand data if the major water provider is a water user group, and contract demand data based on data entered by the planning group into DB27 if the major water provider is a wholesale water provider.

2.2.4 Representation of county-other sub-water user groups in regional water plans

Subject to their own time and financial resource constraints and at the discretion of each regional water planning group, county-other water user groups may be sub-divided into sub-county-other water users and presented in the regional water plans as such. However, for the development of the 2026 regional water plans, **this discrete level of information will not be eligible to be entered into DB27 but may be presented in the plan in a manner of the RWPG choice**. Any such entity identified by the planning group will inherently represented in DB27 under the associated umbrella, county-other water user group. Therefore, any presentation of these entities in the regional water plans will solely

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be based on information analyzed and presented in narrative or tabular form by the regional water planning group. The TWDB will provide historical water use estimates and connection data for individual public water systems that may fall within the county-other water user group and that may be of interest to the planning groups to present as sub-county-other-water user groups in the narrative of their plan. However, planning groups would need to conduct their own analyses with this information to distribute such water demands across their sub-county-other water user groups of interest in a manner that maintains the integrity of the projected net total demand for that county-other water user group.

2.3 Water availability and existing water supplies

Guidelines for this section (Water Availability and Existing Water Supplies) will be incorporated into this document via a future contract amendment that incorporates the related scope of work task. Guidelines for the development of the previous (2021) regional water plans may be found here.

2.4 Identification of water needs

Guidelines for this section (Identification of Water Needs) will be incorporated into this document via a future contract amendment that incorporates the related scope of work task. Guidelines for the development of the previous regional water plans may be found here.

2.5 Water management strategies and water management strategy projects

Guidelines for this section (Water Management Strategies and Water Management Strategy Projects) will be incorporated into this document via a future contract amendment that incorporates the related scope of work task. Guidelines for the development of the previous regional water plans may be found here.

2.6 Impacts of the regional water plan

Guidelines for this section (Impacts of the Regional Water Plan) will be incorporated into this document via a future contract amendment that incorporates the related scope of work task. Guidelines for the development of the previous regional water plans may be found here.

2.7 Drought response information, activities, and recommendations

Note: Guidelines for this section (Drought Response Information, Activities, and Recommendations) will be incorporated into this document via a future contract amendment that incorporates the related scope of work task. Guidelines for the development of the previous regional water plans may be found here.

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2.8 Unique stream segments and reservoir sites and other recommendations (Task 8)

Links to rule and scope of work requirements:

- §357.43: Regulatory, Administrative, or Legislative Recommendations
- Scope of work Task 8: Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues

Guidance:

Regional water planning groups may make recommendations for designating river and stream segments of unique ecological value and unique sites for reservoir construction; however, the Texas Legislature is responsible for making the official designations of these sites.

2.8.1 Unique stream segments

Regional water planning groups may recommend all or parts of river and stream segments in their respective regions as having "unique ecological values." To recommend this designation, planning groups must justify the recommendation based on the following criteria:

1. biological function measured as stream segments displaying significant habitat value including both quantity and quality considering degrees of biodiversity, age, and uniqueness including terrestrial, wetland, aquatic, or estuarine habitats;
2. hydrologic function measured as stream segments fringed by habitats that perform valuable hydrologic functions relating to water quality, flood attenuation, flow stabilization, or groundwater recharge and discharge;
3. riparian conservation areas measured as stream segments fringed by significant areas in public ownership including state and federal refuges, wildlife management areas, preserves, parks, mitigation areas, or other areas held by governmental organizations for conservation purposes, or stream segments fringed by other areas managed for conservation purposes under governmentally approved conservation plans;
4. high water quality, exceptional aquatic life, high aesthetic value and spring resources that are significant due to unique or critical habitats and exceptional aquatic life uses dependent on or associated with high water quality; or
5. threatened or endangered species and unique communities defined as sites along streams where water development projects would have significant detrimental effects on state or federally listed threatened and endangered species, and sites along streams significant due to the presence of unique, exemplary, or unusually extensive natural communities.

Regional water planning groups seeking a designation shall forward a recommendation package to the Texas Parks and Wildlife Department, who will in turn provide a written evaluation of the proposal within 30 days. If the planning group is recommending stream segments that were recommended in a previous plan but not designated by the legislature, the recommendation package must be resubmitted to Texas Parks and Wildlife Department

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for an updated written evaluation. Final adopted regional water plans must include the Texas Parks and Wildlife Department's written evaluation.

Recommendation packages must include a physical description giving the location of the stream segment, along with maps, photographs, and documentation with supporting literature and data that characterizes a site's unique ecological value addressing criteria in 31 TAC §357.43(b) and §358.2(6).

If a river or stream segment has been recommended in a previous plan, the planning group may incorporate references of supporting materials developed for the previous plan into the current plan. References must be precise and include a summary of the information presented in the previous plan.

Recommendations regarding unique river or stream segments presented in the regional water plans must be specific as to a) which unique river or stream segments have been previously designated by the legislature and b) which are being recommended for designation by the planning group.

If the Texas Legislature designates a stream or river segment as unique; or if a planning group recommends that a stream or river segment be classified as unique, the regional water planning group must quantitatively assess how recommended water management strategies in the regional water plan would affect flows deemed important (by the planning group) to the stream or river segment in question. Furthermore, assessments shall describe how a regional water plan would affect the unique features and criteria cited by a planning group as the impetus for a legislative designation.

2.8.2 Unique reservoir sites

Regional water planning groups may recommend sites for reservoir construction that have "unique value" based on the following criteria:

1. site specific reservoir development is recommended as a specific water management strategy or as a unique reservoir site in a final adopted RWP; or
2. factors such as location, hydrologic, geologic, topographic, water availability, water quality, environmental, cultural, and current development characteristics make a site uniquely suited for either reservoir development to provide water supply for the current planning period, or where it might reasonably be needed to meet water needs beyond the 50-year planning period.

For recommendations regarding unique reservoir sites, the regional water plan must be specific as to a) which unique reservoir sites have been previously designated by the legislature; b) which are being recommended for designation by the RWPG; and c) whether the RWPG is recommending that the legislature re-designate a previously designated unique reservoir site. The adopted regional water plans must also include a description of the site, reasons for the unique designation, and expected beneficiaries of water supplies developed at a given site.

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2.8.3 Other recommendations

Regional water plans may include any additional regulatory, administrative, or legislative recommendations developed by the planning group including but not limited to the following topics:

- facilitate the orderly development, management, and conservation of water resources in Texas and to prepare for and respond to drought conditions,
- achieve the goals of state and regional water planning including ways the planning group believes the state and regional planning process would be improved,
- facilitate more voluntary water transfers in the region,
- information regarding the potential impacts of recommendations enacted into law once proposed changes are in effect.

In the development of other recommendations, the regional water planning groups should consider TWDB feedback on the implementation of the planning group's legislative, administrative, and regulatory recommendations, as applicable to the TWDB, in the previous regional water plan.

The regional water planning groups should also consider recommendations from the Interregional Planning Council as directed to the planning groups.

2.9 Reporting of Financing Mechanisms for Water Management Strategies

Note: This section (Reporting of Financing Mechanisms for Water Management Strategies) is anticipated to be removed following TWDB's implementation of House Bill 1905, 87th Legislative Session. Guidelines for the development of the previous regional water plans may be found here.

2.10 Adoption of Plan and Public Participation (Task 10)

Links to rule and scope of work requirements:

- §357.50: Adoption, Submittal, and Approval of Regional Water Plans
- Scope of work Task 10: Public Participation and Plan Adoption

Guidance:

As required by 31 TAC §357.21, regional water planning groups must conduct all business in meetings posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, with a copy of all materials presented or discussed available for public inspection prior to and following public meetings. Additional notice requirements referenced in 31 TAC §357.21 shall also be followed when applicable.

The regional water planning groups must adopt regional water plans and accommodate public participation in the regional water development process in accordance with administrative rules, the contract, statute, and the planning group's bylaws. The TWDB has published several documents on its website that contain helpful public notice guidance.

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This task includes all work required to prepare for and hold meetings and include public input and participation in development of the regional water plan, including but not limited to:

1. holding regional water planning group meetings;
2. holding committee meetings;
3. holding special meetings;
4. posting public notices;
5. holding public input meetings and hearing on the draft plan as required by statute and rules;
6. soliciting and considering public input;
7. technical work required to prepare for and participate in regional water planning group meetings, workshops, and any other committee or other meetings during the development of the regional water plan;
8. conducting surveys of water suppliers or water user groups;
9. coordinating with and collecting information from entities involved with water planning in the region;
10. assembling, producing, and submitting the Technical Memorandum, IPP, and final regional water plan and responding to comments and resubmitting as necessary to ensure the plan can be approved by the TWDB; and,
11. interregional cooperation and interregional conflict resolution efforts.

In addition to regular regional water planning group meetings and committee meetings, there are certain special meetings that each regional water planning group much hold each cycle. These include:

- Holding a preplanning public meeting to receive suggestions and recommendations from the public regarding issues that should be addressed in the next regional or SWP. This meeting must occur near the beginning of each cycle and prior to technical work commencing. During this meeting the regional water planning group will also be required to discuss how the planning group will conduct interregional coordination and collaboration regarding water management strategies . The TWDB will provide an initial list of regional water management strategies to all planning groups to assist in this effort.
- Present to the public the process for identifying potentially feasible WMS and the presentation of the analysis of infeasible water management strategies. The process will be documented and address any public input on the process.
- Holding a public hearing and receiving written comments on the IPP.

2.11 Implementation and comparison to the previous regional water plan

Note: Guidelines for this section (Implementation and Comparison to the Previous Regional Water Plan) will be incorporated into this document via a future contract amendment that incorporates the related scope of work task. Guidelines for the development of the previous regional water plans may be found here.

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2.12 Prioritization of recommended water management strategy projects by regional water planning groups

Note: This section (Prioritization of Recommended Water Management Strategy Projects by Regional Water Planning Groups) is anticipated to be removed following TWDB's implementation of House Bill 1905, 87th Legislative Session. Guidelines for the development of the previous regional water plans may be found here.

2.13 Deliverables

Regional water planning groups must prepare and submit a Technical Memorandum, an IPP, and a final adopted regional water plan.

Guidelines for this section will be incorporated into this document via a future contract amendment. Guidelines for the development of the previous regional water plans may be found here.

2.14 Regional Water Planning Data Provisions and Data Reporting

Guidelines for this section will be incorporated into this document via a future contract amendment. Guidelines for the development of the previous regional water plans may be found here.

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3 Appendices

3.1 TWDB data sources for regional water plan development

1. **Planning Data Dashboards**
   http://www.twdb.texas.gov/waterplanning/data/dashboard/index.asp

2. **Historical Water Use Estimates**
   http://www.twdb.texas.gov/waterplanning/waterusesurvey/estimates/index.asp
   a. Water use summaries (by region, county, basin, cities, utilities)
   b. Annual reports by industry type (NAICS Code)
   c. Water reuse reports by reuse type and planning region
   d. Municipal and industrial water intake reports by planning region

3. **Historical Groundwater Pumpage Estimates**
   http://www.twdb.texas.gov/waterplanning/waterusesurvey/historical-pumpage.asp

4. **Mining Water Use Study**
   https://www.twdb.texas.gov/waterplanning/data/projections/MiningStudy/index.asp

5. **Water Data for Texas** – Historic and current reservoir data, drought status and resources, groundwater well level, and coastal hydrology data.
   http://www.waterdatafortexas.org/reservoirs/statewide

6. **TWDB Groundwater Availability Models**
   http://www.twdb.texas.gov/groundwater/models/gam/index.asp

7. **TWDB Research Projects in Support of Groundwater Models**
   http://www.twdb.texas.gov/groundwater/models/research/index.asp

8. **Groundwater Joint Planning** – Desired future conditions and modeled available groundwater.
   http://www.twdb.texas.gov/groundwater/dfc/index.asp

9. **TWDB Groundwater Database Reports** – The purpose of the TWDB's data collection efforts over the years has been to gain representative information about aquifers in the state in order to support water planning from the local to a more regional perspective.
   http://www.twdb.texas.gov/groundwater/data/gwdbrpt.asp

10. **TWDB Groundwater Data Viewer** – GIS datasets relating to groundwater resources, including brackish groundwater data.
    http://www2.twdb.texas.gov/apps/waterdatainteractive/groundwaterdataviewer

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11. **Statewide Survey of Aquifer Suitability for Aquifer Storage and Recovery Projects or Aquifer Recharge Projects**
https://www.twdb.texas.gov/innovativewater/asr/projects/Statewide/index.asp

12. **Brackish Resources Aquifer Characterization (BRACS)**
http://www.twdb.texas.gov/groundwater/bracs/studies.asp
    a. Brackish Groundwater Production Zones
    http://www.twdb.texas.gov/groundwater/bracs/HB30.asp

13. **Texas Instream Flows Program (SB2) and Related Documents**
http://www.twdb.texas.gov/surfacewater/flows/instream/index.asp

14. **Texas Environmental Flows (SB3) and Related Documents**
http://www.twdb.texas.gov/surfacewater/flows/environmental/index.asp

15. **Freshwater Inflow Needs and Related Documents**
http://www.twdb.texas.gov/surfacewater/flows/freshwater/index.asp

16. **Innovative Water Technologies**
http://www.twdb.texas.gov/innovativewater/index.asp
    a. Aquifer Storage and Recovery
    b. Desalination
    c. Rainwater Harvesting
    d. Water Reuse

17. **Water Conservation**

http://www.twdb.texas.gov/conservation/index.asp
    e. Water Conservation Advisory Council and BMPs
    f. Water loss audit information
    g. Water conservation plans

18. **Other water planning data resources**

http://www.twdb.texas.gov/waterplanning/data/resources/index.asp
    h. Population data links
    i. Socio-economic data links
    j. TCEQ water utility database link

19. **TWDB-funded research relevant to regional water planning**

http://www.twdb.texas.gov/waterplanning/rwp/research/index.asp

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Exhibit D

Guidelines for 2026 Regional Water Plan Data Deliverables

NOTE:

THIS DOCUMENT IS BEING DEVELOPED AND WILL BE INCORPORATED INTO THE CONTRACT UPON AMENDMENT OF THE FULL SCOPE OF WORK

DATA GUIDELINES FOR THE DEVELOPMENT OF THE PREVIOUS REGIONAL WATER PLANS MAY BE FOUND HERE.

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Exhibit E

Cover Page

(Original application in contract file)

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

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

REGION	PCS (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Backhouse)	Budget Officer (Joseph Monyer)	Budget Director (Chris Hayden)	Division Director (Temple McKinnon)	DEA (Jessica Pena)	Accounts Payable (Eldrisha Eubanks)	Accounting Manager (Letty Molina)
A: Panhandle Regional Plan Commission 2148302553	ct 7/1/2021	KS 7/1/2021	WA 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
B: Red River Authority 2148302554	ct 7/1/2021	KS 7/1/2021	KS 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
C: Trinity River Authority 2148302555	ct 7/1/2021	KS 7/1/2021	KS 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
D: Riverbend Water Resources District 2148302556	ct 7/1/2021	KS 7/1/2021	RE 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
E: Rio Grande Council of Governments 2148302557	ct 7/1/2021	KS 7/1/2021	SB for EM 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
F: Colorado River Municipal Water District 2148302558	ct 7/1/2021	KS 7/1/2021	SB for EM 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
G: Brazos River Authority 2148302559	ct 7/1/2021	KS 7/1/2021	JD 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
H: San Jacinto River Authority 2148302560	ct 7/1/2021	KS 7/1/2021	SB for LB 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21

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

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

REGION	PCS (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Backhouse)	Budget Officer (Joseph Monyer)	Budget Director (Chris Hayden)	Division Director (Temple McKinnon)	DEA (Jessica Pena)	Accounts Payable (Eldrisha Eubanks)	Accounting Manager (Letty Molina)
I: City of Nacogdoches 2148302561	ct 7/1/2021	KS 7/1/2021	SB for LB 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
J: Upper Guadalupe River Authority 2148302562	ct 7/1/2021	KS 7/1/2021	WA 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
K: Lower Colorado River Authority 2148302563	ct 7/1/2021	KS 7/1/2021	SB for LB 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
L: San Antonio River Authority 2148302564	ct 7/1/2021	KS 7/1/2021	SB for EM 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
M: Lower Rio Grande Valley Development Council 2148302565	ct 7/1/2021	KS 7/1/2021	WA 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
N: Nueces River Authority 2148302566	ct 7/1/2021	KS 7/1/2021	KS 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
O: South Plains Association of Governments 2148302567	ct 7/1/2021	KS 7/1/2021	JD 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21
P: Lavaca-Navidad River Authority 2148302568	ct 7/1/2021	KS 7/1/2021	JD 7/2/21	SB 7/2/21	jcm 06/30/2021	CHH 7.5.21	[DOCUSIGN] TM 7/12/2021	[DOCUSIGN] 7/12/2021	EE 7/6/21	LM 07/06/21

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TEXAS WATER DEVELOPMENT BOARD

CONTRACT INITIATION FORM

TWDB Contact Information	
Contract Manager	Lann Bookout
Office/Division/Section	OoP/WSP/RWP
Phone Number	512-936-9439

Contract Information and Funds Expiration			
Contract No.	2148302561	Grant	Yes
Payable	X	Receivable	

Contract Dates		
Board Approval Date (N/A if no date)	Start Date	Expiration Date
07/07/22	02/01/21	08/31/26
Most Recent Amendment Execution Date:	NA	Original Contract Expiration Date: 8/31/2026

Contractor Information	
Proposal Number	00005265
Vendor ID # (aka: Tax Payer ID#)	17560006219
Vendor Name	City of Nacogdoches
Street Address	P.O. Box 635030
City, State, Zip	Nacogdoches, Texas 75963-5030
Telephone Number	936-559-2501
Vendor Contract Mgr/Email Address	Mario Canizares/canizaresm@nactx.us
Signer of Contract/Email Address	Mario Canizares/canizaresm@nactx.us

Anticipated Budget	
Contractor Share of Costs	$ -
TWDB Share of Costs	$ 635,770.00
Receivable Share of Costs	$ -
Total Contract Costs	$ 635,770.00

Procurement & Contract Services

Vendor Checks

Please initial each item		
MA	USAS (PYADDR/PYHOLD)	
MA	Franchise Tax Search	
MA	SAM Check	Expiration Date:
MA	Debarred Vendor List	
MA	Boycott Israel	
MA	Ties to Sudan/Iran/Foreign Terrorist Organizations/Designated Foreign Terrorist Org	
	W-9 Received (new contractor only-if applicable)	

Requested Action		
		New Contract
	X	Amendment
	1	Amendment No. (if applicable)

Payable/Receivable Contract Relationship

Payable or Receivable TWDB Contract Number(s) that this Contract is related to:	
External Contract No.	
CFDA No.	

List of Counties for Study Area (Enter names, statewide, or non specific). If statewide, community count = 254

ANDERSON, ANGELINA, CHEROKEE, HENDERSON (PARTIAL), HARDIN, HOUSTON, JASPER, JEFFERSON, NACOGDOCHES, NEWTON, ORANGE, PANOLA, POLK (PARTIAL), RUSK, SABINE, SAN AUGUSTINE, SHELBY, SMITH (PARTIAL), TRINITY (PARTIAL), TYLER

Retainage for Contract	
Retainage %	5%
Special Instructions	Retainage held until submittal of the final regional water plan.

Detailed Description of Contract

Development of the 2026 Regional Water Plan - Region I

Detailed Description of Amendment

Adds total project cost, increases committed funds, and amends task and expense budget, scope of work, and Exhibits C and D

Best Value Standard - Procurement Method (X method used)

Method	X	Announcement/Publication
RFQ/RFP/RFA/RFO	X	580-21-RFA-0013
Interagency/Local		
Purchase		
Receivable Grant		

PCC CODE - For Finance Review

If no PCC Code, DocType will be 9 and a legal cite is required.

Legal Cite:

BUDGET USE ONLY

TWDB SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	AY 2021	AY 2022	AY 2023	Total	Funds Expire
4830	7613	05	G710	21430	E02011	$ 228,814.00	$ 203,478.00		$ 432,292.00	n/a
4830	7613	05	N910	21430	E02011	$ -	$ -	$ 203,478.00	$ 203,478.00	n/a
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
					TWDB Subtotal	$ 228,814.00	$ 203,478.00	$ 203,478.00	$ 635,770.00	

RECEIVABLE SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	AY 2021	AY 2022	AY 2023	Total	Funds Expire
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
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						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
					Receivable Subtotal	$ -	$ -	$ -	$ -	
					Contractor Subtotal	$ -	$ -	$ -	$ -	
					Contract Total	**$ 228,814.00**	**$ 203,478.00**	**$ 203,478.00**	**$ 635,770.00**	

APPROVAL SIGNATURES and CONFIRMATION OF COMPLIANCE WITH AGENCY POLICY & THE STATE OF TEXAS CONTRACT MANAGEMENT GUIDE

By signing this form, you are certifying that this contract packet and its contents meet with your approval

Contract Approval	Printed Name		Signature	Date
Procurement & Contract Services	Cameron Turner			10/11/2022
Budget Director [and Budget Officer]	Loren Sammon	EM	Loren Sammon EM	10/13/2022
Contract Manager	Lann Bookout		Lann Bookout	10/13/2022
Program Manager	Sarah Lee		Sarah Lee	10/14/2022
Division Director	Temple McKinnon		Sarah Lee	10/14/2022
Legal Counsel	Kaye Schultz		Kaye Schultz	10/13/2022
Accounting/Finance	Letty Molina	EE	Letty Molina EE	10/13/2022
Deputy Executive Administrator	Matt Nelson		Matt Nelson	10/14/2022
Executive Administrator [or Designee]	Jeff Walker	AL	Amanda Lavin AL	10/28/2022

Revised 4/27/21

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TWDB Contract No. 2148302561

STATE OF TEXAS

TRAVIS COUNTY

TEXAS WATER DEVELOPMENT BOARD (TWDB)

and

CITY OF NACOGDOCHES

AMENDMENT NO. 1

This Contract, executed on July 12, 2021, is hereby amended as follows:

1. SECTION I, ARTICLE I, Paragraph C, COMMITTED FUNDS, is increased by $406,956.00, bringing the total COMMITTED FUNDS amount to $635,770.00.

2. SECTION I, ARTICLE I, Paragraph U is replaced with the following:

   U. TOTAL PROJECT COST – Not to exceed $1,119,131.00 or 100 percent of the necessary and direct planning costs for the development of the REGIONAL WATER PLAN, whichever is less.

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

   A. TWDB will not be liable for any expenses incurred in excess of COMMITTED FUNDS.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR must submit:

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

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

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Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference, which can be found at: https://www.w3.org/WAI/WCAG21/quickref/), the electronic copy of the REGIONAL WATER PLAN must comply with the requirements and standards specified in statute.

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

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

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

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

10. SECTION II, ARTICLE XI, Item 3, Paragraph Q is added as follows:

    Q. CONTRACTOR certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). CONTRACTOR also agrees that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 363.003.

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

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

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

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

All other terms and conditions of TWDB Contract No. 2148302561 remain the same in full force.

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

TEXAS WATER DEVELOPMENT BOARD

By: Amanda Lavin
Jeff Walker
Executive Administrator

Date: 10/28/2022

CITY OF NACOGDOCHES

By: Mario Canizares
Mario Canizares
City Manager

Date: 10/28/2022

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Exhibit A

First Amended Scope of Work

2026 Regional Water Plans

August 2022

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

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Task 1- Planning Area Description

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

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

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

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

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

Task 2A - Non-Municipal Water Demand Projections

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

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

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

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

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

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

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

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

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

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

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

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

Task 2B - Population and Municipal Water Demand Projections

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

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

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

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RWPGs will then review the draft municipal WUG list and historical population and water use and provide input to the TWDB or request specific changes to the WUG list including water systems included in collective reporting unit list and changes/corrections to historical population, water use estimates, or GPCDs.
Once the municipal WUG list is finalized TWDB staff will develop draft population and associated municipal water demand projections for 2030-2080 for all municipal WUGs using data based on the 2020 decennial Census, updated county-level population projections from the Texas Demographic Center, and historical population and water use estimates and growth.

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

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

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

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

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

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

Task 3 - Water Supply Analysis

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

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

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

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

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

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

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[2] Reservoir systems must be approved by TWDB and identified as such in DB27.
[3] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/.

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

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

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

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

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[4] Related to 84(R) SB 1101 requirements. As of June 2022 these requirements only apply to the North East Texas (Region D) RWPG, as it is the only region currently in the state with no GCDs in its RWPA.
[5] 31 TAC §357.32(d)(2).
[6] https://www.twdb.texas.gov/groundwater/index.asp
[7] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/

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

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

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

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

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

D. Additional Task 3 Requirements:

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

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

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[8] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/

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Task 4A - Water Needs Analysis

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

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

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

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

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

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

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

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

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

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

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

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

Task 4C – Technical Memorandum

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

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

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

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[9] Per Senate Bill 1511 85th Texas Legislature.

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

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

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

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

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

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

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

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

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

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

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

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

1. Perform technical evaluations of all potentially feasible WMSs including previously identified or recommended WMSs and newly identified WMSs, including drought management and conservation WMSs; WMS and WMSP documentation must include a strategy description, discussion of associated facilities, project map, and technical evaluation addressing all considerations and factors required under 31 TAC §357.34(e)-(i) and §357.35. If an identified potentially feasible WMS is, at any point, determined to be not potentially feasible by the planning group and therefore not evaluated, the plan must provide documentation of why the WMS was not evaluated.
2. Include documentation of the RWPG's process for selecting recommended WMSs and associated WMSPs including development of WMS evaluations matrices and other tools required to assist the RWPG in comparing and selecting recommended WMSs and WMSPs. Include this documentation in the IPP and final RWP.
3. Consider water conservation plans and drought contingency plans from each WUG, as necessary, to inform WMS evaluations and recommendations.
4. Ensure necessary communication, coordination, and facilitation occurs within the RWPA and with other RWPGs to develop recommendations.
5. Update descriptions and associated technical analyses and documentation of any WMSs and WMSPs that are carried forward from the previous RWP to address:
    a. Changed conditions or project configuration.
    b. Changes to sponsor of WMS and WMSP(s).
    c. Updated costs (based on use of required costing tool[10]).
    d. Other changes that must be addressed to meet requirements of 31 TAC §357.34 and §357.35.
6. Assign all recommended WMS water supplies to meet projected needs of specific WUGs.
7. Document the evaluation and selection of all recommended WMS and WMSPs, including an explanation for why certain types of strategies (e.g., aquifer storage and recovery, seawater desalination, brackish groundwater desalination) may not have been recommended.
8. Determine whether the region has 'significant' identified water needs and if so, assess the potential for aquifer storage and recovery to meet those needs. The plan must include at a minimum, the methodology used by the planning group to determine what volume constitutes a 'significant' water need in their region.
9. Provide documentation of the implementation status, in a separate chapter subsection and in table format, of the status of certain recommended WMSs. *First Amended General Guidelines for Development of the 2026 Regional Water Plans Section 2.5.2.7* outlines the

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

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required WMS types[11] that implementation status must be provided for and outlines the required minimum table contents depicting key milestones.

10. Coordinate with sponsoring WUGs, WWPs, and/or other resource agencies regarding any changed conditions in terms of projected needs, strategy modifications, planned facilities, market costs of water supply, endangered or threatened species, etc.
11. If TWC §11.085 applies to the proposed inter-basin transfer (IBT), determine the "highest practicable level" of water conservation and efficiency achievable (as existing conservation or proposed within a WMS) for each WUG or WWP WUG customer recommended to rely on a WMS involving the IBT. Recommended conservation WMSs associated with this analysis shall be presented by WUG.
12. Present the water supply plans in the RWP for each WUG and WWP relying on the recommended WMSs and WMSPs.
13. Consider alternative WMSs and WMSPs for inclusion in the plan. Alternative water management strategies must be fully evaluated in accordance with 31 TAC §357.34(e)-(i). Technical evaluations of alternative WMSs must be included in the plans and the data associated with alternative WMS must be entered into DB27.
14. Review the TWDB reports (report numbers 10-19) from DB27 and incorporate these agency planning database reports (including as populated final RWP must incorporate these standard TWDB DB27 reports, in the IPP and final RWP, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
15. Submit data through DB27 to include the following work:
    a. Review of the data.
    b. Confirm that data is accurate.
16. Disseminate the chapter document and related information to RWPG members for review.
17. Modify the chapter document based on RWPG, public, and/or agency comments.
18. Submit the chapter document to the TWDB for review and approval.
19. Make all efforts required to obtain final approval of the RWP chapter and associated DB27data by the TWDB.
20. *[REGION-SPECIFIC SCOPE OF WORK TO BE APPROVED AT FUTURE DATE BY TWDB EXECUTIVE ADMINISTRATOR PRIOR TO NOTICE-TO-PROCEED]*

Scope of Work to be amended based on specific Task 5B scope of work to be developed and negotiated with TWDB. Work under Task 5B to be performed only after approval and incorporation of Task 5B scope of work amendment and written notice-to-proceed.
NOTE: Work effort associated with preparing and submitting a proposed Task 5B scope of work for the purpose of obtaining a written 'notice-to-proceed' from TWDB is not included in Task 5B and may <u>not</u> be reimbursed under the Contract.

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

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

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Task 5C – Conservation Recommendations

The objective of this task is to prepare a separate subchapter[12] of Chapter 5 that consolidates conservation-related recommendations, provides the region's GPCD goals, and provides model water conservation plans to be included in the 2026 RWP .

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

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

Work shall include but not be limited to the following:

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

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

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

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

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

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

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

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

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

Task 7 – Drought Response Information, Activities, and Recommendations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 10 - Public Participation and Plan Adoption

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

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

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

A. Plan Development Activities

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

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

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

B. Technical Support and Administrative Activities

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

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

C. Other Activities

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

Deliverables:

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

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Exhibit B
First Amended Task and Expense Budgets

TASK BUDGET

CAS Item No.	SOW Task No.	Task Description	ORIGINAL BUDGET	REVISED BUDGET	AMOUNT CHANGED
1	1	Planning Area Description	$18,805.00	$18,805.00	$0.00
2	2A	Non-Municipal Water Demand Projections	$32,928.00	$32,928.00	$0.00
3	2B	Population and Municipal Water Demand Projections	$53,316.00	$53,316.00	$0.00
4	8	Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues	$11,097.00	$11,097.00	$0.00
5	10	Public Participation and Plan Adoption	$112,668.00	$254,062.00	$141,394.00
6	3	Water Supply Analysis	$0.00	$130,118.00	$130,118.00
7	4A	Water Needs Analysis	$0.00	$21,201.00	$21,201.00
8	4B	Identification of Infeasible Water Management Strategies in the previously adopted 2021 Regional Water Plan	$0.00	$23,863.00	$23,863.00
9	4C	Technical Memorandum	$0.00	$32,759.00	$32,759.00
10	5A	Identification of Potentially Feasible Water Management Strategies and Projects	$0.00	$14,924.00	$14,924.00
11	5B	Evaluation and Recommendation of Water Management Strategies and Projects	$0.00	$378,351.00	$378,351.00
12	5C	Conservation Recommendations	$0.00	$25,534.00	$25,534.00
13	6	Impacts of the Regional Water Plan and Consistency with Protection of Resources	$0.00	$34,445.00	$34,445.00
14	7	Drought Response Information, Activities, and Recommendations	$0.00	$75,386.00	$75,386.00
15	9	Implementation and Comparison to the Previous Regional Water Plan	$0.00	$12,342.00	$12,342.00
		Total	**$228,814.00**	**$1,119,131.00**	**$890,317.00**

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CONTRACTOR EXPENSE BUDGET

EXPENSE BUDGET CATEGORY	ORIGINAL BUDGET	REVISED BUDGET	AMOUNT CHANGED
Contractor (Political Subdivision) Other Expenses [1]	$5,000.00	$5,000.00	$0.00
Contractor (Political Subdivision) Salaries and Wages[2]	***category did not previously exist***	$0.00	$0.00
Subcontract Services	$219,814.00	$1,110,131.00	$890,317.00
Voting Planning Member Travel [3]	$4,000.00	$4,000.00	$0.00
Contractor (Political Subdivision) Travel [4]	$0.00	$0.00	$0.00
Total Project Cost	**$228,814.00**	**$1,119,131.00**	**$890,317.00**

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

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

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

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

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

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

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

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

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

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

Requisition

Requisition Details

Requisition Details

Requisition Summary

Business Unit	58000	**Requisition Name**	2148302561 RWP Amd 1 Rgn I
Date	09/20/2022	**Requisition ID**	0000000187
Request State	Approved	**Total Amount**	406,956.00 USD
Requested For	00010094077	**Pre-Encumbrance Balance**	406956.00 USD

Header Comments

Comment 1: Attach CIF, Board item contract amendment

Expand lines to review shipping and accounting details

Requisition Lines

Line	Item Description	Source Status	Amount Only	Quantity		Price	Status	Total
1	Regional Water Planning Cont...	Available	Yes	1	EACH	406956.00 USD	Approved	406,956.00

Shipping Line 1 **Ship To** SFAHQ
1700 Congress Avenue
6th Floor - TWDB
Austin, TX 78701

Attention To Sarah Lee

Due Date 09/30/2022

Quantity 1

Price 406,956.00

Price Adjustment

▼ Accounting Lines

Distribute By Amt **Liquidate By** Amt

Accounting Lines

1-2 of 2

Details | More Details | More Details 2 | Asset Information | Budget Information

Dist #	Status	Location	Quantity	Merchandise Amt	Percent	GL Unit	Entry Event	Account
1	Open	SFAHQ	0.5	203,478.00	50.0000	58000		7613

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Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

Please initial and date to confirm your review/approval of the Contract Amendment documents.

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

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4. Riverbend Water/ 2148302556	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302556_RiverbendWater_RON_ELLIS	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	RE 9/2/22	SL 9/6/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
5. RGCOG/2148302557	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302557_RGCOG_ELIZABETH_MCCOY	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	EM 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
6. Colorado River Municipal/ 2148302558	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302558_ColoradoRiverMunicipal_ELIZABETH_MCCOY	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	EM 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign

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7. Brazos River Authority/2148302559	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302559_BrazosRiverAuthority_JEAN_DEVLIN	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	JD 9/6/22	SL 9/7/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
8. San Jacinto River Auth/ 2148302560	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302560_SanJacintoRiverAuth_LANN_BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
9. Nacogdoches River Auth/ 2148302561	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302561_Nacogdoches_LANN_BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign LM 10/13/2022	DocuSign MN 10/14/2022	DocuSign 10/28/2022	DocuSign 10/28/2022

Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

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10. Upper Guadalupe River Auth/ 2148302562	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302562_UpperGuadalupe_RON_ELLIS	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	RE 9/2/22	SL 9/6/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
11. LCRA/ 2148302563	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302563_LCRA_LAN_BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
12. San Antonio River Auth/ 2148302564	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302564_SanAntonioRiverAuth_ELIZABETH_MCCOY	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	EM 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign

Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

Please initial and date to confirm your review/approval of the Contract Amendment documents.

EEcJTMKSContractor Name/Contract #	Shared Drive Link to Access Documents	PCS Contract Specialist (Rishi Teli)	PCS Director (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Lee)	Program Director (Temple McKinnon)	Budget Analyst/Director (Erin Moczygemba & Loren Sammon)	Financial Operations AP/AR (Eldrisha Eubanks)	Financial Operations Director (Letty Molina)	Exec. Matt Nelson	Amanda Lavin, Assistant Executive Administrator	Jeff Walker, Executive Administrator
13. LRGVD/ 2148302565	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302565_LRGVD_KEVIN_SMITH	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	KS 9/1/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
14. Nueces River Auth/ 2148302566	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302566_NuecesRiverAuth_KEVIN_SMITH	RT 9/12/2022	ct 9/22/22	KS 9/13/2022	KS 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22				
15. South Plains Association/ 2148302567	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302567_SouthPlainsAssoci_JEAN_DEVLIN	RT 9/12/2022	ct 9/22/22	KS 9/13/2022	JD 9/6/22	SL 9/7/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22				

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Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

Please initial and date to confirm your review/approval of the Contract Amendment documents.

EEcJTMKSContractor Name/Contract #	Shared Drive Link to Access Documents	PCS Contract Specialist (Rishi Teli)	PCS Director (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Lee)	Program Director (Temple McKinnon)	Budget Analyst/Director (Erin Moczygemba & Loren Sammon)	Financial Operations AP/AR (Eldrisha Eubanks)	Financial Operations Director (Letty Molina)	Exec. Matt Nelson	Amanda Lavin, Assistant Executive Administrator	Jeff Walker, Executive Administrator
16. Lavaca Navidad/ 2148302568	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302568_AMD_Lavaca-Navidad_JEAN_DEVLIN	RT 9/12/2022	ct 9/22/22	KS 9/13/2022	JD 9/6/22	SL 9/7/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22				

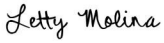
Certificate Of Completion

Envelope Id: C18F83BAE4144C2FB9A9F03F067A6C90
Status: Completed
Subject: TWDB Contract No.2148302561 -City of Nacogdoches- Reg I - Amendment No.1
Source Envelope:
Document Pages: 39
Signatures: 11
Envelope Originator:
Certificate Pages: 7
Initials: 7
Rishi Teli
AutoNav: Enabled
Rishi.Teli@twdb.texas.gov
EnvelopeId Stamping: Enabled
IP Address: 104.54.214.84
Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original
10/6/2022 3:42:28 PM
Holder: Rishi Teli
Rishi.Teli@twdb.texas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Texas Water Development Board
Location: DocuSign

Signer Events	Signature	Timestamp
Cameron Turner cameron.turner@twdb.texas.gov Contract Administration Manager TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 208.87.239.180	Sent: 10/6/2022 4:00:31 PM Viewed: 10/11/2022 8:05:26 AM Signed: 10/11/2022 8:05:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Eldrisha Eubanks eldrisha.eubanks@twdb.texas.gov TWDB Security Level: Email, Account Authentication (None)	EE Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/11/2022 8:06:03 AM Viewed: 10/11/2022 8:08:24 AM Signed: 10/13/2022 7:35:35 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Erin Moczygemba Erin.Moczygemba@twdb.texas.gov Budget Analyst Security Level: Email, Account Authentication (None)	EM Signature Adoption: Pre-selected Style Using IP Address: 70.40.30.101	Sent: 10/11/2022 8:06:04 AM Viewed: 10/11/2022 8:31:05 AM Signed: 10/11/2022 8:31:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kaye Schultz kaye.schultz@twdb.texas.gov Attorney TWDB Security Level: Email, Account Authentication (None)	Kaye Schultz Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 7:35:39 AM Viewed: 10/13/2022 11:33:50 AM Signed: 10/13/2022 11:34:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Lann Bookout Lann.Bookout@twdb.texas.gov Texas Water Development Board Texas Water Development Board Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 7:35:39 AM Viewed: 10/13/2022 11:13:33 AM Signed: 10/13/2022 11:14:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Letty Molina letty.molina@twdb.texas.gov Finance Manager TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.78.195.241 Signed using mobile	Sent: 10/13/2022 11:34:33 AM Viewed: 10/13/2022 8:19:41 PM Signed: 10/13/2022 8:20:57 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Loren Sammon loren.sammon@twdb.texas.gov Budget Analyst Texas Water Development Board Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 11:34:34 AM Viewed: 10/13/2022 11:35:36 AM Signed: 10/13/2022 11:35:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sarah Lee Sarah.Backhouse@twdb.texas.gov Texas Water Development Board Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 8:21:02 PM Viewed: 10/14/2022 8:59:28 AM Signed: 10/14/2022 9:00:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sarah Lee Sarah.Lee@twdb.texas.gov Delegate Of: Temple McKinnon Temple.McKinnon@twdb.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/14/2022 9:00:29 AM Viewed: 10/14/2022 9:00:52 AM Signed: 10/14/2022 9:00:59 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matt Nelson Matt.Nelson@twdb.texas.gov Security Level: Email, Account Authentication (None)	Matt Nelson Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/14/2022 9:01:03 AM Viewed: 10/14/2022 9:57:35 AM Signed: 10/14/2022 9:57:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Mario Canizares canizaresm@nactx.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 139.180.41.190	Sent: 10/14/2022 9:57:51 AM Viewed: 10/17/2022 10:04:25 AM Signed: 10/28/2022 9:19:34 AM
Electronic Record and Signature Disclosure: Accepted: 7/12/2021 4:53:55 PM ID: ec7e1a69-f2e7-4203-a265-42ba9d0cb421		
Amanda Lavin amanda.lavin@twdb.texas.gov Assistant Executive Administrator TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/28/2022 9:19:40 AM Viewed: 10/28/2022 9:33:00 AM Signed: 10/28/2022 9:33:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amanda Lavin amanda.lavin@twdb.texas.gov Assistant Executive Administrator TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/28/2022 2:34:35 PM Viewed: 10/28/2022 2:49:40 PM Signed: 10/28/2022 2:49:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jeff Walker jeff.walker@twdb.texas.gov Executive Administrator TWDB Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2022 2:34:38 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lann Bookout Lann.Bookout@twdb.texas.gov Texas Water Development Board Texas Water Development Board Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2022 2:50:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Rishi Teli rishi.teli@twdb.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2022 2:50:00 PM
TWDB Contracts contracts@twdb.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2022 2:50:00 PM
Mario Canizares canizaresm@nactx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/12/2021 4:53:55 PM ID: ec7e1a69-f2e7-4203-a265-42ba9d0cb421	COPIED	Sent: 10/28/2022 2:50:05 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2022 4:00:31 PM
Certified Delivered	Security Checked	10/28/2022 2:49:40 PM
Signing Complete	Security Checked	10/28/2022 2:49:54 PM
Completed	Security Checked	10/28/2022 2:50:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Water Development Board (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Water Development Board:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: darrell.tompkins@twdb.texas.gov

To advise Texas Water Development Board of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at darrell.tompkins@twdb.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Texas Water Development Board

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to darrell.tompkins@twdb.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Water Development Board

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to darrell.tompkins@twdb.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Texas Water Development Board as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Texas Water Development Board during the course of your relationship with Texas Water Development Board.

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PLUMMER ASSOCIATES, INC.

AGREEMENT FOR ENGINEERING SERVICES

Project No. 1600-004-01

THIS AGREEMENT is made and entered into as of the 20th day of October, **2021,** by and between the **CITY OF NACOGDOCHES**, Texas, (hereinafter called "Owner") and the firm of **PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

OWNER INFORMATION

Name:	City of Nacogdoches	Contact:	Mario Canizares
Billing Address:	PO Box 635030	Title:	City Manager
	Nacogdoches, TX 75963-5030	Telephone:	936-559-2501

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Owner and Engineer agree as follows:

SCOPE OF SERVICE:

Owner requests and authorizes Engineer to perform BASIC ENGINEERING SERVICES to and as further described in Exhibit 1, "Scope of Work," and hereinafter called the "Project" as set forth in this Agreement.

The Project scope of work is further described in and shall be developed according to the following published documents and Exhibits:

- Contract between the Texas Water Development Board (TWDB) and City of Nacogdoches executed July 12, 2021 (TWDB Contract no. 2148302561).
- The TWDB General Guidelines for Development of the 2026 Regional Water Plans dated June 2021.
- The TWDB Guidelines for 2026 Regional Water Plan Data Deliverables to be developed.
- Exhibit 1 – Scope of work
- Exhibit 2 – Specific Clause Requirements
- Exhibit 3 – Consultant Team Task and Expense Budgets

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AGREEMENT DATES AND AMOUNT:

Starting Date

- The first day *administrative work* associated with public notices for this Project is eligible for reimbursement is February 1, 2021, the contract initiation date between the Texas Water Development Board (TWDB) and Owner.
- The first day *technical work* performed for this Project is eligible for reimbursement is August 18, 2021, the date the East Texas Regional Water Planning Group held a public meeting to receive preplanning input from the public.

Ending Date

- The last day *work performed* under this Agreement is eligible for reimbursement will be February 27, 2026.
- The last day a *final payment request* may be submitted for reimbursement will be April 30, 2026.
- The last day a *final budget amendment request* may be submitted will be July 31, 2026.
- This Agreement expires on August 31, 2026.

Committed Funds

$219,814.00 is currently available to Engineer pursuant to the terms of this Agreement.

GENERAL TERMS AND CONDITIONS:

1. Authorization to Proceed

Execution of this Agreement by the Owner will be authorization for PLUMMER ASSOCIATES, INC. ("Engineer") to proceed with the work, unless otherwise provided for in this Agreement.

2. Salary Costs

Engineer's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid Engineer's employees for work directly performed on Owner's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

Engineer's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

Engineer's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Owner's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer.

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5. Cost Opinions

Any cost opinions or Project economic evaluations provided by Engineer will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Termination

This Agreement may be terminated for convenience upon 30 days' written notice by either party with or without cause. On termination, Engineer will be paid for all work performed up to the date of notification. If no notice of termination is given and termination is not for cause, relationships and obligations created by this Agreement, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this Agreement.

7. Compensation

Owner shall pay Engineer for Basic Services and Additional Services rendered in accordance with the provisions of Exhibit 3, "Consultant Team Task and Expense Budgets."

Monthly invoices will be issued by Engineer for all work performed under this Agreement. Invoices are due and payable on receipt.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

The Owner will exercise reasonableness in contesting any bill or portion thereof.

Terms of Reimbursement – Subcontracts must be cost reimbursable. Lump sum agreements are not permitted for services. Please also note that the TWDB does not reimburse "handling costs" (mark-ups) on any expenses. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: https://fmx.cpa.texas.gov/fmx/travel/textravel/trans/personal.php

8. Insurance

Engineer, as a minimum, shall maintain insurance of a form and in amounts as required by state law and as set forth in Exhibit 2, "Specific Clause Requirements." Engineer shall provide proof of said insurance requirements by attaching a Certificate of Insurance with the executed Agreement.

9. Independent Consultant

Engineer agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the Owner.

10. Engineer's Personnel at the Project Site

The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to Owner and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all

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methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel.

Engineer neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

11. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the Owner.

12. Venue

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in **Nacogdoches County, Texas,** and shall be governed by the laws of the **State of Texas.**

13. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

14. Interpretation

The limitations of liability and indemnities will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to Engineer's officers, affiliated corporation, employees and subcontractors. The law of the State of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

15. No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Owner and Engineer and has no third-party beneficiaries. The Owner will include a provision in each Agreement which Owner enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

Engineer's services are defined solely by this Agreement, and not by any other contract or Agreement that may be associated with the Project, unless noted otherwise in the Scope of Service.

16. Indemnity and Liability

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and their officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and

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damages arising out of Engineer's negligent act or omission of Engineer, its consultants, or their officers, directors, members, partners, agents, or employees on services performed under this Agreement 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. It is specifically understood and agreed that in no case shall the Engineer be required to pay an amount disproportional to Engineer's culpability, or any share of any amount levied to recognize more than actual economic damages

Engineer will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing similar work in the same locality under similar conditions during the same time. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Engineer's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

The Owner's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performances of this Agreement, and the Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner caused by Engineer's omissions or negligent performance of any of the services furnished under this Agreement.

To the maximum extent permitted by law, Engineer's liability for Owner damages for any cause or combination of causes will, in the aggregate, not exceed the limits of the Engineer's professional liability insurance coverage.

As used herein, Engineer includes the corporation, subcontractors, and any of its or their officers, or employees.

As between the Owner and the Engineer, any contract claim must be brought within four years from the day following the act or omission giving rise to the breach of contract claim.

17. Documents and Notices

Contract documents, reports, plans, specifications, memorandums, or other delivered documents (furthermore known as Documents), in printed paper format (also known as hard copies) prepared or furnished by Engineer, pursuant to this Agreement are instruments of service but shall become the property of the Owner subject to Engineer's receipt of full payment for all services relating to preparation of the Documents. Engineer shall have the right to retain copies of Documents for information and reference. Signed and sealed printed form documents and plans shall be deemed superior and shall govern over same electronic format documents.

Contracted notices required by this Agreement shall be made in writing and shall be delivered by:

a. person;
b. overnight courier with written verification of receipt;
c. electronic communication; or
d. certified mail, return receipt requested.

18. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.

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By execution of this Agreement, Owner authorizes Engineer to provide Basic Engineering Services for the Project. Services covered by this Agreement will be performed in accordance with the Provisions attached to this form and any other attachments or schedules referenced. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Owner **City of Nacogdoches:**	**Engineer** **Plummer Associates, Inc.:**
By [signature]	By RexHunt Digitally signed by RexHunt DN: cn=RexHunt, o=Plummer, ou, email=rhunt@plummer.com, c=US Date: 2021.10.14 17:33:20 -05'00'
Title City Manager	Title Principal
Date 10/20/2021	Date October 14, 2021

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Exhibit 1
Scope of Work

Exhibit 1 of this Agreement is Exhibit A of the contract between the Texas Water Development Board (TWDB) and City of Nacogdoches executed July 12, 2021 (TWDB Contract No. 2148302561) dated June 2021.

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Exhibit A

Scope of Work

2026 Regional Water Plans

NOTE:
SCOPE OF WORK TO BE AMENDED TO INCORPORATE REMAINING PLANNING TASKS NECESSARY TO COMPLETE THE 2026 REGIONAL WATER PLANS AT A LATER DATE.

June 2021

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

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Task 1- Planning Area Description

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

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

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

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

Deliverables: A completed Chapter 1 describing the regional water planning area must be included in the Initially Prepared Plan and final 2026 Regional Water Plan.

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Task 2A - Non-Municipal Water Demand Projections

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

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

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

TWDB staff will provide draft water demand projections for all associated non-municipal water user groups to the regional water planning groups for their review and input.

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

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

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

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

1) Receive and make publicly available the draft non-municipal water demand projections provided by the TWDB.
2) Evaluate draft non-municipal water demand projections provided by the TWDB.
3) Review comments received from local entities and the public for compliance with TWDB requirements.
4) Prepare detailed feedback on draft non-municipal water demand projections, as necessary, including justification and documentation supporting requested changes from the regional

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water planning group and/or local entities with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.

5) Submit numerical requests for revisions of draft non-municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the regional water planning group, based on, for example, requests received from local entities, in accordance with the contract guidance document *General Guidelines for Development of the 2026 Regional Water Plans.*
6) Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
7) Assist the TWDB, as necessary, in resolving final allocations of water demands to water user groups to conform with any control totals defined by the TWDB, for example, by county and/or region.
8) Prepare non-municipal water demand projection summaries for water user groups using final, Board-adopted projections to be provided by the TWDB, as necessary. Any regional water planning group-created data tables should match the appropriate final data as reported by DB27.
9) Modify any associated non-municipal water demand projections for major water providers, as necessary based on final, Board-adopted water user group water demand projections.
10) Review the TWDB *Water Demand* report(s) from DB27 and incorporate this planning database report(s), unmodified, into any technical memorandum, initially prepared plan, and final regional water plan.
11) Update wholesale water provider contractual obligations to supply water to other entities and report this information along with projected demands, including within DB27 and within any planning memorandums or reports, as appropriate.
12) Review aggregated water demand projections for major water providers provided by the TWDB. This will include retail demand data if the major water provider is a water user group, and contract demand data based on data entered by the planning group into DB27 if the major water provider is a wholesale water provider.
13) Summarize and present projected water demands for major water providers by category of use for each planning decade and incorporate this table into any technical memorandum, initially prepared plan, and final regional water plan.
14) Disseminate the chapter document and related information to regional water planning group members for review.
15) Modify the chapter document based on regional water planning group, public, and/or agency comments.
16) Submit the chapter document to the TWDB for review and approval; and
17) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

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

Task 2B - Population and Municipal Water Demand Projections

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

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

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

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

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

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

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

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

1) Receive and review a draft municipal water user group entity list and detailed public water system list within each collective reporting unit provided by the TWDB and submit identified corrections to water user group-water systems relations or water user group names to the TWDB. Once finalized, the municipal water user group entity list will be populated into DB27.
2) Receive and review historical population and water use estimates and GPCDs provided by the TWDB and submit identified corrections to the TWDB.
3) Receive and make publicly available the draft population and associated municipal water demand projections provided by the TWDB that are based on utility service areas.
4) Evaluate draft population, GPCDs, Plumbing Code Savings (PC Savings) and associated municipal water demand projections provided by the TWDB.
5) Review and summarize comments received from local entities and the public for compliance with TWDB requirements.
6) Provide detailed revision requests to the TWDB for population, GPCDs, PC Savings and associated municipal water demand projections, as necessary, including justification and

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documentation supporting suggested changes with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.

7) Submit numerical requests for revisions of draft population, GPCDs, PC Savings and municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the regional water planning group, based on, for example, requests received from local entities, in accordance with the contract guidance document *General Guidelines for Development of the 2026 Regional Water Plans.*
8) Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
9) Assist the TWDB, as necessary, in resolving final allocations of population and municipal water demands to water user groups to conform with any control totals defined by the TWDB, for example, by county and/or region.
10) Prepare population and municipal water demand projection summaries for water user groups using final, Board-adopted projections to be provided by the TWDB, as necessary. Any regional water planning group-created data tables must match the appropriate final data as reported by DB27.
11) Modify any associated population and municipal water demand projections for major water providers, as necessary based on final, Board-adopted water user group population and water demand projections.
12) Review the TWDB *Population and Water Demand* reports from DB27 and incorporate these planning database reports, unmodified, into any technical memorandum, initially prepared plan, and final regional water plan.
13) Update wholesale water provider contractual obligations to supply water to other entities and report this information along with projected demands including within DB27 and within any planning memorandums or reports, as appropriate.
14) Review aggregated water demand projections for major water providers provided by the TWDB. This will include retail demand data if the major water provider is a water user group, and contract demand data based on data entered by the regional water planning group, into DB27 if the major water provider is a wholesale water provider.
15) Summarize and present projected water demands for major water providers by category of use for each planning decade and incorporate this table into any technical memorandum, initially prepared plan, and final regional water plan.
16) Disseminate the chapter document and related information to regional water planning group members for review.
17) Modify the chapter document based on regional water planning group, public, and/or agency comments.
18) Submit the chapter document to the TWDB for review and approval; and
19) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

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

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

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

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

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

1) Receive and consider TWDB feedback on the implementation of the regional water planning group's legislative, administrative, and regulatory recommendations, as applicable to the TWDB, in the previous regional water plan.
2) Receive and consider recommendations from the Interregional Planning Council to the regional water planning groups.
3) Consider relevant plans referenced under 31 TAC §357.22 in developing this chapter.
4) Consider and discuss potential recommendations for designation of ecologically unique stream segments within the regional water planning area, based on the criteria in 31 TAC §358.2.
5) If applicable, prepare a recommendation package following the requirements in 31 TAC §357.43(b) recommending which stream segments in the region, if any, should be recommended for designation as ecologically unique stream segments. Evaluate and incorporate comments from the regional water planning group. Upon approval by the regional water planning group, submit the recommendation package to the Texas Parks and Wildlife Department for comments.
6) Include the recommendation package and Texas Parks and Wildlife Department's written evaluation on the unique stream segment(s) recommendation in the final adopted regional water plan. An updated Texas Parks and Wildlife Department evaluation must be included in each regional water plan, even for those stream segments that have been recommended in previous plans but not designated by the Legislature.
7) For each recommended or previously designated unique stream segment, include a quantitative analysis of the impact of the regional water plan on the stream segments based upon the assessment criteria in 31 TAC §357.43(b)(2).
8) Consider and discuss potential recommendations for designation of unique reservoir sites within the regional water planning area.
9) For each recommended unique reservoir site, include a description of the site, reasons for the unique designation, and expected beneficiaries of water supplies developed at a given site in accordance with 31 TAC §357.43(c).
10) Consider and discuss potential regional policy issues; identify recommendations for legislative, administrative, and regulatory rule changes; including recommendations to improve the state and regional planning process.
11) Disseminate the chapter document and related information to regional water planning group members for review.
12) Modify the chapter document based on regional water planning group, public, and or agency comments.
13) Submit the chapter document to the TWDB for review and approval; and

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14) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

Deliverables: A completed Chapter 8 presenting regional water planning group unique stream segment, unique reservoir site, legislative, administrative, and regulatory recommendations must be included in the Initially Prepared Plan and final 2026 Regional Water Plan.

Task 10 - Public Participation and Plan Adoption

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

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

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

A) Plan Development Activities

1) Organize, support, facilitate, and document all meetings/hearings associated with activities necessary and eligible to complete and submit a technical memorandum, initially prepared plan, and final regional water plan to the TWDB, including but not limited to: regular regional water planning group meetings, committee meetings, or subcommittee meetings; pre-planning meeting; meetings associated with revision of draft projections; public meeting for the consideration of the process for identifying potentially feasible water management strategies and the presentation of the analysis of infeasible water management strategies; consideration of a substitution of alternative water management strategies; public hearing on the initially prepared plan; adoption of the final regional water plan, and consideration of regional water plan amendments, alternative WMS substitutions, or Board-directed revisions.
2) Include a deliberate discussion on how the planning group will conduct interregional coordination and collaboration regarding water management strategies during both the preplanning meeting required under 31 TAC §357.12(a)(1) and meeting to consider the process for identifying potentially feasible water management strategies required under 31 TAC §357.12(b).
3) Collect and evaluate information, including any information gathering surveys from water suppliers or water user groups, (e.g., on existing infrastructure; existing water supplies; potentially feasible water management strategies) and/or maintenance of contact lists for regional planning information in the region.
4) Conduct intraregional and interregional coordination and communication, and or facilitation required within the regional water planning area and with other regional water planning groups to develop a regional water plan including with water suppliers or other

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relevant entities such as groundwater conservation districts, water user groups, and or wholesale water providers. This includes gathering and documenting information on potential interregional opportunities or issues.

5) Incorporate all required DB27 reports into the technical memorandum, initially prepared plan and final regional water plan. Note that all DB27 reports are required to be grouped together in one appendix to the regional water plan and that the regional water plan Executive Summary must reference the location of the DB27 reports.
6) Develop and include an Executive Summary in both the initially prepared plan and final regional water plan, not to exceed 30 pages.
7) Make modifications to the regional water plan documents based on regional water planning group, public, and/or agency comments.
8) Prepare a regional water plan chapter summarizing Task 10 activities including review by the RWPG and modification of document as necessary.
9) Prepare and transmit correspondence, for example, directly related to public comments on regional water plan documents.
10) Develop draft and final responses for regional water planning group approval to public questions or comments as well as approval of the final responses to comments on regional water plan documents.
11) Produce, distribute, and submit all draft and final regional water plan-related planning documents for the regional water planning group, public and agency review, including in hard-copy format when required.
12) Assemble, compile, and produce of the completed initially prepared plan and final regional water plan documents that meet all requirements of statute, 31 TAC Chapters 355, 357 and 358, regional water planning contract and associated contract guidance documents.
13) Submit the regional water plan documents in required formats to the TWDB for review and approval; and all effort required to obtain final approval of the regional water plan by the TWDB.

B) Technical Support and Administrative Activities

1) Support and accommodate periodic presentations by the TWDB for the purpose of orientation, training, and retraining as determined and provided by the TWDB during regular regional water planning group meetings.
2) Consider recommendations in the *Best Management Practices Guide(s) for Regional Water Planning Group Political Subdivisions*, as prepared and updated by the TWDB.
3) Attendance and participation of technical consultants in TWDB-provided DB27 trainings, including individualized trainings and review of technical and data-related contract guidance documents in the TWDB regional water planning contract.
4) Develop agendas, presentations, and handout materials for the public meetings and hearings to provide to regional water planning group members and the public.
5) Attendance and participation of technical consultants at regional water planning group, committee, subcommittee, and other meetings and hearings necessary for regional water plan development including preparation and follow-up activities.
6) Develop technical and other presentations and handout materials for regional water planning group meetings and hearings to provide technical and explanatory data to the regional water planning group and its subcommittees, including follow-up activities.
7) Perform administrative and technical support including coordination of and participation in RWPG activities, and documentation of any regional water planning group meetings, hearings, workshops, workgroups, subgroup and/or subcommittee activities.
8) Provide status reports to the TWDB for work performed under this Contract.

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9) Meet all public notice requirements in accordance with the Texas Open Meetings Act, statute, 31 TAC §357.21, and any other applicable public notice requirements.

C) Other Activities

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

Deliverables:

- A draft Chapter 10 summarizing public participation activities to date included in the Initially Prepared Plan.
- A completed Chapter 10 summarizing public participation activities and appendices with public and agency comments and regional water planning group responses to comments in the final 2026 regional water plan.
- A complete Initially Prepared Plan and final 2026 Regional Water Plan.

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Exhibit 2
Specific Clause Requirements

The Texas Water Development Board (TWDB) requires the following specific clauses to be included in any subcontract agreement:

A. **State Auditor Clause.** By executing this Contract, the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

B. **Financial Records Clause.** The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

C. **Ownership Clause.** The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

   The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

D. **No Debt Against the State Clause.** This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

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E. **Licenses, Permit and Insurance Clause.** For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.

   The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

F. **Compliance with Board Rules and State Law.** The SUB-CONTRACTOR (S) shall comply with BOARD rules and adhere to all requirements in state law pertaining to the procurement of professional services.

If you have any questions regarding these requirements, please send an email to contracts@twdb.texas.gov.

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Exhibit 3
Consultant Team Task and Expense Budgets

The ENGINEER will perform the tasks described in Exhibit 1 – Contract between the Texas Water Development Board and City of Nacogdoches utilizing its own resources and a team of subconsultants (CONSULTANT TEAM). The ENGINEER will execute subcontracts with each member (SUBCONSULTANT) on the CONSULTANT TEAM. The CLIENT assumes no legal obligations under ENGINEER's subcontracts with SUBCONSULTANTS. In addition to the ENGINEER, the CONSULTANT TEAM includes the following firms:

Freese and Nichols, Inc.
Advanced Groundwater Solutions, LLC

Following in Table 3.1 is a breakdown of the budget for this Project by Task. Table 3.2 is a breakdown of the budget by Expense Category. Table 3.3 provides the anticipated breakdown of the Task budget for the CONSULTANT TEAM. If the task breakdown between members of the CONSULTANT TEAM is changed, a revised Table C.3 will be provided to the CLIENT.

TASK BUDGET (Table 3.1)

TASK	DESCRIPTION	Total Amount
Task 1	Prepare Regional Description	$18,805.00
Task 2A	Non-Population Related Water Demand Projects	$32,928.00
Task 2B	Population and Population-Related Water Demand Projection	$53,316.00
Task 8	Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues	$11,097.00
Task 10	Public Participation and Plan Adoption	$103,668.00
	TOTAL ENGINEER BUDGET	**$219,814.00**

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EXPENSE BUDGET (Table 3.2)

CATEGORY	Total Amount
Salaries & Wages [1]	$36,461.14
Fringe [2]	$15,678.30
Travel [3]	$1,000.00
Other Expenses [4]	$2,000.00
Subcontract Services	$89,200.00
Overhead[5]	$49,951.76
Profit	$25,522.80
TOTAL STUDY COSTS [6]	**$219,814.00**

1. Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to this contract.

2. Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

3. Travel expenses are limited to the maimum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded. These expenses are defined as:

    a. eligible mileage expenses incurred to attend RWPG meetings that cannot be reimbursed by ay other entity, poitical subdivision, etc. as certified by consultant, and

    b. food, drink, lodging, or airfare of designated consultant travel to support participation in legislatively-required or Board-requested meetings, as specifically authorized by the RWPG and TWDB Executive Administrator.

4. Other Expenses eligible for reimbursement as described in 31 TAC Section 355.92(c) include the following administrative costs that may be billed under Task 10 associated with the RWPG's Political Subdivision if the RWPG or its chairperson certifies, during a public meeting, that the expenses are eligible for reimbursement and are correct and necessary:
    a. Direct costs, excluding personnel costs, for placing public notices for the legally required public meetings, maintaining a website, and of providing copies of information for the public and for members of the RWPG as needed for the efficient performance of planning work such as:
        1. expendable supplies consumed in direct support of the planning process;
        2. direct communication charges;
        3. limited direct costs/fees of maintaining RWPG website domain, website hosting, and/or website – not to exceed $250.00 per calendar year;
        4. direct non-labor costs of storing or posting of audio-visual files (e.g., meeting recordings) – this is not not limited by cap stated in item a.3 above;
        5. direct non-labor costs and fees associated with the initial development of a website – this is not limited by cap stated in item a.3 above, but must be reasonable by professional standards and not detract from plan development;
        6. reproduction of materials directly associated with notification or planning activities

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(currently 10¢ per copy or the actual non-labor direct costs as documented by the Contractor);

7. other direct costs of public meetings, all of which must be directly related to planning (e.g., newspaper and other public notice posting costs, and facility rentals); and,
8. direct postage (e.g., postage for mailed notification of funding applications or meetings).

5. Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:
    - Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
    - Indirect salary fringe benefits;
    - Accounting and legal services related to normal management and business operations;
    - Travel costs incurred in the normal course of overall administration of the business;
    - Equipment rental;
    - Depreciation of furniture, fixtures, equipment, and vehicles;
    - Dues, subscriptions, and fees associated with trade, business,
    - technical, and professional organizations;
    - Other insurance;
    - Rent and utilities; and,
    - Repairs and maintenance of furniture, fixtures, and equipment.
6. Ineligible Expenses include funding any of the activities specified in 31 TAC Section 355.92(a), as well as the following items as applicable:
    a. Compensation for the time or expenses of RWPGs members' service on or for the RWPG;
    b. Costs of administering the RWPGs, other than those eligible and authorized under Eligible Expenses;
    c. Costs for training;
    d. Costs of administering the regional water planning grant and associated contracts;
    e. Costs associated with development of an application for a regional water planning grant or reviewing materials developed due to this grant;
    f. Food, drink, or lodging (including tips and alcoholic beverages), unless eligible and authorized under item 3b above;
    g. Purchase, rental, or depreciation of equipment (e.g., computers, copiers, fax machines);
    h. General purchases of office supplies not documented as consumed directly for the planning process; and,
    i. Costs associated with social events or tours.

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CONSULTANT TEAM BUDGET BREAKOUT (Table 3.3)

Task	Description	PLU	FNI	AGS	Total Budget
Task 1	Prepare Regional Description	$13,205.00	$1,900.00	$3,700.00	$18,805.00
Task 2A	Non-Pupulation Related Water Demand Projects	$18,728.00	$11,300.00	$2,900.00	$32,928.00
Task 2B	Population and Population-Related Water Demand Projection	$28,116.00	$20,400.00	$4,800.00	$53,316.00
Task 8	Prepare Recommedations for Unique Streatm Segements, Unique Reservoir Sites, and Water Policies	$8,897.00	$1,100.00	$1,100.00	$11,097.00
Task 10	Public Participation and Plan Adoption	$61,668.00	$42,000.00	$0.00	$103,668.00
	TOTAL STUDY COSTS	**$130,614.00**	**$76,700.00**	**$12,500.00**	**$219,814.00**
		59%	35%	6%	

Consultants and Subconsultants

PLU Plummer Associates, Inc.
FNI Freese and Nichols, Inc.
AGS Advanced Groundwater Solutions, LLC

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Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Mario Canizares
City of Nacogdoches
P.O. Box 635030
Nacogdoches, Texas 75963-5030

RE: TWDB Contract No. 2148302561
Subcontract between City of Nacogdoches and Plummer Associates, Inc.

Dear Mr. Canizares:

The Texas Water Development Board (TWDB) has received the above-referenced Subcontract. The referenced document has been reviewed and found to be consistent with the scope of work and budget in Contract No. 2148302561. The subcontract is, therefore, acceptable to TWDB.

If you have questions or need any further information, please feel free to contact Lann Bookout at (512) 936-9439 or Lann.Bookout@twdb.texas.gov.

Sincerely,

Jessica Peña
Deputy Executive Administrator
Water Science & Conservation

Date: 11/9/2021

C w/o enc: Lann Bookout, Regional Water Planning

Our Mission

Leading the state's efforts in ensuring a secure water future for Texas and its citizens

Board Members

Brooke T. Paup, Chairwoman | Kathleen Jackson, Board Member

Jeff Walker, Executive Administrator

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SUBCONTRACT APPROVAL

CONTRACT # 2148302561	CONTRACTOR: City of Nacogdoches	SUB: Plummer Associates, Inc.	DATE / INITIAL

Is this a **Regional Water Planning or Regional Flood Planning** subcontract?	☑ Yes (needs Certification of Procurement) ☐ No	LM 10/27/2021 (COP not required)
Procurement & Contract Services Lauren Grooms-Meyers Contract Specialist Lauren Grooms-Meyers Checklist complete.	☑ Initial request received: 10/24/2021 ☑ Update Worklog ☑ Use Subcontract Approval Checklist to validate Subcontract Agt ☑ Accepted – Acceptance letter processed ☐ Rejected – Rejection letter processed ☐ Is the subcontractor a HUB? ☐ Yes; If yes, HUB Category: _____ ☐ No	LM 10/27/2021
☑ Cameron Turner ☐ Jenny Kim	☑ PCS Manager or Director reviews and approves	ct 10/28/21
Contract Manager / SME Lann Bookout	☑ CM / SME Reviews and approves ☑ CM / SME provides Names / Emails needed for DocuSign Contractor Signatory: N/A CC copies to: Mario Canizares/canizaresm@nactx.us corleys@nactx.us; dmay@plummer.com	lb 10/28/21
Sarah Backhouse	Manager or Team Lead reviews and approves	SB 10/28/21 with edit
☐ Larry French ☐ Carla Guthrie ☐ ☑ Temple McKinnon ☐ Saul Nuccitelli ☐ Reem Zoun	Director reviews & approves	SB for TM 10/28/21
Kaye Schultz ☑	Contract Attorney reviews and approves	KS 10/28/2021

↓ DOCUSIGN – CONTRACT ADMINISTRATION ONLY ↓

☐ Edna Jackson ☐ John T. Dupnik, P.G. ☐ Richard Wade ☑ Jessica Pena ☐ Rebecca Trevino ☐	Deputy Executive Administrator reviews, approves and signs transmittal letter via DocuSign 11/9/2021	
Additional DocuSign Recipients	☐ Contract Manager, Payment Group, Contractor	
Procurement & Contract Services Lauren Grooms-Meyers	☑ Scan/Add to CAS ☑ Enter Budget in CAS ☑ Update WorkLog 11/9/2021	LM

☐ **PAYMENT PENDING APPROVAL**
☐ **BUDGET SPREADSHEET ATTACHED**

Lauren Grooms-Meyers

Checklist complete.

Revised 05/04/2021

SUBCONTRACT APPROVAL CHECKLIST

CONTRACT # 2148302561

Contractor City of Nacogdoches **Contractor Amount $** 228,814.00

Subcontractor Plummer Associates, Inc. **Subcontractor Amount $** 219,814.00

Sub-Subcontractor _____ **Sub-Subcontractor Amount $** _____

√	LOCATION WITHIN SUBCONTRACT	ITEM
✔	P.1	**CONTRACT DATES** (corresponds with the dates of the Prime Agreement)
✔	P2	**SUBCONTRACT AMOUNT** (must not exceed the amount listed in the subcontract category of the Prime Agt)
✔	P.3	**TERMS OF REIMBURSEMENT** (a. no lump sum payments; b. the TWDB does not reimbursement "handling costs" (mark-ups) on any expenses; and c. all travel is reimbursed at the current rate for state employees which can be found at: https://comptroller.texas.gov/purchasing/programs/travel-management/rental/vendor-comparison.php
✔	P1	**SCOPE OF WORK** (appears to be consistent with the scope of the Prime Agt)
✔	P.22	**TASK BUDGET** (consistent with TWDB Contract)
✔	P. 23	**EXPENSE BUDGET** (approvable without but must be received prior to first reimbursement)
✔	P.6	**SUBCONTRACT IS SIGNED** (approvable without but must be received prior to first reimbursement)
✔	P.20	**STATE AUDITOR CLAUSE -** By executing this Contract, the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.
✔	P.20	**FINANCIAL RECORDS -** The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.
✔	P.20	**OWNERSHIP -** The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material

		provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials. The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.
✔	P.20	**NO DEBT AGAINST THE STATE -** This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
✔	P.21	**LICENSES, PERMIT, AND INSURANCE -** For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT. The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.
✔	**REGIONAL WATER OR FLOOD PLANNING CONTRACT ONLY**	
	N/A	**CERTIFICATE OF PROCUREMENT**
		OWNERSHIP - "It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this contract and developed by the (Name of SUBCONTRACTOR) pursuant to this contract shall become the joint property of the REGIONAL WATER PLANNING GROUP, (Name of SUBCONTRACTOR), (Name of SUB-SUBCONTRACTOR), and the Texas Water Development Board. These materials shall not be copyrighted or patented by the (Name of SUBCONTRACTOR). (Name of SUBCONTRACTOR) agrees that neither the Regional Water Planning Group nor the Texas Water Development Board are parties to this contract and agrees that that these entities have no liability under the terms of this contract. The Texas Water Development Board is solely a third-party beneficiary under this contract."
		COMPLIANCE WITH TWDB RULES AND STATE LAW - The SUB-CONTRACTOR (S) shall comply with TWDB rules and adhere to all requirements in state law pertaining to the procurement of professional services.

RESOLUTION NO. 1327-02-23

RESOLUTION RATIFYING AMENDMENTS TO THE GRANT CONTRACTS WITH THE TEXAS WATER DEVELOPMENT BOARD AND ASSOCIATED SUBCONTRACTS AND DELEGATING TO THE CITY MANAGER AUTHORITY TO EXECUTE FURTHER AMENDMENTS AS NEW MONEY IS ADDED TO THE PROGRAM.

WHEREAS, Regional water planning in Texas was instituted after Governor George W. Bush signed comprehensive water legislation in June 1997 and the East Texas Regional Water Planning Group (ETRWPG), also called the Region I Water Planning Group, a regional entity of the Texas Water Development Board (TWDB) which includes all or parts of 20 counties in east Texas was organized to develop the regional water plans which are updated every 5 years and incorporated into a comprehensive state water plan; and

WHEREAS, the East Texas Regional Water Planning Group (ETRWPG), like all the regional water planning groups is not a formally organized branch or agency of the State of Texas and requires an organized entity to serve as the administrative agent for grant funds provided by the state to do the work envisioned by the program; and

WHEREAS, the program is funded by the legislature and the funds allocated to the regions by the TWDB on a periodic basis which requires updated contracts with administrative entities and subcontractors to reflect the additional moneys and extended scope of work for the program each time the funding is extended; and

WHEREAS, the City of Nacogdoches has served as the administrative entity for the ETRWPG since 2008 and is currently in the 2021-2026 planning cycle; and

WHEREAS, as the administrative entity, the City receives grant funds from the TWDB, contracts with engineering and other technical staff to produce the water plan, and coordinates and facilitates the meetings and hearings each cycle for a volunteer Board representing the public, water users and suppliers, industries and political entities; and

WHEREAS, City Council approved the contract between the City of Nacogdoches and the TWDB for administrative duties for the current 5 year planning cycle from February 1, 2021 to August 31, 2021 on July 20, 2021 wherein the City serves as the "pass through" entity for ETRWPG to pay a subcontractor to hold meetings, collect data, perform analysis and generate reports with the money granted by the State and to reimburse costs incurred to administer the grant; and

WHEREAS, the City entered a subcontract with Plummer Associates, Inc as the Engineering Services Provider for the Regional Water Plan for the 5 year cycle on October 20, 2021(Exhibit A); and

WHEREAS, the City entered an amended contract with the TWDB for the additional fund and scope of work on October 28, 2022 (Exhibit B); and

WHEREAS, the City will enter an amended subcontract with Plummer Associates, Inc to perform the additional work (Exhibit C); and

WHEREAS, the City expects additional amendments to the contract and subcontract will be required before the City may relieve itself of the administration of the program; and

WHEREAS, the City finds that it is beneficial to the City and the region to ensure regional water planning for the City and region by administering these state funds through these contracts;

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. City Council ratifies and approves the contract with Plummer Associates Inc executed on October 20, 2021, (Exhibit A);

2. City Council ratifies and approves the amended contract with the Texas Water Development Board executed on October 28, 2022, (Exhibit B);

3. City Council approves the amended contract with Plummer Associates Inc, (Exhibit C);

4. The City Council authorizes the City Manager to agree and execute any additional amendments of the TWDB grant contract and associated engineering subcontracts along the same or similar terms and conditions.

PASSED AND APPROVED, this the 21st day of February, 2023, by a vote of ____ (ayes) to _____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

_____
Jimmy Mize, Mayor

ATTEST:

_____
Jan Vinson, City Secretary

APRROVED AS TO FORM:

_____
Steven Kirkland, City Attorney

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PLUMMER ASSOCIATES, INC.

AGREEMENT FOR ENGINEERING SERVICES

Project No. 1600-004-01

THIS AGREEMENT is made and entered into as of the 20th day of October, **2021,** by and between the **CITY OF NACOGDOCHES**, Texas, (hereinafter called "Owner") and the firm of **PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

OWNER INFORMATION

Name:	City of Nacogdoches	Contact:	Mario Canizares
Billing Address:	PO Box 635030	Title:	City Manager
	Nacogdoches, TX 75963-5030	Telephone:	936-559-2501

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Owner and Engineer agree as follows:

SCOPE OF SERVICE:

Owner requests and authorizes Engineer to perform BASIC ENGINEERING SERVICES to and as further described in Exhibit 1, "Scope of Work," and hereinafter called the "Project" as set forth in this Agreement.

The Project scope of work is further described in and shall be developed according to the following published documents and Exhibits:

- Contract between the Texas Water Development Board (TWDB) and City of Nacogdoches executed July 12, 2021 (TWDB Contract no. 2148302561).
- The TWDB General Guidelines for Development of the 2026 Regional Water Plans dated June 2021.
- The TWDB Guidelines for 2026 Regional Water Plan Data Deliverables to be developed.
- Exhibit 1 – Scope of work
- Exhibit 2 – Specific Clause Requirements
- Exhibit 3 – Consultant Team Task and Expense Budgets

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AGREEMENT DATES AND AMOUNT:

Starting Date

- The first day *administrative work* associated with public notices for this Project is eligible for reimbursement is February 1, 2021, the contract initiation date between the Texas Water Development Board (TWDB) and Owner.
- The first day *technical work* performed for this Project is eligible for reimbursement is August 18, 2021, the date the East Texas Regional Water Planning Group held a public meeting to receive preplanning input from the public.

Ending Date

- The last day *work performed* under this Agreement is eligible for reimbursement will be February 27, 2026.
- The last day a *final payment request* may be submitted for reimbursement will be April 30, 2026.
- The last day a *final budget amendment request* may be submitted will be July 31, 2026.
- This Agreement expires on August 31, 2026.

Committed Funds

$219,814.00 is currently available to Engineer pursuant to the terms of this Agreement.

GENERAL TERMS AND CONDITIONS:

1. Authorization to Proceed

Execution of this Agreement by the Owner will be authorization for PLUMMER ASSOCIATES, INC. ("Engineer") to proceed with the work, unless otherwise provided for in this Agreement.

2. Salary Costs

Engineer's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid Engineer's employees for work directly performed on Owner's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

Engineer's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

Engineer's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Owner's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer.

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5. Cost Opinions

Any cost opinions or Project economic evaluations provided by Engineer will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Termination

This Agreement may be terminated for convenience upon 30 days' written notice by either party with or without cause. On termination, Engineer will be paid for all work performed up to the date of notification. If no notice of termination is given and termination is not for cause, relationships and obligations created by this Agreement, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this Agreement.

7. Compensation

Owner shall pay Engineer for Basic Services and Additional Services rendered in accordance with the provisions of Exhibit 3, "Consultant Team Task and Expense Budgets."

Monthly invoices will be issued by Engineer for all work performed under this Agreement. Invoices are due and payable on receipt.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

The Owner will exercise reasonableness in contesting any bill or portion thereof.

Terms of Reimbursement – Subcontracts must be cost reimbursable. Lump sum agreements are not permitted for services. Please also note that the TWDB does not reimburse "handling costs" (mark-ups) on any expenses. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: https://fmx.cpa.texas.gov/fmx/travel/textravel/trans/personal.php

8. Insurance

Engineer, as a minimum, shall maintain insurance of a form and in amounts as required by state law and as set forth in Exhibit 2, "Specific Clause Requirements." Engineer shall provide proof of said insurance requirements by attaching a Certificate of Insurance with the executed Agreement.

9. Independent Consultant

Engineer agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the Owner.

10. Engineer's Personnel at the Project Site

The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to Owner and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all

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methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel.

Engineer neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

11. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the Owner.

12. Venue

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in **Nacogdoches County, Texas,** and shall be governed by the laws of the **State of Texas.**

13. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

14. Interpretation

The limitations of liability and indemnities will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to Engineer's officers, affiliated corporation, employees and subcontractors. The law of the State of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

15. No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Owner and Engineer and has no third-party beneficiaries. The Owner will include a provision in each Agreement which Owner enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

Engineer's services are defined solely by this Agreement, and not by any other contract or Agreement that may be associated with the Project, unless noted otherwise in the Scope of Service.

16. Indemnity and Liability

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and their officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and

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damages arising out of Engineer's negligent act or omission of Engineer, its consultants, or their officers, directors, members, partners, agents, or employees on services performed under this Agreement 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. It is specifically understood and agreed that in no case shall the Engineer be required to pay an amount disproportional to Engineer's culpability, or any share of any amount levied to recognize more than actual economic damages

Engineer will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing similar work in the same locality under similar conditions during the same time. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Engineer's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

The Owner's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performances of this Agreement, and the Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner caused by Engineer's omissions or negligent performance of any of the services furnished under this Agreement.

To the maximum extent permitted by law, Engineer's liability for Owner damages for any cause or combination of causes will, in the aggregate, not exceed the limits of the Engineer's professional liability insurance coverage.

As used herein, Engineer includes the corporation, subcontractors, and any of its or their officers, or employees.

As between the Owner and the Engineer, any contract claim must be brought within four years from the day following the act or omission giving rise to the breach of contract claim.

17. Documents and Notices

Contract documents, reports, plans, specifications, memorandums, or other delivered documents (furthermore known as Documents), in printed paper format (also known as hard copies) prepared or furnished by Engineer, pursuant to this Agreement are instruments of service but shall become the property of the Owner subject to Engineer's receipt of full payment for all services relating to preparation of the Documents. Engineer shall have the right to retain copies of Documents for information and reference. Signed and sealed printed form documents and plans shall be deemed superior and shall govern over same electronic format documents.

Contracted notices required by this Agreement shall be made in writing and shall be delivered by:

a. person;
b. overnight courier with written verification of receipt;
c. electronic communication; or
d. certified mail, return receipt requested.

18. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.

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By execution of this Agreement, Owner authorizes Engineer to provide Basic Engineering Services for the Project. Services covered by this Agreement will be performed in accordance with the Provisions attached to this form and any other attachments or schedules referenced. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Owner **City of Nacogdoches:**	**Engineer** **Plummer Associates, Inc.:**
By [signature]	By RexHunt Digitally signed by RexHunt DN: cn=RexHunt, o=Plummer, ou, email=rhunt@plummer.com, c=US Date: 2021.10.14 17:33:20 -05'00'
Title City Manager	Title Principal
Date 10/20/2021	Date October 14, 2021

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Exhibit 1
Scope of Work

Exhibit 1 of this Agreement is Exhibit A of the contract between the Texas Water Development Board (TWDB) and City of Nacogdoches executed July 12, 2021 (TWDB Contract No. 2148302561) dated June 2021.

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Exhibit A

Scope of Work

2026 Regional Water Plans

NOTE:
SCOPE OF WORK TO BE AMENDED TO INCORPORATE REMAINING PLANNING TASKS NECESSARY TO COMPLETE THE 2026 REGIONAL WATER PLANS AT A LATER DATE.

June 2021

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

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Task 1- Planning Area Description

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

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

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

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

Deliverables: A completed Chapter 1 describing the regional water planning area must be included in the Initially Prepared Plan and final 2026 Regional Water Plan.

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Task 2A - Non-Municipal Water Demand Projections

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

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

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

TWDB staff will provide draft water demand projections for all associated non-municipal water user groups to the regional water planning groups for their review and input.

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

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

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

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

1) Receive and make publicly available the draft non-municipal water demand projections provided by the TWDB.
2) Evaluate draft non-municipal water demand projections provided by the TWDB.
3) Review comments received from local entities and the public for compliance with TWDB requirements.
4) Prepare detailed feedback on draft non-municipal water demand projections, as necessary, including justification and documentation supporting requested changes from the regional

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water planning group and/or local entities with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.

5) Submit numerical requests for revisions of draft non-municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the regional water planning group, based on, for example, requests received from local entities, in accordance with the contract guidance document *General Guidelines for Development of the 2026 Regional Water Plans.*
6) Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
7) Assist the TWDB, as necessary, in resolving final allocations of water demands to water user groups to conform with any control totals defined by the TWDB, for example, by county and/or region.
8) Prepare non-municipal water demand projection summaries for water user groups using final, Board-adopted projections to be provided by the TWDB, as necessary. Any regional water planning group-created data tables should match the appropriate final data as reported by DB27.
9) Modify any associated non-municipal water demand projections for major water providers, as necessary based on final, Board-adopted water user group water demand projections.
10) Review the TWDB *Water Demand* report(s) from DB27 and incorporate this planning database report(s), unmodified, into any technical memorandum, initially prepared plan, and final regional water plan.
11) Update wholesale water provider contractual obligations to supply water to other entities and report this information along with projected demands, including within DB27 and within any planning memorandums or reports, as appropriate.
12) Review aggregated water demand projections for major water providers provided by the TWDB. This will include retail demand data if the major water provider is a water user group, and contract demand data based on data entered by the planning group into DB27 if the major water provider is a wholesale water provider.
13) Summarize and present projected water demands for major water providers by category of use for each planning decade and incorporate this table into any technical memorandum, initially prepared plan, and final regional water plan.
14) Disseminate the chapter document and related information to regional water planning group members for review.
15) Modify the chapter document based on regional water planning group, public, and/or agency comments.
16) Submit the chapter document to the TWDB for review and approval; and
17) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

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

Task 2B - Population and Municipal Water Demand Projections

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

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

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

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

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

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

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

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

1) Receive and review a draft municipal water user group entity list and detailed public water system list within each collective reporting unit provided by the TWDB and submit identified corrections to water user group-water systems relations or water user group names to the TWDB. Once finalized, the municipal water user group entity list will be populated into DB27.
2) Receive and review historical population and water use estimates and GPCDs provided by the TWDB and submit identified corrections to the TWDB.
3) Receive and make publicly available the draft population and associated municipal water demand projections provided by the TWDB that are based on utility service areas.
4) Evaluate draft population, GPCDs, Plumbing Code Savings (PC Savings) and associated municipal water demand projections provided by the TWDB.
5) Review and summarize comments received from local entities and the public for compliance with TWDB requirements.
6) Provide detailed revision requests to the TWDB for population, GPCDs, PC Savings and associated municipal water demand projections, as necessary, including justification and

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documentation supporting suggested changes with a focus on relevant changed conditions that have occurred since the development of the projections used in the 2022 State Water Plan.

7) Submit numerical requests for revisions of draft population, GPCDs, PC Savings and municipal water demand projections in an electronic tabular template provided by the TWDB along with required documentation and justification of requested revisions from the regional water planning group, based on, for example, requests received from local entities, in accordance with the contract guidance document *General Guidelines for Development of the 2026 Regional Water Plans.*
8) Communicate and/or meet with TWDB staff and/or local entities requesting revisions, as necessary.
9) Assist the TWDB, as necessary, in resolving final allocations of population and municipal water demands to water user groups to conform with any control totals defined by the TWDB, for example, by county and/or region.
10) Prepare population and municipal water demand projection summaries for water user groups using final, Board-adopted projections to be provided by the TWDB, as necessary. Any regional water planning group-created data tables must match the appropriate final data as reported by DB27.
11) Modify any associated population and municipal water demand projections for major water providers, as necessary based on final, Board-adopted water user group population and water demand projections.
12) Review the TWDB *Population and Water Demand* reports from DB27 and incorporate these planning database reports, unmodified, into any technical memorandum, initially prepared plan, and final regional water plan.
13) Update wholesale water provider contractual obligations to supply water to other entities and report this information along with projected demands including within DB27 and within any planning memorandums or reports, as appropriate.
14) Review aggregated water demand projections for major water providers provided by the TWDB. This will include retail demand data if the major water provider is a water user group, and contract demand data based on data entered by the regional water planning group, into DB27 if the major water provider is a wholesale water provider.
15) Summarize and present projected water demands for major water providers by category of use for each planning decade and incorporate this table into any technical memorandum, initially prepared plan, and final regional water plan.
16) Disseminate the chapter document and related information to regional water planning group members for review.
17) Modify the chapter document based on regional water planning group, public, and/or agency comments.
18) Submit the chapter document to the TWDB for review and approval; and
19) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

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

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

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

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

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

1) Receive and consider TWDB feedback on the implementation of the regional water planning group's legislative, administrative, and regulatory recommendations, as applicable to the TWDB, in the previous regional water plan.
2) Receive and consider recommendations from the Interregional Planning Council to the regional water planning groups.
3) Consider relevant plans referenced under 31 TAC §357.22 in developing this chapter.
4) Consider and discuss potential recommendations for designation of ecologically unique stream segments within the regional water planning area, based on the criteria in 31 TAC §358.2.
5) If applicable, prepare a recommendation package following the requirements in 31 TAC §357.43(b) recommending which stream segments in the region, if any, should be recommended for designation as ecologically unique stream segments. Evaluate and incorporate comments from the regional water planning group. Upon approval by the regional water planning group, submit the recommendation package to the Texas Parks and Wildlife Department for comments.
6) Include the recommendation package and Texas Parks and Wildlife Department's written evaluation on the unique stream segment(s) recommendation in the final adopted regional water plan. An updated Texas Parks and Wildlife Department evaluation must be included in each regional water plan, even for those stream segments that have been recommended in previous plans but not designated by the Legislature.
7) For each recommended or previously designated unique stream segment, include a quantitative analysis of the impact of the regional water plan on the stream segments based upon the assessment criteria in 31 TAC §357.43(b)(2).
8) Consider and discuss potential recommendations for designation of unique reservoir sites within the regional water planning area.
9) For each recommended unique reservoir site, include a description of the site, reasons for the unique designation, and expected beneficiaries of water supplies developed at a given site in accordance with 31 TAC §357.43(c).
10) Consider and discuss potential regional policy issues; identify recommendations for legislative, administrative, and regulatory rule changes; including recommendations to improve the state and regional planning process.
11) Disseminate the chapter document and related information to regional water planning group members for review.
12) Modify the chapter document based on regional water planning group, public, and or agency comments.
13) Submit the chapter document to the TWDB for review and approval; and

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14) Make all efforts required to obtain final approval of the regional water plan chapter by the TWDB.

Deliverables: A completed Chapter 8 presenting regional water planning group unique stream segment, unique reservoir site, legislative, administrative, and regulatory recommendations must be included in the Initially Prepared Plan and final 2026 Regional Water Plan.

Task 10 - Public Participation and Plan Adoption

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

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

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

A) Plan Development Activities

1) Organize, support, facilitate, and document all meetings/hearings associated with activities necessary and eligible to complete and submit a technical memorandum, initially prepared plan, and final regional water plan to the TWDB, including but not limited to: regular regional water planning group meetings, committee meetings, or subcommittee meetings; pre-planning meeting; meetings associated with revision of draft projections; public meeting for the consideration of the process for identifying potentially feasible water management strategies and the presentation of the analysis of infeasible water management strategies; consideration of a substitution of alternative water management strategies; public hearing on the initially prepared plan; adoption of the final regional water plan, and consideration of regional water plan amendments, alternative WMS substitutions, or Board-directed revisions.
2) Include a deliberate discussion on how the planning group will conduct interregional coordination and collaboration regarding water management strategies during both the preplanning meeting required under 31 TAC §357.12(a)(1) and meeting to consider the process for identifying potentially feasible water management strategies required under 31 TAC §357.12(b).
3) Collect and evaluate information, including any information gathering surveys from water suppliers or water user groups, (e.g., on existing infrastructure; existing water supplies; potentially feasible water management strategies) and/or maintenance of contact lists for regional planning information in the region.
4) Conduct intraregional and interregional coordination and communication, and or facilitation required within the regional water planning area and with other regional water planning groups to develop a regional water plan including with water suppliers or other

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relevant entities such as groundwater conservation districts, water user groups, and or wholesale water providers. This includes gathering and documenting information on potential interregional opportunities or issues.

5) Incorporate all required DB27 reports into the technical memorandum, initially prepared plan and final regional water plan. Note that all DB27 reports are required to be grouped together in one appendix to the regional water plan and that the regional water plan Executive Summary must reference the location of the DB27 reports.
6) Develop and include an Executive Summary in both the initially prepared plan and final regional water plan, not to exceed 30 pages.
7) Make modifications to the regional water plan documents based on regional water planning group, public, and/or agency comments.
8) Prepare a regional water plan chapter summarizing Task 10 activities including review by the RWPG and modification of document as necessary.
9) Prepare and transmit correspondence, for example, directly related to public comments on regional water plan documents.
10) Develop draft and final responses for regional water planning group approval to public questions or comments as well as approval of the final responses to comments on regional water plan documents.
11) Produce, distribute, and submit all draft and final regional water plan-related planning documents for the regional water planning group, public and agency review, including in hard-copy format when required.
12) Assemble, compile, and produce of the completed initially prepared plan and final regional water plan documents that meet all requirements of statute, 31 TAC Chapters 355, 357 and 358, regional water planning contract and associated contract guidance documents.
13) Submit the regional water plan documents in required formats to the TWDB for review and approval; and all effort required to obtain final approval of the regional water plan by the TWDB.

B) Technical Support and Administrative Activities

1) Support and accommodate periodic presentations by the TWDB for the purpose of orientation, training, and retraining as determined and provided by the TWDB during regular regional water planning group meetings.
2) Consider recommendations in the *Best Management Practices Guide(s) for Regional Water Planning Group Political Subdivisions*, as prepared and updated by the TWDB.
3) Attendance and participation of technical consultants in TWDB-provided DB27 trainings, including individualized trainings and review of technical and data-related contract guidance documents in the TWDB regional water planning contract.
4) Develop agendas, presentations, and handout materials for the public meetings and hearings to provide to regional water planning group members and the public.
5) Attendance and participation of technical consultants at regional water planning group, committee, subcommittee, and other meetings and hearings necessary for regional water plan development including preparation and follow-up activities.
6) Develop technical and other presentations and handout materials for regional water planning group meetings and hearings to provide technical and explanatory data to the regional water planning group and its subcommittees, including follow-up activities.
7) Perform administrative and technical support including coordination of and participation in RWPG activities, and documentation of any regional water planning group meetings, hearings, workshops, workgroups, subgroup and/or subcommittee activities.
8) Provide status reports to the TWDB for work performed under this Contract.

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9) Meet all public notice requirements in accordance with the Texas Open Meetings Act, statute, 31 TAC §357.21, and any other applicable public notice requirements.

C) Other Activities

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

Deliverables:

- A draft Chapter 10 summarizing public participation activities to date included in the Initially Prepared Plan.
- A completed Chapter 10 summarizing public participation activities and appendices with public and agency comments and regional water planning group responses to comments in the final 2026 regional water plan.
- A complete Initially Prepared Plan and final 2026 Regional Water Plan.

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Exhibit 2
Specific Clause Requirements

The Texas Water Development Board (TWDB) requires the following specific clauses to be included in any subcontract agreement:

A. **State Auditor Clause.** By executing this Contract, the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

B. **Financial Records Clause.** The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

C. **Ownership Clause.** The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

   The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

D. **No Debt Against the State Clause.** This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

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E. **Licenses, Permit and Insurance Clause.** For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.

   The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

F. **Compliance with Board Rules and State Law.** The SUB-CONTRACTOR (S) shall comply with BOARD rules and adhere to all requirements in state law pertaining to the procurement of professional services.

If you have any questions regarding these requirements, please send an email to contracts@twdb.texas.gov.

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Exhibit 3
Consultant Team Task and Expense Budgets

The ENGINEER will perform the tasks described in Exhibit 1 – Contract between the Texas Water Development Board and City of Nacogdoches utilizing its own resources and a team of subconsultants (CONSULTANT TEAM). The ENGINEER will execute subcontracts with each member (SUBCONSULTANT) on the CONSULTANT TEAM. The CLIENT assumes no legal obligations under ENGINEER's subcontracts with SUBCONSULTANTS. In addition to the ENGINEER, the CONSULTANT TEAM includes the following firms:

Freese and Nichols, Inc.
Advanced Groundwater Solutions, LLC

Following in Table 3.1 is a breakdown of the budget for this Project by Task. Table 3.2 is a breakdown of the budget by Expense Category. Table 3.3 provides the anticipated breakdown of the Task budget for the CONSULTANT TEAM. If the task breakdown between members of the CONSULTANT TEAM is changed, a revised Table C.3 will be provided to the CLIENT.

TASK BUDGET (Table 3.1)

TASK	DESCRIPTION	Total Amount
Task 1	Prepare Regional Description	$18,805.00
Task 2A	Non-Population Related Water Demand Projects	$32,928.00
Task 2B	Population and Population-Related Water Demand Projection	$53,316.00
Task 8	Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues	$11,097.00
Task 10	Public Participation and Plan Adoption	$103,668.00
	TOTAL ENGINEER BUDGET	**$219,814.00**

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EXPENSE BUDGET (Table 3.2)

CATEGORY	Total Amount
Salaries & Wages [1]	$36,461.14
Fringe [2]	$15,678.30
Travel [3]	$1,000.00
Other Expenses [4]	$2,000.00
Subcontract Services	$89,200.00
Overhead[5]	$49,951.76
Profit	$25,522.80
TOTAL STUDY COSTS [6]	**$219,814.00**

1. Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to this contract.

2. Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

3. Travel expenses are limited to the maimum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded. These expenses are defined as:

    a. eligible mileage expenses incurred to attend RWPG meetings that cannot be reimbursed by ay other entity, poitical subdivision, etc. as certified by consultant, and

    b. food, drink, lodging, or airfare of designated consultant travel to support participation in legislatively-required or Board-requested meetings, as specifically authorized by the RWPG and TWDB Executive Administrator.

4. Other Expenses eligible for reimbursement as described in 31 TAC Section 355.92(c) include the following administrative costs that may be billed under Task 10 associated with the RWPG's Political Subdivision if the RWPG or its chairperson certifies, during a public meeting, that the expenses are eligible for reimbursement and are correct and necessary:
    a. Direct costs, excluding personnel costs, for placing public notices for the legally required public meetings, maintaining a website, and of providing copies of information for the public and for members of the RWPG as needed for the efficient performance of planning work such as:
        1. expendable supplies consumed in direct support of the planning process;
        2. direct communication charges;
        3. limited direct costs/fees of maintaining RWPG website domain, website hosting, and/or website – not to exceed $250.00 per calendar year;
        4. direct non-labor costs of storing or posting of audio-visual files (e.g., meeting recordings) – this is not not limited by cap stated in item a.3 above;
        5. direct non-labor costs and fees associated with the initial development of a website – this is not limited by cap stated in item a.3 above, but must be reasonable by professional standards and not detract from plan development;
        6. reproduction of materials directly associated with notification or planning activities

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(currently 10¢ per copy or the actual non-labor direct costs as documented by the Contractor);

7. other direct costs of public meetings, all of which must be directly related to planning (e.g., newspaper and other public notice posting costs, and facility rentals); and,
8. direct postage (e.g., postage for mailed notification of funding applications or meetings).

5. Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:
    - Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
    - Indirect salary fringe benefits;
    - Accounting and legal services related to normal management and business operations;
    - Travel costs incurred in the normal course of overall administration of the business;
    - Equipment rental;
    - Depreciation of furniture, fixtures, equipment, and vehicles;
    - Dues, subscriptions, and fees associated with trade, business,
    - technical, and professional organizations;
    - Other insurance;
    - Rent and utilities; and,
    - Repairs and maintenance of furniture, fixtures, and equipment.
6. Ineligible Expenses include funding any of the activities specified in 31 TAC Section 355.92(a), as well as the following items as applicable:
    a. Compensation for the time or expenses of RWPGs members' service on or for the RWPG;
    b. Costs of administering the RWPGs, other than those eligible and authorized under Eligible Expenses;
    c. Costs for training;
    d. Costs of administering the regional water planning grant and associated contracts;
    e. Costs associated with development of an application for a regional water planning grant or reviewing materials developed due to this grant;
    f. Food, drink, or lodging (including tips and alcoholic beverages), unless eligible and authorized under item 3b above;
    g. Purchase, rental, or depreciation of equipment (e.g., computers, copiers, fax machines);
    h. General purchases of office supplies not documented as consumed directly for the planning process; and,
    i. Costs associated with social events or tours.

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CONSULTANT TEAM BUDGET BREAKOUT (Table 3.3)

Task	Description	PLU	FNI	AGS	Total Budget
Task 1	Prepare Regional Description	$13,205.00	$1,900.00	$3,700.00	$18,805.00
Task 2A	Non-Pupulation Related Water Demand Projects	$18,728.00	$11,300.00	$2,900.00	$32,928.00
Task 2B	Population and Population-Related Water Demand Projection	$28,116.00	$20,400.00	$4,800.00	$53,316.00
Task 8	Prepare Recommedations for Unique Streatm Segements, Unique Reservoir Sites, and Water Policies	$8,897.00	$1,100.00	$1,100.00	$11,097.00
Task 10	Public Participation and Plan Adoption	$61,668.00	$42,000.00	$0.00	$103,668.00
	TOTAL STUDY COSTS	**$130,614.00**	**$76,700.00**	**$12,500.00**	**$219,814.00**
		59%	35%	6%	

Consultants and Subconsultants

PLU Plummer Associates, Inc.
FNI Freese and Nichols, Inc.
AGS Advanced Groundwater Solutions, LLC

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Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Mario Canizares
City of Nacogdoches
P.O. Box 635030
Nacogdoches, Texas 75963-5030

RE: TWDB Contract No. 2148302561
Subcontract between City of Nacogdoches and Plummer Associates, Inc.

Dear Mr. Canizares:

The Texas Water Development Board (TWDB) has received the above-referenced Subcontract. The referenced document has been reviewed and found to be consistent with the scope of work and budget in Contract No. 2148302561. The subcontract is, therefore, acceptable to TWDB.

If you have questions or need any further information, please feel free to contact Lann Bookout at (512) 936-9439 or Lann.Bookout@twdb.texas.gov.

Sincerely,

Jessica Peña
Deputy Executive Administrator
Water Science & Conservation

Date: 11/9/2021

C w/o enc: Lann Bookout, Regional Water Planning

Our Mission

Leading the state's efforts in ensuring a secure water future for Texas and its citizens

Board Members

Brooke T. Paup, Chairwoman | Kathleen Jackson, Board Member

Jeff Walker, Executive Administrator

SUBCONTRACT APPROVAL

CONTRACT # 2148302561	CONTRACTOR: City of Nacogdoches	SUB: Plummer Associates, Inc.	DATE / INITIAL

Is this a **Regional Water Planning or Regional Flood Planning** subcontract?	☑ Yes (needs Certification of Procurement) ☐ No	LM 10/27/2021 (COP not required)
Procurement & Contract Services Lauren Grooms-Meyers Contract Specialist Lauren Grooms-Meyers Checklist complete.	☑ Initial request received: 10/24/2021 ☑ Update Worklog ☑ Use Subcontract Approval Checklist to validate Subcontract Agt ☑ Accepted – Acceptance letter processed ☐ Rejected – Rejection letter processed ☐ Is the subcontractor a HUB? ☐ Yes; If yes, HUB Category: _____ ☐ No	LM 10/27/2021
☑ Cameron Turner ☐ Jenny Kim	☑ PCS Manager or Director reviews and approves	ct 10/28/21
Contract Manager / SME Lann Bookout	☑ CM / SME Reviews and approves ☑ CM / SME provides Names / Emails needed for DocuSign Contractor Signatory: N/A CC copies to: Mario Canizares/canizaresm@nactx.us corleys@nactx.us; dmay@plummer.com	lb 10/28/21
Sarah Backhouse	Manager or Team Lead reviews and approves	SB 10/28/21 with edit
☐ Larry French ☐ Carla Guthrie ☐ ☑ Temple McKinnon ☐ Saul Nuccitelli ☐ Reem Zoun	Director reviews & approves	SB for TM 10/28/21
Kaye Schultz ☑	Contract Attorney reviews and approves	KS 10/28/2021

DOCUSIGN – CONTRACT ADMINISTRATION ONLY

☐ Edna Jackson ☐ John T. Dupnik, P.G. ☐ Richard Wade ☑ Jessica Pena ☐ Rebecca Trevino	Deputy Executive Administrator reviews, approves and signs transmittal letter via DocuSign 11/9/2021	
Additional DocuSign Recipients	☐ Contract Manager, Payment Group, Contractor	
Procurement & Contract Services Lauren Grooms-Meyers	☑ Scan/Add to CAS ☑ Enter Budget in CAS ☑ Update WorkLog 11/9/2021	

☐ **PAYMENT PENDING APPROVAL**
☐ **BUDGET SPREADSHEET ATTACHED**

Lauren Grooms-Meyers

Checklist complete.

Revised 05/04/2021

SUBCONTRACT APPROVAL CHECKLIST

CONTRACT # 2148302561

Contractor City of Nacogdoches

Contractor Amount $ 228,814.00

Subcontractor Plummer Associates, Inc.

Subcontractor Amount $ 219,814.00

Sub-Subcontractor _____

Sub-Subcontractor Amount $ _____

√	LOCATION WITHIN SUBCONTRACT	ITEM
✔	P.1	**CONTRACT DATES** (corresponds with the dates of the Prime Agreement)
✔	P2	**SUBCONTRACT AMOUNT** (must not exceed the amount listed in the subcontract category of the Prime Agt)
✔	P.3	**TERMS OF REIMBURSEMENT** (a. no lump sum payments; b. the TWDB does not reimbursement "handling costs" (mark-ups) on any expenses; and c. all travel is reimbursed at the current rate for state employees which can be found at: https://comptroller.texas.gov/purchasing/programs/travel-management/rental/vendor-comparison.php
✔	P1	**SCOPE OF WORK** (appears to be consistent with the scope of the Prime Agt)
✔	P.22	**TASK BUDGET** (consistent with TWDB Contract)
✔	P. 23	**EXPENSE BUDGET** (approvable without but must be received prior to first reimbursement)
✔	P.6	**SUBCONTRACT IS SIGNED** (approvable without but must be received prior to first reimbursement)
✔	P.20	**STATE AUDITOR CLAUSE -** By executing this Contract, the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.
✔	P.20	**FINANCIAL RECORDS -** The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.
✔	P.20	**OWNERSHIP -** The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material

		provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials. The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.
✔	P.20	**NO DEBT AGAINST THE STATE -** This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
✔	P.21	**LICENSES, PERMIT, AND INSURANCE -** For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT. The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.
✔	**REGIONAL WATER OR FLOOD PLANNING CONTRACT ONLY**	
	N/A	**CERTIFICATE OF PROCUREMENT**
		OWNERSHIP - "It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this contract and developed by the (Name of SUBCONTRACTOR) pursuant to this contract shall become the joint property of the REGIONAL WATER PLANNING GROUP, (Name of SUBCONTRACTOR), (Name of SUB-SUBCONTRACTOR), and the Texas Water Development Board. These materials shall not be copyrighted or patented by the (Name of SUBCONTRACTOR). (Name of SUBCONTRACTOR) agrees that neither the Regional Water Planning Group nor the Texas Water Development Board are parties to this contract and agrees that that these entities have no liability under the terms of this contract. The Texas Water Development Board is solely a third-party beneficiary under this contract."
		COMPLIANCE WITH TWDB RULES AND STATE LAW - The SUB-CONTRACTOR (S) shall comply with TWDB rules and adhere to all requirements in state law pertaining to the procurement of professional services.

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TEXAS WATER DEVELOPMENT BOARD

CONTRACT INITIATION FORM

TWDB Contact Information	
Contract Manager	Lann Bookout
Office/Division/Section	OoP/WSP/RWP
Phone Number	512-936-9439

Contract Information and Funds Expiration			
Contract No.	**2148302561**	Grant	Yes
Payable	**X**	Receivable	

Contract Dates		
Board Approval Date (N/A if no date)	Start Date	Expiration Date
07/07/22	**02/01/21**	**08/31/26**
Most Recent Amendment Execution Date: NA	**Original Contract Expiration Date:**	8/31/2026

Contractor Information	
Proposal Number	00005265
Vendor ID # (aka: Tax Payer ID#)	17560006219
Vendor Name	City of Nacogdoches
Street Address	P.O. Box 635030
City, State, Zip	Nacogdoches, Texas 75963-5030
Telephone Number	936-559-2501
Vendor Contract Mgr/Email Address	Mario Canizares/canizaresm@nactx.us
Signer of Contract/Email Address	Mario Canizares/canizaresm@nactx.us

Anticipated Budget		
Contractor Share of Costs	$	-
TWDB Share of Costs	$	635,770.00
Receivable Share of Costs	$	-
Total Contract Costs	$	635,770.00

Procurement & Contract Services

Vendor Checks

Please Initial each Item		
MA	USAS (PYADDR/PYHOLD)	
MA	Franchise Tax Search	
MA	SAM Check	Expiration Date:
MA	Debarred Vendor List	
MA	Boycott Israel	
MA	Ties to Sudan/Iran/Foreign Terrorist Organizations/Designated Foreign Terrorist Org	
	W-9 Received (new contractor only-if applicable)	

Requested Action		
		New Contract
	X	Amendment
	1	Amendment No. (if applicable)

Payable/Receivable Contract Relationship

Payable or Receivable TWDB Contract Number(s) that this Contract is related to:	

External Contract No.	
CFDA No.	

List of Counties for Study Area (Enter names, statewide, or non specific). If statewide, community count = 254

ANDERSON, ANGELINA, CHEROKEE, HENDERSON (PARTIAL), HARDIN, HOUSTON, JASPER, JEFFERSON, NACOGDOCHES, NEWTON, ORANGE, PANOLA, POLK (PARTIAL), RUSK, SABINE, SAN AUGUSTINE, SHELBY, SMITH (PARTIAL), TRINITY (PARTIAL), TYLER

Retainage for Contract

Retainage %	5%
Special Instructions	Retainage held until submittal of the final regional water plan.

Detailed Description of Contract

Development of the 2026 Regional Water Plan - Region I

Detailed Description of Amendment

Adds total project cost, increases committed funds, and amends task and expense budget, scope of work, and Exhibits C and D

Best Value Standard - Procurement Method (X method used)

Method	X	Announcement/Publication
RFQ/RFP/RFA/RFO	X	580-21-RFA-0013
Interagency/Local		
Purchase		
Receivable Grant		

PCC CODE - For Finance Review

If no PCC Code, DocType will be 9 and a legal cite is required.

Legal Cite:

BUDGET USE ONLY

TWDB SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	AY 2021	AY 2022	AY 2023	Total	Funds Expire
4830	7613	05	G710	21430	E02011	$ 228,814.00	$ 203,478.00		$ 432,292.00	n/a
4830	7613	05	N910	21430	E02011	$ -	$ -	$ 203,478.00	$ 203,478.00	n/a
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
					TWDB Subtotal	$ 228,814.00	$ 203,478.00	$ 203,478.00	$ 635,770.00	

RECEIVABLE SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	AY 2021	AY 2022	AY 2023	Total	Funds Expire
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
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						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
					Receivable Subtotal	$ -	$ -	$ -	$ -	
					Contractor Subtotal	$ -	$ -	$ -	$ -	
					Contract Total	**$ 228,814.00**	**$ 203,478.00**	**$ 203,478.00**	**$ 635,770.00**	

APPROVAL SIGNATURES and CONFIRMATION OF COMPLIANCE WITH AGENCY POLICY & THE STATE OF TEXAS CONTRACT MANAGEMENT GUIDE

By signing this form, you are certifying that this contract packet and its contents meet with your approval

Contract Approval	Printed Name		Signature	Date
Procurement & Contract Services	Cameron Turner			10/11/2022
Budget Director [and Budget Officer]	Loren Sammon	EM	Loren Sammon EM	10/13/2022
Contract Manager	Lann Bookout		Lann Bookout	10/13/2022
Program Manager	Sarah Lee		Sarah Lee	10/14/2022
Division Director	Temple McKinnon		Sarah Lee	10/14/2022
Legal Counsel	Kaye Schultz		Kaye Schultz	10/13/2022
Accounting/Finance	Letty Molina	EE	Letty Molina EE	10/13/2022
Deputy Executive Administrator	Matt Nelson		Matt Nelson	10/14/2022
Executive Administrator [or Designee]	Jeff Walker	AL	Amanda Lavin AL	10/28/2022

Revised 4/27/21

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TWDB Contract No. 2148302561

STATE OF TEXAS

TRAVIS COUNTY

TEXAS WATER DEVELOPMENT BOARD (TWDB)

and

CITY OF NACOGDOCHES

AMENDMENT NO. 1

This Contract, executed on July 12, 2021, is hereby amended as follows:

1. SECTION I, ARTICLE I, Paragraph C, COMMITTED FUNDS, is increased by $406,956.00, bringing the total COMMITTED FUNDS amount to $635,770.00.

2. SECTION I, ARTICLE I, Paragraph U is replaced with the following:

   U. TOTAL PROJECT COST – Not to exceed $1,119,131.00 or 100 percent of the necessary and direct planning costs for the development of the REGIONAL WATER PLAN, whichever is less.

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

   A. TWDB will not be liable for any expenses incurred in excess of COMMITTED FUNDS.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR must submit:

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

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

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Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference, which can be found at: https://www.w3.org/WAI/WCAG21/quickref/), the electronic copy of the REGIONAL WATER PLAN must comply with the requirements and standards specified in statute.

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

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

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

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

10. SECTION II, ARTICLE XI, Item 3, Paragraph Q is added as follows:

    Q. CONTRACTOR certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). CONTRACTOR also agrees that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 363.003.

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

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

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

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

All other terms and conditions of TWDB Contract No. 2148302561 remain the same in full force.

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

TEXAS WATER DEVELOPMENT BOARD

By: Amanda Lavin
Jeff Walker
Executive Administrator

Date: 10/28/2022

CITY OF NACOGDOCHES

By: Mario Canizares
Mario Canizares
City Manager

Date: 10/28/2022

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Exhibit A

First Amended Scope of Work

2026 Regional Water Plans

August 2022

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

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Task 1- Planning Area Description

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

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

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

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

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

Task 2A - Non-Municipal Water Demand Projections

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

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

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

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

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

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

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

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

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

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

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

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

Task 2B - Population and Municipal Water Demand Projections

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

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

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

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RWPGs will then review the draft municipal WUG list and historical population and water use and provide input to the TWDB or request specific changes to the WUG list including water systems included in collective reporting unit list and changes/corrections to historical population, water use estimates, or GPCDs.
Once the municipal WUG list is finalized TWDB staff will develop draft population and associated municipal water demand projections for 2030-2080 for all municipal WUGs using data based on the 2020 decennial Census, updated county-level population projections from the Texas Demographic Center, and historical population and water use estimates and growth.

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

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

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

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

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

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

Task 3 - Water Supply Analysis

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

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

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

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

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

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

[2] Reservoir systems must be approved by TWDB and identified as such in DB27.
[3] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/.

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

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

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

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

[4] Related to 84(R) SB 1101 requirements. As of June 2022 these requirements only apply to the North East Texas (Region D) RWPG, as it is the only region currently in the state with no GCDs in its RWPA.
[5] 31 TAC §357.32(d)(2).
[6] https://www.twdb.texas.gov/groundwater/index.asp
[7] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/

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

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

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

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

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

D. Additional Task 3 Requirements:

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

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

[8] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/

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Task 4A - Water Needs Analysis

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

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

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

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

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

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

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

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

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

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

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

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

Task 4C – Technical Memorandum

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

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

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

[9] Per Senate Bill 1511 85th Texas Legislature.

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

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

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

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

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

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

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

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

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

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

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

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

1. Perform technical evaluations of all potentially feasible WMSs including previously identified or recommended WMSs and newly identified WMSs, including drought management and conservation WMSs; WMS and WMSP documentation must include a strategy description, discussion of associated facilities, project map, and technical evaluation addressing all considerations and factors required under 31 TAC §357.34(e)-(i) and §357.35. If an identified potentially feasible WMS is, at any point, determined to be not potentially feasible by the planning group and therefore not evaluated, the plan must provide documentation of why the WMS was not evaluated.
2. Include documentation of the RWPG's process for selecting recommended WMSs and associated WMSPs including development of WMS evaluations matrices and other tools required to assist the RWPG in comparing and selecting recommended WMSs and WMSPs. Include this documentation in the IPP and final RWP.
3. Consider water conservation plans and drought contingency plans from each WUG, as necessary, to inform WMS evaluations and recommendations.
4. Ensure necessary communication, coordination, and facilitation occurs within the RWPA and with other RWPGs to develop recommendations.
5. Update descriptions and associated technical analyses and documentation of any WMSs and WMSPs that are carried forward from the previous RWP to address:
    a. Changed conditions or project configuration.
    b. Changes to sponsor of WMS and WMSP(s).
    c. Updated costs (based on use of required costing tool[10]).
    d. Other changes that must be addressed to meet requirements of 31 TAC §357.34 and §357.35.
6. Assign all recommended WMS water supplies to meet projected needs of specific WUGs.
7. Document the evaluation and selection of all recommended WMS and WMSPs, including an explanation for why certain types of strategies (e.g., aquifer storage and recovery, seawater desalination, brackish groundwater desalination) may not have been recommended.
8. Determine whether the region has 'significant' identified water needs and if so, assess the potential for aquifer storage and recovery to meet those needs. The plan must include at a minimum, the methodology used by the planning group to determine what volume constitutes a 'significant' water need in their region.
9. Provide documentation of the implementation status, in a separate chapter subsection and in table format, of the status of certain recommended WMSs. *First Amended General Guidelines for Development of the 2026 Regional Water Plans Section 2.5.2.7* outlines the

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

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required WMS types[11] that implementation status must be provided for and outlines the required minimum table contents depicting key milestones.

10. Coordinate with sponsoring WUGs, WWPs, and/or other resource agencies regarding any changed conditions in terms of projected needs, strategy modifications, planned facilities, market costs of water supply, endangered or threatened species, etc.
11. If TWC §11.085 applies to the proposed inter-basin transfer (IBT), determine the "highest practicable level" of water conservation and efficiency achievable (as existing conservation or proposed within a WMS) for each WUG or WWP WUG customer recommended to rely on a WMS involving the IBT. Recommended conservation WMSs associated with this analysis shall be presented by WUG.
12. Present the water supply plans in the RWP for each WUG and WWP relying on the recommended WMSs and WMSPs.
13. Consider alternative WMSs and WMSPs for inclusion in the plan. Alternative water management strategies must be fully evaluated in accordance with 31 TAC §357.34(e)-(i). Technical evaluations of alternative WMSs must be included in the plans and the data associated with alternative WMS must be entered into DB27.
14. Review the TWDB reports (report numbers 10-19) from DB27 and incorporate these agency planning database reports (including as populated final RWP must incorporate these standard TWDB DB27 reports, in the IPP and final RWP, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
15. Submit data through DB27 to include the following work:
    a. Review of the data.
    b. Confirm that data is accurate.
16. Disseminate the chapter document and related information to RWPG members for review.
17. Modify the chapter document based on RWPG, public, and/or agency comments.
18. Submit the chapter document to the TWDB for review and approval.
19. Make all efforts required to obtain final approval of the RWP chapter and associated DB27data by the TWDB.
20. *[REGION-SPECIFIC SCOPE OF WORK TO BE APPROVED AT FUTURE DATE BY TWDB EXECUTIVE ADMINISTRATOR PRIOR TO NOTICE-TO-PROCEED]*

Scope of Work to be amended based on specific Task 5B scope of work to be developed and negotiated with TWDB. Work under Task 5B to be performed only after approval and incorporation of Task 5B scope of work amendment and written notice-to-proceed.
NOTE: Work effort associated with preparing and submitting a proposed Task 5B scope of work for the purpose of obtaining a written 'notice-to-proceed' from TWDB is not included in Task 5B and may <u>not</u> be reimbursed under the Contract.

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

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

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Task 5C – Conservation Recommendations

The objective of this task is to prepare a separate subchapter[12] of Chapter 5 that consolidates conservation-related recommendations, provides the region's GPCD goals, and provides model water conservation plans to be included in the 2026 RWP .

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

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

Work shall include but not be limited to the following:

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

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

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

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

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

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

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

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

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

Task 7 – Drought Response Information, Activities, and Recommendations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 10 - Public Participation and Plan Adoption

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

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

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

A. Plan Development Activities

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

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

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

B. Technical Support and Administrative Activities

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

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

C. Other Activities

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

Deliverables:

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

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Exhibit B
First Amended Task and Expense Budgets

TASK BUDGET

CAS Item No.	SOW Task No.	Task Description	ORIGINAL BUDGET	REVISED BUDGET	AMOUNT CHANGED
1	1	Planning Area Description	$18,805.00	$18,805.00	$0.00
2	2A	Non-Municipal Water Demand Projections	$32,928.00	$32,928.00	$0.00
3	2B	Population and Municipal Water Demand Projections	$53,316.00	$53,316.00	$0.00
4	8	Recommendations Regarding Unique Stream Segments and/or Reservoir Sites and Legislative & Regional Policy Issues	$11,097.00	$11,097.00	$0.00
5	10	Public Participation and Plan Adoption	$112,668.00	$254,062.00	$141,394.00
6	3	Water Supply Analysis	$0.00	$130,118.00	$130,118.00
7	4A	Water Needs Analysis	$0.00	$21,201.00	$21,201.00
8	4B	Identification of Infeasible Water Management Strategies in the previously adopted 2021 Regional Water Plan	$0.00	$23,863.00	$23,863.00
9	4C	Technical Memorandum	$0.00	$32,759.00	$32,759.00
10	5A	Identification of Potentially Feasible Water Management Strategies and Projects	$0.00	$14,924.00	$14,924.00
11	5B	Evaluation and Recommendation of Water Management Strategies and Projects	$0.00	$378,351.00	$378,351.00
12	5C	Conservation Recommendations	$0.00	$25,534.00	$25,534.00
13	6	Impacts of the Regional Water Plan and Consistency with Protection of Resources	$0.00	$34,445.00	$34,445.00
14	7	Drought Response Information, Activities, and Recommendations	$0.00	$75,386.00	$75,386.00
15	9	Implementation and Comparison to the Previous Regional Water Plan	$0.00	$12,342.00	$12,342.00
		Total	**$228,814.00**	**$1,119,131.00**	**$890,317.00**

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CONTRACTOR EXPENSE BUDGET

EXPENSE BUDGET CATEGORY	ORIGINAL BUDGET	REVISED BUDGET	AMOUNT CHANGED
Contractor (Political Subdivision) Other Expenses [1]	$5,000.00	$5,000.00	$0.00
Contractor (Political Subdivision) Salaries and Wages[2]	***category did not previously exist***	$0.00	$0.00
Subcontract Services	$219,814.00	$1,110,131.00	$890,317.00
Voting Planning Member Travel [3]	$4,000.00	$4,000.00	$0.00
Contractor (Political Subdivision) Travel [4]	$0.00	$0.00	$0.00
Total Project Cost	**$228,814.00**	**$1,119,131.00**	**$890,317.00**

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

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

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

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

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

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

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

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

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

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

Requisition

Requisition Details

Requisition Details

Requisition Summary

Business Unit	58000	Requisition Name	2148302561 RWP Amd 1 Rgn I
Date	09/20/2022	Requisition ID	0000000187
Request State	Approved	Total Amount	406,956.00 USD
Requested For	00010094077	Pre-Encumbrance Balance	406956.00 USD

Header Comments

Comment 1: Attach CIF, Board item contract amendment

Expand lines to review shipping and accounting details

Requisition Lines

Line	Item Description	Source Status	Amount Only	Quantity		Price	Status	Total
1	Regional Water Planning Cont...	Available	Yes	1	EACH	406956.00 USD	Approved	406,956.00

Shipping Line 1

Ship To SFAHQ
1700 Congress Avenue
6th Floor - TWDB
Austin, TX 78701

Attention To Sarah Lee

Due Date 09/30/2022

Quantity 1

Price 406,956.00

Price Adjustment

Accounting Lines

Distribute By Amt

Liquidate By Amt

Accounting Lines

1-2 of 2

Details | More Details | More Details 2 | Asset Information | Budget Information

Dist #	Status	Location	Quantity	Merchandise Amt	Percent	GL Unit	Entry Event	Account
1	Open	SFAHQ	0.5	203,478.00	50.0000	58000		7613

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Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

Please initial and date to confirm your review/approval of the Contract Amendment documents.

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

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4. Riverbend Water/ 2148302556	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302556_RiverbendWater_RON_ELLIS	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	RE 9/2/22	SL 9/6/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
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8. San Jacinto River Auth/ 2148302560	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302560_SanJacintoRiverAuth_LANN_BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
9. Nacogdoches River Auth/ 2148302561	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302561_Nacogdoches_LANN_BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign LM 10/13/2022	DocuSign MN 10/14/2022	DocuSign 10/28/2022	DocuSign 10/28/2022

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10. Upper Guadalupe River Auth/ 2148302562	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302562_UpperGuadalupe_RON_ELLIS	RT 9/12/2022	ct 9/22/22	KS 9/15/2022	RE 9/2/22	SL 9/6/22	TMc 9/7/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
11. LCRA/ 2148302563	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302563_LCRA_LAN_BOOKOUT	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	LB 9/2/22	SL 9/2/22	TMc 9/2/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign
12. San Antonio River Auth/ 2148302564	S:\Shared\90Temp\Contracts\PENDING RT\RWP BATCH AMD\RWP Contract Amendment Packets\2148302564_SanAntonioRiverAuth_ELIZABETH_MCCOY	RT 9/12/2022	ct 9/22/22	KS 9/14/2022	EM 8/31/22	SL 9/1/22	TMc 9/1/22	LS 9/28/22	EE 9/29/22	DocuSign	DocuSign	DocuSign	DocuSign

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

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Regional Water Planning Contract Amendments – TWDB INTERNAL PRE-DOCUSIGN APPROVALS

Please initial and date to confirm your review/approval of the Contract Amendment documents.

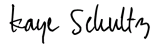
EEcJTMKSContractor Name/Contract #	Shared Drive Link to Access Documents	PCS Contract Specialist (Rishi Teli)	PCS Director (Cameron Turner)	Legal (Kaye Schultz)	Contract Manager	Program Manager (Sarah Lee)	Program Director (Temple McKinnon)	Budget Analyst/Director (Erin Moczygemba & Loren Sammon)	Financial Operations AP/AR (Eldrisha Eubanks)	Financial Operations Director (Letty Molina)	Exec. Matt Nelson	Amanda Lavin, Assistant Executive Administrator	Jeff Walker, Executive Administrator
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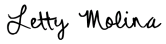
Certificate Of Completion

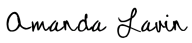
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Source Envelope:
Document Pages: 39
Signatures: 11
Envelope Originator:
Certificate Pages: 7
Initials: 7
Rishi Teli
AutoNav: Enabled
Rishi.Teli@twdb.texas.gov
EnvelopeId Stamping: Enabled
IP Address: 104.54.214.84
Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original
10/6/2022 3:42:28 PM
Holder: Rishi Teli
Rishi.Teli@twdb.texas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Texas Water Development Board
Location: DocuSign

Signer Events	Signature	Timestamp
Cameron Turner cameron.turner@twdb.texas.gov Contract Administration Manager TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 208.87.239.180	Sent: 10/6/2022 4:00:31 PM Viewed: 10/11/2022 8:05:26 AM Signed: 10/11/2022 8:05:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Eldrisha Eubanks eldrisha.eubanks@twdb.texas.gov TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/11/2022 8:06:03 AM Viewed: 10/11/2022 8:08:24 AM Signed: 10/13/2022 7:35:35 AM
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Erin Moczygemba Erin.Moczygemba@twdb.texas.gov Budget Analyst Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 70.40.30.101	Sent: 10/11/2022 8:06:04 AM Viewed: 10/11/2022 8:31:05 AM Signed: 10/11/2022 8:31:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kaye Schultz kaye.schultz@twdb.texas.gov Attorney TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 7:35:39 AM Viewed: 10/13/2022 11:33:50 AM Signed: 10/13/2022 11:34:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Lann Bookout Lann.Bookout@twdb.texas.gov Texas Water Development Board Texas Water Development Board Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 7:35:39 AM Viewed: 10/13/2022 11:13:33 AM Signed: 10/13/2022 11:14:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Letty Molina letty.molina@twdb.texas.gov Finance Manager TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.78.195.241 Signed using mobile	Sent: 10/13/2022 11:34:33 AM Viewed: 10/13/2022 8:19:41 PM Signed: 10/13/2022 8:20:57 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Loren Sammon loren.sammon@twdb.texas.gov Budget Analyst Texas Water Development Board Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 11:34:34 AM Viewed: 10/13/2022 11:35:36 AM Signed: 10/13/2022 11:35:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sarah Lee Sarah.Backhouse@twdb.texas.gov Texas Water Development Board Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/13/2022 8:21:02 PM Viewed: 10/14/2022 8:59:28 AM Signed: 10/14/2022 9:00:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sarah Lee Sarah.Lee@twdb.texas.gov Delegate Of: Temple McKinnon Temple.McKinnon@twdb.texas.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/14/2022 9:00:29 AM Viewed: 10/14/2022 9:00:52 AM Signed: 10/14/2022 9:00:59 AM
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Matt Nelson Matt.Nelson@twdb.texas.gov Security Level: Email, Account Authentication (None)	Matt Nelson Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/14/2022 9:01:03 AM Viewed: 10/14/2022 9:57:35 AM Signed: 10/14/2022 9:57:46 AM
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Mario Canizares canizaresm@nactx.us Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 139.180.41.190	Sent: 10/14/2022 9:57:51 AM Viewed: 10/17/2022 10:04:25 AM Signed: 10/28/2022 9:19:34 AM
Electronic Record and Signature Disclosure: Accepted: 7/12/2021 4:53:55 PM ID: ec7e1a69-f2e7-4203-a265-42ba9d0cb421		
Amanda Lavin amanda.lavin@twdb.texas.gov Assistant Executive Administrator TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/28/2022 9:19:40 AM Viewed: 10/28/2022 9:33:00 AM Signed: 10/28/2022 9:33:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amanda Lavin amanda.lavin@twdb.texas.gov Assistant Executive Administrator TWDB Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 208.87.239.180	Sent: 10/28/2022 2:34:35 PM Viewed: 10/28/2022 2:49:40 PM Signed: 10/28/2022 2:49:54 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jeff Walker jeff.walker@twdb.texas.gov Executive Administrator TWDB Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2022 2:34:38 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lann Bookout Lann.Bookout@twdb.texas.gov Texas Water Development Board Texas Water Development Board Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2022 2:50:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Rishi Teli rishi.teli@twdb.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2022 2:50:00 PM
TWDB Contracts contracts@twdb.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2022 2:50:00 PM
Mario Canizares canizaresm@nactx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/12/2021 4:53:55 PM ID: ec7e1a69-f2e7-4203-a265-42ba9d0cb421	COPIED	Sent: 10/28/2022 2:50:05 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2022 4:00:31 PM
Certified Delivered	Security Checked	10/28/2022 2:49:40 PM
Signing Complete	Security Checked	10/28/2022 2:49:54 PM
Completed	Security Checked	10/28/2022 2:50:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: darrell.tompkins@twdb.texas.gov

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Texas Water Development Board as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Texas Water Development Board during the course of your relationship with Texas Water Development Board.

1600-004-01

February 14, 2023

Ms. Cheryl Bartlett
City of Nacogdoches
PO Box 635030
Nacogdoches, TX 75963-5030

Re: Professional Services Agreement – Amendment No. 1
East Texas Regional Water Planning Area (Region I)
6th Cycle of Regional Water Planning

Dear Ms. Bartlett:

Plummer Associates, Inc., (Plummer) is pleased to provide this amendment to the Professional Services Agreement (Agreement) between the City of Nacogdoches (City) and Plummer, dated October 20, 2021. The Agreement covered initial planning services for the East Texas Regional Water Planning Area (Region I). This amendment provides for the following:

- Scope modifications identified in Amendment No. 1 between the Texas Water Development Board (TWDB) and the City of Nacogdoches dated October 28, 2022.
- Commitment of funds from Amendment No. 1 to the Consulting Team for completion of the Region I 2026 Plan.

The current contract amount with Plummer from the original Agreement is $219,814.00 allocated to the Consultant Team. Amendment No.1 provides an additional $406,956.00 of funds to the Consultant Team bringing the total committed funds to $626,770.00. Future amendments of the Agreement between the City and Plummer, as appropriate, will be determined at a later date to allocate the remaining uncommitted funds from the TWDB. The following table summarizes the contract amounts related to the original Agreement and amendments:

Contract Identification	TWDB Contract Value[1]	Distribution of Funding		
		City of Nacogdoches (Committed)	Consulting Team[2] (Committed)	Uncommitted Funding
Original Contract	$228,814.00	$9,000.00	$219,814.00	$0.00
Amendment No. 1	$890,317.00	$0.00	$406,956.00	$483,361.00
Total Contract Value	$1,119,131.00	$9,000.00	$626,770.00	NA

Notes:
[1]TWDB Contract Value refers to the Total Project Cost included in the contracts between the Texas Water Development Board (TWDB) and the City of Nacogdoches.

Enclosed are the following documents relating to Amendment No. 1 that break out the individual task and expense costs amended:

- **Amended Exhibit 1: Scope of Work** titled *Exhibit A, First Amended Scope of Work, 2026 Regional Water Plans, August 2022* (Replaces previous, Exhibit 1)
- **Amended Exhibit 3: Consultant Team Task and Expense Budgets** (Supplements Agreement Exhibit 3)

All other contract provisions and exhibits contained in the Agreement remain in effect for Amendment No. 1.

We look forward to continuing our work with you and the East Texas Regional Water Planning Group on the 2026 Regional Water Plan for Region I.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.
TBPE Firm Registration No. F-13

Mary Portillo

Mary Portillo, P.E.
Principal

cc: Ellen McDonald
Cynthia Syvarth

Enclosures (2)

SIGNED: CITY OF NACOGDOCHES, TEXAS

_____
Signed

_____
Title

_____
Date

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Exhibit A

First Amended Scope of Work

2026 Regional Water Plans

August 2022

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

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Task 1- Planning Area Description

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

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

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

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

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

Task 2A - Non-Municipal Water Demand Projections

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

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

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

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

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

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

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

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

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

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

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

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

Task 2B - Population and Municipal Water Demand Projections

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

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

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

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RWPGs will then review the draft municipal WUG list and historical population and water use and provide input to the TWDB or request specific changes to the WUG list including water systems included in collective reporting unit list and changes/corrections to historical population, water use estimates, or GPCDs.
Once the municipal WUG list is finalized TWDB staff will develop draft population and associated municipal water demand projections for 2030-2080 for all municipal WUGs using data based on the 2020 decennial Census, updated county-level population projections from the Texas Demographic Center, and historical population and water use estimates and growth.

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

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

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

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

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

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

Task 3 - Water Supply Analysis

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

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

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

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

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

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

[2] Reservoir systems must be approved by TWDB and identified as such in DB27.
[3] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/.

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

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

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

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

[4] Related to 84(R) SB 1101 requirements. As of June 2022 these requirements only apply to the North East Texas (Region D) RWPG, as it is the only region currently in the state with no GCDs in its RWPA.
[5] 31 TAC §357.32(d)(2).
[6] https://www.twdb.texas.gov/groundwater/index.asp
[7] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/

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

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

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

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

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

D. Additional Task 3 Requirements:

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

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

[8] Available from TCEQ at http://dww2.tceq.texas.gov/DWW/

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Task 4A - Water Needs Analysis

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

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

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

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

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

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

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

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

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

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

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

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

Task 4C – Technical Memorandum

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

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

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

[9] Per Senate Bill 1511 85th Texas Legislature.

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

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

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

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

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

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

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

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

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

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

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

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

1. Perform technical evaluations of all potentially feasible WMSs including previously identified or recommended WMSs and newly identified WMSs, including drought management and conservation WMSs; WMS and WMSP documentation must include a strategy description, discussion of associated facilities, project map, and technical evaluation addressing all considerations and factors required under 31 TAC §357.34(e)-(i) and §357.35. If an identified potentially feasible WMS is, at any point, determined to be not potentially feasible by the planning group and therefore not evaluated, the plan must provide documentation of why the WMS was not evaluated.
2. Include documentation of the RWPG's process for selecting recommended WMSs and associated WMSPs including development of WMS evaluations matrices and other tools required to assist the RWPG in comparing and selecting recommended WMSs and WMSPs. Include this documentation in the IPP and final RWP.
3. Consider water conservation plans and drought contingency plans from each WUG, as necessary, to inform WMS evaluations and recommendations.
4. Ensure necessary communication, coordination, and facilitation occurs within the RWPA and with other RWPGs to develop recommendations.
5. Update descriptions and associated technical analyses and documentation of any WMSs and WMSPs that are carried forward from the previous RWP to address:
    a. Changed conditions or project configuration.
    b. Changes to sponsor of WMS and WMSP(s).
    c. Updated costs (based on use of required costing tool[10]).
    d. Other changes that must be addressed to meet requirements of 31 TAC §357.34 and §357.35.
6. Assign all recommended WMS water supplies to meet projected needs of specific WUGs.
7. Document the evaluation and selection of all recommended WMS and WMSPs, including an explanation for why certain types of strategies (e.g., aquifer storage and recovery, seawater desalination, brackish groundwater desalination) may not have been recommended.
8. Determine whether the region has 'significant' identified water needs and if so, assess the potential for aquifer storage and recovery to meet those needs. The plan must include at a minimum, the methodology used by the planning group to determine what volume constitutes a 'significant' water need in their region.
9. Provide documentation of the implementation status, in a separate chapter subsection and in table format, of the status of certain recommended WMSs. *First Amended General Guidelines for Development of the 2026 Regional Water Plans Section 2.5.2.7* outlines the

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

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required WMS types[11] that implementation status must be provided for and outlines the required minimum table contents depicting key milestones.

10. Coordinate with sponsoring WUGs, WWPs, and/or other resource agencies regarding any changed conditions in terms of projected needs, strategy modifications, planned facilities, market costs of water supply, endangered or threatened species, etc.
11. If TWC §11.085 applies to the proposed inter-basin transfer (IBT), determine the "highest practicable level" of water conservation and efficiency achievable (as existing conservation or proposed within a WMS) for each WUG or WWP WUG customer recommended to rely on a WMS involving the IBT. Recommended conservation WMSs associated with this analysis shall be presented by WUG.
12. Present the water supply plans in the RWP for each WUG and WWP relying on the recommended WMSs and WMSPs.
13. Consider alternative WMSs and WMSPs for inclusion in the plan. Alternative water management strategies must be fully evaluated in accordance with 31 TAC §357.34(e)-(i). Technical evaluations of alternative WMSs must be included in the plans and the data associated with alternative WMS must be entered into DB27.
14. Review the TWDB reports (report numbers 10-19) from DB27 and incorporate these agency planning database reports (including as populated final RWP must incorporate these standard TWDB DB27 reports, in the IPP and final RWP, by reference, as part of the regional water plan by including links to TWDB Database Reports application and inform the reader that the report may be accessed via that application.
15. Submit data through DB27 to include the following work:
    a. Review of the data.
    b. Confirm that data is accurate.
16. Disseminate the chapter document and related information to RWPG members for review.
17. Modify the chapter document based on RWPG, public, and/or agency comments.
18. Submit the chapter document to the TWDB for review and approval.
19. Make all efforts required to obtain final approval of the RWP chapter and associated DB27data by the TWDB.
20. *[REGION-SPECIFIC SCOPE OF WORK TO BE APPROVED AT FUTURE DATE BY TWDB EXECUTIVE ADMINISTRATOR PRIOR TO NOTICE-TO-PROCEED]*

Scope of Work to be amended based on specific Task 5B scope of work to be developed and negotiated with TWDB. Work under Task 5B to be performed only after approval and incorporation of Task 5B scope of work amendment and written notice-to-proceed.
NOTE: Work effort associated with preparing and submitting a proposed Task 5B scope of work for the purpose of obtaining a written 'notice-to-proceed' from TWDB is not included in Task 5B and may not be reimbursed under the Contract.

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

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

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Task 5C – Conservation Recommendations

The objective of this task is to prepare a separate subchapter[12] of Chapter 5 that consolidates conservation-related recommendations, provides the region's GPCD goals, and provides model water conservation plans to be included in the 2026 RWP .

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

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

Work shall include but not be limited to the following:

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

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

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

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

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

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

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

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

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

Task 7 – Drought Response Information, Activities, and Recommendations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 10 - Public Participation and Plan Adoption

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

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

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

A. Plan Development Activities

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

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

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

B. Technical Support and Administrative Activities

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

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

C. Other Activities

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

Deliverables:

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

Exhibit 3
Consultant Team Task and Expense Budgets

The ENGINEER will perform the tasks described in Exhibit 1 – Contract between the Texas Water Development Board and City of Nacogdoches utilizing its own resources and a team of subconsultants (CONSULTANT TEAM). The ENGINEER will execute subcontracts with each member (SUBCONSULTANT) on the CONSULTANT TEAM. The CLIENT assumes no legal obligations under ENGINEER's subcontracts with SUBCONSULTANTS. In addition to the ENGINEER, the CONSULTANT TEAM includes the following firms:

Freese and Nichols, Inc.
Advanced Groundwater Solutions, LLC

Following in Table 3.1 is a breakdown of the budget for this Project by Task. Table 3.2 is a breakdown of the budget by Expense Category. Table 3.3 provides the anticipated breakdown of the Task budget for the CONSULTANT TEAM. If the task breakdown between members of the CONSULTANT TEAM is changed, a revised Table C.3 will be provided to the CLIENT.

TASK BUDGET (Table 3.1)

TASK	DESCRIPTION	Total Amount
Task 3	Water Supply Analysis	$130,118.00
Task 4A	Water Needs Analysis	$21,201.00
Task 4B	Identification of Infeasible Water Management Strategies	$23,863.00
Task 4C	Technical Memorandum	$32,759.00
Task 5A	Identification of Potentially Feasible Water Management Strategies and Projects	$14,924.00
Task 5B	Evaluation and Recommendation of Water Management Strategies and Projects	$154,091.00
Task 5C	Conservation Recommendations	$5,000.00
Task 6	Impacts of the Regional Water Plan and Consistency with Protection of Resources	$5,000.00
Task 7	Drought Response Information, Activities, and Recommendations	$5,000.00
Task 8	Policy Recommendations & Unique Sites	$5,000.00
Task 9	Implementation and Comparison to the Previous Regional Water Plan	$5,000.00
Task 10	Public Participation and Plan Adoption	$5,000.00
	TOTAL ENGINEER BUDGET	$406,956.00

EXPENSE BUDGET (Table 3.2)

CATEGORY	Total Amount
Salaries & Wages [1]	$54,873.14
Fringe [2]	$23,595.46
Travel [3]	$1,000.00
Other Expenses [4]	$2,000.00
Subcontract Services	$211,900.00
Overhead[5]	$75,176.20
Profit	$38,411.20
TOTAL STUDY COSTS [6]	**$406,956.00**

1. Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to this contract.

2. Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

3. Travel expenses are limited to the maimum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded. These expenses are defined as:

    a. eligible mileage expenses incurred to attend RWPG meetings that cannot be reimbursed by ay other entity, poitical subdivision, etc. as certified by consultant, and

    b. food, drink, lodging, or airfare of designated consultant travel to support participation in legislatively-required or Board-requested meetings, as specifically authorized by the RWPG and TWDB Executive Administrator.

4. Other Expenses eligible for reimbursement as described in 31 TAC Section 355.92(c) include the following administrative costs that may be billed under Task 10 associated with the RWPG's Political Subdivision if the RWPG or its chairperson certifies, during a public meeting, that the expenses are eligible for reimbursement and are correct and necessary:
    a. Direct costs, excluding personnel costs, for placing public notices for the legally required public meetings, maintaining a website, and of providing copies of information for the public and for members of the RWPG as needed for the efficient performance of planning work such as:
        1. expendable supplies consumed in direct support of the planning process;
        2. direct communication charges;
        3. limited direct costs/fees of maintaining RWPG website domain, website hosting, and/or website – not to exceed $250.00 per calendar year;
        4. direct non-labor costs of storing or posting of audio-visual files (e.g., meeting recordings) – this is not not limited by cap stated in item a.3 above;
        5. direct non-labor costs and fees associated with the initial development of a website – this is not limited by cap stated in item a.3 above, but must be reasonable by professional standards and not detract from plan development;
        6. reproduction of materials directly associated with notification or planning activities

(currently 10¢ per copy or the actual non-labor direct costs as documented by the Contractor);

7. other direct costs of public meetings, all of which must be directly related to planning (e.g., newspaper and other public notice posting costs, and facility rentals); and,
8. direct postage (e.g., postage for mailed notification of funding applications or meetings).

5. Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this contract. These costs shall include the following:
    - Indirect salaries, including that portion of the salary of principals and executives that is allocable to general supervision;
    - Indirect salary fringe benefits;
    - Accounting and legal services related to normal management and business operations;
    - Travel costs incurred in the normal course of overall administration of the business;
    - Equipment rental;
    - Depreciation of furniture, fixtures, equipment, and vehicles;
    - Dues, subscriptions, and fees associated with trade, business,
    - technical, and professional organizations;
    - Other insurance;
    - Rent and utilities; and,
    - Repairs and maintenance of furniture, fixtures, and equipment.
6. Ineligible Expenses include funding any of the activities specified in 31 TAC Section 355.92(a), as well as the following items as applicable:
    a. Compensation for the time or expenses of RWPGs members' service on or for the RWPG;
    b. Costs of administering the RWPGs, other than those eligible and authorized under Eligible Expenses;
    c. Costs for training;
    d. Costs of administering the regional water planning grant and associated contracts;
    e. Costs associated with development of an application for a regional water planning grant or reviewing materials developed due to this grant;
    f. Food, drink, or lodging (including tips and alcoholic beverages), unless eligible and authorized under item 3b above;
    g. Purchase, rental, or depreciation of equipment (e.g., computers, copiers, fax machines);
    h. General purchases of office supplies not documented as consumed directly for the planning process; and,
    i. Costs associated with social events or tours.

CONSULTANT TEAM BUDGET BREAKOUT (Table 3.3)

Task	Description	PLU	FNI	AGS	Total Budget
Task 3	Water Supply Analysis	$34,118.00	$73,000.00	$23,000.00	$130,118.00
Task 4A	Water Needs Analysis	$4,201.00	$17,000.00		$21,201.00
Task 4B	Identification of Infeasible Water Management Strategies	$13,163.00	$9,700.00	$1,000.00	$23,863.00
Task 4C	Technical Memorandum	$21,359.00	$8,200.00	$3,200.00	$32,759.00
Task 5A	Identification of Potentially Feasible Water Management Strategies and Projects	$7,924.00	$6,000.00	$1,000.00	$14,924.00
Task 5B	Evaluation and Recommendation of Water Management Strategies and Projects	$87,091.00	$63,000.00	$4,000.00	$154,091.00
Task 5C	Conservation Recommendations	$5,000.00			$5,000.00
Task 6	Impacts of the Regional Water Plan and Consistency with Protection of Resources	$5,000.00			$5,000.00
Task 7	Drought Response Information, Activities, and Recommendations	$5,000.00			$5,000.00
Task 8	Policy Recommendations & Unique Sites	$5,000.00			$5,000.00
Task 9	Implementation and Comparison to the Previous Regional Water Plan	$5,000.00			$5,000.00
Task 10	Public Participation and Plan Adoption	$2,200.00		$2,800.00	$5,000.00
	TOTAL STUDY COSTS	$195,056.00	$176,900.00	$35,000.00	$406,956.00
		48%	43%	9%	

Consultants and Subconsultants

PLU Plummer Associates, Inc.
FNI Freese and Nichols, Inc.
AGS Advanced Groundwater Solutions, LLC

City Council Meeting

Date: February 21, 2023

Agenda Item: 5.C.

PRESENTER: Steven Kirkland, City Attorney

ITEM/SUBJECT: Consider approval of a resolution supporting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet, which released claims of the City against certain defendants in the Texas Opioid MDL. (City Attorney)

SUMMARY/BACKGROUND: On October 19, 2021, City Council approved a resolution supporting the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet, which released claims of the City against certain defendants in the Texas Opioid MDL. The State of Texas had sued various manufacturers and distributors of opioid drugs for deceptive trade and marketing violations, primarily misrepresenting the risk of addiction to opioid drugs. The City joined the State's previous settlements with drug manufacturer Johnson & Johnson, Teva Pharmaceutical Industries LTD, Teva Pharmaceuticals USA, Inc., Teva Pharmeceutical Holding Cooperative U.A., Teva Pharmeceuticals Europe B.V. and Distributors AmerisourceBergen, Cardinal Health, and McKesson.

Special Counsel and the State of Texas have reached additional settlement agreements with Walmart, CVS, Walgreens and Alergan and recommends that the City of Nacogdoches join those settlement agreements. While this is likely all the larger defendants in the litigation, the State may reach additional settlements before the litigation is concluded.

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Steven Kirkland, City Attorney
kirklands@nactx.us
936-559-2503

ATTACHMENTS:
1. Walmart Settlement Participation Form
2. Walgreens Settlement Participation Form
3. CVS Settlement Participation Form
4. Allergan Settlement Participation Form
5. Resolution

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 1327-02-23

RESOLUTION JOINING THE STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' SETTLEMENT WITH ADDITIONAL DEFENDANTS IN THE TEXAS OPIOD LITIGATION, MDL NO. 2018-63587.

WHEREAS, upon the recommendation of Special Counsel and the State of Texas, the City of Nacogdoches City Council via Resolution **1275-07-21** supported the adoption and approved the May 13, 2020 Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) in its entirety which released claims of the City against certain defendants in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.

WHEREAS, the lawsuit was brought by the State of Texas, and various Political Subdivisions of the State to hold opioid manufacturers and opioid distributors accountable for their respective roles in the Opioid epidemic; specifically, claims of fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses that have resulted in significant financial costs to the City; and

WHEREAS, Special Counsel and the State of Texas have reached an additional settlement agreements with Walmart, CVS, Walgreens, and Allegan (collectively "Distributors") and recommends that City of Nacogdoches join those settlements; and

WHEREAS, Special Counsel and the State of Texas may reach additional settlements with other parties;

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. Finds as follows:

    a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Nacogdoches; and

    b. The City Council approves joinder in these Distributor settlements under the terms and conditions described in the Settlement Agreements with the Distributors, and authorizes execution by the City Attorney of these Settlement Participation Forms (Exhibit A).

    c. The City Council authorizes the City Attorney to agree to any additional settlements with other parties to this litigation following the same or similar terms and conditions and execute appropriate documents to effectuate the settlements.

d. The City Council agrees to the distribution of proceeds pursuant to the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet previously approved in Resolution **1275-07-21**.

PASSED AND APPROVED, this the 21st day of February, 2023, by a vote of _____(ayes) to _____(nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

_____
Jan Vinson, City Secretary

APRROVED AS TO FORM:

_____
Steven Kirkland, City Attorney

City Council Meeting

Date: February 21, 2023

Agenda Item: 5.D.

PRESENTER: Jason Smith, Utility Construction Manager

ITEM/SUBJECT: Consider approval to purchase a hydroexcavation trailer from Kinloch Equipment and Supply for an amount not to exceed $80,088. (Utility Construction Manager)

SUMMARY/BACKGROUND: The FY 22-23 budget included funds to purchase a hydroexcavation/vacuum trailer for $80,088 from Kinloch Equipment and Supply, which is used for the non-destructive location of buried utilities. The installation of multiple new fiberoptic lines along our roadways has increased the need for hydroexcavation to prevent costly damage to other utilities while our crews dig to repair water and sewer lines.

This proposed purchase is under budget and was included in the FY 22-23 approved budget. Kinloch Equipment and Supply is part of a statewide purchasing co-op alleviating the need for sealed bids.

FINANCIAL:
Item is budgeted:
Account No.: 30.37.680.25
Account Name: *Equipment & Machinery*
Amount: $80,088

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Infrastructure

CITY CONTACT: Jason Smith, Utility Construction Manager
smithje@nactx.us
936-564-7980

ATTACHMENTS:
1. BuyBoard Proposal
2. Bid Tabulation Sheet

Kinloch Equipment & Supply, Inc.

Presents a Proposal Summary

Pacific Tek™



Pacific Tek PV500 (KESI Stock Unit # PT0005)

Vacuum Excavator Trailer

For

Nacogdoches
the oldest town in Texas

Pacific Tek PV500 Trailer Mounted Vacuum Excavator Configuration

STANDARD FEATURES:

VACUUM
- 500 Gallon debris tank
- 1000 CFM belt driven blower set for relief at 15” of vacuum
- 38 HP EFI electric start gas engine
- 12 gallon aluminum fuel cell
- Cleanout door is 42” diameter
- Debris tank is lifted to empty using tandem hydraulic cylinders
- One Step Hatch opened/closed using hydraulic cylinders
- Hydraulic flow supplied by 12 V/DC power unit with a hand held 4 function pendant with 15’ lead
- Sight Glass on rear door
- 5” inspection port on top of tank
- 10 micron vacuum filtration system
- (1) 4" x 15' and (1) 4" x 10' vacuum hose and (1) detachable pick-up tube

PRESSURE WASHER
- 3500 PSI water pump direct drive 13.5 HP gas engine @ 4GPM
- 50' hose on reel
- 100 gallon water holding tank
- Wash wand with quick connect spray nozzles
- Anti-Siphon air gap filler

ANTI-FREEZE KIT
- 4 gallon poly tank with 6" refill lid
- Leak proof bulkhead fitting
- Suction hose with barbed

TRAFFIC DIRECTOR
-LED amber traffic director
-4 function with Daytime/Nighttime options

TRAILER
-12,000# GVWR dual
-6,000# axles with electric brakes on both axles
-Electric brakes on both axles
-2-5/16” hitch is standard

TRAILER AND DEBRIS TANK PAINTED PACIFIC TEK YELLOW

OPTIONAL FEATURES:

REVERSE FLOW
-4" reverse flow for easily discharging debris tank
-2-way selector valve
-Pipe fittings
-Vacuum hose
-Silencer

-Pressure relief valve

TANK MOUNTED TELESCOPIC HOSE SUPPORT BOOM
-Mounted to top of tank
-Hose support reach 6' to 10' from mounting
-Manual operation

REMOTE IGNITION ASSEMBLY
-Keyed ignition switch
-Throttle controller with idle setting
-Choke control
-Control cables installed in a weather resistant box

DSB WAND
-Dig, suck and blow 4"
-High pressure water and sucking wand

LED FLOOD LIGHT SET
-Mounted one each side to rear top of debris tank
-Wired with switch on hydraulic pump box

CONE POST HOLDER
-Allows for up to 6 small to medium sized traffic cones
-Mounted to trailer tongue or mounted on bed of trailer

STORAGE BOX
-Mounted under bed
-Lockable -black

FILTER, LARGE 10 MICRON VACUUM FILTER ELEMENT
- 4.75" ID x 8.5" OD x 24" long (P/N 53-13002)
- PV500 (580-1000 CFM)

Buy Board Contract #676-22 Total Price F.O.B. Nacogdoches, Texas $80,088.00

PROPOSAL NOTES:

1. Unit offered is KESI Stock # PT0005. It's a KESI owned demonstrator unit with 9 hours of usage.
2. Unit has a one year 100% parts and labor warranty.
3. Unit is offered with immediate delivery but is on a first come, first served basis and is subject to prior sale or rental.
4. KESI offers free on-site lifetime training for as long as you own the equipment.

SIGNED BY:

_____ Date: _____

City of Nacogdoches, Texas
Bid Tabulation Sheet

DATE: 2/13/2023 **REQUISITION NUMBER:**

DEPARTMENT Water Dist. Collection 3037

				BIDDER A		BIDDER B		BIDDER C	
Item No.	**Qty.**	**UOM**	**Description**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	1		Vacuum Excacator Trailer Buy Board Contract #676-22	$80,088.00	$80,088.00				
2									
3									
4									
5									
				TOTAL:	$80,088.00	**TOTAL:**		**TOTAL:**	

BIDDER A:

Company Name Kinloch Equipment and Supply, Inc
Contact: Dane Clarke
Phone: (727) 729-0255
Address: 3320 Pasadena BLVD Pasadena, TX 77503

BIDDER B:

Company Name:
Contact:
Phone:
Address:

BIDDER C:

Company Name:
Contact:
Phone:
Address:

TABULATED BY: Matt Watson

DATED: 02/13/2023

PRESENTER: Case Opperman, Public Works Asst Director

ITEM/SUBJECT: Consider granting a 15-foot-wide utility easement and Right-of-Way to Oncor Electric Delivery (Assistant Director of Public Works)

SUMMARY/BACKGROUND: Oncor Electric Delivery has requested a new easement and right-of-way located across Property ID 3187, owned by the City, along Highway 21 West near County Roads 829 and 841. This area is part of the northern reaches of the Lake Nacogdoches floodplain area which is dry under normal conditions. The right-of-way will be for overhead and/or underground electrical supply, including necessary appurtenances. Oncor would pay $2.00 per foot for the 3,218-foot-long easement for a total of $6,436.00. This easement will not impact the volume of Lake Nacogdoches or Surface Water Treatment Plant operations. It is recommended that the easement and right-of-way be granted. Easement will be executed upon review and approval by the City Attorney.

FINANCIAL:
Item is estimated to generate additional revenue: $6,436.00

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Case Opperman, Assistant Director of Public Works
oppermanc@nactx.us
936-559-2515

ATTACHMENTS: 1. Easement and Right of Way Agreement

TED W. WALTERS & ASSOCIATES, LLC

December 6, 2022

Jason Hendrix
2014 Republic Drive
Tyler, TX 75701

City of Nacogdoches
P. O. Box 635030
Nacogdoches, TX 75963-5030

Dear: City of Nacogdoches

Please find the following documents for your review and signature:

- Oncor Electric ROW Agreement

If everything appears in order please sign the documents in the presence of a Notary Public, who should sign, date and seal the acknowledgments. Please return the two original documents and W-9 to me in the self-addressed envelope provided. Keep the copy for your records

Oncor is paying $2.00 a foot. The distance across is 3218 feet for a total of $6,436.00.

If you have any questions, please feel free to contact me at **903-530-1255** or by email at jasonhndrx@yahoo.com. Thank you for your time.

Sincerely,

Jason Hendrix
ROW Agent

PT #: 2022-7012
District: East
WR #: 3611320
ER #_____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NACOGDOCHES §

That **City of Nacogdoches**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)
SEE EXHIBIT "B" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of February 2023.

City of Nacogdoches

By: _____

Name: _____
Print

Title: _____
Print

STATE OF TEXAS §
§
COUNTY OF NACOGDOCHES §

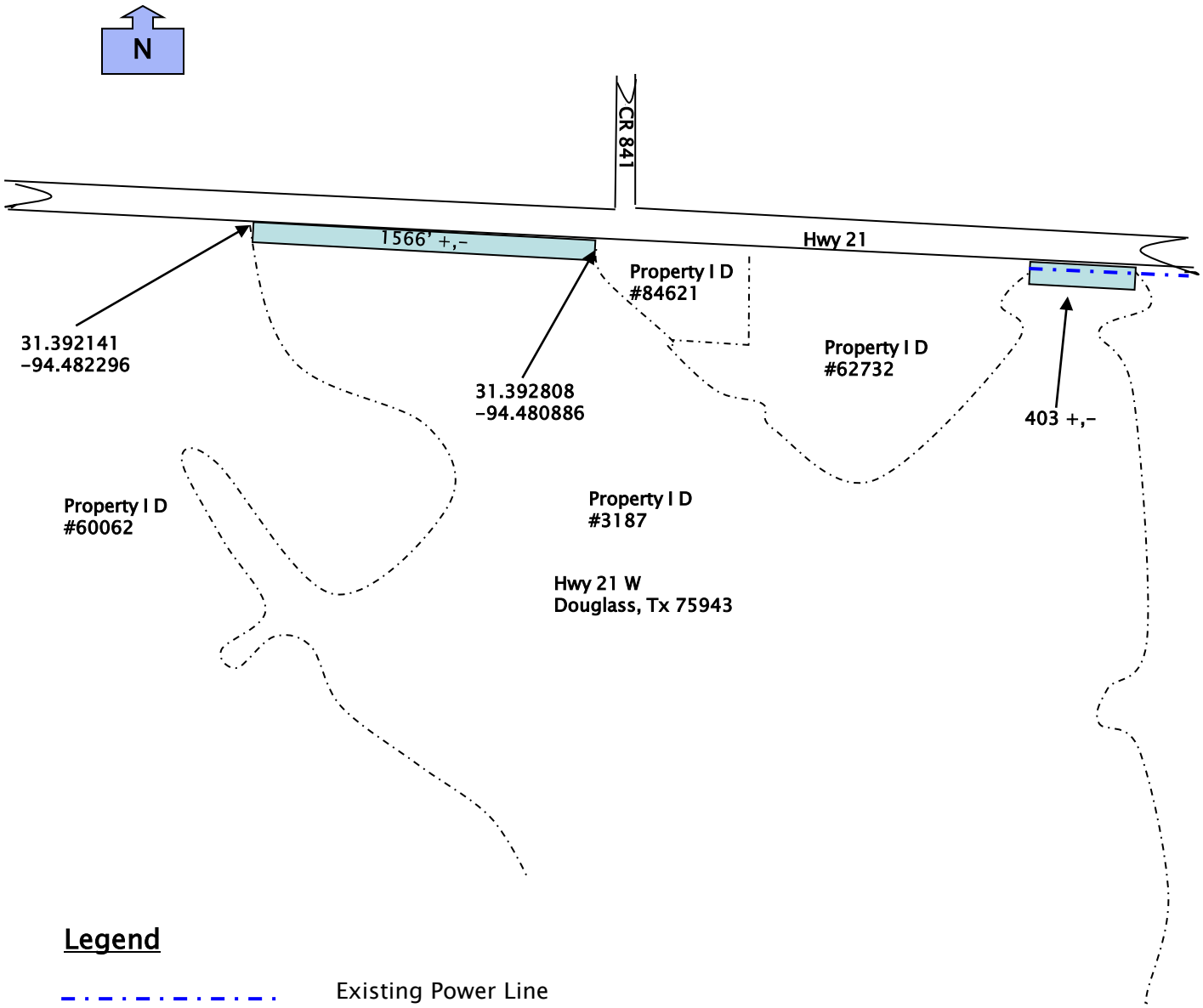
BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____, of **City of Nacogdoches,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of February, A.D. 2023

_____
Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

"EXHIBIT A"



Legend

Existing Power Line

Denotes Easement
Easement Width 15 Feet

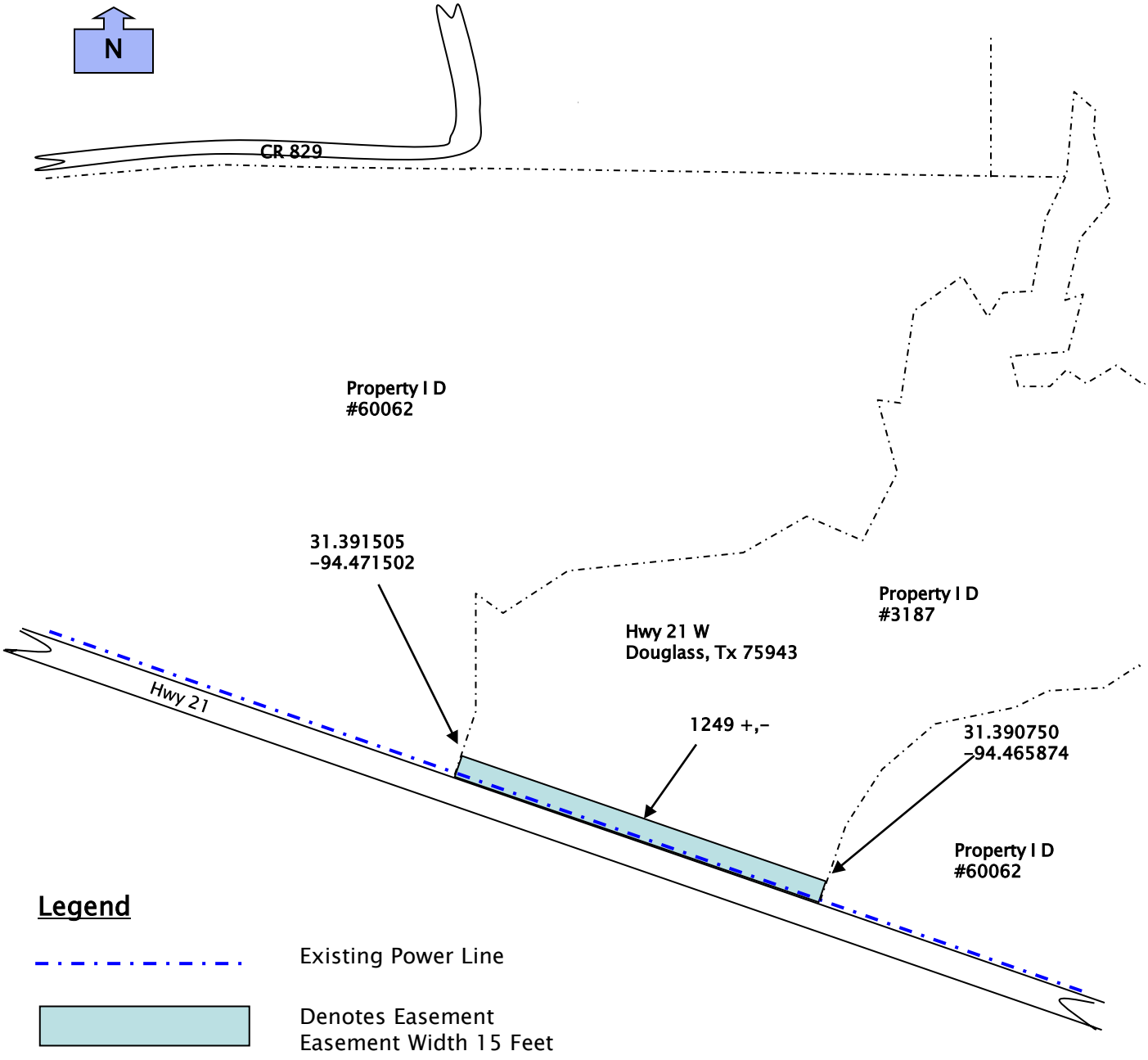
The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not Intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

GRANTOR: City of Nacogdoches

Vol. 399 Pg. 323	County: Nacogdoches
Survey: M. Coy	Abstract: 21
District: East	WR#: 3611320

ONCOR ELECTRIC DELIVERY

"EXHIBIT B"



The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not Intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

GRANTOR: City of Nacogdoches

Vol. 399 Pg. 323	County: Nacogdoches
Survey: M. Coy	Abstract: 21
District: East	WR#: 3611320

PRESENTER: Keith Kiplinger, Interim City Manager

ITEM/SUBJECT: Consider approval of a resolution closing East Main Street for the annual Nacogdoches Main Street Wine Swirl event, April 1, 2023 (Interim City Manager)

SUMMARY/BACKGROUND: TXDOT requires both a resolution from the City Council and an agreement to close State roadways for planned events. This year's Wine Swirl will be held April 1, 2023 and will require the closure of Main Street from North to Mound.

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Downtown Entertainment and Destination District

CITY CONTACT: Keith Kiplinger, Interim City Manager
kiplingerk@nactx.us
936-559-2501

ATTACHMENTS:
1. Wine Swirl Agreement TXDOT 2023
2. Resolution
3. Map

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Nacogdoches, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 21, in Nacogdoches, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 21 for the purpose of the Nacogdoches Wine Swirl Event, from 2:00pm., SaturdayApril 1st, 2023 to 10:00 p.m., Saturday, April 1st, 2023 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 21st day of February 2023, the Nacogdoches City Council passed Resolution / Ordinance No., attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as “Exhibit C.”

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer.The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form

1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of Nacogdoches % Jessica Sowell PO Box 635030 Nacogdoches, TX 75963	Texas Department of Transportation 1805 N Timberland Dr. Lufkin, TX 75901

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF NACOGDOCHES
Executed on behalf of the local government by:

By_____ Date_____

Keith Kiplinger
Nacogdoches Interim City Manager

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Exhibit A

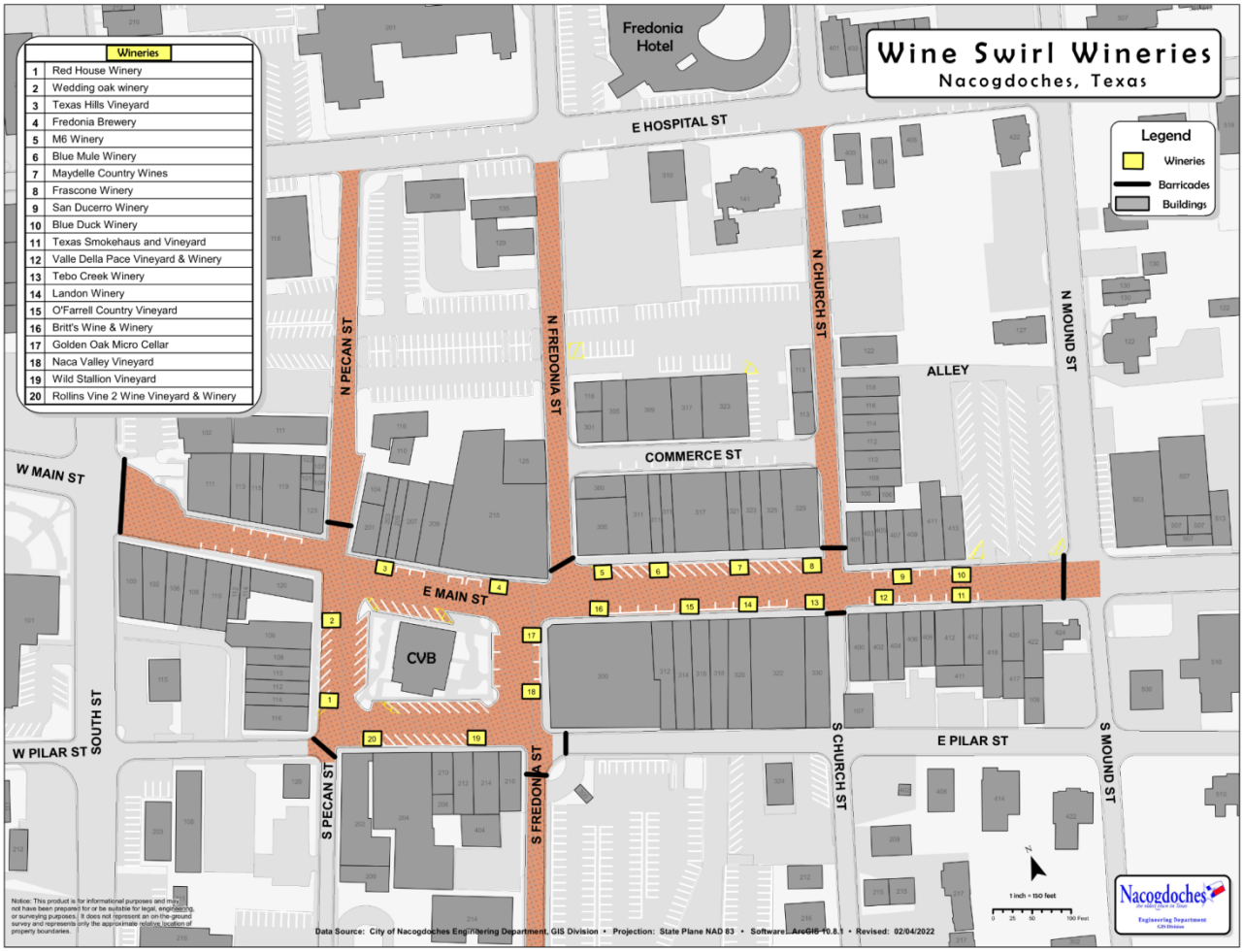
The Nacogdoches Wine Swirl will take place in Nacogdoches County and will utilize State Highway 21, Pecan Street, Pillar Street, Fredonia Street, and Mound Street. Both lanes of State Highway 21 from Business 59 to Mound Street will be utilized. State Highway 21 is scheduled to be closed Saturday, April 1st, 2023 at 2:00pm and will reopen at 10:00 pm, Saturday, April 1st, 2023. The proposed activities for the Nacogdoches Wine Swirl include: Wine tastings from various wine vendors, live music, and food vendors. The number of attendees is expected to be approximately 1200. There will be no physical modifications of any features in or adjacent to the right of way of State Highway 21.Traffic control will be handled by the City of Nacogdoches Police Department and Public Works Department.

Exhibit B

City Resolution with signatures

Exhibit C

Event Area Map



RESOLUTION NO. 1328-02-23

WHEREAS, organizers of the NACOGDOCHES WINE SWIRL event desire to have a safe and successful event for all vendors and participants and

WHEREAS, organizers of the NACOGDOCHES WINE SWIRL event are requesting that the city of Nacogdoches close Main Street (SH 21) from its intersection with North Street eastward to its intersection at Mound Street from 2:00 PM. Saturday, APRIL 1, 2023 until 10:00PM, Saturday, APRIL 1, 2023 in order to provide safety for the vendors and participants; and

WHEREAS, after duly considering such a request, it is the consent of the City Council that a resolution be adopted requesting the Texas Department of Transportation to allow the closing of MAIN STREET FOR THE NACOGDOCHES WINE SWIRL.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Nacogdoches, Texas that this resolution be adopted requesting the Texas Department of Transportation to allow the closing of Main Street (SH 21) from its intersection with North Street eastwardly to its intersection at Mound Street from 2:00PM. Saturday, APRIL 1, 2023, until 10:00PM. Saturday, APRIL 1, 2023, FOR THE NACOGDOCHES WINE SWRIL.

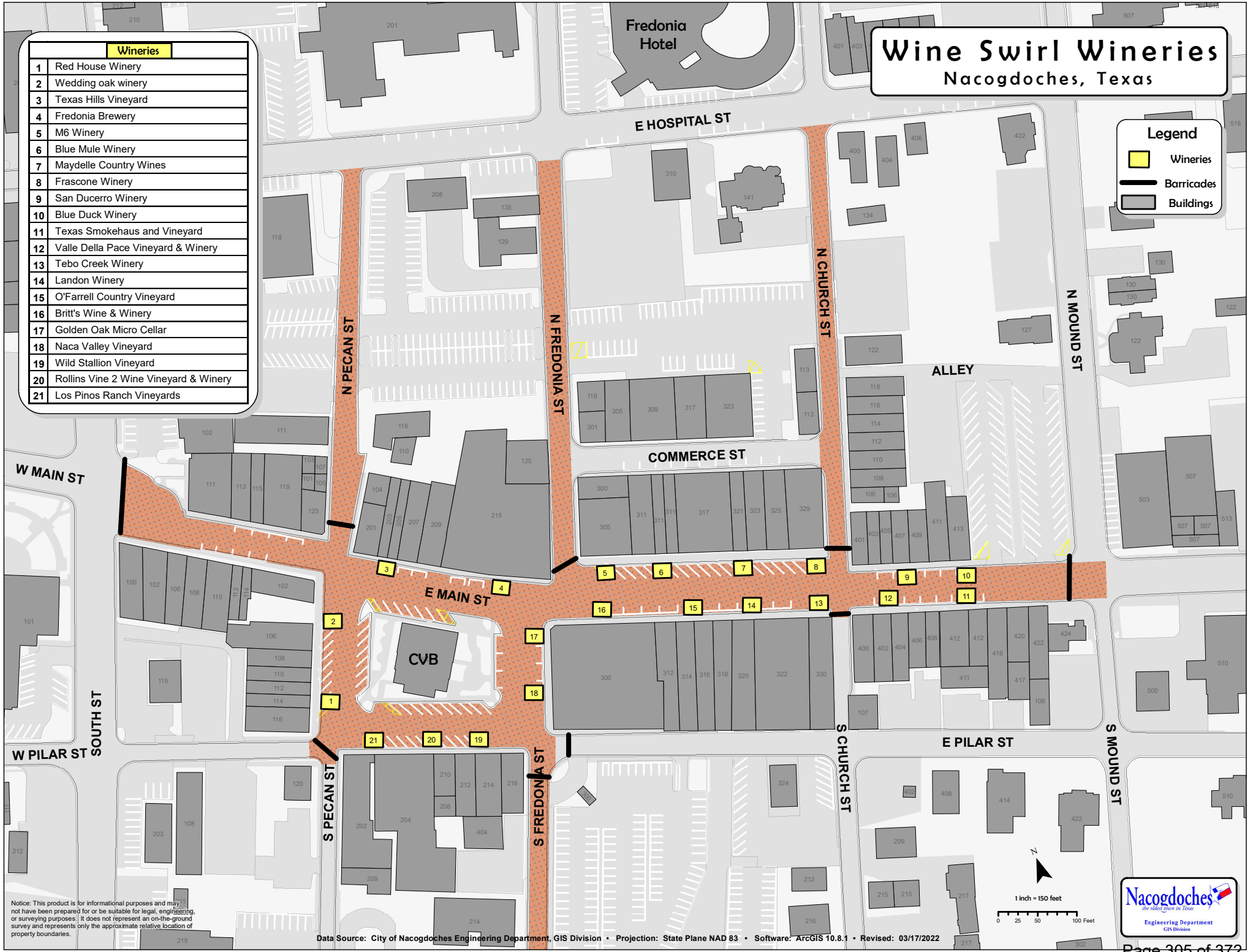
BE IT FURTHER RESOLVED that Keith Kiplinger, Interim City Manager be authorized to execute an agreement with the Texas Department of Transportation for the closing of Main Street (SH 21).

PASSED AND APPROVED this February 21, 2023.

_____
Mayor Jimmy Mize
City of Nacogdoches

ATTEST:

_____
Jan Vinson, City Secretary


Wine Swirl Wineries
Nacogdoches, Texas
Wineries
1 Red House Winery
2 Wedding oak winery
3 Texas Hills Vineyard
4 Fredonia Brewery
5 M6 Winery
6 Blue Mule Winery
7 Maydelle Country Wines
8 Frascone Winery
9 San Ducerro Winery
10 Blue Duck Winery
11 Texas Smokehaus and Vineyard
12 Valle Della Pace Vineyard & Winery
13 Tebo Creek Winery
14 Landon Winery
15 O'Farrell Country Vineyard
16 Britt's Wine & Winery
17 Golden Oak Micro Cellar
18 Naca Valley Vineyard
19 Wild Stallion Vineyard
20 Rollins Vine 2 Wine Vineyard & Winery
21 Los Pinos Ranch Vineyards
Legend
Wineries
Barricades
Buildings
Fredonia Hotel
E HOSPITAL ST
N PECAN ST
N FREDONIA ST
N CHURCH ST
N MOUND ST
ALLEY
COMMERCE ST
W MAIN ST
E MAIN ST
CVB
SOUTH ST
W PILAR ST
S PECAN ST
S FREDONIA ST
S CHURCH ST
E PILAR ST
S MOUND ST
N
1 inch = 150 feet
0 25 50 100 Feet
Nacogdoches
the oldest town in Texas
Engineering Department
GIS Division
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Data Source: City of Nacogdoches Engineering Department, GIS Division • Projection: State Plane NAD 83 • Software: ArcGIS 10.8.1 • Revised: 03/17/2022

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider a request for approval of a Zone Change from A, Agricultural, to R-1, Single Family, for approximately 2.7 acres of land located along the eastern boundary of the city limits, being part of a 64 acre tract conveyed by HGT Group, LP, to JBSC Development, LLC, as described in Warranty Deed dated March 22, 2022, and recorded in Clerk's Document Number 2022-3135 of the Real Property Records of Nacogdoches County, Texas. This request has been submitted by JBSC Development. Case File ZON2023-01. (City Planner)

SUMMARY/BACKGROUND: The request is for a zone change from A, Agricultural to R-1, Single Family for approximately 2.7 acres located along the eastern boundary of the City Limits, being part of a 64.1 acre tract more generally located at the east end of Park Street. The R-1, Single Family district is intended as an area for low density single-family uses. Lots in this district must be 8,250 square feet in lot area, or larger.

The subject property was recently annexed and is part of a larger 64.1 acre tract that was rezoned from PD, Planned Development to R-1, Single Family in January of this year. The applicant is requesting a zone change to R-1, Single Family in order to match the remainder of the tract for a residential development.

In addition, the City Council approved a Chapter 380 economic development agreement in March of 2022, for the development of a single family residential subdivision. In the agreement the developer has proposed to build a 143 lot subdivision and associated infrastructure, including the extension of Park Street.

Adjacent Land Use & Zoning
The subject property is zoned A, Agricultural and is undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family Residential	R-1, Single Family	Undeveloped
South	Rural Development	Outside City Limits	Single Family
East	Rural Development	R-1, Single Family	Undeveloped
West	Single Family Residential	R-1, Single Family	Undeveloped

The subject property is located on the east side of the city and more generally located at the eastern terminus of Park Street. The surrounding property is zoned R-1, Single Family and is

mostly undeveloped. The property to the south is located outside the City Limits and is developed with a single family residence.

STAFF REVIEW: Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for zoning change:

Compatibility: The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;
The properties within the immediate vicinity are primarily zoned and developed with single family residential uses, including the Village Gate subdivision to the west. Staff finds that the zone change request is consistent with the existing single family zoning and development pattern in the area.

Orderly Growth and Development: The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
The majority of the surrounding property is undeveloped, with the exception of a single family residence to the south that takes direct access to State Highway 7 East. The rezoning should not impede the orderly growth of adjacent properties.

Supporting Facilities: Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
The subject property is part of a larger 64.1 acre track that is planned to take direct access from Park Street. When the property develops, water and sanitary sewer service will be provided to the area in accordance with the City development codes and departmental policy.

Drives and Parking: The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
Future development will meet all current driveway and parking requirements.

Nuisances: Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
If the zone change is approved, future development will comply with City regulations regarding the prevention of offensive odor, fumes, dust, noise and vibrations.

Lighting: Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;
If the zone change request is approved, any new outdoor lighting would be subject to the City's current standards, which requires light fixtures to utilize a down lighting design, and prohibits fixtures that directly project light in all directions.

Landscaping: Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;
Single family construction is not subject to commercial district landscaping requirements.

Comprehensive Plan: The proposed use is in accordance with the comprehensive plan.
Future Land Use
Per the 2003 Comprehensive Plan, the Future Land Use Plan (FLUP) Map designates the subject property as *Rural Development*. This land use category is described as, "Sparsely-populated areas with limited development that are still distinct from more urbanized areas." This definition also includes areas that are gradually transitioning into urban uses and development.

Thoroughfare Plan
Park Street is a collector road that will serve as direct access for this property and the other residential uses in the area. Future development of the property will include the extension of Park Street.

Land Use Policies, Goals & Objectives
The applicant has stated that this rezoning is a response to current needs for new single family development. The request fits into the Goals of the Comprehensive Plan by encouraging *Growth Inward,* which includes promoting long-term growth in appropriate areas to achieve an efficient, diverse and balanced pattern of land uses, including infill development where appropriate (utilities, compatibility, etc.).

NOTICES & COMMUNITY INPUT:
Staff mailed 3 notices to property owners within the 200-foot and 500-foot notification area, including a mailed letter to the Village Gate HOA. To date, staff has not received any written responses in opposition or in favor of the zone change.

This zoning application was also subject to the additional noticing practices that were approved by City Council in January, 2021. These include: a zoning sign located on the subject property; and notices published on the City's webpage and social media platforms.

RECOMMENDATIONs:
P&Z Recommendation
The P&Z Commission heard this item on February 13, 2023 and voted unanimously (5-0) to approve the zone change request from A, Agricultural to R-1, Single Family.

Staff Recommendation
Staff supports the recommendation of the P&Z Commission to approve the zone change request to R-1, Single Family.

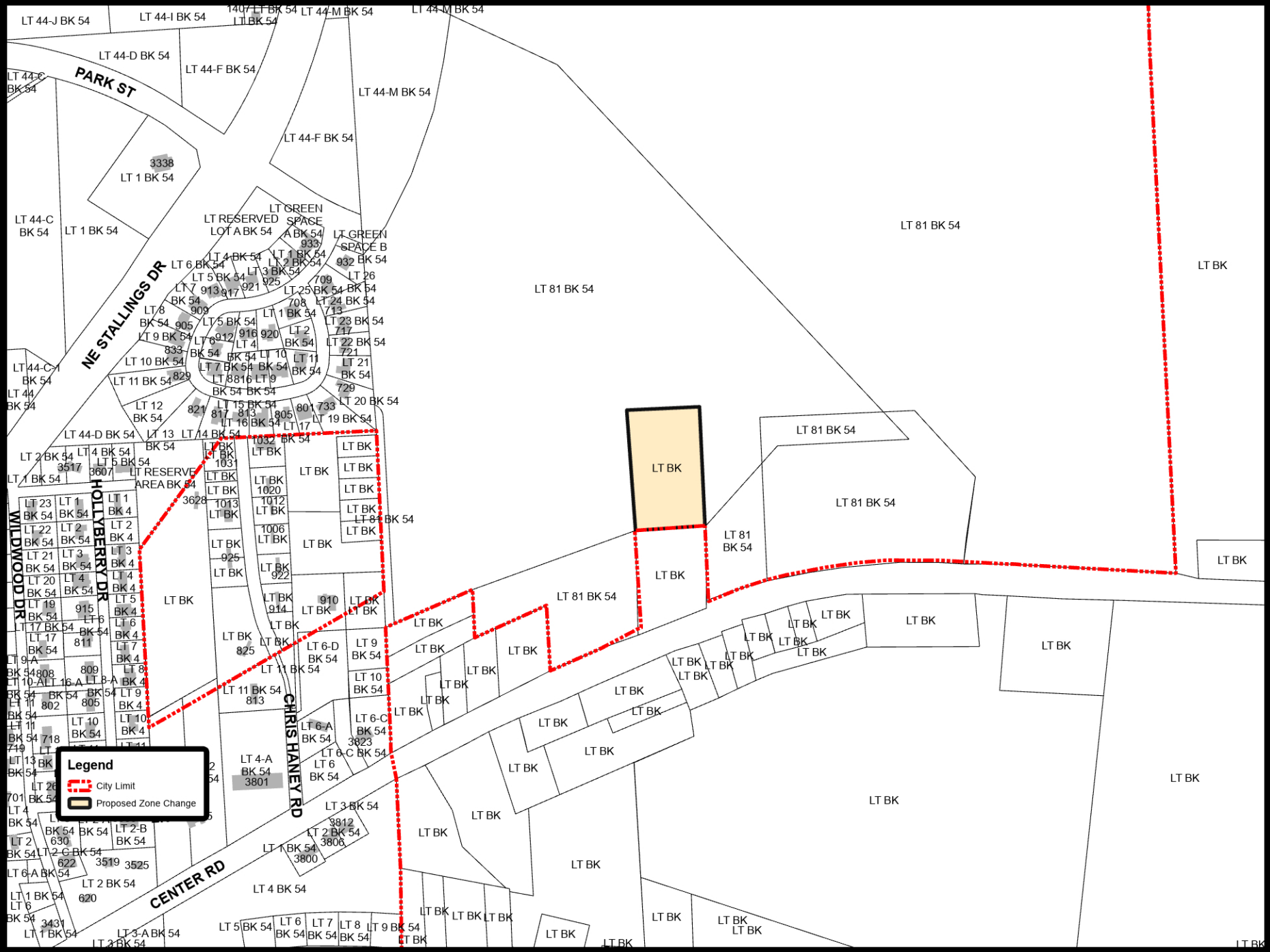
FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Neighborhood Revitalization and Attainable Housing, Economic Development

CITY CONTACT: Alaina Helton, AICP, City Planner
heltona@nactx.us
936-559-2572

ATTACHMENTS:
1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. Site Photos
7. Ordinance

ZON 2023-01

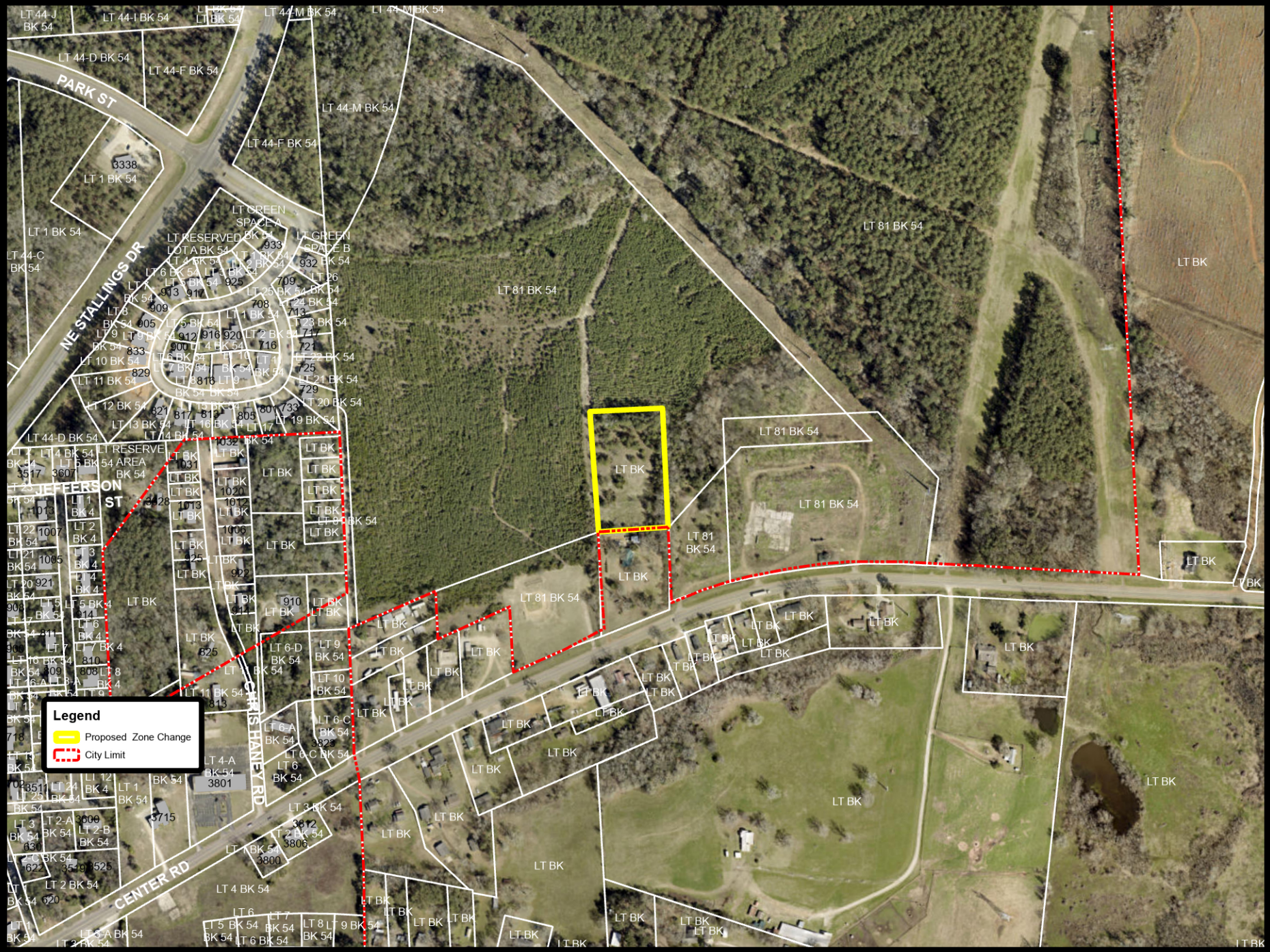


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0 125 250 500 Feet

Date Created: February 7, 2023 Software: ArcGIS Pro 3.0.3

ZON 2023-01



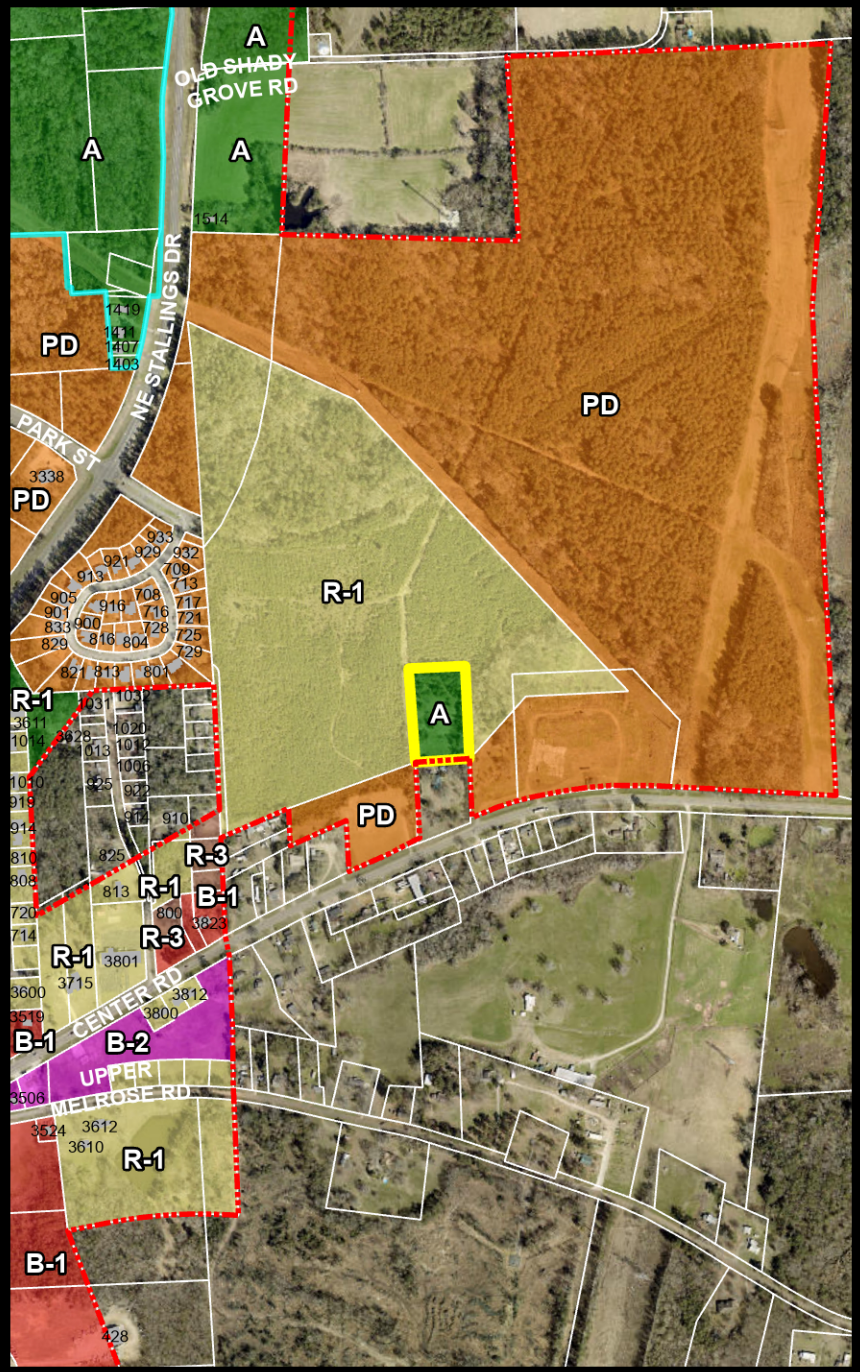
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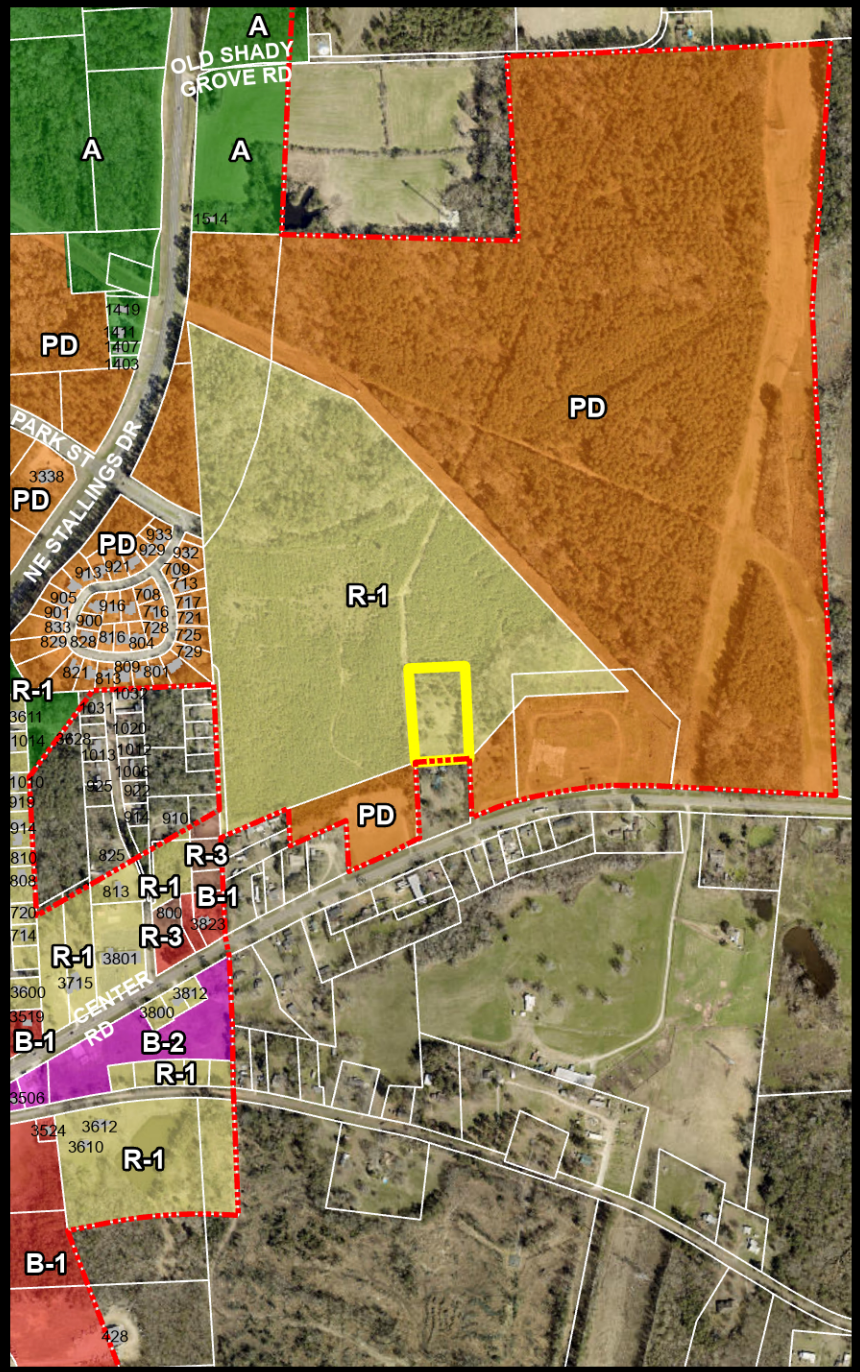
Date Created: February 7, 2023 Software: ArcGIS Pro 3.0.3

Existing Zoning

ZON 2023-01

Proposed Zoning



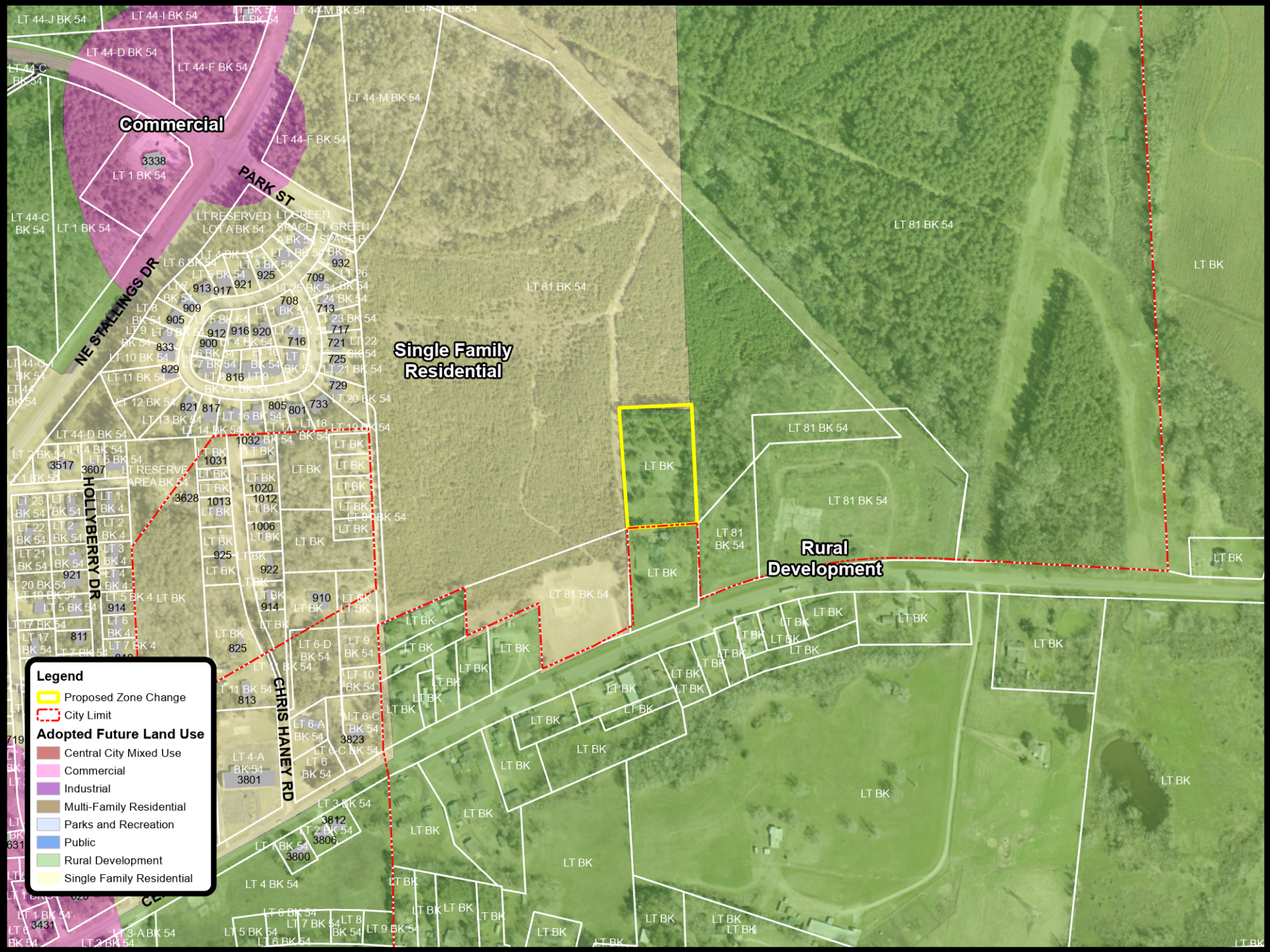


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0 200 400 800 Feet

Date Created: February 7, 2023 Software: ArcGIS Pro 3.0.3

ZON 2023-01



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0 125 250 500 Feet

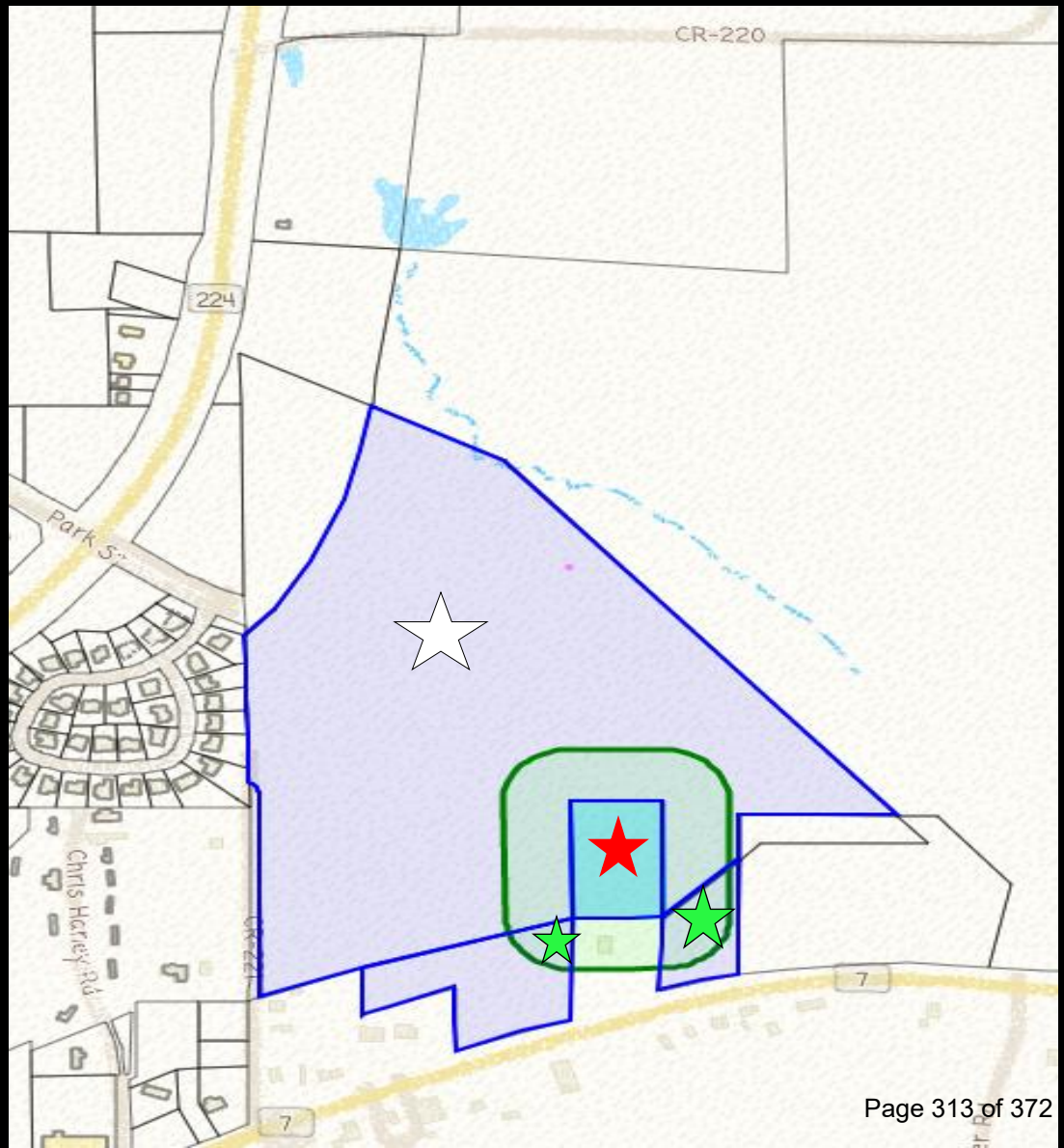
Date Created: February 7, 2023 Software: ArcGIS Pro 3.0.3

200 Foot Notification Map

ZON2023-01: Park Street

Legend

- 200 Foot Buffer
- Zone Change
- Agriculture
- Undeveloped



Site Photos: ZON2023-01



Village Gate subdivision sign

Eastern end of Park St.





Beginning of
Subject Property





Subject Property





Entrance to Village Gate Subdivision

Single Family Homes in the Village Gate Subdivision



ORDINANCE NO. 1955-02-23

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM A, AGRICULTURAL TO R-1, SINGLE FAMILY FOR APPROXIMATELY 2.7 ACRES OF LAND, BEING A PORTION OF A 64-ACRE TRACT CONVEYED BY HGT GROUP, LP, TO JBSC DEVELOPMENT, LLC, AS DESCRIBED IN WARRANTY DEED DATED MARCH 22, 2022, AND RECORDED IN CLERK'S DOCUMENT NUMBER 2022-3135 OF THE REAL PROPERTY RECORDS OF NACOGDOCHES COUNTY, TEXAS, LOCATED IN NACOGDCHES, TEXAS; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Zoning Ordinance of the City of Nacogdoches allows the City Council to amend the official zoning map; and

WHEREAS, the property described above and depicted in **"Exhibit A"** is currently zoned A, Agricultural; and

WHEREAS, the property owner has requested the zoning classification of said property to be changed to R-1, Single Family; and

WHEREAS, the City Council of the City has conducted, in the time and manner and after the notice required by law and the Zoning Ordinance of the City, a public hearing on such request for change in zoning classification; and

WHEREAS, the City Council now deems it appropriate to grant such requested change in classification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS:

SECTION I
Findings.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and same are deemed to be in furtherance of a public purpose.

SECTION II
Approval of Zoning Change

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a change in Zoning Classification from A, Agricultural to R-1, Single Family is hereby approved by the City Council.

SECTION III
Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting change in Zoning Classification as herein provided.

SECTION IV
Effective Date

This Ordinance shall take effect following its passage and publication as may be required by governing law.

SECTION V
Severability

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI
Proper Notice and Open Meetings

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VII
Filing

The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches, Texas.

PASSED AND APPROVED, this the ____ day of _____, 2023, by a vote of ____(*ayes*) to _____ (*nays*) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

_____
JAN VINSON, City Secretary

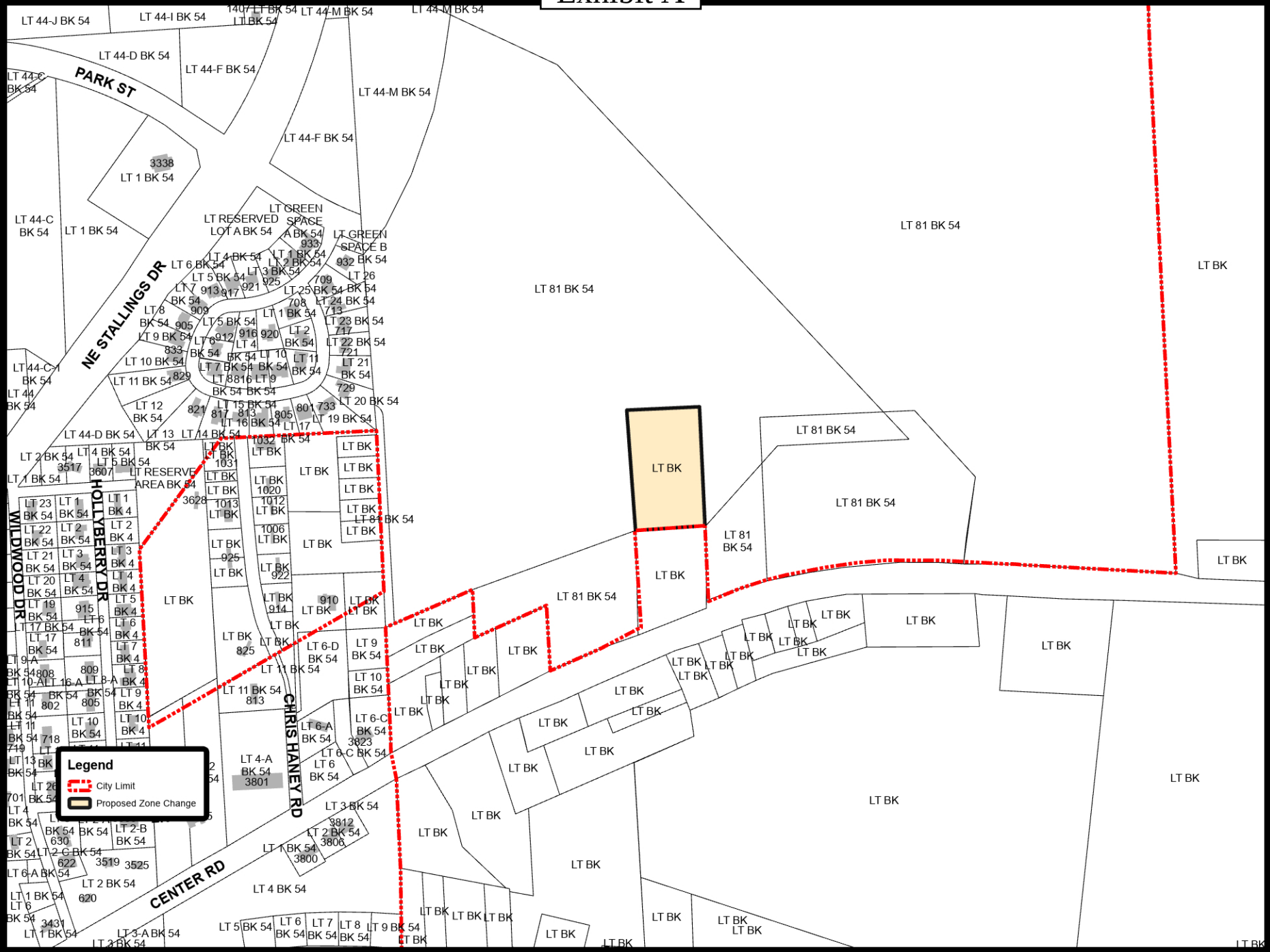
APPROVED AS TO FORM:

_____
STEVEN KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

_____
ALAINA HELTON, City Planner

Exhibit A



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date Created: February 7, 2023 Software: ArcGIS Pro 3.0.3

PRESENTER: Alaina Helton, City Planner

ITEM/SUBJECT: Public Hearing: Consider a request for approval of a Specific Use Permit (SUP) for an Accessory Apartment, for Lots 18-A and 19-A, City Block 67, located at 315 East Lakewood Street. This request has been submitted by Lidia Harber, Case File SUP2023-01. (City Planner)

SUMMARY/BACKGROUND: The request is for a Specific Use Permit (SUP) for an Accessory Apartment at 315 E. Lakewood Street. The property is zoned R-1, Single Family, and is developed as a single family residence with a detached storage building/shop. Per the Zoning Ordinance, an Accessory Apartment is allowed in the R-1, Single Family zoning district with approval of an SUP. The SUP process allows Staff, the Commission, and the City Council the opportunity to review, and impose conditions if necessary on such development.

The purpose of the SUP is to convert the existing storage building into a small dwelling unit. The storage building is approximately 600 square feet in size. The applicant is proposing to convert the building into a 656 square foot one-bedroom apartment, slightly expanding the existing footprint on the rear of the structure by 6 feet. The main living area will be on the first floor, with a small bedroom located in an upper-level loft. The maximum area permitted for accessory apartments is no more than 30% of the main structure. The total square feet of the proposed apartment will be approximately 25.5% of the area of the main home, well within the maximum permitted.

There will be no separate utility meters or connections for the new dwelling unit. The applicant, Lidia Harber, currently lives in the main home. She has stated that she plans to use the accessory apartment as her new primary residence and her daughter will occupy the main house.

Adjacent Land Use & Zoning
The subject property is zoned R-1, Single Family and is currently developed as a single family residence with a detached storage building. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family Residential	R-1 Single Family	Single Family
East	Single Family Residential	R-1 Single Family	Single Family
South (across E. Lakewood)	Single Family Residential	R-1 Single Family	Single Family
West	Single Family Residential	R-1 Single Family	Single Family

The surrounding area is predominately zoned and developed with single family residences. The proposed SUP will not change the uses permitted under the current R-1 zoning district.

STAFF REVIEW:
Per Section 118.139 of the Zoning Ordinance, a Specific Use Permit may be approved if all of the following conditions have been found:

Compatibility. The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;
The proposed accessory apartment is to be located on a 0.7 acre lot, behind the existing residence. The zoning ordinance requires at least 0.19 acres for each dwelling unit in an R-1, Single Family neighborhood. The addition of an accessory dwelling unit to this tract will not significantly affect the density of the neighborhood, and thus is compatible with the surrounding single family properties. The accessory apartment will also be designed to match the building materials and architectural style of the main home.

Orderly growth and development. The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
The SUP will not impede the development of the adjacent vacant property to the east.

Supporting Facilities. Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;
Utilities and road access already exist, and there will be no separate public utility connections for the accessory apartment. The proposed SUP adds just over 100 square feet of additional impervious area to the property; therefore drainage will not be negatively affected.

Drives and Parking. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;
The proposed accessory apartment is located at the end of the existing driveway. The main house has an attached 2-car garage, and the existing driveway is large enough to accommodate parking for the accessory apartment as well as guest parking.

Nuisances. Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;
The applicant is proposing to utilize the existing footprint of the storage building and increase the height of the structure by adding a small bedroom loft and pitched roof to match the architectural style of the main house. The entrance into the dwelling area will be facing the street, and there will be transom windows added to the upper-level of the front facade to allow light and air in the bedroom/loft space. No additional openings or lighting are proposed on the upper level of the building.

Lighting. Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;
Outdoor lighting must meet the City's lighting ordinance restrictions, i.e. only downlighting, no spillover lighting onto neighboring properties.

Landscaping. Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;
The property has several large mature trees in the front and back yard. Properties zoned single

family are not required to comply with the landscaping ordinance.

Comprehensive Plan. The proposed use is in accordance with the comprehensive plan.
Future Land Use
The 2003 Future Land Use Plan designates this area as Single Family Residential. The Comprehensive Plan describes the Single Family Residential future land use designation as, "Conventional one-family detached dwellings (also includes duplexes)." The Future Land Use designation in this area is consistent with the current R-1 zoning of the property. Approval of the SUP will not change the land uses permitted by the current underlying zoning district.

Notices:
Staff mailed 17 notices to property owners within the 200 foot notification area. At the time that this report was written, Staff has received one (1) written response in opposition of the request from the property owner residing at 227 E. Lakewood St. The resident stated that she is concerned the apartment will be used for rental purposes and doesn't want any additional lease properties in the neighborhood.

Neighborhood Input: The applicant held a neighborhood meeting for the property owners within 500 feet of the subject property on January 24th to discuss and answer questions about the request. Nine (9) of the surrounding property owners attended the meeting. There was general discussion regarding the SUP process and the accessory apartment. The residents were generally supportive of the SUP. The resident of 227 E. Lakewood St. was not in attendance.

This zoning application was also subject to the additional noticing practices that were approved by City Council in January, 2021. These included: a zoning notice sign located on the subject property; notices published on the City's Planning & Zoning webpage and social media platforms; and, mailed courtesy notices to property owners within 500 feet of the subject property.

RECOMMENDATION:
P&Z Recommendation
The P&Z Commission heard this item on February 13, 2023 and voted unanimously (5-0) to approve the Specific Use Permit for an Accessory Apartment.

Staff Recommendation
Staff supports the recommendation of the P&Z Commission to approve the Specific Use Permit.

FINANCIAL:
No financial impact associated with this item

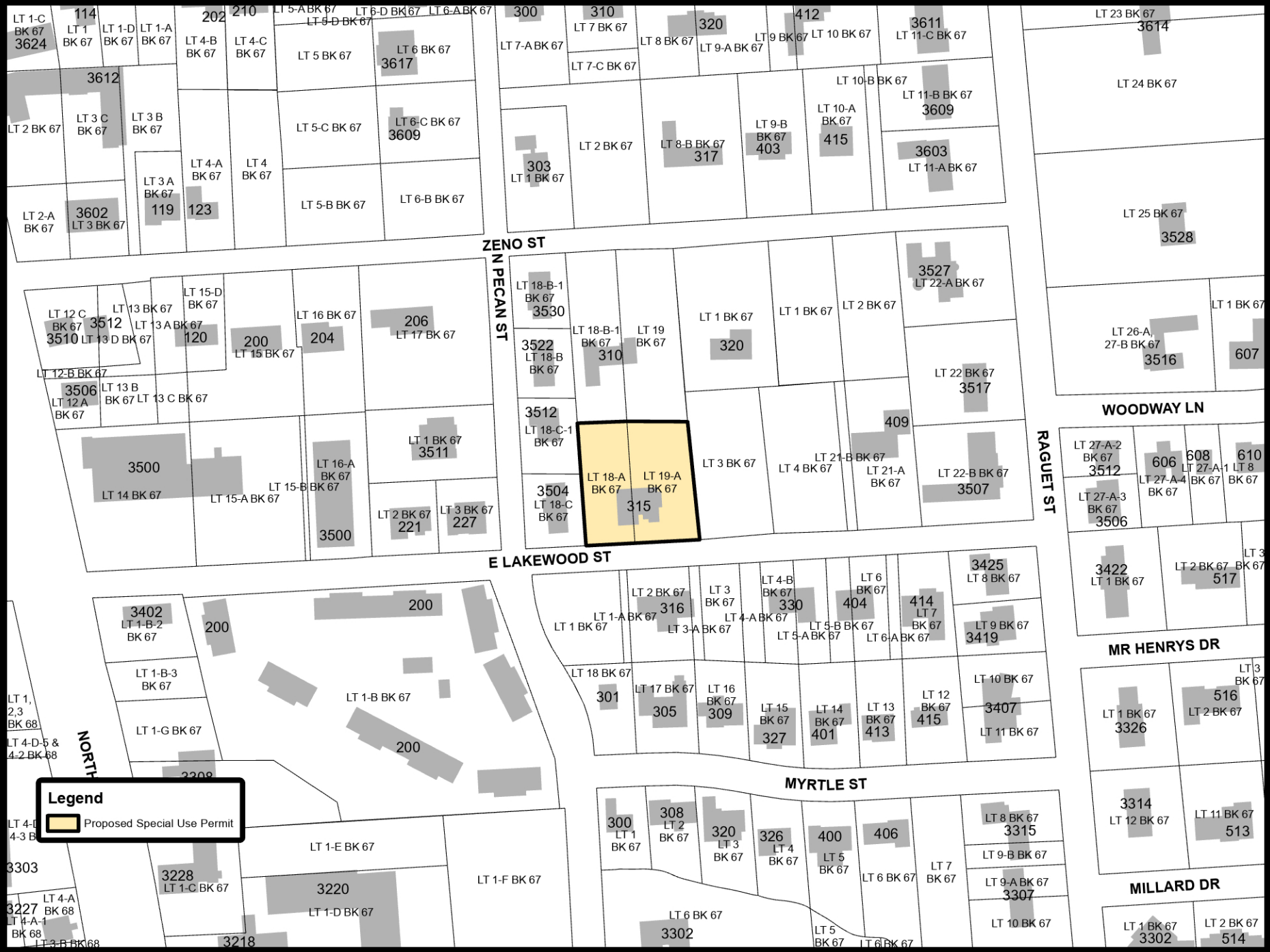
COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Alaina Helton, AICP, City Planner
heltona@nactx.us
(936) 559-2572

ATTACHMENTS:
1. Location Map
2. Aerial Map
3. Zoning Map

4. Future Land Use Map
5. Notification Map
6. Response Form
7. Site Plan Exhibit & Renderings
8. Site Photos
9. Ordinance

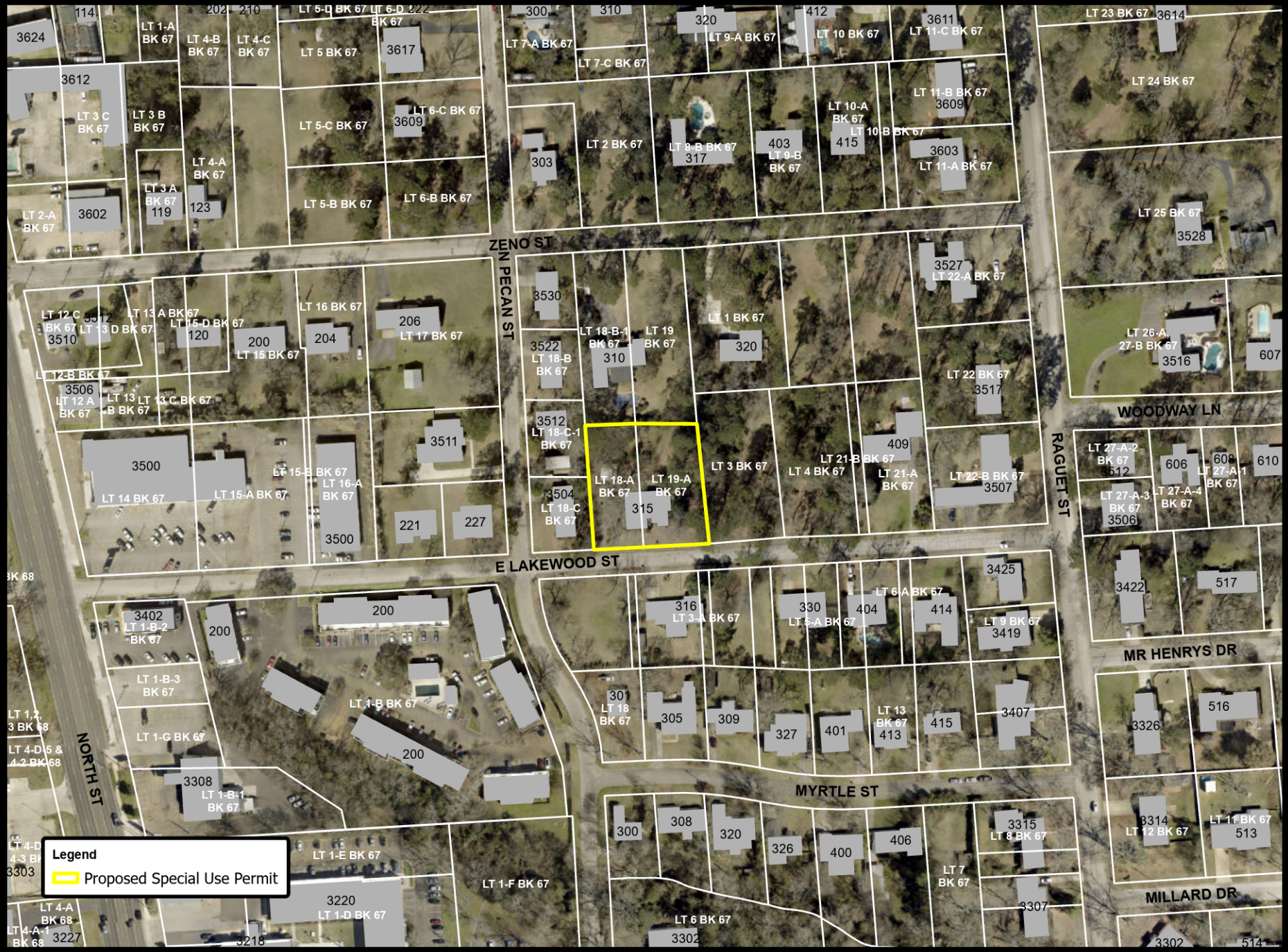
SUP 2023-01



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Date Created: January 19, 2023 Software: ArcGIS Pro 3.0.3

SUP 2023-01



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 50 100 200 Feet

Date Created: January 19, 2023 Software: ArcGIS Pro 3.0.3

SUP 2023-01

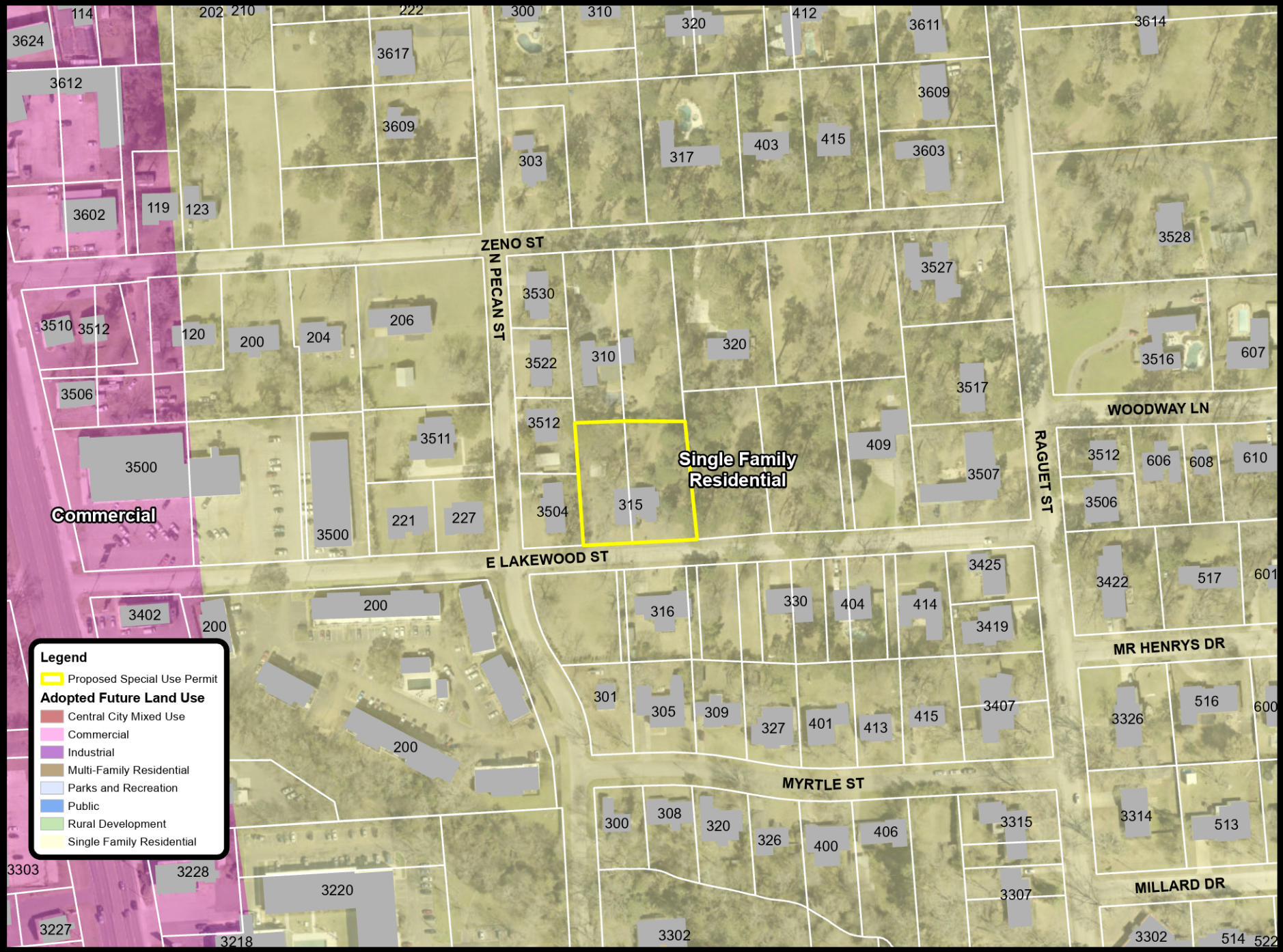


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0 50 100 200 Feet

Date Created: January 19, 2023 Software: ArcGIS Pro 3.0.3

SUP 2023-01



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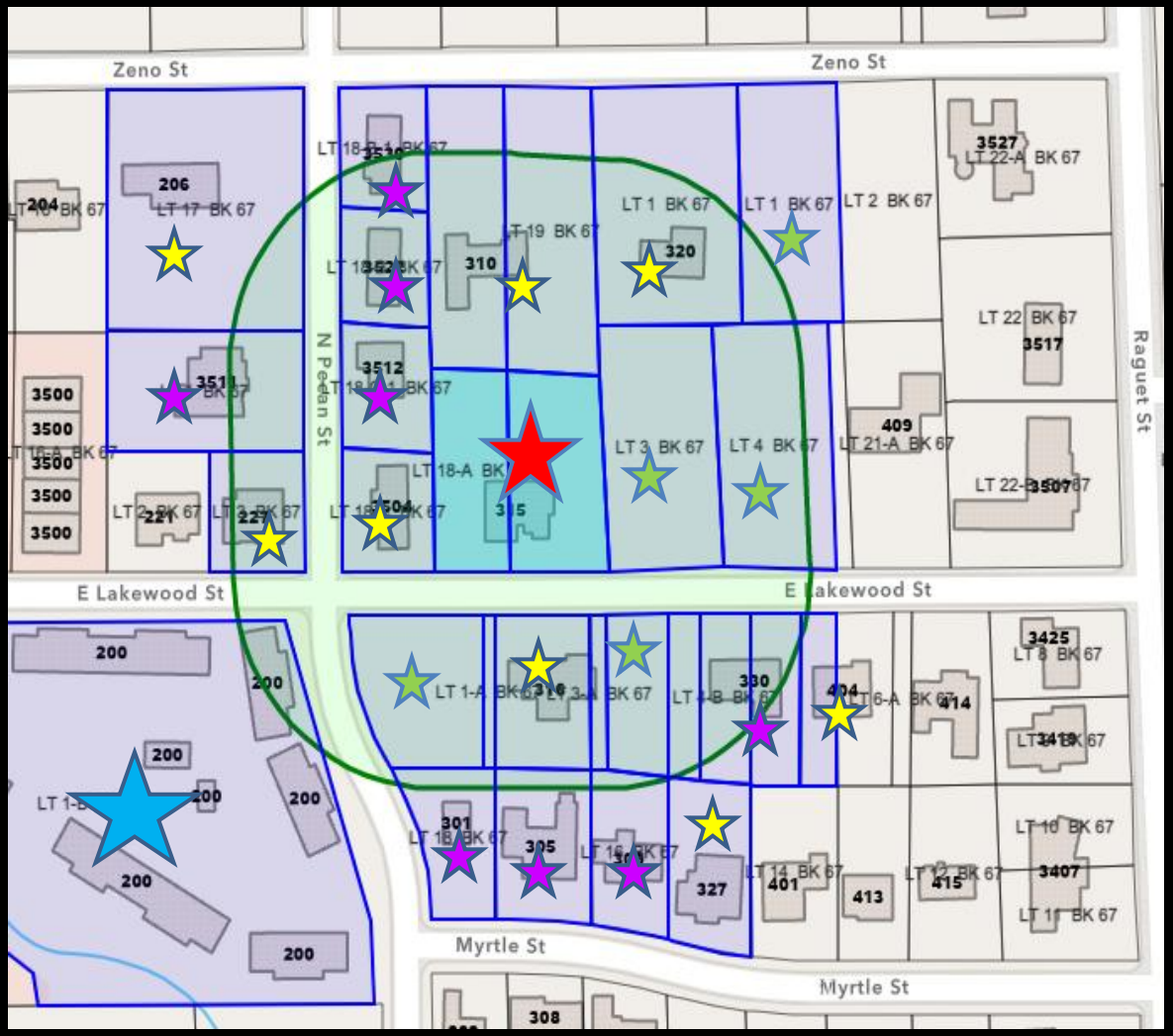
Date Created: January19, 2023 Software: ArcGIS Pro 3.0.3

200 Foot Notification Map

SUP2023-01: 315 E. Lakewood St.

Legend

- 200 Foot Buffer
- Proposed Zone Change
- Multifamily
- Single Family- Rental
- Single Family- Owner Occupied
- Undeveloped



Nacogdoches
the oldest town in Texas

#17

Response Form

Project Number: SUP2023-01
315 East Lakewood Street

You may make your views known by completing this form and returning it to the Planning & Zoning department. You may also make your views known in person by attending the public hearings. Please complete and return form to:

City of Nacogdoches Planning & Zoning Department
Attn: Aimee Cloutier
PO Drawer 635030
Nacogdoches, TX 75963

You may also email a copy to Rhonda Lewis, cloutiera@nactx.us

---

Project Number: SUP2023-01

Please circle one: ☐ In favor of request ☒ Opposed to request

Comments:

Signature: Karissa Merket

Printed Name: Karissa Merket

Street Address: 827 E Lakewood St

City, State and Zip Code: Nac, TX 75965

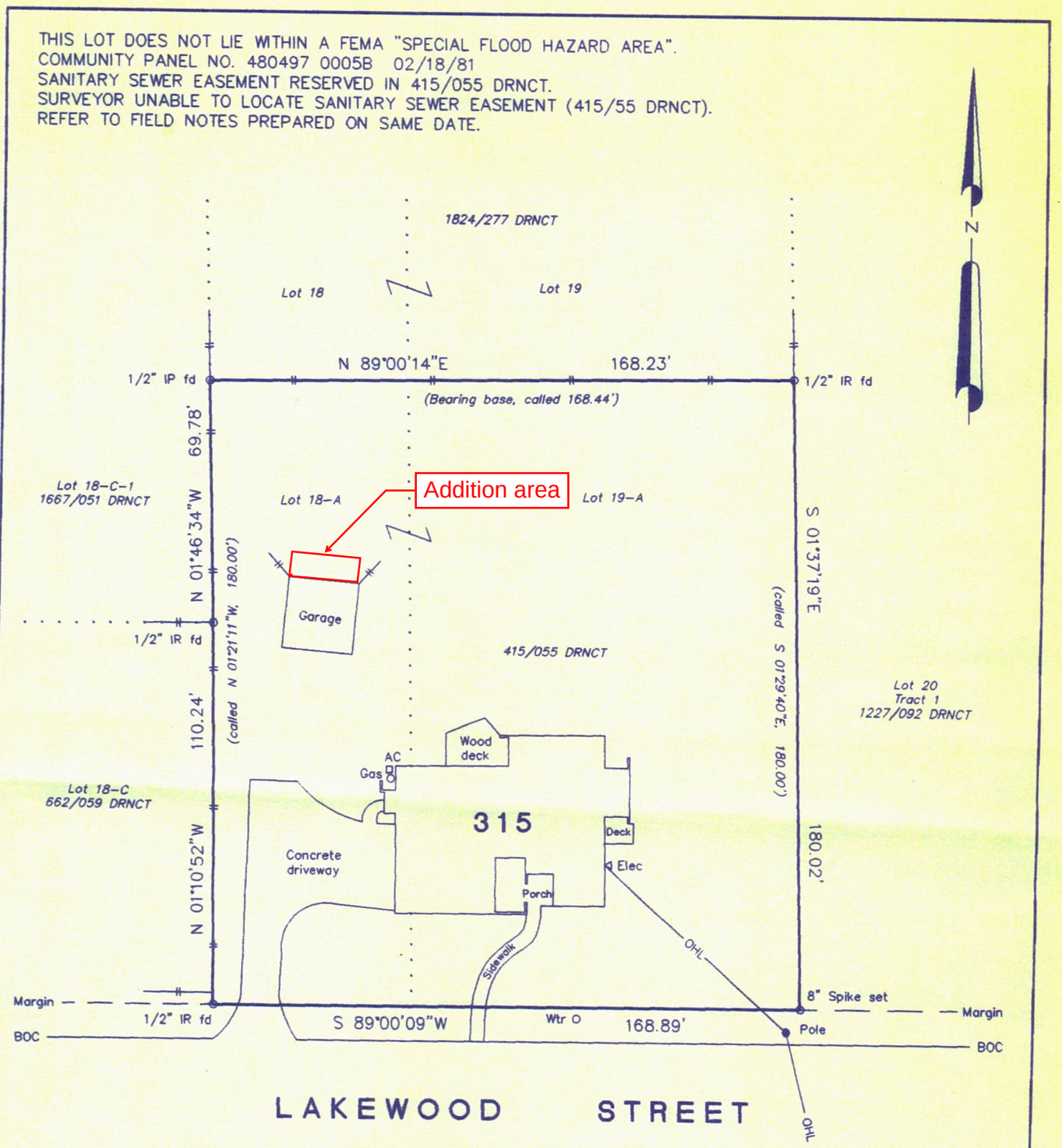
Phone Number: 972-742-1593

Email Address: karissa_30@yahoo.com

Physical Address of Property within 200 Feet: _____

City of Nacogdoches
202 E. Pilar – PO Drawer 635030 – Nacogdoches, TX 75963
936-559-2574 Fax 936-559-2910 www.nactx.us
Home of Stephen F. Austin State University www.sfasu.edu

SUP2023-01: Site Plan



SURVEYED FOR
LIDIA AND GREG HARBER
LOTS 18-A AND 19-A (2/33 PRNCT)
NORTH HEIGHTS ADDITION
NACOGDOCHES, TEXAS
SCALE: 1" = 40' APRIL 8, 2003

I, Jeffrey D. Opperman, a duly Registered Professional Land Surveyor for the State of Texas, hereby certify that the above plat of the property surveyed for LIDIA AND GREG HARBER and being LOTS 18-A AND 19-A of the NORTH HEIGHTS ADDITION in the City of Nacogdoches, Texas is true and correct and was drawn from a survey made by me on the ground the 8th day of April, 2003.

REGISTERED PROFESSIONAL LAND SURVEYOR NO.4168

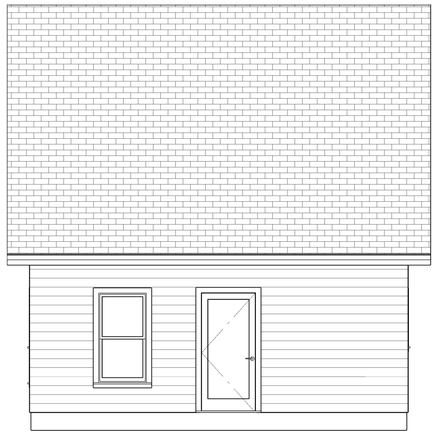
STATE OF TEXAS REGISTERED JEFFREY D. OPPERMAN 4168 PROFESSIONAL LAND SURVEYOR

MS/GHARB18

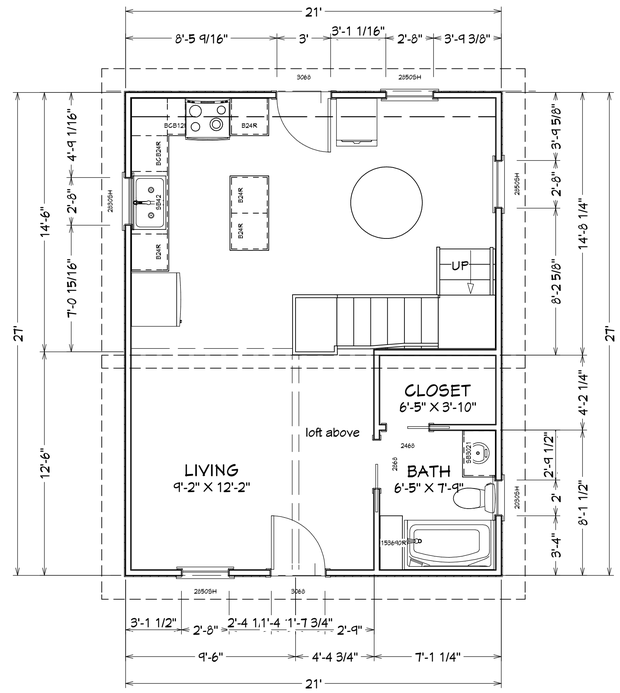
SUP 2023-01: Renderings & Floor Plan



Exterior Elevation Front

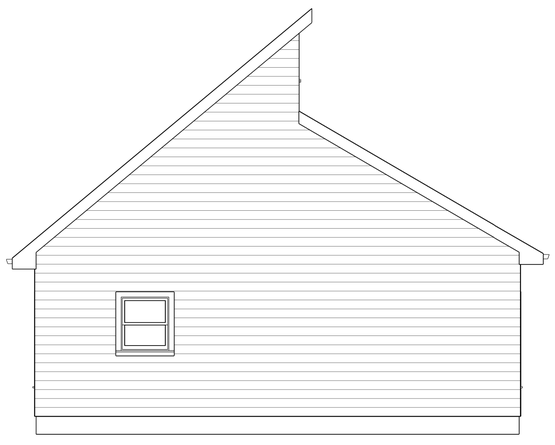


Exterior Elevation Back

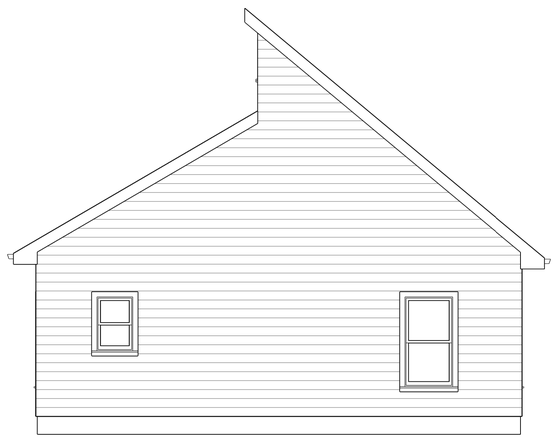


LIVING AREA
567 SQ FT
E9
P-1

1st Floor



Exterior Elevation Left



Exterior Elevation Right

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

PAGE TITLE

DRAWINGS PROVIDED BY:

DATE:
1/31/2023

SCALE:

SHEET:
P-1

Site Photos: SUP2023-01



Subject property.





Detached garage to be renovated.





Street view of adjacent residential properties.



ORDINANCE NO. 1956-02-23

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR AN ACCESSORY APARTMENT LOCATED WITHIN THE R-1, SINGLE FAMILY ZONING DISTRICT, BEING LOTS 18-A AND 19-A, CITY BLOCK 67, LOCATED AT 315 EAST LAKEWOOD STREET, IN NACOGDOCHES, TEXAS, PROVIDING REQUIREMENTS AND CONDITIONS FOR SAID SPECIFIC USE PERMIT; CONTAINING FINDINGS; PROVIDING A REPEAL CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Specific Use Permit process allows the Planning and Zoning Commission and City Council to consider the conditions specific to individual tracts of land and operational characteristics of various businesses; and

WHEREAS, Lidia Harber, filed an application for a Specific Use Permit for an Accessory Apartment on property that is currently zoned as R-1, Single Family; located at 315 E. Lakewood Street, said tract being legally described as Lots 18-A and 19-A, City Block 67 (the "Property"), and situated within the corporate limits of the City of Nacogdoches, Texas (the "City"), being more particularly described in **Exhibit "A",** attached hereto and made a part hereof for all purposes; and

WHEREAS, the Owner of the Property, through its above mentioned and duly authorized representatives, has presented an application to the City for a Specific Use Permit to use said Property for the purpose of a Accessory Apartment (the "Specific Use"), as authorized by the City's Zoning Ordinance; and

WHEREAS, after satisfaction of all conditions precedent required by law, the Planning and Zoning Commission held a public hearing and did make recommendation to City Council for approval of the Specific Use Permit application submitted for the above referenced site; and

WHEREAS, after satisfaction of all conditions precedent required by law and receiving the recommendation of the Planning and Zoning Commission, the City Council conducted a public hearing, and immediately thereafter approved the application for the Specific Use Permit allowing for the construction, operation and maintenance of an Accessory Apartment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NACOGDOCHES, TEXAS:

SECTION I
Findings.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and same are deemed to be in furtherance of a public purpose.

SECTION II
Approval of Specific Use Permit

Pursuant to the requirements of Chapter 118 of the Code of Ordinances of the City of Nacogdoches, Texas, a Specific Use Permit is hereby approved allowing for the construction, operation and maintenance of an Accessory Apartment at the above described location, as shown in **Exhibit "B"**.

SECTION III
Repeal

This Ordinance shall in no manner repeal, amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the Specific Use Permit as herein provided.

SECTION IV
Effective Date

This Ordinance shall take effect following its passage and publication as may be required by governing law.

SECTION V
Severability

If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION VI
Proper Notice and Open Meetings

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VII
Filing

The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches, Texas.

PASSED AND APPROVED, this the ____ day of _____, 2023, by a vote of ____(*ayes*) to _____ (*nays*) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

_____
JAN VINSON, City Secretary

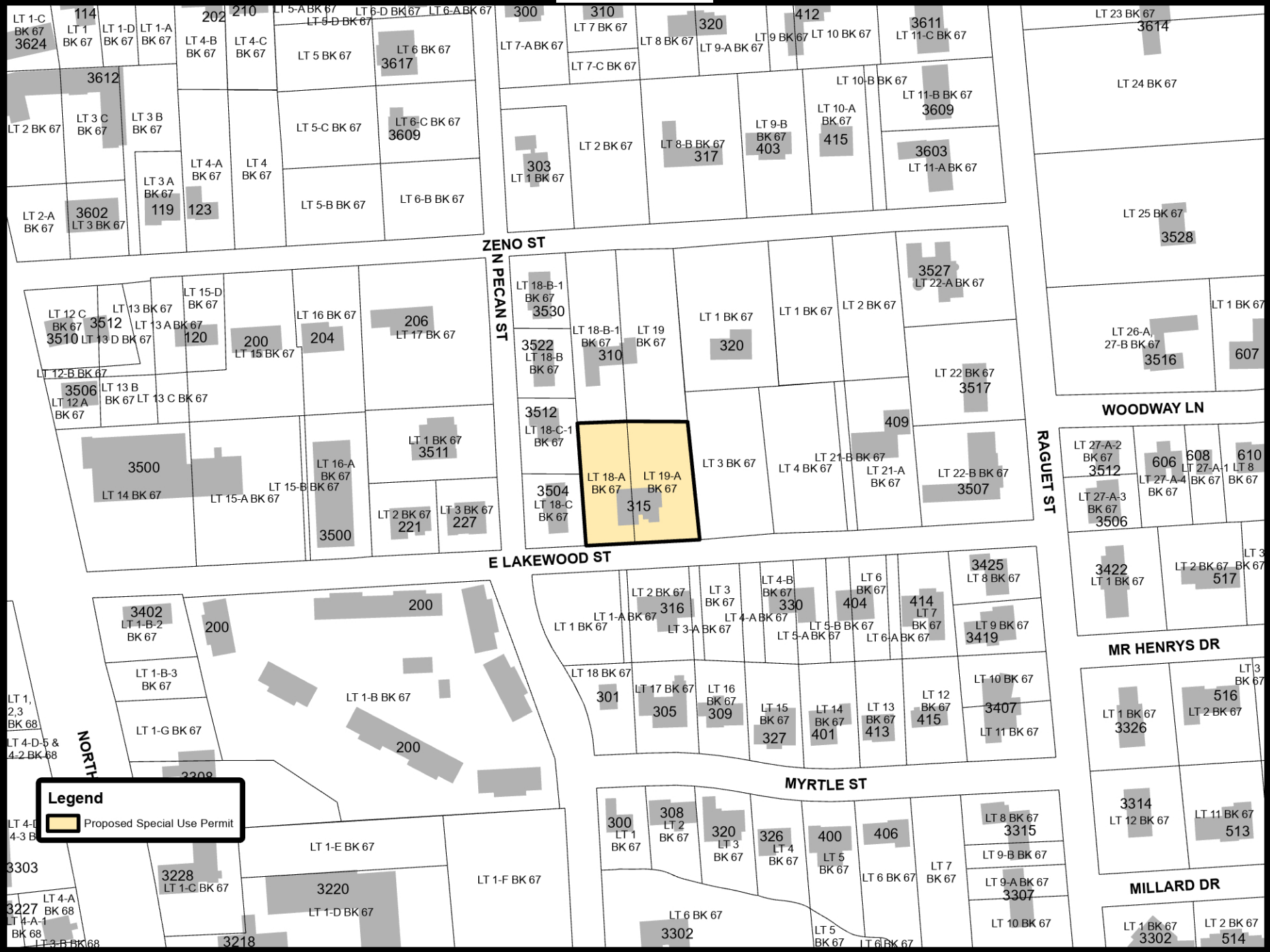
APPROVED AS TO FORM:

_____
STEVEN KIRKLAND, City Attorney

APPROVED AS TO CONTENT:

_____
ALAINA HELTON, City Planner

Exhibit A

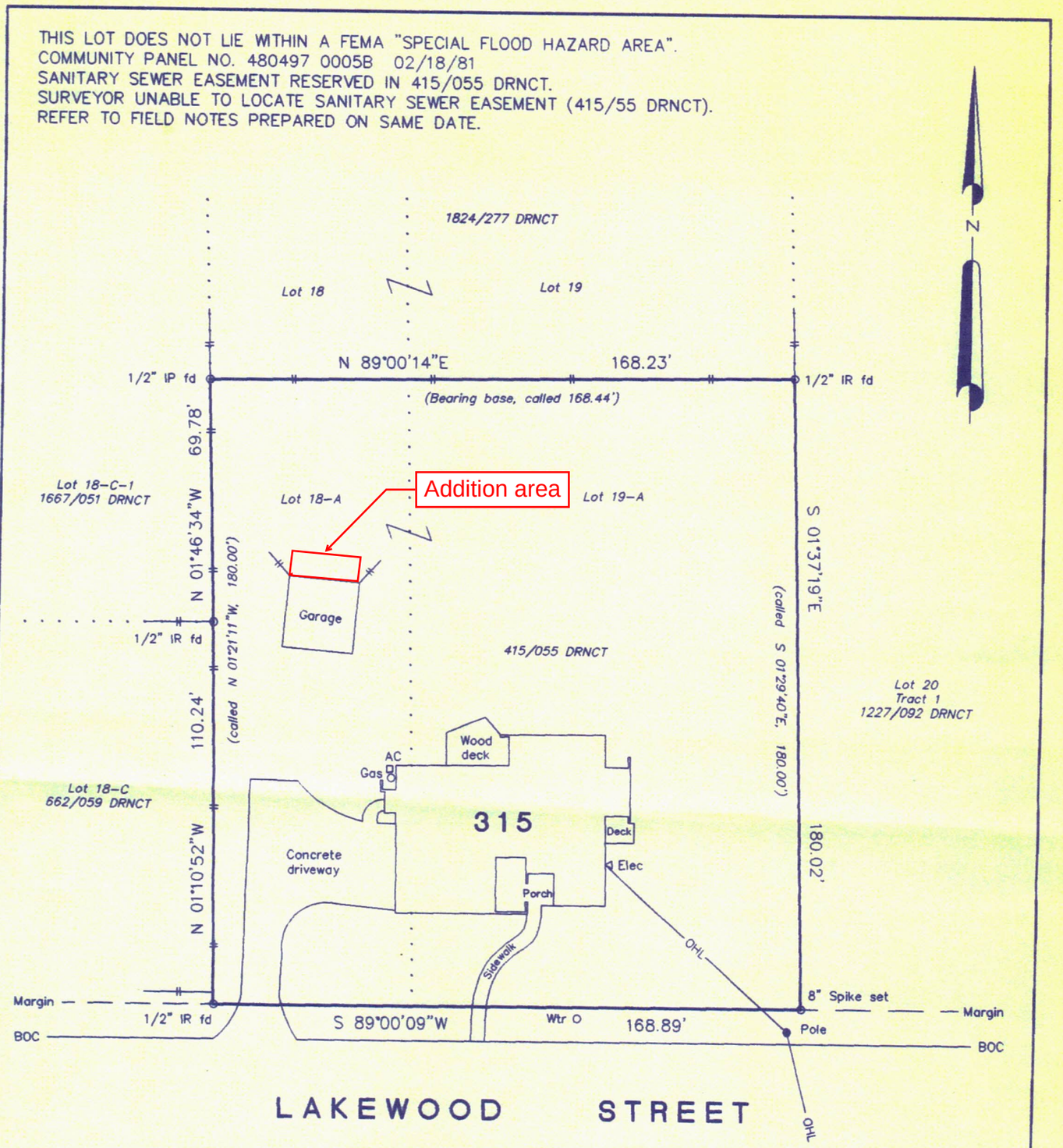


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Date Created: January 19, 2023 Software: ArcGIS Pro 3.0.3

SUP2023-01: Site Plan

Exhibit B



SURVEYED FOR
LIDIA AND GREG HARBER
LOTS 18-A AND 19-A (2/33 PRNCT)
NORTH HEIGHTS ADDITION
NACOGDOCHES, TEXAS
SCALE: 1" = 40' APRIL 8, 2003

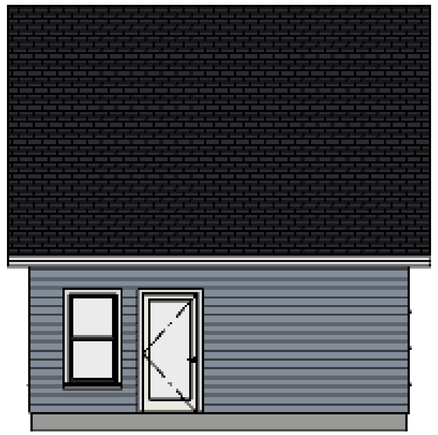
I, Jeffrey D. Opperman, a duly Registered Professional Land Surveyor for the State of Texas, hereby certify that the above plat of the property surveyed for LIDIA AND GREG HARBER and being LOTS 18-A AND 19-A of the NORTH HEIGHTS ADDITION in the City of Nacogdoches, Texas is true and correct and was drawn from a survey made by me on the ground the 8th day of April, 2003.

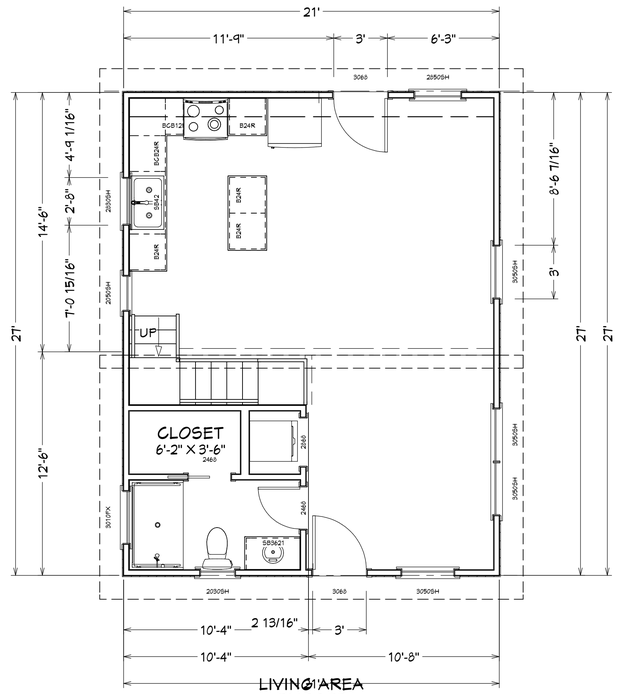
REGISTERED PROFESSIONAL LAND SURVEYOR NO.4168

STATE OF TEXAS REGISTERED JEFFREY D. OPPERMAN 4168 PROFESSIONAL LAND SURVEYOR

MS/GHARB18



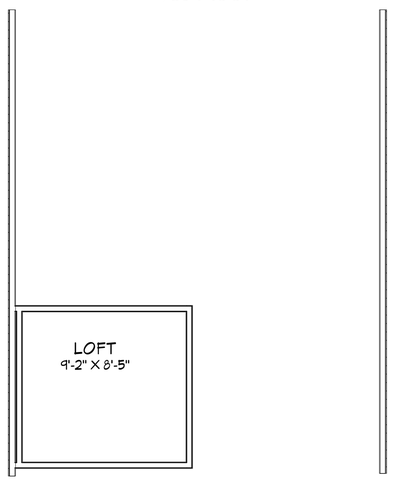








1st Floor



LIVING AREA
89 SQ FT

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

PAGE TITLE

DRAWINGS PROVIDED BY:

DATE:
2/9/2023

SCALE:

SHEET:
P-1

PRESENTER: Veronica Amoe, Historic Sites Manager

ITEM/SUBJECT: Consider approval of Zion Hill Baptist Church Historic Site fee schedule. (Historic Sites Manager)

SUMMARY/BACKGROUND: The Zion Hill Baptist Church Historic Site is one of four historic sites owned and maintained by the City of Nacogdoches. This 1914 African American Church has been thoroughly restored by the Nacogdoches County Historical Foundation and the City of Nacogdoches Historic Sites Division. The long term plan for this property is for it to serve several different purposes. The building will be home to a museum dedicated to African American history, it will be used as a community gathering place with community planned and division planned events and it will also be rented as an event facility.

City staff researched similar rental facilities in order to prepare a rental pricing guide for the Zion Hill Baptist Church Historic Site. Staff reached out to locations comparable to Zion Hill either because of size and capacity, age and use or location. The goal is to set a price point that is attainable in our market but also have deposits and policies in place that help us ensure the building is protected.

There are several different rental options with different price points which should lead to flexibility with building use. This will allow the building to have open hours for the museum while also allowing for limited rentals during the week and on weekends.

Historic Sites staff presented these fees to City Council on February 7, 2023 and received no requests for changes.

FINANCIAL:
Item is estimated to generate additional revenue in the future.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Veronica Amoe, Historic Sites Manager
amoev@nactx.us
936-560-4441

ATTACHMENTS:
1. Rental Fees
2. PowerPoint Presentation

Nacogdoches
the oldest town in Texas

Proposed Venue Fees for Zion Hill Baptist Church

Rental Pricing:

Rental Type	Times	Includes	Pricing	Damage Deposit	Insurance
Complete Building Weekend	Friday 4pm-7pm Saturday 8am-10pm Sunday 8am-12pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	$2400	$800	Required
Complete Building One-Day	Friday, Saturday or Sunday 8am-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	$1200	$800	Required
Complete Building Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	$800	$800	n/a
Basement Rental Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guest: 20 Use of basement and kitchenette	$50/hr	n/a	n/a

Market Research

When researching venue fees, we sought out venues that were similar to Zion Hill either by being a historic church, a venue that also served as a museum, a venue of similar capacity or a venue that is located in Nacogdoches. We also spoke with a number of venue coordinators to seek out their advice on operations and fees.

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Proposed Venue Fees for Zion Hill Baptist Church

List of Venues and Description

The Heritage Society: St. John's Church Houston, TX	St. Johns Church is a 1891 historic church operated by the Heritage Society of Houston, TX. The church is a historic site that is open to visitors when not as used as a venue. The church building is smaller with less capacity. The church is in a metropolitan area.
Millard's Crossing: Chapel. Nacogdoches, TX	The Chapel at Millard's Crossing is a 1905 historic church. Millard's Crossing serves the same area as Zion Hill. The church building is smaller with less capacity. The chapel is used as a historic site/museum when not in use as a venue.
Felicity Church New Orleans, LA	Felicity Church is a 1888 historic church. The building is primarily used as a venue rather than a museum. The church serves a larger population.
Liberty Hall Nacogdoches, TX	Liberty Hall is another event space operated by the City of Nacogdoches. This space is primarily used as an event venue. It has a smaller capacity.
The Barn Nacogdoches, TX	The Barn is a rustic event venue in Nacogdoches. Ist is a larger venue with a higher capacity.
Fredonia Hotel Nacogdoches, TX	The Fredonia Hotel offers several room options for events in Nacogdoches. We looked at the pricing for their spaces with similar capacity.
Tobacco Warehouse Nacogdoches, TX	Tobaccos Warehouse is an event venue in downtown Nacogdoches, TX. The space is used primarily for events and has a similar capacity as Zion Hill.
Farmers Branch Historical Park Farmers Branch, TX	The church on the site is a 1890s church, the building is smaller with less capacity. The church is used for tours along with other historic buildings when not in use as a venue.
The Bryan Museum Galveston, TX	The Bryan Museum was not used as a price comparison, but rather as a reference for venue operations The museum has large venue space on the property for weddings and events.

Chris Jones, Owner
Felicity Church, New Orleans
Chris shared his rental agreements and spoke on the phone to us about operating a historic church as a venue. He has operated the Felicity Church venue since 2011.

Peter Ochoa, Director of Events
Bryan Museum, Galveston
Peter shared a lot of advice and information about running a museum and event venue.

Alison Bell, Executive Director
Heritage Society, Houston
Alison shared their rental agreement forms with us and shared advice of running a historic church as a venue.

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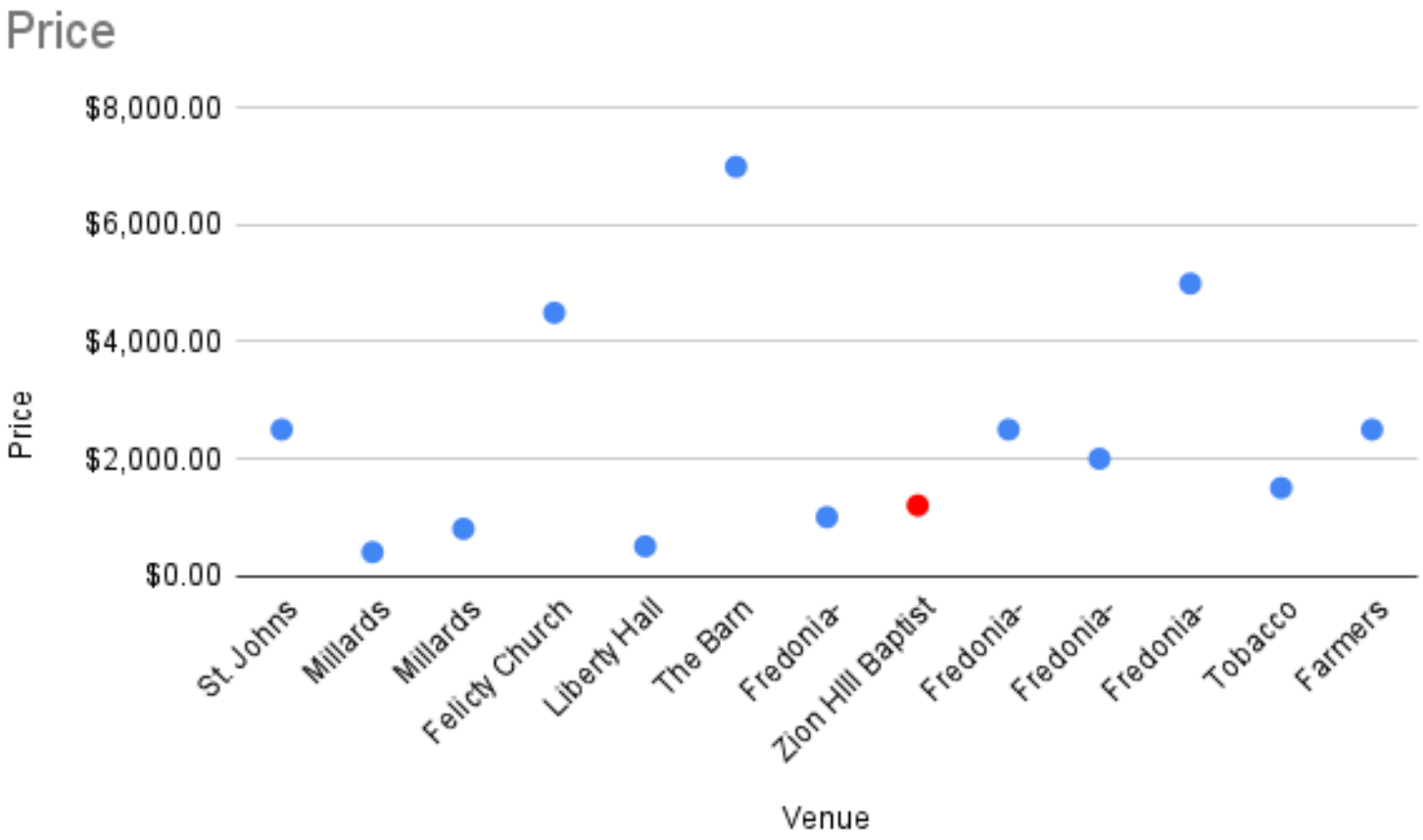
Proposed Venue Fees for Zion Hill Baptist Church

Venue Fee Comparisons

Venue	Location	Venue Type	Capacity (banquet)	Rental Time	Price
Millard's Crossing (Church)	Nacogdoches, TX	1905 historic church	75-100	1-day	$400.00
Liberty Hall	Nacogdoches, TX	Rustic event lodge	75	1 day	$420-$500
Millards's Crossing (Barn)	Nacogdoches, TX	Event Barn (1950s)	150	1 day	$800
Fredonia-Banita Ballroom	Nacogdoches, TX	Hotel Meeting Room	150	1 Day	$1,000
Zion HIll Baptist Church Historic Site	Nacogdoches, TX	1914 historic church	180	1 day	$1,200
Tobacco Warehouse	Nacogdoches, TX	Historic Building/venue	175	1 Day	$1,500
Fredonia-Convention Room B	Nacogdoches, TX	Hotel Meeting Room	250	1 Day	$2,000
St. Johns Church	Houston, TX	1891 historic church	65	4 hours	$2,500.00
Fredonia-Convention Room A	Nacogdoches, TX	Hotel Meeting Room	250	1 Day	$2,500
Farmers Branch Historical Park	Farmers Branch, TX	1890s Church + grounds	75-100	6 hours	$2,500
Fredonia-Convention Room	Nacogdoches, TX	Hotel Meeting Room	650	1 Day	$5,000
Felicity Church	New Orleans. LA	1888 historic church	246	5 hours	$2,500-$6,000
The Barn	Nacogdoches, TX	Rustic Barn Venue	275	All day Friday and Saturday	$6,000-$8,000

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Proposed Venue Fees for Zion Hill Baptist Church



Historic Sites Division

Zion Hill Venue Fee Proposal

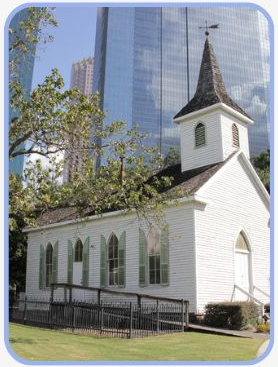


Proposed fees for facility rental.

Market Research

We researched similar venues and spoke to a number of venue coordinators.

ST. John's Church
Houston, TX



Conversed with:
Alison Bell-ED
and viewed
Rental Information

Felicity Church
New Orleans, LA



Conversed with:
Chris Jones-Manager
and viewed
Rental Information

Bryan Museum
Galveston, TX



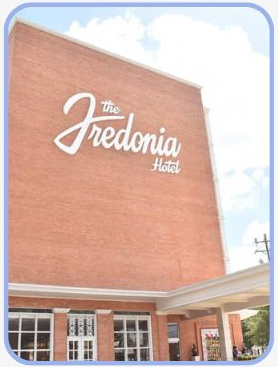
Conversed with:
Peter Ochoa-Director
and viewed
Rental Information

Millard's Crossing
Nacogdoches, TX



Viewed
Rental Information

Fredonia Hotel
Nacogdoches, TX



Conversed with
Event Coordinator
and viewed
Rental Information

Venue Fees

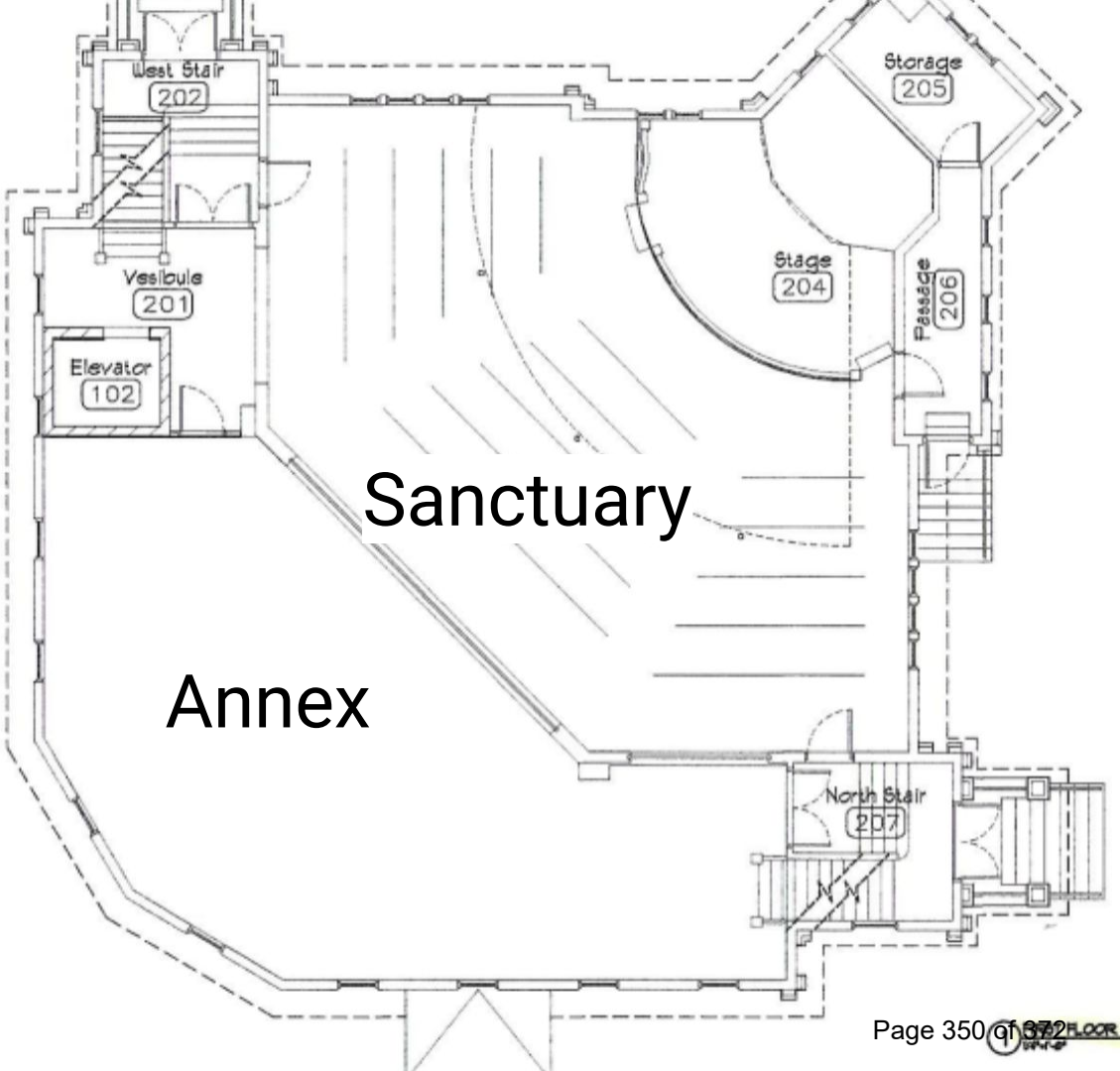
Rental Type	Times	Includes	Pricing	Damage Deposit	Insurance
Complete Building Weekend	Friday 4pm-7pm Saturday 8am-10pm Sunday 8am-12pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	$2400	$800	Required
Complete Building One-Day	Friday, Saturday or Sunday 8am-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	$1200	$800	Required
Complete Building Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guests: 180 Use of basement, kitchenette, sanctuary and annex	$800	$800	n/a
Basement Rental Evening	Choice of evening between Monday and Thursday 4pm-10pm	Number of guest: 20 Use of basement and kitchenette	$50/hr	n/a	n/a

Complete Building Rental Includes:

- Sanctuary
- Annex
- Basement multipurpose area
- Kitchenette
- Bathrooms

Evenings, 1-day or weekend rental





Basement Rental Includes:

- Basement multipurpose area
- Kitchenette
- Bathrooms

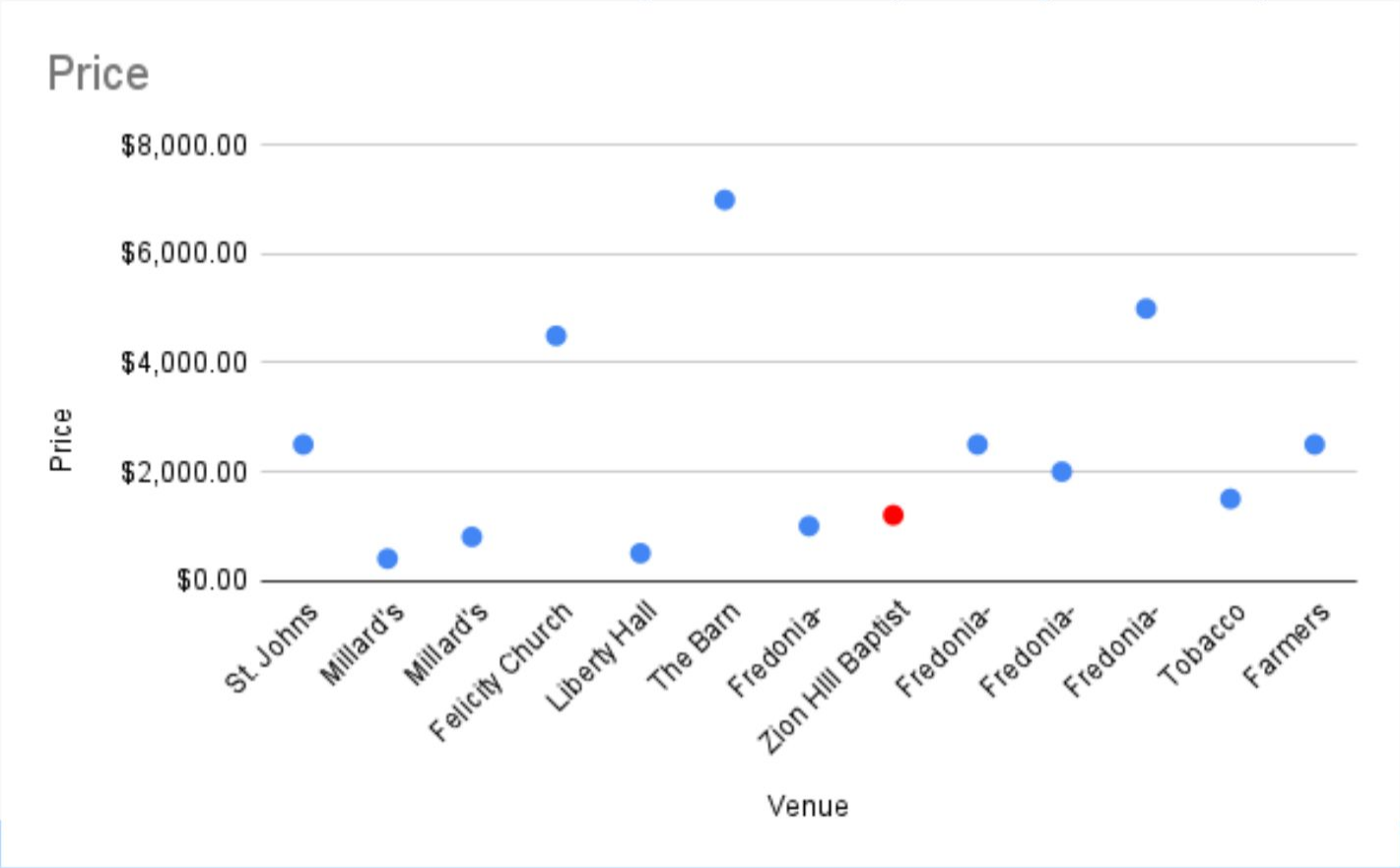
Evening rental
Monday-Thursday 4pm-10pm





Venue	Location	Venue Type	Capacity	Rental Time	Price
Millard's Crossing (Church)	Nacogdoches, TX	1905 historic church	75-100	1-day	$400
Liberty Hall	Nacogdoches, TX	Rustic event lodge	75	1 day	$420-$500
Millards's Crossing (Barn)	Nacogdoches, TX	Event Barn (1950s)	150	1 day	$800
Fredonia-Banita Ballroom	Nacogdoches, TX	Hotel Meeting Room	150	1 Day	$1,000
Zion Hill Baptist Church Historic Site	Nacogdoches, TX	1914 historic church	180	1 day	$1,200
Tobacco Warehouse	Nacogdoches, TX	Historic Building/venue	175	1 Day	$1,500
Fredonia-Convention Room B	Nacogdoches, TX	Hotel Meeting Room	250	1 Day	$2,000
St. Johns Church	Houston, TX	1891 historic church	65	4 hours	$2,500
Fredonia-Convention Room A	Nacogdoches, TX	Hotel Meeting Room	250	1 Day	$2,500
Farmers Branch Historical Park	Farmers Branch, TX	1890s Church + grounds	75-100	6 hours	$2,500
Fredonia-Convention Room	Nacogdoches, TX	Hotel Meeting Room	650	1 Day	$5,000
Felicity Church	New Orleans. LA	1888 historic church	246	5 hours	$2,500-$6,000
The Barn	Nacogdoches, TX	Rustic Barn Venue	275	All day Friday and Saturday	$6,000-$8,000

Zion Hill Fee Comparison (1-day rental)



Questions?

City Council Meeting

Date: February 21, 2023

Agenda Item: 6.D.

PRESENTER: Scott Weems, Police Chief

ITEM/SUBJECT: Receive the 2022 Racial Profiling Report. (Chief of Police)

SUMMARY/BACKGROUND: The 2022 Racial Profiling Report is required by Texas Code of Criminal Procedure Art. 2.132 (b)(7) which states that the chief administrator of the agency is required to submit an annual report of the information collected under Subdivision (6) on motor vehicle stops to:(A) the Texas Commission on Law Enforcement; and (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state. This includes the full report containing data analyzed by this department utilizing the Brazos data system. This report was also submitted to Texas Commission on Law Enforcement (TCOLE) on January 31, 2023.

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Scott Weems, Chief of Police
weemss@nactx.us
936-559-2619

ATTACHMENTS: 1. PowerPoint Presentation

Racial Profiling Report 2022

Mayor and Council Members,

- This 2022 Annual Racial Profiling report is required by **Texas Code of Criminal Procedure Art. 2.132 (b)(7)** which requires the chief administrator of the agency to submit an annual report of the information collected under Subdivision (6) on motor vehicle stops to:

  (A) the **Texas Commission on Law Enforcement**; and

  (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- This includes the full report containing data analyzed by this department utilizing the Brazos data system.
- This data has been sent to the Texas Commission on Law Enforcement (TCOLE) on January 30,2023.

Demographics 2020 Census

- Nacogdoches population- 32,118 (2021).

  The racial and ethnic composition of Nacogdoches are defined by law and reported as

  follows:
- – 50.0% White,
- – 28.0% Black,
- – 0.6% Native American,
- – 1.7% Asian, Pacific Islander,
- – 6.2% reporting two or more races and
- – 19.5% Hispanic or Latino.

Racial Profiling 2022

Location of Stop	Total 8,007
City Street	*6,495*
US Highway	*1,184*
County Road	*11*
State Highway	*305*
Private Property	*12*

Race or Ethnicity	Total 8,007
Alaska Native/ American Indian	*36* *.45%*
Asian/Pacific Islander	*57* *.71%*
Black	*2,948* *36.82%*
White	*3,390* *42.34%*
Hispanic/ Latino	*1,576* *19.68%*

Was Race or ethnicity known prior to stop?	**Total** 8,007
Yes	*722* *9.02%*
No	*7,285* *90.98%*

% of total stops

Gender - Race or Ethnicity

Female	Total
Alaska Native/ American Indian	*9*
Asian/Pacific Islander	*19*
Black	*1,035*
White	*1,467*
Hispanic/ Latino	*460*
TOTAL	*2,990*

Male	Total
Alaska Native/ American Indian	*27*
Asian/Pacific Islander	*38*
Black	*1,913*
White	*1,923*
Hispanic/ Latino	*1,116*
TOTAL	*5,017*

Reason for Stop

Violation of Law	Total Each
Alaska Native/ American Indian	*0*
Asian/Pacific Islander	*0*
Black	*23*
White	*39*
Hispanic/ Latino	*17*
TOTAL	*79*

Pre-Existing Knowledge	Total Each
Alaska Native/ American Indian	*0*
Asian/Pacific Islander	*0*
Black	*25*
White	*26*
Hispanic/ Latino	*14*
TOTAL	*65*

Reason for Stop

Moving Traffic Violation	Total Each
Alaska Native/ American Indian	*31*
Asian/Pacific Islander	*45*
Black	*2,233*
White	*2,540*
Hispanic/ Latino	*1,194*
TOTAL	*6,043*

Vehicle Traffic Violation	Total Each
Alaska Native/ American Indian	*5*
Asian/Pacific Islander	*12*
Black	*667*
White	*785*
Hispanic/ Latino	*351*
TOTAL	*1,820*

Was Search Conducted?

Was Search Conducted?	Yes	No
Alaska Native/ American Indian	0 0%	36
Asian/Pacific Islander	2 0.25%	55
Black	439 54%	2,509
White	221 27.18%	3,169
Hispanic/ Latino	151 18.57%	1,425
TOTAL	813 10.15%	7,194

% of total searches

Reason for Search

% of Search Criteria

Total Searches 813	Consent	Probable Cause	Contraband Plainview	Inventory	Incident to Arrest
Alaska Native/ American Indian	0 0%	0 0%	0 0%	0 0%	0 0%
Asian/Pacific Islander	0 0%	2 0.41%	0 0%	0 0%	0 0%
Black	104 41.43%	307 62.65%	8 40%	13 37.14%	7 41.18%
White	90 35.86%	101 20.61%	9 45%	13 37.14%	8 47.06%
Hispanic/ Latino	57 22.71%	80 16.33%	3 15%	9 25.71%	2 11.76%
TOTAL	251 30.87%	490 60.27%	20 2.46%	35 4.31%	17 2.09%

Contraband Discovered/ Did the finding result in arrest?

Contraband Discovered?	Yes	No
Alaska Native/ American Indian	0	0
Asian/Pacific Islander	2	0
Black	317	122
White	160	61
Hispanic/ Latino	95	56
TOTAL	574	239

Did the finding result in arrest?	Yes	No
Alaska Native/ American Indian	0	0
Asian/Pacific Islander	2	0
Black	84	233
White	50	110
Hispanic/ Latino	20	75
TOTAL	156	418

RESULT OF STOP

Verbal Warning	
Alaska Native/ American Indian	21
Asian/Pacific Islander	33
Black	1,637
White	1,608
Hispanic/ Latino	769
TOTAL	4,068

Written Warning	
Alaska Native/ American Indian	8
Asian/Pacific Islander	12
Black	414
White	507
Hispanic/ Latino	237
TOTAL	1,178

Citation	
Alaska Native/ American Indian	7
Asian/Pacific Islander	10
Black	765
White	1,180
Hispanic/ Latino	528
TOTAL	2,490

Written Warning and Arrest	
Alaska Native/ American Indian	0
Asian/Pacific Islander	0
Black	6
White	2
Hispanic/ Latino	1
TOTAL	9

Citation and Arrest Total	
Alaska Native/ American Indian	0
Asian/Pacific Islander	0
Black	5
White	4
Hispanic/ Latino	1
TOTAL	10

Arrest	
Alaska Native/ American Indian	0
Asian/Pacific Islander	2
Black	121
White	89
Hispanic/ Latino	40
TOTAL	252

Percentages

% of Total Contacts

Race/ Ethnicity	*All Contacts*	Citations	Verbal Warning	Written Warning	Written Warning and Arrest	Citation and Arrest	Arrest
	Number / %	Number / %	Number / %	Number / %	Number / %	Number / %	Number / %
Alaska Native/ American Indian	*36*	70 .28%	21 0.52%	8 0.68%	0 0%	0 0%	0 0%
Asian/Pacific Islander	*57*	10 0.40%	33 0.81%	12 1.02%	0 0%	0 0%	2 0.79%
Black	*2,948*	765 30.72%	1,637 40.24%	414 35.14%	6 66.67%	5 50%	121 48.02%
White	*3,390*	1,180 47.39%	1,608 39.53%	507 43.04 %	2 22.22%	4 40%	89 35.32%
Hispanic/ Latino	*1,576*	528 21.20%	769 18.90%	237 20.12%	1 11.11%	1 10%	40 15.87%
Total	*8,007* *100%*	2,490 100%	4,068 100%	1,178 100%	9 100%	10 100%	252 100%

Arrest Based On

	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant
Alaska Native/American Indian	***0***	***0***	***0***	***0***
Asian/Pacific Islander	***2***	***0***	***0***	***0***
Black	***97***	***2***	***1***	***32***
White	***80***	***1***	***2***	***12***
Hispanic/Latino	***29***	***3***	***0***	***10***
TOTAL	***208***	***6***	***3***	***54***

Was Physical Force Resulting in Bodily Injury Used During Traffic Stop?

	Yes	No
Alaska Native/ American Indian	***0***	***36***
Asian/Pacific Islander	***0***	***57***
Black	***1***	***2,947***
White	***0***	***3,390***
Hispanic/ Latino	***0***	***1,576***
TOTAL	***1***	***8006***

Resulting in Bodily Injury to Suspect	***1***
Resulting in Bodily Injury to Officer	***0***
Resulting in Bodily Injury to Both	***0***

Number of Complaints of Racial Profiling

TOTAL	0
Resulted in Disciplinary Action	0
Did not Result in Disciplinary Action	0

2022 Summary

This is to reaffirm the Nacogdoches Police Department's commitment to:

- unbiased policing in all its encounters between officers and any person;
- reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and
- protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

The Nacogdoches Police Department is compliant with state law as required by statute and has shown a history of compliance.

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:

1. Discuss or deliberate regarding commercial or financial information the governmental body has received from business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and
2. Deliberate the offer of financial or other incentives to business prospects described by Subdivision 1 above.

SUMMARY/BACKGROUND:

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Economic Development

CITY CONTACT: Larissa Philpot-Brown, AICP, Economic Development Director
lphilpot@nedco.org
936-559-1255

ATTACHMENTS:

PRESENTER: Steven Kirkland, City Attorney

ITEM/SUBJECT: Consultation with City Attorney - Pursuant to Texas Government Code Section 551.071, deliberation regarding attorney's advice concerning pending or contemplated litigation or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

SUMMARY/BACKGROUND:

FINANCIAL:
No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES
Not Applicable

CITY CONTACT: Steve Kirkland, City Attorney
kirklands@nactx.us
936-559-2503

ATTACHMENTS: