



## **MEETING MATERIALS**

**April 3, 2013**

**San Jacinto River Authority**



**Region H Water Planning Group**  
**10:00 AM Wednesday**  
**April 3, 2013**  
**San Jacinto River Authority Office**  
**1577 Dam Site Rd, Conroe, Texas**

**AGENDA**

1. Introductions.
2. Review and approve minutes of December 5, 2012 meeting.
3. **Receive public comments on specific issues related to agenda items 4 through 12.** (Public comments limited to 3 minutes per speaker)
4. Receive report on renewal of errors and omissions policy for Region H Planning Group members.
5. Receive presentation from Salt of the Earth Energy regarding a desalination technology and potential water management strategy.
6. Receive request for an amendment to the 2011 Region H Water Plan and consider taking action to initiate a request to the Texas Water Development Board for a plan amendment.
7. Receive update from Consultant Team regarding the schedule and milestones for the development of the 2016 Region H Regional Water Plan.
8. Receive update from Consultant Team and Non-Population Demands Committee regarding revised mining projections for use in development of the 2016 Region H Regional Water Plan and consider approval.
9. Receive update from Consultant Team and Population Demands Committee regarding draft population and demand projections for use in development of the 2016 Region H Regional Water Plan.
10. Receive report regarding recent and upcoming activities related to communications and outreach efforts on behalf of the Region H Planning Group.
11. Consider adoption of a resolution of support for infrastructure financing legislation.
12. Agency communications and general information.
13. **Receive public comments.** (Public comments limited to 3 minutes per speaker)
14. Next Meeting: July 3, 2013.
15. Adjourn



## Agenda Item 2

Review and approve minutes of December 5, 2012 meeting.



**MINUTES**  
**REGION H WATER PLANNING GROUP MEETING**  
**10:00 A.M.**  
**December 5, 2012**  
**SAN JACINTO RIVER AUTHORITY**  
**GENERAL AND ADMINISTRATION BUILDING**  
**1577 DAM SITE ROAD**  
**CONROE, TEXAS**

**MEMBERS PRESENT:** David Bailey, Robert Bruner, Jun Chang, Mark Evans, Art Henson, John Hofmann, Jace Houston, John Howard, Robert Istre, Gena Leathers, Ted Long, Ron Neighbors, Jimmie Schindewolf, William Teer, Steve Tyler, and C. Harold Wallace

**DESIGNATED ALTERNATES:** Mary Carter for John Bartos, Charles Dean for John Blount, Paul Nelson for Kathy Jones, and Tom Michel for Marvin Marcell

**MEMBERS ABSENT:** Bob Hebert, Glynn Leiper, Carl Masterson, James Morrison, J. Kevin Ward, and Pudge Willcox

**NON-VOTING MEMBERS PRESENT:** Scott Hall, Temple McKinnon, and Melinda Silva

**PRESIDING:** Mark Evans, Chair

**CALL TO ORDER REGULAR MEETING AT 10:08 A.M.**

A quorum was present.

**INTRODUCTIONS**

Mr. Evans welcomed everyone and alternates were announced.

**REVIEW AND APPROVE MINUTES OF SEPTEMBER 5, 2012 MEETING**

The minutes for the September 5, 2012, meeting were presented. Motion was made by Mr. Wallace, seconded by Mr. Neighbors, to approve the minutes. The motion carried unanimously.

**RECEIVE PUBLIC COMMENTS ON SPECIFIC ISSUES RELATED TO AGENDA ITEMS 4 THROUGH 10**

No public comments were received.

**CONSIDER APPROVAL OF A REGION H LOCAL CONTRIBUTION ACCOUNT GRANT POLICY AND A GRANT APPLICATION FROM THE TEXAS WATER FOUNDATION FOR A PROPOSED PILOT PROJECT TO QUANTIFY WATER CONSERVATION SAVINGS IN REGION H**

Mr. Evans stated that the group would consider the policy first before moving on to the application. He mentioned that the executive committee participated in a conference call where they made minor technical changes to the policy. Mr. Houston walked the group through the policy. Discussion ensued regarding establishing a base amount to contribute, noting ownership of the work product, and creating an agreement to go along with an approved application.

Motion was made by Mr. Neighbors to approve the Region H Local Contribution Account Grant Policy. Mr. Houston seconded the motion. The motion carried unanimously.

Mr. Neighbors asked if an investor's steering committee would be formed with regard to the Texas Water Foundation project. Senator Kip Averitt advised the group that he agrees that a committee is a critical part of the process and would be looking for input from the stakeholders. It was suggested by the group that half of the funds would be paid upfront and the second half would be paid after progress reports were provided in one year.

Motion was made by Mr. Neighbors to approve a \$50,000 grant to the Texas Water Foundation from the Region H Local Contribution account for a proposed pilot project to quantify water conservation savings in Region H with the requirement that half of the grant be paid upon completion of an agreement and the other half to be paid upon receipt of a one-year progress report. The motion included authorization for the San Jacinto River Authority to complete the agreement and make the authorized payments. Mr. Chang seconded the motion. The motion carried unanimously.

#### **RECEIVE UPDATE FROM CONSULTANT TEAM REGARDING THE SCHEDULE AND MILESTONES FOR THE FIRST PHASE OF DEVELOPMENT OF THE 2016 REGION H REGIONAL WATER PLAN**

Mr. Afinowicz updated the group on the schedule and milestones. He stated that funding was authorized by the Texas Water Development Board in October. Mr. Houston mentioned that the Contract Amendment would be taken to the SJRA Board of Directors this month for approval.

#### **RECEIVE UPDATE FROM CONSULTANT TEAM AND POPULATION DEMANDS COMMITTEE REGARDING DRAFT POPULATION PROJECTIONS FOR USE IN DEVELOPMENT OF THE 2016 REGION H REGIONAL WATER PLAN**

Mr. Reedy updated the group on county-wide projections, WUG-level projections, and per capita demands. He specified that the consultant team is going about the project differently due to the Regional Groundwater Update Project for the following five counties: Brazoria, Fort Bend, Galveston, Harris, and Montgomery counties.

Mr. Chang stated that the US Census issued a correction for the City of Houston, from 2.0 to 2.1 million. He continued by asking the consultant team if the data will change based on this correction. Mr. Reedy confirmed that the data would be changed based on the correction.



## **RECEIVE PRESENTATION FROM CONSULTANT TEAM REGARDING THE ROLE OF CONSERVATION IN PAST REGIONAL PLANNING CYCLES**

Mr. Afinowicz gave the presentation, originally given at the Water Efficiency Network in September, on the role of conservation in the Region H Water Plan. He continued with basic information on population, available water, and how conservation is hard to plan for.

## **CONSIDER AND TAKE ACTION TO APPROVE THE DEVELOPMENT AND SUBMITTAL OF A LETTER OF SUPPORT FOR THE LUCE BAYOU INTERBASIN TRANSFER PROJECT**

Mr. Reedy presented a proposed letter of support to the group. He stated that the letter was requested by the Coastal Water Authority to assist it in gaining approval of the necessary permits to complete the project. Discussion ensued regarding minor changes to the letter including adding the following statement: Region H respectfully requests that your agency complete its review of this permit in a timely manner as scheduled allowing this critical water supply project to be implemented for the benefit of our region.

Mr. Don Ripley, Coastal Water Authority, stated that the permit should be complete within 180 days.

Motion was made by Mr. Neighbors to approve the development and submittal of a letter of support for the Luce Bayou Interbasin Transfer Project, with the inclusion of the sentence above. Mr. Bruner seconded the motion. Mr. Steve Tyler opposed. Motion carried.

## **RECEIVE REPORT REGARDING RECENT AND UPCOMING ACTIVITIES RELATED TO COMMUNICATIONS AND OUTREACH EFFORTS ON BEHALF OF THE REGION H PLANNING GROUP**

Mr. Afinowicz discussed recent community outreach activities. He indicated that the consultant team spoke at the *Water Efficiency Network (09/20)*.

## **AGENCY COMMUNICATIONS AND GENERAL INFORMATION**

Ms. Temple McKinnon stated that a number of planning dates had changed significantly and mentioned that training would occur on new tasks for the planning group.

## **RECEIVE PUBLIC COMMENTS**

No public comments were received.

## **NEXT MEETING**

April 3, 2013  
San Jacinto River Authority  
General and Administration Building  
1577 Dam Site Road

Conroe, Texas 77304

**ADJOURNED AT 11:43 A.M.**

## Agenda Item 4

Receive report on renewal of errors and omissions policy for  
Region H Planning Group members.





301 E. Fourth Street, Cincinnati, OH 45202

ExecPro<sup>sm</sup>
DECLARATIONS
for
Nonprofit Solutions
Insurance Policy

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

[X] Great American Insurance Company

Policy Number: EPP9425817

Policy Form Number: D16100-G

Item 1. Name of Organization: REGION H WATER PLANNING GROUP
Mailing Address: P. O. BOX 329
City, State, Zip Code: CONROE, TX 77305
Attn: Executive Director/President

Item 2. Policy Period: From 2/10/2013 To 2/10/2014
(Both dates at 12:01 a.m. Standard Time at the address of the Organization as stated in Item 1)

Item 3. Aggregate Limit(s) of Liability for each Policy Year:

- (a) \$1,000,000 for all Claims other than Claims for Employment Practices Wrongful Acts.
(b) \$10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).
(c) \$1,000,000 for all Claims for Employment Practices Wrongful Acts. This limit is:
(d) \$150,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Item 4. Retentions:
Insuring Agreement A: \$ 0 Each Claim
Insuring Agreements B and/or C: \$2,500 Each Claim

Item 5. Premium: \$891 Broker Fee \$500.00

Item 6. Endorsements Attached:
D9046TX D16047TX D16501 D16518 DTCV\_09P DTDP\_09P

Item 7. Notices: All notices required to be given to the Insurer under this Policy shall be addressed to:
Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666

Item 8. Prior & Pending Litigation Date: 2/10/2000

These Declarations along with the completed and signed Proposal Form and Nonprofit Solutions Insurance Policy, shall constitute the contract between the Insureds and the Insurer.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.



## POLICYHOLDER NOTICE TEXAS

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### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Great American's toll-free telephone number for information or to make a complaint at:

1-800-972-3008

You may also write to Great American at:  
1515 Woodfield Road, Suite 500  
Schaumburg, Il 60173

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:  
P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your insurance agent or Great American first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

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### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Great American's para informacion o para someter una queja al:

1-800-972-3008

Usted tambien puede escribir a Great American:  
1515 Woodfield Road, Suite 500  
Schaumburg, Il 60173

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:  
P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Great American primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

2/10/2013



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## TEXAS AMENDATORY ENDORSEMENT

In compliance with the insurance regulations of the State of Texas, the Policy is amended as follows:

1. Section **IV.D.** of the Policy is deleted and replaced with the following:

**IV.** This Policy does not apply to any **Claim** made against the **Insured**:

**D.** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act, Personal Injury Wrongful Act, or Third Party Wrongful Act**;

2. Section **IX.A.** (2) and (3) of the Policy are deleted and replaced with the following:

(2) The Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due. The **Insurer** shall provide the **Organization** with notice at least ten (10) days prior to the effective date of cancellation. The reason for cancellation shall be included in the notice of cancellation.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall deliver or mail written notice to the **Organization** at least sixty (60) days before the date on which the Policy expires. If the **Insurer** provides notice later than the sixtieth (60<sup>th</sup>) day before the Policy expires, the coverage shall remain in effect until the sixty-first (61<sup>st</sup>) day after the date on which **Insurer** provides written notice. The reason(s) for nonrenewal shall be included in the notice. The fact that an **Insured** is an elected official shall not be considered as a basis of nonrenewal of the Policy. Earned premium for any period of coverage that extends beyond the expiration date of the policy shall be computed pro rata based upon the premium of the expiring Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: REGION H WATER PLANNING GROUP

Policy Period: 2/10/2013 to Policy Expiration

Policy Number: EPP9425817

Countersigned by: \_\_\_\_\_  
*Authorized Representative*

Endorsement Effective Date: 2/10/2013



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### RATE MAKING EXCLUSION

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It is understood and agreed that no coverage is available for any **Claim** based upon, arising out of, relating to, directly or indirectly resulting from, or in consequence of, or in any way involving any rate making proceeding, or any appeal therefrom, or any challenge brought in any forum to a rate decision or pricing structure of any **Insured**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

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Insured: REGION H WATER PLANNING GROUP

Policy Period: 2/10/2013 to Policy Expiration

Policy Number: EPP9425817

Countersigned by: \_\_\_\_\_  
*Authorized Representative*

Endorsement Effective Date: 2/10/2013





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### INTERESTED PARTY EXCLUSION

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It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** by or for the benefit of, or at the behest of any Interested Party(ies) listed below, or any person or entity which controls, is controlled by, or is under common control with such Interested Party(ies).

Interested Party(ies)

The Texas Water Development Board and the San Jacinto River Authority

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

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Insured: REGION H WATER PLANNING GROUP

Policy Period: 2/10/2013 to Policy Expiration

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Countersigned by: \_\_\_\_\_  
*Authorized Representative*

Endorsement Effective Date: 2/10/2013



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## COVERAGE FOR ACTS OF TERRORISM

It is understood and agreed that the General Conditions of the Policy are amended by the addition of the following:

### Act of Terrorism Coverage

Subject to all other terms and conditions of this Policy, coverage is available for **Loss** caused by an **Act of Terrorism** as defined below.

“**Act of Terrorism**” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States –

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
  - (a) human life;
  - (b) property; or
  - (c) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of –
  - (a) an air carrier or vessel described in Section (5)(B) of the Terrorism Risk Insurance Act; or
  - (b) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

With respect to any one or more **Acts of Terrorism** under the Terrorism Risk Insurance Act, as amended in 2007, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

No act shall be certified by the Secretary as an **Act of Terrorism** if (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: REGION H WATER PLANNING GROUP

Policy Period: 2/10/2013 to Policy Expiration

Policy Number: EPP9425817

Countersigned by: \_\_\_\_\_  
*Authorized Representative*

Endorsement Effective Date: 2/10/2013



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## AMENDMENT TO DECLARATIONS PAGE

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It is understood and agreed that the Declarations is amended by the addition of the following:

**Act of Terrorism Premium:** \$ 0.00

It is further understood and agreed the Policyholder Disclosure of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

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Insured: REGION H WATER PLANNING GROUP

Policy Period: 2/10/2013 to Policy Expiration

Policy Number: EPP9425817

Countersigned by: \_\_\_\_\_  
*Authorized Representative*

Endorsement Effective Date: 2/10/2013



INSURANCE COMPANIES

580 Walnut Street, Cincinnati, Ohio 45202

### POLICYHOLDER DISCLOSURE OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

The Terrorism Risk Insurance Act, as amended in 2007, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an Act of Terrorism. All other provisions of this policy will still apply to such an act. That is, a loss will not be excluded or covered just because it was caused by an Act of Terrorism.

The portion of the annual premium that is attributable to coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act is \$0.00.

All other terms and conditions of the policy remain unchanged.

*If you would like to reject the coverage for "certified" Acts of Terrorism, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.*



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## Nonprofit Solution

Great American Insurance Group – Executive Liability Division:  
1515 Woodfield Road, Suite 500, Schaumburg, IL 60173

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**THIS IS A CLAIMS MADE AND REPORTED POLICY. READ IT CAREFULLY.**

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In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the company shown in the Declarations (a stock insurance company, hereinafter called the **Insurer**), including the statements made in the Proposal Form and subject to all terms, conditions and limitations of this Policy, the **Insured** and **Insurer** agree:

**Section I. Insuring Agreements**

- A. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Insured Persons**, **Loss** and **Costs of Defense** resulting from such **Claim**, except for any **Loss** and **Costs of Defense** which the **Organization** or any **Subsidiary** actually pays as indemnification.
- B. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary**, **Loss** and **Costs of Defense** resulting from such **Claim**, but only to the extent the **Organization** or any **Subsidiary** is required or permitted by law to indemnify the **Insured Persons**.
- C. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against the **Organization** or any **Subsidiary** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary**, **Loss** and **Costs of Defense** resulting from such **Claim**.

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

**Section II. Discovery Period**

- A. If this Policy is not renewed or is cancelled by the **Insurer**, for any reason other than non-payment of premium, then without any additional premium being required, the **Organization** shall receive an automatic ninety (90) day extension of the coverage granted by this Policy for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Automatic Discovery Period**. In addition, if prior to the end of the **Automatic Discovery Period**, the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Automatic Discovery Period** for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Discovery Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.
- B. If this Policy is not renewed or is cancelled by the **Organization**, and if no later than sixty (60) days after the end of the **Policy Period** the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive a **Discovery Period** for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Policy Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

- C. The fact that this Policy may be extended by virtue of the **Automatic Discovery Period** or **Discovery Period** shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the **Automatic Discovery Period** and the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.

### Section III. Definitions

A. "**Claim**" shall mean:

- (1) a written demand for monetary or non-monetary (including injunctive) relief made against any **Insured**;
- (2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;
- (3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document,
- (4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document;
- (5) any arbitration, mediation or similar alternative dispute resolution proceeding if any **Insured** is obligated to participate in such proceeding; or
- (6) a written request to enter into an agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding.

In no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

B. "**Claimant**" shall mean:

- (1) any past, present, and future **Insured Persons** or applicants for employment with the **Organization** or any **Subsidiary**;
- (2) a government entity or agency, including but not limited to the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, when acting on behalf of or for the benefit of any individual in (1) above; or
- (3) all persons who were, now are, or shall be independent contractors, but only to the extent such individuals perform work or services for or on behalf of the **Organization** or any **Subsidiary** and only to the extent such individuals are indemnified by the **Organization** or any **Subsidiary**.

- C. "**Costs of Defense**" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation or defense of any **Claim**, including the costs of any appeal or appeal bond, attachment bond or similar bond (but without any obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include: (1) salaries, wages, overhead or benefit expenses associated with any **Insured Persons**, and (2) any amounts incurred in defense of any **Claim** which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.



- D. **"Employed Lawyer Legal Services"** shall mean legal services provided by any **Insured Person** as an attorney, but only if such services are performed for the **Organization** or any **Subsidiary** and in the **Insured Person's** capacity with the **Organization** or any **Subsidiary**. **Employed Lawyer Legal Services** shall not include legal services rendered by any **Insured Person** for any third party.
- E. **"Employment Practices Wrongful Act"** shall mean any of the following acts related to employment, but only if alleged by or on behalf of a **Claimant**:
- (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
  - (2) misrepresentation;
  - (3) violation of employment laws;
  - (4) sexual or workplace harassment;
  - (5) discrimination;
  - (6) wrongful failure to employ or promote;
  - (7) wrongful discipline;
  - (8) wrongful deprivation of career opportunity including a wrongful failure to hire or promote;
  - (9) failure to grant tenure;
  - (10) negligent employee evaluation;
  - (11) retaliation;
  - (12) failure to provide adequate workplace or employment policies or procedures;
  - (13) defamation (including libel and slander);
  - (14) invasion of privacy;
  - (15) wrongful demotion;
  - (16) negligent reassignment;
  - (17) violation of any federal, state or local civil rights laws;
  - (18) negligent hiring;
  - (19) negligent supervision;
  - (20) negligent training;
  - (21) negligent retention; or
  - (22) acts described in (1) through (21) above arising from the use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems.
- F. **"Financial Insolvency"** shall mean the **Organization** becoming a Debtor in Possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Organization**.
- G. **"Insured"** shall mean:
- (1) the **Organization**;
  - (2) any **Subsidiary**;
  - (3) in the event of **Financial Insolvency**, the resulting Debtor in Possession (or foreign equivalent status), if any; and
  - (4) all **Insured Persons**.
- H. **"Insured Persons"** shall mean all persons who were, now are, or shall be directors, trustees, officers, regents, governors, members of the Board of Managers, employees, leased employees, temporary or seasonal employees, interns, student teachers, substitute teachers, teaching assistants, volunteers or staff members of the **Organization** or any **Subsidiary**, including any executive board members and committee members whether salaried or not.

I. **"Loss"** shall mean settlements, judgments, pre-judgment and post-judgment interest, front and back pay, compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, and subject to the provisions of Section V and VI, **Costs of Defense** incurred by the **Insured**. **Loss** shall not include:

- (1) criminal or civil fines or penalties imposed by law, or taxes (except for the 10% "excess benefit" tax assessed by the Internal Revenue Service against any **Insured Person** pursuant to 26 USC Section 4958 (a)(2) );
- (2) the value of tuition or scholarships, employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof; and
- (3) any amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for compensatory, punitive, or exemplary damages or the multiple portion of any multiplied damage award.

J. **"Organization"** shall mean the entity named in Item 1 of the Declarations.

K. **"Outside Entity"** shall mean any not-for-profit corporation, community chest, fund or foundation that is not included in the definition of **Organization** or **Subsidiary** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any other entity organized for a religious or charitable purpose under any non-profit organization act or statute.

L. **"Personal Injury Wrongful Act"** shall mean any actual or alleged invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

M. **"Policy Year"** shall mean the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period. Any **Discovery Period** or **Automatic Discovery Period** shall be considered part of and not in addition to the last **Policy Year**.

N. **"Policy Period"** shall mean the period from the inception of this Policy to the expiration date stated in Item 2 of the Declarations or its earlier termination, if applicable.

O. **"Related Wrongful Acts"** shall mean **Wrongful Acts** which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

P. **"Subsidiary"** shall mean:

- (1) any entity which qualifies as a not-for-profit organization under the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the **Organization** has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity as of the inception date of this Policy;
- (2) any similar entity which was created or acquired by the **Organization** after the inception date of this Policy, if the entity's total assets do not exceed thirty-five percent (35%) of the total consolidated assets of the **Organization** as of the inception date of this Policy; or

(3) any other entity added as a **Subsidiary** by written endorsement to this Policy.

Coverage shall apply to a **Subsidiary** only for **Wrongful Acts** allegedly committed during the time such entity qualified as a **Subsidiary**.

**Q. "Third Party Wrongful Act"** shall mean:

- (1) actual or alleged discrimination against a third party based upon such third party's race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status protected pursuant to any applicable federal, state, or local statutory law; or
- (2) actual or alleged sexual harassment, including unwelcome sexual advances against, or requests for sexual favors of, a third party; or
- (3) actual or alleged civil rights violations against a third party related to (1) or (2) above.

**R. "Wrongful Act"** shall mean:

- (1) any of the following by the **Organization**, and/or any **Subsidiary**, and/or any **Insured Persons** acting in their capacity with the **Organization** or a **Subsidiary**:
  - (a) actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty;
  - (b) actual or alleged error or omission in the rendering of or the failure to render **Employed Lawyer Legal Services**;
  - (c) **Employment Practices Wrongful Act**;
  - (d) **Personal Injury Wrongful Act**; or
  - (e) **Third Party Wrongful Act**;
- (2) any matter claimed against any **Insured Person** solely by reason of their status with the **Organization** or any **Subsidiary**; or
- (3) any matter claimed against any **Insured Person** arising out of their service as directors, trustees, officers, regents, governors, or member of the Board of Managers of an **Outside Entity**, but only if such service is at the request of the **Organization** or any **Subsidiary**.

#### **Section IV. Exclusions**

This Policy does not apply to any **Claim** made against any **Insured**:

- A.** brought about or contributed to by: (1) any **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; or (2) the deliberate fraudulent or criminal acts of any **Insured**; however, this exclusion shall not apply unless it is finally adjudicated such conduct in fact occurred, nor shall it apply to coverage provided under Insuring Agreement I.B.;
- B.** to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise. It is further understood and agreed that coverage for all **Claims** for **Personal Injury Wrongful Acts** shall be specifically excess of any similar coverage provided by the **Organization's** General Liability Policy.

- C. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:
- (1) any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement; or
  - (2) any civil, criminal, administrative or investigative proceeding involving any **Insured** pending as of or prior to the date stated in Item 8 of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;
- D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act**, **Personal Injury Wrongful Act**, or **Third Party Wrongful Act**;
- E. for any actual or alleged violation by any **Insured** of the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act or any rules or regulations promulgated under these acts or any similar provisions of any federal, state, local or foreign law, except a **Claim** alleging retaliation for the exercise of any rights under such laws;
- F. for any **Wrongful Act** of any **Insured Persons** in their respective capacity as a director, officer, trustee, regent, governor, member of the Board of Managers, or equivalent position of an entity other than the **Organization**, any **Subsidiary**, or **Outside Entity**;
- G. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, provided, however, this exclusion shall not apply to coverage provided under Insuring Agreement I.A.;
- H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim** brought by the receiver, conservator, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;
- I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, except for employment related obligations which would have attached absent such contract or agreement;
- J. other than **Costs of Defense**:
- (1) for any obligation of the **Organization** or any **Subsidiary**, as a result of a **Claim**, seeking relief or redress in any form other than money damages, including but not limited to any obligations of the **Organization** or any **Subsidiary** to modify any building or property; or

- (2) for any obligation of the **Organization** or any **Subsidiary** to pay compensation earned by any **Insured Person** in the course of employment, but not paid by the **Organization** or any **Subsidiary**, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days, provided, however, this exclusion shall not apply to front pay and back pay; or
  - (3) for any actual or alleged violation by any **Insured** of the Fair Labor Standards Act or any similar state or local law, provided, however, this shall not apply to the Equal Pay Act. **Costs of Defense** provided pursuant to this section, J.(3), shall be subject to the FLSA Defense Sublimit of Liability stated in Item 3(d) of the Declarations, if any;
- K. for any obligations under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided, however this exclusion shall not apply to a **Claim** for an **Employment Practices Wrongful Act** involving retaliation with regard to benefits paid or payable;
  - L. for the performance of or failure to perform psychological, counseling, financial counseling/advisory, legal (except **Employed Lawyer Legal Services**), arbitration, insurance or investment advisory services or referrals, if brought by or on behalf of any individual and/or entity for whom such services were, now are, or shall be performed;
  - M. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving infringement of any patent or misappropriation of trade secrets, provided, however, this exclusion shall not apply to copyright or trademark infringement;

With respect to this section of the Policy, no fact pertaining to or conduct by any **Insured Person** shall be imputed to any other **Insured Person**; and only facts pertaining to or conduct by any past, present, or future Executive Director, President, or Chairman of the **Organization** shall be imputed to the **Organization** or any **Subsidiary** to determine if coverage is available.

#### Section V. Limits of Liability and Retention

- A. The **Insurer** shall be liable to pay one hundred percent (100%) of **Loss** in excess of the Retention stated in Item 4 of the Declarations. The **Insurer's** maximum Limit of Liability for the aggregate amount of **Loss** resulting from all **Claims** deemed to have been made in a **Policy Year** shall be shown in Item 3 of the Declarations.
- B. One Retention shall apply to each and every **Claim**. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims**, constituting a single **Claim**, shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Act** was reported under this Policy or any other policy providing similar coverage.
- C. **Costs of Defense** incurred by the **Insurer** shall be in addition to the Limit of Liability, and such **Costs of Defense** shall not be subject to the Retention amount. If **Costs of Defense** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defense** shall be considered **Loss** and thus subject to the Limit of Liability and Retention.
- D. With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more of such **Claims**, the **Insurer's** duty to defend shall cease and any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished and the **Insurer** shall have no further obligations.

- E. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, regardless of whether actual indemnification is granted. The certificate of incorporation, charter or other organizational document of the **Organization**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** to the **Insured Persons** to the fullest extent permitted by law.

#### Section VI. Costs of Defense and Settlements

- A. The **Insureds** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insureds** shall provide the **Insurer** with full cooperation and all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the **Insurer's** consent shall not be covered hereunder.
- B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

#### Section VII. Notice of Claim

- A. The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President, Executive Director, Chief Financial Officer, General Counsel, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.
- B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured**.
- C. In addition to furnishing the notice as provided in Section VIII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.
- D. Notice to the **Insurer** as provided in Section VII A or B shall be emailed to **ELDClaims@gaic.com** or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666**.

## Section VIII. Coverage Extensions

### A. Spousal/Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or "Domestic Partner" of any **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**. The term "Domestic Partner" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

### B. Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Insured Persons** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

### C. Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives, or assigns of any **Insured Persons** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Persons**.

### D. Donor Data Loss Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from donor information that is lost or stolen during the **Policy Period** and reported to the **Insurer** pursuant to the terms of this Policy, not to exceed the Donor Data Loss Crisis Fund Sublimit of Liability stated in Item 3(b) of the Declarations, if any. No Retention shall apply to this coverage extension.

## Section IX. General Conditions

### A. Cancellation or Non-Renewal

- (1) This Policy may be cancelled by the **Organization** at any time by written notice to the **Insurer**. In the event the **Organization** cancels this Policy for reasons other than the downgrade of the **Insurer's** rating by A.M. Best, the **Insurer** shall retain the customary short rate portion of the premium. However, if the **Organization** cancels the Policy due to a downgrade of the **Insurer's** rating to below [A-] by A.M. Best, the **Insurer** shall refund any unearned premium on a pro rata basis. Payment of any unearned premium by the **Insurer** shall not be a condition precedent of the effectiveness of cancellation but such payment shall be made as soon as practicable.
- (2) This Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due.
- (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Organization** with at least sixty (60) days advance notice thereof.

## B. Proposal Form

It is agreed the particulars and statements contained in Proposal Forms submitted to the **Insurer** (and any material submitted therewith) are the representations of the **Insured** and are to be considered as incorporated in and constituting part of this Policy. It is also agreed this Policy is issued in reliance upon the truth of such representations. However, coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except:

- (1) as to any **Insured Person** making such untrue statement or having knowledge of its falsity; or
- (2) as to the **Organization** and any **Subsidiary**, if the person(s) who signed the Proposal Form(s) for this coverage or any **Insured Person** who is or was a past, present or future Chief Financial Officer, President, or Executive Director of the **Organization** made such untrue statement or had knowledge of its falsity.

In no event shall Insuring Agreement I.A. of this Policy be rescinded by the **Insurer**.

## C. Outside Entity Provision

In the event a **Claim** is made against any **Insured Persons** arising out of their service as a director, officer, trustee, regent, governor, or member of the Board of Managers of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, trustees, officers, regents, governors, member of the Board of Managers, or natural person general partners.

In the event Great American Insurance Group provides Directors' and Officers' Liability Insurance for the **Outside Entity**, all **Loss** incurred from all **Claims** submitted under this Policy and the **Outside Entity's** Policy (hereinafter referred to as **Respective Policy(ies)**), arising out of **Related Wrongful Acts**, shall be considered a single **Loss** and the maximum annual aggregate Limit of Liability shall not exceed, under the **Respective Policies**, the higher Limit of Liability between the **Respective Policies**, such Limit of Liability being part of, and not in addition to, the Limits of Liability of the **Respective Policies** previously referenced.

## D. Order of Payments

In the event of **Loss** arising from a covered **Claim** for which payment is due under the provisions of this Policy, the **Insurer** shall first, pay **Loss** for which coverage is provided under Insuring Agreement I.A. of this Policy; and thereafter with respect to whatever remaining amount of the Limit of Liability is available after such payment, pay such other **Loss** for which coverage is provided under any other applicable Insuring Agreements in Section I of this Policy.

## E. Merger or Acquisition

If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by merger or otherwise, and the acquired assets of such other entity exceed thirty-five percent (35%) of the assets of the **Organization** as of the inception date of the Policy, written notice thereof shall be given to the **Insurer** as soon as practicable, but in no event later than ninety (90) days from the effective date of the transaction, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**.



#### F. Conversion to Run-Off Coverage

If prior to the end of the **Policy Period**, the **Organization** merges into another organization and the **Organization** is not the surviving entity, another organization or person acquires the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of the **Organization**, or the **Organization** ceases to qualify as a not-for-profit organization under any federal, provincial and territorial legislation and/or the Internal Revenue Code (such events hereinafter referred to as **Transaction**), then:

- (1) the **Organization** must give written notice of such **Transaction** to the **Insurer** within thirty (30) days after the effective date of such **Transaction**, and provide the **Insurer** with such information as the **Insurer** may deem necessary; and
- (2) this Policy, including the **Discovery Period** if elected, shall apply, but only with respect to any **Wrongful Act** committed prior to the effective date of such **Transaction**.

#### G. Action Against the Insurer

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the **Insured's** obligation to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, those filing the claim, and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against any **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

#### H. Subrogation

In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless, such **Insured Person**:

- (1) has been convicted of a deliberate criminal act, or
- (2) has been determined by a final adjudication adverse to the **Insured Person** to have committed a deliberate fraudulent act, or to have obtained any profit, advantage or remuneration to which such **Insured Person** was not legally entitled.

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

#### I. Conformity to Law

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

#### J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

**K. Representative of the Insurer**

**Great American Insurance Group, Executive Liability Division, Post Office Box 66943, Chicago, Illinois, 60666** shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

**L. Organization Represents Insured**

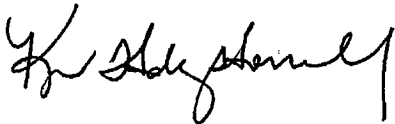
By acceptance of this Policy, the **Organization** shall be designated to act on behalf of the **Insureds** for all purposes including, but not limited to, giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

**M. Entire Agreement**

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Proposal Forms submitted to the **Insurer** and any materials submitted therewith) and any written endorsements attached hereto constitute the entire agreement between the parties.

In witness whereof the **Insurer** has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the **Insurer**.

**GREAT AMERICAN INSURANCE COMPANY®**



Secretary



President



Renewal Proposal Form for Nonprofit Directors' and Officers' Liability, Employment Practices Liability, Fiduciary Liability, and Workplace Violence Coverages

ExecPro® Nonprofit Solution

Name of Organization REGION H WATER PLANNING GROUP  
c/o SAN JACINTO RIVER AUTHORITY  
Address P. O. BOX 329 City CONROE  
State TX Zip Code 77305 Website \_\_\_\_\_

1. Number of Employees N/A Turnover rate in past 12 months N/A
2. Annual Salary/Wages Expense \$ N/A
3. Total Assets \$ 222,045
4. Has there been any change in the Organization's legal structure, purpose(s), tax status or the nature of operations during the past 3 years? If "Yes," please attach details.  Yes  No
5. Is the Organization or any of its Subsidiaries involved in or presently considering any merger, consolidation, acquisition, divestment or sale of a portion of its business or has a similar transaction been considered or completed during the past 3 years? If "Yes," please attach details.  Yes  No
6. Have there been during the last 3 years, or are there now pending, any civil, criminal, administrative or arbitration proceedings (including any proceeding initiated before the Equal Employment Opportunity Commission) brought against the Organization, its Subsidiaries, the Employee Benefit Plans of the Organization or its Subsidiaries, or any person proposed for this insurance in their capacity as either Director, Officer, Trustee, employee, volunteer, or staff member of the Organization or its Subsidiaries.  Yes  No

If "Yes," for each proceeding please attach details of the complaint, the dollar amount of costs of defense and loss, the date the proceeding was filed, and whether the proceeding is open or closed.

**Attention - Applicants in AR, CO, DC, KY, NJ, NM, NY, OH, OK, PA, TN, VA:**

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may also be subject to a civil penalty.

**In Colorado:** Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**In Washington, Maine and Louisiana:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company (including false information in an application for insurance and claim for payment of loss or benefit). Penalties include imprisonment, fines and denial of insurance benefits.

**In Florida:** Any person who knowing and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information, is guilty of a felony of the third degree.

Also provide: Agent Name: \_\_\_\_\_ Agent License #: \_\_\_\_\_

**In Iowa and New Hampshire:**

Provide: Producer Signature \_\_\_\_\_ Date: \_\_\_\_\_

**In New York:** Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information, or conceals for the purpose of misleading any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000.00) and the stated value for each such violation.

It is agreed the particulars and statements contained in Proposal Forms submitted to the Insurer (and any material submitted therewith) are the representations of the Insured and are to be considered as incorporated in and constituting part of this Policy. It is also agreed this Policy is issued in reliance upon the truth of such representations. However, coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except:

- (1) as to any Insured Person making such untrue statement or having knowledge of its falsity; or
- (2) as to the Organization and any Subsidiary, if the person(s) who signed the Proposal Form(s) for this coverage or any Insured Person who is or was a past, present or future Chief Financial Officer, President, or Executive Director of the Organization made such untrue statement or had knowledge of its falsity.

By Mark Evans Mark Evans 12/21/2012  
SIGNATURE OF EXECUTIVE DIRECTOR PRINT NAME DATE  
CHAIRMAN

The above individual is also designated as agent of the Organization and all of the Insureds to receive any and all notices from the Insurer.

This Proposal Form, including any material submitted therewith, shall be treated in strictest confidence. Submit this Proposal Form including documentation to: GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, P.O. BOX 66943, CHICAGO, IL 60666

**Registered Producers can also Quote Online at [www.ExecProQuote.com](http://www.ExecProQuote.com)**

**San Jacinto River Authority - Region H**  
**Statement of Net Assets**  
**For the Year Ended August 31, 2012**

**Assets**

Current Assets

Cash - unrestricted	<u>\$ 222,045</u>
Total Current Assets	<u>\$ 222,045</u>

**Total Assets** \$ 222,045

**Liabilities**

Current Liabilities

Accounts payable	\$ 2,250
Retainage Payable	10,193
Deferred Revenue	<u>59,611</u>
Total Current Liabilities	<u>\$ 72,054</u>

Total Fund Equity 149,991

**Total Liabilities & Fund Equity** \$ 222,045



## Agenda Item 6

Receive request for an amendment to the 2011 Region H Water Plan and consider taking action to initiate a request to the Texas Water Development Board for a plan amendment.







Department Name  
300 W Walker  
League City, TX 77573

Main: 281.554.1000  
Direct: 281.554.XXXX  
Fax: 281.554.XXXX

[www.leaguecity.com](http://www.leaguecity.com)

March 28, 2013

Texas Water Development Board  
Region H Water Planning Group  
Ms. Temple McKinnon, Chair  
1700 North Congress Avenue  
Austin, TX 78701

RE: League City Long Term Water Supply

Dear Ms. McKinnon:

The City of League City is currently working on a long term water solution as we continue to grow and need to develop additional water supply. Currently League City has approximately 90,000 residents with a build out population expected to approach 180,000 residents in the next 30 to 40 years. Currently we have 23.5 mgd of surface water supplemented by a number of wells to meet peak demand. We anticipate at build out needing a minimum of 45 mgd and anticipate further restriction on the use of ground water in Galveston County because of the subsidence issues.

In looking at the variety of alternatives available, we believe we need several strategies to meet the communities water needs; including but not limited to expanding our surface water supply, improving our reuse strategies and developing desalination. We have had a number of discussions with Salt of the Earth Energy, LLC, a company looking to develop a desalination plant in Galveston County, and believe that desalination may be a viable water source to address a portion of League City's need for additional water.

League City respectfully requests that Region H add desalination as a water source to meet the future water needs for League City. If you need additional information please contact our Assistant City Manager-Public Works, John Baumgartner at [john.baumgartner@leaguecity.com](mailto:john.baumgartner@leaguecity.com) or 281.554.1414.

Sincerely yours,

A handwritten signature in blue ink that reads "Timothy Paulissen".

Timothy Paulissen  
Mayor

Cc: Mr. Jace Houston, General Manager, San Jacinto River Authority  
Michael W. Loftin, League City City Manager  
League City City Council Members



# Water for Texas

## Amending an Approved Regional Water Plan

### Background

Every five years, the 16 regional water planning groups must develop and adopt regional water plans, which are submitted to the Texas Water Development Board (TWDB) for approval. The TWDB then compiles the regional water plans into a state water plan. During the five-year span between the regular adoption of regional water plans, the plans may need to be amended to secure long-term water supplies.

### How is an amendment to a regional water plan initiated?

A regional water planning group may initiate an amendment on its own. A political subdivision of the state of Texas in the regional water planning area may also request an amendment from the regional water planning group on the basis of changed conditions or new information.<sup>1</sup> A regional water planning group uses the following process to review amendment requests:

- ▶ The planning group must formally consider the request within 180 days of its submittal.
- ▶ The planning group may, at its discretion, accept or reject the proposed amendment.
- ▶ The political subdivision may petition the TWDB executive administrator for agency review if the political subdivision is not satisfied with the planning group's decision.<sup>2</sup>
  - A. The executive administrator may ask the regional water planning group to make a revision.
  - B. If the revision is not made within 90 days, the matter is presented to the TWDB, which can order a revision to the regional water plan and state water plan on the basis of changed conditions or new information.

### What are the ways that a regional water plan may be modified?

*Revisions to Population or Water Demand Projections*, which may be requested from the TWDB whenever current projections are no longer

reasonable owing to changed conditions or the availability of new information.<sup>3</sup>

The process requires the following:

- ▶ A regional water planning group must submit a revision request, usually based on a request from a political subdivision, to the TWDB.
- ▶ The regional water planning group must provide at least 14-days' notice for a meeting and make the proposed population and/or water demand projection revisions available for public inspection prior to the meeting.<sup>4</sup>
- ▶ The regional water planning group must accept oral and written public comments at the meeting in which the request is considered and written comments for 14 days following the meeting.
- ▶ The regional water planning group submits the revision request to the TWDB, including a summary of all comments the planning group received at the meeting and during the 14-day comment period.
- ▶ The TWDB consults with other state agencies, and, within 45 days of receipt of a revision request from a regional water planning group, the executive administrator responds to the request.
- ▶ All requested revisions will be presented for consideration of Board approval at the next scheduled TWDB meeting. Based on consultations with the Texas Department of Agriculture, Texas Commission on Environmental Quality, and Texas Parks and Wildlife Department, the TWDB staff will make a consensus recommendation to the Board.

**Substitutions** of water management strategies that have already been fully evaluated and are explicitly identified as “alternative” water management strategies in adopted regional water plans if <sup>5</sup>

- ▶ the water management strategy originally recommended is no longer recommended, and
- ▶ the proposed substitution does not result in a water management strategy that is in excess of 125 percent of the recognized needs of the water user group for which the substituted strategy is recommended unless good cause can be demonstrated by the regional water planning group.

The process requires the following:

- ▶ A political subdivision asks the regional water planning group to make a substitution.
- ▶ The regional water planning group considers the substitution request as an action item on an agenda at one of its regular public meetings.<sup>6</sup>
- ▶ Substitution materials are submitted to the TWDB for executive administrator consideration.<sup>7</sup>
- ▶ The executive administrator approves the substitution if it is in accordance with Texas Administrative Code Title 31 § 357.7(a)(7)(H).
- ▶ The regional water planning group adopts the substitution at its regular public meeting and submits evidence of adoption to the TWDB.<sup>8</sup>

**Minor amendments** to incorporate changes that do not

- ▶ result in overallocation of an existing or planned source of water;
- ▶ relate to a new reservoir;
- ▶ have a significant effect on instream flows, environmental flows, or freshwater flows to bays and estuaries;
- ▶ have a significant substantive impact on water planning or previously adopted management strategies; or,
- ▶ delete or change any legal requirements of a plan.<sup>9</sup>

The process requires the following:

- ▶ A political subdivision asks the regional water planning group to make an amendment.
- ▶ The regional water planning group considers the request and takes action to pursue the amendment at one of its regular public meetings.
- ▶ Amendment materials are prepared in accordance with TWDB rules and guidance, and a request for a “minor amendment determination” is submitted to the TWDB’s executive administrator.
- ▶ The executive administrator reviews the request and responds within 30 days.
- ▶ If the executive administrator determines that it is a “minor amendment,” the regional water planning group considers adopting the amendment at a regular

public meeting with an opportunity for public input. This meeting requires at least a 14-day notice.<sup>10</sup> The regional water planning group considers public comments and may adopt the amendment at the meeting.<sup>11</sup>

- ▶ The regional water planning group submits the adopted minor amendment materials, including a summary of public comments, to the TWDB for approval.
- ▶ The TWDB reviews the adopted minor amendment and, if acceptable, approves it at its next regular Board meeting.
- ▶ The TWDB amends the state water plan to incorporate the minor amendment.

**Major amendments** to incorporate changes that cannot be addressed through a minor amendment.<sup>12</sup>

The process requires the following:

- ▶ A political subdivision asks the regional water planning group to make an amendment.
- ▶ The regional water planning group considers the request and takes action to pursue the amendment at one of its regular public meetings.
- ▶ Amendment materials are prepared in accordance with TWDB rules and guidance for consideration at a public hearing.
- ▶ The regional water planning group holds a public hearing on the proposed amendment.<sup>13</sup> This process requires 30 days between the mailed and published notice of the hearing and the hearing date and a 30-day comment period following the hearing.
- ▶ The regional water planning group considers all public comments received and may adopt the regional water plan amendment at a regular planning group meeting<sup>14</sup> after the 30-day comment period.<sup>15</sup>
- ▶ The regional water planning group submits the adopted amendment materials, including a summary of public comments, to the TWDB for approval.<sup>16</sup>
- ▶ The TWDB reviews the adopted amendment and considers approving the adopted regional water plan amendment.
- ▶ The TWDB then amends the state water plan, which requires a 30-day public notice for the hearing on the proposed state water plan amendment prior to its adoption.

### Who pays for an amendment?

The regional water planning group may ask the political subdivision requesting the amendment to pay for study costs related to the request. Limited TWDB funds may be available to pay for plan amendments. Unsolicited proposals requesting TWDB funding for an amendment may be submitted at any time using the standard grant application instruction sheet. Proposals must include a scope of work, task items, and expense budgets for the work to be per-

formed. Allocation of funds requires Board approval and is variable depending on the extent of the scope of work presented with the request and the availability of funds.

### Why might a regional water plan need to be amended?

If a project sponsor seeks (a) funding from the TWDB for a water supply project or (b) a water rights permit from the Texas Commission on Environmental Quality, the proposed project must be found to be consistent with the approved regional water plan and state water plan. If the proposed project is not already consistent and the sponsor cannot wait to incorporate the proposed project into the next adopted regional water plan, the existing regional water plan must be amended, or a waiver of statutory

requirements regarding consistency with such plans must be obtained from the TWDB and/or Texas Commission on Environmental Quality.<sup>17</sup>

### Statutes and Rules

Texas Water Code, Chapter 16:

<http://www.statutes.legis.state.tx.us/Docs/WA/htm/WA.16.htm>

Texas Administrative Code Title 31, Chapter 357:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=4&ti=31&pt=10&ch=357&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=31&pt=10&ch=357&rl=Y)

For more information on regional water planning and related guidance, please visit the following Web site: <http://www.twdb.texas.gov/wrpi/rwp/rwp.htm>

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#### Note:

This guidance document does not cover all procedural and substantive requirements applicable to water plan amendments. For this reason, this document should not be used as a substitute for the regulations as written. In case of doubt, consult the Texas Water Code, Chapter 16, and Texas Administrative Code Title 31, Chapter 357. Regional water planning groups or political subdivisions with legal questions regarding changes to the regional water plans should consult with their own attorneys or the Texas Attorney General's Office.

#### Footnotes:

(TAC = Texas Administrative Code)

<sup>1</sup> Per 31 TAC § 357.11(f)(g). Any amendment proposed must meet rules and guidelines for development of a regional water plan.

<sup>2</sup> The petition must be provided to the regional water planning group and must include the changed condition or new information that affects the approved regional water plan; the specific sections and provisions of the approved regional water plan that are affected by the changed condition or new information; the efforts made with the regional water planning group to obtain an amendment; and the proposed amendment to the approved regional water plan (31 TAC § 357.11[g][1]).

<sup>3</sup> Per 31 TAC § 357.5(d)(2).

<sup>4</sup> Per 31 TAC § 357.5(d)(2).

<sup>5</sup> Per 31 TAC § 357.7(a)(7)(H).

<sup>6</sup> Posted under the Texas Open Meetings Act; see also 31 TAC § 357.12.

<sup>7</sup> Per criteria under 31 TAC §357.7(a)(7)(H).

<sup>8</sup> Posted under the Texas Open Meetings Act.

<sup>9</sup> Per 31 TAC § 357.16.

<sup>10</sup> Per 31 TAC § 357.16(d) and §357.12(a)(c)(d) and posted under the Texas Open Meetings Act.

<sup>11</sup> Amendment adoption must include response to public comment and must otherwise comply with TWDB technical guidelines.

<sup>12</sup> Per 31 TAC § 357.11(f).

<sup>13</sup> Per 31 TAC § 357.11(f); § 357.12(a)(4)(5)(6); and § 357.12(a)(4)(5)(6)(b)(c)(d).

<sup>14</sup> Posted under the Texas Open Meetings Act; see also 31 TAC § 357.12.

<sup>15</sup> Amendment adoption must include response to public comment and must otherwise comply with TWDB technical guidelines.

<sup>16</sup> Amendments to an approved regional water plan shall include a technical report and data in accordance with TWDB specifications, executive summary, and summaries of all written and oral comments received with a response. Data must be transferred to the TWDB (31 TAC § 357.10).

<sup>17</sup> Per 31 TAC § 357.13(c)



## Agenda Item 7

Receive update from Consultant Team regarding the schedule and milestones for the development of the 2016 Region H Regional Water Plan.







**REGION H WATER PLANNING GROUP**  
**April 3, 2013**  
**San Jacinto River Authority**



Freese and Nichols, Inc. | Region H Water Planning Group



Agenda Item 7  
2016 RWP Schedule and Milestones



Receive update from Consultant Team regarding the schedule and milestones for the development of the 2016 Region H Regional Water Plan.



## Agenda Item 7 2016 RWP Schedule and Milestones



Date	Scheduled Events/Tasks
12/2012	Review Population Demands
<b>Q1/2013</b>	<b>Detailed WUG Population and Demands</b>
Q2/2013	Submittal of WUG Projections and Demands <i>Accelerated 4D WMS Studies</i>
Q3/2013	Brazos Basin Supplies WUG and WWP Shortages WMS Studies
05/01/2014	DUE DATE: Technical Memorandum to TWDB
05/01/2015	DUE DATE: Initially Prepared Plan to TWDB
11/02/2015	DUE DATE: Final Adopted Plan to TWDB

## Agenda Item 7 2016 RWP Schedule and Milestones



### Status of Accelerated Studies

- **Task 4D1: Allens Creek**
  - Some efforts pending update to Brazos G WAM
- **Task 4D2: Regional Return Flows**
  - Pending TCEQ update to San Jacinto WAM
- **Task 4D3: City of Houston Reuse**
  - Discussing alternatives with COH
- **Task 4D4: Brackish Groundwater**
  - Under way
- **Task 4D5: Lone Star Lake**
  - Pending TCEQ update to San Jacinto WAM



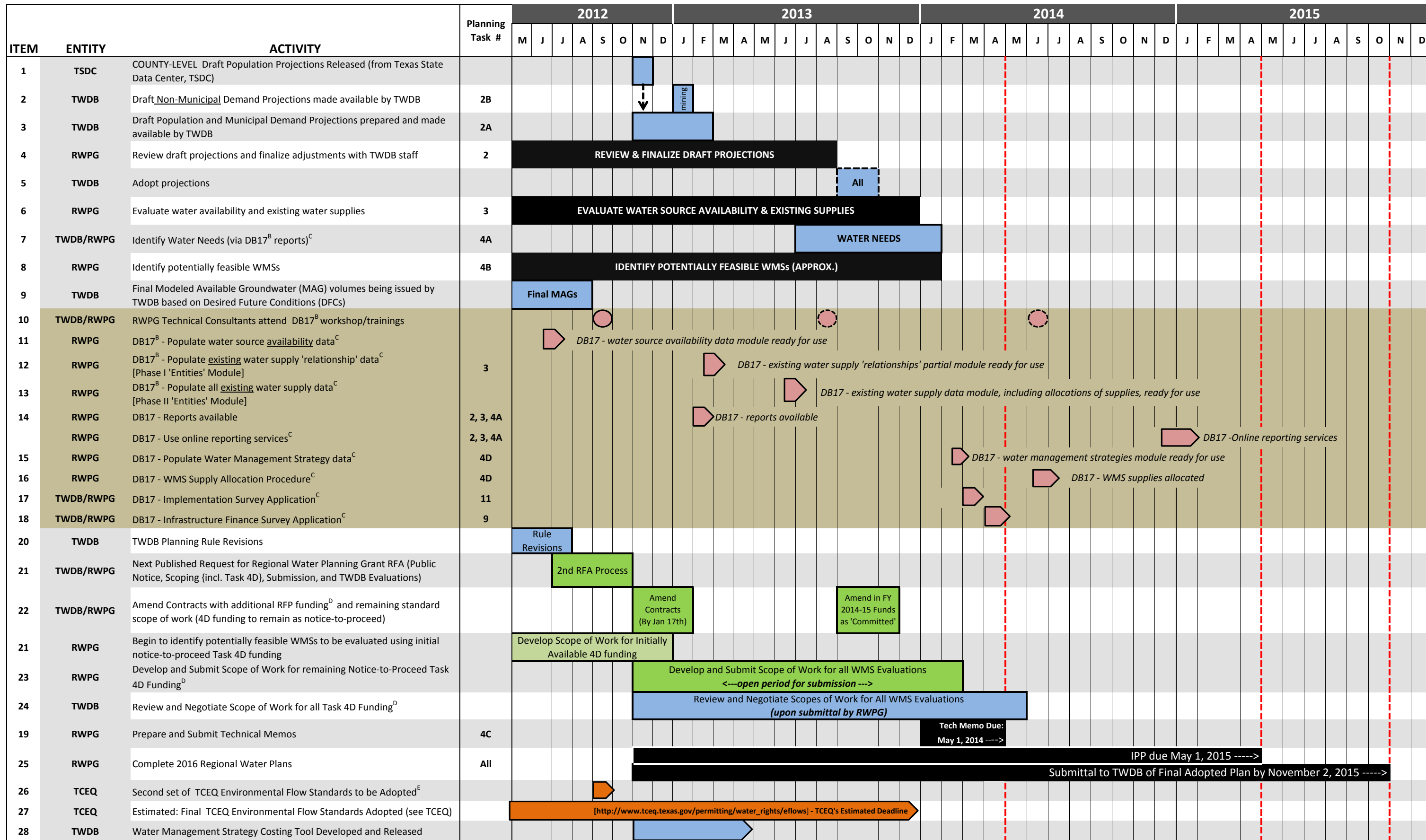


## Status of Phase 2 Planning

- **Tasks 1 and 5-11**
  - Funding authorized for planning
- **Task 4D**
  - Additional funding requires authorization
  - Discussion with WMS committee







Note A: Estimated timeline based on currently available agency resources and subject to change

Note B: DB17 is the updated, online water planning database for the 2017 State Water Plan

Note C: Anticipated database availability dates are estimates based on currently available agency resources

Note D: Subject to available funding

TWDB activity = Database activity =

RWPG activity = Contracting activity =

Other =

Note E: For the river and bay systems consisting of the Colorado and Lavaca Rivers and Matagorda and Lavaca Bays, and the Guadalupe, San Antonio, Mission, and Aransas Rivers and Mission, Copano, Aransas, and San Antonio Bays.

Environmental flow standards for the river and bay systems consisting of the Sabine and Neches Rivers and Sabine Lake Bay, and the Trinity and San Jacinto Rivers and Galveston Bay were adopted by the Commission on April 20, 2011.



## Agenda Item 8

Receive update from Consultant Team and Non-Population Demands Committee regarding revised mining projections for use in development of the 2016 Region H Regional Water Plan and consider approval.

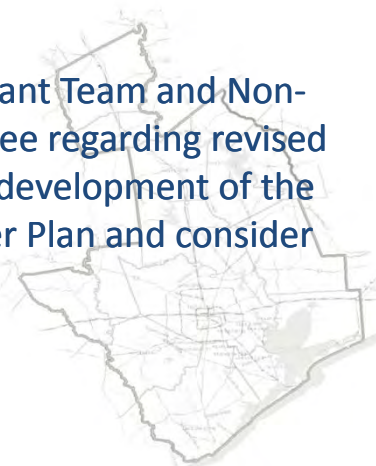




Agenda Item 8  
Non-Population Demand Committee



Receive update from Consultant Team and Non-Population Demands Committee regarding revised mining projections for use in development of the 2016 Region H Regional Water Plan and consider approval.

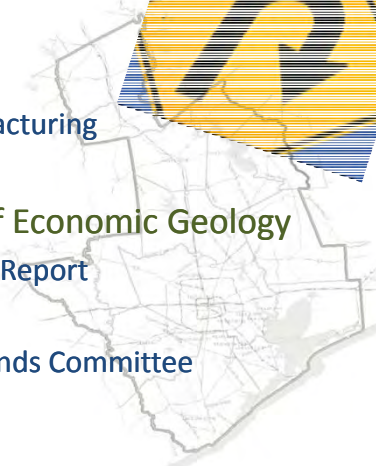


Agenda Item 8  
Non-Population Demand Committee



Progress Since September 2012

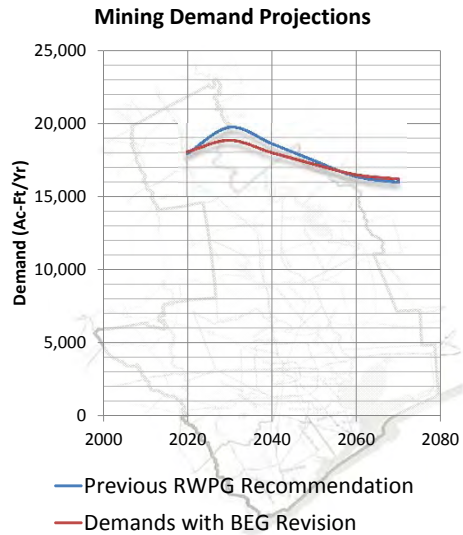
- Submitted Demands
  - Updated Galveston County Manufacturing
- Revised Projections by Bureau of Economic Geology
  - Update to 2011 Mining Water Use Report
  - Received January 2013
  - Provided to Non-Population Demands Committee



## Agenda Item 8 Non-Population Demand Committee



- Comprehensive study of oil and gas water use
- Notable revisions for some counties
  - Austin (-)
  - Leon (-)
  - Madison (-)
  - Polk (+++)



## Agenda Item 8 Non-Population Demand Committee



- Recommend approval of revisions
  - All counties except for Chambers



# Mining Water Demand Revisions

## Region H

County Name	Recommended Mining Projections Total Water Demand (ac-ft/yr)						Updated TWDB Draft Mining Projections Total Water Demand (ac-ft/yr)						Region H Original Recommended Mining Demand Projections (ac-ft/yr)					
	2020	2030	2040	2050	2060	2070	2020	2030	2040	2050	2060	2070	2020	2030	2040	2050	2060	2070
Austin	127	320	257	194	132	90	127	320	257	194	132	90	198	391	304	217	130	78
Brazoria	968	1,189	1,389	1,609	1,842	2,126	968	1,189	1,389	1,609	1,842	2,126	981	1,184	1,380	1,599	1,833	2,121
Chambers	8,201	8,201	8,201	8,201	8,201	8,201	9	9	9	9	9	9	8,201	8201	8201	8201	8201	8201
Fort Bend	72	75	57	42	28	19	72	75	57	42	28	19	72	75	57	42	28	21
Galveston	381	408	450	486	520	555	381	408	450	486	520	555	381	407	450	486	519	549
Harris	3,273	3,252	3,194	3,159	3,132	3,110	3,273	3,252	3,194	3,159	3,132	3,110	3,273	3,252	3,194	3,160	3,133	3,110
Leon	2,402	2,481	2,077	1,530	985	634	2,402	2,481	2,077	1,530	985	634	2,386	3262	2625	1739	854	424
Liberty	437	457	446	468	496	539	437	457	446	468	496	539	436	457	446	468	496	539
Madison	597	972	754	538	323	194	597	972	754	538	323	194	523	1089	843	596	350	206
Montgomery	1,453	1,363	1,077	921	806	728	1,453	1,363	1,077	921	806	728	1,453	1,363	1,077	921	807	728
Polk	124	98	72	46	21	9	124	98	72	46	21	9	8	8	8	8	8	8
San Jacinto	8	8	9	9	9	9	8	8	9	9	9	9	8	8	9	9	9	9
Trinity	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Walker	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11
Waller	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
<b>Total</b>	<b>18,066</b>	<b>18,847</b>	<b>18,006</b>	<b>17,226</b>	<b>16,518</b>	<b>16,237</b>	<b>9,874</b>	<b>10,655</b>	<b>9,814</b>	<b>9,034</b>	<b>8,326</b>	<b>8,045</b>	<b>17,943</b>	<b>19,720</b>	<b>18,617</b>	<b>17,469</b>	<b>16,391</b>	<b>16,017</b>



## Agenda Item 9

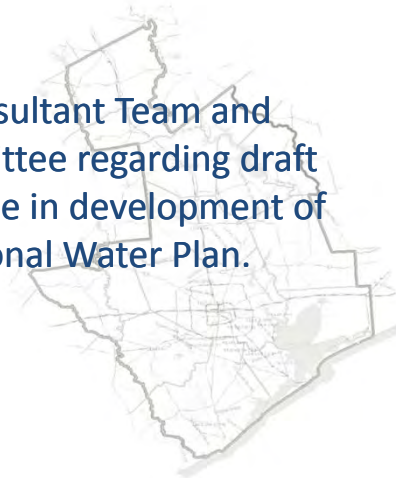
Receive update from Consultant Team and Population Demands Committee regarding draft population and demand projections for use in development of the 2016 Region H Regional Water Plan.



Agenda Item 9  
Population Demand Committee



Receive update from Consultant Team and Population Demands Committee regarding draft population projections for use in development of the 2016 Region H Regional Water Plan.



Agenda Item 9  
Population Demand Committee



Progress Since December 2012

- Received WUG-level population and demands
- Developed WUG survey instrument



Agenda Item 9  
Population Demand Committee



## TWDB WUG Projections

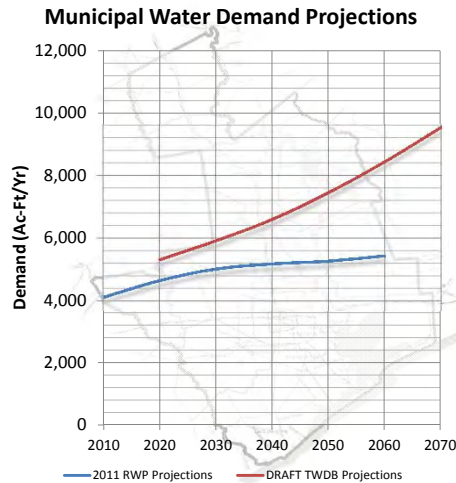
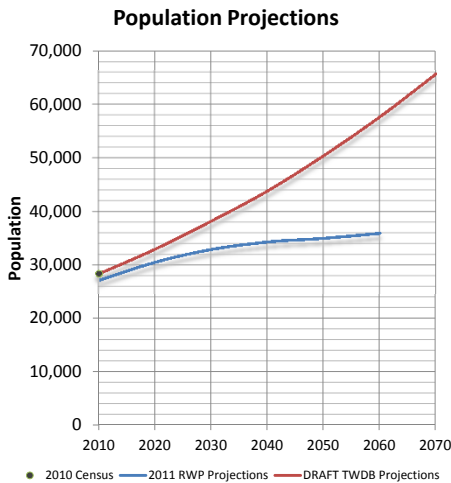
- **Population**
  - 5-County Area values provided by Region H
  - TWDB values for remaining counties
- **Demands**
  - All developed by TWDB
  - Based on 2011 GPCD values
  - Water efficiency savings (toilets, showerheads, dishwashers, clothes washers)



Agenda Item 9  
Population Demand Committee



## Austin

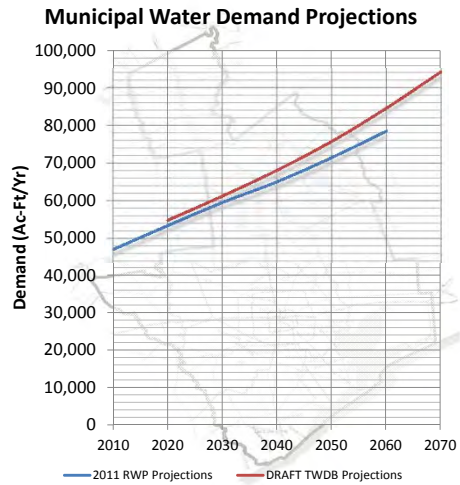
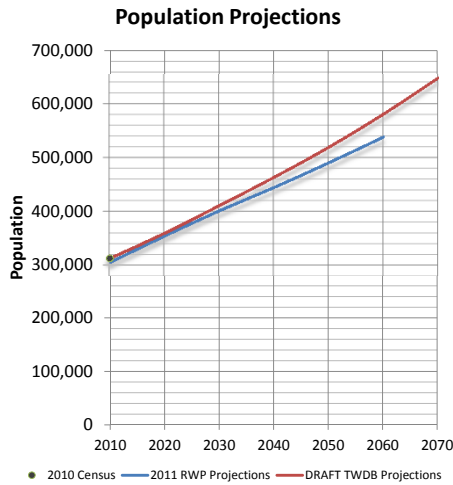




# Agenda Item 9 Population Demand Committee



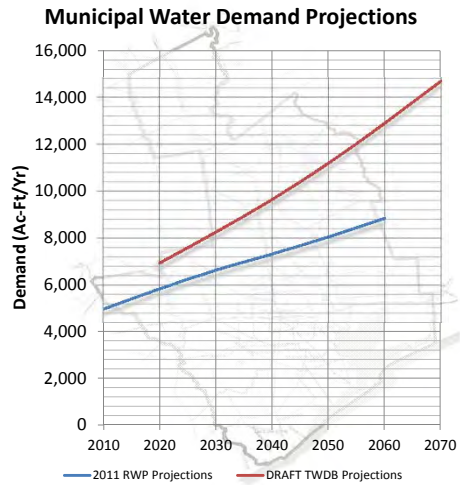
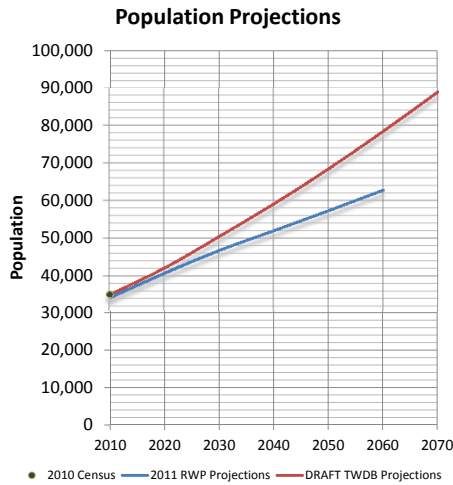
## Brazoria



# Agenda Item 9 Population Demand Committee



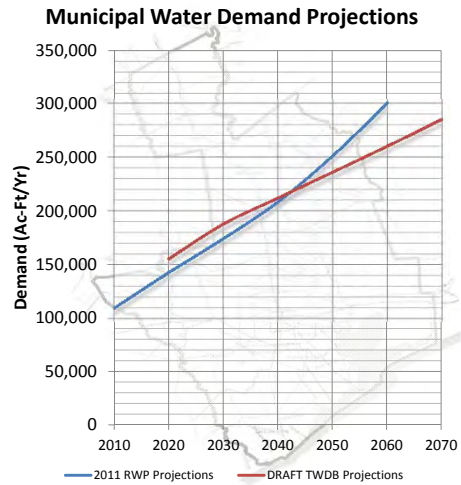
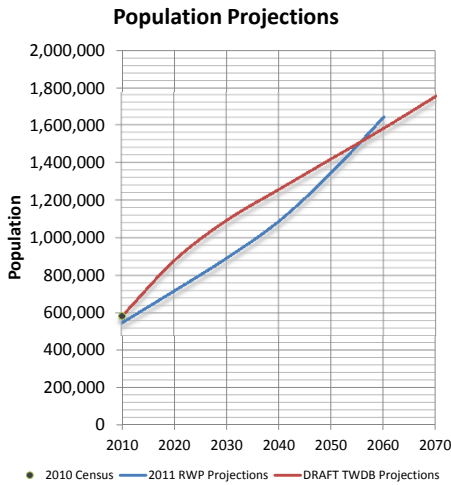
## Chambers



# Agenda Item 9 Population Demand Committee



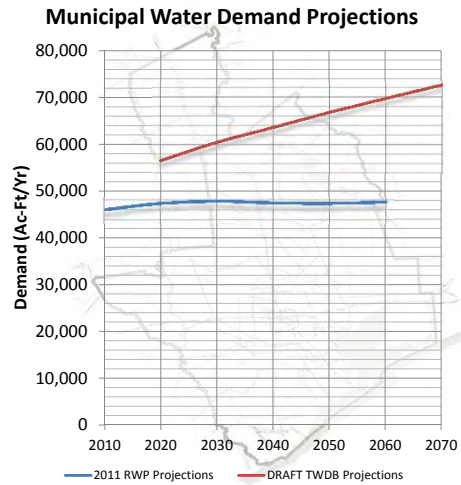
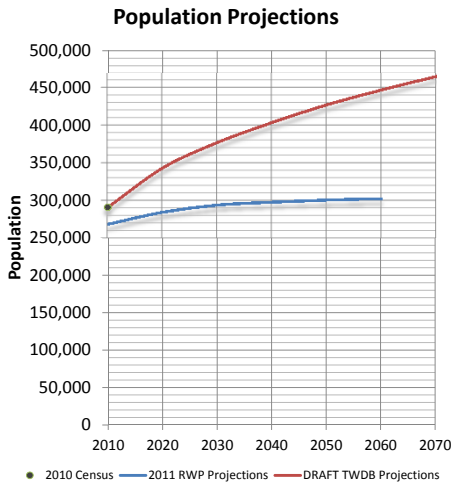
## Fort Bend



# Agenda Item 9 Population Demand Committee



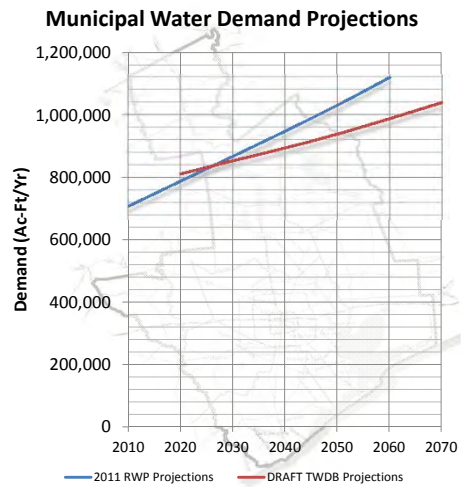
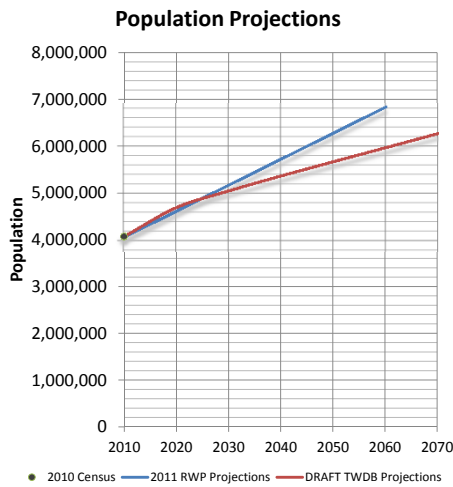
## Galveston



# Agenda Item 9 Population Demand Committee



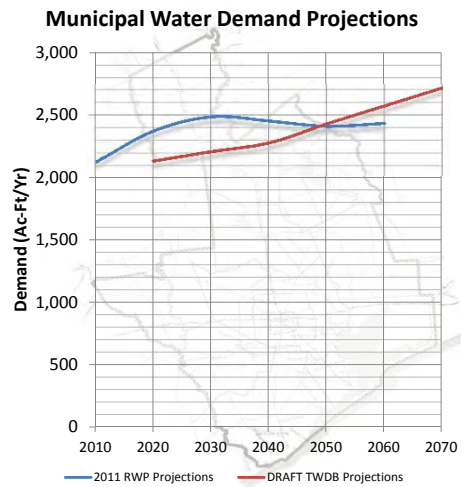
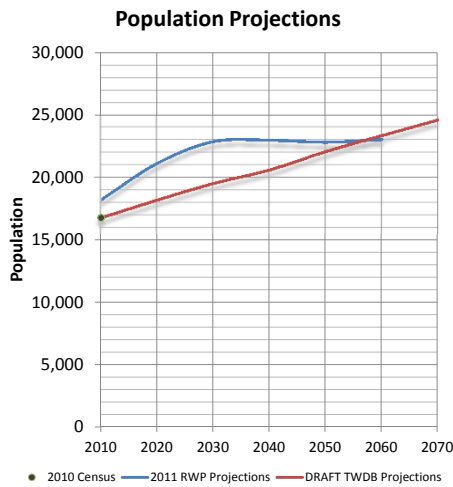
## Harris



# Agenda Item 9 Population Demand Committee



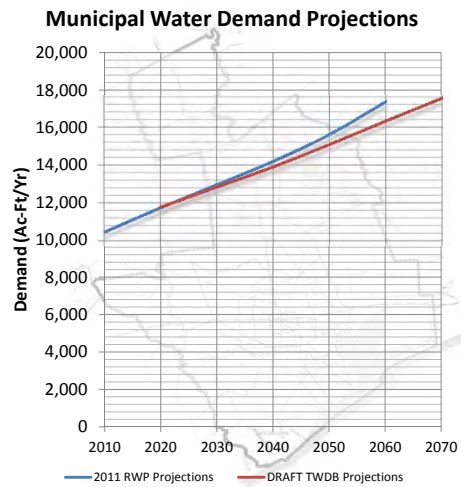
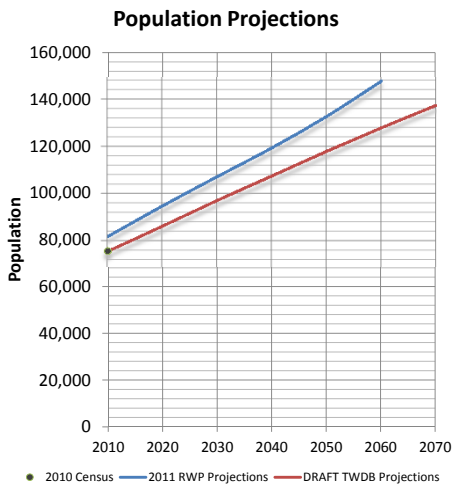
## Leon



# Agenda Item 9 Population Demand Committee



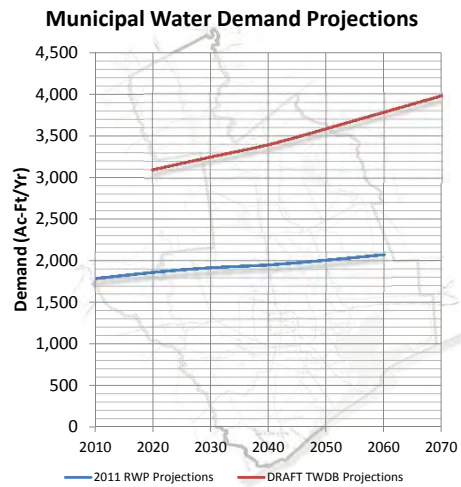
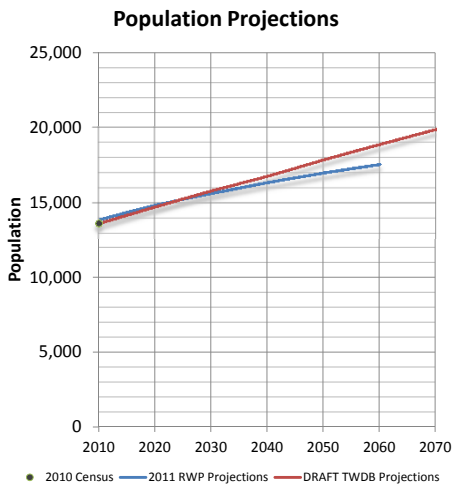
## Liberty



# Agenda Item 9 Population Demand Committee



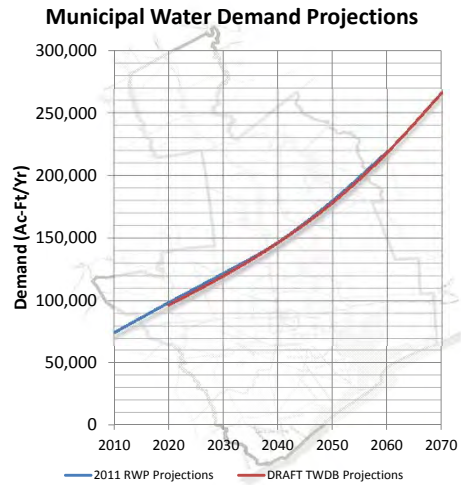
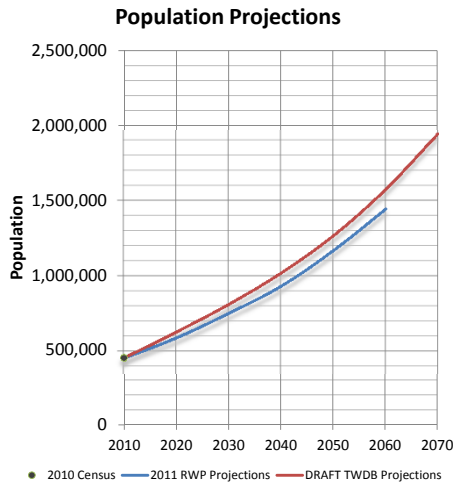
## Madison



Agenda Item 9  
Population Demand Committee



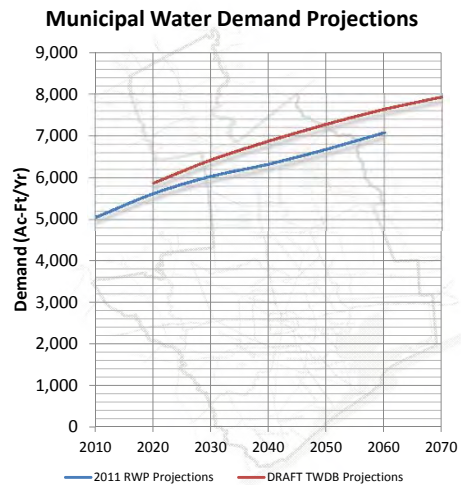
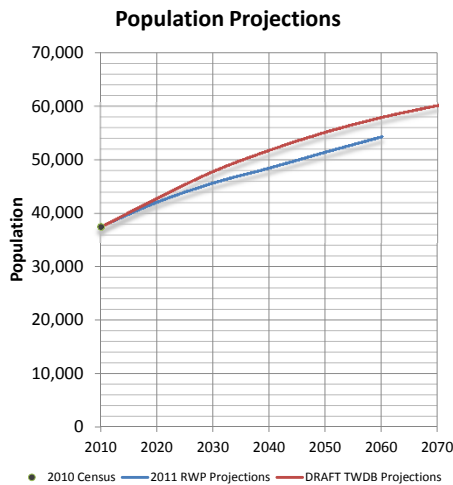
## Montgomery



Agenda Item 9  
Population Demand Committee



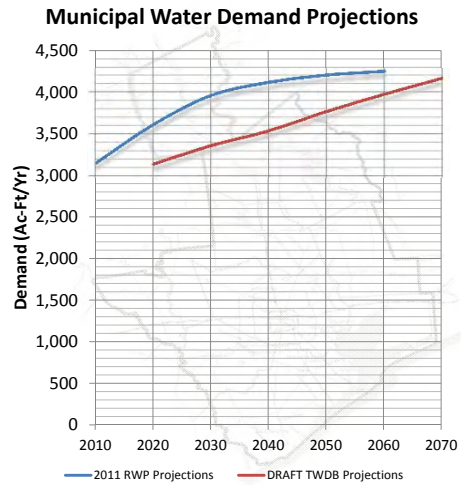
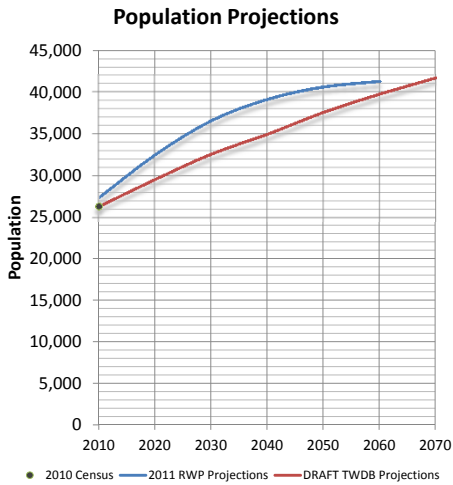
## Polk



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Population Demand Committee



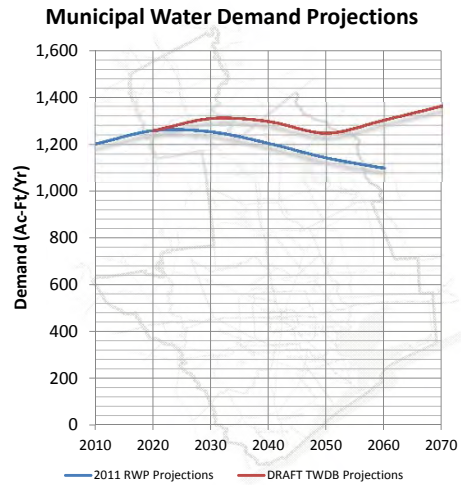
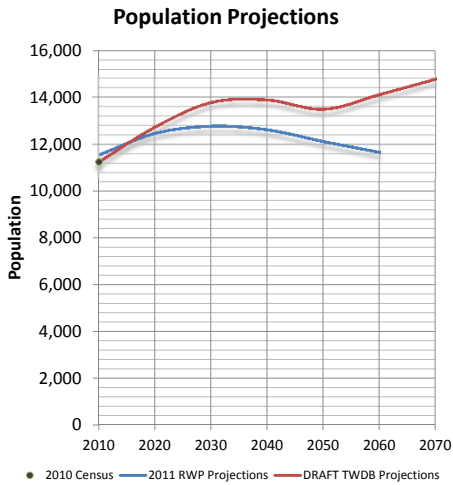
### San Jacinto



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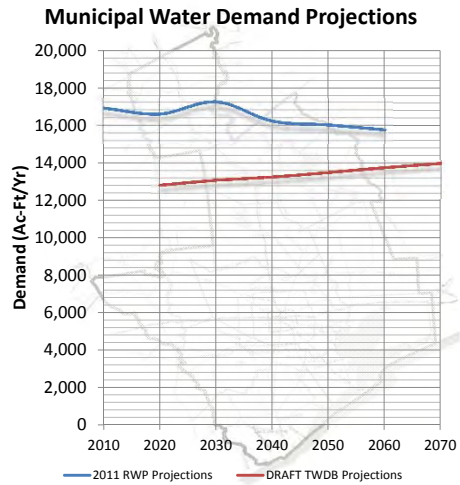
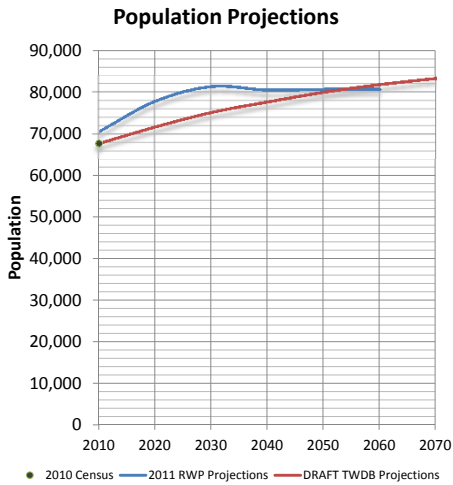
### Trinity



# Agenda Item 9 Population Demand Committee



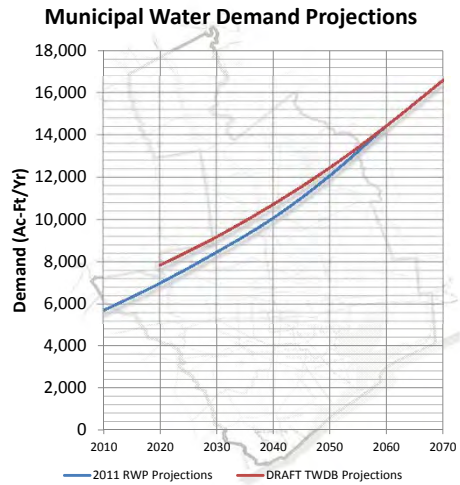
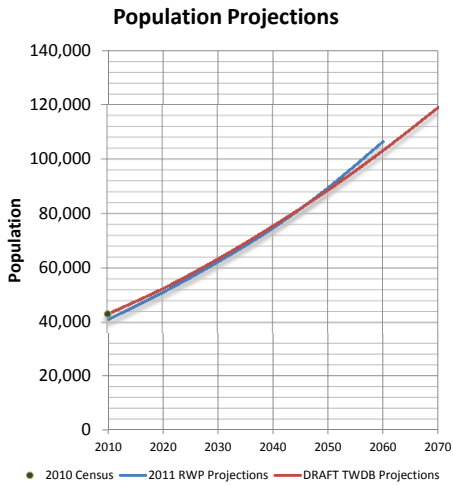
## Walker



# Agenda Item 9 Population Demand Committee



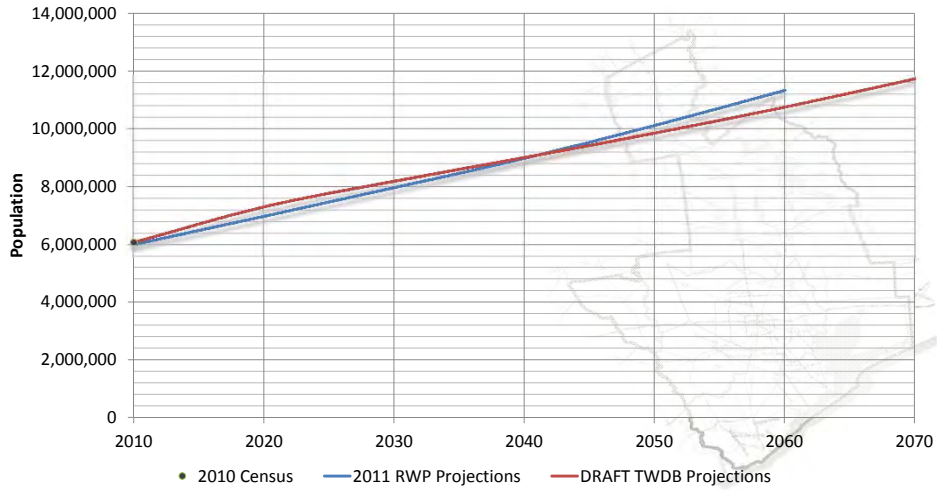
## Waller



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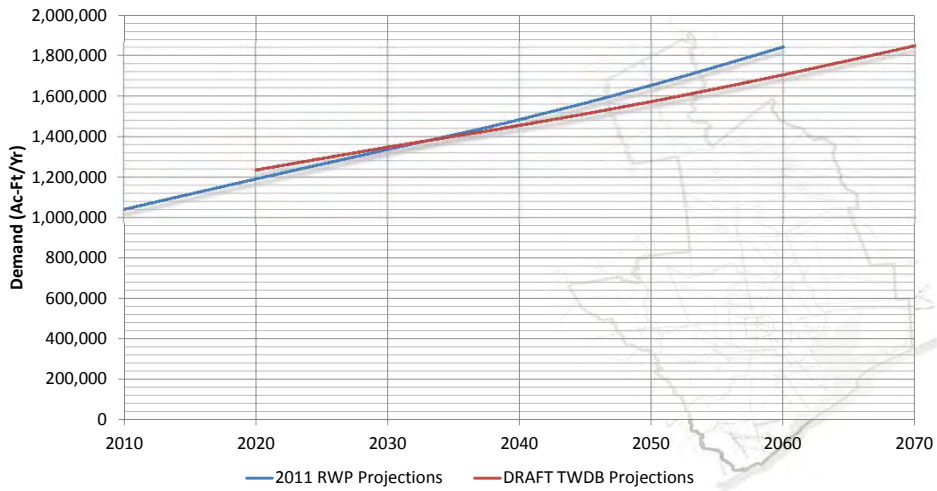
### Region H Population



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### Region H Demands

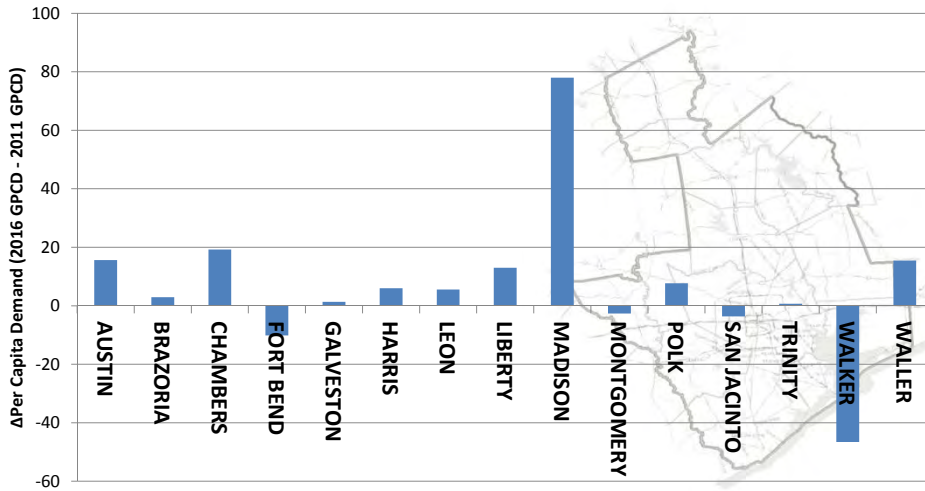




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### Shifting Per-Capita Demands

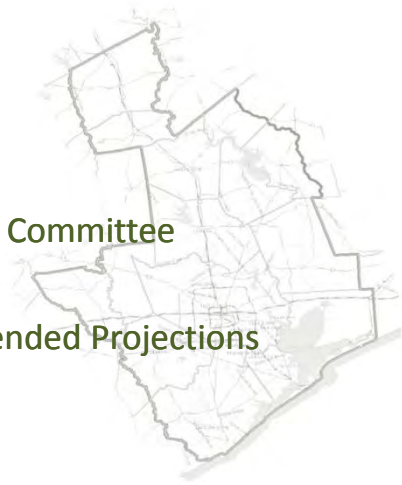


Agenda Item 9  
Population Demand Committee



### Next Steps

- WUG Input
  - Specific criteria for revision
- Review by Population Demands Committee
- Return to RWPG with Recommended Projections
  - August 16, 2013





## WUG Survey

- Online survey tool
- >250 WUGs and WWPs
- Distributed via email
- Multiple topics
  - Population
  - Demand
  - Supply
  - Infrastructure
  - Strategies
  - Conservation
  - Drought management



**Region H Regional Water Planning Group**  
**DRAFT Water User Group (WUG) Population Projections**  
**Austin County**

WUG	County	Census 2010 Population	Population Projections				Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)							
			2020	2030	2040	2050		2060	2070	2020	2030	2040	2050	2060	2070
Belville	Austin	4,097	4,386	4,716	5,070	5,485	5,940	6,445	257	1,217	1,286	1,366	1,468	1,588	1,722
County-Other	Austin	16,302	19,677	23,527	27,660	32,504	37,820	43,721	115	2,332	2,695	3,103	3,610	4,190	4,839
San Felipe	Austin	747	868	1,006	1,154	1,328	1,518	1,729	248	231	263	298	341	389	443
Sealy	Austin	6,019	6,754	7,592	8,492	9,546	10,703	11,987	192	1,380	1,517	1,671	1,863	2,086	2,334
Wallis	Austin	1,252	1,329	1,416	1,510	1,620	1,740	1,874	117	161	165	171	180	193	207
<b>Austin County Total</b>		<b>28,417</b>	<b>33,014</b>	<b>38,257</b>	<b>43,886</b>	<b>50,483</b>	<b>57,721</b>	<b>65,756</b>	<b>N/A</b>	<b>5,321</b>	<b>5,926</b>	<b>6,609</b>	<b>7,462</b>	<b>8,446</b>	<b>9,545</b>

**Region H Regional Water Planning Group**  
**DRAFT Water User Group (WUG) Population Projections**  
**Brazoria County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Alvin	Brazoria	24,236	26,830	28,832	31,157	34,065	37,803	42,709	136	3,803	3,962	4,183	4,519	5,001	5,644
Angleton	Brazoria	18,862	19,064	19,208	19,342	19,482	19,629	19,785	101	1,964	1,893	1,835	1,810	1,816	1,830
Bailey's Prairie	Brazoria	727	748	786	804	824	842	861	115	89	90	89	90	92	94
Brazoria	Brazoria	3,019	3,121	3,212	3,285	3,347	3,400	3,448	100	318	313	309	308	312	316
Brazoria County MUD #2	Brazoria	5,341	5,348	5,348	5,351	5,355	5,359	5,363	373	2,199	2,190	2,185	2,183	2,183	2,184
Brazoria County MUD #21	Brazoria	3,094	3,707	3,867	4,168	4,469	4,770	4,968	137	549	568	610	653	695	724
Brazoria County MUD #3	Brazoria	3,652	3,653	3,659	3,717	3,775	3,833	3,911	145	566	558	560	565	572	584
Brazoria County MUD #4	Brazoria	1,997	2,002	2,004	2,019	2,034	2,050	2,059	147	308	298	293	294	296	297
Brazoria County MUD #6	Brazoria	3,156	3,158	3,169	3,180	3,192	3,207	3,207	198	681	676	676	676	677	680
Brookside Village	Brazoria	1,523	1,691	1,849	2,373	3,006	3,769	4,689	115	198	207	258	325	406	504
Clute	Brazoria	11,211	11,440	11,830	12,255	12,706	13,189	13,705	124	1,476	1,475	1,486	1,518	1,570	1,631
County Other	Brazoria	85,152	109,994	142,514	173,919	206,396	241,565	279,432	160	18,458	23,299	28,046	33,077	38,654	44,688
Danbury	Brazoria	1,715	1,722	1,722	1,722	1,723	1,723	1,724	100	176	169	163	160	159	159
Freeport	Brazoria	12,049	12,863	13,645	14,356	15,019	15,661	16,299	109	1,429	1,449	1,472	1,512	1,571	1,634
Hillcrest	Brazoria	730	730	731	733	734	736	737	153	118	115	112	111	111	111
Holiday Lakes	Brazoria	1,107	1,109	1,110	1,112	1,115	1,117	1,119	60	75	75	75	75	76	76
Iowa Colony	Brazoria	1,170	2,312	2,635	3,115	3,546	3,941	4,187	124	292	326	381	431	479	508
Jones Creek	Brazoria	2,020	2,042	2,068	2,088	2,102	2,113	2,121	72	143	139	141	142	143	143
Lake Jackson	Brazoria	26,849	27,308	28,096	28,933	29,843	30,833	31,914	183	5,320	5,346	5,401	5,514	5,685	5,883
Mamvel	Brazoria	5,179	11,619	18,954	25,612	33,127	41,930	52,829	112	1,306	2,072	2,774	3,574	4,518	5,689
Oyster Creek	Brazoria	1,111	1,131	1,154	1,182	1,217	1,259	1,310	206	250	250	251	256	265	275
Pearland	Brazoria	86,811	95,540	102,021	110,302	119,256	129,061	138,361	135	13,713	14,426	15,463	16,637	17,966	19,248
Richwood	Brazoria	3,510	3,647	3,797	3,948	4,109	4,282	4,467	101	377	377	380	388	403	420
Sweeny	Brazoria	3,684	3,704	3,716	3,731	3,747	3,765	3,785	122	469	454	442	436	437	439
Varner Creek UD	Brazoria	1,356	1,529	1,532	1,534	1,536	1,537	1,539	135	213	207	201	201	201	201
West Columbia	Brazoria	3,905	3,923	3,939	3,959	3,983	4,009	4,039	109	437	419	404	405	406	409
<b>Brazoria County Total</b>		<b>313,166</b>	<b>359,935</b>	<b>411,387</b>	<b>463,886</b>	<b>519,696</b>	<b>581,368</b>	<b>648,568</b>	<b>N/A</b>	<b>54,927</b>	<b>61,353</b>	<b>68,190</b>	<b>75,860</b>	<b>84,694</b>	<b>94,371</b>

Region H Regional Water Planning Group  
**DRAFT** Water User Group (WUG) Population Projections  
 Chambers County

WUG	County	Census 2010 Population	Population Projections					Base Dry Comments	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Anahuac	Chambers	2,243	2,269	2,300	2,332	2,366	2,403	2,442	114	267	260	255	254	257	261
Baytown	Chambers	4,116	4,866	5,756	6,676	7,667	8,726	9,839	129	653	747	844	955	1,083	1,221
Beach City	Chambers	2,198	2,630	3,142	3,671	4,241	4,850	5,490	115	315	365	420	481	549	621
County-Other	Chambers	10,355	12,504	15,056	17,694	20,533	23,570	26,759	109	1,422	1,665	1,926	2,217	2,539	2,879
Cove	Chambers	510	656	829	1,008	1,201	1,407	1,624	116	79	96	114	134	157	181
Mont Belvieu	Chambers	3,835	5,013	6,410	7,855	9,411	11,075	12,822	397	2,185	2,775	3,389	4,053	4,767	5,518
Old River-Winfree	Chambers	1,104	1,327	1,590	1,863	2,157	2,470	2,800	70	90	107	126	145	167	189
Trinity Bay Conservation District	Chambers	10,735	12,897	15,460	18,111	20,965	24,018	27,223	145	1,944	2,256	2,591	2,971	3,397	3,847
<b>Chambers County Total</b>		<b>35,096</b>	<b>42,162</b>	<b>50,543</b>	<b>59,210</b>	<b>68,541</b>	<b>78,519</b>	<b>88,999</b>	<b>N/A</b>	<b>6,955</b>	<b>8,271</b>	<b>9,665</b>	<b>11,210</b>	<b>12,916</b>	<b>14,717</b>

**Region H Regional Water Planning Group  
DRAFT Water User Group (WUG) Population Projections  
Fort Bend County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Arcola	Fort Bend	1,642	1,874	2,848	3,748	4,605	5,302	5,999	226	330	428	523	601	680	
Beasley	Fort Bend	641	666	727	847	1,013	1,240	1,551	78	82	93	109	133	166	
County-Other	Fort Bend	67,197	168,338	262,046	355,006	455,328	565,093	692,531	23,652	36,075	48,535	62,072	76,978	94,283	
Fairchilds	Fort Bend	763	783	915	1,026	1,186	1,422	1,778	94	106	116	132	157	196	
Fort Bend County MUD #116	Fort Bend	2,298	2,505	2,843	3,340	3,729	4,118	4,506	580	654	767	854	942	1,031	
Fort Bend County MUD #121	Fort Bend	2,702	3,188	3,461	4,094	4,741	5,389	6,037	394	423	498	575	652	730	
Fort Bend County MUD #129	Fort Bend	2,249	2,680	3,848	4,933	5,838	6,471	6,475	664	947	1,211	1,432	1,586	1,587	
Fort Bend County MUD #23	Fort Bend	10,276	11,693	12,464	12,884	13,305	13,725	14,145	1,318	1,387	1,428	1,469	1,511	1,556	
Fort Bend County MUD #25	Fort Bend	9,246	9,412	9,502	9,649	9,822	10,000	10,181	1,212	1,199	1,200	1,210	1,228	1,250	
Fulshear	Fort Bend	1,134	12,106	13,755	14,932	15,925	16,784	17,543	1,378	1,549	1,679	1,788	1,884	1,967	
Greatwood	Fort Bend	11,538	12,140	12,601	12,669	12,736	12,803	12,870	1,197	1,209	1,193	1,186	1,188	1,194	
Houston	Fort Bend	38,157	41,589	44,084	46,095	47,876	49,329	50,432	8,426	8,739	8,994	9,266	9,530	9,739	
Katy	Fort Bend	1,677	6,908	16,048	16,136	16,205	16,259	16,302	1,664	3,798	3,796	3,800	3,810	3,819	
Meadows Place	Fort Bend	4,660	4,669	4,761	4,856	4,953	5,052	5,153	773	765	761	767	780	796	
Missouri City	Fort Bend	61,752	75,849	93,347	110,720	125,923	135,484	141,294	149	11,858	14,199	16,577	18,715	20,104	
Needville	Fort Bend	2,823	2,836	2,874	2,922	2,995	3,104	3,267	300	292	287	289	298	313	
North Fort Bend Water Authority	Fort Bend	167,669	295,165	360,606	385,992	405,068	420,993	435,078	166	52,600	63,640	67,917	71,137	73,854	
Pearland	Fort Bend	720	3,495	3,766	4,691	5,615	6,543	7,621	135	502	658	784	911	1,061	
Pecan Grove MUD #1	Fort Bend	11,376	11,510	11,535	11,581	11,620	11,653	11,683	166	2,016	1,963	1,922	1,923	1,928	
Plantation Mud	Fort Bend	3,948	3,948	3,948	3,948	3,948	3,948	3,948	103	417	385	377	376	376	
Pleak	Fort Bend	1,044	1,350	1,580	1,691	1,797	1,907	2,034	115	158	179	187	208	222	
Richmond	Fort Bend	11,679	12,400	12,890	13,510	14,375	15,236	16,093	155	2,023	2,098	2,207	2,333	2,463	
Rosenberg	Fort Bend	30,618	40,384	42,560	44,928	47,378	50,227	53,654	114	4,707	4,823	4,989	5,205	5,873	
Sienna Plantation	Fort Bend	13,721	18,447	23,593	32,113	40,633	49,154	57,016	194	3,899	4,950	6,718	8,486	11,890	
Simonton	Fort Bend	814	884	1,047	1,369	1,623	1,826	1,992	115	105	151	176	198	216	
Stafford	Fort Bend	17,383	17,761	18,241	18,845	19,518	20,271	21,115	221	4,238	4,290	4,383	4,512	4,678	
Sugar Land	Fort Bend	94,037	105,510	114,908	122,172	129,275	135,224	139,312	246	28,173	30,347	32,045	33,780	36,352	
Weston Lakes	Fort Bend	2,482	2,621	2,791	3,019	3,247	3,475	3,704	552	1,604	1,838	1,974	2,111	2,250	
WHCRWA	Fort Bend	11,129	11,255	11,534	11,591	11,656	11,750	11,850	123	1,441	1,449	1,437	1,446	1,457	
<b>Fort Bend County Total</b>		<b>585,375</b>	<b>881,966</b>	<b>1,095,123</b>	<b>1,259,307</b>	<b>1,421,933</b>	<b>1,583,782</b>	<b>1,755,164</b>	<b>N/A</b>	<b>155,697</b>	<b>188,194</b>	<b>212,293</b>	<b>236,381</b>	<b>260,470</b>	<b>285,516</b>

**Region H Regional Water Planning Group  
DRAFT Water User Group (WUG) Population Projections  
Galveston County**

WUG	County	Census 2010 Population	Population Projections				Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)							
			2020	2030	2040	2050		2060	2070	2020	2030	2040	2050	2060	2070
Bacliff MUD	Galveston	7,034	7,310	7,416	7,524	7,633	7,742	7,850	539	516	506	514	521	528	
Bayou Vista	Galveston	1,537	1,538	1,541	1,544	1,546	1,548	1,549	169	276	265	262	262	262	
Bolivar Peninsula SUD	Galveston	2,394	2,943	3,480	4,118	4,875	5,771	6,835	68	198	277	328	388	460	
Clear Lake Shores	Galveston	1,063	1,525	1,579	1,579	1,579	1,579	1,579	341	562	571	571	570	570	
County-Other	Galveston	17,946	20,602	22,972	24,891	26,696	28,435	30,106	120	2,559	2,928	3,105	3,298	3,490	
Dickinson	Galveston	18,680	19,103	20,048	21,121	22,176	23,223	24,269	122	2,435	2,480	2,554	2,766	2,889	
Friendswood	Galveston	25,497	27,724	29,656	31,856	34,254	36,885	39,790	166	4,882	5,104	5,399	5,759	6,189	
Galveston	Galveston	47,743	51,260	54,643	57,846	60,955	63,941	67,085	300	16,623	17,422	18,285	19,244	20,165	
Hitchcock	Galveston	6,961	8,604	10,217	11,248	12,053	12,692	13,205	109	949	1,079	1,157	1,224	1,285	
Jamaica Beach	Galveston	983	989	998	1,007	1,017	1,030	1,044	243	261	259	260	263	266	
Kemah	Galveston	1,773	4,685	6,166	6,392	6,572	6,719	6,842	213	1,045	1,358	1,402	1,438	1,496	
La Marque	Galveston	14,509	20,111	21,970	22,429	22,810	23,133	23,414	151	3,137	3,339	3,351	3,376	3,419	
League City	Galveston	81,988	106,764	120,273	130,742	139,323	144,257	147,634	127	14,194	15,650	16,806	17,792	18,808	
San Leon MUD	Galveston	4,912	5,547	6,066	6,466	6,866	7,266	7,667	63	373	408	435	462	489	
Santa Fe	Galveston	12,222	12,524	12,895	13,356	13,825	14,300	14,783	105	1,358	1,349	1,358	1,383	1,425	
Texas City	Galveston	45,099	51,369	56,474	60,714	64,373	67,607	70,539	133	7,077	7,522	7,896	8,270	8,665	
Tiki Island	Galveston	968	972	979	987	994	998	1,002	231	243	240	241	241	242	
<b>Galveston County Total</b>		<b>291,309</b>	<b>343,570</b>	<b>377,373</b>	<b>403,820</b>	<b>427,547</b>	<b>447,126</b>	<b>465,193</b>	<b>N/A</b>	<b>56,711</b>	<b>60,568</b>	<b>63,689</b>	<b>66,878</b>	<b>69,801</b>	<b>72,658</b>

**Region H Regional Water Planning Group**  
**DRAFT Water User Group (WUG) Population Projections**  
**Harris County**

WUG	County	Census 2010 Population	Population Projections						Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060	2070	2020	2030	2040	2050	2060	2070	
Baytown	Harris	67,686	70,823	71,910	73,138	74,384	75,647	76,926	129	9,497	9,330	9,238	9,258	9,388	9,544
Belaire	Harris	16,855	17,135	18,622	20,250	22,020	23,952	26,059	207	3,804	4,045	4,329	4,669	5,070	5,514
Blue Bell Manor Utility Company	Harris	2,879	2,879	2,982	3,152	3,336	3,525	3,689	209	646	656	681	715	754	788
Bunker Hill Village	Harris	3,633	3,803	4,105	4,431	4,784	5,164	5,575	391	1,626	1,734	1,856	1,995	2,152	2,323
Central Harris County Regional Water Authority	Harris	44,672	50,418	55,097	58,372	61,420	64,232	67,191	92	4,789	5,082	5,288	5,507	5,738	5,998
Chimney Hill MUD	Harris	5,504	5,504	5,589	5,665	5,750	5,843	5,946	103	583	569	559	557	564	573
Clear Brook City MUD	Harris	15,665	17,670	18,631	20,075	21,345	22,532	23,648	87	1,569	1,600	1,646	1,765	1,856	1,946
Country-Other	Harris	204,630	260,513	310,566	351,443	388,338	422,180	454,453	129	34,837	40,215	44,646	48,881	53,027	57,045
Crosby MUD	Harris	2,517	2,603	2,768	2,823	2,877	2,932	2,988	118	313	317	322	327	332	338
Deer Park	Harris	32,010	34,255	35,974	37,482	38,853	40,131	41,355	121	4,288	4,347	4,408	4,503	4,637	4,776
El Dorado UD	Harris	2,738	2,807	2,930	3,057	3,184	3,233	3,233	92	260	257	256	261	264	264
El Lago	Harris	2,706	2,733	2,750	2,762	2,773	2,785	2,797	115	322	310	301	302	302	303
Fountainview Subdivision	Harris	1,928	1,929	1,941	1,953	1,966	1,980	1,995	91	176	168	160	160	161	162
Friendswood	Harris	10,308	11,925	14,393	16,073	17,783	19,431	21,257	166	2,100	2,477	2,724	2,990	3,261	3,565
Galena Park	Harris	10,887	10,887	11,092	11,303	11,520	11,742	11,969	78	842	806	779	775	790	805
Green Trails MUD	Harris	1,743	1,820	1,828	1,846	1,860	1,870	1,877	282	555	548	547	550	553	555
Greenwood UD	Harris	4,107	4,741	5,452	5,518	5,586	5,654	5,725	75	359	398	395	395	399	403
Harris County MUD #106	Harris	3,447	4,655	4,725	4,912	5,046	5,145	5,219	255	1,301	1,315	1,364	1,399	1,425	1,445
Harris County MUD #11	Harris	2,775	3,203	3,411	3,573	3,673	3,733	3,819	102	332	331	332	339	351	364
Harris County MUD #119	Harris	5,923	5,927	6,119	6,346	6,590	6,758	6,908	85	504	491	484	490	500	510
Harris County MUD #132	Harris	4,795	5,006	5,079	5,122	5,154	5,177	5,195	170	898	885	873	876	878	881
Harris County MUD #148 - Kingslake	Harris	3,052	3,615	3,809	3,842	3,877	3,913	3,950	73	269	276	274	274	276	278
Harris County MUD #151	Harris	5,874	5,990	6,051	6,101	6,138	6,165	6,185	158	1,012	1,006	1,002	1,002	1,004	1,007
Harris County MUD #152	Harris	7,566	8,154	8,360	8,658	8,890	9,063	9,191	128	1,107	1,114	1,140	1,162	1,182	1,198
Harris County MUD #153	Harris	6,843	7,027	7,031	7,053	7,069	7,081	7,090	159	1,200	1,185	1,174	1,174	1,173	1,174
Harris County MUD #154	Harris	5,635	5,851	5,917	6,072	6,238	6,416	6,607	134	825	814	819	832	854	879
Harris County MUD #158	Harris	4,951	4,992	4,992	4,992	4,992	4,992	4,992	103	534	518	505	498	497	497
Harris County MUD #180	Harris	5,033	5,788	6,279	6,651	6,715	6,715	6,715	88	514	536	553	550	550	548
Harris County MUD #189	Harris	2,615	3,982	4,224	4,383	4,552	4,729	4,916	93	357	362	375	388	402	417
Harris County MUD #221	Harris	3,785	4,043	4,398	4,563	4,720	4,873	5,025	93	399	428	443	456	469	484
Harris County MUD #278	Harris	5,522	6,944	7,622	8,030	8,323	8,541	8,702	95	697	753	789	815	834	849
Harris County MUD #290	Harris	3,703	4,944	5,166	5,403	5,579	5,709	5,806	115	609	630	658	677	692	703
Harris County MUD #345	Harris	3,072	3,476	3,504	3,535	3,559	3,576	3,589	211	786	781	779	779	781	784
Harris County MUD #400 - West	Harris	2,575	4,817	5,183	5,476	5,729	5,868	5,931	151	785	839	885	925	946	956
Harris County MUD #46	Harris	3,822	4,017	4,025	4,028	4,030	4,031	4,032	156	664	651	640	634	633	633
Harris County MUD #49	Harris	3,676	4,676	4,866	5,008	5,118	5,205	5,275	94	456	465	472	479	486	493
Harris County MUD #5	Harris	6,091	6,280	6,599	7,023	7,477	7,965	8,489	80	508	509	522	544	577	614
Harris County MUD #50	Harris	2,176	2,177	2,199	2,245	2,277	2,284	2,292	122	273	263	265	267	267	268
Harris County MUD #55	Harris	14,011	14,071	14,923	15,664	16,582	18,055	19,802	100	1,442	1,461	1,480	1,537	1,666	1,825
Harris County MUD #58	Harris	4,486	4,595	4,597	4,598	4,598	4,598	4,600	104	485	462	443	442	440	440
Harris County MUD #66	Harris	5,100	6,782	7,032	7,495	8,043	8,568	8,957	83	582	592	625	666	707	738
Harris County MUD #96	Harris	1,829	3,603	3,926	4,364	4,797	5,258	5,612	60	204	223	243	266	294	337
Harris County UD #14	Harris	3,523	3,603	3,926	4,364	4,797	5,258	5,612	137	521	552	601	654	715	763
Harris County WCID #1	Harris	5,840	5,916	6,110	6,359	6,609	6,859	7,108	100	597	583	587	607	627	650
Harris County WCID #133	Harris	5,323	5,324	5,375	5,614	6,056	6,533	7,047	119	658	641	648	687	738	796
Harris County WCID #74	Harris	5,043	5,045	5,264	5,518	5,721	5,887	6,065	148	785	792	809	827	849	874
Harris County WCID #96	Harris	3,804	4,690	4,745	4,823	4,903	4,984	5,067	171	873	878	891	904	918	933
Hedwig Village	Harris	2,557	2,580	2,771	2,975	3,194	3,429	3,683	520	1,477	1,572	1,677	1,794	1,925	2,067



**Region H Regional Water Planning Group  
 DRAFT Water User Group (WUG) Population Projections  
 Harris County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Hilshire Village	Harris	746	749	791	857	951	1,051	1,160	242	196	203	217	239	263	291
Houston	Harris	2,058,056	2,201,986	2,377,662	2,550,707	2,724,216	2,902,574	3,090,056	190	446,074	471,302	497,689	527,211	560,720	596,695
Humble	Harris	15,133	17,243	20,928	23,603	25,590	27,068	28,170	149	2,687	3,157	3,493	3,753	3,962	4,122
Hunters Creek Village	Harris	4,367	4,461	4,817	5,202	5,619	6,068	6,553	480	2,353	2,516	2,698	2,904	3,134	3,384
Juncos City	Harris	10,553	10,603	10,908	11,224	11,546	11,879	12,222	74	774	776	755	776	799	822
Jersey Village	Harris	7,620	7,723	7,790	7,936	8,096	8,272	8,465	210	1,746	1,733	1,742	1,764	1,799	1,841
Katy	Harris	11,269	13,337	14,032	14,556	15,018	15,438	15,830	226	3,212	3,321	3,425	3,522	3,618	3,709
Kings Manor MUD	Harris	870	895	906	926	940	951	959	112	105	104	104	104	105	106
Kirkmont MUD	Harris	2,316	2,323	2,548	2,759	2,982	3,223	3,483	154	378	401	425	453	489	528
La Porte	Harris	33,800	34,345	34,774	35,292	35,785	36,261	36,729	134	4,809	4,715	4,659	4,654	4,702	4,762
League City	Harris	1,572	2,919	3,304	3,542	3,720	3,849	3,944	127	389	430	456	476	491	503
Longhorn Town UD	Harris	923	1,273	1,292	1,302	1,309	1,315	1,319	209	287	288	289	290	291	292
Mason Creek UD	Harris	6,609	6,610	6,610	6,610	6,610	6,610	6,610	184	1,290	1,254	1,233	1,230	1,228	1,228
Missouri City	Harris	5,606	5,650	6,439	7,082	7,773	8,529	9,352	149	884	980	1,061	1,156	1,266	1,388
Mount Houston Road MUD	Harris	3,382	5,017	6,179	7,015	7,637	8,101	8,442	95	496	599	676	733	775	807
Nassau Bay	Harris	4,002	4,091	4,149	4,202	4,256	4,310	4,366	242	1,065	1,060	1,057	1,065	1,077	1,091
Newport MUD	Harris	7,661	8,780	9,074	9,302	9,531	9,759	9,988	103	945	956	967	983	1,003	1,027
NHCRWA	Harris	563,564	725,280	773,946	813,595	847,301	877,034	904,208	143	108,816	113,811	118,074	122,083	126,122	129,969
North Belt UD	Harris	1,676	1,788	1,799	1,846	1,897	1,952	2,011	180	341	337	343	352	352	363
North Channel Water Authority	Harris	78,823	82,326	84,755	86,983	89,193	91,387	93,192	213	18,884	19,131	19,396	19,755	20,208	20,604
North Fort Bend Water Authority	Harris	8,539	8,697	8,748	8,790	8,831	8,873	8,914	166	1,550	1,544	1,547	1,551	1,557	1,564
North Green MUD	Harris	2,971	4,072	4,127	4,181	4,241	4,300	4,355	116	476	468	462	463	468	474
Northwest Park MUD	Harris	16,570	16,782	17,493	18,300	19,114	19,950	20,824	171	3,080	3,154	3,257	3,378	3,518	3,671
Parkway UD	Harris	5,633	5,970	6,282	6,328	6,375	6,421	6,468	85	520	528	520	516	518	521
Pasadena	Harris	149,043	154,441	158,841	163,121	167,450	171,877	176,448	141	22,829	22,798	22,864	23,169	23,720	24,343
Pearland	Harris	3,721	4,127	4,440	4,743	5,043	5,343	5,643	135	2,028	2,466	2,936	3,284	3,545	3,741
Piney Point Village	Harris	3,125	3,178	3,495	3,847	4,234	4,659	5,127	492	1,718	1,870	2,043	2,244	2,467	2,714
Sagemeadow UD	Harris	6,234	6,352	6,801	7,367	7,921	8,476	9,043	111	727	745	780	825	879	937
Seabrook	Harris	11,952	12,797	13,005	13,238	13,476	13,717	13,963	138	1,857	1,842	1,839	1,852	1,880	1,913
Shoreacres	Harris	1,493	1,493	1,505	1,527	1,550	1,573	1,596	207	332	327	327	328	333	337
South Houston	Harris	16,983	16,983	17,562	18,161	18,782	19,425	20,088	111	1,945	1,932	1,933	1,963	2,023	2,091
Southside Place	Harris	1,715	1,734	1,865	2,007	2,159	2,323	2,500	144	263	274	288	306	329	353
Spring Valley	Harris	3,715	3,870	4,202	4,541	4,885	5,258	5,660	251	1,048	1,117	1,191	1,272	1,368	1,472
Stafford	Harris	310	310	333	342	361	372	383	221	74	79	80	82	84	86
Sunbelt FWSD	Harris	16,280	16,510	17,366	18,196	19,148	20,247	21,453	101	1,693	1,692	1,701	1,760	1,854	1,963
Taylor Lake Village	Harris	3,544	3,557	3,618	3,654	3,690	3,727	3,765	167	629	623	615	613	618	624
The Commons Water Supply Inc	Harris	2,082	2,981	3,143	3,273	3,370	3,442	3,494	115	359	373	385	394	401	407
The Woodlands	Harris	2,384	16,144	17,484	19,174	20,436	21,378	22,083	222	3,873	4,150	4,520	4,800	5,014	5,177
Tomball	Harris	10,753	12,742	13,457	14,110	14,677	15,182	15,644	234	3,210	3,345	3,474	3,595	3,714	3,826
Trail of the Lakes MUD	Harris	6,908	9,058	9,453	9,578	9,671	9,740	9,791	111	1,043	1,066	1,066	1,068	1,073	1,078
Waller	Harris	446	478	492	513	540	574	617	165	84	84	87	90	96	103
Webster	Harris	10,400	15,071	16,187	17,079	17,776	18,329	18,773	218	3,522	3,742	3,922	4,068	4,190	4,290
West Harris County MUD #6	Harris	2,213	2,428	2,628	2,750	2,841	2,909	2,959	129	327	344	352	360	368	374
West University Place	Harris	14,787	14,972	16,123	17,377	18,728	20,185	21,758	181	2,885	3,029	3,202	3,416	3,674	3,959
WHCRWA	Harris	390,700	555,456	583,011	603,266	619,938	634,059	646,374	123	71,086	73,202	74,859	76,414	77,999	79,463
Windfern Forest UD	Harris	4,163	4,288	4,302	4,311	4,317	4,321	4,324	220	1,021	1,008	997	992	991	992
Woodcreek MUD	Harris	2,332	2,340	2,354	2,375	2,396	2,420	2,445	118	288	282	277	276	278	281
<b>Harris County Total</b>		<b>4,092,459</b>	<b>4,707,870</b>	<b>5,058,144</b>	<b>5,376,099</b>	<b>5,678,242</b>	<b>5,974,068</b>	<b>6,272,346</b>	<b>N/A</b>	<b>812,418</b>	<b>853,893</b>	<b>894,804</b>	<b>939,127</b>	<b>988,265</b>	<b>1,039,592</b>

**Region H Regional Water Planning Group**  
**DRAFT Water User Group (WUG) Population Projections**  
**Leon County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Buffalo	Leon	1,856	1,907	1,954	1,992	2,045	2,091	2,136	172	348	348	348	354	361	368
Centerville	Leon	892	967	1,038	1,094	1,172	1,240	1,306	176	180	189	195	207	218	230
Concord-Robbins WSC	Leon	2,627	2,832	3,025	3,181	3,395	3,580	3,761	76	213	215	216	229	241	253
County-Other	Leon	5,327	5,991	6,616	7,120	7,810	8,408	8,993	112	681	716	753	822	883	943
Flo Community WSC	Leon	3,850	3,916	3,978	4,028	4,097	4,156	4,214	76	297	286	278	276	280	284
Jewett	Leon	1,167	1,462	1,739	1,962	2,269	2,534	2,794	154	238	276	307	353	393	433
Normangee	Leon	609	661	709	747	801	847	892	155	108	112	115	122	129	136
Oakwood	Leon	473	475	477	479	482	484	486	147	74	71	70	70	70	70
<b>Leon County Total</b>		<b>16,801</b>	<b>18,211</b>	<b>19,536</b>	<b>20,603</b>	<b>22,071</b>	<b>23,340</b>	<b>24,582</b>	<b>N/A</b>	<b>2,139</b>	<b>2,213</b>	<b>2,282</b>	<b>2,433</b>	<b>2,575</b>	<b>2,717</b>

**Region H Regional Water Planning Group  
DRAFT Water User Group (WUG) Population Projections  
Liberty County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Ames	Liberty	1,003	1,145	1,290	1,427	1,566	1,698	1,824	61	77	87	96	106	115	123
Cleveland	Liberty	7,666	7,785	7,907	8,023	8,139	8,250	8,356	187	1,551	1,539	1,531	1,537	1,555	1,575
County-Other	Liberty	35,397	36,449	37,531	38,560	39,591	40,580	41,522	118	4,437	4,393	4,371	4,410	4,505	4,608
Daisetta	Liberty	966	1,103	1,242	1,375	1,508	1,635	1,757	114	128	138	148	160	173	186
Dayton	Liberty	7,242	10,220	13,271	16,174	19,087	21,875	24,538	209	2,273	2,898	3,500	4,113	4,709	5,280
Hardin	Liberty	819	944	1,072	1,194	1,316	1,433	1,545	124	122	134	146	160	173	187
Hardin WSC	Liberty	3,214	4,407	5,629	6,792	7,959	9,076	10,143	99	440	541	640	743	845	943
Kenefick	Liberty	563	643	724	801	879	953	1,024	118	78	85	92	99	108	115
LLWSC	Liberty	1,956	2,883	3,833	4,736	5,643	6,511	7,340	70	196	258	319	380	438	494
Liberty	Liberty	8,397	9,104	9,829	10,519	11,211	11,873	12,506	152	1,452	1,521	1,592	1,677	1,772	1,866
Old River-Winfree	Liberty	141	161	182	201	221	239	257	70	11	13	14	15	17	18
Plum Grove	Liberty	600	685	772	854	937	1,016	1,092	115	81	87	94	102	110	118
Tarkington SUD	Liberty	3,243	3,910	4,593	5,243	5,895	6,519	7,115	104	416	472	528	587	648	706
West Hardin WSC	Liberty	320	357	395	431	468	503	536	68	24	27	29	32	34	37
Woodland Hills Water Company	Liberty	4,116	6,507	8,957	11,288	13,628	15,867	18,005	78	500	661	818	980	1,138	1,290
<b>Liberty County Total</b>		<b>75,643</b>	<b>86,303</b>	<b>97,227</b>	<b>107,618</b>	<b>118,048</b>	<b>128,028</b>	<b>137,560</b>	<b>N/A</b>	<b>11,786</b>	<b>12,854</b>	<b>13,918</b>	<b>15,101</b>	<b>16,340</b>	<b>17,546</b>

Region H Regional Water Planning Group  
**DRAFT** Water User Group (WUG) Population Projections  
 Madison County

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
County-Other	Madison	9,192	9,923	10,640	11,291	12,022	12,703	13,371	209	2,219	2,333	2,440	2,578	2,719	2,861
Madisonville	Madison	4,396	4,747	5,089	5,401	5,750	6,077	6,395	173	870	909	947	998	1,053	1,107
Normangee	Madison	76	83	88	94	100	106	111	155	14	14	15	16	17	17
<b>Madison County Total</b>		<b>13,664</b>	<b>14,753</b>	<b>15,817</b>	<b>16,786</b>	<b>17,872</b>	<b>18,886</b>	<b>19,877</b>	<b>N/A</b>	<b>3,103</b>	<b>3,256</b>	<b>3,402</b>	<b>3,592</b>	<b>3,789</b>	<b>3,985</b>

**Region H Regional Water Planning Group**  
**DRAFT Water User Group (WUG) Population Projections**  
**Montgomery County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Benders Landing Water System	Montgomery	1,660	5,094	8,091	11,167	14,243	17,304	17,304	17,304	2,188	3,456	4,762	6,070	7,373	7,372
Cleveland	Montgomery	9	30	36	51	69	92	120	120	187	8	10	14	18	23
Conroe	Montgomery	56,207	77,926	93,516	107,457	120,314	134,086	148,830	162	13,336	15,705	17,863	19,899	22,144	24,564
County-Other	Montgomery	185,829	293,282	427,682	585,027	777,715	1,018,645	1,313,625	118	35,816	50,901	68,894	91,167	119,227	153,649
Curt And Shoot	Montgomery	1,070	1,311	1,421	1,666	1,990	2,419	2,986	90	116	120	134	158	190	235
Dobbin-Plantersville WSC	Montgomery	5,656	8,335	11,255	15,183	20,335	27,097	35,974	76	642	840	1,117	1,485	1,972	2,614
East Plantation UD	Montgomery	1,061	1,074	1,105	1,300	1,495	1,723	1,976	185	212	213	244	278	320	331
Houston	Montgomery	4,050	4,839	6,934	9,275	11,538	13,736	14,375	190	981	1,375	1,810	2,233	2,654	2,776
Indigo Lake Water System	Montgomery	2,129	2,934	4,050	5,820	8,319	11,846	17,602	354	1,133	1,548	2,212	3,156	4,491	6,671
Kings Manor MUD	Montgomery	1,856	1,909	1,963	2,061	2,133	2,187	2,227	112	224	225	231	236	242	246
Lake Windcrest Water System	Montgomery	2,172	2,544	2,868	3,645	4,731	6,250	8,377	328	916	1,026	1,298	1,681	2,219	2,972
Magnolia	Montgomery	1,393	3,105	3,729	4,545	5,740	7,492	10,211	201	656	778	941	1,185	1,545	2,104
Montgomery County MUD #15	Montgomery	621	2,676	4,985	6,185	7,393	8,625	10,565	224	631	1,164	1,442	1,722	2,008	2,459
Montgomery County MUD #18	Montgomery	2,434	3,792	4,082	4,708	5,534	6,747	8,466	126	497	525	598	699	850	1,065
Montgomery County MUD #19	Montgomery	2,838	4,676	6,041	6,868	7,695	8,522	10,527	255	1,285	1,644	1,861	2,080	2,302	2,842
Montgomery County MUD #8	Montgomery	1,991	1,996	2,009	2,023	2,039	2,057	2,076	126	261	253	247	245	247	249
Montgomery County MUD #83	Montgomery	2,656	2,963	3,173	3,560	3,947	4,334	5,205	144	445	462	506	554	607	728
Montgomery County MUD #89	Montgomery	1,120	1,494	1,544	1,595	1,646	1,698	1,734	173	281	289	298	307	316	323
Montgomery County MUD #9	Montgomery	3,669	4,254	4,346	4,413	4,761	5,261	5,429	75	335	337	341	366	402	415
Montgomery County MUD #94	Montgomery	2,961	3,240	3,377	3,849	4,320	4,792	5,744	147	507	520	584	651	720	862
Montgomery County UD #2	Montgomery	2,407	3,441	3,480	3,857	4,234	4,609	4,609	159	592	595	657	720	783	782
Montgomery County UD #3	Montgomery	1,363	1,391	1,423	1,498	1,598	1,732	1,910	120	172	168	172	183	197	217
Montgomery County UD #4	Montgomery	1,790	1,825	2,134	2,154	2,459	3,114	3,967	142	267	303	305	347	438	557
Montgomery County WCID #1	Montgomery	2,555	3,069	4,004	4,037	4,634	5,924	7,607	159	509	642	637	724	923	1,184
New Caney MUD	Montgomery	2,895	2,989	3,279	3,602	3,960	4,360	4,805	86	255	262	274	299	328	361
Oak Ridge North	Montgomery	8,126	8,923	9,867	10,884	12,099	13,563	15,342	84	742	774	818	889	992	1,120
Panorama Village	Montgomery	3,049	3,121	3,265	3,485	3,610	3,655	3,670	169	559	569	595	609	616	618
Patton Village	Montgomery	2,170	2,557	2,601	2,773	3,002	3,309	3,718	214	585	586	617	663	730	819
Point Aquarius MUD	Montgomery	1,557	2,175	2,363	2,624	2,955	3,375	3,908	63	147	159	177	199	227	263
Porter SUD	Montgomery	1,633	1,655	1,663	1,779	1,935	2,143	2,420	190	339	336	355	383	424	478
Rayford Road MUD	Montgomery	15,147	25,185	31,483	37,835	44,073	50,332	55,511	60	1,693	2,116	2,543	2,963	3,383	3,731
River Plantation MUD	Montgomery	7,719	7,878	8,217	8,878	9,615	10,395	10,672	120	994	1,015	1,080	1,159	1,249	1,282
Roman Forest	Montgomery	1,905	2,107	2,244	2,742	3,239	3,786	3,994	228	511	534	651	767	895	944
Shenandoah	Montgomery	1,538	1,553	1,571	1,755	1,991	2,291	2,674	164	271	268	293	329	377	440
Southern Montgomery County MUD	Montgomery	2,134	2,959	3,854	4,226	4,476	4,764	5,130	100	1,292	1,667	1,820	1,923	2,046	2,203
Splendora	Montgomery	7,214	7,488	7,767	7,960	8,115	8,239	8,369	411	861	865	865	880	880	894
Spring Creek UD	Montgomery	1,615	1,821	1,989	2,381	2,878	3,506	4,300	96	180	190	222	265	322	394
Stagecoach	Montgomery	6,248	7,307	8,058	8,502	9,295	10,279	10,600	86	645	689	715	773	851	877
Stanley Lake MUD	Montgomery	538	541	645	1,049	1,632	2,553	4,142	60	37	44	71	110	172	279
The Woodlands	Montgomery	2,425	2,586	2,906	3,766	4,910	6,413	8,295	204	569	630	807	1,047	1,365	1,765
Westwood North WSC	Montgomery	91,462	100,003	105,894	111,674	118,464	128,339	140,330	222	23,987	25,132	26,326	27,820	30,098	32,896
Willis	Montgomery	1,930	1,967	2,083	2,322	2,561	2,801	3,143	165	351	369	410	451	492	551
Woodbranch	Montgomery	5,662	6,533	6,768	7,296	8,025	9,036	10,442	110	744	750	792	861	966	1,115
<b>Montgomery County Total</b>		<b>455,746</b>	<b>627,917</b>	<b>811,252</b>	<b>1,019,278</b>	<b>1,267,916</b>	<b>1,576,135</b>	<b>1,946,063</b>	<b>N/A</b>	<b>96,875</b>	<b>120,158</b>	<b>146,717</b>	<b>178,688</b>	<b>218,783</b>	<b>266,495</b>

Region H Regional Water Planning Group  
**DRAFT** Water User Group (WUG) Population Projections  
 Polk County

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
County-Other	Polk	16,745	18,673	20,485	21,912	23,129	24,122	24,922	102	1,942	2,047	2,131	2,218	2,305	2,381
LLWSC	Polk	13,725	15,677	17,513	18,957	20,188	21,192	22,002	70	1,066	1,178	1,275	1,357	1,425	1,479
Livingston	Polk	5,335	6,093	6,807	7,368	7,847	8,237	8,552	385	2,557	2,823	3,032	3,216	3,374	3,502
Onalaska	Polk	1,764	2,468	3,130	3,651	4,095	4,457	4,749	123	316	390	449	501	544	579
<b>Polk County Total</b>		<b>37,569</b>	<b>42,911</b>	<b>47,935</b>	<b>51,888</b>	<b>55,259</b>	<b>58,008</b>	<b>60,225</b>	<b>N/A</b>	<b>5,881</b>	<b>6,438</b>	<b>6,887</b>	<b>7,292</b>	<b>7,648</b>	<b>7,941</b>

**Region H Regional Water Planning Group**  
**DRAFT Water User Group (WUG) Population Projections**  
**San Jacinto County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Coldspring	San Jacinto	853	958	1,055	1,132	1,217	1,287	1,349	118	126	132	141	148	155	
County-Other	San Jacinto	16,173	18,148	19,998	21,450	23,054	24,387	25,568	110	2,225	2,346	2,498	2,634	2,760	
LLWSC	San Jacinto	3,540	3,973	4,378	4,696	5,047	5,339	5,597	70	271	316	340	359	377	
Point Blank	San Jacinto	688	773	851	913	981	1,038	1,088	111	89	99	105	111	116	
Riverside WSC	San Jacinto	505	567	625	670	720	762	799	64	39	46	49	52	54	
San Jacinto SUD	San Jacinto	2,306	2,588	2,852	3,059	3,288	3,478	3,646	92	237	247	254	269	284	
Shepherd	San Jacinto	2,319	2,603	2,868	3,076	3,307	3,498	3,667	117	314	334	349	370	390	
<b>San Jacinto County Total</b>		<b>26,384</b>	<b>29,610</b>	<b>32,627</b>	<b>34,996</b>	<b>37,614</b>	<b>39,789</b>	<b>41,714</b>	<b>N/A</b>	<b>3,143</b>	<b>3,365</b>	<b>3,542</b>	<b>3,772</b>	<b>3,978</b>	<b>4,168</b>

Region H Regional Water Planning Group  
**DRAFT** Water User Group (WUG) Population Projections  
 Trinity County

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
County-Other	Trinity	2,627	2,974	3,216	3,241	3,149	3,295	3,447	74	214	217	218	212	222	232
Groveton	Trinity	579	655	708	713	693	725	759	105	70	72	70	67	70	73
LLWSC	Trinity	1,428	1,615	1,747	1,760	1,710	1,790	1,873	70	110	118	119	115	121	126
Trinity	Trinity	2,697	3,051	3,300	3,325	3,231	3,380	3,537	109	337	349	341	326	340	355
Trinity Rural WSC	Trinity	3,941	4,459	4,822	4,858	4,721	4,940	5,169	114	528	555	550	529	551	577
<b>Trinity County Total</b>		<b>11,272</b>	<b>12,754</b>	<b>13,793</b>	<b>13,897</b>	<b>13,504</b>	<b>14,130</b>	<b>14,785</b>	<b>N/A</b>	<b>1,259</b>	<b>1,311</b>	<b>1,298</b>	<b>1,249</b>	<b>1,304</b>	<b>1,363</b>



**Region H Regional Water Planning Group**  
**DRAFT Water User Group (WUG) Population Projections**  
**Walker County**

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
County-Other	Walker	15,085	15,412	15,697	15,902	16,092	16,240	16,360	196	3,232	3,226	3,216	3,226	3,250	3,274
Huntsville	Walker	38,548	40,788	42,746	44,157	45,480	46,509	47,342	182	7,897	8,091	8,214	8,382	8,556	8,707
LLWSC	Walker	369	391	410	423	436	446	454	70	27	28	29	30	30	31
New Waverly	Walker	1,032	1,085	1,132	1,166	1,198	1,223	1,243	158	181	184	185	188	192	195
Riverside	Walker	510	565	613	648	681	707	728	92	53	54	55	57	59	60
Riverside WSC	Walker	4,598	5,206	5,738	6,121	6,481	6,761	6,988	64	350	386	412	436	455	470
The Consolidated WSC	Walker	120	142	161	175	188	198	206	110	17	18	19	20	21	22
Trinity Rural WSC	Walker	297	339	376	403	428	447	463	114	41	44	46	48	50	52
Walker County SUD	Walker	7,302	7,872	8,370	8,729	9,066	9,328	9,540	127	1,043	1,076	1,097	1,126	1,156	1,182
<b>Walker County Total</b>		<b>67,861</b>	<b>71,800</b>	<b>75,243</b>	<b>77,724</b>	<b>80,050</b>	<b>81,859</b>	<b>83,324</b>	<b>N/A</b>	<b>12,841</b>	<b>13,107</b>	<b>13,273</b>	<b>13,513</b>	<b>13,769</b>	<b>13,993</b>

Region H Regional Water Planning Group  
**DRAFT** Water User Group (WUG) Population Projections  
Waller County

WUG	County	Census 2010 Population	Population Projections					Base Dry Year GPCD	Water Demand Projections (ac-ft/yr)						
			2020	2030	2040	2050	2060		2070	2020	2030	2040	2050	2060	2070
Brookshire	Waller	4,702	5,811	7,107	8,544	10,112	11,844	13,722	111	663	782	921	1,080	1,262	1,460
County-Other	Waller	20,439	24,898	30,107	35,886	42,194	49,161	56,718	118	3,045	3,573	4,184	4,878	5,669	6,534
G & W WSC	Waller	2,694	3,878	5,262	6,796	8,471	10,320	12,325	104	415	547	697	864	1,050	1,253
Hempstead	Waller	5,770	6,726	7,843	9,081	10,433	11,926	13,544	182	1,304	1,490	1,703	1,944	2,218	2,518
Katy	Waller	1,156	1,468	1,833	2,237	2,678	3,165	3,693	226	354	434	527	628	742	866
Pine Island	Waller	988	1,112	1,256	1,416	1,591	1,784	1,993	130	152	167	184	205	230	256
Prairie View	Waller	5,576	6,609	7,816	9,154	10,615	12,228	13,977	221	1,567	1,821	2,110	2,434	2,800	3,199
Waller	Waller	1,880	2,036	2,219	2,421	2,642	2,886	3,150	165	356	379	407	440	479	523
<b>Waller County Total</b>		<b>43,205</b>	<b>52,538</b>	<b>63,443</b>	<b>75,535</b>	<b>88,736</b>	<b>103,314</b>	<b>119,122</b>	<b>N/A</b>	<b>7,856</b>	<b>9,193</b>	<b>10,733</b>	<b>12,473</b>	<b>14,450</b>	<b>16,609</b>

## Agenda Item 10

Receive report regarding recent and upcoming activities related to communications and outreach efforts on behalf of the Region H Planning Group.



Agenda Item 10  
Community Outreach



Receive report regarding recent and upcoming activities related to communications and outreach efforts on behalf of the Region H Planning Group.



Agenda Item 10  
Community Outreach



- City of Conroe  
December 18<sup>th</sup>
- Houston Gulf Coast Irrigation Association  
February 12<sup>th</sup>
- Texas Chemical Council  
February 14<sup>th</sup>





## Agenda Item 11

Consider adoption of a resolution of support for infrastructure financing legislation.





Agenda Item 11  
Infrastructure Financing



Consider adoption of a resolution of support for  
infrastructure financing legislation



Agenda Item 11  
Infrastructure Financing



NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE REGION H  
WATER PLANNING GROUP THAT:

1. The members of the Region H WPG hereby express their appreciation to Representative Allan Ritter and Senator Troy Fraser for their leadership and tireless efforts to meet the critical water requirements of this State.
2. The members of the Region H WPG support current legislative efforts to create a dedicated fund to provide sustained financing for projects contained in the State Water Plan.
3. The members of the Region H WPG further encourage the members of the Texas Legislature to consider the establishment of a permanent source of funding that can sustain the ongoing financing of water projects that will be needed during and beyond the term of the current 50-year State Water Plan.

PASSED AND APPROVED this 3<sup>rd</sup> day of APRIL, 2013.

Chairman

Secretary



RESOLUTION NO. 2013-005

RESOLUTION IN SUPPORT OF INFRASTRUCTURE FINANCING LEGISLATION

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WHEREAS, the Region H Water Planning Group (“the Region H WPG”) has been legally created and operates pursuant to the laws of the State of Texas and the rules of the Texas Water Development Board (“TWDB”) applicable to regional water planning groups; and

WHEREAS, the Region H WPG is responsible for recommending water management strategies to meet the long-term water supply needs of a 15-county region that includes the Houston metropolitan area, 24 percent of the state’s current population, and a petrochemical industry that accounts for two-thirds of the petrochemical production in the United States; and

WHEREAS, the Region H WPG recognizes the need for timely implementation of the projects in the State Water Plan in order to meet Texas’ growing water demands and support the State’s thriving economy and rich environment; and

WHEREAS, the Honorable State Representative Allan Ritter and the Honorable State Senator Troy Fraser have made proposals for consideration by the 83<sup>rd</sup> Texas Legislature that would make a one-time \$2 billion dedication of money from the State’s Economic Stabilization Fund as a virtually permanent source of funding to support State Water Infrastructure Programs already authorized by Texas voters; and

WHEREAS, the Region H WPG wishes to express its support of these efforts to create a dedicated fund to provide financing for projects in the State Water Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE REGION H WATER PLANNING GROUP THAT:

1. The members of the Region H WPG hereby express their appreciation to Representative Allan Ritter and Senator Troy Fraser for their leadership and tireless efforts to meet the critical water requirements of this State.
2. The members of the Region H WPG support current legislative efforts to create a dedicated fund to provide sustained financing for projects contained in the State Water Plan.

3. The members of the Region H WPG further encourage the members of the Texas Legislature to consider the establishment of a permanent source of funding that can sustain the ongoing financing of water projects that will be needed during and beyond the term of the current 50-year State Water Plan.

PASSED AND APPROVED this 3<sup>rd</sup> day of APRIL, 2013.

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Chairman

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Secretary

## Agenda Item 12

Agency communications and general information.



**Region H Water Planning Group  
 Unaudited Stakeholder Sources and Uses of Funds  
 For the Six Months Ending February 28, 2013**

<b>Revenues</b>			
	Interest Earned	\$	120
	<b>Total Revenues</b>	<b>\$</b>	<b>120</b>
<b>Expenses</b>			
	Public Notice Ads	\$	-
	Liability Insurance		-
	Contributions		-
	Meeting Expenses <sup>1</sup>		-
	Travel Expenses <sup>2</sup>		-
	Bank Fees		-
	<b>Total Expenses</b>	<b>\$</b>	<b>-</b>
<b>Ending Balance</b>		<b>\$</b>	<b>120</b>

(1) Meeting expenses covered the legislative forum, lunches, public hearings, and misc. meeting expenses.

(2) Travel expenses incurred from the reimbursement of Region H members.

**Region H Water Planning Group  
Unaudited TWDB Sources and Uses of Funds  
For the Six Months Ending February 28, 2013**

<b>Revenues</b>			
	TWDB Grants	\$	116,038
	Interest Earned		<u>38</u>
	<b>Total Revenues</b>	<b>\$</b>	<b><u>116,076</u></b>
<b>Expenses</b>			
	Water Planning Studies	\$	91,329
	Other Expenses		
	Public Notice Ads	\$	-
	Public Notices		146
	Liability Insurance		1,391
	Meeting Expenses <sup>1</sup>		(393)
	Travel Expenses <sup>2</sup>		-
	Bank Fees		<u>-</u>
	<b>Total Expenses</b>	<b>\$</b>	<b><u>92,473</u></b>
<b>Ending Balance</b>		<b>\$</b>	<b><u>23,603</u></b>

(1) Travel expenses incurred from the reimbursement of Region H members.

(2) Meeting expenses reimbursable under planning grant.



**Region H Water Planning Group  
 Unaudited Stakeholder Sources and Uses of Funds  
 Inception through February 28, 2013**

<b>Stakeholder Contributions</b>			
	Counties	\$	46,000
	Municipalities		28,960
	Industries		43,000
	Agricultural		550
	Environmental		1,000
	Business		1,500
	River Authorities		23,500
	Water Districts		19,500
			<hr/>
		\$	164,010
			<hr/>
<b>Revenues</b>			
	Interest Earned	\$	49,120
			<hr/>
	<b>Total Revenues</b>	<b>\$</b>	<b>213,130</b>
			<hr/>
<b>Expenses</b>			
	Public Notice Ads	\$	7,053
	Liability Insurance		4,140
	Contributions		5,000
	Meeting Expenses <sup>2</sup>		9,353
	Travel Expenses <sup>3</sup>		312
	Bank Fees		120
	SJRA Direct Expenses <sup>1</sup>		7,105
			<hr/>
	<b>Total Expenses</b>	<b>\$</b>	<b>33,083</b>
			<hr/>
<b>Ending Balance</b>		<b>\$</b>	<b>180,047</b>
			<hr/> <hr/>

(1) The planning group reimbursed SJRA direct expenses (1998-2008) from the water user contribution fund in the month of Apr 2008 and May 2011.

(2) Meeting expenses covered the legislative forum, lunches, public hearings, and misc. meeting expenses.

(3) Travel expenses incurred from the reimbursement of Region H members.

**Region H Water Planning Group  
Unaudited TWDB Sources and Uses of Funds  
Inception through February 28, 2013**

<b>Revenues</b>			
	TWDB Grants	\$	5,065,270
	Interest Earned		15,033
			<hr/>
	<b>Total Revenues</b>	<b>\$</b>	<b>5,080,303</b>
			<hr/>
<b>Expenses</b>			
	Water Planning Studies	\$	5,000,357
	Other Expenses		
	Public Notice Ads	\$	6,988
	Public Notices		2,170
	Liability Insurance		13,804
	Meeting Expenses <sup>1</sup>		2,049
	Travel Expenses <sup>2</sup>		2,355
	Bank Fees		99
			<hr/>
		\$	27,465
			<hr/>
	<b>Total Expenses</b>	<b>\$</b>	<b>5,027,822</b>
			<hr/>
	<b>Ending Balance</b>	<b>\$</b>	<b>52,481</b>
			<hr/> <hr/>

(1) Travel expenses incurred from the reimbursement of Region H members.

(2) Meeting expenses reimbursable under planning grant.

**Region H Water Planning Group  
Unaudited Sources and Uses of Funds  
Inception through February 28, 2013**

	TOTAL	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998
<b>WATER USER CONTRIBUTIONS</b>	\$ 164,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,450	\$ 90,560
<b>INTEREST EARNED</b>	49,120	28	232	189	323	759	4,482	9,131	10,548	4,031	1,479	1,475	2,215	5,568	6,153	2,507	
<b>TOTAL REVENUES</b>	<u>\$ 213,130</u>	<u>\$ 28</u>	<u>\$ 232</u>	<u>\$ 189</u>	<u>\$ 323</u>	<u>\$ 759</u>	<u>\$ 4,482</u>	<u>\$ 9,131</u>	<u>\$ 10,548</u>	<u>\$ 4,031</u>	<u>\$ 1,479</u>	<u>\$ 1,475</u>	<u>\$ 2,215</u>	<u>\$ 5,568</u>	<u>\$ 6,153</u>	<u>\$ 75,957</u>	<u>\$ 90,560</u>
<b>EXPENSES</b>																	
PUBLIC NOTICE ADS	\$ 7,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,653	\$ 326	\$ -	\$ -	\$ -	\$ 5,074	\$ -	\$ -	\$ -
LIABILITY INSURANCE	4,140	-	-	-	-	-	-	-	-	-	-	1,080	1,080	1,080	900	-	-
CONTRIBUTIONS	5,000	-	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MEETING EXPENSES <sup>2</sup>	9,353	-	280	536	1,113	168	371	-	-	575	-	2,631	-	2,302	1,377	-	-
TRAVEL EXPENSES <sup>3</sup>	312	-	-	-	-	-	-	-	-	-	-	312	-	-	-	-	-
BANK FEES	120	-	-	-	-	-	-	-	-	-	-	-	-	-	67	53	-
SJRA DIRECT EXPENSES <sup>1</sup>	7,105	-	-	280	-	-	6,825	-	-	-	-	-	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<u>\$ 33,083</u>	<u>\$ -</u>	<u>\$ 5,280</u>	<u>\$ 816</u>	<u>\$ 1,113</u>	<u>\$ 168</u>	<u>\$ 7,196</u>	<u>\$ -</u>	<u>\$ 1,653</u>	<u>\$ 901</u>	<u>\$ -</u>	<u>\$ 4,023</u>	<u>\$ 1,080</u>	<u>\$ 8,456</u>	<u>\$ 2,344</u>	<u>\$ 53</u>	<u>\$ -</u>
<b>ENDING BALANCE</b>	<u>\$ 180,047</u>	<u>\$ 180,047</u>	<u>\$ 180,020</u>	<u>\$ 185,068</u>	<u>\$ 185,694</u>	<u>\$ 186,484</u>	<u>\$ 185,893</u>	<u>\$ 188,607</u>	<u>\$ 179,476</u>	<u>\$ 170,580</u>	<u>\$ 167,450</u>	<u>\$ 165,971</u>	<u>\$ 168,520</u>	<u>\$ 167,385</u>	<u>\$ 170,273</u>	<u>\$ 166,464</u>	<u>\$ 90,560</u>

<b>TWDB FUNDS</b>																	
<b>TWDB GRANTS</b>	\$ 5,065,270	\$ -	\$ 232,075	\$ 230,170	\$ 417,354	\$ 860,179	\$ 248,627	\$ -	\$ 428,861	\$ 549,856	\$ 382,013	\$ 359,931	\$ 4,140	\$ 618,150	\$ 370,278	\$ 363,636	\$ -
<b>INTEREST EARNED</b>	15,033	13	86	32	135	358	161	225	4,785	3,438	895	1,227	28	898	1,871	881	-
<b>TOTAL REVENUES</b>	<u>\$ 5,080,303</u>	<u>\$ 13</u>	<u>\$ 232,161</u>	<u>\$ 230,202</u>	<u>\$ 417,489</u>	<u>\$ 860,537</u>	<u>\$ 248,788</u>	<u>\$ 225</u>	<u>\$ 433,646</u>	<u>\$ 553,294</u>	<u>\$ 382,908</u>	<u>\$ 361,159</u>	<u>\$ 4,168</u>	<u>\$ 619,048</u>	<u>\$ 372,149</u>	<u>\$ 364,516</u>	<u>\$ -</u>
<b>EXPENSES</b>																	
WATER PLANNING STUDIES	\$ 5,000,357	\$ 20,416	\$ 245,580	\$ 170,507	\$ 398,489	\$ 850,264	\$ 250,040	\$ -	\$ 460,137	\$ 653,943	\$ 261,856	\$ 335,896	\$ 4,553	\$ 618,982	\$ 484,044	\$ 245,649	\$ -
<b>OTHER EXPENSES</b>																	
PUBLIC NOTICE ADS	\$ 6,988	\$ -	\$ 1,653	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,161	\$ -	\$ 174	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC NOTICES	2,170	73	438	432	631	597	-	-	-	-	-	-	-	-	-	-	-
LIABILITY INSURANCE	13,804	1,391	1,351	1,350	1,350	1,379	1,379	1,379	1,403	1,539	1,283	-	-	-	-	-	-
MEETING EXPENSES <sup>4</sup>	2,049	-	(393)	-	2,442	-	-	-	-	-	-	-	-	-	-	-	-
TRAVEL EXPENSES <sup>3</sup>	2,355	-	-	-	225	413	497	200	522	337	162	-	-	-	-	-	-
BANK FEES	99	-	-	-	-	-	-	-	-	-	-	25	-	20	-	54	-
<b>TOTAL OTHER EXPENSES</b>	<u>\$ 27,466</u>	<u>\$ 1,464</u>	<u>\$ 3,050</u>	<u>\$ 1,782</u>	<u>\$ 4,648</u>	<u>\$ 2,388</u>	<u>\$ 1,876</u>	<u>\$ 1,579</u>	<u>\$ 1,925</u>	<u>\$ 7,037</u>	<u>\$ 1,445</u>	<u>\$ 199</u>	<u>\$ -</u>	<u>\$ 20</u>	<u>\$ -</u>	<u>\$ 54</u>	<u>\$ -</u>
<b>ENDING BALANCE</b>	<u>\$ 52,480</u>	<u>\$ 52,480</u>	<u>\$ 74,347</u>	<u>\$ 90,815</u>	<u>\$ 32,902</u>	<u>\$ 18,550</u>	<u>\$ 10,666</u>	<u>\$ 13,793</u>	<u>\$ 15,147</u>	<u>\$ 43,563</u>	<u>\$ 151,249</u>	<u>\$ 31,642</u>	<u>\$ 6,579</u>	<u>\$ 6,964</u>	<u>\$ 6,918</u>	<u>\$ 118,814</u>	<u>\$ -</u>

<b>SJRA DIRECT EXPENSES</b>																	
LEGAL FEES	\$ 729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 729
LIABILITY INSURANCE	1,579	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,579	-
POSTING NOTICES	4,727	-	76	53	-	-	280	357	264	863	466	233	387	271	826	651	-
MEETING EXPENSES	199	-	-	-	-	-	-	-	-	-	-	-	-	-	199	-	-
RECEIVED FROM RH WATER USER CONTRIBUTION <sup>1</sup>	(7,105)	-	-	(280)	-	-	(6,825)	-	-	-	-	-	-	-	-	-	-
<b>TOTAL SJRA EXPENSES</b>	<u>\$ 129</u>	<u>\$ -</u>	<u>\$ 76</u>	<u>\$ (227)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (6,545)</u>	<u>\$ 357</u>	<u>\$ 264</u>	<u>\$ 863</u>	<u>\$ 466</u>	<u>\$ 233</u>	<u>\$ 387</u>	<u>\$ 271</u>	<u>\$ 1,025</u>	<u>\$ 2,230</u>	<u>\$ 729</u>

(1) The planning group reimbursed SJRA direct expenses (1998-2008) from the water user contribution fund in the month of April, 2008 and May, 2011.

(2) Meeting expenses covered the legislative forum, lunches, public hearings, and misc. meeting expenses.

(3) Travel expenses incurred from the reimbursement of Region H members.

(4) Meeting expenses reimbursable under planning grant.

