



MEETING MATERIALS

February 5, 2014

San Jacinto River Authority

Region H Water Planning Group
10:00 AM Wednesday
February 5, 2014
San Jacinto River Authority Office
1577 Dam Site Rd, Conroe, Texas

AGENDA

1. Introductions.
2. Review and approve minutes of November 6, 2013 meeting.
3. **Receive public comments on specific issues related to agenda items 4 through 13.** (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 update from Consultant Team regarding the schedule and milestones for the development of the 2016 Region H Regional Water Plan.
6. Receive update from Consultant Team and Water Management Strategies Committee regarding status of investigation of water supply alternatives for the 2016 Region H Regional Water Plan.
7. Receive update from Consultant Team and Water Management Strategies Committee regarding the prioritization of water plan projects for use by the Texas Water Development Board in administering loan funding to implement water projects.
8. Consider and take action on authorizing the Consultant Team to complete the draft TWDB prioritization scoring template for Region H water management strategies included in the 2011 Regional Water Plan and authorizing the Water Management Strategies Committee to review and provide comment on the draft prioritization.
9. Consider and take action authorizing the San Jacinto River Authority to execute an agreement with the Texas Water Development Board for additional funding and scope of work related to prioritization of projects in the 2011 Regional Water Plan and the 2016 Regional Water Plan.
10. Discuss schedule for planning group efforts and meetings for 2014.
11. Consider and take action on the resignation of Harold Wallace as a voting member of the Region H WPG representing Water Utilities.
12. Consider and take action on the resignation of Glynn Leiper as a voting member of the Region H WPG representing Industry.
13. Receive report regarding recent and upcoming activities related to communications and outreach efforts on behalf of the Region H Planning Group.
14. Agency communications and general information.
15. **Receive public comments.** (Public comments limited to 3 minutes per speaker)
16. Next Meeting: TDB.
17. Adjourn

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Jodi Chaney at (936) 588-3111 at least three business days prior to the meeting so that appropriate arrangements can be made.

Agenda Item 2

Review and approve minutes of November 6, 2013 meeting.

MINUTES
REGION H WATER PLANNING GROUP MEETING
10:00 A.M.
November 6, 2013
SAN JACINTO RIVER AUTHORITY
GENERAL AND ADMINISTRATION BUILDING
1577 DAM SITE ROAD
CONROE, TEXAS

MEMBERS PRESENT: David Bailey, John R. Bartos, Robert Bruner, Jun Chang, Judge Mark Evans, Bob Hebert, Judge Art Henson, John Hoffman, Jace Houston, John Howard, Robert Istre, Kathy Jones, Gena Leathers, Ted Long, Carl Masterson, Jimmie Schindewolf, William Teer, Steve Tyler, J. Kevin Ward, Pudge Willcox

DESIGNATED ALTERNATES: Charles Dean for John Blount, Zach Holland for James Morrison, Mike Turco for Ron Neighbors, Robert Thompson for Marvin Marcell

MEMBERS ABSENT: Glynn Leiper, C. Harold Wallace

NON-VOTING MEMBERS PRESENT: Temple McKinnon and Scott Hall

PRESIDING: Judge Mark Evans, Chair

CALL TO ORDER REGULAR MEETING AT 10:05 A.M.

A quorum was present.

INTRODUCTIONS

Mr. Mark Evans welcomed everyone and alternates were announced. Mr. Mike Turco, the new General Manager of the Harris-Galveston Subsidence District, was introduced.

REVIEW AND APPROVE MINUTES OF JULY 3, 2013 MEETING

The minutes for the July 3, 2013, meeting were presented. Motion was made by Jace Houston, seconded by Jun Chang, to approve the minutes. The motion carried unanimously.

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

No public comments.

DISCUSS AND CONSIDER ACTION TO APPROVE SUBMITTAL OF A LETTER OF SUPPORT FOR THE HOUSTON-GALVESTON AREA COUNCIL'S PURSUIT OF A GRANT APPLICATION THROUGH THE NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION FOR THE PURPOSE OF STUDIES RELATED TO DROUGHT PREPARATION FOR COMMUNITIES RESPONDING TO, AND PREPARING FOR, DROUGHT

Andrew Pompay, Regional Planner with the Houston-Galveston Area Council, addressed the board requesting a letter of support for a proposed grant application for the purpose of studies related to

drought preparation for communities. Mr. Pompay further explained that the project would include an advisory group with experts in water management, climatology, public policy, agriculture, and environmental protection, ensuring results are realistic and scientifically based in approaching drought preparation.

Motion was made by Mr. John Bartos to approve the letter of support, seconded by Mr. Robert Bruner. The motion carried unanimously.

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

Mr. Jason Afinowicz gave a short update on the schedule and milestones. Mr. Afinowicz gave an overview of the last meetings' approvals of the revised population and non-population based water demand projections that were submitted to TWDB and approved along with the funding of phase 2 Task 4D strategies.

Mr. Evans suggests a May meeting be considered with an upcoming aggressive timeline for approving the draft projects before submission.

DISCUSS AND TAKE ACTION TO INITIATE PREPARATION OF A WORK PLAN TO MEET THE OBJECTIVES OUTLINED IN HOUSE BILL 4 RELATED TO THE PRIORITIZATION OF WATER PLAN PROJECTS FOR USE BY THE TEXAS WATER DEVELOPMENT BOARD IN ADMINISTERING LOAN FUNDING TO IMPLEMENT WATER PROJECTS

Mr. Afinowicz began a discussion of the process for House Bill 4 Project Prioritization outlining the proposed criteria, including the decade of need, project feasibility, project viability, project sustainability, and project cost effectiveness.

Mr. Evans noted that a committee of the planning group chairs was charged with developing uniform standards for scoring projects with a due date of December 1, 2013, to submit the standards to the TWDB.

DISCUSS SCHEDULE FOR PLANNING GROUP EFFORTS AND MEETINGS FOR 2013-2014

Upcoming meeting dates are scheduled for February 5, May 7, and August 6, 2014.

June 1, 2014 - Draft due for prioritization of projects from the 2011 Regional Water Plans to TWDB

September 1, 2014 – Final due for prioritization of projects from the 2011 Regional Water Plans to TWDB

December 1, 2014 – TWBD submission to the state

CONSIDER AND TAKE ACTION ON THE RESIGNATION OF TED LONG AS A VOTING MEMBER OF THE REGION H WPG REPRESENTING ELECTRIC GENERATING UTILITIES

Motion was made by Judge Art Henson to accept the resignation of Ted Long, seconded by Carl Masterson. The motion carried unanimously.

CONSIDER AND TAKE ACTION ON THE SELECTION OF GENE FISSELER AS A VOTING MEMBER OF THE REGION H WPG REPRESENTING ELECTRIC GENERATING UTILITIES

Motion was made by Carl Masterson to Gene Fisseler as a new voting member of the Region H WPG representing electric utilities. Seconded by Jace Houston. The motion carried unanimously.

Mr. Evans stated that Gene Fisseler would be appointed to serve on any Region H committees on which Ted Long previously served.

NEXT MEETING

February 5, 2014
San Jacinto River Authority
General & Administration
1577 Dam Site Road
Conroe, TX 77304

ADJOURNED AT 11:16 A.M.

Agenda Item 4

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



680 Walnut Street, Cincinnati, OH 45202

Great American Insurance Company

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 \$ 364,701

* 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 [X] 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 [X] 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 [X] 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 X Mark x Mark Evans x 1/2/2014
SIGNATURE OF EXECUTIVE DIRECTOR PRINT NAME DATE

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



ExecPro[®]

Nonprofit Solution

ExecPro[®]

Nonprofit Solution

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

Table of Contents

I.	Insuring Agreements.....	Page 1
II.	Discovery Period.....	Page 1
III.	Definitions.....	Page 2
IV.	Exclusions.....	Page 5
V.	Limit of Liability and Retention.....	Page 7
VI.	Costs of Defense and Settlements.....	Page 8
VII.	Notice of Claim.....	Page 8
VIII.	Coverage Extensions.....	Page 9
	(A) Spousal/Domestic Partner Provision.....	Page 9
	(B) Worldwide Provision.....	Page 9
	(C) Estates and Legal Representatives.....	Page 9
	(D) Donor Data Loss Crisis Fund.....	Page 9
IX.	General Conditions.....	Page 9
	(A) Cancellation or Non-Renewal.....	Page 9
	(B) Proposal Form.....	Page 10
	(C) Outside Entity Provision.....	Page 10
	(D) Order of Payments.....	Page 10
	(E) Merger or Acquisition.....	Page 10
	(F) Conversion to Run-Off Coverage.....	Page 11
	(G) Action Against the Insurer.....	Page 11
	(H) Subrogation.....	Page 11
	(I) Conformity to Law.....	Page 11
	(J) Assignment.....	Page 11
	(K) Representative of the Insurer.....	Page 12
	(L) Organization Represents Insured.....	Page 12
	(M) Entire Agreement.....	Page 12

GREAT AMERICAN INSURANCE GROUP®
Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

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

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

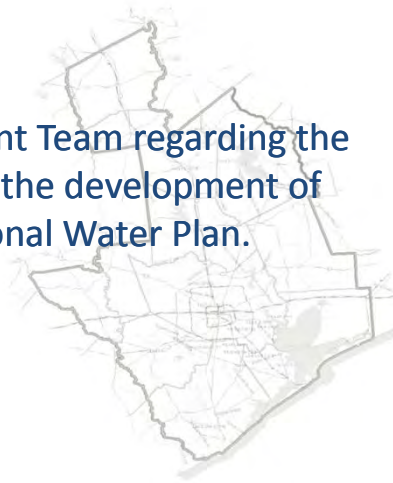
Agenda Item 5

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

Agenda Item 5
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.



Schedule



Date	Scheduled Events/Tasks
11/6/2013	RWPG Meeting – discussion and action on project prioritization
02/05/2014	RWPG Meeting
03/18/2014	WMS Committee Meeting
05/07/2014	RWPG Meeting (tentative)
06/01/2014	DUE DATE: RWPG Draft 2011 Project Prioritization to TWDB
07/02/2014	RWPG Meeting (tentative)
08/01/2014	DUE DATE: Technical Memorandum to TWDB
08/06/2014	RWPG Meeting (tentative)
09/01/2014	DUE DATE: RWPG Final 2011 Project Prioritization to TWDB
05/01/2015	DUE DATE: Initially Prepared Plan to TWDB
11/02/2015	DUE DATE: Final Adopted Plan to TWDB

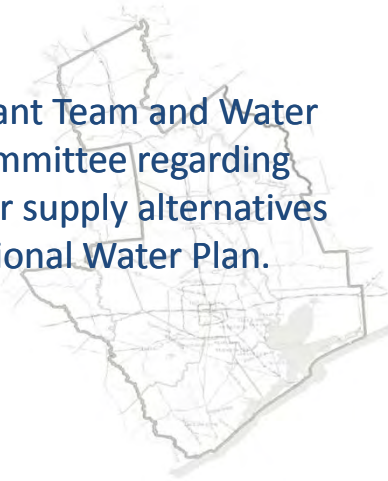
Agenda Item 6

Receive update from Consultant Team and Water Management Strategies Committee regarding status of investigation of water supply alternatives for the 2016 Region H Regional Water Plan.

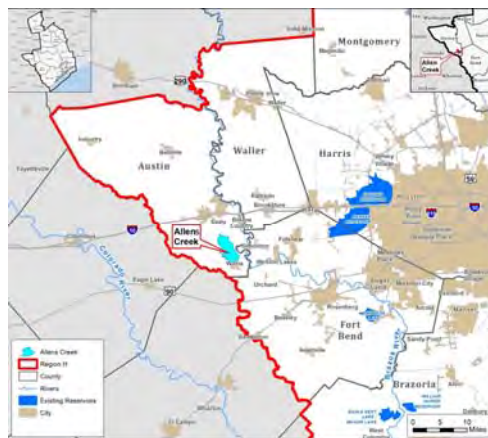
Agenda Item 6 Water Management Strategies



Receive update from Consultant Team and Water Management Strategies Committee regarding status of investigation of water supply alternatives for the 2016 Region H Regional Water Plan.



Allens Creek Reservoir: Study Progress



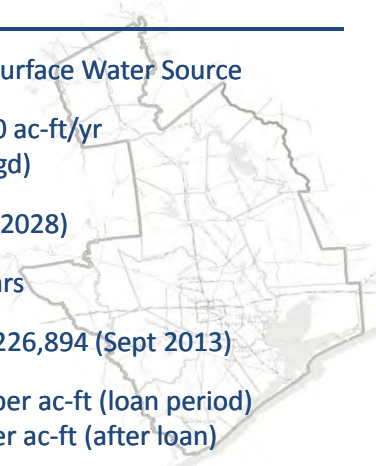
- ✓ Estimate timeline and identify critical factors
- ✓ Identify potential users and stakeholders
- ✓ Update quantity and cost estimates
- ✓ Prepare summary report
- Model yield and storage properties in WAM

Allens Creek Reservoir: Summary

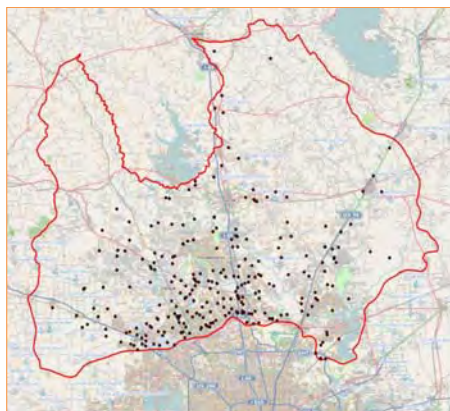


Description: Development of a new Brazos River Basin reservoir in Austin County

WMS Type:	New Surface Water Source
Potential Supply Quantity (Rounded):	99,650 ac-ft/yr (89 mgd)
Implementation Decade:	2030 (2028)
Development Timeline:	15 years
Strategy Capital Cost:	\$316,226,894 (Sept 2013)
Unit Water Cost (Rounded):	\$231 per ac-ft (loan period) \$33 per ac-ft (after loan)



Regional Return Flows: Study Progress



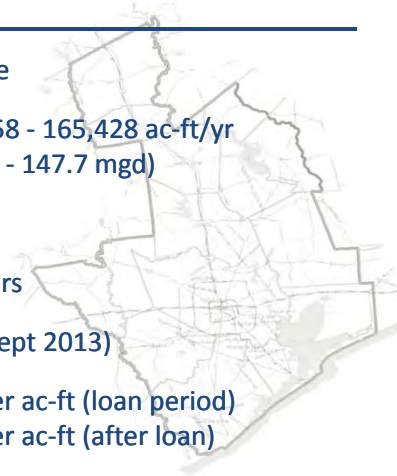
- ✓ Characterize discharge
- ✓ Consider impacts from other reuse projects
- ✓ Recommended potential permitting volume
- ✓ Planning-level cost estimates
- ✓ Prepare summary report

Regional Return Flows: Summary



Description: Indirect reuse of effluent discharged between Lake Conroe and Lake Houston

WMS Type:	Reuse
Potential Supply Quantity (Rounded):	62,658 - 165,428 ac-ft/yr (55.9 - 147.7 mgd)
Implementation Decade:	2020
Development Timeline:	5 years
Strategy Capital Cost:	\$0 (Sept 2013)
Unit Water Cost (Rounded):	\$0 per ac-ft (loan period) \$0 per ac-ft (after loan)



City of Houston Reuse: Study Progress



- ✓ Identify discharges associated with COH permit 5827
- ✓ Consider future discharge trends, diversion points, and anticipated availability
- ✓ Identify potential users
- ✓ Develop planning-level cost estimates
- ✓ Prepare summary report

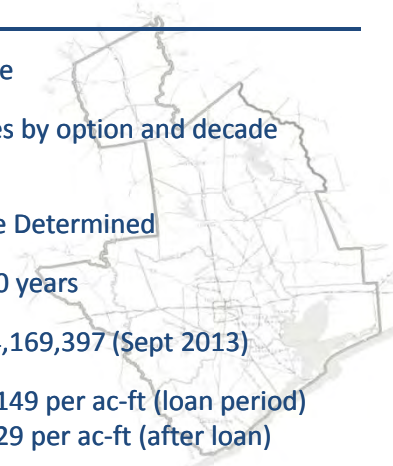


City of Houston Reuse: Summary



Description: Effluent reuse from implementation of City of Houston's Permit 10-5827

WMS Type:	Reuse
Potential Supply Quantity (Rounded):	Varies by option and decade
Implementation Decade:	To Be Determined
Development Timeline:	5 - 10 years
Strategy Capital Cost:	\$134,169,397 (Sept 2013)
Unit Water Cost (Rounded):	\$0 - 149 per ac-ft (loan period) \$0 - 29 per ac-ft (after loan)



Brackish Groundwater Desalination: Study Progress



- ✓ Develop areas with brackish groundwater
- ✓ Estimate favorable development areas
 - Compare against needs
 - Develop cost estimates
 - Prepare summary report



Brackish Groundwater Desalination: Summary



Description: Development of brackish groundwater supplies in the Carrizo-Wilcox and/or Gulf Coast Aquifers

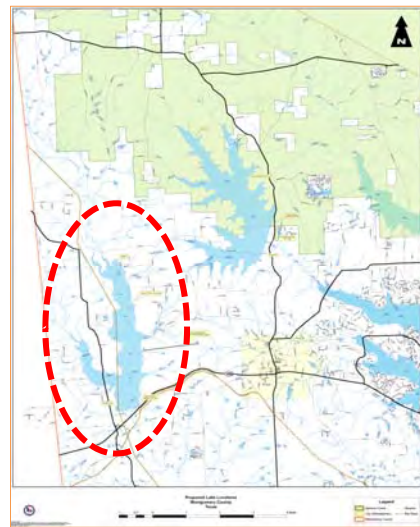
WMS Type:	New Groundwater Source
Potential Supply Quantity (Rounded):	TBD
Implementation Decade:	TBD
Development Timeline:	1 - 5 years
Strategy Capital Cost:	TBD
Unit Water Cost (Rounded):	TBD



Lone Star Lake: Study Progress



- ✓ Develop characteristics from catchment
- ✓ Model yield and storage properties in WAM
- ✓ Examine permitting requirements
- ✓ Develop cost estimates
- ✓ Prepare summary report

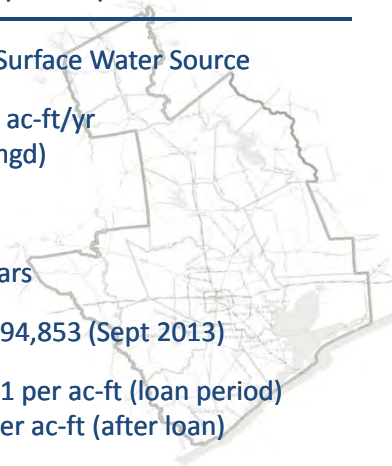


Lone Star Lake: Summary



Description: Development of an on-channel reservoir in the San Jacinto River basin in western Montgomery County

WMS Type:	New Surface Water Source
Potential Supply Quantity (Rounded):	6,030 ac-ft/yr (5.4 mgd)
Implementation Decade:	2040
Development Timeline:	30 years
Strategy Capital Cost:	\$95,194,853 (Sept 2013)
Unit Water Cost (Rounded):	\$1,031 per ac-ft (loan period) \$47 per ac-ft (after loan)



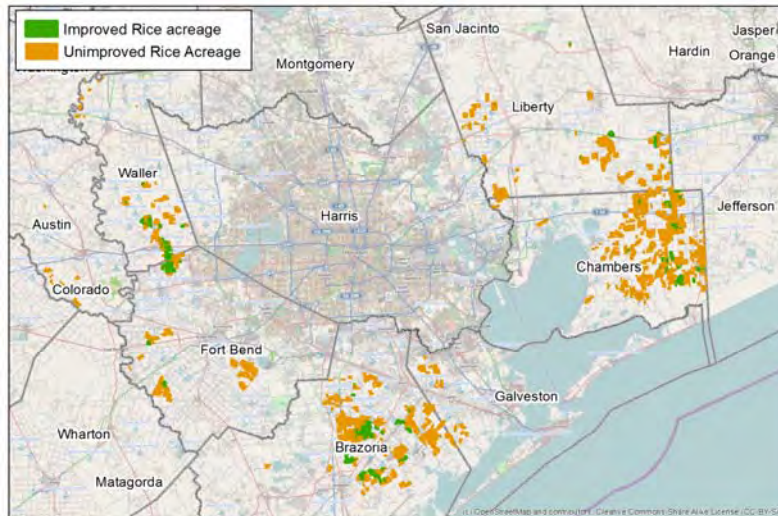
Irrigation Conservation: Study Progress



- ✓ Identify crop acreage and conservation status
- ✓ Quantify potential irrigation water savings
- ✓ Develop cost estimates
- ✓ Prepare summary report



Irrigation Conservation: Spatial Acreage Analysis



Irrigation Conservation: Overview



Description: Canal lining and various on-farm water conservation practices

WMS Type:	Conservation
Potential Supply Quantity (Rounded):	86,123 ac-ft/yr (76.9 mgd)
Implementation Decade:	2020
Development Timeline:	1 - 3 years
Strategy Capital Cost:	\$1,155,709 canal lining (Sept 2013)
Unit Water Cost (Rounded):	\$113 per ac-ft (loan period) \$112 per ac-ft (after loan)

Other Funded Studies

Update and Reallocation of Strategies
to WUGs

Continuation of Accelerated Task 4D
Effort

Municipal Conservation

Industrial Conservation

Expanded Use of Groundwater

Interbasin Transfers

DOW Off-Channel Reservoir

Other Brazos River Off-Channel
Reservoir Projects

Seawater Desalination

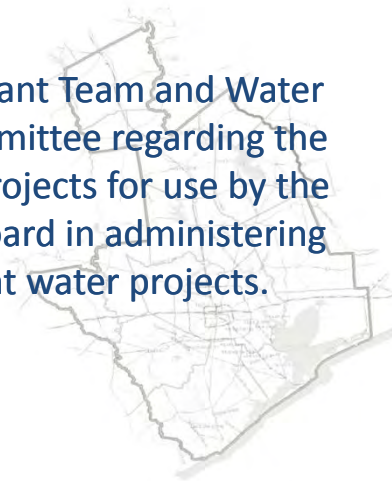
Agenda Item 7

Receive update from Consultant Team and Water Management Strategies Committee regarding the prioritization of water plan projects for use by the Texas Water Development Board in administering loan funding to implement water projects.

Agenda Item 7 Project Prioritization



Receive update from Consultant Team and Water Management Strategies Committee regarding the prioritization of water plan projects for use by the Texas Water Development Board in administering loan funding to implement water projects.



Project Prioritization Overview



June 1, 2014 RWPGs submit draft prioritization for 2011 RWP projects
September 1, 2014 RWPGs submit final prioritization for 2011 RWP projects
March 1, 2015 Deadline for TWDB adoption of rules
November 2, 2015 RWPGs submit 2016 RWPs with prioritized projects

- RWPGs must consider:
 - Decade of need
 - Feasibility
 - Viability
 - Sustainability
 - Cost-effectiveness
- Uniform standards from Stakeholder Committee
- TWDB prioritization will consider other factors

Development of Uniform Standards

- Consensus process with RWP Chairs
- Submitted to TWDB 11/25/2013
- Approved by TWDB 12/5/2013
- Must be used by all Regions



TWDB Scoring Template

- TWDB amending contracts to add scope and budget
- WMS at “project” level
- Ex: Municipal conservation >200 projects
- Region H has 829 entries
- Need TWDB approval to condense
- WMS committee has discussed assumptions and logistics



Additional Data Needed

- Year of funding need
- Status of rights to water
- Level of engineering/planning
- Design lifespan
- Additional project progress



Looking Forward....

- Similar process with 2016 RWP strategies
- **Written** request by project sponsors



Submittal to the Texas Water Development Board
from the House Bill 4 (83rd Texas Legislature)
Stakeholder Committee:

Uniform Standards to be used by Regional Water
Planning Groups to Prioritize Projects

November 25, 2013

November 25, 2013

The Honorable Carlos Rubinstein, Chairman
The Honorable Bech Bruun, Director
The Honorable Mary Ann Williamson, Director
Texas Water Development Board
1700 North Congress Avenue
P.O. Box 13231
Austin, Texas 78711-3231

Dear Chairman Rubinstein and Directors Bruun and Williamson:

The Stakeholder Committee (SHC), created by the Texas Water Development Board (TWDB) and enabled by House Bill 4 (HB 4), is pleased to submit the attached uniform standards for prioritizing regional water plan projects for the TWDB's consideration. Upon approval, these standards will guide the regional water planning groups in prioritizing projects under Section 15.346, Texas Water Code.

The SHC, comprised of chairs or their designees from each of the 16 regional water planning groups, developed these uniform guidelines in a short time frame to meet the December 1 deadline set out in HB 4. The SHC wishes to express its appreciation to the TWDB for launching this process in advance of the November 5 voter approval of Proposition 6, which triggered the December 1 deadline. The early start, able assistance of TWDB staff, and the TWDB's financial support for travel and a facilitator, enabled the Committee to complete its charge in the time allotted. The Committee also applauds the Board members' willingness to discuss their views of this process with our committee during TWDB work sessions. The committee members would caution that the rushed process and the flexibility of the statutory language could mean that upon the Board's comprehensive review and the appropriate testing, the template may need refinement. The SHC will be prepared to revisit the template should the Board request.

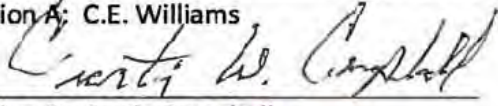
We also note several principles upon which the standards were developed. We determined to stay close to the statutory guidance, to keep the template simple, to minimize subjective questions, and to provide standards that could be scored consistently across the state.

The attached report provides a summary of our process, decisions, and finally, our uniform standards. The SHC developed these uniform standards over a period of time commencing with a September 17 webinar organized by TWDB staff. The September 17th call provided foundational material, allowed SHC members to formulate questions, and provided a strong basis for the first face-to-face meeting held on October 8-9. The Committee met subsequently on November 4-5, and November 13-14. In addition, members conducted work between meetings, including conference calls on October 21 and 22. The Committee's aggressive work schedule moved the process forward resulting in the Committee completing its work and submitting the report before the December 1 deadline.

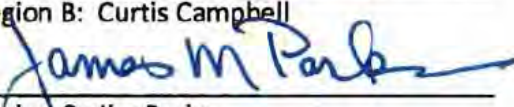
Respectfully submitted,



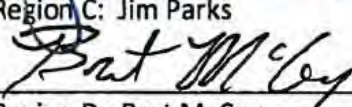
Region A: C.E. Williams



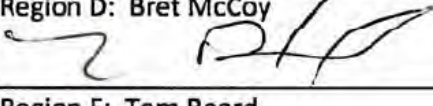
Region B: Curtis Campbell



Region C: Jim Parks



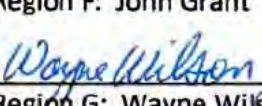
Region D: Bret McCoy



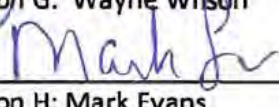
Region E: Tom Beard



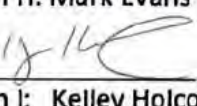
Region F: John Grant



Region G: Wayne Wilson



Region H: Mark Evans



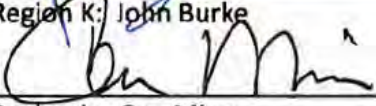
Region I: Kelley Holcomb



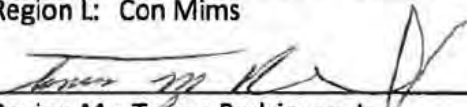
Region J: Jonathan Letz



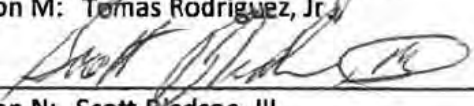
Region K: John Burke



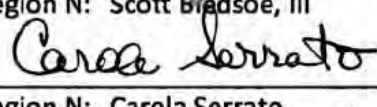
Region L: Con Mims



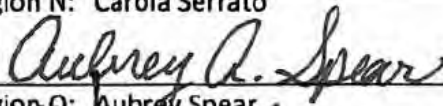
Region M: Tomas Rodriguez, Jr.



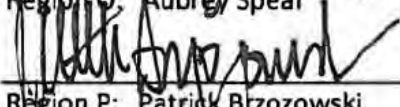
Region N: Scott Bradsoe, III



Region N: Carola Serrato



Region O: Aubrey Spear



Region P: Patrick Brzozowski

Contents

Stakeholder Committee’s Development of Uniform Standards.....	4
APPENDIX 1: DECISION DOCUMENT/ UNIFORM STANDARDS	8
Summary of Key Stakeholder Committee (SHC) Decisions	9
Operational	9
General decisions to guide development of uniform standards	10
Uniform Standards	10
Table 1: Template for Applying Uniform Standards	11
APPENDIX 2: Minority Report	16

Report of the HB 4 Regional Water Planning Group Stakeholder Committee

Stakeholder Committee's Development of Uniform Standards

The passage of HB 4 by the 83rd Texas Legislature launched a process of prioritization for funding projects from the Texas Water Development Board (Board or TWDB). Under the bill, prioritization for project funding occurs in two ways: first by the state's 16 regional water planning groups (RWPGs) for projects in their respective regional water plans, and by the Board for projects in the state water plan which seek its funding. HB 4 requires, in Texas Water Code Section 15.436(c) for the Board to:

“create a stakeholders committee composed of the presiding officer or a person designated by the presiding officer of each regional water planning group to establish uniform standards to be used by the regional water planning groups in prioritizing projects under this section. Uniform standards established under this subsection must be approved by the board. The board shall consult the stakeholders committee from time to time regarding regional prioritization of projects.”

This stakeholders committee (SHC) is required to provide these uniform standards to TWDB by December 1.

The provisions requiring the SHC to develop uniform standards were contingent on the passage of Proposition 6 by Texas voters on November 5. Recognizing that it would be very difficult for the SHC to accomplish its task between November 5 and December 1, the Board took the initiative to create the SHC earlier, starting with a conference call/webinar on September 17, 2013. The SHC has maintained a Decision Document, which is attached at Appendix 1, summarizing all major decisions of the SHC and containing the Uniform Standards. The following provides a brief summary of the SHC's work in developing the attached uniform standards:

September 17, 2013. SHC members participated in a teleconference/webinar, at which members were provided general background and orientation materials regarding their HB 4 tasks, and during which they began the process of organizing and planning for the next meeting. The SHC chose to not select a chair so that all members could participate on an equal footing, and indicated they would like to have a facilitator to assist with their process. SHC members developed questions for which they wanted TWDB input,

and continued development of further questions following the call via email and phone. Following that call:

- TWDB secured facilitation services from the Center for Public Policy Dispute Resolution at the University of Texas School of Law. The facilitator interviewed most of the SHC members before the October 8-9 meeting, and drafted a summary of the main themes from the calls including expectations of success, central issues including fairness, balancing rural and urban needs, understanding how the SHC standards interact with TWDB funding decisions, balancing the need for simplicity in administration of the standards and differentiation of scoring, and also concerns and information needs.
- On October 1, the Texas Water Conservation Association provided Sen. Troy Fraser and Rep. Allan Ritter a draft template developed at the request of those legislators to help provide information for the SHC as it began development of standards in its short timeframe. This was provided to the SHC in advance of the October 8-9 meeting, along with recommendations for criteria from Regions G and K.

October 8-9, 2013. The SHC met in Austin, beginning at 1 p.m. on October 8. They spent the afternoon reviewing their charge, developing meeting protocols, and formulating additional questions they wanted to discuss with TWDB board members at the next morning's work session. The SHC also agreed to use the TWCA five-criteria ranking sheet (Alternative 1) as its starting point for developing uniform standards, and to move through development by selecting considerations within each criteria, then weighting and then scoring. SHC members attended the TWDB work session on the morning of October 9, participating in a discussion with Board members. That afternoon, the SHC continued to make adjustments to its meeting protocols, and reached agreement to use one list to rank all projects, but with projects identified by type so they could be further sorted if needed. They also agreed to keep six of the 42 TWCA considerations (found in decade of need and feasibility), and rejected one of the TWCA considerations. Other TWCA considerations either were identified for potential inclusion, or were not reviewed at this meeting. Members agreed that they wanted to review the totality of the uniform standards they developed before final approval.

- SHC members received and twelve completed a survey that sought their input on the TWCA considerations, with the goal to determine if there were trends in agreement on which to keep and which to delete, thus focusing their discussion at the next meeting.
- October 21-22: SHC members participated in one of two conference calls designed to answer questions about the survey, discuss scheduling of future meetings, discuss the agenda and goals for the November 4-5 meeting, and discuss their willingness to perform interim work to better understand the ways scoring could be developed. Following the calls, background materials on scoring and an exercise were provided to the SHC members.

- November 4-5, 2013. The SHC met in Austin beginning at 1 p.m. November 4. The SHC used as a starting point three documents: the compiled survey results about SHC member preferences regarding the TWCA considerations; a draft template for prioritization of regional water plan projects produced by Region O; and example scoring sheets from Region I. Over the course of the November 4-5 meeting, the SHC developed by consensus a set of draft uniform standards based on the five statutory criteria in Texas Water Code Section 15.436. The only non-consensus decisions were supermajority votes to not include the following two items in the uniform standards:
 - Under feasibility: a consideration relating to the status of mitigation under federal law; and
 - Under viability, a consideration relating to support from both the community receiving the water and community giving water.

The SHC agreed to beta test the standards template by: (1) using it to score projects in their regional water plans; and (2) scoring generic, hypothetical projects to determine if the template can be applied consistently by different users. Members also agreed to provide desired wording changes for clarification in advance of the next meeting.

- SHC members used the time before the November 13-14 meeting to seek input from their RWPG members or consultants, and to beta test the scoring model and review language.

November 13-14, 2013. Over the course of the two-day meeting, the SHC modified individual standards and added some additional standards. Before discussing specific standards from the template, several SHC members noted some overarching concerns about the impact of the draft uniform standards on the following projects: groundwater, conservation, county other, agricultural, ongoing projects without a decade of need; and integrated water management strategies. Some members also expressed interest in whether ways could be found to allow regions to express their sense of the importance of projects, such as by allowing them to adjust a portion of the weighting to reflect their specific regional concerns and sense of prioritization. Some members expressed a desire to have up to 50 percent of the weighting determined by the individual regions, while others were concerned that this would allow manipulation of the results. Rather than attempting to solve these issues separately, the SHC agreed to use the review of each specific standard to see if adjustments could be made to address these overarching concerns. Members were satisfied at the end of the meeting that their concerns about these matters were addressed.

An additional scoring element relating to the cost of the project to others beside the ratepayers was proposed to and considered by the SHC. When the SHC was unable to reach consensus on this scoring element, the SHC voted to suspend consensus and then

voted to reject the proposed standard. Pursuant to the meeting guidelines of the SHC, members favoring this provision may submit a minority report to the Texas Water Development Board. The Minority Report is provided as Appendix 2.

At 3:00PM on November 14, 2013, the SHC members agreed by consensus to adopt the uniform standards embodied in the template in Appendix 1: *Decision Document/Uniform Standards* and to submit them to the Texas Water Development Board, without further change.

APPENDIX 1: DECISION DOCUMENT/ UNIFORM STANDARDS

Final Decision Document

**83rd Texas Legislature, House Bill 4
Stakeholder Committee**

Summary of Key Stakeholder Committee (SHC) Decisions

Operational

- A) The SHC decided by consensus that:
1. Notes/record of meeting. No audio recording of SHC meetings; notes to be on flip charts by facilitator or TWDB staff, and also manually by TWDB staff to assist facilitator in creating SHC meeting minutes. The SHC agreed it could modify this decision.
 2. Chair or designee participation in meetings:
 - a. It is the Chairs' jobs to go back and communicate with their respective regions.
 - b. Region N Co-Chairs can both participate on the Committee, but they will be counted as only one for purposes of voting or determining a quorum.
 - c. An RWPG Chair's "designee" may change for each meeting; no single "designee" must be named. RWPG participants in the process should communicate with each other to assure continuity and efficiency.
 3. Decision making: SHC will be using consensus as the primary decision-making process. If consensus cannot be reached, then the backup process is:
 - a. A 75% vote of SHC members present is required to move away from the consensus process to a vote;
 - b. A 75% vote of SHC members present is required to make a voting-based decision;
 - c. The SHC will require a 75% vote of members present to change its operating rules.
 4. Quorum will be a simple majority (greater than 50 percent) of total SHC members = 9 members)
 5. No time will be allotted for public comment during SHC meetings. Members will receive input during their RWPG meetings, and TWDB will receive input when the standards are being approved at the TWDB level.
- B) The SHC agreed by consensus to begin development of uniform standards using the TWCA five-criteria ranking sheet (Alt. 1) as a starting point for developing the SHC standards. Once the criteria are fully developed, the group may wish to reevaluate whether this is sufficient and serves the needs noted above.
- C) The SHC agreed by consensus that a RWPG chair may only designate a voting member of the RWPG to participate in lieu of the chair at a SHC meeting.

General decisions to guide development of uniform standards

(All decisions by consensus unless otherwise noted)

- A) Use the following order in which to proceed in developing standards:
 - Agree on considerations
 - Agree on weightings
 - Agree on scoring
- B) Use one list to rank all projects, but identify projects that qualify as agriculture, rural, conservation, reuse, etc. for further sorting.
- C) Use the TWCA five-criteria (statutorily required) ranking sheet as a starting point for developing the SHC standards. Once the criteria are fully developed, the group may wish to reevaluate whether this is sufficient and serves the needs noted above.
- D) Seek a general and informal (non-consensus) agreement on specific considerations within the criteria, with the understanding that a formal consensus would be sought once the full picture of the standards was developed.
- E) Not to revisit considerations from the “red” category once a consensus decision had been made to delete it (Nov. 4-5 meeting. This decision applies to elimination of considerations that a significant number of the SHC favored be eliminated from responses to a stakeholder survey tool.)

Uniform Standards

Table 1 reflects the uniform standards, including their scoring and weighting, as adopted by consensus of the stakeholder committee. Most of the information needed to complete the scoring for individual projects either (1) can be found directly in the regional water plans or in the state water plan data base, or (2) can be based upon information in them. An ** by one of the scoring items indicates that additional data may have to be collected by regional water planning groups in order to score projects. For each project, scoring should be completed on each question of the uniform standards.

Table 1: Template for Applying Uniform Standards

The template for Applying Uniform Standards is provided in two formats:

- *As an embedded excel spreadsheet , which calculates scores in accordance with the SHC decisions and which shall be used as the basis for scoring projects in accordance with this submission;*
- *As a pdf document.*

Excel spreadsheet template



20131115 3PM -
Final Formatted SHC |

HB 4 Stakeholder Committee
 Final Uniform Standards for Prioritization
 Adopted by Consensus at 3pm, November 14, 2013

PROJECT NAME:

PROJECT SPONSOR:

Overall Criteria Weightings:

Decade of Need	40%
Project Feasibility	10%
Project Viability	25%
Project Sustainability	15%
Project Cost Effectiveness	10%
	100%

potential SWIFT funding category	flag all that may apply
mainstream	<input type="checkbox"/>
rural/agricultural conservation	<input type="checkbox"/>
conservation/reuse	<input type="checkbox"/>

** indicates that additional data may have to be collected by RWPG in order to score projects

	Max Score	Actual Score														
1. Decade of Need for Project																
A What is the decade the RWP shows the project comes online?	10	0														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Points</th> <th style="text-align: left;">Year</th> </tr> </thead> <tbody> <tr><td>0</td><td>2060</td></tr> <tr><td>2</td><td>2050</td></tr> <tr><td>4</td><td>2040</td></tr> <tr><td>6</td><td>2030</td></tr> <tr><td>8</td><td>2020</td></tr> <tr><td>10</td><td>2010</td></tr> </tbody> </table>	Points	Year	0	2060	2	2050	4	2040	6	2030	8	2020	10	2010		
Points	Year															
0	2060															
2	2050															
4	2040															
6	2030															
8	2020															
10	2010															
** B In what decade is initial funding needed?	10	0														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Points</th> <th style="text-align: left;">Year</th> </tr> </thead> <tbody> <tr><td>0</td><td>2060</td></tr> <tr><td>2</td><td>2050</td></tr> <tr><td>4</td><td>2040</td></tr> <tr><td>6</td><td>2030</td></tr> <tr><td>8</td><td>2020</td></tr> <tr><td>10</td><td>2010</td></tr> </tbody> </table>	Points	Year	0	2060	2	2050	4	2040	6	2030	8	2020	10	2010		
Points	Year															
0	2060															
2	2050															
4	2040															
6	2030															
8	2020															
10	2010															
Criteria Total	20	0														

HB 4 Stakeholder Committee
 Final Uniform Standards for Prioritization
Adopted by Consensus at 3pm, November 14, 2013

2. Project Feasibility		Max Score	Actual Score																								
A What supporting data is available to show that the quantity of water needed is available?		5	0																								
<u>Points</u> <u>Measure</u> 0 Models suggest insufficient quantities of water or no modeling has been performed 3 Models suggest sufficient quantity of water 5 Field tests and measurements confirm sufficient quantities of water																											
** B If necessary, does the sponsor hold necessary legal rights, water rights and/or contracts to use the water that this project would require?		5	0																								
<u>Points</u> <u>Measure</u> 0 legal rights, water rights and/or contract application not submitted 2 application submitted 3 application is administratively complete 5 legal rights, water rights and/or contracts obtained or not needed																											
** C What level of engineering and/or planning has been accomplished for this project? (Points based on progress on scientific data collection, stage of studies and design)		10	0																								
<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;"><u>Points</u></th> <th style="text-align: left;"><u>Measure</u></th> <th style="text-align: left;"><u>Points</u></th> <th style="text-align: left;"><u>Measure</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project idea is outlined in Regional Plan.</td> <td>6</td> <td>Preliminary engineering report initiated.</td> </tr> <tr> <td>2</td> <td>Feasibility studies initiated.</td> <td>7</td> <td>Preliminary engineering report completed.</td> </tr> <tr> <td>3</td> <td>Feasibility studies completed.</td> <td>8</td> <td>Preliminary design initiated.</td> </tr> <tr> <td>4</td> <td>Conceptual design initiated.</td> <td>9</td> <td>Preliminary design completed.</td> </tr> <tr> <td>5</td> <td>Conceptual design completed.</td> <td>10</td> <td>Final design complete.</td> </tr> </tbody> </table>	<u>Points</u>	<u>Measure</u>	<u>Points</u>	<u>Measure</u>	1	Project idea is outlined in Regional Plan.	6	Preliminary engineering report initiated.	2	Feasibility studies initiated.	7	Preliminary engineering report completed.	3	Feasibility studies completed.	8	Preliminary design initiated.	4	Conceptual design initiated.	9	Preliminary design completed.	5	Conceptual design completed.	10	Final design complete.			
<u>Points</u>	<u>Measure</u>	<u>Points</u>	<u>Measure</u>																								
1	Project idea is outlined in Regional Plan.	6	Preliminary engineering report initiated.																								
2	Feasibility studies initiated.	7	Preliminary engineering report completed.																								
3	Feasibility studies completed.	8	Preliminary design initiated.																								
4	Conceptual design initiated.	9	Preliminary design completed.																								
5	Conceptual design completed.	10	Final design complete.																								
D Has the project sponsor requested (in writing for the 2016 Plan) that the project be included in the Regional Water Plan?		5	0																								
<u>Points</u> <u>Measure</u> 0 no 5 yes																											
Criteria Total		25	0																								

HB 4 Stakeholder Committee
 Final Uniform Standards for Prioritization
 Adopted by Consensus at 3pm, November 14, 2013

		Max Score	Actual Score
3. Project Viability			
For A and B, the calculation is to be based on the total needs of all WUGs receiving water from the project.			
A	In the decade the project supply comes online, what is the % of the WUG's (or WUGs') needs satisfied by this project? <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 20px;">0.00</div> %	10	0.00
B	In the final decade of the planning period, what is the % of the WUG's (or WUGs') needs satisfied by this project? <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-left: 20px;">0.00</div> %	10	0.00
C	Is this project the only economically feasible source of new supply for the WUG, other than conservation? <u>Points</u> <u>Measure</u> 0 no 5 yes	5	0
D	Does the project serve multiple WUGs? <u>Points</u> <u>Measure</u> 0 no 5 yes	5	0
Criteria Total		30	0

4. Project Sustainability			
** A	Over what period of time is this project expected to provide water (regardless of the planning period)? <u>Points</u> <u>Measure</u> 5 less than or equal to 20 years 10 greater than 20 years	10	0
B	Does the volume of water supplied by the project change over the regional water planning period? <u>Points</u> <u>Measure</u> 0 decreases 3 no change 5 increases	5	0
Criteria Total		15	0

HB 4 Stakeholder Committee
 Final Uniform Standards for Prioritization
Adopted by Consensus at 3pm, November 14, 2013

5. Project Cost Effectiveness		Max Score	Actual Score
A What is the expected unit cost of water supplied by this project compared to the median unit cost of all other recommended strategies in the region's current RWP? (Project's Unit Cost divided by the median project's unit cost)		5	0
<u>Points</u>	<u>Relative to Median unit cost</u>		
0	200% or greater than median		
1	150% to 199% of median		
2	101% to 149% of median		
3	100% of median		
4	51% to 99% of median		
5	0% to 50% of median		
Criteria Total		5	0

SCORING RESULTS ON SCALE OF 1,000 POINTS MAXIMUM:

<i>sub-score for: Decade of Need</i>	-
<i>sub-score for: Project Feasibility</i>	-
<i>sub-score for: Project Viability</i>	-
<i>sub-score for: Project Sustainability</i>	-
<i>sub-score for: Project Cost Effectiveness</i>	-
FINAL SCORE FOR PROJECT	-

APPENDIX 2: Minority Report

November 25, 2013

Hon. Carlos Rubinstein, Bech Bruun, and Mary Ann Williamson
Members, Texas Water Development Board
1700 North Congress Avenue
P.O. Box 13231
Austin, Texas 78711-3231

Dear Board Members:

This addendum is to inform you of the shortcomings that I and my region feel that the document drafted has. The issues that were not addressed in this document that we feel are important to us and all of Texas are: Private Property Rights, Environmental Concerns, and Socioeconomic Effects that projects may have if implemented. The three branches of our state government have been clear that these issues are important, and we wanted to inform you that they are important to us as well. We have never posed the idea that we have the right to hoard our water wealth, but would like to see projects that have the least impact to our Private Property Rights, Environmental Concerns, as well as Our Local Economy. Our board, administrators, and engineers appreciate what you do and look forward to working with you and your staff in the future.

Sincerely,
Bret McCoy
Chairman Region D

Agenda Item 10

Discuss schedule for planning group efforts and meetings for 2014.

Agenda Item 10 2014 Meeting Schedule



Discuss schedule for planning group efforts and meetings for 2014.



2014 Meeting Schedule



January	February	March	April
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
May	June	July	August
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September	October	November	December
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Agenda Item 12

Consider and take action on the resignation of Glynnna Leiper as a voting member of the Region H WPG representing Industry.

January 29, 2014

Mark Evans, Chair
Region H Water Planning Group
Texas Water Development Board

Region H Water Planning Group:

Effective January 1, 2014 I retired from the Exxon Mobil Corporation so therefore I must resign my position with the Region H Water Planning Group.

I recommend as my replacement, someone from one of the ExxonMobil Environmental groups in the Houston area, such as Otis Dickinson.

I enjoyed the time I spent with the Region H Group and I learned so much about the water usage planning process. I appreciate everyone's time and effort and I applaud each member's dedication to water conservation in Texas.

Thank you for allowing me to serve.

Glynnna D. Leiper

Agenda Item 13

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

Agenda Item 13
Outreach



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



Outreach Efforts



- Houston Gulf Coast Irrigation Association
December 10th
- Gulf Coast Water Conservation Symposium
January 23rd



Agenda Item 14

Agency communications and general information.

January 21, 2014

Dear Members of the Region H Regional Water Planning Group:

The Texas Water Development Board (TWDB) is tasked to proactively lead in the planning, financial assistance, conservation, and development of water for Texas. As part of implementation of House Bill 4, passed by the Texas Legislature in 2013, the newly appointed Texas Water Development Board Members selected me to lead the agency as Executive Administrator. With my past experience representing Texas initiatives on both the state and federal levels, I'm honored to join TWDB's experienced staff and serve Texans in conserving and developing water for Texas.

With the passage of Proposition 6, Texans invested billions of dollars to ensure progress of future water-supply development; and HB 4 outlines an aggressive schedule to adopt rules and develop project prioritization criteria.

The agency has begun to implement the provisions in HB 4 and prepare to develop needed rules to begin funding eligible projects after rule adoption. An agency rule team has been created to work with stakeholders and facilitate the public process to develop rules and definitions for minimum criteria for prioritization of projects seeking financial assistance from TWDB.

This past December, the regional water planning groups (RWPG) were instrumental in meeting one of the initial goals in HB 4 by submitting uniform standards to TWDB for regional prioritization of water-supply projects. As RWPGs continue regional prioritization of projects from the 2011 Regional Water Plans and begin to work on 2016 plans, I wanted to clarify a provision in HB 4 requiring projects seeking financial assistance to be included in the approved State Water Plan. Because of this requirement, a RWPG may want to amend its adopted 2011 regional plan in order for additional or new projects to be eligible for SWIFT funding prior to TWDB adoption of the 2017 State Water Plan. Any project amended into a 2011 regional water plan must also be amended into the 2012 State Water Plan by following the statutory provisions for amending regional plans as outlined in Chapter 16, Texas Water Code, and receive TWDB approval.

Additionally, I've implemented a reorganization of the agency's structure to emphasize program development, project implementation and completion, improved communication, and process transparency. Regional planning and development teams were organized by geographic area allowing staff to develop a deeper understanding of which programs are best suited to meet an area's identified needs. Our goal is to provide improved customer service and consistency by

Our Mission : **Board Members**

To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas

Carlos Rubinstein, Chairman | Bech Bruun, Member | Mary Ann Williamson, Member
Kevin Patteson, Executive Administrator

Members of the Region H Regional Water Planning Group

January 21, 2014

Page 2

offering project applicants and owners one team to work with. I've also created an Agriculture and Rural Ombudsman position to ensure agriculture and rural communities have a direct point-of-contact to assist with planning and project inquiries. I hope you find these changes positive and resourceful as you work to plan, conserve, and develop new water-supply projects.

As progress continues on HB 4 implementation, we are working to meet the following deadlines:


- January 23, 2014: Post a schedule for work sessions around the state in which the public can participate
- June 1, 2014: Receive draft project prioritizations from the regional water planning groups' 2011 Regional Water Plans
- September 1, 2014: Receive final project prioritizations from the regional water planning groups' 2011 Regional Water Plans
- December 1, 2014: Submit a SWIFT Implementation Report to the Governor, Lt. Governor, and Legislature

If you have any questions or concerns about the SWIFT process, please don't hesitate to contact me or Todd Chenoweth at 512-463-7847. I look forward and value your active participation as regional water planning group members in implementing the SWIFT.

Sincerely yours,



Kevin Patteson
Executive Administrator

What will the
SWIFT 
 mean for
TEXAS WATER?



On Nov. 5, 2013, Texas voters approved Proposition 6. This legislation enables the state to create two funds—the State Water Implementation Fund for Texas (SWIFT) and the State Water Implementation Revenue Fund for Texas (SWIRFT)—that will be dedicated to financing water projects by providing low-interest loans.

Over the next year, the Texas Water Development Board (TWDB) will be developing administrative rules on the following:

- Prioritizing projects that are seeking financial assistance
- Determining the minimum SWIFT application requirements and procedures for application processing
- Defining standards for rural, conservation, and reuse projects

In Texas, water planning happens from the ground up. So we’re relying on local and regional groups—including the public, utilities, groundwater conservation districts, regional planning groups, nonprofit and professional organizations and others—to provide vital input to this rulemaking process. We encourage you to participate in meetings we’re hosting around the state.

Date/Time	Location
January 31, 10 a.m., staff-led stakeholder meeting	Stephen F. Austin Bldg., #170, 1700 N. Congress, Austin
February 11, 10:30 a.m., Board work session	San Jacinto River Authority, 1577 Dam Site Road, Conroe
February 19, time TBD, staff-led stakeholder meeting	Stephen F. Austin Bldg., #170, 1700 N. Congress, Austin
February 24, time TBD, Board work session	Texas Tech University School of Law, Board of Barristers, 1802 Hartford Ave., Lubbock
March 24, time TBD, Board work session	Texas State Technical College, 1902 N. Loop 499, Harlingen

If you’re a Texan, you should know where your water comes from and be concerned about whether you’ll have enough in years to come. Ensuring Texas’ future water supply is vital to our state’s continued economic growth. Be part of the planning process to make sure your community is represented.

For more information, visit www.twdb.texas.gov/swift or contact Kathleen Ligon at kathleen.ligon@twdb.texas.gov.



