

**NUECES RIVER AUTHORITY
LEAKEY REGIONAL WASTEWATER ADVISORY COMMITTEE**

**Article 1
Authorization**

Section 1.

This Advisory Committee is established pursuant to Section 10 of the Leakey Regional Wastewater Treatment System (Wastewater System) Contract entered into by the City of Leakey, Twin Forks Water Supply Corporation, Alto Frio Baptist Encampment, and Nueces River Authority (Authority), collectively referred to as the Contracting Parties.

**Article 2
Responsibilities and Duties**

Section 1.

The Advisory Committee shall consult with and advise the Authority, through its Executive Director or his designated representative, with regard to the following matters pertaining to the Leakey Regional Wastewater System:

- a. The issuance of Bonds
- b. The operation and maintenance of the System
- c. Additional Contracting Parties and the terms and conditions of the contracts with such parties, consistent with the provisions of the Leakey Regional Wastewater System Contract entered into by the parties.
- d. Contracts for services to entities which are not Additional Contracting Parties, and the prices, terms, and conditions of such contracts consistent with the provisions of the Leakey Regional Wastewater System Contract.
- e. The Authority's annual budget for the Wastewater System, prior to its submission by the Authority's Executive Director to the Authority's Board of Directors.
- f. Review of the Authority's annual audit as it relates to the wastewater system.
- g. Improvements, extensions, enlargements, and replacements of the wastewater system.
- h. All other pertinent matters relating to the management of the wastewater system.

Section 2.

The role of the Advisory Committee is to consult with and provide advice to the Authority with respect to the matters described in Article 2, Section 1, but it shall not be necessary for the Authority to receive the approval of the Advisory Committee prior to the Authority taking any action or making decisions or expenditures with respect to the wastewater system.

Article 3
Membership, Term of Appointment and Conflict of Interest

Section 1.

The governing body of each of the Contracting Parties, annually, shall appoint one of the members of its governing body or one of its employees as a voting member of the Advisory Committee. The governing body may also appoint an alternate member from its governing body or one of its employees who may represent the Contracting Parties in the absence of the primary appointee.

Section 2.

The term of membership of the primary member and alternate on the Advisory Committee shall be at the pleasure of each governing body represented, respectively, and each member shall serve until replaced by his/her Contracting Party.

Section 3.

It shall be the duty of each member to conduct any efforts undertaken on behalf of the Advisory Committee to avoid conflicts of interest.

A “conflict of interest” exists when a member has a personal or private relationship or interest that could reasonably be expected to diminish the member’s independence of judgement in performing official duties. Examples include a member’s financial interest in an entity that is transacting business with the Authority with relationship to the Leakey Regional Wastewater System or the member’s solicitation or acceptance of a gift, favor, service, or other benefit that might reasonably tend to influence the member in performing official duties, or that a member knows or should know is being offered with that intent.

A member who becomes aware of a conflict of interest must provide timely notice to the Chair and recuse from discussion or voting on matters relating to the conflict of interest..

Article 4
Chair

Section 1.

The Chair of the Advisory Committee shall be the Executive Director of the Authority or its designee.

Section 2.

The Chair shall preside at all meetings of the Advisory Committee and shall be responsible for the general direction of the affairs of the Advisory Committee.

Article 5
Administrative Support

Section 1.

The Authority will provide administrative support for the Advisory Committee to include arranging for meeting space, posting of the agenda for each meeting, filing of minutes and other documents, preparing and distributing meeting material and other managerial services, as needed,

Article 6
Meetings

Section 1.

All meetings shall be posted in accordance with the Texas Open Meetings Act and be open to the public.

Section 2.

The Advisory Committee shall meet quarterly. However, additional meetings may be held at the request of one of the members, or the Authority. A regular quarterly meeting may be cancelled with the unanimous consent of the members, which consent may be secured by telephone or email.

Article 7
Finances and Expenses

Section 1.

All expenses of the members of the Advisory Committee in discharging their duties, and the administrative support provided by the Authority under Article 5, shall be considered Operation and Maintenance Expenses of the wastewater system. The Authority shall reimburse expenses based on a Statement of Expense form signed by the member, listing all expenses incurred and certifying that they are reasonable, actual, and necessary expenses incurred in discharging his/her duties as a member of the Advisory Committee.

Section 2.

The Authority shall maintain all accounts and financial records relating to the Wastewater Project, other than those needing to be maintained by the individual members for their purposes. The Authority shall open and close accounts, make deposits and issue checks, and manage funds as it determines necessary.

Article 8
Quorum

Section 1.

An Advisory Committee meeting may not be conducted without at least 50% of the members being in attendance at the meeting

Section 2.

A member may attend a meeting of the Advisory Committee via speaker phone or other electronic device upon notifying the Chair prior to the meeting.

Article 9
Committees

Section 1.

The Chair is authorized to establish sub-committees as deemed necessary.

Article 10
Expansion of Advisory Committee

Section 1.

The membership of the Advisory Committee shall be expanded upon the Authority's entering into wholesale wastewater service agreements with future Contracting Parties.

Article 11
Amendments

Section 1.

These Bylaws may be amended at any regular meeting by a vote of a majority of the members of the Advisory Committee, provided the notice of such meeting states that amendment(s) of the Bylaws is to be considered. However, all Bylaws are subject to, and must not violate the terms of the wholesale wastewater system contracts.

Article 12
Consistency

Section 1

Where there is a conflict between these Bylaws and the wholesale wastewater system contracts, the wholesale wastewater system contracts shall prevail.

Approved This ___ Day of _____, 2016

Chair