

**Alliance Regional Water Authority  
Board of Directors**

**REGULAR MEETING**



**ALLIANCE WATER**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572  
Code: 490 512 337#

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**In accordance with Governor Abbott's Executive Order, declaration of the COVID-19 public health threat, and action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of Alliance Regional Water Authority's (the Authority's) Board of Directors will hold a meeting by telephonic conference call at 3:00 PM, Wednesday, September 23, 2020. The public may participate in this meeting by calling the following number and code:**

**Conference Call Number: 1-903-405-2572**  
**Code: 490 512 337#**

**Members of the public wishing to make public comment during the meeting must register by emailing [info@alliancewater.org](mailto:info@alliancewater.org) prior to 3:00 p.m. on September 23, 2020. This meeting will be recorded and the audio recording will be available on the Authority's website after the meeting. A copy of the agenda packet will be available on the Authority's website at the time of the meeting. Additional information can be obtained by calling Graham Moore at (512) 294-3214.**

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at [info@alliancewater.org](mailto:info@alliancewater.org) before 3:00 p.m.)

D. CONSENT AGENDA

*The items included in the Consent Agenda portion of this meeting agenda can be considered and approved by the Board of Directors by one motion and vote. A Board member may request that an item included in the Consent Agenda be considered separately, in which event the Board of Directors will take action on the remaining Consent Agenda items and then consider the item removed from the Consent Agenda.*

D.1 Consider approval of minutes of the Regular Meeting held August 26th, 2020.  
~ Graham Moore, P.E., Executive Director

D.2 Consider approval of the financial report for August 2020. ~ Graham Moore,  
P.E., Executive Director

E. PUBLIC HEARINGS / PRESENTATIONS - None

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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- F.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*
- F.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*
- G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*
- H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION
  - H.1 Consider adoption of Resolution 2020-09-23-001 approving Work Order #5 with RW Harden & Associates for general hydrogeological services through September 30, 2021, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
  - H.2 Consider adoption of Resolution 2020-09-23-002 approving an agreement for governmental affairs with Texas Solutions Group through September 30, 2021, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
  - H.3 Consider adoption of Resolution 2020-09-23-003 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C. ~ *Graham Moore, P.E., Executive Director*
  - H.4 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*
  - H.5 Consider adoption of Resolution 2020-09-23-004 approving Work Order #2 with J.R. Tolles and Associates, LLC for construction inspection of the Phase 1A projects and construction management support for the Phase 1B projects. ~ *Graham Moore, P.E., Executive Director*

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- H.6 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.7 Consider adoption of Resolution 2020-09-23-005 approving Work Order #6 with Blanton & Associates, Inc. for additional environmental services associated with the Phase 1B Segment A project. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.8 Update, discussion and possible direction to Staff regarding the Authority's 2020 SWIFT Funding. ~ *Graham Moore, P.E., Executive Director*
- H.9 Consider adoption of Resolution 2020-09-23-006 making appointments to the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- J. EXECUTIVE SESSION
  - J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
    - A. *Water supply partnership options*
    - B. *Groundwater leases*
    - C. *Acquisition of real property for water supply project purposes*
  - J.2 Action from Executive Session on the following matters:
    - A. *Water supply partnership options*
    - B. *Groundwater leases*
    - C. *Acquisition of real property for water supply project purposes*
    - D. *Consideration of Resolution 2020-09-23-007 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Easement totaling 1.173 acres situated in the Thomas Maxwell Survey, Abstract No. 188, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*

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K. ADJOURNMENT

**NOTE:** *The Board of Directors may meet in Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion. The Board of Directors may also publicly discuss any item listed on the agenda for Executive Session.*

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**A. CALL TO ORDER**

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No Backup Information for this Item.

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**B. ROLL CALL**

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<b>NAME</b>	<b>TERM ENDS</b>	<b>PRESENT</b>
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2023	
Mike Taylor (CRWA - General Manager, Crystal Clear SUD)	April 2023	
Tim Samford (Kyle – Treatment Operations Manager)	April 2021	
Blake Neffendorf – Treasurer (Buda – Water Resources Coordinator)	April 2023	
Councilmember Mark Rockeymoore (San Marcos)	April 2022	
Humberto Ramos (CRWA – Water Resources Director)	April 2021	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2021	
Tom Taggart (San Marcos – Executive Director of Public Services)	April 2021	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2022	
Councilmember Tracy Scheel (Kyle)	April 2021	
Jon Clack (San Marcos – Assistant Director of Public Services)	April 2022	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Melissa Neel (San Marcos – Asst. Director of Finance)	April 2022	

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- C.** PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at [info@alliancewater.org](mailto:info@alliancewater.org) before 3:00 p.m.)
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**D. CONSENT AGENDA**

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Items D.1 and D.2 are presented as part of the consent agenda.

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**BOARD MEMBER PACKETS**

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**D.1** Consider approval of minutes of the Regular Meeting held August 26, 2020. ~  
*Graham Moore, P.E., Executive Director*

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Attachment(s)

- 2020 08 26 Board Meeting Minutes

**Board Decision(s) Needed:**

- Approval of minutes.



## ALLIANCE WATER

### Alliance Regional Water Authority

### BOARD MEETING

### MINUTES

**Monday, August 26, 2020**

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, August 26, 2020 via conference call in accordance with Governor Abbott's Executive Order declaring the COVID-19 public health threat and temporarily suspending certain provisions of the Texas Open Meetings Act.

- A. CALL TO ORDER.  
**The Alliance Water Board Meeting was called to order at 3:00p.m. by Mr. Betz.**
- B. ROLL CALL.
- **Present: Hughson, Taylor, Lillibridge, Neffendorf, Ramos, Earp, Taggart, Betz, Clack, Allen and with Scheel joining in Item J.2.H.**
  - **Absent: Rockeymoore and San Marcos's vacant seat.**
- C. PUBLIC COMMENT PERIOD
- **None.**
- D. CONSENT AGENDA
- D.1 Consider approval of minutes of the Regular Meeting held July 27, 2020.
- D.2 Consider approval of the financial report for July 2020.
- **Motion to approve the consent agenda items D.1 and D.2 as presented was made by Mr. Taggart, seconded by Ms. Hughson and approved on a 10-0 vote.**

**Items F.1 through F.3 were not opened for discussion.**

F.1 Report on Technical Committee activities.

- F.2 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants.
- F.3 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities.
- G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS
- **Update, no action.**
- H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION
- H.1 Consider adoption of Resolution 2020-08-26-001 approving a Financing Agreement with the Texas Water Development Board with respect to receiving financial assistance in the principal amount up to \$122,575,000 from the State Water Implementation Revenue Fund for Texas ("SWIRFT"); authorizing other matters incident and related thereto.
- **Motion to adopt Resolution 2020-08-26-001 approving a Financing Agreement with the Texas Water Development Board as presented was made by Mr. Taylor, seconded by Ms. Hughson and approved on a 10-0 vote.**
- H.2 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- **Mr. Sowa provided an update on the items in the packet.**
  - **Mr. Taggart inquired as to the status of the schedule.**
  - **Mr. Sowa stated that everything is currently "on schedule", but he has some concern about the schedule for Special Commissioner's Hearings.**
  - **No action.**
- H.3 Consider adoption of Resolution 2020-08-26-002 approving a Real Estate Contract with the Guadalupe Valley Electric Cooperative, Inc. for an approximate 5 acre fee simple purchase, an approximate 0.7 acre permanent access easement and an approximate 0.5 acre temporary access easement on the Authority's Phase 1B Water Treatment Plant property and authorizing the Executive Director to execute all closing documents on behalf of the Authority.
- **Motion to adopt Resolution 2020-08-26-002 approving a Real Estate Contract with Guadalupe Valley Electric Cooperative, Inc. as presented was made by Mr. Taylor, seconded by Mr. Taggart and approved on a 10-0 vote.**

## I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS

- **None.**

J.1 The Board of Directors recessed into Executive Session at 3:33 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege, and/or Section 551.072 to discuss water supply project partnership options. The Board of Directors reconvened from Executive Session at 4:03 p.m.

J.2 Action from Executive Session on the following matters:

A. Water supply partnership options

B. Groundwater leases

C. Acquisition of real property for water supply project purposes.

- **No Action.**

D. Consider adoption of Resolution 2020-08-26-003 ratifying execution by the Authority's Board Chair and Board Secretary of resolutions finding public convenience and necessity and authorizing eminent domain proceedings that were previously and properly noticed and approved by the Authority's Board of Directors under Section J of the July 27, 2020 Board agenda.

- **Motion to adopt Resolution 2020-08-26-003 as presented was made by Mr. Taylor, seconded by Ms. Hughson and approved on a 10-0 vote.**

E. Consideration of Resolution 2020-08-26-004 approving a Purchase Agreement with Henderson, Danny Masur, et al for an access easement on Parcel A043C.

- **Motion to adopt Resolution 2020-08-26-004 as presented was made by Mr. Taggart, seconded by Mr. Ramos and approved on a 10-0 vote.**

F. Consideration of Resolution 2020-08-26-005 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Easement totaling 8.684 acres situated in the Frances Berry Survey, Abstract No. 1, and the Francis Berry Survey, Abstract No. 2, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.

- **Motion to adopt Resolution 2020-08-26-005 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 8.684 acres as presented was made by Mr. Taylor, seconded by Mr. Ramos and approved on a 10-0 vote.**

- G. Consideration of Resolution 2020-08-26-006 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Easement totaling 0.797 acres situated in the Frances Berry Survey, Abstract No. 2 and the John S. Stumps Survey, Abstract No. 263, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.
- **Motion to adopt Resolution 2020-08-26-006 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 0.797 acres as presented was made by Ms. Hughson, seconded by Mr. Taylor and approved on a 10-0 vote.**
- H. Consideration of Resolution 2020-08-26-007 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Easement totaling 0.989 acres situated in the W.C. Steffey Survey, Abstract No. 274, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.
- **Motion to adopt Resolution 2020-08-26-007 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 0.989 acres as presented was made by Mr. Taylor, seconded by Mr. Taggart and approved on a 10-0 vote.**
- I. Consideration of Resolution 2020-08-26-008 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Easement totaling 5.611 acres situated in the Thomas Maxwell Survey, Abstract No. 188, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.
- **Motion to adopt Resolution 2020-08-26-008 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 5.611 acres as presented was made by Mr. Lillibridge, seconded by Mr. Taggart and approved on a 11-0 vote.**
- K. ADJOURNMENT
- **Meeting was adjourned at 4:11 p.m. based on the motion by Mr. Taggart, seconded by Mr. Taylor on a 11-0 vote.**

**APPROVED:** \_\_\_\_\_, 2020

**ATTEST:**

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

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**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
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**D.2** Consider approval of the financial report for August 2020. ~ *Graham Moore, P.E., Executive Director*

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Background/Information

Attached is the financial report for the period ending in August 2020.

Attachment(s)

- 2020 08 31 Financial Report

**Board Decision(s) Needed:**

- Approval of the financial report for the period ending August 2020.





# **Alliance Regional Water Authority**

**Financial Statements  
(Compilation)**

**For the One Month Ended and Year-to-Date  
August 31, 2020**

## Alliance Regional Water Authority

## Balance Sheet

09/14/20

As of August 31, 2020

Accrual Basis

	Aug 31, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-16,671.46
1010 · Broadway Savings (4415)	2,641,560.86
	2,624,889.40
<b>Total 1004 · Broadway Bank</b>	<b>2,624,889.40</b>
1015 · TexStar (3310)	2,566,043.34
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	312,285.55
1052 · Kyle Debt Service (2787)	251,587.66
1055 · San Marcos Debt Service (6390)	316,150.67
1056 · Buda Debt Service (6391)	60,557.46
	940,581.34
<b>Total 1050 · Broadway Bank (Reserved)</b>	<b>940,581.34</b>
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	334,997.09
1106 · BOKF, Escrow, Kyle Series 2015B	221,900.23
1107 · BOKF, Escrow, CRWA Series 2017A	2,846,358.19
1108 · BOKF, Escrow, Kyle Series 2017B	2,592,014.42
1109 · BOKF, Escrow, SM Series 2017C	3,337,846.77
1110 · BOKF, Escrow, Buda Series 2017D	450,948.59
1111 · BOKF, Escrow, CRWA Series 2019A	26,254,518.66
1112 · BOKF, Escrow, Kyle Series 2019B	23,942,876.82
1113 · BOKF, Escrow, SM Series 2019C	30,513,145.32
1114 · BOKF, Escrow, Buda Series 2019D	4,244,805.62
	94,739,411.71
<b>Total 1100 · Escrow Accounts</b>	<b>94,739,411.71</b>
<b>Total Checking/Savings</b>	<b>100,870,925.79</b>
<b>Accounts Receivable</b>	
1209 · Accts receivable, City of SM	344,124.84
1210 · Accts receivable, City of Buda	48,748.92
	392,873.76
<b>Total Accounts Receivable</b>	<b>392,873.76</b>
<b>Total Current Assets</b>	<b>101,263,799.55</b>
<b>Fixed Assets</b>	
1405 · Engineering & Construction Cost	2,402,294.20
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	61,957.97
1420-02 · Hydrogeologic Support	170,287.19
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	45,251.01
	407,591.33
<b>Total 1420 · Projects in Progress (Cash)</b>	<b>407,591.33</b>
1430 · Projects in Progress Eng (Cash)	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	34,635.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	65,586.00
1430-09 · GCUWCD Monitoring Wells	192,607.50
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	41,880.00
1430-12 · Phase 1B Programming	107,761.14
1430-13 · ARWA-GBRA MOU Study	15,000.00
1430-14 · Phase 1A GIS	36,881.37
	867,718.25
<b>Total 1430 · Projects in Progress Eng (Cash)</b>	<b>867,718.25</b>

**Alliance Regional Water Authority**  
**Balance Sheet**  
**As of August 31, 2020**

	Aug 31, 20
<b>1440 · Projects in Prog Eng. (Finance)</b>	
1440-01 · Engineering-Phase 1A Pipeline	527,900.66
1440-02 · Engineering-Phase 1A Pump Stat	733,469.41
1440-03 · Engineering-ROW Acquisition	396,497.66
1440-04 · Phase 1A Const Observation	603,195.16
1440-05 · Phase 1A-Construction Trailer	47,259.22
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	4,865,781.92
1440-08 · Phase 1A Segment B Construction	2,420,444.88
1440-15 · Land Acquisition Phase 1B	5,305,148.63
1440-16 · Phase 1B-Owners Rep	6,127,563.73
1440-17 · Phase 1B Environmental	1,868,875.95
1440-18 · Phase 1B Segment A Design	1,750,036.48
1440-19 · Phase 1B Segment B Design	1,403,730.12
1440-20 · Phase 1B Segment C Design	612,479.12
1440-21 · Phase 1B Segment D Design	1,116,874.06
1440-22 · Phase 1B Segment E Design	510,471.52
1440-23 · Phase 1B Land Attorney	421,160.10
1440-24 · Phase 1B Hydrogeology	145,380.00
1440-25 · Phase 1B WTP Design	2,299,479.59
1440-26 · Raw Water Infr.	1,054,787.52
1440-27 · Phase 1B Program Survey	2,262,865.50
1440-28 · Phase 1B BPS Design	1,020,050.34
1440-29 · GVEC Construction-in-Aid	1,000,000.00
1440-30 · Phase 1B Inline Tanks	39,483.73
1440-31 · Construction Mgmt & Inspection	41,842.06
<b>Total 1440 · Projects in Prog Eng. (Finance)</b>	<b>38,308,927.68</b>
<b>1447 · Land &amp; Easements</b>	<b>922,215.70</b>
<b>1448 · Capitalized Interest</b>	
1448-51 · Cap Interest, CRWA Series 2015A	152,369.03
1448-52 · Cap Interest, Kyle Series 2015B	222,143.28
1448-53 · Cap Interest, CRWA Series 2017A	127,269.80
1448-54 · Cap Interest, Kyle Series 2017B	116,100.88
1448-55 · Cap Interest, SM Series 2017C	65,904.35
1448-56 · Cap Interest, Buda Series 2017D	9,576.21
<b>Total 1448 · Capitalized Interest</b>	<b>693,363.55</b>
<b>1505 · Landowner Bonus Payments</b>	<b>1,043,191.83</b>
<b>1510 · GrWater Lease Acquisition Costs</b>	<b>1,004,905.76</b>
<b>1599 · Accumulated Amortization</b>	<b>-2,048,097.59</b>
<b>Total Fixed Assets</b>	<b>43,602,110.71</b>
<b>Other Assets</b>	
1900 · Deferred Outflow	23,797.09
<b>Total Other Assets</b>	<b>23,797.09</b>
<b>TOTAL ASSETS</b>	<b>144,889,707.35</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
2006 · Chase Bank VISA Card	6,981.80
<b>Total Credit Cards</b>	<b>6,981.80</b>
<b>Other Current Liabilities</b>	
2100 · Payroll Liabilities	3,341.80
2102 · 401(a) Liability	2,914.72
2103 · Net Pension Liability	4,718.00
2104 · Pension Deferred Inflows	82.00
2106 · Accrued Vacation	29,343.80
2300 · Accrued Costs	330,643.18

## Alliance Regional Water Authority

## Balance Sheet

As of August 31, 2020

09/14/20

Accrual Basis

	Aug 31, 20
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	2,460.75
2352 · Accrued Int Payable, Kyle 2015B	3,586.98
2353 · Accrued Int Payable, CRWA 2017A	9,731.73
2354 · Accrued Int Payable, Kyle 2017B	8,874.81
2355 · Accrued Int Payable, SM 2017C	7,230.08
2356 · Accrued Int Payable, Buda 2017D	1,028.25
2357 · Accrued Int Payable, CRWA 2019A	22,811.60
2358 · Accrued Int Payable, Kyle 2019B	20,813.81
2359 · Accrued Int Payable, SM 2019C	17,179.38
2360 · Accrued Int Payable, Buda 2019D	2,436.71
	<hr/>
Total 2350 · Accrued Interest Payable	96,154.10
	<hr/>
Total Other Current Liabilities	467,197.60
	<hr/>
Total Current Liabilities	474,179.40
	<hr/>
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	3,220,000.00
2502 · Bond Payable, Kyle Series 2015B	3,170,000.00
2503 · Bond Payable, CRWA Series 2017A	9,340,000.00
2504 · Bond Payable, Kyle Series 2017B	8,515,000.00
2505 · Bond Payable, SM Series 2017C	10,365,000.00
2506 · Bond Payable, Buda Series 2017D	1,475,000.00
2507 · Bond Payable, CRWA Series 2019A	26,530,000.00
2508 · Bond Payable, Kyle Series 2019B	24,200,000.00
2509 · Bond Payable, SM Series 2019C	30,800,000.00
2510 · Bond Payable, Buda Series 2019D	4,370,000.00
	<hr/>
Total Long Term Liabilities	121,985,000.00
	<hr/>
Total Liabilities	122,459,179.40
	<hr/>
Equity	
2925 · Net Investment in Capital Asset	8,200,007.29
2950 · Retained Earnings	7,771,023.52
Net Income	6,459,497.14
	<hr/>
Total Equity	22,430,527.95
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>144,889,707.35</u>



# Alliance Regional Water Authority Profit Loss

For the One Month and Eleven Months Ended August 31, 2020

	<u>August 2020</u>	<u>October 2019 August 2020</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>4010 · Project Contribution</b>		
4011 · City of San Marcos	0.00	3,526,268.86
4012 · City of Kyle	0.00	1,723,001.50
4013 · City of Buda	0.00	511,666.30
4014 · Canyon Regional Water Authority	0.00	1,981,253.51
4015 · GBRA	755,358.89	3,219,832.28
<b>Total 4010 · Project Contribution</b>	<u>755,358.89</u>	<u>10,962,022.45</u>
<b>4200 · Shared Water</b>		
4210 · Shared Water, City of Buda	0.00	335,421.00
<b>Total 4200 · Shared Water</b>	<u>0.00</u>	<u>335,421.00</u>
<b>4250 · Non Potable Water Sales</b>	3,148.00	28,648.40
<b>4300 · Broadway Interest Income</b>		
4311 · City of San Marcos	93.24	2,354.74
4312 · City of Kyle	65.08	1,802.04
4313 · City of Buda	8.90	303.86
4314 · Canyon Regional Water Authority	73.92	2,168.04
<b>Total 4300 · Broadway Interest Income</b>	<u>241.14</u>	<u>6,628.68</u>
<b>4350 · Escrow Accounts Income</b>		
4351 · BOKF, CRWA Series 2015A	11.66	7,361.96
4352 · BOKF, Kyle Series 2015B	7.73	6,370.85
4353 · BOKF, CRWA Series 2017A	0.20	34,569.02
4354 · BOKF, Kyle Series 2017B	0.18	31,500.79
4355 · BOKF, SM Series 2017C	0.23	40,350.27
4356 · BOKF, Buda Series 2017D	0.03	5,575.57
4357 · BOKF, CRWA Series 2019A	1.64	91,221.66
4358 · BOKF, Kyle Series 2019B	1.49	83,189.82
4359 · BOKF, SM Series 2019C	1.90	106,018.32
4360 · BOKF, Buda Series 2019D	0.26	14,748.62
<b>Total 4350 · Escrow Accounts Income</b>	<u>25.32</u>	<u>420,906.88</u>
<b>4370 · TexStar Interest Income</b>		
4371 · City of San Marcos	128.55	11,982.13
4372 · City of Kyle	100.99	9,412.62
4373 · City of Buda	18.21	1,697.41
4374 · Canyon Regional Water Authority	110.74	10,321.50
<b>Total 4370 · TexStar Interest Income</b>	<u>358.49</u>	<u>33,413.66</u>
<b>Total Income</b>	<u>759,131.84</u>	<u>11,787,041.07</u>
<b>Expenses</b>		
<b>6000 · Groundwater Reservation Costs</b>	64,442.16	1,164,323.17
<b>6010 · Shared Water Costs</b>		
6015 · Shared Water, City of Kyle	24,200.88	236,022.40
6020 · Shared Water, City of San Marcos	13,965.00	139,650.00
<b>Total 6010 · Shared Water Costs</b>	<u>38,165.88</u>	<u>375,672.40</u>
<b>7125 · Auditing fees</b>	0.00	10,715.00
<b>7150 · Amortization Expense</b>	0.00	43,936.64
<b>7210 · Bank Fees</b>	321.53	2,438.97

# Alliance Regional Water Authority

## Profit Loss

For the One Month and Eleven Months Ended August 31, 2020

	August 2020	October 2019 August 2020
7220 · Escrow and Paying Agent Fees	1,132.45	3,582.45
7240 · Bond Issue Costs		
7240-07 · Bond Issue Costs - CRWA 2019A	0.00	366,309.28
7240-08 · Bond Issue Costs - Kyle 2019B	0.00	339,780.56
7240-09 · Bond Issue Costs - SM 2019C	0.00	392,340.76
7240-10 · Bond Issue Costs - Buda 2019D	0.00	139,393.36
<b>Total 7240 · Bond Issue Costs</b>	<b>0.00</b>	<b>1,237,823.96</b>
7250 · Interest Expense		
7250-51 · Interest Expense - CRWA 2015A	5,068.53	57,223.94
7250-52 · Interest Expense - Kyle 2015B	7,213.38	79,740.43
7250-53 · Interest Expense - CRWA 2017A	19,557.35	216,068.99
7250-54 · Interest Expense - Kyle 2017B	17,834.65	197,030.88
7250-55 · Interest Expense - SM 2017C	14,619.14	162,399.96
7250-56 · Interest Expense - Buda 2017D	2,078.32	23,080.86
7250-57 · Interest Expense - CRWA 2019A	46,517.73	425,816.61
7250-58 · Interest Expense - Kyle 2019B	42,443.86	388,524.50
7250-59 · Interest Expense - SM 2019C	35,032.39	320,681.67
7250-60 · Interest Expense - Buda 2019D	4,968.90	45,485.22
<b>Total 7250 · Interest Expense</b>	<b>195,334.25</b>	<b>1,916,053.06</b>
7325 · Dues	0.00	6,454.00
7350 · Insurance - Liability, E&O	0.00	2,372.62
7400 · Legal Fees	10,979.50	76,814.31
7410 · Newspaper Public Notices	0.00	1,371.31
7425 · Contract Services-Lobbyist	6,000.00	66,000.00
7430 · Agency Mgmt Public Relations	0.00	7,500.00
7440 · Region L Contributions	0.00	1,124.93
7450 · Permit & Fees	0.00	75,537.95
7500 · Supplies	802.20	14,087.33
7530 · Printing & Copying	461.06	2,652.45
7600 · Telephone, Telecommunications	0.00	675.00
7700 · Travel, Conferences & Meetings	0.00	1,576.78
7800 · Employee Expenses		
7810 · Salaries and wages	23,461.38	245,890.50
7820 · Auto Allowance	969.24	11,529.33
7821 · Phone Allowance	207.70	1,765.45
7830 · Payroll taxes	1,854.36	18,112.66
7840 · Employee Insurance	5,173.88	21,079.60
7850 · Retirement	1,696.46	17,438.06
7860 · Licenses & Permits	375.00	1,016.00
<b>Total 7800 · Employee Expenses</b>	<b>33,738.02</b>	<b>316,831.60</b>
<b>Total Expenses</b>	<b>351,377.05</b>	<b>5,327,543.93</b>
<b>Net Ordinary Income</b>	<b>407,754.79</b>	<b>6,459,497.14</b>
<b>Net Income</b>	<b>407,754.79</b>	<b>6,459,497.14</b>

**Alliance Regional Water Authority  
Chase VISA Credit Card Transactions**

July 31, 2020

Type	Date	Name	Split	Amount	Balance
<b>2006 - Chase Bank VISA Card</b>					1,485.78
Credit Card Charge	08/01/2020	Squarespace Inc	7500 · Supplies	311.76	1,797.54
Credit Card Charge	08/01/2020	Stamps Com	7500 · Supplies	18.17	1,815.71
Credit Card Charge	08/10/2020	Rackspace	7500 · Supplies	167.00	1,982.71
Credit Card Charge	08/10/2020	Training	7860 · Licenses & Permits	375.00	2,357.71
Check	08/11/2020	Chase	1005 · Broadway Checking (8040)	-1,815.71	542.00
Credit Card Charge	08/11/2020	Austin Armature Works	1440-08 · Phase 1A Segment B Construction	4,999.36	5,541.36
Credit Card Charge	08/12/2020	United Site Service	1440-05 · Phase 1A-Construction Trailer	255.65	5,797.01
Credit Card Charge	08/12/2020	Williams Scotsman	1440-05 · Phase 1A-Construction Trailer	598.45	6,395.46
Credit Card Charge	08/17/2020	Rackspace	7500 · Supplies	113.28	6,508.74
Credit Card Charge	08/20/2020	UPS Store	7500 · Supplies	12.00	6,520.74
Credit Card Charge	08/21/2020	ARC Austin	7530 · Printing & Copying	461.06	6,981.80
Total 2006 - Chase Bank VISA Card				5,496.02	6,981.80
<b>TOTAL</b>				<b>5,496.02</b>	<b>6,981.80</b>

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**F.1** Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*

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Background/Information

The following items were discussed by the Committee at its 9/8 meeting:

- Received an update on the Phase 1A projects (Item F2).
- Received an update on the Phase 1B program (Item F.3).
- Received an updated presentation on the Commissioning Plan for the Phase 1B Program.
- Discussed entering into a funding agreement with TxDOT for the SH-304 right turn deceleration lane at the Water Treatment Plant site.
- Update on the 2020 TWDB SWIFT debt issuances (Item H.6).
- Received an update on area water meetings (Item F.4).

**Board Decision(s) Needed:**

- None.



**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- F.2** Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and Capital Area Planning Group activities.
- 

Gonzales County Underground Water Conservation District (GCUWCD)

The GCUWCD met on September 8<sup>th</sup> and approved their budgets for next year. The resulting amount due from Alliance Water is approximately \$15,000 less than budgeted. No other items affecting the Authority were discussed.

Plum Creek Conservation District (PCCD)

No items affecting the Authority were on the agenda for consideration.

Groundwater Management Area 13

The next GMA-13 is scheduled for Friday, November 13th.

Region L Planning Group

Region L held a meeting on September 3<sup>rd</sup> where they approved the 2021 Region L Plan.

Guadalupe-Blanco River Authority; Hays County Activities; CAPCOG Activities

No update.

**Board Decision(s) Needed:**

- None.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- G.** EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*

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**EXECUTIVE DIRECTOR**

Log and Calendar of Events

- Attached is the log of activities for August along with the 3-month look ahead calendar for the Executive Director.



# September 2020

September 2020							October 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 30	31	Sep 1	2	3	4	5
Segment D 60% Plan Review - Alisa Gruber						
ARWA1BSA - Segment A 90% Design Review period - Cobler, Nathan						
		9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler,	1:00pm NBU/ARWA/GBRA Meeting (Online via Teams) - R. Brian	9:00am ARWA Phase 1A 9:30am Region L 11:00am ARWA1B - 3:00pm Administrative	9:00am Meet w/ Chris Walker & Discuss Goals (WTP / Lockhart) - Graham	
6	7	8	9	10	11	12
Segment D 60% Plan Review - Alisa Gruber						
ARWA1BSA - Segment A 90% Design Review period - Cobler, Nathan						
	LABOR DAY HOLIDAY 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) -	11:00am Weltner & Detert Easement 4:00pm ARWA1B - 5:30pm GCUWCD Board	11:00am ARWA Fiber Meeting (Microsoft 11:25am - Graham 3:00pm Technical	11:00am ARWA1B - 1:00pm ARWA1BENV - 1:30pm ARWA Phase 1A 2:00pm WTP Discussion	1:30pm ARWA1BWDH - Hydro RFI Discussion (Microsoft Teams Meeting) - Graham	
13	14	15	16	17	18	19
Segment D 60% Plan Review - Alisa Gruber						
ARWA1BSA - Segment A 90% Design Review period - Cobler, Nathan						
	CRWA Board of Trustees 1:30pm ARWA Phase 1B 3:00pm Alliance Water 6:30pm CRWA Board	10:00am ARWA1BSA - 90% Submittal 1:00pm PCCD Meeting 2:00pm ARWA1B -	10:30am Kimley-Horn Quality Call with 12:00pm Segment D 60% Plan Review -	11:00am ARWA1B - Weekly ROW Call 2:00pm Save the date - Segment D 60%	9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	
20	21	22	23	24	25	26
ARWA1BSA - Segment A 90% Design Review period - Cobler,	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	9:00am ARWA Phase 1B - Segment A - 90% Plan Review Coordination (2281 Jack C Hays Trail (2281 Jack C Hays	10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (Virtual Only) - Graham Moore	11:00am ARWA1B - Weekly ROW Call (Microsoft Teams 12:00pm J Biemer - 2019-20 Review (Lockhart) - Graham		
27	28	29	30	Oct 1	2	3
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 3:00pm Alliance Water Check In Meeting ( <a href="https://zoom.us/j/94">https://zoom.us/j/94</a>	1:00pm TWCA Wholesale Rate Webinar ( <a href="https://us02web.zoom.us/j/82682377270?tk=dxOV4qBykDhxQ">https://us02web.zoom.us/j/82682377270?tk=dxOV4qBykDhxQ</a>	9:15am Dr. Hong (Virtual)			

# October 2020

October 2020							November 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 27	28	29	30	Oct 1	2	3
				11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	9:00am ARWA1BRWI & WTP - 90% Design Meeting (Microsoft) 10:00am GBC Meeting (webex) - Lord, Glenn (G)	
4	5	6	7	8	9	10
	Graham - PTO 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan		11:00am ARWA1B - Weekly ROW Call (Microsoft Teams) 3:00pm ARWA 1A-B Progress Meeting (ARWA Trailer) - Jim		
11	12	13	14	15	16	17
	1:30pm ARWA Phase 1B Weekly Progress 3:00pm Alliance Water Check In Meeting 6:30pm CRWA Board Meeting (CRWA)	5:30pm GCUWCD Board Meeting (GCUWCD Offices)	3:00pm Technical Committee Meeting (TBD)	11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	
18	19	20	21	22	23	24
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:30pm County Line SUD Board Meeting (Uhland, TX)	1:00pm PCCD Meeting (Lockhart, Texas) 5:00pm Kyle City Council 5:30pm Buda City Council 6:00pm San Marcos		9:00am Green Valley SUD (Marion, TX) 10:00am Region L Staff Work Group 11:00am ARWA1B - 6:30pm Crystal Clear		
25	26	27	28	29	30	31
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 3:00pm Alliance Water Check In Meeting ( <a href="https://zoom.us/j/94">https://zoom.us/j/94</a> )		10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD) - Graham Moore	11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan		

# November 2020

November 2020							December 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	6	7	8	9	10	11	12
8	9	10	11	12	13	14	13	14	15	16	17	18	19
15	16	17	18	19	20	21	20	21	22	23	24	25	26
22	23	24	25	26	27	28	27	28	29	30	31		
29	30												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 1	2 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	3 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan	4	5 9:30am Region L Meeting (San Antonio Water System - 2800) 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams)	6	7
8	9 1:30pm ARWA Phase 1B Weekly Progress 3:00pm Alliance Water Check In Meeting 6:30pm CRWA Board Meeting (CRWA)	10 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	11 3:00pm Technical Committee Meeting (TBD)	12 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams) 3:00pm ARWA 1A-B Progress Meeting (ARWA Trailer) - Jim	13 9:00am GMA-13 Meeting (Virtual)	14
15	16 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	17 1:00pm PCCD Meeting (Lockhart, Texas, United States)	18 10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD) - Graham Moore	19 11:00am ARWA1B - Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	20 TWDB Bond Closing Date 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	21
22	23 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 3:00pm Alliance Water Check In Meeting (https://zoom.us/j/94	24	25	26 THANKSGIVING HOLIDAY	27	28
29	30 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	Dec 1	2	3	4	5

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
 Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- H.1** Consider adoption of Resolution 2020-09-23-001 approving Work Order #5 with RW Harden & Associates for general hydrogeological services through September 30, 2021, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with RW Harden & Associates for hydrogeological services for the Authority in September 2019. That contract is set to expire on September 30, 2020 unless a new agreement is executed by the Authority.

Attached is a draft work order with RW Harden. The payment terms are the same as in previous years. The Board of Directors and Executive Director were afforded the opportunity to review RW Harden’s work in accordance with the Consultant Review Policy. Below is a graphic representation of the scores for the various categories.

<b>RW Harden &amp; Associates - Hydrogeological Consultant</b>													
<b>CRITERIA</b>	No. of Reviewers: 4												
	<b>RATING</b>												
	Excellent	Satisfactory	Generally Satisfactory	Unsatisfactory	Not Applicable								
Permitting of two new wells within the GCUWCD													
Technical services with GMA-13 activities													
Miscellaneous technical support													
Timeliness and Completeness of Deliverables													
Value													
Others (specify)													
<b>OVERALL PERFORMANCE</b>													

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of the work order with RW Harden & Associates.

**Board Decision(s) Needed:**

Adoption of Resolution 2020-09-23-001 approving a work order with R.W. Harden & Associates, Inc. for hydrogeological services through September 30, 2021 as recommended by the Administrative Committee.



# ALLIANCE WATER

## RESOLUTION NO. 20200923-001

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE RENEWAL OF AN AGREEMENT WITH R. W. HARDEN & ASSOCIATES, INC. TO PROVIDE HYDROGEOLOGICAL CONSULTING SERVICES, AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Hays Caldwell Public Utility Agency, the predecessor to the Alliance Regional Water Authority (the "Authority"), entered into an agreement with R.W. Harden & Associates, Inc. for hydrogeological consulting services in June 2009. The Agreement was renewed with approval by the Hays Caldwell Public Utility Agency Board in each September from 2010 through 2016 and was renewed by the Authority's Board in September 2017, 2018 and 2019.

2. The Authority is in need of continued hydrogeological consulting services for Fiscal Year 2020-21.

3. The Authority Administrative Committee, at its meeting on September 3, 2020, recommended that the Authority enter into a work order with R.W. Harden & Associates, Inc. for a one-year period from October 1, 2020 through September 30, 2021 pursuant to the terms of the master agreement between the Authority and RW Harden & Associates, Inc.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.** The attached work order for services of R. W. Harden & Associates, Inc. is approved.

**SECTION 2.** The Authority's Executive Director, Graham Moore, is authorized to execute the attached agreement on behalf of the Authority.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage.

**ADOPTED:** September 23, 2020

**ATTEST:**

\_\_\_\_\_  
Chris Betz  
Chair, Board of Directors

\_\_\_\_\_  
James Earp  
Secretary, Board of Directors



**Work Order No. 005**

Pursuant and subject to the Master Service Agreement between the Alliance Regional Water Authority (Alliance Water) and R.W. Harden & Associates, Inc (Consultant), dated September 25, 2019 Alliance Water requests the Consultant to perform the services described below:

Work Site: <u>Caldwell and Gonzales counties</u>
Work to Be Performed: <u>Professional Services associated with development of groundwater supplies, as noted in the attached scope of services, Exhibit A.</u>
Date to Commence: <u>October 1, 2020</u>
Date to Complete: <u>September 30, 2021.</u>
Cost Proposal to be: <u>Based on Hourly Rate Not-to-Exceed \$30,000</u>
Other Information/Requirements: <u>None.</u>

**Acceptance:**

Alliance Regional Water Authority

R.W. Harden & Associates, Inc.

By: \_\_\_\_\_  
Signature  
Graham Moore, Executive Director

By: \_\_\_\_\_  
Signature  
James Bene, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### R.W. HARDEN & ASSOCIATES, INC.

#### SCOPE OF WORK FOR PROFESSIONAL SERVICES TO BE PERFORMED IN CONNECTION WITH DEVELOPMENT OF GROUNDWATER SUPPLIES

R.W. Harden & Associates, Inc. (RWH&A) is providing herein a Scope of Work and estimated professional services costs associated with hydrogeologic services performed for the Alliance Regional Water Authority (ARWA). Within this document, the term “Client” refers to ARWA. Specifically, RWH&A will provide services requested by the Client (or authorized representative) associated with development of groundwater supplies in Central Texas.

Specific work products to be provided by RWH&A under this contract include:

- 1) **Technical services associated with GMA-13 activities** – The member districts of Groundwater Management Area No. 13 (GMA-13) are currently updating the “Desired Future Conditions” (DFCs) for the aquifers in southern Texas. RWH&A will attend GMA-13 meetings and provide technical evaluation(s) of the modeling files generated by GMA-13’s hydrogeologic consultants and provide input during potential, upcoming challenges to the proposed DFCs.
- 2) **Groundwater Conservation District Support** – Currently, ARWA holds production and transport permits issued by the Gonzales County Underground Water Conservation District (GCUWCD) and the Plum Creek Conservation District (PCCD). RWH&A will review any proposed GCD rule/policy changes and provide technical support during future rulemaking processes.
- 3) **Miscellaneous Technical Support** – It is anticipated that the Client may wish to explore additional development options as this project progresses. As part of this process, RWH&A will provide technical support to the Client as requested to evaluate the physical and/or regulatory impacts of various development scenarios. Specific tasks to be performed by RWH&A will be determined by the Client, but may include: attendance of planning meetings, groundwater modeling, or other technical analyses.

The total estimated budget for these work products is \$30,000; however, it should be noted that the specific tasks to be performed by RWH&A are yet to be determined and more or less work could be performed (as authorized by the Client). The costs include only RWH&A professional engineering services and expenses. We work on projects of this nature in accordance with the actual man-hours involved plus direct out-of-pocket expenses in accordance with the contract and fee schedule (Exhibit B).

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
 Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**H.2** Consider adoption of Resolution 2020-09-23-002 approving an agreement for governmental affairs with Texas Solutions Group through September 30, 2021, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with Texas Solutions Group (TSG) for governmental affairs services in September 2019. That contract is set to expire on September 30, 2020 unless a new agreement is executed by the Authority.

Attached is the draft agreement with TSG. The payment terms are the same as previous year's and are in-line the approved budget.

The Board and the Executive Director provided a review of TSG's work in accordance with the Consultant Review Policy. Below is a graphic representation of the cumulative scores for the various categories, followed by some of the comments from the reviews.

Texas Solutions Group - Governmental Affairs													
													No. of Reviewers: 5
CRITERIA	RATING												
	Excellent		Satisfactory		Generally Satisfactory		Unsatisfactory		Not Applicable				
Assist in formulating a legislative plan for 86 <sup>th</sup> session													
Interact with Legislature and others to promote Alliance's interests													
Assist in presenting Alliance Water's positions on legislation, including meeting facilitation													
Periodic updates to the Alliance Water Board													
Monitor Legislature activities that may affect Alliance Water													
Timeliness and Completeness of Deliverables													
Value													
Others (specify)													
<b>OVERALL PERFORMANCE</b>													

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of the agreement with Texas Solutions Group.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-09-23-002 approving an agreement with Texas Solutions Group for governmental affairs services through September 30, 2021 as recommended by the Administrative Committee.



## ALLIANCE WATER

### RESOLUTION NO. 20200923-002

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN AGREEMENT BETWEEN THE AUTHORITY AND TEXAS SOLUTIONS GROUP FOR GOVERNMENTAL AFFAIRS AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Hays Caldwell Public Utility Agency, the predecessor to the Alliance Regional Water Authority (the "Authority"), entered into an agreement with GovBiz Partners, LLC ("GovBiz") for governmental affairs and related matters on June 25, 2012. The Agreement was renewed with approval by the Board of Directors in September 2013 and 2014.

2. The Hays Caldwell Public Utility Agency approved an assignment of the contract from GovBiz to Texas Solutions Group on August 26, 2015. The Agreement was renewed with approval by the Board of Directors in September 2015 and 2016. The Authority's Board of Directors approved the renewal of the agreement in September 2017, 2018 and 2019.

3. The Authority is in need of governmental affairs services and related matters for Fiscal Year 2020-21.

4. The Authority Administrative Committee, at its meeting on September 3, 2020, recommended that the Authority Board approve a renewal of the agreement with Texas Solutions Group for Fiscal Year 2020-21.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.** The attached Agreement for Governmental Affairs between the Authority and Texas Solutions Group is approved.

**SECTION 2.** The Chair of the Authority's Board of Directors, Chris Betz, is authorized to execute the attached agreement on behalf of the Authority.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage.

Resolution 20200923-002  
Texas Solutions Group – FY20-21 Renewal

**ADOPTED:** September 23, 2020

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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James Earp  
Secretary, Board of Directors

**TEXAS SOLUTIONS GROUP**  
**Professional Services Agreement**

STATE OF TEXAS  
COUNTY OF TRAVIS

THIS AGREEMENT is made and entered into effective as of the 1st day of October 2020, by and between Texas Solutions Group (hereinafter referred to as “TSG”), and the Alliance Regional Water Authority (hereinafter referred to as “Client”).

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**TERM**

1.1. The respective duties and obligations of the parties hereto shall be for a period of 12 months commencing on October 1, 2020 and terminate on September 30, 2021.

1.2. If neither party terminates, this Agreement will be automatically renewed for another year period on each anniversary of the effective date. However, continuation of this Agreement into a new fiscal year of the Client (which begins on October 1st) will be contingent on approval by the Client’s governing body of a budget for the new fiscal year that includes funding for this agreement.

1.3. Either party may terminate this Agreement at any time for any reason by giving 30 days notice to the other party.

**SCOPE OF SERVICES**

2.1. TSG agrees to perform for Client projects and/or services enumerated in Exhibit A.

2.2. Additional projects or services may be undertaken by TSG with Separate Project or Service Agreements that become addenda to this Agreement. Any such project or services will require the prior written approval of the Client.

## **COMPENSATION**

3.1. TSG shall receive compensation for its services to Client in accordance with the attached service structure, Exhibit B to this Agreement.

## **LIMITATIONS ON TSG**

4.1. TSG will not represent any other person or firm with interests that conflict with those of the Client with securing the prior written consent of the Client.

4.2. TSG will refrain from any action or from participation in any matter which involves a conflict of interest with the Client without the express consent of the Client.

## **ASSIGNMENT**

5.1. The nature of the services rendered by TSG are personal and cannot be assigned by TSG.

## **MISCELLANEOUS**

6.1. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, whether verbal or in writing, between the parties hereto with respect to the subject matter hereof. No amendment to this Agreement shall be binding unless it is in writing and signed by both parties hereto.

6.2. Notices will be provided by the parties to one another by certified mail, return receipts requested, or by confirmed email or facsimile transmission, to the following addresses:

### To the Client:

Graham Moore  
Alliance Regional Water Authority  
630 W. Hopkins St.  
San Marcos, TX 78666  
Phone: 512/294-3214  
Email: [gmoore@alliancewater.org](mailto:gmoore@alliancewater.org)



To TSG:

Jeff Heckler  
Texas Solutions Group  
1303 San Antonio St., Suite 720  
Austin, Texas 78701  
Phone: 512/917-5772  
Email: [jeff@txsolutionsgroup.com](mailto:jeff@txsolutionsgroup.com)

If a party changes its address or facsimile number for notice purpose, it will provide written notice of the new address to the other party with 10 days of the change.

6.3. All records prepared for Client, including information that may be considered TSG's work product, shall be deemed to be the property of Client if paid for by Client.

6.4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and costs of the court.

6.5. This Agreement shall be governed by the laws of the State of Texas. The Client's execution of and performance under this Agreement will not act as a waiver of any immunity of the Client to suit or liability under applicable law. The parties acknowledge that the Client, in executing and performing the Agreement, is a governmental entity acting in a governmental capacity.

6.6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


## **INTELLCTUAL PROPERTY**

7.1. All copyrightable works of whatever nature authored or co-authored by TSG in the course of the services rendered under this agreement shall be considered as works made for hire the benefit of Client under U.S. Copyright

Laws, and any copyrights therein shall be the sole and exclusive property of the Client and its successors and assigns in the U.S. and throughout the world.

7.2. During the course of the performance of services hereunder, the Client may disclose confidential information to TSG. Confidential information shall consist of any proprietary or trade secret information of the Client of whatever nature which is not generally known or used by others, which is not already known to TSG, which is not made available to TSG from another source, which is not under a duty of confidentiality to the Client, which has not been publicly disclosed by the Client, and which has not been the subject of an unrestricted disclosure by TSG to third parties with the express permission of the Client. TSG covenants and agrees that it will not at any time during the term of this agreement or thereafter disclose the confidential information of the Client to third parties with the express permission of the Client, and will not use the confidential information of the Client for its own gain or competitively with the Client in the United States during the term of the agreement and for a period of five years thereafter. It is agreed that any breach or threatened breach of this provision will constitute an irreparable injury for which there is no adequate remedy at law and will entitle the Client to specific performance and injunctive relief,

Executed at Austin, Texas, on this the 1st day of October 2020,.

Texas Solutions Group  
By  \_\_\_\_\_  
Scott A. Miller  
\_\_\_\_\_

Printed Name / Title

Sep 14, 2020 \_\_\_\_\_ DATE

ALLIANCE REGIONAL WATER AUTHORITY

By \_\_\_\_\_  
\_\_\_\_\_

Printed Name / Title

\_\_\_\_\_ DATE

## EXHIBIT A

### Texas Solutions Group

#### Scope of Services and Projects

It is agreed TSG and Client that TSG will perform for Client the following services:

1. Assist the Board in formulating a plan for a period leading up to the 2021 State Legislative Session.
2. Interact with the Legislature (including individual legislators, legislative leaders, and committees) and the Governor to promote the interests of the Client. Provide periodic updates to the Client of legislation that affects the business interests of the Client.
3. Interact with lobbyists and representatives of other interests to promote the interests of the Client.
4. Assist the Client in presenting the Client's positions on legislation; facilitate meetings of Client representatives with legislators and presentation of testimony at legislative hearings.
5. Assist the Client in reviewing and drafting bill language to promote the Client's interests.
6. Monitor activities in the Legislature that may affect the Client, to include a system for tracking bills of interest to the Client on an ongoing basis while the Legislature is in session and providing periodic bill tracking reports to Client.
7. Identify opportunities for financial assistance for the Client's Projects that relate to legislation and State budgeting process.
8. Convey information to the Client in a timely manner; present briefings periodically to the Client Board, Executive Committee and Public Advocacy Committee.

## **EXHIBIT B**

### **Texas Solutions Group**

#### Compensation

As compensation for services rendered under this Agreement, TSG shall be paid by Client \$6,000 for each month of the term of this Agreement. This fee is inclusive of all expenses that TSG may incur. Client agrees to pay all invoices within 30 days of receipt of invoice from TSG under the terms of the Agreement. The term of this Agreement begins on October 1, 2020 and lasts through September 30, 2021.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
 Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- H.3** Consider adoption of Resolution 2020-09-23-003 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. (LG) for general counsel legal services in November 2019. That contract is set to expire on September 30, 2020 unless a new agreement is executed by the Authority.

Attached is the draft agreement with LG. The scope of services are generally the same as the previous agreement with rates adjusted for the current year.

The Board and the Executive Director provided a review of LG's work in accordance with the Consultant Review Policy. Below is a graphic representation of the cumulative scores for the various categories, followed by some of the comments from the reviews.

Lloyd Gosselink - General Legal Counsel														
													No. of Reviewers: 6	
CRITERIA	RATING													
	Excellent			Satisfactory			Generally Satisfactory			Unsatisfactory			Not Applicable	
Routine legal services required for operation														
Develop agreements as appropriate for projects														
Prepare/review engineering services and construction contract documents														
Services related to the Open Meetings and Public Information Acts														
Attend meetings and provide general advice														
Advise Alliance Water on legal and policy issues and course(s) of action														
Timeliness and Completeness of Deliverables														
Value														
Others (specify)														
<b>OVERALL PERFORMANCE</b>														

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

Attachment(s)

- Resolution 2020-09-23-003
- Lloyd Gosselink Agreement.

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of the agreement with Lloyd Gosselink.

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-09-23-003 approving an agreement with Lloyd Gosselink for general counsel legal services through September 30, 2021 as recommended by the Administrative Committee.



## ALLIANCE WATER

### RESOLUTION NO. 20200923-003

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE RENEWAL OF AN AGREEMENT WITH LLOYD GOSSELINK ROCHELLE AND TOWNSEND, P.C. FOR GENERAL COUNSEL LEGAL SERVICES, AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority"), entered into an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. ("Lloyd Gosselink") for general counsel legal services in November 2019 after conducting a request for proposals.
2. The Authority is in need of continued general counsel legal services for Fiscal Year 2020-21.
3. The Authority's Administrative Committee, at its meeting on September 3, 2020, recommended that the Authority renew an agreement with Lloyd Gosselink for a one-year period from October 1, 2020 through September 30, 2021.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.** The attached agreement between the Authority and Lloyd Gosselink is approved.

**SECTION 2.** The Authority's Chair, Chris Betz, is authorized to execute the attached agreement on behalf of the Authority.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage.

**ADOPTED:** September 23, 2020

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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James Earp  
Secretary, Board of Directors

September 17, 2020

Graham Moore, P.E.  
Executive Director  
Alliance Regional Water Authority  
1040 Highway 123  
San Marcos, Texas 78666

Re: Engagement Letter – General Counsel Services  
Our File No. 3931-01

Dear Mr. Moore:

We appreciate the confidence you have shown in us by recently extending our firm's engagement to provide general counsel legal services beginning in the new fiscal year, on October 1, 2020. The purpose of this letter is to set forth our understanding of the legal services to be performed by us. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will provide general counsel legal services (the "Services") to Alliance Regional Water Authority ("Alliance Water"). Furthermore, this letter is our notice to you regarding our acceptance of this engagement for the Services.

The Services will entail the following types of legal services, among others that may be requested by Alliance Water that are normally associated with general counsel services:

- A. Routine legal services related to the day-to-day operations of Alliance Water.
- B. Being readily available to attend meetings and provide legal advice and direction to the Alliance Water Board, committees, Executive Director and staff.
- C. Drafting and/or review of Alliance Water bylaws, rules, orders, resolutions and policies.
- D. Services related to the State Open Meetings Act and Public Information Act, including drafting/review of meeting and other legal notices, and review of public information requests.
- E. Drafting, review and/or negotiation of interlocal, water supply, bidding and procurement, and other agreements related to the acquisition and/or construction of water supply, transport and treatment facilities.
- F. Drafting, review and/or negotiation of documents for acquiring or transferring groundwater rights and other types of water rights, and easements and other needed interests in property from private and public landowners; perform related title work.



- G. Advising the Alliance Water Board, committees, Executive Director and staff on legal and policy issues that arise or that may arise so that they can evaluate Alliance Water's positions, strategies, policies and courses of action; and seek their guidance and direction in determining positions, strategies, policies and courses of action.
- H. Assisting Alliance Water in the selection of other lawyers to provide special counsel services; cooperate and coordinate with all special counsel to ensure the provision of legal services in an effective and cost-efficient manner.
- I. Abiding by all ethics rules which apply to lawyers.

Our acceptance of this engagement for the Services is effective October 1, 2020.

### **Terms of Engagement**

This engagement letter and the attached Additional Terms of Engagement set out the terms of our engagement for the Services. It is understood and agreed that our engagement is limited to the Services, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this engagement letter and any supplements thereto.

### **Personnel Who Will Be Working on the Matter**

I will be the attorney in charge of providing the Services. You may call, write, text or email me whenever you have any questions about the Services. Other firm personnel, including firm lawyers and paralegals, will participate in providing the Services if, in our judgment, their participation is necessary or appropriate, and Alliance Water approves their participation.

### **Legal Fees and Other Charges**

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, **although we will make every effort to manage fees and costs by working efficiently and cost effectively and in coordination with the Client.** My time is billed at the rate of \$320 per hour. With your approval, other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual.

The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the end of the following month. Full payment is due on receipt of the statement.

### **Conflicts of Interest**

Before accepting this Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in order that we comply with the requirements of Chapter 176 of the Texas Local Government Code, we have performed an internal conflicts of interest inquiry and will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information obtained from this inquiry, including information related to our current and ongoing representation of the City of Kyle (“Kyle”), County Line Special Utility District (“County Line”), Springs Hill Water Supply Corporation (“Springs Hill”), New Braunfels Utilities (“NBU”) and Cibolo Creek Municipal Authority (“Cibolo”), it is apparent that Kyle, as a sponsor of Alliance Water and County Line, as a member of Alliance Water sponsor Canyon Regional Water Authority, may have a conflict with Alliance Water on certain matters from time to time. In the event an issue arises involving a conflict between the interests of Kyle or County Line and the interests of Alliance Water, Lloyd Gosselink will (i) immediately make both clients aware of the conflict and (ii) not represent either client without first securing a written waiver of the conflict from both clients. With respect to Springs Hill, NBU and Cibolo, there does not appear to be a direct legal conflict at this time. However, in the event an issue arises involving a conflict between the interests of Alliance Water and those of Springs Hill, NBU or Cibolo, Lloyd Gosselink will (i) immediately make both clients aware of the conflict and (ii) not represent either client without first securing a written waiver of the conflict from both clients. In the event of any conflict, Alliance Water certainly has the right to terminate this engagement agreement. We have reviewed these conflicts arrangements in accordance with the rules of professional responsibility adopted in Texas. We take these issues seriously and encourage you to call if you would like to review these arrangements in further detail at any time.

### **Cloud-Based Software**

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to the Services and this agreement. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

## **Document Retention**

We may choose to keep records pertaining to the Services in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work under this agreement, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

## **Conclusion**

This letter and the Additional Terms of Engagement attached thereto, and together with any future supplements, constitute the entire terms of the engagement of Lloyd Gosselink for the Services. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either Alliance Water or Lloyd Gosselink. If you agree to these terms of engagement, please sign in the space provided below and return a scanned copy of the executed agreement.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Gershon". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael A. Gershon

AGREED AND ACCEPTED:

ALLIANCE REGIONAL WATER AUTHORITY

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Alliance Water - Lloyd Gosselink Additional Terms of Engagement**

These Additional Terms of Engagement, together with the engagement letter, form the agreement between Alliance Water and Lloyd Gosselink (the “Agreement”).

### **1. Standards of Performance**

A. The performance of all services by Lloyd Gosselink under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.

B. In performing all services under this Agreement, Lloyd Gosselink will use the standard of care and skill exercised for similar engagements by law firms with a regional reputation in the Austin-San Antonio area for the types of services involved under this Agreement.

C. The parties acknowledge and agree that any expressions on Lloyd Gosselink’s part concerning the outcome of the Services, or any other legal matters, are based on Lloyd Gosselink’s professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by Lloyd Gosselink’s knowledge of the facts and are based on Lloyd Gosselink’s views of the state of the law at the time they are expressed. Alliance Water acknowledges that Lloyd Gosselink has made no promises or guarantees about the outcome of the Services to be provided by Lloyd Gosselink, and that nothing in this Agreement should be construed as such a promise or guarantee.

D. In performing all services under this Agreement, Lloyd Gosselink will comply with all local, state and federal laws.

E. Texas Supreme Court and State Bar of Texas rules require Lloyd Gosselink to advise Alliance Water of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, Lloyd Gosselink must advise Alliance Water that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available in Lloyd Gosselink’s office and is available upon request. If Alliance Water has any questions about the State Bar's disciplinary process, Alliance Water should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

### **2. Lloyd Gosselink’s Responsibilities**

A. Lloyd Gosselink will perform all of its services for Alliance Water in a timely, professional manner in accordance with the Standards of Performance and the terms of this Agreement. Lloyd Gosselink agrees to keep Alliance Water reasonably informed about the status and progress of the Services. Lloyd Gosselink will endeavor to cooperate fully with Alliance Water regarding the provision of the Services.

B. The scope of the Services as described in the engagement letter is not exclusive; Alliance Water may assign any legal services to Lloyd Gosselink, including specialized legal services, and

Alliance Water may assign any of the Services to another law firm, recognizing that Lloyd Gosselink may have to run an internal conflicts check prior to handling work not expressly covered by the scope of Services described in the engagement letter. Notwithstanding the scope of the Services in the engagement letter, Alliance Water reserves the right in its sole discretion to determine which legal services to assign to Lloyd Gosselink.

C. Lloyd Gosselink will submit detailed monthly invoices to Alliance Water showing the services performed and the personnel and hourly rates. Reimbursable expenses, if not included in other fees, will be charged at cost. With approval from Alliance Water, Lloyd Gosselink may send for direct payment any invoices delivered to Lloyd Gosselink by others, including experts and any vendors.

D. Lloyd Gosselink will secure Alliance Water's prior written approval for any change in the lead attorney assigned to provide the Services, and for subcontracting of any services under this Agreement.

### **3. Alliance Water's Responsibilities**

A. Alliance Water will provide information to Lloyd Gosselink regarding Alliance Water's requirements for Lloyd Gosselink's services under this Agreement. Alliance Water will furnish Lloyd Gosselink with copies of official Alliance Water policies and procedures, and other data and information in Alliance Water's possession needed by Lloyd Gosselink, at Lloyd Gosselink's request.

B. Alliance Water will disclose to Lloyd Gosselink, on a timely basis, all facts and documents that are or might be material or that Lloyd Gosselink may request. Alliance Water will keep Lloyd Gosselink apprised on a timely basis of all developments relating to the Services that are or might be material. Alliance Water will attend meetings, conferences, and other proceedings when it is reasonable to do so. Alliance Water will endeavor to cooperate fully with Lloyd Gosselink regarding the provision of the Services.

C. Alliance Water designates its Executive Director as its authorized representative to act on Alliance Water's behalf with respect to this Agreement. Alliance Water reserves the right in its sole discretion to modify this designation for some or all matters or areas assigned to Lloyd Gosselink.

D. Alliance Water will examine documents and information submitted by Lloyd Gosselink, and, within Alliance Water's framework for decisions, promptly render responses to Lloyd Gosselink on issues requiring a decision by Alliance Water.

E. Alliance Water will make payments to Lloyd Gosselink on a monthly basis. Payments will be made within 30 days of receipt of invoices by Alliance Water. If a material question arises about a portion of an invoice, Alliance Water will pay the remainder of the invoice pending resolution of the question.

#### **4. Other Matters**

A. The parties consent to the use of electronic correspondence (email) from time to time to communicate and to transmit documents. The parties acknowledge the possibility that electronic correspondence could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication lacks sufficient confidentiality. The parties agree to use caution in electronic correspondence in order to protect their confidentiality.

B. If the Services involve transactions, litigation or administrative proceedings in which Lloyd Gosselink appears as counsel of record for Alliance Water in publicly available records, Lloyd Gosselink reserves the right to inform third parties of the fact of its representation of Alliance Water and the results obtained unless Alliance Water specifically directs otherwise. Unless Alliance Water advises to the contrary, Lloyd Gosselink may disclose the fact that it represents Alliance Water to third parties.

#### **5. Lloyd Gosselink's Records**

A. All expense records of Lloyd Gosselink related to this Agreement will be kept on a recognized accounting basis acceptable to Alliance Water and will be available to Alliance Water at mutually convenient times.

B. Alliance Water and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of Lloyd Gosselink which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

C. Lloyd Gosselink will retain all of its records and supporting documentation relating to this Agreement, and not delivered to Alliance Water, for a period of three years, except that in the event Lloyd Gosselink goes out of business during that period, it will turn over to Alliance Water all of its records relating to Alliance Water.

D. Lloyd Gosselink will furnish to Alliance Water at such time and in such form as Alliance Water may require, financial statements including audited financial statements, records, reports, data and information, as Alliance Water may request pertaining to the matters covered by this Agreement.

#### **6. Term; Termination of Agreement**

A. The term of this Agreement begins upon its execution by Alliance Water, and will end on September 30, 2020 unless terminated sooner under the provisions of this Agreement. This Agreement may be renewed for successive one-year periods thereafter with the written consent of both parties. Alliance Water may perform periodic reviews of Lloyd Gosselink's performance, and Lloyd Gosselink agrees to provide information as requested by Alliance Water and cooperate fully in connection with any such evaluation.

B. This Agreement may be terminated by either party upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

C. This Agreement may be terminated at will by either party upon 30 days prior written notice to the other party.

D. In the event of termination by Alliance Water as provided in this Section, Alliance Water may in its sole discretion direct that Lloyd Gosselink suspend its performance of services to the extent allowed under ethics rules applicable to Lloyd Gosselink.

E. In the event of termination as provided in this Section, Lloyd Gosselink will be compensated for all services performed to the termination date which are deemed by Alliance Water to be in accordance with this Agreement. This amount will be paid by Alliance Water upon Lloyd Gosselink's delivering to Alliance Water a final report of the status of its services under this Agreement, whether completed or in progress.

F. Upon termination, Alliance Water acknowledges that Lloyd Gosselink will have no continuing obligation to give advice to Alliance Water with respect to any future legal developments that may pertain to the Services.

## **7. Insurance and Indemnity**

A. Lloyd Gosselink will hold harmless, indemnify and defend Alliance Water and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of Lloyd Gosselink, its officers, employees or agents under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, expert witness fees, and all other expenses incurred by Alliance Water.

B. Lloyd Gosselink will procure and maintain at its expense legal malpractice insurance in an amount not less than \$1,000,000 with an insurance company authorized to do business in the State of Texas, covering all activities under this Agreement. Before commencing any services, Lloyd Gosselink will deliver to Alliance Water a certificate in a form satisfactory to Alliance Water, showing that Lloyd Gosselink has complied with this paragraph. Lloyd Gosselink will promptly deliver a new certificate upon expiration, cancellation or change of coverage. All certificates will provide that the policy will not be canceled until at least 30 days written notice has been given to Alliance Water.

## **8. Miscellaneous Provisions**

A. This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas, and each of the parties waives any right to object to such venue.



B. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.

C. In performing the services required under this Agreement, Lloyd Gosselink will not discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability.

D. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term “will” is mandatory in this Agreement.

E. The provisions of this Agreement are deemed to be severable. If any provision in this Agreement is found to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect.

F. All services provided pursuant to this Agreement are for the exclusive use and benefit of Alliance Water.

G. Alliance Water is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Public Information Act. However, Lloyd Gosselink will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of Alliance Water.

H. Alliance Water and Lloyd Gosselink, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Alliance Water and Lloyd Gosselink may not assign, sublet or transfer any interest in this Agreement without the written consent of the other.

I. This Agreement represents the entire and integrated agreement between Alliance Water and Lloyd Gosselink, and it supersedes all prior negotiations, representations or agreements either written or oral. Changes in the scope of services or Lloyd Gosselink compensation under this Agreement are subject to the written approval of Alliance Water in accordance with its policies. Otherwise, this Agreement may be amended only by written instrument approved by Alliance Water’s governing body and signed by both the Authority and Lloyd Gosselink.

J. Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

K. In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, the provisions imposing greater responsibility on Lloyd Gosselink will control.

# **THE TEXAS LAWYER'S CREED**

## **A Mandate for Professionalism**

**Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989**

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

### **I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

### **II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

### III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

#### **IV. LAWYER AND JUDGE**

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

#### **Order of the Supreme Court of Texas and the Court of Criminal Appeals**

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed -- A Mandate for Professionalism**" described above.

*In Chambers, this 7th day of November, 1989.*

**The Supreme Court of Texas**

Thomas R. Phillips, Chief Justice  
Franklin S. Spears, Justice  
C. L. Ray, Justice  
Raul A. Gonzalez, Justice  
Oscar H. Mauzy, Justice  
Eugene A. Cook, Justice  
Jack Hightower, Justice  
Nathan L. Hecht, Justice  
Lloyd A. Doggett, Justice

**The Court of Criminal Appeals**

Michael J. McCormick, Presiding Judge  
W. C. Davis, Judge  
Sam Houston Clinton, Judge  
Marvin O. Teague, Judge  
Chuck Miller, Judge  
Charles F. (Chuck) Campbell, Judge  
Bill White, Judge  
M. P. Duncan, III, Judge  
David A. Berchelmann, Jr., Judge

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**H.4** Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*

---

Background/Information

Below are brief updates on the Phase 1A projects.

Segment A Pipeline:

- None.

Segment B Pipeline:

- Over 15,650 feet of 24" pipe laid down.
- Final temporary construction easement issued during the week of September 13<sup>th</sup>.
- Project on time and on budget.

Pump Station:

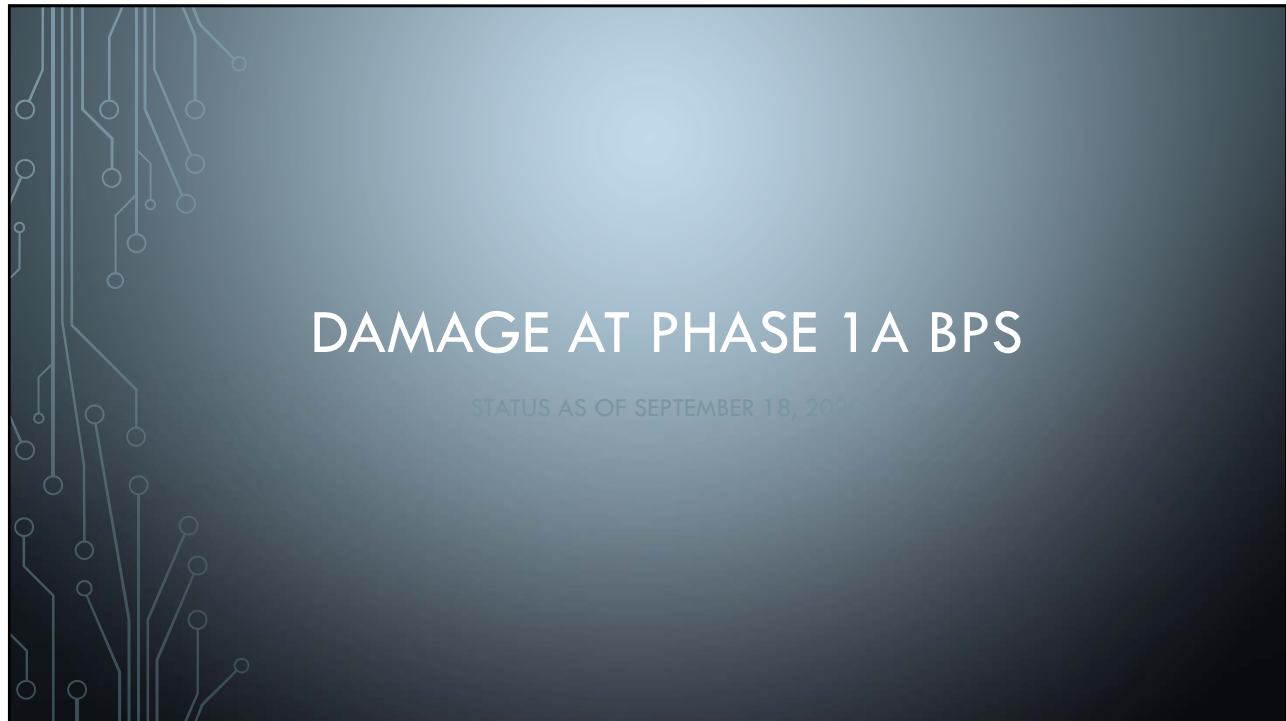
- On Sept 9<sup>th</sup> station sustained damage from a power surge related to a nearby lightning strike.
- Remaining electrical punch list items below on hold while damage from lightning strike is corrected and tested.
- Evaluating what can be done to prevent this type of incident from happening in the future.
- Punchlist is at 98% completion.
- Finalizing of as-built plans completing.
- Certificate of Substantial Completion issued on Sep 3, 2020.
  - Completion originally expected on or before October 18, 2020 – will re-evaluate pending electrical repairs.

Attachment(s):

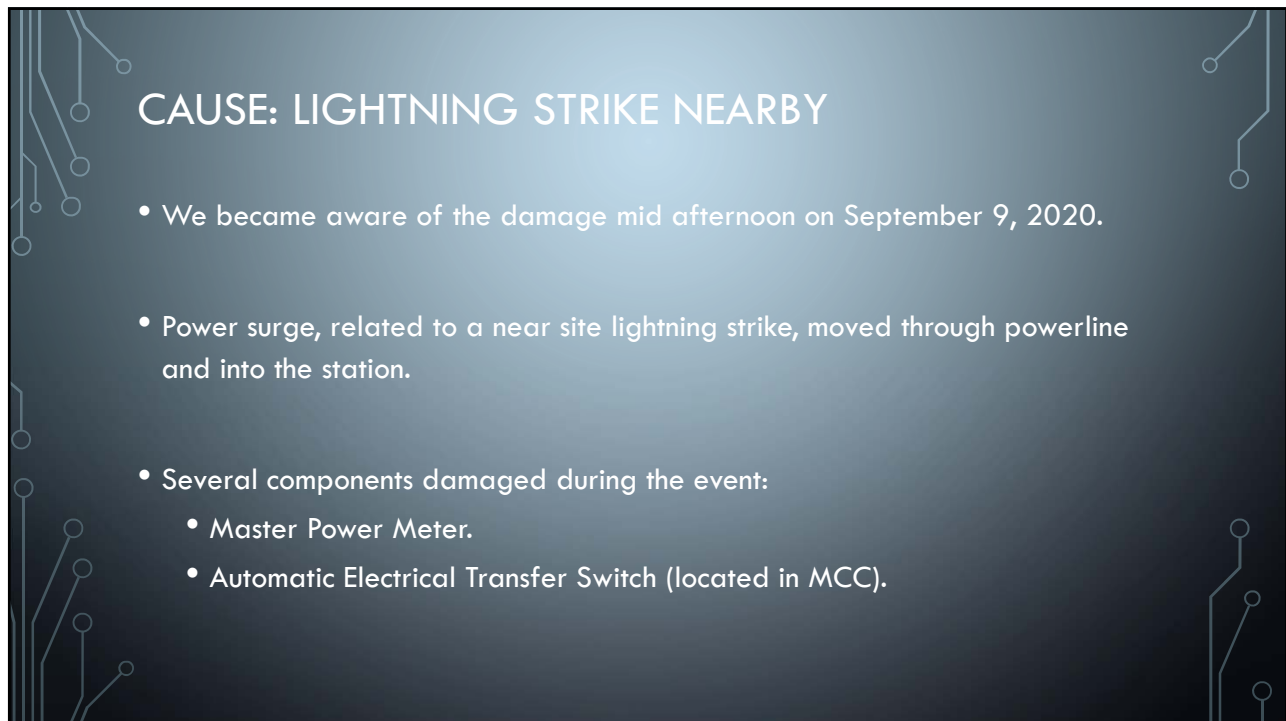
- Damage at Phase 1A BPS Presentation

**Board Decision(s) Needed:**

- Approval of minutes.



1



2



3

## REPAIRS UNDERWAY:

- PEC power meter replaced.
- Switchgear has been evaluated by Contractor and vendor.
  - Transfer switch may be either re-built onsite or removed and replaced.
- No other equipment or systems were found to have sustained damage during the surge.
  - Systems were inspected by team from the Electrical Contractor.
    - Unpowered testing however may not reveal all potential problems.
    - An additional diagnostic effort will be run once the station can be fully repowered which will test pumps, controls etc.

4



**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- H.5** Consider adoption of Resolution 2020-09-23-004 approving Work Order #2 with J.R. Tolles and Associates, LLC for construction inspection of the Phase 1A projects and construction management support for the Phase 1B projects. ~ *Graham Moore, P.E., Executive Director*
- 

Background/Information

The Authority Board signed a Master Agreement and Work Order #1 with J.R. Tolles and Associates, LLC in August 2019. That contract is set to expire on September 30, 2020 unless a new agreement is executed by the Authority.

Attached is the draft agreement with J.R. Tolles and Associates, LLC for the next year. The scope of services are generally the same as the previous agreement, including the same billing rate of \$115 plus reimbursable expenses. The maximum not-to-exceed for the contract over the next year would be \$245,000 and in accordance with the terms and conditions of the master agreement.

Attachment(s)

- Resolution 2020-09-23-004
- Work Order #2 with J.R. Tolles and Associates, Inc.

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-09-23-004 approving Work Order #2 with J.R. Tolles and Associates, LLC for construction inspection of the Phase 1A projects and construction management support for the Phase 1B projects.



# ALLIANCE WATER

## RESOLUTION NO. 20200923-004

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A WORK ORDER WITH J.R. TOLLES AND ASSOCIATES, LLC FOR CONSTRUCTION INSPECTION OF PHASE 1A PROJECTS AND CONSTRUCTION MANAGEMENT SUPPORT FOR PHASE 1B PROJECTS AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority"), entered into a Master Agreement with J.R. Tolles & Associates, Inc. ("JRTA") in August 2019 for construction management support.
2. The Authority is in need of continued construction management services for the Phase 1A project and Phase 1B Program for Fiscal Year 2020-21.
3. The scope of services and fee for the attached work order was negotiated by the Executive Director on behalf of the Authority. The work order references terms and conditions in the approved Master Agreement between the Authority and JRTA.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.** The attached Work Order #2 between the Authority and JRTA is approved.

**SECTION 2.** The Authority's Chair, Chris Betz, is authorized to execute the attached agreement on behalf of the Authority.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage.

**ADOPTED:** September 23, 2020

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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James Earp  
Secretary, Board of Directors

# **J.R. TOLLES & ASSOCIATES, LLC**

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## **CONSULTING ENGINEER**

September 17, 2020

Graham Moore, PE  
Executive Director  
Alliance Regional Water Authority  
630 E. Hopkins  
San Marcos, TX 78666

Re: ARWA Phase 1A and 1B 2020-2021 Proposal

Mr. Moore:

J. R. Tolles and Associates, LLC is pleased to present this proposal to the Alliance Regional Water Authority in response to your request. JRTA is uniquely qualified to provide these services, having been involved in the successful completion of the Phase A Segment A Pipeline project, the ongoing Booster Pump Station and Phase A Segment B pipeline projects. JRTA has knowledge of the overall project infrastructure and has working relationships with the ARWA Executive Director and his staff.

### **FIRM OVERVIEW**

J.R. Tolles and Associates, LLC (JRTA) is a local Limited Liability Corporation providing construction observation and owner representation services since 1987. The firm is owned by James R Tolles, Jr, PE. Mr. Tolles began his career in the development consulting industry in 1977 and quickly began managing large development projects in Houston and Austin. In 1987, JR Tolles and Associates was formed to provide construction management and observation services to financial institutions and municipal clients. Over 30 years of construction management consulting has given JRTA the expertise to handle all types of construction projects, including large pipeline, water treatment, booster pump station and office buildings.

In 2017, JRTA began providing construction management and observation services to the Alliance Regional Water Authority (ARWA) under the LNV Engineers master contract, on the Phase 1A project.

### **POINT OF CONTACT**

J. R. Tolles and Associates, LLC  
James R. Tolles, Jr. PE  
13505 Byrd's Nest Dr.  
Austin, Texas 78738  
[jrtolles@austin.rr.com](mailto:jrtolles@austin.rr.com)  
Cell- 512/784-7909  
Fax- 512/394-3209

Mr. Tolles will provide Construction Management and Construction Observer services for Alliance Regional Water Authority.

## **AVAILABILITY**

Mr. Tolles will be available to provide the necessary time and resources to meet the needs of ARWA and its construction management efforts. Mr. Tolles will assist the Executive Director and staff full time on the Phase 1A and Phase 1B projects. Mr. Tolles is currently providing observation services for ARWA on the Phase 1A Booster Pump Station finalization and the Phase 1A-B pipeline construction projects.

## **QUALIFICATIONS AND EXPERTISE**

Mr. Tolles brings a wide range of qualifications to this construction management assignment. With his construction management academic training, extensive owner representation background, understanding of both building codes and standards, he understands the assumptions and calculations necessary to complete the design of any civil or architectural project. He provided 25 years of owner representation and construction management services on over 250 projects for the City of Cedar Park, including many large pipeline projects, water and wastewater plant projects, office construction projects, including all phases of document review, construction, punch list completion and warranty repairs. He provided 4 years of construction management and observation to the Brushy Creek Regional Utility Authority on large pipeline and raw water intake projects.

Mr. Tolles is adept at communicating with consultants, contractors and subcontractors, anticipating their concerns and keeping them informed of the activities affecting them. He spends the time to develop a working relationship with each project team member as ARWA's on-site representative. This relationship usually results in very few complaints directed toward the Authority.

## **EXPERIENCE**

Mr. Tolles completed over 250 projects for the City of Cedar Park, beginning in 1992, many of which were construction management of water and wastewater treatment and pipeline improvements. Mr. Tolles provided construction management on several new or remodeled office building improvements projects. Each project represented unique challenges, and all were completed successfully.

In 2017, Mr. Tolles provided construction management services to ARWA in the development of the Standard Operating Procedures for Construction Management. During 2018, JRTA provided construction management and observation services to ARWA on the Phase 1A Segment A pipeline project. This project consisted of 10,000 LF of pipeline and metering facilities across unimproved property.

During 2018 and 2019 Mr. Tolles has provided ongoing construction management and observation services to ARWA on the Phase 1A Booster Pump Station and Buda Delivery Point project.

## **PROJECT APPROACH**

### **Phase 1A**

JRTA's Mr. Tolles will continue in the role as construction manager and construction observer for the ARWA Phase 1A Booster Pump Station and Segment B pipeline project under the direction of the Executive Director and staff.

As the Construction Manager, JRTA will assist ARWA with finalizing completion of the Booster Pump Station punch list, warranty issues and assembling the documents required for TWDB approval. JRTA will provide Construction Manager and Construction Observer services on the Phase 1A Segment B pipeline to coordinate material lab testing, verify environmental controls are in place during construction, manage the Submittal, Change Proposal Request, Request for Information and Change Order review and approval processes, conduct monthly and special project meetings, prepare meeting

agendas and minutes, review and approve monthly pay applications, coordinate with ARWA and the consultant team on project issues, and other services as requested.

As the Construction Observer, JRTA will provide daily observation of the project, prepare a daily log of construction activity, coordinate with landowners in the work zone. JRTA will continue to provide occasional photographs, and documentation of significant weather and related working conditions, and will observe the quality of work and confirm all construction activities are in contract compliance. When observations of deficient quality or non-compliance with either the contract documents or the codes adopted by ARWA are made, JRTA will notify the on-site construction supervisor of the deficiency and provide additional observations to ensure the issue is resolved to meet the contract requirements. If additional coordination is required to bring the work into compliance, JRTA will notify ARWA, the design consultants, and the contractor project manager of the non-compliance and measures required for compliance. JRTA will witness any third-party testing and review all testing reports. Unsafe working conditions will be documented and the contractor and ARWA will be notified of the documentation. JRTA will not direct the contractor's safety program.

Upon substantial completion, JRTA will assist with finalizing any punch list items, re-vegetation, as-built documentation and project closeout.

#### **Phase 1B**

Mr. Tolles will continue to provide constructability reviews as requested for the Phase 1B projects as well as provide observation on the Phase 1B Well project and other projects as assigned.

#### **INSURANCE**

JRTA carries insurance in the limits shown on the attached certificate.

#### **COMPENSATION**

Compensation for the services outlined above will be based on an hourly rate of \$115.00 plus project related reimbursable expenses, including mileage at the current IRS rate (\$0.58/mile as of August 2019). Normal working hours are Monday through Friday for an eight-hour work day. Any necessary and requested services provided after normal working hours, Saturdays, Sundays and legal holidays will be billed at 1.5 times the billing rate. The total not-to-exceed amount for this work order is \$245,000 through September 31, 2021. Invoices will be submitted monthly to the Executive Director with time spent on the Phase 1B projects accounted for separately from the time spent on the Phase 1A projects.

J. R. Tolles and Associates has the resources to dedicate to this project and would look forward to working with you to deliver another successful project.

Feel free to call with any questions.

Sincerely,

James R. Tolles, Jr., P.E.  
J R Tolles and Associates, LLC

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**H.6** Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

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Background/Information

Ryan Sowa with Kimley-Horn will update the Committee on their recent activities associated with the Phase 1B program.

Attachment(s)

- Phase 1B Program Update – September 23, 2020
- Kimley-Horn Monthly Summary of Activities for August 2020

**Board Decision(s) Needed:**

- None.



# Phase 1B Program Update

Board of Directors Meeting  
September 23, 2020

Kimley»Horn

## Ongoing Progress

### Design Milestone Review

- Pipeline Segment D
  - 60% Design Submittal (August)
- Pipeline Segment A
  - 90% Design Submittal (September)
- Pipeline Segment B and WTP/RWI
  - 90% Design Submittal (September)

### Design Standards Update

- Contract Document / Specification Templates
  - Division 00, 01, 33, and Details provided to Design Consultants for final review
  - Division 02, 03, 31, and 32 provided to ARWA for review

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00 21 14 Instructions to Offerers  
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00 41 00-A Proposal Form Attachment A: Contractor's Act of Assurance  
00 43 13 Proposed Subcontractors Form  
00 43 37 Vendor Compliance with State Law - Nonresident Bidder Reciprocity  
00 45 19 Affidavit - Prohibited Activities  
00 47 26 Contractor Compliance with Workers' Compensation Law  
00 51 00 Notice of Award  
00 52 43 Agreement  
00 55 00 Notice to Proceed  
00 61 11 Performance Bond  
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00 61 23 Certificate of Insurance  
00 62 10 Non-Use of Asbestos Affidavit  
00 62 76 Texas Sales and Use Tax Exemption Certificate  
00 72 00 General Conditions  
00 73 00 Supplemental Conditions  
00 73 00-A Supplemental Conditions Attachment A: Texas Water Development Board (TWDB) Supplemental Contract Conditions  
00 73 00-B Supplemental Conditions Attachment B: Wage Rates and Payroll Reporting  
00 73 00-C Supplemental Conditions Attachment C: Wage Rates and Construction Trades

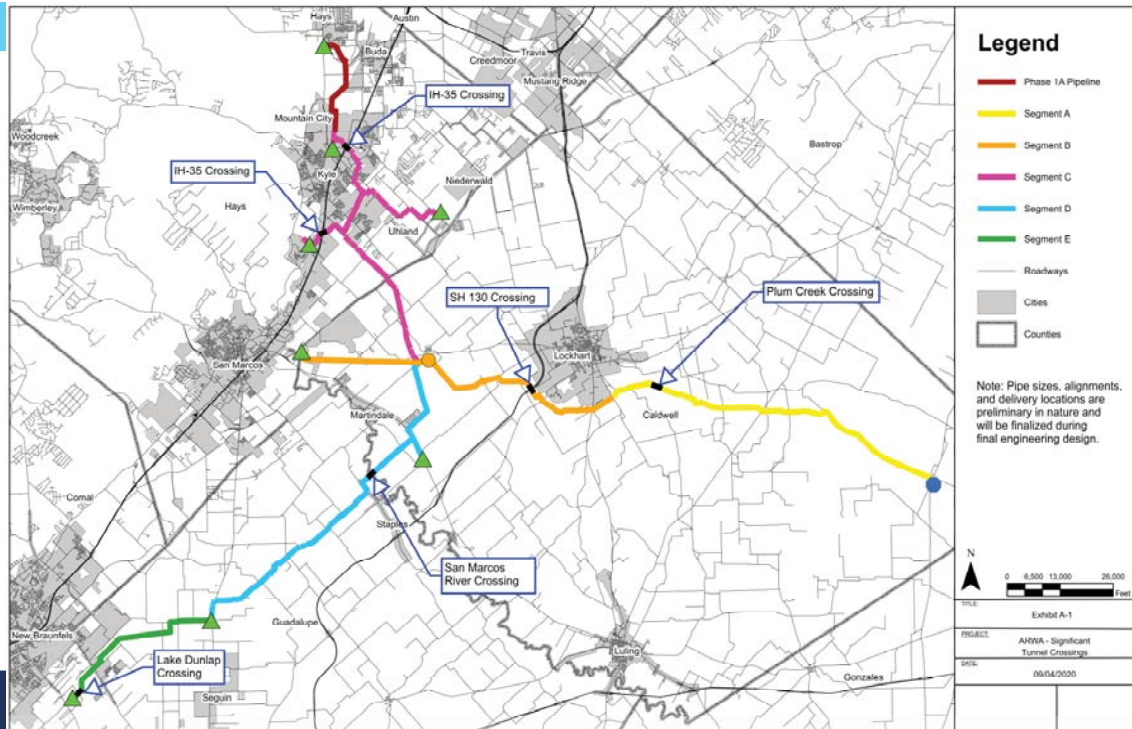
**DIVISION 01 - GENERAL REQUIREMENTS**

01 11 00 Summary of Work  
01 25 00 Substitution Procedures  
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01 32 16 Construction Progress Schedule  
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01 66 00 Product Storage and Handling Requirements  
01 70 00 Mobilization  
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01 78 23 Operation and Maintenance Data  
01 78 39 Process Record Documents  
01 90 00 Prohibition of Asbestos Containing Materials

ALLIANCE REGIONAL WATER AUTHORITY [OWNER PROJECT NAME]  
STANDARD CONSTRUCTION SPECIFICATION DOCUMENTS [PROJECT PROJECT NUMBER]



Kimley»Horn



## Major Trenchless Crossings

### Evaluating Feasible Options

- Confirming which trenchless options are being considered
- Ensuring design incorporates multiple options

### Potential Cost Research

- Sharing bid tab data
- Contractor input

### Additional Considerations

- Procurement – Contractor proposals



# Pipeline Easement Acquisition Status

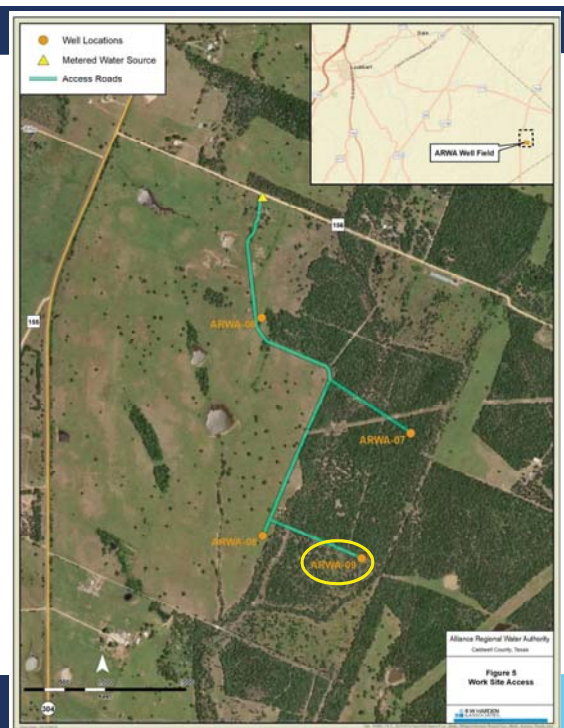
Pipeline Segment	Number of Parcels	Appraisals Prepared	Initial Offer Letter Delivered	Purchase Agreement Signed / Easement Closed	Approved for Condemnation
A	39	37	37	15	8
B	50	41	36	2	11
D	62	54	40	13	0
C	84	0	0	0	0
E	38	12	7	0	0
Wellfield	19	0	0	0	0
<b>Total</b>	<b>292</b>	<b>144</b>	<b>120</b>	<b>30</b>	<b>19</b>



Kimley»Horn

# Construction Progress

- Well Drilling
  - Supply water well drilling completed
  - All four well sites have initial (conductor) casings installed
  - Drill Well #9 – September/October
    - Mobilizing to Site #9 – week of 09/08/20



# Well Field Construction Update



Photo Credit:  
Jim Tolles

Supply Water Well



Kimley»Horn

## Questions?



Kimley»Horn

ALLIANCE REGIONAL WATER AUTHORITY  
 ATTN: GRAHAM MOORE  
 1040 HIGHWAY 123  
 SAN MARCOS, TX 78666

Please send payments to:  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 951640  
 DALLAS, TX 75395-1640

Invoice No: 068706603-0720  
 Invoice Date: Aug 31, 2020  
 Invoice Amount: \$ 257,232.83  
 Project No: 068706603  
 Project Name: ARWA PROGRAM YEAR 3  
 Project Manager: SOWA, RYAN

Work Order No. 4  
 Duration: March 2020 - Feb. 2021

Invoice Duration: Aug. 1, 2020 to Aug. 31, 2020

Federal Tax Id: 56-0885615

**COST PLUS MAX**

KHA Ref # 068706602.3-17276462

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	49,374.00	3,183.00	2,721.00	462.00
STAKEHOLDER COORDINATION	312,436.00	141,852.51	115,264.56	26,587.95
BUDGETTING	119,180.00	69,201.30	56,953.70	12,247.60
SCHEDULE	98,555.00	48,406.20	43,074.00	5,332.20
REPORTING	48,920.00	21,592.50	18,910.00	2,682.50
DATA MANAGEMENT	119,291.00	41,877.20	34,536.78	7,340.42
ENVIRONMENTAL MANAGEMENT	162,199.00	71,880.75	57,464.13	14,416.63
LAND ACQUISITION MANAGEMENT	510,978.00	274,431.62	228,442.20	45,989.42
TEXAS WATER DEVELOPMENT BOARD MANAGEMENT	66,260.00	31,802.77	28,136.50	3,666.27
DESIGN STANDARDS	339,134.00	158,388.85	124,969.01	33,419.85
ENGINEERING DESIGN MANAGEMENT	774,030.00	488,685.42	417,713.51	70,971.91
QUALITY ASSURANCE	48,021.00	25,618.50	24,606.00	1,012.50
ELECTRICAL POWER PLANNING	72,514.00	26,142.78	23,347.45	2,795.33
PERMIT COORDINATION/TRACKING	46,899.00	10,459.25	7,454.25	3,005.00
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	29,213.00	10,545.18	10,149.18	396.00
PROJECT ADMINISTRATION	57,076.00	21,602.00	17,942.00	3,660.00
OTHER SERVICES	256,342.00	85,321.75	62,074.50	23,247.25
<b>Subtotal</b>	<b>3,110,422.00</b>	<b>1,530,991.59</b>	<b>1,273,758.76</b>	<b>257,232.83</b>
<b>Total COST PLUS MAX</b>				<b>257,232.83</b>

**Total Invoice: \$ 257,232.83**

If you have questions regarding this invoice, please call Jessica Olivarez at (972) 770-1352.

September 17, 2020

## **Project Monthly Summary**

### **August 2020 Tasks Performed:**

- Task 2 – Stakeholder Coordination
  - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
  - Continued weekly task coordination with Alliance Water.
  - Prepared the Technical Committee Update.
  - Prepared and presented Board Meeting Update.
  - Prepared and presented Project Advisory Committee Meeting Update.
  - Prepared for and held Monthly Status Meeting with Alliance Water.
  
- Task 3 – Budgeting
  - Prepared a draft TWDB Forecast Budget for ARWA’s review and feedback.
  - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
  - Continued development of projected Operation and Maintenance costs.
  
- Task 4 – Schedule
  - Revised and finalized Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
  - Coordinated with Program team to integrate each project schedule into overall Program schedule. Developed the monthly Program schedule summary.
  
- Task 6 – Data Management
  - Ongoing maintenance of Microsoft SharePoint Online program.
  - Continued updating of web-based GIS for right-of-entry process and alignment changes.
  
- Task 7 – Environmental Management
  - Continued coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
  - Coordinated with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.
  - Coordinated with the Program Environmental Consultant to prepare a proposal for additional field work needs given the United States Army Corps of Engineers comments.
  - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segments B, D, and E.

- Performed coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
- Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
- Continued coordination between Program Environmental Consultant and Design Engineers.
- Reviewed Program Environmental invoices, schedule, and risk log.
- Task 8 – Land Acquisition Management
  - Coordinated the appraisal process for Segments A, B, D, and E parcels.
  - Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
  - Performed weekly QC of parcel files in SharePoint, provided comments to Land Acquisition team.
  - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
  - Reviewed Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
  - Continued field work coordination to notify landowners of upcoming field work by consultants.
- Task 9 – Texas Water Development Board Management
  - Continued preparations for reimbursement funding release.
  - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.
- Task 10 – Design Standards
  - Distributed the revised Construction Details to the Design Consultants for review.
  - Prepared and distributed the revised Division 00, 01, and 33 standards for the Pipeline Design Consultants review.
  - Revised the Cathodic Protection Program Standards given feedback from the PAC and Design Consultants.
  - Revised and finalized the Security Standards given feedback from the PAC and Design Consultants.
  - Coordinated with the Design Consultants to receive feedback and information related to the Fiber Standards.
  - Revised the Fiber Standards given feedback from the PAC and Design Consultants.
- Task 11 – Engineering Design Management
  - Pipelines:

- Segment A
    - Continued coordination with Design Consultant for final design.
  - Segment B
    - Finalize review of the Segment B2 60% design submittal prepared by the Design Consultant.
    - Attend Segment B2 60% Submittal Review Workshop.
    - Continued coordination with Design Consultant for final design.
  - Segment C
    - Backchecked the Draft 30% Engineering Feasibility Report prepared by the Design Consultant.
    - Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
  - Segment D
    - Began review of the Segment D 60% design submittal prepared by the Design Consultant.
    - Continued coordination with Design Consultant for final design.
  - Segment E
    - Backcheck reviewed the Draft 30% Engineering Feasibility Report prepared by the Design Consultant.
    - Continued coordination with Design Consultant regarding ongoing field work as part of right-of-entry process and EFR development.
    - Continue coordination with Design Consultant for final design.
- Wellfield:
  - Continued coordination regarding the construction for Wells 6-9.
- Raw Water Infrastructure:
  - Continued coordination with Design Consultant for 90% design development.
- Water Treatment Plant:
  - Began review of 90% design submittal.
  - Continued coordination with Design Consultant for final design.
- Booster Pump Station:
  - Finalized the review of the BPS 60% design submittal prepared by the Design Consultant.
  - Attended the BPS 60% Submittal Review Workshop.
  - Coordinated with Design Consultant for final design.
- Inline Elevated Storage Tanks:
  - Continued coordination with Design Consultant for 30% design development.
- Other:

- Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield, booster pump station).
  - Review invoices, schedules, and risk logs for consultants.
- Task 13 – Electrical Power Planning
  - Continued coordination with ARWA and GVEC to develop agreement terms for service to the well field.
  - Continued coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
  - Continued Permit coordination with Pipeline Consultants.
  - Continued coordination with Caldwell County concerning variance request for the Site Development Permit.
  - Continued coordination with Caldwell County TxDOT office concerning roadway crossings.
  - Continued General Coordination with TxDOT.
  - Continued General Coordination with GVEC and BBEC.
  - On-going Permit Tracking Log Updates.
- Task 16 – Other Services
  - Prepared draft additional solar analysis and memo evaluating ARWA’s potential return on investment for solar power at the WTP property.
  - Commissioning Planning
    - Continued evaluating the commissioning of the Phase 1B infrastructure.

**September 2020 Projection:**

- Task 2 – Stakeholder Coordination
  - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
  - Continue weekly task coordination with Alliance Water.
  - Prepare and present Technical Committee Meeting Update.
  - Prepare and present Project Advisory Committee Meeting Update.
  - Prepare and present Board Meeting Update.
  - Prepare for and hold Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
  - Finalize the TWDB Forecast Budget for ARWA’s review and feedback.
  - Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Continue development of projected Operation and Maintenance costs and address feedback received from ARWA.
- Task 4 – Schedule
  - Revise the Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
  - Coordinate with Program team to integrate each project schedule into overall Program schedule.
- Task 6 – Data Management
  - Ongoing maintenance of Microsoft SharePoint Online program.
  - Continued updating of web-based GIS for right-of-entry process and alignment changes.
- Task 7 – Environmental Management
  - Continue coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
  - Coordinate with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.
  - Coordinate with the Program Environmental Consultant to prepare and finalize a proposal for additional field work needs given the United States Army Corps of Engineers comments.
  - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segment C and E.
  - Perform coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
  - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
  - Continue coordination between Program Environmental Consultant and Design Engineers.
  - Review Program Environmental invoices, schedule, and risk log.
- Task 8 – Land Acquisition Management
  - Coordinate the appraisal process for Segment A, B, C, D, and E parcels.
  - Coordinate with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
  - Perform weekly QC of parcel files in SharePoint, provide comments to Land Acquisition team.
  - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
  - Review Program Land Acquisition team, Program Appraiser, and Program Survey invoices.



- Continue field work coordination to notify landowners of upcoming field work by consultants.
- Task 9 – Texas Water Development Board Management
  - Continue preparations for TWDB reimbursement funding release.
  - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.
- Task 10 – Design Standards
  - Prepare and distribute the revised Division 02, 03, 31, and 32 standards for the Pipeline Design Consultants review.
  - Address comments and finalize the Pipeline Construction Standards and distribute to the Design Consultants.
  - Finalize the Cathodic Protection Program Standards given feedback from the PAC and Design Consultants.
  - Distribute finalized Security Standards given feedback from the PAC and Design Consultants.
  - Distribute finalized Fiber Standards given feedback from the PAC and Design Consultants.
- Task 11 – Engineering Design Management
  - Pipelines:
    - Segment A
      - Begin review of the Segment A 90% design submittal prepared by the Design Consultant.
      - Attend Segment A 60% Submittal Review Workshop.
      - Continue coordination with Design Consultant for final design.
      - Finalize and submit the Final 30% Engineering Feasibility Report to the TWDB.
    - Segment B
      - Begin review of the Segment B 90% design submittal prepared by the Design Consultant.
      - Continue coordination with Design Consultant regarding for final design.
      - Finalize and submit the Final 30% Engineering Feasibility Report to the TWDB.
    - Segment C
      - Finalize the 30% Engineering Feasibility Report prepared by the Design Consultant.
      - Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
    - Segment D

- Finalize review of the Segment D 60% design submittal prepared by the Design Consultant.
      - Attend Segment D 60% Submittal Review Workshop.
      - Continue coordination with Design Consultant for final design.
    - Segment E
      - Finalize and backcheck the 30% Engineering Feasibility Report prepared by the Design Consultant.
      - Continue coordination with Design Consultant regarding for final design.
  - Wellfield:
    - Continue coordination regarding the construction of Wells 6-9.
  - Raw Water Infrastructure:
    - Continue coordination with Design Consultant for 90% design development.
  - Water Treatment Plant:
    - Finalize review of the 90% design submittal prepared by the Design Consultant.
    - Attend 90% Submittal Review Workshop.
    - Coordination with Design Consultant for final design.
  - Booster Pump Station:
    - Coordination with Design Consultant for final design.
  - Inline Elevated Storage Tanks:
    - Coordination with Design Consultant for 30% design development.
  - Other:
    - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield).
    - Review invoices, schedules, and risk logs for consultants
- Task 13 – Electrical Power Planning
    - Continue coordination with ARWA and GVEC to develop agreement language for service to the well field.
    - Continue coordination with GVEC regarding electric service to the WTP and wellfield.
  - Task 14 – Permit Coordination/Tracking
    - Continue Permit coordination with Pipeline consultants
    - Coordinate with Hays County concerning the Site Development Permit.
    - General Coordination with TxDOT.
    - Coordinate with Caldwell County TxDOT office concerning roadway crossings.
    - General Coordination with GVEC and BBEC.
    - Permit Tracking Log Updates.
  - Task 16 – Other Services

- Finalize drafted additional solar analysis and memo evaluating ARWA’s potential return on investment.
- Commissioning Planning
  - Continue evaluating the commissioning of the Phase 1B infrastructure.
- Finalize and submit the City of San Marcos Watershed Protection Plan for the Booster Pump Station Plat.

**Scope Elements Added/Removed:**

None at this time.

**Outstanding Issues/Concerns:**

None at this time.

**HUB Participation:**

56.7 % allotted by Contract (based on contract total fee)

25.2% to date of Billing

Design Consultant Certifications: N/A

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Croup, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$224,412.00	42.8%	\$96,012.00	\$77,939.00
CP&Y, Inc.	ABE; MBE	Program Standards, Compliance, and Project Management	\$939,880.00	40.1%	\$376,954.72	\$307,230.96
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$59,680.00	38.0%	\$22,663.25	\$20,283.25
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$437,210.00	48.9%	\$213,801.50	\$171,979.00
RVK Architects, Inc.	WBE	Architectural Project Management	\$47,205.00	0.0%	\$ -	\$ -
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$55,878.00	22.0%	\$12,312.50	\$9,035.00
		Subtotal	\$1,764,265.00	40.9%	\$721,743.97	\$586,467.22

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- H.7** Consider adoption of Resolution 2020-09-23-005 approving Work Order #6 with Blanton & Associates, Inc. for additional environmental services associated with the Phase 1B Segment A project. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- 

Background/Information

Alliance Water entered into a Work Order in May 2018 with Blanton & Associates, Inc. for the environmental investigation for the Phase 1B projects. As a result of review comments by the U.S. Army Corps of Engineers, the Authority must complete additional investigations in order to obtain the necessary environmental permit. The attached work order also accounts for a few alignment re-routes that were coordinated with landowners and a credit for development of environmental reports for the inline tanks which are now being incorporated into their adjacent pipelines instead of in stand-alone reports.

Below are some of the key facts regarding the additional investigation:

**Firm:** Blanton & Associates, Inc.  
**Fee:** \$82,629  
**Work Order Type:** Time and Materials  
**Anticipated Duration:** 6 months  
**Project Manager:** Velma Danielson  
**Key Subconsultants:** None

Attachment(s)

- Resolution 2020-09-23-005
- Proposal for Additional Environmental Services for Segment A Project dated September 21, 2020.

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-09-23-005 approving Work Order #6 with Blanton & Associates, Inc. for additional environmental services associated with the Phase 1B Segment A project.



## ALLIANCE WATER

### RESOLUTION NO. 2020923-005

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #6 BETWEEN THE AUTHORITY AND BLANTON & ASSOCIATES, INC. FOR ADDITIONAL ENVIRONMENTAL SERVICES ASSOCIATED WITH THE AUTHORITY'S PHASE 1B SEGMENT E PIPELINE PROJECTS AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE**

#### **RECITALS:**

1. Alliance Regional Water Authority (the "Authority") entered into a master agreement with Blanton & Associates, Inc. for professional environmental services and related matters in May 2018.

2. The Authority hired Kimley-Horn & Associates to serve as the Owner's Representative for the Authority's Phase 1B Program. The Owner's Representative role is to assist the Authority with development of the Phase 1B Program as a whole, including coordination with all design firms after selection through completion of the Program.

3. The Authority entered into a work order with Blanton & Associates, Inc. for environmental investigations for the Authority's Phase 1B Projects in May 2018.

4. During the course of coordination with the U.S. Army Corps of Engineers, it was determined that additional cultural resources investigations are required in order to obtain the environmental permit. The attached Work Order is meant to complete the work necessary to ultimately receive approval from the U. S. Army Corps of Engineers.

5. The scope of services and fee for the attached work order was negotiated by the Executive Director and the Owner's Representative on behalf of the Authority. The work order references terms and conditions in the approved Master Agreement between the Authority and Blanton & Associates, Inc.

#### **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.** The attached work order for additional Environmental Services between the Authority and Blanton & Associates, Inc. is approved with a fee not-to-exceed \$82,629.

**SECTION 2.** The Authority's Executive Director, Graham Moore, is authorized to execute the attached agreement on behalf of the Authority.

**SECTION 3.** This Resolution shall be in full force and effect immediately upon its passage.

Resolution 20200923-005  
Phase 1B Additional Environmental Services

**ADOPTED:** September 23, 2020.

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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James Earp  
Secretary, Board of Directors

**Blanton & Associates, Inc. - Environmental Scope for Alliance Water Phase 1B Program****Pursuant to Master Services Agreement Between Alliance Regional Water Authority and  
Blanton & Associates, Inc., Dated May 23, 2018****Work Order No. 006****September 21, 2020****WORK ORDER NO. 006 - DEFINITION AND BACKGROUND**

The Environmental Consultant (B&A) was given notice to commence work on Work Order No. 001 (dated May 17, 2018) on June 11, 2018. Since that time, in accordance with Work Order No. 001, B&A conducted the following activities related to the Cultural Resources tasks for Alliance Water's Phase 1B Program Segment A Pipeline Project, in Caldwell County, Texas: 1) early agency coordination, including coordination with the U.S. Army Corps of Engineers (USACE) and the Texas Historical Commission (THC); 2) preparation of a detailed research design which was submitted to and approved by the THC; 3) completion of intensive archeological survey-phase subsurface investigations consistent with the THC-approved research design; 4) preparation of an Archeological Survey Report describing the results of the investigations; and 5) submittal of the survey report to the THC (which responded with approval of the investigations and report) and to the USACE (as directed during early agency coordination). Following the USACE's review of the Segment A Archeological Survey Report, USACE provided comments on the report and requested that additional work be performed to more fully assess potential project impacts to known archeological sites and potentially unidentified archeological sites that may be eligible for inclusion in the National Register of Historic Places (NRHP) along this segment. This Work Order No. 006 and the associated costs provided in the attached Level of Effort (LOE) spreadsheet are based on the draft B&A scope of work for additional cultural resources field surveys submitted to Alliance Water on August 19, 2020. The draft scope of work was prepared to address USACE comments on the survey report, and once approved by Alliance Water, it will be submitted to the USACE for approval. Revisions to the August 19, 2020 draft scope by either Alliance Water or the USACE may result in changes to this Work Order No.006 scope of work and LOE spreadsheet.

In this Environmental Consultant's Work Order No. 006, scope of work amendments incorporate the changes indicated below (with reference to Work Order No. 001 tasks and section numbers) and in the attached LOE spreadsheet. These modifications are consistent with the August 19, 2020 draft Segment A scope of work to address USACE comments for additional intensive archeological survey-phase subsurface investigations in USACE jurisdictional areas along Segment A. This additional survey work is in compliance with Section 106 of the National Historic Preservation Act.

In summary, the August 19, 2020 draft scope of work satisfies the USACE's April 2020 comments on B&A's 2019 draft archeological survey report, incorporates the April 2020 revised state archeological survey standards as required by USACE, incorporates the June 2020 Navigable Waters Protection Rule's revised definition for waters of the U.S., and reflects Alliance Water's revised trenchless engineering methods at three crossings to avoid impacts to certain waters of the U.S.

Also, B&A received requests to conduct additional surveys on parcels along Segments A, B, and D after the B&A Team completed field work on these segments, and/or prepared draft environmental reports or, as in the case of Segment A, after receiving approval from some of the agencies. This Work Order addresses the additional work and fee required to respond to these re-alignment requests. As requested as part of the monthly invoice format provided by the Owner's Representative (Owner's Rep.) under

“Recommended Scope Elements to Add/Remove,” B&A noted amended scope items that may be necessary but did not require immediate discussion or action beginning with the August 18, 2020 invoice (for July 2020 services).

The Owner’s Representative also requested that B&A incorporate the two inline storage tank locations along Segments C and D into the EDF and associated reports for these segments. These two EDFs were previously included in Task 7 - Supplemental, and they have now been moved to Task 6 - Environmental Documents and Permitting Requirements (Transmission lines, Administration/ Operations Facility and Booster Pump Station).

Also, B&A included additional project management efforts since the current schedule anticipates TWDB approval of all projects will occur in the late spring of 2021. This Work Order extends project management activities through June 2021, as further discussed below.

Compensation for all tasks that are part of Work Order No. 006 will be on a time and materials basis.

The scope items discussed in this Work Order No. 006 are additive to the tasks (with the same identifying task numbers) listed in B&A’s original and revised Work Order No. 001, and Work Order No. 003.

## **SCOPE OF WORK**

### **1. Project Management**

- B&A’s original contract period was May 2018 through June 2020 (based on environmental schedules), for a total of 25 months. Six months were added in Work Order No. 001 – Supplemental No. 01 and Work Order No. 003. In this Work Order No. 006, B&A has added an additional six months to the contract period (January 1, 2021 through June 30, 2021) as an estimate, in response to continuing changes to the Program’s schedule over the past seven months. The estimated schedule changes result from several factors, including delays in obtaining right-of-entry (ROE) for some parcels, engineering design changes and segment re-alignments that necessitate additional field work, and delays associated with the USACE comments on Segment A. Therefore, additional time and associated costs are included in the Project Management Task (Task 1) through this Work Order No. 006.

### **4. Field Surveys**

#### **4.2. Land Acquisition Coordination**

- 4.2.1. Complete and submit property access request forms.
- 4.2.2. Coordinate with landowners to arrange for property access when directed by the land acquisition agent(s).
- 4.2.3 Additional work required to verify ROE property specific requirements.

#### **Revised Assumption(s) for Section 4.2:**

- The Owner’s Rep will issue ROE and NTP to the Environmental Consultant in order to begin field work.
- Receipt of ROE will be provided to the Environmental Consultant prior to field surveys being conducted, as required by the Owner’s Rep’s Field Work Site Visit Protocol.



- B&A will submit Property Access Request Forms (PARFs) to complete field work once B&A receives NTP for enough parcels to ensure efficient field crew deployment and confirms the most recent segment alignment.
- B&A will conduct this field work contingent upon receipt of the completed PARFs, and provided that the Program does not make changes to survey area requirements and landowners do not either revoke access or add last minute restrictions severely limiting B&A's ability to access these parcels or prohibiting B&A from conducting planned field work within the two-week PARF window. Should these issues arise, B&A will assess any impacts to planned field work to determine whether we are able to move forward as scheduled or will need to postpone field work due to circumstances beyond either the Program's or B&A's control.

#### 4.3 Survey Transmission lines, Administration/Operations Facility and Booster Pump Station, delivery points:

##### 4.3.11 Conduct additional intensive archeological survey-phase subsurface investigations in USACE jurisdictional areas of Alliance Water's Phase 1B Program Segment A Pipeline.

##### **Assumption(s):**

- USACE jurisdictional areas are defined within the area of potential effects (APE) based on applicable waters of the U.S. criteria as outlined in the Navigable Waters Protection Rule (issued by the Environmental Protection Agency and the Department of the Army on April 21, 2020 and effective June 22, 2020).
- Three crossings were eliminated from USACE jurisdictional areas of the APE due to avoidance of impacts by directional boring, i.e., trenchless construction. Since these areas would be considered a change in impacts that require review by the Texas Historical Commission (THC) in compliance with the Antiquities Code of Texas, B&A will submit the revised scope of work to the THC for comment.
- Alliance Water will avoid impacts to waters of the U.S. at the crossings closest to archeological sites 41CW187 and 41CW194 by employing trenchless engineering measures. Therefore, these sites are not within USACE jurisdiction and no longer require USACE evaluation under Section 106.
- Pursuant to the April 2020 revised state terrestrial archeological survey standards for near-surface deposits, the linear survey of the USACE jurisdictional areas, a total of 1,354 m (requiring 1 transect) plus 382 m (requiring 2 transects), would necessitate 22 total shovel tests (i.e., 14 plus 8). B&A has already excavated 18 shovel tests within these areas, and B&A proposes to excavate 19 additional shovel tests in response to USACE comments (see Table 3 of the draft USACE scope of work for the number of proposed shovel tests per crossing).
- Pursuant to the April 2020 revised state terrestrial archeological survey standards for deeply buried deposits, the total linear survey of the USACE jurisdictional areas characterized as deep high probability areas, a total of 1,150 m (requiring 1 transect), would necessitate 6 total trenches. B&A has already excavated 6 trenches within these areas, and B&A proposes to excavate 2 additional trenches in response to USACE comments (see Table 3 of the draft USACE scope of work for the number of trenches proposed at each crossing characterized as deep high probability areas).
- Survey will be non-collection of artifacts.

- Identified archeological sites within the APE will be documented via a State of Texas Archeological Site Data Form, which will be submitted to the Texas Archeological Research Laboratory and a site trinomial will be obtained.
- If NRHP-eligible archeological resources are recorded during the survey and recommended for avoidance, site boundaries within the APE would be delineated and mapped for effective project design.
- All project-related archeological materials including field notes, photographs, and a copy of the final survey report shall be curated in accordance with terms and conditions of the Texas Antiquities Permit.
- Construction monitoring, NRHP testing, Mitigation/Data Recovery, and cemetery delineation/human burial excavation are not included as part of this scope of work. These services would be provided as a Supplemental Service if required.
- No more than two multiple-field-day mobilizations will be necessary to complete the field work required to respond to the April 2020 USACE comments on the Segment A cultural resources report. These mobilizations will be conducted in the manner outlined in B&A's memorandum to the Owner's Representative dated November 5, 2019.

#### 4.4. Deliverables

Deliverables changed or added to the Scope of Work:

- 4.4.1 GIS data uploads/updates including survey corridor status shapefiles, and excel file with status are required to be submitted within two weeks of field survey event
- 4.4.3 Field Checklists (required to be submitted within two weeks of field survey event)

#### 6. Environmental Documents and Permitting Requirements (Transmission lines, Administration/ Operations Facility and Booster Pump Station)

- 6.1.1.1 Incorporate two inline storage tank sites for Segments C and D into the TWDB Environmental Data Form (EDF) and accompanying environmental and cultural reports for these two segments.

#### 6.6 Re-alignment Report Revisions – Segments A, B, and D

- 6.6.1 Prepare amendments to, or revise, environmental reports for Segments A, B, and D where re-alignments have occurred (as of the date of this work order), and following completion of additional field work required after reports were prepared and/or submitted for agency review and approval.

#### 6.7. USACE Segment A Revised Archeological Survey – Waters/Section 404 Permitting

- 6.7.1. Revise the draft jurisdictional delineation report for water resources including anticipated jurisdiction and impacts for project.

##### 6.7.2. Deliverables

- 6.7.2.1. Revised Draft Jurisdictional Determination Reports with anticipated permitting requirements
- 6.7.2.2. Final Jurisdictional Determination Reports with anticipated permitting requirements

**Assumption(s):**

- Should a Preconstruction Notification (PCN) be required, it will be considered a supplemental service.
- For the draft and final reports, Environmental Consultant will provide one PDF copy in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified.

6.8. USACE Segment A Revised Archeological Survey - THC and USACE Compliance and Clearance

- 6.8.1. Prepare a revised report documenting field investigations, findings, and recommendations. Shall be suitable for THC review and approval, and for USACE review and approval for jurisdictional areas.

**Assumption(s):**

- All efforts to avoid effects to identified cultural resources should be made.

6.8.2. Deliverables

6.8.2.1. Draft Revised Intensive Cultural Resources Survey Report

6.8.2.2. Final Intensive Cultural Resources Survey Report

**Assumption(s):**

- For the draft and final reports, Environmental Consultant will provide one hard-copy and one PDF copy in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each electronic deliverable will be a single, searchable .pdf file that mirrors the layout and appearance of the hard copy.

Alliance Water - Work Order #6																				Project Fee Summary									
Pipeline Consultant																				Basic Effort	\$ 93,165								
Prepared: September 21, 2020																				Supplemental	\$ (10,536)								
Detailed Overall Env Consultant Cost Breakdown																				Total Effort	\$ 82,629								
Task #	Project Role	Principal	PM	DPM	ENV Professional	Endangered Species Lead	Endangered Species Scientist	ENV Tech II	ENV Tech I	USACE Permit Lead	USACE Permit Scientist I	ENV Tech I	CR Lead	CR Scientist II	TWDB Lead	Env Tech II - Waters	Env Tech I - Waters	Senior GIS Analyst	GIS Analyst	GIS Tech	Admin	Total Hours	Total Labor Effort	Total Expense Effort	W&M Labor	W&M Expense Effort	Total Sub Effort	Total Effort	Assumptions
	Hourly Bill Rate	\$225.00	\$180.00	\$170.00	\$150.00	\$160.00	\$130.00	\$110.00	\$90.00	\$160.00	\$130.00	\$90.00	\$160.00	\$130.00	\$160.00	\$110.00	\$90.00	\$140.00	\$110.00	\$95.00	\$70.00								
<b>Task 1 - Project Management</b>																													
1.1	Prepare Monthly Summary Reports/Invoicing (6 additional months)		12	9																		247	\$ 33,310	\$ -	\$ -	\$ -	\$ -	\$ 33,310	See Discussion - Task 1, Scope of Work
1.5	Schedule Development and Monthly Updates (6 additional months)		10	6					60													76	\$ 8,220	\$ -	\$ -	\$ -	\$ -	\$ 8,220	See Discussion - Task 1, Scope of Work
1.6.1	Conduct Progress Meetings with Owner's Representative (6 additional meetings)		24	18																		42	\$ 7,380	\$ -	\$ -	\$ -	\$ -	\$ 7,380	See Discussion - Task 1, Scope of Work
1.6.2	Internal team scrums (6 additional months)		6	24	6				36	10			10								16	108	\$ 14,020	\$ -	\$ -	\$ -	\$ -	\$ 14,020	See Discussion - Task 1, Scope of Work
<b>Task 4 - Field Surveys</b>																													
4.2	Land ROE Coordination																					95	\$ 10,510	\$ 3,063	\$ -	\$ -	\$ -	\$ 13,573	
4.2.1	Complete and submit property access request forms			1					2												2	5	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ 540	See Discussion/Assumptions - Task 4, Scope of Work
4.2.2	Coordinate w/ landowners to arrange prop access, when directed			1					2													3	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ 350	See Discussion/Assumptions - Task 4, Scope of Work
4.2.3	Adtl work to verify ROE property specific requirements			1					2													3	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ 350	See Discussion/Assumptions - Task 4, Scope of Work
4.3	Survey transmission lines for																												
4.3.11	USACE archeological surveys											30	4	30							8	72	\$ 8,000	\$ 3,063	\$ -	\$ -	\$ -	\$ 11,063	See Discussion/Assumptions - Task 4, Scope of Work
4.4	Deliverables																												
4.4.1	GIS data data uploads								2												4	6	\$ 560	\$ -	\$ -	\$ -	\$ -	\$ 560	See Discussion/Assumptions - Task 4, Scope of Work
4.4.3	Field Checklists		1	1					4													6	\$ 710	\$ -	\$ -	\$ -	\$ -	\$ 710	See Discussion/Assumptions - Task 4, Scope of Work
<b>Task 6 - Environmental Documents and Permitting Requirements</b>																													
6.1	TWDB Mid-Level Environmental Review																					305	\$ 39,270	\$ 352	\$ 6,660	\$ -	\$ 46,660	\$ 46,282	
6.1.1.1	Add Segment C & D Inline Storage Tank Sites to EDF and Reports		2	4	2	1	2	2	1			2	6		1	2	1	2	6	2		36	\$ 4,490	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ 6,490	See Discussion/Assumptions - Task 6, Scope of Work
6.6	Re-alignment Report Revisions - Segments A, B, and D																												
6.6.1	Amendments or revisions to environmental/cultural reports		4	8	2	2		6			8	4	8	8		8	1	2	8	1		70	\$ 9,090	\$ 272	\$ 4,660	\$ -	\$ 4,660	\$ 14,022	See Discussion/Assumptions - Task 6, Scope of Work
6.7	USACE Segment A Revised Archeology Survey - Waters/ 404																												
6.7.1	Revise and prepare draft jurisdictional delineation report		4	8							8					8	1	2	4	2		37	\$ 4,720	\$ -	\$ -	\$ -	\$ -	\$ 4,720	See Discussion/Assumptions - Task 6, Scope of Work
6.7.2	Deliverables																												
6.7.2.1	Revised Draft Jurisdictional Determination Reports (per Alliance Water/Agency Comments)		2	4	4						6	12					1		6	4		39	\$ 4,490	\$ -	\$ -	\$ -	\$ -	\$ 4,490	See Discussion/Assumptions - Task 6, Scope of Work
6.7.2.2	Final Jurisdictional Determination Reports (for Prep of Final Report)		1	1	1						2	3						1	2	1		12	\$ 1,430	\$ -	\$ -	\$ -	\$ -	\$ 1,430	See Discussion/Assumptions - Task 6, Scope of Work
6.8	USACE Seg A Revised Arch Survey																					0							
6.8.1	Revise and prepare revised report documenting field investigations		1	2									10	18				1		8	1	41	\$ 5,430	\$ 80	\$ -	\$ -	\$ -	\$ 5,510	See Discussion/Assumptions - Task 6, Scope of Work
6.8.2	Deliverables																												
6.8.2.1	Draft Revised Intensive Cultural Resources Survey Report (per Alliance Water/Agency Comments)		2	4	6								16	12				1		8	4	53	\$ 7,240	\$ -	\$ -	\$ -	\$ -	\$ 7,240	See Discussion/Assumptions - Task 6, Scope of Work
6.8.2.2	Final Intensive Cultural Resources Survey Report (for Prep of Final Report)		1	2	2								4	4				1		2	1	17	\$ 2,380	\$ -	\$ -	\$ -	\$ -	\$ 2,380	See Discussion/Assumptions - Task 6, Scope of Work
<b>Task 7 - Supplemental Services</b>																													
7.5	EDF for Inline Tanks (Segments C and D)																						\$ (10,150)	\$ (386)	\$ -	\$ -	\$ -	\$ (10,536)	See Discussion/Assumptions - Task 6, Scope of Work. This amount reflects the amount for these two reports previously included in Work Order No. 001 - Supplemental No. 1 (\$20,192) LESS \$9,656 included in subtask 6.1.1.1.
Grand Total																						647	\$ 72,940	\$ 3,029	\$ 6,660	\$ -	\$ 6,660	\$ 82,629	

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
 Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**H.8** Update, discussion and possible direction to Staff regarding the Authority’s 2020 SWIFT Funding. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The TWDB released their final projected SWIFT rates for 2020 on September 1<sup>st</sup> – below compares these rates to the previous rates, including the rates utilized in the 2020-21 budget. The final rates will be known after the TWDB sells the bonds in New York the first week in October.

<b>SWIFT - Net Interest Cost</b>					
<i>Maturity Schedule</i>	<i>2015</i>	<i>2017</i>	<i>2019</i>	<i>2020 - Budgeted*</i>	<i>2020 - Current Projection</i>
30-year	2.88%	2.76%	2.37%	2.65%	2.03%
20-year	1.97%	1.85%	1.54%	1.78%	1.32%

\* Included 50-basis point cushion

Staff has reached out to the Sponsors to reserve a spot on their respective October meeting agendas for approval of all resolutions and agreements. The initial drafts should be out for review by Friday, September 11<sup>th</sup>.

Below is the schedule for all key steps. Please note that the TWDB requested that we push back the closing date from November 18<sup>th</sup> to November 20<sup>th</sup> to accommodate their workload.

<u>Date</u>	<u>Action</u>
10/12	CRWA Board approves bond resolution and related docs
10/19	County Line SUD Board approves bond resolution and related docs
10/20	San Marcos, Kyle and Buda City Councils approve bond resolution and related docs
10/22	Green Valley SUD & Crystal Clear SUD approves bond resolution and related docs
10/28	Alliance Water approves resolution and related docs
11/20	Closing date for Alliance Water bonds

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**  
Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**Board Decision(s) Needed:**

- Possible direction to Staff.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**H.9** Consider adoption of Resolution 2020-09-23-006 making appointments to the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

---

Background/Information

The Authority's Board of Directors created and made initial appointments to the Technical Committee through the adoption of Resolution 20180328-004 in March 2018. Resolution 2020-05-27-005 updated the appointments to the committee to the following:

- Blake Neffendorf
- James Earp
- Tom Taggart
- Humberto Ramos
- Mike Taylor
- Brian Lillibridge

With Mr. Lillibridge's departure from the Board of Directors, his position either needs to be filled or the size of the committee needs to be reduced. The Committee membership is limited to a maximum of six (6) Board members.

Attachment(s)

- Resolution 2020-09-23-006

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-09-23-006 making appointments to the Technical Committee.



**ALLIANCE WATER**

**RESOLUTION NO. 20200923-006**

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS MAKING APPOINTMENTS TO THE TECHNICAL COMMITTEE; AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority") Board of Directors (the "Authority Board") created and made appointments to the Technical Committee through the adoption of Resolution 20180328-004 in March 2018.

2. The Authority Board wishes to affirm some appointments and make a new appointment to the Technical Committee.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.** The Authority Board appoints \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as voting members of the Technical Committee.

**SECTION 2.** This Resolution shall be in full force and effect immediately upon its passage.

**ADOPTED: September 23, 2020**

**ATTEST:**

\_\_\_\_\_  
Chris Betz  
Chair, Board of Directors

\_\_\_\_\_  
James Earp  
Secretary, Board of Directors



**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- 

Background/Information

The Board Members have an opportunity to make announcements or to request that items be added to future Board or Committee agendas.

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- J.1** *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
- A. Water supply partnership options*
  - B. Groundwater leases*
  - C. Acquisition of real property for water supply project purposes*
-

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**J.2** Action from Executive Session on the following matters:

- A. *Water supply partnership options*
  - B. *Groundwater leases*
  - C. *Acquisition of real property for water supply project purposes*
-

**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 23, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 490 512 337#

- D. *Consideration of Resolution 2020-09-23-007 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Easement totaling 1.173 acres situated in the Thomas Maxwell Survey, Abstract No. 188, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*

---

Attachment(s)

- Resolution 2020-09-23-007

**Board Decision(s) Needed:**

- Adoption of Resolution 2020-09-23-007.



## ALLIANCE WATER

### RESOLUTION NO. 20200923-007

*Dean Allan Colley a/k/a Dean A. Colley and wife, Barbara Lu Colley a/k/a Barbara Colley – Being a 1.173 Acre, Permanent Pipeline and Right-of-Way Easement, situated in the Thomas Maxwell Survey, Abstract No. 188, Caldwell County, Texas*

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT EASEMENT TOTALING 1.173 ACRES, SITUATED IN THE THOMAS MAXWELL SURVEY, ABSTRACT NO. 188, CALDWELL COUNTY, TEXAS, ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of a permanent 90-foot wide Pipeline and Right-of-Way Easement over a tract of land totaling 1.173 acres, situated in the Thomas Maxwell Survey, Abstract No. 188, Caldwell County, Texas, and being a portion of a remainder called 48.99-acre tract as described in deed to Dean A. Colley and Barbara Colley, and Recorded in Volume 306, Page 298, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.). Said 1.174- acre 90-foot wide permanent easement being more specifically described by metes and bounds in Exhibit “A” and also being referred to herein as the “Easement,” for the public use to construct, reconstruct, operate, inspect, and maintain water transmission lines and related facilities and improvements (the “Project”); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire permanent and temporary easements from properties for the purpose of construction, reconstruction, operation, and maintenance of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA’s agents, representatives, or employees to enter upon the above-

described property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ALLIANCE REGIONAL WATER AUTHORITY:**

**SECTION 1.**

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of a permanent easement for the public use for construction, reconstruction, operation, maintenance, inspection and repair of water transmission lines and appurtenances over that certain 1.173-acres (51,103 square foot) parcel of land described with particularity on Exhibit "A," attached and incorporated herein by reference as if fully set out.

2. That ARWA's agents, representatives, or employees are hereby authorized to:

- a. Lay out the exact location of the land area needed for the Easement;
- b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;
- c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;
- d. Negotiate with the owners of any such properties for the purchase thereof;
- e. To purchase any necessary easements and rights-of-way on, over, under and across the Easement and execute all documents necessary to acquire such necessary land rights, all subject to express approval of the specific, negotiated terms by ARWA;
- f. Initiate eminent domain proceedings against the owner(s) of the Easement for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase the Easement; and

g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for the Easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_ 2020.

**ALLIANCE REGIONAL WATER AUTHORITY**

---

Chris Betz  
Chair of the Board of Directors of  
ALLIANCE REGIONAL WATER AUTHORITY

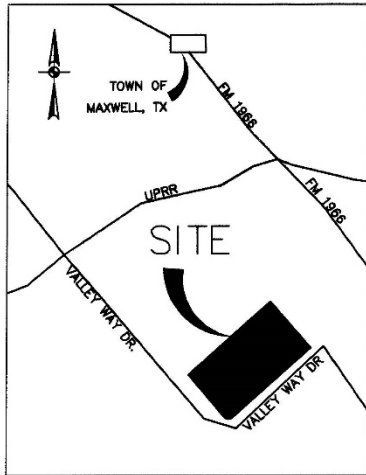
**ATTEST:**

---

James Earp  
Secretary of the Board of Directors of  
ALLIANCE REGIONAL WATER AUTHORITY

EXHIBIT A

PARCEL B032C  
CALDWELL COUNTY, TEXAS  
ALLIANCE WATER PH 1B



LOCATION MAP  
NOT TO SCALE

NOTES:

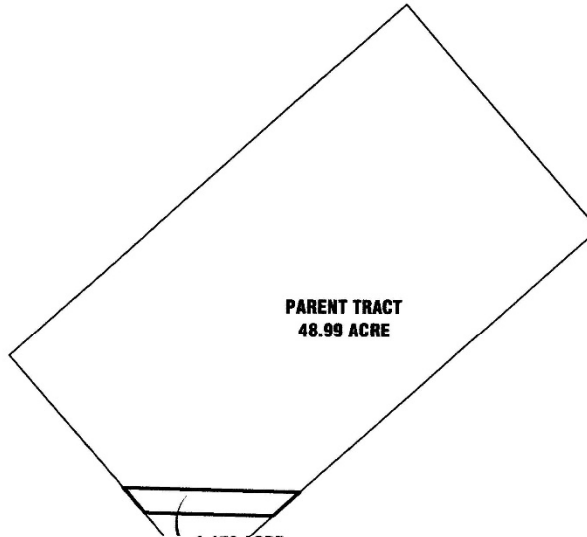
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN FIELD VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY SAM. THERE MAY BE ADDITIONAL UTILITIES THAT SAM HAS NOT BEEN ADVISED OF

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY  
OF# CTA-21-CTA1803094G  
ISSUE DATE: APRIL 10, 2019

PARCEL B032C

10.) 30' EASEMENT TO THE VETERANS LAND BOARD OF THE STATE OF TEXAS VOLUME 297, PAGE 146 D.R.C.C.T. DOES NOT AFFECT, EASEMENT DESCRIPTION ALONG NORTHEAST BOUNDARY OF THIS 48.99 ACRE TRACT.



Date: Jan 17, 2020, 11:16am User ID: P:\Production\Projects\Projects\B032C\B032C\_Surfaces.dwg  
File: \\server\pds\Projects\10102020\B032C\Survey\B032C\Segment B\Parcel\B032C\B032C\_Surfaces.dwg



4801 Southwest Parkway  
Building Two, Suite 100  
Austin Texas, 78735  
Ofc: 512.447.0575  
Fax: 512.326.3029  
email: info@sam.biz

Texas Firm Registration No. 10064300

PAGE 1 OF 4

WORK ORDER ARWA18005832 DIGITAL FILE B032C REVISION # 0 DRAWN BY MS

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SAM, LLC  
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TBPLS # 10064300



**Legal Description**  
**1.173 Acre (51,103 Square Foot)**  
**90 Foot Wide Permanent Easement**

BEING A 1.173 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE THOMAS MAXWELL SURVEY, ABSTRACT NO. 188, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 48.99 ACRE TRACT AS DESCRIBED IN DEED TO DEAN A. COLLEY AND BARBARA COLLEY, AND RECORDED IN VOLUME 306, PAGE 298, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 1.174 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found on the apparent west ROW line of Valley Way Drive (variable width ROW), for a corner of said 48.99 acre tract;

**THENCE** N 48°16'26" E, with the apparent west ROW line of said Valley Way Drive, a distance of 253.52 feet, to a point, for the **POINT OF BEGINNING** and southeast corner of this 90 foot wide permanent easement;

**THENCE** N 88°48'46" W, departing the apparent west ROW of said Valley Way Drive, over and across said 48.99 acre tract, a distance of 479.12 feet, to a point on the apparent east ROW line of Valley Way Drive (variable width ROW), for this southwest easement corner. From said point, a 1/2-inch iron rod found, for a corner of said 48.99 acre tract bears S 40°35'33" E, 222.85 feet;

**THENCE** N 40°35'33" W, with the apparent east ROW line of said Valley Way Drive, a distance of 120.71 feet, to a point, for this northwest easement corner;

**THENCE** S 88°48'46" E, departing the apparent east ROW of said Valley Way Drive, over and across said 48.99 acre tract, a distance of 656.36 feet, to a point on the apparent west ROW of said Valley Way Drive, for this northeast easement corner. From said point, a concrete monument found, for the northeast corner of said 48.99 acre tract bears N 48°16'26" E, 1,467.63 feet;



**THENCE** S 48°16'26" W, with the apparent west ROW line of said Valley Way Drive, a distance of 132.20 feet, to the **POINT OF BEGINNING** and containing 1.173 acres, more or less.

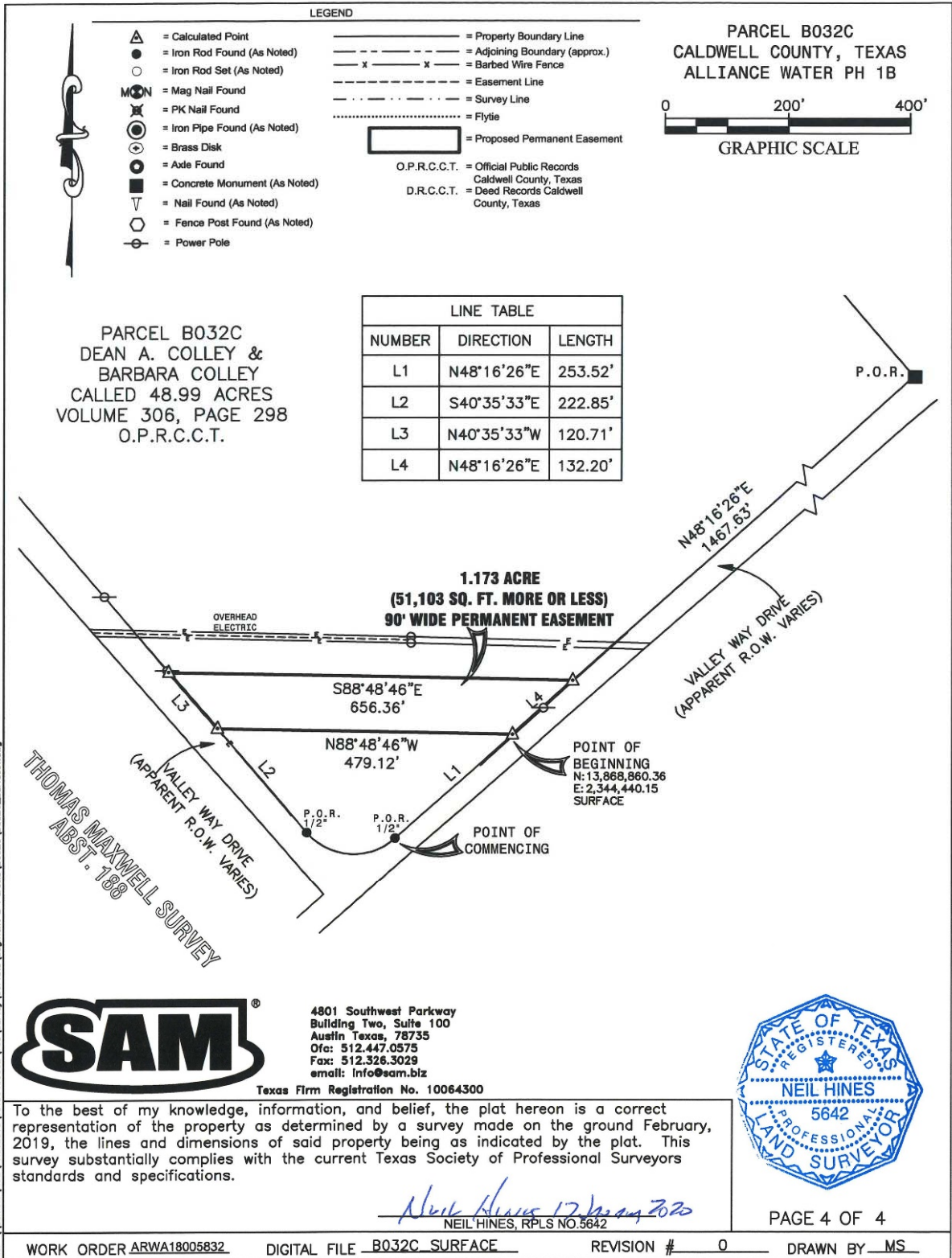
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

*Neil Hines*

Neil Hines  
Registered Professional Land Surveyor  
Texas Registration Number 5642



Date: *17 January 2020*



PARCEL B032C  
 DEAN A. COLLEY &  
 BARBARA COLLEY  
 CALLED 48.99 ACRES  
 VOLUME 306, PAGE 298  
 O.P.R.C.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N48°16'26"E	253.52'
L2	S40°35'33"E	222.85'
L3	N40°35'33"W	120.71'
L4	N48°16'26"E	132.20'

PARCEL B032C  
 CALDWELL COUNTY, TEXAS  
 ALLIANCE WATER PH 1B

0 200' 400'  
 GRAPHIC SCALE



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin Texas, 78735  
 Ofc: 512.447.0575  
 Fax: 512.326.3029  
 email: info@sam.biz

Texas Firm Registration No. 10064300



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground February, 2019, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

*Neil Hines 17 Jan 2020*  
 NEIL HINES, RPLS NO. 5642

PAGE 4 OF 4

Date: Jan 17, 2020, 11:11am User ID: Paul.Evans File: \\sammh\NAS\PROJECTS\101604\36088\1001\Survey\08Plate\Segment B Parcel\B032C\B032C\_Surface.dwg

WORK ORDER ARWA18005832 DIGITAL FILE B032C\_SURFACE REVISION # 0 DRAWN BY MS

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**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**  
Wednesday, September 23, 2020 at 3:00 P.M.  
Conference Call Number: 1-903-405-2572; Code: 490 512 337#

**K. ADJOURNMENT**

---