

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall
405 Loop Street, Buda, TX 78610

-or-

[TEAMS Meeting Link](#)
Call-In Number: 1-903-405-2572
Call-In Code: 636 090 716#

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.
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Wednesday, July 28th, 2021 at 3:00 PM

Buda City Hall
405 Loop Street, Buda, TX 78610

This Notice is posted pursuant to the Texas Open Meetings Act (Texas Government Code Chapter 551). The Alliance Regional Water Authority (the Authority) Board of Directors will hold a meeting at 3:00 PM, Wednesday, July 28, 2021, at the Buda City Hall, 405 Loop Street, Buda, Texas. The presiding officer of the meeting will be physically present at the location noted above. Some directors may participate remotely through videoconference. The public may observe this meeting in person or by using the following videoconference link and/or calling the number and code provided:

[TEAMS Meeting Link](#)

Call-In Number: 1-903-405-2572

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Members of the public wishing to make public comment during the meeting must (1) be present at the public meeting location or (2) join by videoconference and register by emailing info@alliancewater.org prior to 3:00 p.m. on July 28th, 2021. Public comment is not allowed by call-in. 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 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.

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- D.1 Consider approval of minutes of the Regular Meeting held June 30, 2021. ~ *Graham Moore, P.E., Executive Director*
- D.2 Consider approval of the financial report for June 2021. ~ *Graham Moore, P.E., Executive Director*
- D.3 Consider the quarterly investment report for the period ending June 30, 2021. ~ *Graham Moore, P.E., Executive Director*
- E. PUBLIC HEARINGS / PRESENTATIONS - None
- F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION
 - 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 Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants. ~ *CD&P*
 - H.2 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.3 Consider adoption of Resolution 2021-07-28-001 authorizing the Executive Director to execute all documents necessary with Guadalupe Valley Electrical Cooperative to provide electrical distribution and service to the Water Treatment Plant and the Authority's wells as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

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- H.4 Consider adoption of Resolution 2021-07-28-002 approving a Master Agreement and Work Order #1 with HVJ South Central Texas for Materials Testing Services related to the Phase 1B Water Treatment Plant and Raw Water Infrastructure Project as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- H.5 Discussion and possible direction to Staff regarding the addition of a new delivery point on the Authority's Phase 1B Segment Pipeline for the City of Kyle as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- H.6 Consider adoption of Resolution 2021-07-28-003 approving Work Order #3 with AECOM Technical Services, Inc. for the Blanco Basin Wastewater Treatment Plant Feasibility Study Update as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- H.7 Consider adoption of Resolution 2021-07-28-004 adopting the Authority's budget for FY 2021-22 as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- H.8 Consider adoption of Resolution 2021-07-28-005 approving an engagement letter with Armstrong, Vaughan & Associates, P.C. for preparing the Authority's FY 2020-21 financial audit. ~ *Graham Moore, P.E., Executive Director*
- H.9 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff. ~ *Scott Miller / Jeff Hecker, Texas Solutions Group*
- J. 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.
- K. EXECUTIVE SESSION
 - K.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*

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K.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 2021-07-28-006 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; 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.*

L. ADJOURNMENT

NOTE: *The Board of Directors may meet in Executive Session for any purpose authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, for any item listed on this agenda or as otherwise authorized by law. An announcement will be made of the basis for Executive Session. 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

No Backup Information for this Item.

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B. ROLL CALL

NAME	TERM ENDS	PRESENT
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2023	
Regina Franke (CRWA - General Manager, Crystal Clear SUD)	April 2023	
Tim Samford (Kyle – Treatment Operations Manager)	April 2024	
Blake Neffendorf – Treasurer (Buda – Water Resources Coordinator)	April 2023	
Councilmember Mark Gleason (San Marcos)	April 2022	
Humberto Ramos (CRWA – Water Resources Director)	April 2024	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2024	
Vacant (San Marcos)	April 2024	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2022	
Derrick Turley (Kyle – Water Quality Technician)	April 2024	
Marie Kalka (San Marcos – Finance Director)	April 2022	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Paul Kite (San Marcos – Asst. Director of Public Services)	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 before 3:00 p.m.)
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D. CONSENT AGENDA

Items D.1 through D.3 are presented as part of the consent agenda.

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D.1 Consider approval of minutes of the Regular Meeting held June 30, 2021. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- 2021 06 30 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



ALLIANCE WATER

Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, June 30, 2021

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, June 30, 2021 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, Franke, Samford, Neffendorf, Gleason, Ramos, Earp, Betz, Kalka, Allen and Kite. Mr. Taggart attended the meeting as a member of the general public, not as a voting director. Ms. Hughson and Mr. Gleason left the meeting after Item I.4. Mr. Earp left the meeting after Item J.**
 - **Absent: Taggart and Turley.**

- C. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS
 - C.1 Oath of Office and swearing in of Director
 - **The Oath of Office was taken by Director Franke.**

- D. PUBLIC COMMENT PERIOD
 - **None.**

Item I.4 was opened out of order for discussion.**I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION**

- I.4 Consider adoption of Resolution 2021-06-30-001 directing Staff to hire personnel in accordance with adopted budgets to operate the Authority's infrastructure system.
- **Mr. Moore noted that the Technical Committee recommended that the Board adopt a resolution indicating their preference is to operate the Authority's infrastructure with in-house personnel.**
 - **Mr. Kite stated that the Authority should consider cost saving measures or at the least look at outside operations versus inside operations costs.**
 - **Mr. Earp noted that individual entity's operating portions within their system would be less expensive, but he would be concerned about operational excellency not just cost savings.**
 - **Ms. Hughson asked if hiring an outside entity to operate was considered.**
 - **Mr. Earp noted that it was considered and that consistency of care is an issue.**
 - **Mr. Hughson noted that many times outside entities have a deep bench for any problems that arise. She suggests the Authority consider hiring an outside group for 2-4 years, then transition to internal operations.**
 - **Mr. Earp stated that there is wisdom in the difficulty in onboarding so many employees at one time.**
 - **Mr. Ramos noted that is an opportunity to recruit good people to run the facilities; he wants to ensure that there is a commitment to good service and water quality.**
 - **Mike Taylor noted that he lived through an experience where operations were transferred from an outside entity and it was obvious that they had sacrificed maintenance.**
 - **Mr. Allen stated that his preference is to keep operations in-house as that is what the Authority has been building towards.**
 - **Tom Taggart made the following comments as a member of the public, not as a voting member:**
 - **Operations can be successful either directly or through contracts**
 - **He suggested that a process be utilized to evaluate direct versus contract operations. Strength of contracts would be key to success.**
 - **Mr. Moore noted that a process can be devised to evaluate the various options discussion.**

- **Mr. Samford would want to include performance based contract for any contract operations.**
- **Mr. Betz noted that having a “hired gun” operator worked well for him on concrete plants.**
- **Motion to direct Staff to prepare an analysis for operations of the system by 1) outsourcing, 2) in-house or 3) a hybrid approach was made by Mr. Earp, seconded by Mr. Ramos and approved on a 11-0 vote.**

E. CONSENT AGENDA

- E.1 Consider approval of minutes of the Regular Meeting held May 26, 2021.
- E.2 Consider approval of the financial reports for April 2021 and May 2021.
 - **Motion to approve the consent agenda items as presented was made by Mr. Samford, seconded by Mr. Ramos and approved on a 9-0 vote.**

F. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- G.1 Report on Technical Committee activities.
- G.2 Report on Administrative Committee activities.
- G.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.
 - **No items opened.**

H. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **Mr. Gershon presented the basic rules under which the Board may utilize hybrid virtual/in-person meetings after the Governor ends the emergency declaration.**
- **No action.**

I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- I.1 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- **Ryan Sowa provided an update.**
 - **Mr. Neffendorf asked if the construction contingency tie up any of the TWDB funding.**
 - **Mr. Sowa responded that it does not, it is simply a tracking mechanism for the Authority.**
 - **Mr. Neffendorf asked about the comparison of the land acquisition schedule compared to earlier expectations.**
 - **Mr. Sowa responded that Segments C, D & E have lagged slightly, but not affecting the critical path.**
 - **No Action.**
- I.2 Update and discussion regarding the status of the Authority's Phase 1B Program Schedule.
- **Ryan Sowa provided an update.**
 - **No Action.**
- I.3 Discussion and possible direction to Staff regarding the addition of a new delivery point at the Authority's Phase 1B Booster Pump Station site for Maxwell Special Utility District as requested by Canyon Regional Water Authority as recommended by the Technical Committee.
- **Motion to direct Staff to continue discussion with Canyon Regional Water Authority on the addition of a delivery point at the Booster Pump Station site was made by Mr. Ramos, seconded by Mr. Neffendorf and approved on a 9-0 vote.**
- I.5 Discussion of the draft Authority budget for FY 2021-22; and possible direction to staff.
- **Mr. Moore presented the draft budget for FY 2021-22 and noted that the full budget will be presented for possible adoption in July.**
 - **No Action.**
- I.6 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff.
- **Mr. Moore provided an update the 87th Legislative session**
 - **No Action.**
- I.7 Consider adoption of Resolution 2021-06-30-002 making appointments to the Authority's Technical Committee.
- **Motion to adopt Resolution 2021-06-30-002 appointing Regina Franke to the Technical Committee in addition to the existing members of**

Blake Neffendorf, James Earp, Tom Taggart, Humberto Ramos, Tim Samford and Lee Urbanovsky as a non-voting member, was made by Mr. Ramos, seconded by Mr. Samford and approved on a 9-0 vote.

I.8 Consider adoption of Resolution 2021-06-30-003 making appointments to the Authority's Administrative Committee.

- **Motion to adopt Resolution 2021-06-30-003 appointing Regina Franke to the Administrative Committee in addition to the existing members of Jane Hughson, Humberto Ramos and Micah Grau as a non-voting member, was made by Mr. Neffendorf, seconded by Mr. Ramos and approved on a 9-0 vote.**

J. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS

- **None.**

K.1 The Board of Directors recessed into Executive Session at 4:31 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 5:16 p.m.

K.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.
 - **Motion to authorize the Executive Director to proceed as directed in Executive Session was made by Mr. Neffendorf, seconded by Mr. Allen and approved on a 8-0 vote.**

D. Consideration of Resolution 2021-06-30-004 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property

interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; 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 2021-06-30-004 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions as presented was made by Mr. Ramos, seconded by Mr. Allen and approved on a 8-0 vote.**

K. ADJOURNMENT

- **Meeting was adjourned at 5:19 p.m. based on the motion by Mr. Neffendorf, seconded by Mr. Ramos on a 8-0 vote.**

APPROVED: _____, 2021

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

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BOARD MEMBER PACKETS

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D.2 Consider approval of the financial report for June 2021. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Attached is the financial report for the period ending in June 2021.

Attachment(s)

- 2021 06 30 Financial Report

Board Decision(s) Needed:

- Approval of the financial report for the period ending June 2021.



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
June 30, 2021**

Alliance Regional Water Authority

Balance Sheet

As of June 30, 2021

07/20/21

Accrual Basis

	<u>Jun 30, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-542,484.67
1010 · Broadway Savings (4415)	370,868.56
	<hr/>
Total 1004 · Broadway Bank	-171,616.11
1015 · TexStar (3310)	2,067,570.18
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	1,340,407.57
1052 · Kyle Debt Service (2787)	1,048,687.76
1055 · San Marcos Debt Service (6390)	1,222,502.30
1056 · Buda Debt Service (6391)	242,568.79
	<hr/>
Total 1050 · Broadway Bank (Reserved)	3,854,166.42
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	335,053.18
1106 · BOKF, Escrow, Kyle Series 2015B	221,937.37
1107 · BOKF, Escrow, CRWA Series 2017A	301,542.80
1108 · BOKF, Escrow, Kyle Series 2017B	271,280.61
1109 · BOKF, Escrow, SM Series 2017C	383,592.94
1110 · BOKF, Escrow, Buda Series 2017D	43,175.36
1111 · BOKF, Escrow, CRWA Series 2019A	24,647,040.57
1112 · BOKF, Escrow, Kyle Series 2019B	22,476,944.25
1113 · BOKF, Escrow, SM Series 2019C	28,647,040.06
1114 · BOKF, Escrow, Buda Series 2019D	3,980,436.75
1115 · BOKF, Escrow, CRWA Series 2020A	29,067,832.64
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,345,853.77
1117 · BOKF, Escrow, Kyle Series 2020B	26,507,071.98
1118 · BOKF, Escrow, Kyle 2020B-LM68	7,605,706.73
1119 · BOKF, Escrow, SM Series 2020C	33,777,685.27
1120 · BOKF, Escrow, SM 2020C-LM69	9,685,900.03
1121 · BOKF, Escrow, BUDA Series 2020D	4,686,733.75
1122 · BOKF, Escrow, Buda 2020D-LM70	1,365,126.86
	<hr/>
Total 1100 · Escrow Accounts	202,349,954.92
	<hr/>
Total Checking/Savings	208,100,075.41
Accounts Receivable	
1201 · Accounts Receivable, GBRA	731,936.98
	<hr/>
Total Accounts Receivable	731,936.98
	<hr/>
Total Current Assets	208,832,012.39
Fixed Assets	
1405 · Engineering & Construction Cost	2,402,294.20
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	63,060.47
1420-02 · Hydrogeologic Support	178,252.75
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	45,251.01
	<hr/>
Total 1420 · Projects in Progress (Cash)	416,659.39

Alliance Regional Water Authority
Balance Sheet
As of June 30, 2021

07/20/21

Accrual Basis

	Jun 30, 21
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	50,760.00
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	59,368.12
	906,330.00
Total 1430 · Projects in Progress Eng (Cash)	
1440 · Projects in Prog Eng. (Finance)	
1440-01 · Engineering-Phase 1A Pipeline	539,976.34
1440-02 · Engineering-Phase 1A Pump Stat	748,167.89
1440-03 · Engineering-ROW Acquisition	409,590.45
1440-04 · Phase 1A Const Observation	795,707.16
1440-05 · Phase 1A-Construction Trailer	56,055.87
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	5,142,172.37
1440-08 · Phase 1A Segment B Construction	3,792,317.60
1440-15 · Land Acquisition Phase 1B	9,901,535.84
1440-16 · Phase 1B-Owners Rep	8,095,656.59
1440-17 · Phase 1B Environmental	2,605,159.76
1440-18 · Phase 1B Segment A Design	2,631,877.70
1440-19 · Phase 1B Segment B Design	2,500,524.50
1440-20 · Phase 1B Segment C Design	2,904,239.44
1440-21 · Phase 1B Segment D Design	2,151,776.17
1440-22 · Phase 1B Segment E Design	1,549,028.00
1440-23 · Phase 1B Land Attorney	779,829.21
1440-24 · Phase 1B Hydrogeology	450,683.15
1440-25 · Phase 1B WTP Design	4,466,549.32
1440-26 · Raw Water Infr.	1,457,947.00
1440-27 · Phase 1B Program Survey	2,959,372.50
1440-28 · Phase 1B BPS Design	2,504,383.01
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	87,116.93
1440-31 · Construction Mgmt & Inspection	352,589.59
1440-32 · Phase 1B Construction ARWA Only	2,335,575.00
	62,692,125.01
Total 1440 · Projects in Prog Eng. (Finance)	
1447 · Land & Easements	943,215.70
1448 · Capitalized Interest	
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
	693,363.55
Total 1448 · Capitalized Interest	
Total Fixed Assets	68,053,987.85
Other Assets	
1900 · Deferred Outflow	20,688.14
	20,688.14
Total Other Assets	
TOTAL ASSETS	276,906,688.38

Alliance Regional Water Authority

Balance Sheet

As of June 30, 2021

07/20/21

Accrual Basis

	Jun 30, 21
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	477,362.91
Total Accounts Payable	477,362.91
Credit Cards	
2006 · Chase Bank VISA Card	9,365.73
Total Credit Cards	9,365.73
Other Current Liabilities	
2102 · 401(a) Liability	3,011.20
2103 · Net Pension Liability	-2,332.00
2104 · Pension Deferred Inflows	1,479.00
2106 · Accrued Vacation	42,151.49
2300 · Accrued Costs	330,643.18
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	22,226.71
2352 · Accrued Int Payable, Kyle 2015B	32,282.82
2353 · Accrued Int Payable, CRWA 2017A	87,585.57
2354 · Accrued Int Payable, Kyle 2017B	79,873.29
2355 · Accrued Int Payable, SM 2017C	65,070.72
2356 · Accrued Int Payable, Buda 2017D	9,254.25
2357 · Accrued Int Payable, CRWA 2019A	205,304.40
2358 · Accrued Int Payable, Kyle 2019B	187,324.29
2359 · Accrued Int Payable, SM 2019C	154,614.42
2360 · Accrued Int Payable, Buda 2019D	21,930.39
2361 · Accrued Int Payable, CRWA 2020A	556,341.72
2362 · Accrued Int Payable, Kyle 2020B	507,327.48
2363 · Accrued Int Payable, SM 2020C	354,757.70
2364 · Accrued Int Payable, Buda 2020D	50,240.52
Total 2350 · Accrued Interest Payable	2,334,134.28
Total Other Current Liabilities	2,709,087.15
Total Current Liabilities	3,195,815.79
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
2511 · Bond Payable, CRWA Series 2020A	37,865,000.00
2512 · Bond Payable, Kyle Series 2020B	34,530,000.00
2513 · Bond Payable, SM Series 2020C	43,955,000.00
2514 · Bond Payable, Buda Series 2020D	6,225,000.00
Total Long Term Liabilities	244,560,000.00
Total Liabilities	247,755,815.79

Alliance Regional Water Authority
Balance Sheet
As of June 30, 2021

	<u>Jun 30, 21</u>
Equity	
2925 · Net Investment in Capital Asset	19,754,427.98
2950 · Retained Earnings	6,088,578.07
Net Income	3,307,866.54
Total Equity	<u>29,150,872.59</u>
TOTAL LIABILITIES & EQUITY	<u><u>276,906,688.38</u></u>

Alliance Regional Water Authority

Profit Loss

For the One Month and Nine Months Ended June 30, 2021

	June 2021	October 2020 June 2021
Ordinary Income/Expense		
Income		
4010 · Project Contribution		
4011 · City of San Marcos	0.00	2,064,945.76
4012 · City of Kyle	0.00	1,424,514.94
4013 · City of Buda	0.00	295,552.56
4014 · Canyon Regional Water Authority	0.00	1,588,202.86
4015 · GBRA	0.00	4,256,689.54
Total 4010 · Project Contribution	0.00	9,629,905.66
4200 · Shared Water		
4210 · Shared Water, City of Buda	35,836.00	251,153.96
Total 4200 · Shared Water	35,836.00	251,153.96
4250 · Non Potable Water Sales	3,375.50	28,850.88
4300 · Broadway Interest Income		
4311 · City of San Marcos	68.99	577.60
4312 · City of Kyle	57.81	489.11
4313 · City of Buda	4.65	51.46
4314 · Canyon Regional Water Authority	71.24	578.84
Total 4300 · Broadway Interest Income	202.69	1,697.01
4350 · Escrow Accounts Income		
4351 · BOKF, CRWA Series 2015A	5.30	48.67
4352 · BOKF, Kyle Series 2015B	3.51	32.23
4353 · BOKF, CRWA Series 2017A	4.77	199.68
4354 · BOKF, Kyle Series 2017B	4.29	181.58
4355 · BOKF, SM Series 2017C	6.06	236.74
4356 · BOKF, Buda Series 2017D	0.68	31.25
4357 · BOKF, CRWA Series 2019A	389.81	3,716.78
4358 · BOKF, Kyle Series 2019B	355.49	3,389.53
4359 · BOKF, SM Series 2019C	453.07	4,319.83
4360 · BOKF, Buda Series 2019D	62.96	600.56
4361 · BOKF, CRWA Series 2020A	459.70	2,973.64
4362 · BOKF, CRWA Series 2020A-LM67	131.99	853.77
4363 · BOKF, Kyle Series 2020B	419.20	2,824.99
4364 · BOKF, Kyle Series 2020B-LM68	120.28	664.72
4365 · BOKF, SM Series 2020C	534.19	3,599.77
4366 · BOKF, SM Series 2020C-LM69	153.18	846.53
4367 · BOKF, Buda Series 2020D	74.12	499.79
4368 · BOKF, Buda Series 2020D-LM70	21.59	119.32
Total 4350 · Escrow Accounts Income	3,200.19	25,139.38
4370 · TexStar Interest Income		
4371 · City of San Marcos	8.07	446.22
4372 · City of Kyle	6.34	350.54
4373 · City of Buda	1.14	63.20
4374 · Canyon Regional Water Authority	6.96	384.38
Total 4370 · TexStar Interest Income	22.51	1,244.34
Total Income	42,636.89	9,937,991.23

Alliance Regional Water Authority Profit Loss

For the One Month and Nine Months Ended June 30, 2021

	<u>June 2021</u>	<u>October 2020 June 2021</u>
Expenses		
6000 · Groundwater Reservation Costs	70,037.88	989,551.91
6010 · Shared Water Costs		
6015 · Shared Water, City of Kyle	23,306.36	190,027.50
6020 · Shared Water, City of San Marcos	21,710.00	119,765.96
Total 6010 · Shared Water Costs	45,016.36	309,793.46
6200 · Plant Operations & Maintenance	262.06	12,163.55
7125 · Auditing fees	0.00	10,930.00
7210 · Bank Fees	222.39	2,711.12
7220 · Escrow and Paying Agent Fees	0.00	3,150.00
7240 · Bond Issue Costs		
7240-11 · Bond Issue Costs - CRWA 2020A	0.00	454,591.00
7240-12 · Bond Issue Costs - Kyle 2020B	0.00	420,161.00
7240-13 · Bond Issue Costs - SM 2020C	0.00	495,311.00
7240-14 · Bond Issue Costs - Buda 2020D	0.00	173,234.95
Total 7240 · Bond Issue Costs	0.00	1,543,297.95
7250 · Interest Expense		
7250-51 · Interest Expense - CRWA 2015A	4,921.50	45,093.08
7250-52 · Interest Expense - Kyle 2015B	7,173.96	64,565.63
7250-53 · Interest Expense - CRWA 2017A	19,463.46	175,171.13
7250-54 · Interest Expense - Kyle 2017B	17,749.62	159,746.61
7250-55 · Interest Expense - SM 2017C	14,460.16	130,141.48
7250-56 · Interest Expense - Buda 2017D	2,056.50	18,508.50
7250-57 · Interest Expense - CRWA 2019A	45,623.20	410,608.85
7250-58 · Interest Expense - Kyle 2019B	41,627.62	374,648.61
7250-59 · Interest Expense - SM 2019C	34,358.76	309,228.78
7250-60 · Interest Expense - Buda 2019D	4,873.42	43,860.76
7250-61 · Interest Expense - CRWA 2020A	101,153.04	556,341.72
7250-62 · Interest Expense - Kyle 2020B	92,241.36	507,327.48
7250-63 · Interest Expense - SM 2020C	64,501.40	354,757.70
7250-64 · Interest Expense - Buda 2020D	9,134.64	50,240.52
Total 7250 · Interest Expense	459,338.64	3,200,240.85
7325 · Dues	0.00	7,655.00
7350 · Insurance - Liability, E&O	0.00	2,422.98
7400 · Legal Fees	12,314.50	59,208.09
7410 · Newspaper Public Notices	1,854.67	3,556.37
7425 · Contract Services-Lobbyist	6,000.00	54,000.00
7430 · Agency Mgmt Public Relations	5,163.00	28,354.43
7440 · Region L Contributions	0.00	484.53
7450 · Permit & Fees	0.00	74,454.43
7500 · Supplies	783.52	12,872.54
7600 · Telephone, Telecommunications	0.00	795.07
7700 · Travel, Conferences & Meetings	75.61	794.72

Alliance Regional Water Authority Profit Loss

For the One Month and Nine Months Ended June 30, 2021

	<u>June 2021</u>	<u>October 2020 June 2021</u>
7800 · Employee Expenses		
7810 · Salaries and wages	24,298.30	243,939.00
7820 · Auto Allowance	969.24	9,692.40
7821 · Phone Allowance	207.70	2,077.00
7830 · Payroll taxes	1,917.14	17,447.66
7840 · Employee Insurance	2,507.04	22,037.55
7850 · Retirement	1,737.42	17,490.33
7860 · Licenses & Permits	0.00	1,003.75
Total 7800 · Employee Expenses	31,636.84	313,687.69
Total Expenses	632,705.47	6,630,124.69
Net Ordinary Income	-590,068.58	3,307,866.54
Net Income	-590,068.58	3,307,866.54

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

June 2021

Type	Date	Name	Split	Amount	Balance
2006 - Chase Bank VISA Card					3,491.89
Credit Card Charge	05/24/2021	Home Depot	7500 - Supplies	24.98	3,516.87
Credit Card Charge	05/25/2021	Adobo Acropuro	7500 - Supplies	16.99	3,533.86
Credit Card Charge	05/26/2021	Dans Hamburgers	7700 - Travel, Conferences & Me...	23.13	3,556.99
Credit Card Charge	05/26/2021	Squarespace Inc	7500 - Supplies	28.15	3,585.14
Credit Card Charge	05/27/2021	Grainger	7500 - Supplies	399.99	3,985.13
Credit Card Charge	05/28/2021	Verizon	7600 - Telephone, Telecommunic...	88.38	4,073.51
Credit Card Charge	05/28/2021	Pedernales Electric	6200 - Plant Operations & Mainte...	96.47	4,169.98
Credit Card Charge	06/01/2021	Stamps Com	7500 - Supplies	18.17	4,188.15
Credit Card Credit	06/01/2021	Sunbelt Rentals	6200 - Plant Operations & Mainte...	-15.70	4,172.45
Credit Card Charge	06/02/2021	Office Depot	7500 - Supplies	79.98	4,252.43
Credit Card Charge	06/04/2021	Hays County	1440-20 - Phase 1B Segment C ...	110.00	4,362.43
Credit Card Charge	06/04/2021	Hays County	1440-20 - Phase 1B Segment C ...	4,400.00	8,762.43
Credit Card Charge	06/04/2021	UPS Store	7500 - Supplies	6.00	8,768.43
Credit Card Charge	06/07/2021	Top Gunn Equipment	6200 - Plant Operations & Mainte...	374.88	9,143.31
Credit Card Charge	06/08/2021	HEB	6200 - Plant Operations & Mainte...	11.41	9,154.72
Credit Card Charge	06/08/2021	Food Fuel Express	6200 - Plant Operations & Mainte...	23.47	9,178.19
Credit Card Charge	06/09/2021	Marina Garage	7500 - Supplies	10.00	9,188.19
Credit Card Credit	06/09/2021	Top Gunn Equipment	6200 - Plant Operations & Mainte...	-132.00	9,056.19
Credit Card Charge	06/10/2021	United Site Service	1440-05 - Phase 1A-Construction...	255.65	9,311.84
Credit Card Charge	06/10/2021	Rackspace	7500 - Supplies	232.00	9,543.84
Credit Card Charge	06/14/2021	Mobile Mini	1440-05 - Phase 1A-Construction...	598.45	10,142.29
Check	06/15/2021	Chase	1005 - Broadway Checking (8040)	-3,344.19	6,798.10
Credit Card Charge	06/15/2021	Solve Networks	7500 - Supplies	320.13	7,118.23
Credit Card Charge	06/16/2021	Rackspace	7500 - Supplies	117.24	7,235.47
Credit Card Charge	06/17/2021	Amtek Information	1440-18 - Phase 1B Segment A ...	99.99	7,335.46
Credit Card Charge	06/17/2021	Amtek Information	1440-28 - Phase 1B BPS Design	99.99	7,435.45
Credit Card Charge	06/17/2021	Coopers BBQ	7700 - Travel, Conferences & Me...	42.64	7,478.09
Credit Card Charge	06/22/2021	Sea Island Shrimp House	7700 - Travel, Conferences & Me...	32.97	7,511.06
Credit Card Charge	06/23/2021	Lockhart Post Register	7410 - Newspaper Public Notices	428.41	7,939.47
Credit Card Charge	06/23/2021	Lockhart Post Register	7410 - Newspaper Public Notices	480.76	8,420.23
Credit Card Charge	06/24/2021	Barton Publications	7410 - Newspaper Public Notices	945.50	9,365.73
Total 2006 - Chase Bank VISA Card				5,873.84	9,365.73
TOTAL				5,873.84	9,365.73

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- D.3** Consider the quarterly investment report for the period ending June 30, 2021. ~
Graham Moore, P.E., Executive Director
-

Background/Information

Attached is the quarterly investment report for the period ending June 30, 2021.

Attachment(s)

- 2021 06 30 Quarterly Investment Report

Board Decision(s) Needed:

- Approval of the quarterly investment report for the period ending June 30, 2021.

Alliance Regional Water Authority



Quarterly Investment Report Ending as of June 30, 2021

Submitted by:

A handwritten signature in blue ink, appearing to read 'G. Moore', is written over a horizontal line.

Graham Moore – Alliance Regional Water Authority Investment Officer

The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256) and the Authority's Investment Policy. The report includes an analysis of the cash accounts and investments, an analysis versus the benchmark and rates of returns for the pooled accounts.

**Alliance Regional Water Authority
Quarterly Investment Report
March 31, 2021 – June 30, 2021**

Portfolio Allocation Analysis

Portfolio as of March 31, 2021

Portfolio as of June 30, 2021

Beginning Book Value \$217,139,358.31
Beginning Market Value \$217,139,358.31
Unrealized Gain / Loss - 0 -

Ending Book Value \$208,717,560.09
Ending Market Value \$208,717,560.09
Accrued Interest \$11,155.75
Change in Unrealized Gain/Loss - 0 -

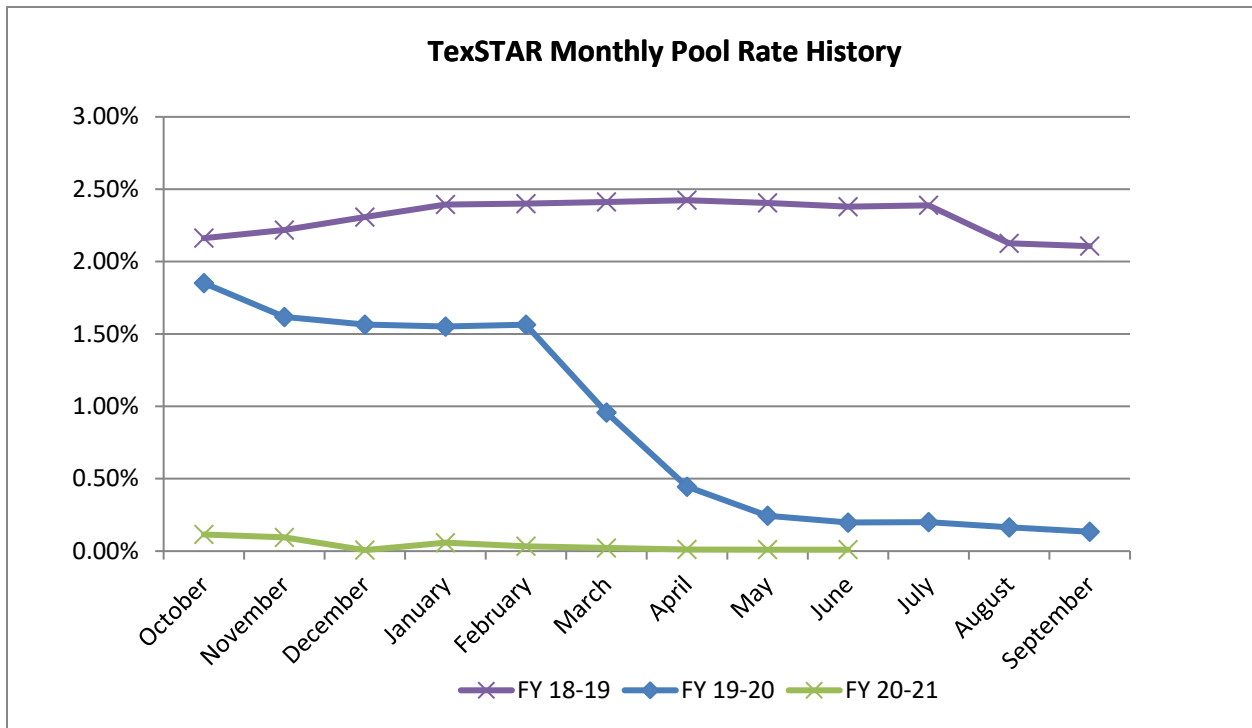
Schedule of Cash Accounts and Investments		
	As of March 31, 2021	As of June 30, 2021
Funds in Investment Pools		
TexSTAR Balance	\$6,567,449.48	\$2,067,570.18
Deposits to TexSTAR in Period	\$10,000,000.00	\$0.00
Accrued Interest	\$843.94	\$120.70
Percentage of Total Portfolio	3.0%	0.99%
Funds in Checking Accounts		
Broadway Balance	\$75,000.00	\$75,000.00
Deposits to Checking in Period	\$4,452,716.23	\$42,372.68
Percentage of Total Portfolio	0.0%	0.0%
Funds in Reserve Accounts		
Reserves Balance	\$3,741,848.74	\$3,854,166.42
Deposits to Reserves in Period	\$4,022,770.03	\$112,039.75
Percentage of Total Portfolio	1.1%	1.1%
Funds in Savings Accounts		
Broadway Balance	\$1,114,807.79	\$370,868.56
Deposits to Savings in Period	\$5,500,000.00	\$4,500,000.00
Accrued Interest	\$299.11	\$135.43
Percentage of Total Portfolio	0.5%	0.2%

Funds in Escrow Accounts		
BoKF - 2015A (CRWA)	\$335,035.94	\$335,053.18
BoKF - 2015B (Kyle)	\$221,925.96	\$221,937.37
BoKF - 2017A (CRWA)	\$301,527.16	\$301,542.80
BoKF - 2017B (Kyle)	\$271,266.54	\$271,280.62
BoKF - 2017C (San Marcos)	\$383,573.04	\$383,592.94
BoKF - 2017D (Buda)	\$43,173.12	\$43,175.36
BoKF - 2019A (CRWA)	\$24,645,762.18	\$24,647,040.57
BoKF - 2019B (Kyle)	\$22,475,778.43	\$22,476,944.25
BoKF - 2019C (San Marcos)	\$28,645,554.22	\$28,647,040.06
BoKF - 2019D (Buda)	\$3,980,230.29	\$3,980,436.75
BoKF - 2020A (CRWA)	\$37,411,762.72	\$37,413,686.41
BoKF - 2020B (Kyle)	\$37,411,762.72	\$34,112,778.71
BoKF - 2020C (San Marcos)	\$43,461,350.54	\$43,463,585.30
BoKF - 2020D (Buda)	\$6,051,549.44	\$6,051,860.61
Deposits to Escrow in Period	\$0.00	\$0.00
Accrued Interest	\$9,352.49	\$10,441.69
Percentage of Total Portfolio	94.7%	96.9%
Total Investments & Cash Accounts	\$217,139,358.31	\$ 208,717,560.09

Benchmark Analysis	
Benchmark (US Treasury – Daily Bill Rates: 4 weeks)	0.017%
TexSTAR Average Monthly Rate	0.0104%
Average Weighted Maturity	42.0 Days

Schedule of TexSTAR Monthly Rate History October 1, 2017 – June 30, 2021

<u>Month</u>	<u>Average Monthly Rate (FY 17-18)</u>	<u>Average Monthly Rate (FY 18-19)</u>	<u>Average Monthly Rate (FY 19-20)</u>	<u>Average Monthly Rate (FY 20-21)</u>	<u>Average Rate Variance</u>
October	1.05%	2.16%	1.85%	0.12%	-1.74%
November	1.07%	2.22%	1.62%	0.09%	-1.52%
December	1.18%	2.31%	1.56%	0.01%	-1.56%
January	1.29%	2.39%	1.55%	0.06%	-1.49%
February	1.35%	2.40%	1.56%	0.03%	-1.53%
March	1.50%	2.41%	0.96%	0.02%	-0.94%
April	1.63%	2.42%	0.44%	0.01%	-0.43%
May	1.73%	2.40%	0.24%	0.01%	-0.23%
June	1.83%	2.38%	0.20%	0.01%	-0.19%
July	1.90%	2.39%	0.20%		
August	1.92%	2.13%	0.16%		
September	2.00%	2.11%	0.13%		



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

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

Background/Information

The following items were discussed by the Committee at its 7/14 meeting:

- Received an update on the Phase 1B program (Item H.2).
- Recommended Board authorize Staff to enter into all necessary agreement with GVEC to provide electrical power to the water treatment plant and Authority well field (Item H.3).
- Recommended Board approve the Master Agreement and Work Order #1 with HVJ for the Material Testing on the Phase 1B Program (Item H.4).
- Recommended Board approve Staff to continue discussions with the City of Kyle on the addition of a delivery point for Kyle on the Segment C pipeline (Item H.5).
- Recommended Board approve the Work Order with AECOM for the Blanco Basin Wastewater Treatment Plant Feasibility Study Update (Item H.6).
- Recommended Board approve the Authority Budget for FY 2021-22 (Item H.7).
- Received a presentation of the Authority's construction change order limits.
- Received an update on the 87th legislative session (Item H.9).
- Received an update on area water meetings (Item G.2).

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- 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 July 13th. It was announced that the General Manager, Greg Sengelmann is retiring effective July 31st. The Administrative Assistant, Laura Martin, was named the Interim General Manager effective August 1st while they continue to search for a permanent replacement.

Plum Creek Conservation District (PCCD)

The PCCD met on July 20th. No items were on the agenda that would affect the Authority.

Groundwater Management Area 13

The groundwater districts are currently holding public meetings on the desired future conditions. The only comment received so far is from a group near Laredo that is requesting 45,000 acre-feet per year of brackish Carrizo water. This production is not anticipated to affect the aquifer in the area of the Authority's well field.

Region L Planning Group

The next Region L meeting is scheduled for Thursday, August 5th.

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, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- 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.*

EXECUTIVE DIRECTOR

Log and Calendar of Events

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

**Executive Director
Log of Activities**

June						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<i>1-Jun</i>	<i>2-Jun</i>	<i>3-Jun</i>	<i>4-Jun</i>	<i>5-Jun</i>
		Seg A Release of Funds Request	Ph 1B Monthly Check-In Mtg	IRWA Presentation Coordination	Technical Cmte packet	
		PCCD Modification Request	Budget update	ROW Weekly Meeting	Hays County Permitting	
<i>6-Jun</i>	<i>7-Jun</i>	<i>8-Jun</i>	<i>9-Jun</i>	<i>10-Jun</i>	<i>11-Jun</i>	<i>12-Jun</i>
	Weekly ROW Call	Garney Proposal Debrief	IRWA Presentation	Meeting with Tommy McClung	Meeting with Ohnheisers	
	Review land acquisition changes	PR Check-In	1B Update with Sowa	TCDRS webinar	Weekly ROW Meeting	
	Coordinate for ACEA presentation		Technical Cmte Meeting		WTP Site Rendering Discussion	
<i>13-Jun</i>	<i>14-Jun</i>	<i>15-Jun</i>	<i>16-Jun</i>	<i>17-Jun</i>	<i>18-Jun</i>	<i>19-Jun</i>
	Weekly ROW Call	Project Advisory Cmte Mtg	PTO	PTO	PTO	
	ACEA Virtual Presentation	MWH Debrief				
	CRWA Board Meeting					
<i>20-Jun</i>	<i>21-Jun</i>	<i>22-Jun</i>	<i>23-Jun</i>	<i>24-Jun</i>	<i>25-Jun</i>	<i>26-Jun</i>
	Weekly ROW Call	Mtg w/ Adam Telfer	Invoicing	GVSUD Board Meeting	Meeting w/ ACIPCO	
	County Line SUD Board Mtg	PR Check-In	Addenda for Seg A & BPS	Weekly ROW Meeting	Board Packet	
<i>27-Jun</i>	<i>28-Jun</i>	<i>29-Jun</i>	<i>30-Jun</i>			
	Weekly ROW Call	Mid-Year Review with Jason	1B Environmental meeting			
	Payments	Materials Testing agreement	Board Meeting			
	Addenda					

July 2021

July 2021							August 2021						
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	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 27	28	29	30	Jul 1 11:00am ARWA1B 12:00pm Lunch with 2:00pm ARWA1BSA - 2:00pm Segment A 3:00pm 1B BPS Pre-Bid 3:00pm ARWA1BBPSDP	2 9:30am ARWA1B - Land Acquisition Items (Microsoft Teams) 10:30am Appliance Shopping (Harway Appliances) - Graham	3
4	5 HOLIDAY	6 9:00am Alliance Water - Monthly Check-in (Microsoft Teams) 4:30pm ARWA (https://us02web.zoom.us/j/83270348612?)	7 1:30pm Meet on Maxwell and GBRA (CRWA office) - David Davenport	8 11:00am ARWA - Weekly ROW Discussion (Microsoft Teams) 11:00am ARWA1B Weekly ROW Call (Microsoft Teams)	9 10:00am Evans Meeting 10:30am GBC Meeting (GBRA Board Room) - Ryan Kelso 3:00pm ARWA1BWTP/RWI	10
11	12 1:30pm ARWA Phase 1B Weekly Progress 3:30pm ARWA1BLA - W014AC/W014C and 6:00pm CRWA Board Meeting (CRWA)	13 3:30pm Alliance Water Check-in (https://zoom.us/j/92544459235?pwd=cC9YVZ4eU1IbTBHL3RpTjRoRlZuQT09) 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	14 3:00pm Technical Committee Meeting (Virtual Only) - Graham Moore	15 10:00am ARWA1B - Easement 10:30am ARWA1B Weekly ROW Call 11:30am AWWA/WEAT 2:00pm	16 9:00am Project Advisory Committee Meeting (Virtual Meeting) - 1:30pm Phase 1C / 1D Technical Memo Review (2281 Jack C	17
18	19 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	20 1:00pm PCCD Meeting (Lockhart, Texas, United States)	21	22 10:00am Region L - Staff Work Group Meeting (SARA Offices) 11:00am ARWA1B Weekly ROW Call	23	24
	PTO - Vacation					
25	26 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	27 3:30pm Alliance Water Check-in (https://zoom.us/j/92544459235?pwd=cC9YVZ4eU1IbTBHL3RpTjRoRlZuQT09) -	28 10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD) - Graham Moore	29 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	30 9:00am Administrative Committee Meeting 2:00pm ARWA1BPRG - Bid Opening (Seg A 2:00pm Segment A & BPS - Receipt of	31

August 2021

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 1	2 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	3 8:00am ACEA Virtual Symposium 2021 - ACEA 5:00pm 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan	4	5 9:30am Region L Meeting (SAWS Customer Service) 11:00am ARWA1B Weekly ROW Call (Microsoft Teams)	6	7
8	9 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:00pm CRWA Board Meeting (CRWA Offices (850 Lakeside	10 3:30pm Alliance Water Check-in (https://zoom.us/j/92) 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	11 3:00pm Technical Committee Meeting (TBD)	12 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	13	14
15	16 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	17 1:00pm PCCD Meeting (Lockhart, Texas, United States)	18	19 9:30am WTP Groundbreaking (Wolf Run Road) 11:00am ARWA1B Weekly ROW Call (Microsoft Teams)	20 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	21
22	23 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	24 3:30pm Alliance Water Check-in (https://zoom.us/j/92544459235?pwd=cC9YVZ4eU1IbTBHL3RpTjRoRIZuQT09) -	25 10:00am CRWA Board of Managers Meeting (CRWA Offices)	26 9:30am WTP Groundbreaking - Backup Date (Wolf 11:00am ARWA1B Weekly ROW Call (Microsoft Teams)	27	28
29	30 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	31	Sep 1	2	3	4

September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1	2 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	3	4
5	6 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	7 9:00am Alliance Water - Monthly Check-in (Microsoft Teams) 3:30pm Alliance Water Check-in (https://zoom.us/j/92)	8 3:00pm Technical Committee Meeting (TBD)	9 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	10	11
12	13 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:00pm CRWA Board Meeting (CRWA Offices (850 Lakeside)	14 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	15	16 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	17 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore 9:30am GMA-13 Meeting (TBD)	18
19	20 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	21 1:00pm PCCD Meeting (Lockhart, Texas, United States) 3:30pm Alliance Water Check-in (https://zoom.us/j/92)	22 10:00am CRWA Board of Managers Meeting (CRWA Offices)	23 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	24	25
26	27 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	28	29	30 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	Oct 1	2

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.1** Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants. ~ *CD&P*
-

Background/Information

Arin Gray and Natalia Riusech will update the Board on their recent public relation activities.

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

H.2 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*

Background/Information

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

Attachment(s)

- Phase 1B Program Update – July 28, 2021
- Kimley-Horn Monthly Summary of Activities for June 2021

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
July 28, 2021

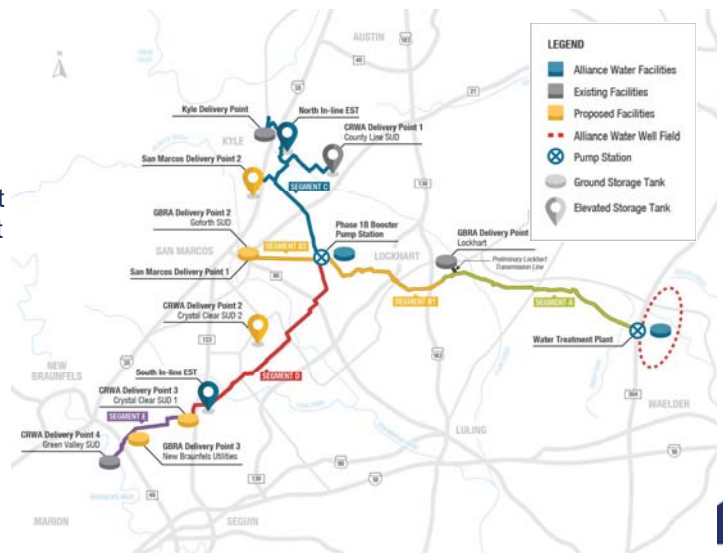


PRESENTED BY **Kimley»Horn**
Expect More. Experience Better.

Ongoing Progress

► Design Milestone Status

- Design Submittals
 - Pipeline Segment C (100%) – August
 - Pipeline Segment E (100%) – August
 - Inline EST (60%) – August
- TWDB Reviews
 - Segment A
 - Approved for Procurement
 - Booster Pump Station & Delivery Points
 - Approved for Procurement
 - Segment B
 - EFR and EDR Under Review



Ongoing Progress

► Procurement/Construction Status

- Water Treatment Plant & Raw Water Infrastructure
 - Ongoing coordination with selected contractor and TWDB
 - July 15 – anticipated NTP to contractor

- Pipeline Segment A / Booster Pump Station & Delivery Points
 - Pre-Proposal Meeting – July 1
 - Proposals Due – August 3
 - PAC Approval – August 20
 - Board Approval – August 25
 - Anticipated NTP – October 15



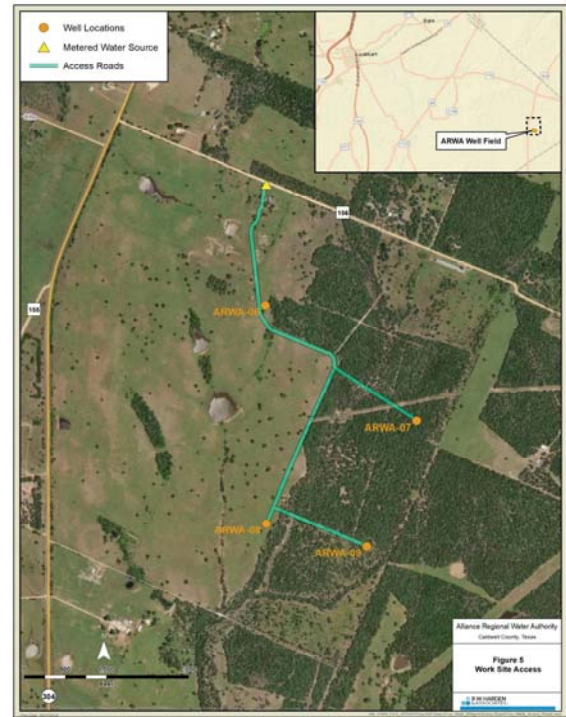
Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	STATUS						
		(A) Appraisal/Offer in Development	(B) Negotiation (Initial Offer)	(C) Negotiation (Final Offer)	(D) = (A+B+C) Appraisal / Negotiation	(E) Condemnation in Process	(F) = (D+E) Possession Still Needed	(G) Purchase Agreement Signed / Possession Obtained
A	39	0	0	0	0	4	4	35
B	52	0	0	0	0	24	24	28
D	57	0	0	9	9	29	38	19
C	74	29	18	10	57	10	67	7
E	37	10	4	4	18	16	34	3
Well Field	20	17	0	3	20	0	20	0
Total	279						187	92



Well Drilling Construction Progress

- ▶ Actual Progress (last 30 days)
 - Sites No. 7, 8, and 9
 - Wells Completed
 - Site No. 6
 - Finalizing Well
 - Pouring Well Pads
- ▶ Anticipated Progress (next 30 days)
 - Site No. 6
 - Finalize Well
 - Complete Well Pads
 - Substantial Completion Walkthrough



Budget Update

COST UPDATES BASED ON JUNE MILESTONE SUBMITTALS

		ORIGINAL (FEB. 2019)	REVISED	
	Construction Package	ARWA Total Projected Cost	ARWA Total Projected Cost	DIFFERENCE
Submittal (%) Combined Program Infrastructure				
Const.	Water Treatment Plant	\$ 25,200,000	\$ 29,600,000	\$ 4,400,000
100	Booster Pump Station & GBRA Meter Stations	\$ 12,100,000	\$ 12,900,000	\$ 800,000
30	Inline EST (South)	\$ 3,600,000	\$ 3,600,000	\$ 0
100	Pipeline Segment A	\$ 27,200,000	\$ 26,400,000	(\$ 800,000)
100	Pipeline Segment B	\$ 27,100,000	\$ 32,400,000	\$ 5,300,000
100	Pipeline Segment D	\$ 36,300,000	\$ 37,700,000	\$ 1,400,000
90	Pipeline Segment E	\$ 9,500,000	\$ 10,300,000	\$ 800,000
	Subtotal	\$141,000,000	\$152,900,000	\$ 11,900,000
ARWA-Only Infrastructure				
Const.	Well Drilling	\$ 3,800,000	\$ 3,300,000	(\$ 500,000)
Const.	Raw Water Infrastructure	\$ 7,000,000	\$ 10,700,000	\$ 3,700,000
100	ARWA Booster Pump Station & Delivery Points	\$ 7,700,000	\$ 4,900,000	(\$ 2,800,000)
30	Inline EST (North)	\$ 5,400,000	\$ 6,600,000	\$ 1,200,000
60	Pipeline Segment C	\$ 64,500,000	\$ 62,500,000	(\$ 2,000,000)
90	Pipeline Segment E (ARWA-Only)	\$ 6,700,000	\$ 11,400,000	\$ 4,700,000
No Design	Administration and Operations Building	\$ 4,300,000	\$ 4,200,000	(\$ 100,000)
	Subtotal	\$ 99,400,000	\$103,600,000	\$ 4,200,000
Total		\$240,400,000	\$256,500,000	\$16,100,000

JULY 2021 UPDATE

**NO CHANGE FROM
JUNE UPDATE**



Questions?

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

Federal Tax Id: 56-0885615

Invoice No: 068706604-0621
 Invoice Date: Jun 30, 2021
 Invoice Amount: \$ 220,124.69
 Project No: 068706604
 Project Name: ARWA PROGRAM YEAR 4
 Project Manager: SOWA, RYAN

Work Order No. 4
 Duration: March 2021 - Feb. 2022

Invoice Duration: June 1, 2021 to June 30, 2021

COST PLUS MAX

KHA Ref # 068706604.3-19192721

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	32,262.00	2,631.70	2,145.50	486.20
STAKEHOLDER COORDINATION	279,683.00	82,201.26	57,273.66	24,927.60
BUDGETING	110,861.00	55,693.40	43,467.45	12,225.95
SCHEDULE	81,192.00	26,718.45	18,928.80	7,789.65
REPORTING	47,110.00	21,265.00	13,992.50	7,272.50
DATA MANAGEMENT	91,576.00	31,314.03	24,147.39	7,166.64
ENVIRONMENTAL MANAGEMENT	84,390.00	35,549.25	23,548.25	12,001.00
LAND ACQUISITION MANAGEMENT	509,587.00	216,136.15	163,989.56	52,146.59
TWDB MANAGEMENT	83,558.00	19,031.25	11,592.50	7,438.75
DESIGN STANDARDS	84,403.00	36,811.24	28,723.74	8,087.50
ENGINEERING DESIGN MANAGEMENT	361,276.00	167,486.00	130,357.00	37,129.00
QUALITY ASSURANCE	17,966.00	4,017.75	4,017.75	0.00
ELECTRICAL POWER PLANNING	51,073.00	12,821.88	11,336.88	1,485.00
PERMIT COORDINATION/TRACKING	50,094.00	17,075.50	11,597.50	5,478.00
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	408,057.00	71,386.73	44,440.60	26,946.13
PROJECT ADMINISTRATION	52,870.00	15,426.55	11,495.38	3,931.18
OTHER SERVICES	78,995.00	25,562.25	19,949.24	5,613.01
ENVIRONMENTAL CONSTRUCTION PHASE SERVICES	260,480.00	0.00	0.00	0.00
Subtotal	2,685,433.00	841,128.38	621,003.69	220,124.69
Total COST PLUS MAX				220,124.69

Total Invoice: \$ 220,124.69

If you have questions regarding this invoice, please call Cecile Wells at (281) 612-9031.

July 23, 2021

Project Monthly Summary

June 2021 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 and presented the Technical Committee Update.
 - Prepared and presented the Board Meeting Update.
 - Prepared and presented the Project Advisory Committee Meeting Update.
 - Prepared for and held Monthly Status Meeting with Alliance Water.

- Task 3 – Budgeting
 - Prepared and presented the monthly Budget Update for the June Board meeting.
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Task 4 – Schedule
 - Prepared and presented the quarterly Schedule Update for the June Board meeting.
 - Revised 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 and distributed the monthly Program schedule summary.

- Task 6 – Data Management
 - Incorporated the appropriate documentation for parcels with approved acquisition through condemnation proceedings.
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for easement acquisition 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.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segments C and E.

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- 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 C, D, E, and W 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
 - Finalized and submitted the next Release of Funds request for Segment A Final Design.
 - Finalized and submitted the next Release of Funds request for WTP and RWI Construction Phase.
 - Continued coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.

- Task 10 – Design Standards
 - Revised and distributed the Front End Documents based on comments received during TWDB review of Segment A and BPS Contract Documents.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continued coordination with Design Consultant for final design and preparation for bidding.
 - Segment B
 - Continued coordination with Design Consultant for final design and preparation for bidding.
 - Segment C

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- Continue coordination with 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
 - Continued coordination with Design Consultant for final design and preparation for bidding.
 - Segment E
 - Continued 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 final design and procurement development.
 - Water Treatment Plant:
 - Continued coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for final design and procurement development.
 - Booster Pump Station:
 - Coordinated with Design Consultant for final design and preparation for bidding.
 - Inline Elevated Storage Tanks:
 - Continued coordination with Design Consultant for 60% 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 language 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, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - Continued coordination with Hays County concerning the Site Development Permit.
 - General Coordination with TxDOT.

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- Continued General Coordination with TxDOT.
- Continued General Coordination with GVEC and BBEC.
- On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - On-going coordination with WTP and RWI Design Consultants during the procurement phase.
 - Prepared for and attended WTP/RWI Pre-Construction Meeting.
 - On-going coordination with Segment A and BPS Design Consultants during the procurement phase.
- Task 16 – Other Services
 - Commissioning Planning
 - Continued evaluation of the Phase 1B infrastructure commissioning.

July 2021 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 the Technical Committee 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
 - Prepare and present the monthly Budget Update for the Board meeting.
 - 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. Develop and distribute schedule update and memorandum.
- Task 6 – Data Management
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for easement acquisition process and alignment changes.

- Task 7 – Environmental Management
 - Review the Segment C Hazmat Phase II and Technical Documents report prepared by the Environmental Consultant.
 - 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.
 - 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 C, D, E, and W 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 coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.

- Task 10 – Design Standards
 - Revise and distribute the Pipeline Construction Standards based on comments received during Segment A and BPS Advertising.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- Continue coordination with Design Consultant for final design and procurement development.
 - Segment B
 - Continue coordination with Design Consultant for final design and preparation for bidding.
 - Segment C
 - Begin review of the Segment C 100% design submittal prepared by the Design Consultant.
 - Continue coordination with Design Consultant for final design.
 - 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
 - Continue coordination with Design Consultant for final design and preparation for bidding.
 - Segment E
 - Begin review of the Segment E 100% design submittal prepared by the Design Consultant.
 - Continue coordination with Design Consultant for final design.
 - Wellfield:
 - Continue coordination regarding the construction of Wells 6-9.
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for pre-construction phase services.
 - Water Treatment Plant:
 - Continue coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for pre-construction phase services.
 - Booster Pump Station:
 - Coordination with Design Consultant for final design and procurement development.
 - Inline Elevated Storage Tanks:
 - Begin review of the 60% design submittal prepared by the Design Consultant.
 - Coordination with Design Consultant for 60% 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

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

- 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, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - General Coordination with GVEC and BBEC.
 - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - On-going coordination with Segment A and BPS Design Consultants during the procurement phase.
 - Prepare for and attend Segment A and BPS Pre-Proposal Meeting.
 - Prepare for and attend Segment A and BPS Bid Opening and distribute proposals to review teams.
 - Compiled proposal data from Segment A and BPS submittals and coordinated with design consultant for proposer references.
- Task 16 – Other Services
 - Finalize additional solar analysis and memo to address ARWA’s comments.
 - Commissioning Planning
 - Finalize the evaluation of the Phase 1B infrastructure commissioning for ARWA’s review.
 - 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:

59.9 % allotted by Contract (based on contract total fee)

55.7% to date of Billing

Design Consultant Certifications: N/A

Alliance Water – Phase 1B Infrastructure – Owner’s Representative

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	\$170,814.00	39.3%	\$73,868.98	\$53,952.50
CP&Y, Inc.	ABE; MBE	Program Standards, Compliance, and Project Management	\$926,211.00	20.2%	\$205,450.25	\$148,786.25
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$44,200.00	24.2%	\$11,786.24	\$10,309.57
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$446,290.00	43.2%	\$177,643.45	\$132,784.96
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$22,015.00	0.0%	\$-	\$-
		Subtotal	\$1,609,530.00	27.7%	\$468,748.92	\$345,833.29

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.3** Consider adoption of Resolution 2021-07-28-001 authorizing the Executive Director to execute all documents necessary with Guadalupe Valley Electrical Cooperative to provide electrical distribution and service to the Water Treatment Plant and the Authority's wells as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

In July 2019 the Authority entered into an agreement with the Guadalupe Valley Electrical Coop (GVEC) for construction of a primary electrical system and substation to serve the Water Treatment Plant and well fields for Alliance Water and GBRA.

An agreement is also warranted for the distribution side power from the substation to the Water Treatment Plant and the Alliance Water wells. The total estimated cost of the electrical distribution is \$305,000, which is less than what is currently in the Program budget. A portion of this amount will be shared with GBRA due to their participation in the Water Treatment Plant. GBRA will have a separate feeder for their wells.

A payment of \$100,000 will be due prior to initiation of construction with the final payment and true-up due at the end of construction. Below is the anticipated schedule:

Schedule

Acquire Easements for Distribution Line.....	June 2021
GVEC Stake/Design Distribution Line.....	June 2021
Procure Equipment and Materials.....	June to Dec 2021
Begin Construction of Distribution Line.....	Jan 2022 (+\$100,000)
Estimated Completion of Distribution Line.....	June 2022

Staff is requesting a recommendation from the Committee to the Board to authorize the Executive Director to sign and approve all necessary documents to provide for the distribution side electrical power to the Phase 1B Water Treatment Plant and Alliance Water Well Field.

Technical Committee Recommendation(s)

- Technical Committee unanimously recommended that the Authority authorize the Executive Director to execute all necessary documents with GVEC.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

Attachment(s)

- Resolution 2021-07-28-001
- ARWA-GVEC Agreement on Distribution Power
- Map of Anticipated Distribution Power

Board Decision(s) Needed:

- Adoption of Resolution 2021-07-28-001 authorizing the Executive Director to execute all necessary agreements with GVEC to provide electrical distribution and service to the Authority's Water Treatment Plant and Well Field.



ALLIANCE WATER

RESOLUTION NO. 20210728-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF THE AUTHORITY ALL NECESSARY DOCUMENTS FOR GUADALUPE VALLEY ELECTRICAL COOPERATIVE TO PROVIDE ELECTRICAL DISTRIBUTION AND SERVICE TO THE WATER TREATMENT PLANT AND THE AUTHORITY’S WELLS;

RECITALS:

1. In July 2019 the Alliance Regional Water Authority (Authority) entered into an agreement with the Guadalupe Valley Electrical Cooperative (GVEC) for construction of a primary electrical system and substation to serve the Authority’s Water Treatment Plant and well field (the “Authority Facilities”) Authority and the Guadalupe-Blanco River Authority well field.

2. The Authority needs distribution power extended from the primary power noted above to the Authority’s Facilities.

3. GVEC is the electrical retail provider for the area, therefore the Authority needs to enter into an agreement with GVEC to provide the power to the Authority’s Facilities.

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

SECTION 1. The Authority authorizes the Executive Director to execute on behalf of the Authority all necessary documents to provide electrical distribution and service to the Authority’s Facilities, provided the documents are reviewed and approved by the Authority’s Legal Counsel, Mike Gershon.

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

ADOPTED: July 28, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

Agreement between GVEC and ARWA for the Distribution Lines and Supply to the ARWA WTP and Well Sites 7, 8, and 9

Project Description: GVEC will plan, design, procure necessary materials, construct, and commission approximately 10,000 circuit feet of 24.9kV distribution lines with appurtenances to supply the Alliance Regional Water Authority (ARWA) WTP, ARWA Well Sites 7 and 9 located in GVEC’s territory, and ARWA Well Site 8 in Bluebonnet Electric Cooperative’s territory. The distribution supply system will be composed of a dedicated circuit to the WTP and a second non-dedicated circuit initially to the ARWA wells. The distribution system shall be in general accordance with the Exhibit 1.

Estimated Project Costs:

Engineering, Design, Staking, Equipment, Materials, Construction	\$220,000
Padmount 277/480V Transformers for WTP (1-3000kVA, 1-1000kVA)	\$46,000
OH 277/480V Transformer Banks/Service Drops/Metering to Wells 7, 8 & 9	\$27,000
24.9kV Capacitor Bank for WTP power factor correction	<u>\$12,000</u>
Estimated Total:	\$305,000

The \$305,000 is a cost estimate only. The first payment in the amount of \$100,000 will be due prior to the beginning of construction which is estimated to begin in January 2022. The final payment and or any adjustments to be made at the end of the project as described above. These monies shall be used solely for the purpose of the described project.

Schedule for Distribution Line and Service Deployment:

Acquire Easements for Distribution Line.....	June 2021
GVEC Stake/Design Distribution Line.....	June 2021
Procure Equipment and Materials.....	June to Dec 2021
Begin Construction of Distribution Line.....	Jan 2022 (+\$100,000)
Estimated Completion of Distribution Line.....	June 2022

Payment Schedule:

Payment in the amount of \$100,000 will be required prior to the beginning of construction. Final payment, with any applicable adjustments, is to be made upon completion of the project and prior to energization of the lines.

Alliance Regional Water Authority

By: _____
Graham Moore, Executive Director, ARWA

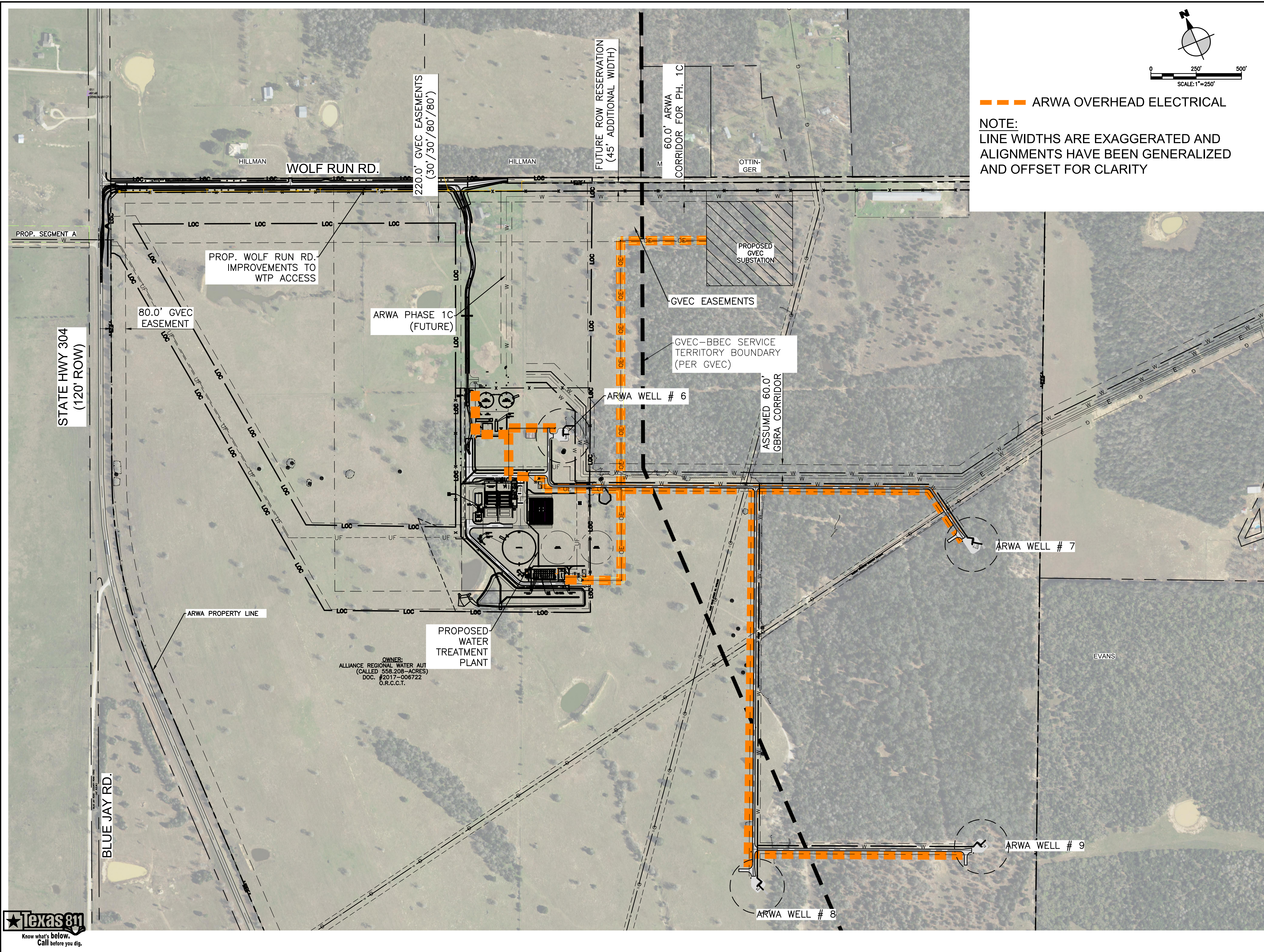
GVEC

By: _____
Name/Title _____

Date: _____

Date: _____

N:\ALLIANCE REGIONAL WATER AUTHORITY (HCP\UA)\150630 ENG SVC PPLN WELLS BOOSTER STA\060 PH. 1B RAW WATER IMPROVEMENTS\20-DRAWINGS\EXHIBITS-IMAGERY\ARWA\BRWL_BAKER RANCH.DWG, GVEC EXHIBIT3, 7/8/2021 10:34:09 AM, jsmameigo



--- ARWA OVERHEAD ELECTRICAL

NOTE:
LINE WIDTHS ARE EXAGGERATED AND
ALIGNMENTS HAVE BEEN GENERALIZED
AND OFFSET FOR CLARITY

STATE HWY 304
(120' ROW)

80.0' GVEC
EASEMENT

PROP. WOLF RUN RD.
IMPROVEMENTS TO
WTP ACCESS

ARWA PHASE 1C
(FUTURE)

220.0' GVEC EASEMENTS
(30' / 30' / 80' / 80')

FUTURE ROW RESERVATION
(45' ADDITIONAL WIDTH)

60.0' ARWA
CORRIDOR FOR PH. 1C

PROPOSED
GVEC
SUBSTATION

GVEC EASEMENTS

GVEC-BBEC SERVICE
TERRITORY BOUNDARY
(PER GVEC)

ARWA WELL # 6

ASSUMED 60.0'
GBRA CORRIDOR

ARWA WELL # 7

ARWA PROPERTY LINE

PROPOSED
WATER
TREATMENT
PLANT

OWNER:
ALLIANCE REGIONAL WATER AUT
(CALLED 558.208-ACRES)
DOC. #2017-006722
O.R.C.C.T.

ARWA WELL # 8

ARWA WELL # 9

LNV
an Ardurra Company

TBPELS REGISTERED FIRM NO. ENGINEERING FIRM # 366 SURVEYING FIRM 10126501
TBAE REGISTERED FIRM NO. ARCHITECTURAL FIRM BR599

7500 RIALTO BLVD, BUILDING 1, SUITE 240 PH. (512) 381-8333
AUSTIN, TX 78735
WWW.LNVINC.COM

REV.	DESCRIPTION	DATE

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

**ALLIANCE REGIONAL
WATER AUTHORITY**

ARWA WATER TREATMENT PLANT
AND RAW WATER INFRASTRUCTURE

**ARWA WELL FIELD & WATER
TREATMENT OVERALL LAYOUT**

THIS DOCUMENT IS
RELEASED FOR THE PURPOSE
OF INTERIM REVIEW UNDER
THE AUTHORITY OF
PROFESSIONAL ENGINEER
MARCUS J. NAISER, P.E.
#92814
ON THE DATE SHOWN ON THE
DATE STAMP. IT IS NOT TO BE
USED FOR CONSTRUCTION
BIDDING, OR PERMIT PURPOSES.

DESIGNED	MJN
DRAFTED	JTS
CHECKED	MJN
PROJECT NO.	3-00708
DRAWING NO.	1



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.4** Consider adoption of Resolution 2021-07-28-002 approving a Master Agreement and Work Order #1 with HVJ South Central Texas – M&J, Inc. for Materials Testing Services related to the Phase 1B Water Treatment Plant and Raw Water Infrastructure Project as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority issued RFQ 2020-003 in December 2020 for the Materials Testing Services for the Authority's Phase 1B Program. Thirteen responses were received and scored (see attached results) with the committee selecting the highest scorer, HVJ Associates. (HVJ).

HVJ has agreed to the terms included in the Authority's standard Master Agreement. The Executive Director negotiated the scope and fee for the materials testing for the Water Treatment Plant and Raw Water Infrastructure with HVJ. The effort was reviewed by the design engineers and the construction management team to help ensure that all anticipated materials testing needs are included.

Staff anticipates multiple work orders over the next several years with HVJ for the material testing associated with the other Phase 1B projects.

Below are some of the key facts regarding the proposal:

Firm: HVJ South Central Texas

Fee: \$477,040

Work Order Type: Time and Materials, Not-to-Exceed

Anticipated Duration: 20 months

Project Manager: Martin Elliot, P.E.

Technical Committee Recommendation(s)

- Technical Committee unanimously recommended that the Authority approve the Master Agreement and Work Order #1 with HVJ.

Attachment(s)

- Resolution 2021-07-28-002
- ARWA Water Treatment Plant & Raw Water Infrastructure Proposal dated July 9, 2021.
- Review Committee Scoring of Proposals for the Materials Testing RFQ

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

Board Decision(s) Needed:

- Adoption of Resolution 2021-07-28-002 approving the Master Agreement with HVJ South Central Texas – M&J, Inc. and Work Order #1 for Material Testing for the Phase 1B Water Treatment Plant and Raw Water Infrastructure.



ALLIANCE WATER

RESOLUTION NO. 20210728-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A MASTER AGREEMENT AND A WORK ORDER BETWEEN THE AUTHORITY AND HVJ SOUTH CENTRAL TEXAS – M&J, INC. FOR MATERIAL TESTING SERVICES RELATED TO THE AUTHORITY’S PHASE 1B PROGRAM AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the “Authority”) is need of material testing services in order for the Authority’s Phase 1B Program to be completed appropriately.

2. The Authority issued a request for qualifications (RFQ) for Material Testing Services in December 2020. The review committee selected HVJ South Central Texas – M&J, Inc. (HVJ) as the highest scoring response to the RFQ for the Authority’s Phase 1B Program.

3. The Authority anticipates the possibility of contracting with HVJ for multiple work orders, therefore a master services agreement is necessary.

4. The Master Agreement was negotiated by the Executive Director and HVJ agreed to all terms in the Authority’s standard agreement. The scope of services and fee for the attached work order was negotiated by the Executive Director. The work order references terms and conditions in the Master Agreement.

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

SECTION 1. The attached Master Agreement and work order for Material Testing Services for the Phase 1B Program, including the Water Treatment Plant and Raw Water Infrastructure Project between the Authority and HVJ is approved.

SECTION 2. The Chair of the Authority’s Board of Directors is authorized to execute the attached Master Agreement on behalf of the Authority.

SECTION 3. The Authority’s Executive Director, Graham Moore, is authorized to execute the attached Work Order #1 on behalf of the Authority.

SECTION 4. This Resolution shall be in full force and effect immediately upon its passage.

Resolution 20210728-002
Phase 1B Material Testing

ADOPTED: July 28, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

Master Agreement between Alliance Regional Water Authority and HVJ South Central Texas – M&J, Inc. for Professional Engineering Services

This Master Agreement (this "Agreement") is made as of July 28, 2021 between the Alliance Regional Water Authority ("Alliance Water"), a political subdivision of the State of Texas, HVJ South Central Texas – M&J, Inc. (the "Consultant"), a corporation. The services the Consultant will provide to Alliance Water under this Agreement relate generally to the development of water supply projects by Alliance Water.

Alliance Water and the Consultant, in consideration of their mutual covenants in this Agreement, agree as set forth in this Agreement and in each Work Order issued by Alliance Water to the Consultant.

This Agreement does not obligate Alliance Water to issue Work Orders to the Consultant, but this Agreement will control and govern all services performed by the Consultant under Alliance Water Work Orders, and will define the rights, obligations, and liabilities of Alliance Water and the Consultant.

Section 1. Work Orders

A. Alliance Water may from time to time request the Consultant to perform services under this Agreement by issuing a Work Order to the Consultant. The Work Order will set forth a scope of work that includes:

1. The project name, if a specific project is involved;
2. The location of the work site, if work on a project site is involved;
2. A description of the services to be performed, including data to be collected, analyses to be performed, engineering design to be completed and coordination with Alliance Water's contractors, other consultants, and regulatory authorities, and deliverables to be provided;
3. A schedule for commencement, progress and completion of the services;
4. Whether the Consultant's cost proposal is based on a fixed-fee, hourly rate, or other method of compensation; if a fixed fee will be used, any significant assumptions associated with the fee amount will be stated; and
5. Any other specifications or requirements applicable to the services.

B. If compensation in a Work Order is based on a fixed fee, and the Work Order includes assumptions associated with the fee, the assumptions will serve as a general guide for the Consultant's level of effort. The assumptions will not be used as a basis for a requests for additional compensation unless the Consultant's level of effort is a substantial deviation from the previously agreed scope of services. The Consultant will notify Alliance Water of any work the Consultant considers to be such a substantial deviation and submit a request for additional compensation with an estimate of the Consultant's additional fees prior to performing the work. The Consultant will provide any clarifying information requested by Alliance Water. Alliance Water will promptly render a decision on the request, which will be final.

C. A Work Order may be prepared in draft form by Alliance Water and provided to the Consultant for comment and development of a cost proposal, or it may be prepared in draft form by the Consultant for comment by Alliance Water.

D. Upon Alliance Water's approval of a Work Order, the Consultant will commence performing the services. Facsimiles or emails of Work Orders may be used in emergency situations to expedite the commencement of services.

Section 2. Standards of Performance

A. The performance of all services by the Consultant 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, the Consultant will use the standards of care and skill exercised for similar engagements by professional surveying firms possessing a statewide or national reputation for the types of services involved under this Agreement.

C. Any provisions in this Agreement pertaining to Alliance Water's review, approval or acceptance of written materials prepared by the Consultant in connection with this Agreement will not diminish the Consultant's responsibility for the materials.

D. The Consultant will perform all of its services in coordination with Alliance Water and its Owner's Representative. The Consultant will advise Alliance Water of data and information the Consultant needs to perform its services, and the Consultant will meet with Alliance Water representatives at mutually convenient times to assemble this data and information.

E. In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

F. The Consultant understands that funds for this Project are being provided by the Texas Water Development Board from the State Water Implementation Fund of Texas ("SWIFT"). The Consultant will perform all of its services in accordance with applicable laws, rules and regulations related to SWIFT funding, including, without limitation, those relating to surveying services and participation by historically underutilized businesses.

Section 3. Consultant's Responsibilities

A. The Consultant will perform all of the services described in the final agreed scope of services in a timely, professional manner in accordance with the work schedule and the Standards of Performance.

B. The Consultant will submit detailed monthly invoices to Alliance Water during the period of the Consultant's performance of services showing either the percentage of work completed (fixed fee agreements), or the services performed and the personnel and hourly rates (hourly rate agreements). Reimbursable expenses, if not included in other fees, will be charged at cost.

C. The Consultant will secure Alliance Water's prior written approval for the Consultant's subcontracting of any services under this Agreement. The Consultant will ensure that any services subcontracted are

specified by separate written agreement that will expressly be subject to each provision of this Agreement.

Section 4. Alliance Water's Responsibilities

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

B. Alliance Water will designate an 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 with respect to all or part of the Phase 1B Program.

C. Alliance Water will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by Alliance Water.

D. Alliance Water will make payments to the Consultant on a monthly basis during the period of the Consultant's performance of services. 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.

Section 5. Consultant's Records

A. All expense records of the Consultant 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 the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

C. The Consultant 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 the Consultant goes out of business during that period, it will turn over to Alliance Water all of its records relating to the Project for retention by Alliance Water.

D. The Consultant 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.

Section 6. Ownership of Documents

All documents prepared by the Consultant in connection with this Agreement will become the property of Alliance Water whether or not any project related to this Agreement is executed. Alliance Water agrees such documents are not intended or represented to be suitable for reuse for another project by Alliance Water or others. Any such reuse by Alliance Water or anyone who obtains the documents from Alliance

Water without written verification or adaptation by the Consultant will be without liability or legal exposure to the Consultant.

Section 7. Term; Termination of Agreement

- A. The term of this Agreement begins upon its execution by Alliance Water, and will end upon the Consultant's completion, and Alliance Water's acceptance, of all services described in this Agreement.
- 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 Alliance Water upon 30 days prior written notice to the Consultant.
- D. In the event of termination as provided in this Section, the Consultant 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 the Consultant's delivering to Alliance Water a final report of the status of its services under this Agreement, whether completed or in progress.

Section 8. Insurance and Indemnity

- A. The Consultant 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 the Consultant, 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, and all other expenses incurred by Alliance Water arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for breach of fiduciary duty or malfeasance, or personal injuries, death or damages to property.
- B. The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to Alliance Water a certificate or certificates in a form satisfactory to Alliance Water, showing that the Consultant has complied with this paragraph. All certificates will provide that the policy will not be canceled until at least 30 days written notice has been given to Alliance Water, and will name Alliance Water as an additional insured on all coverages except workers' compensation and professional liability. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence, (2) Motor vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, not less than \$500,000 for all injuries in a single accident, and not less than \$250,000 for property damage, and (3) Professional liability insurance in an amount not less than \$1,000,000.

C. The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. Alliance Water's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

Section 9. 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.

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, the Consultant 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, the Consultant 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 the Consultant, 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 the Consultant 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 the Consultant, and it supersedes all prior negotiations, representations or agreements either written or oral. Changes in the Consultant's scope of services or 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 Alliance Water and the Consultant.

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 the Consultant will control.

L. Any notice required under this Agreement shall be in writing, to the following address, and given personally, by registered or certified mail, return receipt requested, by a nationally recognized overnight courier service, or by confirmed email. All notices shall be effective upon the date of receipt. A party that changes its notice information will notify the other party of the change no later than the date the change takes effect.

Consultant:

Syed Jafar, Executive Vice President
HVJ South Central Texas – M&J, Inc.
4201 Freidrich Lane, Suite 110
Austin, TX 78744
Email: sjafar@hvj.com

Alliance Regional Water Authority

Graham Moore, Executive Director
Alliance Regional Water Authority
630 East Hopkins Street
San Marcos, TX 78666
Email: gmoore@alliancewater.org

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Alliance Regional Water Authority	HVJ South Central Texas – M&J, Inc.
Chris Betz, Chair, Board of Directors	Signature
	
	Syed Jafar, Executive Vice President
Attest:	Attest (for corporation)
	
James Earp, Secretary, Board of Directors	Signature
	Muhammad Mustafa, PE / Managing Owner
	Printed name, title
	July 20, 2021
Date	Date



4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

June 28, 2021 (*revised 7/9/2021*)

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

Re: ARWA Water Treatment Plant and Raw Water Infrastructure
Construction Phase Materials Engineering and Testing Proposal
San Marcos, Texas
HVJ Project No. AC2110020.1.rev.1

Dear Mr. Moore:

Pursuant to your request, HVJ South Central Texas – M&J, Inc. (HVJ) is pleased to submit this proposal to provide Owner quality assurance testing for the proposed water treatment plant and raw water infrastructure project in Dehli, Texas. This proposal reflects brief scope and fee for construction phase materials engineering and testing services following a brief review of project documents.

Project Description

It is understood the proposed water treatment plant and raw infrastructure consists of and not limited to the following structures and related utility lines: filter building, emergency generator, High Service Pump Station electrical and generator, hyponeumatic bladder tank, rapid mix basin, lime storage, carbon dioxide injection & storage, filter complex, recycle pump station, sand drying bed, plate settler basin, flow equalization basin, electrical canopy and pad, raw water storage tank, clearwell storage tank, meter vaults, retaining walls, and tank support foundations, yard piping, four well sites, transmission piping, access roads, fiber crossings, discharge piping pads, and 1 generator pad .

Scope of Services

The general scope of material testing services anticipated for this project are as follows.

- Soils and Base Lab/Field Testing
- Concrete Field/ Lab Testing
- Reinforcing Steel Observations
- Structural Steel Field Bolting and Weld Inspections
- CMU Observations and Testing
- Lime Treated Subgrade Lab/Field Testing
- HMAC Testing
- Steel Pipe Weld Testing and Inspection

- Steel Pipe Coating Inspection by NACE Certified Inspector
- (Pre-stressed tank concrete testing to be performed by tank contractor- verification test cylinders will be performed if requested)

It is understood that materials testing and observations services was estimated on a call-out basis, where personnel will not be present full time during performance of the work. **However, HVJ-SCTx will work with the contractor to combine testing and inspection activities to reduce multiple site visits .**

Cost Estimate

We recommend allocating a budget of **\$477,040** for construction materials testing for the proposed treatment plant and raw water infrastructure project. Summary of materials testing budget fee is shown below

ARWA Phase 1B - Materials Testing for Civil Site Work (WTP and Water Infrastructure Projects- including Raw Water Transmission and Yard Piping Compaction Testing)				
Description	Unit	Quantity	Rate	Total
Tech Time for Soil Monitoring and Compaction Testing	hrs	1040	\$84	\$87,360
Tech Time for Asphalt/Concrete Testing	hrs	240	\$84	\$20,160
Tech Overtime for Soils or Asphalt/Concrete Testing	hrs	120	\$126	\$15,120
Laboratory Testing (Attachment A)	-	-	-	\$28,630
Nuclear Gauge	trip	150	\$55	\$8,250
Vehicle Charge	trip	180	\$80	\$14,400
			Subtotal	\$173,920
ARWA Phase 1B - Materials Testing for Structures (WTP and Water Infrastructure Projects)				
Description	Unit	Quantity	Rate	Total
Tech Time for Soil Monitoring and Compaction Testing	hrs	400	\$84	\$33,600
Tech Time for Rebar/Concrete Inspection and Testing	hrs	1260	\$84	\$105,840
Tech Overtime for Soils or Concrete Testing	hrs	120	\$126	\$15,120
Inspector Time for Weld/Bolt Inspections	hrs	320	\$115	\$36,800
Laboratory Testing (Attachment A)	-	-	-	\$34,130
Nuclear Gauge	trip	50	\$55	\$2,750
Vehicle Charge	trip	240	\$80	\$19,200
			Subtotal	\$247,440
ARWA Phase 1B - Project Management and Administration				
Description	Unit	Quantity	Rate	Total
Project Manager, PE	hrs	120	\$179	\$21,480
Task Leader (Deputy Project Manager)	hrs	180	\$125	\$22,500
Administrative	hrs	180	\$65	\$11,700
			Subtotal	\$55,680
			Total	\$477,040

This estimate was prepared based on a **20 month** construction schedule. The cost estimate is based on our best estimate for both the construction schedule and frequency of service requests from the client. As the schedule and frequency of requests are beyond our control, we cannot guarantee that the estimate provided would be adequate to provide the services needed throughout the entire duration of construction of this project. Advance authorization will be needed if additional funds are required to complete testing per project

specification. HVJ will monitor the budget as the work proceeds and will keep you or your designated representative informed.

Scheduling of our personnel for this project will be at the request of you or your designated representatives. We require at least 24-hours notice prior to providing on-call personnel to ensure proper scheduling of work. Services will be invoiced on a unit basis in accordance with the attached Construction Phase Services Fee Schedules. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked over 8 hours or before 6:00 AM or after 6:00 PM on Monday through Friday, and all hours worked on Saturdays, Sundays, or holidays.

Limitations

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of HVJ's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. HVJ makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without HVJ's express permission.

Assumptions

The following assumptions were used in the preparation of this proposal:

- HVJ assumes all HMAC laboratory testing will be performed at the respective HMAC plant by 1A technician.
- HVJ assumes roadway cores will be cut by contractor and taken during the course of 1B roadway technician services and not require an additional mobilization on daily basis.
- HVJ assumes all traffic control for performance of construction materials engineering and testing will be performed by the contractor or Owner. We will not work on roadways that are open to traffic without appropriate engineered traffic controls, and/or road closure.

HVJ Associates® is pleased to submit this proposal for the proposed improvements. Should you have any questions regarding the contents of this proposal, please contact us at 512-447-9081.

Sincerely,

HVJ South Central Texas – M&J, Inc.
TBPE F-18091



Martin J. Elliott, P.E.
CoMET Department Manager



Syed Jafar, P.E.
Executive Vice President

ARWA Water Treatment Plant and Raw Water Infrastructure
AC2110020.1, rev.1
June 28, 2021 (*revised 7/9/21*)

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone Number: _____

Date to Start Work: _____

Enclosures:

- Attachment A: Laboratory Cost Estimate Civil Site Work and Structures (1 page)
- Attachment B: Standard Fee Schedule (4 pages)

**ARWA Phase 1B
 Water Treatment Plant and Water Infrastructure Projects**

Laboratory Cost Estimate - Civil Site Work

<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
Sample Preparation	each	10	\$75	\$750
Atterberg Limits	each	30	\$75	\$2,250
Sieve Analysis	each	30	\$72	\$2,160
Proctors	each	30	\$275	\$8,250
Concrete Cyl Compressive Strength	each	60	\$24	\$1,440
Theoretical Maximum Specific Gravity of Bituminous Mixtures	each	20	\$115	\$2,300
Asphalt Extraction and Gradation	each	20	\$174	\$3,480
Molding of Asphalt Test Specimens (3 per set)	Set	20	\$125	\$2,500
Hveem Stability (3 per set)	Set	20	\$125	\$2,500
Bulk Density of Lab Molded Specimen (3 per Set)	Set	20	\$75	\$1,500
Bulk Density of Field Cores	each	60	\$25	\$1,500
			Total	28,630

Laboratory Cost Estimate - Structures

<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
Sample Preparation	each	2	\$75	\$150
Atterberg Limits	each	10	\$75	\$750
Sieve Analysis	each	10	\$72	\$720
Proctors	each	10	\$275	\$2,750
Concrete Cyl Compressive Strength	each	1200	\$24	\$28,800
Grout Cyl Compressive Strength	each	40	\$24	\$960
			Total	\$34,130

HVJ SOUTH CENTRAL TEXAS
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES
STANDARD FEE SCHEDULE

Attachment B

ALLIANCE REGIONAL WATER AUTHORITY MASTER FEE SCHEDULE

CODE	DESCRIPTION	HOURLY RATES	
1	Project Manager (PE)	\$	179.00
2	Sr. Project Engineer(PE)	\$	179.00
3	Project Engineer (PE)	\$	150.00
4	Staff Engineer (EIT)	\$	125.00
5	Certified Engineering Technician	\$	84.00
6	Welding Inspector (CWI)	\$	115.00
7	NDT Inspector (ASNT Level II)	\$	125.00
8	NDT Inspector (ASNT Level III)	\$	145.00
9	NACE Inspector Level I Coatings Inspector	\$	115.00
10	Administrative	\$	65.00
11	Vehicle Charge (per trip)	\$	80.00
12	Nuclear Gauge (per trip)	\$	55.00
13	Traffic Control		Cost + 10%

MATERIAL TESTING

CODE	DESCRIPTION	UNIT PRICE	
100	<u>Concrete Aggregates:</u>		
101	Screen or Sieve Analysis (ASTM C-136 or Tex-110)	\$	72.00
102	Specific Gravity (ASTM C-127 or C128)	\$	51.00
103	Unit Weight (ASTM C-29)	\$	45.00
104	Absorption (ASTM C-127 or C-128)	\$	44.00
105	Finer than 200 Mesh (ASTM C-117)	\$	49.00
106	Organic Impurities (ASTM C-40)	\$	45.00
107	Scratch Hardness (ASTM C-851)	\$	45.00
108	Abrasion Tests (ASTM C-131 or C-535)	\$	215.00
109	Clay Lumps (ASTM C-142)	\$	55.00
110	Light Weight Pieces (ASTM C-123)	\$	61.00
111	Sand Equivalent (ASTM D-2419)	\$	65.00
112	Sodium/Magnesium Sulfate Soundness (5 Cycles)	\$	390.00
113	Sodium/Magnesium Sulfate Soundness Additional Cycles	\$	175.00
114	Petrographic Examination of Concrete Aggregates (ASTM C-295)		By Quotation
200	<u>Concrete Mix Design Inspection and Testing</u>		
	Mix Design Review (using previously determined aggregate properties and other		
201	design factors) Excluding Test Costs	\$	179.00
	Trial Batch Tests (ASTM C-192) (Using aggregate admixtures and cement proposed		
202	for use in the project) each batch or each curve point	\$	450.00
203	Cylinders (ASTM C-39) test or hold, each	\$	24.00
204	Beam Test (ASTM C-78, C-293) or Hold, Each	\$	55.00

**HVJ SOUTH CENTRAL TEXAS
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES
STANDARD FEE SCHEDULE**

Attachment B

CODE	DESCRIPTION	UNIT PRICE
205	Concrete Coring (4" Dia Up to 6" Thickness) ASTM C-42 includes Personnel, Vehicle and Patching Holes	\$ 90.00
206	Measuring Thickness of Concrete Cores (ASTM C-174)	\$ 22.00
207	Additional Thickness (6"to 12")/ (Inch)	\$ 8.00
208	Additional Thickness (Over 12")/ (Inch)	\$ 10.00
209	Concrete Coring, Minimum Charge (Min. 3 Cores)/ (LS)	\$ 290.00
210	Preparation of Cores, Capping & Test (ASTM C42, C-39)	\$ 67.00
211	Cement Compressive Strength, one age (ASTM C-109)/(Set)	\$ 120.00
212	Cement Compressive Strength, two age (ASTM C-109)/ (Set)	\$ 127.00
213	Mortar/Grout Compressive Strength Cubes (ASTM C-109)	\$ 27.00
214	Mortar/Grout Compressive Strength 3" x 6" (ASTM C-495)	\$ 24.00
215	Mortar/Grout Compressive Strength Grout Prisms (ASTM C-1019)	\$ 55.00
216	Structural Coring	By Quotation
217	Windsor Probes (ASTM C-803)	\$ 79.00
218	Bar Linear Shrinkage/ (Set)	\$ 282.00
219	Unit Weight of Lightweight Cylinders/ (Set)	\$ 70.00
220	Split Tensile Strength including preparation (ASTM C-496)	\$ 94.00
221	Petrographic Examination of Hardened Concrete (ASTM C-856)	By Quotation
222	Concrete Shrinkage Test (ASTM C-157, C-490)/ (Test)	\$ 138.00

800 ASPHALT CONCRETE MIX DESIGN & INSPECTION

801	Mix Design Review (using previously determined aggregates properties and other design factors) Excluding Test Costs	\$
802	Trial Batch Test (up to 5 curve points)	\$ 1,403.00
803	Additional Curve Points for item 802, Per Point	\$ 202.00
804	Extraction & Gradation Test (ASTM D-2172, ASTM C-136 or TEX - 210F)	\$ 174.00
805	Specific Gravity (ASTM D-2041 TEX 201F)	\$ 75.00
806	Stability: Hveem (3 Per Set) (ASTM D-1559)	\$ 125.00
807	Bulk Density of Lab Molded or Field Specimen (Core), (TEX - 207F)/(Set)	\$ 75.00
808	Molding Specimens (3 Per Set) for 806 & 807 (ASTM D-1560, TEX-208F)/(Set)	\$ 125.00
809	Penetration (ASTM D-5)	\$ 74.00
810	Ductility (ASTM D-113)	\$ 99.00
811	Viscosity (ASTM D-2170)	\$ 82.00
812	Asphalt Coring (4" Dia Up to 6" Thickness) includes Personnel, Vehicles and Patching Holes	\$ 80.00
813	Asphalt Coring Minimum Charge/ (LS)	\$ 290.00
814	Additional Thickness over 6"/ (Inch)	\$ 7.00

**HVJ SOUTH CENTRAL TEXAS
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES
STANDARD FEE SCHEDULE**

Attachment B

CODE	DESCRIPTION	UNIT PRICE
815	Abson Recovery (TEX-211F)	\$ 281.00
816	Measuring Thickness of Asphalt Cores	\$ 8.00
817	Maximum Theoretical Specific Gravity (TEX 227F)	\$ 115.00
818	Hot Mix In-Place Asphalt Design	\$ 1,870.00
819	Apparent Specific Gravity (TEX 227F)	\$ 58.00
820	Moisture Susceptibility Test (TEX 531C)	\$ 409.00
821	PMA Extraction/Gradation (ASTM D-2172)	\$ 234.00
822	PMA Extraction/Gradation by Ignition (ASTM D-2928)	\$ 145.00

1000 Soils Tests:

1001	Liquid and Plastic Limits: (Atterberg Limits) (ASTM D-4318, Tex 104E, 105E, 106E)	\$ 75.00
1002	Moisture Content Only (ASTM D-2216)	\$ 15.00
1003	Mechanical Sieve Analysis, Through #200 Sieve (ASTM D-422)	\$ 72.00
1004	Percent Passing #200 Sieve (ASTM D-1120)	\$ 65.00
1005	Specific Gravity (ASTM D-854 & D-204)	\$ 51.00
1006	OMD Standard Compaction (ASTM D-698, Tex-114E)	\$ 275.00
1007	OMD Modified Compaction (ASTM D-1557, Tex-113E)	\$ 275.00
1008	OMD Lime or Cement Stabilized Soil (ASTM D-698, D-558, D-1557, Tex121E)	\$ 275.00
1009	California Bearing Ratio (ASTM D-1883)	\$ 185.00
1010	Percent Solids in Lime Slurry / (Test)	\$ 37.00
1011	Four Point Lime Content Recommendation Series (PI)/(Set)	\$ 250.00
1012	Cement Content of Freshly Mixed CSS Mixture (ASTM D-806)	\$ 269.00
1014	Comp. Strength of CSS Sample, Including Molding (ASTM D-1632 & D-1633)	\$ 61.00
1015	Maximum & Minimum Density (Sands) (ASTM D-4254)/ (Test)	\$ 275.00
1016	Density and Moisture of Soil Sample	\$ 19.00
1017	Unconfined Compression (ASTM D-2166)	\$ 39.00
1018	Unconsolidated Undrained (ASTM D-2850)	\$ 54.00
1019	Consolidation (One cycle) (ASTM D-2435)	\$ 310.00
1020	Consolidation - Additional Increments	\$ 44.00
1021	Ph of Soil (ASTM D-4972)	\$ 45.00
1022	Optimum Lime Content Ph Method	\$ 225.00
1023	Sieve Analysis - Base Materials (ASTM C-136)	\$ 85.00
1024	Compressive Strength of Cement Stabilized Base Materials, (TEX-120E, ASTM D-2166)	\$ 275.00
1025	Soil Shrinkage Factor (ASTM D-427)	\$ 54.00
1026	One Dimensional Swell Cohesive Soils	\$ 251.00
1027	Triaxial Testing	By Quotation

1028	Permeability Test, Constant Head Method (ASTM D-2434)	\$	225.00
1029	Pinhole Test	\$	246.00
1030	Crumb Test (ASTM D-4647)	\$	33.00
1031	Double Hydrometer (ASTM D-4221)	\$	152.00
1032	Free Swell (FHA)	\$	75.00
1033	Soil Suction - Filter Paper Method	\$	49.00

1300 REIMBURSABLE EXPENSES:

1301	Reimb Expenses Including Outside Testing, Equipment and Supplies	Cost + 10%
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GENERAL NOTES

* Services on an hourly basis will be invoiced based on unit rates presented above. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked over 8 hours or before 6:00 AM or after 6:00 PM on Monday through Friday, and all hours worked on Saturdays, Sundays, or holidays.

* A minimum charge of four (4) hours applies to time worked less than four hours in any service call. HVJ, when possible will combine inspection and testing activities to minimize trip charges and labor expenses.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.5** Discussion and possible direction to Staff regarding the addition of a new delivery point on the Authority's Phase 1B Segment Pipeline for the City of Kyle as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The City of Kyle is working with a large development called Waterstone that is adjacent to a portion of the Authority's Segment C pipeline along CR 158. The City of Kyle will likely request a second delivery point, in addition to their delivery at the FM1626 Pump Station, to help serve this portion of their system. The total amount of water available to Kyle will not change, use at the second delivery point will reduce the amount available to Kyle at their initial delivery point.

Kyle has requested up to 1,610 gpm be made available at the second delivery point. Based on this information, a hydraulic analysis was performed and confirmed that the additional delivery point will not affect the sizing of any portions of the Authority's Phase 1B system, provided that delivery is taken at or below the HGL in the pipeline segment adjacent to CR 158.

More details need to be worked out with the delivery point to include the location of the control valve, metering point, etc. At this time it is expected that the Authority would provide a tee, valve and cap to allow for the connection to the delivery point in the future.

Staff is requesting a recommendation to the Board to approve further discussions with Kyle on the potential addition of a second delivery point on the Segment C Pipeline.

Technical Committee Recommendation(s)

- Technical Committee unanimously recommended that Staff continue with discussions with Kyle on the new delivery point.

Board Decision(s) Needed:

- Possible direction to Staff to continue discussions with the City of Kyle for a new delivery point on the Segment C pipeline.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

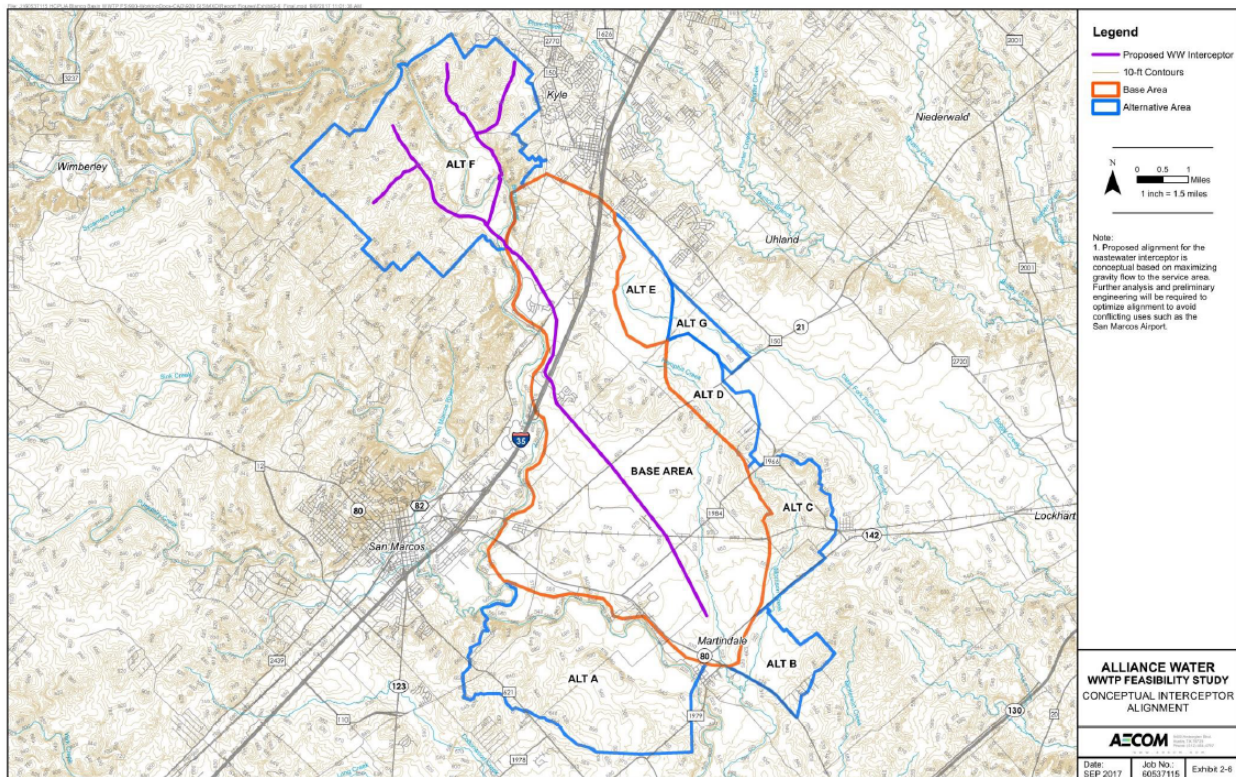
Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.6** Consider adoption of Resolution 2021-07-28-003 approving Work Order #3 with AECOM Technical Services, Inc. for the Blanco Basin Wastewater Treatment Plant Feasibility Study Update as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

In December 2016 the Hays Caldwell PUA, the predecessor to Alliance Regional Water Authority, entered into a work order with AECOM to study the feasibility of a regional wastewater plant in the northeastern San Marcos / southeastern Kyle area to serve a portion of these communities along with the other areas growing in the general region.



The study concluded that a new wastewater plant in the area was feasible, but all parties agreed that there was still ample capacity in the communities existing plants that moving forward with a new plant in 2017 was not prudent. The parties further agreed that the growth projections should be reviewed again every 4-5 years to determine if a new plant was justified.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

Staff reached out to AECOM to get a proposal to update their feasibility to analysis to review growth that has occurred since 2016/2017 and the more current growth projections, along with changes that may (or may not) have occurred in the possible discharge location(s) for a new wastewater plant. Finally, the study will include updated planning level cost estimates for both capital and operation and maintenance of the facility and collector lines.

The revised report is anticipated to take approximately six (6) months to conclude at a total lump sum cost of \$47,010 as outlined in the attached proposal dated June 24, 2021.

Staff is seeking the Technical Committee's recommendation to the Board to approve a work order with AECOM for the update to the Blanco Basin Wastewater Treatment Plant Feasibility Study.

Technical Committee Recommendation(s)

- Technical Committee unanimously recommended that the Authority approve the Work Order with AECOM.

Attachment(s)

- Resolution 2021-07-28-003
- AECOM Proposal dated June 28, 2021

Board Decision(s) Needed:

- Adoption of Resolution 2021-07-28-003 approving the Work Order #3 with AECOM Technical Services, Inc. for the Blanco Basin Wastewater Treatment Plant Feasibility Study Update.



ALLIANCE WATER

RESOLUTION NO. 20210728-003

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A WORK ORDER BETWEEN THE AUTHORITY AND AECOM TECHNICAL SERVICES, INC. FOR ENGINEERING SERVICES RELATED TO THE BLANCO BASIN WASTEWATER TREATMENT PLANT FEASIBILITY STUDY UPDATE AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. In December 2016 the Alliance Regional Water Authority (the "Authority") entered into a Work Order with AECOM Technical Services, Inc. (AECOM) to perform a feasibility study for a new regional wastewater treatment plant in northeast San Marcos / southeast Kyle area to serve those two municipalities and other wastewater needs in the area.

2. The results of the original study concluded that a new wastewater plant is feasible, but that there is sufficient capacity in the existing wastewater plants such that a new plant was not needed in the near future.

3. The participants in the original study concluded that the growth and wastewater flows in the contributing area should be reviewed every 4-5 years to determine if and or when a new regional plant would be justified.

4. The Authority Staff reached out to AECOM to obtain a fee proposal to perform the study update to include new projections for the flows in the area and to review any changes in regulations related to effluent discharge. The attached work order was negotiated with AECOM by the Authority Staff.

5. The Authority entered into a master agreement with AECOM for engineering services and related matters in May 2016 as part of the Authority's efforts to designate a Pre-Qualified list of Engineering Firms.

6. The attached work order references terms and conditions in the approved Master Agreement between the Authority and AECOM.

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

SECTION 1. The attached work order for engineering services between the Agency and AECOM is approved, contingent upon the approval of the Interlocal Agreement by all Parties.

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

SECTION 4. This Resolution shall be in full force and effect immediately upon its passage.

Resolution 20210728-003
Blanco Basin WWTP Study Update

ADOPTED: July 28, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



AECOM
9400 Amberglen Drive
Building E
Austin, Texas 78729
www.aecom.com

512 454 4797 tel
512 454 8807 fax

June 24, 2021

Mr. Graham Moore, P.E.
Executive Director
Alliance Regional Water Authority
630 E. Hopkins
San Marcos, Texas 78666

**Re: Professional Engineering Services – Blanco Basin
Wastewater Treatment Plant Feasibility Study Update**

Dear Mr. Moore:

AECOM Technical Services, Inc., (AECOM) previously prepared the Blanco Basin Wastewater Treatment Plant Feasibility Report, dated September 2017, for Alliance Regional Water Authority (Alliance Water). Recently, Alliance Water has requested AECOM provide an update to this report. AECOM is pleased to submit this proposal for professional engineering services to update the Blanco Basin Wastewater Treatment Plant Feasibility Study Report. If acceptable, this proposal will form the basis for a Work Order under the Master Agreement between the Alliance Regional Water Authority (Alliance Water) and AECOM executed on May 25, 2016.

PROJECT BACKGROUND

Alliance Water, consisting of the Cities of San Marcos, Kyle, Buda, and the Canyon Regional Water Authority, was formed to jointly develop new water supplies from the Carrizo-Wilcox aquifers. Alliance Water has leased groundwater rights in Caldwell and Gonzales Counties, and has initiated engineering and construction of a water supply system to provide up to 35,000 acre-feet per year of new water supplies from these groundwater sources. Portions of this water supply system are in construction and will provide water to this area in the near future.

In addition to these groundwater sources, Alliance Water is investigating the feasibility of direct potable reuse (DPR) as a potential alternative source of new potable water supplies. This source is potentially from reuse of the wastewater effluent from the cities of San Marcos, Kyle and Buda.

This new water supply is providing water for the recent and projected population growth in this area. This population growth results in an increase in wastewater flow that requires collection and treatment. Currently, this wastewater flow is collected and treated by existing wastewater treatment plants. However, these collection systems and treatment plants have defined capacities and it is necessary to evaluate these capacities relative to current flows, projected growth, permitting requirements and the potential need for future facilities. The previous report evaluated this issue and identified an area between San Marcos and Kyle that is currently unserved by a wastewater collection and treatment system. AECOM reviewed this area as a preliminary siting for a wastewater treatment plant to serve the area. The siting study evaluated the feasibility, identified a potential location and determined the capacity and recommended phasing for the plant. Recently, Alliance Water requested AECOM to update this previous report for current conditions. The following paragraphs define the tasks to be performed in this update of the previous report.

PROJECT DESCRIPTION

The update of the Blanco Basin Wastewater Treatment Plant Feasibility Study will consist of the following items.

- The study update will confirm the feasibility of a wastewater treatment plant serving the Blanco River basin, west of IH-35, between the current service areas of the City of San Marcos and the City of Kyle (the Cities). Additionally, the study update will confirm the previously defined service area to the east of IH-35 to quantify the service area that can be reasonably served by a central plant.
- The study update will evaluate growth since 2017 and utilize future growth projections for the defined area, based on previously defined planning periods, from data compiled by the cities of San Marcos and Kyle and information available from the Alliance Water.
- The study update will evaluate changes in flow since 2017 and use flow projections applied to the growth projections to estimate wastewater flow and plant capacity requirements over the previously defined planning period consistent with the population projections.
- The study update will include coordination and a review of flow projections with the neighboring special utility districts, including Maxwell and Crystal Clear.
- The study update will evaluate the site proposed in 2017 for the proposed wastewater treatment plant and the advantages/disadvantages of co-locating the proposed WWTP with Alliance Water's proposed Direct Potable Reuse facilities.
- The study update will evaluate the previously defined wastewater treatment plant effluent discharge location, including conceptual evaluation of potential permitting issues. This evaluation will include review of recent legislation limiting non-municipal wastewater treatment plant discharges.
- The study update will recommend the minimum site area(s) required for the proposed WWTP facilities.
- The study update will include conceptual planning level cost estimates. These costs will consist of estimated capital costs and estimated annual operation and maintenance (O&M) costs.
- The study update will provide recommendations for additional steps to be taken if Alliance Water elects to move forward with development of facilities.
- Deliverables will include a draft feasibility study report and a final feasibility study report incorporating Alliance Water's comments. Presentations will be made to the Alliance Water Executive Committee and Board and the Cities to report on the study progress and findings.

SCOPE OF SERVICES

The following scope of services is proposed to address the points identified above.

1. Project management and coordination, including interfacing with Alliance Water to confirm project requirements, obtain data, and report on progress and deliverables. This task

anticipates attendance at Alliance Water monthly Board meetings and up to two presentations to Alliance Water's board or executive committee, and/or to the Cities.

2. Conduct a kickoff and scoping meeting with Alliance Water and the Cities to confirm the project planning horizon and time increments, overall project boundary and sewersheds.
3. Confirm previously defined information on the Cities existing and proposed collection systems and meet with the City of Kyle and the City of San Marcos to define existing and planned wastewater service areas for each city. Confirm the intermediate areas to be served by the proposed Alliance Water facility and confirm the western boundary of this potential service area.
4. Coordinate with Alliance Water and other utilities or large planned developments to confirm the potential eastern limit of the service area evaluation for the possible Alliance Water facility.
5. Obtain and review current growth projections provided by Alliance Water and the Cities. Prepare an estimate of future growth in the defined service area for the proposed facility. This will be a concept level estimate based on best available data (e.g., Texas State Data Center population projections or planned developments' projected land use and density) and will be compared to previous projections established in 2017.
6. Obtain and review wastewater flow projections furnished by the Cities and identify data gaps; develop supplemental flow projections based on available data. The future wastewater flow will be estimated based on recent average gallon per capita/day values provided by the Cities.
7. Coordinate with neighboring special utility districts, including Maxwell and Crystal Clear, to review flow projections and project status. It is anticipated this coordination will consist of four (4) conference calls with each conference call requiring six (6) manhours of time.
8. Define estimated capacity and phasing required for a potential Blanco River Basin WWTP based on the population and flow projections. Review the estimated capacity and phasing requirements with Alliance Water and the Cities.
9. Conceptually define the site area required for WWTP facilities based on the capacity requirements defined above to confirm the previously proposed site is sufficiently sized for the updated projections.
10. Confirm the three previously identified potential wastewater treatment plant effluent discharge locations remain viable discharge locations. Perform limited coordination with TCEQ for conceptual evaluation of potential permitting issues associated with the discharge locations. Specifically related to recent legislation limiting non-municipal wastewater treatment plant discharges.
11. Coordinate with Alliance Water and the Cities to confirm the previously defined WWTP site remains an acceptable location.
12. Confirm the feasibility of developing a proposed wastewater treatment plant at the conceptual proposed site location. Evaluation will include consideration of:
 - Proximity to outfall and effluent discharge system conceptual capital costs
 - Major collection system improvements conceptual capital costs
 - Proximity to potential Alliance Water DPR WTP and conceptual water transmission costs
 - TPDES permit requirements and potential wastewater treatment facilities capital costs
 - Electric power availability and power transmission capital costs



- Ability to capture additional DPR source water
13. Confirm previous recommendations for co-locating the proposed WWTP with proposed Alliance Water DPR WTP facilities.
 14. Confirm previous recommendations of the cost and benefits of a proposed Blanco River Basin WWTP to expansions of the Cities existing WWTPs at the conceptual level. Conceptual costs for expansions of existing facilities will be based on information provided by the Cities and Alliance Water. Evaluation will include:
 - Collection system conceptual differential costs (pumping vs. gravity)
 - Effluent pipeline/pumping costs to a proposed Alliance Water DPR WTP
 - Duplication of general facilities – operations building, plant roads/parking, sludge dewatering, power, etc.
 - Operational requirements
 - Potential for increased DPR source water availability
 15. Meet with Alliance Water and the Cities to discuss the preliminary study findings, conclusions and recommendations.
 16. Prepare and submit the Draft Study Report; incorporate Alliance Water and Cities' review comments; and submit the Feasibility Study Final Report.

SPECIAL SERVICES

The above Scope of Services and the budget presented herein does not include the following services. If and when it is determined that these services may be required, AECOM will obtain authorization from the Alliance Water before performing any of these additional services.

1. Significant revisions requested by the Alliance Water after receiving initial direction by the Alliance Water.
2. Travel and subsistence required of AECOM and authorized by the Alliance Water to points other than the project site, existing WWTP sites defined above, or Alliance Water offices.
3. Public involvement meetings.
4. Environmental/cultural resources investigations or permitting
5. Surveying, geotechnical engineering, or other field investigations.
6. Preliminary Engineering or Final Design of WWTP facilities or collection system improvements.

Should the Alliance Water and AECOM agree that any of the above Special Services or any other additional services are required, AECOM will prepare a scope and fee proposal for such services and obtain authorization from the Alliance Water prior to performing any special services.

SCHEDULE

It is anticipated the above described scope of services will be performed within six (6) months of receipt of notice to proceed from the Alliance Water. The intent of this schedule is to provide the draft Report to Alliance Water no later than February of 2022.

DELIVERABLES



Deliverables to be submitted to the Alliance Water consist of the following items:

1. Five (5) copies of the draft Report.
2. Five (5) copies of the final Report.

COMPENSATION

The total compensation requested in this proposal is \$47,010.00 and is summarized in Exhibit B. All compensation will be on a lump sum basis. If acceptable, this proposal will form the basis of a Work Order under the Master Agreement executed on May 25, 2016. We would appreciate receiving one signed original for our files.

Very truly yours,

Shelby G. Eckols, PE
Senior Vice President
AECOM

Attachments

Accepted: _____

Date: _____

Graham Moore
Executive Director, Alliance Regional Water Authority

Direct Labor Rates and Multipliers	PRINCIPAL/ TECH. DIR.	PROJ. MGR.	PROJ. ENGR.	GRAD. ENGR.	TECH.	CLER.	FRINGE and G&A MULT.	
	105	75	60	40	40	30	2.00	
LABOR ESTIMATE								
TASK LISTING	PRINCIPAL	P. MGR.	P. ENGR.	ENGR.	TECH.	CLER.	TOTAL	
<i>Feasibility and Conceptual Planning Phase</i>								
1. Project Management, Coordination, and Presentations	3	24				4	31	\$ 6,705.00
2. Kickoff Meeting/Confirm Project Approach		2					2	\$ 450.00
3. Review Collection Systems/Confirm Svc Area West Boundary								\$ -
a. San Marcos Collection System		1	2		2		5	\$ 825.00
b. Kyle Collection System		1	2		2		5	\$ 825.00
4. Confirm Service Area Potential East Boundary		1	2		2		5	\$ 825.00
5. Review Population Projections and Develop for Service Area	1	4	4	6			15	\$ 2,655.00
6. Review Flow Projections and Develop for Service Area	1	4	4	6			15	\$ 2,655.00
7. Coordinate with neighboring special utility districts	4	8	12				24	\$ 5,220.00
8. Develop Capacity and Phasing and Review w/ Alliance Water	1	2	2				5	\$ 1,125.00
9. Define WWTP Site Area Requirements	1	1	2				4	\$ 900.00
10. Limited TCEQ Coordination/Evaluate Discharge Locations	1	3	6		4		14	\$ 2,550.00
11. Define WWTP Conceptual Proposed Site Location		2	2		2		6	\$ 1,050.00
12. Feasibility Evaluation of WWTP at Proposed location	1	4	8	4			17	\$ 3,135.00
13. Evaluate Co-Location of WWTP with DPR WTP Facilities		1	2		2		5	\$ 825.00
14. Compare New WWTP vs Expansions of Existing WWTPs								\$ -
a. San Marcos WWTP	1	6	8				15	\$ 3,105.00
b. Kyle WWTP	1	6	8				15	\$ 3,105.00
15. Review Preliminary Findings with Alliance Water and Cities	1	4	3				8	\$ 1,755.00
16. Prepare and Submit Draft Report and Final Report	2	6	28		8	4	48	\$ 8,340.00
TOTAL HOURS	18	80	95	16	22	8	239	
DIRECT LABOR TOTALS	\$1,890	\$6,000	\$5,700	\$640	\$880	\$240	\$15,350	
FRINGE & GENERAL/ADMIN. COSTS	\$3,780	\$12,000	\$11,400	\$1,280	\$1,760	\$480	\$30,700	
TOTAL LABOR COSTS	\$5,670	\$18,000	\$17,100	\$1,920	\$2,640	\$720	\$46,050	

NON-LABOR ESTIMATE

ITEM		QTY.	RATE	TOTAL
Internal Printing (8.5 x 11 photocopies)	LS	1	\$30	\$30
CADD	Hrs.	22	\$15	\$330
Mileage	LS	1	\$600	\$600
TOTAL NON-LABOR COSTS				\$960

TOTAL FEE ESTIMATE:	\$47,010
----------------------------	-----------------

Proposed Project Staff Labor Rate Categories

PROJECT PRINCIPAL/TECHNICAL DIRECTOR
 PROJECT MANAGER
 PROJECT ENGINEER
 GRADUATE ENGINEER
 TECHNICIAN
 CLERICAL

Shelby G. Eckols, P.E.; Abu S. Alam, ScD, P.E., BCEE
 Martin Rumbaugh, P.E., BCEE; John Buser, P.E.; Ioan Chilarescu, PhD, P.E.
 Xiaohong He, PhD, P.E.; Behnoush Yeganeh, P.E.; Casey Wauters, P.E.
 Johnathan Chen, EIT; Nick Lowe, EIT; Austin Bird, EIT
 Joe Nungaray; Talsi Gadhia;
 Pam Bradley

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.7** Consider adoption of Resolution 2021-07-28-004 adopting the Authority's budget for FY 2021-22 as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Attached is the Recommended Budget for FY 2021-22.

FY 21-22 Budget Highlights

Below are some of the highlights of the Authority FY 21-22 budget (Appendix A):

- Budget assumes part-time bookkeeper for the entirety of the fiscal year and two full-time operators to be hired starting in mid to late FY 21-22. If the results of the operations analysis determines that operations are to be contracted out, the money for the full-time operators will be moved to contracted operations.
- No significant changes in consultant expenditures.
- Includes some small equipment additions as discussed previously with the Technical Committee.
- All debt service payments (2015, 2017, 2019 and 2020) match the final debt service tables.
- Sponsor payment amounts for all non-debt service items has not changed from previous versions of the budget.

The Projects Budget (Appendix B) has been updated along with the Water Sharing budget (Appendix D).

Appendix C projects out revenues and expenditures for the Authority for the next five years. The water sharing expenditures to be paid by Buda and County Line SUD have been included, but the revenues to Kyle and San Marcos have been excluded from this analysis.

The table on the following page summarizes the payments made by each Sponsor in support of the Operating Budget and Debt Service in FY 2019-20, those being made in FY 2020-21, what was previously projected for FY 2021-22 and what is currently projected for FY 2021-22.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

SPONSOR	ACTUAL 2019-20	APPROVED 2020-21	PROJECTED 2021-22	ACTUAL BUDGET 2021-22
San Marcos	\$2,127,117	\$3,990,430	\$6,526,423	\$6,135,730
Kyle	\$1,884,978	\$3,076,740	\$4,495,687	\$4,114,580
Buda	\$302,043	\$571,350	\$1,427,641	\$873,690
Canyon Regional Water Authority	\$2,158,871	\$3,426,100	\$4,983,146	\$4,571,520
TOTAL	\$6,473,009	\$11,064,620	\$17,432,897	\$15,695,520

Staff is requesting a recommendation to the Board on possible adoption of the budget at the July meeting.

Technical Committee Recommendation(s)

- Technical Committee unanimously recommended that the Board adopt the FY 2021-22 budget.

Attachment(s)

- Resolution 2021-07-28-004
- Recommended Budget FY 2021-22 dated July 17, 2021

Board Decision(s) Needed:

- Adoption of Resolution 2021-07-28-004 adopting the FY 2021-22 fiscal year budget for the Authority.



ALLIANCE WATER

RESOLUTION NO. 20210728-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE AUTHORITY'S FY 2021-22 BUDGET, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority's ("Alliance Water") Technical Committee and Board have reviewed and discussed the Agency's proposed FY 2021-2022 Budget at their meetings in May, June and July of 2021.

2. The Alliance Water Board wishes to approve the budget for Alliance Water's FY 2021-2022 fiscal year which is included in the July 2021 Board Packet as "Alliance Regional Water Authority Recommended Budget for FY 21-22".

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

PART 1. The budget for Alliance Water's FY 2021-2022 fiscal year which is attached to this Resolution as "Alliance Regional Water Authority Summary Adopted Budget for FY 21-22" is approved and adopted.

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

ADOPTED: July 28, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

ALLIANCE REGIONAL WATER AUTHORITY

SUMMARY BUDGET



ALLIANCE WATER

FOR FISCAL YEAR 2021-22

July 7, 2021



ALLIANCE REGIONAL WATER AUTHORITY

BOARD OF DIRECTORS

Officers

Chris Betz - Chair
Jane Hughson – Vice-Chair
Blake Neffendorf - Treasurer
James Earp - Secretary

Board Members

Regina Franke
Tim Samford
Mark Gleason
Humberto Ramos
Tom Taggart
Derrick Turley
Paul Kite
Pat Allen
Marie Kalka



Alliance Regional Water Authority Summary Budget for FY 21-22

Authority's Goals for FY 21-22

The primary goal for the Alliance Regional Water Authority (Alliance Water) for FY 21-22 is to continue with the development of its 15,000 acre-feet per year Carrizo water supply for its Sponsors scheduled to begin water delivery in 2023. The following items will continue to be pursued in the next fiscal year towards that end:

- Operations of Alliance Water's Phase 1A infrastructure;
- Detailed design and construction of Alliance Water's Phase 1B Program to include the well field, water treatment plant, treated pipelines, booster pump station and integration of water into the Sponsor's systems; and
- Continued participation in State Water Planning, the legislative process and other regional water efforts to expand the understanding of Alliance Water's projects.

Authority's Anticipated Revenue Sources for FY 21-22

Alliance Water receives funding from its Sponsors, based on the Water Supply Contract that was signed by the Agency and its Sponsors in 2008 and the subsequent Amendment #1. The funding comes from two sources: cash payments and/or debt issuance.

The FY 21-22 budget continues to include collection of debt service from Kyle and Canyon Regional Water Authority for the debt issued in 2015 along with collection from all four Sponsors for the debt issued in 2017, 2019 and 2020. The remaining operations and maintenance expenses are anticipated to be funded through cash payments by the Sponsors at the rates specified in the water supply contract.

In June 2018 Alliance Water entered into an agreement with the Guadalupe-Blanco River Authority (GBRA's) for Treatment and Transmission Services for GBRA's Carrizo water to be utilized by GBRA's customers. As part of the agreement, GBRA has agreed to pay for 50% of

the design and acquisition costs for the portion of the Phase 1B Program in which they are participating. These payments are a significant source of revenue for Alliance Water.

Finally, Alliance Water also receives a relatively small amount of revenue monthly as part of a non-potable water supply agreement entered into with the property owner that sold Alliance Water the property for the Phase 1A Booster Pump Station.

Authority's Anticipated Expenditures for FY 21-22

Alliance Water's anticipated expenditures in FY 21-22 are anticipated to be concentrated in the following areas:

- Groundwater royalty payments;
- Program management, preliminary & final design and right-of-way acquisition for the Phase 1B Program infrastructure;
- Construction of the Phase 1B infrastructure
- Operations of the Phase 1A infrastructure;
- Debt service;
- Governmental Relations;
- Public Relations;
- Legal counsel; and
- Full-time staff.

Significant Changes in Revenues & Expenditures from FY 20-21 and FY 21-22

Based on current projections, operations and maintenance expenditures for FY 20-21 are anticipated to be approximately \$2,133,860 with capital expenditures of approximately \$105,000 and debt service payments totaling \$8,639,620 yielding total expenditures of \$10,878,480. Operations and maintenance expenditures in FY 21-22 are anticipated to be approximately \$2,292,450 with groundwater royalties accounting for approximately 59% of the anticipated expenditures. Capital expenditures are anticipated to be \$120,000 with debt service payments totaling \$13,215,520. Total expenditures for FY 21-22 are anticipated to be \$15,507,970. Revenues will increase over FY 21-22 due to the additional debt service payments that will be collected from the Sponsors.

Fiscal Year 19-20 Revenues and Expenditures

Table 1 below summarizes the revenues and expenditures for Alliance Water for the last completed fiscal year of FY 19-20.

Table 1	
FY 19-20 Financial Statement	
Total Assets	\$152,621,516
Total Liabilities	\$127,173,789
Net Position	\$25,466,936

Fiscal Year 20-21 Budgeted and Estimated Revenues and Expenditures

Table 2 below summarizes Alliance Water's budgeted revenues and expenditures versus the projected revenues and expenditures for the current fiscal year of FY 20-21.

Table 2		
FY 20-21 Financial Budget		
	<u>Budget¹</u>	<u>Projected</u>
Revenues	\$11,109,720	\$11,106,950
Expenditures	\$10,995,480	\$10,878,480
Fund Balance	\$2,338,660	\$2,452,890

Notes: ¹ Reflects the adopted FY 20-21 budget.

Fiscal Year 21-22 Proposed Revenues and Expenditures

The proposed revenues and expenditures have been divided into three separate accounts: General Operations, Projects and Water Sharing. Appendices A and B provide the detailed FY 21-22 budgets for the General Operations and Projects budgets. Appendix D includes the anticipated revenues and expenses related to the water sharing. These have not been used to adjust the payments expected from the Sponsors as a result of general operations and the projects budgets.

Fund Balance

The fund balance at the end of FY 20-21 is projected to be approximately equivalent to 14 months of operations based on the amended FY 20-21 operating budget.

Sponsor Contributions

Table 3 indicates the total Sponsor contributions required for FY 21-22 for both the General Operations and Projects budgets.

TABLE 3					
FY 21-22 – TOTAL SPONSOR PAYMENTS					
	Total	San Marcos	Kyle	CRWA	Buda
General Operations, excluding Debt Service	\$2,600,000	\$932,360	\$732,420	\$803,140	\$132,080
Debt Service	\$12,770,783	\$5,203,374	\$3,382,157	\$3,768,376	\$741,613
Projects Contribution	\$0	\$0	\$0	\$0	\$0
Water Sharing	\$593,400	\$0	\$0	\$0	\$593,400
TOTAL	\$15,964,183	\$6,135,734	\$4,114,577	\$4,571,516	\$1,467,093

Proposed Five-Year Forecast of Authority Revenues and Expenditures

Appendix C summarizes the anticipated Agency expenditures for budget years FY 20-21 through FY 25-26 and Table 5 summarizes the anticipated revenues collected from the Sponsors. This does not include any credits or contributions related to the water sharing plan. The breakdown of payment by type is provided in Appendix E.

TABLE 5						
5-YEAR ANTICIPATED SPONSOR CONTRIBUTIONS						
	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
San Marcos	\$3,990,432	\$6,135,734	\$6,276,546	\$6,524,866	\$7,078,888	\$7,169,679
Kyle	\$3,076,738	\$4,114,577	\$4,230,843	\$4,426,946	\$4,865,037	\$4,930,623
Canyon Regional Water Authority	\$3,426,100	\$4,571,516	\$4,693,522	\$4,906,778	\$5,384,827	\$5,459,919
Buda	\$1,050,432	\$1,368,693	\$1,413,641	\$1,213,720	\$1,001,692	\$1,015,886
TOTAL	\$11,543,702	\$16,190,519	\$16,614,551	\$17,072,308	\$18,330,444	\$18,576,105

Primary Issues Affecting the Budget

The proposed budget indicates that the engineering and construction for Phase 1B will continue and operations of the Phase 1A will continue in FY 21-22. The budget includes the addition of two salaried positions for operations in FY 21-22. These personnel will only be hired if the Board determines that the Authority will operate the entire system with internal Staff, otherwise the funding will be reallocated to support contract operations. The current budget anticipates that the Sponsors will remain at their same participation levels as indicated in Amendment #1 to the Water Supply Contract.

END

APPENDIX A

FY 2021-22 GENERAL OPERATIONS BUDGET

Alliance Regional Water Authority
APPENDIX A: FY 2021-22 GENERAL OPERATIONS BUDGET

DRAFT 2021-07-07

	Actual FY 2019/20	Approved (as Amended) FY 2020/21	Estimated FY 2020/21	Proposed FY 2021/22
Expense				
Operations Expenditures				
Royalties & Permit Fees				
Groundwater Royalties	1,336,205.00	1,355,600.00	1,355,600.00	1,355,600.00
Permit Fees	75,538.00	90,300.00	74,455.00	82,000.00
Total Royalties & Permit Fees	1,411,743.00	1,445,900.00	1,430,055.00	1,437,600.00
Contract Services				
Agency Mgmt Public Relations	7,500.00	50,000.00	50,000.00	50,000.00
Contract Services-Lobbyist	72,000.00	78,000.00	72,000.00	72,000.00
Auditing fees	10,715.00	13,000.00	10,930.00	13,000.00
Legal Fees	82,816.00	105,000.00	105,000.00	115,000.00
Total Contract Services	173,031.00	246,000.00	237,930.00	250,000.00
Regional Water Planning Contribution	1,364.00	2,500.00	1,500.00	2,500.00
Admin Operations				
Dues	6,454.00	7,250.00	7,655.00	7,500.00
Bank Fees	2,772.00	1,000.00	3,600.00	2,500.00
Insurance - Liability, E&O	2,374.00	5,000.00	2,423.00	7,000.00
Non-Project Newspaper Public Notices	1,371.00	500.00	3,735.00	3,500.00
Printing and Copying	4,641.00	2,500.00	0.00	0.00
Telephone, Telecommunications	825.00	3,800.00	3,800.00	3,800.00
Supplies	14,815.00	10,000.00	16,122.00	18,000.00
Admin Operations - Other	8,200.00	7,500.00	0.00	1,500.00
Total Admin Operations	41,452.00	37,550.00	37,335.00	43,800.00
Travel, Conferences & Meetings	0.00	4,000.00	1,800.00	5,000.00
Employee Expenses				
Salaries and wages	269,352.00	335,878.00	326,000.00	376,084.67
Merit Bonus	0.00	3,040.00	1,500.00	0.00
Salary Increases	0.00	0.00	0.00	13,140.52
Auto Allowance	12,499.00	17,150.00	13,100.00	12,600.00
Phone Allowance	1,973.00	3,600.00	2,810.00	2,700.00
Payroll taxes	19,967.00	25,285.00	21,275.00	27,759.89
Employee Insurance	21,868.00	30,625.00	30,000.00	47,637.50
Retirement	19,043.00	25,175.00	23,500.00	33,267.70
Licenses & Permits	1,431.00	1,700.00	1,150.00	2,700.00
Mileage Reimbursement	0.00	800.00	400.00	3,150.00
Employee Expenses - Other	0.00	2,000.00	1,000.00	6,000.00
Total Employee Expenses	346,133.00	445,253.00	420,735.00	525,040.27
Total Operations Expenditures	1,973,720.00	2,181,200.00	2,129,360.00	2,263,940.00
Facility O&M Expenditures				
General - O&M Expenditures	0.00	500.00	0.00	9,000.00
Well Field - O&M Expenditures	0.00	0.00	0.00	0.00
WTP - O&M Expenditures	0.00	9,650.00	0.00	0.00
Maxwell BPS - O&M Expenditures	0.00	0.00	0.00	0.00
Buda BPS - O&M Expenditures	0.00	19,510.00	4,500.00	19,510.00
Kyle EST - O&M Expenditures	0.00	0.00	0.00	0.00
SH-123 EST - O&M Expenditures	0.00	0.00	0.00	0.00
Total O&M Expenditures	0.00	29,660.00	4,500.00	28,510.00

Alliance Regional Water Authority
APPENDIX A: FY 2021-22 GENERAL OPERATIONS BUDGET

DRAFT 2021-07-07

	Actual FY 2019/20	Approved (as Amended) FY 2020/21	Estimated FY 2020/21	Proposed FY 2021/22
Capital Expenditures				
Projects-in-Progress (Cash)				
Legal Support	13,267.00	25,000.00	20,000.00	25,000.00
Hydrogeologic Support	13,449.00	25,000.00	20,000.00	20,000.00
Total Projects-in-Progress (Cash)	26,716.00	50,000.00	40,000.00	45,000.00
Projects-in-Progress Eng. (Cash)				
Engineering - General	0.00	75,000.00	50,000.00	75,000.00
GIS Development	15,516.00	20,000.00	15,000.00	0.00
Total Projects-in-Progress Eng. (Cash)	15,516.00	95,000.00	65,000.00	75,000.00
Projects-in-Progress Construction				
Construction -GCUWCD Monitor Wells	0.00	0.00	0.00	0.00
Total Projects-in-Progress Construction	0.00	0.00	0.00	0.00
Debt Service Payment				
Series 2015a (CRWA)	247,586.50	250,977.00	250,977.00	249,058.00
Series 2015b (Kyle)	177,032.50	181,087.50	181,087.50	179,928.50
Series 2017a (CRWA)	500,814.00	498,561.50	498,561.50	501,017.50
Series 2017b (Kyle)	455,035.50	452,995.50	452,995.50	455,691.50
Series 2017c (San Marcos)	722,337.00	723,522.00	723,522.00	719,232.00
Series 2017d (Buda)	100,203.00	104,678.00	104,678.00	104,054.00
Series 2019a (CRWA)	700,000.00	1,287,478.50	1,287,478.50	1,289,930.50
Series 2019b (Kyle)	605,000.00	1,174,531.50	1,174,531.50	1,172,646.50
Series 2019c (San Marcos)	580,000.00	1,897,305.00	1,897,305.00	1,899,831.00
Series 2019d (Buda)	85,000.00	268,481.00	268,481.00	271,717.00
Series 2020a (CRWA)	0.00	640,000.00	640,000.00	1,728,369.50
Series 2020b (Kyle)	0.00	585,000.00	585,000.00	1,573,890.50
Series 2020c (San Marcos)	0.00	500,000.00	500,000.00	2,584,310.50
Series 2020d (Buda)	0.00	75,000.00	75,000.00	365,842.00
Total Debt Service Payment	4,173,010.00	8,639,620.00	8,639,620.00	13,095,520.00
Total Capital Expenditures	4,215,240.00	8,784,620.00	8,744,620.00	13,215,520.00
Total Expense	6,188,960.00	10,995,480.00	10,878,480.00	15,507,970.00
Ordinary Income/Expense				
Beginning Unreserved Fund Balance	1,901,880.00	2,224,421.58	2,224,421.58	2,452,890.00
Revenue				
Project Contribution				
City of San Marcos	2,127,117.00	3,990,430.00	3,990,430.00	6,135,730.00
City of Kyle	1,884,978.00	3,076,740.00	3,076,740.00	4,114,580.00
City of Buda	302,043.00	571,350.00	571,350.00	873,690.00
Canyon Regional Water Authority	2,158,870.50	3,426,100.00	3,426,100.00	4,571,520.00
Project Contribution - Other	28,648.00	31,600.00	38,000.00	31,600.00
Total Project Contribution	6,501,656.50	11,096,220.00	11,102,620.00	15,727,120.00
TexStar Interest Revenue				
City of San Marcos	12,083.00	4,300.00	800.00	4,300.00
City of Kyle	9,492.00	3,400.00	630.00	3,400.00
City of Buda	1,712.00	600.00	110.00	600.00
Canyon Regional Water Authority	10,409.00	3,700.00	675.00	3,700.00
TexStar Interest Revenue - Other	0.00	0.00	0.00	0.00
Total TexStar Interest Revenue	33,696.00	12,000.00	2,215.00	12,000.00
Broadway Interest Revenue				
City of San Marcos	2,399.00	550.00	725.00	550.00
City of Kyle	1,837.00	425.00	620.00	425.00
City of Buda	309.00	75.00	70.00	75.00
Canyon Regional Water Authority	2,208.00	450.00	700.00	450.00
Broadway Interest Revenue - Other	0.00	0.00	0.00	0.00
Total Broadway Interest Revenue	6,753.00	1,500.00	2,115.00	1,500.00
Total Operating Revenue	6,542,110.00	11,109,720.00	11,106,950.00	15,740,620.00
Total Funds Available	8,443,990.00	13,334,141.58	13,331,371.58	18,193,510.00
Net Income	353,150.00	114,240.00	228,470.00	232,650.00
Ending Unreserved Balance	2,224,421.58	2,338,660.00	2,452,890.00	2,685,540.00
Fund Balance as Percentage of Operating	112.70%	105.78%	114.95%	117.15%

APPENDIX B

FY 2021-22 PROJECTS BUDGET

Alliance Regional Water Authority
APPENDIX B: FY 2021-22 CAPITAL PROJECTS BUDGET

Expense	Actual FY 2019/20	Approved (as Amended) FY 2020/21	Estimated FY 2020/21	Proposed FY 2021/22
Capital Expenditures				
Projects-in-Progress Engineering				
Engineering - Phase 1A Pipeline	45,513.00	15,000.00	15,000.00	0.00
Engineering - Phase 1A Pump Station	49,216.00	0.00	1,700.00	0.00
Engineering - ROW Acquisition	181,905.00	0.00	75,000.00	0.00
Project - Required Newspaper Notices	1,371.00	0.00	0.00	0.00
Total Projects-in-Progress Engineer	278,005.00	15,000.00	91,700.00	0.00
Projects-in-Progress Construction				
Construction - Phase 1A Pipeline	2,766,981.00	700,000.00	1,220,000.00	0.00
Construction - Phase 1A Pump Station	1,173,145.00	0.00	510,000.00	0.00
Construction - Inspection	242,321.00	50,000.00	250,000.00	0.00
Total Projects-in-Progress Construction	4,182,450.00	750,000.00	1,980,000.00	0.00
Total Capital Expenditures	4,460,455.00	765,000.00	2,071,700.00	0.00
Ordinary Income/Expense				
Revenue				
Capital Contribution				
City of San Marcos	1,377,834.55	274,300.00	639,948.13	0.00
City of Kyle	0.00	0.00	583,597.89	0.00
City of Buda	226,591.11	267,500.00	105,242.36	0.00
Canyon Regional Water Authority	0.00	0.00	639,948.13	0.00
Total Project Contribution	1,604,425.66	2,155,800.00	1,968,736.51	0.00
Total Interest on Capital Contribution	0.00	0.00	0.00	0.00
Total Operating Revenue	1,604,425.66	2,155,800.00	1,968,736.51	0.00

APPENDIX C

PROJECTED 5-YEAR BUDGET

**Alliance Regional Water Authority
APPENDIX C: PROJECTED 5-YR BUDGET**

	DRAFT 2021-07-07					
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	\$2,224,422	\$2,392,830	\$2,495,480	\$2,860,230	\$2,991,120	\$3,030,360
GENERAL OPERATIONS						
Expenditures						
Operations						
Royalties & Permits	\$1,430,055	\$1,437,600	\$1,545,800	\$2,071,300	\$2,116,857	\$2,163,644
Contract Services	\$237,930	\$250,000	\$256,000	\$271,000	\$271,000	\$271,000
Operations	\$38,835	\$46,300	\$46,300	\$48,615	\$51,046	\$53,598
Employee Expenses	\$420,735	\$525,040	\$511,900	\$729,195	\$1,385,358	\$1,438,793
Travel, Conferences & Meetings	\$1,800	\$5,000	\$5,000	\$7,500	\$15,000	\$20,000
Total Operations	\$2,129,355	\$2,263,940	\$2,365,000	\$3,127,610	\$3,839,261	\$3,947,036
Plant O&M Expenditures	\$4,500	\$28,510	\$23,750	\$250,000	\$1,250,000	\$1,350,000
Capital Projects (Cash)						
Permitting/Groundwater Support	\$40,000	\$45,000	\$50,000	\$35,000	\$35,000	\$40,000
Engineering & Studies (Cash)	\$65,000	\$75,000	\$100,000	\$100,000	\$100,000	\$125,000
Total Capital Projects (Cash)	\$105,000	\$120,000	\$150,000	\$135,000	\$135,000	\$165,000
Shared Water						
Payments to Kyle	\$306,257	\$321,750	\$338,000	\$186,875	\$0	\$0
Payments to San Marcos	\$204,061	\$271,650	\$292,000	\$170,625	\$0	\$0
Total Shared Water	\$510,318	\$593,400	\$630,000	\$357,500	\$0	\$0
Total Expenditures	\$2,749,170	\$3,005,850	\$3,168,750	\$3,870,110	\$5,224,260	\$5,462,040
Revenues						
City of San Marcos	\$869,605	\$932,360	\$1,075,800	\$1,326,820	\$1,882,650	\$1,972,300
City of Kyle	\$683,123	\$732,420	\$845,100	\$1,042,290	\$1,478,925	\$1,549,350
City of Buda	\$123,190	\$132,080	\$152,400	\$187,960	\$266,700	\$279,400
Canyon Regional Water Authority	\$749,083	\$803,140	\$926,700	\$1,142,930	\$1,621,725	\$1,698,950
Total Revenues	\$2,425,000	\$2,600,000	\$3,000,000	\$3,700,000	\$5,250,000	\$5,500,000
PROJECTS						
Expenditures						
Series 2015a (CRWA)	\$250,977	\$249,058	\$249,058	\$251,854	\$249,319	\$251,609
Series 2015b (Kyle)	\$181,088	\$179,929	\$179,929	\$178,608	\$182,117	\$180,437
Series 2017a (CRWA)	\$498,562	\$501,018	\$501,018	\$498,048	\$499,727	\$496,042
Series 2017b (Kyle)	\$452,996	\$455,692	\$455,692	\$452,997	\$454,983	\$451,633
Series 2017c (San Marcos)	\$723,522	\$719,232	\$719,232	\$719,282	\$718,677	\$722,517
Series 2017d (Buda)	\$104,678	\$104,054	\$104,054	\$103,334	\$102,526	\$101,646
Series 2019a (CRWA)	\$1,287,479	\$1,289,931	\$1,289,931	\$1,287,131	\$1,284,128	\$1,285,844
Series 2019b (Kyle)	\$1,174,532	\$1,172,647	\$1,172,647	\$1,175,575	\$1,173,261	\$1,170,685
Series 2019c (San Marcos)	\$1,897,305	\$1,899,831	\$1,899,831	\$1,897,081	\$1,893,944	\$1,890,416
Series 2019d (Buda)	\$268,481	\$271,717	\$271,717	\$269,890	\$268,019	\$266,106
Series 2020a (CRWA)	\$640,000	\$1,728,370	\$1,726,816	\$1,726,816	\$1,729,929	\$1,727,475
Series 2020b (Kyle)	\$585,000	\$1,573,891	\$1,577,477	\$1,577,477	\$1,575,751	\$1,578,518
Series 2020c (San Marcos)	\$500,000	\$2,584,311	\$2,581,683	\$2,581,683	\$2,583,617	\$2,584,446
Series 2020d (Buda)	\$75,000	\$365,842	\$365,470	\$365,036	\$364,447	\$368,734
Total Expenditures	\$8,639,618	\$13,095,519	\$13,094,551	\$13,084,808	\$13,080,444	\$13,076,105
Revenues						
Sponsor Payments						
City of San Marcos	\$3,120,827	\$5,203,374	\$5,200,746	\$5,198,046	\$5,196,238	\$5,197,379
City of Kyle	\$2,393,615	\$3,382,157	\$3,385,743	\$3,384,656	\$3,386,112	\$3,381,273
City of Buda	\$448,159	\$741,613	\$741,241	\$738,260	\$734,992	\$736,486
Canyon Regional Water Authority	\$2,677,017	\$3,768,376	\$3,766,822	\$3,763,848	\$3,763,102	\$3,760,969
Total Sponsor Payments	\$8,639,618	\$13,095,519	\$13,094,551	\$13,084,808	\$13,080,444	\$13,076,105
Total Revenues	\$8,639,618	\$13,095,519	\$13,094,551	\$13,084,808	\$13,080,444	\$13,076,105
Net Sponsor Payments						
Sponsor Payments						
City of San Marcos	\$3,990,432	\$6,135,734	\$6,276,546	\$6,524,866	\$7,078,888	\$7,169,679
City of Kyle	\$3,076,738	\$4,114,577	\$4,230,843	\$4,426,946	\$4,865,037	\$4,930,623
City of Buda	\$1,050,432	\$1,368,693	\$1,413,641	\$1,213,720	\$1,001,692	\$1,015,886
Canyon Regional Water Authority	\$3,426,100	\$4,571,516	\$4,693,522	\$4,906,778	\$5,384,827	\$5,459,919
Total Net Sponsor Payments	\$11,543,702	\$16,190,519	\$16,614,551	\$17,072,308	\$18,330,444	\$18,576,105
Interest Income	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500
NET INCOME	\$168,410	\$102,650	\$364,750	\$130,890	\$39,240	\$51,460
ENDING FUND BALANCE	\$2,392,830	\$2,495,480	\$2,860,230	\$2,991,120	\$3,030,360	\$3,081,820
	112.14%	108.86%	119.74%	88.56%	59.54%	58.18%

APPENDIX D

FY 2021-22 WATER SHARING BUDGET

**Alliance Regional Water Authority
APPENDIX D: FY 2021-22 WATER SHARING**

DRAFT 2021-07-07

	Actual FY 2019/20	Amended) FY 2020/21	Estimated FY 2020/21	Proposed FY 2021/22
Ordinary Income/Expense				
Revenue				
Interim Water Revenue				
City of San Marcos	0.00	0.00	0.00	0.00
City of Kyle	0.00	0.00	0.00	0.00
City of Buda	447,228.00	479,083.00	435,000.00	495,000.00
Canyon Regional Water Authority	0.00	0.00	0.00	0.00
County Line SUD	0.00	0.00	38,725.00	98,400.00
Total Interim Water Revenue	447,228.00	479,083.00	473,725.00	593,400.00
Total Operating Revenue	447,228.00	479,083.00	473,725.00	593,400.00
Total Funds Available	447,228.00	479,083.00	473,725.00	593,400.00
Expense				
Water Expenditures				
Payments for Shared Water				
City of San Marcos	167,580.00	165,336.00	206,756.00	271,650.00
City of Kyle	285,851.00	306,857.00	281,692.00	321,750.00
City of Buda	0.00	0.00	0.00	0.00
Canyon Regional Water Authority	0.00	0.00	0.00	0.00
Operations & Maintenance	0.00	6,890.00	0.00	0.00
Total Payments for Water	453,431.00	479,083.00	488,448.00	593,400.00
Phase 1A BPS O&M				#REF!
Total Capital Expenditures	453,431.00	479,083.00	488,448.00	#REF!

APPENDIX E

PROJECTED 5-YEAR CONTRIBUTIONS BY SPONSOR BY EXPENSE TYPE

Alliance Regional Water Authority
APPENDIX E: Projected 5-Yr Contributions by Entity & Type

DRAFT 2021-07-07

Projected 5-Yr Contributions for Buda by Type

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Operations	\$123,190	\$132,080	\$152,400	\$187,960	\$266,700	\$279,400
Debt Service	\$448,159	\$741,613	\$741,241	\$738,694	\$735,581	\$732,199
Water Sharing	\$510,318	\$593,400	\$630,000	\$357,500	\$0	\$0
Phase 1A Contributions	\$1,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,082,667	\$1,467,093	\$1,523,641	\$1,284,154	\$1,002,281	\$1,011,599

Projected 5-Yr Contributions for San Marcos by Type

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Operations	\$869,605	\$932,360	\$1,075,800	\$1,326,820	\$1,882,650	\$1,972,300
Debt Service	\$3,120,827	\$5,203,374	\$5,200,746	\$5,198,046	\$5,196,238	\$5,197,379
Phase 1A Contributions	\$7,200	\$0	\$0	\$0	\$0	\$0
TOTAL	\$3,997,632	\$6,135,734	\$6,276,546	\$6,524,866	\$7,078,888	\$7,169,679

Projected 5-Yr Contributions for Kyle by Type

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Operations	\$683,123	\$732,420	\$845,100	\$1,042,290	\$1,478,925	\$1,549,350
Debt Service	\$2,393,615	\$3,382,157	\$3,385,743	\$3,384,656	\$3,386,112	\$3,381,273
TOTAL	\$3,076,737	\$4,114,577	\$4,230,843	\$4,426,946	\$4,865,037	\$4,930,623

Projected 5-Yr Contributions for CRWA by Type

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Operations	\$749,083	\$803,140	\$926,700	\$1,142,930	\$1,621,725	\$1,698,950
Debt Service	\$2,677,017	\$3,768,376	\$3,766,822	\$3,763,848	\$3,763,102	\$3,760,969
TOTAL	\$3,426,100	\$4,571,516	\$4,693,522	\$4,906,778	\$5,384,827	\$5,459,919

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.8** Consider adoption of Resolution 2021-07-28-005 approving an engagement letter with Armstrong, Vaughan & Associates, P.C. for preparing the Authority’s FY 2020-21 financial audit. ~ *Graham Moore, P.E., Executive Director*

Background/Information

In 2018 the Authority issued an RFP for auditing services. As a result of the review of the responses to the RFP the Board of Directors entered into an agreement with Armstrong, Vaughan & Associates, P.C. for auditing services.

The proposed agreement is the same as the previous year only with updates to reflect the new fiscal year. A few highlights of the agreement include the following:

- Armstrong, Vaughan & Associates estimates the fees for the audit to be \$10,930.
- The audit is scheduled to be completed by the end of January 2022 and presented to the Board of Directors no later than the end of February 2022.
- This agreement is only for FY 2020-21.

The Executive Director provided a review of Armstrong, Vaughan & Associates work in accordance with the Consultant Review Policy. Below is a graphic representation of the scores for the various categories.

Armstrong, Vaughan & Associates - Audit Services

No. of Reviewers: 1

CRITERIA	RATING										
	Excellent			Satisfactory			Generally Satisfactory	Unsatisfactory		Not Applicable	
Conduct audit per accepted standards											
Communication of internal control weaknesses or significant deficiencies											
Monthly progress reports											
Summary presentation of the final audit report											
Timeliness and Completeness of Deliverables											
Value											
Others (specify)											
OVERALL PERFORMANCE											

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

Attachment(s)

- Resolution 2021-07-28-005
- AVA Engagement Letter

Board decision needed:

- Adoption of Resolution 2021-07-28-005 approving an engagement letter with Armstrong, Vaughan & Associates, P.C. for preparing the Authority's FY 2020-21 financial audit.



RESOLUTION NO. 20210728-005

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN ENGAGEMENT LETTER BETWEEN THE AUTHORITY AND ARMSTRONG, VAUGHAN & ASSOCIATES, P.C. FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR 2020-21 AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Authority") desires to engage a qualified firm to perform a financial audit for the Authority for fiscal year 2020-21.
2. The Authority issued a Request for Proposals for Auditing Services in July 2018 which contemplated using the same auditing firm for several years. As a result of the RFP, in November 2018 the Authority entered into an agreement with Armstrong, Vaughan & Associates, P.C. for auditing services for FY 17-18.
3. In June 2019 and June 2020 the Board entered into an agreement with Armstrong, Vaughan & Associates, P.C. for auditing services for FY 18-19 and FY 19-20, respectively.
4. The Authority requires auditing services for FY 2020-21.

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

SECTION 1. The attached engagement letter between the Authority and Armstrong, Vaughan & Associates, P.C. is approved, and the Authority Executive Director is authorized to execute this contract on behalf of the Authority.

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

ADOPTED: July 28, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

July 14, 2021

Alliance Regional Water Authority
630 E. Hopkins
San Marcos, TX 78666

The following represents our understanding of the services we will provide Alliance Regional Water Authority.

You have requested that we audit the basic financial statements of Alliance Regional Water Authority, as of September 30, 2021 and 2020, and for the years then ended and the related notes to the financial statements, which collectively comprise Alliance Regional Water Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, budgetary comparison information, and schedule of funding progress for defined benefit pension plan be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Schedule of Changes in the Authority's Net Pension Asset/Liability
4. Schedule of Funding Progress for Retirement System

Supplementary information other than RSI will accompany Alliance Regional Water Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. TCEQ Required Schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Alliance Regional Water Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due

- to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
 - e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
 - f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.
 - g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 - h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 - i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
 - j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

It is our understanding that management has designated Graham Moore, an individual with suitable skills, knowledge and experience, to be responsible and accountable for overseeing all services performed as part of this engagement, including any other nonattest services we may provide. By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all services performed as part of this engagement. Other nonattest services to be performed may include:

1. Assistance in preparation of the annual financial report
2. Assistance with accrual entries
3. Assistance with depreciation schedules

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Alliance Regional Water Authority's basic financial statements. Our report will be addressed to the Board of Directors (the Board) of Alliance Regional Water Authority. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We anticipate conducting year end audit procedures in December and issuing a draft report for management's review in January.

Phil Vaughan is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate our fee for the audit to be \$10,930. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Armstrong, Vaughan & Associates, P.C.


and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Armstrong, Vaughan & Associates, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We also understand the audit documentation may be subject to disclosure under applicable provisions of the Texas Public Information Act.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes, before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We appreciate the opportunity to be of service to the Alliance Regional Water Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,



Armstrong, Vaughan & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the Alliance Regional Water Authority.

By: _____

Title: _____

Date: _____

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- H.9** Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff. ~ *Scott Miller / Jeff Hecker, Texas Solutions Group*
-

Background/Information

The first Special Session of the 87th Legislature began on July 8th. No items directly affecting water utilities, eminent domain or open meetings were on the Governor's call for the session. Staff and our Governmental Relations consultant will continue to monitor bills filed to determine if any will have impacts on the Authority. The special session can only last for 30 days unless extended by the Governor.

Technical Committee Decision(s) Needed:

- Adoption of Resolution 2021-06-30-003 making appointments to the Administrative Committee.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- J.** 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, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- K.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, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

K.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, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

- D. *Consideration of Resolution 2021-07-28-006 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; 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 2021-07-28-006

Board Decision(s) Needed:

- Adoption of Resolution 2021-07-28-006.



ALLIANCE WATER

RESOLUTION NO. 20210728-006

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY FOR AND AUTHORIZING THE ACQUISITION OF CERTAIN WATER PIPELINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS AND CERTAIN FEE ESTATES FOR THE ALLIANCE REGIONAL WATER AUTHORITY, PHASE 1 B WATER LINE PROJECT IN CONNECTION THEREWITH, OVER, ACROSS, UPON AND UNDER CERTAIN PRIVATELY OWNED REAL PROPERTIES; AUTHORIZING ALL APPROPRIATE ACTION BY THE BOARD OF DIRECTORS, STAFF, RETAINED ATTORNEYS AND ENGINEERING AND TECHNICAL CONSULTANTS IN THE INSTITUTION AND PROSECUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE ANY SUCH NEEDED FEE ESTATES AND EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS AND RELATED RIGHTS OF INGRESS AND EGRESS THAT CANNOT BE ACQUIRED THROUGH NEGOTIATION; DECLARING FURTHER NEGOTIATIONS FUTILE; RATIFYING AND AFFIRMING ALL ACTS AND PROCEEDINGS HERETOFORE DONE OR INITIATED BY EMPLOYEES, AGENTS, AND ATTORNEYS OF ARWA TO ACQUIRE SUCH PROPERTY INTERESTS INCLUDING NECESSARY ACTS FOR ANY APPLICABLE LIENHOLDERS FOR SUCH PROPERTIES; AUTHORIZING ALL OTHER LAWFUL ACTION NECESSARY AND INCIDENTAL TO SUCH ACQUISITIONS OR EMINENT DOMAIN PROCEEDINGS TO SURVEY, SPECIFY, DEFINE, AND SECURE THE NECESSARY INTERESTS IN REAL PROPERTY; DECLARING THE SECTIONS OF THE RESOLUTION TO BE SEVERABLE ONE FROM THE OTHER IN THE EVENT ANY SECTION OF THE RESOLUTION IS DETERMINED TO BE INVALID; 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 permanent Pipeline and Right-of-Way Easements and, in some instances, temporary easements (cumulatively, “Easements”) over, or fee simple title to certain tracts of land identified in the attached Exhibit being more specifically described by metes and bounds in Exhibit “A” for the public use to construct, reconstruct, operate, inspect, maintain and repair 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 these property rights from properties for the purpose of construction, reconstruction, operation, inspection, maintenance and repair 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 properties 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; and

WHEREAS, as provided for by Texas Water Code, Chapter 65, including Sections 65.201 and the Texas Special District Local Laws Code Chapter 11010, including Sections 11010.101, 11010.102 and 11010.103, the Board finds and determines that each of the parcels of land listed below, and more particularly described in the attached Exhibits (parcels), are necessary or convenient as a part of the system of water pipelines to be constructed, reconstructed, operated, inspected, maintained, or repaired and it is necessary to acquire the Easements and fee simple title in the parcels or such lesser property interests as set forth in the attached Exhibits; and

WHEREAS, the Board finds and determines that the water pipeline facilities to be constructed or improved on the parcels identified and listed below and those property interests acquired; and

WHEREAS, the Board finds and determines that condemnation of the parcels is required; and

WHEREAS, the initiation of condemnation proceedings for the parcels is adopted and authorized by a single order for the parcels, and this first vote by the Board applies to all of the parcels.

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 Easements, fee simple interests, and any such lesser property interests for the public use for construction, reconstruction, operation, maintenance, inspection and repair of water transmission lines and appurtenances over those certain parcels 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 necessary property interests described herein;
- 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 each of the Easements and execute all documents necessary to acquire such necessary land rights;

f. Initiate eminent domain proceedings against the owner(s) of each of the Easements for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase each of the respective Easements; 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 any of the Easements 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 28th day of July 2021.

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"

<u>Parcel Number</u>	<u>Landowner</u>	<u>County</u>	<u>Survey</u>	<u>Abstract</u>	<u>Acres Owned</u>	<u>Property(ies)</u>
D043G	David V. Silva	Guadalupe	Solomon Barnes	No. 56	25.49	3.533
D055G	Rancho De Galle Ltd.	Guadalupe	Solomon Barnes	No. 56	42.909	4.350
D061G	Chris Jone & D'Lous Jones, husband and wife	Guadalupe	John Jones	No. 189	10.300	1.259
D089G	Barry Jaroszewski and Joan Jaroszewksi, a married couple	Guadalupe	William J. Ragsdale	No. 268	17.78	1.161

Parcel D043G

PARCEL D043G
 DAVID V. SILVA
 GUADALUPE COUNTY, TEXAS
 ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

NOTES:

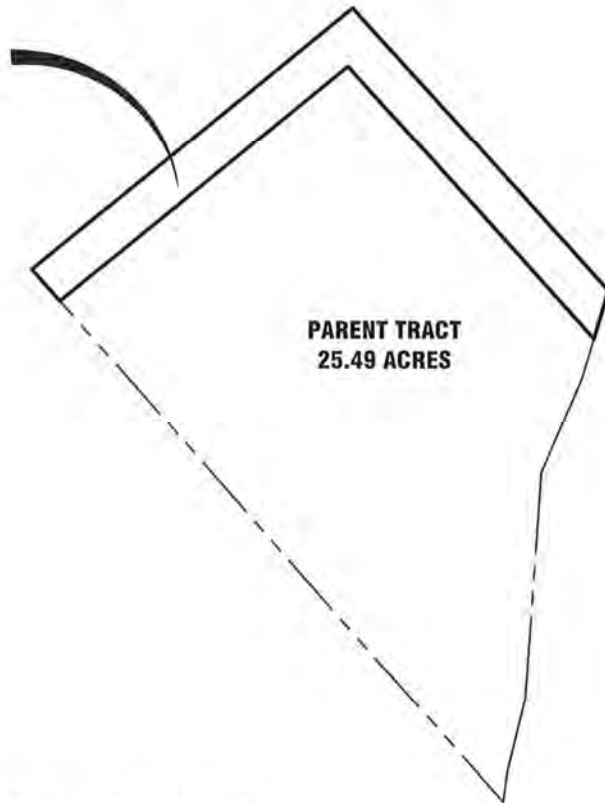
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. 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 VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
 CF# CTA-21-CTA1900228G
 ISSUE DATE: JULY 24, 2020

THERE ARE NO SCHEDULE B ITEMS FOR THIS TRACT

3.533 ACRES
(153,897 SQ. FT. MORE OR LESS)
90' WIDE PERMANENT EASEMENT



PARENT TRACT
25.49 ACRES

Date: Jul 31, 2020, 8:17am User ID: asmith
 File G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT D TITLES - Guadalupe County\D043G\EXHIBIT EASEMENT\D043G_PE_01.dwg



200 W. Hwy 5, Suite 620, Waco, Texas 76712
 254.772.9272 TBPLS 10194124

Legal Description
3.533 Acre (153,897 Square Foot)
90 Foot Wide Permanent Easement

BEING A 3.533 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE SOLOMON BARNES SURVEY, ABSTRACT NO. 56, GUADALUPE COUNTY, TEXAS, AND A PORTION OF THAT CALLED 25.49 ACRE TRACT OF LAND DESCRIBED AS "TRACT III" IN DEED TO DAVID V. SILVA, AS RECORDED IN COUNTY CLERKS FILE NUMBER 201999017869 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.); AND SHOWN ON PLAT "PARTITION OF SILVA LAND" SURVEYED BY BETTERSWORTH & ASSOCIATES DATED DECEMBER 1996. SAID 3.533 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3 inch steel post found, being the easterly common corner of said 25.49 acre tract and that called 115.05 acre tract of land described in deed to Kevin Michael and Kathy Michael in Volume 1349, Page 728 of said O.P.R.G.C.T., and lying in the southwest line of the remainder of that called 10 acre tract of land described in deed to Elena Gonzales as recorded in Volume 2142, Page 179 of said O.P.R.G.C.T. and further described in Volume 179, Page 542 of said D.R.G.C.T. for the most easterly corner of the herein described tract. From which a 1/2 inch iron rod found, being the southerly common corner of said 115.05 and 10 acre tracts bears S 40° 56' 44" E, a distance of 17.43 feet;

THENCE S 15° 52' 14" W, along the common line of said 25.49 and 115.05 acre tracts, a distance of 107.54 feet, to a point for corner hereof. From which a 6 inch steel post found, being an angle point in the southeast line of said 25.49 acre tract bears S 15° 52' 14" W, a distance of 89.03 feet;

THENCE over and across said 25.49 acre tract, the following two (2) courses and distances:

- 1) N 40° 56' 44" W, a distance of 780.13 feet, to a point for corner;
- 2) S 49° 36' 03" W, a distance of 868.91 feet, to a point for corner lying in the common line of said 25.49 acre tract and that called 26.49 acre tract of land described as "Tract II" in deed to Sam V. Silva as recorded in County Clerks File Number 201999017867 of said O.P.R.G.C.T., and shown on said Plat;

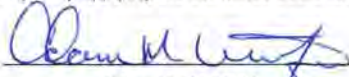
THENCE N 41° 45' 19" W, along the common line of said 25.49 and 26.49 acre tracts, a distance of 90.03 feet, to a 1/2 inch iron rod found being the northerly common corner of said 25.49 and 26.49 acre tracts lying in the south Right of Way (ROW) line of Karrass Road (undefined R.O.W.). From which a 5/8 inch iron rod found being an interior "el" corner of said 26.49 acre tract bears S 49° 36' 03" W, a distance of 249.64 feet;

THENCE N 49° 36' 03" E, along the common line of said 25.49 acre tract and Karrass Road, a distance of 960.19 feet, to a point being the westerly common corner of said 25.49 acre tract and that called 0.250 acre tract of land described in deed to Eusebio Chevo Pastrano, Jr., as recorded in County Clerks File Number 201899014799 of said O.P.R.G.C.T. for the north corner hereof. From which, a 1/2 inch iron rod found lying in the northwest line of the aforesaid 10 acre tract bears N 49° 36' 03" E, a distance of 230.37 feet;

THENCE S 40° 56' 44" E, along the northeast line of said 25.49 acre tract and the southwest lines of said 0.250 acre tract, then that called 2.00 acre tract of land described in deed to Robert Gonzalez as recorded in Volume 2347, Page 363 of said O.P.R.G.C.T., then said 10 acre tract, a distance of 810.42 feet, to the **POINT OF BEGINNING** and containing 3.533 acres, more or less.

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





Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 07 31 2020
February 05, 2020

Revised Date: July 31, 2020



PARCEL D043G
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

SCALE: 1"=200'



LEGEND

- △ = Calculated Point
- = Found 1/2" Iron Rod, (Unless Otherwise Noted)
- = Found Fence Post, As Noted
- = Proposed Permanent Easement
- - - = Adjoining Boundary (approx.)
- - - = Abstract Line (approx.)
- = Barbed Wire Fence
- O.P.R.G.C.T. = Official Public Records Guadalupe County, Texas
- D.R.G.C.T. = Deed Records Guadalupe County, Texas
- (XX) = Record Call
- CM = Controlling Monument
- ⊕ = Power Pole

REMAINDER OF A CALLED 10 ACRES
ELENA GONZALES
VOL. 2142, PG. 179, O.P.R.G.C.T.
DESCRIBED IN VOL. 229, PG. 219,
VOL. 179, PG. 542, O.R.G.C.T.

CALLED 115.05 ACRES
KEVIN MICHAEL &
KATHY MICHAEL &
VOL. 1349, PG. 728
O.P.R.G.C.T.

CALLED 0.250 ACRE
EUSEBIO CHEVO
PASTRANO, JR.
INST. #201899014799
O.P.R.G.C.T.

CALLED 2.00 ACRES
ROBERT GONZALEZ
VOL. 2347, PG. 363
O.P.R.G.C.T.

POINT OF
BEGINNING
N:13823505.75
E:2320557.08
SURFACE

S 40°56'44" E 810.42'

N 40°56'44" W 780.13'

CALLED 25.49 ACRES
"TRACT III"
PARTITION OF SILVA LAND
BETTERSWORTH & ASSOCIATES, INC
DATED DECEMBER 1996
DAVID V. SILVA
INST. NO. 201999017869
O.P.R.G.C.T.

LINE	BEARING	DISTANCE
L1	S 40°56'44" E	17.43'
L2	S 15°52'14" W	107.54'
L3	S 15°52'14" W	89.03'

3.533 ACRES
(153,897 SQ FT, MORE OR LESS)
90' WIDE PERMANENT EASEMENT

CALLED 26.49 ACRES
"TRACT II"
PARTITION OF SILVA LAND
BETTERSWORTH & ASSOCIATES, INC
DATED DECEMBER 1996
SAM V. SILVA
INST. NO. 201999017867
O.P.R.G.C.T.

Karrass Road (undefined R.O.W.)

SOLOMON BARNES SURVEY
ABSTRACT NO. 50

230.37' N 49°36'03" E

(N 51°24'44" E) N 49°36'03" E 960.19'

S 49°36'03" W 868.91'

90.03' N 41°45'19" W

249.64' S 49°36'03" W

CM FOUND 5/8" IRON ROD



200 W. Hwy 6, Suite 620, Waco, Texas 76712
254.772.9272 TBPLS 10194124



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 June, 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.

Revised Date: July 31, 2020

Adam M. Whitfield
ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 3 of 3

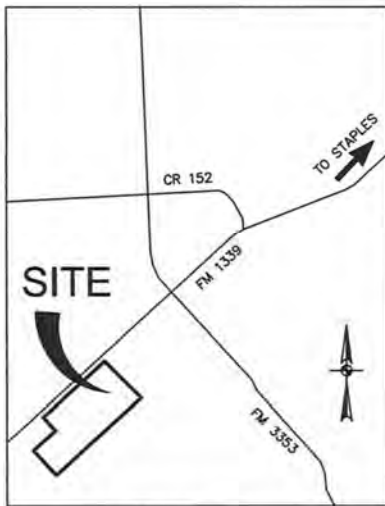
WORK ORDER ARWA1800532 DIGITAL FILE D043G PE.dwg Revision # 01 DRAWN BY MDH

© 2020 ALL RIGHTS RESERVED

Date: Jul 31, 2020, 10:35am User: Id: smwith File: G:\Projects\ARWA1800532-Alliance Water Supply\SEGMENT D TITLES - Guadalupe County\D043G\EXHIBIT E\SEGMENT D043G_PE_R1.dwg

Parcel D055G

PARCEL D055G
 J.C. STOLTE AND WIFE,
 KAREN STOLTE
 GUADALUPE COUNTY, TEXAS
 ALLIANCE WATER PH 1B



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 VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

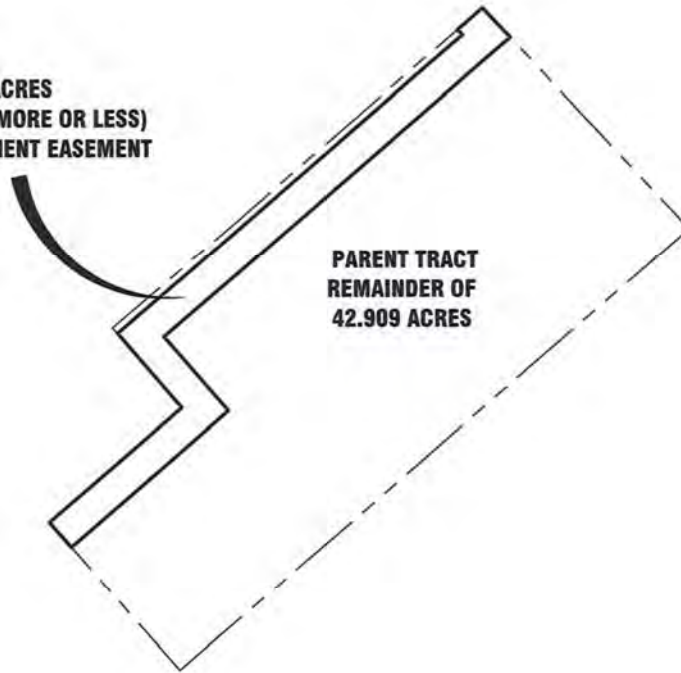
SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
 OF # CTA-21-CTA1900246G
 ISSUE DATE: JUNE 26, 2019

THERE ARE NO SCHEDULE B ITEMS LISTED FOR THIS PARCEL.

LOCATION MAP
 NOT TO SCALE

**4.350 ACRES
 (189,486 SQ FT, MORE OR LESS)
 90' WIDE PERMANENT EASEMENT**



Date: Aug 03, 2020, 9:26am User: dsmlh
 File: C:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT D TITLES - Guadalupe County\D055G\EASEMENT\D055G_PE_R01.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPLS 10194124

**Legal Description
4.350 Acre (189,486 Square Foot)
90 Foot Wide Permanent Easement**

BEING A 4.350 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE SOLOMON BARNES SURVEY, ABSTRACT NO. 56, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 42.909 ACRE TRACT OF LAND DESCRIBED IN DEED TO J.C. STOLTE AND WIFE, KAREN STOLTE AS RECORDED IN VOLUME 1527, PAGE 606 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 4.350 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch capped iron rod found stamped "B&A RPLS 2633", lying in the southeast right of way (R.O.W.) line of Farm to Market Road 1339 (80' wide R.O.W.) and being the north corner of the remainder of said 42.909 acre tract and the west corner of Lot 2 of the Galle Acres Subdivision, described in deed to Billy Joe Romero, a married man, as recorded in County Clerks File Number 2015009356 of said O.P.R.G.C.T., being further described as a 6.370 acre tract of land as recorded in Volume 6, Page 632 of the Plat Records of Guadalupe County, Texas (P.R.G.C.T.), for the north corner of the tract herein described. From which, a 1/2 inch capped iron rod found stamped "B&A RPLS 2633" being the north corner of said Lot 2, bears N 49° 01' 29" E, a distance of 232.20 feet;

THENCE S 43° 03' 40" E, along the southwest line of said Lot 2, being the northeast line of the remainder of said 42.909 acre tract, a distance of 110.08 feet, to a point for the northerly east corner hereof. From which a 1/2 inch iron rod found, being the southerly common corner of said Lot 2 and the remainder of said 42.909 acre tract bears S 43° 03' 40" E, a distance of 714.59 feet;

THENCE over and across said 42.909 acre tract, the following three (3) courses and distances:

- 1) S 49° 11' 02" W, a distance of 1,251.49 feet, to a point for an interior "ell" corner hereof;
- 2) S 40° 52' 51" E, a distance of 267.57 feet, to a point for corner;
- 3) S 49° 11' 46" W, a distance of 568.04 feet, to a point lying in the southwest line of said 42.909 acre tract, being a northeast line of the remainder of said 48 acre tract for the south corner hereof. From which a 1/2 inch iron rod found, being the southerly common corner of said 42.909 and 48 acre remainder tracts bears S 41° 04' 58" E, a distance of 449.62 feet;

THENCE along the common lines of said 48 acre remainder and 42.909 acre tracts, the following three (3) courses and distances:

- 1) N 41° 04' 58" W (record call is N 40° 38' 12" W), a distance of 90.00 feet, to a 1/2 inch capped iron rod found stamped "BLS 2024", being the southerly west corner of said 42.909 acre tract, for the southerly west corner hereof;
- 2) N 49° 11' 46" E, a distance of 478.36 feet, to a 1/2 inch iron rod found for an interior "ell" corner hereof;
- 3) N 40° 52' 51" W, a distance of 267.55 feet, to a point for corner hereof. From which a 1/2 inch capped iron rod found stamped "BLS 2024", being the northerly common corner of said 42.909 acre tract and the remainder of that called 48 acre tract of land described in deed as "First Tract" to Frank Hernandez, Sr., as recorded in Volume 302, Page 99 of the Deed Records of Guadalupe County, Texas (D.R.G.C.T.), and lying in said FM 1339 southeast R.O.W. line bears N 40° 52' 51" W, a distance of 20.00 feet;



THENCE leaving said common line, over and across the remainder of said 42.909 acres, the following two (2) courses and distances:

- 1) N 49° 11' 02" E, and being 20 feet from the northwest line of said 42.909 acre tract and said FM 1339 southeast R.O.W. line, when measured at right angles, a distance of 1,247.99 feet, to a point for an interior "ell" corner hereof;
- 2) N 43° 03' 40" W, a distance of 20.02 feet, to a point lying in the northwest line of said 42.909 acre tract and said FM 1339 southeast R.O.W. line, for corner hereof;

THENCE N 49° 11' 02" E, along the common line of said 42.909 acre tract and said R.O.W., a distance of 90.07 feet, to the **POINT OF BEGINNING** and containing 4.350 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.


Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 08-03-2020
March 13, 2020

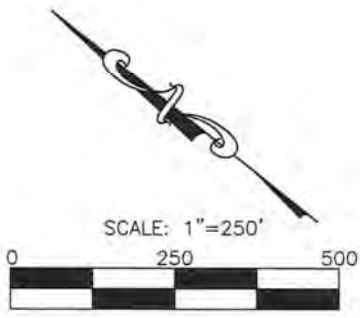
Revised Date: August 03, 2020



PARCEL D055G
 GUADALUPE COUNTY, TEXAS
 ALLIANCE WATER PH 1B
 EXHIBIT A

POINT OF BEGINNING
 N:13818770.69
 E: 2312804.82
 SURFACE

- LEGEND**
- △ = Calculated Point
 - = Found 1/2" Iron Rod (Unless Otherwise Noted)
 - = Found Fence Post, as noted
 - = Proposed Permanent Easement
 - - - = Adjoining Boundary (approx.)
 - - - = Abstract Line (approx.)
 - x - = Barbed Wire Fence (unless noted)
 - - - = Existing Easement, as noted
 - - - = Overhead Electric Line
 - O.P.R.G.C.T. = Official Public Records Guadalupe County, Texas
 - D.R.G.C.T. = Deed Records Guadalupe County, Texas
 - CM = Controlling Monument
 - (XX) = Record Call
 - IRF = Iron Rod Found
 - ⊕ = Power Pole
 - ⊕ = Guy Wire
 - ⊕ = Sign / Marker
 - ⊕ = Telephone Pedestal
 - ⊕ = Water Meter
 - ⊕ = Water Spigot
 - ⊕ = Fire Hydrant



200 W. Hwy 6, Suite 520, Waco, Texas 76712 254.772.9272
 TBPLS 10194124

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 June, 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.

Revised Date: August 03, 2020

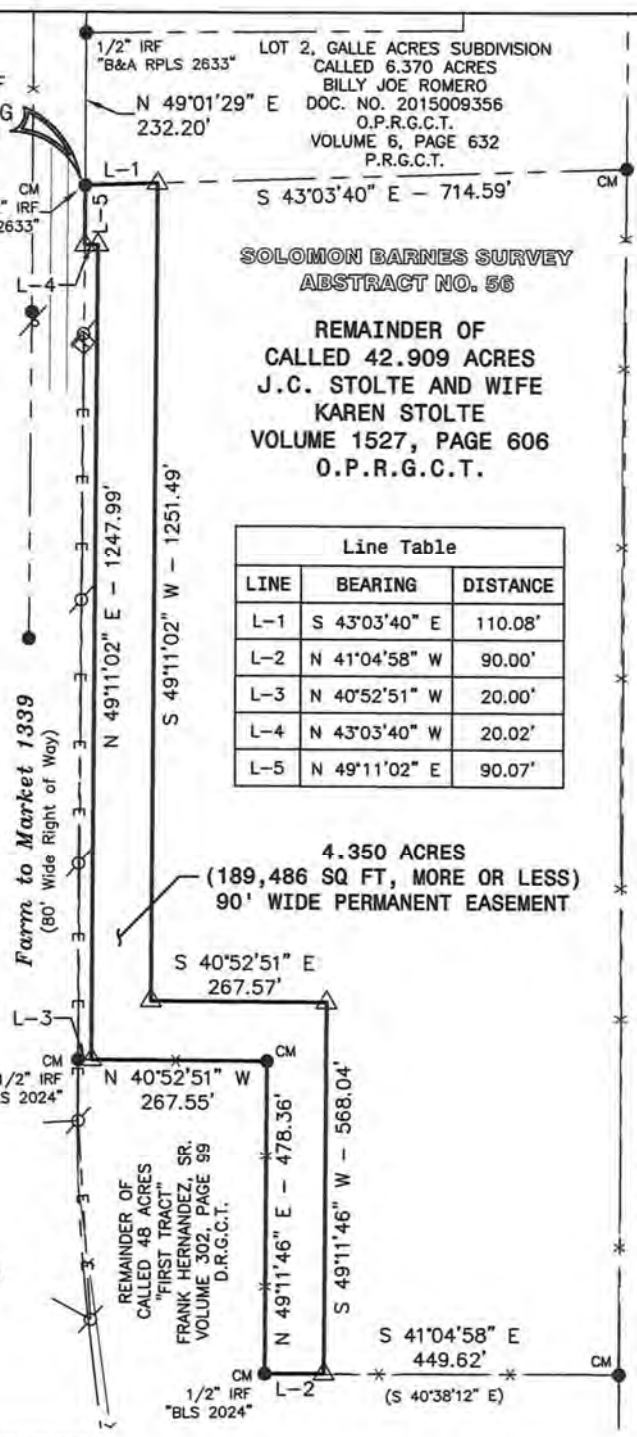
Adam M. Whitfield
 ADAM M. WHITFIELD, RPLS NO. 5786

LOT 2, GALLE ACRES SUBDIVISION
 CALLED 6.370 ACRES
 BILLY JOE ROMERO
 DOC. NO. 2015009356
 O.P.R.G.C.T.
 VOLUME 6, PAGE 632
 P.R.G.C.T.

SOLOMON BARNES SURVEY
 ABSTRACT NO. 56

REMAINDER OF
 CALLED 42.909 ACRES
 J.C. STOLTE AND WIFE
 KAREN STOLTE
 VOLUME 1527, PAGE 606
 O.P.R.G.C.T.

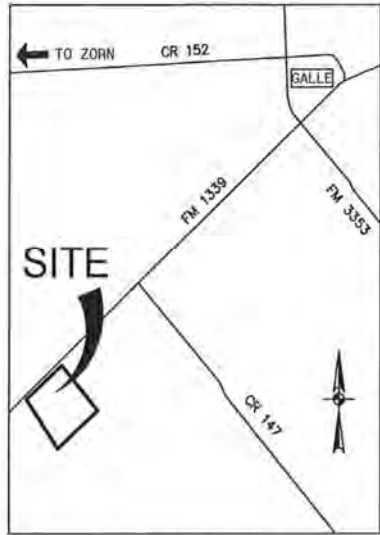
Line Table		
LINE	BEARING	DISTANCE
L-1	S 43°03'40" E	110.08'
L-2	N 41°04'58" W	90.00'
L-3	N 40°52'51" W	20.00'
L-4	N 43°03'40" W	20.02'
L-5	N 49°11'02" E	90.07'



Date: Aug 04, 2020, 10:27am User ID: awhitfield
 File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT D TITLES - Guadalupe County\D055G\EXHIBIT EASEMENT\D055G_PE ROI.dwg

Parcel D061G

PARCEL D061G
CHRIS JONES AND D'LOIS JONES,
HUSBAND AND WIFE
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

NOTES:

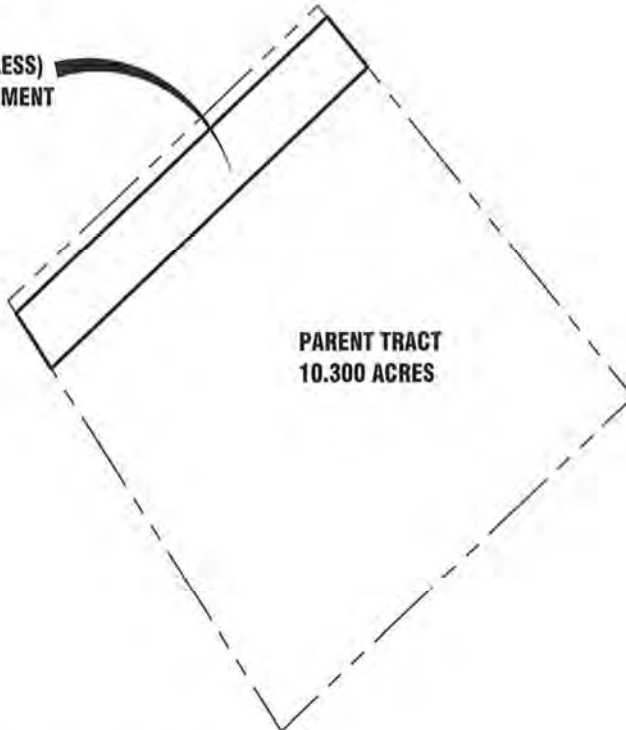
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. 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 VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
 CF# CTA-21-CTA1900253G
 ISSUE DATE: JUNE 20, 2019

- 10h.) TERMS, PROVISIONS, CONDITIONS, EASEMENTS, COVENANTS AND OPTIONS, VOLUME 1743, PAGE 102 O.P.R.G.C.T. (DOES AFFECT AS SHOWN) AND VOLUME 2009, PAGE 569 O.P.R.G.C.T. (DOES NOT AFFECT, NOT ON SUBJECT TRACT)
- 10L.) DEED BETWEEN W.M. ZIEGENHALS, SR. AND EMMA ZIEGENHALS AND W.M. ZIEGENHALS, JR. VOLUME 46, PAGE 491 D.R.G.C.T. (DOES NOT AFFECT, NOT ON SUBJECT TRACT)

1.259 ACRES
(54,842 SQ FT, MORE OR LESS)
90' WIDE PERMANENT EASEMENT



PARENT TRACT
10.300 ACRES

Date: Feb 27, 2020, 8:15am User ID: asmith
 File: G:\Projects\ARWA\1800532-Alliance Water Survey\SEGMENT 0 TITLES - Guadalupe County\D061G EASEMENT\D061G_FE.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPLS 10194124

Legal Description
1.259 Acre (54,842 Square Foot)
90' Wide Permanent Easement

BEING A 1.259 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN JONES SURVEY, ABSTRACT NO. 189, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 10.300 ACRE TRACT OF LAND DESCRIBED IN DEED TO CHRIS JONES AND D'LOIS JONES, HUSBAND AND WIFE, AS RECORDED IN VOLUME 1745, PAGE 26 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 1.259 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found stamped "Austin Surveyors", being the northerly common corner of said 10.300 acre tract and that called 10.300 acre tract of land described in deed to Alfredo Tijerina Nino and wife, Leticia Torres Nino as recorded in Volume 2079, Page 233 of said O.P.R.G.C.T., and lying in the southeast R.O.W. line of Farm to Market Road 1339 (FM 1339, 80' wide R.O.W.) and the northwest line of that 20 foot wide utility, drainage, and cable TV easement described in a Declaration of Covenants, Conditions, and Restrictions, as recorded in Volume 1743, Page 102 of said O.P.R.G.C.T.;

THENCE S 41° 08' 26" E, departing said R.O.W. line, along the northeast line of said 10.300 acre Jones tract and the southwest line of said 10.300 acre Nino tract, a distance of 20.00 feet, to a point lying in the southeast line of said easement for the **POINT OF BEGINNING** and the north corner of the herein described tract;

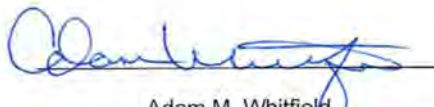
THENCE S 41° 08' 26" E, continuing along said common line a distance of 90.00 feet, to a point for the east corner hereof;

THENCE S 48° 50' 04" W, over and across said 10.300 acre Jones tract a distance of 614.61 feet, to a point lying in the southwest line of said 10.300 acre Jones tract and the northeast line of that called 36.175 acre tract of land described as "Tract 1" in deed to Terry Rust and Sharon Rust as recorded in Volume 1120, Page 135 of said O.P.R.G.C.T. for the south corner hereof. From which a 1/2 inch capped iron rod found stamped "Austin Surveyors", being the southerly common corner of said 10.300 acre Jones tract and said Tract 1 bears S 34° 45' 06" E (record call is S 34° 14' 04" E), a distance of 592.65 feet;

THENCE N 34° 45' 06" W, along the common line of said 10.300 acre Jones tract and said Tract 1 a distance of 90.57 feet, to a point lying in said southeast easement line for the west corner hereof;

THENCE N 48° 50' 04" E, over and across said 10.300 acre Jones tract, along the southeasterly line of said 20 foot utility easement, a distance of 604.53 feet, to the **POINT OF BEGINNING** and containing 1.259 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.



Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 02-27-2020



February 27, 2020



PARCEL D061G
 GUADALUPE COUNTY, TEXAS
 ALLIANCE WATER PH 1B
 EXHIBIT A

POINT OF BEGINNING
 N:13814832.60
 E:2308543.11
 SURFACE

CALLED 10.300 ACRES
 ALFREDO TIJERINA NINO
 AND WIFE, LETICIA
 TORRES NINO
 VOLUME 2079, PAGE 233
 O.P.R.G.C.T.

POINT OF COMMENCING

20' Wide Utility, Drainage,
 & Cable TV Easement
 Declaration of Covenants,
 Conditions & Restrictions
 Volume 1743, Page 102
 O.P.R.G.C.T.

1.259 ACRES
 (54,842 SQ FT, MORE OR LESS)
 90' WIDE PERMANENT EASEMENT

JOHN JONES SURVEY
 ABSTRACT NO. 188

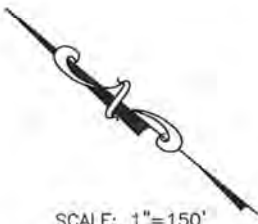
CALLED 10.300 ACRES
 CHRIS JONES AND D'LOIS JONES,
 HUSBAND AND WIFE
 VOLUME 1745, PAGE 26
 O.P.R.G.C.T.

CALLLED 36.175 ACRES
 TRACT 1
 TERRY RUST & SHARON RUST
 VOLUME 1120, PAGE 135
 O.P.R.G.C.T.

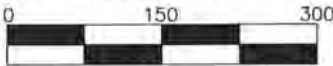
Farm to Market 1339
 (80' Wide Right of Way)

N 48°50'04" E - 604.53'
 S 48°50'04" W - 614.61'

(S 34°14'04" E)
 S 34°45'06" E - 592.65'



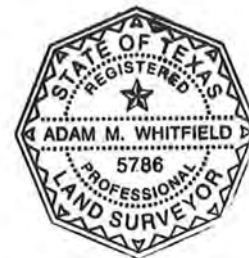
SCALE: 1"=150'



LEGEND

- = Calculated Point
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LINE	BEARING	DISTANCE
L-1	S 41°08'26" E	20.00'
L-2	S 41°08'26" E	90.00'
L-3	N 34°45'06" W	90.57'



200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPLS 10194124

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 June, 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.

Date: February 27, 2020

Adam M. Whitfield
 ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 3 of 3

WORK ORDER ARWA1800532 DIGITAL FILE D061G Easement.dwg Revision # XX DRAWN BY SOS

© 2020 ALL RIGHTS RESERVED

Parcel D089G

PARCEL D089G
 BARRY JAROSZEWSKI AND JOAN
 JAROSZEWSKI, A MARRIED COUPLE
 GUADALUPE 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 VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

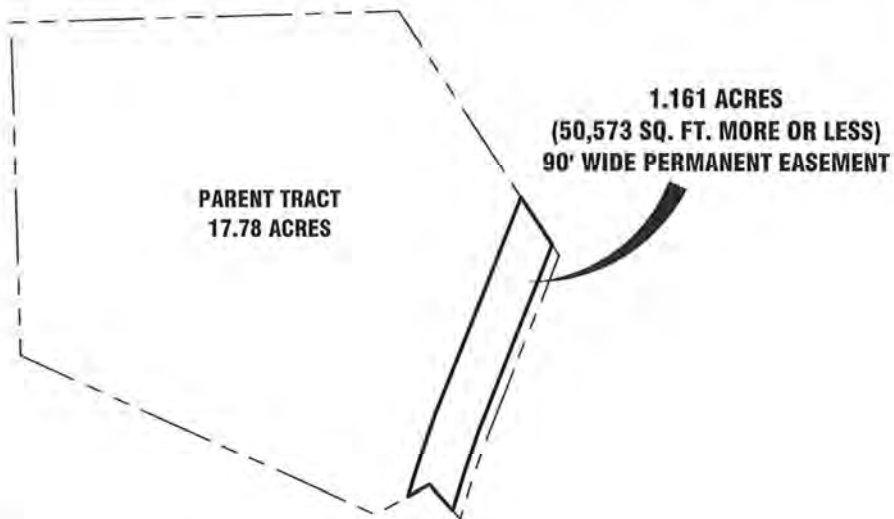
CHICAGO TITLE INSURANCE COMPANY
 CF# CTA-21-CTA2001751SO
 ISSUE DATE: MAY 11, 2020

- 10n.) TEMPORARY ACCESS EASEMENT AGREEMENT DATED 10/31/2019 BY TOUR PARTNERS, LTD. TO BARRY JAROSZEWSKI AND JOAN JAROSZEWSKI, RECORDED IN INST. NO. 201999028007 O.P.R.G.C.T. (DOES NOT AFFECT SUBJECT TRACT, BUT DOES AFFECT PARENT TRACT)
- 10m.) EASEMENT AND RIGHT OF WAY GRANTED TO THE CITY OF SAN ANTONIO RECORDED IN VOLUME 437, PAGE 299, D.R.G.C.T. (DOES NOT AFFECT)
- 10n.) AGREEMENT BY AND BETWEEN THE CITY OF SAN ANTONIO AND THE LOWER COLORADO RIVER AUTHORITY RECORDED IN VOLUME 715, PAGE 616, O.R.G.C.T. (DOES NOT AFFECT)

ITEMS NOT IN TITLE COMMITMENT:

20' WIDE RIGHT-OF-WAY EASEMENT TO CRYSTAL CLEAR WATER SUPPLY, VOLUME 375, PAGE 532 D.R.C.C.T. (DOES AFFECT, BLANKET BY NATURE)

RIGHT-OF-WAY EASEMENT GRANTED TO GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. RECORDED IN INSTRUMENT NO. 201899003770, O.P.R.G.C.T. (DOES AFFECT, BLANKET BY NATURE)



200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPELS 10194124

Date: Jul 22, 2021, 3:56pm User ID: ssmith
 File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT D TITLES - Guadalupe County\D089G\EXHIBIT EASEMENT\D089G_PE_R01.dwg



Legal Description
1.161 Acre (50,573 Square Foot more or less)
90 Foot Wide Permanent Easement

BEING A 1.161 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE WILLIAM. J. RAGSDALE SURVEY, ABSTRACT NO. 268, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 17.78 ACRE TRACT OF LAND, "TRACT ONE" DESCRIBED IN DEED TO BARRY JAROSZEWSKI AND JOAN JAROSZEWSKI, A MARRIED COUPLE, AS RECORDED IN COUNTY CLERKS FILE NUMBER 201999028006 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 1.161 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "BLS 2024" lying in the northwest Right of Way (ROW) line of State Highway 123 (SH 123, variable width ROW), being the east end of the southwest cutback line of SH 123 and County Road 142 (a.k.a. Dietert Road, 50 foot wide ROW) and the most easterly northeast corner of the remainder of that called 170.699 acre tract of land described in deed to Tour Partners, LTD., as recorded in County Clerks File Number 201999000803 of said O.P.R.G.C.T.;

THENCE S 21° 55' 00" W, along said SH 123 northwest ROW line and the northeast line of said 170.699 acre tract, a distance of 3,009.23 feet, to a point, being the northeast corner of said 17.78 acre tract;

THENCE N 33° 41' 21" W, leaving said ROW line, along the northeast line of said 17.78 acre tract, being a common line of the remainder of said 170.699 acre tract, a distance of 24.24 feet, to a point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE leaving said common line, over and across said 17.78 acre tract, the following two (2) courses and distances:

- 1) S 21° 55' 00" W, a distance of 394.92 feet to a point for an angle point hereof, at the beginning of a non-tangent curve to the left, having a central angle of 2° 54' 28", a radius of 2,924.80 feet and having a chord bearing S 18° 28' 54" W, a chord distance of 148.41 feet. From which, a 1/2 inch capped iron rod found and stamped "BLS 2024" lying in the common line of said 17.78 acres and SH 123 northwest ROW line bears S 69° 04' 32" E, a distance of 20.00 feet, and being at the beginning of a non-tangent curve to the left in said ROW line;
- 2) Southwesterly along said non-tangent curve to the left, an arc distance of 148.43 feet, to point for the southeast corner hereof, also lying in the south line of said 17.78 acre tract, being a common line of the remainder of said 170.699 acre tract, and the northeast line of that called 0.16 acre tract of land, "Tract Two" described as a non-exclusive variable width access easement to Barry Jaroszewski and Joan Jaroszewski, a married couple, as recorded in said County Clerks File Number 201999028006 of said O.P.R.G.C.T. From which, a 1/2 inch iron pipe found at the end of said non-tangent curve to the left in the common line of said SH 123 ROW line and 170.699 acres bears S 06° 09' 04" W a distance of 985.49 feet;

THENCE along the common south lines of said 17.78 acres and the north lines of said 0.16 acres and the remainder of said 170.699 acres, the following two (2) courses and distances:

- 1) N 42° 00' 16" W, a distance of 64.71 feet, to an existing 10 Inch square metal post fence corner for a common corner of said tracts and interior "ell" corner hereof;



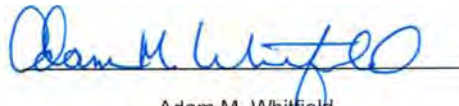
- 2) S 61° 25' 10" W, a distance of 49.34 feet, to a point at the beginning of a non-tangent curve to the right, having a central angle of 2° 58' 29", a radius of 3,014.80 feet, and having a chord bearing N 18° 28' 40" E a distance of 156.51 feet, for the southwest corner hereof. From which, a 1/2 inch capped iron rod found and stamped "DAM 5348", lying in the common line of said 17.78 acre and 170.699 acre tracts, and being the northeast corner of that called 79.809 acre tract of land described in deed to NB Dean 32, LLC, a Texas Limited Liability company, as recorded in County Clerks File Number 202199017278 of said O.P.R.G.C.T., bears N 82° 54' 48" W, a distance of 192.63 feet;

THENCE leaving said common line, over and across said 17.78 acre tract, the following two (2) courses and distances:

- 1) Northeasterly along said non-tangent curve to the right, an arc distance of 156.52 feet, to an angle point hereof;
- 2) N 21° 55' 00" E, a distance of 458.08 feet, to a point lying in the northeast line of said 17.78 acre tract, being a common line of the remainder of said 170.699 acre tract, for the northwest corner hereof;

THENCE S 33° 41' 21" E, along the north line of said 17.78 acre tract, a distance of 109.07 feet, to the **POINT OF BEGINNING** and containing 1.161 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.

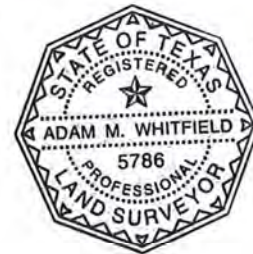


Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 07.22.2021

October 14, 2020

Revised Date: July 22, 2021



PARCEL D089G
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT

WILLIAM J. RAGSDALE SURVEY
ABSTRACT NO. 268

CALLED 17.78 ACRES
TRACT ONE
BARRY JAROSZEWSKI AND
JOAN JAROSZEWSKI,
A MARRIED COUPLE
DOC NO. 20199028006
O.P.R.G.C.T.

1.161 ACRES
(50,573 SQ FT, MORE OR LESS)
90' WIDE PERMANENT EASEMENT

UNDEFINED WIDTH UTILITY EASEMENT
GUADALUPE VALLEY ELECTRIC COOP
DOC. NO. 201899003770
O.P.R.G.C.T.

CALLLED 79.809 ACRES
NB DEAN 32, LLC, A TEXAS
LIMITED LIABILITY COMPANY
DOC NO. 202199017278
O.P.R.G.C.T.

CALLLED 0.16 ACRE - TRACT TWO
NON-EXCLUSIVE VARIABLE WIDTH
ACCESS EASEMENT
BARRY JAROSZEWSKI AND
JOAN JAROSZEWSKI, A MARRIED COUPLE
DOC NO. 201999028006
O.P.R.G.C.T.

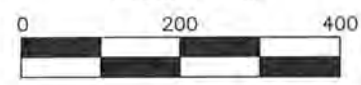
REMAINDER OF
CALLED 170.699 ACRES
TOUR PARTNERS, LTD.
DOC. NO. 201999000803
O.P.R.G.C.T.

CO. ROAD 142 (DIETERT RD)
(50' WIDE RIGHT OF WAY)
POINT OF COMMENCING

REMAINDER OF
CALLED 170.699 ACRES
TOUR PARTNERS, LTD.
DOC. NO. 201999000803
O.P.R.G.C.T.

POINT OF BEGINNING
N: 13810156.04
E: 2297744.86
SURFACE

SCALE: 1"=200'



LEGEND

- = Calculated Point
-
-
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-
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-
- O.P.R.G.C.T. = Official Public Records
Guadalupe County, Texas
- (XX) = Record Call
- CM = Controlling Monument
- CIRF = Capped Iron Rod Found,
Stamped as noted
-
-

Line Table		
TAG ID	BEARING	DISTANCE
L-1	N 33°41'21" W	24.24'
L-2	S 69°04'32" E	20.00'
L-3	N 42°00'16" W	64.71'
L-4	S 61°25'10" W	49.34'
L-5	S 33°41'21" E	109.07'

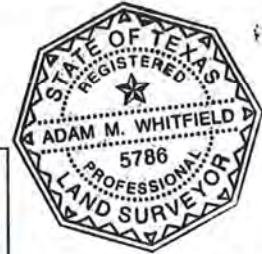
Curve Table				
TAG ID	RADIUS	ARC LENGTH	DELTA	LONG CHORD
C-1	2924.80'	148.43'	2°54'28" S 18°28'54" W	148.41
C-2	3014.80'	156.52'	2°58'29" N 18°28'40" E	156.51



200 W. Hwy 6, Suite 620, Waco, Texas 76712
254.772.9272 TBPELS 10194124

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 May 2020, and July 2021, 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.

Adam M. Whitfield
ADAM M. WHITFIELD, RPLS NO. 5786



PAGE 4 of 4

WORK ORDER ARWA1800532 DIGITAL FILE D089G PE.dwg Revision # 01 DRAWN BY SOS

© 2021 ALL RIGHTS RESERVED

Date: Jul 22, 2021, 4:02pm User: ID: smith File: G:\Projects\ARWA1800532-Alliance Water\Survey\Segment D Titles - Guadalupe County\Exhibit EASEMENT\0089G_PE_001.dwg

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, July 28, 2021 at 3:00 P.M.

Buda City Hall -or- Call Number: 1-903-405-2572; Code: 636 090 716#

L. ADJOURNMENT
