

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 P.M.

Call-In Number: 1-346-248-7799
Meeting ID: 875 1870 3845
Passcode: 916845

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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, August 24, 2022, at the County Line Special Utility District Offices, 8870 Camino Real, Kyle, 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:

[ZOOM MEETING LINK](#)

Call-In Number: 1-346-248-7799

Meeting ID: 875 1870 3845

Passcode: 916845

A. CALL TO ORDER

B. ROLL CALL

C. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS

C.1 Oath of Office and swearing in of Directors

C.2 Election of Board Secretary for the remainder of the May 2022 through April 2023 Board term

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

E. 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.

E.1 Consider approval of minutes of the Regular Meeting held July 27, 2022. ~
Graham Moore, P.E., Executive Director

E.2 Consider approval of the Quarterly Investment Report for the period ending June 30, 2022. ~
Graham Moore, P.E., Executive Director

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F. PUBLIC HEARINGS / PRESENTATIONS

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

- G.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*

H. 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.*

I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- I.1 Consider adoption of Resolution 2022-08-24-001 naming authorized signatories on the Authority's Broadway National Bank and TexSTAR pooling accounts. ~ *Graham Moore, P.E., Executive Director*

- I.2 Consider adoption of Resolution 2022-08-24-002 making Appointments of Directors to the Authority's Technical Committee. ~ *Graham Moore, P.E., Executive Director*

- I.3 Consider adoption of Resolution 2022-08-24-003 approving a Financing Agreement with the Texas Water Development Board with respect to receiving financial assistance in the principal amount up to \$48,000,000 from the State Water Implementation Revenue Fund for Texas ("SWIRFT"); authorizing other matters incident and related thereto. ~ *Graham Moore, P.E., Executive Director*

- I.4 Consider adoption of Resolution 2022-08-24-004 awarding a construction contract to S.J. Louis Construction of Texas, Ltd. for the Phase 1B Treated Pipeline Segment D Project, contingent upon approval of the award by the Texas Water Development Board. ~ *Graham Moore, P.E., Executive Director*

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- I.5 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Chris Noe, P.E., Pape-Dawson Engineers*
 - I.6 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
 - I.7 Consider adoption of Resolution 2022-08-24-005 approving Work Order #6 with Freese & Nichols, Inc. for Construction Administration Services on the Authority's Phase 1B Segment D Project, as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
 - I.8 Discussion and possible adoption of Resolution 2022-08-24-006 approving an Agreement for Addition of a Delivery Point with the City of Kyle and authorizing the Executive Director to execute all necessary documents related to the Agreement. ~ *Graham Moore, P.E., Executive Director*
 - I.9 Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants. ~ *CD&P*
- 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) and/or Section 551.074 (Personnel Matters) regarding:*
 - A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Permit Applications filed at the Gonzales County Underground Water Conservation District*
 - D. *Acquisition of real property for water supply project purposes*
 - E. *Annual performance evaluation of Executive Director, Graham Moore*
 - K.2 Action from Executive Session on the following matters:
 - A. *Water supply partnership options*
 - B. *Groundwater leases*

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- C. *Permit Applications filed at the Gonzales County Underground Water Conservation District*
- D. *Acquisition of real property for water supply project purposes*
- E. *Consideration of Resolution 2022-05-24-007 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.*
- F. *Annual performance evaluation of Executive Director, Graham Moore*

L. ADJOURNMENT

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

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A. CALL TO ORDER

No Backup Information for this Item.

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B. ROLL CALL

NAME	TERM ENDS	PRESENT
Mayor Jane Hughson (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 – Assistant Director of Public Works)	April 2023	
Councilmember Mark Gleason (San Marcos)	April 2025	
Humberto Ramos – Vice Chair (CRWA – Water Resources Director)	April 2024	
Amber Lewis (Kyle – Assistant City Manager)	April 2024	
Tyler Hjorth (San Marcos – Director, Utilities)	April 2024	
Chris Betz – Chair (CRWA – Project Coordinator, County Line SUD)	April 2025	
Derrick Turley (Kyle – Water Production Supervisor)	April 2024	
Shaun Condor (San Marcos – Interim Director of Engineering & CIP)	April 2025	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Paul Kite (San Marcos – Asst. Director of Public Services)	April 2025	

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C. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS

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C.1 Oath of Office and swearing in of Directors

Background/Information

The newly appointed Board member is:

- Amber Lewis - Kyle

Attachment(s)

- Alliance Water – Director Oath of Office

Board Decision(s) Needed:

- None.

Oath of Office
ALLIANCE REGIONAL WATER AUTHORITY
Board of Directors

I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, or promised to pay, contributed or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof.

I do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Board Director of the Alliance Regional Water Authority, and will to the best of my ability preserve, protect and defend the constitution and laws of the United States and of this state, so help me God.

Signature

Date

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- D. 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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E. CONSENT AGENDA

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

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E.1 Consider approval of minutes of the Regular Meeting held July 27, 2022. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- 2022 07 27 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, July 29, 2022

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, July 29, 2022 at the City of San Marcos Pauline Espinosa Community Hall.

A. CALL TO ORDER.

- **The Alliance Water Board Meeting was called to order at 3:05 p.m. by Mr. Betz.**

B. ROLL CALL.

- **Present: Hughson, Franke, Samford, Neffendorf, Ramos, Earp, Hjorth, Betz, Condor and Allen. Mr. Earp was out of the room during Items H.8 through H.9 and he left the meeting after Item J.2.D.**
- **Absent: Turley, Gleason and Kite.**

C. PUBLIC COMMENT PERIOD

- **None.**

D. CONSENT AGENDA

D.1 Consider approval of minutes of the Regular Meeting held June 22, 2022.

D.2 Consider approval of the financial reports for May 2022 and June 2022.

- **Mr. Neffendorf noted that the minutes from the June 22nd meeting mistakenly showed the consent agenda was approved on a 12-0 vote, this should be a 9-0 vote.**
- **Motion to approve the consent agenda with the correction noted was made by Mr. Allen, seconded by Mr. Neffendorf and approved on a 10-0 vote.**

E. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

F.1 Report on Technical Committee activities.

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.

- **No items opened.**

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No Action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

H.1 Presentation on a Transition Plan for Operations & Maintenance of the Carrizo Water Supply Project as requested by the Board of Directors.

- **Mr. Moore presented a Transition Plan for the Operations and Maintenance of the Carrizo Water project.**
- **There was general preference for Option 1, where Alliance Water could hire staff to support operations with a full transition to come in the future.**
- **No Action.**

H.2 Update, discussion and possible action regarding the selection of a Proponent to provide Operations and Maintenance Services for the Authority's Carrizo Water Supply Project; including possible direction to Staff regarding next steps.

- **Mr. Earp stated that he wants Alliance Water to control and leverage the experience of others for operations.**
- **Mr. Earp made a motion to award the Request for Proposal to the two most qualified respondents, to Alliance Water for the management of the Water Treatment Plant and the distribution system and to Guadalupe-Blanco River Authority for day-to-day operations through a contract for operations. Mr. Hjorth seconded the motion.**
- **Mr. Hjorth stated that he is concerned about costs and that removing management would change the costs presented in the proposals.**
- **Mr. Earp stated that under his motion, Alliance Water would maintain control and decision-making.**

- **Mr. Earp clarified the motion to state that Alliance Water will maintain managerial and operational oversight and GBRA to operate the plant and system. Mr. Hjorth seconded the clarified motion. The vote on the clarified motion was 8-2 in favor with Mr. Hjorth and Mr. Condor voting against.**

Note: Items H.3 and H.4 were provided out of order, at the end of the meeting.

- H.5 Consider adoption of Resolution 2022-07-27-001 adopting Amendment #5 to Work Order #5 with BGE, Inc. for additional design services related to the Phase 1B Segment C project, as recommended by the Technical Committee.
- **Motion to adopt Resolution 2022-07-27-001 adopting Amendment #5 to Work Order #5 with BGE, Inc. for additional design services to the Segment C project was made by Mr. Ramos, seconded by Mr. Hjorth and approved on a 9-0 vote.**
- H.6 Consider adoption of Resolution 2022-07-27-002 adopting the Authority's budget for FY 2022-23 as recommended by the Technical Committee.
- **Mr. Hjorth clarified that with the awarding of the RFP under Item H.2 and the possible budget impacts, that the two staff members included in the planned FY 2022-23 budget would not be hired without separate Board approval.**
 - **Mr. Moore concurred with this interpretation.**
 - **Motion to adopt Resolution 2022-07-27-002 adopting the Authority's budget for FY 2022-23 was made by Ms. Franke, seconded by Mr. Hjorth and approved on a 9-0 vote.**
- H.7 Consider adoption of Resolution 2022-07-27-003 authorizing the Executive Director to execute all documents related to granting of an easement to CenterPoint Energy Resources Corp. across the Authority's Buda Pump Station property.
- **Motion to adopt Resolution 2022-07-27-003 authorizing the Executive Director to execute all documents related to granting of an easement to CenterPoint Energy Resources Corp. across the Authority's Buda Pump Station property was made by Ms. Hughson, seconded by Ms. Franke and approved on a 9-0 vote.**
- H.8 Consider adoption of Resolution 2022-07-27-004 approving a Groundwater Development Agreement with Rafe and Pamela Jackson.
- **Motion to adopt Resolution 2022-07-27-004 approving a Groundwater Development Agreement with Rafe and Pamela Jackson was made by Mr. Ramos, seconded by Mr. Neffendorf and approved on a 9-0 vote.**

- H.9 Discussion and possible direction to Staff regarding the request by the Guadalupe-Blanco River Authority to expand the capacity of the ARWA Water Treatment Plant.
- **Mr. Moore provided background on the request by GBRA.**
 - **The Board provided direction to Staff to research the technical aspects of the request and to provide additional information to the Board.**
 - **No Action.**
- H.10 Consider adoption of Resolution 2022-07-27-005 authorizing the Executive Director to execute an amendment to the Water Sharing Memorandum of Understanding between the Authority and the cities of Buda, Kyle and San Marcos to reduce the water shared with Buda, as requested by Buda.
- **Motion to adopt Resolution 2022-07-27-005 authorizing the Executive Director to execute an amendment to the Water Sharing Memorandum of Understanding between the Authority and the cities of Buda, Kyle and San Marcos to reduce the water shared with Buda was made by Mr. Ramos, seconded by Mr. Allen and approved on a 10-0 vote.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **None.**
- J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
- A. Water supply partnership options*
 - B. Groundwater leases*
 - C. Acquisition of real property for water supply project purposes*
- **No Action.**
- J.2 Action from Executive Session on the following matters:
- A. Water supply partnership options
 - B. Groundwater leases
 - C. Acquisition of real property for water supply project purposes.
- **No Action.**
- D. Consideration of Resolution 2022-07-27-006 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.

- **Motion to adopt Resolution 2022-07-27-006 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions as presented was made by Mr. Neffendorf, seconded by Mr. Earp and approved on an 10-0 vote.**

H.3 Update and possible direction to Staff regarding construction of the Authority’s Phase 1B program.

- **Mr. Noe provided an update on the construction of the Phase 1B Program.**
- **No Action.**

H.4 Update and discussion regarding the status of the Authority’s Phase 1B program, and direction to staff and consultants.

- **Mr. Sowa provided an update on the Phase 1B Program.**
- **No Action.**

K. ADJOURNMENT

- **Meeting was adjourned at 5:10 p.m. based on the motion by Ms. Hughson, seconded by Mr. Condor on a 9-0 vote.**

APPROVED: _____, 2022

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

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E.2 Consider approval of the Quarterly Investment Report for the period ending June 30, 2022. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- Quarterly Investment Report for period ending June 30, 2022

Board Decision(s) Needed:

- Approval of Quarterly Investment Report.

Alliance Regional Water Authority



Quarterly Investment Report Ending as of June 30, 2022

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, 2022 – June 30, 2022**

Portfolio Allocation Analysis

Portfolio as of March 31, 2022

Portfolio as of June 30, 2022

Beginning Book Value \$240,434,678.05
Beginning Market Value \$240,434,678.05
Unrealized Gain / Loss – 0 –

Ending Book Value \$203,093,973.56
Ending Market Value \$203,093,973.56
Accrued Interest \$245,025.30
Change in Unrealized Gain/Loss – 0 –

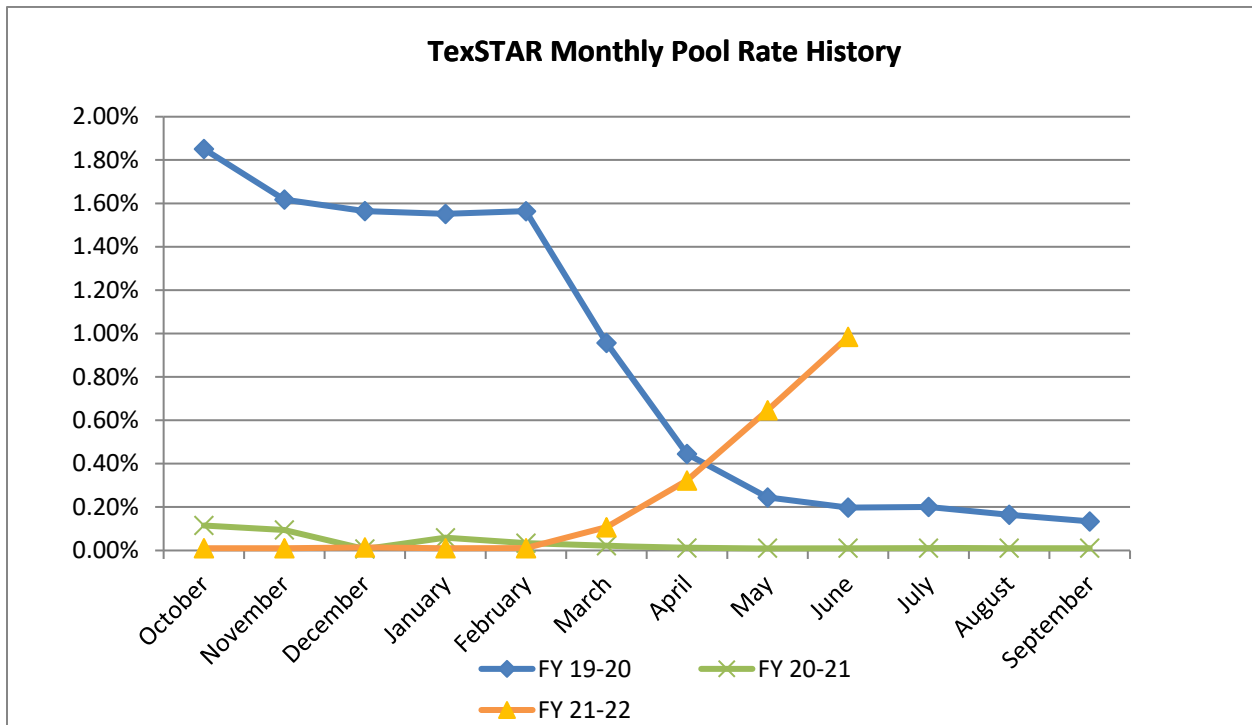
Schedule of Cash Accounts and Investments		
	As of March 31, 2022	As of June 30, 2022
Funds in Investment Pools		
TexSTAR Balance	\$120,046,291.47	\$106,224,406.75
Deposits to TexSTAR in Period	\$82,263,266.57	\$10,163,882.32
Accrued Interest	\$11,796.57	\$191,838.02
Percentage of Total Portfolio	49.93%	52.30%
Funds in Checking Accounts		
Broadway Balance	\$75,000.00	\$75,000.00
Deposits to Checking in Period	\$101,353,842.62	\$17,981,954.05
Percentage of Total Portfolio	0.0%	0.0%
Funds in Reserve Accounts		
Reserves Balance	\$2,967,252.90	\$7,844,488.55
Deposits to Reserves in Period	\$185,414.05	\$4,480,370.43
Percentage of Total Portfolio	0.6%	2.5%
Funds in Savings Accounts		
Broadway Balance	\$11,449,673.51	\$2,938,549.61
Deposits to Savings in Period	\$6,500,000.00	\$0.00
Accrued Interest	\$1,331.61	\$448.95
Percentage of Total Portfolio	4.8%	1.4%

Funds in Escrow Accounts		
BoKF - 2015A (CRWA)	\$335,098.83	\$335,253.46
BoKF - 2015B (Kyle)	\$221,967.61	\$222,070.03
BoKF - 2019A (CRWA)	\$1,780,643.24	\$1,781,477.92
BoKF - 2019B (Kyle)	\$1,623,850.50	\$1,624,611.67
BoKF - 2019C (San Marcos)	\$2,067,267.18	\$2,068,236.37
BoKF - 2019D (Buda)	\$292,559.85	\$292,696.67
BoKF - 2020A (CRWA)	\$32,402,334.22	\$32,417,327.04
BoKF - 2020B (Kyle)	\$29,542,697.14	\$29,556,366.79
BoKF - 2020C (San Marcos)	\$32,402,334.22	\$12,483,362.29
BoKF - 2020D (Buda)	\$5,227,707.38	\$5,230,126.41
Deposits to Escrow in Period	\$0.00	\$0.00
Accrued Interest	\$5,746.07	\$51,458.53
Percentage of Total Portfolio	44.0%	42.4%
Total Investments & Cash Accounts	\$240,434,678.05	\$ 203,093,973.56

Benchmark Analysis	
Benchmark (US Treasury – Daily Bill Rates: 4 weeks)	0.634%
TexSTAR Average Monthly Rate	0.651%
Average Weighted Maturity	41.3 Days

Schedule of TexSTAR Monthly Rate History October 1, 2018 – September 30, 2022

<u>Month</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 Monthly Rate (FY 21-22)</u>	<u>Average Rate Variance</u>
October	2.16%	1.85%	0.12%	0.01%	-0.11%
November	2.22%	1.62%	0.09%	0.01%	-0.08%
December	2.31%	1.56%	0.01%	0.01%	0.01%
January	2.39%	1.55%	0.06%	0.01%	-0.05%
February	2.40%	1.56%	0.03%	0.01%	-0.02%
March	2.41%	0.96%	0.02%	0.11%	0.09%
April	2.42%	0.44%	0.01%	0.32%	0.31%
May	2.40%	0.24%	0.01%	0.65%	0.64%
June	2.38%	0.20%	0.01%	0.99%	0.98%
July	2.39%	0.20%	0.01%		
August	2.13%	0.16%	0.01%		
September	2.11%	0.13%	0.01%		



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

Background/Information

The following items were discussed by the Committee at its 8/10 meeting:

- Received a construction update on the Phase 1B projects (Item I.5).
- Received an update on the Phase 1B program (Item I.6).
- Recommended award of the Segment D Construction contract to SJ Louis Construction of Texas (Item I.4).
- Recommended approval of Work Order #6 with Freese & Nichols Inc. for construction administration on the Segment D construction project (Item I.7).
- Recommended approval of an agreement with the City of Kyle for the addition of a second delivery point for their system (Item I.8).
- Received an update on SWIFT funding (Item I.3).
- Received an update on area water meetings (Item F.2).

Board Decision(s) Needed:

- None.

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- G.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 August 9th. The District is on track for passing their budget next year.

Plum Creek Conservation District (PCCD)

The PCCD met on August 16th. Staff met with PCCD Staff separately to discuss the monitoring wells that are required as part of the Authority's permit. More information to come on this in the near future.

Groundwater Management Area 13

GMA-13 has approved the DFCs and the Texas Water Development Board has issued the draft Managed Available Groundwater. The MAG includes Phases 1 and 2 of the Authority's project.

Region L Planning Group

Region L met on August 4th. 2023 will include the release of the water demand projections by user and then water projects will start being identified, until then the work is less strenuous.

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

No update.

Board Decision(s) Needed:

- None.

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- H. 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

- None.

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Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.1** Consider adoption of Resolution 2022-08-24-001 naming authorized signatories on the Authority's Broadway National Bank and TexSTAR pooling accounts. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority needs to update the authorized signatories for the Authority's Broadway National Bank, BOKF and TexSTAR accounts as a result of the recent officer changes. Historically the Authority officers have been the only Board members designated as authorized representatives on the account, with the Executive Director with administrative rights on the accounts.

Attachment(s)

- Resolution 2022-08-24-001

Board Decision(s) Needed:

- Adoption of Resolution 2022-08-24-001.



ALLIANCE WATER

RESOLUTION NO. 20210824-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS IDENTIFYING AUTHORIZED SIGNATORIES ON THE AUTHORITY’S BROADWAY BANK, BOKF AND TEXSTAR POOLING ACCOUNTS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Hays Caldwell Public Utility Agency (the “Agency”) entered into an agreement with the TexSTAR Pool for investment services in February 2009. This account was transferred to the Alliance Regional Water Authority (the “Authority”) in June 2017.

2. The Agency also engaged Broadway National Bank in April 2014 to provide banking services as needed by the Agency. The Agency’s accounts were transferred to the Authority in June 2017 and subsequently additional accounts have been created at the bank by the Authority.

3. The Agency and later the Authority entered into agreements with BOKF for the accounts associated with the Texas Water Development Board revenue bonds starting in November 2015 through November 2020.

4. Periodically the Authority must update the authorized signatories on the Broadway Bank, BOKF and TexSTAR Pool accounts.

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

SECTION 1. The following officials of the Authority are hereby authorized to sign checks, warrants, deposits, withdrawals and documents involving the Authority’s accounts and shall be considered signatories on the accounts:

- Chris Betz – Board Chair
- Jane Hughson – Board Vice-Chair
- Blake Neffendorf – Treasurer
- _____ - Secretary

SECTION 3. The Executive Director, Graham Moore, shall have administrative rights to view the account details.

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

Resolution 20220824-001
Naming Authorized Signatories

ADOPTED: August 24, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.2** Consider adoption of Resolution 2022-08-24-002 making Appointments of Directors to the Authority's Technical Committee. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Mr. Earp served on the Technical Committee, since he is no longer apart of Alliance Water, the Board needs to review appointments to the Technical Committee. Below are the current appointments:

- Blake Neffendorf
- Tim Samford
- Paul Kite
- Regina Franke
- Humberto Ramos
- Mayor Urbanovsky (Non-Voting Member)

The maximum number of Board appointments that can be made to the Committee is six to avoid a meeting of the quorum of the Board.

Attachment(s)

- Resolution 2022-08-24-002

Board Decision(s) Needed:

- Adoption of Resolution 2022-08-24-002 making appointments to the Technical Committee.



ALLIANCE WATER

RESOLUTION NO. 20220824-002

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

RECITALS:

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

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

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

SECTION 1. The Authority Board appoints _____, _____, _____, _____, _____ as voting members to the Technical Committee.

SECTION 2. The Authority Board appoints _____ as a non-voting member of the Technical Committee.

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

ADOPTED: August 24, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.3** Consider adoption of Resolution 2022-08-24-003 approving a Financing Agreement with the Texas Water Development Board with respect to receiving financial assistance in the principal amount up to \$48,000,000 from the State Water Implementation Revenue Fund for Texas (“SWIRFT”); authorizing other matters incident and related thereto. ~ *Graham Moore, P.E., Executive Director*

The Authority’s financial application was approved by the TWDB at their July meeting. The aggregate requested funding is for \$48,000,000 broken down as follows along with projected debt service:

Entity	Amount to be Issued	Budgeted Amount		Most Current Estimate	
		FYE 23	All Others	FYE 23	All Others
CRWA	\$14.83 MM	\$375,000	\$830,000	\$347,000	\$815,000
Kyle	\$13.52 MM	\$340,000	\$760,000	\$317,000	\$745,000
San Marcos	\$17.21 MM	\$340,000	\$1,185,000	\$305,000	\$1,160,000
Buda	\$2.44 MM	\$50,000	\$170,000	\$45,000	\$170,000

The next step in the process will be the approval of the Financing Agreement which must be completed by September 9th. Included in the agreement is the following schedule along with the anticipated penalties if the funding request is withdrawn:

<u>Date</u>	<u>Action</u>	<u>Notes</u>
9/20	Last day for consideration of maturity schedule changes. Last day to terminate without penalty.	
9/22	Last day for termination with costs of issuance	Must reimburse TWDB for share of cost of issuance; maximum not-to-exceed = \$46,853.
9/27	Last day for termination with costs of issuance plus a penalty	Total penalty = \$526,853
10/6	TWDB Approves Interest Rates	
12/8	Failure to close by the Authority on the bonds	Total penalty = \$2,674,854

The attached Financing Agreement has been reviewed by McCall, Parkhurst and Horton. It is possible that the TWDB will make some minor adjustments to the agreement and

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

therefore in the resolution before the Board for consideration, Staff is requesting flexibility in the approval of these minor amendments by the Executive Director.

The Authority and each of the Sponsors will need to approve the bond resolutions and related documents after the TWDB sells their bonds in early October. Below is the anticipated schedule for the various approvals:

<u>Date</u>	<u>Action</u>
10/13	CRWA Board approves bond resolution and related docs
10/17	County Line SUD Board approves bond resolution and related docs
10/18	San Marcos, Kyle and Buda City Councils approve bond resolution and related docs
10/27	Green Valley SUD & Crystal Clear SUD approves bond resolution and related docs
10/28 – 11/2	Alliance Water approves resolution and related docs (will need to schedule a special meeting time)
11/16 & 11/17	Closing date for Alliance Water bonds

Attachment(s)

- Resolution 2022-08-24-003 - SWIRFT Financing Agreement.

Board Decision(s) Needed:

- Approval of Resolution 2022-08-24-003 approving a financing agreement with the Texas Water Development Board for financial assistance not to exceed \$48,000,000 from the State Water Implementation Revenue Fund for Texas.

ALLIANCE REGIONAL WATER AUTHORITY

RESOLUTION NO. 2022-08-24-003

A RESOLUTION APPROVING A FINANCING AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD WITH RESPECT TO RECEIVING FINANCING ASSISTANCE IN THE PRINCIPAL AMOUNT UP TO \$48,000,000 FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS ("SWIRFT"); AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Directors (the "Governing Body") of the Alliance Regional Water Authority (the "Authority") has made application to the Texas Water Development Board ("TWDB") to receive financial assistance from the State Water Implementation Revenue Fund for Texas ("SWIRFT") administered by the TWDB; and

WHEREAS, on July 27, 2022, the TWDB adopted Resolution No. 22-066 making a commitment to the Authority for financial assistance in the amount of \$10,000,000 from SWIRFT; and

WHEREAS, on July 20, 2017, the TWDB adopted Resolution No. 17-079 as amended by Resolutions No. 19-077, No. 20-067 and No. 21-090, making a commitment to the Authority for financial assistance in the amount of \$144,35,000 from SWIRFT, of which \$38,000,000 remains undistributed; and

WHEREAS, as a condition to participating in the SWIRFT program the Authority must execute a Financing Agreement with the TWDB to assure the TWDB of the Authority's intent to proceed in 2022 with the issuance of up to \$48,000,000 in four series of contract revenue bonds (one series for the City of San Marcos, Texas, one series for the City of Kyle, Texas, one series for the City of Buda, Texas and one series for Canyon Regional Water Authority on behalf of the Crystal Clear Special Utility District, County Line Special Utility District and Green Valley Special Utility District) for the TWDB's financial assistance; and

WHEREAS, the Financing Agreement contains certain events of default if the Authority terminates such agreement; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Authority; now, therefore,

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

SECTION 1: The Financing Agreement is hereby approved in substantially the form attached hereto as Exhibit "A" with such changes as approved by the Executive Director. The Executive Director is hereby authorized to execute the Financing Agreement and deliver such

agreement to the TWDB. The Executive Director is authorized to execute the Financing Agreement and any related agreement and any amendments, waivers, notices or consents in connection with the Financing Agreement and the issuance of any series of bonds to be executed through any electronic symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign such document pursuant to the Texas Uniform Electronic Transaction Act, codified at Chapter 322, Texas Business and Commerce Code, as amended, in any number of counterparts and by the different parties thereto in separate counterparts, each of which when so executed and delivered to be deemed an original, but all such counterparts together to constitute one and the same instrument.

SECTION 2: This Resolution may be relied upon by the appropriate officials at the TWDB and the Office of the Attorney General for the State of Texas and establishes compliance by the Authority with certain requirements of the TWDB's commitment for financial assistance.

SECTION 3: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 4: All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 8: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, ADOPED AND APPROVED on this the 24th day of August 2022.

**ALLIANCE REGIONAL WATER
AUTHORITY**

Chris Betz, Chair

ATTEST:

_____, Secretary

[Signature Page]

EXHIBIT "A"
FINANCING AGREEMENT

FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), an agency of the State of Texas, and the ALLIANCE REGIONAL WATER AUTHORITY (Authority). The TWDB and the Authority may be referred to as the “Party” or “Parties” in this Agreement.

RECITALS

WHEREAS, the TWDB adopted Resolution No. 22-066 (Attachment A, referred to as the Resolution) on July 27, 2022, making a commitment to the Authority for financial assistance in the amount of \$10,000,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) administered by the TWDB; and

WHEREAS, on July 20, 2017, the TWDB adopted Resolution No. 17-079, as amended by Resolutions No. 19-077, No. 20-067, and 21-090 making a commitment to the Authority for financial assistance in the amount of \$144,395,000 from the SWIRFT, of which \$38,000,000 remains undistributed; and

WHEREAS, through this Agreement, the Authority intends to sell to the TWDB, in one or more series, the Authority’s \$48,000,000 Alliance Regional Water Authority Contract Revenue Bonds, Series 2022 (Authority’s Bonds) for the TWDB’s financial assistance from the SWIRFT, as further described in Attachment B; and

WHEREAS, the SWIRFT is funded in part with proceeds of the expected issuance of TWDB’s revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13; and

WHEREAS, the SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12; and

WHEREAS, the SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f); and

WHEREAS, the Resolution provides that funding the commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB intends to provide financial assistance from the SWIRFT to the Authority with proceeds of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB and the Authority desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Authority consistent with the desire of the TWDB to issue SWIRFT Bonds to provide money for the SWIRFT.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Authority agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENTS. As further described in the Resolution, the TWDB committed to the Authority and the Authority hereby commits to borrow from the TWDB an amount not to exceed \$48,000,000 from the SWIRFT to be evidenced by the issuance and delivery of Authority Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C.

SECTION 2. TRANSACTION SCHEDULE AND PRICING. By execution of this Agreement, the Authority acknowledges and represents that it has a current need for financial assistance from the TWDB and shall take all necessary steps to issue and deliver the Authority Bonds to evidence the commitment described in Section 1. The Authority further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing SWIRFT Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The Authority acknowledges that the SWIRFT Bonds, the subject of this Agreement, are being issued for the purpose of funding the Authority's requested financial assistance.

With respect to the Authority Bonds and the SWIRFT Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the SWIRFT Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the Authority Bonds, as provided for in this Agreement and the Resolution. The Authority Bonds may be prepaid by the Authority on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the Authority Bonds. To confirm the terms of the Authority Bonds and the SWIRFT Bonds, the Authority shall execute this Agreement.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the SWIRFT Bonds and the issuance and delivery of the Authority Bonds to TWDB shall occur not more than fifty-six (56) days apart as reflected in Attachment C. Notwithstanding the foregoing, the Parties intend and expect that the TWDB issue and deliver its SWIRFT Bonds approximately fifteen (15) days after

execution of the TWDB's Bond Purchase Agreement or such date as may be mutually agreed to in Attachment C.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue the SWIRFT Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the Authority to the Executive Administrator of the TWDB at least fourteen (14) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C. The Authority acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the Authority with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the SWIRFT Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the Authority having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the SWIRFT Bonds.

SECTION 4. TERMINATION & BREACH OF AGREEMENT.

- A. The Parties agree that the Authority may terminate this Agreement with no penalty in writing at any time prior to seven (7) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C.
- B. The Authority understands and agrees that the Authority may terminate this Agreement in writing between six (6) days and five (5) days prior to the initiation of the pricing of the SWIRFT Bonds (currently estimated to occur on September 27, 2022) as set forth in Attachment C, provided the Authority agrees to reimburse the TWDB from lawfully available funds of the Authority for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the SWIRFT Bonds in an amount not to exceed \$46,853 (Transaction Cost Payment). The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023.
- C. The Authority understands and agrees that the Authority may terminate this Agreement in writing within four (4) days prior to the initiation of the pricing of the SWIRFT Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the Authority agrees to pay to the TWDB from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment. The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023. The Authority understands and agrees that termination under this section will result in a total penalty amount of \$526,853.

- D. The Authority understands and agrees that TWDB would suffer and incur severe and irreparable damages if the Authority Bonds are not issued and delivered. Failure to issue the Authority Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the Authority shall pay, from lawfully available funds of the Authority, a “Post-pricing Termination Payment” to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The Authority shall pay the Post-pricing Termination Payment to the TWDB no later than March 7, 2023. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority, its Transaction Cost Payment, plus the Authority's proportional share of the underwriters' discount incurred by the TWDB, no later than March 7, 2023. The Authority understands and agrees that failure by the Authority to issue the Authority Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed \$2,674,854.

SECTION 5. AMORTIZATION STRUCTURE. The Authority shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least seven (7) days before the initiation of pricing of the SWIRFT Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time prior to the seventh (7th) day before the initiation of pricing of the SWIRFT Bonds with no penalty. The final amortization schedule adopted by the Authority as included in the Authority's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B.

SECTION 6. CONTINGENCIES.

- A. The Parties agree that the TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is contingent upon the TWDB receiving all legally required approvals for the issuance of the SWIRFT Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is also contingent upon the purchase and delivery of the SWIRFT Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the SWIRFT Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the Authority, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the Authority.

- B. The Parties agree that the Authority's obligation to issue and deliver the Authority Bonds is contingent upon approval by the Texas Attorney General of the Authority Bonds. The Authority agrees to use its best efforts to obtain approval by the Texas Attorney General of the Authority Bonds to satisfy the closing requirements set forth in

Section 2 of this Agreement. To this end, the Authority agrees as follows:

- (1) Authority shall timely file the transcript of proceedings for the Authority Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;
- (2) Authority shall comply with the requirements and conditions contained in the Resolution;
- (3) Authority shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;
- (4) Authority shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and
- (5) Authority shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Authority Bonds.

Accordingly, if, after the Authority employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the Authority shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 7, 2023, as provided in Section 4D. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment plus the Authority's proportional share of the underwriters' discount no later than March 7, 2023. The Authority understands and agrees that if the Authority does not obtain approval from the Texas Attorney General and issue its Authority Bonds by the date specified in Attachment C, it will be subject to a total penalty amount pursuant to this section not to exceed \$2,674,854.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Authority Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Authority. The Authority agrees that it will not take or fail to take any action that will cause the SWIRFT Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required hereunder shall be given, and shall be deemed given, when delivered in writing to the address, facsimile or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone: (512) 475-4584 Facsimile: (512) 475-2053	Alliance Regional Water Authority Attn: Graham Moore 630 E. Hopkins St. San Marcos, Texas 78666 Telephone: (512) 294-3214 E-mail: gmoore@alliancewater.org
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SECTION 9. SEVERABILITY. In the event any provision of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any of its other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS, AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement and delivering the Authority Bonds, the Authority accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The Authority shall comply with any directive from the Texas State Auditor and shall cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure shall provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance shall not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement shall be effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Authority set forth above shall be binding upon the TWDB and the Authority upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

ALLIANCE REGIONAL WATER AUTHORITY

By: _____

Name: Graham Moore

Title: Executive Director

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Jeff Walker

Title: Executive Administrator

Date: _____

ATTACHMENT A

TWDB RESOLUTION NOS. 17-079, 19-077, 20-067, 21-090, and 22-066

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE
HAYS CALDWELL PUBLIC UTILITY AGENCY
IN THE FORM OF A MULTI-YEAR COMMITMENT
FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS
THROUGH THE PROPOSED PURCHASE OF
\$144,395,000 HAYS CALDWELL PUBLIC UTILITY AGENCY CONTRACT REVENUE BONDS,
PROPOSED SERIES 2017A, 2017B, 2017C, AND 2017D;
PROPOSED SERIES 2019A, 2019B, 2019C, AND 2019D; AND
PROPOSED SERIES 2021A, 2021B, 2021C, AND 2021D**

(17-079)

WHEREAS, the Hays Caldwell Public Utility Agency, and its successors and assigns (Public Utility Agency), located in Hays County, Texas, has filed an application for financial assistance in the amount of \$144,395,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) to finance the planning, acquisition, design, and construction of certain water supply project(s) through low interest financing identified as Project No. 51044 (Project); and

WHEREAS, the Public Utility Agency seeks financial assistance from the Texas Water Development Board (TWDB) in the form of a multi-year commitment through the TWDB's proposed purchase of \$144,395,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds, Proposed Series 2017A through 2017D; 2019A through 2019D; and 2021A through 2021D (together with all authorizing documents (Obligations)), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the Public Utility Agency has offered a pledge of wholesale water supply contract revenues from the sponsoring public entities of Canyon Regional Water Authority and the Cities of Buda, Kyle, and San Marcos, Texas as sufficient security for the repayment of the Obligations; and

WHEREAS, the commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 363.1307;

WHEREAS, interest rate subsidies are available to the Public Utility Agency at the following levels: 35% for a term of 20 years, 25% for a term of 21 to 25 years, and 20% for a term of 26 to 30 years. The interest rate subsidy applicable to each proposed series will be set through each financing agreement executed between the TWDB and the Public Utility Agency, pursuant to this Resolution; and

WHEREAS, these interest rate subsidies given above are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIRFT bond issuance, and are subject to modification as necessary to preserve and maintain the integrity of the SWIRFT Program; and

WHEREAS, the TWDB hereby finds:

1. that the application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M;
2. that the Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a);
3. that the Public Utility Agency is exempt from requirements to adopt a water conservation program because the Public Utility Agency is not a holder of a water right under Texas Water Code § 11.1271;
4. that the Public Utility Agency satisfactorily completed all requests by the Executive Administrator or a regional planning group for information relevant to the Project, including a water infrastructure financing survey under Texas Water Code § 16.053(q), in accordance with 31 TAC § 363.1309(b)(2); and
5. that the Public Utility Agency has acknowledged its legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises and any applicable state law relating to contracting with historically underutilized businesses, in accordance with Texas Water Code § 15.435(h) and 31 TAC § 363.1309(b)(3).

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to Hays Caldwell Public Utility Agency, and its successors and assigns, for financial assistance in the amount of \$144,395,000 from the State Water Implementation Revenue Fund for Texas, to be evidenced by the TWDB's proposed purchase of Hays Caldwell Public Utility Agency Contract Revenue Bonds in one or more series as follows:

The Proposed Series 2017

- a) \$9,865,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (Canyon Regional Water Authority) Proposed Series 2017A, to expire on December 31, 2017;
- b) \$8,995,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of Kyle, Texas) Proposed Series 2017B, to expire on December 31, 2017;
- c) \$11,450,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of San Marcos, Texas) Proposed Series 2017C to expire on December 31, 2017;
- d) \$1,625,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of Buda, Texas) Proposed Series 2017D, to expire on December 31, 2017;

The Proposed Series 2019

- e) \$16,490,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (Canyon Regional Water Authority) Proposed Series 2019A, to expire on December 31, 2019;
- f) \$15,040,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of Kyle, Texas) Proposed Series 2019B, to expire on December 31, 2019;
- g) \$19,145,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of San Marcos, Texas) Proposed Series 2019C to expire on December 31, 2019;
- h) \$2,715,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of Buda, Texas) Proposed Series 2019D, to expire on December 31, 2019;

The Proposed Series 2021

- i) \$18,245,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (Canyon Regional Water Authority) Proposed Series 2021A, to expire on December 31, 2021;
- j) \$16,640,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of Kyle, Texas) Proposed Series 2021B, to expire on December 31, 2021;
- k) \$21,180,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of San Marcos, Texas) Proposed Series 2021C to expire on December 31, 2021;
- l) \$3,005,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds (City of Buda, Texas) Proposed Series 2021D, to expire on December 31, 2021.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Public Utility Agency has complied with all of the requirements of the laws under which said Obligations were issued; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Public Utility Agency;
3. this commitment is contingent upon the Public Utility Agency's continued compliance with all applicable laws, rules, policies and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement;
4. this commitment is contingent upon the Public Utility Agency executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting that executed agreement to the TWDB consistent with the terms and conditions described in the financing agreement;

5. the Public Utility Agency shall use a paying agent/registrars in accordance with 31 TAC § 363.42(c)(2), and shall require the paying agent/registrars to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee;

The Following Conditions Must Be Included in the Obligations:

6. the Obligations must provide that the Obligations can be called for early redemption only in inverse order of maturity, on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
7. the Obligations must include a provision wherein the Public Utility Agency, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Public Utility Agency's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Public Utility Agency's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Public Utility Agency is an obligated person with respect to such bonds under SEC Rule 15c2-12;
8. the Obligations must include a provision requiring the Public Utility Agency to use any loan proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project for the following purposes as approved by the Executive Administrator: (1) deposit into the Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Obligations owned by the TWDB; or (2) eligible costs for the Project as authorized by the Executive Administrator;
9. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
10. loan proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;

11. loan proceeds shall not be used by the Public Utility Agency when sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the Public Utility Agency agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Public Utility Agency, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law;
12. the Obligations must include a provision stating that the Public Utility Agency shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312;
13. the Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC § 363.42(c)(1);
14. the Obligations must include a provision prohibiting the Public Utility Agency from using the proceeds of this loan in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);
15. the Obligations must provide that no portion of the proceeds of the loan will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the loan (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the

Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;

16. the Obligations must include a provision requiring the Public Utility Agency take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Public Utility Agency will:
 - a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Public Utility Agency may, however, to the extent permitted by law, commingle Gross Proceeds of its loan with other money of the Public Utility Agency, provided that the Public Utility Agency separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its loan, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Public Utility Agency shall maintain a copy of such calculations for at least six years after the final Computation Date;
 - c. as additional consideration for the making of the loan, and in order to induce the making of the loan by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
17. the Obligations must include a provision prohibiting the Public Utility Agency from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
18. the Obligations must provide that the Public Utility Agency will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;

19. the Obligations must provide that neither the Public Utility Agency nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Public Utility Agency by the TWDB;

Pledge Conditions:

20. the Obligations must contain a provision requiring that, upon request by the Executive Administrator, the Public Utility Agency shall submit annual audits of contracting parties for the Executive Administrator's review;
21. the Obligations must contain a provision requiring the Public Utility Agency to establish, fix, and maintain rates and charges to its customers to produce contract revenues paid to the Public Utility Agency sufficient to meet the debt service requirements of the Public Utility Agency's Obligations, including the existing Hays Caldwell Public Utility Agency Contract Revenue Bonds, (Regional Water Supply Contract Project, Canyon Regional Water Authority) Series 2015A and (Regional Water Supply Contract Project, City of Kyle, Texas) Series 2015B (collectively, "the Hays Caldwell Public Utility Agency Contract Revenue Bonds, Series 2015");
22. the Obligations shall be on parity with existing the Hays Caldwell Public Utility Agency Contract Revenue Bonds, Series 2015, and must contain a provision that the pledged contract revenues from the Public Utility Agency may not be pledged to the payment of any additional parity obligations of the Public Utility Agency secured by a pledge of the same contract revenues unless: (1) the Public Utility Agency is not in default; (2) the sponsoring entities in the contract for pledge revenues approve the resolution(s) authorizing the issuance of additional bonds; (3) said resolutions(s) provide for deposits to be made to the debt service fund in amounts sufficient to pay the principal of and interest on such additional parity obligations, and; (4) the legal counsel of the Public Utility Agency delivers an opinion that valid contracts are then in effect on the participating entities to the contract for pledged revenues in such amounts that will be sufficient to provide to the Public Utility Agency the necessary funds to pay all principal and interest due on all bonds and additional parity obligations then outstanding after the issuance of proposed additional parity obligations;

Conditions to Close or for Release of Funds:

23. prior to closing, if not previously provided with the application, the Public Utility Agency shall submit executed contracts for engineering, and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;

24. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the Public Utility Agency shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
25. prior to closing, the Public Utility Agency must submit executed contracts between the Public Utility Agency and the contracting parties regarding the contract revenues pledged to the payment of the Public Utility Agency's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Public Utility Agency's debt service obligations and additional parity obligations;
26. prior to closing, the Public Utility Agency's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Public Utility Agency when rendering this opinion;
27. prior to closing, the Public Utility Agency's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Public Utility Agency when rendering this opinion;
28. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Public Utility Agency's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations;
29. the transcript must include evidence that the information reporting requirements of § 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply;

PROVIDED, however, the commitment is subject to the following special conditions:

Special Conditions:

30. prior to the release of funds for the costs of planning, engineering, architectural, legal, title, fiscal, economic investigation, studies, surveys, or designs for that portion of the Project that proposes surface water or groundwater development, the Executive Administrator must have either issued a written finding that the Public Utility Agency has the right to use the water that the Project financed by the TWDB

will provide or a written determination that a reasonable expectation exists that such a finding will be made before the release of funds for construction; and

31. prior to the release of construction funds for that portion of a Project that proposes surface water or groundwater development, the Executive Administrator must have issued a written finding that the Public Utility Agency has the right to use the water that the Project financed by the TWDB will provide.

APPROVED and ordered of record this, the 20th day of July, 2017.

TEXAS WATER DEVELOPMENT BOARD



Bech K. Bruun, Chairman

DATE SIGNED: 7-20-17

ATTEST:



Jeff Walker
Executive Administrator

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
AMENDING TEXAS WATER DEVELOPMENT BOARD RESOLUTION NO. 17-079
AND RESCINDING TEXAS WATER DEVELOPMENT BOARD RESOLUTION NO. 17-086
PROVIDING FINANCIAL ASSISTANCE TO THE
ALLIANCE REGIONAL WATER AUTHORITY**

(19-077)

WHEREAS, at its July 20, 2017 meeting, the Texas Water Development Board (TWDB), by TWDB Resolution No. 17-079, made a multi-year commitment to the Hays Caldwell Public Utility Agency (Agency), and its successors or assigns, for financial assistance in the amount of \$144,395,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT), through the purchase of \$144,395,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds, Proposed Series 2017A through 2017D; and 2019A through 2019D; and 2021A through 2021D, all as is more specifically set forth in the TWDB's Resolution No. 17-079 and accompanying documentation, to which documents express reference is made; and

WHEREAS, at the same TWDB meeting referenced in the first recital of this authorizing resolution, the TWDB by Resolution No. 17-086 made a multi-year commitment to the Agency from the Board Participation Account of the SWIRFT to acquire an ownership interest in Project No. 51044 in an amount not to exceed \$69,015,000; and

WHEREAS, by Senate Bill No. 1198, Acts of the 85th Texas Legislature, effective June 15, 2017, the Agency formally converted to a conservation and reclamation district known as the Alliance Regional Water Authority, located in Bexar, Comal, Guadalupe, and Hays Counties, to accomplish the purposes of Article XVI, Section 59, Texas Constitution, and by operation of law pursuant to the Acts of the 85th Texas Legislature, the Alliance Regional Water Authority (Authority) assumed all assets, liabilities, bonds, notes, and other obligations of the Hays Caldwell Public Utility Agency;

WHEREAS, the TWDB and the Authority mutually closed on a distribution of financial assistance from the SWIRFT for a 2017 series of bonds in the amount of \$31,935,000; and

WHEREAS, by letter received by the TWDB in February 2019, the Authority requests that the TWDB amend TWDB Resolution 17-079 to modify the Authority's Annual Loan Closing Schedule for a proposed series of bonds in 2021, requesting instead to receive a distribution of those proceeds in 2020; and

WHEREAS, by subsequent letter dated June 5, 2019, the Authority stated its intention to no longer seek any financing by the TWDB from the Board Participation Account of the SWIRFT and instead to shift those commitment of funds to low-interest financing from the SWIRFT; and

WHEREAS, the TWDB hereby finds that the proposed amendment to TWDB Resolutions No. 17-079 and No. 17-086, as requested by the Authority, are reasonable and within the public interest and will serve a public purpose; and

WHEREAS, in accordance with the Texas Water Code, the TWDB has carefully considered all matters required by law;

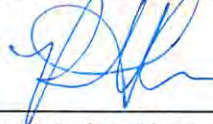
NOW, THEREFORE, based on these considerations and findings, the TWDB resolves as follows:

1. The commitment made through TWDB Resolution No. 17-079 to the Alliance Regional Water Authority, a successor to the Hays Caldwell Public Utility Agency, for financial assistance from the State Water Implementation Revenue Fund for Texas is amended, and shall be evidenced by the TWDB's proposed purchase of Alliance Regional Water Authority Contract Revenue Bonds as follows:
 - a. The proposed 2019 loan closing schedule for Series 2019A through 2019D is amended as proposed below:
 - i. \$26,530,000 Alliance Regional Water Authority Contract Revenue Bonds (Canyon Regional Water Authority), Proposed Series 2019A, set to expire December 31, 2019.
 - ii. \$24,200,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Kyle, Texas), Proposed Series 2019B, set to expire December 31, 2019.
 - iii. \$30,800,000 Alliance Regional Water Authority Contract Revenue Bonds (City of San Marcos, Texas), Proposed Series 2019C, set to expire December 31, 2019.
 - iv. \$4,370,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Buda, Texas), Proposed Series 2019D, set to expire December 31, 2019.
 - b. The proposed 2021A through 2021D scheduled distribution is amended in accordance with an annual loan closing schedule in 2020 as proposed below:
 - i. \$29,520,000 Alliance Regional Water Authority Contract Revenue Bonds (Canyon Regional Water Authority), Proposed Series 2020A, set to expire December 31, 2020.
 - ii. \$26,925,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Kyle, Texas), Proposed Series 2020B, set to expire December 31, 2020.
 - iii. \$34,270,000 Alliance Regional Water Authority Contract Revenue Bonds (City of San Marcos, Texas), Proposed Series 2020C, set to expire December 31, 2020.
 - iv. \$4,860,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Buda, Texas), Proposed Series 2020D, set to expire December 31, 2020.

2. The commitment made through TWDB Resolution No. 17-086 to the Alliance Regional Water Authority for financial assistance from Board Participation Account of the State Water Implementation Revenue Fund for Texas is rescinded, and financing committed in TWDB Resolution No. 17-086 will be provided to the Authority pursuant to the terms of Resolution No. 17-079, as requested by the Authority on June 5, 2019.
3. All other terms and conditions of TWDB Resolution No. 17-079 shall remain in full force and effect.

APPROVED and ordered of record this the 22nd day of July, 2019.

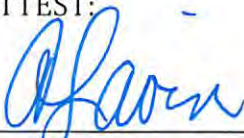
TEXAS WATER DEVELOPMENT BOARD



Peter M. Lake, Chairman

DATE SIGNED: 7/22/19

ATTEST:



Jeff Walker, Executive Administrator

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
AMENDING TEXAS WATER DEVELOPMENT BOARD RESOLUTION NO. 17-079,
AS AMENDED BY TEXAS WATER DEVELOPMENT BOARD RESOLUTION 19-077,
PROVIDING FINANCIAL ASSISTANCE TO THE
ALLIANCE REGIONAL WATER AUTHORITY**

(20-067)

WHEREAS, at its July 20, 2017 meeting, the Texas Water Development Board (TWDB), by TWDB Resolution No. 17-079, made a multi-year commitment to the Hays Caldwell Public Utility Agency (Agency), and its successors or assigns, for financial assistance in the amount of \$144,395,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT), through the purchase of \$144,395,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds, Proposed Series 2017A through 2017D; and 2019A through 2019D; and 2021A through 2021D, all as is more specifically set forth in the TWDB's Resolution No. 17-079, as amended, and accompanying documentation, to which documents express reference is made; and

WHEREAS, by Senate Bill No. 1198, Acts of the 85th Texas Legislature, effective June 15, 2017, the Agency formally converted to a conservation and reclamation district known as the Alliance Regional Water Authority, located in Bexar, Comal, Guadalupe, and Hays Counties, to accomplish the purposes of Article XVI, Section 59, Texas Constitution, and by operation of law pursuant to the Acts of the 85th Texas Legislature, the Alliance Regional Water Authority (Authority) assumed all assets, liabilities, bonds, notes, and other obligations of the Hays Caldwell Public Utility Agency;

WHEREAS, the Authority requests that the TWDB amend TWDB Resolution 17-079, as amended by TWDB Resolution No. 19-077, requesting additional financial assistance from the SWIRFT for funding cycles in 2020 and 2021; and

WHEREAS, the reasons the Authority requests additional financial assistance from the SWIFT in funding cycles 2020 and 2021 are related to preliminary estimates of increased construction costs, as determined by its engineers; and

WHEREAS, the TWDB hereby finds that the proposed amendment increasing financial assistance to the Authority from the SWIFT as requested is reasonable and within the public interest and will serve a public purpose; and

WHEREAS, in accordance with the Texas Water Code, the TWDB has carefully considered all matters required by law;

NOW, THEREFORE, based on these considerations and findings, the TWDB resolves as follows:

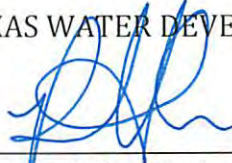
1. The commitment made through TWDB Resolution No. 17-079, as amended by TWDB Resolution No. 19-077, to the Alliance Regional Water Authority, a successor

to the Hays Caldwell Public Utility Agency, for financial assistance from the State Water Implementation Revenue Fund for Texas is further amended to increase the multi-year commitment reflecting a new principal amount not to exceed \$278,410,000, and shall be evidenced by the TWDB's proposed purchase of Alliance Regional Water Authority Contract Revenue Bonds in SWIFT 2020 and 2021 funding cycles as follows:

- a. The proposed 2020A through 2020D scheduled distribution is amended as proposed below:
 - i. \$37,865,000 Alliance Regional Water Authority Contract Revenue Bonds (Canyon Regional Water Authority), Proposed Series 2020A.
 - ii. \$34,530,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Kyle, Texas), Proposed Series 2020B.
 - iii. \$43,955,000 Alliance Regional Water Authority Contract Revenue Bonds (City of San Marcos, Texas), Proposed Series 2020C.
 - iv. \$6,225,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Buda, Texas), Proposed Series 2020D.
 - b. The commitments in subsection (a) will expire on December 31, 2020.
 - c. The proposed 2021A through 2021D scheduled distribution is amended as follows:
 - i. \$11,740,000 Alliance Regional Water Authority Contract Revenue Bonds (Canyon Regional Water Authority), Proposed Series 2021A.
 - ii. \$10,705,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Kyle, Texas), Proposed Series 2021B.
 - iii. \$13,625,000 Alliance Regional Water Authority Contract Revenue Bonds (City of San Marcos, Texas), Proposed Series 2021C.
 - iv. \$1,930,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Buda, Texas), Proposed Series 2021D.
 - d. The commitments in subsection (c) will expire on December 31, 2021.
2. All other terms and conditions of TWDB Resolution No. 17-079, as amended by TWDB Resolution No. 19-077, shall remain in full force and effect.

APPROVED and ordered of record this the 23rd day of July, 2020.

TEXAS WATER DEVELOPMENT BOARD



Peter M. Lake, Chairman

DATE SIGNED: 7/23/20

ATTEST:



Jeff Walker, Executive Administrator

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
AMENDING TEXAS WATER DEVELOPMENT BOARD RESOLUTION NO. 17-079,
AS AMENDED BY TEXAS WATER DEVELOPMENT BOARD RESOLUTION 19-077, AND
AMENDED BY TEXAS WATER DEVELOPMENT BOARD RESOLUTION 20-067
PROVIDING FINANCIAL ASSISTANCE TO THE
ALLIANCE REGIONAL WATER AUTHORITY**

(21-090)

WHEREAS, at its meeting on July 20, 2017, the Texas Water Development Board (TWDB), by TWDB Resolution No. 17-079, made a multi-year commitment to the Hays Caldwell Public Utility Agency (Agency), and its successors or assigns, for financial assistance in the amount of \$144,395,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT), through the purchase of \$144,395,000 Hays Caldwell Public Utility Agency Contract Revenue Bonds, Proposed Series 2017A through 2017D; 2019A through 2019D; and 2021A through 2021D, all as is more specifically set forth in the TWDB's Resolution No. 17-079, as amended, and accompanying documentation, to which documents express reference is made; and

WHEREAS, by Senate Bill No. 1198, Acts of the 85th Texas Legislature, effective June 15, 2017, the Agency formally converted to a conservation and reclamation district known as the Alliance Regional Water Authority, located in Bexar, Comal, Guadalupe, and Hays Counties, to accomplish the purposes of Article XVI, Section 59, Texas Constitution, and by operation of law pursuant to the Acts of the 85th Texas Legislature, the Alliance Regional Water Authority (Authority) assumed all assets, liabilities, bonds, notes, and other obligations of the Hays Caldwell Public Utility Agency;

WHEREAS, the Authority has requested that the TWDB amend TWDB Resolution 17-079, as amended by TWDB Resolutions No. 19-077 and No. 20-067, to modify the Authority's Annual Loan Closing Schedule for a proposed series of bonds in 2021, requesting instead to receive a distribution of those proceeds in 2022, and to extend the TWDB's commitment an additional 12 months; and

WHEREAS, the Authority indicates that this change is needed in order to align financing more closely with the requirements and timing of the project; and

WHEREAS, the TWDB hereby finds that the proposed amendment to TWDB Resolution No. 17-079, as amended by TWDB Resolutions No. 19-077 and 20-067, as requested by the Authority, is reasonable, within the public interest, and will serve a public purpose; and

WHEREAS, in accordance with the Texas Water Code, the TWDB has carefully considered all matters required by law.

NOW, THEREFORE, based on these considerations and findings, the TWDB resolves as follows:

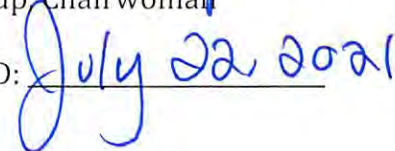
1. The commitment made through TWDB Resolution No. 17-079, as amended by TWDB Resolution No. 19-077 and No. 20-067, to the Alliance Regional Water Authority, a successor to the Hays Caldwell Public Utility Agency, is amended, and shall be evidenced by the TWDB's proposed purchase of Alliance Regional Water Authority Contract Revenue Bonds as follows:
 - a. The proposed 2021A through 2021D scheduled distribution is amended as follows:
 - i. \$11,740,000 Alliance Regional Water Authority Contract Revenue Bonds (Canyon Regional Water Authority), Proposed Series 2022A.
 - ii. \$10,705,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Kyle, Texas), Proposed Series 2022B.
 - iii. \$13,625,000 Alliance Regional Water Authority Contract Revenue Bonds (City of San Marcos, Texas), Proposed Series 2022C.
 - iv. \$1,930,000 Alliance Regional Water Authority Contract Revenue Bonds (City of Buda, Texas), Proposed Series 2022D.
 - b. The commitments in subsection (a) will expire on December 31, 2022.
2. All other terms and conditions of TWDB Resolution No. 17-079, as amended by TWDB Resolutions No. 19-077 and No. 20-067, shall remain in full force and effect.

APPROVED and ordered of record this the 22nd day of July 2021.

TEXAS WATER DEVELOPMENT BOARD



Brooke T. Paup, Chairwoman

DATE SIGNED: 

ATTEST:



Jeff Walker, Executive Administrator

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$10,000,000 TO ALLIANCE REGIONAL WATER AUTHORITY
FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS
THROUGH THE PROPOSED PURCHASE, IN ONE OR MORE SERIES, OF
\$10,000,000 ALLIANCE REGIONAL WATER AUTHORITY CONTRACT REVENUE BONDS

(22-066)

WHEREAS, the Alliance Regional Water Authority (Authority) has filed an application for financial assistance in the amount of \$10,000,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) to finance the construction of certain water supply project(s) identified as Project No. 51044 (Project); and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase, in one or more series, of \$10,000,000 Alliance Regional Water Authority Contract Revenue Bonds (together with all authorizing documents (Obligations)), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the Authority has offered a pledge of contract revenues from the sponsoring public entities of Canyon Regional Water Authority and the Cities of Buda, Kyle, and San Marcos, Texas as sufficient security for the repayment of the Obligations; and

WHEREAS, subject to the Authority's use of an approved debt service structure, interest rate subsidies are available to the Authority for State Fiscal Year 2022 at up to the following levels: 25% for financial assistance for a term of 20 years, 18% for financial assistance for a term of 21 to 25 years, and 14% for financial assistance for a term of 26 to 30 years; and

WHEREAS, the interest rate subsidies provided above are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIRFT bond issuance and are subject to modification as necessary to preserve and maintain the integrity of the SWIRFT Program; and

WHEREAS, the TWDB hereby finds:

1. that the application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M;
2. that the Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a);
3. that the Authority, a wholesale supplier of water, and all other contracting parties

have submitted and implemented a water conservation plan in accordance with Texas Water Code § 16.4021 and 31 TAC § 363.1309(b)(1);

4. that the Authority has acknowledged its legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises and any applicable state law relating to contracting with historically underutilized businesses, in accordance with Texas Water Code § 15.435(h) and 31 TAC § 363.1309(b)(3).

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

a commitment is made by the TWDB to Alliance Regional Water Authority for financial assistance in the amount of \$10,000,000 from the State Water Implementation Revenue Fund for Texas, to be evidenced by the TWDB's proposed purchase, in one or more series, of Alliance Regional Authority Contract Revenue Bonds as follows:

- a. \$3,090,000 Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Proposed Series 2022A, to expire on December 31, 2022;
- b. \$2,815,000 Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – City of Kyle, Texas), Proposed Series 2022B, to expire on December 31, 2022;
- c. \$3,585,000 Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – City of San Marcos, Texas), Proposed Series 2022C, to expire on December 31, 2022; and
- d. \$510,000 Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – City of Buda, Texas), Proposed Series 2022D, to expire on December 31, 2022.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Authority has complied with all of the requirements of the laws under which said Obligations were issued, that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the Authority;

3. this commitment is contingent upon the Authority's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement;
4. this commitment is contingent upon the Authority executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting that executed agreement to the TWDB consistent with the terms and conditions described in the financing agreement;
5. interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator;
6. the Authority shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2), and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee;

The Following Conditions Must Be Included in the Obligations:

7. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
8. the Obligations must provide that the Authority will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
9. the Obligations must provide that the Authority must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
10. the Obligations must contain a provision requiring the Authority to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
11. the Obligations must include a provision wherein the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's

bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;

12. the Obligations must include a provision requiring the Authority to use any proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator;
13. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
14. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;
15. financial assistance proceeds shall not be used by the Authority when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law;
16. the Obligations must include a provision stating that the Authority shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312;
17. the Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry-only form in accordance with 31 TAC § 363.42(c)(1);
18. the Obligations must include a provision prohibiting the Authority from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);

19. the Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with:
- a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;
20. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:
- a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;

- c. as additional consideration for providing financial assistance, and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
- 21. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
 - 22. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;
 - 23. the Obligations must contain a covenant that the Authority will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of § 149(d) of the Code (related to "advance refundings");
 - 24. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;
 - 25. the Obligations must contain a provision requiring that, upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
 - 26. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that the revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water system;
 - 27. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;

Conditions to Close or for Release of Funds:

28. prior to closing, if not previously provided with the application, the Authority shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
29. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
30. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
31. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
32. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations;
33. the transcript must include evidence that the information reporting requirements of § 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply; and
34. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

APPROVED and ordered of record this, the 27th day of July 2022.

TEXAS WATER DEVELOPMENT BOARD

Brooke J. Paup
Brooke T. Paup, Chairwoman

DATE SIGNED: July 27, 2022

ATTEST:


Jeff Walker, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds:

Project Name:

Project Number:

Aggregate Principal Amount of Borrower Bonds:

Anticipated Closing Date:

Dated Date:

First Principal Payment Date:

First Interest Payment Date:

Maturity Schedule:

Maturity

Principal Amount

ATTACHMENT C

FINANCING SCHEDULE*

DATE	ACTION
07/27/2022	TWDB approval of commitments
09/5/2022	<i>Labor Day Holiday**</i>
Noon 09/9/2022	Due date for TWDB to receive signed financing agreement from political subdivision
09/13/2022	<i>Financing agreement - last day to execute (14 days prior to initiation of pricing)</i>
09/20/2022	Financing agreement (Sec. 4A) -last day political subdivisions can terminate without penalty (7 days prior to initiation of pricing)
09/20/2022	Financing agreement (Sec. 5) -last day political subdivisions can modify maturity schedule (7 days prior to initiation of pricing)
09/22/2022	Financing agreement (Sec. 4B) -last day political subdivisions can terminate with costs of issuance (5 days prior to initiation of pricing)
09/27/2022	Financing agreement (Sec. 4C) -before 9:00 a.m. political subdivisions can terminate with costs of issuance and 1% penalty (1 day prior to pricing).
09/27/2022	TWDB bond pricing initiation (pre-pricing begins)
09/28/2022	TWDB bond pricing
10/6/2022	TWDB approves interest rates available to political subdivisions
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
10/10/2022	<i>Columbus Day Holiday (TWDB open)**</i>
10/13/2022	TWDB bond closing (<i>political subdivisions must close within 56 days</i>)
10/14 to 12/8/2022	Closings on political subdivision obligations
11/11/2022	<i>Veteran's Day Holiday**</i>
11/24/2022	<i>Thanksgiving Holiday**</i>
11/25/2022	<i>Thanksgiving Holiday**</i>
12/8/2022	Last day to close on political subdivision obligations
12/9/2022	Financing agreement (Sec. 4D) -penalty applied to any political subdivision failing to issue debt Start of post-pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/7/2023	Last due date for payment of penalties

**Preliminary, subject to change*

***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.4** Consider adoption of Resolution 2022-08-24-004 awarding a construction contract to S.J. Louis Construction of Texas, Ltd. for the Phase 1B Treated Pipeline Segment D Project, contingent upon approval of the award by the Texas Water Development Board. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Alliance Water sought proposals for the Phase 1B Segment D Pipeline Project starting in September with proposals submitted on July 19, 2022. In accordance with the Authority's policies and Texas Water Development Board (TWDB) requirements, the project was advertised for two consecutive weeks in the Hays Free Press and in the Lockhart Post-Register.

The project includes approximately 18.75-miles of 42-inch pipeline and 1.0-mile of 36-inch pipeline and related appurtenances generally from the Maxwell Booster Pump Station to Geronimo, Texas. The bid was setup for additive alternates of pipe material (ductile iron, concrete steel cylinder and welded steel) in both 42-inch and 36-inch diameters as well as two alternatives for the crossing of the San Marcos River (microtunneling and direct pipe method).

A total of four proposals were received. The bidding documents utilized a Competitive Sealed Proposal (CSP) process whereby cost is considered but so too are the qualifications of the contractor to perform the work.

Attachment(s)

- Segment D Recommendation Presentation
- Resolution 2022-08-24-004

Recommendations

- The Technical Committee and Project Advisory Committee each unanimously recommended the contract for the Segment D pipeline be awarded to SJ Louis Construction of Texas, Ltd. with the use of steel pipe.

Board Decision(s) Needed:

- Adoption of Resolution 2022-08-24-004 awarding a construction contract to SJ Louis Construction of Texas, Ltd. for the Phase 1B Treated Water Segment D Pipeline Project, contingent upon approval of the award by the Texas Water Development Board.

Alliance Regional Water Authority

Segment D – Recommendation of Construction Award

August 24, 2022



1

Meeting Agenda

Segment D Pipeline

- Summary of Proposals Received
- Alternative Bid Items
- Review Team Total Combined Score
- Recommendation



Segment D Limits



Segment D Pipeline Summary of Proposals Received

Proposal Price	Alt Description	Proposal Company			
		Garney	Harper Brothers	McKee	SJ Louis
Base Proposal		\$14,038,585.00	\$19,907,357.29	\$12,387,965.00	\$11,170,750.35
Alt A	Reinforced Concrete	50,732,560.00	\$48,778,81.42	No Bid	\$46,376,196.00
Alt B	Steel Pipe	\$31,673,862.24	\$34,127,618.00	\$35,022,245.00	\$31,736,242.00
Alt C	Ductile Iron	No Bid	No Bid	No Bid	No Bid
	Microtunnel San Marcos River	\$6,663,800.00	\$4,365,106.00	\$5,354,440.00	\$3,756,977.00
	Direct Pipe San Marcos River	\$11,660,606.23	\$4,863,050.00	No Bid	No Bid
	Recommended Option (Base + Alt B + Microtunnel)	\$52,376,247.24	\$58,400,081.29	\$52,764,650.00	\$46,663,969.35

Criteria for Selection

- Proposal Price (40 Points)
- Quality Reputation, and Ability to Complete Similar Projects on Schedule and Within Budget (10 Points)
- Key Personnel (15 Points)
- Project Approach (15 Points)
- Schedule (10 Points)
- Safety Record (5 Points)
- Historically Underutilized Business (HUB) Program Compliance Plan (5 Points)



Review Team Total Combined Score

Criteria	Garney	Harper Brothers	McKee	SJ Louis
Proposal Price (40 Points)	30.2	19.8	28.8	40.0
Quality, Reputation, and Ability to Complete Similar Projects on Schedule and Within Budget (10 Points)	9.4	7.2	7.8	8.2
Key Personnel (15 Points)	13.6	10.5	12.3	11.2
Project Approach (15 Points)	13.3	10.2	12.6	10.3
Schedule (10 Points)	9.0	7.4	7.8	7.6
Safety Record (5 Points)	3.8	3.6	4.0	4.6
Historically Underutilized Business (HUB) Program Compliance Plan (5 Points)	4.0	3.2	4.2	4.6
Total (100 Points Possible)	83.3	61.9	77.5	86.5



ARWA-GBRA Segment D Cost Split

Proposal Item	Cost Split				
	SJ Louis	ARWA (%)	GBRA (%)	ARWA Cost	GBRA Cost
Base Bid + Microtunneling	\$14,927,727.35	76.6	23.4	\$11,434,639.15	\$3,493,088.20
Alt A – Concrete Steel Cylinder	\$46,376,196.00	76.6	23.4	\$35,524,166.14	\$10,852,029.86
Alt B – Welded Steel	\$31,736,242.00	76.6	23.4	\$24,309,961.37	\$7,426,280.63
Alt C – Ductile Iron	No Bid	76.6	23.4	---	---
TOTAL (Base + Alt B)	\$46,663,969.35			\$35,744,600.52	\$10,919,368.83

- ARWA Budget for Segment D Construction = \$36,685,000



Recommendation

- The CSP review committee, the Technical Committee and the Project Advisory Committee all unanimously recommend that **SJ Louis Construction** be selected as the General Contractor for the Alliance Regional Water Authority Segment D Project.
- Award Bid Alternative B for welded steel piping with microtunneling of the San Marcos River.





ALLIANCE WATER

RESOLUTION NO. 20220824-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AWARDING A CONTRACT TO SJ LOUIS CONSTRUCTION OF TEXAS, LTD. FOR THE PHASE 1B TREATED PIPELINE SEGMENT D PROJECT CONTINGENT UPON APPROVAL OF THE AWARD BY THE TEXAS WATER DEVELOPMENT BOARD AND CONTINGENT UPON THE BIDDER'S TIMELY SUBMISSION OF SUFFICIENT BONDS AND INSURANCE IN ACCORDANCE WITH THE BID DOCUMENTS FOR THE PROJECT; AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE CONTRACT DOCUMENTS AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority ("Alliance Water") and the Guadalupe-Blanco River Authority ("GBRA") entered into a Water Treatment and Transmission Agreement in June 2018 whereby, in exchange for payment by GBRA, Alliance Water would treat and transmit water to GBRA for their use.

2. Alliance Water sought proposals for the Phase 1B Treated Pipeline Segment D Project (the "Project") in accordance with Alliance Water's purchasing policies and the Texas Water Development Board ("TWDB") guidelines.

3. The Project request for proposals included a Base Proposal Amount with three Add Alternate Items for three different pipe materials, and two alternatives for crossing the San Marcos River.

4. Alliance Water received four proposals for the Project which were reviewed and scored by a committee that determined the proposal from SJ Louis Construction of Texas, Ltd. ("SJ Louis") provides the best value to Alliance Water.

5. Freese & Nichols, Inc., the design engineer for the Project, recommends that Alliance Water award the contract to SJ Louis for the Project.

9. Alliance Water Staff is in the process of submitting the bidding information to TWDB to allow TWDB to review and approve the proposed contract, as required for projects funded by the TWDB.

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

SECTION 1. The award of a construction contract to SJ Louis Construction of Texas, Ltd. for the Phase 1B Treated Pipeline Segment D Project in the Base Proposal amount of \$11,170,750.35 along with Add Alternate B in the amount of \$31,736,242.00 for steel pipe and the Microtunnel of the San Marcos River in the amount of \$3,756,977.00 for a total award amount of \$46,663,969.35, contingent

Resolution 20220824-004
Phase 1B Treated Pipeline Segment D Project Award

upon the bidder's timely submission of sufficient bonds and insurance in accordance with the bid documents for the Project and contingent upon approval of the proposed contract by the TWDB.

SECTION 2. The Project is funded through funds secured through the Texas Water Development Board and based on the Water Treatment and Delivery Agreement with the Guadalupe-Blanco River Authority.

SECTION 3. The Chair or Vice-Chair of Alliance Water's Board of Directors, Chris Betz or Humberto Ramos, respectively, is authorized to execute the contract documents for the Project on behalf of Alliance Water.

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

ADOPTED: August 24, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.5** Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Chris Noe, P.E., Pape-Dawson Engineers*
-

Background/Information

Chris Noe with Pape Dawson will update the Board on recent construction activities associated with the Phase 1B program.

Attachment(s)

- Phase 1B Construction Update – August 24, 2022



PHASE 1B CONSTRUCTION UPDATE

BOARD MEETING

CMI Progress

August 24, 2022

Water Resources | Transportation | Land Development | Surveying | Environmental

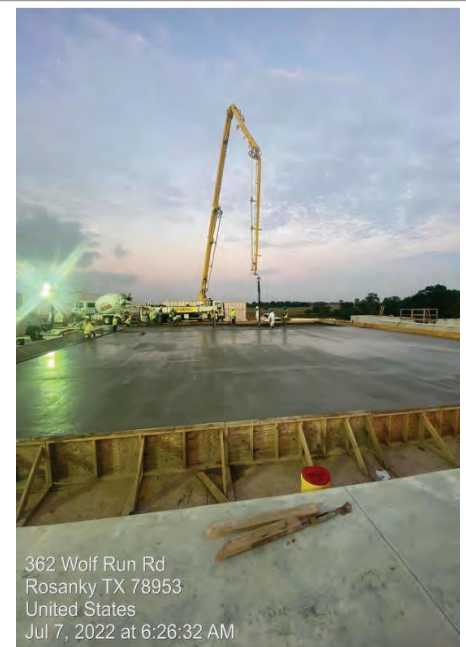


Water Treatment Plant / Raw Water Infrastructure (Archer Western / Walker Partners)



Construction Status

- Completed the placement of backfill around the Flow EQ Basin, Plate Settler Basin and Recycle Pump Station
- Completed the placement of the slab on grade concrete for the Filter Complex and the placement of the Containment Walls for the Chemical Storage area.
- Installed the raw waterlines for sections WL-C and WL-A
- Completed the subgrade preparation and concrete placement for the mechanical pads at the Wells Site.
- Continued backfill and concrete encasement of the backwash pump cans and placed the concrete footings with the plumbing/grouting of the plant water pump cans.
- Continued construction of the Clearwell and Raw Water Tanks.



362 Wolf Run Rd
Rosanky TX 78953
United States
Jul 7, 2022 at 6:26:32 AM

West Filter Room Concrete placement at the Filter Complex

WTP/RWI - PROGRESS PHOTOS



WTP – Plate Settler Basin Sludge Pump Pad



WTP– Filter Unit Housekeeping Pad of Filter Complex



WTP– HSPS Plant Water Pump Can Encasement Formwork

3

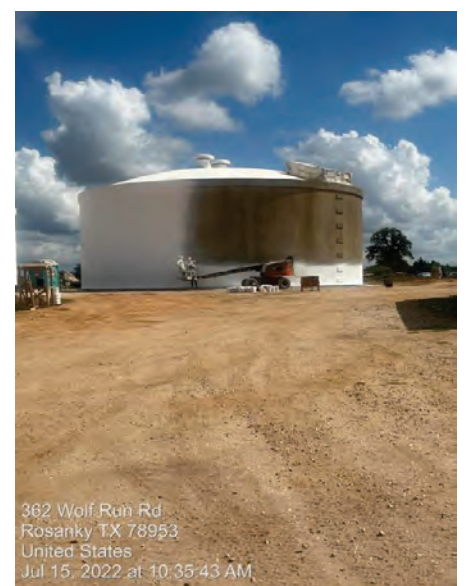
WTP/RWI - PROGRESS PHOTOS



WTP – Raw Waterline WL-A at STA 14+05



WTP – Raw Waterline WL-C Bore and Casting at STA 23+50



WTP – Raw Water Tanks Exterior Coating

4

Water Treatment Plant / Raw Water Infrastructure (Archer Western / Walker Partners)

Next Month - Projected Construction Activities

- Set filter units in place at the Filter Complex
- Continue construction of the Rapid Mix Basin
- Complete installation of WL-A and WL-C
- Complete Raw Water tanks and appurtenances installation
- Complete shotcrete and install appurtenances at the Clearwell
- Complete concrete encasement of the backwash pump cans
- Complete concrete encasement of the plant water pump cans
- Complete backfill around the HSPS



Raw Water Tank Interior Inlet and Overflow Piping

Booster Pump Station (MWH / Friese and Nichols)

Construction Status

- Excavated the pump station pump suction lines and placed approximately 6" of flowable fill below the pump suction lines.
- Continued with the installation of the Segment B 36" DIP to the pup station ending at STA 13+85.
- Began the installation of the Segment B1 42" DIP, beginning at STA 13+08 to STA 11+67.
- Continued with the installation of the GST interior shoring for the roof dome buy adding the formwork for the roof deck and the exterior dome.
- Began the rough-in of the electrical conduits for the transformer pad, generator pad and the electrical building.



BPS – Pump Station Backfill

BPS - PROGRESS PHOTOS



Segment B 36" DIP at STA 11+60



BPS – Segment B1 42" DIP at STA 11+67



BPS – Segment B1 42" DIP at STA 12+71

7

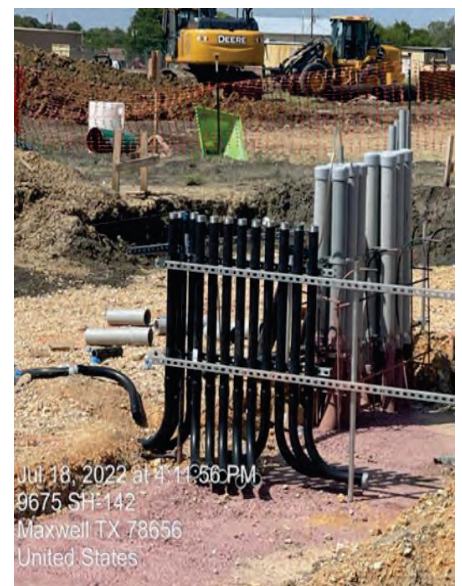
BPS - PROGRESS PHOTOS



BPS – Generator Pad Prior to Concrete Placement



BPS – Generator Concrete Placement



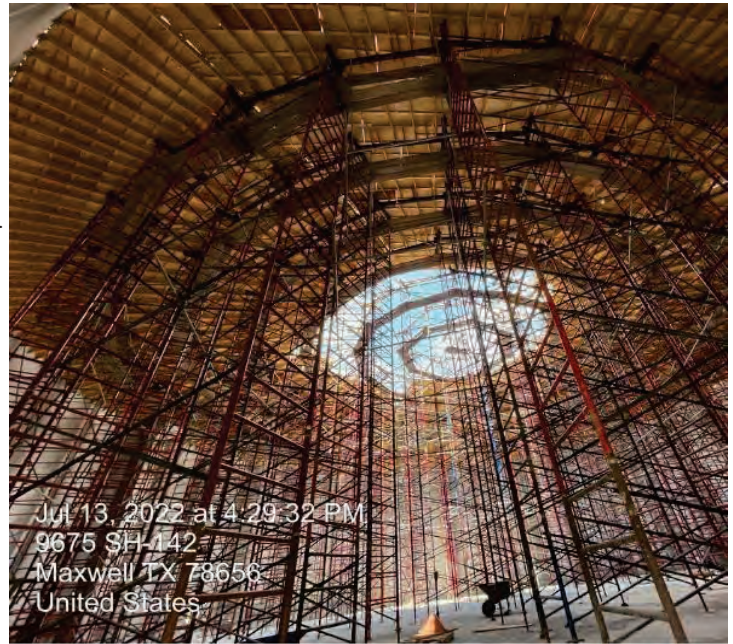
BPS – Electrical Building Electrical Conduit Rough-in

8

Booster Pump Station (MWH / Friese and Nichols)

Next Month - Projected Construction Activities

- Continue electrical underground
- Continue backfill of the electrical building
- Continue 42" DIP segment B1 installation
- Continue wire winding and shotcrete on the exterior of the GST
- Begin installation of Segments C & D

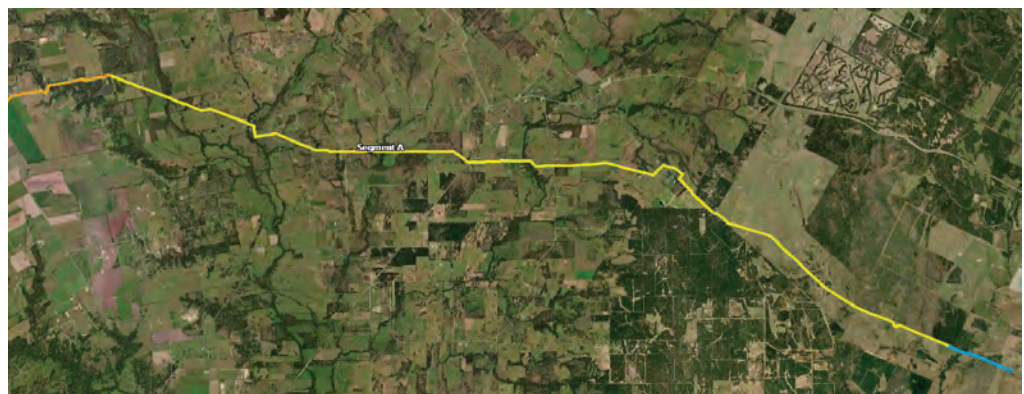


GST Shoring for dome placement

Segment A (Garney Construction / LAN)

Construction Status

- Not Started
- ROW Cleared
- Pipe Delivered
- Pipe Installed
- Complete



Activity	Status
ROW Cleared	100%
Pipe Delivered	82%
Minor Tunnels Completed	44% (7 of 16)
Pipe Installed	6%
Major Crossing (Plum Creek)	Receiving pit under construction

SEGMENT A - PROGRESS PHOTOS



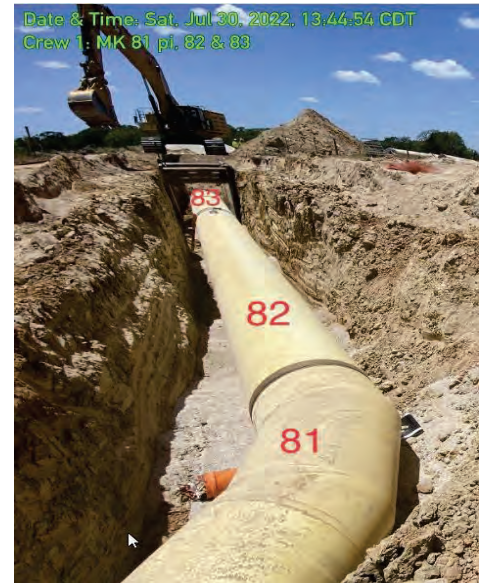
Date & Time: Fri, Jul 29, 2022, 17:51:17 CDT
Crew 1: Rifle Rd bypass install for open cut road install

Seg A – Rifle Rd Bypass Install



Date & Time: Sat, Jul 30, 2022, 13:40:02 CDT
Crew 1: MK 81 pt

Seg A – Rifle Rd Open Cut Crossing



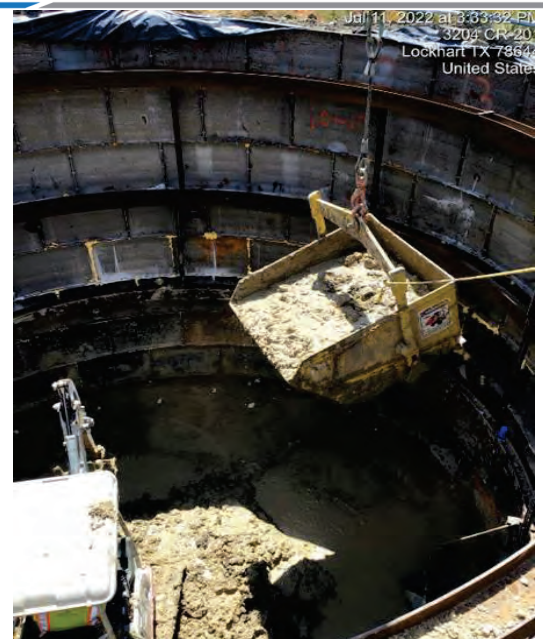
Date & Time: Sat, Jul 30, 2022, 13:44:54 CDT
Crew 1: MK 81 pt, 82 & 83

Seg A – Road Crossing Pipe Install

Segment A (Garney Construction / LAN)

Next Month - Projected Construction Activities

- Tunnels
 - Install 3 tunnels to bring total to 10 of 16 (63%)
 1. Bore Location #7 - FM 3158
 2. Bore Location #8 – CR 160
 3. Bore Location #9 – Unnamed Tributary
- Major Crossings
 - Finish Plum Creek Receiving Shaft
 - Finish Plum Creek Launch Shaft
 - Conduct Pre-Micro tunneling Meeting Onsite
- Pipe Installation
 - Continue installation of 48" pipe starting at CR-304 going East towards Sandy Fork.
 - Finish deliveries and staging of all pipe.



Seg A – Removal of Excavated materials from Receiving Pit

Segment B (Garney Construction / K Friese)

Construction Status

- Not Started
- ROW Cleared
- Pipe Delivered
- Pipe Installed
- Complete

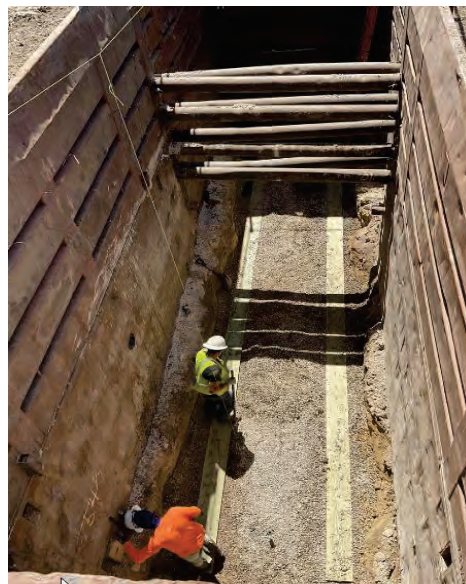


Activity	Status
ROW Cleared	71%
Pipe Delivered	29%
Minor Tunnels Completed	38% (8 of 21)
Pipe Installed	1%
Major Crossing (TX 130)	Submittal process underway

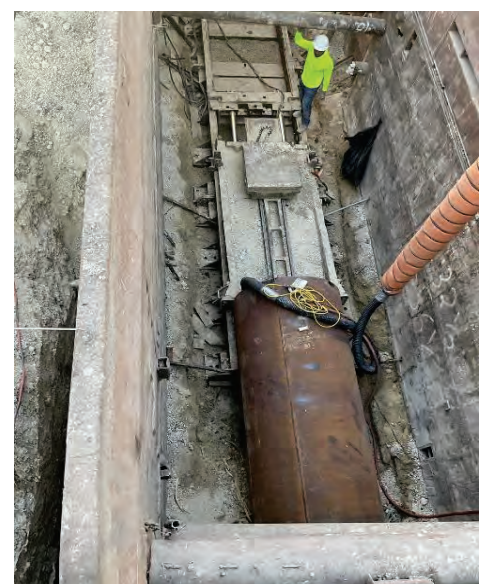
SEGMENT B - PROGRESS PHOTOS



Seg B – Fiber Optic Line at Vista Ridge



Seg B – Tunnel 3 Vista Ridge

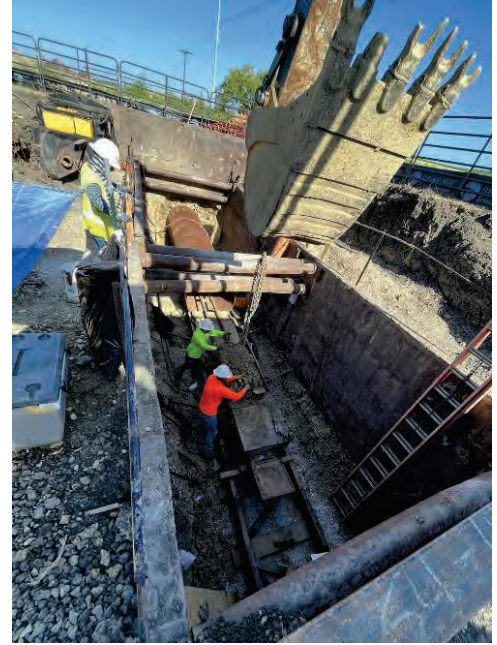


Seg B – Vista Ridge 54" Steel Casing

Segment B (Garney Construction / K Friese)

Next Month - Projected Construction Activities

- Tunnels
 - Install 4 tunnels to bring total to 12 of 21 (57%)
 - Bore Location #3 on B2 – Vista Ridge Waterline Crossing
 - Bore Location #13 on B1 – Tower Road
 - Bore Location # 1 on B1 – FM 1322
 - Bore Location #2 on B1 – Citgo Gas Line
- Finish Open Cut Casing at FM 110 Crossing
- Major Crossings
 - TX-130 Pre-construction meeting
- Pipe Installation
 - Continue 36" Pipe Installation on B2 laying West from starting at 0+00 near SH 142.
 - Start delivery of B1 pipe
 - Finish delivery of B2 pipe



Seg B – Spoil removal at Church St.

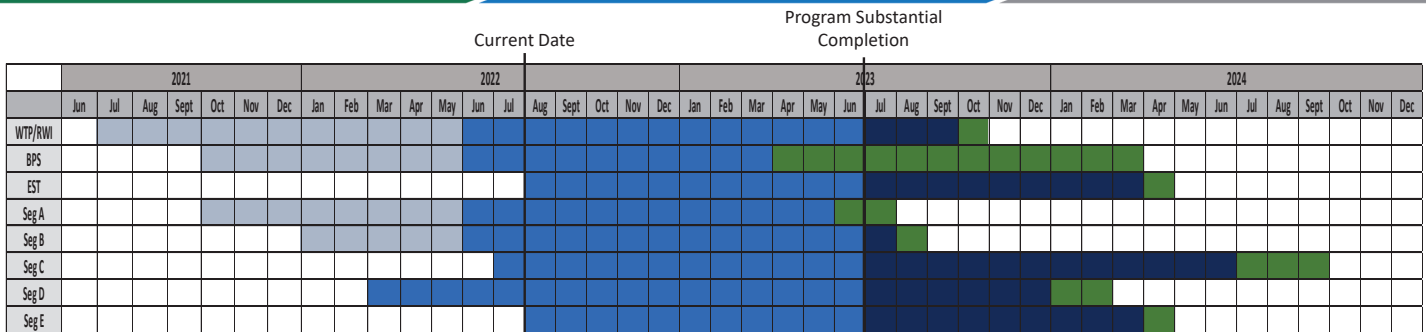
PROGRAM OVERSIGHT RECAP

Project	RFIs		Submittals		Test Reports	
	This Period	To Date	This Period	To Date	This Period	To Date
WTP/RWI	2	54	6	185	29	137
BPS	1	30	2	75	15	67
Seg A	4	30	2	38	24	32
Seg B	2	8	3	41	6	22

PROGRAM CONTRACT VALUES

PROJECT	CURRENT CONTRACT VALUE	BILLED TO DATE	REMAINING	% COMPLETE
WTP/RWI	\$ 54,787,322.00	\$19,910,109.13	\$34,877,212.87	36.34%
BPS	\$19,706,258.71	\$5,397,622.73	\$14,308,635.98	27.39%
EST	\$0.00	\$0.00	\$0.00	0.00%
Seg A	\$49,471,384.71	\$9,765,014.45	\$39,706,370.26	19.74%
Seg B	\$37,629,104.42	\$1,319,256.00	\$36,309,848.42	3.51%
Seg D	\$0.00	\$0.00	\$0.00	0.00%
Seg C	\$0.00	\$0.00	\$0.00	0.00%
Seg E	\$0.00	\$0.00	\$0.00	0.00%

PROGRAM SCHEDULE DURATIONS



Project	Contract Dates				Program Sub Completion Status (June 2023)
	Notice to Proceed	Original Sub Completion	Current Sub Completion	Final Completion	
WTP/RWI	7/16/2021	7/16/2023	9/3/2023	11/2/2023	Behind 9 wks
BPS	10/25/2021	3/19/2023		3/18/2024	On Time
Seg A	11/16/2021	6/9/2023		10/7/2023	On Time
Seg B	2/15/2022	8/9/2023		10/8/2023	Behind 5 wks

QUESTIONS?

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Background/Information

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

Attachment(s)

- Phase 1B Program Update – August 24, 2022
- Kimley-Horn Monthly Summary of Activities for July 2022

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
August 24, 2022



ALLIANCE WATER

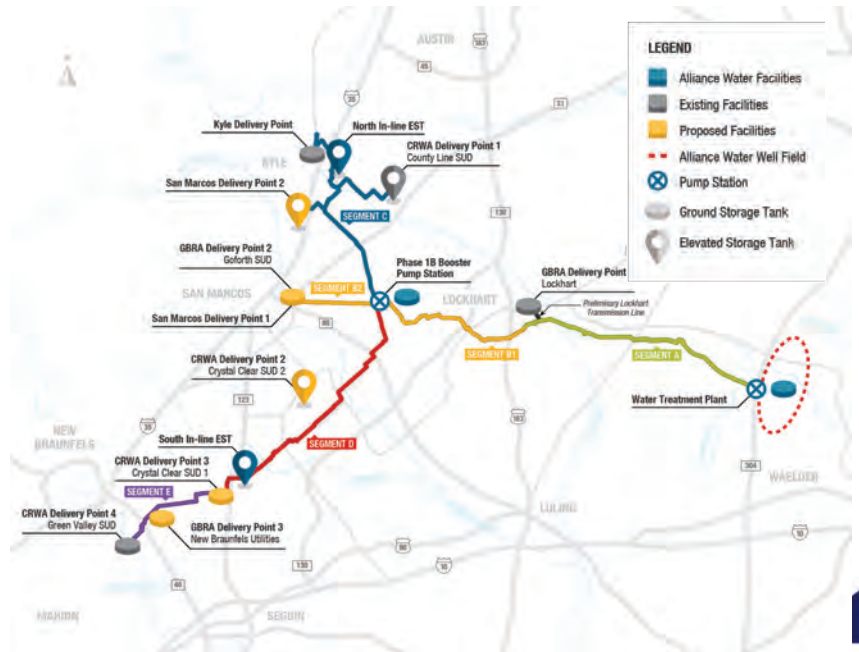
Kimley»Horn
Expect More. Experience Better.

PRESENTED BY

Ongoing Progress

► Design Milestone Status

- Design Submittals
 - Inline Elevated Storage Tank – 90% submittal on September 5th
 - Segment E – 100% submittal on September 9th
 - Segment C – 100% submittal anticipated in October
- TWDB Reviews
 - WTP
 - Change Order No. 1 and 2 Release of Funds Under Review
 - Segment D
 - Engineering Feasibility Report Being Routed for Approval
 - Segment E
 - Environmental Data Report Under Review
 - Engineering Feasibility Report Under Review



ALLIANCE WATER

ENVIRONMENTAL STUDY UPDATE

August 2022

Project	Desktop Analysis	Field Work	Agency Coordination	TWDB Approval
Water Treatment Plant	C	C	C	C
Pipeline Segment A	C	C	C	C
Pipeline Segment B	C	C	C	C
Pipeline Segment C / North Inline Elevated Tank	C	U	U	NS
Pipeline Segment D / South Inline Elevated Tank	C	C	C	C
Pipeline Segment E	C	C	C	U
Booster Pump Station	C	C	C	C

NS = Not Started, U = Underway, C = Completed

SEGMENT C

- Field Work for Realignments and USACE Revisions – nearly complete

SEGMENT E

- Awaiting TWDB approval of Environmental Report
- Coordination with THC, Guadalupe County regarding relocation process



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	0	0	39
B	52	0	0	0	0	0	0	52
D	57	0	0	0	0	4	4	53
C	75	5	4	9	18	19	37	38
E	30	0	0	2	2	10	12	18
Well Field	17	0	0	1	1	3	4	13
Total	270						57	213



COST UPDATES BASED ON JULY MILESTONE SUBMITTALS/RESULTS

		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	\$ 29,500,000	\$ 4,300,000
Const.	Booster Pump Station & GBRA Meter Stations	\$ 12,100,000	\$ 13,700,000	\$ 1,600,000
60	Inline EST (South)	\$ 3,600,000	\$ 4,100,000	\$ 500,000
Const.	Pipeline Segment A	\$ 27,200,000	\$ 28,600,000	\$ 1,400,000
Const.	Pipeline Segment B	\$ 27,100,000	\$ 33,800,000	\$ 6,700,000
100	Pipeline Segment D	\$ 36,300,000	\$ 43,700,000	\$ 7,400,000
90	Pipeline Segment E	\$ 9,500,000	\$ 10,900,000	\$ 1,400,000
	Subtotal	\$141,000,000	\$164,300,000	\$ 23,300,000
ARWA-Only Infrastructure				
Const.	Well Drilling	\$ 3,800,000	\$ 3,300,000	(\$ 500,000)
Const.	Raw Water Infrastructure	\$ 7,000,000	\$ 10,600,000	\$ 3,600,000
Const.	ARWA Booster Pump Station & Delivery Points	\$ 7,700,000	\$ 4,800,000	(\$ 2,900,000)
30	Inline EST (North)	\$ 5,400,000	\$ 6,500,000	\$ 1,100,000
90	Pipeline Segment C	\$ 64,500,000	\$ 68,600,000	\$ 4,100,000
90	Pipeline Segment E (ARWA-Only)	\$ 6,700,000	\$ 12,600,000	\$ 5,900,000
No Design	Administration and Operations Building	\$ 4,300,000	\$ 4,200,000	(\$ 100,000)
	Subtotal	\$ 99,400,000	\$110,600,000	\$ 11,200,000
Total		\$240,400,000	\$274,900,000	\$34,500,000

AUGUST 2022 UPDATE

NO CHANGE FROM JULY 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

Invoice No: 068706605-0722
 Invoice Date: Jul 31, 2022
 Invoice Amount: \$ 237,067.54
 Project No: 068706605
 Project Name: ARWA PROGRAM YEAR 5
 Project Manager: SOWA, RYAN

Work Order No. 6
 Duration: March 2022 - Feb. 2023

Invoice Duration: July 1, 2022 to July 31, 2022

Federal Tax Id: 56-0885615

COST PLUS MAX

KHA Ref # 068706605.3-22088678

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	9,550.00	1,809.50	1,034.00	775.50
STAKEHOLDER COORDINATION	219,391.00	69,770.82	53,987.32	15,783.50
BUDGETING	91,175.00	23,394.93	16,194.27	7,200.67
SCHEDULE	38,828.00	21,472.00	16,885.00	4,587.00
REPORTING	44,890.00	16,652.51	13,880.00	2,772.51
DATA MANAGEMENT	87,965.00	37,217.18	30,539.68	6,677.50
ENVIRONMENTAL MANAGEMENT	62,796.00	22,115.50	19,163.38	2,952.13
LAND ACQUISITION MANAGEMENT	459,289.00	240,390.73	146,583.48	93,807.25
TWDB MANAGEMENT	70,355.00	35,329.25	24,912.25	10,417.00
DESIGN STANDARDS	41,994.40	3,410.00	2,220.00	1,190.00
ENGINEERING DESIGN MANAGEMENT	209,034.00	93,735.50	72,140.50	21,595.00
QUALITY ASSURANCE	8,140.00	0.00	0.00	0.00
ELECTRICAL POWER PLANNING	30,183.00	275.00	275.00	0.00
PERMIT COORDINATION/TRACKING	48,510.00	28,530.47	18,846.09	9,684.38
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	300,483.00	107,645.73	71,728.73	35,917.00
PROJECT ADMINISTRATION	38,165.50	11,597.75	9,779.63	1,818.13
OTHER SERVICES	16,200.00	47.50	47.50	0.00
ENVIRONMENTAL CONSTRUCTION PHASE SERVICES	212,142.00	93,492.07	71,602.08	21,889.99
Subtotal	1,989,091.00	806,886.44	569,818.89	237,067.54
Total COST PLUS MAX				237,067.54

Total Invoice: \$ 237,067.54

If you have questions regarding this invoice, please call (703) 674-1300.

August 5, 2022

Project Monthly Summary

July 2022 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 Meeting Update.
 - Prepared and presented the Project Advisory Committee Meeting Update.
 - Prepared and presented the Board Meeting Update.
 - Prepared for and held Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
 - Prepared a draft overall budget projection for ARWA review.
 - Prepared and presented the monthly Budget Update for the Technical Committee and Board meetings.
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
- Task 4 – Schedule
 - Prepared and presented the Program Schedule Update for the Technical Committee and PAC meetings.
 - Revised the Project Deliverable Schedule based on the feedback received from ARWA, Design Consultants, and Construction Management & Inspection team.
 - Integrated each project schedule into overall Program schedule. Developed and distributed the monthly Program schedule summary.
- Task 6 – Data Management
 - Continued to coordinate with ARWA and Construction Management & Inspection Team to integrate construction data collected on the GIS WebMap.
 - 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 comments from the United States Army Corps of Engineers.
 - Continued coordination with the Program Environmental Consultant fieldwork for Segments C.
 - Continued coordination with ARWA and the Program Environmental Consultant regarding the burial relocation proceedings.

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 easement acquisition process.
- Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
- Continued coordination between Program Environmental Consultant and Design Engineers.

- Task 8 – Land Acquisition Management
 - Coordinated the appraisal process for Segments C, 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
 - Continued coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review as well as preparation of funding release requests.

- Task 10 – Design Standards
 - Updated and released the revised Construction Standards to the Design Consultants given a question from construction activities.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continue coordination with Design Consultant for construction phase services.
 - Segment B
 - Continued coordination with Design Consultant for construction phase services.
 - Segment C
 - Continued coordination with Design Consultant for final design.
 - Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations.

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

- Segment D
 - Continue coordination with Design Consultant during project procurement.
 - Attended Segment D Bid Opening.
 - Segment E
 - Continued coordination with Design Consultant for final design.
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for construction phase services.
 - Water Treatment Plant:
 - Continued coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for construction phase services.
 - Booster Pump Station:
 - Coordinated with Design Consultant for construction phase services.
 - Inline Elevated Storage Tanks:
 - Continued coordination with Design Consultant for final 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 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 Caldwell, Guadalupe, and Hays Counties regarding on going permit reviews.
 - Continued General Coordination with GVEC, BBEC, and LCRA.
 - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - Coordinated with Segment D Consultant to prepare addenda and answer contractor questions during project procurement.
 - Prepared for and attended Segment D pre-proposal meeting.
 - Prepared for and attended Segment D bid opening.

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

- Coordinated with Segment D Consultant and ARWA to distribute Segment D proposals for review and evaluation.
- Continued coordination with the Construction Management & Inspection team.
- Continued coordination with WTP, RWI, BPS, Segment A, and Segment B Design Consultants during the construction phase.
- Task 18 – Environmental Construction Services
 - Continued efforts to complete Migratory Bird nest surveys and associated memos for reporting.
 - Coordinated with the USACE regarding the permit for the blown bore on Sandy Creek.
 - Attended construction status meetings.

August 2022 Projection:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continue weekly task coordination with Alliance Water.
 - Prepare and present Technical Committee Meeting Update.
 - Prepare and present Project Advisory Committee Meeting Update.
 - Prepare and present Board Meeting Update.
 - Prepare for and hold Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
 - Address ARWA comments and finalize budget projection.
 - Prepare and present the monthly Budget Update for the Technical Committee and Board meetings.
 - Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
- Task 4 – Schedule
 - Revise the Project Deliverable Schedule based on the feedback received from ARWA, Design Consultants, and Construction Management & Inspection team.
 - Integrate each project schedule into overall Program schedule. Develop and distribute schedule update and memorandum.
- Task 6 – Data Management
 - Continued coordination with ARWA and Construction Management & Inspection Team to integrate construction data collected on the new GIS WebMap.
 - Ongoing maintenance of Microsoft SharePoint Online program.

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

- Continued updating of web-based GIS for easement acquisition process and alignment changes.
- Task 7 – Environmental Management
 - Continue coordination with ARWA and the Program Environmental Consultant regarding the burial relocation proceedings.
 - Continue coordination with Program Environmental Consultant concerning the comments from the United States Army Corps of Engineers.
 - Continued coordination with the Program Environmental Consultant regarding outstanding fieldwork for Segment C.
 - Perform coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of the easement acquisition 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, 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 as well as preparation of funding release requests.
- Task 10 – Design Standards
 - Review Construction Standards given questions arising from construction activities and coordinate with the Program as needed.
- Task 11 – Engineering Design Management
 - Pipelines:

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

- Segment A
 - Continue coordination with Design Consultant for construction phase services.
 - Segment B
 - Continue coordination with Design Consultant for construction phase services.
 - Segment C
 - Continue coordination with Design Consultant for final design.
 - Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations.
 - Segment D
 - Continue coordination with Design Consultant during project procurement.
 - Segment E
 - Begin review of Segment E 100% Design submittal prepared by the Design Consultant.
 - Continue coordination with Design Consultant for final design.
- Raw Water Infrastructure:
 - Continue coordination with Design Consultant for construction phase services.
- Water Treatment Plant:
 - Continue coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continue coordination with Design Consultant for construction phase services.
- Booster Pump Station:
 - Coordination with Design Consultant for construction phase services.
- Inline Elevated Storage Tanks:
 - Coordination with Design Consultant for final design development.
- Other:
 - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield).
 - Review invoices, schedules, and risk logs for consultants.
- Task 13 – Electrical Power Planning
 - Continue coordination with 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.

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

- Coordinate with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
- Continue General Coordination with GVEC, BBEC, and LCRA.
- On-going Permit Tracking Log Updates.

- Task 15 – Procurement and Construction Phase Services
 - Continued coordinated with Segment D Design Consultant during the procurement phase.
 - On-going coordination with the Construction Management & Inspection team.
 - On-going coordination with WTP, RWI, BPS, Segment A, and Segment B Design Consultants during the construction phase.

- Task 16 – Other Services
 - Finalize and submit the City of San Marcos Watershed Protection Plan for the Booster Pump Station Plat.

- Task 18 – Environmental Construction Services
 - Continue efforts to complete Migratory Bird nest surveys and associated memos for reporting.
 - Attend construction status meetings

Scope Elements Added/Removed:

None at this time.

Outstanding Issues/Concerns:

None at this time.

HUB Participation:

28.3 % allotted by Contract (based on contract total fee)

32.0% 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	\$117,890.00	46.2%	\$54,455.63	\$40,234.56
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$25,850.00	0.0%	\$-	\$-
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$399,180.00	51.1%	\$ 203,829.07	\$ 118,601.57
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$18,999.00	0.0%	\$ -	\$ -
		Subtotal	\$561,919.00	46.0%	\$ 258,284.70	\$ 158,836.14

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.7** Consider adoption of Resolution 2022-08-24-005 approving Work Order #6 with Freese & Nichols, Inc. for Construction Administration Services on the Authority's Phase 1B Segment D Project, as recommended by the Technical Committee. ~
Ryan Sowa, P.E., Kimley-Horn & Associates
-

Background/Information

Alliance Water entered into a Work Order in November 2019 with Freese & Nichols, Inc. (FNI) to provide final design engineering services for the Phase 1B Segment D Pipeline project. The final design is complete and the construction notice-to-proceed is expected to be issued in September. In order to maintain progress, Staff has negotiated a scope and fee with FNI to provide construction administration and construction engineering services for the Phase 1B Segment D Pipeline project.

Below are some of the key facts regarding the proposal:

Firm: Freese & Nichols, Inc.
Fee: \$651,329 (50% ARWA)
Work Order Type: Hourly, Not-to-Exceed
Anticipated Duration: 22 months
Project Manager: Anne Hoskins, P.E.

Staff is requesting that the Committee recommend Board approval of a Work Order with a fee for the basic services of \$504,872.00 and a fee for supplemental effort in an amount not-to-exceed \$146,456.00 for a total fee of \$651,329. The Executive Director will be given the discretion to authorize the supplemental effort if needed.

Attachment(s)

- Resolution 2022-08-24-005
- July 22, 2021 – Segment D Pipeline Construction Phase Services.

Recommendation

- The Technical Committee unanimously recommended approval of the work order with Freese & Nichols, Inc.

Board Decision(s) Needed:

- Adoption of Resolution 2022-08-24-005 approving Work Order #6 with Freese & Nichols, Inc. for Construction Administration Services on the Authority's Phase 1B Segment D Pipeline Project.



ALLIANCE WATER

RESOLUTION NO. 20220824-005

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #6 BETWEEN THE AUTHORITY AND FREESE & NICHOLS, INC. FOR CONSTRUCTION ADMINISTRATION PHASE SERVICES RELATED TO THE AUTHORITY'S PHASE 1B TREATED WATER SEGMENT D PIPELINE PROJECT POINTS PROJECT AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (the "Authority") entered into a master agreement with Freese & Nichols, Inc. ("FNI") for professional engineering services and related matters in June 2018.

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

3. The Authority entered into a work order with FNI for preliminary design services for the Authority's Phase 1B Segment B Project (the "Project") in June 2018. The Authority and FNI entered into a subsequent work order for Final Design and Bidding of the Project in November 2019.

4. The bid opening for the Project is complete and the Authority anticipates issuing a notice-to-proceed to the selected construction contractor in the near future.

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

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

SECTION 1. The attached work order for Construction Administration Services for the Project between the Authority and FNI is approved to be billed based on actual time and materials in an amount not-to-exceed \$504,872.

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

SECTION 3. The Authority's Executive Director is authorized to issue supplemental work orders not to exceed, \$146,456.

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

Resolution 20220824-005
Phase 1B Treated Water Segment D Pipeline Project Construction Administration

ADOPTED: August 24, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Secretary, Board of Directors

July 22, 2022

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

Sent Via: E-MAIL

Re: Alliance Regional Water Authority
 Phase 1B, Segment D Pipeline
 Construction Phase Services

Dear Mr. Moore:

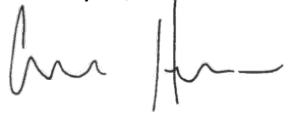
Freese and Nichols (FNI) is pleased to submit our proposal for Construction Phase Services for the Phase 1B, Segment D Pipeline. We understand this phase will be performed on a cost plus maximum (CPM) basis with an approximate 20-month duration per the current Program schedule. We propose to perform the Basic Services and the Supplemental Services described in the attached Scope in accordance with the below breakdown.

TASK	FEE
1.0 Project Management	\$29,523
2.0 Regulatory Agency Coordination and Permits	\$13,022
3.0 Public Utility Coordination	\$10,399
4.0 Construction Site Visits and Progress Meetings	\$84,656
5.0 Construction Coordination	\$109,149
6.0 Shop Drawing / Submittal Review	\$64,170
7.0 Alternatives and Substitutions	\$16,893
8.0 Request for Information (RFI's)	\$22,116
9.0 Request for Proposals (RFPs) and Change Orders (COs)	\$35,721
10.0 Substantial/Final Completion Walk-Throughs	\$33,502
11.0 Record Drawings	\$25,380
12.0 Support of Segment B and E construction packages	\$30,185
13.0 Corrosion Investigation, Data Collection and Design Support	\$30,156
Subtotal Basic Services	\$504,872

14.0 Supplemental Services	\$146,456
Total Basic and Supplemental Services	\$651,329

Please let us know if there are any questions or concerns on this proposal. We look forward to working with you on the construction of this important project.

Thank you,

A handwritten signature in black ink, appearing to read 'Anne Hoskins'.

Anne Hoskins, P.E.
Principal
Freese and Nichols, Inc.

**Alliance Regional Water Authority – Phase 1B Segment D
Construction Phase Services**

1. Project Management
 - 1.1. Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan (21 months)
 - 1.2. Meetings
 - 1.2.1. Quality Control Audit (1 workshop)
2. Regulatory Agency Coordination and Permits
 - 2.1. Texas Commission on Environmental Quality (one one-hour virtual meetings or phone conference and one in-person meeting)
 - 2.2. Texas Water Development Board (one one-hour virtual meeting or phone conference and one in-person meeting)
 - 2.3. Caldwell County (one one-hour virtual meeting or phone conference and one in-person meeting)
 - 2.4. Guadalupe County (one one-hour virtual meeting or phone conference and one in-person meeting)
 - 2.5. Texas Department of Transportation (TxDOT) (one one-hour virtual meeting or phone conference and one in-person meeting)
3. Public Utility Coordination
 - 3.1. Bluebonnet Electric Cooperative (one one-hour virtual meeting or phone conference and one in-person meeting)
 - 3.2. Crystal Clear SUD (one one-hour virtual meeting or phone conference and one in-person meeting)
 - 3.3. Enterprise Products (one one-hour virtual meeting or phone conference and one in-person meeting)
 - 3.4. Lower Colorado River Authority (LCRA) (one one-hour virtual meeting or phone conference and one in-person meeting)
4. Construction Site Visits and Progress Meetings
 - 4.1. Pre-Construction Meeting
 - 4.1.1. Attend a pre-construction meeting coordinated by the Construction Management and Inspection (CM&I) team.
 - 4.2. San Marcos River Crossing Pre-Construction Meeting
 - 4.2.1. Attend a pre-construction meeting coordinated by the CM&I team to discuss the construction plan and submittals for the San Marcos River crossing.
 - 4.3. Monthly Site Observation (20 months)
 - 4.3.1. Site observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work. Consultant is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. In this effort, Consultant will

endeavor to protect the Owner against defects and deficiencies in the work of Contractor and will report any observed deficiencies to CMI&I. Consultant's visits and observations are subject to the limitations on Consultant's authority and responsibility described in the General Conditions.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. Consultant is to inform the CM&I of issues or concerns and CM&I is to work with Contractor to address these issues or concerns.

- 4.3.2. Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.
 - 4.3.3. Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.
 - 4.3.4. Specialty Observations will be limited to spot checking, selective measure, and similar methods of general observations for observation of equipment requiring additional observations beyond the monthly observations.
 - 4.3.5. Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.
 - 4.3.6. Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.
 - 4.4. Monthly Construction Progress Meetings (6 in-person and 14 virtual meetings or phone conferences)
 - 4.4.1. Attend Progress Meetings led by the CM&I team. Discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.
 - 4.4.2. Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 5 days before meetings.
 - 4.4.3. Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.
 - 4.5. Pipeline Installation Prove-out Meeting/Site Visit
5. Construction Coordination
- 5.1. Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project. (Assume 14 hours per month total for consultant team)
 - 5.2. Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend up to four (4) meetings related to quality issues during construction.
 - 5.3. Review monthly construction pay applications and make recommendations for payment (20 pay applications)
 - 5.4. Review monthly schedules to confirm compliance with Contract dates and key milestones (20 monthly schedules)

- 5.5. Review monthly as-builts provided by Contractor (20 monthly as-builts)
 - 5.6. Utilize EDMS for upload/download of all construction-related documentation.
6. Shop Drawing/Submittal Review
- 6.1. Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days (Assume up to 60 submittals). For the purposes of this scope, assume review effort will include the original submittal and first resubmittal. For purposes of this scope, assume 25 shop drawings, 5 record data, 20 certified test reports, and 2 O&M manuals.
 - 6.2. Attend one pre-submittal meeting for valves if needed to accelerate submittal preparation.
 - 6.3. Attend one pre-submittal meeting for pipe if needed to accelerate submittal preparation.
7. Alternatives and Substitutions
- 7.1. Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions. For the purposes of this scope, assume review of up to 10 alternatives/substitutions. Reviews will be completed within 10 working days.
8. Request for Information (RFIs)
- 8.1. Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days. For the purposes of this scope, assume 20 RFIs.
9. Request for Proposals (RFPs) and Change Orders (COs)
- 9.1. Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS.
 - 9.2. Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration. Assume up to 10 RFPs.
 - 9.3. Review COs prepared by the CM&I team (assume up to 10 COs).
 - 9.3.1. Prepare final CO (over and unders) recapitulation of the Project in conjunction with the final pay request.
10. Substantial/Final Completion Walk-Throughs
- 10.1. Consultant to conduct one (1) substantial completion walk-through/inspection, coordinated by the CM&I. After considering any objections from Owner's Representative, if the Consultant considers the work substantially complete, Consultant will submit a Substantial Completion punch list and letter to the Owner's Representative.
 - 10.2. Consultant to conduct one (1) final completion walk-through/inspection (coordinated by the CM&I) to determine if the completed work of Contractor is acceptable to both the Owner's Representative and Consultant so that Consultant may recommend, in writing, the final payment to the Contractor.
11. Record Drawings
- 11.1. Consultant will prepare Contract Record Drawings using the marked up red lines drawings provided by the Contractor during construction. Record drawing information will be based solely on the provided red line drawings and appropriate field documentation received from the Consultant and the CM&I group during construction site visits. Items associated with this work include:
 - 11.1.1. Prepare final Change Order (over and under reconciliations) recapitulation of the Project in conjunction with the final pay request

- 11.1.2. Prepare Record Drawings of the constructed project based on change order revisions and as built information provided by the contractor.
 - 11.1.3. Provide the Owner's Representative:
 - 11.1.3.1. With one (1) set of Record Drawings in .pdf and .dwg electronic format.
 - 11.1.3.2. The DWG file with the reference state plan coordinate system for use by ARWA.
12. Support of Segment B and E construction packages
- 12.1. Attend additional meetings with ARWA, Segment B and E consultants, and Segment B contractor related to the updates needed for sheets related to Segment B and E scope transfer and the sheets remaining in Segment D that were also impacted.
 - 12.2. Perform revised design document production, and quality control to make the changes to the updates needed for the scope transfer sheets and the sheets remaining in Seg D that were also impacted.
 - 12.3. Perform coordination related to cathodic protection updates needed for the scope transfer sheets and the sheets remaining in Segment D that were also impacted.
 - 12.4. Revise quantities related to the updates needed for the scope transfer sheets and the sheets remaining in Segment D that were also impacted.
 - 12.5. Review submittals for Bid Packages B and E related to scope transfer sheets.
13. Corrosion Investigation, Data Collection and Design Support
- 13.1. Construction Phase Corrosion Services
 - 13.1.1. Attend a pre-commissioning site visit prior to testing
 - 13.1.1.1. Conduct an alignment walk-thru and develop punch list of deficient items
 - 13.1.1.2. Attend a site visit to approve Contractor's method of checking continuity and isolation along pipeline and check continuity testing performed by contractor (maximum 2 days of site visits)
 - 13.1.2. Commissioning/Testing
 - 13.1.2.1. Attend and witness testing performed by contractor
 - 13.1.2.2. Prepare Commissioning Report and develop post-commissioning punch list
14. Additional Services
- 14.1. Survey
 - 14.1.1. Verify/Reset horizontal and vertical control points for construction purposes
 - 14.2. General Construction Phase Services, which may include:
 - 14.2.1. Additional site visits (10 additional site visits).
 - 14.2.2. Additional submittal review (10 additional shop drawings and/or RFIs).
 - 14.2.3. Additional monthly progress meetings (10 additional monthly progress meetings).
 - 14.2.4. Providing services to review or evaluate Contractor claims that are not due to causes within the control of consultant.
 - 14.2.5. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor.
 - 14.2.6. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement.
 - 14.2.7. Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the Contract Time.

14.2.8. Observe the drilling of the boring to be drilled within the footprint of the Receiving Shaft to confirm findings by the Contractor.

Alliance Regional Water Authority Segment D Design														Project Fee Summary						
Freese and Nichols														Basic Services	\$ 504,872					
7/22/2022														Special Services	\$ 146,456					
Detailed Overall Consultant Cost Breakdown														Total Project	\$ 651,329					
14.2.7	Special	Services required as a result of default of the Contractor or failure to complete work within the contract time (placeholder cost due to insufficient detail)	20	40	20						80	\$ 15,943	\$ 680			\$ 680		\$ -	\$ 16,623	
14.2.8	Special	14.2.8. Observe receiving shaft boring										\$ -	\$ -			\$ -	2,544	\$ 2,544	\$ 2,544	
Subtotal Supplemental Services			88	266	238						592	\$ 111,493	\$ 5,032	\$ 1,890	\$ 460	\$ 7,382	17,250	10,332	\$ 27,582	\$ 146,456
Total Effort (Basic Service + Supplemental Services)*			294	1,023	1,161	47	148	40	84	129	2,926	\$ 530,642	\$ 24,871	\$ 7,749	\$ 2,323	\$ 34,943	17,250	\$ 68,494	\$ 85,744	\$ 651,329
*Total Effort for subconsultants include subconsultant markup																				
**Total for labor effort includes raises fro work projected after 2022																				
***Tech charge cells show hours, sum cells show total tech charges																				
****Total for meals includes expense markup																				

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.8** Discussion and possible adoption of Resolution 2022-08-24-006 approving an Agreement for Addition of a Delivery Point with the City of Kyle and authorizing the Executive Director to execute all necessary documents related to the Agreement. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

In July 2021 we informed the Technical Committee and Board of Directors of the request from the City of Kyle to add a second delivery point on the Segment C pipeline. Kyle has been working with a developer in the area and has progressed significantly enough in the negotiations that they wish to move forward with the agreement for the second delivery point.

As a reminder, 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.

Staff is proposing to utilize the same agreement for a new delivery point that was utilized with the Maxwell SUD delivery point as requested by CRWA. In the case of Kyle's delivery point – the agreement states that Kyle will build the infrastructure or will have it built. Alliance Water is responsible for providing the design documents for the delivery point.

Kyle has approved the agreement at a council meeting in August.

Attachment(s)

- Resolution 2022-08-24-0026
- Agreement for Addition of Delivery Point between ARWA and Kyle

Board Decision(s) Needed:

- Adoption of Resolution 2022-08-24-006 approving the Agreement for Addition of Delivery Point between ARWA and Kyle.



ALLIANCE WATER

RESOLUTION NO. 20220824-006

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN AGREEMENT WITH THE CITY OF KYLE FOR THE ADDITION OF A SECOND DELIVERY POINT, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority’s (“Alliance Water”) is developing a Carrizo-Wilcox Aquifer water supply project (the “Project”) for the public purposes of supplying wholesale water to its Sponsors, including the Canyon Regional Water Authority (“CRWA”), pursuant to Alliance Water’s enabling act, Chapter 11010 of the Texas Special District Local Laws Code.

2. The City of Kyle (“Kyle”) desires for Alliance Water to add a second delivery point that would enable Kyle to utilize its share of the Authority’s Carrizo water supply water from two different locations. The delivery point does not provide for any additional water supply.

3. Alliance Water and Kyle desire to work together to facilitate the design and construction of the Delivery Point and have determined that it would be in the best interest of each party involved to enter into an agreement.

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

SECTION 1. The attached Agreement for Addition of Second Delivery Point between Alliance Water and the City of Kyle is approved.

SECTION 2. Alliance Water’s Executive Director, Graham Moore, is authorized to execute the attached agreement on behalf of Alliance Water.

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

ADOPTED: August 24, 2022

ATTEST:

Chris Betz
Chair, Board of Directors

Secretary, Board of Directors

**AGREEMENT FOR ADDITION OF DELIVERY POINT
BETWEEN
ALLIANCE REGIONAL WATER AUTHORITY
AND THE
CITY OF KYLE**

This Agreement for the Addition of a Delivery Point (the “Agreement”) is made and entered into by and between Alliance Regional Water Authority (“ARWA”) a Texas conservation and reclamation district organized and operating under Article 16, Section 59 of the Texas Constitution and its enabling legislation and the City of Kyle (“Kyle”) a municipality and political subdivision of the State of Texas. ARWA and Kyle are cumulatively the “Parties” and, individually “Party” depending upon the context. The Effective Date of this Agreement is _____, 2022.

RECITALS

WHEREAS, ARWA is developing a Carrizo-Wilcox Aquifer water supply project (the “Project”) for the public purpose of supplying wholesale water to its Sponsors, including Kyle, pursuant to ARWA’s enabling act, Chapter 11010 of the Texas Special District Local Laws Code;

WHEREAS, Kyle desires for ARWA to add a delivery point that would enable Kyle to supply water from the Project (“Delivery Point”) to a new location within the Kyle water system;

WHEREAS, the Parties desire to work together to facilitate the design and construction of the Delivery Point and have determined that it would be in the best interest of each Party to enter into this Agreement.

NOW, THEREFORE, ARWA and Kyle hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 “Location” means the +/-1.06-acres located on County Road 158 approximately 2,100-ft southeast of Cool Springs Blvd.

+/- 29°57'5.23"N 97°51'8.13"W

1.2 “Completion Date” means June 30, 2024. The parties will coordinate to create a design and construction timeline with milestones for completion by the Completion Date.

1.3 For purposes of this Agreement, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The words “shall” and “will” are mandatory and the word “may”

is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning.

ARTICLE II ADDITION OF DELIVERY POINT

2.1 Specific Location and Engineering Design. ARWA is responsible for determining the specific site of the Delivery Point at the Location and the engineering design of the Delivery Point with input from Kyle. Kyle will provide ARWA with specifications, recommendations, and other information as needed to complete the engineering design of the Delivery Point. ARWA will provide all plans and engineering designs to Kyle for approval. Kyle will provide such approval in writing.

2.2 Costs for Engineering Design. Kyle is responsible for all costs related to the engineering design of the Delivery Point. ARWA will pay all costs associated with the engineering design of the Delivery Point and invoice Kyle once the design is complete and approved by Kyle. Kyle will make full payment to ARWA for any and all costs incurred in relation to the engineering design prior to construction of the Delivery Point.

2.3 Bids. All components of the engineering design and construction of the Delivery Point will be bid out in accordance with applicable law.

2.4 Construction of the Delivery Point. Kyle is responsible for constructing the infrastructure for the Delivery Point at the Location in accordance with the engineering design provided by ARWA. Likewise, Kyle is responsible for payment of any and all costs incurred in relation to the construction of the Delivery Point as set forth in the construction contract.

2.5 Limitation of Terms. The terms of this agreement are limited to the design and construction of the delivery point. ARWA retains full responsibility for the construction and design of all necessary infrastructure to provide water to the delivery point. Kyle retains full responsibility for the construction and design of any necessary infrastructure to receive and distribute water from the delivery point.

2.6 Completion. The Parties agree to meet their respective obligations to complete the engineering design and construction of the Delivery Point by the Completion Date. The parties will coordinate and attend a monthly meeting, or exchange detailed project updates, to discuss the progress of the design and construction of the Delivery Point. Any party that has reason to believe a delay has occurred, or will occur, that will cause the design or construction of the Delivery Point to fail to meet the Completion Date or any identified milestones, must promptly provide written notice to the other party.

ARTICLE III

GENERAL PROVISIONS

3.1 **Recitals.** The Parties agree that the recitals are correct and incorporated into the agreements of the Parties.

3.2 **Amendments.** The terms and conditions of this Agreement may not be modified except by the mutual consent of both Parties in writing and with the approval of the respective Boards of Directors of each Party.

3.3 **Term.** This Agreement will remain in effect from the Effective Date until the Completion Date.

3.4 **Performance.** If a Party has a concern about the adequacy of the other Party's performance under this Agreement, the concerned Party will notify the other party in writing by email and by direct communication by telephone using the following contact information:

ARWA: Graham M. Moore, P.E., Executive Director
gmoore@alliancewater.org
512.294.3214

KYLE: Scott Sellers, City Manager
ssellers@cityofkyle.com
512.262.3923

3.5 **Force Majeure.** The Parties recognize the possibility of Force Majeure events and agree to collaboratively work around Force Majeure events that arise to expedite the performance of all obligations required under this Agreement. Force Majeure events include acts of God, sabotage, civil disturbances, epidemics, pandemics, acts of domestic or foreign terrorism, lightning, fires, storms, floods, or any other unforeseen events out of the control of either party. With respect to the COVID-19 pandemic, the Parties have become aware of the effects of this pandemic on the water utility industry and will be proactive in selecting bidders and undertaking other actions to meet the obligations of this Agreement by the Completion Date.

3.6 **Execution in Counterparts.** This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

3.7 **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties related to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed, modified, or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of either Party, either before or after the execution of this Agreement, shall modify or affect any terms or obligations hereunder.

3.8 **Third-party Beneficiaries.** Although the Parties recognize that possibly one or more developers may contribute to the costs and/or may enter one or more contracts separately with one or more of the Parties, there are no third-party beneficiaries to this Agreement.

3.9 **Breach and Opportunity to Cure.** Prior to any claim for breach of this agreement being made, the party claiming breach must provide written notice of the alleged breach to the purportedly breaching party. The party accused of breach shall then have thirty (30) days to cure the alleged breach.

3.10 **Mediation.** In the event a dispute shall arise between the parties to this agreement, the parties agree to participate in at least four hours of mediation with an agreed mediator. The parties agree to share equally in the costs of the mediation.

3.11 **Authority.** The Board of Directors of ARWA and the Kyle City Council has approved this Agreement and authorized the person signing this Agreement to act on behalf of each Party.

SIGNED THIS ____ DAY OF _____, 2022.

ALLIANCE REGIONAL WATER AUTHORITY

CITY OF KYLE

by: _____
Graham M. Moore, P.E., Executive Director

by: _____
Scott Sellers, City Manager

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.9** Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants. ~ *CD&P*
-

Background/Information

Representatives of CD&P will update the Board on their recent public relations activities.

Attachment(s)

- Public Relations Highlights – May to July 2022

Board Decision(s) Needed:

- None.

PUBLIC RELATIONS HIGHLIGHTS



AUGUST 2021 –
JULY 2022

for Alliance Water, prepared by CD&P

Year in Review August 2021 – July 2022



6.2K

WEBSITE VISITS



4

NEWSLETTERS



112

NEW SUBSCRIBERS



6

PUBLISHED ARTICLES



205

SOCIAL POSTS



2

EVENTS

Messaging & Materials

Messaging

- Leaseholder Update presentation
- Water Treatment and Chemical Process presentation
- Crisis Communication Plan and card
- Public relations summaries
- Content for website, social media, newsletters, email updates, and press releases

Materials

- Program fans
- Retractable banners
- Hard hats
- Tablecloths
- Large banner and event signage

Messaging & Content Development
Crisis Communication Card



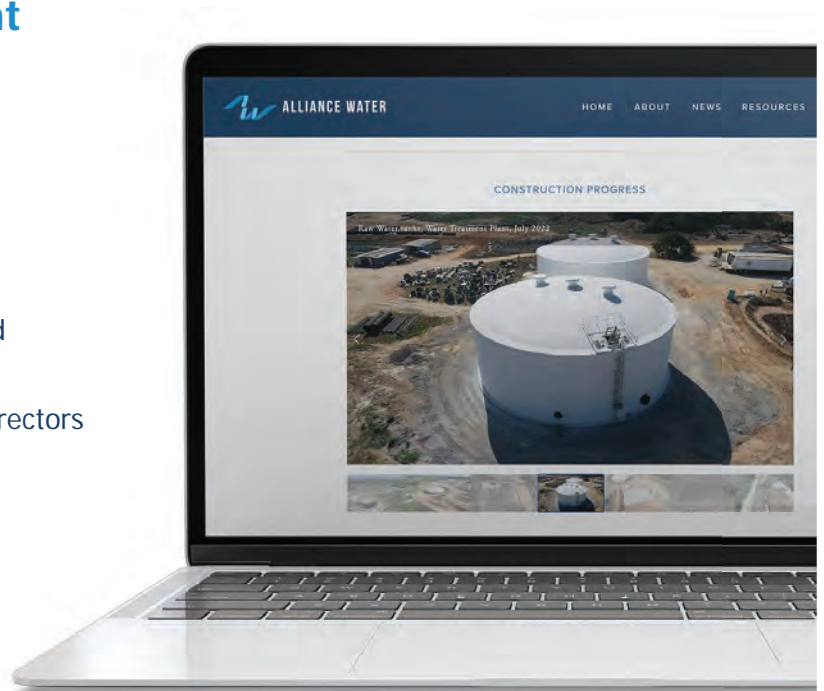
Event Materials & Signage
Program Fan

Presentation Content & Templates
Water Treatment Process & Chemical Presentation



Website Maintenance & Content

- Developed construction photo gallery
- Created Newsletter page and sign-up form
- Updated homepage banner design
- Developed social media gallery
- Created Meeting Agenda Archive page and added meeting recordings
- Regular updates and maintenance of Board of Directors page, Procurement page, and Leaseholder page



Website Activity

6.2K

VISITS

4.5K

UNIQUE VISITORS

13K

PAGEVIEWS

215

NEWSLETTER
PAGE VIEWS

184

LEASEHOLDER
PAGE VISITS

Most-Viewed Pages

- #1 Meeting Agendas
2,008 views
- #2 About the Authority
1,156 views
- #3 Procurement
787 views
- #4 Our Directors
744 views
- #5 Contact us
675 views

Social Media Outreach

Facebook, Instagram, Twitter

Engagement Overview



1,072

TOTAL FOLLOWERS

11% increase



205

POSTS SENT



579

TOTAL ENGAGEMENTS
(LIKES, COMMENTS, SHARES)

400% increase



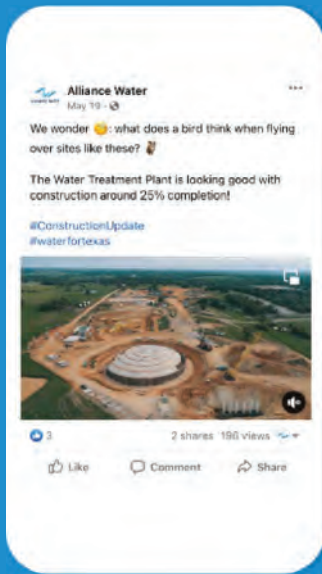
392

CLICKS

Top Engaged Users

- #1 The Texas Water Infrastructure Network
- #2 Texas + Water
- #3 Texas Water Development Board
- #4 Guadalupe Basin Coalition

Social Media Outreach Top-performing posts



23
Engagements

63
Clicks



FACEBOOK



17
Engagements

115
Impressions



INSTAGRAM



43
Engagements

1.75K
Impressions



TWITTER

Newsletter & Email Outreach

4 QUARTERLY NEWSLETTERS

163 recipients

60.75% average open rate

112 new contact submissions in 2021

219% increase



4 LEASEHOLDER EMAILS

99 recipients

66% average open rate

48 new leaseholders subscribed in 2021

94% increase

Meetings and Events

August 2021

Water Treatment Plant Groundbreaking

50+
ATTENDEES

PARTNERS IN ATTENDANCE

- Texas Water Development Board
- Kimley-Horn Associates
- Pape-Dawson Engineers
- Walker Partners
- CP&Y, an STV Company
- Archer Western Construction
- Ardurra Group, Inc.

April 2022

Leaseholder Update Event

45+
ATTENDEES

35
PROPERTIES
REPRESENTED



Media Outreach

6 ARTICLES PUBLISHED

1 NEWS VIDEO

MEDIA OUTLETS REACHED

- Hays Free Press
- Community Impact
- Lockhart Post-Register
- Texas Contractor Associated Construction Publications
- Texas Water Newsroom



Texas Water Newsroom Media Coverage
Water Treatment Plant Groundbreaking

Next Steps

- Coordinate site visit event for sponsors in fall 2022
- Finalize and distribute Crisis Communication Plan and materials
- Media outreach as construction begins for Segments D,C, and E
- Identify award and presentation opportunities as construction projects are completed
- Continue to gather information to spotlight Board Members on the website, social media, and quarterly newsletters



Thank You



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- 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, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- K.1** *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) and/or Section 551.074 (Personnel Matters) regarding:*
- A. Water supply partnership options*
 - B. Groundwater leases*
 - C. Permit Applications filed at the Gonzales County Underground Water Conservation District*
 - D. Acquisition of real property for water supply project purposes*
 - E. Annual performance evaluation of Executive Director, Graham Moore*
-

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

- A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Permit Applications filed at the Gonzales County Underground Water Conservation District*
 - D. *Acquisition of real property for water supply project purposes*
-

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- E. *Consideration of Resolution 2022-08-24-007 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 2022-08-24-007

Board Decision(s) Needed:

- Adoption of Resolution 2022-08-24-007.



ALLIANCE WATER

RESOLUTION NO. 2022-08-24-007

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, TEMPORARY CONSTRUCTION, ACCESS, SANITARY CONTROL, AND ASSOCIATED EASEMENTS AND CERTAIN FEE ESTATES FOR SEGMENT “W” OF 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, ACCESS, SANITARY CONTROL, AND ASSOCIATED 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, access, sanitary control, and associated electric 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 within Segment “W” of Phase 1 B of the project (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 as part of the Project; 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 ____ day of August 2022.

ALLIANCE REGIONAL WATER AUTHORITY

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

ATTEST:

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>
C077H	RPC Kyle, LLC.	Hays	Robert Carson	No. 135	200.68	1.740 – PE 1.212 - TCE
C079H	Kyle 120 LLC, a Delaware Limited Liability Company	Hays	Robert Carson	No. 135	120.458	0.215 – PE 0.201 – TCE 0.007 - TCE
E010G	Dorothy Weltner Oelkers, Warren H. Weltner and Carol Weltner Smith	Guadalupe	A.M. Esnaurizar	No. 20	127.78	3.363 - PE

C077H - PE

PARCEL C077H
 RPC KYLE, LLC
 HAYS 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:

TITLE RESOURCES GUARANTY COMPANY
 GF# T-151273
 ISSUE DATE: AUGUST 05, 2021

THERE ARE NO SCHEDULE B ITEMS LISTED FOR THE SUBJECT TRACT.

**1.740 ACRE
 (75,794 SQ. FT. MORE OR LESS)
 VARIABLE WIDTH PERMANENT EASEMENT**

**PARENT TRACT
 200.668 ACRES**

Date: Nov 30, 2021, 11:45am User ID: smith File: G:\Projects\ARWA\B0532-Alliance Water\SURVEY\SEGMENT c TITLES - Hays County\C077H (Same as C078H)\EXHIBIT EASEMENT\C077H_PE_R01.dwg



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

Legal Description
1.740 Acre (75,794 Square Foot, more or less)
Variable Width Permanent Easement

BEING A 1.740 ACRE, VARIABLE WIDTH PERMANENT EASEMENT, SITUATED IN THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 200.668 ACRE TRACT OF LAND DESCRIBED IN DEED TO RPC KYLE, LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 19045928 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 1.740 ACRE, VARIABLE WIDTH PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "CBD 5780" being an angle point in the common line of said 200.668 acre tract and that called 120.458 acre tract of land described in deed to Kyle 120 LLC, a Delaware Limited Liability Company, as recorded in county Clerks File Number 21006990 of said O.P.R.H.C.T.

THENCE N 43° 42' 32" E, along the common line of said 200.668 and 120.458 acre tracts, a distance of 1,364.94 feet, to a point for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE leaving said common line, over and across said 200.668 acre tract, the following five (5) courses and distances:

1. N 45° 47' 54" W, a distance of 9.98 feet, to a point for corner;
2. N 21° 44' 25" W, a distance of 257.08 feet, to a point for corner;
3. N 46° 01' 54" W, a distance of 665.92 feet, to a point for corner;
4. S 88° 58' 06" W, a distance of 70.71 feet, to a point for corner;
5. N 46° 01' 54" W, a distance of 1,144.00 feet, to a point for the northwest corner hereof, also lying in the common line of said 200.668 acre tract and Lot 1, Block H of Bunton Creek Reserve, Phase 1, according to the Final Plat thereof, as recorded in County Clerks File Number 18009449 of the Plat Records of Hays County, Texas (P.R.H.C.T.). From which a 1/2 inch capped iron rod found and stamped "EECL RPLS 4863" lying in the northwest line of said 200.668 acre tract and being the southwest corner of said Lot 1 bears S 43° 23' 39" W, a distance of 481.54 feet;

THENCE N 43° 23' 39" E, along the common line of said 200.668 acre tract and Lot 1, a distance of 40.00 feet, to a point for the northeast corner hereof. From which a 1/2 inch capped iron rod found and stamped "EECL RPLS 4863" lying in the northwest line of said 200.668 acre tract, being the common southerly corner of said Lot 1 and that called 20 foot wide Right of Way (ROW) dedication to Hays County, described in said Final Plat also being an angle point in the southwest ROW line of County Road 151 (Variable width ROW) commonly known as Bunton Lane bears N 43° 23' 39" E, a distance of 34.93 feet;

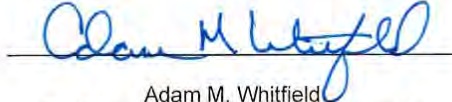
THENCE leaving said common line, over and across said 200.668 acre tract, the following five (5) courses and distances:

1. S 46° 01' 54" E, a distance of 1,141.98 feet, to a point for corner;
2. N 88° 58' 06" E, a distance of 56.57 feet, to a point for corner;
3. S 46° 01' 54" E, a distance of 684.80 feet, to a point for corner;
4. S 21° 44' 25" E, a distance of 257.14 feet, to a point for corner;
5. S 45° 47' 54" E, a distance of 3.33 feet, to a point for the southeast corner hereof, also lying in the common line of said 200.668 and 120.458 acre tracts. From which a 1/2 inch capped iron rod found and stamped "4758" being the easterly common corner of said 200.668 and 120.458 acre tracts, also lying in the southwest ROW line of said Bunton Lane bears N 43° 42' 32" E, a distance of 15.00 feet;



THENCE S 43° 42' 32" W, along the common line of said 200.668 and 120.458 acre tracts, a distance of 30.00 feet, to the POINT OF BEGINNING and containing 1.740 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.

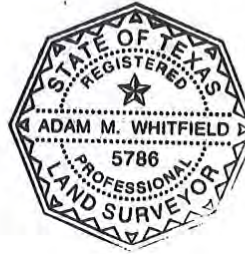


Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 11-30-21

January 12, 2021

Revised: November 30, 2021



C077H – TCE

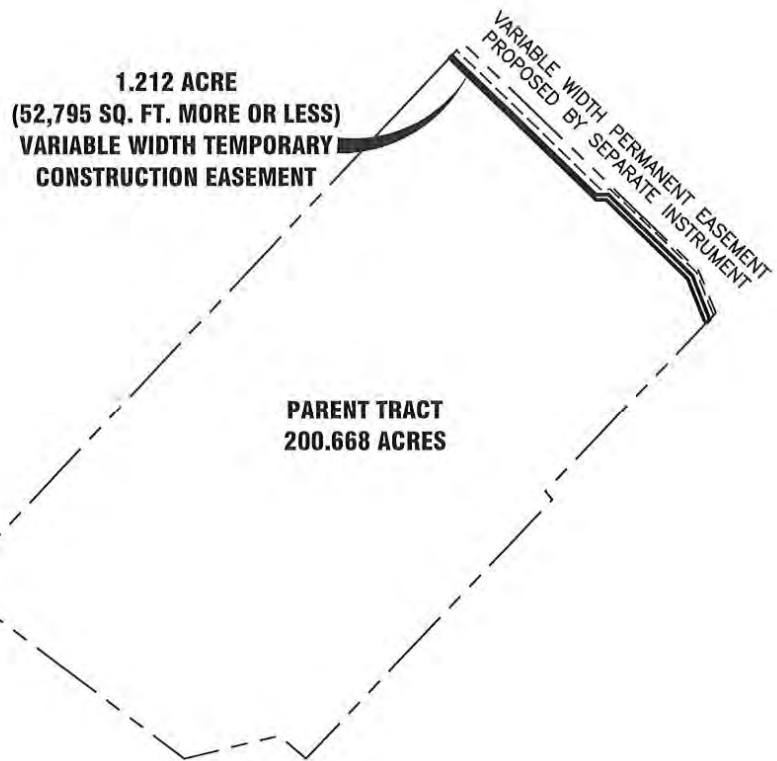
PARCEL C077H
 RPC KYLE, LLC
 HAYS COUNTY, TEXAS
 ALLIANCE WATER PH 1B



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.



Date: Nov 30, 2021, 11:34am User ID: semith
 File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C077H (Same as C078H)\EXHIBIT EASEMENT\C077H_TCE ROI.dwg



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



Legal Description
1.212 Acre (52,795 Square Foot, more or less)
Variable Width Temporary Construction Easement

BEING A 1.212 ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 200.668 ACRE TRACT OF LAND DESCRIBED IN DEED TO RPC KYLE, LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 19045928 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 1.212 ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "CBD 5780" being an angle point in the common line of said 200.668 acre tract and that called 120.458 acre tract of land described in deed to Kyle 120 LLC, a Delaware Limited Liability Company, as recorded in county Clerks File Number 21006990 of said O.P.R.H.C.T.;

THENCE N 43° 42' 32" E, along the common line of said 200.668 and 120.458 acre tracts, a distance of 1,334.94 feet, to a point for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE leaving said common line, over and across said 200.668 acre tract, the following five (5) courses and distances:

1. N 45° 47' 54" W, a distance of 16.63 feet, to a point for corner;
2. N 21° 44' 25" W, a distance of 257.02 feet, to a point for corner;
3. N 46° 01' 54" W, a distance of 647.04 feet, to a point for corner;
4. S 88° 58' 06" W, a distance of 56.57 feet, to a point for corner;
5. N 46° 01' 54" W, a distance of 1,166.22 feet, to a point for the northwest corner hereof, also lying in the common line of said 200.668 acre tract and Lot 1, Block H of Bunton Creek Reserve, Phase 1, according to the Final Plat thereof, as recorded in County Clerks File Number 18009449 of the Plat Records of Hays County, Texas (P.R.H.C.T.). From which a 1/2 inch capped iron rod found and stamped "EECL RPLS 4863" lying in the northwest line of said 200.668 acre tract and being the southwest corner of said Lot 1 bears S 43° 23' 39" W, a distance of 461.53 feet;

THENCE N 43° 23' 39" E, along the common line of said 200.668 acre tract and Lot 1, a distance of 20.00 feet, to a point for the northeast corner hereof, also lying in the west line of a proposed variable width Permanent Easement (PE) to be dedicated by separate instrument. From which a 1/2 inch capped iron rod found and stamped "EECL RPLS 4863" lying in the northwest line of said 200.668 acre tract, being the southerly common corner of said Lot 1 and that called 20 foot wide Right of Way (ROW) dedication to Hays County, described in said Final Plat and also being an angle point in the southwest ROW line of County Road 151 (Variable width ROW) commonly known as Bunton Lane bears N 43° 23' 39" E, a distance of 74.93 feet;

THENCE leaving said common line, over and across said 200.668 acre tract and along the west line of said PE, the following five (5) courses and distances:

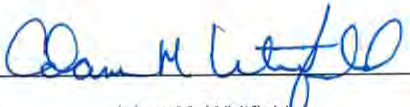
1. S 46° 01' 54" E, a distance of 1,144.00 feet, to a point for corner;
2. N 88° 58' 06" E, a distance of 70.71 feet, to a point for corner;
3. S 46° 01' 54" E, a distance of 665.92 feet, to a point for corner;
4. S 21° 44' 25" E, a distance of 257.08 feet, to a point for corner;



5. S 45° 47' 54" E, a distance of 9.98 feet, to a point for the southeast corner hereof, also lying in the common line of said 200.668 and 120.458 acre tracts. From which a 1/2 inch capped iron rod found and stamped "4758" being the easterly common corner of said 200.668 and 120.458 acre tracts and also lying in the southwest ROW line of said Bunton Lane bears N 43° 42' 32" E, a distance of 45.00 feet;

THENCE S 43° 42' 32" W, along the common line of said 200.668 and 120.458 acre tracts, a distance of 30.00 feet, to the **POINT OF BEGINNING** and containing 1.212 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.

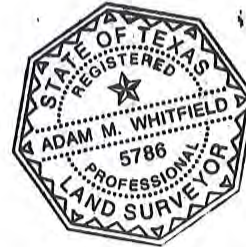

Adam M. Whitfield

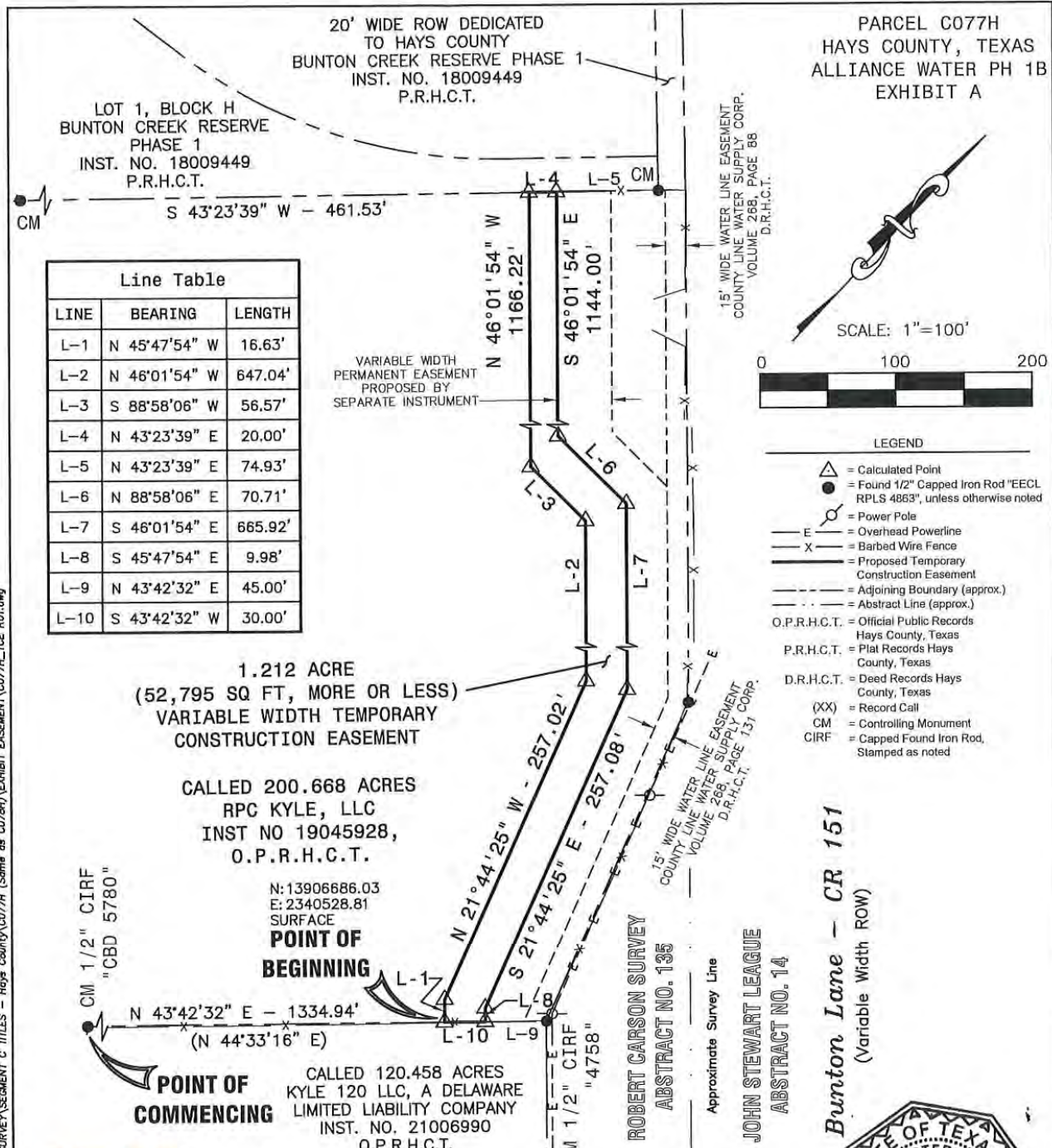
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 11.30.21

January 12, 2021

Revised: November 30, 2021





Line Table		
LINE	BEARING	LENGTH
L-1	N 45°47'54" W	16.63'
L-2	N 46°01'54" W	647.04'
L-3	S 88°58'06" W	56.57'
L-4	N 43°23'39" E	20.00'
L-5	N 43°23'39" E	74.93'
L-6	N 88°58'06" E	70.71'
L-7	S 46°01'54" E	665.92'
L-8	S 45°47'54" E	9.98'
L-9	N 43°42'32" E	45.00'
L-10	S 43°42'32" W	30.00'

1.212 ACRE
(52,795 SQ FT, MORE OR LESS)
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT

CALLED 200.668 ACRES
RPC KYLE, LLC
INST NO 19045928,
O.P.R.H.C.T.

N:13906686.03
E:2340528.81
SURFACE

POINT OF BEGINNING

POINT OF COMMENCING

CALLLED 120.458 ACRES
KYLE 120 LLC, A DELAWARE
LIMITED LIABILITY COMPANY
INST. NO. 21006990
O.P.R.H.C.T.



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, 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: November 30, 2021

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



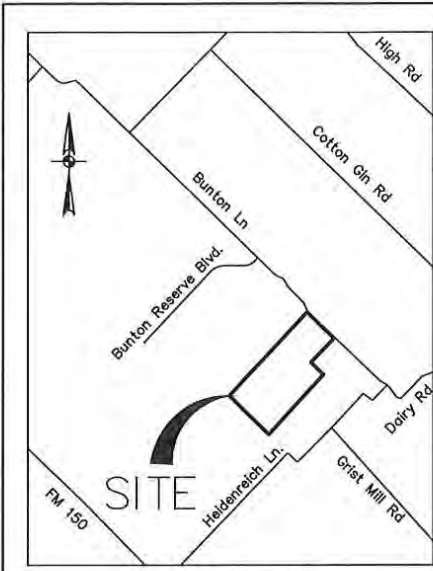
PAGE 4 OF 4

WORK ORDER ARWA1800532 DIGITAL FILE C077H TCE.dwg Revision # 01 DRAWN BY MDH

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Date: Nov 30, 2021, 11:33am User ID: samihb File: G:\Projects\ARWA1800532-Alliance Water Survey\SEGMENT C TITLES - Hays County\C077H (Same as C078H)\EXHIBIT EASEMENT\C077H_TCE ROW.dwg

C079H – PE



LOCATION MAP
NOT TO SCALE

PARCEL C079H
KYLE 120 LLC, A DELAWARE
LIMITED LIABILITY COMPANY
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B

NOTES:

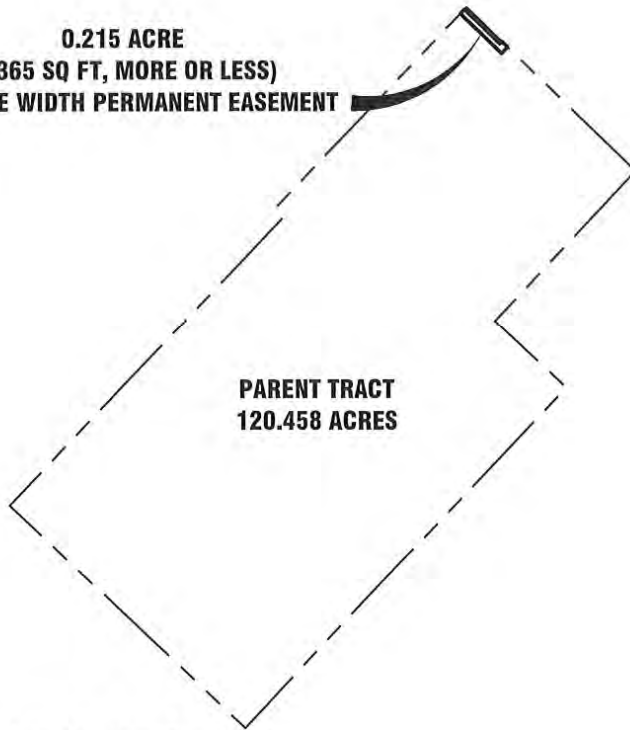
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. 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
GF# CTA-21-CTA1900730G
ISSUE DATE: APRIL 15, 2021

- 10f.) 15' WIDE EASEMENT GRANTED TO COUNTY LINE WATER SUPPLY CORPORATION RECORDED IN VOLUME 268, PAGE 81, D.R.H.C.T. (DOES AFFECT, BLANKET BY NATURE)
- 10h.) DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KYLE, TEXAS AND BARRY C. WUKASCH INST NO. 19031783 O.P.R.H.C.T. (DOES AFFECT)

**0.215 ACRE
(9,365 SQ FT, MORE OR LESS)
VARIABLE WIDTH PERMANENT EASEMENT**



**PARENT TRACT
120.458 ACRES**

Date: Nov 30, 2021, 11:31am User ID: ssmith File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C079H\EXHIBIT EASEMENT\C079H_LPE RD2.dwg



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



Partners for a Better Quality of Life

Legal Description
0.215 Acre (9,365 Square Foot, more or less)
Variable Width Permanent Easement

BEING A 0.215 ACRE, VARIABLE WIDTH PERMANENT EASEMENT, SITUATED IN THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 120.458 ACRE TRACT OF LAND DESCRIBED IN DEED TO KYLE 120 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN COUNTY CLERKS FILE NUMBER 21006990 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.215 ACRE, VARIABLE WIDTH PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "CBD 5780" being an angle point in the common line of said 120.458 acre tract and that called 200.668 acre tract of land described in deed to RPC Kyle, LLC, as recorded in County Clerks File Number 19045928 of said O.P.R.H.C.T.;

THENCE N 43° 42' 32" E, along the common line of said 120.458 and 200.668 acre tracts, a distance of 1,364.94 feet, to a point for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE N 43° 42' 32" E, continuing along said common line, a distance of 30.00 feet, to a point for the northeast corner hereof. From which a 1/2 inch capped iron rod found and stamped "4758" being the easterly common corner of said 120.458 and 200.668 acre tracts, also lying in the southwest ROW line of County Road 151 (Variable width ROW) commonly known as Bunton Lane bears N 43° 42' 32" E, a distance of 15.00 feet;

THENCE leaving said common line, over and across said 120.458 acre tract, the following two (2) courses and distances:

1. S 45° 47' 54" E, a distance of 251.83 feet, to a point for an interior "ell" corner hereof;
2. N 44° 13' 46" E, a distance of 15.00 feet, to a point for corner, lying in the common line of said 120.458 acre tract and Bunton Lane ROW;

THENCE S 45° 47' 54" E, along the common line of said 120.458 acre tract and Bunton Lane ROW, a distance of 40.00 feet, to a point for the southeast corner hereof. From which a 1/2 inch iron rod found, being the easterly common corner of said 120.458 acre tract and that called 12.00 acre tract of land described in deed to Dennis R. Gage and Carol B. Gage, as recorded in Volume 2034, Page 518 of said O.P.R.H.C.T. bears S 45° 47' 54" E, a distance of 908.44 feet;

THENCE leaving said common line, over and across said 120.458 acre tract, the following two (2) courses and distances:

1. S 44° 13' 46" W, a distance of 45.00 feet, to a point for the southwest corner hereof;
2. N 45° 47' 54" W, a distance of 291.56 feet, to the **POINT OF BEGINNING** and containing 0.215 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: 11.30.21

January 12, 2021

Revised: June 04, 2021

Revised: November 30, 2021



CM 1/2" CIRF
"CBD 5780"

CALLED 200.668 ACRES
RPC KYLE, LLC
INST. NO. 19045928
O.P.R.H.C.T.

PARCEL C079H
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

N 43°42'32" E - 1364.94'
(N 43°42'30" E)

POINT OF COMMENCING

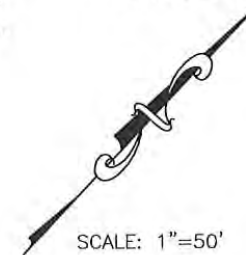
POINT OF BEGINNING
N: 13906707.72
E: 2340549.54
SURFACE

CM 1/2" CIRF
"4758"

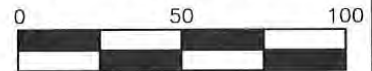
Gravel Drive

ROBERT CARSON SURVEY
ABSTRACT NO. 135

CALLED 120.458 ACRES
KYLE 120 LLC, A DELAWARE
LIMITED LIABILITY COMPANY
INST. NO. 21006990
O.P.R.H.C.T.

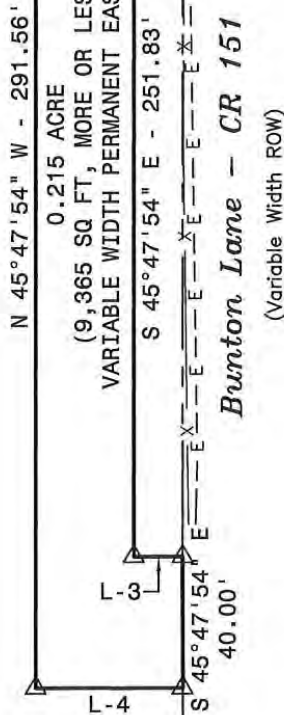


SCALE: 1"=50'



LEGEND

- = Calculated Point
- = Found 1/2" Iron Rod, unless otherwise noted
- = Overhead Powerline
- = Barbed Wire Fence
- = Proposed Permanent Easement
- = Adjoining Boundary (approx.)
- O.P.R.H.C.T. = Official Public Records
Hays County, Texas
- D.R.H.C.T. = Deed Records Hays
County, Texas
- (XX) = Record Call
- CM = Controlling Monument
- CIRF = Capped Iron Rod Found,
Stamped as noted

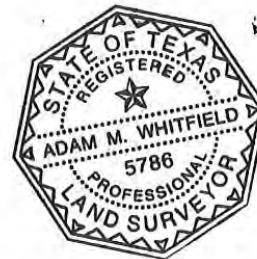


Line Table		
LINE	BEARING	LENGTH
L-1	N 43°42'32" E	30.00'
L-2	N 43°42'32" E	15.00'
L-3	N 44°13'46" E	15.00'
L-4	S 44°13'46" W	45.00'

CALLLED 12.00 ACRES
DENNIS R. GAGE
AND CAROL B. GAGE
VOLUME 2034, PAGE 518
O.P.R.H.C.T.



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 January 2020, 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: November 30, 2021

ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 3 OF 3

WORK ORDER ARWA1800532 DIGITAL FILE C079H PE.dwg Revision # 02 DRAWN BY MDH

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Date: Nov 30, 2021, 11:30am User: Id: ssmith File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C079H\EXHIBIT EASEMENT\C079H_PE_R02.dwg

C079H – TCE

PARCEL C079H
 KYLE 120 LLC, A DELAWARE
 LIMITED LIABILITY COMPANY
 HAYS 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.

LOCATION MAP
 NOT TO SCALE

**TRACT 2 - 0.007 ACRE
 (305 SQ FT, MORE OR LESS)
 20 FOOT WIDE TEMPORARY
 CONSTRUCTION EASEMENT**

**TRACT 1 - 0.201 ACRE
 (8,756 SQ FT, MORE OR LESS)
 30 FOOT WIDE TEMPORARY
 CONSTRUCTION EASEMENT**

VARIABLE WIDTH PERMANENT EASEMENT
 PROPOSED BY SEPARATE INSTRUMENT

**PARENT TRACT
 120.458 ACRES**



Date: Nov 30, 2021, 11:30am User ID: ssmith
 File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C079H\EXHIBIT EASEMENT\C079H_TCE_Tract 1 and 2_R02.dwg



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



Partners for a Better Quality of Life

Legal Description

Tract 1

**0.201 Acre (8,756 Square Foot, more or less)
30 Foot Wide Temporary Construction Easement**

BEING A 0.201 ACRE, 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 120.458 ACRE TRACT OF LAND DESCRIBED IN DEED TO KYLE 120 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN COUNTY CLERKS FILE NUMBER 21006990 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.201 ACRE, 30 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "4758" being the easterly common corner of said 120.458 and that called 200.668 acre tract of land described in deed to RPC Kyle, LLC, as recorded in County Clerks File Number 19045928 of said O.P.R.H.C.T., also lying in the southwest Right of Way (ROW) line of County Road 151 (Variable width ROW) commonly known as Bunton Lane;

THENCE S 43° 42' 32" W, along the common line of said 120.458 and 200.668 acre tracts, a distance of 45.00 feet, to a point at the northwest corner of a variable width Permanent Easement (PE) proposed by separate instrument, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE leaving said common line, over and across said 120.458 acre tract, the following three (3) courses and distances:

1. S 45° 47' 54" E, along the west line of said PE, a distance of 291.56 feet, to a point at the southwest corner of said PE for the southeast corner hereof;
2. S 44° 13' 46" W, leaving the west line of said PE, a distance of 30.00 feet, to a point for the southwest corner hereof;
3. N 45° 47' 54" W, a distance of 291.28 feet, to a point for the northwest corner hereof, lying in the common line of said 120.458 and 200.668 acre tracts. From which a 1/2 inch capped iron rod found and stamped "CBD 5780" being an angle point in the common line of said 120.458 and 200.668 acre tracts bears S 43° 42' 32" W, a distance of 1,334.94 feet;

THENCE N 43° 42' 32" E, along the common line of said 120.458 and 200.668 acre tracts, a distance of 30.00 feet, to the **POINT OF BEGINNING** and containing 0.201 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.

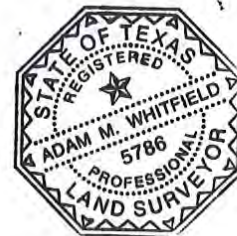
Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 11-30-21

January 12, 2021

Revised Date: June 04, 2021

Revised: November 30, 2021



**Legal Description
Tract 2
0.007 Acre (305 Square Foot, more or less)
20 Foot Wide Temporary Construction Easement**

BEING A 0.007 ACRE, 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 120.458 ACRE TRACT OF LAND DESCRIBED IN DEED TO KYLE 120 LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN COUNTY CLERKS FILE NUMBER 21006990 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.007 ACRE, 20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "4758" being the easterly common corner of said 120.458 and that called 200.668 acre tract of land described in deed to RPC Kyle, LLC, as recorded in County Clerks File Number 19045928 of said O.P.R.H.C.T., also lying in the southwest Right of Way (ROW) line of County Road 151 (Variable width ROW) commonly known as Bunton Lane;

THENCE S 45° 47' 54" E, along the common line of said 120.458 acre tract and Bunton Lane ROW, a distance of 231.97 feet, to a point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE S 45° 47' 54" E, continuing along the common line of said 120.458 acre tract and Bunton Lane ROW, a distance of 20.00 feet, to a point for the southeast corner hereof, lying in the north line of a variable width Permanent Easement (PE) proposed by separate instrument. From which, a 1/2 inch iron rod found, being the northerly common corner of said 120.458 acre tract and that called 12.00 acre tract of land described in deed to Dennis R. Gage and Carol B. Gage as recorded in Volume 2034, Page 518 of said O.P.R.H.C.T. bears S 45° 47' 54" E, a distance of 948.44 feet;

THENCE leaving said common line, over and across said 120.458 acre tract, the following three (3) courses and distances:

1. S 44° 13' 46" W, along the north line of said PE, a distance of 15.00 feet, to a point at an inside "ell" corner of said PE for the southwest corner hereof;
2. N 45° 47' 54" W, along the east line of said PE, a distance of 20.00 feet, to a point for the northwest corner hereof;
3. N 44° 13' 46" E, leaving the east line of said PE, a distance of 15.00 feet, to the **POINT OF BEGINNING** and containing 0.007 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.



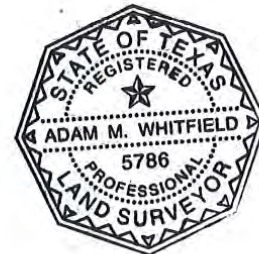
Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 11.30.21

January 12, 2021

Revised: June 04, 2021

Revised: November 30, 2021



CALLED 200.668 ACRES
RPC KYLE, LLC
INST. NO. 19045928
O.P.R.H.C.T.

POINT OF BEGINNING

TRACT 1
N: 13906707.72
E: 2340549.54
SURFACE

PARCEL C079H
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

CM 1/2" CIRF
"CBD 5780"

S 43°42'32" W - 1334.94'
(S 43°42'30" W)

N 43°42'32" E
30.00'

S 43°42'32" W
45.00'

CM 1/2" CIRF
"4758"

POINT OF COMMENCING

TRACT 1 - 0.201 ACRE
(8,756 SQ FT, MORE OR LESS)
30 FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT

CALLED 120.458 ACRES
KYLE 120 LLC, A DELAWARE
LIMITED LIABILITY COMPANY
INST. NO. 21006990
O.P.R.H.C.T.

ROBERT CARSON SURVEY
ABSTRACT NO. 135

N 45°47'54" W - 291.28'

S 45°47'54" E - 291.56'

VARIABLE WIDTH PERMANENT EASEMENT
PROPOSED BY SEPARATE INSTRUMENT

S 45°47'54" E - 231.97'

Bunton Lane - CR 151
(Variable Width ROW)

POINT OF BEGINNING

TRACT 2
N: 13906578.52
E: 2340746.93
SURFACE

TRACT 2 - 0.007 ACRE
(305 SQ FT, MORE OR LESS)
20 FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT

S 44°13'46" W
30.00'

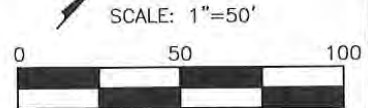
S 45°47'54" E - 948.44'

CALLER 12.00 ACRES
DENNIS R. GAGE
AND CAROL B. GAGE
VOLUME 2034, PAGE 518
O.P.R.H.C.T.



LEGEND

- △ = Calculated Point
- = Found 1/2" Iron Rod, unless otherwise noted
- E — = Overhead Powerline
- X — = Barbed Wire Fence
- — — = Proposed Temporary Construction Easement
- - - - - = Adjoining Boundary (approx.)
- O.P.R.H.C.T. = Official Public Records Hays County, Texas
- D.R.H.C.T. = Deed Records Hays County, Texas
- (XX) = Record Call
- CM = Controlling Monument
- CIRF = Capped Iron Rod Found, Stamped as noted



Line Table		
LINE	BEARING	LENGTH
L-1	S 45°47'54" E	20.00'
L-2	S 44°13'46" W	15.00'
L-3	N 45°47'54" W	20.00'
L-4	N 44°13'46" E	15.00'



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 January 2020, 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: November 30, 2021

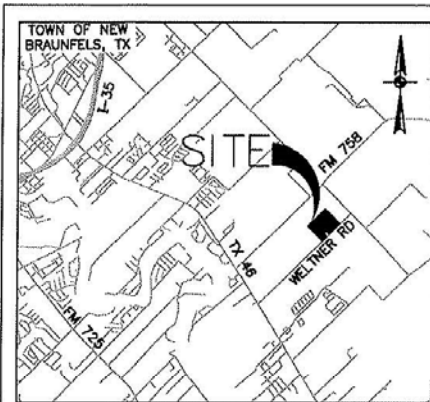
Adam M. Whitfield
ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 4 OF 4

WORK ORDER ARWA1800532 DIGITAL FILE C079H TCE.dwg Revision # 02 DRAWN BY MDH

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Date: Nov 30, 2021, 11:30am User: Id: smnth File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C079H\EXHIBIT EASEMENT\C079H_TCE_Tract 1 and 2_R02.dwg



LOCATION MAP
NOT TO SCALE

PARCEL E010G
DOROTHY WELTNER OELKERS,
WARREN H. WELTNER AND
CAROL WELTNER SMITH
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B

NOTES:

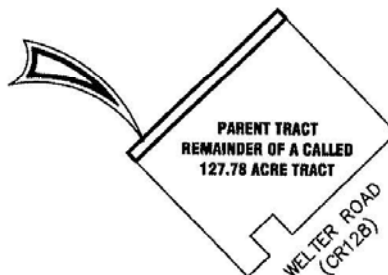
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S.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

SCHEDULE B COMMENTS:

WFG NATIONAL TITLE COMPANY
GF# 21-201884-E010G
ISSUE DATE: JANUARY 12, 2022

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
The following: Recorded instrument No. Volume 1182, Page 558 and Volume 2194, Page 912, of the County Clerk's Official Records of Guadalupe County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
(DOES AFFECT SUBJECT TRACT)
- 10 a) An easement for a water well executed by Joyce T Weltner, joined herein pro forma by my husband, Otto R. Weltner to Danny A. Beck and wife, Joyce A. Beck, filed October 1, 1980, recorded as Instrument No. Volume 605, Page 661, of the County Clerk's Official Records of Guadalupe County, Texas.
(AS TO WATER WELL RIGHT-OF-WAY AND EASEMENT) (DOES AFFECT)
- 10 b) An easement for a water well executed by Joyce T. Weltner to Joyce T. Weltner, sole Trustee, of the Joyce T. Weltner Living Trust, under the provisions of a trust agreement dated the 2nd day of December 1997, filed January 22, 1998, recorded as Instrument No. Volume 1315, Page 280, of the County Clerk's Plot Records of Guadalupe County, Texas.
(AS TO WATER WELL RIGHT-OF-WAY AND EASEMENT) (DOES AFFECT)
- 10 c) Deleted: An easement for Pipeline executed by Joyce T. Weltner to Guadalupe-Blanco River Authority, filed June 25, 1998, recorded as Instrument No. Volume 1351, Page 500, of the County Clerk's Official Records of Guadalupe County, Texas. (DNA apply per survey)
- 10 d) Deleted: An easement for a electric transmission system executed by Lower Colorado River Authority, a conservation and reclamation district of the State of Texas to LCRA Transmission Services Corporation, a Texas non-profit corporation, filed December 3, 2001, recorded as Instrument No. Volume 1657, Page 91, of the County Clerk's Official Records of Guadalupe County, Texas. (DNA per survey)

3.363 ACRES
(146,492 SQ. FT. MORE OR LESS)
90.0 FOOT WIDE
PERMANENT EASEMENT



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

Texas Firm Registration No. 10064300

PAGE 1 OF 4

WORK ORDER ARWA18005832 DIGITAL FILE E010G_PE_SURFACE REVISION # 4 DRAWN BY DLB

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Date: Jan 31, 2022, 9:40am User ID: hml@wfg
 File: \\bermco\NAS\PRODUCTS\101804300E\00Comments\1-JT-2022-E010G-Update\0010G_PE_R04_01-14-22.dwg



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



Legal Description
3.363 Acres (146,492 Square Foot)
90 Foot Wide Permanent Easement

BEING A 3.363 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE A.M. ESNAURIZAR SURVEY, ABSTRACT NO. 20, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF A CALLED 127.78 ACRES, CONVEYED TO DOROTHY WELTNER OELKERS, WARREN H. WELTNER AND CAROL WELTNER SMITH, BY DEED RECORDED IN DOCUMENT NUMBER 2018-99027921, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS. SAID 3.363 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found at the north corner of the remainder of said 127.78 acre tract, same being the west corner of a called 58.578 acre tract, as described in a deed to Gregory W. Kraft and Pamela Sarlo-Kraft, and recorded in Volume 1466, Page 39, Official Public Records, Guadalupe County, Texas., also being the northwesterly corner of 90 foot wide permanent easement herein described;

THENCE S 44° 22' 35" E, with the common line, a distance of 90.00 feet to a point, for the northeasterly corner of this 90 foot wide permanent easement, from which a Guadalupe-Blanco Aluminum Disk found at the east corner of said 127.78 acre tract and south corner of said 58.578 acre tract, bears S 44° 22' 35" E, a distance of 1,265.03 feet;

THENCE, S 45° 36' 45" W, departing the said common line a distance of 1,627.54 feet, to a point, in the northerly line of a certain 76.649 acre tract of land legally described as that certain 77.149 acre tract as "Tract 1", **LESS AND EXCEPT** that certain 0.500 acre tract being legally described by metes and bounds as "Tract 2" as described in deed to Scott Felder Homes, LLC, a Texas Limited Liability Company in Document Number 202199022873 Official Public Records, Guadalupe County, Texas also being the southeasterly corner of the 90 wide permanent easement herein described, from which a 1/2-inch iron rod found at the northerly corner of a called 1.097 acre tract, described in a deed to Elmer Wade Hutson, and recorded in Volume 2566, Page 587, Official Public Records, Guadalupe County, Texas, bears S 44°22'53" E, a distance of 984.02 feet;

THENCE N 44°22'53" W, with said common line a distance of 90.00 feet to a point on the northwesterly line of the remainder of said 127.78 acre tract, same being the southeast line of a called 95.37 acre tract, Tract 1 described in a deed to Curtis G. Timmermann, and recorded in Volume 778, Page 631, Official Public Records, Guadalupe County, Texas; for the southwesterly corner of the 90 foot wide permanent easement herein described;



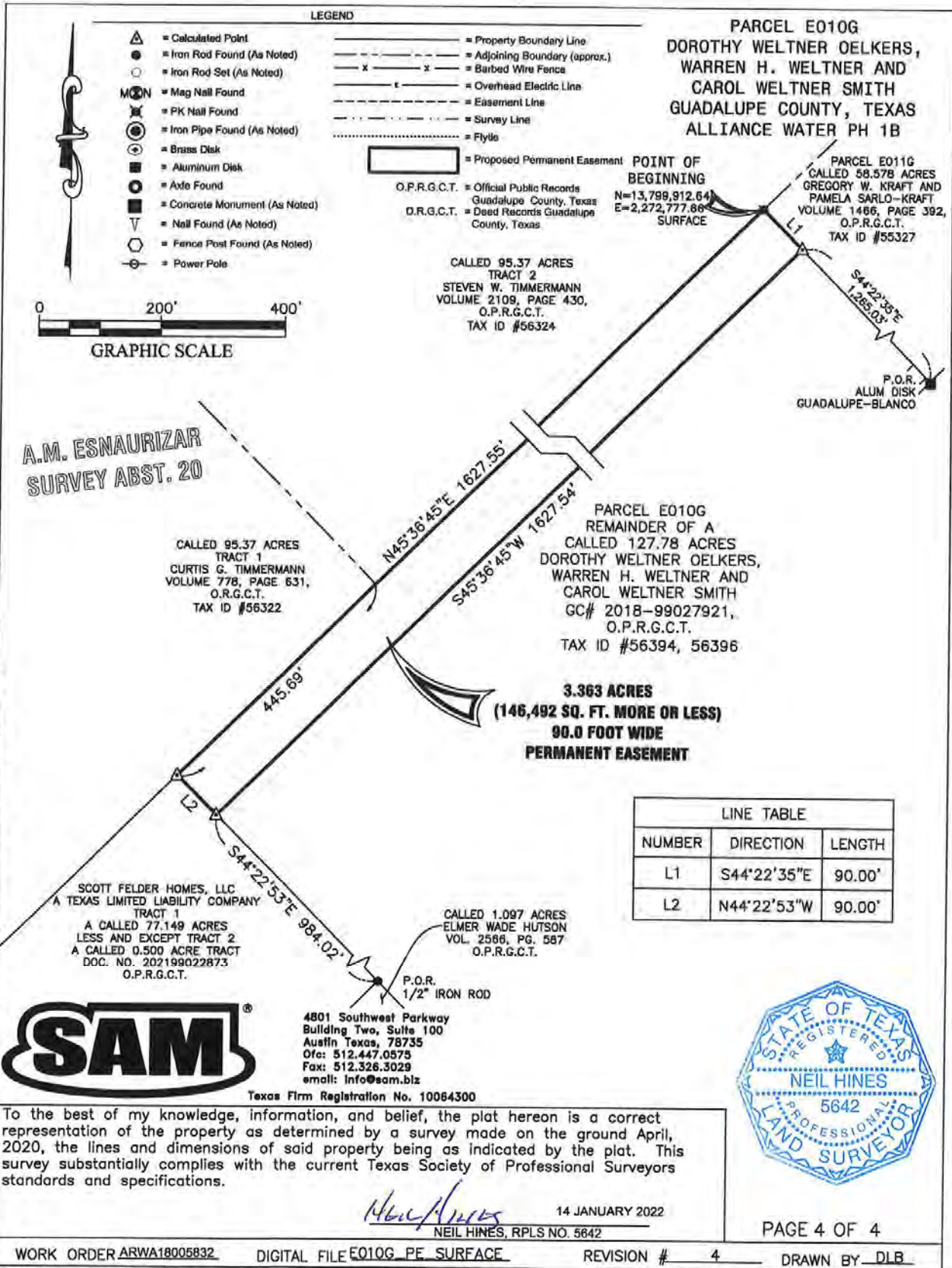
THENCE N 45° 36' 45" E, with said common line, passing at a distance of 445.69 feet, a point, for the northeast corner of said Tract 1, same being the southwest corner of a called 95.37 acre tract, Tract 2 described in a deed to Steven W. Timmermann, Volume 2109, Page 430, Official Public records, Guadalupe County, Texas, and continuing for a total distance of 1,627.55 feet; to the **POINT OF BEGINNING** and containing 3.363 acres, more or less.

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



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 14 January 2022



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, August 24, 2022 at 3:00 PM
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

F. Annual performance evaluation of Executive Director, Graham Moore.

Board Decision(s) Needed:

- Possible direction to Staff.

REGULAR MEETING
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L. ADJOURNMENT
