

**Alliance Regional Water Authority  
Board of Directors**

**REGULAR MEETING**



**ALLIANCE WATER**

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 P.M.

Call-In Number: 1-346-248-7799  
Meeting ID: 880 5050 0664  
Passcode: 117367

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 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, September 28, 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: 880 5050 0664

Passcode: 117367

A. CALL TO ORDER

B. ROLL CALL

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

D. CONSENT AGENDA

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

D.1 Consider approval of minutes of the Regular Meeting held August 24, 2022. ~ *Graham Moore, P.E., Executive Director*

D.2 Consider approval of the financial report for July and August 2022. ~ *Graham Moore, P.E., Executive Director*

E. PUBLIC HEARINGS / PRESENTATIONS - None

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

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- F.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*
- G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS - Update on future meeting dates, locations, status of Authority procurements, Executive Director activities, other operational activities and the status of legal issues, where no action is required. ~ *Graham Moore, P.E., Executive Director / Mike Gershon, Lloyd Gosselink Rochelle & Townsend, P.C.*
- H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION
- H.1 Discussion and possible direction to Staff regarding renewal of consultant contracts for the next fiscal year. ~ *Graham Moore, P.E., Executive Director*
- H.2 Consider adoption of Resolution 2022-09-28-001 approving Work Order #7 with RW Harden & Associates for general hydrogeological services through September 30, 2023, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
- H.3 Consider adoption of Resolution 2022-09-28-002 approving an agreement for public relations services with Concept Development & Planning, LLC through September 30, 2023, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
- H.4 Consider adoption of Resolution 2022-09-28-003 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C., as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
- H.5 Consider adoption of Resolution 2022-09-28-004 approving an agreement for governmental relations services with The Schlueter Group, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
- H.6 Consider adoption of Resolution 2022-09-28-005 approving an agreement for audit services with Armstrong, Vaughan and Associates. ~ *Graham Moore, P.E., Executive Director*

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- H.7 Consider adoption of Resolution 2022-09-28-006 approving Work Order #4 with J.R. Tolles and Associates, LLC for construction management support for the Phase 1B projects. ~ *Graham Moore, P.E., Executive Director*
- H.8 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Chris Noe, P.E., Pape-Dawson Engineers*
- H.9 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.10 Update, discussion and possible direction to Staff regarding the Authority's request to the Texas Water Development Board for additional SWIFT funding. ~ *Graham Moore, P.E., Executive Director*
- H.11 Consider adoption of Resolution 2022-09-28-007 approving a construction change order with Garney Companies, Inc. adding portions of pipeline segments B2, C and D into the Phase 1B Segment B Project, as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- H.12 Consider adoption of Resolution 2022-09-28-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP) for employee's health insurance for January 2023 through December 2023, as recommended by the Administrative Committee meeting. ~ *Graham Moore, P.E., Executive Director*
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- J. EXECUTIVE SESSION
  - J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) and/or Section 551.074 (Personnel Matters) regarding:*
    - A. *Water supply partnership options*
    - B. *Groundwater leases*
    - C. *Acquisition of real property for water supply project purposes*

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- D. *Annual performance evaluation of Executive Director, Graham Moore, including the discussion of goals for the next fiscal year and possible compensation adjustments.*
  
- J.2 Action from Executive Session on the following matters:
  - A. *Water supply partnership options*
  - B. *Groundwater leases*
  - C. *Acquisition of real property for water supply project purposes*
  - D. *Annual performance evaluation of Executive Director, Graham Moore, including possible adoption of goals for the next fiscal year and compensation adjustments.*
  - E. *Consideration of Resolution 2022-09-28-009 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.*

**K. ADJOURNMENT**

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

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**A. CALL TO ORDER**

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No Backup Information for this Item.

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**B. ROLL CALL**

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<b>NAME</b>	<b>TERM ENDS</b>	<b>PRESENT</b>
Mayor Jane Hughson (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 - Secretary (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.** PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at [info@alliancewater.org](mailto:info@alliancewater.org) before 3:00 p.m.)
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**D. CONSENT AGENDA**

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

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**D.1** Consider approval of minutes of the Regular Meeting held August 24, 2022. ~  
*Graham Moore, P.E., Executive Director*

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Attachment(s)

- 2022 08 24 Board Meeting Minutes

**Board Decision(s) Needed:**

- Approval of minutes.



## ALLIANCE WATER

### Alliance Regional Water Authority

### BOARD MEETING

### MINUTES

**Wednesday, August 24, 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, August 24, 2022 at the County Line SUD offices.

A. CALL TO ORDER.

- **The Alliance Water Board Meeting was called to order at 3:02 p.m. by Mr. Betz.**

B. ROLL CALL.

- **Present: Hughson, Franke, Samford, Lewis, Hjorth, Betz, Turley, Condor, Allen and Kite with Mr. Neffendorf joining in Item I.9.**
- **Absent: Ramos.**

C. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS

C.1 Oath of Office and swearing in of Directors

- **The Oath of Office was taken by Director Lewis.**

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

- **Motion to appoint Amber Lewis as Secretary was made by Ms. Franke, seconded by Mr. Allen and adopted on a 11-0 vote.**

D. PUBLIC COMMENT PERIOD

- **None.**

E. CONSENT AGENDA

- E.1 Consider approval of minutes of the Regular Meeting held July 27, 2022.
- E.2 Consider approval of the Quarterly Investment Report for the period ending June 30, 2022.
  - **Motion to approve the consent agenda as presented was made by Mr. Samford, seconded by Mr. Hjorth and approved on a 12-0 vote.**

F. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

H. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No action.**

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.
  - **Motion to adopt Resolution 2022-08-24-001 adding Amber Lewis as a signatory instead of James Earp on the Authority's accounts was made by Ms. Hughson, seconded by Mr. Allen and approved on a 11-0 vote.**
- I.2 Consider adoption of Resolution 2022-08-24-002 making Appointments of Directors to the Authority's Technical Committee.
  - **Motion to adopt Resolution 2022-08-24-002 adding Derrick Turley to the Technical Committee was made by Mr. Hjorth, seconded by Ms. Franke and approved on a 11-0 vote.**

- 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.
- **Motion to adopt Resolution 2022-08-24-003 approving a Financing Agreement with the TWDB as presented was made by Mr. Samford, seconded by Mr. Kite and approved on a 11-0 vote.**
- 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.
- **Mr. Samford inquired as to the difference between the Microtunnel and Direct Pipe crossing techniques at the Guadalupe River.**
  - **Mr. Moore provided a brief overview, noting that Direct Pipe is similar to Horizontal Directional Drilling, without needing multiple passes.**
  - **Motion to adopt Resolution 2022-08-24-004 contingently awarding the Segment D Project to SJ Louis Construction of Texas as presented was made by Ms. Hughson, seconded by Mr. Samford and approved on a 11-0 vote.**
- I.5 Update and possible direction to Staff regarding construction of the Authority’s Phase 1B program.
- **Mr. Flinn provided an update on the construction of the Phase 1B Program.**
  - **No Action.**
- I.6 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.**
- 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.
- **Motion to adopt Resolution 2022-08-24-005 approving Work Order #6 with Freese & Nichols for Construction Administration Services was made by Mr. Samford and seconded by Ms. Franke and approved on a 11-0 vote.**

- 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.
- **Motion to adopt Resolution 2022-08-24-006 as presented was made by Mr. Kite and seconded by Mr. Hjorth and approved on a 11-0 vote.**
- I.9 Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants.
- **Ms. Gray with CD&P presented the public relations update to the Board for the current period.**
  - **Mr. Betz noted that he really appreciates the newsletters.**
  - **No Action.**
- J. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **Mr. Betz requested for any project/activities where Mr. Moore is not directly involved, that he prepare a memo on the likely activities, timelines, etc. to aid the Board in their work.**
- K.1 The Board of Directors recessed into Executive Session at 4:00 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege, Section 551.072 to discuss water supply project partnership options and 551.074 for personnel matters. The Board of Directors reconvened from Executive Session at 5:12 p.m.
- 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
    - **Motion to authorize Mr. Moore to sign letter agreement with the Guadalupe-Blanco River Authority in regards to groundwater permitting was made by Mr. Samford, seconded by Ms. Lewis and approved on a 12-0 vote.**
  - D. Acquisition of real property for water supply project purposes.
    - **Staff to proceed as directed.**
  - 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.

- **Motion to adopt Resolution 2022-08-24-007 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions as presented was made by Mr. Betz, seconded by Ms. Franke and approved on an 12-0 vote.**

L. ADJOURNMENT

- **Meeting was adjourned at 5:16 p.m. based on the motion by Ms. Hughson, seconded by Mr. Samford on an 12-0 vote.**

APPROVED: \_\_\_\_\_, 2022

ATTEST:

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

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

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**D.2** Consider approval of the financial report for July and August 2022. ~ *Graham Moore, P.E., Executive Director*

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Attachment(s)

- Financial Report for period ending June 31, 2022
- Financial Report for period ending August 31, 2022

**REPORTS TO BE PROVIDED PRIOR TO THE MEETING**

**Board Decision(s) Needed:**

- Approval of the July and August financial reports.



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

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Background/Information

The following items were discussed by the Committee at its 9/14 meeting:

- Received a construction update on the Phase 1B projects (Item H.8).
- Received an update on the Phase 1B program (Item H.9).
- Recommended approval of a change order with Garney Companies for construction of portions of Segments B2, C and D within the Segment B Pipeline project (Item H.11).
- Received an update on SWIFT funding (Item H.10).
- Received an update on area water meetings (Item G.2).

**Board Decision(s) Needed:**

- None.

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

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Gonzales County Underground Water Conservation District (GCUWCD)

The GCUWCD met on September 13th. The GCUWCD considered the request by GBRA to increase their permitted water rights by 9,000 acre-feet. The GCUWCD Board did not make a decision – they intend to place the item on the agenda for their October meeting.

The GCUWCD also passed their budget for FY 2022-23.

Plum Creek Conservation District (PCCD)

The PCCD met September 20th. Staff continues to work with PCCD on siting and construction requirements required for the monitoring well as required by the Authority's permit. No final decisions have been reached by the parties.

Groundwater Management Area 13

No update.

Region L Planning Group

Region L is scheduled to meet next on November 3<sup>rd</sup>.

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

No update.

**Board Decision(s) Needed:**

- None.

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

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**EXECUTIVE DIRECTOR**

- Below is the meeting schedule for the remainder of the year:
  - Monday, October 31<sup>st</sup> @ 1:00 PM (Hybrid)
  - Wednesday, November 16<sup>th</sup> @ 3:00 PM (In-Person)
  - Wednesday, December 21<sup>st</sup> @ 3:00 PM (Hybrid)
  
- An invitation was sent to the Board for a site visit scheduled for the morning of October 25<sup>th</sup>. We are asking for RSVPs as soon as practicable. Please contact Staff with any questions.

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**H.1** Discussion and possible direction to Staff regarding renewal of consultant contracts for the next fiscal year. ~ *Graham Moore, P.E., Executive Director*

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Background/Information

Items H.2 through H.7 deal with renewals of consultant contracts for various services in the next fiscal year. The Executive Director sent out review forms to the Board for the following consultants:

- Hydrogeological Services (RW Harden – Item H.2)
- Public Relations (Concept Development & Planning – Item H.3)
- Legal Counsel (Lloyd Gosselink Rochelle and Townsend – Item H.4)
- Governmental Relations (The Schlueter Group – Item H.5)

The number of reviews by Board members has declined the last few years. Input is needed, specifically if performance is not meeting the standards desired by the Board. There is currently not a policy to issue an RFQ for these services on a periodic basis.

Auditing Services (Armstrong, Vaughan & Associates – Item H.6) and Construction Management Support (J.R. Tolles & Associates – Item H.7) are also included for a new contract for the next year. Reviews for these services were not sent to the Board as the interaction is very limited between the Board and these consultants. The Administrative Committee requested that the Audit Services be added for review in the future.

If their contract renewal is approved, Armstrong, Vaughan & Associates will have provided the audit for the Authority for five years. In keeping with good accounting principles, Staff will issue an RFQ in 2023 for these services so that another consultant can be selected.

**Board Decision(s) Needed:**

- Possible Direction to Staff.

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**H.2** Consider adoption of Resolution 2022-09-28-001 approving Work Order #7 with RW Harden & Associates for general hydrogeological services through September 30, 2023, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with RW Harden & Associates for hydrogeological services for the Authority in September 2021. That contract is set to expire on September 30, 2022 unless a new agreement is executed by the Authority.

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

**RW Harden & Associates - Hydrogeological Consultant**

No. of Reviewers: 3

CRITERIA	RATING														
	Excellent			Satisfactory			Generally Satisfactory			Unsatisfactory			Not Applicable		
Permitting of two new wells within the GCUWCD															
Technical services with GMA-13 activities															
Miscellaneous technical support															
Timeliness and Completeness of Deliverables															
Value															
Others (specify)															
<b>OVERALL PERFORMANCE</b>															

Attachment(s)

- Resolution 2022-09-28-001
- RW Harden Work Order #7 for General Hydrogeological Services.

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Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of a work order with RW Harden & Associates – they did not review the details of the work order.

**Board Decision(s) Needed:**

- Adoption of Resolution 2022-09-28-001 approving a work order with R.W. Harden & Associates, Inc. for hydrogeological services through September 30, 2023.



## ALLIANCE WATER

RESOLUTION NO. 20220928-001

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

**RECITALS:**

1. The Hays Caldwell Public Utility Agency, the predecessor to the Alliance Regional Water Authority (the "Authority"), entered into an agreement with R.W. Harden & Associates, Inc. for hydrogeological consulting services in June 2009. The Agreement was renewed with approval by the Hays Caldwell Public Utility Agency Board in each September from 2010 through 2016 and was renewed by the Authority's Board in each September from 2017 through 2021.

2. The Authority is in need of continued hydrogeological consulting services for Fiscal Year 2022-23.

3. The Authority Administrative Committee, at its meeting on September 21, 2022, recommended that the Authority enter into a work order with R.W. Harden & Associates, Inc. for a one-year period from October 1, 2022 through September 30, 2023 pursuant to the terms of the master agreement between the Authority and RW Harden & Associates, Inc.

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

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

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

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors

**Work Order No. 007**

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

Work Site: <u>Caldwell and Gonzales counties</u>
Work to Be Performed: <u>Professional Services associated with development of groundwater supplies, as noted in the attached scope of services, Exhibit A.</u>
Date to Commence: <u>October 1, 2022</u>
Date to Complete: <u>September 30, 2023.</u>
Cost Proposal to be: <u>Based on Hourly Rate Not-to-Exceed \$30,000</u>
Other Information/Requirements: <u>None.</u>

**Acceptance:**

Alliance Regional Water Authority

R.W. Harden & Associates, Inc.

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

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

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

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



## EXHIBIT A

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

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

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

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

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

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

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.3** Consider adoption of Resolution 2022-09-28-002 approving an agreement for public relations services with Concept Development & Planning, LLC through September 30, 2023, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with Concept Development & Planning, LLC (CD&P) for public relations services for the Authority in September 2021. That contract is set to expire on September 30, 2022 unless a new agreement is executed by the Authority.

Attached is a draft work order with CD&P. The terms are the same as the original agreement. The Board of Directors and Executive Director were afforded the opportunity to review CD&P's work in accordance with the Consultant Review Policy. Below is a graphic representation of the scores for the various categories.

**CD&P, LLC - Public Relations**

No. of Reviewers: 5

CRITERIA	RATING									
	Excellent		Satisfactory		Generally Satisfactory		Unsatisfactory		Not Applicable	
Development of Messaging & Materials for the Authority										
Maintenance of Website Content										
Social Media Outreach										
Media Relations (i.e. press releases)										
Support at Public Meetings										
Timeliness and Completeness of Deliverables										
Value										
Others (specify)										
<b>OVERALL PERFORMANCE</b>										

Attachment(s)

- Resolution 2022-09-28-002
- CD&P Agreement for Public Relations Services.

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of an agreement with CD&P – they did not review the details of the work order.

**Board Decision(s) Needed:**

- Adoption of Resolution 2022-09-28-002 approving an agreement with CD&P for public relations services through September 30, 2023.



## ALLIANCE WATER

### RESOLUTION NO. 20220928-002

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE RENEWAL OF AN AGREEMENT WITH CONCEPT DEVELOPMENT AND PLANNING, INC. FOR PUBLIC RELATIONS SERVICES, AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority"), entered into an agreement with Concept Development & Planning, Inc. ("CD&P") for public relations services in June 2020 after conducting a request for proposals. A new agreement was entered into for public relations services in September 2021.
2. The Authority is in need of continued public relations services for Fiscal Year 2022-23.
3. The Authority's Administrative Committee, at its meeting on September 21, 2022, recommended that the Authority renew an agreement with CD&P for a one-year period from October 1, 2022 through September 30, 2023.

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

**SECTION 1.** The attached agreement between the Authority and CD&P is approved.

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

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors



## PUBLIC RELATIONS CONSULTING SERVICES AGREEMENT

This Public Relations Consulting Services Agreement ("Agreement") between Concept Development & Planning, LLC, a limited liability company organized and existing under the laws of the State of Texas, (hereinafter "Firm"), with its principal place of business at 2233 W North Loop, Austin, TX 78756, and Alliance Regional Water Authority, a political subdivision of the State of Texas (hereinafter "Client")(collectively, "Parties" and, individually, "Party" depending upon the context), sets forth the terms and conditions pursuant to which Firm will provide Client with certain services.

Alliance Regional Water Authority (Client) hereby requests and authorizes Concept Development & Planning, LLP (CD&P) (Firm) to perform the following services:

### SCOPE

Firm agrees to provide Client with public relations services designed to raise awareness and profile among stakeholders (the "Services"). The Firm will coordinate regularly with the Client to identify areas of focus, define specific deliverables, share status updates, and budget updates.

### COMPENSATION

Compensation to be on an hourly fee and material (expense) basis with a Not-to-Exceed Fee of \$60,000 for the third term.

#### Hourly Rates through September 30, 2023

Position	Rate
Project Manager	\$175
Principal/Director	\$200
Engagement Manager	\$130
Creative Director	\$150
Specialist	\$125
Coordinator	\$75

\*Firm reserves the right to negotiate rates with future extensions this Agreement.



## AGREEMENT PROVISIONS

Services covered by this Agreement shall be performed in accordance with the following provisions.

### **Authorization to Proceed**

Signing this form shall be construed as authorization by Client for Firm to proceed with the work.

### **Term**

This Agreement will have an initial term commencing as of the date of the last Party's execution and ending on September 30, 2023 unless terminated earlier as set out herein. The Client reserves the right to extend this Agreement, by mutual agreement of both parties.

### **Modifications**

The Agreement can be modified or amended only by a writing signed by both parties.

### **Additional Services**

Services that exceed those specified in Scope will be provided by Firm if authorized in writing by Client. Additional services will be paid for by Client as negotiated.

### **Quality Standards**

The Firm warrants and represents that all services to be provided under the Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

### **Payment to Firm**

Invoices will be submitted no more frequently than monthly by Firm for all work performed under the terms of the agreement, together with appropriate supporting documentation. Invoices will be submitted on or around the first of the month due net 30 days.

Any expense of \$150 or greater must be authorized in advance by the Client in order to guarantee reimbursement. The Firm shall pass through all Subcontract and other authorized expenses at actual cost without markup. Incidental expenses such as tip/gratuities and liquor/alcohol shall not be reimbursed by Client.

Should Client provide a tax exemption certificate, Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.



### **Access to Records**

Firm agrees that the Client shall have access to directly pertinent project files and documents that Firm creates or receives during its performance of the Services (to be provided electronically) upon request by the Client. Firm controls, owns and will maintain electronic copies of all these project files and associated documents for one year after the expiration of this Agreement, after which Firm may destroy these project files and documents.

### **Confidentiality**

In order to provide services, the Firm and Client may require access to confidential information of each Party and/or its licensors (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which parties or its licensors consider confidential) (collectively, "Confidential Information"). Firm and Client acknowledge and agree that the Confidential Information is the valuable property of the Party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure either Party and/or its licensors. The Firm and Client (including its employees, subcontractors, agents, or representatives) agree that they will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other Party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided either Party promptly notifies the other Party before disclosing such information so as to permit reasonable time to seek an appropriate protective order or objection with the Attorney General of Texas. The Firm and Client agree to use protective measures no less stringent than used within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

### **Insurance**

The Firm will carry insurance in the types and amounts attached hereto for the duration of the Agreement, including extension options and hold over periods.

### **Limitation of Liability**

Firm's liability to the Client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

### **Termination**

Either Client or Firm may terminate this Agreement by giving 30 days' written notice to the other Party. In such event Client shall forthwith pay Firm in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.





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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.4** Consider adoption of Resolution 2022-09-28-003 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C., as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. (LG) for general counsel legal services in September 2021. That contract is set to expire on September 30, 2022 unless a new agreement is executed by the Authority.

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

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

**Lloyd Gosselink - General Legal Counsel**

No. of Reviewers: 5

CRITERIA	RATING									
	Excellent		Satisfactory		Generally Satisfactory		Unsatisfactory		Not Applicable	
Routine legal services required for operation										
Develop agreements as appropriate for projects										
Prepare/review engineering services and construction contract documents										
Services related to the Open Meetings and Public Information Acts										
Attend meetings and provide general advice										
Advise Alliance Water on legal and policy issues and course(s) of										
Timeliness and Completeness of Deliverables										
Value										
Others (specify)										
<b>OVERALL PERFORMANCE</b>										

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

**BOARD MEMBER PACKETS**  
Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Attachment(s)

- Resolution 2022-09-28-003
- Lloyd Gosselink Agreement

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of the agreement with Lloyd Gosselink – they did not review the details of the work order.

**Board Decision(s) Needed:**

- Adoption of Resolution 2022-09-28-003 approving an agreement with Lloyd Gosselink for general counsel legal services through September 30, 2023 as recommended by the Administrative Committee.



## ALLIANCE WATER

### RESOLUTION NO. 20220928-003

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

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority"), entered into an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. ("Lloyd Gosselink") for general counsel legal services in November 2019 after conducting a request for proposals. The Agreement was renewed with approval by the Authority's Board in September 2020 and September 2021.

2. The Authority is in need of continued general counsel legal services for Fiscal Year 2022-23.

3. The Authority's Administrative Committee, at its meeting on September 21, 2022, recommended that the Authority renew an agreement with Lloyd Gosselink for a one-year period from October 1, 2022 through September 30, 2023.

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

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

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

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors

Mr. Gershon's Direct Line: (512) 322-5872  
Email: mgershon@lglawfirm.com

September 29, 2022

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

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

Dear Mr. Moore:

We appreciate the confidence you have shown in us by recently extending our firm's engagement to provide general counsel legal services beginning in the new fiscal year, on October 1, 2022. The purpose of this letter is to set forth our understanding of the legal services to be performed by us. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will provide general counsel legal services (the "Services") to Alliance Regional Water Authority ("Alliance Water"). Furthermore, this letter is our notice to you regarding our acceptance of this engagement for the Services.

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

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

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

Our acceptance of this engagement for the Services is effective October 1, 2022.

### **Terms of Engagement**

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

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

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

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

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

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, **although we will make every effort to manage fees and costs by working efficiently and cost effectively and in coordination with the Client.** My time is billed at the rate of \$350 per hour. With your approval, other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual.

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

### **Conflicts of Interest**

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

### **Cloud-Based Software**

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

### **Document Retention**

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

### **Conclusion**

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

Thank you.

Sincerely,

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

Michael A. Gershon

AGREED AND ACCEPTED:

ALLIANCE REGIONAL WATER AUTHORITY

By: \_\_\_\_\_  
Graham Moore, P.E., Executive Director

\_\_\_\_\_  
Date



### ***Additional Terms of Engagement***

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

### **The Scope of the Representation**

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

### **Who Will Provide the Legal Services**

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

### **Communication and Confidentiality**

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

### **Disclaimer**

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

### **Termination**

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

### **Document Retention**

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

### **Charges for Expenses and Services**

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

### **Standards of Professionalism and Attorney Complaint Information**

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.5** Consider adoption of Resolution 2022-09-28-004 approving an agreement for governmental relations services with The Schlueter Group, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with The Schlueter Group for governmental relations services in December 2021. That contract is set to expire on September 30, 2022 unless a new agreement is executed by the Authority.

Attached is the draft agreement with The Schlueter Group.

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

**The Schlueter Group - Governmental Affairs**

No. of Reviewers: 4

CRITERIA	RATING														
	Excellent			Satisfactory			Generally Satisfactory			Unsatisfactory			Not Applicable		
Assist in formulating a legislative plan for the interim 2022 Legislative Session															
Interact with Legislature and others to promote Alliance’s interests															
Assist in presenting Alliance Water’s positions on legislation, including meeting facilitation															
Periodic updates to the Alliance Water Board															
Monitor Legislature activities that may affect Alliance Water															
Timeliness and Completeness of Deliverables															
Value															
Others (specify)															
<b>OVERALL PERFORMANCE</b>															

Attachment(s)

- Resolution 2022-09-28-004
- The Schlueter Group Agreement

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

**BOARD MEMBER PACKETS**  
Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of the agreement with The Schlueter Group – they did not review the details of the work order.

**Board Decision(s) Needed:**

- Adoption of Resolution 2022-09-28-004 approving an agreement with The Schlueter Group for governmental relations services through September 30, 2023 as recommended by the Administrative Committee.



## ALLIANCE WATER

### RESOLUTION NO. 202209028-004

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN AGREEMENT BETWEEN THE AUTHORITY AND THE SCHLUETER GROUP FOR GOVERNMENT RELATIONS SERVICES AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (the "Alliance Water") issued RFQ No. 2021-001 in September 2021 for Government Relations Consulting Services. The Alliance Water Board of Directors (the "Board") entered into an agreement with the Schlueter Group for government relations services beginning January 1, 2022 and extending until September 30, 2022.
2. Alliance Water is in need of governmental relations services for FY 2022-23 as the Texas Legislature will return to session.
3. The Authority's Administrative Committee, at its meeting on September 21, 2022, recommended that the Authority renew an agreement with The Schlueter Group for a one-year period from October 1, 2022 through September 30, 2023.

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

**SECTION 1.** The attached agreement between the Authority and The Schlueter Group is approved.

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

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors

## **THE SCHLUETER GROUP**

### **Professional Services Agreement**

THIS AGREEMENT is made and entered into effective as of the 1st day of October 2022, by and between THE SCHLUETER GROUP (hereinafter referred to as “TSG”), and the Alliance Regional Water Authority (hereinafter referred to as “Client”).

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

#### **TERM**

1.1. The respective duties and obligations of the parties hereto shall be for a period of 12 months commencing on October 1, 2022 and terminate on September 30, 2023.

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

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

#### **SCOPE OF SERVICES**

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

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

#### **COMPENSATION**

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

#### **LIMITATIONS ON TSG**

4.1. TSG will not represent any other person or firm with interests that conflict with those of the Client without the prior written consent of the Client.

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

## **ASSIGNMENT**

5.1. TSG may assign this contract only upon the approval by the Client's Board of Directors.

## **MISCELLANEOUS**

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

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

### To the Client:

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

### To TSG:

Scott Miller  
The Schlueter Group  
1122 Colorado, Suite 200  
Austin, Texas 78701  
Phone: 631/327-2775  
Email: [scott@schluetergroup.com](mailto:scott@schluetergroup.com)

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

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



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

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

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

## **INTELLECTUAL PROPERTY**

7.1. All copyrightable works of whatever nature authored or co-authored by TSG in the course of the services rendered under this agreement shall be considered as works made for hire the benefit of Client under U.S. Copyright Laws, and any copyrights therein shall be the sole and exclusive property of the Client and its successors and assigns in the U.S. and throughout the world.

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

Executed in Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**The Schlueter Group.**

By \_\_\_\_\_

Printed Name / Title Scott Miller/Partner

DATE: \_\_\_\_\_

**ALLIANCE REGIONAL WATER AUTHORITY**

By \_\_\_\_\_

Printed Name / Title \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT A

### The Schlueter Group

#### Scope of Services and Projects

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

1. Assist the Board in formulating a plan for a period leading up to the 2023 (88<sup>th</sup>) State Legislative Session and implementing such plan during the 2023 Legislative Session.
2. Interact with the Legislature (including individual legislators, legislative leaders, and committees) and the Governor to promote the interests of the Client. Provide periodic updates to the Client of legislation that affects the business interests of the Client.
3. Interact with lobbyists and representatives of other interests to promote the interests of the Client.
4. Assist the Client in presenting the Client's positions on legislation; facilitate meetings of Client representatives with legislators and presentation of testimony at legislative hearings.
5. Assist the Client in reviewing and drafting bill language to promote the Client's interests.
6. Monitor activities in the Legislature that may affect the Client, to include a system for tracking bills of interest to the Client on an ongoing basis while the Legislature is in session and providing periodic bill tracking reports to Client.
7. Identify opportunities for financial assistance for the Client's Projects that relate to legislation and State budgeting process.
8. Convey information to the Client in a timely manner; present briefings periodically to the Client Board and Technical Committee.

## **EXHIBIT B**

### **The Schlueter Group**

#### Compensation

As compensation for services rendered under this Agreement, TSG shall be paid by Client \$5,000 for each month of the term of this Agreement. This fee is inclusive of all expenses that TSG may incur. Client agrees to pay all invoices within 30 days of receipt of invoice from TSG under the terms of the Agreement. The term of this Agreement begins on October 1, 2022 and lasts through September 30, 2023.

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.6** Consider adoption of Resolution 2022-09-28-005 approving an agreement for audit services with Armstrong, Vaughan and Associates. ~ *Graham Moore, P.E., Executive Director*
- 

Background/Information

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

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

- Armstrong, Vaughan & Associates estimates the fees for the audit to be \$11,250.
- The audit is scheduled to be completed by the end of January 2023 and presented to the Board of Directors no later than the end of February 2023.
- This agreement is only for FY 2021-22.

Executive Director Recommendation

- The Executive Director recommends approval of the agreement.

Attachment(s)

- Resolution 2022-09-28-005
- AVA Engagement Letter

**Board decision needed:**

- Adoption of Resolution 2022-09-28-005 approving an engagement letter with Armstrong, Vaughan & Associates, P.C. for preparing the Authority's FY 2021-22 financial audit.



## ALLIANCE WATER

### RESOLUTION NO. 20220928-005

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN ENGAGEMENT LETTER BETWEEN THE AUTHORITY AND ARMSTRONG, VAUGHAN & ASSOCIATES, P.C. FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR 2021-22 AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE**

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority") desires to engage a qualified firm to perform a financial audit for the Authority for fiscal year 2021-22.
2. The Authority issued a Request for Proposals for Auditing Services in July 2018 which contemplated using the same auditing firm for several years. As a result of the RFP, in November 2018 the Authority entered into an agreement with Armstrong, Vaughan & Associates, P.C. for auditing services for FY 17-18.
3. In June 2019, June 2020 and July 2021 the Board entered into an agreement with Armstrong, Vaughan & Associates, P.C. for auditing services for FY 18-19, FY 19-20, and FY 20-21 respectively.
4. The Authority requires auditing services for FY 2021-22.

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

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

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors



# Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

June 27, 2022

Alliance Regional Water Authority

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

You have requested that we audit the financial statements of the Alliance Regional Water Authority, as of September 30, 2022, and for the year then ended and the related notes to the financial statements, which collectively comprise Alliance Regional Water Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Schedule of Changes in Net Pension Liability
4. Schedule of Contributions to Pension

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

1. TCEQ Required Schedules

### **Audit of the Financial Statements**

We will conduct our audits in accordance GAAS. As part of an audit of financial statements in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

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

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Authority's basic financial statements. Our report will be addressed to the Authority Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.



## Management Responsibilities

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

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding

- assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
  20. For the accuracy and completeness of all information provided;
  21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
  22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

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

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

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

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

### **Nonattest Services**

With respect to any nonattest services we perform:

1. Financial statement preparation
2. Assistance with depreciation schedule
3. Assistance with adjusting entries (if any)

We will not assume management responsibilities on behalf of the Authority. However, we will provide advice and recommendations to assist management of the Authority in performing its responsibilities.

The Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the previously outlined. Our firm, in its sole professional

judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

## **Other**

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

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

Our fee for the audit will not exceed \$11,250. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

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

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Armstrong, Vaughan & Associates, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Armstrong, Vaughan & Associates, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

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

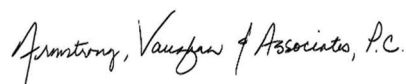
- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues,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

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

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

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

Respectfully,



Armstrong, Vaughan & Associates, P.C.

RESPONSE:

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

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

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

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.7** Consider adoption of Resolution 2022-09-28-006 approving Work Order #4 with J.R. Tolles and Associates, LLC for construction management support for the Phase 1B projects. ~ *Graham Moore, P.E., Executive Director*
- 

Background/Information

The Authority Board signed Work Order #3 with J.R. Tolles and Associates, LLC in September 2021. That contract is set to expire on September 30, 2022 unless a new agreement is executed by the Authority.

Attached is the draft agreement with J.R. Tolles and Associates, LLC for the next year. The scope of services are generally the same as the previous agreement. The maximum not-to-exceed for the contract over the next year would be \$265,000 and in accordance with the terms and conditions of the master agreement.

A consultant review was not provided for JR Tolles and Associates because he has no direct contact with the Board.

Executive Director Recommendation

- The Executive Director recommends approval of the agreement.

Attachment(s)

- Resolution 2022-09-28-006
- Work Order #4 with J.R. Tolles and Associates, Inc.

**Board Decision(s) Needed:**

- Adoption of Resolution 2022-09-28-006 approving Work Order #4 with J.R. Tolles and Associates, LLC for construction management support for the Phase 1B projects.



## ALLIANCE WATER

### RESOLUTION NO. 20220928-006

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

**RECITALS:**

1. The Alliance Regional Water Authority (the "Authority"), entered into a Master Agreement with J.R. Tolles & Associates, Inc. ("JRTA") in August 2019 for construction management support. The Authority's Board of Directors entered work orders with JRTA in September 2020 and September 2021 for support during FY 2020-21 and FY 2021-22, respectively.

2. The Authority is in need of continued construction management services for the Phase 1B Program for Fiscal Year 2022-23.

3. The scope of services and fee for the attached work order was negotiated by the Executive Director on behalf of the Authority. The work order references terms and conditions in the approved Master Agreement between the Authority and JRTA.

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

**SECTION 1.** The attached Work Order #3 between the Authority and JRTA is approved.

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

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors

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

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## **CONSULTING ENGINEER**

September 19, 2022

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

Re: ARWA Phase 1A and 1B 2022-2023 Proposal

Mr. Moore:

J. R. Tolles and Associates, LLC is pleased to present this proposal to the Alliance Regional Water Authority in response to your request. JRTA is uniquely qualified to provide these services, having been involved in the successful completion of the Phase A Booster Pump Station/pipeline projects as well as the 1B Well Construction Project. JRTA is currently providing construction management consulting service on the 1B Water Treatment Plant, the 1B Booster Pump Station and the 1BSA and 1BSB pipeline projects. JRTA has knowledge of the overall project infrastructure and has working relationships with the Alliance Water Executive Director and staff.

### **FIRM OVERVIEW**

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

In 2017, JRTA began providing construction management and observation services to the Alliance Regional Water Authority (Alliance Water) under the LNV Engineers master contract, on the Phase 1A project. In 2019 Alliance Water entered into a Construction Management Support Master Agreement with JRTA to provide services under an annual work order engagement.

### **POINT OF CONTACT**

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

Mr. Tolles will provide Owner Representative for Alliance Water as requested by Alliance Water staff.

#### **AVAILABILITY**

Mr. Tolles will be available to provide the necessary time and resources to meet the needs of Alliance Water its Owner Representation efforts. Mr. Tolles will assist the Executive Director and staff full time on the Phase 1B projects.

#### **QUALIFICATIONS AND EXPERTISE**

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

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

#### **EXPERIENCE**

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

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

During 2018-2020 2019 Mr. Tolles provided construction management and observation services to Alliance Water on the Phase 1A Booster Pump Station and Segment B pipeline projects. During 2021 Mr. Tolles provided Owner Representative services on the Phase 1B Well 6-9 Construction project.

#### **PROJECT APPROACH**

##### **Phase 1B**

Mr. Tolles will continue to provide constructability reviews as requested for the Phase 1B projects as well as provide Construction Management Support services on the Phase 1B construction projects as assigned.

Mr. Tolles will review proposed Phase B pipeline contract documents and provide comments to Alliance Water staff for each phase of design as requested.



September 19, 2022

Mr. Tolles will review Shop Drawings, RFI's, Change Proposals and other communications for the Water Treatment Plant, Booster Pump Station and Pipeline projects and provide comments to Alliance Water staff.

During construction Mr. Tolles will make periodic site visits to the ongoing construction projects, communicate with the CMI team and report observations to Alliance Water staff. Mr. Tolles will attend pre-proposal meetings, progress meetings and other meetings as requested. Mr. Tolles will provide photographs and videos as requested.

**INSURANCE**

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

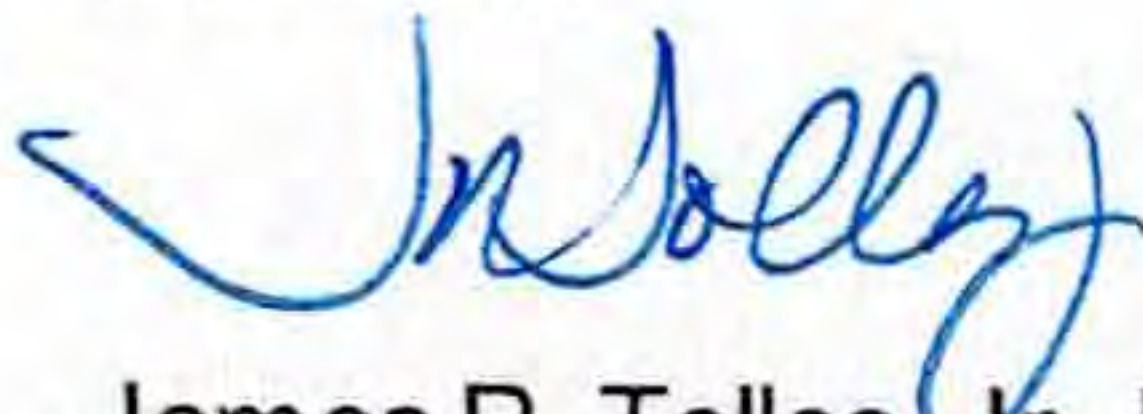
**COMPENSATION**

Compensation for the services outlined above will be based on an hourly rate of \$125.00 plus project related reimbursable expenses, including mileage at the current IRS rate (\$0.625/mile as of August 2022). Normal working hours are Monday through Friday for a nine-hour work day. Any necessary and requested services provided after normal working hours, Saturdays, Sundays and legal holidays will be billed at 1.5 times the billing rate. The total not-to-exceed amount for this work order is \$265,000 through September 30, 2023. Invoices will be submitted monthly to the Executive Director with time spent on the Phase 1B projects.

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

Feel free to call with any questions.

Sincerely,



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

**Accepted:**

\_\_\_\_\_  
Graham Moore  
Alliance Water, Executive Director

\_\_\_\_\_  
Date

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.8** 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 Committee on recent construction activities associated with the Phase 1B program.

Attachment(s)

- Phase 1B Construction Update – September 28, 2022

**Board Decision(s) Needed:**

- None.



# PHASE 1B CONSTRUCTION UPDATE

## BOARD OF DIRECTORS MEETING

CMI Progress

September 28, 2022

Water Resources | Transportation | Land Development | Surveying | Environmental

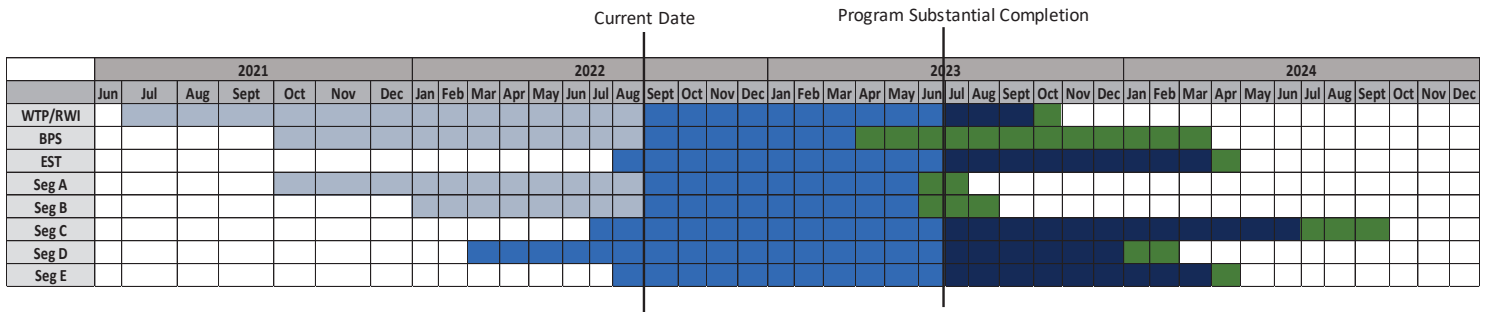


### PROGRAM CONTRACT VALUES



PROJECT	CURRENT CONTRACT VALUE	BILLED TO DATE	REMAINING	% COMPLETE
WTP/RWI	\$ 55,002,687.00	\$22,731,498.64	\$32,271,188.36	41.33%
BPS	\$19,706,258.71	\$8,894,176.86	\$10,812,081.85	45.13%
EST	\$0.00	\$0.00	\$0.00	0.00%
Seg A	\$49,471,384.71	\$21,910,697.77	\$27,560,686.94	44.29%
Seg B	\$37,629,104.42	\$7,946,283.21	\$29,682,821.21	21.12%
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

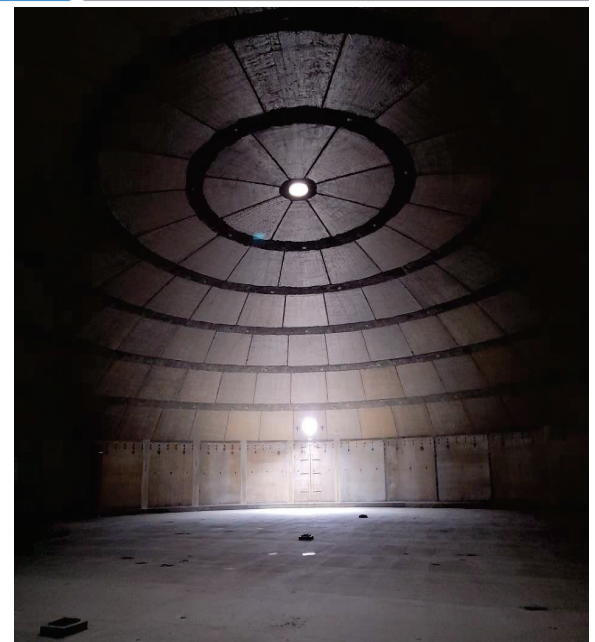


Project	Notice to Proceed	Contract Dates			Program Sub Completion Status (June 2023)
		Original Sub Completion	Current Sub Completion	Final Completion	
WTP/RWI	7/16/2021	7/16/2023	9/3/2023	11/2/2023	Behind 9 wks
BPS	10/25/2021	3/19/2023		3/18/2024	On Time
Seg A	11/16/2021	6/9/2023		10/7/2023	On Time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

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

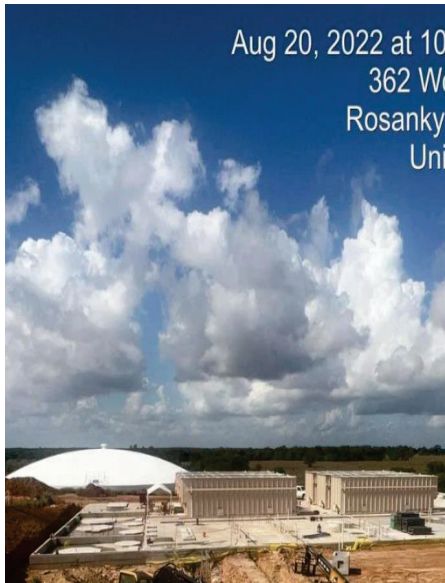
### Construction Status

- Archer Western placed the six filter units onto the housekeeping pads and worked on the installation of the electrical ductbanks entering the electrical room of the Filter Complex.
- Archer Western began the installation of the concrete formwork for the walls at the Rapid Mix Basin.
- Archer Western continued the installation of the raw waterlines for sections WL-C and WL-A.
- Archer Western completed the concrete encasement of the pump cans, and the backfill of the high service pump station. The pump suction piping was installed at each pump can.
- DN Tanks completed construction of the Clearwell and Raw Water tanks
- The final application of Tamscoat was applied to the Clearwell exterior, along with the installation of the tank appurtenances.
- DN Tanks filled the relief holes in the bottom of the Clearwell.
- Archer Western intends to begin filling the Clearwell from the ARWA test well though a 2" HDPE line.



Raw Water Tank Clearwell Ladder

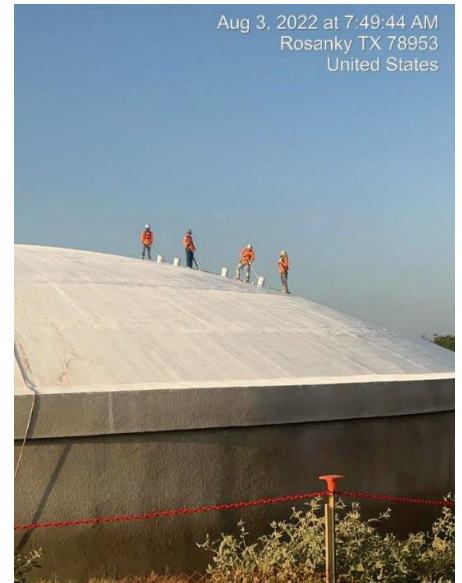
# WTP/WRI - PROGRESS PHOTOS



WTP – Filter Units Set at Filter Complex



WTP – Electrical Conduits Entering Filter Complex



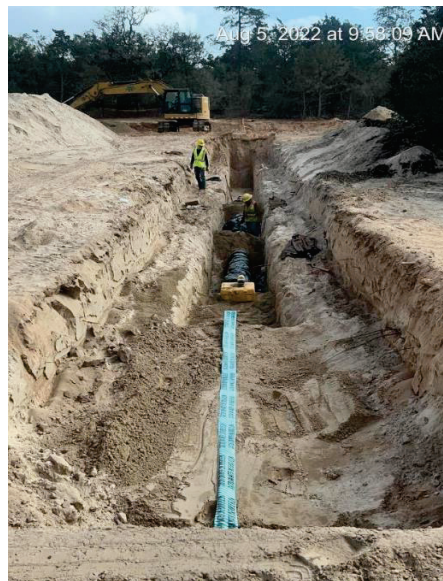
WTP – Clearwell Tamscoat Application

5

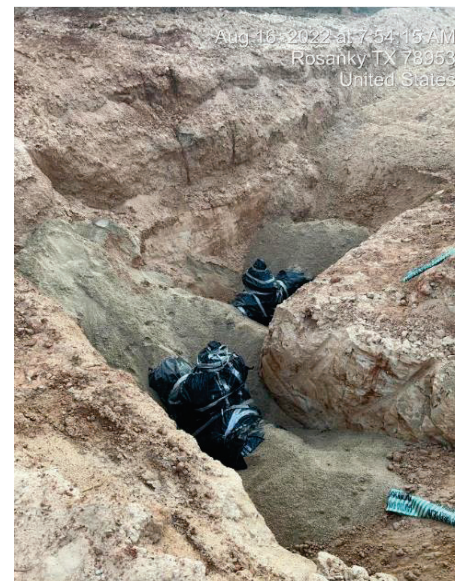
# WTP/WRI - PROGRESS PHOTOS



WTP – Casing & Fiber Conduits on Raw Waterline WL-A at STA-23+80



WTP – Raw Waterline WL-A near STA 21+20



WTP – 16" & 12" Gate Valves at Intersection of WL-A & WL-C

6

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

### Next Month - Projected Construction Activities

- Continue construction of the Rapid Mix Basin
- Complete installation of WL-A and WL-C
- Begin installation of 36" raw waterline yard piping to Raw Water tanks
- Continue construction of the Lime System foundation
- Continue construction of the CO2 system foundation
- Continue installation of the HSPS suction piping and valves
- Continue installation of site electrical and fiber ductbanks
- Begin installation of the masonry walls at the Filter Complex
- Install Plate Settler Equipment
- Begin electrical building excavation and underground electrical installation



Filter Installation

## Booster Pump Station (MWH / Friese and Nichols)

### Construction Status

- MWH did not perform work at the pump station this period, awaiting steel piping deliveries for the installation of the suction and discharge headers.
- MWH continued the installation of the Segment B1 42" DIP, to approximately STA 3+43. Cathodic jumpers installed at the bell joints.
- MWH began the installation of the 42" Segment C pipeline, beginning at approximately STA 0+80 and continuing to the 42"x24" Tee at STA 12+24. Cathodic protection jumpers were installed at all bell joints.
- Preload continued with the wire winding and shotcrete on the exterior of the GST.
- The interior shoring for the dome roof was removed this period.
- Preload coordinated with MWH and Alterman, to provide shotcrete pilasters for anchoring of the lightning protection system conduits
- Alterman continued the rough-in of the electrical conduits for the transformer pad, generator pad and the electrical building.
- Alterman began the installation of ductbanks that exit the electrical building
- MWH placed the crushed limestone base underneath the electrical building of the electrical conduits.
- No work was performed at the detention pond this period, pending direction from the engineer with regards to the ongoing drainage easement issue.

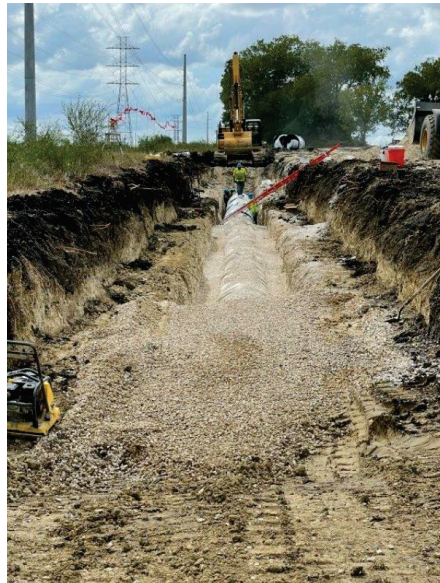


BPS – GST

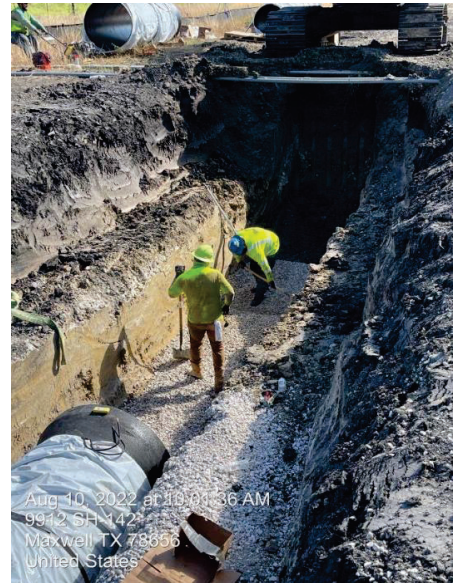
# BPS- PROGRESS PHOTOS



BPS – 42" DI Seg B1 near STA 6+00



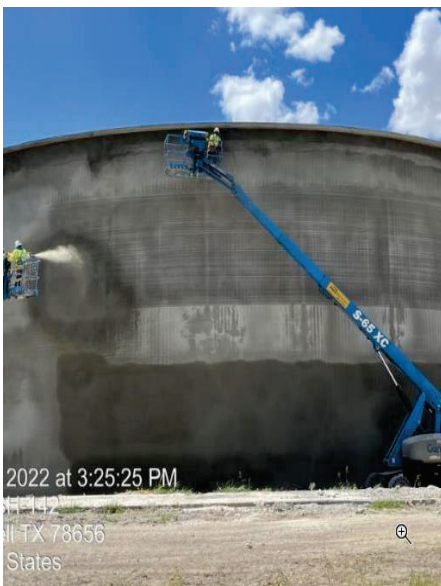
BPS – Seg B1 42" DIP near STA 3+40



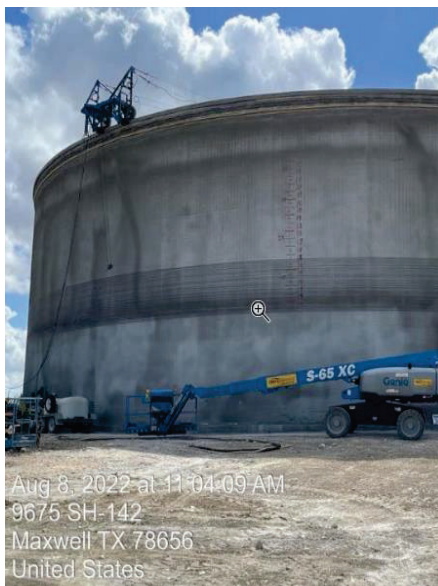
BPS – 42" DI Seg C near STA 1+25

9

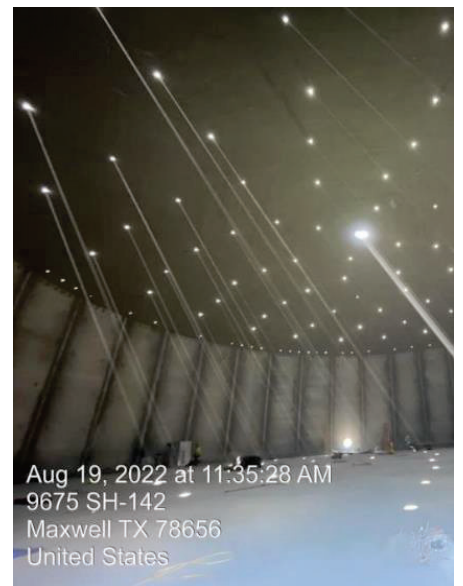
# BPS- PROGRESS PHOTOS



BPS – Exterior Shotcrete of GST



BPS – Exterior Wire Winding of GST



BPS – GST Dome Shoring Removed

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# 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 C installation
- Continue wire winding and shotcrete on the exterior of the GST
- Begin installation of Segment D pipeline
- Install the suction and discharge headers at the pump station.

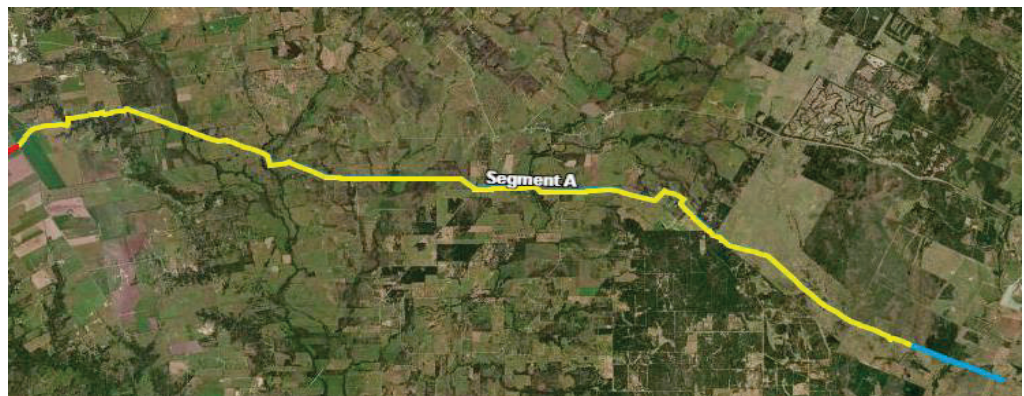


Northeast View of GST

# Segment A (Garney Construction / LAN)

## Construction Status

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



Activity	Status
ROW Cleared	100%
Pipe Delivered	98%
Minor Tunnels Completed	56% (9 of 16)
Pipe Installed	9%
Major Crossing (Plum Creek)	Receiving pit under construction



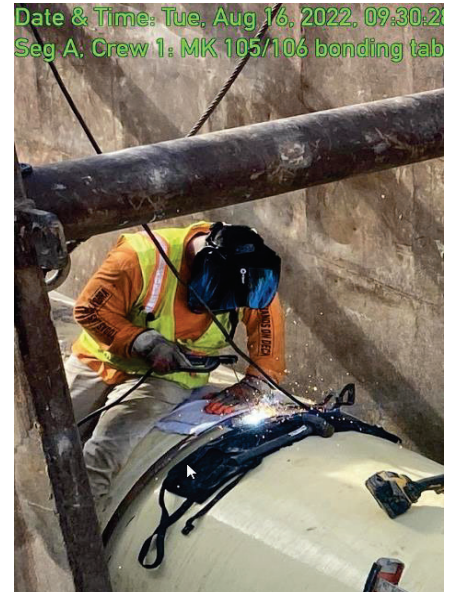
# SEGMENT A - PROGRESS PHOTOS



Seg A – Bore #3 Bore Excavation



Seg A – Bore #3 Downstream Side



Seg A – MK 105/106 Welding Bonding Clips

13

## Segment A (Garney Construction / LAN)

### Next Month - Projected Construction Activities

- Tunnels
  - Install 3 tunnels to bring total to 12 of 16 (75%)
    1. Bore Location #8 – CR 160
    2. Bore Location #9 – Unnamed Tributary
    3. Bore Location #10 – FM 86
- Major Crossings
  - Finish Plum Creek Receiving Shaft
  - Start Plum Creek Launch Shaft
  - Conduct Pre-Micro tunneling Meeting Onsite before the start of Micro tunneling operations and after the shafts completed
- Pipe Installation
  - Continue installation of 48" pipe from Sandy Fork Creek going East towards Sand Hill road
  - Continue staging embedment material for pipe laying operations
  - Start installation at Fox lane for second pipe heading on Segment A

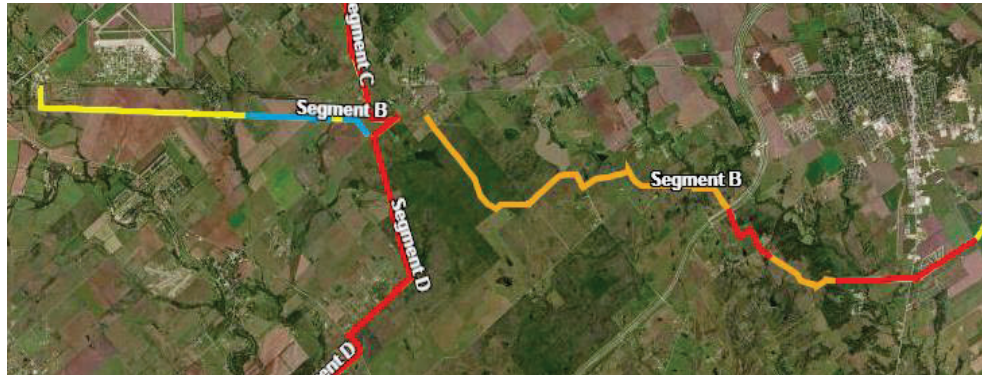


Seg A – STA 43+00

# Segment B (Garney Construction / K Friese)

### Construction Status

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

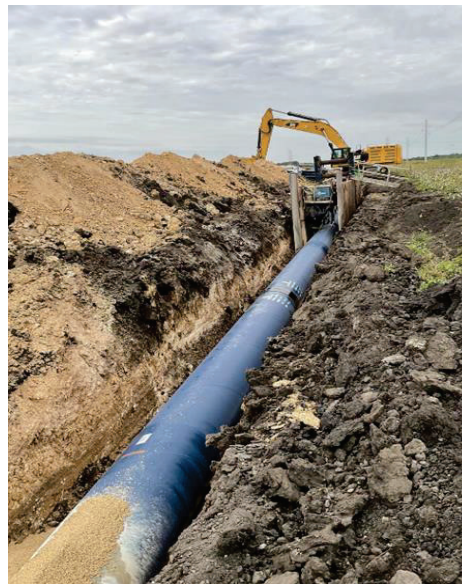


Activity	Status
ROW Cleared	78%
Pipe Delivered	34%
Minor Tunnels Completed	48% (10 of 21)
Pipe Installed	11%
Major Crossing (TX 130)	Submittal process underway

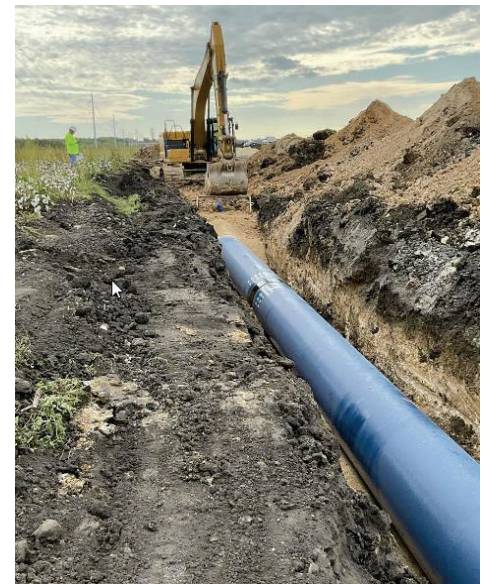
## SEGMENT B - PROGRESS PHOTOS



Seg B – 36-Inch Shrink Sleeve Placement



Seg B – 36-Inch Pipe Installed

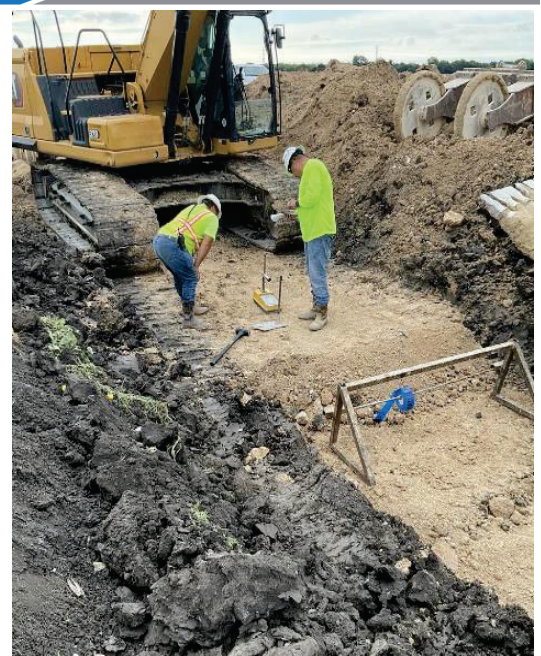


Seg B – Native Backfill Compaction

# 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 #5 on B1 – State Park Road
    - Bore Location # 11 on B1 – CR109
    - Bore Location #12 on B1 – Dry Branch
- Major Crossings
  - TX-130 Pre-construction meeting
- Pipe Installation
  - Continue 36” Pipe Installation on B2 laying West from Church Street towards 1984.
  - Continue delivery of B1 pipe and staging embedment material.
  - Continue delivery of B2 embedment material.



Seg B – Density Test on Native Backfill

# PROGRAM OVERSIGHT RECAP

Project	RFIs		Submittals		Test Reports	
	This Period	To Date	This Period	To Date	This Period	To Date
WTP/RWI	2	56	2	187	43	180
BPS	1	31	3	78	22	89
Seg A	2	32	4	42	37	69
Seg B	6	14	3	44	51	73

**QUESTIONS?**

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.9** 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 – September 28, 2022
- Kimley-Horn Monthly Summary of Activities for August 2022

**Board Decision(s) Needed:**

- None.



# Phase 1B Program Update

Board of Directors Meeting  
September 28, 2022



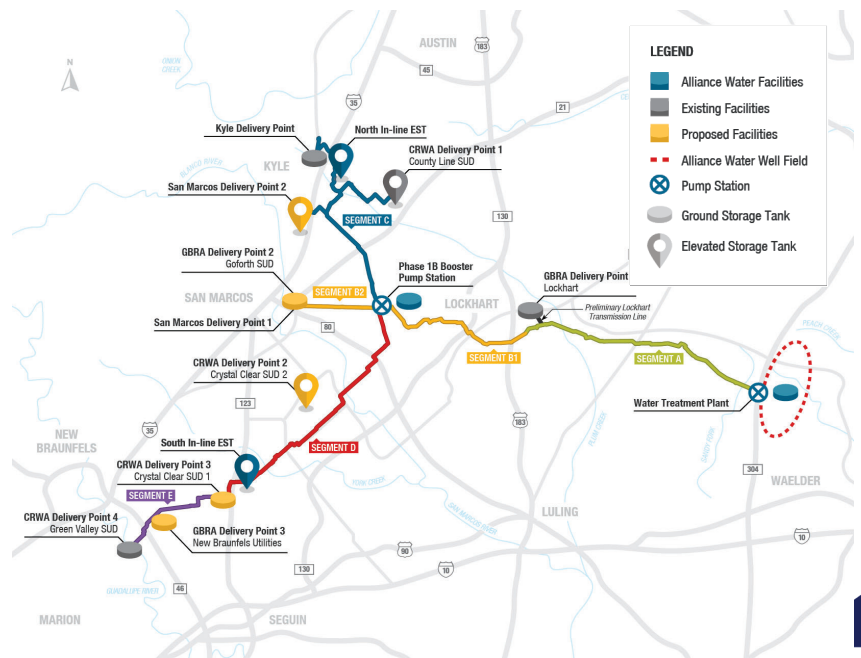
**ALLIANCE WATER**

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

## Ongoing Progress

### ► Design Milestone Status

- Design Submittals
  - Inline Elevated Storage Tank – 90% submittal on September 5<sup>th</sup>
  - Segment E – 100% submittal on September 9<sup>th</sup>
  - Segment C – 100% submittal anticipated in November
- 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 Approved
    - Engineering Feasibility Report Under Review

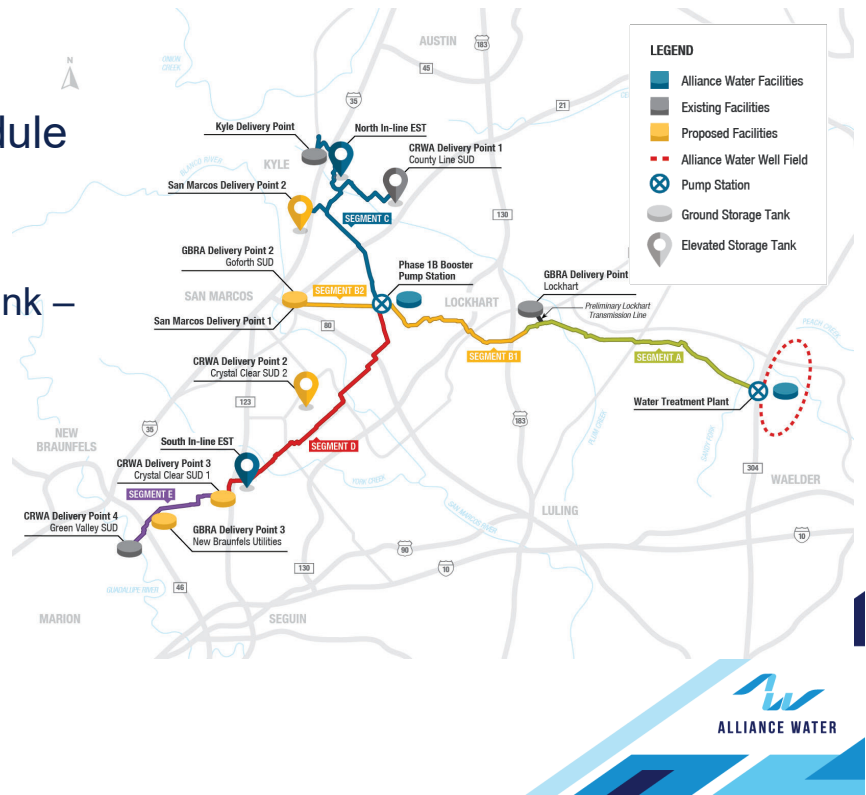


**ALLIANCE WATER**

# Ongoing Progress

## ► Upcoming Procurement Schedule

- Segment E – October
- South Inline Elevated Storage Tank – November



# 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	1	1	56
C	75	5	2	9	16	14	30	45
E	30	0	0	2	2	5	7	23
Well Field	17	0	0	1	1	3	4	13
<b>Total</b>	<b>270</b>						<b>42</b>	<b>228</b>



## COST UPDATES BASED ON AUGUST MILESTONE SUBMITTALS/RESULTS

		ORIGINAL (FEB. 2019)	REVISED	
	Construction Package	ARWA Total Projected Cost	ARWA Total Projected Cost	DIFFERENCE
<b>Submittal (%)</b>	<b>Combined Program Infrastructure</b>			
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
Const.	Pipeline Segment D	\$ 36,300,000	\$ 44,200,000	\$ 7,900,000
90	Pipeline Segment E	\$ 9,500,000	\$ 10,900,000	\$ 1,400,000
	<b>Subtotal</b>	<b>\$141,000,000</b>	<b>\$164,800,000</b>	<b>\$ 23,800,000</b>
	<b>ARWA-Only Infrastructure</b>			
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)
	<b>Subtotal</b>	<b>\$ 99,400,000</b>	<b>\$110,600,000</b>	<b>\$ 11,200,000</b>
	<b>Total</b>	<b>\$240,400,000</b>	<b>\$275,400,000</b>	<b>\$35,000,000</b>
<b>SEPTEMBER 2022 UPDATE</b>			<b>CHANGE FROM AUGUST UPDATE</b>	<b>\$500,000</b>



# 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: Aug 31, 2022  
 Invoice Amount: \$ 143,325.31  
 Project No: 068706605  
 Project Name: ARWA PROGRAM YEAR 5  
 Project Manager: SOWA, RYAN

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

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

Federal Tax Id: 56-0885615

**COST PLUS MAX**

KHA Ref # 068706605.3-22332866

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	9,550.00	1,809.50	1,809.50	0.00
STAKEHOLDER COORDINATION	219,391.00	82,925.59	69,770.82	13,154.77
BUDGETING	91,175.00	26,601.43	23,394.93	3,206.50
SCHEDULE	38,828.00	25,745.50	21,472.00	4,273.50
REPORTING	44,890.00	21,277.51	16,652.51	4,625.00
DATA MANAGEMENT	87,965.00	45,148.05	37,217.18	7,930.87
ENVIRONMENTAL MANAGEMENT	62,796.00	23,797.13	22,115.50	1,681.63
LAND ACQUISITION MANAGEMENT	459,289.00	282,276.73	240,390.73	41,886.00
TWDB MANAGEMENT	70,355.00	40,240.75	35,329.25	4,911.50
DESIGN STANDARDS	41,994.40	7,640.00	3,410.00	4,230.00
ENGINEERING DESIGN MANAGEMENT	209,034.00	115,368.50	93,735.50	21,633.00
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	30,587.47	28,530.47	2,057.00
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	300,483.00	126,774.48	107,645.73	19,128.75
PROJECT ADMINISTRATION	38,165.50	14,016.88	11,597.75	2,419.13
OTHER SERVICES	16,200.00	47.50	47.50	0.00
ENVIRONMENTAL CONSTRUCTION PHASE SERVICES	212,142.00	105,679.74	93,492.07	12,187.67
<b>Subtotal</b>	<b>1,989,091.00</b>	<b>950,211.75</b>	<b>806,886.44</b>	<b>143,325.31</b>
<b>Total COST PLUS MAX</b>				<b>143,325.31</b>

**Total Invoice: \$ 143,325.31**

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

September 22, 2022

## Project Monthly Summary

### August 2022 Tasks Performed:

- Task 2 – Stakeholder Coordination
  - Prepared and presented Commissioning update to the Project Advisory Committee.
  - 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 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
  - 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 ARWA and the Program Environmental Consultant regarding the burial relocation proceedings.
  - 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.

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

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- Continued coordination between Program Environmental Consultant and Segment C Design 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 ARWA, GBRA, and 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
  - *Reviewed Construction Standards given questions arising from construction activities and coordinated with the Program as needed.*
  
- 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**

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- Segment D
      - Continue coordination with Design Consultant during project procurement.
    - 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
  - Continued coordinated with Segment D Design Consultant during the procurement phase.
  - 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.

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

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- Task 18 – Environmental Construction Services
  - Reviewed LOC changes requested by Contractor at Plum Creek (Pipeline Segment A).
  - Continued efforts to complete Migratory Bird nest surveys and associated memos for reporting.
  - Coordinated with the USACE regarding the PCN for the blown bore on Sandy Creek.
  - Attended construction status meetings.

**September 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.
  - Continued updating of web-based GIS for easement acquisition process and alignment changes.

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

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- Task 7 – Environmental Management
  - Review the Segment C EDF prepared by the Program Environmental Consultant.
  - 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.
  - 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, Design Consultants, 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 ARWA, GBRA, and 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:
    - Segment A
      - Continue coordination with Design Consultant for construction phase services.
    - Segment B
      - Continue coordination with Design Consultant for construction phase services.
    - Segment C

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

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- 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 and construction phase services.*
    - 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:
    - Continue coordination with Design Consultant for construction phase services.
  - Inline Elevated Storage Tanks:
    - Continue 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 12 – Quality Assurance
    - *Coordinate with the Land Acquisition team to audit files prior to contract expiration.*
  - 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.
    - Coordinate with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
    - Continue General Coordination with GVEC, BBEC, and LCRA.

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

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- 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 coordination with USACE regarding Sandy Creek and Plum Creek permits.
  - 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)

31.5% 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	55.2%	\$65,078.13	\$54,455.63
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	58.7%	\$234,486.57	\$203,829.07
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$18,999.00	0.0%	\$ -	\$ -
		Subtotal	\$561,919.00	53.3%	\$299,564.70	\$258,284.70

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.10** Update, discussion and possible direction to Staff regarding the Authority’s request to the Texas Water Development Board for additional SWIFT funding. ~ *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	\$360,000	\$825,000
Kyle	\$13.52 MM	\$340,000	\$760,000	\$330,000	\$750,000
San Marcos	\$17.21 MM	\$340,000	\$1,185,000	\$325,000	\$1,175,000
Buda	\$2.44 MM	\$50,000	\$170,000	\$46,000	\$170,000

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>
10/17	County Line SUD Board approves bond resolution and related docs
10/18	CRWA Board, 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
<b>10/31</b>	<b>Alliance Water approves resolution and related docs</b>
11/16 & 11/17	Closing date for Alliance Water bonds

**Board Decision(s) Needed:**

- Possible Direction to Staff.

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.11** Consider adoption of Resolution 2022-09-28-007 approving a construction change order with Garney Companies, Inc. adding portions of pipeline segments B2, C and D into the Phase 1B Segment B Project, as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

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Background/Information

Alliance Water requested a change proposal from Garney Companies on the Segment B Project to construct portions of the B2, C and D pipelines. These pipeline sections were originally planned to be constructed with the Segment D project, however, Segment B2 is needed earlier than Segment D will be completed so that commissioning water can be transmitted from the San Marcos Water Treatment Plant to the Maxwell Booster Pump Station.

The three lines are parallel to each other on the south side of SH-142 and therefore need to be constructed simultaneously to reduce any changes of conflicts between contractors. Below is a graphic of the pipeline segments:



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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

The total cost for the proposed change is \$4,268,704.74. Using the cost share between ARWA and GBRA for the various pipeline segments yields a cost to ARWA of \$3,712,589.70 and \$556,115.04 to GBRA.

As the construction management and inspection team, Pape-Dawson has provided the attached comprehensive analysis of the change order. They along with the design engineers for the Segment B and D pipelines, K Friese and Freese & Nichols, respectively, all recommend that Alliance Water approve the change order.

Due to the magnitude of the change it will require Board action. Therefore we are seeking the Technical Committee's recommendation to the Board to approve the change.

Technical Committee Recommendation(s)

- The Technical Committee unanimously recommended approval of the change order with Garney Companies.

Attachment(s)

- Resolution 2022-09-28-007
- PD Analysis of CP002

**Board Decision(s) Needed:**

- Adoption of Resolution 2022-09-28-007 approving a construction change order with Garney Companies adding portion of Pipeline Segments B2, C and D into the Phase 1B Segment B Project.



## ALLIANCE WATER

### RESOLUTION NO. 20220928-007

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A CONSTRUCTION CHANGE ORDER WITH GARNEY COMPANIES, INC. ADDING PORTIONS OF PIPELINE SEGMENTS B2, C AND D INTO THE PHASE 1B SEGMENT B PROJECT;**

#### **RECITALS:**

1. The Alliance Regional Water Authority (Authority) entered into an Agreement with Garney Companies, Inc. (Garney) for construction of the Phase 1B Segment B Pipeline Project in January 2022.

2. The Authority had portions of Pipeline Segment B2 and Pipeline Segment C designed with the Pipeline Segment D plans as all three pipelines are parallel and adjacent to one another in the same easement. The original intent was to bid this work together and to have it construction along with the remainder of Segment D.

3. As the various projects have progressed, it became clear that the contractor for Segment D would not be mobilized to construct the Pipeline Segment B2 that was to be included with Segment D within the timely needed for testing of portions of the overall system. This pipeline section is needed in order to provide water to the Maxwell Booster Pump Station Ground Storage Tank.

4. In the course of bidding Pipeline Segment D, the Authority Staff directed the engineering team to remove the portions of Pipeline Segments B2, Pipeline Segment C and the portion of Pipeline Segment D that is coincidental to those segments from the Pipeline Segment D bidding set.

5. The Authority requested a change order from Garney to construct the portions of the pipeline segments that were removed from the Pipeline Segment D bid as Garney had the ability to complete the work in a timely manner such that water could be delivered to the Maxwell Booster Pump Station Ground Storage Tank within the timeline needed for testing.

6. The Authority's Staff and Technical Committee, along with the Guadalupe-Blanco River Authority, have reviewed the change proposal prepared by Garney for the work and recommend that the Authority Board of Directors approve the change order.

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

**SECTION 1.** The Authority authorizes the Executive Director to execute a change order with Garney Companies for the construction of portions of Pipeline Segment B2, Pipeline Segment C and Pipeline Segment D in an amount not-to-exceed \$4,268,704.74.

Resolution 20220928-007  
Segment B Change Order with Garney

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors

## MEMO

**TO:** Graham Moore **DATE:** September 7, 2022  
**FROM:** Carl Nooteboom **PROJECT NO.:** 12214-06  
**cc:** Chris Noe, Toby Flinn, Ryan Moloney  
**RE:** Seg B CP0002 – Segment D Pipeline Addition

Graham,

The PD CMI team has completed our analysis of Seg B CP0002 provided by Garney for the work shift from Segment D contract to Segment B. The purpose of the change request is to install the pipeline segments (B, C, & D) downstream of the BPS in conjunction with Garney’s current installation of Segment B. This change will expedite the supply of water to the BPS, B1, and Segment A for testing.

**CP Cost Evaluation Description:**

Due to magnitude of scope, age of Garney’s original Seg B SOV, and volatility in market pricing; the CP value is not based on the unit pricing of the original Seg B SOV. In order to validate the increase in cost we compared the CP unit values to Garney’s original Seg B SOV, Garney’s recent Seg D pricing, and the average pricing of all bidders on Seg D. Below is a table summarizing the difference (% greater than) of these comparisons, a spreadsheet of our analysis is included as an attachment. Based on our study we feel the CP value proposed is reasonable.

**Results Shown on CP Cost Analysis Tab:**

CP Compared to:	% Diff
Seg B SOV	25%
Garney Seg D Bid	17%
Seg D Bid Average	10%

**Final Cost of CP Priced with Two Options with Cost Breakdown per Pipeline Segments:**

	Total Cost	Seg B Costs	Seg C Costs	Seg D Costs
Total Cost W/O Alternate:	\$4,268,704.74	\$1,530,222.22	\$1,094,336.57	\$1,644,145.95
Total Cost W/ Alternate:	\$4,206,204.74	\$1,517,722.22	\$1,069,336.57	\$1,619,145.95

Total cost without alternate includes cost of CP with Garney performing at the tie-ins with their crews.

Total cost with alternate includes cost of CP with “others” performing the tie-ins. This would assume that Garney would lay the scope of the CP before the tie-ins would be able to be completed and bulk heads would be left in place to protect the pipe ends until tie-ins were performed by others.

**Time Requested:**

Garney is requesting a total of 93 days for this change proposal to complete the entire scope of work. The time extension was negotiated into two parts. 39 days would be added to substantial completion and 54 days would be added to final completion. To meet substantial completion, Garney will need to have the B segment of this CP installed. To meet final completion, Garney will need to have B-D and B-C segments of this CP installed. The time extension was negotiated so that the critical path item (Segment B1 pipe) will be installed to the BPS quicker to allow for water to be available for testing BPS, B1, and Segment A.

**MEMO**

Project

Date

Page 2 of 2

We recommend that the substantial completion dates for B2 (11/17/2022) and B1 (05/15/2023) provided by Garney be maintained and encouraged as part of the contractor's schedule to ensure that these lines and the BPS can receive water from San Marcos prior to when summer water restrictions negatively impact charging the lines and the BPS ground storage tank.

The following items are attached for reference and review per your request:

- Feedback from engineering (K. Friese and Freese & Nichols)
- Cost breakdown per Pipeline Segments C, D, & E
- Map of scope addition
- Cost Comparison
- CP0002B response from Garney
- CP0002 response from Garney
- CP documents designed by FNI.

\*Please navigate pdf document using bookmarks for quick reference to support documentation.

Upon your approval of our analysis, we will proceed with finalizing the Change Proposal and initiate the Change Order for incorporation into the Segment B Contract.

Thank you,



Carl Nooteboom  
Construction Manager



## Carl Nootboom @PD

---

**From:** Rosa Valdez <Rosa.Valdez@freese.com>  
**Sent:** Thursday, August 18, 2022 11:09 AM  
**To:** Carl Nootboom @PD  
**Cc:** Ryan Moloney @PD; Toby Flinn @PD; Tom Owens; Anne Hoskins; Ty Waltz  
**Subject:** RE: ARWA1BSB - CP0002 Seg D to B SOW shift

Carl,

Thank you for the opportunity to provided feedback. We don't have any further questions or comments.

Let us know if we can help with anything else.

**Rosa Valdez, P.E., PMP**  
Freese and Nichols, Inc.  
9601 McAlister Freeway, Suite 1008  
San Antonio, TX 78216  
210-849-6064 cell

---

**From:** Tom Owens <towens@kfriese.com>  
**Sent:** Thursday, August 18, 2022 7:51 AM  
**To:** Carl Nootboom @PD <CNootboom@pape-dawson.com>; Rosa Valdez <Rosa.Valdez@freese.com>  
**Cc:** Ryan Moloney @PD <RMoloney@pape-dawson.com>; Toby Flinn @PD <TFlinn@pape-dawson.com>  
**Subject:** RE: ARWA1BSB - CP0002 Seg D to B SOW shift

This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. Please report all suspicious messages using the Report Message button in Outlook.

Carl,

We have reviewed Garney's price proposal and have no questions or comments.

Tom

**Tom Owens, PE**  
Executive Vice President

P 512.338.1704 C 512.923.2555 F 512.338.1784  
1120 S. Capital of Texas Highway, CityView 2, Suite 100, Austin, Texas 78746

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AUSTIN | HOUSTON | ROUND ROCK | SAN ANTONIO



EXPERTS DRIVEN TO DO MORE FOR TEXAS



BID ITEM #	DESCRIPTION	Updated QUANTITIES	Updated CP UNIT PRICE	Updated CP EXTENSION
1	SWPPP and Controls	1.0	\$30,000.00	\$30,000.00
2	Traffic Control	1.0	\$8,000.00	\$8,000.00
3	Clearing and Grubbing	1.0	\$50,000.00	\$50,000.00
4	42-Inch Water Main D - 150 PSI	2,641.0	\$450.00	\$1,188,450.00
5	42-Inch Carrier Pipe in Casing D - 150 psi	20.0	\$1,300.00	\$26,000.00
6	42-Inch Water Main D-C 150 psi	1,318.0	\$450.00	\$593,100.00
7	42-Inch Carrier Pipe in Casing D-C 150 psi	89.0	\$1,300.00	\$115,700.00
8	36-Inch Water Main D-B - 150 psi	3,129.0	\$330.06	\$1,032,757.74
9	36-Inch Carrier Pipe in Casing D-B - 150 psi	85.0	\$895.00	\$76,075.00
10	60-Inch Steel/Tunnel Liner Plate (By Other Than Open Cut)	109.0	\$1,700.00	\$185,300.00
11	54-Inch Steel Casing/Tunnel Liner Plate (By Other Than Open Cut)	85.0	\$1,500.00	\$127,500.00
12	42-Inch Gate Valve Assembly and Vault	1.0	\$110,000.00	\$110,000.00
13	36-Inch Gate Valve Assembly and Vault	1.0	\$82,000.00	\$82,000.00
14	2-Inch Combination Air Valve Assembly and Vault	1.0	\$20,000.00	\$20,000.00
15	8-Inch Combination Air Valve Assembly and Vault	2.0	\$45,000.00	\$90,000.00
16	8-Inch Drain Valve Assembly and Vault	1.0	\$40,000.00	\$40,000.00
17	Tie-In Connections	5.0	\$25,500.00	\$127,500.00
18	Cathodic Protection - Pipeline Bonding Test Station	3.0	\$1,500.00	\$4,500.00
19	Cathodic Protection - Casing Test Station	8.0	\$1,500.00	\$12,000.00
20	Cathodic Protection - Monitoring Test Station	2.0	\$1,500.00	\$3,000.00
21	Cathodic Protection - Foreign Pipeline Test Station	1.0	\$1,500.00	\$1,500.00
22	Cathodic Protection - Rectifier	1.0	\$75,000.00	\$75,000.00
23	Cathodic Protection - Insulating Flange and Test Station	2.0	\$2,400.00	\$4,800.00
24	15' Wide Concrete Pavement Repair	750.0	\$8.00	\$6,000.00
25	Barbwire Fence Removal/Replacement	382.0	\$4.00	\$1,528.00
26	Metal Pipe Fence Removal/Replacement	200.0	\$5.00	\$1,000.00
27	16' Gate	6.0	\$1,600.00	\$9,600.00
28	Site Restoration (AC)	15.0	\$1,500.00	\$22,500.00
29	Trench Safety Protection	7,088.0	\$1.00	\$7,088.00
30	Temporary Fencing	1,403.0	\$2.00	\$2,806.00
31	Mobilization	1.0	\$215,000.00	\$215,000.00
	<b>ALTERNATE</b>			
32	Tie-In Connections (By Others)	5.0	\$13,000.00	\$65,000.00
				Total Cost W/O Alternate: <b>\$4,268,704.74</b>
				Total Cost W/ Alternate and Removing Item 17 in SOV: <b>\$4,206,204.74</b>

Segment B Costs	Segment C Costs	Segment D Costs
\$10,000.00	\$10,000.00	\$10,000.00
\$2,666.67	\$2,666.67	\$2,666.67
\$22,072.52	\$9,297.40	\$18,630.08
		\$1,188,450.00
		\$26,000.00
	\$593,100.00	
	\$115,700.00	
\$1,032,757.74		
\$76,075.00		
	\$151,300.00	\$34,000.00
\$127,500.00		
		\$110,000.00
\$82,000.00		
		\$20,000.00
\$45,000.00		\$45,000.00
		\$40,000.00
\$25,500.00	\$51,000.00	\$51,000.00
\$3,000.00		\$1,500.00
\$7,500.00	\$3,000.00	\$1,500.00
\$1,500.00		\$1,500.00
		\$1,500.00
	\$75,000.00	
	\$2,400.00	\$2,400.00
\$3,000.00		\$3,000.00
\$520.00	\$504.00	\$504.00
\$500.00		\$500.00
\$4,800.00	\$3,200.00	\$1,600.00
\$9,932.63	\$4,183.83	\$8,383.54
\$3,129.00	\$1,318.00	\$2,641.00
\$1,102.00		\$1,704.00
\$71,666.67	\$71,666.67	\$71,666.67
\$13,000.00	\$26,000.00	\$26,000.00
<b>\$1,530,222.22</b>	<b>\$1,094,336.57</b>	<b>\$1,644,145.95</b>
<b>\$1,517,722.22</b>	<b>\$1,069,336.57</b>	<b>\$1,619,145.95</b>

# Alignment Connecting Segment B to Booster Pump Station



## Seg B CP0002 Cost Analysis

BID ITEM #	DESCRIPTION	Adjusted CP EXTENSION
1	SWPPP and Controls	\$30,000.00
2	Traffic Control	\$8,000.00
3	Clearing and Grubbing	\$50,000.00
4	42-Inch Water Main D - 150 PSI	\$1,188,450.00
5	42-Inch Carrier Pipe in Casing D - 150 psi	\$26,000.00
6	42-Inch Water Main D-C 150 psi	\$593,100.00
7	42-Inch Carrier Pipe in Casing D-C 150 psi	\$115,700.00
8	36-Inch Water Main D-B - 150 psi	\$1,032,757.74
9	36-Inch Carrier Pipe in Casing D-B - 150 psi	\$76,075.00
10	60-Inch Steel/Tunnel Liner Plate (By Other Than Open Cut)	\$185,300.00
11	54-Inch Steel Casing/Tunnel Liner Plate (By Other Than Open Cut)	\$127,500.00
12	42-Inch Gate Valve Assembly and Vault	\$110,000.00
13	36-Inch Gate Valve Assembly and Vault	\$82,000.00
14	2-Inch Combination Air Valve Assembly and Vault	\$20,000.00
15	8-Inch Combination Air Valve Assembly and Vault	\$90,000.00
16	8-Inch Drain Valve Assembly and Vault	\$40,000.00
17	Tie-In Connections	\$127,500.00
18	Cathodic Protection - Pipeline Bonding Test Station	\$4,500.00
19	Cathodic Protection - Casing Test Station	\$12,000.00
20	Cathodic Protection - Monitoring Test Station	\$3,000.00
21	Cathodic Protection - Foreign Pipeline Test Station	\$1,500.00
22	Cathodic Protection - Rectifier	\$75,000.00
23	Cathodic Protection - Insulating Flange and Test Station	\$4,800.00
24	15' Wide Concrete Pavement Repair	\$6,000.00
25	Barbwire Fence Removal/Replacement	\$1,528.00
26	Metal Pipe Fence Removal/Replacement	\$1,000.00
27	16' Gate	\$9,600.00
28	Site Restoration (AC)	\$22,500.00
29	Trench Safety Protection	\$7,088.00
30	Temporary Fencing	\$2,806.00
31	Mobilization	\$215,000.00
	<b>ALTERNATE</b>	
32	Tie-In Connections (By Others)	\$65,000.00
	Total Cost W/O Alternate:	\$4,268,704.74
	Total Cost W/ Alternate and Removing Item 17 in SOV:	\$4,206,204.74

Extension of Common Items between Seg B and Seg D-B	Garney Seg B Pricing Extended	Garney Seg D Pricing Extended	Average Seg D Pricing Extended
\$50,000.00	\$90,517.24	\$45,525.77	\$45,309.28
\$1,188,450.00	\$821,351.00	\$866,855.43	\$904,912.24
\$26,000.00	\$9,000.00	\$8,400.00	\$11,765.00
\$593,100.00	\$409,898.00	\$432,607.14	\$451,599.52
\$115,700.00	\$40,050.00	\$37,380.00	\$52,354.25
\$185,300.00	\$152,600.00	\$163,500.00	\$259,828.75
\$127,500.00	\$110,500.00	\$106,250.00	\$180,306.25
\$110,000.00	\$95,000.00	\$150,000.00	\$136,250.00
\$82,000.00	\$80,000.00	\$112,500.00	\$100,706.25
\$20,000.00	\$32,000.00	\$45,000.00	\$34,200.00
\$90,000.00	\$80,000.00	\$150,000.00	\$120,600.00
\$40,000.00	\$40,000.00	\$75,000.00	\$51,320.00
\$127,500.00	\$130,000.00	\$50,000.00	\$121,875.00
\$12,000.00	\$4,000.00	\$12,000.00	\$16,600.00
\$3,000.00	\$1,000.00	\$3,000.00	\$4,150.00
\$1,500.00	\$1,000.00	\$1,500.00	\$2,450.00
\$75,000.00	\$20,000.00	\$86,000.00	\$54,000.00
\$4,800.00	\$1,100.00	\$24,000.00	\$11,650.00
\$1,528.00	\$1,528.00	\$2,292.00	\$2,539.35
\$9,600.00	\$15,600.00	\$600.00	\$4,935.93
\$22,500.00	\$21,780.00	\$8,250.00	\$41,512.50
\$7,088.00	\$7,088.00	\$7,088.00	\$5,316.00
\$2,892,566.00	\$2,164,012.24	\$2,387,748.34	\$2,614,180.31
	25%	17%	10%
	Comparison of cost (% difference)		



Pape-Dawson Engineers, Inc  
2000 NW Loop 410  
San Antonio, TX 78213

July 23, 2022

Attn: Ryan Maloney

Re: Change Order 0002B

Mr. Maloney,

As previously discussed, a large majority of the costs for materials, labor, fuel and equipment have gone up since we bid the project back in November 2021. That coupled with the scope of work provided in the drawings have led to elevated costs that do not line up with our Segment B bid day schedule of values. Comparing our Segment B unit pricing to our Change Order unit pricing resulted in approximately a \$901,000 delta. Please find our explanation for these items below:

Increase in Labor, Fuel, Equipment and Overhead (Total Difference - \$525,199.40; 58% of Overall Delta)

- The increase in labor is two-fold. Garney increasing our wages of our labor force due to current market conditions and the total overall cost per linear foot to install the pipe. The increased cost per linear foot is specifically referenced to the 36-inch line. Both 42-inch lines are relatively shallow. However, the 36-inch line is upwards of 18ft deep for approximately 1,300 linear feet. Having to dig and lay at these depths bring on a lot of costs (staging the area down, slower production rates, hauling of material, etc..) all resulting in a higher cost to install versus the cross-country style of laying that you see on Segment B1 and B2.

Increase in Materials (Total Difference - \$376,620.00; 42% of Overall Delta)

- The increase in material costs is mainly due to this being such a short run of piping and the amount of fabrication per linear foot, raw steel costs and delivery have all gone up.

I hope this was able to provide some clarification to the price increase and we appreciate your help in getting this resolved.

Please let me know if there are any questions or clarifications needed.

Sincerely,

GARNEY COMPANIES, INC.

A handwritten signature in blue ink that reads "Daniel Murray". The signature is written in a cursive, flowing style.

Daniel Murray  
Project Manager

cc: Chad Sharbono, Garney



Pape-Dawson Engineers, Inc  
2000 NW Loop 410  
San Antonio, TX 78213

July 13, 2022

Attn: Carl Nooteboom

Re: Change Order 0002

Mr. Nooteboom,

Enclosed you will find the Schedule of Values for Change Proposal 0002, Segment D Piping. The schedule of values was developed using the Bid Items provided on Sheet G-1 of the Change Order plans provided on May 6, 2022 and clarifications provided on June 29, 2022. In addition to the schedule of values provided we have added an additional (2) bid items. These include:

**Bid Item No. 31 – Tie-in Connections (By Others)**

- This bid item was added in the event that the connections are to be made by a contractor other than Garney. In this situation, Garney will secure the ends of each of the pipelines in preparation for a future contractor to come in and make the connections. This bid item was added per the email received on June 6, 2022 from Program Management Team. If this bid item is used and another contractor other than Garney must do the tie-ins, then Bid Item No. 17- Tie-In Connections, will not be billed against. Also, if work associated with Bid Item No. 17 is completed by Garney, then Bid Item No. 31 will not be billed against.

**Bid Item No. 32 – Mobilization**

- This bid item was added in anticipation that not all (3) of the proposed lines would be able to be completed concurrently. For example, Garney would complete Segment D-B (36-Inch Line), demobilize, and remobilize at a later date to complete the (2) 42-Inch segments. This bid item would also cover the additional overhead, insurance, and bonding.

All steel pipe that is included in this proposal will be provided by American Spiral Welded Pipe. This was done due to the manufacturer already being set up to produce 36-inch & 42-inch steel pipe. Due to the price increases on steel, fuel, labor and all materials since Segment B was bid, our price to purchase and install the material was higher than it was at bid day on November 12, 2021.

In addition to the total provided at the bottom of the schedule of values on page 2 of 2, **Garney would also like to request an additional 93 calendar days. Garney would like to request that 39 of those days to be applied towards Substantial Completion and the remaining 54 calendar days to be applied to Final Completion.**

Please let me know if there are any questions or clarifications needed.

Sincerely,

GARNEY COMPANIES, INC.

Daniel Murray  
Project Manager

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.12** Consider adoption of Resolution 2022-09-28-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP) for employee's health insurance for January 2023 through December 2023, as recommended by the Administrative Committee meeting. ~  
*Graham Moore, P.E., Executive Director*

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Background/Information

Alliance Water currently provides employee insurance through the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP). In order to continue coverage next year (1/1/23 – 12/31/23) TML IEBP needs approval of the rerate form. TML IEBP is moving towards an electronic submission of forms, so the Executive Director is requesting the Board's authorization to prepare and submit all required documentation.

The Executive Director sought costs for other insurance options available on the open market for the Authority. The options were all presented to the Administrative Committee – all were more expensive than TML IEBP and provided inferior coverage.

The following rate changes are proposed by TMLIEBP:

- Employee Only Health: increase of \$77.08 per employee per month (18% increase)
- Employee + Family Health: increase of \$208.18 per month (18% increase)
- No changes to Dental, Vision or Basic Life and AD&D insurance for either Employees or Employee and Family.

The Executive Director reviewed the approved FY 2022-23 budget with the new health insurance rates and has determined that no budget adjustment is necessary to accommodate the 18% increase in premiums.

Attachment(s)

- Resolution 2022-09-28-008
- 2023 TML IEBP Rerate Sheet

Administrative Committee Recommendation

- The Administrative Committee unanimously recommended continuation with TML IEBP for employee's health insurance with the current plan.

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

**BOARD MEMBER PACKETS**  
Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**Board decision needed:**

- Adoption of Resolution 2022-09-28-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the TML IEBP for employee's health insurance for January 2022 through December 2023.





**ALLIANCE WATER**

**RESOLUTION NO. 20220928-008**

**A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF THE AUTHORITY ALL NECESSARY DOCUMENTS TO CONTINUE PARTICIPATION IN THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL FOR EMPLOYEE’S INSURANCE FOR JANUARY 2023 THROUGH DECEMBER 2023;**

**RECITALS:**

1. The Alliance Regional Water Authority (Authority) currently provides employee insurance through the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP).
2. The TML IEBP requires participants to submit documents annually acknowledging the rerate form. The TML IEBP now requests that these documents be submitted online to improve efficiencies.
3. The Authority Board wishes to continue to provide health insurance to the Authority’s employees through TML IEBP, as it has done in the past.

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

**SECTION 1.** The Authority authorizes the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the TML IEBP for employee’s insurance for January 2023 through December 2023.

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

**ADOPTED:** September 28, 2022

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Lewis  
Secretary, Board of Directors



**MEDICAL COST PROJECTION**  
 Alliance Regional Water Auth - PHAYSCA1  
 08/26/22  
 MEMBER OPTION

Current Plan	18% Increase	
	2021-2022 Current Rates	2022-2023 Renewal New Rates
	Copay-1K-4K ER	Copay-1K-4K ER
	80% / 50%	80% / 50%
	PPO	PPO
	\$1,000 In Ded	\$1,000 In Ded
	\$2,000 Out Ded	\$2,000 Out Ded
	\$4,000 In OOP	\$4,000 In OOP
	\$0 Tela Health Copay	\$0 Tela Health Copay
	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay
	DAW1&2 Rx Plan	DAW1&2 Rx Plan
EE	\$428.22	\$505.30
EE + Dependents	\$1,156.58	\$1,364.76

**New Plan Options**  
2022-2023

	Option 1	Option 2	Option 3	Option 4
	<b>16.73% Increase</b>	<b>9.45% Increase</b>	<b>6.61% Decrease</b>	<b>9.47% Decrease</b>
	Copay-750-5K ER	Copay-1500-5K ER	Copay-3K-7K ER	Consumer HSA-3K-5K E
	80% / 50%	80% / 50%	80% / 50%	80% / 50%
	PPO (copay)	PPO (copay)	PPO (copay)	HSA Embedded
	\$750 In Ded	\$1,500 In Ded	\$3,000 In Ded	\$3,000 In Ded
	\$1,500 Out Ded	\$3,000 Out Ded	\$6,000 Out Ded	\$6,000 Out Ded
	\$5,000 In OOP	\$5,000 In OOP	\$7,000 In OOP	\$5,000 In OOP
	\$0 Tela Health Copay	\$0 Tela Health Copay	\$0 Tela Health Copay	\$44 Tela Health Copay
	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	No OV/SP/UC/ER Copay
	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan
EE	\$499.84	\$468.68	\$399.90	\$387.68
EE + Dependents	\$1,350.02	\$1,265.86	\$1,080.06	\$1,047.08
	Option 1	Option 2	Option 3	Option 4
<b>Please sign &amp; date option chosen:</b>	_____	_____	_____	_____
	Signature / Date	Signature / Date	Signature / Date	Signature / Date

DAW1&2 Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the difference between the brand name and generic price in addition to the appropriate copayment for the brand name. The cost difference between the brand name and generic price does not apply to any individual deductibles or out of pocket amounts. The differential applies to all prescriptions purchased through this program when a generic alternate is available.

NonDAW Plan: If a brand name drug is dispensed and a generic alternate drug exists, the Covered Individual pays the appropriate brand copay

**Copay-750-5K ER**

**THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 10/03/2022 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 01/01/2023.**

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Background/Information

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

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- J.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. Acquisition of real property for water supply project purposes*
  - D. Annual performance evaluation of Executive Director, Graham Moore*
-

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

- A. *Water supply partnership options*
  - B. *Groundwater leases*
  - C. *Acquisition of real property for water supply project purposes*
  - D. *Annual performance evaluation of Executive Director, Graham Moore, including possible adoption of goals for the next fiscal year and compensation adjustments.*
- 

Background/Information

The Administrative Committee met in September to discuss the performance evaluation for Mr. Moore. Attached are the draft goals for the next fiscal year that were recommended by the Administrative Committee.

The Administrative Committee Chair will advise on recommendations related to the performance review and possible compensation adjustments.

Attachment(s)

- Graham Moore's Draft Goals for FY 2022-23

**Board Decision(s) Needed:**

- Possible direction to Staff



## ALLIANCE WATER

<b>Alliance Water- Executive Director Goals Through August 2023</b>		
<b>Goal:</b>	<b>Metric(s):</b>	<b>Result:</b>
1) Conduct a lessons learned process on the Authority's Right-of-Way Acquisition to determine process changes that could have resulted in acquisitions being completed more quickly and/or more cost effectively.	a) Conduct a lessons learned workshop with the primary land acquisition consultants and Program team by end of 2022.  b) Provide a presentation to the Board by March 2023 detailing the results of the lessons learned exercise and making recommendations on changes in policy, if any.	
2) Manage the Capital Budget for the Phase 1B Program and Continue to Provide Updates to the Board.	a) Actively monitor the Phase 1B Capital Budget and continue to identify any options for reducing expenditures.  b) Present the current budget status to the Technical Committee and Board monthly.	
3) Develop and transmit a process document for annual Executive Director review.	Provide a memorandum detailing the process, including timelines, for the annual Executive Director review. Complete the memo by March 31, 2022.	
4) Increased public outreach for Alliance Water for both leaseholders and rate payers	a) Conduct annual meetings with lease landowners  b) Provide updates to CRWA Board, city councils and advisory boards as requested by Sponsor staffs and/or Board members.	
5) Water to be delivered to the Sponsors in 2023.	a) Provide updates at regular intervals to the Board on the scheduled progress of the overall Program.  b) Have all Phase 1B Construction projects under contract by the end of FYE 23.	
6) Finalize Operations Contract for the Carrizo System and Provide Regular Updates to the Board on Operations	a) Develop and negotiate a contract for Operations & Maintenance of the Carrizo system based on previous direction provided by the Board of Directors.  b) Ensure adoption by the Board of an acceptable Operations & Maintenance Contract no later than January 31, 2023.	
7) Participate in the upcoming 88th Texas Legislative Session set for 2023.	a) Develop a legislative agenda and get Board approval of the agenda by 12/31/22.  b) Monitor bills filed that effect the Authority, it's current and/or future projects or its overall goals.  c) Provide information and education to legislature and their staff; participate in hearings as necessary to advocate on behalf of Alliance Water.	

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

**BOARD MEMBER PACKETS**

Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- E. *Consideration of Resolution 2022-09-28-009 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 2022-09-28-009

**Board Decision(s) Needed:**

- Adoption of Resolution 2022-09-28-009.



## ALLIANCE WATER

### RESOLUTION NO. 2022-09-28-009

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 September 2022.

**ALLIANCE REGIONAL WATER AUTHORITY**

---

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

**ATTEST:**

---

Amber Lewis  
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>
E037G	Harborth et. al.	Guadalupe	A.M. Esnaurizar	No. 20	1-1/5	0.038 - PE

**Parcel E037G – PE**

PARCEL E037G  
HARBORTH ET AL  
GUADALUPE COUNTY, TEXAS  
ALLIANCE WATER PH 1B



**LOCATION MAP**  
NOT TO SCALE

**NOTES:**

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

**SCHEDULE B COMMENTS:**

WFG NATIONAL TITLE INSURANCE COMPANY  
OF# 21-201884-E037G  
ISSUE DATE: JANUARY 31, 2022

- 10.a) An easement for water lines executed by Barry Jaroszewski and wife, Joan to Canyon Regional Water Authority, filed July 21, 1994, recorded as Volume 1106, Page 992, O.P.R.G.C.T. (DOES AFFECT, BLANKET BY NATURE, CALLS TO BE 15' CENTERED ON PIPE AS FIRST INSTALLED. LIMITED TO A STRIP 15 FEET IN WIDTH BEING PARALLEL AND ADJACENT TO A COUNTY ROAD, BASED ON THE CENTERLINE OF PIPELINE AS FIRST INSTALLED.)
- 10.b) An easement for by Final Judgment for water pipeline executed by Unknown Heirs of Gustav Harborth and Meta Harborth, et al to Central Texas Regional Water Supply Corporation, filed January 18, 2017, recorded as Instrument No. 2017029559, O.P.R.G.C.T. (DOES NOT AFFECT SUBJECT TRACT BUT DOES AFFECT PARENT TRACT)
- 10.c) An easement for Waterline executed by Judy Harborth Phillips to Central Texas Regional Water Supply Corporation, filed September 18, 2017, recorded as Instrument No. 2017022253, O.P.R.G.C.T. (DOES NOT AFFECT SUBJECT TRACT BUT DOES AFFECT PARENT TRACT)

**PARENT TRACT**  
**1-1/5 ACRES**

**0.038 ACRE**  
**(1,655 SQ. FT. MORE OR LESS)**  
**110 FOOT WIDE PERMANENT EASEMENT**

Date: Feb 02, 2022, 6:36am User: Id: smith File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT E TILES - Guadalupe County\E037G Cemetery\EXHIBIT EASEMENT\E037G\_PE\_R01.dwg



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



Partners for a Better Quality of Life

**Legal Description**  
**0.038 Acre (1,655 Square Foot, more or less)**  
**110 Foot Wide Permanent Easement**

BEING A 0.038 ACRE, 110 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE ANTONIO MAIA ESNAURIZAR SURVEY, ABSTRACT NO. 20, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 1-1/5 ACRE TRACT OF LAND DESCRIBED IN DEED TO GUSTAV HARBORTH, AS RECORDED IN VOLUME 22, PAGE 205 OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS (D.R.G.C.T.) NOW OWNED BY THE KNOWN AND UNKNOWN HEIRS OF GUSTAV HARBORTH AND META HARBORTH ET AL AND FURTHER DESCRIBED IN VOLUME 27, PAGE 206 AND VOLUME 29, PAGE 236 OF SAID D.R.G.C.T. SAID 0.038 ACRE, 110 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a Mag nail found in concrete, lying in the north Right of Way (ROW) line of Farm to Market Road 758 (FM 758, Variable width ROW) and being the southerly common corner of said 1-1/5 acre tract and that called 60.743 acre tract of land described in deed to NB Dean 32, LLC, a Texas Limited Liability Company, as recorded in County Clerks File Number 202099038349 of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.). From which a 1/2 inch capped iron rod found and stamped "DAM 5348", being the southerly common corner of said 60.743 acre tract and that called 79.809 acre tract of land described in deed to NB Dean 32, LLC, a Texas Limited Liability Company, as recorded in County Clerks File Number 202199017278 of said O.P.R.G.C.T., also lying in said north ROW line, bears N 89° 15' 30" E, a distance of 967.54 feet;

**THENCE** N 01° 06' 31" W, along the common line of said 1-1/5 and 60.743 acre tracts, a distance of 80.00 feet, to a point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** S 89° 15' 30" W, leaving said common line, over and across said 1-1/5 acre tract, a distance of 15.00 feet, to a point for the southwest corner hereof, lying in the common line of said 1-1/5 acre tract and that called 100 acre tract of land described in deed to L. Richard Harborth, as recorded in Volume 2078, Page 130 of said O.P.R.G.C.T. From which, a 1/2 inch capped iron rod found and stamped "B&A RPLS 2633", being the southerly common corner of said 1-1/5 acre and 100 acre tracts, also lying in said FM 758 north ROW line, bears S 01° 06' 31" E, a distance of 80.00 feet;

**THENCE** N 01° 06' 31" W, along the common line of said 1-1/5 and 100 acre tracts, a distance of 110.00 feet, to a point for the northwest corner hereof. From which, an 8 inch wood fence post corner found, being the northeast corner of said 100 acre tract bears N 01° 06' 31" W, a distance of 3,668.18 feet;

**THENCE** N 89° 15' 30" E, leaving said common line, over and across said 1-1/5 acre tract, a distance of 15.00 feet, to a point for the northeast corner hereof, lying in the common line of said 1-1/5 acre and 60.743 acre tracts;

**THENCE** S 01° 06' 31" E, along the common line of said 1-1/5 and 60.743 acre tracts, a distance of 110.00 feet, to the **POINT OF BEGINNING** and containing 0.038 acre, more or less.

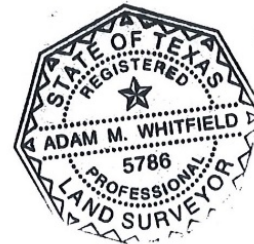
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

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

Date: 02-02-2022

August 04, 2021

Revised: February 2, 2022



LEGEND

- △ = Calculated Point
- = Found Mag Nail in concrete, unless otherwise noted
- = Proposed Permanent Easement
- - - = Adjoining Boundary (approx.)
- · · = Abstract Line (approx.)
- X = Barbed Wire Fence
- E = Overhead Powerline
- O.P.R.G.C.T. = Official Public Records, Guadalupe County, Texas
- D.R.G.C.T. = Deed Records Guadalupe County, Texas
- (XX) = Record Call
- CM = Controlling Monument
- CIRF = 1/2" Capped Iron Rod Found, Stamped as Noted

Line Table		
LINE	BEARING	DISTANCE
L-1	N 01°06'31" W	80.00'
L-2	S 01°06'31" E	80.00'

PARCEL E037G  
GUADALUPE COUNTY, TEXAS  
ALLIANCE WATER PH 1B  
EXHIBIT A

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

ANTONIO MAIA ESNAURIZAR  
SURVEY, ABSTRACT NO. 20

CALLED 60.743 ACRES  
NB DEAN 32, LLC, A TEXAS  
LIMITED LIABILITY COMPANY  
DOC NO 202099038349  
O.P.R.G.C.T.

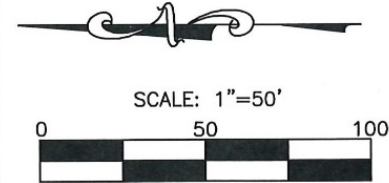
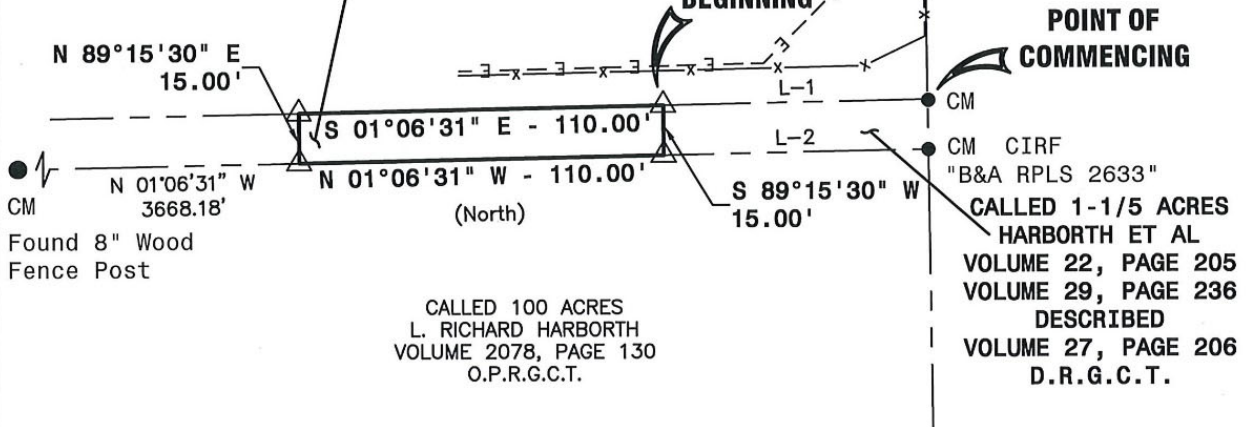
0.038 ACRE  
(1,655 SQ. FT. MORE OR LESS)  
110 FOOT WIDE PERMANENT EASEMENT

N: 13806277.65  
E: 2295303.37  
SURFACE

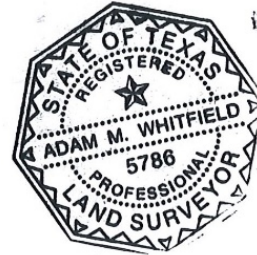
POINT OF  
BEGINNING

FM 758  
(VARIABLE WIDTH ROW)

POINT OF  
COMMENCING



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 February 2019, and July 2021, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

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

Revised Date: February 02, 2022

PAGE 3 of 3

WORK ORDER ARWA1800532 DIGITAL FILE E037G PE.dwg Revision # 01 DRAWN BY MDH

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Date: Feb 02, 2022, 8:36am User ID: samith File G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT E TITLES - Guadalupe County\E037G Cemetery\EXHIBIT EASEMENT\E037G\_PE\_R01.dwg

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

**BOARD MEMBER PACKETS**  
Wednesday, September 28, 2022 at 3:00 PM  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**K. ADJOURNMENT**

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