

**Alliance Regional Water Authority  
Board of Directors**

**REGULAR MEETING**



**ALLIANCE WATER**

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.

County Line Special Utility District Offices  
8870 Camino Real, Kyle, TX 78640

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
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 27, 2023, 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: 816 4375 8576

Passcode: 326092

Members of the public wishing to make public comment during the meeting must (1) be present at the public meeting location or (2) join by videoconference and register by emailing [info@alliancewater.org](mailto:info@alliancewater.org) prior to 3:00 p.m. on September 27, 2023. Public comment is not allowed by call-in. This meeting will be recorded and the audio recording will be available on the Authority's website after the meeting. A copy of the agenda packet will be available on the Authority's website at the time of the meeting. Additional information can be obtained by calling Graham Moore at (512) 294-3214.

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must register with the Executive Director at [info@alliancewater.org](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 23, 2023. ~  
*Graham Moore, P.E., Executive Director*

D.2 Consider approval of financial reports for the periods ending June 2023 and  
July 2023. ~ *Graham Moore, P.E., Executive Director*

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E. PUBLIC HEARINGS / PRESENTATIONS

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- F.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*
  
- F.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*

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

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 Consider adoption of Resolution 2023-09-27-001 approving Work Order #8 with RW Harden & Associates for general hydrogeological services through September 30, 2024, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
  
- H.2 Consider adoption of Resolution 2023-09-27-002 approving an agreement for public relations services with Concept Development & Planning, LLC through September 30, 2024, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
  
- H.3 Consider adoption of Resolution 2023-09-27-003 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.4 Consider adoption of Resolution 2023-09-27-004 approving an agreement for governmental relations services with The Schlueter Group, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

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- H.5 Consider adoption of Resolution 2023-09-27-005 approving an agreement for audit services with Armstrong, Vaughan and Associates (AVA) provided that a different manager is the lead auditor for AVA. ~ *Graham Moore, P.E., Executive Director*
- H.6 Consider adoption of Resolution 2023-09-27-006 approving Work Order #5 with J.R. Tolles and Associates, LLC for construction management support for the Phase 1B projects. ~ *Graham Moore, P.E., Executive Director*
- H.7 Consider adoption of Resolution 2023-09-27-007 approving an engagement agreement for legal services for groundwater permitting and related matters with Patricia Erlinger Carls. ~ *Graham Moore, P.E., Executive Director*
- H.8 Consider adoption of Resolution 2023-09-27-008 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*
- H.9 Consider adoption of Resolution 2023-09-27-009 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to increase the mandatory employee retirement contribution through the Texas County and District Retirement Services, as recommended by the Administrative Committee meeting. ~ *Graham Moore, P.E., Executive Director*
- H.10 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Toby Flinn, P.E., Pape-Dawson Engineers*
- H.11 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.12 Discussion and possible direction to Staff regarding funding options for the remaining Phase 1B projects and the Phase 1C/1D expansions. ~ *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.

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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*
- 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.*

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 2026	
Regina Franke (CRWA - General Manager, Crystal Clear SUD)	April 2026	
Tim Samford (Kyle – Wastewater Treatment Operations Manager)	April 2024	
Blake Neffendorf – Treasurer (Buda – Director of Public Works)	April 2026	
Councilmember Mark Gleason (San Marcos)	April 2025	
Humberto Ramos – Vice Chair (CRWA – Water Resources Director)	April 2024	
Amber Schmeits (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	
Vacant (Kyle)	April 2024	
Shaun Condor (San Marcos –Director of Engineering & CIP)	April 2025	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2026	
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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**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**  
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**D.1** Consider approval of minutes of the Regular Meeting held August 23, 2023. ~  
*Graham Moore, P.E., Executive Director*

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Attachment(s)

- 2023 08 23 Board Meeting Minutes

**Board Decision(s) Needed:**

- Approval of minutes.



**Alliance Regional Water Authority**

**BOARD MEETING**

**MINUTES**

**Wednesday, August 23, 2023**

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 23, 2023 at Buda City Hall, 405 E. Loop Street, Buda, TX 78610.

A. CALL TO ORDER.

- **The Alliance Water Board Meeting was called to order at 3:06 p.m. by Mr. Betz.**

B. ROLL CALL.

- **Present: Hughson, Franke, Samford, Ramos, Hjorth and Betz with Allen joining in Item H.1, Schmeits joining in Item H.5 and Neffendorf leaving in Item H.5.**
- **Absent: Gleason, Turley, Condor and Kite.**

C. PUBLIC COMMENT PERIOD

- **None.**

D. CONSENT AGENDA

D.1 Consider approval of minutes of the Regular Meeting held July 26, 2023.

D.2 Consider approval of the Quarterly Investment Report for the period ending June 30, 2023.

- **Motion to approve the consent agenda was made by Ms. Hughson, seconded by Mr. Ramos and approved on a 7-0 vote.**

E. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

F.1 Report on Technical Committee activities.

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

- **No items opened.**

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **Mr. Moore provided an update.**
- **No action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

H.1 Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants.

- **Kelli Culp with Concept Development and Planning attended the meeting and provided an update on recent public relations activities.**
- **Mr. Ramos asked that a section be added to the website to honor past Board members.**
- **Mr. Samford requested that the stage of drought for each Sponsor be added to the Authority's website.**
- **Mr. Betz noted that he really likes the quarterly newsletters and he asked that Board members be made aware when articles about Alliance Water are published.**
- **No Action.**

H.2 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program.

- **Toby Flinn with Pape-Dawson provided the Phase 1B Construction Update.**
- **Ms. Hughson inquired if the excessive heat is having an impact on construction progress.**
- **Mr. Flinn responded that heat has not had a significant impact, but that the drought has made it difficult in some areas to get the appropriate moisture content in the pipe backfill.**
- **No Action.**

H.3 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.**

- H.4 Consider adoption of Resolution 2023-08-23-001 adopting the Authority's budget for FY 2023-24 as recommended by the Technical Committee.
- **Mr. Moore presented the budget.**
  - **Motion to adopt Resolution 2023-08-23-001 adopting the Authority's budget for FY 2023-24 was made by Mr. Ramos, seconded by Mr. Hjorth and approved on a 8-0 vote.**
- H.5 Discussion and possible direction to Staff regarding funding options for the remaining Phase 1B projects and the Phase 1C/1D expansions.
- **Mr. Moore, Ms. Jennifer Ritter with Specialized Public Finance and Carol Polumbo with McCall, Parkhurst & Horton attended the meeting and discuss financing options for the Phase 1B project and the Phase 1C/1C expansions.**
  - **It was noted that some of the options considered will require an amendment to the Authority's Water Supply Contract to specifically allow for their use.**
  - **Staff will continue to evaluate various funding options and will provide updates to the Board.**
  - **No Action.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **No discussion.**
- J.1 The Board of Directors recessed into Executive Session at 4:10 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 Section 551.074 to discuss the annual performance evaluation of the Executive Director. The Board of Directors reconvened from Executive Session at 5:27 p.m.
- J.2 Action from Executive Session on the following matters:
- A. Water supply partnership options
  - B. Groundwater leases
  - C. Acquisition of real property for water supply project purposes.
- **Staff is to proceed as directed in Executive Session.**
- K. ADJOURNMENT
- **Meeting was adjourned at 5:28 p.m. based on the motion by Ms. Hughson, seconded by Ms. Franke on a 9-0 vote.**

**APPROVED:** \_\_\_\_\_, 2023

**ATTEST:**

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

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

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**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**  
Wednesday, September 27, 2023 at 3:00 P.M.  
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**D.2** Consider approval of financial reports for the periods ending June 2023 and July 2023. ~ *Graham Moore, P.E., Executive Director*

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Attachment(s)

- Financial Report for period ending June 30, 2023.
- Financial Report for period ending July 31, 2023.

**Board Decision(s) Needed:**

- Approval of the financial reports.



# **Alliance Regional Water Authority**

**Financial Statements  
(Compilation)**

**For the One Month Ended and Year-to-Date  
June 30, 2023**



## Alliance Regional Water Authority

## Balance Sheet

As of June 30, 2023

08/20/23

Accrual Basis

	Jun 30, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-536,223.04
1010 · Broadway Savings (4415)	1,891,729.26
	1,355,506.22
<b>Total 1004 · Broadway Bank</b>	<b>1,355,506.22</b>
1015 · TexStar	
1015-01 · TexStar (3310)	5,448,590.44
1015-02 · TexStar (0300)	13,245,412.71
	18,694,003.15
<b>Total 1015 · TexStar</b>	<b>18,694,003.15</b>
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	3,018,306.86
1052 · Kyle Debt Service (2787)	2,563,289.77
1055 · San Marcos Debt Service (6390)	2,838,630.70
1056 · Buda Debt Service (6391)	619,379.40
	9,039,606.73
<b>Total 1050 · Broadway Bank (Reserved)</b>	<b>9,039,606.73</b>
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	345,800.35
1106 · BOKF, Escrow, Kyle Series 2015B	229,056.24
1111 · BOKF, Escrow, CRWA Series 2019A	1,837,522.30
1112 · BOKF, Escrow, Kyle Series 2019B	1,675,721.10
1113 · BOKF, Escrow, SM Series 2019C	2,133,301.99
1114 · BOKF, Escrow, Buda Series 2019D	301,904.74
1115 · BOKF, Escrow, CRWA Series 2020A	14,277,610.22
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,613,555.64
1117 · BOKF, Escrow, Kyle Series 2020B	13,019,154.64
1118 · BOKF, Escrow, Kyle 2020B-LM68	7,849,667.58
1119 · BOKF, Escrow, SM Series 2020C	16,608,871.63
1120 · BOKF, Escrow, SM 2020C-LM69	9,996,585.24
1121 · BOKF, Escrow, BUDA Series 2020D	2,251,412.48
1122 · BOKF, Escrow, Buda 2020D-LM70	1,408,914.72
1123 · BOKF, Escrow, CRWA Series 2022A	14,888,888.20
1124 · BOKF, Escrow, Kyle Series 2022B	13,568,973.29
1125 · BOKF, Escrow, SM 2022C	17,311,791.34
1126 · BOKF, Escrow, Buda Series 2022D	2,414,533.91
	128,733,265.61
<b>Total 1100 · Escrow Accounts</b>	<b>128,733,265.61</b>
<b>Total Checking/Savings</b>	<b>157,822,381.71</b>
<b>Accounts Receivable</b>	
1200 · Accounts Receivable	0.49
1201 · Accounts Receivable, GBRA	-32,463,895.89
	-32,463,895.40
<b>Total Accounts Receivable</b>	<b>-32,463,895.40</b>
<b>Total Current Assets</b>	<b>125,358,486.31</b>
<b>Fixed Assets</b>	
1405 · Engineering & Construction Cost	2,406,324.92
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	64,673.27
1420-02 · Hydrogeologic Support	225,220.52
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	45,251.01
	465,239.96
<b>Total 1420 · Projects in Progress (Cash)</b>	<b>465,239.96</b>

## Alliance Regional Water Authority

## Balance Sheet

As of June 30, 2023

08/20/23

Accrual Basis

	Jun 30, 23
<b>1430 · Projects in Progress Eng (Cash)</b>	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	50,760.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	65,586.00
1430-09 · GCUWCD Monitoring Wells	129,175.39
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	85,739.00
1430-12 · Phase 1B Programming	107,761.14
1430-13 · ARWA-GBRA MOU Study	15,000.00
1430-14 · Phase 1A GIS	59,840.62
<b>Total 1430 · Projects in Progress Eng (Cash)</b>	<b>887,229.39</b>
<b>1440 · Projects in Prog Eng. (Finance)</b>	
1440-01 · Engineering-Phase 1A Pipeline	540,838.84
1440-02 · Engineering-Phase 1A Pump Stat	1,001,947.66
1440-03 · Engineering-ROW Acquisition	409,078.13
1440-04 · Phase 1A Const Observation	1,287,685.56
1440-05 · Phase 1A-Construction Trailer	78,225.16
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	4,888,392.60
1440-08 · Phase 1A Segment B Construction	3,757,344.92
1440-15 · Land Acquisition Phase 1B	39,986,826.35
1440-16 · Phase 1B-Owners Rep	12,494,144.17
1440-17 · Phase 1B Environmental	3,786,640.01
1440-18 · Phase 1B Segment A Design	3,082,468.27
1440-19 · Phase 1B Segment B Design	2,929,390.91
1440-20 · Phase 1B Segment C Design	3,937,052.64
1440-21 · Phase 1B Segment D Design	2,911,173.41
1440-22 · Phase 1B Segment E Design	2,333,675.42
1440-23 · Phase 1B Land Attorney	4,258,600.67
1440-24 · Phase 1B Hydrogeology	540,941.00
1440-25 · Phase 1B WTP Design	5,577,230.89
1440-26 · Raw Water Infr.	1,637,846.15
1440-27 · Phase 1B Program Survey	3,470,013.41
1440-28 · Phase 1B BPS Design	3,038,637.53
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	446,483.08
1440-31 · Construction Mgmt & Inspection	8,999,402.75
1440-32 · Phase 1B Construction ARWA Only	3,841,392.95
1440-33 · SCADA Programming	612,061.06
1440-34 · Materials Testing	875,571.05
1440-35 · Shared Construction	136,206,288.26
<b>Total 1440 · Projects in Prog Eng. (Finance)</b>	<b>256,403,646.47</b>
<b>1447 · Land &amp; Easements</b>	<b>938,215.70</b>
<b>1448 · Capitalized Interest</b>	
1448-51 · Cap Interest, CRWA Series 2015A	152,369.03
1448-52 · Cap Interest, Kyle Series 2015B	222,143.28
1448-53 · Cap Interest, CRWA Series 2017A	127,269.80
1448-54 · Cap Interest, Kyle Series 2017B	116,100.88
1448-55 · Cap Interest, SM Series 2017C	65,904.35
1448-56 · Cap Interest, Buda Series 2017D	9,576.21
<b>Total 1448 · Capitalized Interest</b>	<b>693,363.55</b>
<b>Total Fixed Assets</b>	<b>261,794,019.99</b>

## Alliance Regional Water Authority

## Balance Sheet

As of June 30, 2023

	<u>Jun 30, 23</u>
Other Assets	
1900 · Deferred Outflow	48,214.34
<b>Total Other Assets</b>	<b>48,214.34</b>
<b>TOTAL ASSETS</b>	<b><u>387,200,720.64</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	5,537,605.95
<b>Total Accounts Payable</b>	<b>5,537,605.95</b>
Credit Cards	
2006 · Chase Bank VISA Card	3,884.24
<b>Total Credit Cards</b>	<b>3,884.24</b>
Other Current Liabilities	
2100 · Payroll Liabilities	1.23
2102 · 401(a) Liability	3,691.91
2103 · Net Pension Liability	-16,518.00
2104 · Pension Deferred Inflows	23,905.00
2106 · Accrued Vacation	23,476.42
2300 · Accrued Costs	330,643.18
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	21,320.28
2352 · Accrued Int Payable, Kyle 2015B	31,353.03
2353 · Accrued Int Payable, CRWA 2017A	85,517.82
2354 · Accrued Int Payable, Kyle 2017B	77,998.68
2355 · Accrued Int Payable, SM 2017C	61,605.72
2356 · Accrued Int Payable, Buda 2017D	8,750.25
2357 · Accrued Int Payable, CRWA 2019A	199,548.90
2358 · Accrued Int Payable, Kyle 2019B	182,090.43
2359 · Accrued Int Payable, SM 2019C	145,155.42
2360 · Accrued Int Payable, Buda 2019D	20,583.54
2361 · Accrued Int Payable, CRWA 2020A	231,305.76
2362 · Accrued Int Payable, Kyle 2020B	210,928.68
2363 · Accrued Int Payable, SM 2020C	146,880.90
2364 · Accrued Int Payable, Buda 2020D	20,801.25
2365 · Accrued Int Payable, CRWA 2022A	391,915.20
2366 · Accrued Int Payable, Kyle 2022B	358,657.05
2367 · Accrued Int Payable, SM 2022C	364,998.75
2368 · Accrued Int Payable, Buda 2022D	51,724.65
<b>Total 2350 · Accrued Interest Payable</b>	<b>2,611,136.31</b>
<b>Total Other Current Liabilities</b>	<b>2,976,336.05</b>
<b>Total Current Liabilities</b>	<b>8,517,826.24</b>
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	2,840,000.00
2502 · Bond Payable, Kyle Series 2015B	2,980,000.00
2503 · Bond Payable, CRWA Series 2017A	8,805,000.00
2504 · Bond Payable, Kyle Series 2017B	8,030,000.00
2505 · Bond Payable, SM Series 2017C	9,265,000.00
2506 · Bond Payable, Buda Series 2017D	1,315,000.00
2507 · Bond Payable, CRWA Series 2019A	25,040,000.00
2508 · Bond Payable, Kyle Series 2019B	22,845,000.00
2509 · Bond Payable, SM Series 2019C	27,815,000.00
2510 · Bond Payable, Buda Series 2019D	3,945,000.00
2511 · Bond Payable, CRWA Series 2020A	36,755,000.00
2512 · Bond Payable, Kyle Series 2020B	33,520,000.00
2513 · Bond Payable, SM Series 2020C	41,765,000.00
2514 · Bond Payable, Buda Series 2020D	5,915,000.00
2515 · Bond Payable, CRWA 2022A	14,830,000.00

## Alliance Regional Water Authority

## Balance Sheet

08/20/23

As of June 30, 2023

Accrual Basis

	Jun 30, 23
2516 · Bond Payable, Kyle 2022B	13,520,000.00
2517 · Bond Payable, SM 2022C	17,210,000.00
2518 · Bond Payable, Buda 2022D	2,440,000.00
<b>Total Long Term Liabilities</b>	<b>278,835,000.00</b>
<b>Total Liabilities</b>	<b>287,352,826.24</b>
<b>Equity</b>	
2925 · Net Investment in Capital Asset	56,633,807.98
2950 · Retained Earnings	31,116,504.05
Net Income	12,097,582.37
<b>Total Equity</b>	<b>99,847,894.40</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>387,200,720.64</b>

**Alliance Regional Water Authority  
Profit Loss / Budget vs. Actual  
For the One Month and Nine Months Ended  
June 30, 2023**

	June 2023	October 2022 June 2023	Annual Budget	Over/Under Budget	% of Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4010 · Project Contribution</b>					
4011 · City of San Marcos	0.00	3,015,560.50	6,524,195.50	-3,508,635.00	46.22%
4012 · City of Kyle	0.00	3,245,386.50	4,499,330.50	-1,253,944.00	72.13%
4013 · City of Buda	0.00	673,012.17	928,392.50	-255,380.33	72.49%
4014 · Canyon Regional Water Authority	0.00	3,599,663.83	4,988,321.50	-1,388,657.67	72.16%
4015 · GBRA	0.00	3,350,736.52	0.00	3,350,736.52	100.0%
<b>Total 4010 · Project Contribution</b>	<b>0.00</b>	<b>13,884,359.52</b>	<b>16,940,240.00</b>	<b>-3,055,880.48</b>	<b>81.96%</b>
<b>4200 · Shared Water</b>					
4210 · Shared Water, City of Buda	19,534.50	154,740.00	0.00	154,740.00	100.0%
4211 · Shared Water, County Line SUD	0.00	175,905.25	0.00	175,905.25	100.0%
<b>Total 4200 · Shared Water</b>	<b>19,534.50</b>	<b>330,645.25</b>	<b>0.00</b>	<b>330,645.25</b>	<b>100.0%</b>
<b>4250 · Non Potable Water Sales</b>	3,179.38	22,241.00	0.00	22,241.00	100.0%
<b>4300 · Broadway Interest Income</b>					
4311 · City of San Marcos	8,797.58	28,246.38	1,250.00	26,996.38	2,259.71%
4312 · City of Kyle	6,986.36	32,537.40	980.00	31,557.40	3,320.14%
4313 · City of Buda	1,033.56	4,527.71	175.00	4,352.71	2,587.26%
4314 · Canyon Regional Water Authority	8,086.46	35,952.80	1,075.00	34,877.80	3,344.45%
<b>Total 4300 · Broadway Interest Income</b>	<b>24,903.96</b>	<b>101,264.29</b>	<b>3,480.00</b>	<b>97,784.29</b>	<b>2,909.89%</b>
<b>4350 · Escrow Accounts Income</b>					
4351 · BOKF, CRWA Series 2015A	1,381.59	9,476.39	0.00	9,476.39	100.0%
4352 · BOKF, Kyle Series 2015B	915.16	6,277.12	0.00	6,277.12	100.0%
4357 · BOKF, CRWA Series 2019A	7,341.52	50,355.94	0.00	50,355.94	100.0%
4358 · BOKF, Kyle Series 2019B	6,695.07	45,921.88	0.00	45,921.88	100.0%
4359 · BOKF, SM Series 2019C	8,523.25	58,461.52	0.00	58,461.52	100.0%
4360 · BOKF, Buda Series 2019D	1,206.21	8,273.46	0.00	8,273.46	100.0%
4361 · BOKF, CRWA Series 2020A	57,043.87	623,710.46	0.00	623,710.46	100.0%
4362 · BOKF, CRWA Series 2020A-LM67	34,414.06	236,048.11	0.00	236,048.11	100.0%
4363 · BOKF, Kyle Series 2020B	52,015.91	568,755.76	0.00	568,755.76	100.0%
4364 · BOKF, Kyle Series 2020B-LM68	31,362.07	215,114.30	0.00	215,114.30	100.0%
4365 · BOKF, SM Series 2020C	66,358.04	724,995.51	0.00	724,995.51	100.0%
4366 · BOKF, SM Series 2020C-LM69	39,939.72	273,948.97	0.00	273,948.97	100.0%
4367 · BOKF, Buda Series 2020D	8,995.16	99,924.61	0.00	99,924.61	100.0%
4368 · BOKF, Buda Series 2020D-LM70	5,629.09	38,610.25	0.00	38,610.25	100.0%
4369 · BOKF, CRWA Series 2022A	59,486.13	331,361.20	0.00	331,361.20	100.0%
4370 · BOKF, Kyle Series 2022B	54,212.62	303,216.29	0.00	303,216.29	100.0%
4371 · BOKF, SM Series 2022C	69,166.44	385,284.34	0.00	385,284.34	100.0%
4372 · BOKF, Buda Series 2022D	9,646.88	53,736.91	0.00	53,736.91	100.0%
<b>Total 4350 · Escrow Accounts Income</b>	<b>514,332.79</b>	<b>4,033,473.02</b>	<b>0.00</b>	<b>4,033,473.02</b>	<b>100.0%</b>
<b>4370 · TexStar Interest Income</b>					
4371 · City of San Marcos	29,415.46	348,765.55	21,500.00	327,265.55	1,622.17%
4372 · City of Kyle	23,107.47	273,974.50	16,900.00	257,074.50	1,621.15%
4373 · City of Buda	4,167.05	49,406.83	3,050.00	46,356.83	1,619.9%
4374 · Canyon Regional Water Authority	25,338.64	300,428.57	18,500.00	281,928.57	1,623.94%
<b>Total 4370 · TexStar Interest Income</b>	<b>82,028.62</b>	<b>972,575.45</b>	<b>59,950.00</b>	<b>912,625.45</b>	<b>1,622.31%</b>
4901 · Miscellaneous Income	0.00	30,940.00	35,000.00	-4,060.00	88.4%
<b>Total Income</b>	<b>643,979.25</b>	<b>19,375,498.53</b>	<b>17,038,670.00</b>	<b>2,336,828.53</b>	<b>113.72%</b>
<b>Expenses</b>					
<b>6000 · Groundwater Reservation Costs</b>	83,459.03	1,295,803.80	1,520,470.00	-224,666.20	85.22%
<b>6010 · Shared Water Costs</b>					
6015 · Shared Water, City of Kyle	4,679.15	42,222.55	0.00	42,222.55	100.0%
6020 · Shared Water, City of San Marcos	40,857.76	359,053.72	0.00	359,053.72	100.0%
<b>Total 6010 · Shared Water Costs</b>	<b>45,536.91</b>	<b>401,276.27</b>	<b>0.00</b>	<b>401,276.27</b>	<b>100.0%</b>
<b>6200 · Plant Operations &amp; Maintenance</b>					
6201 · O&M, General	17,375.19	21,636.35	9,000.00	12,636.35	240.4%
6240 · O&M, Buda BPS	615.60	4,138.37	23,750.00	-19,611.63	17.43%
<b>Total 6200 · Plant Operations &amp; Maintenance</b>	<b>17,990.79</b>	<b>25,774.72</b>	<b>32,750.00</b>	<b>-6,975.28</b>	<b>78.7%</b>
<b>7125 · Auditing fees</b>	0.00	11,250.00	13,000.00	-1,750.00	86.54%
<b>7210 · Bank Fees</b>	330.76	2,767.96	4,000.00	-1,232.04	69.2%
<b>7220 · Escrow and Paying Agent Fees</b>	0.00	3,850.00	60,000.00	-56,150.00	6.42%
<b>7240 · Bond Issue Costs</b>					
7240-15 · Bond Issue Costs - CRWA 2022A	0.00	272,123.00	0.00	272,123.00	100.0%
7240-16 · Bond Issue Costs - Kyle 2022B	0.00	253,893.00	0.00	253,893.00	100.0%
7240-17 · Bond Issue Costs - SM 2022C	0.00	283,143.00	0.00	283,143.00	100.0%
7240-18 · Bond Issue Costs - Buda 2022D	0.00	78,853.00	0.00	78,853.00	100.0%
<b>Total 7240 · Bond Issue Costs</b>	<b>0.00</b>	<b>888,012.00</b>	<b>0.00</b>	<b>888,012.00</b>	<b>100.0%</b>
<b>7250 · Interest Expense</b>					
7250-51 · Interest Expense - CRWA 2015A	4,737.84	42,640.52	56,854.00	-14,213.48	75.0%
7250-52 · Interest Expense - Kyle 2015B	6,967.34	62,706.02	83,608.00	-20,901.98	75.0%
7250-53 · Interest Expense - CRWA 2017A	19,003.96	171,035.63	228,047.00	-57,011.37	75.0%
7250-54 · Interest Expense - Kyle 2017B	17,333.04	155,997.37	207,996.00	-51,998.63	75.0%
7250-55 · Interest Expense - SM 2017C	13,690.16	123,211.48	164,282.00	-41,070.52	75.0%
7250-56 · Interest Expense - Buda 2017D	1,944.50	17,500.50	23,334.00	-5,833.50	75.0%
7250-57 · Interest Expense - CRWA 2019A	44,344.20	399,097.85	532,130.00	-133,032.15	75.0%
7250-58 · Interest Expense - Kyle 2019B	40,464.54	364,180.87	485,574.00	-121,393.13	75.0%
7250-59 · Interest Expense - SM 2019C	32,256.76	290,310.78	387,081.00	-96,770.22	75.0%

**Alliance Regional Water Authority  
Profit Loss / Budget vs. Actual  
For the One Month and Nine Months Ended  
June 30, 2023**

	June 2023	October 2022 June 2023	Annual Budget	Over/Under Budget	% of Annual Budget
7250-60 · Interest Expense - Buda 2019D	4,574.12	41,167.11	54,889.50	-13,722.39	75.0%
7250-61 · Interest Expense - CRWA 2020A	51,401.28	462,611.59	616,815.50	-154,203.91	75.0%
7250-62 · Interest Expense - Kyle 2020B	46,873.04	421,857.37	562,476.50	-140,619.13	75.0%
7250-63 · Interest Expense - SM 2020C	32,640.20	293,761.85	391,682.50	-97,920.65	75.0%
7250-64 · Interest Expense - Buda 2020D	4,622.50	41,602.50	55,470.00	-13,867.50	75.0%
7250-65 · Interest Expense - CRWA 2022A	52,255.36	391,915.20	375,000.00	16,915.20	104.51%
7250-66 · Interest Expense - Kyle 2022B	47,820.94	358,657.05	340,000.00	18,657.05	105.49%
7250-67 · Interest Expense - SM 2022C	48,666.50	364,998.75	340,000.00	24,998.75	107.35%
7250-68 · Interest Expense - Buda 2022D	6,896.62	51,724.65	50,000.00	1,724.65	103.45%
<b>Total 7250 · Interest Expense</b>	<b>476,492.90</b>	<b>4,054,977.09</b>	<b>4,955,240.00</b>	<b>-900,262.91</b>	<b>81.83%</b>
7325 · Dues	0.00	2,713.00	9,000.00	-6,287.00	30.14%
7350 · Insurance - Liability, E&O	0.00	4,897.04	7,000.00	-2,102.96	69.96%
7400 · Legal Fees	4,200.44	61,903.30	125,000.00	-63,096.70	49.52%
7410 · Newspaper Public Notices	0.00	1,124.84	2,000.00	-875.16	56.24%
7425 · Contract Services-Lobbyist	5,000.00	45,000.00	60,000.00	-15,000.00	75.0%
7430 · Agency Mgmt Public Relations	13,774.50	33,769.46	60,000.00	-26,230.54	56.28%
7440 · Region L Contributions	0.00	0.00	1,500.00	-1,500.00	0.0%
7450 · Permit & Fees	0.00	90,089.86	91,000.00	-910.14	99.0%
7500 · Supplies	530.65	8,981.59	29,000.00	-20,018.41	30.97%
7600 · Telephone, Telecommunications	126.26	1,136.57	3,800.00	-2,663.43	29.91%
7700 · Travel, Conferences & Meetings	107.83	3,128.17	5,000.00	-1,871.83	62.56%
<b>7800 · Employee Expenses</b>					
7810 · Salaries and wages	27,174.22	262,323.15	554,861.11	-292,537.96	47.28%
7820 · Auto Allowance	969.24	9,207.78	12,600.00	-3,392.22	73.08%
7821 · Phone Allowance	207.70	1,973.15	2,700.00	-726.85	73.08%
7830 · Payroll taxes	2,128.94	18,295.19	40,892.93	-22,597.74	44.74%
7840 · Employee Insurance	3,141.99	26,519.61	62,582.28	-36,062.67	42.38%
7850 · Retirement	2,389.96	23,030.61	48,463.68	-25,433.07	47.52%
7860 · Licenses & Permits	0.00	111.00	3,700.00	-3,589.00	3.0%
7865 · Mileage Reimbursement	0.00	0.00	2,500.00	-2,500.00	0.0%
7867 · Training	0.00	0.00	0.00	0.00	0.0%
7870 · Employee Expenses, Other	0.00	0.00	7,000.00	-7,000.00	0.0%
<b>Total 7800 · Employee Expenses</b>	<b>36,012.05</b>	<b>341,460.49</b>	<b>735,300.00</b>	<b>-393,839.51</b>	<b>46.44%</b>
<b>Total Expenses</b>	<b>683,562.12</b>	<b>7,277,916.16</b>	<b>7,654,060.00</b>	<b>-1,268,005.84</b>	<b>95.09%</b>
<b>Net Ordinary Income</b>	<b>-39,582.87</b>	<b>12,097,582.37</b>	<b>9,384,610.00</b>	<b>3,604,834.37</b>	<b>128.91%</b>
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
<b>8550 · Bond Principal</b>					
8550-51 · Bond Principal - CRWA 2015A	0.00	0.00	195,000.00	-195,000.00	0.0%
8550-52 · Bond Principal - Kyle 2015	0.00	0.00	95,000.00	-95,000.00	0.0%
8550-53 · Bond Principal - CRWA 2017A	0.00	0.00	270,000.00	-270,000.00	0.0%
8550-54 · Bond Principal - Kyle 2017B	0.00	0.00	245,000.00	-245,000.00	0.0%
8550-55 · Bond Principal - SM 2017C	0.00	0.00	555,000.00	-555,000.00	0.0%
8550-56 · Bond Principal - Buda 2017D	0.00	0.00	80,000.00	-80,000.00	0.0%
8550-57 · Bond Principal - CRWA 2019A	0.00	0.00	755,000.00	-755,000.00	0.0%
8550-58 · Bond Principal - Kyle 2019B	0.00	0.00	690,000.00	-690,000.00	0.0%
8550-59 · Bond Principal - SM 2019C	0.00	0.00	1,510,000.00	-1,510,000.00	0.0%
8550-60 · Bond Principal - Buda 2019D	0.00	0.00	215,000.00	-215,000.00	0.0%
8550-61 · Bond Principal - CRWA 2020A	0.00	0.00	1,110,000.00	-1,110,000.00	0.0%
8550-62 · Bond Principal - Kyle 2020B	0.00	0.00	1,015,000.00	-1,015,000.00	0.0%
8550-63 · Bond Principal - SM 2020C	0.00	0.00	2,190,000.00	-2,190,000.00	0.0%
8550-64 · Bond Principal - Buda 2020D	0.00	0.00	310,000.00	-310,000.00	0.0%
<b>Total 8550 · Bond Principal</b>	<b>0.00</b>	<b>0.00</b>	<b>9,235,000.00</b>	<b>-9,235,000.00</b>	<b>0.0%</b>
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>9,235,000.00</b>	<b>-9,235,000.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>-9,235,000.00</b>	<b>9,235,000.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-39,582.87</b>	<b>12,097,582.37</b>	<b>149,610.00</b>	<b>-189,192.87</b>	<b>8,086.08%</b>

**Alliance Regional Water Authority**  
**Chase VISA Credit Card Transactions**  
June 30, 2023

Type	Date	Name	Split	Amount	Balance
<b>2006 · Chase Bank VISA Card</b>					1,826.82
Credit Card Charge	05/17/2023	Austin Convention Center	7700 · Travel, Conf...	15.00	1,841.82
Credit Card Charge	05/17/2023	Courtyard	7700 · Travel, Conf...	54.56	1,896.38
Credit Card Charge	05/18/2023	Taco Clem	7700 · Travel, Conf...	38.97	1,935.35
Credit Card Charge	05/22/2023	Barton Publications	7410 · Newspaper ...	929.00	2,864.35
Credit Card Charge	05/25/2023	Bluebonnet Electric Coopera...	1440-35 · Shared C...	31.69	2,896.04
Credit Card Charge	05/25/2023	Adobo Acropro	7500 · Supplies	23.99	2,920.03
Credit Card Charge	05/26/2023	Squarespace Inc	7500 · Supplies	31.39	2,951.42
Credit Card Charge	05/26/2023	Solve Networks	7500 · Supplies	205.00	3,156.42
Credit Card Charge	05/30/2023	Marios Tacos	7700 · Travel, Conf...	34.34	3,190.76
Credit Card Charge	05/30/2023	Verizon	7600 · Telephone, T...	126.26	3,317.02
Credit Card Charge	05/31/2023	Henrys Restaurant	7700 · Travel, Conf...	26.67	3,343.69
Credit Card Charge	06/01/2023	Stamps Com	7500 · Supplies	20.19	3,363.88
Credit Card Charge	06/01/2023	UPS Store	7500 · Supplies	6.00	3,369.88
Credit Card Charge	06/05/2023	Jason's Deli	7700 · Travel, Conf...	26.49	3,396.37
Credit Card Charge	06/05/2023	Pedernales Electric	6201 · O&M, General	366.35	3,762.72
Credit Card Charge	06/06/2023	USPS	7500 · Supplies	8.13	3,770.85
Credit Card Charge	06/06/2023	Jaliscos	7700 · Travel, Conf...	27.23	3,798.08
Credit Card Charge	06/06/2023	Core & Main	6240 · O&M, Buda ...	545.00	4,343.08
Credit Card Charge	06/10/2023	Rackspace	7500 · Supplies	265.45	4,608.53
Credit Card Charge	06/13/2023	Willscot Mobile Mini	1440-05 · Phase 1A...	705.47	5,314.00
Credit Card Charge	06/13/2023	Google GSuite	7500 · Supplies	12.00	5,326.00
Check	06/15/2023	Chase	1005 · Broadway C...	-1,820.65	3,505.35
Check	06/15/2023	Chase	1005 · Broadway C...	-240.96	3,264.39
Credit Card Charge	06/15/2023	Bluebonnet Electric Coopera...	1440-35 · Shared C...	150.00	3,414.39
Credit Card Charge	06/15/2023	Adobo Acropro	7500 · Supplies	21.64	3,436.03
Credit Card Charge	06/16/2023	Rackspace	7500 · Supplies	116.62	3,552.65

Total 2006 · Chase Bank VISA Card

1,725.83

3,552.65

**TOTAL**

**1,725.83**

**3,552.65**



# **Alliance Regional Water Authority**

**Financial Statements  
(Compilation)**

**For the One Month Ended and Year-to-Date  
July 31, 2023**



## Alliance Regional Water Authority

## Balance Sheet

As of July 31, 2023

	Jul 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-606,582.07
1010 · Broadway Savings (4415)	1,066,651.69
	460,069.62
<b>Total 1004 · Broadway Bank</b>	<b>460,069.62</b>
1015 · TexStar	
1015-01 · TexStar (3310)	454,513.83
1015-02 · TexStar (0300)	8,972,915.37
	9,427,429.20
<b>Total 1015 · TexStar</b>	<b>9,427,429.20</b>
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	3,024,715.59
1052 · Kyle Debt Service (2787)	2,568,732.37
1055 · San Marcos Debt Service (6390)	2,844,074.65
1056 · Buda Debt Service (6391)	620,092.11
	9,057,614.72
<b>Total 1050 · Broadway Bank (Reserved)</b>	<b>9,057,614.72</b>
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	347,168.40
1106 · BOKF, Escrow, Kyle Series 2015B	229,962.43
1111 · BOKF, Escrow, CRWA Series 2019A	1,844,791.89
1112 · BOKF, Escrow, Kyle Series 2019B	1,682,350.57
1113 · BOKF, Escrow, SM Series 2019C	2,141,741.74
1114 · BOKF, Escrow, Buda Series 2019D	303,099.13
1115 · BOKF, Escrow, CRWA Series 2020A	14,334,095.16
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,647,632.50
1117 · BOKF, Escrow, Kyle Series 2020B	13,070,660.89
1118 · BOKF, Escrow, Kyle 2020B-LM68	7,880,722.35
1119 · BOKF, Escrow, SM Series 2020C	16,674,579.48
1120 · BOKF, Escrow, SM 2020C-LM69	10,036,133.64
1121 · BOKF, Escrow, BUDA Series 2020D	2,260,319.49
1122 · BOKF, Escrow, Buda 2020D-LM70	1,414,488.65
1123 · BOKF, Escrow, CRWA Series 2022A	14,947,791.47
1124 · BOKF, Escrow, Kyle Series 2022B	13,622,654.73
1125 · BOKF, Escrow, SM 2022C	17,380,280.08
1126 · BOKF, Escrow, Buda Series 2022D	2,424,086.26
	129,242,558.86
<b>Total 1100 · Escrow Accounts</b>	<b>129,242,558.86</b>
<b>Total Checking/Savings</b>	<b>148,187,672.40</b>
<b>Accounts Receivable</b>	
1200 · Accounts Receivable	0.49
1201 · Accounts Receivable, GBRA	-32,463,895.89
	-32,463,895.40
<b>Total Accounts Receivable</b>	<b>-32,463,895.40</b>
<b>Total Current Assets</b>	<b>115,723,777.00</b>
<b>Fixed Assets</b>	
1405 · Engineering & Construction Cost	2,406,324.92
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	64,673.27
1420-02 · Hydrogeologic Support	225,220.52
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	45,251.01
	465,239.96
<b>Total 1420 · Projects in Progress (Cash)</b>	<b>465,239.96</b>

## Alliance Regional Water Authority

## Balance Sheet

As of July 31, 2023

08/20/23

Accrual Basis

	Jul 31, 23
<b>1430 · Projects in Progress Eng (Cash)</b>	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	50,760.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	65,586.00
1430-09 · GCUWCD Monitoring Wells	129,175.39
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	85,739.00
1430-12 · Phase 1B Programming	107,761.14
1430-13 · ARWA-GBRA MOU Study	15,000.00
1430-14 · Phase 1A GIS	59,840.62
<b>Total 1430 · Projects in Progress Eng (Cash)</b>	<b>887,229.39</b>
<b>1440 · Projects in Prog Eng. (Finance)</b>	
1440-01 · Engineering-Phase 1A Pipeline	540,838.84
1440-02 · Engineering-Phase 1A Pump Stat	1,001,947.66
1440-03 · Engineering-ROW Acquisition	409,078.13
1440-04 · Phase 1A Const Observation	1,310,196.56
1440-05 · Phase 1A-Construction Trailer	78,225.16
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	4,888,392.60
1440-08 · Phase 1A Segment B Construction	3,757,344.92
1440-15 · Land Acquisition Phase 1B	41,151,501.15
1440-16 · Phase 1B-Owners Rep	12,612,328.20
1440-17 · Phase 1B Environmental	3,786,640.01
1440-18 · Phase 1B Segment A Design	3,111,700.96
1440-19 · Phase 1B Segment B Design	2,945,225.16
1440-20 · Phase 1B Segment C Design	3,937,052.64
1440-21 · Phase 1B Segment D Design	2,998,327.76
1440-22 · Phase 1B Segment E Design	2,444,236.33
1440-23 · Phase 1B Land Attorney	4,258,600.67
1440-24 · Phase 1B Hydrogeology	540,941.00
1440-25 · Phase 1B WTP Design	5,616,393.28
1440-26 · Raw Water Infr.	1,637,846.15
1440-27 · Phase 1B Program Survey	3,470,013.41
1440-28 · Phase 1B BPS Design	3,083,013.46
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	461,129.43
1440-31 · Construction Mgmt & Inspection	8,999,402.75
1440-32 · Phase 1B Construction ARWA Only	3,841,392.95
1440-33 · SCADA Programming	612,061.06
1440-34 · Materials Testing	1,003,670.80
1440-35 · Shared Construction	144,481,317.09
<b>Total 1440 · Projects in Prog Eng. (Finance)</b>	<b>266,453,111.75</b>
<b>1447 · Land &amp; Easements</b>	<b>938,215.70</b>
<b>1448 · Capitalized Interest</b>	
1448-51 · Cap Interest, CRWA Series 2015A	152,369.03
1448-52 · Cap Interest, Kyle Series 2015B	222,143.28
1448-53 · Cap Interest, CRWA Series 2017A	127,269.80
1448-54 · Cap Interest, Kyle Series 2017B	116,100.88
1448-55 · Cap Interest, SM Series 2017C	65,904.35
1448-56 · Cap Interest, Buda Series 2017D	9,576.21
<b>Total 1448 · Capitalized Interest</b>	<b>693,363.55</b>
<b>Total Fixed Assets</b>	<b>271,843,485.27</b>

## Alliance Regional Water Authority

## Balance Sheet

As of July 31, 2023

	Jul 31, 23
Other Assets	
1900 · Deferred Outflow	48,214.34
<b>Total Other Assets</b>	<b>48,214.34</b>
<b>TOTAL ASSETS</b>	<b>387,615,476.61</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	5,537,605.95
<b>Total Accounts Payable</b>	<b>5,537,605.95</b>
Credit Cards	
2006 · Chase Bank VISA Card	5,958.61
<b>Total Credit Cards</b>	<b>5,958.61</b>
Other Current Liabilities	
2100 · Payroll Liabilities	0.81
2102 · 401(a) Liability	3,782.58
2103 · Net Pension Liability	-16,518.00
2104 · Pension Deferred Inflows	23,905.00
2106 · Accrued Vacation	23,476.42
2300 · Accrued Costs	330,643.18
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	26,058.12
2352 · Accrued Int Payable, Kyle 2015B	38,320.37
2353 · Accrued Int Payable, CRWA 2017A	104,521.78
2354 · Accrued Int Payable, Kyle 2017B	95,331.72
2355 · Accrued Int Payable, SM 2017C	75,295.88
2356 · Accrued Int Payable, Buda 2017D	10,694.75
2357 · Accrued Int Payable, CRWA 2019A	243,893.10
2358 · Accrued Int Payable, Kyle 2019B	222,554.97
2359 · Accrued Int Payable, SM 2019C	177,412.18
2360 · Accrued Int Payable, Buda 2019D	25,157.66
2361 · Accrued Int Payable, CRWA 2020A	282,707.04
2362 · Accrued Int Payable, Kyle 2020B	257,801.72
2363 · Accrued Int Payable, SM 2020C	179,521.10
2364 · Accrued Int Payable, Buda 2020D	25,423.75
2365 · Accrued Int Payable, CRWA 2022A	444,170.56
2366 · Accrued Int Payable, Kyle 2022B	406,477.99
2367 · Accrued Int Payable, SM 2022C	413,665.25
2368 · Accrued Int Payable, Buda 2022D	58,621.27
<b>Total 2350 · Accrued Interest Payable</b>	<b>3,087,629.21</b>
<b>Total Other Current Liabilities</b>	<b>3,452,919.20</b>
<b>Total Current Liabilities</b>	<b>8,996,483.76</b>
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	2,840,000.00
2502 · Bond Payable, Kyle Series 2015B	2,980,000.00
2503 · Bond Payable, CRWA Series 2017A	8,805,000.00
2504 · Bond Payable, Kyle Series 2017B	8,030,000.00
2505 · Bond Payable, SM Series 2017C	9,265,000.00
2506 · Bond Payable, Buda Series 2017D	1,315,000.00
2507 · Bond Payable, CRWA Series 2019A	25,040,000.00
2508 · Bond Payable, Kyle Series 2019B	22,845,000.00
2509 · Bond Payable, SM Series 2019C	27,815,000.00
2510 · Bond Payable, Buda Series 2019D	3,945,000.00
2511 · Bond Payable, CRWA Series 2020A	36,755,000.00
2512 · Bond Payable, Kyle Series 2020B	33,520,000.00
2513 · Bond Payable, SM Series 2020C	41,765,000.00
2514 · Bond Payable, Buda Series 2020D	5,915,000.00
2515 · Bond Payable, CRWA 2022A	14,830,000.00

## Alliance Regional Water Authority

## Balance Sheet

As of July 31, 2023

08/20/23

Accrual Basis

	Jul 31, 23
2516 · Bond Payable, Kyle 2022B	13,520,000.00
2517 · Bond Payable, SM 2022C	17,210,000.00
2518 · Bond Payable, Buda 2022D	2,440,000.00
<b>Total Long Term Liabilities</b>	<b>278,835,000.00</b>
<b>Total Liabilities</b>	<b>287,831,483.76</b>
<b>Equity</b>	
2925 · Net Investment in Capital Asset	56,633,807.98
2950 · Retained Earnings	31,116,504.05
Net Income	12,033,680.82
<b>Total Equity</b>	<b>99,783,992.85</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>387,615,476.61</b>

**Alliance Regional Water Authority  
Profit Loss / Budget vs. Actual  
For the One Month and Ten Months Ended  
July 31, 2023**

	July 2023	October 2022 July 2023	Annual Budget	Over/Under Budget	% of Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4010 · Project Contribution</b>					
4011 · City of San Marcos	0.00	3,015,560.50	6,524,195.50	-3,508,635.00	46.22%
4012 · City of Kyle	0.00	3,245,386.50	4,499,330.50	-1,253,944.00	72.13%
4013 · City of Buda	0.00	673,012.17	928,392.50	-255,380.33	72.49%
4014 · Canyon Regional Water Authority	0.00	3,599,663.83	4,988,321.50	-1,388,657.67	72.16%
4015 · GBRA	0.00	3,350,736.52	0.00	3,350,736.52	100.0%
<b>Total 4010 · Project Contribution</b>	<b>0.00</b>	<b>13,884,359.52</b>	<b>16,940,240.00</b>	<b>-3,055,880.48</b>	<b>81.96%</b>
<b>4200 · Shared Water</b>					
4210 · Shared Water, City of Buda	20,520.00	175,260.00	0.00	175,260.00	100.0%
4211 · Shared Water, County Line SUD	25,976.26	201,881.51	0.00	201,881.51	100.0%
<b>Total 4200 · Shared Water</b>	<b>46,496.26</b>	<b>377,141.51</b>	<b>0.00</b>	<b>377,141.51</b>	<b>100.0%</b>
<b>4250 · Non Potable Water Sales</b>	3,332.34	25,573.34	0.00	25,573.34	100.0%
<b>4300 · Broadway Interest Income</b>					
4311 · City of San Marcos	6,552.69	34,799.07	1,250.00	33,549.07	2,783.93%
4312 · City of Kyle	6,313.58	38,850.98	980.00	37,870.98	3,964.39%
4313 · City of Buda	869.78	5,397.49	175.00	5,222.49	3,084.28%
4314 · Canyon Regional Water Authority	7,363.80	43,316.60	1,075.00	42,241.60	4,029.45%
<b>Total 4300 · Broadway Interest Income</b>	<b>21,099.85</b>	<b>122,364.14</b>	<b>3,480.00</b>	<b>118,884.14</b>	<b>3,516.21%</b>
<b>4350 · Escrow Accounts Income</b>					
4351 · BOKF, CRWA Series 2015A	1,368.05	10,844.44	0.00	10,844.44	100.0%
4352 · BOKF, Kyle Series 2015B	906.19	7,183.31	0.00	7,183.31	100.0%
4357 · BOKF, CRWA Series 2019A	7,269.59	57,625.53	0.00	57,625.53	100.0%
4358 · BOKF, Kyle Series 2019B	6,629.47	52,551.35	0.00	52,551.35	100.0%
4359 · BOKF, SM Series 2019C	8,439.75	66,901.27	0.00	66,901.27	100.0%
4360 · BOKF, Buda Series 2019D	1,194.39	9,467.85	0.00	9,467.85	100.0%
4361 · BOKF, CRWA Series 2020A	56,484.94	680,195.40	0.00	680,195.40	100.0%
4362 · BOKF, CRWA Series 2020A-LM67	34,076.86	270,124.97	0.00	270,124.97	100.0%
4363 · BOKF, Kyle Series 2020B	51,506.25	620,262.01	0.00	620,262.01	100.0%
4364 · BOKF, Kyle Series 2020B-LM68	31,054.77	246,169.07	0.00	246,169.07	100.0%
4365 · BOKF, SM Series 2020C	65,707.85	790,703.36	0.00	790,703.36	100.0%
4366 · BOKF, SM Series 2020C-LM69	39,548.40	313,497.37	0.00	313,497.37	100.0%
4367 · BOKF, Buda Series 2020D	8,907.01	108,831.62	0.00	108,831.62	100.0%
4368 · BOKF, Buda Series 2020D-LM70	5,573.93	44,184.18	0.00	44,184.18	100.0%
4369 · BOKF, CRWA Series 2022A	58,903.27	390,264.47	0.00	390,264.47	100.0%
4370 · BOKF, Kyle Series 2022B	53,681.44	356,897.73	0.00	356,897.73	100.0%
4371 · BOKF, SM Series 2022C	68,488.74	453,773.08	0.00	453,773.08	100.0%
4372 · BOKF, Buda Series 2022D	9,552.35	63,289.26	0.00	63,289.26	100.0%
<b>Total 4350 · Escrow Accounts Income</b>	<b>509,293.25</b>	<b>4,542,766.27</b>	<b>0.00</b>	<b>4,542,766.27</b>	<b>100.0%</b>
<b>4370 · TexStar Interest Income</b>					
4371 · City of San Marcos	18,242.98	367,008.53	21,500.00	345,508.53	1,707.02%
4372 · City of Kyle	14,330.86	288,305.36	16,900.00	271,405.36	1,705.95%
4373 · City of Buda	2,584.34	51,991.17	3,050.00	48,941.17	1,704.63%
4374 · Canyon Regional Water Authority	15,714.60	316,143.17	18,500.00	297,643.17	1,708.88%
<b>Total 4370 · TexStar Interest Income</b>	<b>50,872.78</b>	<b>1,023,448.23</b>	<b>59,950.00</b>	<b>963,498.23</b>	<b>1,707.17%</b>
4901 · Miscellaneous Income	0.00	30,940.00	35,000.00	-4,060.00	88.4%
<b>Total Income</b>	<b>631,094.48</b>	<b>20,006,593.01</b>	<b>17,038,670.00</b>	<b>2,967,923.01</b>	<b>117.42%</b>
<b>Expenses</b>					
<b>6000 · Groundwater Reservation Costs</b>	106,492.32	1,402,296.12	1,520,470.00	-118,173.88	92.23%
<b>6010 · Shared Water Costs</b>					
6015 · Shared Water, City of Kyle	4,698.05	46,920.60	0.00	46,920.60	100.0%
6020 · Shared Water, City of San Marcos	47,089.41	406,143.13	0.00	406,143.13	100.0%
<b>Total 6010 · Shared Water Costs</b>	<b>51,787.46</b>	<b>453,063.73</b>	<b>0.00</b>	<b>453,063.73</b>	<b>100.0%</b>
<b>6200 · Plant Operations &amp; Maintenance</b>					
6201 · O&M, General	17,416.12	39,052.47	9,000.00	30,052.47	433.92%
6240 · O&M, Buda BPS	0.00	4,138.37	23,750.00	-19,611.63	17.43%
<b>Total 6200 · Plant Operations &amp; Maintenance</b>	<b>17,416.12</b>	<b>43,190.84</b>	<b>32,750.00</b>	<b>10,440.84</b>	<b>131.88%</b>
7125 · Auditing fees	0.00	11,250.00	13,000.00	-1,750.00	86.54%
7210 · Bank Fees	188.16	2,956.12	4,000.00	-1,043.88	73.9%
7220 · Escrow and Paying Agent Fees	0.00	3,850.00	60,000.00	-56,150.00	6.42%
7240 · Bond Issue Costs					
7240-15 · Bond Issue Costs - CRWA 2022A	0.00	272,123.00	0.00	272,123.00	100.0%
7240-16 · Bond Issue Costs - Kyle 2022B	0.00	253,893.00	0.00	253,893.00	100.0%
7240-17 · Bond Issue Costs - SM 2022C	0.00	283,143.00	0.00	283,143.00	100.0%
7240-18 · Bond Issue Costs - Buda 2022D	0.00	78,853.00	0.00	78,853.00	100.0%
<b>Total 7240 · Bond Issue Costs</b>	<b>0.00</b>	<b>888,012.00</b>	<b>0.00</b>	<b>888,012.00</b>	<b>100.0%</b>
<b>7250 · Interest Expense</b>					
7250-51 · Interest Expense - CRWA 2015A	4,737.84	47,378.36	56,854.00	-9,475.64	83.33%
7250-52 · Interest Expense - Kyle 2015B	6,967.34	69,673.36	83,608.00	-13,934.64	83.33%
7250-53 · Interest Expense - CRWA 2017A	19,003.96	190,039.59	228,047.00	-38,007.41	83.33%
7250-54 · Interest Expense - Kyle 2017B	17,333.04	173,330.41	207,996.00	-34,665.59	83.33%
7250-55 · Interest Expense - SM 2017C	13,690.16	136,901.64	164,282.00	-27,380.36	83.33%
7250-56 · Interest Expense - Buda 2017D	1,944.50	19,445.00	23,334.00	-3,889.00	83.33%
7250-57 · Interest Expense - CRWA 2019A	44,344.20	443,442.05	532,130.00	-88,687.95	83.33%
7250-58 · Interest Expense - Kyle 2019B	40,464.54	404,645.41	485,574.00	-80,928.59	83.33%
7250-59 · Interest Expense - SM 2019C	32,256.76	322,567.54	387,081.00	-64,513.46	83.33%

**Alliance Regional Water Authority  
Profit Loss / Budget vs. Actual  
For the One Month and Ten Months Ended  
July 31, 2023**

	July 2023	October 2022 July 2023	Annual Budget	Over/Under Budget	% of Annual Budget
7250-60 · Interest Expense - Buda 2019D	4,574.12	45,741.23	54,889.50	-9,148.27	83.33%
7250-61 · Interest Expense - CRWA 2020A	51,401.28	514,012.87	616,815.50	-102,802.63	83.33%
7250-62 · Interest Expense - Kyle 2020B	46,873.04	468,730.41	562,476.50	-93,746.09	83.33%
7250-63 · Interest Expense - SM 2020C	32,640.20	326,402.05	391,682.50	-65,280.45	83.33%
7250-64 · Interest Expense - Buda 2020D	4,622.50	46,225.00	55,470.00	-9,245.00	83.33%
7250-65 · Interest Expense - CRWA 2022A	52,255.36	444,170.56	375,000.00	69,170.56	118.45%
7250-66 · Interest Expense - Kyle 2022B	47,820.94	406,477.99	340,000.00	66,477.99	119.55%
7250-67 · Interest Expense - SM 2022C	48,666.50	413,665.25	340,000.00	73,665.25	121.67%
7250-68 · Interest Expense - Buda 2022D	6,896.62	58,621.27	50,000.00	8,621.27	117.24%
<b>Total 7250 · Interest Expense</b>	<b>476,492.90</b>	<b>4,531,469.99</b>	<b>4,955,240.00</b>	<b>-423,770.01</b>	<b>91.45%</b>
7325 · Dues	0.00	2,713.00	9,000.00	-6,287.00	30.14%
7350 · Insurance - Liability, E&O	0.00	4,897.04	7,000.00	-2,102.96	69.96%
7400 · Legal Fees	4,888.14	66,791.44	125,000.00	-58,208.56	53.43%
7410 · Newspaper Public Notices	0.00	1,124.84	2,000.00	-875.16	56.24%
7425 · Contract Services-Lobbyist	0.00	45,000.00	60,000.00	-15,000.00	75.0%
7430 · Agency Mgmt Public Relations	0.00	33,769.46	60,000.00	-26,230.54	56.28%
7440 · Region L Contributions	0.00	0.00	1,500.00	-1,500.00	0.0%
7450 · Permit & Fees	0.00	90,089.86	91,000.00	-910.14	99.0%
7500 · Supplies	900.99	9,882.58	29,000.00	-19,117.42	34.08%
7600 · Telephone, Telecommunications	0.00	1,136.57	3,800.00	-2,663.43	29.91%
7700 · Travel, Conferences & Meetings	33.60	3,161.77	5,000.00	-1,838.23	63.24%
<b>7800 · Employee Expenses</b>					
7810 · Salaries and wages	27,849.22	290,172.37	554,861.11	-264,688.74	52.3%
7820 · Auto Allowance	969.24	10,177.02	12,600.00	-2,422.98	80.77%
7821 · Phone Allowance	207.70	2,180.85	2,700.00	-519.15	80.77%
7830 · Payroll taxes	2,181.27	20,476.46	40,892.93	-20,416.47	50.07%
7840 · Employee Insurance	3,141.99	29,661.60	62,582.28	-32,920.68	47.4%
7850 · Retirement	2,446.92	25,477.53	48,463.68	-22,986.15	52.57%
7860 · Licenses & Permits	0.00	111.00	3,700.00	-3,589.00	3.0%
7865 · Mileage Reimbursement	0.00	0.00	2,500.00	-2,500.00	0.0%
7867 · Training	0.00	0.00	0.00	0.00	0.0%
7870 · Employee Expenses, Other	0.00	0.00	7,000.00	-7,000.00	0.0%
<b>Total 7800 · Employee Expenses</b>	<b>36,796.34</b>	<b>378,256.83</b>	<b>735,300.00</b>	<b>-357,043.17</b>	<b>51.44%</b>
<b>Total Expenses</b>	<b>694,996.03</b>	<b>7,972,912.19</b>	<b>7,654,060.00</b>	<b>-573,009.81</b>	<b>104.17%</b>
<b>Net Ordinary Income</b>	<b>-63,901.55</b>	<b>12,033,680.82</b>	<b>9,384,610.00</b>	<b>3,540,932.82</b>	<b>128.23%</b>
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
<b>8550 · Bond Principal</b>					
8550-51 · Bond Principal - CRWA 2015A	0.00	0.00	195,000.00	-195,000.00	0.0%
8550-52 · Bond Principal - Kyle 2015	0.00	0.00	95,000.00	-95,000.00	0.0%
8550-53 · Bond Principal - CRWA 2017A	0.00	0.00	270,000.00	-270,000.00	0.0%
8550-54 · Bond Principal - Kyle 2017B	0.00	0.00	245,000.00	-245,000.00	0.0%
8550-55 · Bond Principal - SM 2017C	0.00	0.00	555,000.00	-555,000.00	0.0%
8550-56 · Bond Principal - Buda 2017D	0.00	0.00	80,000.00	-80,000.00	0.0%
8550-57 · Bond Principal - CRWA 2019A	0.00	0.00	755,000.00	-755,000.00	0.0%
8550-58 · Bond Principal - Kyle 2019B	0.00	0.00	690,000.00	-690,000.00	0.0%
8550-59 · Bond Principal - SM 2019C	0.00	0.00	1,510,000.00	-1,510,000.00	0.0%
8550-60 · Bond Principal - Buda 2019D	0.00	0.00	215,000.00	-215,000.00	0.0%
8550-61 · Bond Principal - CRWA 2020A	0.00	0.00	1,110,000.00	-1,110,000.00	0.0%
8550-62 · Bond Principal - Kyle 2020B	0.00	0.00	1,015,000.00	-1,015,000.00	0.0%
8550-63 · Bond Principal - SM 2020C	0.00	0.00	2,190,000.00	-2,190,000.00	0.0%
8550-64 · Bond Principal - Buda 2020D	0.00	0.00	310,000.00	-310,000.00	0.0%
<b>Total 8550 · Bond Principal</b>	<b>0.00</b>	<b>0.00</b>	<b>9,235,000.00</b>	<b>-9,235,000.00</b>	<b>0.0%</b>
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>9,235,000.00</b>	<b>-9,235,000.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>-9,235,000.00</b>	<b>9,235,000.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>-63,901.55</b>	<b>12,033,680.82</b>	<b>149,610.00</b>	<b>-213,511.55</b>	<b>8,043.37%</b>

**Alliance Regional Water Authority**  
**Chase VISA Credit Card Transactions**  
**July 31, 2023**

Type	Date	Name	Split	Amount	Balance
<b>2006 · Chase Bank VISA Card</b>					3,552.65
Credit Card Charge	06/23/2023	Home Depot	7500 · Supplies	19.24	3,571.89
Credit Card Charge	06/23/2023	Henrys Restaurant	7700 · Travel, Conf...	24.55	3,596.44
Credit Card Charge	06/25/2023	Adobo Acropro	7500 · Supplies	23.99	3,620.43
Credit Card Charge	06/26/2023	Squarespace Inc	7500 · Supplies	31.39	3,651.82
Credit Card Charge	06/26/2023	Costco Gas	6240 · O&M, Buda ...	22.62	3,674.44
Credit Card Charge	06/26/2023	Home Depot	6240 · O&M, Buda ...	47.98	3,722.42
Credit Card Charge	06/30/2023	Loop & Lils Pizza	7700 · Travel, Conf...	29.56	3,751.98
Credit Card Charge	06/30/2023	UPS Store	7500 · Supplies	6.00	3,757.98
Credit Card Charge	06/30/2023	Verizon	7600 · Telephone, T...	126.26	3,884.24
Credit Card Charge	07/01/2023	Stamps Com	7500 · Supplies	20.19	3,904.43
Credit Card Charge	07/01/2023	Google GSuite	7500 · Supplies	1.71	3,906.14
Credit Card Charge	07/01/2023	Google GSuite	7500 · Supplies	15.15	3,921.29
Credit Card Charge	07/02/2023	Fedex	7500 · Supplies	28.28	3,949.57
Credit Card Charge	07/03/2023	Pedernales Electric	6201 · O&M, General	407.28	4,356.85
Credit Card Charge	07/05/2023	NW Neighborwho.com	7500 · Supplies	1.00	4,357.85
Credit Card Charge	07/05/2023	Fedex	7500 · Supplies	28.28	4,386.13
Credit Card Charge	07/10/2023	Office Depot	7500 · Supplies	304.83	4,690.96
Credit Card Charge	07/10/2023	Rackspace	7500 · Supplies	265.45	4,956.41
Credit Card Charge	07/12/2023	Mcafee	7500 · Supplies	75.76	5,032.17
Credit Card Charge	07/12/2023	UPS Store	7500 · Supplies	24.00	5,056.17
Credit Card Charge	07/12/2023	Tri-County Gravesite	1440-35 · Shared C...	4,135.15	9,191.32
Check	07/14/2023	Chase	1005 · Broadway C...	-3,552.65	5,638.67
Credit Card Charge	07/14/2023	Spicy Bite	7700 · Travel, Conf...	33.60	5,672.27
Credit Card Charge	07/14/2023	Bluebonnet Electric Coopera...	1440-35 · Shared C...	150.00	5,822.27
Credit Card Charge	07/15/2023	Adobo Acropro	7500 · Supplies	21.64	5,843.91
Credit Card Charge	07/16/2023	Rackspace	7500 · Supplies	114.70	5,958.61
Total 2006 · Chase Bank VISA Card				2,405.96	5,958.61
<b>TOTAL</b>				<b>2,405.96</b>	<b>5,958.61</b>

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

**BOARD MEMBER PACKETS**  
Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

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Background/Information

The September Technical Committee meeting was canceled.

**Board Decision(s) Needed:**

- None.



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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- 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 12th; they held a public hearing to hear CRWA's request to amend their permit to add 920 acre-feet per year from the Carrizo Aquifer. The GCUWCD approved their tax rate and budgets for the next fiscal year. Finally, the GCUWCD indicated that they would open a rule-making session to account for changes from the recent legislative session..

Plum Creek Conservation District (PCCD)

The PCCD met on September 19th – no issues directly affecting the Authority were discussed.

Groundwater Management Area 13

No update.

Region L Planning Group

No update.

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

No update.

**Board Decision(s) Needed:**

- None.

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- 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**

Leaseholder Update Meeting

- The next leaseholder update meeting is scheduled for Saturday, November 11<sup>th</sup> from 11 AM – 1 PM at the Delhi Volunteer Fire Department.

RFQ for Carrizo Expansion Design Services

- Staff is developing and anticipates releasing a Request for Qualifications for engineering design of the Carrizo Expansion Project. This would be for services for the well field, water treatment plant expansion and booster pump station expansion, should the Authority reach an agreement with GBRA for the expansion. Issuing the RFQ now will ensure that engineering will be ready to begin if/when an agreement is reached with GBRA.

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.1** Consider adoption of Resolution 2023-09-27-001 approving Work Order #8 with RW Harden & Associates for general hydrogeological services through September 30, 2024, 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 2022. That contract is set to expire on September 30, 2023 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: 4

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 2023-09-27-001
- RW Harden Work Order #8 for General Hydrogeological Services.

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.

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

**BOARD MEMBER PACKETS**  
Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**Board Decision(s) Needed:**

- Adoption of Resolution 2023-09-27-001 approving a work order with R.W. Harden & Associates, Inc. for hydrogeological services through September 30, 2024.



# ALLIANCE WATER

## RESOLUTION NO. 20230927-001

### 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 2022.

2. The Authority is in need of continued hydrogeological consulting services for Fiscal Year 2023-24.

3. The Authority Administrative Committee, at its meeting on September 12, 2023, recommended that the Authority enter into a work order with R.W. Harden & Associates, Inc. for a one-year period from October 1, 2023 through September 30, 2024 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 27, 2023

#### ATTEST:

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

\_\_\_\_\_  
Amber Schmeits  
Secretary, Board of Directors

## 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) **Monitor Well Construction** – Rebidding of the monitor well construction contract will likely occur in late 2023. RWH&A will provide assistance during the bidding process and provide recommendations for selection of a drilling contractor. Provide onsite observation of drilling, logging, and construction processes.
- 4) **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 27, 2023 at 3:00 P.M.  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.2** Consider adoption of Resolution 2023-09-27-002 approving an agreement for public relations services with Concept Development & Planning, LLC through September 30, 2024, 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 2022. That contract is set to expire on September 30, 2023 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: 6

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 2023-09-27-002
- Concept Development & Planning Agreement through September 30, 2024

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of a work order with Concept Development & Planning – they did not review the details of the work order.

**Board Decision(s) Needed:**

- Adoption of Resolution 2023-09-27-002 approving a work order with Concept Development & Planning for public relations services through September 30, 2024.





## ALLIANCE WATER

### RESOLUTION NO. 20230927-002

**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 and September 2022.
2. The Authority is in need of continued public relations services for Fiscal Year 2023-24.
3. The Authority's Administrative Committee, at its meeting on September 12, 2023, recommended that the Authority renew an agreement with CD&P for a one-year period from October 1, 2023 through September 30, 2024.

**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 27, 2023

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Schmeits  
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 \$75,000 for the fourth term.

#### Hourly Rates through September 30, 2024

Position	Rate
Project Manager	\$175
Principal/Director	\$200
Engagement Manager	\$135
Creative Director	\$150
Specialist	\$125
Coordinator	\$80

\*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, 2024 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.

**Legal Remedies**

Though it is not anticipated, should either Party consider the other Party to be in breach of this Agreement, the nonbreaching Party will provide immediate written notice of the alleged breach and an opportunity for the other Party to address and cure the alleged breach. The Parties agree to attempt to amicably resolve any alleged breach and will not pursue any legal remedy until 60 (sixty) calendar days have passed since the notice of alleged breach. Venue is in Hays County. In the event legal action is brought by Client or Firm against the other to enforce any obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each Party shall pay their own respective legal fees and associated costs and expenses.

Approved for  
Alliance Regional Water Authority

Accepted for  
Concept Development & Planning, LLC

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

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

Title:

Title: President

Date:

Date: September 12, 2023

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.3** Consider adoption of Resolution 2023-09-27-003 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 2022. That contract is set to expire on September 30, 2023 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.

**Lloyd Gosselink - General Legal Counsel**

No. of Reviewers: 6

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

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Attachment(s)

- Resolution 2023-09-27-003
- Lloyd Gosselink Agreement Legal Counsel Services for FY 2023-24

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. – they did not review the details of the work order.

**Board Decision(s) Needed:**

- Adoption of Resolution 2023-09-27-003 approving an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. for general counsel legal services through September 30, 2024.



**RESOLUTION NO. 20230927-003**

**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, September 2021 and September 2022.
2. The Authority is in need of continued general counsel legal services for Fiscal Year 2023-24.
3. The Authority's Administrative Committee, at its meeting on September 12, 2023, recommended that the Authority renew an agreement with Lloyd Gosselink for a one-year period from October 1, 2023 through September 30, 2024.

**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 27, 2023

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Schmeits  
Secretary, Board of Directors



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

September 7, 2023

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, 2023. 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, 2023.

### **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 \$365 per hour; my associates Cole Ruiz and Madison Huerta at the rates of \$310 and \$275 per hour, respectively; and my paralegal Audrey Cooper at the rate of \$165 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,

/ draft proposed /

Michael A. Gershon

AGREED AND ACCEPTED:

ALLIANCE REGIONAL WATER AUTHORITY

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

\_\_\_\_\_  
Date

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.4** Consider adoption of Resolution 2023-09-27-004 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 September 2022. That contract is set to expire on September 30, 2023 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.

**The Schlueter Group - Governmental Affairs**

No. of Reviewers: 6

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 2023-09-27-004
- The Schlueter Group Agreement for governmental relations for FY 2023-24

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Administrative Committee Recommendation(s)

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

**Board Decision(s) Needed:**

- Adoption of Resolution 2023-09-27-004 approving an agreement with The Schlueter Group for governmental relations services through September 30, 2024.



**RESOLUTION NO. 202309027-004**

**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. A new agreement was entered into in September 2022.

2. Alliance Water is in need of governmental relations services for FY 2023-24 as the Texas Legislature will return to session.

3. The Authority's Administrative Committee, at its meeting on September 12, 2023, recommended that the Authority renew an agreement with The Schlueter Group for a one-year period from October 1, 2023 through September 30, 2024.

**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 27, 2023

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Schmeits  
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, 2023, 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, 2023 and terminate on September 30, 2024.

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 at Austin, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**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 the legislative interim during the 2023 and 2024 period and preparation of legislative strategy leading up to the 2025 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.
9. Track interim legislative committee issues and hearings in the Texas House and Senate and report any interesting discussions that may be pertinent or important to the Client.

## **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, 2023 and lasts through September 30, 2024.

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.5** Consider adoption of Resolution 2023-09-27-005 approving an agreement for audit services with Armstrong, Vaughan and Associates (AVA) provided that a different manager is the lead auditor for AVA. ~ *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 \$12,500.
- The audit is scheduled to be completed by the end of February 2023 and presented to the Board of Directors no later than the end of March 2023.
- This agreement is only for FY 2022-23.
- The agreement includes a change in the audit manager from AVA.

Below is a graphic representation of the cumulative scores for the various categories.

**Armstrong, Vaughan & Associates - Audit Services**

No. of Reviewers: 1

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

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Attachment(s)

- Resolution 2023-09-27-005
- The Armstrong, Vaughan & Associates Agreement for audit of the FY 2022-23 financials

**Board Decision(s) Needed:**

- Adoption of Resolution 2023-09-27-005 approving an agreement with Armstrong, Vaughan & Associates for audit of the FY 2022-23 financials.





**RESOLUTION NO. 20230927-005**

**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 2022-22 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 2022-23.
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, FY 20-21 and FY 21-22 respectively.
4. The Authority requires auditing services for FY 2022-23.

**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 27, 2023

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Schmeits  
Secretary, Board of Directors



September 20, 2023

Alliance Regional Water Authority

You have requested that we audit the financial statements of the Alliance Regional Water Authority, as of September 30, 2023, 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 January and issuing a draft report for management's review in February.

Kim Roach 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 \$12,500. 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:

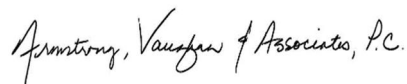
- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, 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 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.6** Consider adoption of Resolution 2023-09-27-006 approving Work Order #5 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 #4 with J.R. Tolles and Associates, LLC in September 2022. That contract is set to expire on September 30, 2023 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 \$285,000 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 2023-09-27-006
- The J.R. Tolles Agreement for construction management support

**Board Decision(s) Needed:**

- Adoption of Resolution 2023-09-27-006 approving Work Order #5 with James R. Tolles for construction management support.





**RESOLUTION NO. 20230927-006**

**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, September 2021 and September 2022 for support during FY 2020-21, FY 2021-22 and FY 2022-23, respectively.
2. The Authority is in need of continued construction management services for the Phase 1B Program for Fiscal Year 2023-24.
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 #4 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 27, 2023

**ATTEST:**

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Chris Betz  
Chair, Board of Directors

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Amber Schmeits  
Secretary, Board of Directors

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

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## **CONSULTING ENGINEER**

September 5, 2023

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

Re: ARWA Phase 1B 2023-2024 Proposal

Mr. Moore:

J. R. Tolles and Associates, LLC is pleased to present this proposal to 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, 1BSB, 1BSC and 1BSE 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  
[Jimtolles@AllianceWater.org](mailto:Jimtolles@AllianceWater.org)  
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 the period of October 2021- September Mr. Tolles has provided Owner Representative services on the Phase 1B Water Treatment Plant project, The Maxwell Booster Pump Station, the South EST and all four ARWA pipeline projects.

#### **PROJECT APPROACH**

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

Mr. Tolles will continue to provide constructability reviews as requested for the Phase 1B projects as well as provide Owner Representative 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.

Mr. Tolles will review Shop Drawings, RFI's, Change Proposals and other communications for the Water Treatment Plant, Booster Pump Station, South EST 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 drone aerial 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 \$130.00 plus project related reimbursable expenses, including mileage at the current IRS rate (\$0.655/mile as of January 2023). 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 \$285,000 through September 30, 2024. 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lakecountry Insurance Agency, LLC 1200 Lakeway Dr. # 19B Austin, TX 78734	<b>CONTACT NAME:</b> Don Purswell <b>PHONE (A/C. No. Ext):</b> (512) 608-6822 <b>FAX (A/C. No):</b> (512) 608-9565 <b>E-MAIL ADDRESS:</b> dpurswell@lakecountryins.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Hartford Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> JR Tolles & Associates 13505 Bryds Nest Dr Austin, TX 78738	<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	65SBANX3386	09/10/2023	09/10/2024	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COMP/OP AGG \$ 200000
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	65SBANX3386	09/10/2023	09/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	65SBANX3386	09/10/2023	09/10/2024	EACH OCCURRENCE \$ 100000 AGGREGATE \$ 100000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alliance Regional Water Authority is named as additional insured in regard to general liability, umbrella liability and auto liability if required by written contract or agreement with named insured.

**CERTIFICATE HOLDER****CANCELLATION**

Alliance Regional Water Authority 630 E Hopkins Street San Marcos, TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**REGULAR MEETING**  
**Alliance Regional Water Authority Board of Directors**

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.7** Consider adoption of Resolution 2023-09-27-007 approving an engagement agreement for legal services for groundwater permitting and related matters with Patricia Erlinger Carls. ~ *Graham Moore, P.E., Executive Director*
- 

Background/Information

The Authority Board originally signed an agreement with Carls, McDonald & Dalrymple, LLP (CMD) for groundwater permitting special counsel services in September 2010. Patricia Erlinger Carls (PEC) started her own firm in 2018 and the agreement was transferred to her new firm. The Gonzales County Underground Water Conservation District indicated this month that they intend to enter into rule-making and therefore we need Ms. Carls representation in this process.

Attached is the draft agreement with PEC.

Executive Director Recommendation

- The Executive Director recommends approval of the agreement.

Attachment(s)

- Resolution 2023-09-27-007
- Patricia Erlinger Carls Agreement for special legal counsel services for groundwater permitting and related matters

**Board Decision(s) Needed:**

- Adoption of Resolution 2023-09-27-007 approving an engagement agreement with Patricia Erlinger Carls for groundwater permitting and related matters.



# ALLIANCE WATER

## RESOLUTION NO. 20230927-007

### A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE AUTHORITY PATRICIA EHRLINGER CARLS FOR LEGAL SERVICES FOR GROUNDWATER PERMITTING AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

#### RECITALS:

1. The Hays Caldwell Public Utility Agency, the predecessor to the Alliance Regional Water Authority (the "Authority"), entered into an agreement with Carls, McDonald & Dalrymple, LLP ("CMcD") for legal services for groundwater permitting and related matters on June 10, 2009. The Agreement was renewed with approval by the Hays Caldwell Public Utility Agency Board in every September from 2010 through 2016. The Authority's Board renewed the agreement in September 2017, 2018 and 2019.

2. The agreement was transferred from CMcD to Patricia Ehrlinger Carls through the adoption of Resolution 2018053-006.

3 The Authority is in need of continued specialized legal services for groundwater permitting and related matters for Fiscal Year 2023-24 as groundwater districts are anticipated to undertake rule-making as a result of the 2023 Texas Legislative Session.

4. The Authority Technical Committee, at its meeting on September 11, 2019, recommended that the Authority Board approve a renewal of the agreement with Patricia Ehrlinger Carls for Fiscal Year 2019-20.

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

**SECTION 1.** The attached Engagement Agreement for Special Counsel Services between the Authority and Patricia Ehrlinger Carls is approved.

**SECTION 2.** 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 27, 2023

#### ATTEST:

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

\_\_\_\_\_  
Amber Schmeits  
Secretary, Board of Directors

**Law Offices of  
Patricia Erlinger Carls**

September 17, 2023

Via email to: [gmoore@alliancewater.org](mailto:gmoore@alliancewater.org)  
Mr. Graham Moore, P.E., Executive Director  
Alliance Regional Water Authority  
630 E. Hopkins  
San Marcos, TX 78666


Re: Engagement of Special Counsel Services

Dear Graham:

Attached is an Engagement Agreement for Special Counsel services relating to the groundwater permits issued to Alliance Regional Water Authority ("*Alliance Water*") by Plum Creek Conservation District ("*PCCD*") and the Gonzales County Underground Water Conservation District ("*GCUWCD*"), the related export fee and mitigation agreements, and groundwater district rulemaking and management plan update activities. If the attached agreement is acceptable to Alliance Water, please arrange for a duly authorized representative of Alliance Water to sign in the space indicated, keep the original in your files, and return a copy to me (an electronic copy is fine).

I appreciate the opportunity to continue to be of service to Alliance Water. As always, please feel free to call me with any questions.

Very truly yours,  
LAW OFFICES OF PATRICIA ERLINGER CARLS

By:   
Patricia E. Carls

Enclosure



## ENGAGEMENT AGREEMENT FOR SPECIAL COUNSEL SERVICES

This Engagement Agreement for Special Counsel Services (“*Agreement*”) is by and between the Law Offices of Patricia Erlinger Carls (“*Carls*”) and Alliance Regional Water Authority (“*Alliance Water*”). Carls and Alliance Water are sometimes collectively referred to in this Agreement as the “*Parties*.”

### GENERAL

- 1 Identification of the Client.** Alliance Water (as an entity) is Carls’ client, as distinct from its members, officers, directors, employees or agents. There may be situations in which Alliance Water’s interests become, or are likely to become, adverse to some of its members, officers, directors, employees or agents. In those circumstances, Carls will not represent the affected member or individual without Alliance Water’s express consent, and only if allowed by and in accordance with the Texas Disciplinary Rules of Professional Conduct.
- 2 Scope of Services.** Alliance Water has asked Carls to represent it as Special Counsel on an as-requested basis on matters related to Alliance Water’s groundwater permits issued by the Plum Creek Conservation District, the Gonzales County Underground Water Conservation District, the related export fee and mitigation agreements between Alliance Water and those groundwater districts, and the groundwater districts’ rulemaking and management plan update activities (collectively, the “*Groundwater District Matters*.”)

### RESPONSIBILITIES AND EXPECTATIONS

- 3 Alliance Water’s Responsibilities.** Relying on information and guidance provided by Alliance Water, Carls will provide legal counsel and assistance to Alliance Water on the Groundwater District Matters described in Section 2 in accordance with the terms and conditions of this Agreement, keep Alliance Water reasonably informed of progress and developments, and respond to Alliance Water’s inquiries. To enable Carls to effectively render legal services, Alliance Water agrees to fully and accurately disclose all facts that may be relevant to the Groundwater District Matters or that Carls may otherwise request, and keep Carls apprised of developments relevant to the matters. Alliance Water also agrees to require its authorized agents to assist and cooperate with Carls as may be needed during the course of the representation. In addition, Alliance Water is responsible for advising Carls whether any document Carls prepared or received and sent to Alliance Water for its review or approval reflects the principal terms of Alliance Water’s proposed course of action, agreement,

litigation strategy, or other positions and expectations, as the case may be. Alliance Water shall inform Carls, in writing, of all policies and directives in force or to be implemented that relate in any way to my services hereunder.

- 4 **No Guarantee of Results.** During the course of the representation, Carls may express opinions or beliefs concerning the Groundwater District Matters described in Section 2, or various courses of action and the results that may be anticipated. Any such statements made by Carls is intended to be an expression of opinion only, based on information available to Carls at the time, and must not be construed by Alliance Water as a promise or guarantee of any particular result.

## FEES

- 5 **Budget Authorization.** Alliance Water has approved an initial budget authorization of \$25,000 (the “*Budgeted Amount*”) for work on the Groundwater District Matters. Carls agrees that the fees and expenses on the Groundwater District Matters will not exceed the Budgeted Amount, or any subsequently approved increase in the Budgeted Amount related to the Groundwater District Matters, unless an increase in the Budgeted Amount is approved by an authorized representative of Alliance Water.
- 6 **Hourly Rate.** As compensation for the legal services that Carls will provide to Alliance Water, Alliance Water shall pay reasonable attorney’s fees predicated upon the standards set forth by the State Bar of Texas. Trish Carls’ current hourly rate for the services described herein is \$255.00 per hour. This rate multiplied by the amount of time spent on Alliance Water’s behalf, measured to the nearest tenth of an hour, will be charged to Alliance Water for Carls’ work. The hourly rate may be increased by Carls, but not more frequently than annually.
- 7 **Routine Expenses.** In addition to the Hourly Rate, Alliance Water will be responsible for all internal and external routine expenses incurred by Carls in representing Alliance Water. Such expenses typically include charges for postage and deliveries, court costs, filing fees, application fees, external copy services, travel, etc. These routine internal and external expenses will be included on the monthly statements to Alliance Water and will be passed through at cost, with no mark up. Mileage expenses will be billed at the rate per mile set by the Internal Revenue Service. Any unusual or non-routine expenses for services needed to represent Alliance Water that exceed \$500 will not be incurred without the prior permission of Alliance Water, and whenever possible such services will be billed directly by the vendor to Alliance Water.

- 8 **Statements.** Carls will send Alliance Water detailed statements each calendar month for services rendered and expenses incurred during the previous calendar month which are due on receipt. If Carls' invoices are not paid within thirty (30) days after receipt, Carls may choose to suspend or discontinue its representation of Alliance Water.
- 9 **File Retention.** All original documents are owned by Alliance Water. Whenever possible, Carls will not retain any original documents in my files but will send those to Alliance Water to file and retain in accordance with its record retention policies. Any originals remaining in Carls' possession at the end of Carls' representation (e.g., opinion letters, memorandums, correspondence, contracts, permits, licenses, deeds, etc.) will be returned to Alliance Water within a reasonable time, unless Alliance Water authorizes Carls to destroy them. Carls retains the right to keep electronic and/or paper copies of these documents. All of Carls' work product is owned by and will be retained by Carls. These files include administrative records, time and expense reports, billing and accounting records, and internal work product such as drafts, notes, internal communications (both paper and electronic), and legal and factual research prepared for the internal use of Carls. All documents retained by Carls will be transferred to the person or entity responsible for administering Carls' records retention program. Typically, Carls keeps these records for four (4) years after the conclusion of representation and during that time Alliance Water will have reasonable access to those records. Thereafter, without notice to Alliance Water, those files may be destroyed.
- 10 **Electronic Communications, Document Storage, and Transmission.** The Parties agree to the use of electronic mail and cloud-based services for communications and document management. The Parties agree to use reasonable security measures to prevent the interception of electronic transmissions and unauthorized access to communications and documents. Still, the possibility exists that electronic transmissions and cloud-based communication and document storage services could be accessed, intercepted or otherwise received by third parties and lose their privileged nature. As with any information regarding legal representation, regardless of the manner of transmission, the Parties agree to use caution in when using electronic services in order to protect confidentiality.
- 11 **Insurance.** Upon request, Carls will provide Alliance Water with a copy of a Certificate of Insurance for Carls' Professional Liability Insurance.
- 12 **Conflicts.** As previously communicated to and approved by Mr. Moore, Carls currently represents Canyon Regional Water Authority ("CRWA") on an application

to the Gonzales County Underground Water Conservation District seeking to amend CRWA's existing permits to allow production and transportation of an additional 920.05 ac-ft/yr of groundwater from CRWA's existing "Well No. 14 – Christian West" (as well as related export fee and mitigation agreement amendments if needed), and may be asked to represent CRWA in the future on additional groundwater permit amendments seeking additional water from the Guadalupe Groundwater Conservation District and the Gonzales County Underground Water Conservation District. CRWA is a member entity of Alliance Water. It is Carls' understanding that the interests of Alliance Water and CRWA are generally aligned; however, differences may develop over the course of Carls' representation. As of the date of this letter, Carls is not aware of any conflict of interest between Alliance Water and CRWA inasmuch as Alliance Water does not have any permits in the Guadalupe Groundwater Conservation District, Alliance Water's well field in Gonzales County is not proximate to the CRWA well field, Alliance Water and CRWA participate in separate Gonzales County Underground Water Conservation District mitigation funds, and Alliance Water did not object to CRWA's pending permit amendment request for an additional 920.05 ac-ft/yr of water from its existing "Well No. 14 – Christian West." Further, as public water suppliers, the interests of Alliance Water and CRWA seem aligned on matters pertaining to groundwater district management plan updates, rulemaking, and revisions to negotiated export fee agreements and mitigation agreements. However, Alliance Water may see it differently and the potential for conflicts between Alliance Water and CRWA exists. If this becomes a concern, Alliance Water agrees to notify Carls immediately. Similarly, if Carls discovers a conflict of interest during the course of her work for Alliance Water, Carls will immediately advise Alliance Water in writing. Carls' signature on this letter confirms that Carls has performed a conflicts check and confirmed that Carls does not have any other potential conflicts in representing Alliance Water on the Groundwater District Matters described in Section 2 of this Agreement. Notwithstanding the possibility for conflict, Alliance Water's signature on this Agreement acknowledgement by Alliance Water that it is Alliance Water's interest to retain Carls' services on the matters described in Section 2. If, however, a conflict arises in the future, Carls will proceed in accordance with the Texas Disciplinary Rules of Professional Conduct, which may include withdrawal of representation of Alliance Water.

- 13 Notice Regarding Grievance Process.** The State Bar of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the Office of the General Counsel of the State Bar of Texas will provide you will

information about how to file a complaint. For more information, please call 1-800-932-1900, toll free.

- 14 **Termination.** This contract can be terminated by either party upon 30 days' written notice to the other party, provided that Alliance Water remains responsible for all fees and expenses incurred by Carls on Alliance Water's behalf prior to the effective date of such termination, plus any fees and expenses incurred at Alliance Water's request in connection with the transition to substitute counsel.

Approved and Agreed:

**LAW OFFICES OF PATRICIA ERLINGER CARLS**

By: Patricia Erlinger Carls  
Patricia Erlinger Carls

Date: September 17, 2023

Approved and Agreed:

**ALLIANCE REGIONAL WATER AUTHORITY**

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

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

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

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

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.8** Consider adoption of Resolution 2023-09-27-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the Texas Health Benefits Pool (TX Health) for employee's health insurance for January 2023 through December 2023, as recommended by the Administrative Committee meeting. ~ *Graham Moore, P.E., Executive Director*
- 

Background/Information

Alliance Water currently provides employee insurance through the Texas Health Benefits Pool (TX Health) formerly the Texas Municipal League Intergovernmental Employee Benefits Pool. In order to continue coverage next year (1/1/24 – 12/31/24) TX Health needs approval of the rerate form. TX Health now requires 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 TX Health and provided inferior coverage.

The following rate changes are proposed by TX Health:

- Employee Only Health: increase of \$83.30 per employee per month (16.4% increase)
- Employee + Family Health: increase of \$224.96 per month (16.4% increase)
- Dental increase of 8% for employee and employee + family
- No changes for Vision or Basic Life and AD&D insurance for either Employees or Employee and Family.
- They have also reduced the plan options available to small employers (less than 5 people) to higher deductible plans.

The Administrative Committee would like to consider some contribution to employers Flexible Spending Accounts (FSAs) to offset the higher deductible plans, but only after seeing if the FSAs are actually utilized. This will be monitored and reported to the Administrative Committee after the FSAs are in place for a few months.

The Administrative Committee also recommended that for those employees that have themselves and their family covered on the health coverage, that the Authority offset the additional monthly cost above the current rate. This is projected to have a cost up to \$850 for the next fiscal year.

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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 increase in premiums.

Attachment(s)

- Resolution 2023-09-27-008
- 2024 TX Health Rerate Sheet

Administrative Committee Recommendation

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

**Board decision needed:**

- Adoption of Resolution 2023-09-27-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the TX Health for employee's health insurance for January 2024 through December 2024.





**ALLIANCE WATER**

**RESOLUTION NO. 20230927-008**

**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 HEALTH BENEFITS POOL FOR EMPLOYEE’S INSURANCE FOR JANUARY 2024 THROUGH DECEMBER 2024;**

**RECITALS:**

1. The Alliance Regional Water Authority (Authority) currently provides employee insurance through the Texas Health Benefits Pool (TX Health).
2. The TX Health requires participants to submit documents annually acknowledging the rerate form. The TX Health 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 TX Health, 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 TX Health for employee’s insurance for January 2024 through December 2024.

**SECTION 2.** The Authority further authorizes a bi-weekly stipend to be paid to employees who pay for dependent coverage to offset the premium increase for the increased rates for 2024 over the 2023 rates.

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

**ADOPTED:** September 27, 2023

**ATTEST:**

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

\_\_\_\_\_  
Amber Schmeits  
Secretary, Board of Directors



**MEDICAL COST PROJECTION**  
 Alliance Regional Water Auth - PHAYSCA1  
 08/31/23  
 MEMBER OPTION

	<b>30%</b>
<b>Current Plan</b>	
	<b>2022-2023</b>
	<b>Current Rates</b>
	Copay-1K-4K ER
	80% / 50%
	PPO
	\$1,000 In Ded
	\$2,000 Out Ded
	\$4,000 In OOP
	\$0 Tela Health Copay
	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay
	DAW1&2 Rx Plan
	<hr/> <hr/>
EE	\$505.30
EE + Dependents	\$1,364.76

**New Plan Options**  
 2023-2024

	<b>Option 1</b>	<b>Option 2</b>
	<b>16.49% Increase</b>	<b>12.39% Increase</b>
	Copay-3K-7K ER	Copay-5K-7K ER
	80% / 50%	80% / 50%
	PPO (copay)	PPO (copay)
	\$3,000 In Ded	\$5,000 In Ded
	\$6,000 Out Ded	\$10,000 Out Ded
	\$7,000 In OOP	\$7,000 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
	<hr/> <hr/>	<hr/> <hr/>
EE	\$588.60	\$567.90
EE + Dependents	\$1,589.72	\$1,533.82

	<b>Option 1</b>	<b>Option 2</b>
<b>Please sign &amp; date option chosen:</b>	<hr/>	<hr/>
	Signature / Date	Signature / Date

**THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND RETURN TO YOUR MARKETING CONTACT BY 09/18/2023.**

**THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 10/01/2023 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 01/01/2024.**

*The information contained in this option includes proprietary information that should not be shared with other competitors or used to circumvent the requirements of Texas Competitive Bidding laws.*

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.9** Consider adoption of Resolution 2023-09-27-009 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to increase the mandatory employee retirement contribution through the Texas County and District Retirement Services, as recommended by the Administrative Committee meeting. ~  
*Graham Moore, P.E., Executive Director*
- 

Background/Information

Alliance Water currently participates in the Texas County and District Retirement Services for employee retirement services. The current plan requires the employees to contribute 5% of their salary to the plan. The Administrative Committee is recommending that the minimum contribution to the maximum allowable of 7%. This increase not only impacts the employee's contribution, but as a result of Alliance Water's 200% match, the Authority's contribution rate for 2024 will increase from 8.48% to 11.74%. This increase was included in the budget that was adopted at the August meeting.

Approving the attached resolution will authorize the Executive Director to execute all required documents to make the change to the retirement contributions.

Attachment(s)

- Resolution 2023-09-27-009
- TCDRS Change to Retirement Contribution

Administrative Committee Recommendation

- The Administrative Committee unanimously recommended increasing the employee contribution to TCDRS from 5% to 7%.

**Board decision needed:**

- Adoption of Resolution 2023-09-27-009 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to increase the mandatory employee retirement contribution through the Texas County and District Retirement Services.



**ALLIANCE WATER**

**RESOLUTION NO. 20230927-009**

**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 WITH THE TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM TO MODIFY THE REQUIRED EMPLOYEE RETIREMENT CONTRIBUTION FROM 5% TO 7% EFFECTIVE BEGINNING JANUARY 2024, AND OTHER RELATED MATTERS;**

**RECITALS:**

1. The Alliance Regional Water Authority (Authority) originally entered into a Participation Agreement with the Texas County and District Retirement System (TCDRS) in November 2014 for retirement services. The Plan Agreement was modified with an effective date of January 2017.

2. The Authority’s Administrative Committee reviewed the Authority’s retirement plan and recommended increasing the required employee contribution rate to the maximum of 7% from the current rate of 5%. This change affects the employee contribution rate as well as the Authority’s required contribution rate.

3. The Authority’s adopted FY 2023-24 fiscal budget included the additional retirement contribution rates.

**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 increase the employee contribution rate to TCERS up to the maximum 7% limit.

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

**ADOPTED:** September 27, 2023

**ATTEST:**

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

\_\_\_\_\_  
Amber Schmeits  
Secretary, Board of Directors



**Plan Agreement for Plan Year 2024  
Alliance Regional Water Authority – 916  
Effective as of Jan. 1, 2024**

<b>Basic Plan Options</b>	
Employee Deposit Rate:	7%
Employer Matching:	200%
Prior Service Credit:	0%
<b>Retirement Eligibility</b>	
At 60 (Vesting)	5 years of service
Rule of	80 years total age + service
At Any Age	30 years of service
<b>Optional Benefits</b>	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
<b>Retirement Plan Funding</b>	
Elected Rate:	N/A
<b>Total Contribution Rate</b>	
Retirement Plan Rate:	11.74%
Group Term Life Rate:	N/A
Total Contribution Rate:	11.74%

**Certification**

I certify that the plan agreement for the participation of Alliance Regional Water Authority in TCDRS for the 2024 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on \_\_\_\_\_ (mm/dd/yy) by the Governing Board and such action is recorded in the official minutes.

PrintedName: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.10** Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Toby Flinn, P.E., Pape-Dawson Engineers*

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Background/Information

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

Attachment(s)

- Phase 1B Construction Update – August 18, 2023



# PHASE 1B CONSTRUCTION UPDATE

September 22, 2023

Water Resources | Transportation | Land Development | Surveying | Environmental

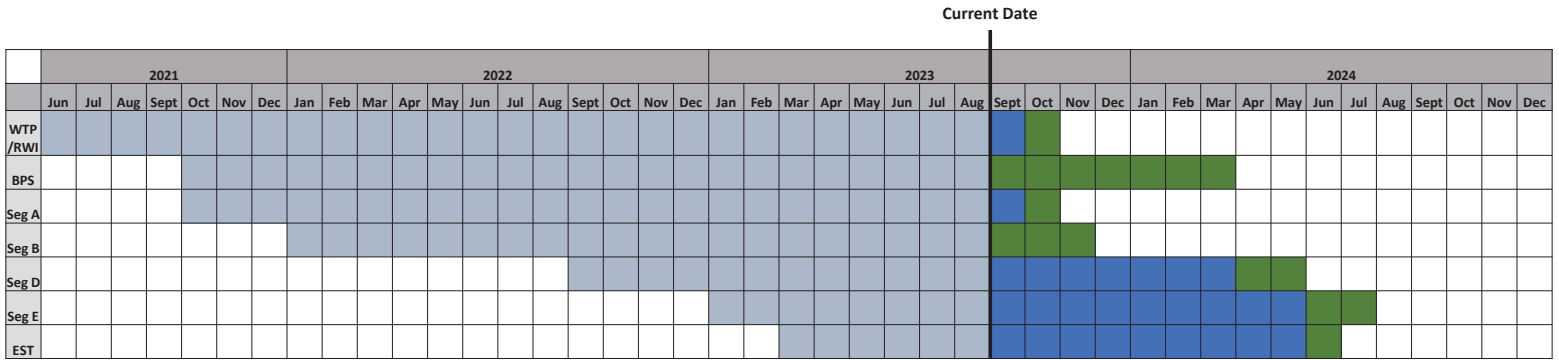


## PROGRAM CONTRACT VALUES



PROJECT	ORIGINAL CONTRACT PRICE	APPROVED CONTRACT MODIFICATIONS	CURRENT CONTRACT VALUE	BILLED TO DATE	REMAINING	% COMPLETE
WTP/RWI	\$54,349,675.00	\$736,813.00	\$55,086,488.00	\$41,736,492.95	\$13,349,995.05	75.77%
BPS	\$19,759,331.00	\$87,158.88	\$19,846,489.88	\$15,371,380.10	\$4,475,109.78	77.45%
Seg A	\$49,471,384.71	(\$157,084.12)	\$49,314,300.59	\$45,242,695.09	\$4,071,605.50	91.74%
Seg B	\$37,629,104.42	\$4,417,291.10	\$42,046,395.52	\$39,152,542.96	\$2,893,852.56	93.12%
Seg D	\$ 46,663,969.35	\$10,094.36	\$ 46,674,063.71	\$19,320,186.78	\$27,353,876.93	41.39%
Seg E	\$27,277,770.46	\$0.00	\$27,277,770.46	\$2,472,746.91	\$24,805,023.55	9.07%
EST	\$4,573,000.00	\$0.00	\$4,573,000.00	\$2,966,065.25	\$1,606,934.75	64.86%

# PROGRAM SCHEDULE DURATIONS



Contract Dates							Program Sub Completion Status
Project	Notice to Proceed	Contract Sub Completion	Contract Final Completion	Expected Sub-Completion	Expected Final		
WTP/RWI	7/16/2021	7/16/2023	11/2/2023	2/9/2024	2/20/2024	Delayed	
BPS	10/25/2021	3/18/2023	3/18/2024	1/1/2024	3/18/2023	Delayed	
Seg A	11/16/2021	6/9/2023	10/7/2023	9/27/2023	10/7/2023	Delayed	
Seg B	2/15/2022	8/9/2023	12/1/2023	9/16/2023	11/15/2023	Delayed	
Seg D	9/19/2022	4/1/2024	6/4/2024	3/18/2024	4/26/2024	On Time	
Seg E	1/25/2023	5/24/2024	7/23/2024	5/24/2024	7/23/2024	On Time	
EST	3/28/2023	5/21/2024	6/20/2024	5/21/2024	6/20/2024	On Time	

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

### Construction Status

- Continued installation of electrical duct bank and underground conduit.
- Alterman continues fiber hand hole installation in the well field.
- Interior electrical installation continued at the HSPS electrical building.
- HVAC equipment installation at the HSPS electrical building.
- Interior electrical conduits and panels at the Filter Complex.
- Site grading ongoing at the WTP site.
- Excavation for the detention pond.
- Installing FRP Pilot channel at detention pond.
- Continued PEMB miscellaneous items installation at the Filter Complex.
- Installation of the type C walls continued at the filter complex (top of CMU walls to the roof).
- Installed aluminum handrailing at the Filter Complex.
- Door frame installation at the HSPS electrical building.
- Archer Western continued placement of the drying bed walls and concrete runners.
- Installing the 4" sludge feed lines at the drying beds.
- Installing Lime Silo equipment appurtenances.



WTP – Drying Beds Placing Concrete on Runners





WTP – Drying Beds setting Forms for Concrete Runners



WTP – Drying Beds Setting Rebar for Concrete runners



WTP – Drying Beds Concrete Placemen for Concrete Runners **5**

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

### Next Month - Projected Construction Activities

- Continue installation of electrical duct bank and underground conduit.
- Alterman will continue fiber hand hole installation in the well field.
- Set generator at the HSPS.
- Interior electrical at the HSPS electrical building (lighting, HVAC).
- HVAC equipment installation at the HSPS electrical building.
- HSPS electrical building interior liner fabric installation.
- Continue site grading at the WTP site.
- Continue the detention pond excavation/berm construction.
- PEMB roof and wall panels installation at the Filter Complex.
- Installation of the type C walls will continue at the filter complex (top of CMU walls to the roof).
- Surge tank foundation construction.
- Painting at the Lime System.
- Finish placement of the drying bed concrete runners and place the sand media.
- Continue installation of the 4" sludge feed lines at the drying beds.
- All electrical switchgear has been delivered (San Antonio) except MSB-2



WTP – Drying Beds Removing Forms on Concrete Runners

# Booster Pump Station (MWH / Freese and Nichols)

## Construction Status

- Working on the detention pond outfall.
- Installing the grade berms at the detention pond.
- Graded access road subgrade from STA 6+00 to 10+50.
- Investigation ongoing on pump station slab (carton form failure).
- Pump station electrical conduit and rack installation continued.
- Hydrostatic pressure test Segment C and B1 piping.
- Installation of the cathodic test stations.
- CRWA#4 canopy metal deck and roof installation.



BPS – Segment B Connection at 0+00

## BPS- Progress Photos



BPS – Swale 1 Grading Toward  
Detention Pond



BPS –Detention Pond Spillway Excavation



BPS – Detention Pond Outfall

# Booster Pump Station (MWH / Freese and Nichols)

## Next Month - Projected Construction Activities

- Continue working on the overall site grading.
- Continue installation of the detention pond outfall.
- Condition access road subgrade from STA 6+00 to 10+50.
- Continue pump station electrical conduit and rack installation

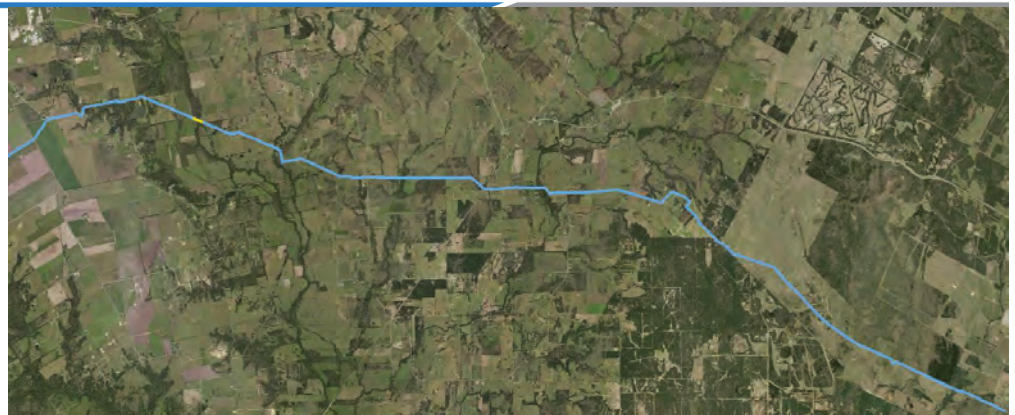


BPS – Electrical Rack for Pumps

# Segment A (Garney Construction / LAN)

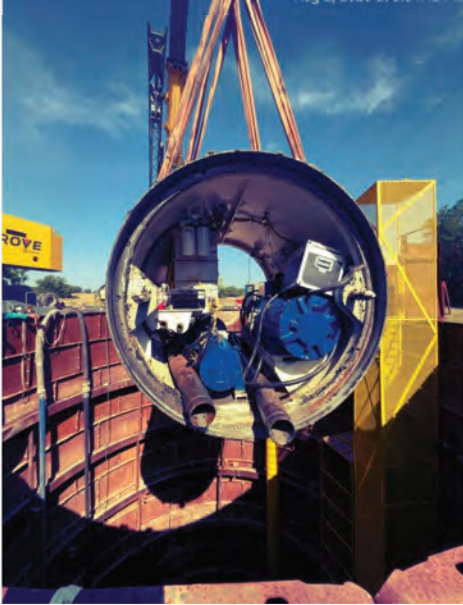
## Construction Status

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

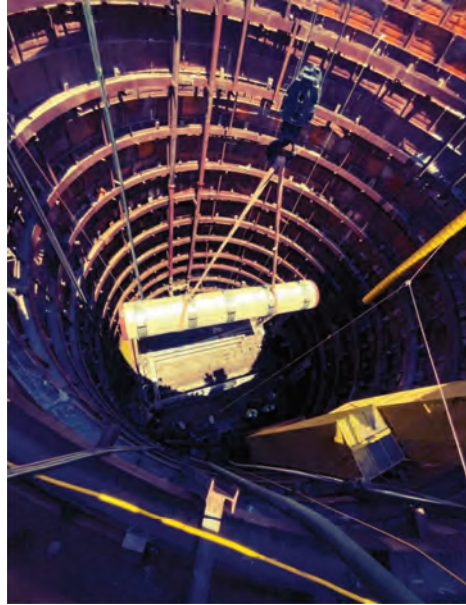


Activity	Status
ROW Cleared	100%
Pipe Delivered	100%
Tunnels Completed	100% (15 of 15)
Pipe Installed	99.5%
Major Crossing (Plum Creek)	Tie-in in the process of being added to vertical pipe

## Segment A – Progress Photos



Seg A – Second Section of Drill Head Lifted



Seg A - Garney Sets First Piece of Pipe for Plum Creek

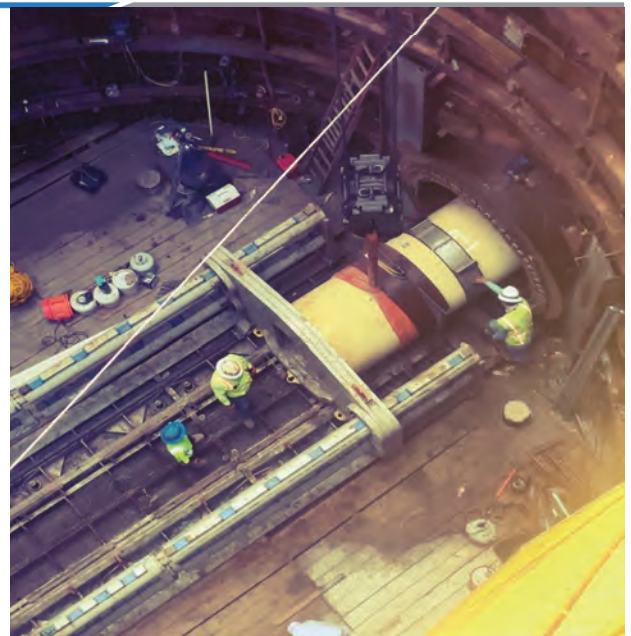


Seg A - Meclar Set Pipe in Plum Creek Receiving Pit **11**

## Segment A (Garney Construction / LAN)

### Next Month - Projected Construction Activities

- Major Crossing Completed 100% (1 of 1)
  - Finishing installation of carrier pipe in casing under Plum Creek
- Continue fixing deflected pipe moving West to East to facilitate filling Segment A in preparation of hydrostatic testing.
- Continue interior joint grouting, cleaning the interior of pipe, and continue internal pipe inspections.
- Perform maintenance on all county roads and private roads being used for construction operations.
- Continue haul-off excess native material and final grading.
- Continue final build out of drain valve and CAV assemblies.
- Conduct bi-weekly meeting.



Seg A – Pipe Pushed into Casing

# Segment B (Garney Construction / K Friese)

### Construction Status

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



Activity	Status
ROW Cleared	100%
Pipe Delivered	100%
Tunnels Completed B1	100% (21 of 21)
Tunnels Completed B2	75% (3 of 4)
Pipe Installed	94%
Major Crossing (TX 130)	100%

# SEGMENT B - PROGRESS PHOTOS



Seg B – Pipe Damage from Fire



Seg B – Pipe Damage from Fire



Seg B – Fire Aftermath near Black Ankle Road

## Segment B (Garney Construction / K Friese)

### Next Month - Projected Construction Activities

- Pipe Installation
  - Continue installation of pipe on B1.
  - Hauling off excess spoils from project site and spreading topsoil.
  - Continue pouring concrete anchors for precast at CAV and Drain Valves.
  - Setting precast structures for appurtenances behind laying operation.
- Major Crossings
  - Tie into the top bend of the launch shaft with horizontal piping installed by Crew #1.
- Tunnels
  - 21 of 21 (100%) on original B1/B2 scope of work.
  - 3 of 4 (75%) completed on CP002 scope of work added to segment B contract
    - Final tunnel under SH 142 projected to start 9/11/23
- Continue pouring concrete anchors for precast at CAV, access manways, and drain valves.
- Set precast at CAV, access manways, and drain valve locations.
- Conduct bi-weekly.



Segment B – Assembled Gate Valve

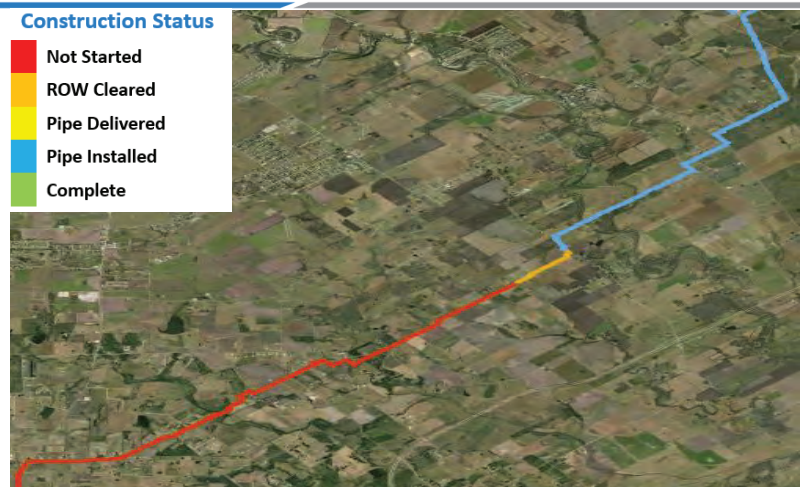
## Segment D (SJ Louis / Freese & Nichols)

### Construction Activities

- Conducted bi-weekly progress meeting.
- Processed documentation: Submittals and RFIs in SharePoint.
- Continued SWPPP installations along FM 1339 in front of pipe stringing operations.
- Continued temporary fence gaps for access and cattle fencing along easements.
- Continued pipe laying operations on the South side of the San Marcos River and crossed FM 621.
- Second pipe laying operation mobilized to site, performed backfill prove out, and start pipe installation.
- Welding operations are tracking close behind laying operation and completed in restrained sections on a weekly basis.
- Working 2 tunneling crews along FM 1339 and SH 123 running 12 hour tunneling operations 6 days a week.
- Finished secant piles on launch shaft on the North side of the San Marcos River

#### Construction Status

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



Activity	Status
ROW Cleared	75%
Pipe Delivered	65%
Tunnels Completed	100% (18 of 18)
Pipe Installed	46%
Major Crossing (San Marcos River Crossing)	Secant pile launch shaft drilling completed

## Segment D – Progress Photos



Seg D – Morrison Creek Bridge  
Cap Layout



Seg D – Morrison Creek Pier Prep



Seg D – Morrison Creek Bridge  
Abutment Pour

17

## Segment D (SJ Louis / Freese & Nichols)

### Next Month - Projected Construction Activities

- Processing documentation in SharePoint.
- Installation of temporary fence gaps for access and cattle fencing along easements.
- SWPPP installation will continue along FM 1339 and SH 123.
- Continue pipe deliveries along FM 1339.
- Conduct next bi-weekly progress meeting 9/07/23.
- Start second pipe crew week of 8/21/23 and perform prove out on Thursday 8/17/23.
- Continue pipe installation with pipe crew 1 along FM 1339 and FM 621.
- Tunnels
  - 18 of 18 (100%)
- Major Crossings
  - 0 of 1 (0%) San Marcos River Crossing
- Start secant piles on launch shaft on the South side of the San Marcos River.



Seg D – Pipe Installation

18

# Segment E (Garney / Walker Partners)

### Construction Activities

- Process documentation: Submittals and RFI in SharePoint.
- Coordination continues with developments along 758 and 46.
- UIR permits are active.
- Conducted bi-weekly progress meeting.
- Garney continued surveying layout.
- Installation of temporary gates for access continued by Razor.
- Performing potholing operations on existing utilities.
- Continued stripping topsoil.
- Crop damages are being tracked for BMP installations and clearing operations.
- Finished lead abatement and demolishing of barn near CRWA#4 plant near the end of E2.
- Mendez finished backfilling tunnel pit for Vista Ridge Waterline Crossing.
- Mendez excavated tunnel pit and started auger bore tunnel installation under FM 758.

### Next Month - Projected Activities

- Processing documentation in SharePoint.
- Conduct bi-weekly progress meetings.
- Continue potholing existing utilities.
- Finish topsoil stripping operations in preparation of embedment deliveries.
- Tunnels
  - 2 of 10 (20% Completed)
  - Finish FM 758 tunnel.
- Major Crossings
  - Lake Dunlap crossing has not started.

### Construction Status

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



Activity	Status
ROW Cleared	100%
Pipe Delivered	0%
Tunnels Completed	20%( 2 of 10)
Pipe Installed	0%
Major Crossing (Lake Dunlap)	0%

# Segment E – Progress Photos



Seg E – Hand Excavation of Grave Site



Seg E – Rock Berm and Silt Fence Installation



Seg E – Backfilling Vista Ridge Water Line Bore



# Elevated Storage Tanks Landmark / Plummer

## Construction Activities

- Poured the last of the Pedestal base rings, receiving materials for the Dome Construction
- Continued yard piping coordination.
- Conducted Monthly Progress Meeting

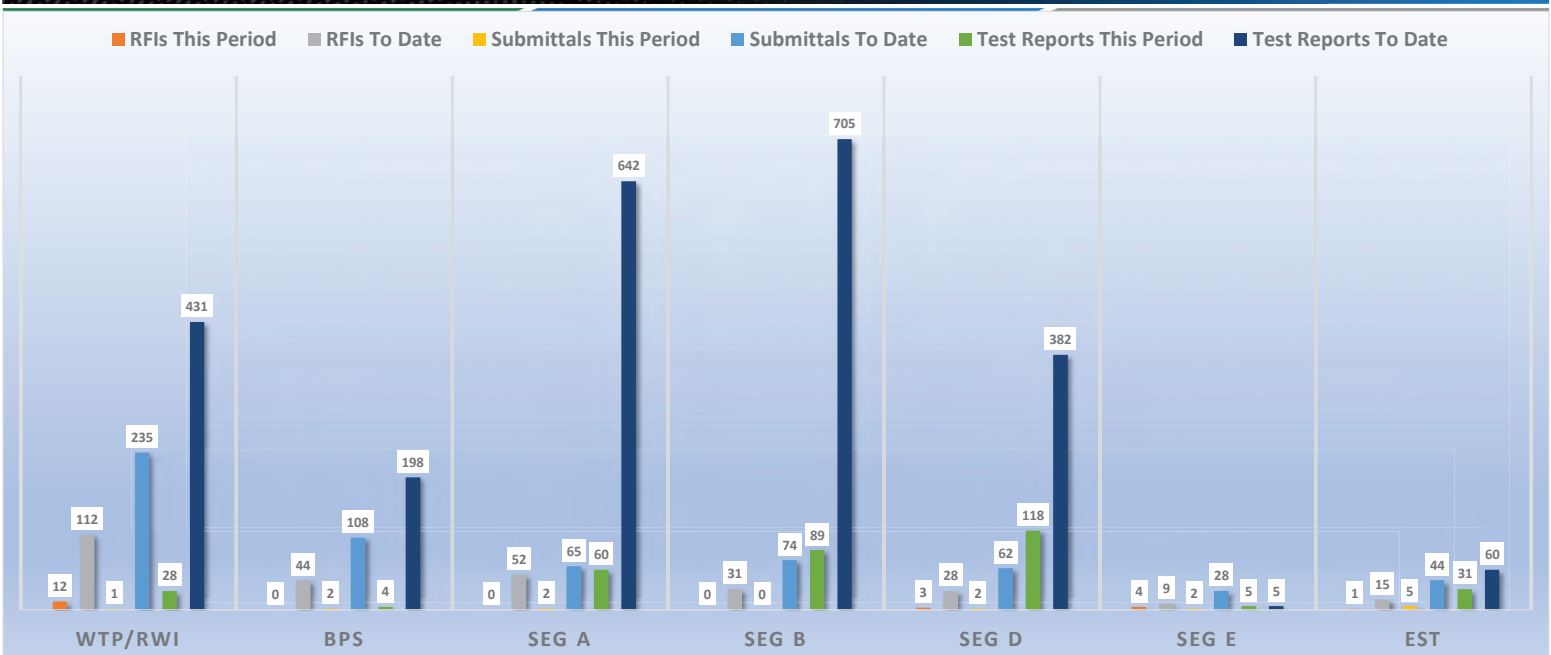
## Next Month - Projected Activities

- The forming the dome and pour is scheduled to start 8/29/2023
- Start the Strip out process once Dome is Set. Installing Ladders, landings, and risers (interior piping)
- Continuing Installation of yard piping/ testing / disinfect/ backfill.
- Finish site grading and backfill for waterline / drainage easement.



EST – Removing Internal Concrete Forms of 8th Lift

# PROGRAM OVERSIGHT RECAP



**QUESTIONS?**

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.11** Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

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Background/Information

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

Attachment(s)

- Phase 1B Program Update – August 23, 2023
- Kimley-Horn Monthly Summary of Activities for July 2023

**Board Decision(s) Needed:**

- None.



# Phase 1B Program Update

Board of Directors Meeting  
September 27, 2023

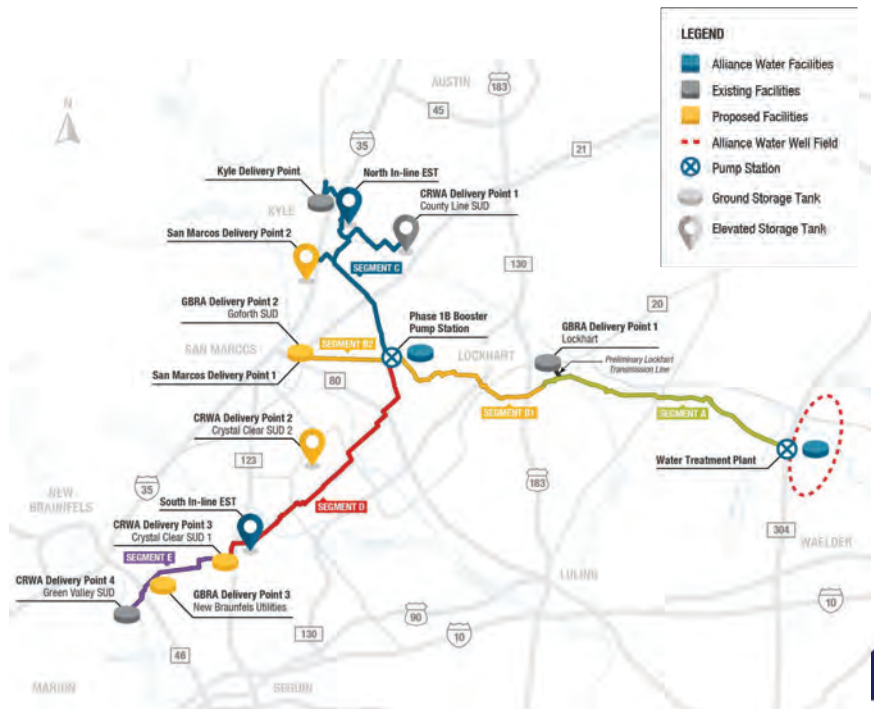


**ALLIANCE WATER**

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

## Ongoing Progress

- ▶ Design Milestone Status
  - Segment C
    - 100% Submittal – late September
- ▶ Environmental
  - Segment C – routed for TWDB final approval
- ▶ TWDB Reviews
  - Segment E
    - Plans and Specs – Under Review
    - Construction – Release of Funds Request – Under Review
  - South In-line EST
    - Plans and Specs – Under Review (Routed for Approval)
    - Construction – Release of Funds Request – Under Review



# Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	STATUS						Final Settlement Outstanding
		(A) Appraisal/Offer in Development	(B) Negotiation	(C) = (A+B) Appraisal / Negotiation	(D) Condemnation in Process	(E) = (C+D) Possession Still Needed	(F) Purchase Agreement Signed / Possession Obtained	
A	39	0	0	0	0	0	39	4
B	47	0	0	0	0	0	47	14
D	60	0	0	0	0	0	60	15
C	76	3	7	10	2	12	64	35
E	36	0	0	0	0	0	36	12
Well Field	16	0	4	4	0	4	12	4
<b>Total</b>	<b>274</b>					<b>16</b>	<b>258</b>	<b>84</b>



## COST UPDATES BASED ON FEBRUARY MILESTONE SUBMITTALS/RESULTS

Submittal (%)	Construction Package	PREVIOUS	REVISED	DIFFERENCE
		ARWA Total Projected Cost	ARWA Total Projected Cost	
<b>Combined Program Infrastructure</b>				
Const.	Water Treatment Plant	\$ 29,500,000	\$ 31,400,000	\$ 1,900,000
Const.	Booster Pump Station & GBRA Meter Stations	\$ 13,700,000	\$ 14,000,000	\$ 300,000
Const.	Inline EST (South)	\$ 4,800,000	\$ 4,500,000	(\$ 300,000)
Const.	Pipeline Segment A	\$ 28,600,000	\$ 31,000,000	\$ 2,400,000
Const.	Pipeline Segment B	\$ 33,800,000	\$ 38,000,000	\$ 4,200,000
Const.	Pipeline Segment D	\$ 44,200,000	\$ 49,200,000	\$ 5,000,000
Const.	Pipeline Segment E	\$ 14,000,000	\$ 17,800,000	\$ 3,800,000
	<b>Subtotal</b>	<b>\$168,600,000</b>	<b>\$185,900,000</b>	<b>\$ 17,300,000</b>
<b>ARWA-Only Infrastructure</b>				
Closed	Well Drilling	\$ 3,300,000	\$ 3,300,000	\$ 0
Const.	Raw Water Infrastructure	\$ 10,600,000	\$ 11,400,000	\$ 800,000
Const.	ARWA Booster Pump Station & Delivery Points	\$ 4,800,000	\$ 5,200,000	\$ 400,000
60	Inline EST (North)	\$ 6,500,000	\$ 7,200,000	\$ 700,000
95	Pipeline Segment C	\$ 68,600,000	\$101,800,000	\$ 33,200,000
Const.	Pipeline Segment E (ARWA-Only)	\$ 12,800,000	\$ 15,300,000	\$ 2,500,000
No Design	Administration and Operations Building	\$ 4,200,000	\$ 4,200,000	\$ 0
	<b>Subtotal</b>	<b>\$110,800,000</b>	<b>\$148,400,000</b>	<b>\$ 37,600,000</b>
	<b>Total</b>	<b>\$279,400,000</b>	<b>\$334,300,000</b>	<b>\$54,900,000</b>

Revised Projected Cost (\$334,300,000) - Total SWIFT Funding (\$288,410,000) = \$45,890,000



**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: 068706606-0723  
 Invoice Date: Aug 31, 2023  
 Invoice Amount: \$ 121,431.78  
 Project No: 068706606  
 Project Name: ARWA PROGRAM YEAR 6  
 Project Manager: SOWA, RYAN

Work Order No. 6  
 Duration: March 2023 - Feb. 2024

Invoice Duration: August 1, 2023 to August 31, 202

Federal Tax Id: 56-0885615

### COST PLUS MAX

KHA Ref # 068706606.3-25915134

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	5,455.00	800.00	700.00	100.00
STAKEHOLDER COORDINATION	160,793.00	54,413.55	46,745.05	7,668.50
BUDGETING	91,252.00	30,488.00	20,180.00	10,308.00
SCHEDULE	32,002.00	10,886.00	10,293.50	592.50
REPORTING	36,930.00	28,092.50	27,512.50	580.00
DATA MANAGEMENT	71,102.00	14,444.80	13,182.30	1,262.50
ENVIRONMENTAL MANAGEMENT	31,866.00	17,717.38	14,387.25	3,330.13
LAND ACQUISITION MANAGEMENT	294,091.00	221,577.56	186,087.03	35,490.53
TWDB MANAGEMENT	67,256.00	17,343.75	13,496.75	3,847.00
DESIGN STANDARDS	12,036.00	2,697.50	740.00	1,957.50
ENGINEERING DESIGN MANAGEMENT	77,716.00	52,487.50	43,947.50	8,540.00
QUALITY ASSURANCE	3,630.00	0.00	0.00	0.00
ELECTRICAL POWER PLANNING	7,325.00	290.00	290.00	0.00
PERMIT COORDINATION/TRACKING	19,702.00	11,047.50	5,751.00	5,296.50
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	285,132.00	88,732.00	70,324.50	18,407.50
PROJECT ADMINISTRATION	17,888.00	17,354.50	15,445.50	1,909.00
OTHER SERVICES	141,826.00	58,701.92	49,261.92	9,440.00
ENVIRONMENTAL CONSTRUCTION PHASE SERVICES	266,369.00	59,754.65	47,052.52	12,702.13
Subtotal	1,622,371.00	686,829.10	565,397.32	121,431.78
Total COST PLUS MAX				121,431.78

Total Invoice: \$ 121,431.78

If you have questions regarding this invoice, please call 281-612-9031.

September 22, 2023

## Project Monthly Summary

### August 2023 Tasks Performed:

- Task 2 – Stakeholder Coordination
  - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
  - Continued weekly task coordination with Alliance Water.
  - Prepare and present 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 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
  - Integrated each project schedule into overall Program schedule. Developed and distributed the monthly Program schedule summary.
  
- Task 6 – Data Management
  - Continued tracking the number of easements with final settlement outstanding.
  - 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 the Program Environmental Consultant to address comments received from the Texas Water Development Board for the Pipeline Segment C Environmental Report.*
  - *Continued coordination with ARWA and the Program Environmental Consultant regarding the burial relocation proceedings.*
  - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
  - Continued coordination between Program Environmental Consultant and Design Engineers.
  
- Task 8 – Land Acquisition Management
  - *Continued negotiations with remaining Segment C parcels.*



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

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- Coordinated the appraisal process for Segments C and W parcels as needed.
- Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition legal 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 legal team.
- Weekly coordination meeting with Legal Land Acquisition team to discuss status of easement acquisition proceedings and to provide Program clarification on any questions/requests that have come from landowners.
- Reviewed Program Appraiser and Program Survey invoices.
- Continued field work coordination to notify landowners of upcoming field work by consultants as needed.
  
- Task 9 – Texas Water Development Board Management
  - Coordinated with TWDB staff to track the status of funding release requests as well as plans and specifications under review.
  - Continued coordination with ARWA, GBRA, and TWDB Staff to track all documents currently under review.
  
- 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 pipeline alignment considerations.
    - Segment D
      - Continue coordination with Design Consultant for construction phase services.
    - Segment E
      - Continue coordination with Design Consultant for construction phase services.
  - Raw Water Infrastructure:
    - Continued coordination with Design Consultant for construction phase services.
  - Water Treatment Plant:
    - Continued coordination with Design Consultant for construction phase services.
  - Booster Pump Station:

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

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- Coordinated with Design Consultant for construction phase services.
  - Inline Elevated Storage Tanks:
    - Continued coordination with Design Consultant for construction phase services for the South Inline Elevated Storage Tank.
    - Continued coordination with Design Consultant for final design development for the North Inline Elevated Storage Tank.
  - 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 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
  - On-going coordination with WTP, RWI, BPS, Segment A, Segment B, Segment D, Segment E, and South Inline EST Design Consultants during the construction phase.
  - Continued coordination with the Construction Management & Inspection team.
- Task 16 – Other Services
  - *Responded to City of San Marcos comments for the submitted City of San Marcos Watershed Protection Plan for the parcels to be platted near the Booster Pump Station.*
  - *Ongoing GBRA WTP Expansion option evaluation and cost projection development.*
- Task 18 – Environmental Construction Services
  - Attended construction status meetings.
  - Performed migratory bird nesting surveys.

**September 2023 Projection:**

- Task 2 – Stakeholder Coordination
  - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
  - Continue weekly task coordination with Alliance Water.
  - Prepare and present the Technical Committee Meeting Update.

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

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- 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
  - *Support ARWA staff in the continued budget presentation updates to the Technical Committee and Board Meetings.*
  - Prepare and present the monthly 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
  - Integrate each project schedule into overall Program schedule. Develop and distribute schedule update and memorandum.
  
- Task 6 – Data Management
  - Continue tracking the number of easements with final settlement outstanding.
  - Continue 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.
  - Continue updating of web-based GIS for easement acquisition process and alignment changes.
  
- Task 7 – Environmental Management
  - *Continue coordination with the Program Environmental Consultant in addressing comments on the Environmental Report submittal to the Texas Water Development Board.*
  - 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
  - *Continue negotiations with remaining Segment C parcels.*
  - Coordinate the appraisal process for Segment C and W parcels.
  - Coordinate with Program Survey Consultant and Design Consultants to address questions that arise as part of the field work coordination process.
  - Perform weekly QC of parcel files in SharePoint, provide comments to Legal Land Acquisition team.
  - Weekly coordination meeting with Legal Land Acquisition to discuss status of easement acquisition proceedings and to provide Program clarification on any questions/requests that have come from landowners.

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

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- Review Program Appraiser and Program Survey invoices.
- Continue field work coordination to notify landowners of upcoming field work by consultants as needed.
  
- Task 9 – Texas Water Development Board Management
  - *Coordinate with Program PM and Design Consultants to prepare additional Funding Release documentation.*
  - Continue coordination with ARWA, GBRA, and TWDB Staff to track all 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 Design Consultants 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
      - Continue coordination with Design Consultant for final design.
    - Segment D
      - Continue coordination with Design Consultant for construction phase services.
    - Segment E
      - Continue coordination with Design Consultant for construction phase services.
  - Raw Water Infrastructure:
    - Continue coordination with Design Consultant for construction phase services.
  - Water Treatment Plant:
    - 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 construction phase services for the South Inline Elevated Storage Tank.

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

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- Continue coordination with Design Consultant for final design development for the North Inline Elevated Storage Tanks.
  - 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 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.
  - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
  - On-going coordination with WTP, RWI, BPS, Segment A, Segment B, Segment D, Segment E, and South Inline Elevated Storage Tank Design Consultants during the construction phase.
  - On-going coordination with the Construction Management & Inspection team.
- Task 16 – Other Services
  - *Receive and address any remaining comments for the City of San Marcos Watershed Protection Plan for the parcels to be platted near the Booster Pump Station.*
  - *Ongoing GBRA WTP Expansion option evaluation and cost projection development.*
- Task 18 – Environmental Construction Services
  - Attend construction status meetings.
  - Perform migratory bird nesting surveys.

**Scope Elements Added/Removed:**

None at this time.

**Outstanding Issues/Concerns:**

None at this time.

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

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**HUB Participation:**

22.0 % allotted by Contract (based on contract total fee)

32.0 % to date of Billing

Design Consultant Certifications: N/A

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Croup, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$93,880.00	31.4%	\$29,480.00	\$19,580.00
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$5,000.00	0.0%	\$ -	\$ -
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$253,970.00	75.0%	\$190,491.42	\$158,554.12
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$4,755.00	0.0%	\$ -	\$ -
<b>Subtotal</b>			<b>\$357,605.00</b>	<b>61.5%</b>	<b>\$219,971.42</b>	<b>\$178,134.12</b>

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**H.12** Discussion and possible direction to Staff regarding funding options for the remaining Phase 1B projects and the Phase 1C/1D expansions. ~ *Graham Moore, P.E., Executive Director*

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Background/Information

Staff and consultants discussed with the Board various funding options at the August meeting. This effort continues and additional options are being considered. It was determined that the TWDB does not allow its funding to be paired with Federal funding (i.e. WIFIA) and therefore one strategy discussed at the August meeting seems less advantageous as the low WIFIA rates would have to be paired with the higher open market rates and the timeline risk of the WIFIA funding would still be a concern.

Staff and consultants continue to work with potential bridge financiers and expect to have more information in the near future as to structure and general rates for financing.

**Board Decision(s) Needed:**

- Possible direction to Staff.

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
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 27, 2023 at 3:00 P.M.  
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, including the discussion of goals for the next fiscal year and possible compensation adjustments.*
-

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

**BOARD MEMBER PACKETS**

Wednesday, September 27, 2023 at 3:00 P.M.  
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.

Attachment(s)

- Graham Moore's Draft Goals for FY 2023-24

**Board Decision(s) Needed:**

- Approval of the Executive Director's Goals for FY 2023-23 and compensation adjustments for the next fiscal year.



## ALLIANCE WATER

### Alliance Water- Executive Director Goals Through August 2024

<b>Goal:</b>	<b>Metric(s):</b>	<b>Result:</b>
1) Research and recommend organizational structure changes for the Board and Committees	a) Research options for organizational structure for Board and Committees including meeting frequency	
	b) Present options to Board and seek feedback	
	c) Determine necessary changes to current policies necessary to enact changes	
	d) Present recommended organizational changes to the Board for possible action	
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 alternative financing in addition to options for reducing expenditures.	
	b) Present the current budget status to the Technical Committee and Board monthly	
3) Meet regularly with Board members to provide updates and to discuss their issues/concerns	a) Reach out to Board Members individually to determine frequency of meetings	
	b) Meet with Board Members at frequency requested	
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	
	c) Routinely monitor website for additions and updates	
5) Water to be delivered to the Sponsors in 2024, except for the connections on Segment C	a) Provide updates at regular intervals to the Board on the scheduled progress of the overall Program	
	b) Have all Phase 1B Construction projects, except for the Administration Building, under contract by July 2024	

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

**BOARD MEMBER PACKETS**  
Wednesday, September 27, 2023 at 3:00 P.M.  
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

**K. ADJOURNMENT**

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