

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 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, January 24, 2024 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, January 24, 2024, at the County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640.

Members of the public wishing to make public comment during the meeting must be present at the public meeting location. 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. SEATING OF NEWLY APPOINTED DIRECTOR

C.1 Oath of Office and swearing in of Director

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

E. CONSENT AGENDA

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

E.1 Consider approval of minutes of the Regular Meeting held December 14, 2023. ~ Graham Moore, P.E., Executive Director

E.2 Consider approval of the financial reports for the periods ending November 2023 and December 2023. ~ Graham Moore, P.E., Executive Director

E.3 Consider approval of the Quarterly Investment Report for the period ending December 31, 2023. ~ Graham Moore, P.E., Executive Director

E.4 Consider approval of the Authority's Board meeting schedule for 2024. ~ Graham Moore, P.E., Executive Director

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- E.5 Consider adoption of Resolution 2024-01-24-001 authorizing, on behalf of the Authority, the Executive Director to enter into Pipeline Crossing Agreements with the Union Pacific Railroad for the Segment C Pipeline. ~ *Graham Moore, P.E., Executive Director*

F. PUBLIC HEARINGS / PRESENTATIONS

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

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

I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- I.1 Update and discussion regarding the Authority's public relations activities possible direction to staff and consultants. ~ *CD&P*
- I.2 Presentation, discussion and possible direction to Staff regarding the Operations and Maintenance Rate & Cost Allocation Study. ~ *Chris Ekrut, New Gen Strategies*
- I.3 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Toby Flinn, P.E., Pape-Dawson Engineers*
- I.4 Consider adoption of Resolution 2024-01-24-002 approving Work Order #8 with Pape-Dawson Engineers, Inc. for Construction Management and Inspection Services on the Authority's Phase 1B program, as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*

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- I.5 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- I.6 Consider adoption of Resolution 2024-01-24-003 confirming the rankings of the submittals in response to the competitive sealed proposal for the Phase 1B Segment C Project and authorizing Staff to enter negotiations with the top scoring contractor. ~ *Graham Moore, P.E., Executive Director*
- I.7 Consider adoption of Resolution 2024-01-24-004 authorizing the Executive Director to enter into an Interlocal Agreement with the Guadalupe-Blanco River Authority for design services for the expansion of the Carrizo Water Treatment Plant. ~ *Graham Moore, P.E., Executive Director*
- I.8 Consider adoption of Resolution 2024-01-24-005 approving Work Order #8 with Kimley-Horn & Associates, Inc. for Preliminary Engineering Design of the Authority's Carrizo Water Treatment Plant Expansion. ~ *Graham Moore, P.E., Executive Director*
- I.9 Update and possible direction to Staff regarding the Authority's Abridged Application to the Texas Water Development Board for funding from the State Water Implementation Fund of Texas in 2024. ~ *Graham Moore, P.E., Executive Director*
- I.10 Consider adoption of Resolution 2024-01-24-006 making Appointments of Directors to the Authority's Technical Committee. ~ *Graham Moore, P.E., Executive Director*
- J. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- K. EXECUTIVE SESSION
 - K.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
 - A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*

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- K.2 Action from Executive Session on the following matters:
- A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*

L. ADJOURNMENT

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

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A. CALL TO ORDER

No Backup Information for this Item.

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BOARD MEMBER PACKETS

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B. ROLL CALL

NAME	TERM ENDS	PRESENT
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	
Bryan Langley (Kyle – City Manager)	April 2024	
Marcus Naiser (San Marcos – Assistant Director of 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. SEATING OF NEWLY APPOINTED DIRECTOR

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C.1 Oath of Office and swearing in of Directors

Background/Information

Bryan Langley with the City of Kyle was recently appointed to replace Derrick Turley as a Director. Mr. Langley will be asked to verbally complete the Oath of Office at the meeting.

Attachment(s)

- Alliance Water – Director Oath of Office

Board Decision(s) Needed:

- None.

Oath of Office
ALLIANCE REGIONAL WATER AUTHORITY
Board of Directors

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

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

Signature

Date

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

Items E.1 through E.5 are presented as part of the consent agenda.

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- E.1** Consider approval of minutes of the Regular Meeting held December 15, 2023. ~
Graham Moore, P.E., Executive Director
-

Attachment(s)

- 2023 12 15 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Thursday, December 14, 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 Thursday, December 14, 2023 at County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640.

A. CALL TO ORDER.

- **The Alliance Water Board Meeting was called to order at 1:02 p.m. by Mr. Ramos.**

B. ROLL CALL.

- **Present: Hughson, Franke, Samford, Neffendorf, Ramos, Schmeits, Hjorth, Betz, Naiser and Kite with Gleason joining in Item H.1.**
- **Absent: Allen and vacant position.**

C. PUBLIC COMMENT PERIOD

- **None.**

D. CONSENT AGENDA

D.1 Consider approval of minutes of the Regular Meeting held November 29, 2023.

- **Motion to approve the consent agenda as presented was made by Ms. Schmeits, seconded by Mr. Ramos and approved on a 10-0 vote.**

E. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

F.1 Report on Technical Committee activities.

F.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L

Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities.

- **No items opened.**

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 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.**
 - **No Action.**
- H.2 Consider adoption of Resolution 2023-12-14-001 approving a Letter of Intent with Frontier for relocation of telecom facilities on SH-142 in an amount not-to-exceed \$50,000.
- **Motion to adopt Resolution 2023-12-14-001 approving a Letter of Intent with Frontier for relocation of telecom facilities as presented was made by Ms. Schmeits, seconded by Mr. Ramos and approved on a 11-0 vote.**
- 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 2023-12-14-002 authorizing the Issuance of Alliance Regional Water Authority Bond Anticipation Note (Regional Water Supply Contract Project), Series 2023; and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Such Note.
- **Motion to adopt Resolution 2023-12-14-002 authorizing the Issuance of ARWA BAN Series 2023 as presented was made by Mr. Ramos, seconded by Ms. Schmeits and approved on a 11-0 vote.**
- H.5 Consider adoption of Resolution 2023-12-14-003 Relating to Establishing the Authority's Intention to Reimburse Itself for the Expenditure of Funds Relating to the Payment of Project Costs for The Phase 1B Improvements Water Supply Project from the Proceeds of Tax- Exempt Obligations to be Issued by the Authority; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date.

- **Motion to adopt Resolution 2023-12-14-003 establishing the Authority's intent to reimburse itself for Phase 1B Improvements as presented was made by Ms. Schmeits, seconded by Mr. Ramos and approved on a 11-0 vote.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **No discussion.**
- J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
- A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*
- J.2 Action from Executive Session on the following matters:
- A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes.*
 - D. *Consideration of Resolution 2023-12-14-004 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.*
- **Motion to adopt Resolution 2023-12-14-004 as presented was made by Ms. Hughson, seconded by Mr. Hjorth and approved on a 11-0 vote.**

K. ADJOURNMENT

- Meeting was adjourned at 1:40 p.m. based on the motion by Mr. Ramos, seconded by Mr. Hjorth on a 11-0 vote.

APPROVED: _____, 2024

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, January 24, 2024 at 3:00 P.M.
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E.2 Consider approval of the financial reports for the periods ending November 2023 and December 2023. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- November 2023 Financial Report
- December 2023 Financial Report

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
November 30, 2023**

Alliance Regional Water Authority

Balance Sheet

01/17/24

As of November 30, 2023

Accrual Basis

	Nov 30, 23
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-624,929.13
1010 · Broadway Savings (4415)	1,244,006.70
Total 1004 · Broadway Bank	619,077.57
1015 · TexStar	
1015-01 · TexStar (3310)	4,082,211.09
1015-02 · TexStar (0300)	1,579,355.46
Total 1015 · TexStar	5,661,566.55
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	598,989.59
1052 · Kyle Debt Service (2787)	405,008.25
1055 · San Marcos Debt Service (6390)	503,317.05
1056 · Buda Debt Service (6391)	90,391.60
Total 1050 · Broadway Bank (Reserved)	1,597,706.49
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	353,058.55
1106 · BOKF, Escrow, Kyle Series 2015B	233,864.04
1111 · BOKF, Escrow, CRWA Series 2019A	1,876,091.10
1112 · BOKF, Escrow, Kyle Series 2019B	1,710,893.77
1113 · BOKF, Escrow, SM Series 2019C	2,178,079.09
1114 · BOKF, Escrow, Buda Series 2019D	308,241.60
1115 · BOKF, Escrow, CRWA Series 2020A	7,248,337.59
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,794,351.04
1117 · BOKF, Escrow, Kyle Series 2020B	6,609,477.97
1118 · BOKF, Escrow, Kyle 2020B-LM68	8,014,429.25
1119 · BOKF, Escrow, SM Series 2020C	8,450,325.66
1120 · BOKF, Escrow, SM 2020C-LM69	10,206,409.94
1121 · BOKF, Escrow, BUDA Series 2020D	1,093,897.21
1122 · BOKF, Escrow, Buda 2020D-LM70	1,438,487.32
1123 · BOKF, Escrow, CRWA Series 2022A	15,201,400.56
1124 · BOKF, Escrow, Kyle Series 2022B	13,853,781.11
1125 · BOKF, Escrow, SM 2022C	17,675,159.56
1126 · BOKF, Escrow, Buda Series 2022D	2,465,214.09
Total 1100 · Escrow Accounts	107,711,499.45
Total Checking/Savings	115,589,850.06
Accounts Receivable	
1201 · Accounts Receivable, GBRA	-32,463,895.89
Total Accounts Receivable	-32,463,895.89
Total Current Assets	83,125,954.17
Fixed Assets	
1405 · Engineering & Construction Cost	2,406,324.92
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	68,353.77
1420-02 · Hydrogeologic Support	227,255.52
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	45,251.01
Total 1420 · Projects in Progress (Cash)	470,955.46

Alliance Regional Water Authority

Balance Sheet

As of November 30, 2023

01/17/24

Accrual Basis

	Nov 30, 23
1430 · Projects in Progress Eng (Cash)	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	50,760.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	65,586.00
1430-09 · GCUWCD Monitoring Wells	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
1430-15 · O&M Rate Study	1,632.50
Total 1430 · Projects in Progress Eng (Cash)	888,861.89
1440 · Projects in Prog Eng. (Finance)	
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	1,395,258.56
1440-05 · Phase 1A-Construction Trailer	81,537.43
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	42,293,709.14
1440-16 · Phase 1B-Owners Rep	12,995,932.72
1440-17 · Phase 1B Environmental	3,844,674.07
1440-18 · Phase 1B Segment A Design	3,177,027.01
1440-19 · Phase 1B Segment B Design	2,968,955.16
1440-20 · Phase 1B Segment C Design	3,938,119.11
1440-21 · Phase 1B Segment D Design	3,068,147.12
1440-22 · Phase 1B Segment E Design	2,540,720.11
1440-23 · Phase 1B Land Attorney	4,721,565.71
1440-24 · Phase 1B Hydrogeology	540,941.00
1440-25 · Phase 1B WTP Design	5,745,654.37
1440-26 · Raw Water Infr.	1,687,509.18
1440-27 · Phase 1B Program Survey	3,529,587.91
1440-28 · Phase 1B BPS Design	3,137,044.04
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	549,551.50
1440-31 · Construction Mgmt & Inspection	11,211,889.19
1440-32 · Phase 1B Construction ARWA Only	3,841,392.95
1440-33 · SCADA Programming	622,429.64
1440-34 · Materials Testing	1,476,274.80
1440-35 · Shared Construction	178,452,706.12
Total 1440 · Projects in Prog Eng. (Finance)	305,892,522.61
1447 · Land & Easements	938,215.70
1448 · Capitalized Interest	
1448-51 · Cap Interest, CRWA Series 2015A	152,369.03
1448-52 · Cap Interest, Kyle Series 2015B	222,143.28
1448-53 · Cap Interest, CRWA Series 2017A	127,269.80
1448-54 · Cap Interest, Kyle Series 2017B	116,100.88
1448-55 · Cap Interest, SM Series 2017C	65,904.35
1448-56 · Cap Interest, Buda Series 2017D	9,576.21
Total 1448 · Capitalized Interest	693,363.55
Total Fixed Assets	311,290,244.13

Alliance Regional Water Authority

Balance Sheet

As of November 30, 2023

01/17/24

Accrual Basis

	Nov 30, 23
Other Assets	
1900 · Deferred Outflow	48,214.34
Total Other Assets	48,214.34
TOTAL ASSETS	394,464,412.64
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	5,643,624.40
Total Accounts Payable	5,643,624.40
Credit Cards	
2006 · Chase Bank VISA Card	6,217.77
Total Credit Cards	6,217.77
Other Current Liabilities	
2100 · Payroll Liabilities	-924.77
2102 · 401(a) Liability	4,128.69
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	16,476.81
2352 · Accrued Int Payable, Kyle 2015B	24,323.54
2353 · Accrued Int Payable, CRWA 2017A	66,375.48
2354 · Accrued Int Payable, Kyle 2017B	60,540.08
2355 · Accrued Int Payable, SM 2017C	47,682.00
2356 · Accrued Int Payable, Buda 2017D	6,772.08
2357 · Accrued Int Payable, CRWA 2019A	154,871.25
2358 · Accrued Int Payable, Kyle 2019B	141,321.14
2359 · Accrued Int Payable, SM 2019C	112,351.28
2360 · Accrued Int Payable, Buda 2019D	15,931.49
2361 · Accrued Int Payable, CRWA 2020A	179,825.86
2362 · Accrued Int Payable, Kyle 2020B	163,983.75
2363 · Accrued Int Payable, SM 2020C	114,112.95
2364 · Accrued Int Payable, Buda 2020D	16,160.67
2365 · Accrued Int Payable, CRWA 2022A	180,077.02
2366 · Accrued Int Payable, Kyle 2022B	164,716.57
2367 · Accrued Int Payable, SM 2022C	167,709.46
2368 · Accrued Int Payable, Buda 2022D	23,766.42
Total 2350 · Accrued Interest Payable	1,656,997.85
Total Other Current Liabilities	2,021,708.37
Total Current Liabilities	7,671,550.54
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	2,645,000.00
2502 · Bond Payable, Kyle Series 2015B	2,885,000.00
2503 · Bond Payable, CRWA Series 2017A	8,535,000.00
2504 · Bond Payable, Kyle Series 2017B	7,785,000.00
2505 · Bond Payable, SM Series 2017C	8,710,000.00
2506 · Bond Payable, Buda Series 2017D	1,235,000.00
2507 · Bond Payable, CRWA Series 2019A	24,285,000.00
2508 · Bond Payable, Kyle Series 2019B	22,155,000.00
2509 · Bond Payable, SM Series 2019C	26,305,000.00
2510 · Bond Payable, Buda Series 2019D	3,730,000.00
2511 · Bond Payable, CRWA Series 2020A	35,645,000.00
2512 · Bond Payable, Kyle Series 2020B	32,505,000.00
2513 · Bond Payable, SM Series 2020C	39,575,000.00
2514 · Bond Payable, Buda Series 2020D	5,605,000.00
2515 · Bond Payable, CRWA 2022A	14,830,000.00

Alliance Regional Water Authority

Balance Sheet

As of November 30, 2023

01/17/24

Accrual Basis

	<u>Nov 30, 23</u>
2516 · Bond Payable, Kyle 2022B	13,520,000.00
2517 · Bond Payable, SM 2022C	17,210,000.00
2518 · Bond Payable, Buda 2022D	<u>2,440,000.00</u>
Total Long Term Liabilities	<u>269,600,000.00</u>
Total Liabilities	277,271,550.54
Equity	
2925 · Net Investment in Capital Asset	56,633,807.98
2950 · Retained Earnings	60,938,731.61
Net Income	<u>-379,677.49</u>
Total Equity	<u>117,192,862.10</u>
TOTAL LIABILITIES & EQUITY	<u><u>394,464,412.64</u></u>

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

	November 2023	October 2023 November 2023	Annual Budget	Over/Under Budget	% of Annual Budget
Ordinary Income/Expense					
Income					
4010 · Project Contribution					
4011 · City of San Marcos	0.00	0.00	8,424,265.24	-8,424,265.24	0.0%
4012 · City of Kyle	0.00	0.00	5,593,354.67	-5,593,354.67	0.0%
4013 · City of Buda	0.00	0.00	1,163,980.04	-1,163,980.04	0.0%
4014 · Canyon Regional Water Authority	0.00	0.00	6,255,160.83	-6,255,160.83	0.0%
4015 · GBRA	0.00	0.00	0.00	0.00	0.0%
Total 4010 · Project Contribution	0.00	0.00	21,436,760.78	-21,436,760.78	0.0%
4200 · Shared Water					
4210 · Shared Water, City of Buda	19,858.93	19,858.93	0.00	19,858.93	100.0%
4211 · Shared Water, County Line SUD	37,024.30	37,024.30	0.00	37,024.30	100.0%
Total 4200 · Shared Water	56,883.23	56,883.23	0.00	56,883.23	100.0%
4250 · Non Potable Water Sales	3,170.48	3,170.48	0.00	3,170.48	100.0%
4300 · Broadway Interest Income					
4311 · City of San Marcos	6,019.97	7,218.48	6,000.00	1,218.48	120.31%
4312 · City of Kyle	4,641.63	5,542.15	9,250.00	-3,707.85	59.92%
4313 · City of Buda	800.45	921.35	1,050.00	-128.65	87.75%
4314 · Canyon Regional Water Authority	5,371.57	6,649.72	10,250.00	-3,600.28	64.88%
Total 4300 · Broadway Interest Income	16,833.62	20,331.70	26,550.00	-6,218.30	76.58%
4350 · Escrow Accounts Income					
4351 · BOKF, CRWA Series 2015A	1,515.42	2,971.00	0.00	0.00	100.0%
4352 · BOKF, Kyle Series 2015B	1,003.81	1,967.98	0.00	1,967.98	100.0%
4357 · BOKF, CRWA Series 2019A	8,052.68	15,787.29	0.00	15,787.29	100.0%
4358 · BOKF, Kyle Series 2019B	7,343.61	14,397.16	0.00	14,397.16	100.0%
4359 · BOKF, SM Series 2019C	9,348.90	18,328.53	0.00	18,328.53	100.0%
4360 · BOKF, Buda Series 2019D	1,323.06	2,593.86	0.00	2,593.86	100.0%
4361 · BOKF, CRWA Series 2020A	59,079.82	117,163.06	0.00	117,163.06	100.0%
4362 · BOKF, CRWA Series 2020A-LM67	37,747.79	74,005.03	0.00	74,005.03	100.0%
4363 · BOKF, Kyle Series 2020B	53,872.11	106,835.61	0.00	106,835.61	100.0%
4364 · BOKF, Kyle Series 2020B-LM68	34,400.15	67,441.95	0.00	67,441.95	100.0%
4365 · BOKF, SM Series 2020C	68,735.30	136,437.00	0.00	136,437.00	100.0%
4366 · BOKF, SM Series 2020C-LM69	43,808.73	85,887.60	0.00	85,887.60	100.0%
4367 · BOKF, Buda Series 2020D	9,349.41	18,826.34	0.00	18,826.34	100.0%
4368 · BOKF, Buda Series 2020D-LM70	6,174.38	12,104.96	0.00	12,104.96	100.0%
4369 · BOKF, CRWA Series 2022A	65,248.62	127,920.77	0.00	127,920.77	100.0%
4370 · BOKF, Kyle Series 2022B	59,464.26	116,580.47	0.00	116,580.47	100.0%
4371 · BOKF, SM Series 2022C	75,866.68	148,737.62	0.00	148,737.62	100.0%
4372 · BOKF, Buda Series 2022D	10,581.38	20,744.94	0.00	20,744.94	100.0%
Total 4350 · Escrow Accounts Income	552,916.11	1,088,731.17	0.00	1,085,760.17	100.0%
4370 · TexStar Interest Income					
4371 · City of San Marcos	10,211.61	14,101.97	120,000.00	-105,898.03	11.75%
4372 · City of Kyle	8,021.77	11,077.86	85,000.00	-73,922.14	13.03%
4373 · City of Buda	1,446.60	1,997.71	14,000.00	-12,002.29	14.27%
4374 · Canyon Regional Water Authority	8,796.33	12,147.52	100,000.00	-87,852.48	12.15%
Total 4370 · TexStar Interest Income	28,476.31	39,325.06	319,000.00	-279,674.94	12.33%
4901 · Miscellaneous Income	0.00	0.00	30,000.00	-30,000.00	0.0%
Total Income	658,279.75	1,208,441.64	21,812,310.78	-20,606,840.14	5.54%
Expenses					
6000 · Groundwater Reservation Costs	173,752.53	173,752.53	2,905,883.67	-2,732,131.14	5.98%
6010 · Shared Water Costs					
6015 · Shared Water, City of Kyle	4,698.51	4,698.51	0.00	4,698.51	100.0%
6020 · Shared Water, City of San Marcos	53,013.18	53,013.18	0.00	53,013.18	100.0%
Total 6010 · Shared Water Costs	57,711.69	57,711.69	0.00	57,711.69	100.0%
6200 · Plant Operations & Maintenance					
6201 · O&M, General	218,171.75	218,321.75	928,466.61	-710,144.86	23.51%
6240 · O&M, Buda BPS	465.96	1,020.14	5,000.00	-3,979.86	20.4%
Total 6200 · Plant Operations & Maintenance	218,637.71	219,341.89	933,466.61	-714,124.72	23.5%
7125 · Auditing fees	0.00	0.00	13,000.00	-13,000.00	0.0%
7210 · Bank Fees	179.10	488.74	4,000.00	-3,511.26	12.22%
7220 · Escrow and Paying Agent Fees	0.00	0.00	0.00	0.00	0.0%
7250 · Interest Expense					
7250-51 · Interest Expense - CRWA 2015A	4,737.84	9,475.68	54,319.00	-44,843.32	17.45%
7250-52 · Interest Expense - Kyle 2015B	6,967.34	13,934.68	82,116.50	-68,181.82	16.97%
7250-53 · Interest Expense - CRWA 2017A	19,003.96	38,007.92	224,726.50	-186,718.58	16.91%
7250-54 · Interest Expense - Kyle 2017B	17,333.04	34,666.08	204,983.00	-170,316.92	16.91%
7250-55 · Interest Expense - SM 2017C	13,690.16	27,380.32	158,676.50	-131,296.18	17.26%
7250-56 · Interest Expense - Buda 2017D	1,944.50	3,889.00	22,526.00	-18,637.00	17.26%
7250-57 · Interest Expense - CRWA 2019A	44,344.20	88,688.40	524,127.50	-435,439.10	16.92%
7250-58 · Interest Expense - Kyle 2019B	40,464.54	80,929.08	478,260.50	-397,331.42	16.92%
7250-59 · Interest Expense - SM 2019C	32,256.76	64,513.52	373,944.00	-309,430.48	17.25%
7250-60 · Interest Expense - Buda 2019D	4,574.12	9,148.24	53,019.00	-43,870.76	17.26%
7250-61 · Interest Expense - CRWA 2020A	51,401.28	102,802.56	614,928.50	-512,125.94	16.72%
7250-62 · Interest Expense - Kyle 2020B	46,873.04	93,746.08	560,751.00	-467,004.92	16.72%
7250-63 · Interest Expense - SM 2020C	32,640.20	65,280.40	388,616.50	-323,336.10	16.8%
7250-64 · Interest Expense - Buda 2020D	4,622.50	9,245.00	54,447.00	-45,202.00	16.98%
7250-65 · Interest Expense - CRWA 2022A	52,255.36	104,510.72	559,462.50	-454,951.78	18.68%

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

	November 2023	October 2023 November 2023	Annual Budget	Over/Under Budget	% of Annual Budget
7250-66 · Interest Expense - Kyle 2022B	47,820.94	95,641.88	510,090.00	-414,448.12	18.75%
7250-67 · Interest Expense - SM 2022C	48,666.50	97,333.00	521,039.00	-423,706.00	18.68%
7250-68 · Interest Expense - Buda 2022D	6,896.62	13,793.24	73,837.50	-60,044.26	18.68%
Total 7250 · Interest Expense	476,492.90	952,985.80	5,459,870.50	-4,506,884.70	17.45%
7325 · Dues	1,100.00	1,344.00	4,000.00	-2,656.00	33.6%
7350 · Insurance - Liability, E&O	5,200.86	5,200.86	15,000.00	-9,799.14	34.67%
7400 · Legal Fees	0.00	0.00	125,000.00	-125,000.00	0.0%
7410 · Newspaper Public Notices	0.00	368.00	750.00	-382.00	49.07%
7425 · Contract Services-Lobbyist	5,000.00	5,000.00	45,000.00	-40,000.00	11.11%
7430 · Agency Mgmt Public Relations	1,774.71	1,774.71	75,000.00	-73,225.29	2.37%
7440 · Region L Contributions	0.00	0.00	1,500.00	-1,500.00	0.0%
7450 · Permit & Fees	0.00	90,302.71	100,100.00	-9,797.29	90.21%
7500 · Supplies	636.05	2,787.15	15,000.00	-12,212.85	18.58%
7600 · Telephone, Telecommunications	126.31	252.62	1,500.00	-1,247.38	16.84%
7700 · Travel, Conferences & Meetings	365.08	473.65	5,000.00	-4,526.35	9.47%
7900 · Admin Operations - Other	0.00	0.00	2,000.00	-2,000.00	0.0%
7800 · Employee Expenses					
7810 · Salaries and wages	30,426.32	59,027.30	397,993.00	-338,965.70	14.83%
7820 · Auto Allowance	969.24	1,938.48	12,600.00	-10,661.52	15.39%
7821 · Phone Allowance	207.70	415.40	2,700.00	-2,284.60	15.39%
7830 · Payroll taxes	1,394.68	3,367.97	27,441.00	-24,073.03	12.27%
7840 · Employee Insurance	3,175.61	6,351.22	39,895.00	-33,543.78	15.92%
7850 · Retirement	2,664.15	5,174.41	48,561.00	-43,386.59	10.66%
7860 · Licenses & Permits	0.00	0.00	1,700.00	-1,700.00	0.0%
7865 · Mileage Reimbursement	0.00	0.00	800.00	-800.00	0.0%
7867 · Training	60.00	60.00	0.00	60.00	100.0%
7870 · Employee Expenses, Other	0.00	0.00	4,000.00	-4,000.00	0.0%
Total 7800 · Employee Expenses	38,897.70	76,334.78	535,690.00	-459,355.22	14.25%
Total Expenses	979,874.64	1,588,119.13	10,241,760.78	-8,651,641.65	15.51%
Net Ordinary Income	-321,594.89	-379,677.49	11,570,550.00	-11,955,198.49	-3.28%
Other Income/Expense					
Other Expense					
8550 · Bond Principal					
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	100,000.00	-100,000.00	0.0%
8550-53 · Bond Principal - CRWA 2017A	0.00	0.00	275,000.00	-275,000.00	0.0%
8550-54 · Bond Principal - Kyle 2017B	0.00	0.00	250,000.00	-250,000.00	0.0%
8550-55 · Bond Principal - SM 2017C	0.00	0.00	560,000.00	-560,000.00	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	760,000.00	-760,000.00	0.0%
8550-58 · Bond Principal - Kyle 2019B	0.00	0.00	695,000.00	-695,000.00	0.0%
8550-59 · Bond Principal - SM 2019C	0.00	0.00	1,520,000.00	-1,520,000.00	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	1,115,000.00	-1,115,000.00	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	2,195,000.00	-2,195,000.00	0.0%
8550-64 · Bond Principal - Buda 2020D	0.00	0.00	310,000.00	-310,000.00	0.0%
8550-65 · Bond Principal - CRWA 2022A	0.00	0.00	340,000.00	-340,000.00	0.0%
8550-66 · Bond Principal - Kyle 2022B	0.00	0.00	310,000.00	-310,000.00	0.0%
8550-67 · Bond Principal - SM 2022C	0.00	0.00	740,000.00	-740,000.00	0.0%
8550-68 · Bond Principal - Buda 2022D	0.00	0.00	105,000.00	-105,000.00	0.0%
Total 8550 · Bond Principal	0.00	0.00	10,780,000.00	-10,780,000.00	0.0%
Total Other Expense	0.00	0.00	10,780,000.00	-10,780,000.00	0.0%
Net Other Income	0.00	0.00	-10,780,000.00	10,780,000.00	0.0%
Net Income	-321,594.89	-379,677.49	790,550.00	-1,112,144.89	-48.03%

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

Type	Date	Name	Split	Amount	Balance
2006 · Chase Bank VISA Card					3,066.84
Credit Card Charge	10/25/2023	Adobo Acropro	7500 · Supplies	23.99	3,090.83
Credit Card Charge	10/26/2023	Squarespace Inc	7500 · Supplies	30.91	3,121.74
Credit Card Charge	10/26/2023	Schlotzsky's	7700 · Travel, Conf...	28.12	3,149.86
Credit Card Charge	10/26/2023	UPS Store	7500 · Supplies	10.00	3,159.86
Credit Card Charge	10/27/2023	ARC Lakeside Blueprint	1440-20 · Phase 1B...	456.97	3,616.83
Credit Card Charge	10/27/2023	ARC Lakeside Blueprint	1440-20 · Phase 1B...	44.00	3,660.83
Credit Card Charge	10/30/2023	City of Uhland	1440-20 · Phase 1B...	307.50	3,968.33
Credit Card Charge	10/30/2023	Verizon	7600 · Telephone, T...	126.31	4,094.64
Credit Card Charge	10/31/2023	Barton Publications	7410 · Newspaper ...	368.00	4,462.64
Credit Card Charge	10/31/2023	Willscot Mobile Mini	1440-05 · Phase 1A...	651.70	5,114.34
Credit Card Charge	10/31/2023	GoDaddy.com	7500 · Supplies	22.17	5,136.51
Credit Card Charge	11/01/2023	UPS Store	7500 · Supplies	10.00	5,146.51
Credit Card Charge	11/01/2023	Stamps Com	7500 · Supplies	20.19	5,166.70
Credit Card Charge	11/01/2023	Google GSuite	7500 · Supplies	12.79	5,179.49
Credit Card Charge	11/01/2023	Google GSuite	7500 · Supplies	24.52	5,204.01
Credit Card Charge	11/02/2023	Mr. Taco	7700 · Travel, Conf...	45.60	5,249.61
Credit Card Charge	11/03/2023	Pedernales Electric	6240 · O&M, Buda ...	465.96	5,715.57
Credit Card Charge	11/03/2023	Fedex	7500 · Supplies	29.15	5,744.72
Credit Card Charge	11/09/2023	Spicy Bite	7700 · Travel, Conf...	48.04	5,792.76
Credit Card Charge	11/09/2023	USPS	7500 · Supplies	8.56	5,801.32
Credit Card Charge	11/09/2023	Fedex	7500 · Supplies	29.03	5,830.35
Credit Card Charge	11/10/2023	Rackspace	7500 · Supplies	265.45	6,095.80
Credit Card Charge	11/13/2023	Outback	7700 · Travel, Conf...	51.81	6,147.61
Credit Card Charge	11/14/2023	Willscot Mobile Mini	1440-05 · Phase 1A...	651.70	6,799.31
Check	11/14/2023	Chase	1005 · Broadway C...	-3,066.84	3,732.47
Credit Card Charge	11/15/2023	Adobo Acropro	7500 · Supplies	21.64	3,754.11
Credit Card Charge	11/15/2023	Piscis Seafood	7700 · Travel, Conf...	78.08	3,832.19
Credit Card Charge	11/16/2023	UPS Store	7500 · Supplies	10.00	3,842.19
Credit Card Charge	11/16/2023	Rackspace	7500 · Supplies	116.68	3,958.87
Credit Card Charge	11/17/2023	Bluebonnet Electric Coopera...	6201 · O&M, General	1,585.00	5,543.87
Credit Card Charge	11/20/2023	Training	7867 · Training	60.00	5,603.87
Credit Card Charge	11/22/2023	Logan's	7700 · Travel, Conf...	98.85	5,702.72
Credit Card Charge	11/23/2023	Fedex	7500 · Supplies	33.14	5,735.86
Credit Card Charge	11/25/2023	Adobo Acropro	7500 · Supplies	23.99	5,759.85
Credit Card Charge	11/26/2023	Squarespace Inc	7500 · Supplies	30.91	5,790.76
Credit Card Charge	11/28/2023	Saltgrass	7700 · Travel, Conf...	42.70	5,833.46
Credit Card Charge	11/30/2023	Barton Publications	1440-20 · Phase 1B...	258.00	6,091.46
Credit Card Charge	11/30/2023	Verizon	7600 · Telephone, T...	126.31	6,217.77
Total 2006 · Chase Bank VISA Card				3,150.93	6,217.77
TOTAL				3,150.93	6,217.77



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

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

Alliance Regional Water Authority

Balance Sheet

01/17/24

As of December 31, 2023

Accrual Basis

	Dec 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-258,880.99
1010 · Broadway Savings (4415)	1,097,093.03
	838,212.04
Total 1004 · Broadway Bank	838,212.04
1015 · TexStar	
1015-01 · TexStar (3310)	45,990,999.89
1015-02 · TexStar (0300)	1,210.60
	45,992,210.49
Total 1015 · TexStar	45,992,210.49
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	1,766,452.44
1052 · Kyle Debt Service (2787)	405,438.22
1055 · San Marcos Debt Service (6390)	503,958.26
1056 · Buda Debt Service (6391)	318,887.37
	2,994,736.29
Total 1050 · Broadway Bank (Reserved)	2,994,736.29
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	354,535.91
1106 · BOKF, Escrow, Kyle Series 2015B	234,842.64
1111 · BOKF, Escrow, CRWA Series 2019A	1,883,941.56
1112 · BOKF, Escrow, Kyle Series 2019B	1,718,052.96
1113 · BOKF, Escrow, SM Series 2019C	2,187,193.21
1114 · BOKF, Escrow, Buda Series 2019D	309,531.43
1115 · BOKF, Escrow, CRWA Series 2020A	7,280,487.15
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,831,150.79
1117 · BOKF, Escrow, Kyle Series 2020B	6,638,793.87
1118 · BOKF, Escrow, Kyle 2020B-LM68	8,047,965.43
1119 · BOKF, Escrow, SM Series 2020C	8,487,797.35
1120 · BOKF, Escrow, SM 2020C-LM69	10,249,118.41
1121 · BOKF, Escrow, BUDA Series 2020D	1,098,773.72
1122 · BOKF, Escrow, Buda 2020D-LM70	1,444,506.63
1123 · BOKF, Escrow, CRWA Series 2022A	15,265,010.45
1124 · BOKF, Escrow, Kyle Series 2022B	13,911,751.92
1125 · BOKF, Escrow, SM 2022C	17,749,120.83
1126 · BOKF, Escrow, Buda Series 2022D	2,475,529.72
	108,168,103.98
Total 1100 · Escrow Accounts	108,168,103.98
Total Checking/Savings	157,993,262.80
Accounts Receivable	
1201 · Accounts Receivable, GBRA	-32,463,895.89
	-32,463,895.89
Total Accounts Receivable	-32,463,895.89
Total Current Assets	125,529,366.91
Fixed Assets	
1405 · Engineering & Construction Cost	2,406,324.92
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	68,353.77
1420-02 · Hydrogeologic Support	230,050.52
1420-03 · PCCD Permitting	105,095.16
1420-04 · Kyle Water Model	25,000.00
1420-11 · Legal Support, GBRA	45,251.01
	473,750.46
Total 1420 · Projects in Progress (Cash)	473,750.46

Alliance Regional Water Authority

Balance Sheet

As of December 31, 2023

01/17/24

Accrual Basis

	Dec 31, 23
1430 · Projects in Progress Eng (Cash)	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	50,760.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	65,586.00
1430-09 · GCUWCD Monitoring Wells	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
1430-15 · O&M Rate Study	6,127.50
Total 1430 · Projects in Progress Eng (Cash)	893,356.89
1440 · Projects in Prog Eng. (Finance)	
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	1,418,981.56
1440-05 · Phase 1A-Construction Trailer	82,189.13
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	42,296,842.94
1440-16 · Phase 1B-Owners Rep	13,097,121.49
1440-17 · Phase 1B Environmental	3,844,674.07
1440-18 · Phase 1B Segment A Design	3,177,027.01
1440-19 · Phase 1B Segment B Design	2,968,955.16
1440-20 · Phase 1B Segment C Design	3,938,219.10
1440-21 · Phase 1B Segment D Design	3,068,147.12
1440-22 · Phase 1B Segment E Design	2,540,720.11
1440-23 · Phase 1B Land Attorney	4,933,932.49
1440-24 · Phase 1B Hydrogeology	540,941.00
1440-25 · Phase 1B WTP Design	5,745,654.37
1440-26 · Raw Water Infr.	1,687,509.18
1440-27 · Phase 1B Program Survey	3,529,587.91
1440-28 · Phase 1B BPS Design	3,186,170.41
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	549,551.50
1440-31 · Construction Mgmt & Inspection	11,696,779.17
1440-32 · Phase 1B Construction ARWA Only	3,841,392.95
1440-33 · SCADA Programming	622,429.64
1440-34 · Materials Testing	1,593,325.55
1440-35 · Shared Construction	188,352,103.55
Total 1440 · Projects in Prog Eng. (Finance)	316,784,151.18
1447 · Land & Easements	938,215.70
1448 · Capitalized Interest	
1448-51 · Cap Interest, CRWA Series 2015A	152,369.03
1448-52 · Cap Interest, Kyle Series 2015B	222,143.28
1448-53 · Cap Interest, CRWA Series 2017A	127,269.80
1448-54 · Cap Interest, Kyle Series 2017B	116,100.88
1448-55 · Cap Interest, SM Series 2017C	65,904.35
1448-56 · Cap Interest, Buda Series 2017D	9,576.21
Total 1448 · Capitalized Interest	693,363.55
Total Fixed Assets	322,189,162.70

Alliance Regional Water Authority

Balance Sheet

01/17/24

As of December 31, 2023

Accrual Basis

	Dec 31, 23
Other Assets	
1900 · Deferred Outflow	48,214.34
Total Other Assets	48,214.34
TOTAL ASSETS	447,766,743.95
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	5,537,605.95
Total Accounts Payable	5,537,605.95
Credit Cards	
2006 · Chase Bank VISA Card	18,998.16
Total Credit Cards	18,998.16
Other Current Liabilities	
2100 · Payroll Liabilities	-924.77
2102 · 401(a) Liability	3,947.40
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	21,214.65
2352 · Accrued Int Payable, Kyle 2015B	31,290.88
2353 · Accrued Int Payable, CRWA 2017A	85,379.44
2354 · Accrued Int Payable, Kyle 2017B	77,873.12
2355 · Accrued Int Payable, SM 2017C	61,372.16
2356 · Accrued Int Payable, Buda 2017D	8,716.58
2357 · Accrued Int Payable, CRWA 2019A	199,215.45
2358 · Accrued Int Payable, Kyle 2019B	181,785.68
2359 · Accrued Int Payable, SM 2019C	144,608.04
2360 · Accrued Int Payable, Buda 2019D	20,505.61
2361 · Accrued Int Payable, CRWA 2020A	231,227.14
2362 · Accrued Int Payable, Kyle 2020B	210,856.79
2363 · Accrued Int Payable, SM 2020C	146,753.15
2364 · Accrued Int Payable, Buda 2020D	20,783.17
2365 · Accrued Int Payable, CRWA 2022A	232,332.38
2366 · Accrued Int Payable, Kyle 2022B	212,537.51
2367 · Accrued Int Payable, SM 2022C	216,375.96
2368 · Accrued Int Payable, Buda 2022D	30,663.04
Total 2350 · Accrued Interest Payable	2,133,490.75
2499 · BAN Series 2023	46,000,000.00
Total Other Current Liabilities	48,498,019.98
Total Current Liabilities	54,054,624.09
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	2,645,000.00
2502 · Bond Payable, Kyle Series 2015B	2,885,000.00
2503 · Bond Payable, CRWA Series 2017A	8,535,000.00
2504 · Bond Payable, Kyle Series 2017B	7,785,000.00
2505 · Bond Payable, SM Series 2017C	8,710,000.00
2506 · Bond Payable, Buda Series 2017D	1,235,000.00
2507 · Bond Payable, CRWA Series 2019A	24,285,000.00
2508 · Bond Payable, Kyle Series 2019B	22,155,000.00
2509 · Bond Payable, SM Series 2019C	26,305,000.00
2510 · Bond Payable, Buda Series 2019D	3,730,000.00
2511 · Bond Payable, CRWA Series 2020A	35,645,000.00
2512 · Bond Payable, Kyle Series 2020B	32,505,000.00
2513 · Bond Payable, SM Series 2020C	39,575,000.00

Alliance Regional Water Authority

Balance Sheet

01/17/24

As of December 31, 2023

Accrual Basis

	Dec 31, 23
2514 · Bond Payable, Buda Series 2020D	5,605,000.00
2515 · Bond Payable, CRWA 2022A	14,830,000.00
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
Total Long Term Liabilities	269,600,000.00
Total Liabilities	323,654,624.09
Equity	
2925 · Net Investment in Capital Asset	56,633,807.98
2950 · Retained Earnings	60,938,731.61
Net Income	6,539,580.27
Total Equity	124,112,119.86
TOTAL LIABILITIES & EQUITY	447,766,743.95

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

	December 2023	October 2023 December 2023	Annual Budget	Over/Under Budget	% of Annual Budget
Ordinary Income/Expense					
Income					
4010 · Project Contribution					
4011 · City of San Marcos	0.00	0.00	8,424,265.24	-8,424,265.24	0.0%
4012 · City of Kyle	0.00	0.00	5,593,354.67	-5,593,354.67	0.0%
4013 · City of Buda	282,666.38	282,666.38	1,163,980.04	-881,313.66	24.28%
4014 · Canyon Regional Water Authority	1,495,270.02	1,495,270.02	6,255,160.83	-4,759,890.81	23.91%
4015 · GBRA	5,951,497.24	5,951,497.24	0.00	5,951,497.24	100.0%
Total 4010 · Project Contribution	7,729,433.64	7,729,433.64	21,436,760.78	-13,707,327.14	36.06%
4200 · Shared Water					
4210 · Shared Water, City of Buda	19,858.93	39,717.86	0.00	39,717.86	100.0%
4211 · Shared Water, County Line SUD	66,514.55	103,538.85	0.00	103,538.85	100.0%
Total 4200 · Shared Water	86,373.48	143,256.71	0.00	143,256.71	100.0%
4250 · Non Potable Water Sales	3,168.95	6,339.43	0.00	6,339.43	100.0%
4300 · Broadway Interest Income					
4311 · City of San Marcos	3,426.79	10,645.27	6,000.00	4,645.27	177.42%
4312 · City of Kyle	2,618.19	8,160.34	9,250.00	-1,089.66	88.22%
4313 · City of Buda	433.00	1,354.35	1,050.00	304.35	128.99%
4314 · Canyon Regional Water Authority	4,221.34	10,871.06	10,250.00	621.06	106.06%
Total 4300 · Broadway Interest Income	10,699.32	31,031.02	26,550.00	4,481.02	116.88%
4350 · Escrow Accounts Income					
4351 · BOKF, CRWA Series 2015A	1,477.36	4,448.36	0.00	0.00	100.0%
4352 · BOKF, Kyle Series 2015B	978.60	2,946.58	0.00	2,946.58	100.0%
4357 · BOKF, CRWA Series 2019A	7,850.46	23,637.75	0.00	23,637.75	100.0%
4358 · BOKF, Kyle Series 2019B	7,159.19	21,556.35	0.00	21,556.35	100.0%
4359 · BOKF, SM Series 2019C	9,114.12	27,442.65	0.00	27,442.65	100.0%
4360 · BOKF, Buda Series 2019D	1,289.83	3,883.69	0.00	3,883.69	100.0%
4361 · BOKF, CRWA Series 2020A	32,149.56	149,312.62	0.00	149,312.62	100.0%
4362 · BOKF, CRWA Series 2020A-LM67	36,799.75	110,804.78	0.00	110,804.78	100.0%
4363 · BOKF, Kyle Series 2020B	29,315.90	136,151.51	0.00	136,151.51	100.0%
4364 · BOKF, Kyle Series 2020B-LM68	33,536.18	100,978.13	0.00	100,978.13	100.0%
4365 · BOKF, SM Series 2020C	37,471.69	173,908.69	0.00	173,908.69	100.0%
4366 · BOKF, SM Series 2020C-LM69	42,708.47	128,596.07	0.00	128,596.07	100.0%
4367 · BOKF, Buda Series 2020D	4,876.51	23,702.85	0.00	23,702.85	100.0%
4368 · BOKF, Buda Series 2020D-LM70	6,019.31	18,124.27	0.00	18,124.27	100.0%
4369 · BOKF, CRWA Series 2022A	63,609.89	191,530.66	0.00	191,530.66	100.0%
4370 · BOKF, Kyle Series 2022B	57,970.81	174,551.28	0.00	174,551.28	100.0%
4371 · BOKF, SM Series 2022C	73,961.27	222,698.89	0.00	222,698.89	100.0%
4372 · BOKF, Buda Series 2022D	10,315.63	31,060.57	0.00	31,060.57	100.0%
Total 4350 · Escrow Accounts Income	456,604.53	1,545,335.70	0.00	1,540,887.34	100.0%
4370 · TexStar Interest Income					
4371 · City of San Marcos	28,382.81	42,484.78	120,000.00	-77,515.22	35.4%
4372 · City of Kyle	22,296.25	33,374.11	85,000.00	-51,625.89	39.26%
4373 · City of Buda	4,020.77	6,018.48	14,000.00	-7,981.52	42.99%
4374 · Canyon Regional Water Authority	24,449.11	36,596.63	100,000.00	-63,403.37	36.6%
Total 4370 · TexStar Interest Income	79,148.94	118,474.00	319,000.00	-200,526.00	37.14%
4901 · Miscellaneous Income	0.00	0.00	30,000.00	-30,000.00	0.0%
Total Income	8,365,428.86	9,573,870.50	21,812,310.78	-12,242,888.64	43.89%
Expenses					
6000 · Groundwater Reservation Costs					
6000 · Groundwater Reservation Costs	77,156.40	250,908.93	2,905,883.67	-2,654,974.74	8.64%
6010 · Shared Water Costs					
6015 · Shared Water, City of Kyle	4,696.17	9,394.68	0.00	9,394.68	100.0%
6020 · Shared Water, City of San Marcos	43,913.23	96,926.41	0.00	96,926.41	100.0%
Total 6010 · Shared Water Costs	48,609.40	106,321.09	0.00	106,321.09	100.0%
6200 · Plant Operations & Maintenance					
6201 · O&M, General	231,583.21	449,904.96	928,466.61	-478,561.65	48.46%
6240 · O&M, Buda BPS	626.61	1,646.75	5,000.00	-3,353.25	32.94%
Total 6200 · Plant Operations & Maintenance	232,209.82	451,551.71	933,466.61	-481,914.90	48.37%
7125 · Auditing fees	0.00	0.00	13,000.00	-13,000.00	0.0%
7210 · Bank Fees	427.84	916.58	4,000.00	-3,083.42	22.92%
7220 · Escrow and Paying Agent Fees	0.00	0.00	0.00	0.00	0.0%
7240 · Bond Issue Costs					
7249 · Bond Issue Costs - Series 2023	548,505.00	548,505.00	0.00	548,505.00	100.0%
Total 7240 · Bond Issue Costs	548,505.00	548,505.00	0.00	548,505.00	100.0%
7250 · Interest Expense					
7250-51 · Interest Expense - CRWA 2015A	4,737.84	14,213.52	54,319.00	-40,105.48	26.17%
7250-52 · Interest Expense - Kyle 2015B	6,967.34	20,902.02	82,116.50	-61,214.48	25.45%
7250-53 · Interest Expense - CRWA 2017A	19,003.96	57,011.88	224,726.50	-167,714.62	25.37%
7250-54 · Interest Expense - Kyle 2017B	17,333.04	51,999.12	204,983.00	-152,983.88	25.37%
7250-55 · Interest Expense - SM 2017C	13,690.16	41,070.48	158,676.50	-117,606.02	25.88%
7250-56 · Interest Expense - Buda 2017D	1,944.50	5,833.50	22,526.00	-16,692.50	25.9%
7250-57 · Interest Expense - CRWA 2019A	44,344.20	133,032.60	524,127.50	-391,094.90	25.38%
7250-58 · Interest Expense - Kyle 2019B	40,464.54	121,393.62	478,260.50	-356,866.88	25.38%
7250-59 · Interest Expense - SM 2019C	32,256.76	96,770.28	373,944.00	-277,173.72	25.88%
7250-60 · Interest Expense - Buda 2019D	4,574.12	13,722.36	53,019.00	-39,296.64	25.88%
7250-61 · Interest Expense - CRWA 2020A	51,401.28	154,203.84	614,928.50	-460,724.66	25.08%
7250-62 · Interest Expense - Kyle 2020B	46,873.04	140,619.12	560,751.00	-420,131.88	25.08%

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

	December 2023	October 2023 December 2023	Annual Budget	Over/Under Budget	% of Annual Budget
7250-63 · Interest Expense - SM 2020C	32,640.20	97,920.60	388,616.50	-290,695.90	25.2%
7250-64 · Interest Expense - Buda 2020D	4,622.50	13,867.50	54,447.00	-40,579.50	25.47%
7250-65 · Interest Expense - CRWA 2022A	52,255.36	156,766.08	559,462.50	-402,696.42	28.02%
7250-66 · Interest Expense - Kyle 2022B	47,820.94	143,462.82	510,090.00	-366,627.18	28.13%
7250-67 · Interest Expense - SM 2022C	48,666.50	145,999.50	521,039.00	-375,039.50	28.02%
7250-68 · Interest Expense - Buda 2022D	6,896.62	20,689.86	73,837.50	-53,147.64	28.02%
Total 7250 · Interest Expense	476,492.90	1,429,478.70	5,459,870.50	-4,030,391.80	26.18%
7325 · Dues	1,779.00	3,123.00	4,000.00	-877.00	78.08%
7350 · Insurance - Liability, E&O	0.00	5,200.86	15,000.00	-9,799.14	34.67%
7400 · Legal Fees	6,691.62	6,691.62	125,000.00	-118,308.38	5.35%
7410 · Newspaper Public Notices	0.00	368.00	750.00	-382.00	49.07%
7425 · Contract Services-Lobbyist	10,000.00	15,000.00	45,000.00	-30,000.00	33.33%
7430 · Agency Mgmt Public Relations	6,799.33	8,574.04	75,000.00	-66,425.96	11.43%
7440 · Region L Contributions	0.00	0.00	1,500.00	-1,500.00	0.0%
7450 · Permit & Fees	0.00	90,302.71	100,100.00	-9,797.29	90.21%
7500 · Supplies	482.53	3,269.68	15,000.00	-11,730.32	21.8%
7600 · Telephone, Telecommunications	0.00	252.62	1,500.00	-1,247.38	16.84%
7700 · Travel, Conferences & Meetings	182.97	656.62	5,000.00	-4,343.38	13.13%
7900 · Admin Operations - Other	0.00	0.00	2,000.00	-2,000.00	0.0%
7800 · Employee Expenses					
7810 · Salaries and wages	29,076.32	88,103.62	397,993.00	-309,889.38	22.14%
7820 · Auto Allowance	969.24	2,907.72	12,600.00	-9,692.28	23.08%
7821 · Phone Allowance	207.70	623.10	2,700.00	-2,076.90	23.08%
7830 · Payroll taxes	1,290.06	4,658.03	27,441.00	-22,782.97	16.98%
7840 · Employee Insurance	3,175.61	9,526.83	39,895.00	-30,368.17	23.88%
7850 · Retirement	2,550.36	7,724.77	48,561.00	-40,836.23	15.91%
7860 · Licenses & Permits	0.00	0.00	1,700.00	-1,700.00	0.0%
7865 · Mileage Reimbursement	0.00	0.00	800.00	-800.00	0.0%
7867 · Training	-435.00	-375.00	0.00	-375.00	100.0%
7870 · Employee Expenses, Other	0.00	0.00	4,000.00	-4,000.00	0.0%
Total 7800 · Employee Expenses	36,834.29	113,169.07	535,690.00	-422,520.93	21.13%
Total Expenses	1,446,171.10	3,034,290.23	10,241,760.78	-7,753,975.55	29.63%
Net Ordinary Income	6,919,257.76	6,539,580.27	11,570,550.00	-4,488,913.09	56.52%
Other Income/Expense					
Other Expense					
8550 · Bond Principal					
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	100,000.00	-100,000.00	0.0%
8550-53 · Bond Principal - CRWA 2017A	0.00	0.00	275,000.00	-275,000.00	0.0%
8550-54 · Bond Principal - Kyle 2017B	0.00	0.00	250,000.00	-250,000.00	0.0%
8550-55 · Bond Principal - SM 2017C	0.00	0.00	560,000.00	-560,000.00	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	760,000.00	-760,000.00	0.0%
8550-58 · Bond Principal - Kyle 2019B	0.00	0.00	695,000.00	-695,000.00	0.0%
8550-59 · Bond Principal - SM 2019C	0.00	0.00	1,520,000.00	-1,520,000.00	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	1,115,000.00	-1,115,000.00	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	2,195,000.00	-2,195,000.00	0.0%
8550-64 · Bond Principal - Buda 2020D	0.00	0.00	310,000.00	-310,000.00	0.0%
8550-65 · Bond Principal - CRWA 2022A	0.00	0.00	340,000.00	-340,000.00	0.0%
8550-66 · Bond Principal - Kyle 2022B	0.00	0.00	310,000.00	-310,000.00	0.0%
8550-67 · Bond Principal - SM 2022C	0.00	0.00	740,000.00	-740,000.00	0.0%
8550-68 · Bond Principal - Buda 2022D	0.00	0.00	105,000.00	-105,000.00	0.0%
Total 8550 · Bond Principal	0.00	0.00	10,780,000.00	-10,780,000.00	0.0%
Total Other Expense	0.00	0.00	10,780,000.00	-10,780,000.00	0.0%
Net Other Income	0.00	0.00	-10,780,000.00	10,780,000.00	0.0%
Net Income	6,919,257.76	6,539,580.27	790,550.00	6,128,707.76	827.22%

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

Type	Date	Name	Split	Amount	Balance
2006 · Chase Bank VISA Card					5,603.87
Credit Card Charge	11/22/2023	Logan's	7700 · Travel, Conf...	98.85	5,702.72
Credit Card Charge	11/23/2023	Fedex	7500 · Supplies	33.14	5,735.86
Credit Card Charge	11/25/2023	Adobo Acropro	7500 · Supplies	23.99	5,759.85
Credit Card Charge	11/26/2023	Squarespace Inc	7500 · Supplies	30.91	5,790.76
Credit Card Charge	11/28/2023	Saltgrass	7700 · Travel, Conf...	42.70	5,833.46
Credit Card Charge	11/30/2023	Barton Publications	1440-20 · Phase 1B...	258.00	6,091.46
Credit Card Charge	11/30/2023	Verizon	7600 · Telephone, T...	126.31	6,217.77
Credit Card Charge	12/01/2023	Stamps Com	7500 · Supplies	20.19	6,237.96
Credit Card Charge	12/01/2023	Google GSuite	7500 · Supplies	12.79	6,250.75
Credit Card Charge	12/01/2023	Google GSuite	7500 · Supplies	24.51	6,275.26
Credit Card Charge	12/04/2023	Pedernales Electric	6240 · O&M, Buda ...	582.14	6,857.40
Credit Card Charge	12/07/2023	Amtek Information	1440-20 · Phase 1B...	99.99	6,957.39
Credit Card Charge	12/10/2023	Rackspace	7500 · Supplies	288.65	7,246.04
Credit Card Charge	12/11/2023	Home Depot	6240 · O&M, Buda ...	44.47	7,290.51
Credit Card Charge	12/13/2023	Guadalupe Valley Electric C...	6201 · O&M, General	13,259.45	20,549.96
Check	12/14/2023	Chase	1005 · Broadway C...	-5,603.87	14,946.09
Credit Card Charge	12/15/2023	Bluebonnet Electric Coopera...	6201 · O&M, General	1,737.01	16,683.10
Credit Card Charge	12/15/2023	Adobo Acropro	7500 · Supplies	21.64	16,704.74
Credit Card Charge	12/16/2023	Rackspace	7500 · Supplies	114.75	16,819.49
Credit Card Charge	12/18/2023	Willscot Mobile Mini	1440-05 · Phase 1A...	651.70	17,471.19
Credit Card Charge	12/18/2023	Texican Cafe	7700 · Travel, Conf...	63.92	17,535.11
Credit Card Charge	12/20/2023	Texas Water Conservation A...	7325 · Dues	1,779.00	19,314.11
Credit Card Charge	12/20/2023	Mud Bugs	7700 · Travel, Conf...	119.05	19,433.16
Credit Card Credit	12/20/2023	TEEX	7867 · Training	-435.00	18,998.16
Total 2006 · Chase Bank VISA Card				13,394.29	18,998.16
TOTAL				13,394.29	18,998.16

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

E.3 Consider approval of the Quarterly Investment Report for the period ending December 31, 2023. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- December 31, 2023 Quarterly Investment Report

Board Decision(s) Needed:

- Approval of the quarterly investment report.

Alliance Regional Water Authority



Quarterly Investment Report Ending as of December 31, 2023

Submitted by:

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

Graham Moore – Alliance Regional Water Authority Investment Officer

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

**Alliance Regional Water Authority
Quarterly Investment Report
September 30, 2023 – December 31, 2023**

Portfolio Allocation Analysis

Portfolio as of September 30, 2023

Beginning Book Value \$133,629,301.95
Beginning Market Value \$133,629,301.95
Unrealized Gain / Loss – 0 –

Portfolio as of December 31, 2023

Ending Book Value \$158,100,686.41
Ending Market Value \$158,100,686.41
Accrued Interest \$1,694,840.72
Change in Unrealized Gain/Loss – 0 –

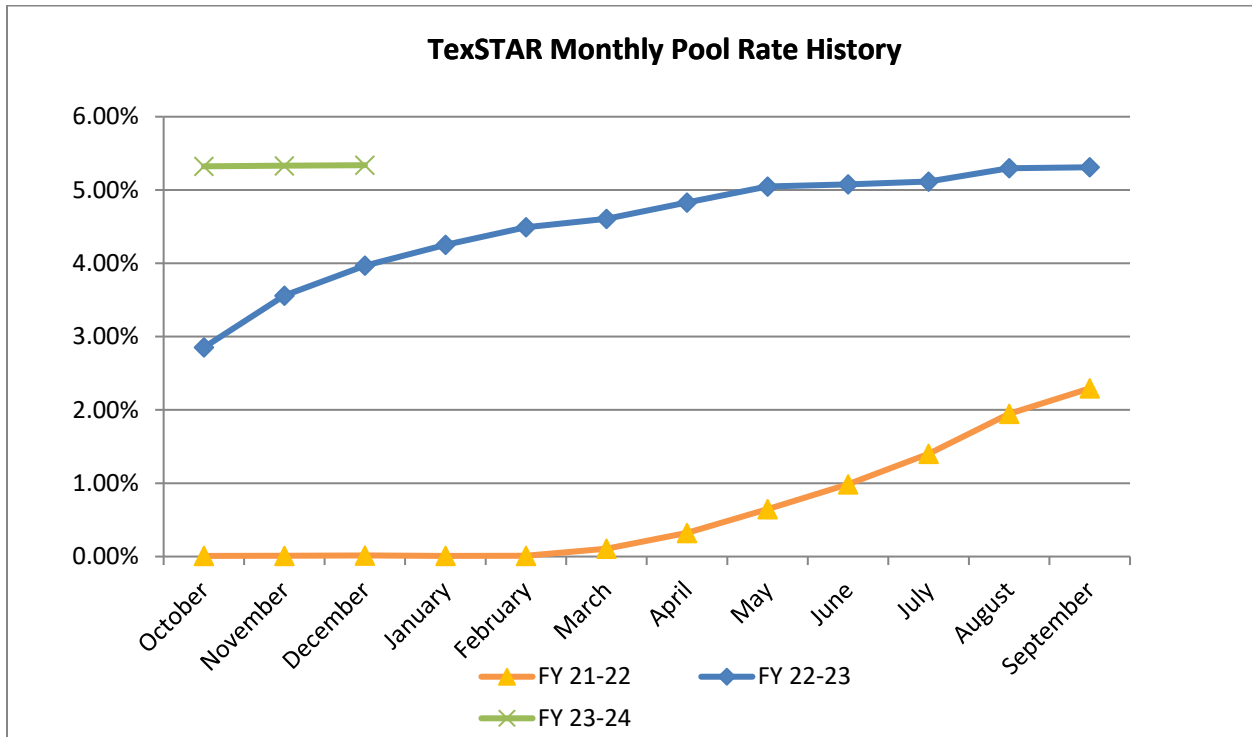
Schedule of Cash Accounts and Investments		
	As of September 30, 2023	As of December 31, 2023
Funds in Investment Pools		
TexSTAR Balance	\$3,089,205.04	\$45,992,210.49
Deposits to TexSTAR in Period	\$0.00	\$52,451,495.00
Accrued Interest	\$110,858.89	\$118,474.00
Percentage of Total Portfolio	2.31%	29.09%
Funds in Checking Accounts		
Broadway Balance	\$75,000.00	\$75,000.00
Deposits to Checking in Period	\$40,190,480.88	\$32,540,672.27
Percentage of Total Portfolio	0.1%	0.0%
Funds in Reserve Accounts		
Reserves Balance	\$1,594,049.96	\$2,768,278.91
Deposits to Reserves in Period	\$1,231,885.75	\$1,165,641.02
Percentage of Total Portfolio	0.7%	1.4%
Funds in Savings Accounts		
Broadway Balance	\$1,024,651.05	\$1,097,093.03
Deposits to Savings in Period	\$5,000,000.00	\$7,020,700.00
Accrued Interest	\$57,930.18	\$24,443.09
Percentage of Total Portfolio	0.8%	0.7%

Funds in Escrow Accounts		
BoKF - 2015A (CRWA)	\$348,596.91	\$354,535.91
BoKF - 2015B (Kyle)	\$231,896.06	\$234,842.64
BoKF - 2019A (CRWA)	\$1,860,303.81	\$1,883,941.56
BoKF - 2019B (Kyle)	\$1,696,496.61	\$1,718,052.96
BoKF - 2019C (San Marcos)	\$2,159,750.56	\$2,187,193.21
BoKF - 2019D (Buda)	\$305,647.74	\$309,531.43
BoKF - 2020A (CRWA)	\$22,367,440.21	\$16,111,637.94
BoKF - 2020B (Kyle)	\$20,391,130.13	\$14,686,759.30
BoKF - 2020C (San Marcos)	\$25,997,854.64	\$18,736,915.76
BoKF - 2020D (Buda)	\$3,705,707.71	\$2,543,280.35
BoKF - 2022A (CRWA)	\$15,073,479.79	\$15,265,010.45
BoKF - 2022B (Kyle)	\$13,737,200.64	\$13,911,751.92
BoKF - 2022C (San Marcos)	\$17,526,421.94	\$17,749,120.83
BoKF - 2022D (Buda)	\$2,444,469.15	\$2,475,529.72
Deposits to Escrow in Period	\$0.00	\$0.00
Accrued Interest	\$989,432.54	\$925,494.30
Percentage of Total Portfolio	59.2%	37.2%
Total Investments & Cash Accounts	\$133,629,301.95	\$ 158,100,686.41

Benchmark Analysis	
Benchmark (US Treasury – Daily Bill Rates: 4 weeks)	5.29%
TexSTAR Average Monthly Rate	5.33%
Average Weighted Maturity	35.7 Days

Schedule of TexSTAR Monthly Rate History October 1, 2020 – September 30, 2024

<u>Month</u>	<u>Average Monthly Rate (FY 20-21)</u>	<u>Average Monthly Rate (FY 21-22)</u>	<u>Average Monthly Rate (FY 22-23)</u>	<u>Average Monthly Rate (FY 23-24)</u>	<u>Average Rate Variance</u>
October	0.12%	0.01%	2.85%	5.32%	2.84%
November	0.09%	0.01%	3.56%	5.33%	3.55%
December	0.01%	0.01%	3.97%	5.34%	3.95%
January	0.06%	0.01%	4.25%		
February	0.03%	0.01%	4.49%		
March	0.02%	0.11%	4.61%		
April	0.01%	0.32%	4.83%		
May	0.01%	0.65%	5.05%		
June	0.01%	0.99%	5.08%		
July	0.01%	1.40%	5.11%		
August	0.01%	1.95%	5.30%		
September	0.01%	2.29%	5.31%		



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

E.4 Consider approval of the Authority's Board meeting schedule for 2024. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Board typically meets on the fourth Wednesday of every month, except toward the end of the year when the holidays interfere with this schedule. Below is the suggested meeting schedule for the remainder of 2024, taking into account the holiday schedule:

- Wednesday, February 28th
- Wednesday, March 27th
- Wednesday, April 24th
- Wednesday, May 22nd
- Wednesday, June 26th
- Wednesday, July 24th
- Wednesday, August 28th
- Wednesday, September 25th
- **Wednesday, October 30th (5th Wednesday of the month to allow for likely approval of TWDB SWIFT funding)**
- **Wednesday, November 20th (3rd Wednesday of the month)**
- **Wednesday, December 18th (3rd Wednesday of the month)**

Board decision needed:

- Adoption of the Board meeting schedule for the remainder of 2024.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- E.5** Consider adoption of Resolution 2024-01-24-001 authorizing, on behalf of the Authority, the Executive Director to enter into Pipeline Crossing Agreements with the Union Pacific Railroad for the Segment C Pipeline. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority's Segment C project has three planned crossings of the Union Pacific Railroad Company (UPRR) rail line – one near Maxwell, one in southern Kyle immediately east of I-35 and one in northern Kyle adjacent to Kohler's Crossing. A Pipeline Crossing Agreement with UPRR is required in order to allow Alliance Water to cross the rail line(s) with its waterline.

The two agreements for the Maxwell and southern Kyle crossings have been drafted by UPRR. The Executive Director is requesting authorization to enter into the two current agreements as well as the third agreement which the Authority anticipates to receive from UPRR in the near future. Below are the costs for the permits related to the two agreements included in this packet, these are non-negotiable and it is not currently known the cost associated with the third permit in the Kohler's Crossing area.

- Permit #1 – Maxwell Area: \$11,650
- Permit #2 – Southern Kyle: \$18,490
- Permit #3 – Northern Kyle: \$ TBD

Attachment(s)

- Resolution 2024-01-24-001
- UPRR Pipeline Crossing Agreements for Maxwell and Southern Kyle Crossings

Board Decision(s) Needed:

- Adoption of Resolution 2024-01-24-001 authorizing the Executive Director to enter into the Pipeline Crossing Agreements with the Union Pacific Railroad Company on behalf of Alliance Water.



ALLIANCE WATER

RESOLUTION NO. 20240124-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING PIPELINE CROSSING AGREEMENTS WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE CROSSINGS OF EXISTING RAIL LINES; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE AGREEMENT, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority's ("Alliance Water") Phase 1B Segment C pipeline will cross under an existing rail line owned and operated by the Union Pacific Railroad Company ("UPRR") in three separate locations.
2. UPRR requires a Pipeline Crossing Agreement be entered into by any utility that has facilities crossing its existing rail lines.
3. Attached are the UPRR Pipeline Crossing Agreements for two of the pipeline crossings, a third agreement is anticipated to be released by UPRR in the near future.
4. The agreements have been reviewed by Alliance Water's Staff.

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

SECTION 1. The attached Pipeline Crossing Agreements between Alliance Water and the Union Pacific Railroad Company are approved.

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

SECTION 3. Furthermore, the Alliance Water's Executive Director is authorized to execute the third Pipeline Crossing Agreement with the Union Pacific Railroad, provided it utilizes the same general terms and conditions as the two agreements attached to this resolution.

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

Resolution 20240124-001
Approval of UPRR Pipeline Crossing Agreements

ADOPTED: January 24, 2024

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Schmeits
Secretary, Board of Directors



January 16, 2024
Project: 0777409

ALLIANCE REGIONAL WATER AUTHORITY

Re: Proposed Underground 42 Inch Steel Pipeline Encased In A 60 Inch Steel Casing For Transporting And Conveying Potable Water Pipeline Crossing of Railroad Property at Mile Post 44.64 on the Lockhart Subdivision at or near Maxwell, Caldwell County, Texas

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of Eleven Thousand Six Hundred Fifty Dollars (**\$11,650.00**) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with Project No. 0777409 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at cobenson@up.com.

Sincerely,

Craig O Benson
Sr Mgr Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 44.64, Lockhart Subdivision
Location: Maxwell, Caldwell County, Texas

THIS AGREEMENT (“Agreement”) is made and entered into as of January 16, 2024, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **ALLIANCE REGIONAL WATER AUTHORITY**, to be addressed at 630 E. Hopkins, San Marcos, Texas 78666 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an underground 42 inch steel pipeline encased in a 60 inch steel casing for transporting and conveying potable water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor’s real property, trackage, or other facilities located in Maxwell, Caldwell County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated December 6, 2023, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an underground 42 inch steel pipeline encased in a 60 inch steel casing for transporting and conveying potable water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Eleven Thousand Six Hundred Fifty Dollars (**\$11,650.00**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0777409)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: ALLIANCE REGIONAL WATER AUTHORITY
630 E. Hopkins
San Marcos, Texas 78666

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

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

UNION PACIFIC RAILROAD COMPANY

ALLIANCE REGIONAL WATER AUTHORITY

By: _____

By: _____

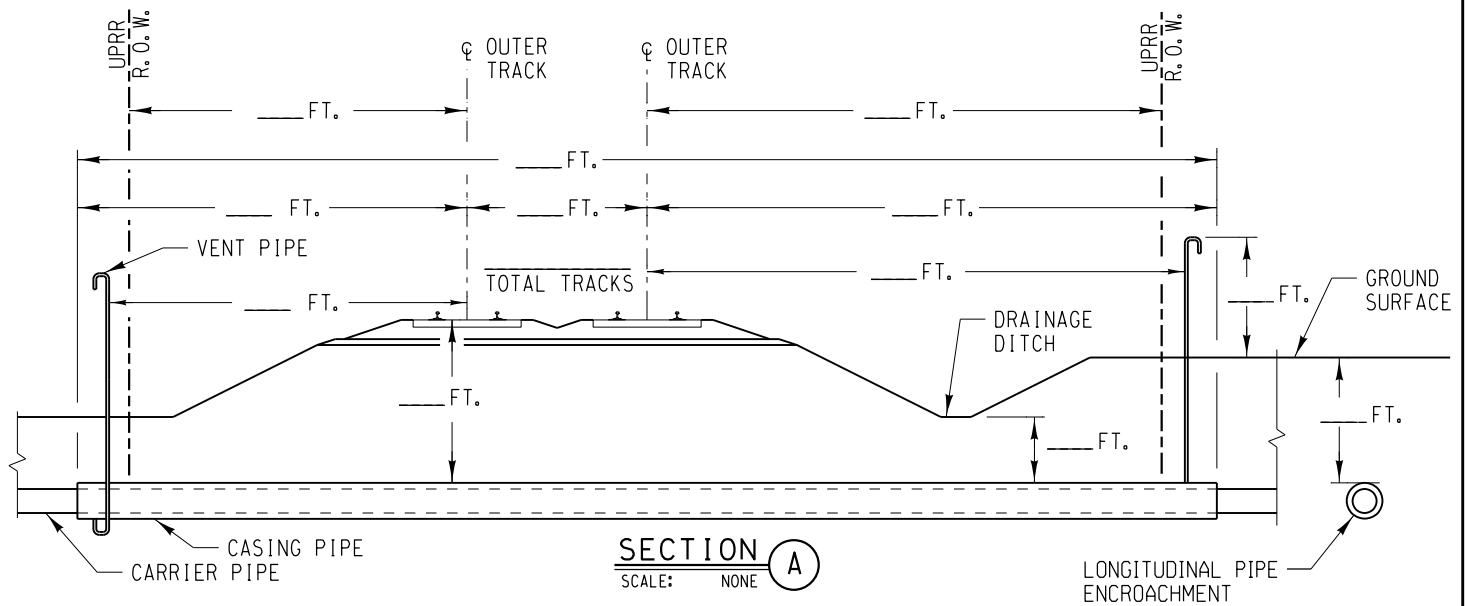
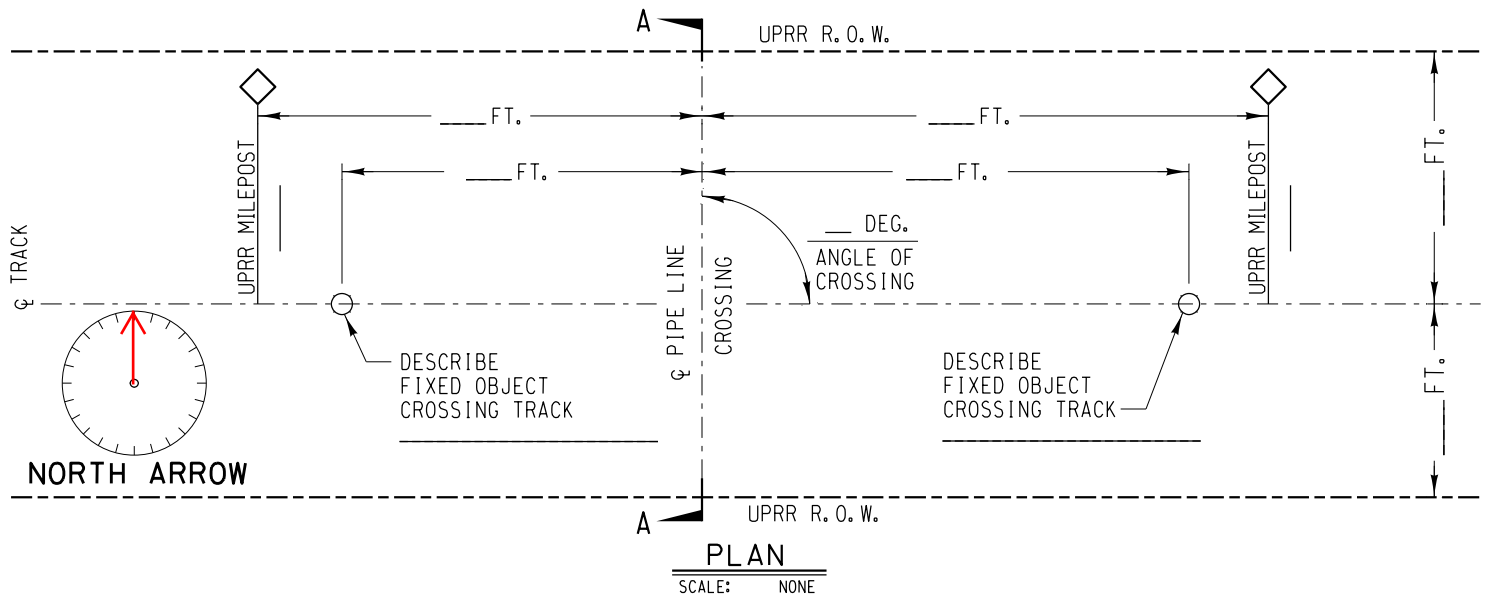
Craig O Benson
Sr Mgr Real Estate - Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION _____
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? _____
 D) CARRIER MATERIAL _____, IF RCP, CLASS V? _____
 COMMODITY TO BE CONVEYED _____,
 OPERATIONAL PRESSURE _____ PSI. MAOP _____ PSI.
 WALL THICKNESS (INCH)/ SCHEDULE _____, DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION _____
 E) CASING MATERIAL _____, IF RCP, CLASS V? _____
 TOTAL LENGTH CASING PIPE: _____ FT.
 WALL THICKNESS _____ IN. DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION _____
 CASING PIPE IS _____ AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
 BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
 _____ AND _____.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:	
TRACK TYPE:	
M.P.:	LAT.:
E.S.M.:	LONG.:
NEAREST CITY:	COUNTY: STATE:
APPLICANT:	
FILE NO.:	DATE: / /

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIAS" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIAS" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



January 16, 2024
Project: 0777411

ALLIANCE REGIONAL WATER AUTHORITY

Re: Proposed Underground 30 Inch Steel Pipeline Encased In A 48 Inch Steel Casing For Transporting And Conveying Potable Water Pipeline Crossing of Railroad Property at Mile Post 202.75 on the Austin Subdivision at or near Kyle, Hays County, Texas

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of Eighteen Thousand Four Hundred Ninety Dollars (**\$18,490.00**) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with Project No. 0777411 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at cobenson@up.com.

Sincerely,

Craig O Benson
Sr Mgr Real Estate - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 202.75, Austin Subdivision
Location: Kyle, Hays County, Texas

THIS AGREEMENT (“Agreement”) is made and entered into as of January 16, 2024, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **ALLIANCE REGIONAL WATER AUTHORITY**, to be addressed at 630 E. Hopkins, San Marcos, Texas 78666 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an underground 30 inch steel pipeline encased in a 48 inch steel casing for transporting and conveying potable water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Kyle, Hays County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated December 15, 2023, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an underground 30 inch steel pipeline encased in a 48 inch steel casing for transporting and conveying potable water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Eighteen Thousand Four Hundred Ninety Dollars (**\$18,490.00**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0777411)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: ALLIANCE REGIONAL WATER AUTHORITY
630 E. Hopkins
San Marcos, Texas 78666

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

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

UNION PACIFIC RAILROAD COMPANY

ALLIANCE REGIONAL WATER AUTHORITY

By: _____

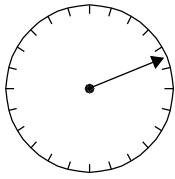
By: _____

Craig O Benson
Sr Mgr Real Estate - Contracts

Name Printed: _____

Title: _____

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

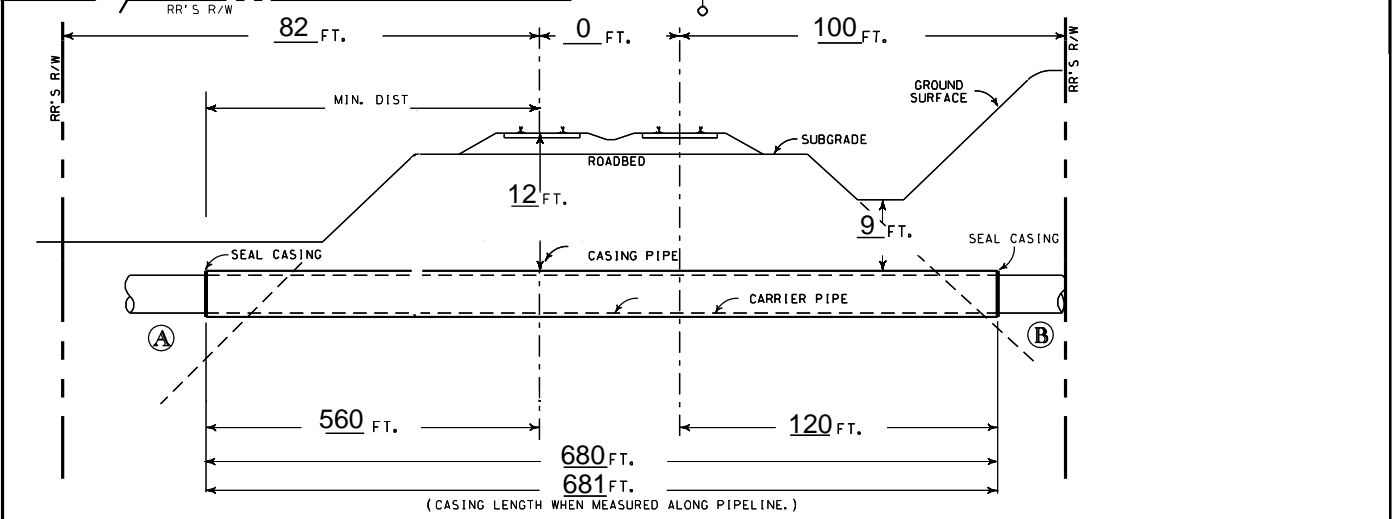
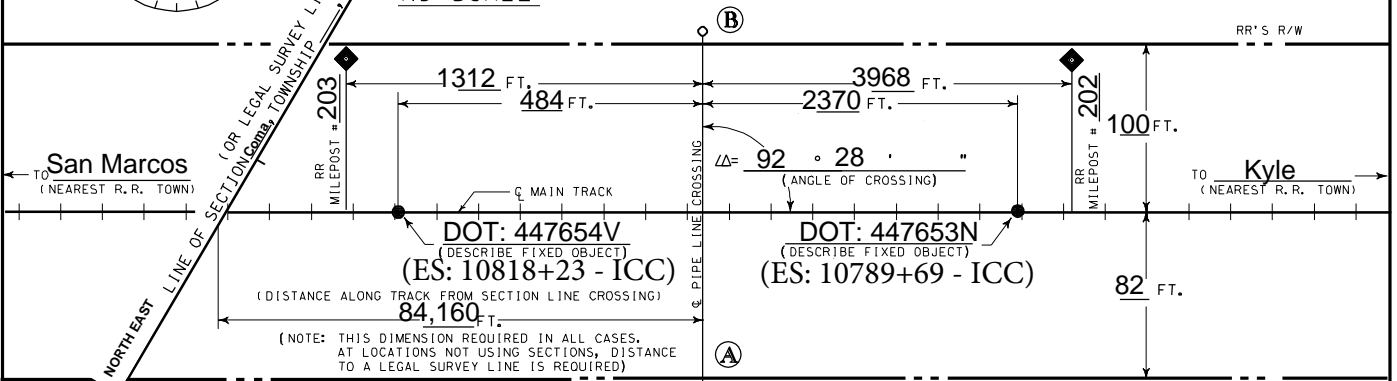


FORM DR-0404-B
REV. 10-9-2012
www.uprr.com

ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



NOTE: REFER TO AREMA VOLUME 1 PART 5 FOR REQUIREMENT RELATING TO PIPELINE CROSSINGS.

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;
- B) IF YES, NAME OF STREET _____
- D) DISTRIBUTION LINE _____ OR TRANSMISSION LINE
- C) CARRIER PIPE :
COMMODITY TO BE CONVEYED potable water
OPERATING PRESSURE _____ PSI
WALL THICKNESS _____; DIAMETER 30"; MATERIAL Steel;
- E) CASING PIPE :
WALL THICKNESS 5/8"; DIAMETER 48"; MATERIAL Steel;
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED) ;
 TUNNEL ; OTHER micro-tunnel
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 100' (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ DOES ; _____ DOES NOT ; EXIST IN VICINITY OF WORK TO BE PERFORMED . TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Austin Sub.

(SUBDIVISION)

M. P. 202.75 E. S. 10813+39 ICC

ENCASED _____ CROSSING AT

Kyle

(NEAREST CITY)

Hays

(COUNTY)

TX

(STATE)

Alliance Regional Water Authority

(APPLICANT)

RR FILE NO. 3268-47 DATE 12/15/2023

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIAS" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIAS" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Background/Information

The following items were discussed by the Committee at its 1/17 meeting:

- Received a presentation from NewGen Strategies on the Operations & Maintenance Rate & Cost Allocation Study (Item I.2).
- Received a construction update on the Phase 1B projects (Item I.3).
- Reviewed the 2024 Construction Management & Inspection Service work order with Pape-Dawson Consulting Engineers and recommended its approval to the Board (Item I.4).
- Received an update on the Phase 1B program (Item I.5).
- Update on bids received for the Segment C project (Item I.6).
- Discussed the selection of Kimley-Horn and Associates, Inc for the engineering design of the Carrizo Water System (Item I.8)
- Received an update on area water meetings (Item G.2).

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Gonzales County Underground Water Conservation District (GCUWCD)

The GCUWCD met on January 9th. The GCUWCD held a public hearing on their Management Plan and ultimately adopted revisions to the plan. They are also embarking on a rule-making process that ARWA will need to monitor. Finally, they considered CRWA's permit amendment request to add 900 acre-feet per year of production from their existing well field. They agreed with the hearing examiner that no entity deserved party status, so the application is not considered to be a contested case. The District has some additional questions about well field monitoring and possibly phasing in of the permit amendment that CRWA will need to resolve with them, prior to official permit issuance.

Plum Creek Conservation District (PCCD)

The PCCD met on January 16th. Among the items discussed was a pilot project for an alternative water supply that utilizes the saline Edwards zone, outside of the Edwards Aquifer Authority boundaries, and will utilize reverse osmosis powered by renewable energy sources (solar and/or wind) that will provide clean water for use in farming/gardening. The Bureau of Reclamation has already extended a \$300,000 grant to the pilot project company and the PCCD voted to extend between \$170,000 - \$300,000 to help extend an existing well to the saline Edwards zone as the source water for the project. The PCCD's hope is that this can be a supply for other public retail providers in the future.

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, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

EXECUTIVE DIRECTOR

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Background/Information

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

Attachment(s)

- Public Relations Highlights – August 2023 to November 2023

Board Decision(s) Needed:

- Possible direction to Staff.

Public Relations Highlights

August – November 2023



Website Activity

2.6k

UNIQUE VISITORS

5.2k

PAGE VIEWS

11

NEWSLETTER
SIGN-UPS



5:44

AVG. TIME SPENT
ON LEASEHOLDER
WEBPAGE

Most-Viewed Pages

#1 Alliance Water Home

2,220 views

#2 About the Authority

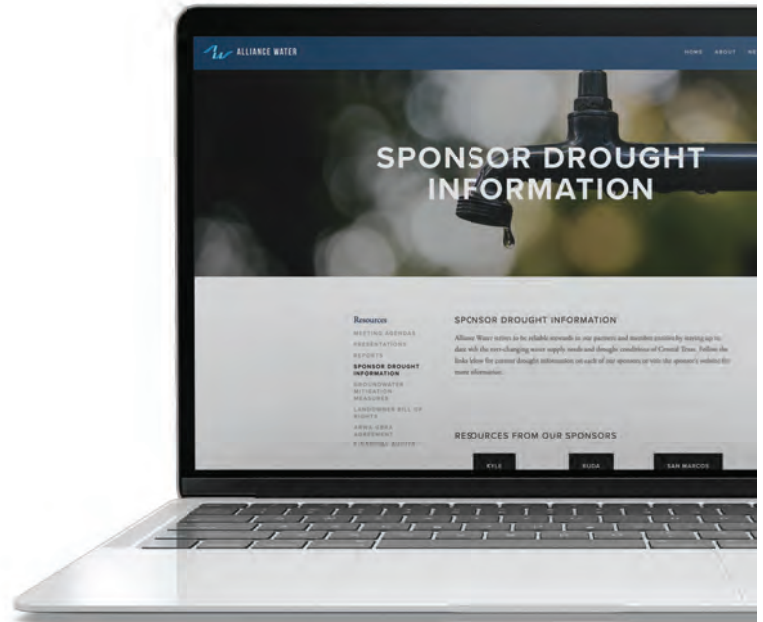
480 views

#3 Meeting Agendas

463 views

Website Maintenance & Content

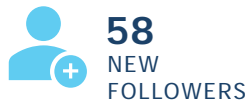
- Created Sponsor Drought Information webpage
- Developed content for City of San Marcos Utilities website
- Continued updates of media coverage
- Monthly updates of construction photo gallery
- Social media gallery updates
- Regular updates and maintenance of Meeting Agenda page, Board of Directors page, and newsletter catalog



2

Social Media Outreach

Facebook, Instagram, X (Twitter)



Top Performing Posts

12
Engagements

183
Accounts Reached

FACEBOOK

8
Engagements

39
Accounts Reached

INSTAGRAM

12
Engagements

83
Impressions

X (TWITTER)

3

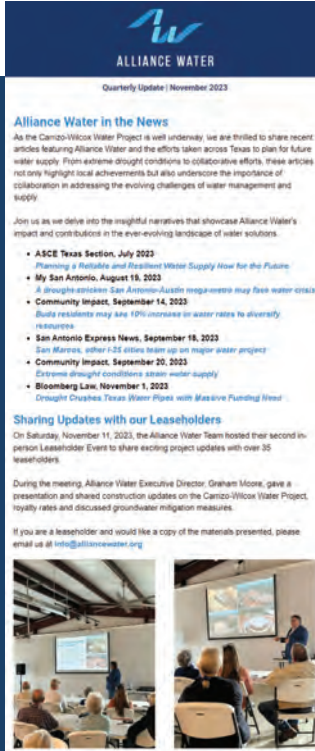
Email Campaigns

August Quarterly Newsletter

- ✈️ 185 recipients
- ✉️ 280 total opens

November Quarterly Newsletter

- ✈️ 196 recipients
- ✉️ 211 total opens



Leaseholder Event Invites

- ✉️ 3 email notifications
- ✈️ 92 recipients
- ✉️ 395 total opens



Leaseholder Update

November 11, 2023

During the meeting, Alliance shared information related to:

- Construction progress of the Carrizo-Wilcox Water Project
- Leaseholder royalty rates
- Groundwater mitigation measures

Materials shared in person were made available online through the Leaseholder Webpage alliancewater.org/leaseholders



HIGHLIGHTS

- 📍 Delhi Volunteer Fire Department
- 👥 35 attendees
- 🏠 23 properties represented

Media Coverage

5 ARTICLES PUBLISHED

- **My San Antonio, August 19, 2023**
"A drought-stricken San Antonio-Austin mega-metro may face water crisis"
- **Community Impact, September 14, 2023**
"Buda residents may see 10% increase in water rates to diversify resources"
- **San Antonio Express-News, September 18, 2023**
"San Marcos, other I-35 cities team up on major water project"
- **Community Impact, September 20, 2023**
"Extreme drought conditions strain water supply"
- **Bloomberg Law, November 1, 2023**
"Drought Crushes Texas Water Pipes with Massive Funding Need"



San Antonio Express-News, September 18, 2023
Published Article

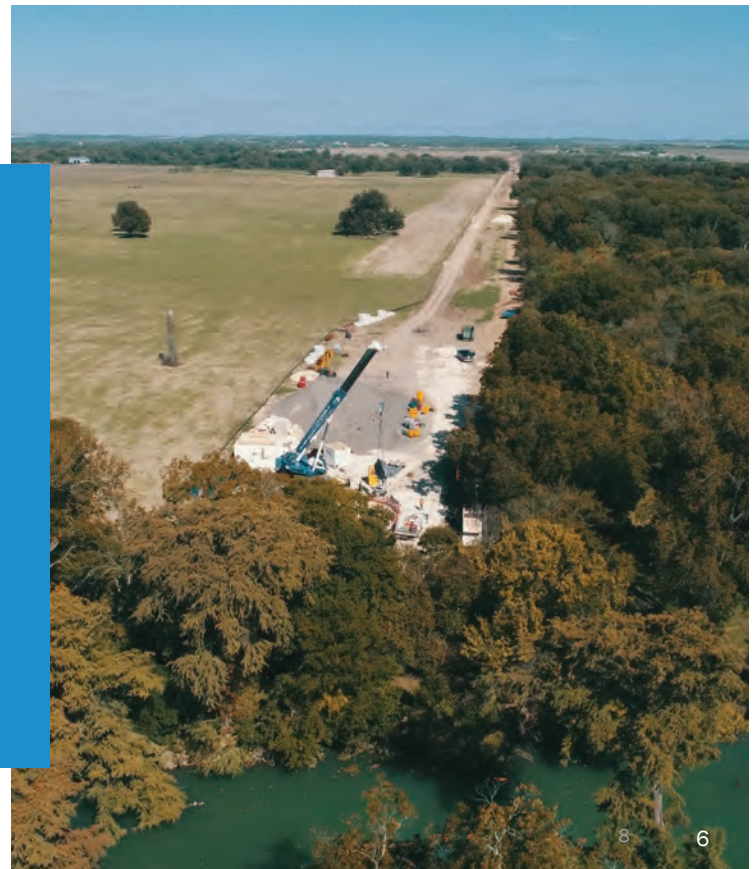


Community Impact, September 20, 2023
Published Article

6

Next Steps

- Media outreach as construction finishes for Water Treatment Plant and Booster Pump Station
- Plan for ribbon-cutting event in Spring 2024
- Coordinate with city PIOs to share upcoming major milestones
- Continue providing updates through Quarterly Newsletter, Social Media, and website



8

6

Thank You



ALLIANCE WATER

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.2** Presentation, discussion and possible direction to Staff regarding the Operations and Maintenance Rate & Cost Allocation Study. ~ *Chris Ekrut, NewGen Strategies*
-

Background/Information

The Authority entered into an Agreement with NewGen Strategies and Solutions, LLC to develop the Operations and Maintenance Rate for operations of the Authority's Carrizo Water System. Chris Ekrut from NewGen Strategies will attend the meeting and provide a presentation on their process for developing the O&M rate and cost allocations and to receive direction from the Committee. The contract provides for four presentations on the rate study: one each to the Technical Committee and Project Advisory Committee and two to the Board of Directors.

NewGen Strategies provided this presentation to the Technical Committee and to the Project Advisory Committee (i.e. GBRA) in the previous week. They are scheduled to receive any comments/feedback on the proposed rate making and then to make a final presentation to the Board. Depending on the comments received, this could come back to the Board as soon as the February Board meeting.

Attachment(s)

- NewGen Presentation dated January 17, 2024

Board Decision(s) Needed:

- Possible direction to Staff regarding the Operations and Maintenance Rate & Cost Allocation Study.



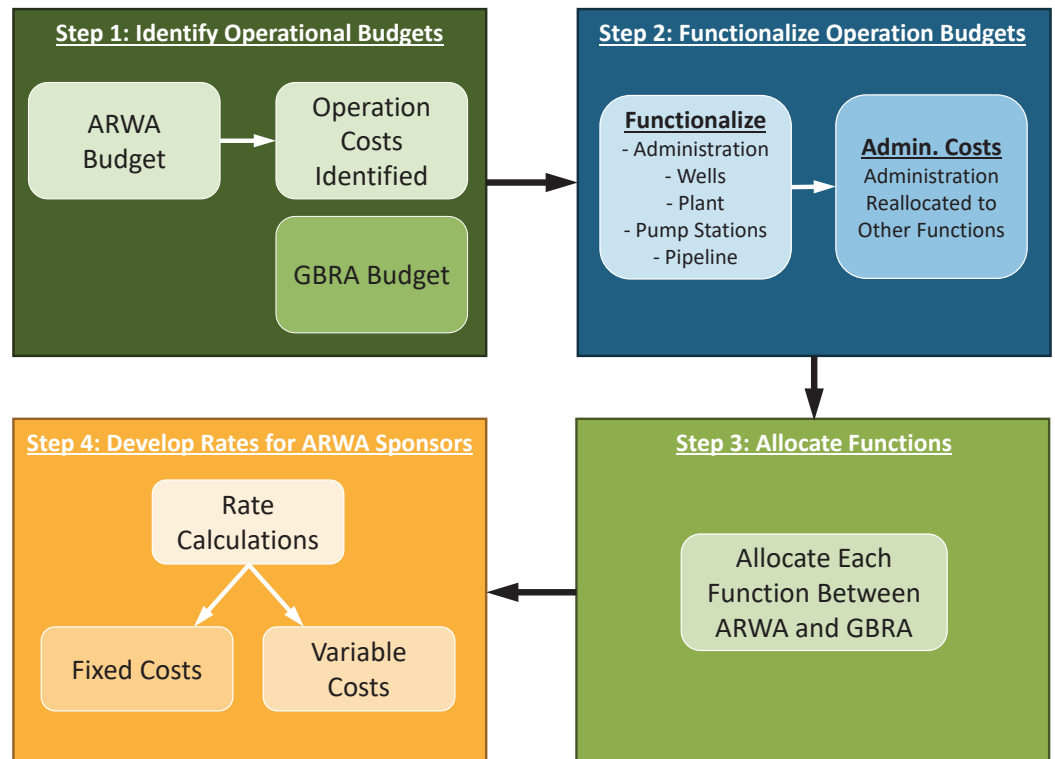
January 17, 2024

ALLIANCE REGIONAL WATER AUTHORITY RATE AND COST ALLOCATION STUDY



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METHOD



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OPERATIONAL BUDGETS

(Step 1)

	Budget	Non-Operational Budget	Operational Budget
GBRA Budget			
Personnel	\$ 600,694	\$ 0	\$ 600,694
Services	1,511,893	0	1,511,893
Other Expenses	68,791	0	68,791
Maintenance & Repairs	81,575	0	81,575
Administrative & General	141,088	0	141,088
Capital Outlay	195,000	0	195,000
Subtotal	\$ 2,599,041	\$ 0	\$ 2,599,041
ARWA Budget			
Personnel	\$ 535,693	\$ 434,125	\$ 101,567
Subtotal	\$ 535,693	\$ 434,125	\$ 101,567
Total	\$ 3,134,734	\$ 434,125	\$ 2,700,608

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FUNCTION FACTORS

(Step 2)

	Admin.	Wells	Plant	Pump Station	Pipeline
GBRA Budget					
Labor ¹	0.0%	1.5%	65.0%	7.0%	26.5%
Vehicles ¹	0.0%	0.0%	35.0%	32.5%	32.5%
Auto & Heavy Equip. ¹	0.0%	5.1%	87.2%	5.1%	2.6%
Power ¹	0.0%	17.2%	63.8%	17.3%	1.6%
Insurance ¹	0.0%	4.1%	77.6%	6.8%	11.5%
O&M Expenses ²	0.0%	4.5%	79.6%	6.7%	9.2%
A&G Expenses ²	0.0%	1.5%	65.0%	7.0%	26.5%
Plant & Well Field ²	0.0%	5.3%	94.7%	0.0%	0.0%
ARWA Budget					
Personnel	93.4%	0.7%	4.0%	1.3%	0.7%
Expenses ²	93.4%	0.7%	4.0%	1.3%	0.7%
Operator ³	0.0%	10.0%	60.0%	20.0%	10.0%

1 – Provided by GBRA

2 – Composite Factor that Varies Between Each Year

3 – Provided by ARWA

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FUNCTIONALIZATION RESULTS (STEP 2)

	Admin.	Wells	Plant	Pump Station	Pipeline	Total
GBRA Budget	\$ 0	\$ 112,454	\$ 2,047,844	\$ 175,744	\$ 263,000	\$ 2,599,041
ARWA Budget	94,871	670	4,018	1,339	670	101,567
Subtotal	\$ 94,871	\$ 113,123	\$ 2,051,862	\$ 177,083	\$ 263,670	\$ 2,700,608
Admin. Reallocation	(94,871)	4,119	74,705	6,447	9,600	0
Total	\$ 0	\$ 117,242	\$ 2,126,567	\$ 183,530	\$ 273,269	\$ 2,700,608
<i>Fixed</i>	\$ 0	\$ 37,339	\$ 986,824	\$ 102,591	\$ 263,663	\$ 1,390,416
<i>Variable</i>	0	79,903	1,139,743	80,939	9,606	1,310,192

ALLOCATION

(Step 3)

- Wells
 - Per ARWA, 100% of Wells are for ARWA
- Treatment Plant
 - Per ARWA, 40.65% of Plant Capacity is for ARWA
- Pump Stations
 - Composite of Pump Stations and Elevated Storage Tanks Based on Capacities
- Pipelines
 - Composite of Inch-Feet of Pipeline Segments

ALLOCATION

(Step 3)

	Wells	Plant	Pump Station	Pipeline	Total
GBRA %*	0%	59%	34%	26%	
ARWA %*	100%	41%	66%	74%	
Fixed Costs					
GBRA	\$ 0	\$ 585,680	\$ 35,145	\$ 69,073	\$ 689,897
ARWA	37,339	401,144	67,446	194,590	700,519
Total	\$ 37,339	\$ 986,824	\$ 102,591	\$ 263,663	\$ 1,390,416
Variable Costs					
GBRA	\$ 0	\$ 744,632	\$ 27,728	\$ 2,517	\$ 774,877
ARWA	79,903	395,111	53,212	7,090	535,315
Total	\$ 79,903	\$ 1,139,743	\$ 80,939	\$ 9,606	\$ 1,310,192
Total Costs					
GBRA	\$ 0	\$ 1,330,312	\$ 62,873	\$ 71,589	\$ 1,464,744
ARWA	117,242	796,255	120,657	201,680	1,235,834
Total	\$ 117,242	\$ 2,126,567	\$ 183,530	\$ 273,269	\$ 2,700,608

*Only applied to fixed costs. Variable split based on projected volumes.

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RATE CALCULATION (STEP 4)

- Two Part Rate
 - Variable Rate Per 1,000 Gallons of Projected Volumes
 - Power & Chemical Costs
 - Fixed Rate Per Ac-Ft of Capacity
 - All Other Costs

RATE CALCULATION

(Step 4)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
ARWA						
Fixed Cost	\$ 700,519	\$ 728,765	\$ 758,237	\$ 789,182	\$ 821,297	\$ 854,732
Ac-Ft ¹	33,212	33,212	33,212	33,212	33,212	33,212
Fixed \$/Ac-Ft	\$ 21.09	\$ 21.94	\$ 22.83	\$ 23.76	\$ 24.73	\$ 25.74
Variable Cost						
Kgal ²	949,000	1,278,318	1,626,776	1,801,557	2,253,327	2,956,995
Variable \$/Kgal	\$ 0.56	\$ 0.56	\$ 0.56	\$ 0.58	\$ 0.58	\$ 0.58
GBRA						
Fixed Cost	\$ 689,897	\$ 718,217	\$ 747,733	\$ 778,307	\$ 810,356	\$ 843,849
Ac-Ft ³	15,000	15,000	15,000	15,000	15,000	15,000
Fixed \$/Ac-Ft	\$ 45.99	\$ 47.88	\$ 49.85	\$ 51.89	\$ 54.02	\$ 56.26
Variable Cost						
Kgal ²	1,788,500	1,965,620	2,205,724	2,441,568	2,708,500	3,004,615
Variable \$/Kgal	\$ 0.43	\$ 0.44	\$ 0.45	\$ 0.47	\$ 0.48	\$ 0.49

1 – Per Regional Water Supply Contract

2 – Per ARWA Staff projections

3 – Per Water Treatment and Delivery Agreement

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TWO-PART RATE CALCULATION – FIXED PORTION (STEP 4)

	% of Capacity	Wells	Plant	Pump Station	Pipeline	Total
Buda	5%	\$ 1,897	\$ 20,376	\$ 3,426	\$ 9,884	\$ 35,583
CRWA	31%	11,535	123,923	20,836	60,114	216,407
Kyle	28%	10,517	112,992	18,998	54,811	197,319
San Marcos	36%	13,390	143,852	24,186	69,781	251,210
Total	100%	\$ 37,339	\$ 401,144	\$ 67,446	\$ 194,590	\$ 700,519
<i>\$/Ac-Ft</i>		<i>\$ 1.12</i>	<i>\$ 12.08</i>	<i>\$ 2.03</i>	<i>\$ 5.86</i>	<i>\$ 21.09</i>

TWO-PART RATE CALCULATION – VARIABLE PORTION (STEP 4)

	Projected Volumes (kgal)	Wells	Plant	Pump Station	Pipeline	Total
Buda	0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
CRWA	401,500	33,805	167,162	22,513	3,000	226,480
Kyle	0	0	0	0	0	0
San Marcos	547,500	46,098	227,949	30,699	4,090	308,836
Total	949,000	\$ 79,903	\$ 395,111	\$ 53,212	\$ 7,090	\$ 535,315
<i>\$/kgal</i>		<i>\$ 0.08</i>	<i>\$ 0.42</i>	<i>\$ 0.06</i>	<i>\$ 0.01</i>	<i>\$ 0.56</i>

Note: Projected volumes were estimated by ARWA staff.

SUMMARY

Fixed & Variable	Wells	Plant	Pump Station	Pipeline	Total
ARWA Sponsors					
Buda	\$ 1,897	\$ 20,376	\$ 3,426	\$ 9,884	\$ 35,583
CRWA	45,340	291,085	43,348	63,113	442,887
Kyle	10,517	112,992	18,998	54,811	197,319
San Marcos	59,488	371,801	54,885	73,871	560,045
Subtotal	\$ 117,242	\$ 796,255	\$ 120,657	\$ 201,680	\$ 1,235,834
GBRA	\$ 0	\$ 1,330,312	\$ 62,873	\$ 71,589	\$ 1,464,774
Grand Total	\$ 117,242	\$ 2,126,567	\$ 183,530	\$ 273,269	\$ 2,700,608

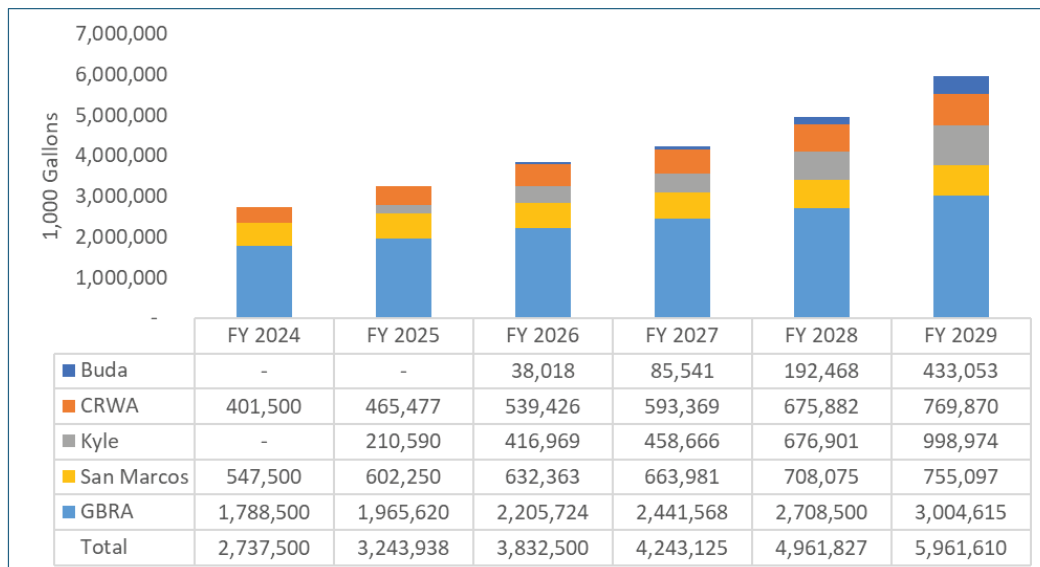


QUESTIONS AND DISCUSSION

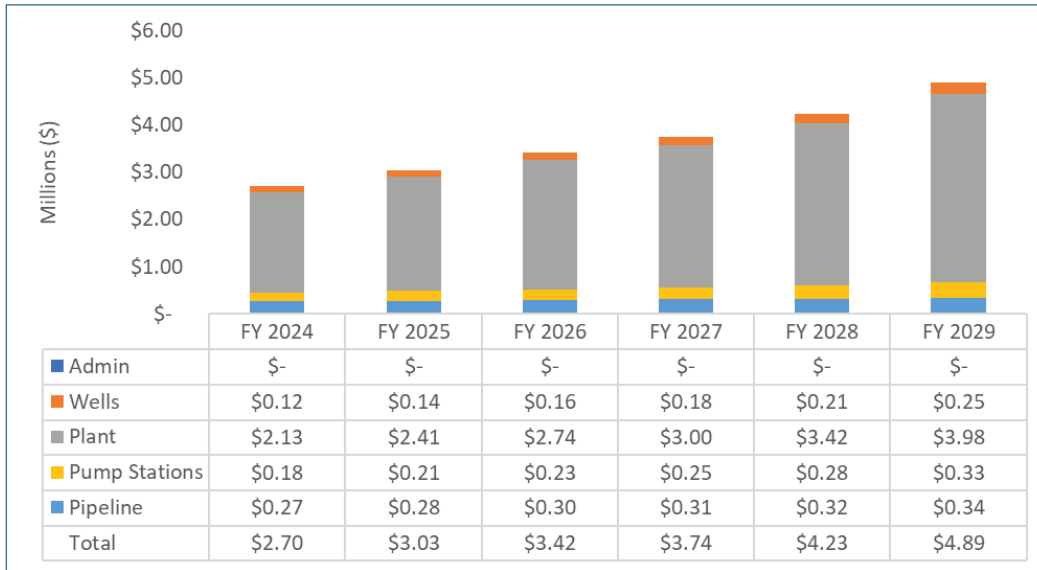
NEWGEN STRATEGIES AND SOLUTIONS
275 W. CAMPBELL ROAD, SUITE 440
RICHARDSON, TEXAS 75080

CHRIS EKROT, CFO AND DIRECTOR
 (972) 232-2234
 CEKROT@NEWGENSTRATEGIES.NET

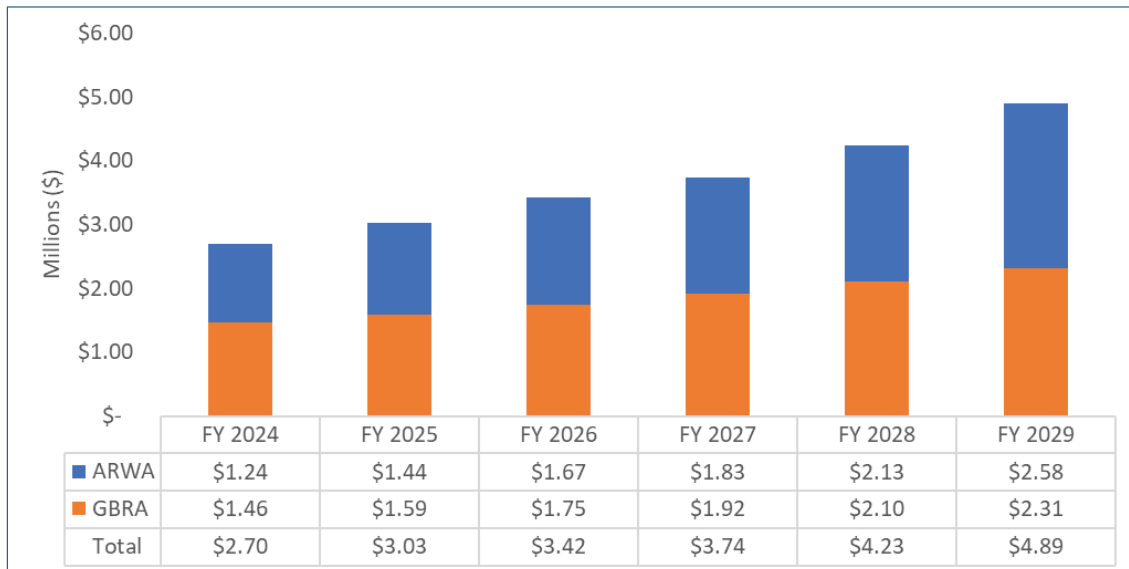
PROJECTED VOLUMES



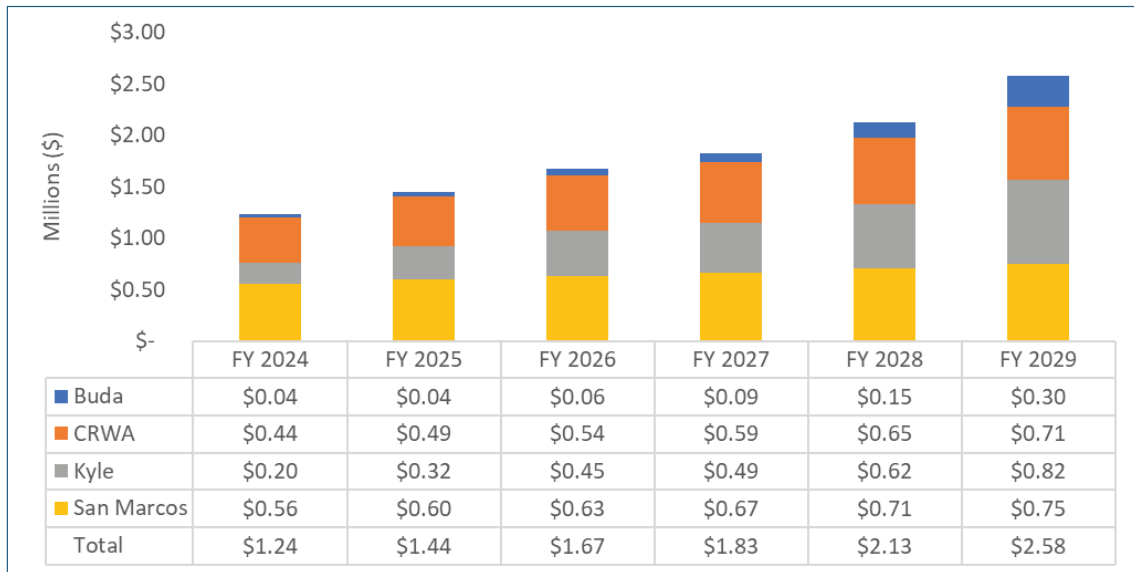
FUNCTIONALIZATION (STEP 2)



ALLOCATION (STEP 3)



ANNUAL COST SUMMARY (STEP 4)



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.3** Update and possible direction to Staff regarding construction of the Authority's Phase 1B program. ~ *Toby Flinn, P.E., Pape-Dawson Engineers*
-

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 – January 5, 2024

Board Decision(s) Needed:

- Possible direction to Staff.



PHASE 1B CONSTRUCTION UPDATE

January 5, 2024

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	\$862,792.00	\$55,212,467.00	\$46,685,590.92	\$8,526,876.08	84.56%
BPS	\$19,759,331.00	\$484,295.69	\$20,243,626.69	\$16,735,345.34	\$3,508,281.35	82.67%
Seg A	\$49,471,384.71	\$256,865.79	\$49,728,250.50	\$47,319,717.09	\$2,408,533.41	95.16%
Seg B	\$37,629,104.42	\$4,590,094.45	\$42,219,198.87	\$40,829,953.35	\$1,389,245.52	96.71%
Seg D	\$46,663,969.35	\$165,669.36	\$46,829,638.71	\$38,638,633.59	\$8,191,005.12	82.51%
Seg E	\$27,277,770.46	\$46,511.91	\$27,324,282.37	\$8,008,732.99	\$19,315,549.38	29.31%
EST	\$4,573,000.00	\$7,545.00	\$4,580,545.00	\$3,775,515.00	\$805,030.00	82.43%

WTP/RWI - Progress Photos



WTP – Duct Bank K-K Concrete Placement



WTP – Duct Bank Concrete Placement



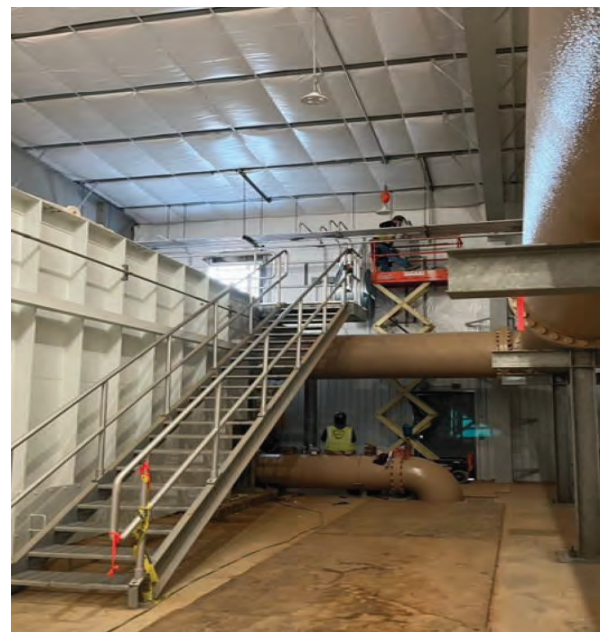
WTP – Duct Bank M-M Flow Fill in Trench

5

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

Next Month - Projected Construction Activities

- Installation of electrical duct bank and underground conduit.
- Conduit installation at the Filter Complex and HSPS.
- Excavate Pond C and construct berm.
- Entrance road subgrade preparation and limestone base installation.
- Continue concrete paving placement.
- Install Chem piping.
- Interior insulation, liner fabric and liner panels at the Filter Complex.
- Installation of HVAC.
- Continue coating repair at Filter Complex.
- FRP ribbon curb for asphalt paving.
- Pressure testing 48" PWL.
- Install light poles.
- Install rapid mix cover plates.
- Install Well pump.



WTP – Filter Complex Conduit Rough-in

Booster Pump Station (MWH / Freese and Nichols)

Construction Status

- Installed light poles.
- Installed lighting in electrical building.
- CRWA #4 leak investigation.
- CRWA #1 fence installed.
- Continued PS slab repairs.
- SM #1 installed chlorine drain line.
- CRWA #3 installed ductbank.
- Completed lighting in electrical building.
- Continued PS slab repairs.
- Continued heat trace install.



BPS – Chlorine Analyzer Drain Line

BPS- Progress Photos



BPS – Installing Base Material for Access Road



BPS – Road Base Install for Access Road



BPS – Density Test for Base Road

Booster Pump Station (MWH / Freese and Nichols)

Next Month - Projected Construction Activities

- Continue heat trace install.
- Begin pump station testing.
- Continue PS slab repair.
- Make tie in at San Marcos delivery point.
- Continue entrance install.
- Continue working at CRWA delivery point.
- Install site security.
- NETA testing.
- Install grounding at PS.

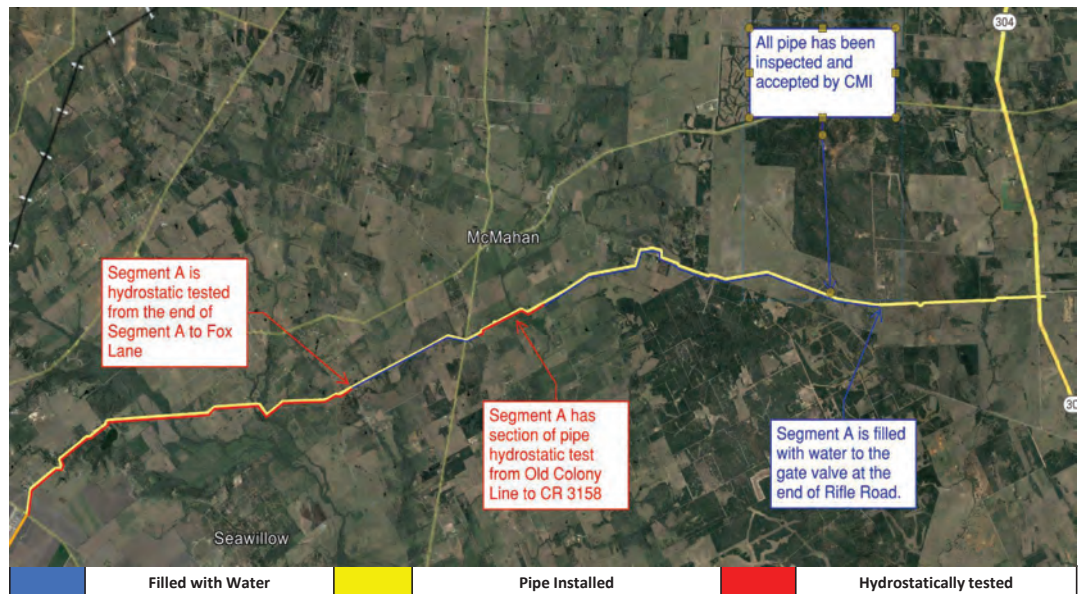


BPS – Under slab Beam Repair

Segment A (Garney Construction / LAN)

Construction Status	
ROW Cleared	100%
Pipe Delivered	100%
Tunnels Completed	100% (15 of 15)
Pipe Installed	100%
Major Crossing (Plum Creek)	100%

Filling and Pressure Testing	
Filling of Segment A	92%
Hydrostatic Testing	43%



Segment A – Progress Photos



Seg A – Begin Testing of Section 5



Seg A – Complete Testing of Section 5



Seg A – Section 5 Passes

11

Segment A (Garney Construction / LAN)

Next Month - Projected Construction Activities

- Perform maintenance on all county roads and private roads being used for construction operations.
- Continue haul-off excess native material, final grading of topsoil, and final build out of CAV assemblies.
- J7 services will continue installing permanent gates and permanent entrances.
- Conduct bi-weekly meeting.
- Continue hydrostatically testing pipeline.
- Continue fiber conduit installation on Segment B1 and continue blowing in fiber through conduit on Segment A.



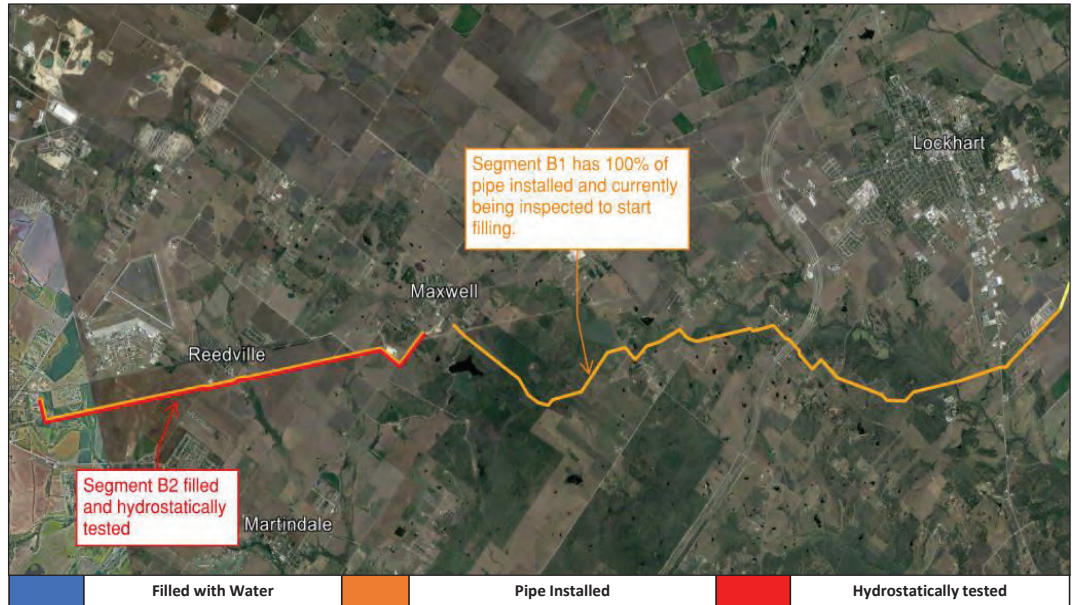
Seg A - Debris Cleanup

12

Segment B (Garney Construction / K Friese)

Construction Status	
ROW Cleared	100%
Pipe Delivered	100%
Tunnels Completed	100%
Pipe Installed on Segment B	100%
Pipe Installed on Segment D-B	100%
Pipe Installed on Segment D-C	0%

Filling and Pressure Testing	
Filling of Segment B	36%
Hydrostatic Testing B	36%
Filling of Segment D	0%
Hydrostatic Testing D	0%
Filling of Segment D-C	0%
Hydrostatic Testing D-C	0%



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SEGMENT B - PROGRESS PHOTOS



Seg B – Vacuuming Debris from SH-130 Tunnel



Seg B – Cleaning Gate Valve by SH-130



Seg B – Setting Lid on SH-130

14

Segment B (Garney Construction / K Friese)

Next Month - Projected Construction Activities

- Garney Resources
 - Hauling off excess spoils from project site and spreading topsoil.
 - Installing DV and CAVs.
 - Cleaning interior of pipe for final CMI inspections.
 - Correcting deflected pipe identified by CMI staff.
- Tunnels
 - 4 of 4 (100%) completed on CP002 scope of work added to segment B contract.
 - Tunnel is completed.
 - Asphalt repair complete.
- Conduct bi-weekly meeting.



Segment B – Offloading Precast Off of Railroad Street

Segment D (SJ Louis / Freese & Nichols)

Construction Status

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



Activity	Status
ROW Cleared	100%
Pipe Delivered	100%
Tunnels Completed	100%
Pipe Installed	98%
Major Crossing (San Marcos River Crossing)	45%

Segment D – Progress Photos



Seg D – Shorebox Install



Seg D – Pipe Placement



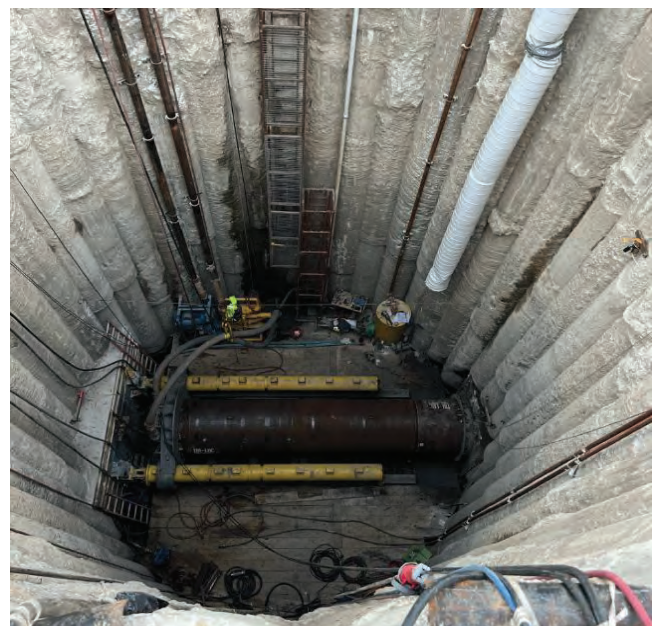
Seg D – Pipe Installation

17

Segment D (SJ Louis / Freese & Nichols)

Next Month - Projected Construction Activities

- Processing documentation in SharePoint.
- Conduct next bi-weekly progress meeting
- Continue pipe installation with two pipe crews.
- Continue installing precast at CAV and drain valve locations behind the pipe installation operations.
- Resume cleaning and grouting interior of pipe for final CMI inspections.
- Tunnels
 - 18 of 18 (100%) Sundance continue work at HWY 123.
- Major Crossings
 - San Marcos River Crossing – 45% complete.



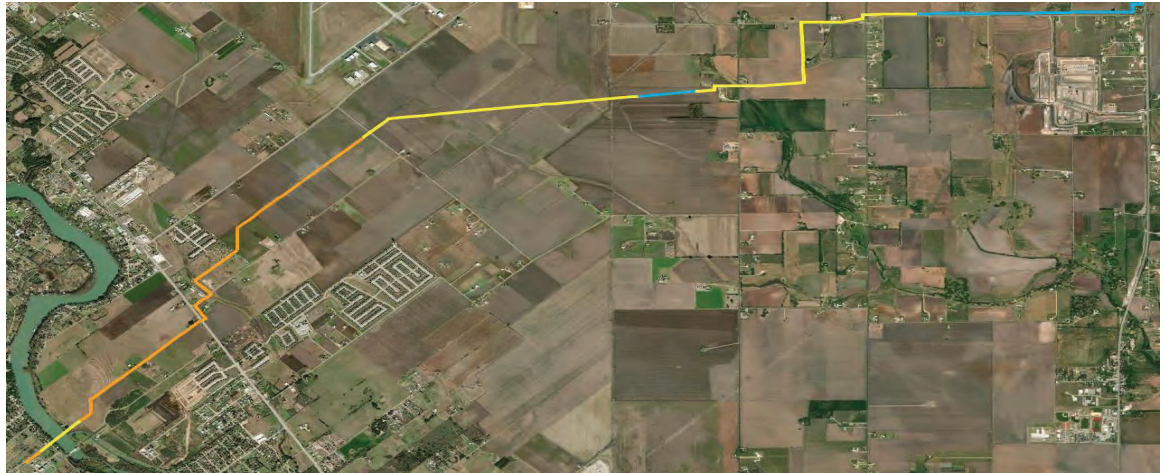
Seg D – Micro tunnel Shaft

18

Segment E (Garney / Walker Partners)

Construction Status

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



Activity	Status
ROW Cleared	100%
Pipe Delivered	58%
Tunnels Completed	100% (10 of 10)
Pipe Installed	12%
Major Crossing (Lake Dunlap)	HDD Pipe Welded and Inspected by CWI

Segment E – Progress Photos



Seg E – HDD Pipe



Seg E – Welding HDD Pipe



Seg E – Preparing Pipe for Epoxy

Segment E (Garney / Walker Partners)

Next Month - Projected Activities

- Processing documentation in SharePoint.
- Conduct bi-weekly progress meeting.
- Continue pipe installations on E1 laying pipe south towards the NBU delivery point.
- Tunnels
 - 10 of 10 Auger Bore (100% Completed).
 - 3 of 10 Open Cut Casing (30% Completed).
- Major Crossings
 - Lake Dunlap crossing has not started.
 - Pipe delivered, welded, and coating to be finished the week of 1/8/24
 - Tunneling crews projected to mobilize onto the site 1/15/24.



Seg E – Testing HDD Pipe

21

Elevated Storage Tanks Landmark / Plummer

Construction Activities

- Viking Paint and Landmark looked at the cosmetic tank paint issues and will be addressing this prior to raising the tank.
- Landmark completed additional staking needs for the electrical duct banks on the site.
- Landmark completed the seeding of the neighbor's property.

Next Month - Projected Activities

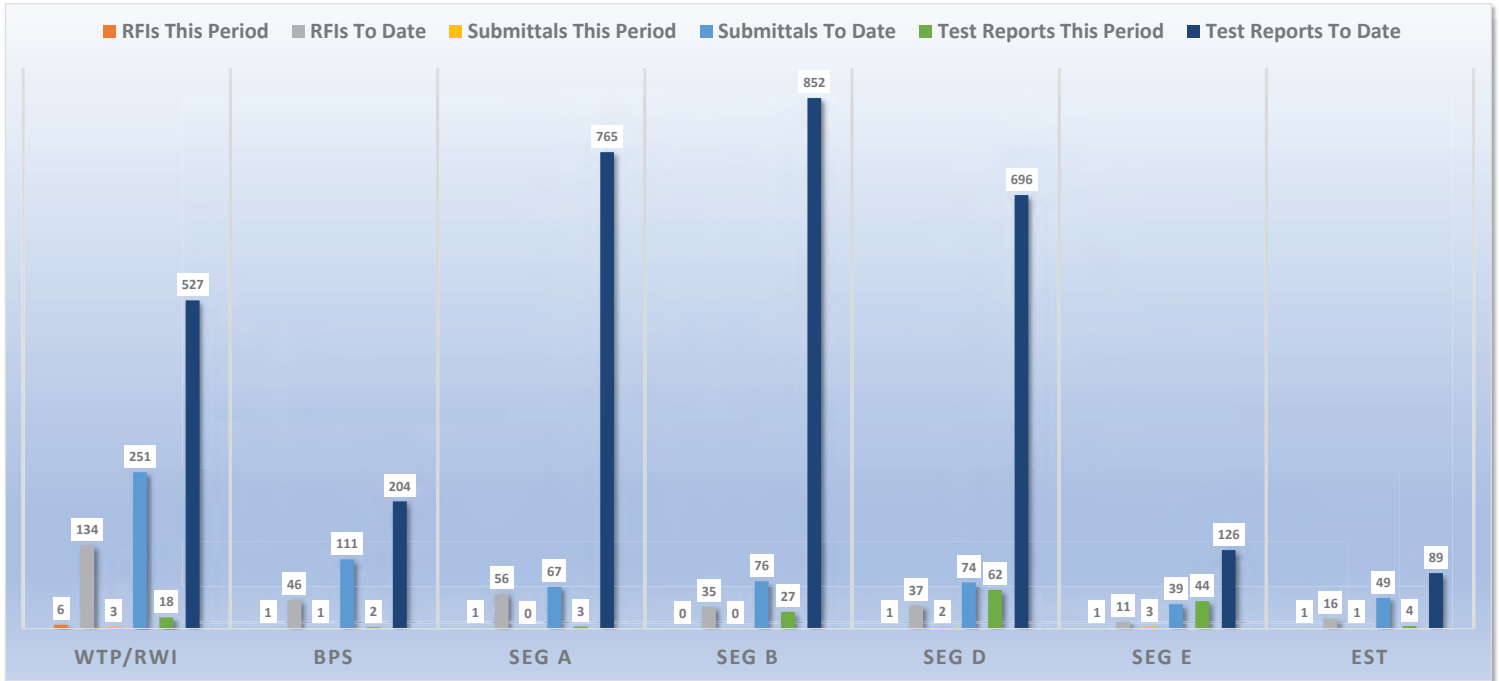
- Viking paint crew will be looking to fix cosmetic paint issues this next period prior to raising the tank.
- Electrical Duct Bank Scheduled to start installation starting January 3rd 2024.
- Finish site grading and backfill for waterline / drainage easement, will wait to seed until later in year.
- Working on 24-Inch DI waterline required submittals prior to remobilizing to install.



EST – Rolling on Final Coat of Paint

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PROGRAM OVERSIGHT RECAP



QUESTIONS?

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.4** Consider adoption of Resolution 2024-01-24-002 approving Work Order #8 with Pape-Dawson Engineers, Inc. for Construction Management and Inspection Services on the Authority's Phase 1B program, as recommended by the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority issued RFQ 2019-003 in December 2019 for the Construction Management & Inspection Services for the Authority's Phase 1B Program. The prior three years the Authority has issued work orders to Pape-Dawson for Construction Management and Inspection on the Phase 1B Program through the end of each year. These same services are needed in 2024 as construction continues on seven projects (the Water Treatment Plant, the Booster Pump Station, South Inline EST and Pipeline Segments A, B, D and E) and as construction is anticipated to start on Segment C and the North Inline EST.

The Executive Director negotiated the attached scope and fee for the construction management and inspection services. The work order has been structured to last the entirety of 2024. Conservative dates and staffing have been estimated for the completion of the seven existing construction projects.

In addition to the typical observation and inspection efforts (observing construction, periodic contractor meetings, submittal/RFI coordination, review of pay apps, schedules and change order requests, etc.), the scope of services includes fee to maintain the electronic document tracking system and maintaining construction trailers at the treatment plant and booster pump station.

Staff anticipates at least one more work order for construction management and inspection work to get through the completion of all construction.

Below are some of the key facts regarding the proposal:

Firm: Pape-Dawson Engineers, Inc.

Fee: \$4,888,880.00

Work Order Type: Hourly Rate, Not-to-Exceed

Anticipated Duration: 12 months

Project Manager: Toby Flinn, P.E.

Key Subconsultants: TEC Consulting & JH Engineering

Staff is requesting a recommendation to the Board to approve Work Order #8 with a fee not-to-exceed \$4,888,880.00.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Technical Committee Recommendation(s)

- Technical Committee unanimously recommended approval of Work Order #8

Attachment(s)

- Resolution 2024-01-24-002
- ARWA Phase 1B CM&I Proposal for 2024 dated January 8, 2024

Board Decision(s) Needed:

- Adoption of Resolution 2024-01-24-002 approving Work Order #8 for Construction Management & Inspection for the Authority's Phase 1B Program.



ALLIANCE WATER

RESOLUTION NO. 20240124-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #8 BETWEEN THE AUTHORITY AND PAPE-DAWSON ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES RELATED TO THE AUTHORITY'S PHASE 1B PROGRAM AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (the "Authority") entered into a master agreement with Pape-Dawson Engineers, Inc. ("Pape-Dawson") for professional construction management and inspection services and related matters in May 2020.

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

3. The Authority entered into work orders with Pape-Dawson for construction management and inspection work for the Authority's Phase 1B projects in May 2021, January 2022 and December 2022.

4. The Authority requires additional construction management and inspection services for the Authority's Phase 1B projects associated with the actual construction activities of the Phase 1B Program for 2024.

5. The Work Order was negotiated by the Executive Director on behalf of the Authority. The work order references terms and conditions in the Master Agreement between the Authority and Pape-Dawson.

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

SECTION 1. The attached work order for Construction Management and Inspection Services for the Phase 1B Program between the Authority and Pape-Dawson is approved.

SECTION 2. The Authority's Executive Director, Graham Moore, is authorized to execute the attached Work Order #8 on behalf of the Authority.

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

Resolution 20240124-002
Phase 1B CM&I Services for 2024

ADOPTED: January 24, 2024.

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Schmeits
Secretary, Board of Directors

January 8, 2024

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

Re: ARWA Phase 1B CM&I – Work Order #8

Dear Mr. Moore:

We are pleased to present this proposal for providing Construction Management and Inspection (CMI) services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

I. GENERAL TASKS

A. Program Construction Manager Services

- Perform construction observation and construction administration tasks as ARWA’s designated Owner’s Representative during construction.
- Serve as the primary point of contact for the Owner’s Project Team (OPT) in the administration of the construction program. The OPT consists of ARWA, Kimley-Horn, Pape-Dawson, the Design Consultants and the Material Testing Service. Pape-Dawson will establish the construction oversight processes and procedures and conduct progress meetings for the program.
- Suggest required staffing levels and make assignments as necessary to see that construction activities are adequately covered and that the needs of the program are being met. Provide a Construction Management Team (CMT) of qualified personnel to execute the responsibilities of the Owner’s Representative. Major team roles to be staffed include:
 - *Owner’s Representative during Construction (referred to as the CMI in Specification Section 00 73 00 of the Contract Documents)*
 - The single-point of contact for the OPT for Construction Phase activities and is responsible for the execution of Owner’s Representative Services across the Program.
 - *Construction Managers*
 - Provide on-site, full-time Construction Manager for facilities projects for coordination and oversight of project Contractor and PDC activities on behalf of PMC and Owner.
 - Provide on-site, full-time Construction Manager for pipeline projects for coordination and oversight of project Contractor and PDC activities on behalf of PMC and Owner.

- *Owner's Field Representatives*
 - Provide on-site, full-time Owner's Field Representatives for facilities projects for observation of construction activities on behalf of ARWA.
 - Provide on-site, full-time Owner's Field Representatives for pipeline projects for observation of construction activities on behalf of ARWA.
 - Provide specialized Owner's Field Representatives for as needed to support facility and pipeline Owner's Field Representatives. Examples include activities such as electrical, welding, and tunneling.
- *Commissioning Manager*
 - Provide Commissioning Manager to oversee Program's commissioning and startup planning and execution activities.
- Implement and execute a Construction Management Plan to assist in the administration of the construction contracts in accordance with the Program's requirements and Construction Documents. The Construction Management Plan (CMP) establishes standard operating procedures, protocols and forms for construction management and administration activities, including submittals, substitution requests, construction schedule, requests for information, requests for change in the Contract Amount or the Contract Time, applications for payment, as-builts, records drawings, materials testing, record-keeping, and operating and maintenance manuals.
 - Review schedules, project costs and project progress payment requests from the Contractor and make recommendations to the Design Consultant for approval or rejection.
 - Provide monthly status reports which include at a minimum:
 - Pape-Dawson progress pay requests
 - Risk Register updates
 - Decision Register updates
 - Updates to Program Schedule milestones which are mutually agreed upon by ARWA, Pape-Dawson and Kimley-Horn
 - Overall Work completed to Date
 - Tasks completed in the last 30 days
 - Tasks to be completed in the next 30 days
 - Overall Work to be completed
 - Reasons & Solutions for Delays
- Develop, implement, and maintain an Electronic Document Management System (EDMS) using Microsoft SharePoint. Pape-Dawson will host the SharePoint site and provide access to individuals involved in Construction Phase activities. Pape-Dawson intends to maintain documents in electronic format to the extent possible to be sustainable and also for ease of search and retrieval. Documentation includes drawings, logs, RFIs, submittals, correspondence, letters and reports. Manage access to EDMS.
- Provide temporary field offices at the Water Treatment Plant and Booster Pump Station for Pape-Dawson use. The Contractor will provide temporary services

and connections to the CMT trailer and provide a level gravel pad to support the trailer. Pape-Dawson is responsible for monthly service charges which will be invoiced to ARWA.

- Provide a Field Observation Report platform that promotes consistency in data collections, is searchable using metadata, and provides near-real time information to the OPT. Pape-Dawson intends to use Headlight to provide this service.

B. Field Construction Manager Services

- Manage and administer the day-to-day Owner Representative requirements of the Projects.
- Serve as the liaison between the construction contractors and the OPT. Provide leadership to the assigned Field Staff in the performance of their duties and manage the administrative efforts required to support construction of the Projects.
- Execute the Construction Management Plan. This includes such activities as determination of pay application quantities, review of schedule updates, coordination of change orders, coordinate material testing, lead daily site observations, and coordinate quality assurance activities with the OPT.
- Maintain and monitor project risk using a risk register. Project risk registers will initially be the Design Consultant's list of open risk items remaining at the end of the Design Phase. The risk register will be reviewed by the OPT and Contractor during progress meetings. As risks to the project develop or change, the register will be updated and reported in Pape-Dawson's monthly status report to ARWA.
- Maintain a decision register to track major discussions items that come up throughout the life of the project. These items will be pulled from the meeting notes as well other communications such as calls and e-mails. Major discussion items will be tracked along with initial and final decisions that are proposed for the item. This log will be a living document and that is updated monthly.

C. Owner's Field Representative Services

- Perform observation and documentation of construction activities for conformance to the Contract Documents as directed by the Construction Manager.
- Provide adequate, qualified staff to conduct daily, on-site, full-time observation services.
- Provide daily quality assurance of the Contractor's quality control process.
- Coordinate Material Testing Service verification testing with Contractors.

D. Commissioning

Serve as ARWA's designated representative as the Program-wide commissioning manager responsible for integrating the commissioning and startup activities of the Program's multiple Projects. Review the Contractor's Facility Startup and Performance Plan, functional and performance test results, completed unit process

startup forms, and completed facility performance demonstration/certification forms. Check the Contractor's scheduled tasks and timelines against the Contractor's Facility Startup and Performance plan for adequacy to meet Program milestones. Coordinate specialists or technical advisers required from the Design Consultant. Work directly with ARWA to facilitate seamless handover to operations staff prior to Commercial Operations. Attend facility startup meetings conducted by the Contractor.

II. SIGNIFICANT SPECIFIC TASKS

A. Bidding Support Services

1. Participate as a member of the Competitive Seal Proposal evaluation team.
2. Compile contract documents from the Contractor and provide to the Program Team.

B. Schedule and Conduct Construction Meetings

1. Preconstruction Conferences
Coordinate and conduct preconstruction conferences with OPT and Contractors. Prepare the meeting agenda packet and meeting minutes for Project meetings and distribute copies as directed by ARWA.
2. Construction Meetings
Coordinate and conduct construction meetings with OPT and Contractors for purposes of conforming with Program schedule goals.

C. Monitor Contractor Activities During Construction Phase to Check Conformance with Program Schedule, Budget and Quality Goals

1. Site Visits
Prepare daily field reports and representative photos that generally document the Contractor's personnel, hours on job site, equipment in use and idle, general safety observations, quality control activities, weather conditions, data relative to extras or deductions in bid items, Work in progress and accomplished, whether Work is in general conformance with the Contract Documents, general observations and documentation of testing procedures and results. Identify deviations in the Work from the Contract Documents, note the deviations in daily reports, notify the Contractor and, as needed, the OPT of the deviations, and monitor the deviations until they are resolved.

Review documentation and Contractor resources to check that Contractor, Subcontractor, and other Project team members have the required qualifications, training, licenses, and certifications as specified.

2. Design Consultant Observation
Monitor Design Consultant observations of the progress and quality of the executed work and coordinate responses to Contractors when work is not proceeding according to contract requirements.

3. Contractor Pay Requests
Before the Contractor submits applications for payment to the Design Consultant under Section 12.1 of the TWDB Supplemental Contract Conditions, review each application in draft form, check whether the amount requested reflects the progress of the Work and is in accordance with the Contract Documents, and provide a recommendation to the Design Consultant as to the acceptability of the application.

4. Contractor Schedule
Review, analyze, and check logic, sequencing, and required milestones in the Contractor's initial schedule. Check Contractor's WBS against SOV to facilitate future payment review process.

Review schedule for variances Contractor's schedule as part of the monthly pay application review process and notify OPT of potential concerns in delivering the Project on time.

5. Contractor Redlines
Maintain records of construction activity, approved changes, and contract deviations to support the preparation of accurate Record Drawings at the conclusion of construction.

6. Quality Assurance
Monitor the Contractor for implementation, documentation, and verification of the Contractor's Quality Control Plan. Receive, log, and distribute QA and testing results from the Material Testing Service. Review submittals and Certified Test Reports. Conduct preparatory meetings of the three-phase control system with CMT, Design Consultant, and Contractor.

7. Change Order Documentation
Monitor and coordinate with the Design Consultant the preparation of supporting documentation and/or design, and review of final draft of Change Order documents. Coordinate with the Design Consultant in the preparation, maintenance, and distribution of the Project Change Order log.

8. Substantial Completion Coordination
Coordinate with OPT and Contractor to conduct an on-site review. Maintain records of list of Work corrections (punch-list items) that need to be addressed for Final Completion and provide to Contractor.

9. Final Completion Coordination

Coordinate with the OPT and Contractor to conduct an on-site review upon notification by Contractor that Work is ready for final inspection and acceptance, and receipt of Contractor's final Application for Payment. Support the Design Consultant with preparation of the final Application for Payment upon work being found acceptable.

E. Monitor, Review and Coordinate RFIs, Change Orders, Field Revisions, Punch Lists, and other Actions during Construction

1. RFI Coordination

Coordinate monitor and log Design Consultant responses to requests for information (RFI) submitted by the Contractor. Prepare, maintain and distribute a Project RFI log. Assist in the resolution of RFI's as needed.

2. Technical Documentation Coordination

Coordinate the provision of technical documentation to support the resolution of claims, disputes and other matters relating to the execution or progress of the construction work or interpretation of the Contract Documents.

3. Change Management

Track the progress of changes (potential and approved). Notify ARWA and Kimley-Horn of potential change requests based on RFI submitted by the Contractor, or discussions of the work. Review Contractor change orders and delay claims and make recommendations to ARWA. Assist the Design Consultant in the preparation of change requests for review, approval or rejection by ARWA providing photographs, field records, testing results and other documentation as needed to help evaluate the change request.

4. Substantial and Final Completion

Coordinate and support the Design Consultants professional inspections to determine the dates of substantial completion and final completion for the Project, to evaluate the work for acceptable conformance with the construction contract documents and to verify that any minor deviations from the construction contract documents have been corrected. Coordinate with the Design Consultants to receive and review written warranties and related documents required by the construction contract documents and assembled by the Contractor.

5. Submittals

- Monitor and record the progress of Contractor submittals such as shop drawings, product data, samples, schedules, laboratory, quarry, shop and mill tests of material and equipment. Coordinate and monitor Design Consultant progress in review and processing of Contractor submittals.
- Identify if submittals are reviewed and returned to the Contractor by the Design Consultants with recommendation for action to be taken

- Prepare, maintain, and provide updated electronic copies of the Master Submittal Log. The Master Submittal Log will indicate the accurate status of project submittal requirements. Maintain status of submittals such as Reviewed, Reviewed with Comments, Revise and Resubmit or Other Action. The Contractor will prepare a Submittal Schedule, based on the Master Submittal Log. The Master Submittal Log will be distributed as requested by ARWA.

E. Monitor and Coordinate Program and Project Close Out

1. Record Drawings

Coordinate and monitor the Design Consultant's review of contractor as-built drawings and check that compiled field changes and orders, and permit corrections are complete and correctly reflected on drawings according to best available information and knowledge. Production of the record drawings will be done by the Design Consultant.

2. Close Out Procedure

Work with the Design Consultants and ARWA to check that close out paperwork required by the TWDB and Contract Documents is completed and submitted to receive release of retainage and Certificate of Approval for each Project.

Estimate of costs: See attached Exhibit A.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Because the construction phase Owner's Representative support services are dependent on the number and duration of individual construction projects, this scope and fee is only an estimate to establish an initial funding of the Owner's Representative's work. The fee will be reevaluated as work progresses and additional fees may be required.*
- *Staffing is based on full-time observation, estimated at 50 hours per week, one crew per heading and one crew per facility. The time frames are shown in Exhibits B and C.*
- *Work will be invoiced on an hourly basis using the attached rate schedule (Exhibit D). Rates are valid through 2024.*
- *Microsoft SharePoint services are estimated based upon standard cloud business deployment. Program needs that escalate those standard deployments, such as cyber-security requirements, will require additional fees.*
- *Direct expenses for reproduction, travel, express mail, special deliveries, trailer rental, and temporary office utilities will be invoiced at cost per the Master Agreement.*
- *Additional services requested by ARWA which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services will be a charge for personnel services plus an hourly charge for specialized equipment and computers. A budget of **\$4,888,880.00** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This also includes estimated expenses for field office trailers, temporary field office services, a cloud-based field reporting system, and

other direct expenses as defined below. This budget figure does not include applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

Agreement

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the **27th** day of **May 2020**, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein. Conflicts between the Master Agreement and this Proposal to be governed and controlled by this Proposal.

We appreciate the opportunity to work with you on this project. If this proposal meets with your approval, please acknowledge such by signing this proposal letter and returning it to our office via email, fax or US Mail for our records. Receipt of the executed document serves as authorization for us to proceed with the work.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Chris Noe, P.E.
Managing Vice President, Project Delivery



Cara C. Tackett, P.E.
Managing Principal, Water Resources

Attachments

- Exhibit A – Estimate of Costs
- Exhibit B – CMI Organization Chart
- Exhibit C – Estimated Staffing Matrix for 2024
- Exhibit D – 2024 Hourly Rate Schedule

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EXHIBIT A
Estimate of Costs

ARWA1B	2024	
	<u>Hr - total</u>	<u>Fee</u>
A. Program Construction Manager Services		
Develop, Implement and Execute CMP		
CMI Program Manager	540	\$ 162,000
Assistant CM	1,190	\$ 255,850
Startup & Commissioning CM	2,150	\$ 473,000
Design Lead (EST)	100	\$ 20,000
Administrative	240	\$ 29,040
Develop, Implement and Maintain EDMS		
SharePoint Document Control Manager/GIS	1,100	\$ 187,000
Provide Field Observation Platform		
Autodesk Build	1	\$ 22,000
GPS Equipment	6	\$ 12,000
Provide Temporary Field Offices		
WTP Trailer (Rent/mo)	8	\$ 13,763
WTP Utilities (Monthly)	8	\$ 1,760
WTP Trailer (Teardown)	1	\$ 6,820
BPS Trailer (Rent)	12	\$ 22,070
BPS Utilities	12	\$ 2,640
B. Field Construction Manager Services		
Execute CMP		
CM Facilities	1,320	\$ 304,920
CM Pipelines	2,760	\$ 637,560
CM EST	375	\$ 86,625
C. Owner's Field Representative Services		
WTP Field Observation and Reporting		
WTP Lead Field Representative	1,780	\$ 325,740
BPS Field Observation and Reporting		
BPS Lead Field Representative	660	\$ 120,780
Segment A Field Observation and Reporting		
Inspector	660	\$ 112,200
Segment B Field Observation and Reporting		
Inspector	660	\$ 112,200
Segment C Field Observation and Reporting		
Inspector	1,540	\$ 261,800
Inspector	1,980	\$ 336,600
Inspector	1,540	\$ 261,800
Segment D Field Observation and Reporting		
Inspector	660	\$ 112,200
Inspector	1,100	\$ 187,000
Segment E Field Observation and Reporting		
Inspector	1,100	\$ 187,000
Inspector	1,540	\$ 261,800

EXHIBIT A
Estimate of Costs

ARWA1B	2024	
	<u>Hr - total</u>	<u>Fee</u>
EST Field Observation and Reporting		
Inspector	540	\$ 91,800
Labor Subtotal	13,760	\$ 2,370,920
D. Commissioning Services		
Program-Wide Commissioning and Startup Oversight		
Commissioning and Startup Manager	160	\$ 45,120
Electrical Inspector/Commissioning Specialist IV	600	\$ 138,000
Administrative Manager	22	\$ 3,520
Labor Subtotal	782	\$ 186,640
TOTALS		
Labor Total	24,317	\$ 4,713,555
Non-Labor Total		\$ 81,054
Estimated Direct Expenses (2% of Labor)		\$ 94,271
Grand Total		\$ 4,888,880

EXHIBIT B
CMI Organization Chart

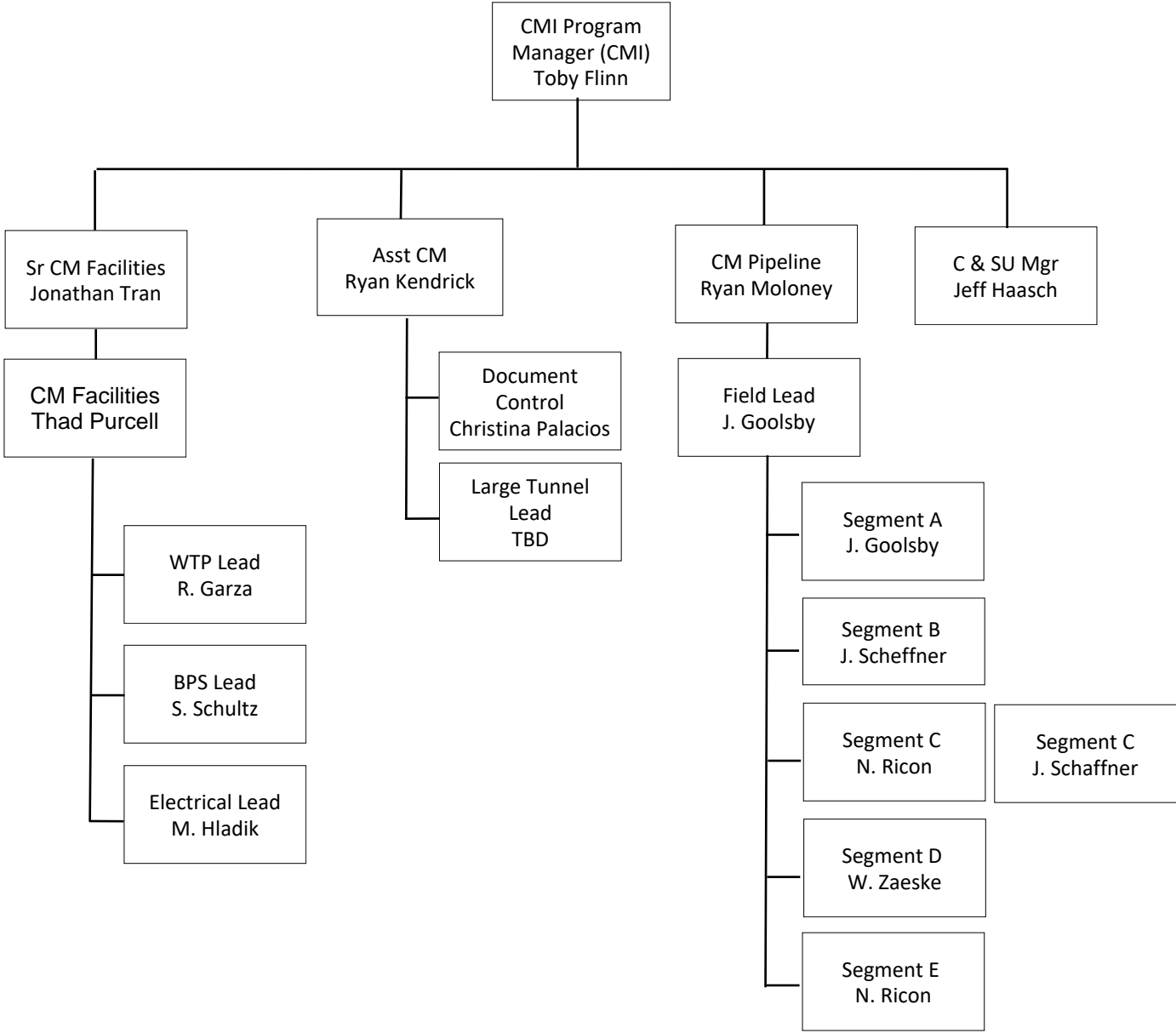


EXHIBIT C - Estiamted Staffing Matrix

		2024												Hours
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
A. Program Construction Manager Services														
Develop, Implement and Execute CMP														
CMI Program Manager	Toby Flinn	45	45	45	45	45	45	45	45	45	45	45	45	540
Design Leader (EST)	Lee Niles			20	20	20	20	20						100
Assistant CM (PD)	Jason Adamitz	220	220	220	220	220	60	30	-	-	-	-	-	1,190
Assistant CM (PD)	Ryan Kendrick	200	200	200	200	200	200	200	200	175	175	100	100	2,150
Administrative (PD)	Gabriele Dooley/J.Savage	20	20	20	20	20	20	20	20	20	20	20	20	240
Develop, Implement and Maintain EDMS														
Document Control Manager	Christina Palacios/Sara S.	75	75	75	75	100	100	100	100	100	100	100	100	1,100
B. Field Construction Manager Services														
Execute CMP														
CM Facilities (TEC)	Thad Purcell	220	220	220	220	220	220							1,320
CM Pipeline (PD)	Ryan Moloney	230	230	230	230	230	230	230	230	230	230	230	230	2,760
CM EST (PD)	Ted Nelson	25	25	25	25	40	40	40	25	25	25	40	40	375
C. Owner's Field Representative Services														
WTP Field Observation and Reporting														
WTP Lead Field Representative	Roger Garza	230	230	230	230	230	230	200	200					1,780
BPS Field Observation and Reporting														
BPS Lead Field Representative	Stephanie Schultz	220	220	220	-	-	-	-	-	-	-	-	-	660
Field Observation and Reporting														
Segment A Field Observation and Reporting	James Goolsby	220	220	220	-	-	-	-	-	-	-	-	-	660
Segment B Field Observation and Reporting	Joel Scheffner	220	220	220	-	-	-	-	-	-	-	-	-	660
Segment C Field Observation and Reporting	Norberto Ricon	-	-	-	-	-	220	220	220	220	220	220	220	1,540
Segment C Field Observation and Reporting	Joel Scheffner	-	-	-	220	220	220	220	220	220	220	220	220	1,980
Segment C Field Observation and Reporting	Wade Zeiske	-	-	-	-	-	220	220	220	220	220	220	220	1,540
Segment D Field Observation and Reporting	Eric Vidal	220	220	220	-	-	-	-	-	-	-	-	-	660
Segment D Field Observation and Reporting	Norberto Ricon	220	220	220	220	220	-	-	-	-	-	-	-	1,100
Segment E Field Observation and Reporting	Sean Rademacher	220	220	220	220	220	-	-	-	-	-	-	-	1,100
Segment E Field Observation and Reporting	Wade Zeiske/TBD	220	220	220	220	220	220	220						1,540
Elevated Storage Tanks (North and South)	TBD	45	45	45	45	45	45	45	45	45	45	45	45	540
D. Commissioning Services														
Program-Wide Commissioning and Startup Oversight														
Facility - Commissioning and Startup - Principle Engineer	Jeff Haasch	-	-	40	40	40	40	-	-	-	-	-	-	160
Facility - Commissioning and Startup - Electrical Specialist	Matt Hladik	120	120	120	120	120	-	-	-	-	-	-	-	600
Facility - Commissioning and Startup - Project Management	Mackenzie Philips	-	-	-	-	-	22	-	-	-	-	-	-	22
TOTALS LABOR														24,317

EXHIBIT D 2024 - Hourly Rates

Key Staff		Range (\$/Hr)	
Principal In Charge		\$300	
Project Manager (CMI)		\$230	
Construction Manager		\$231	
Assistant Construction Manager		\$210	\$215
Commissioning Manager		\$282	
Full-Time Inspectors (1)		Range (\$/Hr)	
Pipeline (Senior)		\$155	\$170
Pipeline (Junior)		\$110	\$120
Facility - Building/Structural/Mechanical		\$180	\$205
Facility - Quality Manager		\$160	\$183
As-Needed Inspectors (2)		Range (\$/Hr)	
Electrical / I&C		\$200	\$230
CWI/Coatings		\$155	\$175
Cathodic Protection		\$190	\$220
Process Equipment		\$180	\$205
Tunnel (P.E.)		\$200	\$225
Support		Range (\$/Hr)	
Scheduler		\$190	\$200
Administrative		\$100	\$110
SharePoint Manager		\$150	\$170
SharePoint Tech		\$110	\$130
Document Control Manager		\$130	\$135
Document Control Assistant		\$85	\$100
Notes			
(1) Rates include costs for vehicle, per diem, and lodging			
(2) Mileage, vehicle, and lodging costs may be charged for this group at standard allowable rates			

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.5** Update and discussion regarding the status of the Authority’s Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
-

Background/Information

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

Attachment(s)

- Phase 1B Program Update – January 17, 2024

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Technical Committee Meeting
January 17, 2024



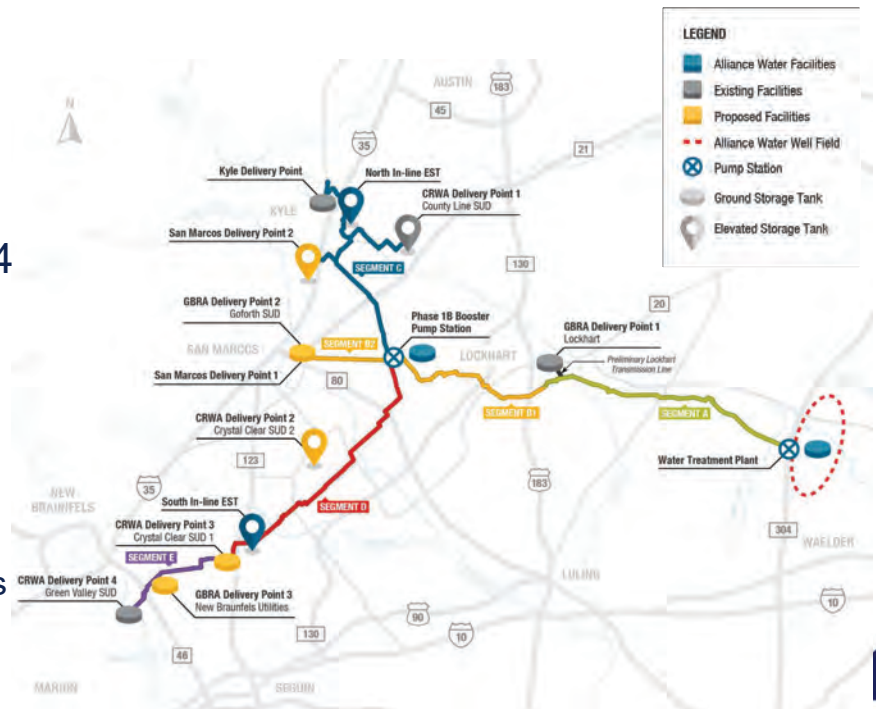
ALLIANCE WATER

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

Ongoing Progress

- ▶ Segment C Procurement
 - Advertise – 12/6
 - Pre-Proposal Meeting – 12/14
 - Proposals Received – 01/15
 - Board Approval - January

- ▶ TWDB Reviews
 - South Inline EST
 - Plans and Specs – Approved
 - Construction – Release of Funds Request – Awaiting Approval



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	5	8	2	10	66	32
E	36	0	0	0	0	0	36	11
Well Field	16	0	4	4	0	4	12	4
Total	274					14	260	80



COST UPDATES BASED ON FEBRUARY MILESTONE SUBMITTALS/RESULTS

		PREVIOUS*	REVISED	
Construction Package		ARWA Total Projected Cost	ARWA Total Projected Cost	DIFFERENCE
Submittal (%) Combined Program Infrastructure				
Const.	Water Treatment Plant	\$ 31,400,000	\$ 31,400,000	\$ 0
Const.	Booster Pump Station & GBRA Meter Stations	\$ 14,000,000	\$ 14,000,000	\$ 0
Const.	Inline EST (South)	\$ 4,500,000	\$ 4,500,000	\$ 0
Const.	Pipeline Segment A	\$ 31,000,000	\$ 31,000,000	\$ 0
Const.	Pipeline Segment B	\$ 38,000,000	\$ 38,000,000	\$ 0
Const.	Pipeline Segment D	\$ 49,200,000	\$ 49,200,000	\$ 0
Const.	Pipeline Segment E	\$ 17,800,000	\$ 17,800,000	\$ 0
	Subtotal	\$185,900,000	\$185,900,000	\$ 0
ARWA-Only Infrastructure				
Closed	Well Drilling	\$ 3,300,000	\$ 3,300,000	\$ 0
Const.	Raw Water Infrastructure	\$ 11,400,000	\$ 11,400,000	\$ 0
Const.	ARWA Booster Pump Station & Delivery Points	\$ 5,200,000	\$ 5,200,000	\$ 0
60	Inline EST (North)	\$ 7,200,000	\$ 7,200,000	\$ 0
95	Pipeline Segment C	\$101,800,000	\$101,800,000	\$ 0
Const.	Pipeline Segment E (ARWA-Only)	\$ 15,300,000	\$ 15,300,000	\$ 0
No Design	Administration and Operations Building	\$ 4,200,000	\$ 4,200,000	\$ 0
	Subtotal	\$148,400,000	\$148,400,000	\$ 0
	Total	\$334,300,000	\$334,300,000	\$ 0

*Previous budget updated as of December 2023



Questions?

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.6** Consider adoption of Resolution 2024-01-24-003 confirming the rankings of the submittals in response to the competitive sealed proposal for the Phase 1B Segment C Project and authorizing Staff to enter negotiations with the top scoring contractor.
~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Alliance Water sought proposals for the Phase 1B Segment C Pipeline Project starting in December 2023 with proposals submitted on January 15, 2024. In accordance with the Authority's policies and Texas Water Development Board (TWDB) requirements, the project was advertised for two consecutive weeks in the Hays Free Press and in the Lockhart Post-Register.

The project includes approximately 7.2 miles of 42-inch pipeline, 6.6 miles of 36-inch pipeline, 2.8 miles of 30-inch pipeline, 0.7 miles of 24-inch pipeline and 5.1 miles of 12-inch pipeline and related appurtenances. The bid was setup for additive alternates of pipe material (ductile iron, concrete steel cylinder and welded steel).

A total of six proposals were received. The bidding documents utilized a Competitive Sealed Proposal (CSP) process whereby cost is considered but so too are the qualifications of the contractor to perform the work. The proposals were reviewed by a committee of five members – the total scoring for the group is attached. The CSP process allows for the possibility of negotiating changes in scope and cost with the highest scoring offeror.

Additional information, including proposal scoring and resolution will be provided to the Board on Tuesday, January 23rd prior to the request for Board action.

Board Decision(s) Needed:

- Adoption of Resolution 2024-01-24-003 confirming the rankings of the Segment C proposals and authorizing Staff to enter negotiations with the top scoring contractor.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.7** Consider adoption of Resolution 2024-01-24-004 authorizing the Executive Director to enter into an Interlocal Agreement with the Guadalupe-Blanco River Authority for design services for the expansion of the Carrizo Water Treatment Plant. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority entered into the Water Treatment and Transmission Agreement in June 2018 with the Guadalupe-Blanco River Authority (GBRA) that prescribed 15,000 acre-feet of capacity in the Carrizo Water Treatment Plant (WTP) for GBRA's use. This project is currently in construction.

In 2022 GBRA requested that the Authority consider expanding the capacity of the WTP by 10.2 million gallons per day. This additional capacity has not previously been planned into the master plan for the WTP.

In May and June 2023 Staff and consultants presented options for the expansion of the WTP and possible cost splits between Alliance Water and GBRA. The analysis indicates that Alliance Water could save approximately \$14 million by expanding the WTP in conjunction with GBRA. In November 2023 some of the Alliance Water members met with GBRA to further discuss the possible expansion.

Staff has pointed out that in order for the WTP expansion to provide for more water to the Sponsors, that an expansion of the Alliance Water raw water system and the Maxwell Booster Pump Station would both be required, both of which also come at a significant expense (refer to Agenda Item I.9).

In order to meet the requested timeline of additional operational WTP capacity by the Spring of 2027, the design of the expansion needs to commence. There remains a difference between several of the Sponsors as to when the additional capacity provided by an expansion would be advantageous. Staff will schedule meetings with each Sponsor individually to discuss their needs and to determine if there are portions of the non-WTP portions of the expansion that could be deferred and paid for by the non-participating entities at that time, thus better balancing the timing.

Below is the anticipated schedule for the expansion project, including when decisions need to be finalized to enter into the construction portion of the WTP.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Project Schedule – Critical Path Items*

- WTP Design NTP: January 2024
- ARWA Decision on Construction Participation: May 2024
- ARWA-GBRA Agreement on WTP Construction Funding: June/July 2024
- WTP Bidding: December 2024
- WTP Construction NTP: March 2025
- WTP Startup: January 2027

* Note: the expansion of the ARWA raw water facilities and Maxwell Booster Pump Station can occur more quickly than the WTP expansion and therefore are not shown in the critical path schedule.

The attached Interlocal Agreement covers only the design of the WTP and does not include a commitment to move forward with the construction of the WTP. Furthermore the agreement commits that each party will pay for 50% of the costs of the design services for the expansion of the WTP.

Staff is requesting approval of the Interlocal Agreement while the additional details regarding participation in the expansion of all facilities (WTP, raw water system and Maxwell BPS) are further developed with the Authority's Sponsors.

Attachment(s)

- Resolution 2024-01-24-004
- ARWA-GBRA Interlocal Agreement

Board Decision(s) Needed:

- Adoption of Resolution 2024-01-24-004 authorizing the Executive Director to enter into an Interlocal Agreement with the Guadalupe-Blanco River Authority for design services for the expansion of the Carrizo Water Treatment Plant.



RESOLUTION NO. 20240124-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE GUADALUPE-BLANCO RIVER AUTHORITY FOR DESIGN SERVICES FOR THE EXPANSION OF THE CARRIZO WATER TREATMENT PLANT, AND DECLARING AN EFFECTIVE DATE

RECITALS:

- 1.** The Alliance Regional Water Authority (the "ARWA") and the Guadalupe-Blanco River Authority (the "GBRA") entered into a Water Treatment and Delivery Agreement effective June 27, 2018 which provided for, among other things, the construction of a water treatment plant to be owned by ARWA (the "ARWA Facility") with a permanent ownership interest in capacity by GBRA that is currently under construction and will supply ARWA's Members and GBRA with treated drinking water supplies;
- 2.** The ARWA Facility is capable of expansion to increase its treatment capacity; and
- 3.** The Parties desire to collaborate on an expansion of the ARWA Facility (the "Proposed Expansion"), through which GBRA and ARWA could jointly utilize as a cost-effective method to meet the water demands of both GBRA and the members of ARWA.
- 4.** The Interlocal Agreement between ARWA and GBRA is only for the design of the Proposed Expansion and does not contain a commitment to construction of the Proposed Expansion.

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

PART 1. The attached Interlocal Agreement with the Guadalupe-Blanco River Authority is approved.

PART 2. Alliance Water's Executive Director, Graham Moore, is authorized to execute the Agreement on behalf of Alliance Water.

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

ADOPTED: January 24, 2024.

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Schmeits
Secretary, Board of Directors

**INTERLOCAL AGREEMENT
BETWEEN
GUADALUPE-BLANCO RIVER AUTHORITY AND
ALLIANCE REGIONAL WATER AUTHORITY**

This Interlocal Agreement is made and entered into this ____ day of _____, 2024 (the “Effective Date”) by and between the Guadalupe-Blanco River Authority (“GBRA”), a conservation and reclamation district and political subdivision of the State of Texas created pursuant to Article 16, Section 59 of the Texas Constitution and Alliance Regional Water Authority (“ARWA”), a conservation and reclamation district and political subdivision of the State of Texas created pursuant to Article 16, Section 59 of the Texas Constitution. GBRA and ARWA may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, GBRA is a river authority and conservation and reclamation district created under the authority of Article 16, Section 59 of the Texas Constitution, consisting of that part of the State of Texas that is located within the boundaries of the Counties of Hays, Comal, Guadalupe, Caldwell, Gonzales, DeWitt, Victoria, Kendall, Refugio and Calhoun;

WHEREAS, ARWA is a conservation and reclamation district created under the authority of Article 16, Section 59 of the Texas Constitution, which provides for, among other things, the treatment and delivery of drinking water supplies to its members that include the cities of Buda, Kyle, and San Marcos, and the Canyon Regional Water Authority (ARWA’s “Members”);

WHEREAS, the Parties recognize that the opportunity to enter this Agreement under the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code, which encourages local governments to collaborate and enter arrangements such as this Agreement to increase the efficiency and effectiveness of carrying out their respective statutory duties;

WHEREAS, GBRA currently provides wholesale raw and treated water to customers throughout its jurisdictional boundaries and is seeking to further develop its water supply;

WHEREAS, the Parties entered into a Water Treatment and Delivery Agreement effective June 27, 2018 which provided for, among other things, the construction of a water treatment plant to be owned by ARWA (the “ARWA Facility”) with a permanent

ownership interest in capacity by GBRA that is currently under construction and will supply ARWA's Members and GBRA with treated drinking water supplies;

WHEREAS, the ARWA Facility is capable of expansion to increase its treatment capacity; and

WHEREAS, the Parties desire to collaborate on an expansion of the ARWA Facility (the "Proposed Expansion"), through which GBRA and ARWA could jointly utilize as a cost-effective method to meet the water demands of both GBRA and the members of ARWA.

NOW THEREFORE, in consideration of the mutual promises, obligations and benefits described in this Agreement, the sufficiency of which is hereby acknowledged, each Party agrees as follows:

AGREEMENT

1. Each Party represents and warrants to the other that each is fully authorized and empowered by applicable law, including the Interlocal Cooperation Act, Texas Government Code Chapter 791, to enter into the Agreement as a mutually beneficial and binding legal obligation.
2. The term of this Agreement shall be for a period of two (2) years, beginning on this Agreement's Effective Date and ending on December 31, 2025, or upon the earlier of the completion of the scope of services of the Final Design of the Proposed Expansion.
3. The Parties agree to collaborate and share information related to regional water supply project planning and the future development and expansion of existing water supply and treatment facilities, including the Proposed Expansion, defined with more specificity in Exhibit A.
4. The Parties agree that ARWA shall be responsible for developing and soliciting a Request for Qualifications to conduct an engineering design of the Proposed Expansion. GBRA agrees that ARWA has the sole authority to contract with third parties for any engineering work associated with the design of the Proposed Expansion.
5. The Parties agree that ARWA and GBRA shall each be responsible for 50% of the costs incurred in the development of an engineering design for the Proposed Expansion under Section 4 of this Agreement. Said costs shall include, but not be

limited to, engineering design and support services, surveying, geotechnical investigations and reporting, environmental investigations and reporting, permitting and any other costs directly related to the design and/or bidding of the Proposed Expansion.

- 6. ARWA commits to completing the Final Design of the Proposed Expansion as part of this Agreement.
- 7. By entering into this Agreement, neither Party is committing to construction for the Proposed Expansion.

IN WITNESS WHEREOF, the Parties hereto, acting, under the authority of the respective governing bodies, have caused this Agreement to be agreed upon and approved by:

For GBRA:

Guadalupe-Blanco River Authority
Attn: General Manager/CEO
2225 E. Common Street
New Braunfels, TX 78130

For ARWA:

Alliance Regional Water Authority
Attn: Executive Director
630 E. Hopkins Street
San Marcos, TX 78666

Executed in duplicate originals on the dates shown below:

Guadalupe-Blanco River Authority

Alliance Regional Water Authority

by: _____
Darrell Nichols, General Manager/CEO

by: _____
Graham Moore, Executive Director

Date: _____

Date: _____

EXHIBIT A

PROPOSED EXPANSION OF ARWA’S EXISTING WATER SUPPLY AND TREATMENT INFRASTRUCTURE (“PROPOSED EXPANSION”)

The expansion of the ARWA Facility will include a minimum additional capacity of 10.2 million gallons per day (MGD) for GBRA in the WTP bringing its total capacity in the WTP to 23.58 MGD. ARWA’s capacity in the expanded WTP is to be determined but could include up to an additional 8.48 MGD of capacity bringing ARWA’s total capacity to 14.61 MGD.

Below are more details on the WTP expansion:

1. Additional raw water storage
2. Additional carbon dioxide, lime slurry and rapid mix train
3. Additional gravity sand filters
4. Additional clearwell storage
5. Additional high service pumps
6. Expanded capacity in solids handling – options for optimization of solids handling to be reviewed in design

The expanded WTP capacity is anticipated to be constructed and online by March 2027 – the design shall proceed on a schedule to comply with this schedule.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.8** Consider adoption of Resolution 2024-01-24-005 approving Work Order #8 with Kimley-Horn & Associates, Inc. for Preliminary Engineering Design of the Authority's Carrizo Water Treatment Plant Expansion. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Alliance Water and the Guadalupe-Blanco River Authority have been in discussions regarding expansion to the Carrizo Water System. Both ARWA and GBRA would require additional capacity in the Water Treatment Plant and ARWA would also require expansion of the Raw Water System (i.e. well field and raw water lines) and the Maxwell Booster Pump Station. ARWA and GBRA are working on a Memorandum of Understanding regarding the design of the Water Treatment Plant expansion. Both ARWA and GBRA have targeted completion of the construction of the WTP expansion before the summer of 2027.

In order to continue forward and meet the target goal date, ARWA issued a Request for Qualifications for the design of the expansion of the Carrizo Water System, to include the Water Treatment Plant, ARWA Raw Water System and the Maxwell Booster Pump Station. The RFQ was issued on September 26, 2023 with responses due on November 9, 2023. ARWA received two responses which were reviewed and scored by ARWA Staff.

Staff negotiated the attached scope and fee with Kimley-Horn & Associates for preliminary engineering design of the Water Treatment Plant expansion only. The scope includes the preparation of a Preliminary Engineering Report at the conclusion of the investigation along with 30% plans for the expansion project.

Staff anticipates additional future work orders with the Kimley-Horn team for final design of the Water Treatment Plant expansion as well as the raw water and Maxwell Booster Pump Station expansions – these will be brought back at a later date for Board consideration.

Below are some of the key facts regarding the proposal:

Firm: Kimley-Horn & Associates, Inc.

Fee: \$1,083,138.00

Work Order Type: Lump Sum

Anticipated Duration: 4 months

Project Manager: Ryan Sowa, P.E.

Key Subconsultants: STV (formerly CP&Y) and Plus Six Engineering

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

Staff is requesting a recommendation to the Board to approve Work Order #8 with a fee not-to-exceed \$1,083,000.00.

Attachment(s)

- Resolution 2024-01-24-005
- Kimley-Horn & Associates Preliminary Design Scope & Fee dated January 18, 2024
- Carrizo Water System Design Expansion – RFQ Scoring

Board Decision(s) Needed:

- Adoption of Resolution 2024-01-24-005 approving Work Order #8 with Kimley-Horn & Associates, Inc. for Preliminary Engineering Design of the Authority's Carrizo Water Treatment Plant Expansion.



ALLIANCE WATER

RESOLUTION NO. 20240124-005

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #8 BETWEEN THE AUTHORITY AND KIMLEY-HORN & ASSOCIATES, INC. FOR PRELIMINARY ENGINEERING DESIGN RELATED TO THE AUTHORITY'S CARRIZO WATER TREATMENT PLANT EXPANSION PROJECT 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 a master agreement with Kimley-Horn & Associates, Inc ("Kimley-Horn" for engineering services and related matters in August 2015.

2. The Authority issued a request for qualifications (RFQ) for Carrizo System Expansion Design services in September 2023. The RFQ included likely engineering design services and related support services for the expansion of the Carrizo Water Treatment Plant, the Authority's raw water system (i.e. wells and raw water lines) and the Maxwell Booster Pump Station.

3. The submissions were reviewed and scored by Staff and as a result, Staff recommends the selection of Kimley-Horn to serve as the design engineering firm for the Carrizo System Expansion design.

4. The Authority desires to start the preliminary design of the Water Treatment Plant expansion project as the ultimate construction of these facilities will have the longest lead time in the program.

5. The Work Order scope and fee was negotiated by the Executive Director on behalf of the Authority. The work order references terms and conditions in the Master Agreement between the Authority and Kimley-Horn.

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

SECTION 1. The attached work order for Preliminary Engineering Design Services for the Carrizo Water Treatment Plant Expansion Project between the Authority and Kimley-Horn is approved.

SECTION 2. The Authority's Executive Director, Graham Moore, is authorized to execute the attached Work Order #8 on behalf of the Authority.

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

ADOPTED: January 24, 2024.

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Schmeits
Secretary, Board of Directors



January 18, 2024

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

**RE: Scope of Services – Work Order No. 8
Carrizo System Expansion – Water Treatment Plant Preliminary Engineering**

PROJECT DEFINITION AND BACKGROUND

The Alliance Regional Water Authority (Alliance Water) is evaluating the expansion of its Carrizo Water System to increase its capacity to serve Alliance Water sponsors as well as customers of the Guadalupe-Blanco River Authority (GBRA). Proposed improvements will include the expansion of the water treatment plant as well as the potential addition of new Carrizo Aquifer wells, new raw water pipelines, and an expansion of the booster pump station. Alliance Water intends to obtain a State Water Implementation Fund for Texas (SWIFT) loan from the Texas Water Development Board (TWDB) for the proposed improvements.

The Scope of Services for this agreement consists of Kimley-Horn and Associates, Inc. (“Kimley-Horn”) performing preliminary engineering services associated with the expansion of the water treatment plant (WTP), located on a 568-acre Alliance Water-owned property at the southeast corner of State Highway 304 and Wolf Run Road. This WTP is currently under construction as part of the Alliance Water Phase 1B Program, with plant startup anticipated to occur in May 2024. For the purposes of this scope, the WTP analyses will be based around the expansion of capacity for both Alliance Water sponsors and GBRA customers. This “shared expansion” is summarized as follows.

	Alliance Water	GBRA	Total
Current Capacity	6.13 MGD	13.38 MGD	19.51 MGD
Proposed Expansion	8.48 MGD	10.20 MGD	18.68 MGD
Expanded Capacity	14.61 MGD	23.58 MGD	38.19 MGD

Facilities to be expanded include the following:

- Raw Water Tanks,
- Carbon Dioxide System,
- Lime Feed System,
- Master Flow Controller and Meter,
- Rapid Mix Basin,
- Dual Media Gravity Filter Facilities,
- Solids Handling / Drying Bed System,
- Clearwell Tanks,
- High Service Pump Station,
- Disinfection Facilities.

The proposed expansion will be contained entirely within Alliance Water property. For the purposes of this scope, the additional raw water from future groundwater wells that will support this WTP expansion is assumed to have similar properties to the current raw water.

This preliminary engineering Work Order No. 8 will extend for a duration of four (4) months.

SCOPE OF WORK

1. Project Management

- 1.1. Monthly Summary Reports and Invoicing
 - 1.1.1. Prepare a summary report to be submitted with each monthly invoice.
- 1.2. Develop QA/QC Plan and Implementation
 - 1.2.1. Manage and be responsible for the quality of all its deliverables, which includes following an established QA/QC program comprised of high-level staff. This effort will include reviews at each milestone along with discipline coordination, constructability reviews, and interim reviews by project staff.
- 1.3. Project Schedule
 - 1.3.1. Prepare and submit project schedule in Microsoft Project format for the preliminary engineering phase. An updated project schedule will be maintained and submitted monthly.
- 1.4. Risk Register
 - 1.4.1. Develop a risk register that encompasses the entirety of the design phase of the project. Update and submit monthly.
- 1.5. Progress Meetings
 - 1.5.1. Conduct virtual coordination meetings with Alliance Water (4 meetings).
 - 1.5.2. Conduct half-day in-person coordination workshops (2 workshops).
 - 1.5.3. Prepare agenda and meeting notes for each proposed meeting/workshop.
- 1.6. Subconsultant Management
 - 1.6.1. Kimley-Horn will manage, coordinate, and be responsible for all efforts of its subconsultants participating in the project. This includes distribution and coordination of work among the subconsultants, review and payment of monthly progress and billing, quality assurance and control of the work and submittals by the subconsultants.

2. Data Collection and Stakeholder Coordination

- 2.1. Project Kickoff Meeting
 - 2.1.1. Conduct an in-person project kick-off meeting with Alliance Water to discuss project schedule, establish lines of communication, and other items related to the project.
 - 2.1.2. Prepare agenda and meeting notes.

2.2. Record Research

2.2.1. Perform research and coordination with Alliance Water staff and the Phase 1B Program Construction Management and Inspection team (CM&I team) to collect and review records of the existing WTP construction, buried utilities in the vicinity of the WTP, and other features relevant to the expansion of the WTP. Data to be procured and evaluated includes the most current versions of the following:

- 2.2.1.1. GIS and CAD files,
- 2.2.1.2. Record Drawings,
- 2.2.1.3. Utility Block Maps,
- 2.2.1.4. Geotechnical Reports.

2.3. Site Visits

2.3.1. Perform up to two (2) site visits to review record drawing data in the field and coordinate with Alliance Water staff as well as the CM&I team to obtain input regarding record drawing data and any work not yet completed at the WTP site.

2.4. Meetings

- 2.4.1. Conduct up to two (2) virtual meetings with Alliance Water staff as well as the CM&I team to obtain input regarding record drawing data and any work not yet completed at the WTP site.
- 2.4.2. Prepare agenda, exhibits and related content, and meeting notes.

3. 30% Design Analyses**3.1. Capacity Analyses**

3.1.1. Utilizing record drawing and other relevant data, the capacities of all WTP facilities (including piping, appurtenances, electrical and instrumentation) will be evaluated to confirm existing capacities as well as to determine requirements for proposed capacities.

3.2. Site Civil Analyses

3.2.1. Evaluate site civil requirements associated with the WTP expansion, including grading, paving, drainage, yard piping, fencing and associated improvements. Sequencing and start-up evaluations will be included these analyses.

3.3. Facility Mechanical Analyses

3.3.1. Evaluate mechanical requirements associated with the WTP expansion, including piping, valves, meters, and associated appurtenances. Evaluate connections of proposed infrastructure to existing facilities. Sequencing and start-up evaluations will be included these analyses. This will include evaluation of the Contact Time study.

3.4. Structural/Architectural Analyses

3.4.1. Evaluate structural and architectural requirements associated with the WTP expansion, including the expansion of the filter building, rapid mix basins, lime storage facilities, additional ground storage tanks, as well as equipment slabs and other structures required. Geotechnical data from prior studies by others will be utilized; no new geotechnical data will be obtained for these analyses.

- 3.5. Solids Handling System Optimization Assessment
 - 3.5.1. Evaluate potential options for optimizing the solids handling system. Up to three (3) options will be considered for pretreating and thickening the solids. This would expand the existing system, replacing the system with a new technology in the existing footprint and capacity optimization of the existing with chemical addition.
 - 3.5.2. Collect operating data and develop protocol testing for treatment optimization of the existing system.
 - 3.5.3. Confirm sizing and expansion requirements of the solids pumping system.
 - 3.5.4. Evaluate the dewatering system and develop options for technology improvements.

- 3.6. Electrical, Instrumentation & Controls, and SCADA Analyses
 - 3.6.1. Review available data including previous power studies and construction drawings. Summarize current equipment capacities and/or conditions and limitations.
 - 3.6.2. Conduct future needs assessment and estimate the electrical load needs for the Alliance Water WTP electrical system.
 - 3.6.3. Develop recommendations on power and automation phasing plans, as needed.

- 3.7. 30% Plans
 - 3.7.1. Develop 30% Plans for the project. Plans will include the following:
 - 3.7.1.1. Cover Sheet
 - 3.7.1.2. Sheet Index
 - 3.7.1.3. Legends and Abbreviations
 - 3.7.1.4. Civil sheets
 - 3.7.1.4.1. Site Plan
 - 3.7.1.4.2. General Notes
 - 3.7.1.4.3. Profiles
 - 3.7.1.4.4. Grading
 - 3.7.1.4.5. Details
 - 3.7.1.5. Mechanical Sheets
 - 3.7.1.5.1. General Notes
 - 3.7.1.5.2. Equipment Layout
 - 3.7.1.5.3. Sections
 - 3.7.1.5.4. Details
 - 3.7.1.6. Structural Sheets
 - 3.7.1.6.1. General Notes
 - 3.7.1.6.2. Foundation Plans
 - 3.7.1.6.3. Building sections
 - 3.7.1.6.4. Roof plans
 - 3.7.1.6.5. Details
 - 3.7.1.7. Architectural sheets
 - 3.7.1.7.1. Floor plans
 - 3.7.1.7.2. Roof plans
 - 3.7.1.7.3. Elevations
 - 3.7.1.7.4. Details
 - 3.7.1.8. Electrical Sheets
 - 3.7.1.8.1. One-Line Diagrams
 - 3.7.1.8.2. Process Mechanical and Instrumentation Diagrams
 - 3.7.1.8.3. Site Plan

- 3.7.1.8.4. Floor plan
- 3.7.1.8.5. Sections
- 3.7.1.8.6. Control and Instrumentation
- 3.7.1.8.7. Details

3.8. Constructability Analyses

- 3.8.1. Perform a constructability analysis of the project to identify the following:
 - 3.8.1.1. Construction constraints,
 - 3.8.1.2. Sequencing / start-up considerations,
 - 3.8.1.3. Key equipment constraints (long-lead items),
 - 3.8.1.4. Other potential impacts to cost and schedule.
- 3.8.2. Incorporate feedback from constructability analyses into 30% Engineering Analyses.

3.9. Environmental Assessment

- 3.9.1. Evaluate the scope of the proposed improvements to determine environmental analyses required for permitting and funding compliance. Coordinate with the following agencies to confirm potential permitting requirements:
 - 3.9.1.1. United States Army Corps of Engineers (USACE),
 - 3.9.1.2. Texas Parks and Wildlife Department (TPWD),
 - 3.9.1.3. United States Fish and Wildlife Service (USFWS),
 - 3.9.1.4. Texas Historical Commission (THC).
- 3.9.2. Define how additional permitting requirements may be triggered.
- 3.9.3. Meetings
 - 3.9.3.1. Conduct coordination meetings with the identified agencies/entities. For the purposed of this scope, one (1) meeting per agency/entity is assumed.
 - 3.9.3.2. Prepare meeting notes.

3.10. Permitting and Approvals Coordination

- 3.10.1. Coordinate with permitting agencies and other entities to determine required permits and approvals required for the construction of the proposed improvements to the WTP. Agencies/entities are anticipated to include:
 - 3.10.1.1. Texas Commission on Environmental Quality (TCEQ),
 - 3.10.1.2. Texas Water Development Board (TWDB),
 - 3.10.1.3. Guadalupe Valley Electric Cooperative (GVEC).
- 3.10.2. Meetings
 - 3.10.2.1. Conduct up to two (2) coordination meetings with the identified agencies/entities.
 - 3.10.2.2. Prepare meeting notes.

3.11. Procurement Considerations

- 3.11.1. Assist Alliance Water in evaluating the procurement of the construction and key construction materials associated with the project. This will include the evaluation of the following procurement methods:
 - 3.11.1.1. Competitive sealed proposal,
 - 3.11.1.2. Contractor prequalification,
 - 3.11.1.3. Construction Manager at Risk (CMAR).
 - 3.11.1.4. Pre-procurement of key materials.

3.12. Project Schedule Development

- 3.12.1. Prepare a project schedule from preliminary design through completion of construction. The schedule will identify critical path considerations and will include potential impacts of the methods of procurement identified in Task 3.11.

3.13. Opinion of Probable Construction Cost

- 3.13.1. Develop a 30% Opinion of Probable Construction Cost (OPCC) for the proposed project. The OPCC will incorporate any alternatives identified in Task 4 (such as the solids handling option evaluation).

4. Preliminary Engineering Report

- 4.1. Prepare a Preliminary Engineering Report (PER) to summarize the analyses performed in Tasks 2 and 3. The PER will include the following:

- 4.1.1. Executive Summary,
- 4.1.2. Introduction and Background,
- 4.1.3. Design Criteria,
- 4.1.4. Engineering Analyses,
- 4.1.5. Environmental,
- 4.1.6. Permitting and Approvals,
- 4.1.7. Procurement Considerations,
- 4.1.8. Conclusions and Recommendations,
- 4.1.9. Project Schedule,
- 4.1.10. OPCCs,
- 4.1.11. 30% Plans.

- 4.2. Address one (1) round of comments provided by Alliance Water.

- 4.3. Deliverables shall include:

- 4.3.1. Draft PER in Adobe PDF format,
- 4.3.2. Final PER (including comment responses) in Adobe PDF format.

- 4.4. PER Workshop

- 4.4.1. Conduct an in-person meeting with Alliance Water and GBRA to discuss the Draft PER.
- 4.4.2. Prepare agenda and meeting notes.

- 4.5. Alliance Water Presentations

- 4.5.1. Prepare a presentation (in Microsoft PowerPoint format) to summarize the analyses and recommendations of the PER.
- 4.5.2. Present to both the Alliance Water Technical Committee and Board of Directors meetings. For the purposes of this scope, it is assumed that these meetings will be held in person.

SUPPLEMENTAL SERVICES

Supplemental Services shall only be performed upon written authorization from Alliance Water. Subject to Alliance Water's approval in advance, all unused supplemental services funds can be reallocated to other tasks depending on actual project needs.

S1.1 Other Services

Perform services on an as-directed basis as directed by Alliance Water. These tasks could include:

- Adjustments to Final PER to incorporate data and lessons learned from the WTP start-up process, anticipated to occur in April 2024.
- Evaluation and/or design of offsite roadway, transmission main, or other improvements.
- Redesign to reflect project scope changes requested by the Client, required to address changed conditions, or change in direction previously approved by the Client, mandated by changing governmental laws, or necessitated.
- Providing professional services associated with pilot testing.
- Field studies for solids treatment technology.
- Other Design Tasks as assigned by Alliance Water.

ASSUMPTIONS

- Existing Phase 1B WTP capacity (once online) is assumed to be 19.51 MGD.
- Phase 1B WTP record drawing data (red lines, revised drawings, etc.) will be provided to Kimley-Horn and will reflect current construction activity and modifications.
- Coordination for any additional electrical power needs is not included.
- Proposed equipment is assumed to generally match manufacturers and models of the existing equipment (or similar).

FEE AND EXPENSES

Kimley-Horn will perform the outlined scope of services, including reimbursable expenses and Subconsultant services, on a lump sum basis. The budgets for each task are reflected in the following fee summary table:

BASIC SERVICES

Task 1 Project Management	\$ 91,469.00
Task 2 Data Collection and Stakeholder Coordination	\$ 105,178.00
Task 3 30% Design Analyses	\$ 596,603.00
Task 4 Preliminary Engineering Report	\$ 189,888.00
Subtotal Fee	\$ 983,138.00

SUPPLEMENTAL SERVICES

Task S1.1 Other Services	\$ 100,000.00
Subtotal Fee	\$ 100,000.00

Should supplemental or additional design services be required, Kimley-Horn will submit a separate scope and fee proposal to Alliance Water for review and authorization and will proceed with additional work upon written Notice to Proceed from Alliance Water. Funds for supplemental design tasks will be drawn from supplemental service tasks noted in the project work plan and increase the base service contract amount, but the total contract amount will remain the same. All permitting, application, and similar project fees will be paid directly by Alliance Water.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Engineer project number.

Please contact me at (210) 321-3414 or ryan.sowa@kimley-horn.com should you have questions.

Very Truly Yours,



V. Ryan Sowa, P.E.
Project Manager



Jeff James, P.E.
Senior Vice President

Alliance Regional Water Authority												Project Fee Summary			
Carrizo System Expansion - WTP Preliminary Engineering (Work Order No. 8)												Basic Services	\$ 983,138		
1/18/2024												Supplemental	\$ 100,000		
Detailed Overall Kimley-Horn Cost Breakdown												Grand Total	\$ 1,083,138		

Scope of Services													Total Hours	Total Labor Effort	Total Expense Effort	CP&Y	Plus Six Engineering	Total Sub Effort	Total Effort	
Task	Project Role	QA/QC Mngr / Principal	Senior Project Mngr	Senior Tech. Advis / Deputy Prj Mngr	Senior Engineer	Civil Engineer	Engineer-in-Training II	Engineer-in-Training I	Senior CADD Operator / Designer	CADD Operator / Technician	Project Accountant	Administrative Staff / Technician								
	Hourly Bill Rate	\$295.00	\$295.00	\$275.00	\$235.00	\$190.00	\$160.00	\$140.00	\$215.00	\$150.00	\$120.00	\$95.00								
Task 1 - Project Management														\$ 71,800	\$ 2,000	\$ 16,330	\$ 1,339	\$ 17,669	\$ 91,469	
1.1	Monthly Summary Reports and Invoicing		4			8	8				8			28	\$ 4,940		\$ 3,500	\$ -	\$ 3,500	\$ 8,440
1.2	Develop QA/QC Plan and Implementation (including submittal reviews)	40	10	10		10	5					5		80	\$ 20,675		\$ 1,180	\$ -	\$ 1,180	\$ 21,855
1.3	Project Schedule and Updates		4			8	8							20	\$ 3,980		\$ 590	\$ -	\$ 590	\$ 4,570
1.4	Risk Register and Updates	2	10	10		10	20							52	\$ 11,390		\$ -	\$ -	\$ -	\$ 11,390
1.5	Progress Meetings (4 virtual, 2 in-person workshops)	2	20	30		30	30							112	\$ 25,240	\$ 2,000	\$ 11,060	\$ 1,339	\$ 12,399	\$ 39,639
1.6	Subconsultant Management		5			10	10				5			30	\$ 5,575		\$ -	\$ -	\$ -	\$ 5,575
Task 2 - Data Collection and Stakeholder Coordination														\$ 48,670	\$ 1,000	\$ 41,170	\$ 14,338	\$ 55,508	\$ 105,178	
2.1	Project Kickoff Meetings (internal and external)		10	15		20	20							65	\$ 14,075	\$ 1,000	\$ -	\$ 1,479	\$ 1,479	\$ 16,554
2.2	Record Research		5	10		20	20		10	10				75	\$ 14,875		\$ 22,170	\$ 6,807	\$ 28,977	\$ 43,852
2.3	Site Visits (2)		12	20		16	16							64	\$ 14,640		\$ 16,010	\$ 6,052	\$ 22,062	\$ 36,702
2.4	Record Research Meetings (2)		4	4		8	8							24	\$ 5,080		\$ 2,990	\$ -	\$ 2,990	\$ 8,070
Task 3 - 30% Design Analyses														\$ 246,360	\$ -	\$ 319,520	\$ 30,723	\$ 350,243	\$ 596,603	
3.1	Capacity Analyses		10	10		40	40							100	\$ 19,700		\$ 26,820	\$ -	\$ 26,820	\$ 46,520
3.2	Site Civil Analyses		10	10		45	45							110	\$ 21,450		\$ -	\$ -	\$ -	\$ 21,450
3.3	Facility Mechanical Analyses		15	15		60	60							150	\$ 29,550		\$ -	\$ -	\$ -	\$ 29,550
3.4	Structural/Architectural Analyses		5	5		10	10							30	\$ 6,350		\$ 28,400	\$ -	\$ 28,400	\$ 34,750
3.5	Solids Handling System Optimization Assessment		5	5		10	10							30	\$ 6,350		\$ 38,020	\$ -	\$ 38,020	\$ 44,370
3.6	Electrical, Instrumentation & Controls, and SCADA Analyses		5	5		10	10							30	\$ 6,350		\$ 84,240	\$ -	\$ 84,240	\$ 90,590
3.7	30% Plans		40	40		80	120		120	120				520	\$ 101,000		\$ 98,660	\$ -	\$ 98,660	\$ 199,660
3.8	Constructability Analyses (coordination and incorporating comments)		5	5		15	20		20	20				85	\$ 16,200		\$ -	\$ 18,286	\$ 18,286	\$ 34,486
3.9	Environmental Assessment		2	2		4	4							12	\$ 2,540		\$ 12,080	\$ -	\$ 12,080	\$ 14,620
3.10	Permitting and Approvals Coordination		4	4		10	10							28	\$ 5,780		\$ 15,120	\$ -	\$ 15,120	\$ 20,900
3.11	Procurement Considerations		15	15		30	30							90	\$ 19,050		\$ 3,110	\$ -	\$ 3,110	\$ 22,160
3.12	Project Schedule Development		5	5		15	15							40	\$ 8,100		\$ 3,110	\$ -	\$ 3,110	\$ 11,210
3.13	Opinion of Probable Construction Cost (quantities and coordination)		2	2		8	8							20	\$ 3,940		\$ 9,960	\$ 12,437	\$ 22,397	\$ 26,337
Task 4 - Preliminary Engineering Report														\$ 100,540	\$ 1,200	\$ 86,910	\$ 1,238	\$ 88,148	\$ 189,888	
4.1	Preliminary Engineering Report		30	30		60	60					80		260	\$ 45,700		\$ 50,920	\$ -	\$ 50,920	\$ 96,620
4.2	Address Alliance Water Comments		15	15		30	30		20	20				130	\$ 26,350		\$ 11,090	\$ -	\$ 11,090	\$ 37,440
4.3	Submit Deliverables		2	2		5	5					5		19	\$ 3,365		\$ -	\$ -	\$ -	\$ 3,365
4.4	PER Workshop		10	15		15	15							55	\$ 12,325	\$ 1,000	\$ 11,680	\$ 1,238	\$ 12,918	\$ 26,243
4.5	Alliance Water Presentations		15	5		20	20							60	\$ 12,800	\$ 200	\$ 13,220	\$ -	\$ 13,220	\$ 26,220
		44	279	289	0	607	657	0	170	170	13	90								
Grand Total														\$ 467,370	\$ 4,200	\$ 463,930	\$ 47,638	\$ 511,568	\$ 983,138	

Task	Project Role	QA/QC Mngr / Principal	Senior Project Mngr	Senior Tech. Advis / Deputy Prj Mngr	Senior Engineer	Civil Engineer	Engineer-in-Training II	Engineer-in-Training I	Senior CADD Operator / Designer	CADD Operator / Technician	Project Accountant	Administrative Staff / Technician	Total Hours	Total Labor Effort	Total Expense Effort	CP&Y	Plus Six Engineering	Total Sub Effort	Total Effort	
	Hourly Bill Rate	\$295.00	\$295.00	\$275.00	\$235.00	\$190.00	\$160.00	\$140.00	\$215.00	\$150.00	\$120.00	\$95.00								
SUPPLEMENTAL SERVICES																				
S1.1	Other Services																			\$ 100,000
																			\$ 100,000	

Alliance Water																Project Fee Summary		
Water Treatment Plant Expansion PER																Total Effort	\$	463,930
1/18/2024																		
Detailed Overall CP&Y Cost Breakdown																		

Basic Services																					
Task	Project Role	QA/QC / Sr. Proj Mgr / Principal	Senior Tech. Avis / Deputy Prj Mngr	Senior Electrical/Instrumentation/Structural	Senior Environmental Manager	Senior Engineer	Civil Engineer	Senior Biologist / Funding Specialist	Electrical/Instrumentation/Structural	CADD Operator / Senior Technician	Engineer-in-Training II	Engineer-in-Training I	Biologist	GIS Analyst / CADD	Administrative Staff / Technician	Senior Architect	Total Hours	Total Labor Effort	Total Expense Effort	Total Effort	
	Hourly Bill Rate	\$295.00	\$275.00	\$250.00	\$230.00	\$235.00	\$190.00	\$165.00	\$175.00	\$150.00	\$160.00	\$140.00	\$120.00	\$135.00	\$95.00	\$215.00					
Task 1 - Project Management																		74	\$ 15,330	\$ 1,000	\$ 16,330
1.1	Monthly Summary Reports and Invoicing	8													12		20	\$ 3,500		\$ 3,500	
1.2	Develop QA/QC Plan and Implementation	4															4	\$ 1,180		\$ 1,180	
1.3	Project Schedule	2															2	\$ 590		\$ 590	
1.4	Risk Registrar																0	\$ -		\$ -	
1.5	Project Meetings	8		8	4		8				8	8				4	48	\$ 10,060	\$ 1,000	\$ 11,060	
Data Collection and Stakeholder Coordination																		202	\$ 37,170	\$ 4,000	\$ 41,170
2.2	Records Research	2		8		8	16		24		32	32				4	126	\$ 22,170		\$ 22,170	
2.3	Site Visits	2		16			12		12		12	8					62	\$ 12,010	\$ 4,000	\$ 16,010	
2.4	Meetings	2		4			4				4						14	\$ 2,990		\$ 2,990	
																	0				
Task 3 - 30% Engineering Analyses																		1762	\$ 319,520	\$ -	\$ 319,520
3.1	Capacity Analyses	4	8			24	60				40						136	\$ 26,820		\$ 26,820	
3.4	Structural/Architectural Analyses			40			40			16				24	24		144	\$ 28,400		\$ 28,400	
3.5	Solids Handling Optimization Assessment	4	40				60					80		24			208	\$ 38,020		\$ 38,020	
3.6	Elec, Inst & Controls, and SCADA Analyses			100					160	16	160			24			460	\$ 84,240		\$ 84,240	
3.7	30% Plans	8		40		60	60		80	80	80	80		80			568	\$ 98,660		\$ 98,660	
3.9	Environmental Assessments				4			32					40	8			84	\$ 12,080		\$ 12,080	
3.10	Permitting	8		8			24	24				16					80	\$ 15,120		\$ 15,120	
3.11	Procurement Considerations	2		4			8										14	\$ 3,110		\$ 3,110	
3.12	Schedule Support	2		4			8										14	\$ 3,110		\$ 3,110	
3.13	OPCC for scoped items	2	2	2		4	8		8		12	12				4	54	\$ 9,960		\$ 9,960	
Task 4 Preliminary Engineering Report																		476	\$ 84,910	\$ 2,000	\$ 86,910
4.1.4	Engineering Analyses	4	4	16		16	40		32	24	54	54		24	16		284	\$ 47,800		\$ 47,800	
4.1.5	Environmental				4												4	\$ 920		\$ 920	
4.1.6	Permitting and Approvals		8														8	\$ 2,200		\$ 2,200	
4.2	Address Comments	2		4	2	4	8		8		16	16		4			64	\$ 11,090		\$ 11,090	
4.4	PER Workshop	8		8			8				16	16					56	\$ 10,680	\$ 1,000	\$ 11,680	
4.5	ARWA Presentation	8		8			16		8		16					4	60	\$ 12,220	\$ 1,000	\$ 13,220	
																	0				
		80	62	270	14	116	380	56	332	136	450	322	40	184	32	40					
Grand Total																			\$ 456,930	\$ 7,000	\$ 463,930

January 8, 2024

Mr. Ryan Sowa, P.E.
Project Manager
Kimley-Horn
10101 Reunion Place, Suite 400
San Antonio, TX 78216

**RE: Subconsultant Scope of Work for Alliance Regional Water Authority
Carrizo System Expansion – Preliminary Engineering Services**

Dear Mr. Sowa,

Plus Six Engineering, LLC (PSE) is pleased to partner with Kimley-Horn in the Alliance Regional Water Authority (ARWA) Carrizo System Expansion Project (Project). We understand that the project includes the design of expansions to ARWA infrastructure to facilitate water delivery system growth. The current task is to provide preliminary engineering services for the Water Treatment Plant Expansion. PSE will provide constructability analysis and develop the preliminary cost projection for the project. The below scope of work defines specific tasks to be provided by PSE.

Scope of Work

Task 1 – Constructability Analysis

OBJECTIVE – Provide constructability analysis of project objectives, preliminary engineering analysis and reports. Report on the overall constructability of the proposed project facilities.

- 1.1 Kick-off meeting near San Marcos, Texas.
- 1.2 Review of existing facility Record Drawings.
- 1.3 Site visit to the Water Treatment Plant to observe construction constraints.
- 1.4 Review of preliminary engineering analysis and reports developed by Kimley-Horn for construction challenges.
- 1.5 Draft Constructability Review Technical Memorandum.
- 1.6 Preliminary Engineering status meetings (via MS Teams). Assume 3 total meetings.
- 1.7 Preliminary Engineering review meeting with ARWA (in person in San Marcos and via MS Teams).

Task 2 – Preliminary Cost Projection

OBJECTIVE – Develop initial engineering estimate of construction cost for the Project. This estimate is intended to be aligned with the AACE Class 4 or Class 5 estimate classification system based on level of design completion.

- 2.1 Review preliminary drawings and reports to develop cost basis quantities (quantity take off).

- 2.2 Contact possible equipment and materials vendors to obtain budgetary cost information.
- 2.3 Evaluate cost based on completed cost of similar projects.
- 2.4 Draft cost estimate, review with Kimley-Horn, update based on feedback.

Schedule

Schedule for services will start upon Notice to Proceed and is anticipated to follow Kimley-Horn detailed progress schedule. The preliminary engineering evaluation is anticipated to have a 4 month duration.

Cost

Plus Six Engineering requests a budget of \$47,638 for these services. A detailed Level of Effort and assumptions is included as *Attachment A*.

We look forward to working with your team on this exciting project. Please feel free to call with any questions – 512-632-5837

Regards,



Ron Mick, P.E.
Senior Project Manager
Plus Six Engineering, LLC

ARWA WTP Expansion Preliminary Engineering PlusSix		Matt Gaughan, Project Principal	Ron Mick, P.E. Project Manager	Benzie Lane Construction Lead	Asha Hockett, P.E. Project Engineer	Total Hours	Labor Cost	Expenses
		2024 Rate (Preliminary Engineering Phase)						
Hourly Rate		\$ 219.89	\$ 210.91	\$ 143.98	\$ 162.24	#	\$	\$
Basic Services - Total Hours		10	82	66	108	266		
Percent of Total Hours		4%	31%	25%	41%	100%		
Task No	Description							
Task 1 Constructability Analysis								
1.1	Kick off meeting		3		3	6	\$ -	\$ 360
1.2	Review record drawings	1	8	16	16	41	\$ 6,807	\$ -
1.3	Site Visit		8	12	12	32	\$ 5,362	\$ 690
1.4	Review PER and drawings		24	32	32	88	\$ 14,861	\$ -
1.5	Constructability Review TM	2	8		8	18	\$ 3,425	\$ -
1.6	Status Meetings/Calls	1	3		3	7	\$ 1,339	\$ -
1.7	PER Review meeting with ARWA (in person and teams)		4		2	6	\$ 1,168	\$ 70
Sub Total - Task 1		4	58	60	76	198	\$ 34,082	\$ 1,120
Task 2 - Preliminary Cost Projection								
2.1	Quantity take off		8	4	16		\$ 4,859	\$ -
2.2	Vendor contacts		8		8		\$ 2,985	\$ -
2.3	Review cost of similar projects	4	4		4		\$ 2,372	\$ -
2.4	Cost Estimate draft, review, and updates	2	4	2	4	12	\$ 2,220	\$ -
Sub Total - Task 2		6	24	6	32	12	\$ 12,437	\$ -
Sum of Total cost		10	82	66	108	210	\$ 46,518	\$ 1,120
Proposed Total							\$	47,638

**Alliance Regional Water Authority - RFQ 2023-002 Carrizo System
Expansion Design RFQ**

Submittal Information		
ID Number:	1	2
Company Name:	AECOM	Kimley-Horn
Primary Contact:	John Buser	Ryan Sowa
Location:	Austin, TX	San Antonio, TX
	512-454-4797	210-541-8699
Statement of Qualifications		
Team & Quals (out of 120)	104	111
Project Approach (out of 75)	59	69
Past Performance (out of 90)	76	78
HUB Participation (out of 15)	15	14
TOTAL SCORE	254	272
(RANK)	2	1

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.9** Update and possible direction to Staff regarding the Authority’s Abridged Application to the Texas Water Development Board for funding from the State Water Implementation Fund of Texas in 2024. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Texas Water Development Board (TWDB) opened the 2024 SWIFT Abridged Applications in early December with the deadline for submission set for February 1, 2024. Staff has begun preparing the application and anticipates submitting it the week of January 29th, prior to the deadline.

Below are the preliminary numbers that are being used for the application, broken out by primary component. The costs utilized come from the final numbers in the 2023 BAN issuance and the preliminary cost estimates developed during the Carrizo System expansion discussion that were presented to the Board in 2023.

The funding request may easily be reduced in the future as the application process continues through the year without any penalty. Staff will coordinate a meeting with each Sponsor to determine if each desires to participate in the expansion projects.

Component of Application	Projected Cost
2023 BAN Principle & Interest	\$48,000,000
WTP Expansion	\$24,100,000
Raw Water Expansion	\$53,700,000
Maxwell BPS Expansion	\$12,200,000
Application Total	\$ 138,000,000
Sponsor	Share of Total
San Marcos	\$ 49,486,800
Kyle	\$ 38,874,600
Buda	\$ 7,010,400
CRWA	\$ 42,628,200
<i>Crystal Clear SUD</i>	<i>\$ 23,556,684</i>
<i>Green Valley SUD</i>	<i>\$ 14,670,367</i>
<i>County Line SUD</i>	<i>\$ 4,401,191</i>

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

The Authority anticipates requesting the Low Interest Loan option for the financing, the subsidies in 2023 are as follows:

- 25% subsidy on 20 year loans
- 18% subsidy on 21-25 year loans
- 14% subsidy on 26-30 year loans

Board Decision(s) Needed:

- Possible direction to Staff.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- I.10** Consider adoption of Resolution 2024-01-24-006 making Appointments of Directors to the Authority's Technical Committee. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

With a few recent appointments to the Board of Directors, the Board needs to review appointments to the Technical Committee. Below are the current appointments:

- Blake Neffendorf
- Tim Samford
- Paul Kite
- Regina Franke
- Humberto Ramos
- Vacancy (previously a Kyle appointment)
- Mayor Urbanovsky (Non-Voting Member)

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

Attachment(s)

- Resolution 2024-01-24-006

Board Decision(s) Needed:

- Adoption of Resolution 2024-01-24-006 making appointments to the Technical Committee.



ALLIANCE WATER

RESOLUTION NO. 20240124-006

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

RECITALS:

1. The Alliance Regional Water Authority (the "Authority") Board of Directors (the "Authority Board") created and made appointments to the Technical Committee through the adoption of Resolution 20180328-004 in March 2018.
2. The Authority Board wishes to affirm some appointments and make a new appointment to the Technical Committee.

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

SECTION 1. The Authority Board appoints Blake Neffendorf, Tim Samford, _____, Paul Kite, Regina Franke and Humberto Ramos as voting members to the Technical Committee.

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

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

ADOPTED: January 24, 2024

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Schmeits
Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Background/Information

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, January 24, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

L. ADJOURNMENT
