

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, March 27, 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, March 27, 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, March 27, 2024, at the County Line Special Utility District Offices, 8870 Camino Real, Kyle, Texas. The presiding officer of the meeting will be physically present at the location noted above. Some directors may participate remotely through videoconference. The public may observe this meeting in person or by using the following videoconference link and/or calling the number and code provided:

[ZOOM MEETING LINK](#)

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

Meeting ID: 840 9071 4155

Passcode: 013708

Members of the public wishing to make public comment during the meeting must (1) be present at the public meeting location or (2) join by videoconference and register by emailing info@alliancewater.org prior to 1:00 p.m. on March 27, 2024. Public comment is not allowed by call-in. This meeting will be recorded and the audio recording will be available on the Authority's website after the meeting. A copy of the agenda packet will be available on the Authority's website at the time of the meeting. Additional information can be obtained by calling Graham Moore at (512) 294-3214.

A. CALL TO ORDER

B. ROLL CALL

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

D. CONSENT AGENDA

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

D.1 Consider approval of minutes of the Regular Meeting held February 28, 2024.
~ *Graham Moore, P.E., Executive Director*

D.2 Consider approval of the financial report for the period ending February 2024.
~ *Graham Moore, P.E., Executive Director*

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E. PUBLIC HEARINGS / PRESENTATIONS

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

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

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

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

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

H.2 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

H.3 Consider adoption of Resolution 2024-03-27-001 authorizing an indemnification agreement with the Plum Creek Conservation District (PCCD) to satisfy PCCD's (A) easement policy and (B) project agreement with the Natural Resource Conservation Service of the U.S. Department of Agriculture. ~ *Graham Moore, P.E., Executive Director*

H.4 Consider adoption of Resolution 2024-03-27-002 approving Work Order #8 with HVJ South Central Texas – M&J, Inc. for material testing on the Phase 1B Segment C Pipeline Project. ~ *Graham Moore, P.E., Executive Director*

H.5 Update and possible direction to Staff on Phase 1C/1D Expansion. ~ *Graham Moore, P.E., Executive Director*

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H.6 Consider adoption of Resolution 2024-03-27-003 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 1C/1D 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. ~ *Graham Moore, P.E., Executive Director*

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

J. EXECUTIVE SESSION

J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) 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*

K. ADJOURNMENT

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

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Alliance Regional Water Authority Board of Directors

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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	
Nick Sherman (CRWA - Green Valley SUD Board Director)	April 2026	
Paul Kite (San Marcos – Asst. Director of Public Services)	April 2025	

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

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

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D.1 Consider approval of minutes of the Regular Meeting held February 28, 2024. ~
Graham Moore, P.E., Executive Director

Attachment(s)

- 2024 02 28 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



ALLIANCE WATER

Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, February 28, 2024

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, February 28, 2024 at San Marcos Activity Center, 501 E. Hopkins Street, San Marcos, TX.

A. CALL TO ORDER.

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

B. ROLL CALL.

- **Present: Hughson, Samford, Neffendorf, Gleason, Ramos, Betz, Naiser and Kite with Schmeits, Hjorth and Langley joining in Item I.2 and Langley sworn in in Item C.1.**
- **Absent: Franke.**

C. SEATING OF NEWLY APPOINTED DIRECTOR

C.1 Oath of Office and sweating in of Director.

- **Nick Sherman took the oath of office for Canyon Regional Water Authority – Green Valley SUD.**

D. PUBLIC COMMENT PERIOD

- **None.**

E. CONSENT AGENDA

- E.1 Consider approval of minutes of the Regular Meeting held January 24, 2024.
- E.2 Consider approval of the financial report for the period ending January 2024.

- **Motion to approve the consent agenda as presented was made by Ms. Hughson, seconded by Mr. Samford and approved on a 8-0-1 vote with Mr. Sherman abstaining.**

F. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- G.1 Report on Technical Committee activities.
- G.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities.
- **Mr. Sherman asked about the need for the change order that was approved by the Technical Committee at their February meeting.**
 - **Mr. Moore responded that the original design did not include any heat tracing materials, so the change order adds it for the exposed piping and controls at the booster pump station and delivery points.**
 - **No Action.**

H. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No action.**

I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- I.1 Consider adoption of Resolution 2024-02-28-001 accepting and approving the Audit Report for the 2022-2023 Financial Audit of the Authority.
- **Kim Roach with Armstrong, Vaughan and Associates presented the unmodified, clean audit for the Authority's FY 2022-2023 Financial Audit.**
 - **Motion to adopt Resolution 2024-02-28-001 accepting the Authority's 2022-2023 Financial Audit as presented was made by Ms. Hughson, seconded by Mr. Neffendorf and approved on a 9-0 vote.**
- I.2 Update and possible direction to Staff regarding construction of the Authority's Phase 1B program.
- **Toby Flinn with Pape-Dawson provided the Phase 1B Construction Update.**
 - **Mr. Moore provided an update on the schedule for the Water Treatment Plant now showing substantial completion of July 1, 2024.**
 - **Mr. Ramos asked if liquidated damages are still be considered.**
 - **Mr. Moore responded that they are, that a schedule adjustment is being considered and then liquidated damages may be assessed. The**

Board will ultimately decide whether or not to release the liquidated damages.

- **Mr. Ramos asked if there is any equipment that is not on site.**
- **Mr. Moore responded that all equipment has been delivered.**
- **Mr. Samford asked if the contractor would have staff available to debug during startup.**
- **Mr. Moore stated that the contractor is required to fully participate during start-up to help iron out any issues that arise.**
- **Mr. Kite asked about the disinfection process.**
- **Mr. Moore responded that bac-Ts will be taken on all lines and must pass prior to putting any of the pipelines in service.**
- **No Action.**

I.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.**
- **Mr. Neffendorf inquired when we expect the North Inline EST to bid.**
- **Mr. Sowa responded that should be in late Summer.**
- **No Action.**

I.4 Consider adoption of Resolution 2024-02-28-002 awarding a construction contract to McKee Utility Contractors, LLC for the Phase 1B Segment C Pipeline Project, contingent upon approval of the award by the Texas Water Development Board.

- **Mr. Moore presented the results of the negotiations with McKee Utility Contractors including a reduction in time and price.**
- **Motion to adopt Resolution 2024-02-28-002 awarding the Phase 1B Segment C construction project to McKee Utility Contractors, LLC as presented was made by Mr. Ramos, seconded by Mr. Hjorth and approved on a 12-0 vote.**

I.5 Consider adoption of Resolution 2024-02-28-003 approving Work Order #6 with BGE, Inc. for Construction Administration Services on the Authority's Phase 1B Segment C Pipeline Project, as recommended by the Technical Committee.

- **Mr. Moore presented the work order.**
- **Mr. Sherman asked if the supplemental amount included in the work order is within the budgeted amount.**
- **Mr. Moore responded that the base amount plus the supplemental is within the total budget amount.**
- **Motion to adopt Resolution 2024-02-28-003 approving Work Order #6 with BGE for the Segment C construction administration services as presented was made by Mr. Ramos, seconded by Mr. Hjorth and approved on a 12-0 vote.**

- I.6 Consider adoption of Resolution 2024-02-28-004 approving Work Order #9 with Kimley-Horn & Associates, Inc. for Owner's Representative Services for March 2024 through February 2025 for the Authority's Phase 1B Program, as recommended by the Technical Committee.
- **Mr. Moore presented the work order with Kimley-Horn for March 2024 through February 2025 for Owner's Representative services.**
 - **Motion to adopt Resolution 2024-02-28-004 approving Work Order #9 with Kimley-Horn & Associates for Owner's Representative services was made by Mr. Neffendorf, seconded by Mr. Kite and approved on a 12-0 vote.**
- I.7 Update and possible direction to Staff regarding the Authority's 2024 SWIFT Application.
- **Mr. Moore provided an update on the application process.**
 - **Mr. Langley asked about the total amount of interest savings earned so far by utilizing SWIFT.**
 - **Mr. Moore responded that he will gather that information.**
 - **No Action.**
- I.8 Consider adoption of Resolution 2024-02-28-005 making Appointments of Directors to the Authority's Technical Committee.
- **Motion to adopt Resolution 2024-02-28-005 appointing Mr. Marcus Naiser from San Marcos to replace Ms. Regina Franke from Canyon Regional Water Authority as a voting member of the Committee was made by Mr. Naiser, seconded by Mr. Neffendorf and approved on a 12-0 vote.**
- J. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **No discussion.**
- K.1 The Board of Directors recessed into Executive Session at 4:21 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege and Section 551.072 to discuss water supply project partnership options. The Board of Directors reconvened from Executive Session at 4:58 p.m.
- K.2 Action from Executive Session on the following matters:
- A. Water supply partnership options
 - B. Groundwater leases
 - C. Acquisition of real property for water supply project purposes.
- **Staff directed to proceed as discussed in Executive Session.**

L. ADJOURNMENT

- Meeting was adjourned at 4:58 p.m. based on the motion by Mr. Ramos, seconded by Ms. Hughson on a 12-0 vote.

APPROVED: _____, 2024

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
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D.2 Consider approval of the financial report for the period ending February 2024. ~
Graham Moore, P.E., Executive Director

Attachment(s)

- February 2024 Financial Report

Board Decision(s) Needed:

- Approval of minutes.



ALLIANCE WATER

Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
February 29, 2024**

Alliance Regional Water Authority Balance Sheet As of February 29, 2024

	Feb 29, 24
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-818,330.43
1010 · Broadway Savings (4415)	733,812.58
Total 1004 · Broadway Bank	-84,517.85
1015 · TexStar	
1015-01 · TexStar (3310)	21,124,957.57
1015-02 · TexStar (0300)	1,221.15
Total 1015 · TexStar	21,126,178.72
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	782,468.34
1052 · Kyle Debt Service (2787)	540,097.78
1055 · San Marcos Debt Service (6390)	1,397,616.02
1056 · Buda Debt Service (6391)	216,544.41
Total 1050 · Broadway Bank (Reserved)	2,936,726.55
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	357,597.86
1106 · BOKF, Escrow, Kyle Series 2015B	236,870.86
1111 · BOKF, Escrow, CRWA Series 2019A	1,900,212.00
1112 · BOKF, Escrow, Kyle Series 2019B	1,732,890.72
1113 · BOKF, Escrow, SM Series 2019C	2,206,082.64
1114 · BOKF, Escrow, Buda Series 2019D	312,204.66
1115 · BOKF, Escrow, CRWA Series 2020A	7,343,365.14
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,907,421.10
1117 · BOKF, Escrow, Kyle Series 2020B	6,696,129.87
1118 · BOKF, Escrow, Kyle 2020B-LM68	8,117,471.75
1119 · BOKF, Escrow, SM Series 2020C	8,561,102.28
1120 · BOKF, Escrow, SM 2020C-LM69	10,337,635.00
1121 · BOKF, Escrow, BUDA Series 2020D	1,108,263.29
1122 · BOKF, Escrow, Buda 2020D-LM70	1,456,982.12
1123 · BOKF, Escrow, CRWA Series 2022A	15,396,846.83
1124 · BOKF, Escrow, Kyle Series 2022B	14,031,900.87
1125 · BOKF, Escrow, SM 2022C	17,902,411.26
1126 · BOKF, Escrow, Buda Series 2022D	2,496,909.65
Total 1100 · Escrow Accounts	109,102,297.90
Total Checking/Savings	133,080,685.32
Accounts Receivable	
1201 · Accounts Receivable, GBRA	-3,182,469.53
Total Accounts Receivable	-3,182,469.53
Total Current Assets	129,898,215.79
Fixed Assets	
1405 · Engineering & Construction Cost	2,406,324.92
1420 · Projects in Progress (Cash)	
1420-12 · Building Demo	11,167.50
1420-01 · Legal Support	68,353.77
1420-02 · Hydrogeologic Support	230,243.02
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)	485,110.46

Interest Rate:
5.30%

Interest Rate:
5.06%

Alliance Regional Water Authority

Balance Sheet

03/24/24

As of February 29, 2024

Accrual Basis

	Feb 29, 24
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	8,433.75
Total 1430 · Projects in Progress Eng (Cash)	895,663.14
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	409,463.13
1440-04 · Phase 1A Const Observation	1,464,454.56
1440-05 · Phase 1A-Construction Trailer	83,492.53
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	4,907,873.47
1440-08 · Phase 1A Segment B Construction	3,757,344.92
1440-15 · Land Acquisition Phase 1B	43,285,461.69
1440-16 · Phase 1B-Owners Rep	13,310,789.34
1440-17 · Phase 1B Environmental	3,911,943.02
1440-18 · Phase 1B Segment A Design	3,211,080.30
1440-19 · Phase 1B Segment B Design	2,977,071.16
1440-20 · Phase 1B Segment C Design	3,970,895.59
1440-21 · Phase 1B Segment D Design	3,152,054.53
1440-22 · Phase 1B Segment E Design	2,581,340.40
1440-23 · Phase 1B Land Attorney	5,217,274.24
1440-24 · Phase 1B Hydrogeology	540,941.00
1440-25 · Phase 1B WTP Design	5,901,912.67
1440-26 · Raw Water Infr.	1,701,243.58
1440-27 · Phase 1B Program Survey	3,533,651.66
1440-28 · Phase 1B BPS Design	3,199,043.84
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	570,572.39
1440-31 · Construction Mgmt & Inspection	12,559,801.38
1440-32 · Phase 1B Construction ARWA Only	3,841,392.95
1440-33 · SCADA Programming	629,795.07
1440-34 · Materials Testing	1,869,659.45
1440-35 · Shared Construction	215,459,096.20
Total 1440 · Projects in Prog Eng. (Finance)	347,064,729.19
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	352,483,406.96

Alliance Regional Water Authority

Balance Sheet

As of February 29, 2024

	Feb 29, 24
Other Assets	
1900 · Deferred Outflow	62,396.02
Total Other Assets	62,396.02
TOTAL ASSETS	482,444,018.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	9,869,576.70
Total Accounts Payable	9,869,576.70
Credit Cards	
2006 · Chase Bank VISA Card	12,372.43
Total Credit Cards	12,372.43
Other Current Liabilities	
2100 · Payroll Liabilities	-896.64
2102 · 401(a) Liability	8,852.39
2103 · Net Pension Liability	12,448.00
2104 · Pension Deferred Inflows	1,768.00
2106 · Accrued Vacation	31,975.42
2300 · Accrued Costs	330,643.18
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	2,263.29
2352 · Accrued Int Payable, Kyle 2015B	3,421.52
2353 · Accrued Int Payable, CRWA 2017A	9,363.60
2354 · Accrued Int Payable, Kyle 2017B	8,540.96
2355 · Accrued Int Payable, SM 2017C	6,611.52
2356 · Accrued Int Payable, Buda 2017D	938.58
2357 · Accrued Int Payable, CRWA 2019A	21,838.65
2358 · Accrued Int Payable, Kyle 2019B	19,927.52
2359 · Accrued Int Payable, SM 2019C	15,581.00
2360 · Accrued Int Payable, Buda 2019D	2,209.13
2361 · Accrued Int Payable, CRWA 2020A	25,622.02
2362 · Accrued Int Payable, Kyle 2020B	23,364.25
2363 · Accrued Int Payable, SM 2020C	16,192.35
2364 · Accrued Int Payable, Buda 2020D	2,293.17
2365 · Accrued Int Payable, CRWA 2022A	23,310.94
2366 · Accrued Int Payable, Kyle 2022B	21,253.75
2367 · Accrued Int Payable, SM 2022C	21,709.56
2368 · Accrued Int Payable, Buda 2022D	3,076.56
Total 2350 · Accrued Interest Payable	227,518.37
2499 · BAN Series 2023	46,000,000.00
Total Other Current Liabilities	46,612,308.72
Total Current Liabilities	56,494,257.85
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

03/24/24

As of February 29, 2024

Accrual Basis

	<u>Feb 29, 24</u>
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
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Total Long Term Liabilities	269,600,000.00
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Total Liabilities	326,094,257.85
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Equity	
2925 · Net Investment in Capital Asset	144,793,659.54
2950 · Retained Earnings	2,059,160.09
Net Income	9,496,941.29
	<hr/>
Total Equity	156,349,760.92
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>482,444,018.77</u>

Alliance Regional Water Authority
Profit Loss / Budget vs. Actual
For the One Month and Five Months Ended February 29, 2024

	February 2024	October 2023 February 2024	Annual Budget	Over/Under Budget	% of Annual Budget
Ordinary Income/Expense					
Income					
4010 - Project Contribution					
4011 - City of San Marcos	1,996,983.25	1,996,983.25	8,424,265.24	-6,427,281.99	23.71%
4012 - City of Kyle	0.00	1,352,154.00	5,593,354.67	-4,241,200.67	24.17%
4013 - City of Buda	0.00	262,666.38	1,163,980.04	-881,313.66	24.28%
4014 - Canyon Regional Water Authority	0.00	1,495,270.02	6,255,160.83	-4,759,890.81	23.91%
4015 - GBRA	0.00	5,951,497.24	0.00	5,951,497.24	100.0%
Total 4010 - Project Contribution	1,996,983.25	11,078,570.89	21,436,760.78	-10,358,189.89	51.68%
4200 - Shared Water					
4210 - Shared Water, City of Buda	19,753.36	79,330.15	0.00	79,330.15	100.0%
4211 - Shared Water, County Line SUD	28,329.78	131,868.63	0.00	131,868.63	100.0%
Total 4200 - Shared Water	48,083.14	211,198.78	0.00	211,198.78	100.0%
4250 - Non Potable Water Sales	3,199.10	12,719.08	0.00	12,719.08	100.0%
4300 - Broadway Interest Income					
4311 - City of San Marcos	1,884.15	14,812.76	6,000.00	8,812.76	246.88%
4312 - City of Kyle	2,611.37	12,592.96	9,250.00	3,342.96	136.14%
4313 - City of Buda	533.78	2,354.03	1,050.00	1,304.03	224.19%
4314 - Canyon Regional Water Authority	3,074.50	19,118.47	10,250.00	8,868.47	186.52%
Total 4300 - Broadway Interest Income	8,103.80	48,878.22	26,550.00	22,328.22	184.1%
4350 - Escrow Accounts Income					
4351 - BOKF, CRWA Series 2015A	1,529.47	7,510.31	0.00	0.00	100.0%
4352 - BOKF, Kyle Series 2015B	1,013.11	4,974.80	0.00	4,974.80	100.0%
4357 - BOKF, CRWA Series 2019A	8,127.12	39,908.19	0.00	39,908.19	100.0%
4358 - BOKF, Kyle Series 2019B	7,411.49	36,394.11	0.00	36,394.11	100.0%
4359 - BOKF, SM Series 2019C	9,435.31	46,332.08	0.00	46,332.08	100.0%
4360 - BOKF, Buda Series 2019D	1,335.28	6,556.92	0.00	6,556.92	100.0%
4361 - BOKF, CRWA Series 2020A	31,408.15	212,190.61	0.00	212,190.61	100.0%
4362 - BOKF, CRWA Series 2020A-LM67	38,097.74	187,075.09	0.00	187,075.09	100.0%
4363 - BOKF, Kyle Series 2020B	28,639.87	193,487.51	0.00	193,487.51	100.0%
4364 - BOKF, Kyle Series 2020B-LM68	34,719.06	170,484.45	0.00	170,484.45	100.0%
4365 - BOKF, SM Series 2020C	36,616.50	247,213.62	0.00	247,213.62	100.0%
4366 - BOKF, SM Series 2020C-LM69	44,214.87	217,112.66	0.00	217,112.66	100.0%
4367 - BOKF, Buda Series 2020D	4,740.13	33,192.42	0.00	33,192.42	100.0%
4368 - BOKF, Buda Series 2020D-LM70	6,231.62	30,599.76	0.00	30,599.76	100.0%
4369 - BOKF, CRWA Series 2022A	65,853.51	323,367.04	0.00	323,367.04	100.0%
4370 - BOKF, Kyle Series 2022B	60,015.53	294,700.23	0.00	294,700.23	100.0%
4371 - BOKF, SM Series 2022C	76,570.00	375,989.32	0.00	375,989.32	100.0%
4372 - BOKF, Buda Series 2022D	10,679.47	52,440.50	0.00	52,440.50	100.0%
Total 4350 - Escrow Accounts Income	466,638.23	2,479,529.62	0.00	2,472,019.31	100.0%
4370 - TexStar Interest Income					
4371 - City of San Marcos	39,958.81	144,315.79	120,000.00	24,315.79	120.26%
4372 - City of Kyle	31,389.84	113,367.96	85,000.00	28,367.96	133.37%
4373 - City of Buda	5,660.64	20,444.06	14,000.00	6,444.06	146.03%
4374 - Canyon Regional Water Authority	34,420.73	124,314.42	100,000.00	24,314.42	124.31%
Total 4370 - TexStar Interest Income	111,430.02	402,442.23	319,000.00	83,442.23	126.16%
4901 - Miscellaneous Income	0.00	0.00	30,000.00	-30,000.00	0.0%
Total Income	2,634,437.54	14,233,338.82	21,812,310.78	-7,586,482.27	65.25%
Expenses					
6000 - Groundwater Reservation Costs					
6000 - Groundwater Reservation Costs	77,447.01	460,952.36	2,905,883.67	-2,444,931.31	15.86%
6010 - Shared Water Costs					
6015 - Shared Water, City of Kyle	4,693.37	18,799.05	0.00	18,799.05	100.0%
6020 - Shared Water, City of San Marcos	22,845.36	163,307.48	0.00	163,307.48	100.0%
Total 6010 - Shared Water Costs	27,538.73	182,106.53	0.00	182,106.53	100.0%
6200 - Plant Operations & Maintenance					
6201 - O&M, General	220,649.18	889,915.11	928,466.61	-38,551.50	95.85%
6240 - O&M, Buda BPS	1,593.84	4,320.29	5,000.00	-679.71	86.41%
Total 6200 - Plant Operations & Maintenance	222,243.02	894,235.40	933,466.61	-39,221.21	95.8%
7125 - Auditing fees	0.00	0.00	13,000.00	-13,000.00	0.0%
7210 - Bank Fees	342.46	1,540.76	4,000.00	-2,459.24	38.52%
7220 - Escrow and Paying Agent Fees	3,150.50	3,150.50	0.00	3,150.50	100.0%
7240 - Bond Issue Costs					
7240-16 - Bond Issue Costs - CRWA 2022A	0.00	-418.75	0.00	-418.75	100.0%
7240-16 - Bond Issue Costs - Kyle 2022B	0.00	-966.25	0.00	-966.25	100.0%
7240-17 - Bond Issue Costs - SM 2022C	0.00	-500.00	0.00	-500.00	100.0%
7240-18 - Bond Issue Costs - Buda 2022D	0.00	-236.25	0.00	-236.25	100.0%
7249 - Bond Issue Costs - Series 2023	0.00	548,505.00	0.00	548,505.00	100.0%
Total 7240 - Bond Issue Costs	0.00	546,383.75	0.00	546,383.75	100.0%
7250 - Interest Expense					
7250-51 - Interest Expense - CRWA 2015A	4,315.34	22,421.66	54,319.00	-31,897.34	41.28%
7250-52 - Interest Expense - Kyle 2015B	6,718.75	34,090.91	82,116.50	-48,025.59	41.52%
7250-53 - Interest Expense - CRWA 2017A	18,450.49	93,359.29	224,726.50	-131,367.21	41.54%
7250-54 - Interest Expense - Kyle 2017B	16,830.78	85,158.46	204,983.00	-119,824.54	41.54%
7250-55 - Interest Expense - SM 2017C	12,755.93	65,648.09	158,676.50	-93,028.41	41.37%
7250-56 - Interest Expense - Buda 2017D	1,809.86	9,318.50	22,526.00	-13,207.50	41.37%
7250-57 - Interest Expense - CRWA 2019A	43,010.35	217,719.55	524,127.50	-306,407.95	41.54%
7250-58 - Interest Expense - Kyle 2019B	39,245.55	198,665.71	478,260.50	-279,594.79	41.54%

Alliance Regional Water Authority
Profit Loss / Budget vs. Actual
For the One Month and Five Months Ended February 29, 2024

	February 2024	October 2023 February 2024	Annual Budget	Over/Under Budget	% of Annual Budget
7250-59 · Interest Expense - SM 2019C	30,067.24	154,715.24	373,944.00	-219,228.76	41.37%
7250-60 · Interest Expense - Buda 2019D	4,262.34	21,935.38	53,019.00	-31,083.62	41.37%
7250-61 · Interest Expense - CRWA 2020A	51,086.81	256,062.97	614,928.50	-358,865.53	41.64%
7250-62 · Interest Expense - Kyle 2020B	46,587.58	233,501.58	560,751.00	-327,249.42	41.64%
7250-63 · Interest Expense - SM 2020C	32,129.25	161,668.05	388,616.50	-226,948.45	41.6%
7250-64 · Interest Expense - Buda 2020D	4,550.14	22,895.50	54,447.00	-31,551.50	42.05%
7250-65 · Interest Expense - CRWA 2022A	40,988.37	227,475.89	559,462.50	-331,986.61	40.66%
7250-66 · Interest Expense - Kyle 2022B	37,194.06	207,224.06	510,090.00	-302,865.94	40.63%
7250-67 · Interest Expense - SM 2022C	38,176.12	211,852.60	521,039.00	-309,186.40	40.66%
7250-68 · Interest Expense - Buda 2022D	5,409.65	30,022.13	73,837.50	-43,815.37	40.66%
Total 7250 · Interest Expense	433,588.61	2,253,735.57	5,459,870.50	-3,206,134.93	41.28%
7325 · Dues	0.00	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	2,191.00	24,999.39	125,000.00	-100,000.61	20.0%
7410 · Newspaper Public Notices	0.00	912.65	750.00	162.65	121.69%
7425 · Contract Services-Lobbyist	5,000.00	25,000.00	45,000.00	-20,000.00	55.56%
7430 · Agency Mgmt Public Relations	14,295.82	22,869.86	75,000.00	-52,130.14	30.49%
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	541.49	6,699.15	15,000.00	-8,300.85	44.66%
7600 · Telephone, Telecommunications	0.00	378.93	1,500.00	-1,121.07	25.26%
7700 · Travel, Conferences & Meetings	139.80	1,255.24	5,000.00	-3,744.76	25.11%
7900 · Admin Operations - Other	0.00	0.00	2,000.00	-2,000.00	0.0%
7800 · Employee Expenses					
7810 · Salaries and wages	46,089.48	163,269.42	397,993.00	-234,723.58	41.02%
7820 · Auto Allowance	1,453.86	5,330.82	12,600.00	-7,269.18	42.31%
7821 · Phone Allowance	311.55	1,142.35	2,700.00	-1,557.65	42.31%
7830 · Payroll taxes	3,609.41	10,564.99	27,441.00	-16,876.01	38.5%
7840 · Employee Insurance	3,470.56	16,723.62	39,895.00	-23,171.38	41.92%
7850 · Retirement	5,618.18	16,894.67	48,561.00	-31,666.33	34.79%
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	0.00	-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	60,553.04	213,550.87	535,690.00	-322,139.13	39.87%
Total Expenses	847,031.48	4,736,397.53	10,241,760.78	-6,052,897.50	46.25%
Net Ordinary Income	1,787,406.06	9,496,941.29	11,570,550.00	-1,533,584.77	82.08%
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	1,787,406.06	9,496,941.29	790,550.00	996,856.06	1,201.31%

Alliance Regional Water Authority
Chase VISA Credit Card Transactions
February 2024

Type	Date	Name	Split	Amount	Balance
2006 · Chase Bank VISA Card					5,757.70
Credit Card Charge	01/21/2024	Yearli.Com	7500 · Supplies	410.76	6,168.46
Credit Card Charge	01/23/2024	Office Depot	7500 · Supplies	165.18	6,333.64
Credit Card Charge	01/25/2024	Lockhart Post Register	7410 · Newspaper Public Notices	544.65	6,878.29
Credit Card Charge	01/26/2024	Squarespace Inc	7500 · Supplies	30.91	6,909.20
Credit Card Charge	01/26/2024	Fedex	7500 · Supplies	30.96	6,940.16
Credit Card Charge	01/26/2024	USPS	7500 · Supplies	50.00	6,990.16
Credit Card Charge	01/26/2024	Adobo Acropro	7500 · Supplies	23.99	7,014.15
Credit Card Charge	01/30/2024	Verizon	7500 · Supplies	1,609.22	8,623.37
Credit Card Charge	02/01/2024	Stamps Com	7500 · Supplies	20.19	8,643.56
Credit Card Charge	02/01/2024	Fedex	7500 · Supplies	30.96	8,674.52
Credit Card Charge	02/01/2024	54th Street	7700 · Travel, Conferences & Meetings	57.77	8,732.29
Credit Card Charge	02/01/2024	Google GSuite	7500 · Supplies	12.79	8,745.08
Credit Card Charge	02/01/2024	Google GSuite	7500 · Supplies	24.52	8,769.60
Credit Card Charge	02/02/2024	Pedernales Electric	6240 · O&M, Buda BPS	768.84	9,538.44
Credit Card Charge	02/02/2024	Paymentus Corp	1440-20 · Phase 1B Segment C Design	2.50	9,540.94
Credit Card Charge	02/02/2024	LCRA Environmental	1440-20 · Phase 1B Segment C Design	500.00	10,040.94
Credit Card Charge	02/02/2024	Guadalupe Valley Electric Coop	6201 · O&M, General	1,135.80	11,176.74
Credit Card Charge	02/06/2024	Brooklyn' Down	7700 · Travel, Conferences & Meetings	53.47	11,230.21
Credit Card Charge	02/08/2024	Fluid Meter Service	6240 · O&M, Buda BPS	825.00	12,055.21
Credit Card Charge	02/09/2024	City of San Marcos.	1440-20 · Phase 1B Segment C Design	2,015.00	14,070.21
Credit Card Charge	02/10/2024	Rackspace	7500 · Supplies	311.39	14,381.60
Credit Card Charge	02/13/2024	Mr. Taco	7700 · Travel, Conferences & Meetings	28.56	14,410.16
Credit Card Charge	02/13/2024	Willscot Mobile Mini	1440-05 · Phase 1A-Construction Trailer	651.70	15,061.86
Check	02/14/2024	Chase	1005 · Broadway Checking (8040)	-5,757.70	9,304.16
Credit Card Charge	02/16/2024	Adobo Acropro	7500 · Supplies	21.64	9,325.80
Credit Card Charge	02/16/2024	Guadalupe Valley Electric Coop	6201 · O&M, General	1,102.59	10,428.39
Credit Card Charge	02/16/2024	Bluebonnet Electric Cooperative, Inc.	6201 · O&M, General	1,824.04	12,252.43
Credit Card Charge	02/16/2024	Rackspace	7500 · Supplies	116.75	12,369.18
Credit Card Charge	02/19/2024	Yearli.Com	7500 · Supplies	3.25	12,372.43
Total 2006 · Chase Bank VISA Card				6,614.73	12,372.43
TOTAL				6,614.73	12,372.43

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Background/Information

The following items were discussed by the Committee at its 3/13 meeting:

- Received a construction update on the Phase 1B projects (Item H.1).
- Approved a change order with MWH Constructors for temporary storage as part of construction for the CRWA #3 Delivery Pont to Crystal Clear SUD associated with the Maxwell Booster Pump Station and Delivery Points in a total amount of \$245,924.63.
- Received an update on the Phase 1B program (Item H.2).
- Received an update on the Authority's 2024 SWIFT Application.
- Received an update on area water meetings (Item F.2).

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Gonzales County Underground Water Conservation District (GCUWCD)

The GCUWCD met on March 12th – they approved the permit amendment from CRWA requesting an additional 950 acre-feet per year of water from their current wells. They are also scheduling meeting(s) to discuss rules updates for the District – staff will participate in this rule-making effort.

Plum Creek Conservation District (PCCD)

The PCCD met on March 19th. Item H.3 on this agenda is an agreement that is required with the PCCD in order to gain approval to cross the PCCD easements.

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, March 27, 2024 at 3:00 P.M.
 County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

EXECUTIVE DIRECTOR

Texas Water Conference

- Graham Moore will be at the Texas Water Conference in Ft. Worth from Tuesday, April 9th through Friday, April 12th. He will continue to be checking e-mails and responding to calls.

Update on Delivery Schedule and Volumes

In an effort to clarify the anticipated amount of water to be delivered to each Sponsor and the projected date of delivery, the Executive Director is providing the table below. This will be updated every month with any anticipated changes in the scheduled delivery dates.

Sponsor	Phase 1B Water (ac-ft/yr)	Location of Delivery	Anticipated Date of Delivery for Phase 1B*	Notes
San Marcos (DP #1)	2,462	San Marcos Regional WTP	July 1, 2024	
San Marcos (DP #2)		Blanco Vista EST	October 31, 2025	
Kyle (DP #1)	1,934	FM 1626 Pump Station	February 28, 2025	
Kyle (DP #2)		Waterstone Development	February 28, 2025	
Buda (DP #1)	349	Old Black Colony Rd	February 28, 2025	
County Line (DP #1)	219	High Road Tank	February 28, 2025	
Crystal Clear (DP #1)	1,172	Windmill Tank	July 1, 2024	
Crystal Clear (DP #2)		Offerman Hill Rd	July 1, 2024	
Crystal Clear (DP #3)	500	Caldwell County MUD #1	July 1, 2024	
Green Valley (DP #1)	730	CRWA Lake Dunlap WTP	July 1, 2024	

* Indicates date water is available in the pipeline segment serving the delivery point.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.1** 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.

ARWA Staff continues to work with CRWA on various considerations for changing the delivery location for the water to the Lake Dunlap Water Treatment Plant. ARWA engineers visited the site earlier this month and is working on a memorandum summarizing the options for delivery and pros and cons of the options. This will be discussed with CRWA Staff to determine possible ways forward. Once the preferred option is selected, then additional coordination with ARWA Technical Committee and/or Board will likely be required.

Attachment(s)

- Phase 1B Construction Update – March 22, 2024

Board Decision(s) Needed:

- None.



PHASE 1B CONSTRUCTION UPDATE

March 22, 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	\$1,060,585.00	\$55,410,260.00	\$47,949,445.22	\$7,460,814.78	86.54%
BPS	\$19,759,331.00	\$484,295.69	\$20,243,626.69	\$17,100,420.74	\$3,143,205.95	84.47%
Seg A	\$49,471,384.71	\$445,138.59	\$49,916,523.30	\$47,892,754.16	\$2,023,769.14	95.95%
Seg B	\$37,629,104.42	\$4,590,094.45	\$42,219,198.87	\$41,029,346.22	\$1,189,852.65	97.18%
Seg C	\$64,945,001.00	\$0.00	\$64,945,001.00	\$0.00	\$64,945,001.00	0.00%
Seg D	\$46,663,969.35	\$352,768.78	\$47,016,738.13	\$43,697,734.87	\$3,319,003.26	92.94%
Seg E	\$27,277,770.46	\$206,444.26	\$27,484,214.72	\$15,043,595.58	\$12,440,619.14	54.74%
EST	\$4,573,000.00	\$7,545.00	\$4,580,545.00	\$3,837,815.00	\$742,730.00	83.79%

PROGRAM SCHEDULE DURATIONS

Current Date

	2021					2022					2023					2024													
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov
WTP/RWI																													
BPS																													
Seg A																													
Seg B																													
Seg C																													
Seg D																													
Seg E																													
EST																													

Contract Dates						Program Sub Completion Status
Project	Notice to Proceed	Contract Sub Completion	Contract Final Completion	Expected Sub-Completion	Expected Final	
WTP/RWI	7/16/2021	9/3/2023	11/1/2023	5/3/2024	5/3/2024	Delayed
BPS	10/25/2021	3/18/2023	3/17/2024	2/23/2024	5/16/2024	Delayed
Seg A	11/16/2021	10/12/2023	12/11/2023	2/8/2024	3/1/2024	Delayed
Seg B	2/15/2022	9/21/2023	12/5/2023	2/21/2024	4/21/2024	Delayed
Seg C	4/15/2024	10/27/2024	12/26/2025	10/27/2024	12/26/2025	On Time
Seg D	9/19/2022	4/12/2024	6/11/2024	4/1/2024	5/21/2024	On Time
Seg E	1/25/2023	5/24/2024	7/23/2024	6/20/2024	8/19/2024	On Time
EST	3/28/2023	5/21/2024	6/20/2024	5/21/2024	6/20/2024	On Time

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

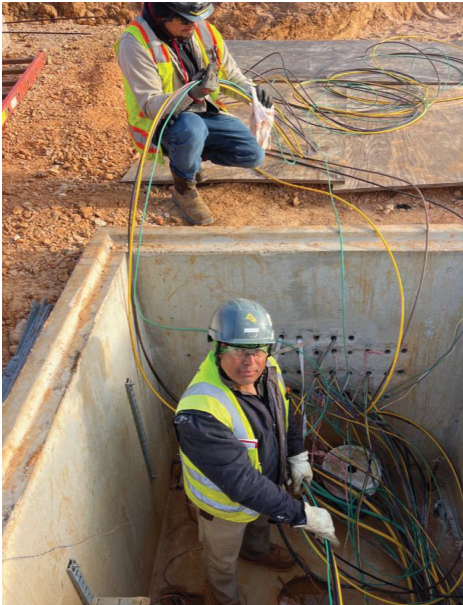
Construction Status

- Continued the installation of the concrete paving at the WTP site.
- Continued the installation of the subgrade for the HMAC paving.
- Continued placing sidewalks around the Filter Complex building.
- Continued placing light pole bases.
- Continued HVAC installation at the Filter Complex.
- Continued installation of the chemical feed piping at the Filter Complex.
- Continued installation of the chemical carrier piping.
- Continued installation of electrical duct banks.
- Continued installation of site grounding
- Continued mandrel testing of conduits.
- Continued the installation of conduits in the Filter Complex and HSPS.
- Continued wiring installation and terminations at Filter Complex, HSPS, and Rapid Mix locations
- Completed lobe pump piping installation.
- Began the placement of the well site low-water crossings.

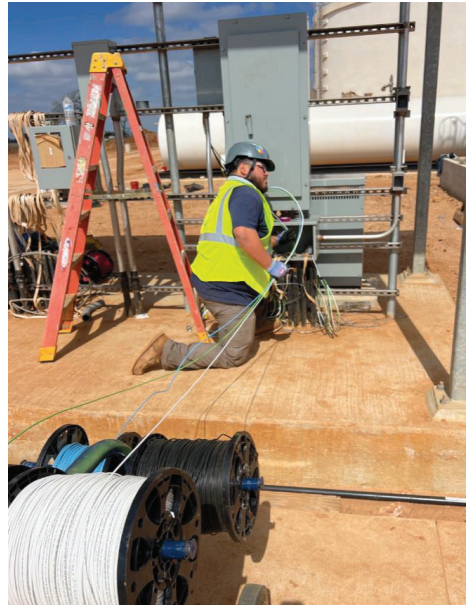


WTP - Drive 2 Setting Ribbon Curb Forms

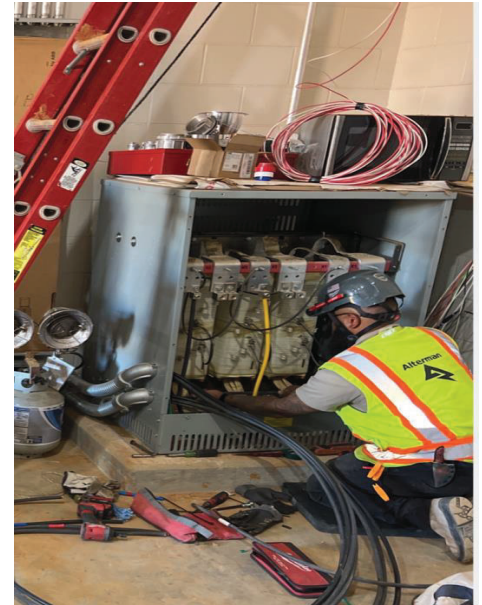
WTP/RWI - Progress Photos



WTP – Pulling Wire from Filter Complex to Lime System



WTP – Lime System Pulling Wire at Control Station



WTP – Terminating Wires in Transformers at Filter Complex

5

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

Next Month - Projected Construction Activities

- Continue the installation of the concrete paving at the WTP site.
- Continue the installation of the subgrade for the HMAC paving.
- Complete the placement of the well site low-water crossings.
- Continue placing sidewalks around the Filter Complex building.
- Continue HVAC installation at the Filter Complex.
- Continue door hardware installation at the Filter Complex.
- Begin the install of drywall in the administration area.
- Continue installation of the chemical feed piping at the Filter Complex.
- Continue installation of the chemical carrier piping.
- Begin the install of the plant water piping at the Lime System.
- Continue installation of electrical duct banks.
- Continue mandrel testing of conduits.
- Continue installation of site grounding
- Continue wiring installation and terminations at Filter Complex, HSPS, and Rapid Mix locations.
- Continue the installation of conduits in the Filter Complex and HSPS.



WTP – Grading Sides of Wolf Run Road

Booster Pump Station (MWH / Freese and Nichols)

Construction Status

- Completed Pump Slab backfill.
- Prepared subgrade for driveway.
- Formed and placed rebar for driveway.
- Completed Coating at BPS.
- CRWA #1 placed ductbank.
- Alterman continued pulling wire at electrical building and generator.
- Repaired grounding at BPS.
- Performed pump performance tests and valve start up.



BPS – Segment C Testing

Booster Pump Station (MWH / Freese and Nichols)

Next Month - Projected Construction Activities

- Continue entrance install.
- Continue working at CRWA delivery points.
- Install site security.
- Start up and test generator.
- Place concrete at driveway.
- Continue site grading.

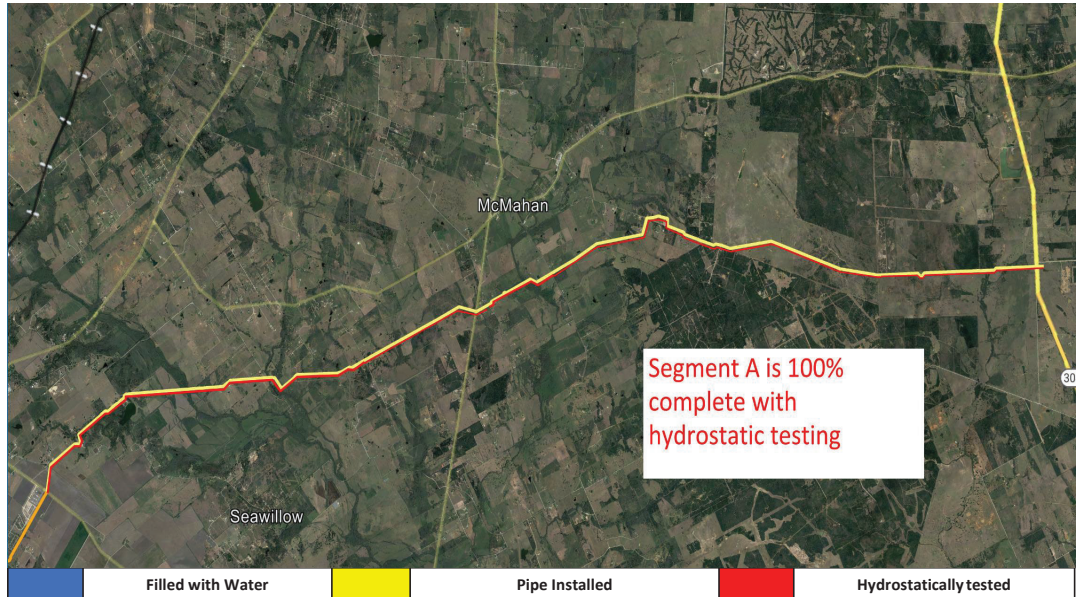


BPS – Rebar for Road Paving between PS Slab & Electrical Building

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	100%
Hydrostatic Testing	100%



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 of excess native material, final grading of topsoil, and final build out of all appurtenances.
- J7 services will continue installing permanent gates and permanent entrances.
- J7 services will continue final creek restorations.
- Conduct bi-weekly meeting
- Continue blowing in fiber through conduit on Segment B1.

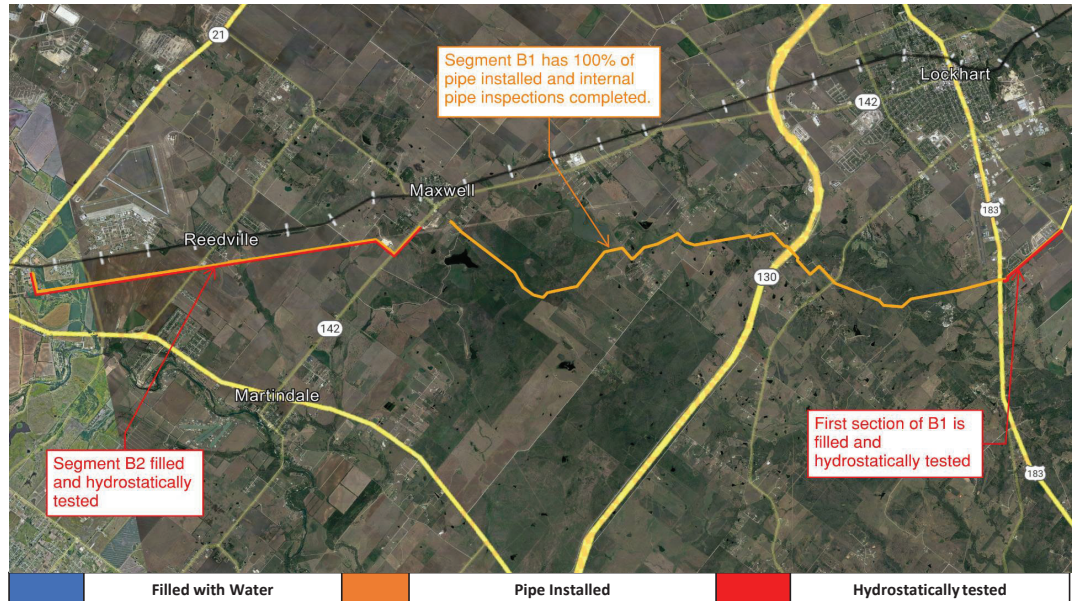


Seg A - Garney Places Concrete for Splash Pads

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	39%
Hydrostatic Testing B	39%
Filling of Segment D	0%
Hydrostatic Testing D	0%
Filling of Segment D-C	0%
Hydrostatic Testing D-C	0%



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.
 - Installing D-C segment of pipeline.
 - Conduct bi-weekly meeting.
 - Continue filling Segment B1.

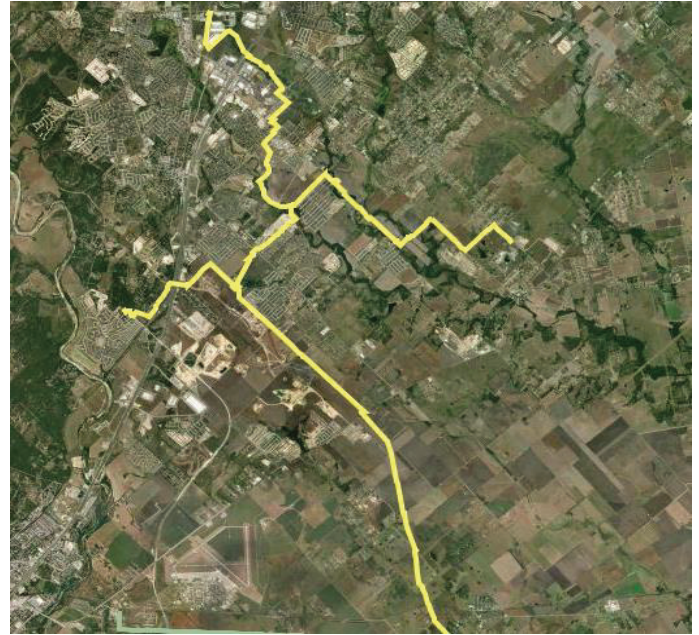


Segment B – Hydrostatic Testing Line B1

Segment C (McKee Utility Contractors / BGE, Inc.)

Current Activities

- Contract Information
 - Notice of Award: 2/28/24
 - Notice to Proceed: 4/15/2024
 - Substantial Completion
 - Lines 1, 3 and 4: 315 calendar days
 - Substantial Completion
 - Line 2: 560 calendar days
 - Final Completion
 - 620 calendar days
- SharePoint training
- Processing submittals



13

Segment D (SJ Louis / Freese & Nichols)

Construction Status

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

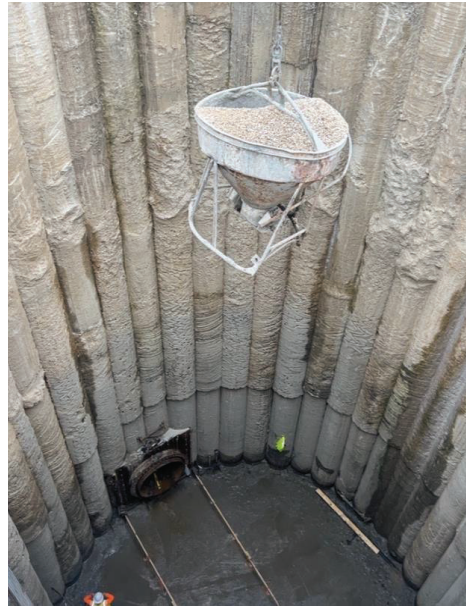


Activity	Status
ROW Cleared	100%
Pipe Delivered	100%
Tunnels Completed	100%
Pipe Installed	99%
Major Crossing (San Marcos River Crossing)	100%

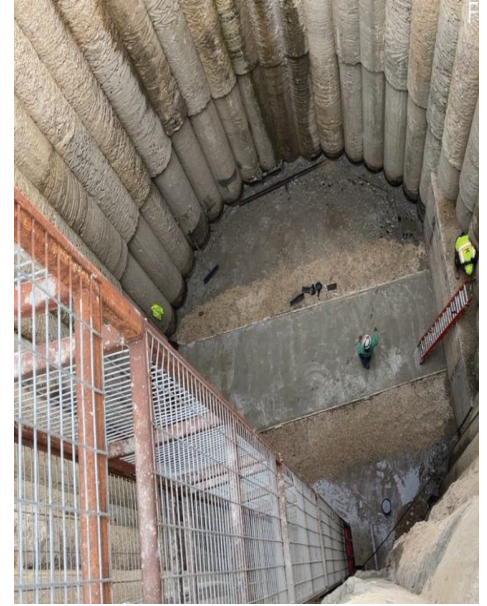
Segment D – Progress Photos



Seg D – Prepping Shaft to Push Carrier Pipe



Seg D – Installing Gravel at Bottom of Launch Shaft



Seg D – Prepping Launch Shaft to Push Carrier Pipe

15

Segment D (SJ Louis / Freese & Nichols)

Next Month - Projected Construction Activities

- Conduct bi-weekly progress meeting.
- Continue cleaning and grouting the interior of pipe for final CMI inspections.
- Continue CMI inspections inside of pipeline from SH 142 to San Marcos River.
- Major Crossings
 - Finish pushing carrier pipe in tunnel casing under the San Marcos River.



Seg D – Morrison Creek Bridge Cleanup

16

Segment E (Garney / Walker Partners)

Construction Status

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

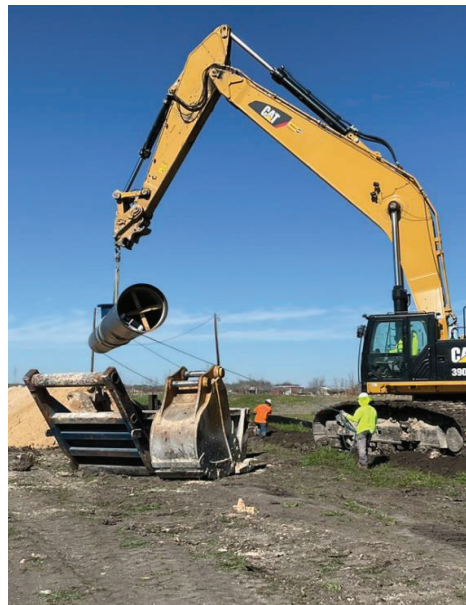


Activity	Status
ROW Cleared	100%
Pipe Delivered	85%
Tunnels Completed	100% (10 of 10)
Pipe Installed	58%
Major Crossing (Lake Dunlap)	Reaming Passes Complete, Pull Back Scheduled for 3/7/24

Segment E – Progress Photos



Seg E – Backfilling Pipe



Seg E – Moving Pipe into Position to Lower



Seg E – HDD Safety Meeting

Segment E (Garney / Walker Partners)

Next Month - Projected Activities

- Processing documentation in SharePoint.
- Conduct bi-weekly progress meeting.
- Continue pipe installations on E1 with two crews laying pipe south towards the NBU delivery point.
- Tunnels
 - 10 of 10 Auger Bore (100% Completed)
 - 4 of 10 Open Cut Casing (40% Completed)
- Major Crossings
 - Finish swabbing the HDD.
 - Perform HDD pullback on 3/7/24



Seg E – HDD Pipe Lift

19

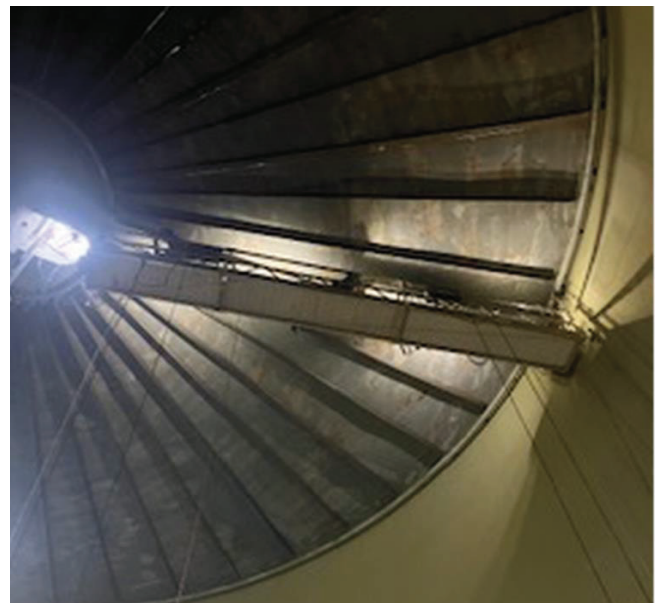
Elevated Storage Tanks Landmark / Plummer

Construction Activities

- Landmark finished welding the tank this period to include the roof and floor.
- Installed the 24" pipe and started backfilling.
- Mobilized the painting crew and started sandblasting the tank to facilitate painting.
- Landmark Submitted Fencing Submittals for Motor Controller and Fencing Materials.
- Landmark welding crew demobilized from site.

Next Month - Projected Activities

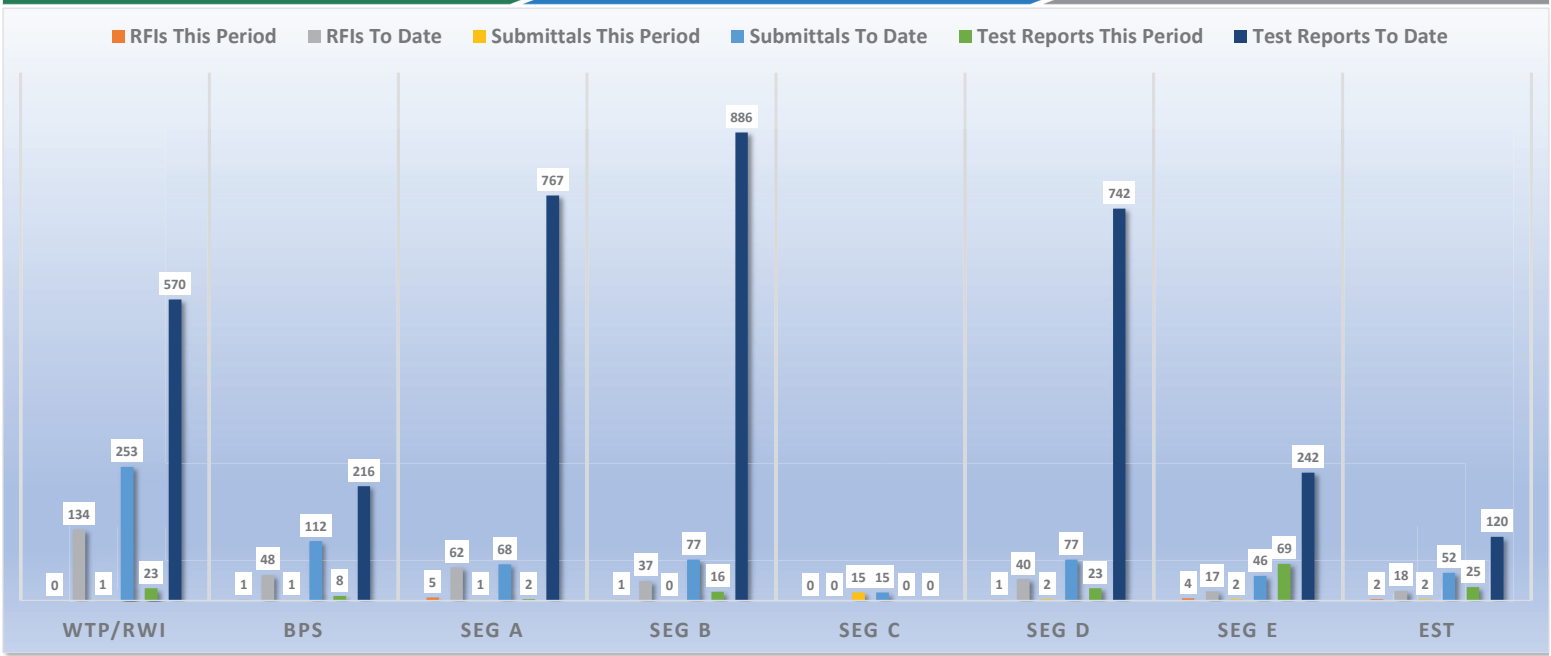
- Electricians will be installing conduits that run through the floor slab.
- The 24" pipe will be pressure tested
- Start floor slab pour once electricians are done with conduit installation.
- Paint crew to complete the Aerial painting and coating of the tank.



EST – Underside of Roof Tank

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PROGRAM OVERSIGHT RECAP



QUESTIONS?

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

H.2 Update and discussion regarding the status of the Authority’s Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

Background/Information

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

Attachment(s)

- Phase 1B Program Update – March 27, 2024
- Kimley-Horn Monthly Summary of Activities for February 2024

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
March 27, 2024



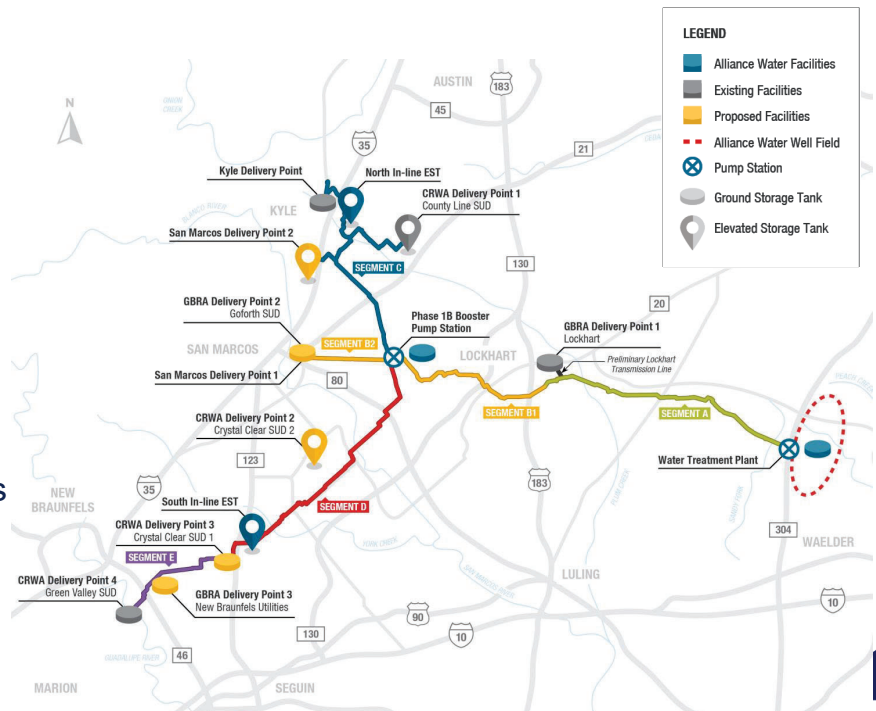
ALLIANCE WATER

Kimley»Horn
Expect More. Experience Better.

PRESENTED BY

Ongoing Progress

- ▶ North Inline Elevated Tank
 - Final Design Moving Forward
- ▶ TWDB Reviews
 - Staffing Changes
 - South Inline EST
 - Plans and Specs – Approved
 - Construction – Release of Funds Request – Awaiting Approval
 - Segment C
 - EFR – Awaiting Final Approval
 - Plans and Specs – Pending Submittal of Final Documents



Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	STATUS						
		(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	Final Settlement Outstanding
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	14
C	76	3	5	8	2	10	66	31
E	36	0	0	0	0	0	36	11
Well Field	16	0	4	4	0	4	12	4
Total	274					14	260	78



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	\$ 30,500,000	\$ (900,000)
Const.	Booster Pump Station & GBRA Meter Stations	\$ 14,000,000	\$ 13,700,000	\$ (300,000)
Const.	Inline EST (South)	\$ 4,500,000	\$ 4,400,000	\$ (100,000)
Const.	Pipeline Segment A	\$ 31,000,000	\$ 30,500,000	\$ (500,000)
Const.	Pipeline Segment B	\$ 38,000,000	\$ 39,700,000	\$ 1,700,000
Const.	Pipeline Segment D	\$ 49,200,000	\$ 48,500,000	\$ (700,000)
Const.	Pipeline Segment E	\$ 17,800,000	\$ 17,300,000	\$ (500,000)
	Subtotal	\$185,900,000	\$184,600,000	\$ (1,300,000)
	ARWA-Only Infrastructure			
Closed	Well Drilling	\$ 3,300,000	\$ 3,300,000	\$ 0
Const.	Raw Water Infrastructure	\$ 11,400,000	\$ 10,800,000	\$ (600,000)
Const.	ARWA Booster Pump Station & Delivery Points	\$ 5,200,000	\$ 5,200,000	\$ 0
60	Inline EST (North)	\$ 7,200,000	\$ 7,400,000	\$ 200,000
Const.	Pipeline Segment C	\$101,800,000	\$103,700,000	\$ 1,900,000
Const.	Pipeline Segment E (ARWA-Only)	\$ 15,300,000	\$ 15,100,000	\$ (200,000)
No Design	Administration and Operations Building	\$ 4,200,000	\$ 4,200,000	\$ 0
	Subtotal	\$148,400,000	\$148,400,000	\$ 1,300,000
	Total	\$334,300,000	\$334,300,000	\$ 0

*Previous budget updated as of December 2023



Questions?

ALLIANCE REGIONAL WATER AUTHORITY
 ATTN: GRAHAM MOORE
 1040 HIGHWAY 123
 SAN MARCOS, TX 78666

Please send payments to:
 KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 951640
 DALLAS, TX 75395-1640

Federal Tax Id: 56-0885615

Invoice No: 068706606-0224
 Invoice Date: Feb 29, 2024
 Invoice Amount: \$ 217,163.52
 Project No: 068706606
 Project Name: ARWA PROGRAM YEAR 6
 Project Manager: SOWA, RYAN

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

Invoice Duration: 02/1/2024 - 02/29/2024

COST PLUS MAX

KHA Ref # 068706606.3-27479690

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	5,455.00	800.00	800.00	0.00
STAKEHOLDER COORDINATION	160,793.00	108,192.37	93,134.87	15,057.50
BUDGETING	91,252.00	75,283.50	38,545.00	36,738.50
SCHEDULE	32,002.00	21,824.00	20,674.50	1,149.50
REPORTING	36,930.00	32,152.50	30,992.50	1,160.00
DATA MANAGEMENT	71,102.00	28,296.98	28,136.98	160.00
ENVIRONMENTAL MANAGEMENT	31,866.00	28,626.38	28,626.38	0.00
LAND ACQUISITION MANAGEMENT	294,091.00	327,750.09	303,097.77	24,652.32
TWDB MANAGEMENT	67,256.00	45,692.25	41,189.38	4,502.88
DESIGN STANDARDS	12,036.00	6,497.50	5,627.50	870.00
ENGINEERING DESIGN MANAGEMENT	77,716.00	111,384.00	98,987.00	12,397.00
QUALITY ASSURANCE	3,630.00	735.00	735.00	0.00
ELECTRICAL POWER PLANNING	7,325.00	290.00	290.00	0.00
PERMIT COORDINATION/TRACKING	19,702.00	31,822.00	17,725.75	14,096.25
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	285,132.00	270,658.50	196,026.42	74,632.08
PROJECT ADMINISTRATION	17,888.00	37,762.50	32,158.00	5,604.50
OTHER SERVICES	141,826.00	123,762.67	102,294.67	21,468.00
ENVIRONMENTAL CONSTRUCTION PHASE SERVICES	266,369.00	72,288.01	67,613.01	4,675.00
Subtotal	1,622,371.00	1,323,818.24	1,106,654.71	217,163.52
Total COST PLUS MAX				217,163.52

Total Invoice: \$ 217,163.52

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

March 8, 2024

Project Monthly Summary

February 2024 Tasks Performed:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continued weekly task coordination with Alliance Water.
 - Prepare and present the Technical Committee Meeting Update.
 - Prepared and presented the Project Advisory Committee Meeting Update.
 - Prepared and presented the Board Meeting Update.
 - Prepared for and held Monthly Status Meeting with Alliance Water.

- Task 3 – Budgeting
 - *Prepared and presented the monthly update for the Technical Committee and Board meetings.*
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Task 4 – Schedule
 - Integrated each project schedule into overall Program schedule.

- Task 6 – Data Management
 - Continued tracking the number of easements with final settlement outstanding.
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for easement acquisition process and alignment changes.

- Task 7 – Environmental Management
 - Continued coordination between Program Environmental Consultant and Design Engineers.

- Task 8 – Land Acquisition Management
 - *Continued negotiations with remaining Segment C parcels.*
 - Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition legal team to address questions that arise as part of the field work coordination process.
 - Performed weekly QC of parcel files in SharePoint, provided comments to Land Acquisition legal team.
 - Biweekly coordination meeting with Legal Land Acquisition team to discuss status of easement acquisition proceedings and to provide Program clarification on any questions/requests that have come from landowners.

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

- Reviewed Program Appraiser and Program Survey invoices.
- Continued field work coordination to notify landowners of upcoming field work by consultants as needed.

- Task 9 – Texas Water Development Board Management
 - Coordinated with TWDB staff to track the status of funding release requests as well as plans and specifications under review.
 - Continued coordination with ARWA, GBRA, and TWDB Staff to track all documents currently under review.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continue coordination with Design Consultant for construction phase services.
 - Segment B
 - Continued coordination with Design Consultant for construction phase services.
 - Segment C
 - Continued coordination with Design Consultant for procurement phase services.
 - Continued coordination with Design Consultant regarding ongoing pipeline alignment considerations.
 - Segment D
 - Continue coordination with Design Consultant for construction phase services.
 - Segment E
 - Continue coordination with Design Consultant for construction phase services.
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for construction phase services.
 - Water Treatment Plant:
 - Continued coordination with Design Consultant for construction phase services.
 - Booster Pump Station:
 - Coordinated with Design Consultant for construction phase services.
 - Inline Elevated Storage Tanks:
 - Continued coordination with Design Consultant for construction phase services for the South Inline Elevated Storage Tank.
 - Continued coordination with Design Consultant for final design development for the North Inline Elevated Storage Tank.
 - Other:

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

- Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield, booster pump station).
 - Review invoices, schedules, and risk logs for consultants.
- Task 14 – Permit Coordination/Tracking
 - Continued Permit coordination with Pipeline Consultants.
 - Continued coordination with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - Continued coordination with Caldwell, Guadalupe, and Hays Counties regarding on going permit reviews.
 - Continued General Coordination with GVEC, BBEC, and LCRA.
 - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - *Coordination with Segment C Design Consultant and ARWA for Segment C Procurement.*
 - On-going coordination with WTP, RWI, BPS, Segment A, Segment B, Segment D, Segment E, and South Inline EST Design Consultants during the construction phase.
 - Continued coordination with the Construction Management & Inspection team.
- Task 16 – Other Services
 - *Responded to City of San Marcos comments for the submitted City of San Marcos Watershed Protection Plan for the parcels to be platted near the Booster Pump Station.*
- Task 18 – Environmental Construction Services
 - Attended construction status meetings.
 - Performed migratory bird nesting surveys.

March 2024 Projection:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continue weekly task coordination with Alliance Water.
 - Prepare and present the Technical Committee Meeting Update.
 - Prepare and present Project Advisory Committee Meeting Update.
 - Prepare and present Board Meeting Update.
 - Prepare for and hold Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting

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

- *Support ARWA staff in the continued budget presentation updates to the Technical Committee and Board Meetings.*
- Prepare and present the monthly update for the Technical Committee and Board meetings.
- Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Task 4 – Schedule
 - Integrate each project schedule into overall Program schedule. Develop and distribute schedule update and memorandum.

- Task 6 – Data Management
 - Continue tracking the number of easements with final settlement outstanding.
 - Continue coordination with ARWA and Construction Management & Inspection Team to integrate construction data collected on the new GIS WebMap.
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continue updating of web-based GIS for easement acquisition process and alignment changes.

- Task 7 – Environmental Management
 - Continue coordination between Program Environmental Consultant and Design Engineers.

- Task 8 – Land Acquisition Management
 - *Continue negotiations with remaining Segment C parcels.*
 - Coordinate the appraisal process for Segment C and W parcels.
 - Coordinate with Program Survey Consultant and Design Consultants to address questions that arise as part of the field work coordination process.
 - Perform weekly QC of parcel files in SharePoint, provide comments to Legal Land Acquisition team.
 - Weekly coordination meeting with Legal Land Acquisition to discuss status of easement acquisition proceedings and to provide Program clarification on any questions/requests that have come from landowners.
 - Review Program Appraiser and Program Survey invoices.
 - Continue field work coordination to notify landowners of upcoming field work by consultants as needed.

- Task 9 – Texas Water Development Board Management
 - *Coordinate with Program PM and Design Consultants to prepare additional Funding Release documentation.*
 - Continue coordination with ARWA, GBRA, and TWDB Staff to track all documents currently under review as well as preparation of funding release requests.

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

- Task 10 – Design Standards
 - Review Construction Standards given questions arising from construction activities and coordinate with the Program Design Consultants as needed.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continue coordination with Design Consultant for construction phase services.
 - Segment B
 - Continue coordination with Design Consultant for construction phase services.
 - Segment C
 - *Continue coordination with Design Consultant for construction phase services.*
 - Segment D
 - Continue coordination with Design Consultant for construction phase services.
 - Segment E
 - Continue coordination with Design Consultant for construction phase services.
 - Raw Water Infrastructure:
 - Continue coordination with Design Consultant for construction phase services.
 - Water Treatment Plant:
 - Continue coordination with Design Consultant for construction phase services.
 - Booster Pump Station:
 - Continue coordination with Design Consultant for construction phase services.
 - Inline Elevated Storage Tanks:
 - Continue coordination with Design Consultant for construction phase services for the South Inline Elevated Storage Tank.
 - Continue coordination with Design Consultant for final design development for the North Inline Elevated Storage Tanks.
 - Other:
 - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield, booster pump station).
 - Review invoices, schedules, and risk logs for consultants.

- Task 14 – Permit Coordination/Tracking
 - Continue Permit coordination with Pipeline consultants
 - Coordinate with Hays County concerning the Site Development Permit.
 - General Coordination with TxDOT.

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

- Coordinate with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
- Continue General Coordination with GVEC, BBEC, and LCRA.
- On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - *Coordination with Segment C Design Consultant and ARWA for Segment C Construction Phase Services.*
 - On-going coordination with WTP, RWI, BPS, Segment A, Segment B, Segment D, Segment E, and South Inline Elevated Storage Tank Design Consultants during the construction phase.
 - On-going coordination with the Construction Management & Inspection team.
- Task 16 – Other Services
 - *Receive and address any remaining comments for the City of San Marcos Watershed Protection Plan for the parcels to be platted near the Booster Pump Station.*
- Task 18 – Environmental Construction Services
 - Attend construction status meetings.
 - Perform migratory bird nesting surveys.

Scope Elements Added/Removed:

None at this time.

Outstanding Issues/Concerns:

None at this time.

HUB Participation:

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

27.5% to date of Billing

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Group, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$ 93,880.00	85.2%	\$ 79,970.00	\$ 44,990.00
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$ 5,000.00	0.0%	\$ -	\$ -
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$ 253,970.00	112.0%	\$ 284,500.99	\$ 259,843.43
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$ 4,755.00	0.0%	\$ -	\$ -
Subtotal			\$ 357,605.00	101.9%	\$ 364,470.99	\$ 304,833.43

*Given ownership changes, CP&Y, an STV Company is no longer a HUB Certified.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.3** Consider adoption of Resolution 2024-03-27-001 authorizing an indemnification agreement with the Plum Creek Conservation District (PCCD) to satisfy PCCD's (A) easement policy and (B) project agreement with the Natural Resource Conservation Service of the U.S. Department of Agriculture. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority's Segment C pipeline project crosses three separate Plum Creek Conservation District (PCCD) Project Dam Sites (2, 5 and 7) in Hays County. The PCCD is the local sponsor of the dams and is obligated to comply with requirements imposed by the Natural Resource Conservation Services (NRCS) who funded the original construction of the dams.

The Authority's Segment C pipeline is at least 1,000 feet away from any of the dam structures for the three sites. The Authority has designed the project and committed to return the grade along the construction to the pre-construction grades so as not to disrupt the drainage in the area of the dams.

NRCS reviewed the Authority design plans and determined that the Authority's proposal would be acceptable if certain terms were met, including the Authority's commitment to release and indemnify PCCD from any claims related to ARWA's activities within PCCD's easements and to cover any expenses to repair damages within PCCD's easements caused by ARWA's activities.

The attached agreement was drafted by the Authority's legal counsel, Lloyd Gosselink, to satisfy the PCCD requirements noted above. Staff is requesting the Board to approve the agreements, subject to any minor changes requested by PCCD that do not materially change the terms of the agreement.

Attachment(s)

- Resolution 2024-03-27-001
- Release and Indemnification Agreement between ARWA and PCCD

Board Decision(s) Needed:

- Adoption of Resolution 2024-03-27-001 approving the Release and Indemnification Agreement regarding ARWA's construction and operation of one or more water lines for public water supply within easements owned by the PCCD.



ALLIANCE WATER

RESOLUTION NO. 20240327-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE RELEASE AND INDEMNIFICATION AGREEMENT REGARDING ALLIANCE REGIONAL WATER AUTHORITY'S CONSTRUCTION AND OPERATION OF ONE OR MORE WATER LINES FOR PUBLIC WATER SUPPLY WITHIN EASEMENTS OWNED BY THE PLUM CREEK CONSERVATION DISTRICT AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (ARWA) is developing a public water supply project in Caldwell County and Hays County that includes, among other things, water transmission lines and associated facilities for delivery of water ("Water Lines") to ARWA's sponsors, including Cities of Buda, Kyle, and San Marcos, and Canyon Regional Water Authority, among others.

2. The Plum Creed Conservation District (PCCD) (i) is a Primary Local Sponsor for the Plum Creek Watershed Project authorized pursuant to federal law, P.L. 83-566, (the "Project") and (ii) is obligated to meet certain terms of a Project Agreement between PCCD and the Natural Resource Conservation Service ("NRCS") of the United States Department of Agriculture ("NRCS Project Agreement").

3. ARWA (i) desires to locate certain of its Water Lines within PCCD's easements that are located near or at Project Dam Sites 2, 5 and 7, and (ii) has submitted an Easement Use Application to secure PCCD's consent to do so in accordance with PCCD's Easement Use Policy.

4. PCCD has determined that ARWA's Easement Use Application implicates the NRCS Project Agreement and the Texas Dam Safety Act, and requires NRCS's input.

5. In accordance with the NRCS Project Agreement, PCCD sought and received NRCS's determination whether ARWA's proposed location and operation of its Water Lines within PCCD's easements would be acceptable.

6. NRCS determined that ARWA's proposal would be acceptable if certain terms were met, including ARWA's commitments (i) to release and indemnify PCCD from any claims related to ARWA's activities within PCCD's easements and (ii) to cover any expenses to repair damages within PCCD's easements caused by ARWA's activities.

7. ARWA and PCCD desire to enter this Agreement to satisfy (i) the terms required by NRCS and (ii) PCCD's Easement Use Policy, and in a manner that comports with the Texas Dam Safety Act.

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

SECTION 1. The attached Release and Indemnification Agreement between ARWA and PCCD is hereby approved.

SECTION 2. The Authority's Executive Director, Graham Moore, is authorized to modify non-substantive portions of the Agreement if requested by PCCD upon the approval of the form of the changes by the Authority's Legal Counsel, Mike Gershon.

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

ADOPTED: March 27, 2024.

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Schmeits
Secretary, Board of Directors

**RELEASE AND INDEMNIFICATION AGREEMENT
REGARDING
ALLIANCE REGIONAL WATER AUTHORITY'S
CONSTRUCTION AND OPERATION OF ONE OR MORE WATER LINES
FOR PUBLIC WATER SUPPLY WITHIN EASEMENTS OWNED BY
PLUM CREEK CONSERVATION DISTRICT**

This Release and Indemnification Agreement Regarding Alliance Regional Water Authority's Construction and Operation of One or More Water Lines for Public Water Supply within Easements Owned by Plum Creek Conservation District ("Agreement") is made and entered into by and between the Plum Creek Conservation District ("PCCD"), a Texas conservation and reclamation district organized under Article 16, Section 59 of the Texas Constitution, and Alliance Regional Water Authority ("ARWA"), a Texas conservation and reclamation district organized under Article 16, Section 59 of the Texas Constitution (collectively, the "Parties" and singularly, "Party" depending upon the context).

RECITALS

WHEREAS, ARWA is developing a public water supply project in eastern Caldwell County that includes, among other things, water transmission lines and associated facilities for delivery of water ("Water Lines") to ARWA's sponsors, including Cities of Buda, Kyle, and San Marcos, and Canyon Regional Water Authority, among others;

WHEREAS, PCCD (i) is a Primary Local Sponsor for the Plum Creek Watershed Project authorized pursuant to federal law, P.L. 83-566, (the "Project") and (ii) is obligated to meet certain terms of a Project Agreement between PCCD and the Natural Resource Conservation Service ("NRCS") of the United States Department of Agriculture ("NRCS Project Agreement");

WHEREAS, ARWA (i) desires to locate certain of its Water Lines within PCCD's easements that are located near or at Project Dam Sites 2, 5 and 7, and (ii) has submitted an Easement Use Application to secure PCCD's consent to do so in accordance with PCCD's Easement Use Policy;

WHEREAS, PCCD has determined that ARWA's Easement Use Application implicates the NRCS Project Agreement and the Texas Dam Safety Act, and requires NRCS's input;

WHEREAS, in accordance with the NRCS Project Agreement, PCCD sought and received NRCS's determination whether ARWA's proposed location and operation of its Water Lines within PCCD's easements would be acceptable;

WHEREAS, NRCS determined that ARWA's proposal would be acceptable if certain terms were met, including ARWA's commitments (i) to release and indemnify PCCD from any claims related to ARWA's activities within PCCD's easements and (ii) to cover any expenses to repair damages within PCCD's easements caused by ARWA's activities;

WHEREAS, ARWA and PCCD desire to enter this Agreement to satisfy (i) the terms required by NRCS and (ii) PCCD's Easement Use Policy, and in a manner that comports with the Texas Dam Safety Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, ARWA and PCCD agree as follows:

1. **Recitals.** The recitals are true and correct and incorporated as commitments of the Parties in this Agreement.
2. **Disclosures and Commitments of PCCD.**
 - a. PCCD is not the legal owner of the Project Dams 2, 5, and 7, or the fee simple owner of the property at and within the vicinity of these Project dam sites, but holds easements allowing these dams to be constructed, operated, maintained, and altered on PCCD's easements. PCCD has certain responsibilities for Project dam repairs and upgrades under the Texas Dam Safety Act and the implementing regulations of the Texas Commission on Environmental Quality ("TCEQ"). Pursuant to the NRCS Project Agreement, PCCD is charged with, among other things, operation and maintenance of these Project dams for a period of years.
 - b. PCCD's Easement Use Policy, which is attached hereto as Attachment A, contemplates that third parties to the NRCS Project Agreement, such as ARWA, may seek to conduct activities within PCCD's easements that could be acceptable if approved in accordance with the Easement Use Policy. Separate from this Agreement, PCCD has undertaken the application, review, and approval steps required by the Easement Use Policy, including its requisite coordination with NRCS. PCCD commits that the requirements imposed upon ARWA in this Agreement reflect PCCD's coordination with NRCS, and are all of the restrictions to be imposed except for the separate and independent agreements that will be memorialized through PCCD's process of approving ARWA's Easement Use Application.
 - c. PCCD commits that it is approving ARWA's Easement Use Application

contemporaneously with its approval of this Agreement.

3. Disclosures and Commitments of ARWA.

- a. ARWA's Water Lines relevant to this Agreement are described in detail the Easement Use Application on file with PCCD and generally at Attachment B hereto. ARWA shall not deviate from the engineering design, and construction and maintenance plans submitted in its Easement Use Application and approved by PCCD, unless PCCD approves a modification, which approval shall not be unreasonably withheld.
- b. In exchange for PCCD's approval of ARWA's Easement Use Application, ARWA will release, indemnify and hold harmless PCCD from any and all claims that arise from any damage attributed to ARWA's activities within PCCD's easements that cause damage to be done to the dams in the vicinity or to the easement areas that impair the ability of the dams to function as intended and designed. Further, the risk and cost of adverse consequences including damage or total loss of the Project improvements as a result of the use of PCCD's easements shall be borne by ARWA if ARWA's activities are the sole proximate cause of the damages or total loss. If ARWA is partially responsible for the damages or loss of the Project improvements, then ARWA will be proportionately responsible for the risk and costs associated with the damage to Project improvements in the manner prescribed for the determination of Proportionate Responsibility under Texas Civil Practice and Remedies Code section 33.001, *et seq.* (the "Proportionate Responsibility Statute"). The Proportionate Responsibility Statute shall cover all events described in this Agreement regardless whether such events are described in the Proportionate Responsibility Statute. Further, in assigning proportionate responsibility under this Section, section 33.001 of the Proportionate Responsibility Statute shall not be controlling on the parties. In determining proportionate responsibility, any relevant factors (including defenses) under the Proportionate Responsibility Statute may be raised, and any duties or responsibilities that either ARWA or the PCCD has under this Agreement may be raised.
- c. ARWA shall provide PCCD with full and unrestricted access to ARWA's job site where an ARWA Water Line is being installed or repaired within a PCCD easement. If notice is not provided prior to any such visit or inspection, such visit or inspection must be announced immediately upon the arrival of the visiting and/or inspection party at the Facilities. In connection with such visits and inspections, ARWA agrees on behalf of itself, and further agrees to require its agents, licensees, or invitees, to comply with all reasonable safety rules and regulations adopted by the PCCD and/or promulgated by any governmental

authority that regulates workplace safety. ARWA shall not allow its employees, agents, licensees, or invitees to operate or manipulate in any fashion any controls or equipment within the Facility without express written consent of an authorized representative of PCCD.

- d. ARWA shall provide PCCD (i) at least 72 hours' advance notice by telephone and email of commencement of construction and installation of any of its Water Lines within any of PCCD's easements and (ii) a monthly status report of the construction and installation until completed. Subsequent to completion of construction and installation of a Water Line, ARWA shall provide PCCD immediate notice by telephone and email if ARWA needs to enter a PCCD easement if repair or maintenance of a Water Line may be required. Ordinary operation and maintenance of ARWA's Water Line(s) within PCCD's easement(s) does not require notice to PCCD, although ARWA will provide PCCD with a written biannual operation-and-management report.
 - e. ARWA shall provide PCCD immediate notice by telephone and email if an emergency arises that requires entering a PCCD easement to investigate an ARWA Water Line. Emergencies include situations in which there is a risk of: (i) a Water Line's noncompliance with applicable law; (ii) failure of a Water Line to operate; (iii) circumstances affecting the safety of persons or property caused by damage or malfunctioning of a Water Line; (iv) adverse impact of extreme weather conditions and other natural or man-made disasters affecting a Water Line; and (v) the occurrence of an event of Force Majeure affecting a Water Line. ARWA shall provide PCCD with ARWA's plan to address the emergency in writing by email and follow-up telephone call as promptly as possible.
4. **Notice of Litigation.** In the event that either Party receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Water Lines, a PCCD easements within which a Water Line is located, and/or this Agreement, the Party shall give the other Party prompt notice of such proceedings and shall inform the other Party in advance of all legal proceedings regarding such action, claim, suit, proceeding, or investigation.
5. **Term.** This Agreement shall remain in full force and effect to the end of ARWA's fiscal year end following the tenth (10th) anniversary of the Effective Date. Thereafter, this Agreement shall be automatically renewed for successive five (5) year periods.
6. **Relationship of the Parties.** Nothing in this Agreement will be construed or deemed

to constitute a partnership, joint venture, employee, employer or representative relationship between the Parties. Nothing in this Agreement will be deemed to authorize or empower either Party to act as agent for the other Party or to bind the other Party.

7. **Construction.** In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the Parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; and (vi) each attachment to this Agreement is a part of this Agreement.
8. **Entire Agreement; Amendments; Assignment.** This Agreement contains the entire agreement between ARWA and the PCCD and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by both Parties. Neither Party shall assign any commitment under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Waiver and Severability.** No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees unless set forth in a writing signed by the waiving Party. If any provision of this Agreement is deemed by a court to be unenforceable or invalid, that provision shall be struck or modified and the remainder of this Agreement shall remain in full force and effect.
10. **Force Majeure.** If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving written notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall promptly undertake reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance under this Agreement whenever such causes are removed. "Force Majeure" shall mean, to the extent that any of the following is beyond the reasonable control of the affected Party and the impacts could not have been reasonably avoided or mitigated by such Party: acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; acts of terrorism; orders or actions of any kind of court or government of the United States of America or the State of Texas and its political subdivisions, or any civil or military authority; insurrection; riots; epidemics; pandemics; tornados; hailstorms; lightning; earthquakes;

fires; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions; breakage or accident to machinery, pipelines, dams, canals, or other structures or infrastructure, partial or entire failure of water supply including but not limited to delivery or treatment processes or other type of pollution (accidental or intentional), act of terrorism, or any event or cause that could not be reasonably anticipated by and is beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

- 11. Governing Law, Venue, and Alleged Breach.** The Agreement shall be governed by and construed in accordance with the laws of the State with venue in Caldwell County. In the event of any alleged breach of this Agreement, the Party claiming breach shall give the other Party 30 (thirty) calendar days' written notice, after which, if the alleged breach has not been cured, the Party claiming breach may pursue any and all legal and equitable remedies in court; provided, however, if the Party alleged to be in breach proposes a reasonable cure that cannot be completed within 30 calendar days, the Parties will coordinate to set a reasonable deadline for cure.
- 12. Notices.** All notices required by this Agreement shall be in writing and deemed given when the notice is hand delivered; sent with confirmation of receipt by Fedex, United Parcel Service, or similar shipping service; or mailed by certified mail, return receipt requested. A courtesy copy of the notice must be sent by email. The Parties commit to day-to-day operational communications informally by telephone and/or email. Each Party's contact information is as follows:

Plum Creek Conservation District
Attention: General Manager
1101 W. San Antonio Street
Lockhart, Texas 78644
Email: info@pccd.org
(512) 398-2383 phone

Alliance Regional Water Authority
Attention: General Manager
630 E. Hopkins Street
San Marcos, Texas 78666
Email: gmoore@alliancewater.org
(512) 294-3214 phone

On or shortly after the Effective Date, ARWA and the PCCD shall each designate and identify by email the name and telephone number of an authorized representative (each an "Authorized Representative") as each Party's primary contact. Either Party may change this contact information or the name of the Authorized Representative with written notice.

- 13. Modification of Agreement.** No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the Party to be charged therewith or its duly Authorized Representative, provided, however, that any change in or

ATTACHMENT A
PCCD'S EASEMENT USE POLICY

ATTACHMENT B

DESCRIPTION OF WATER LINES AND ASSOCIATED FACILITIES ("WATER LINES")

The Water Lines generally consist of the following water lines and associated facilities:

- The Water Lines are composed of steel with the exception being that water line between Kyle and Buda that is ductile iron
- Isolation Valves
- Combination Air Valves
- Drain Valves
- Access Manways
- Cathodic Protection Systems, to include rectifiers and test stations.

During the term of this Agreement, the Facilities may be changed, modified, replaced, added, or removed. Any change shall be made with written notification to PCCD.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.4** Consider adoption of Resolution 2024-03-27-002 approving Work Order #8 with HVJ South Central Texas – M&J, Inc. for material testing on the Phase 1B Segment C Pipeline Project. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority entered into a Master Agreement with HVJ Associates for material testing on the Phase 1B Program after a Request for Qualifications process was followed. Work Orders #1 through #7 were issued to HVJ for the Water Treatment Plant Project through South Inline Elevated Storage Tank projects.

The Executive Director negotiated the scope and fee for the materials testing for the Segment C Pipeline Project with HVJ. The effort was reviewed by the Construction Management and Inspection teams to help ensure that all anticipated materials testing needs are included.

Below are some of the key facts regarding the proposal:

Firm:	HVJ, Inc.
Project:	South Inline Segment C Pipeline Project
Fee:	\$620,718
Work Order Type:	Hourly, Not-to-Exceed
Duration:	Thru 12/2025
Project Manager:	Jimmy Si

Attachment(s)

- Resolution 2024-03-27-002
- ARWA Pipeline Segment C dated February 19, 2024

Board Decision(s) Needed:

- Adoption of Resolution 2024-03-27-002 approving Work Order #8 with HVJ South Central Texas – M&J, Inc. for Construction Material Testing Services on the Authority's Phase 1B Segment C Pipeline Project.



ALLIANCE WATER

RESOLUTION NO. 20240327-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK ORDER #8 BETWEEN THE AUTHORITY AND HVJ SOUTH CENTRAL TEXAS – M&J, INC. FOR MATERIAL TESTING SERVICES RELATED TO THE AUTHORITY’S PHASE 1B SEGMENT C PIPELINE PROJECT AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the “Authority”) entered into a Master Agreement with HVJ South Central Texas – M&J, Inc. (HVJ) in July 2021 for material testing services after having conducted a request for qualifications process.
2. The Authority is in need of material testing services for its Segment C Pipeline Project.
3. The Executive Director negotiated Work Order #8 with HVJ for the material testing necessary for the Segment C Pipeline Project.
4. The work order references terms and conditions in the Master Agreement.

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

SECTION 1. The attached Work Order #8 for Material Testing Services for the Phase 1B Segment C Project between the Authority and HVJ is approved.

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

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

ADOPTED: March 27, 2024.

ATTEST:

Chris Betz
Chair, Board of Directors

Amber Schmeits
Secretary, Board of Directors



4201 Freidrich Lane, Suite 110

Austin, Texas 78744

512.447.9081 Ph

512.443.3442 Fax

www.hvj.com

February 19, 2024

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

Re: ARWA Phase 1B – Pipeline Segment C
Construction Materials Engineering and Testing and CWI Inspection Services Proposal
HVJ Project No. SC2110020.5

Dear Mr. Moore:

Pursuant to your request, HVJ South Central Texas – M&J, Inc. (HVJ SCTX) is pleased to submit this proposal to provide Owner quality assurance testing for the above referenced project. This proposal consists of a brief Project Description, Scope of Services, and Cost Estimate for construction phase materials engineering and testing and CWI inspection services.

Project Description

The project consists of Installation of approximately 38,000 LF of 42" diameter water pipeline, 34,600 LF of 36" diameter water pipeline, 14,600 LF of 30" diameter water pipeline, 3,800 LF of 24" diameter water pipeline, and 26,700 LF of 12" diameter water pipeline installed by open-cut and trench less methods in Caldwell and Hays Counties, Texas. The construction estimate cost is \$61,000,000.00.

Scope of Services

The general scope of material testing and inspection services anticipated for this project is as follows.

- Soils, Base, Aggregate, Concrete, Flowable Fill, and Grout/Mortar Lab/Field Testing
- Steel Pipe – Weld Inspection & Testing

It is understood that materials testing and inspection services were estimated on a call-out basis, where personnel will not be present full time during performance of the work unless requested to be present. *However, where possible, HVJ SCTX will work with the CMI team to combine testing and inspection activities in an attempt to reduce the number of site visits needed.*

Cost Estimate

We recommend allocating a budget of **\$620,718.00** for construction materials testing and inspection including weld inspection for the proposed Phase 1B Pipeline Segment C. Summary of the itemized materials testing and inspection budget is attached.

Assumptions

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

- For soils and concrete/grout testing, 325 days for one tech and 65 days for second tech at 4 hrs./day are assumed.
- For welding inspections, 192 days at 10 hrs./day are assumed.
- Inspection of O Ring Connections will be performed by others.
- Field inspection of mortar lining and polyurethane coating is not included in this scope. The CWIs will be certified to measure polyurethane coating thickness of field repairs. When scheduled the previous day, the CWIs will perform thickness measurements of polyurethane coating and the only extra fees will be for equipment and reporting.
- 100% visual and 100% testing is assumed for field welds.
- All welds will be tested using the Magnetic Particle method.
- Retest and reinspection costs are not included in the estimate. We will reinspect/retest inside the daily fee as long as it doesn't cause the need to add more service days. As requested, reinspection/retest costs will be separated on invoices to ARWA.
- 1 business day advance notice will be required to schedule services.

This estimate was prepared based on a **18-month** pipe installation schedule with anticipated completion in Dec. 2025. The cost estimate is based on our projections for both the construction schedule and the frequency of service requests from the Client. As the schedule and frequency of service requests are oftentimes beyond our control, we cannot guarantee that the estimate provided herein will be adequate for the services needed through the entire duration of the construction of this project. We understand that advance authorization will be required if additional funds are needed to complete the testing per project specifications. HVJ will monitor the budget as the work proceeds and will keep you or your designated representative informed.

Scheduling of our personnel for this project will be at the request of you or your designated representatives. To ensure proper scheduling of the work, we require a minimum 24 hour notice (1 full business day, Monday-Friday) to provide on-call personnel.

Services will be invoiced on a unit fee basis in accordance with the attached Construction Phase Services Fee Schedule. Overtime rates of 1.5 times the regular hourly rates will be charged for any time worked over 8 hours per day, hours worked before 6:00 AM or after 6:00 PM Monday through Friday, and all hours worked on Saturdays, Sundays and holidays.

Limitations

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of HVJ's profession practicing in the same locality, under similar

conditions and on the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and testing data. It is possible that conditions could vary between or beyond the data evaluated. HVJ makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

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

HVJ Associates® appreciates the opportunity to provide the services to ARWA projects, and is pleased to submit this proposal along with the itemized cost estimate for the proposed project. Should you have any questions regarding this proposal, please don't hesitate to contact us at 512-447-9081.

Sincerely,

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



Jimmy Si, P.E.
Sr. Project Manager



Syed Jafar, P.E.
Executive Vice President

Enclosures:

Itemized Cost Estimate
Attachment A: Standard Fee Schedule (3 pages)

Itemized Cost Estimate

ARWA - Phase 1B Pipeline Segment C - Materials Testing (Field Services - soils, concrete/grout)				
<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
Tech Time - Soil Compaction, Concrete/Grout Testing	hour	1560	\$84	\$131,040
Overtime - Soil Compaction, Concrete/Grout Testing	hour	78	\$126	\$9,828
Nuclear Gauge	each	390	\$55	\$21,450
Vehicle Charge	each	390	\$80	\$31,200
			Subtotal	\$193,518
ARWA - Phase 1B Pipeline Segment C - Materials Testing (Lab Services - soils, aggregates & concrete/grout)				
<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
Soil/Base Sample Preparation	each	35	\$75	\$2,625
Atterberg Limits	each	35	\$75	\$2,625
Sieve Analysis (soils)	each	35	\$72	\$2,520
Proctors	each	35	\$275	\$9,625
Relative Density (bedding & embankment)	each	5	\$550	\$2,750
Sieve Analysis (bedding & embankment)	each	5	\$95	\$475
Concrete & Grout Cylinder Compressive Strength	each	485	\$24	\$11,640
			Subtotal	\$32,260
ARWA - Phase 1B Pipeline Segment C - Weld Inspection				
<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
Pipeline Inspector (CWI)	hour	1920	115	\$220,800
Pipeline Inspector - Overtime	hour	384	172.5	\$66,240
Magnetic Particle Equipment	trip	315	\$125	\$39,375
Vehicle Charge	trip	192	\$80	\$15,360
Reporting - Welding Inspection	each	192	\$100	\$19,200
			Subtotal	\$360,975
ARWA - Phase 1B Pipeline Segment C - Project Administration				
<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
Project Manager, PE	hour	85	\$179	\$15,215
Task Leader (Deputy Project Manager)	hour	85	\$125	\$10,625
Admin	hour	125	\$65	\$8,125
			Subtotal	\$33,965
			Total	\$620,718.00

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

Attachment A

**ALLIANCE REGIONAL WATER AUTHORITY MASTER FEE
SCHEDULE**

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

MATERIAL TESTING		UNIT PRICE
CODE	DESCRIPTION	UNIT PRICE
100	Concrete Aggregates:	
101	Screen or Sieve Analysis (ASTM C-136 or Tex-110)	\$ 72.00
102	Specific Gravity (ASTM C-127 or C128)	\$ 51.00
103	Unit Weight (ASTM C-29)	\$ 45.00
104	Absorption (ASTM C-127 or C-128)	\$ 44.00
105	Finer than 200 Mesh (ASTM C-117)	\$ 49.00
106	Organic Impurities (ASTM C-40)	\$ 45.00
107	Scratch Hardness (ASTM C-851)	\$ 45.00
108	Abrasion Tests (ASTM C-131 or C-535)	\$ 215.00
109	Clay Lumps (ASTM C-142)	\$ 55.00
110	Light Weight Pieces (ASTM C-123)	\$ 61.00
111	Sand Equivalent (ASTM D-2419)	\$ 65.00
112	Sodium/Magnesium Sulfate Soundness (5 Cycles)	\$ 390.00
113	Sodium/Magnesium Sulfate Soundness Additional Cycles	\$ 175.00
114	Petrographic Examination of Concrete Aggregates (ASTM C-295)	By Quotation

CODE	DESCRIPTION	UNIT PRICE
200	Concrete Mix Design Inspection and Testing	
	Mix Design Review (using previously determined aggregate properties and other design factors) Excluding Test Costs	\$ 179.00
201	design factors) Excluding Test Costs	
202	Trial Batch Tests (ASTM C-192) (Using aggregate admixtures and cement proposed for use in the project) each batch or each curve point	\$ 450.00
203	Cylinders (ASTM C-39) test or hold, each	\$ 24.00
204	Beam Test (ASTM C-78, C-293) or Hold, Each	\$ 55.00
205	Concrete Coring (4" Dia Up to 6" Thickness) ASTM C-42 includes Personnel, Vehicle and Patching Holes	\$ 90.00
206	Measuring Thickness of Concrete Cores (ASTM C-174)	\$ 22.00
207	Additional Thickness (6"to 12")/ (Inch)	\$ 8.00
208	Additional Thickness (Over 12")/ (Inch)	\$ 10.00

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

Attachment A

209	Concrete Coring, Minimum Charge (Min. 3 Cores)/ (LS)	\$	290.00
210	Preparation of Cores, Capping & Test (ASTM C42, C-39)	\$	67.00
211	Cement Compressive Strength, one age (ASTM C-109)/(Set)	\$	120.00
212	Cement Compressive Strength, two age (ASTM C-109)/ (Set)	\$	127.00
213	Mortar/Grout Compressive Strength Cubes (ASTM C-109)	\$	27.00
214	Mortar/Grout Compressive Strength 3" x 6" (ASTM C-495)	\$	24.00
215	Mortar/Grout Compressive Strength Grout Prisms (ASTM C-1019)	\$	55.00
216	Structural Coring		By Quotation
217	Windsor Probes (ASTM C-803)	\$	79.00
218	Bar Linear Shrinkage/ (Set)	\$	282.00
219	Unit Weight of Lightweight Cylinders/ (Set)	\$	70.00
220	Split Tensile Strength including preparation (ASTM C-496)	\$	94.00
221	Petrographic Examination of Hardened Concrete (ASTM C-856)		By Quotation
222	Concrete Shrinkage Test (ASTM C-157, C-490)/ (Test)	\$	138.00
CODE	DESCRIPTION		UNIT PRICE
800	Asphalt Concrete Mix Design & Inspection		
801	Mix Design Review (using previously determined aggregates properties and other design factors) Excluding Test Costs	\$	187.00
802	Trial Batch Test (up to 5 curve points)	\$	1,403.00
803	Additional Curve Points for item 802, Per Point	\$	202.00
804	Extraction & Gradation Test (ASTM D-2172, ASTM C-136 or TEX - 210F)	\$	174.00
805	Specific Gravity (ASTM D-2041 TEX 201F)	\$	75.00
806	Stability: Hveem (3 Per Set) (ASTM D-1559)	\$	125.00
807	Bulk Density of Lab Molded or Field Specimen (Core), (TEX - 207F)/(Set)	\$	75.00
808	Molding Specimens (3 Per Set) for 806 & 807 (ASTM D-1560, TEX-208F)/(Set)	\$	125.00
809	Penetration (ASTM D-5)	\$	74.00
810	Ductility (ASTM D-113)	\$	99.00
811	Viscosity (ASTM D-2170)	\$	82.00
812	Asphalt Coring (4" Dia Up to 6" Thickness) includes Personnel, Vehicles and Patching Holes	\$	80.00
813	Asphalt Coring Minimum Charge/ (LS)	\$	290.00
814	Additional Thickness over 6"/ (Inch)	\$	7.00
815	Abson Recovery (TEX-211F)	\$	281.00
816	Measuring Thickness of Asphalt Cores	\$	8.00
817	Maximum Theoretical Specific Gravity (TEX 227F)	\$	115.00
818	Hot Mix In-Place Asphalt Design	\$	1,870.00
819	Apparent Specific Gravity (TEX 227F)	\$	58.00
820	Moisture Susceptibility Test (TEX 531C)	\$	409.00
821	PMA Extraction/Gradation (ASTM D-2172)	\$	234.00
822	PMA Extraction/Gradation by Ignition (ASTM D-2928)	\$	145.00

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

Attachment A

CODE	DESCRIPTION	UNIT PRICE
1000	Soil Tests	
I001	Atterberg Limits (ASTM D-4318, Tex 104E, 105E, 106E)	\$ 75.00
I002	Moisture Content Only (ASTM D-2216)	\$ 15.00
I003	Mechanical Sieve Analysis, Through #200 Sieve (ASTM D-422)	\$ 72.00
I004	Percent Passing #200 Sieve (ASTM D-1120)	\$ 65.00
I005	Specific Gravity (ASTM D-854 & D-204)	\$ 51.00
I006	OMD Standard Compaction (ASTM D-698 , Tex-114E)	\$ 275.00
I007	OMD Modified Compaction (ASTM D-1557, Tex-113E)	\$ 275.00
I008	OMD Lime or Cement Stabilized Soil (ASTM D-698, D-558, D-1557, Tex121E)	\$ 275.00
I009	California Bearing Ratio (ASTM D-1883)	\$ 185.00
I010	Percent Solids in Lime Slurry / (Test)	\$ 37.00
I011	Four Point Lime Content Recommendation Series (PI)/(Set)	\$ 250.00
I012	Cement Content of Freshly Mixed CSS Mixture (ASTM D-806)	\$ 269.00
I014	Comp. Strength of CSS Sample, Including Molding (ASTM D-1632 & D-1633)	\$ 61.00
I015	Maximum & Minimum Density (Sands) (ASTM D-4254)/ (Test)	\$ 275.00
I016	Density and Moisture of Soil Sample	\$ 19.00
I017	Unconfined Compression (ASTM D-2166)	\$ 39.00
I018	Unconsolidated Undrained (ASTM D-2850)	\$ 54.00
I019	Consolidation (One cycle) (ASTM D-2435)	\$ 310.00
I020	Consolidation - Additional Increments	\$ 44.00
I021	Ph of Soil (ASTM D-4972)	\$ 45.00
I022	Optimum Lime Content Ph Method	\$ 225.00
I023	Sieve Analysis - Base Materials (ASTM C-136)	\$ 85.00
I024	Compressive Strength of Cement Stabilized Base Materials, (TEX-120E, ASTM D-2166)	\$ 275.00
I025	Soil Shrinkage Factor (ASTM D-427)	\$ 54.00
I026	One Dimensional Swell Cohesive Soils	\$ 251.00
I027	Triaxial Testing	By Quotation
I028	Permeability Test, Constant Head Method (ASTM D-2434)	\$ 225.00
I029	Pinhole Test	\$ 246.00
I030	Crumb Test (ASTM D-4647)	\$ 33.00
I031	Double Hydrometer (ASTM D-4221)	\$ 152.00
I032	Free Swell (FHA)	\$ 75.00
I033	Soil Suction - Filter Paper Method	\$ 49.00

1300 Reimbursable Expenses:

I301 Reimb Expenses Including Outside Testing, Equipment and Supplies Cost + 10%

General Notes

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

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

* Services will be invoiced from portal to portal including on-site time.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

H.5 Update and possible direction to Staff on Phase 1C/1D Expansion. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Staff has been discussing the options for moving forward with the full Phase 1C/1D expansion with the Sponsors – final recommended arrangements are anticipated to be presented in April.

Board Decision(s) Needed:

- Possible direction to Staff.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- H.6** Consider adoption of Resolution 2024-03-27-003 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 1C/1D 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. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority has filed an Abridged Application for SWIFT funding with the Texas Water Development Board. The funding is anticipated to be utilized in part for the Authority's planned Phase 1C/1D expansions at the Water Treatment Plant, raw water system and Maxwell Booster Pump Station. The attached resolution would allow for the funds spent prior to closing on the SWIFT funds on the 1C/1D improvements to be reimbursed to the Authority.

In December 2023 the Authority passed a similar resolution for the portion of the SWIFT funding that would reimburse the Bond Anticipation Note issued in late 2023.

Attachment(s)

- Resolution 2024-03-27-003

Board Decision(s) Needed:

- Adoption of Resolution 2024-03-27-003 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 1C/1D Improvements Water Supply Project from the proceeds of tax-exempt obligations to be issued by the Authority.



ALLIANCE WATER

RESOLUTION NO. 20240327-003

A RESOLUTION 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 1C/1D 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

WHEREAS, the Board of Directors (the "Board") of the Alliance Regional Water Authority (the "Authority") or any successor or assigns has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds to finance the costs associated with financing, acquiring, and constructing water supply facilities including the Phase 1C/1D Improvements Water Supply Project which constitute the costs of the Authority's project that is the subject of this Resolution (the "Project") with an aggregate maximum principal amount of Obligations, as defined herein, not to exceed \$90,000,000 for the purpose of paying the costs of the Project; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code ("Section 1201.042") provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Authority for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the "Department") released Regulation Section 1.150-2 (the "Regulations") which establishes when the proceeds of Obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Board intends to reimburse itself, within eighteen (18) months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three (3) years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations (the "Obligations") that the Authority currently contemplates issuing Obligations to finance the costs of the Project and expects to expend approximately \$7,500,000 prior to issuance of such Obligations; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Authority must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Authority hereby finds and determines that the reimbursement for the prior expenditure of funds of the Authority is not inconsistent with the Authority's budgetary and financial circumstances; and

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

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY OR ANY SUCCESSOR OR ASSIGNS THAT:

SECTION 1: This Resolution is a declaration of intent to establish the Authority's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from lawfully available funds of the Authority.

SECTION 2: The Authority intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Authority for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Authority will reimburse itself, within eighteen (18) months from the later of the date of expenditure or the date the property financed is placed in service but in no event more than three (3) years after the original expenditures are paid.

SECTION 5: The Authority intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 6: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Authority with the requirements of Texas law and the Regulations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 8: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

EXECUTED this the 27th day of March, 2024.

Chair, Alliance Regional Water Authority

Secretary, Alliance Regional Water Authority

[Signature Page]

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

Background/Information

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

- J.1** *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) and/or Section 551.074 (Personnel Matters) regarding:*
- A. Water supply partnership options*
 - B. Groundwater leases*
 - C. Acquisition of real property for water supply project purposes*
-

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

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

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, March 27, 2024 at 3:00 P.M.
County Line SUD Offices, 8870 Camino Real, Kyle, TX 78640

K. ADJOURNMENT
