

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572
Code: 459 418 290#

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 459 418 290#

In accordance with Governor Abbott's Executive Order, declaration of the COVID-19 public health threat, and action to temporarily suspend certain provisions of the Texas Open Meetings Act, a quorum of Alliance Regional Water Authority's (the Authority's) Board of Directors will hold a meeting by telephonic conference call at 3:00 PM, Wednesday, May 27, 2020. The public may participate in this meeting by calling the following number and code:

Conference Call Number: 1-903-405-2572
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Members of the public wishing to make public comment during the meeting must register by emailing info@alliancewater.org prior to 3:00 p.m. on May 27, 2020. 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. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS

C.1 Oath of Office and swearing in of Directors

C.2 Election of Officers for the May 2020 through April 2021 Board term

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

E. CONSENT AGENDA

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

E.1 Consider approval of minutes of the Regular Meeting held April 22, 2020. ~ *Graham Moore, P.E., Executive Director*

E.2 Consider approval of the financial report for April 2020. ~ *Graham Moore, P.E., Executive Director*

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F. PUBLIC HEARINGS / PRESENTATIONS - None

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- G.1 Report on Technical Committee activities. ~ *Graham Moore, P.E., Executive Director*
- G.2 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*
- G.3 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*
- G.4 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*

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

I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- I.1 Consider adoption of Resolution 2020-05-27-001 approving Work Order #5 with Blanton & Associates, Inc. for additional hazardous materials testing associated with the Phase 1B Segment E project. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- I.2 Consider adoption of Resolution 2020-05-27-002 approving a Master Agreement and Work Order #1 with Pape-Dawson Engineers, Inc., for Construction Management and Inspection Services related to the Phase 1B Program. ~ *Graham Moore, P.E., Executive Director*
- I.3 Discussion of the draft Alliance Water budget for FY 2020-21; and possible direction to staff. ~ *Graham Moore, P.E., Executive Director*

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- I.4 Consider adoption of Resolution 2020-05-27-003 naming authorized signatories on the Authority's Broadway National Bank and TexSTAR pooling accounts. ~ *Graham Moore, P.E., Executive Director*
 - I.5 Consider adoption of Resolution 2020-05-27-004 approving an amended purchasing policy to allow for use of credit cards by the Authority and authorizing the Executive Director to create an account and issue cards to Graham Moore and Jason Biemer. ~ *Graham Moore, P.E., Executive Director*
 - I.6 Consider adoption of Resolution 2020-05-27-005 making appointments to the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
 - I.7 Discussion and possible direction to Staff regarding possible support of legislation to allow for the use of virtual meetings in non-public health threat times. ~ *Graham Moore, P.E., Executive Director*
- J. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – Possible acknowledgement by Board Members of future area events and/or requests for item(s) to be placed on a future agenda where no action is required.
- K. EXECUTIVE SESSION
- K.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) regarding:*
 - A. *Water supply partnership options*
 - B. *Groundwater leases*
 - C. *Acquisition of real property for water supply project purposes*
 - 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*
 - D. *Consideration of Resolution 2020-05-27-006 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 1.528 acres situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this*

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Resolution is passed was noticed and is open to the public as required by law.

- E. Consideration of Resolution 2020-05-27-007 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 2.062 acres situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
- F. Consideration of Resolution 2020-05-27-008 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 6.000 acres situated in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
- G. Consideration of Resolution 2020-05-27-009 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 6.269 acres located in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
- H. Consideration of Resolution 2020-05-27-010 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 2.512 acres located in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*

L. ADJOURNMENT

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

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A. CALL TO ORDER

No Backup Information for this Item.

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B. ROLL CALL

NAME	TERM ENDS	PRESENT
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2023	
Mike Taylor (CRWA - General Manager, Crystal Clear SUD)	April 2023	
Brian Lillibridge (Kyle – Asst. Public Works Director)	April 2021	
Blake Neffendorf (Buda – Water Resources Coordinator)	April 2023	
Councilmember Mark Rockeymoore (San Marcos)	April 2022	
Humberto Ramos (CRWA – Water Resources Director)	April 2021	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2021	
Tom Taggart (San Marcos – Executive Director of Public Services)	April 2021	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2022	
Councilmember Tracy Scheel (Kyle)	April 2021	
Jon Clack (San Marcos – Assistant Director of Public Services)	April 2022	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Vacant (San Marcos)	April 2022	

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C. SEATING OF NEWLY APPOINTED DIRECTORS AND ELECTION OF OFFICERS

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C.1 Oath of Office and swearing in of Directors

Background/Information

The re-appointed Directors will be asked to complete the Oath of Office form that is attached. The oath will be read verbally at the meeting by each Director.

Attachment(s)

- Alliance Water – Director Oath of Office

Board Decision(s) Needed:

- None.

Oath of Office
ALLIANCE REGIONAL WATER AUTHORITY
Board of Directors

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

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

Signature

Date

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C.2 Election of Officers for the May 2020 through April 2021 Board term

Background/Information

Each May the Board will be required to elect Officers for the coming year. The Authority's bylaws identify the following four positions: Chair, Vice Chair, Treasurer and Secretary. The duties of each as outlined in the bylaws are described below.

Officer Positions and Duties

Section 4.2. Powers and Duties of the Chair. The Chair shall preside at all meetings of the Board. He or she shall have such duties as are assigned by the Board.

Section 4.3. Powers and Duties of the Vice Chair. The Vice Chair shall perform the duties and exercise the powers of the Chair upon the Chair's death, absence, disability, or resignation, or upon the Chair's inability to perform the duties of his or her office. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time such action was taken.

Section 4.4. Treasurer. The Treasurer shall have custody of all the funds and securities of the Authority which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Authority, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Authority in a bank or banks or depositories designated by the Board; he or she may sign all receipts and vouchers for payments made to the Authority, either alone or jointly with another officer designated by the Board; whenever required by the Board, he or she shall render a statement of the Authority's accounts; he or she shall enter or cause to be entered regularly in the books of the Authority to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Authority; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Treasurer may, with approval of the Board by resolution, delegate any or all of these duties on an interim or ongoing basis to another Director, the Executive Director, or a member of the Authority staff.

Section 4.5. Secretary. The Secretary shall act as secretary of all meetings of the Board and keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; he or she may attest the signatures of the Chair on all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Authority he or she shall have charge of the Authority's books, records, documents and instruments (except the books of account and financial records and securities of which the Treasurer shall have custody and charge), and such other books and papers as the Board

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may direct, all of which shall at all reasonable times be open to the inspection of any Director at the office of the Authority during business hours; and, he or she shall perform all duties incident to the office of Secretary subject to the control of the Board. The Secretary may, with approval of the Board by resolution, delegate any or all of these duties on an interim or ongoing basis to another Director, the Executive Director, or a member of the Authority staff.

Board Decision(s) Needed:

- Election of a Board Chair, Vice Chair, Treasurer and Secretary.

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

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

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E.1 Consider approval of minutes of the Regular Meeting held April 22, 2020. ~ *Graham Moore, P.E., Executive Director*

Attachment(s)

- 2020 04 22 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, April 22, 2020

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, April 22, 2020 via conference call in accordance with Governor Abbott's Executive Order declaring the COVID-19 public health threat and temporarily suspending certain provisions of the Texas Open Meetings Act.

- A. CALL TO ORDER.
The Alliance Water Board Meeting was called to order at 3:01p.m. by Mr. Betz.

- B. ROLL CALL.
 - **Present: Hughson, Taylor, Lillibridge, Ramos, Earp, Taggart, Betz, Scheel and Clack with Williams joining in Item H.3 and Allen joining in Item H.6.**
 - **Absent: Rockeymoore, and San Marcos's vacant seat.**

- C. PUBLIC COMMENT PERIOD
 - **None.**

- D. CONSENT AGENDA
 - D.1 Consider approval of minutes of the Regular Meeting held March 25, 2020.
 - D.2 Consider approval of the financial report for March 2020.
 - D.3 Consider approval of the quarterly investment report for the period ending March 31, 2020.
 - **Motion to approve the consent agenda items D.1 through D.3 as presented was made by Mr. Taylor, seconded by Mr. Taggart and approved on a 9-0 roll call vote.**

Items F.1 through F.4 were not opened for discussion.

- F.1 Report on Technical Committee activities.
- F.2 Update and possible direction to Staff regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants.
- F.3 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- F.4 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.

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No action.**

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 Consider adoption of Resolution 2020-04-22-001 approving Work Authorization #5 with BGE, Inc. for Final Design and Procurement Services for the Authority's Phase 1B Segment C Project as recommended by the Technical Committee.
 - **Motion to adopt Resolution 2020-04-22-001 approving Work Order #5 with BGE, Inc. for Final Design and Procurement Services for the Authority's Phase 1B Segment C Project as presented was made by Mr. Ramos, seconded by Mr. Taylor and approved on a 9-0 roll call vote.**
- H.2 Consider adoption of Resolution 2020-04-22-002 approving Supplemental Amendment #1 to Work Order #3 with Walker Partners, LLC for Surge and Transient Analysis of the High Service Pump Station at the Phase 1B Water Treatment Plant.
 - **Motion to adopt Resolution 2020-04-22-002 approving Supplemental Amendment #1 to Work Order #3 with Walker Partners, LLC for Surge and Transient Analysis of the High Service Pump Station at the Water Treatment Plant as presented was made by Mr. Taylor, seconded by Mr. Taggart and approved on a 9-0 roll call vote.**

- H.3 Consider adoption of Resolution 2020-04-22-003 awarding a construction contract to Hydro Resources Mid-Continent, Inc. for the Phase 1B Well Construction Project, contingent upon approval of the award by the Texas Water Development Board.
- **Motion to adopt Resolution 2020-04-22-003 awarding a construction contract to Hydro Resources Mid-Continent, Inc. for the Phase 1B Well Construction Project, contingent upon approval of the award by the Texas Water Development Board as presented was made by Mr. Earp, seconded by Mr. Taylor and approved on a 10-0 roll call vote.**
- H.4 Update, discussion and possible direction to Staff regarding the Authority's request to the Texas Water Development Board for additional SWIFT Funding.
- **Update, no action.**
- H.5 Consider adoption of resolution requesting financial assistance from the Texas Water Development Board and Contractor's Act of Assurance Resolution for the Authority's Phase 1B projects; authorizing the filing of an application for assistance; and making certain findings in connection herewith.
- **Motion to adopt resolution requesting financial assistance from the Texas Water Development Board and Contractor's Act of Assurance Resolution for the Authority's Phase 1B projects as presented was made by Mr. Taylor, seconded by Mr. Williams and approved on a 10-0 roll call vote.**
- H.6 Consider adoption of Resolution 2020-04-22-004 approving a Policy on Contributions to Outside Entities.
- **Mr. Moore presented the proposed Policy on Contributions to Outside Entities.**
 - **Ms. Hughson is concerned with the unintended consequences of a policy opening up the Authority to more requests for funding.**
 - **Mr. Betz noted that the Authority may need to budget for the expenditures.**
 - **Mr. Williams noted that the policy can always be amended, but at least it provides some minimum framework for action.**
 - **Mr. Taylor inquired how payments will be tracked. Mr. Moore responded that it would be included in the Public Relations line item.**
 - **Motion to adopt Resolution 2020-04-22-004 approving a Policy on Contributions to Outside Entities as presented was made by Mr. Williams, seconded by Mr. Earp and approved on a 11-0 roll call vote.**
- H.7 Consider adoption of Resolution 2020-04-22-005 authorizing the issuance of a debit card to Jason Biemer.
- **Mr. Moore noted the need to provide a debit card to Jason Biemer for Authority expenditures.**

- **Mr. Ramos requested that the Authority research and consider utilizing credit cards in lieu of debit cards.**
 - **Ms. Hughson noted her agreement with this approach and is concerned about the use of debit card and will be voting against it.**
 - **Mr. Betz, Mr. Taggart, Mr. Taylor and Mr. Earp all noted their preference to the use of credit cards and their entities moving in that direction.**
 - **Mr. Taggart requested that the Authority also consider signing up with a credit protection agency.**
 - **Staff was directed to investigate modifying the Authority's Purchasing Policy to allow for the use of credit cards instead of debit cards and to pursue possible credit card options no later than the June meeting.**
 - **Mr. Gershon noted there is spelling error in the resolution, under the third recital the second line should start with "the" instead of "he".**
 - **Motion to adopt Resolution 2020-04-22-005 authorizing the issuance of a debit card to Jason Biemer as amended was made by Mr. Ramos, seconded by Mr. Taylor and approved on a 10-1 roll call vote with Mayor Hughson dissenting.**
- H.8 Consider appointment of a Temporary Committee to review and score submissions to the Authority's Request for Qualifications for Public Relations Services and possibly to recommend the selection of a respondent.
- **Mr. Ramos, Mayor Hughson and Ms. Scheel volunteered to be on the committee to review the submissions and Mr. Williams suggested that Blake Neffendorf could represent Buda on the committee.**
 - **The motion to create a Temporary Committee to review and score submissions to the Authority's RFQ for Public Relations Services and appointing Mr. Ramos, Mayor Hughson, Ms. Scheel and Mr. Neffendorf was made by Ms. Hughson, seconded by Mr. Ramos and approved on a 11-0 roll call vote.**
- H.9 Consider adoption of Resolution 2020-04-22-006 approving a Groundwater Development Agreement with Denny and Tammy Winkler.
- **Mr. Moore noted that as a result of the COVID-19 pandemic that Mr. Gershon has not been able to complete the title review to the same standards as has been done in the past.**
 - **Mr. Gershon noted that as a result of the partial title review, that he is likely to request that the Winklers warrant the water rights.**
 - **Motion to adopt Resolution 2020-04-22-005 approving a Groundwater Development Agreement with Denny and Tammy Winkler as presented was made by Mr. Williams, seconded by Ms. Scheel and approved on a 11-0 roll call vote.**

I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS

- **None.**

J.1 Executive Session pursuant to 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.
- **No Action.**

K. ADJOURNMENT

- **Meeting was adjourned at 3:55 p.m. based on the motion by Mr. Williams, seconded by Ms. Scheel on a 10-1 roll call vote with Mr. Earp dissenting.**

APPROVED: _____, 2020

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

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D.2 Consider approval of the financial report for April 2020. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Attached is the financial report for the period ending in April 2020.

Attachment(s)

- 2020 04 30 Financial Report

Board Decision(s) Needed:

- Approval of the financial report for the period ending April 2020.



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
April 30, 2020**

Alliance Regional Water Authority
Balance Sheet
As of April 30, 2020

Apr 30, 20

ASSETS

Current Assets

Checking/Savings

1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-54,506.01
1010 · Broadway Savings (4415)	733,445.06

Total 1004 · Broadway Bank 678,939.05

1015 · TexStar (3310) 1,563,951.60

1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	952,735.96
1052 · Kyle Debt Service (2787)	482,085.83
1055 · San Marcos Debt Service (6390)	602,239.71
1056 · Buda Debt Service (6391)	145,136.96

Total 1050 · Broadway Bank (Reserved) 2,182,198.46

1100 · Escrow Accounts

1105 · BOKF, Escrow, CRWA Series 2015A	334,893.43
1106 · BOKF, Escrow, Kyle Series 2015B	221,831.57
1107 · BOKF, Escrow, CRWA Series 2017A	5,256,333.66
1108 · BOKF, Escrow, Kyle Series 2017B	4,789,780.97
1109 · BOKF, Escrow, SM Series 2017C	6,135,571.59
1110 · BOKF, Escrow, Buda Series 2017D	847,279.93
1111 · BOKF, Escrow, CRWA Series 2019A	26,254,514.61
1112 · BOKF, Escrow, Kyle Series 2019B	23,942,873.13
1113 · BOKF, Escrow, SM Series 2019C	30,513,140.61
1114 · BOKF, Escrow, Buda Series 2019D	4,244,804.97

Total 1100 · Escrow Accounts 102,541,024.47

Total Checking/Savings 106,966,113.58

Accounts Receivable

1209 · Accts receivable, City of SM	344,124.84
1210 · Accts receivable, City of Buda	48,748.92

Total Accounts Receivable 392,873.76

Total Current Assets 107,358,987.34

Fixed Assets

1405 · Engineering & Construction Cost 2,402,294.20

1420 · Projects in Progress (Cash)

1420-01 · Legal Support	61,222.97
1420-02 · Hydrogeologic Support	169,987.19
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) 406,556.33

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	34,635.00
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	192,607.50
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	41,880.00
1430-12 · Phase 1B Programming	107,761.14
1430-13 · ARWA-GBRA MOU Study	15,000.00
1430-14 · Phase 1A GIS	35,539.37

Total 1430 · Projects in Progress Eng (Cash) 866,376.25

Alliance Regional Water Authority

Balance Sheet

As of April 30, 2020

05/18/20

Accrual Basis

	Apr 30, 20
1440 · Projects in Prog Eng. (Finance)	
1440-01 · Engineering-Phase 1A Pipeline	527,900.66
1440-02 · Engineering-Phase 1A Pump Stat	713,800.74
1440-03 · Engineering-ROW Acquisition	391,341.17
1440-04 · Phase 1A Const Observation	522,072.16
1440-05 · Phase 1A-Construction Trailer	43,906.67
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	4,804,471.92
1440-08 · Phase 1A Segment B Construction	918,492.11
1440-15 · Land Acquisition Phase 1B	4,569,418.67
1440-16 · Phase 1B-Owners Rep	4,999,694.69
1440-17 · Phase 1B Environmental	1,375,474.55
1440-18 · Phase 1B Segment A Design	1,002,828.06
1440-19 · Phase 1B Segment B Design	693,593.23
1440-20 · Phase 1B Segment C Design	559,457.25
1440-21 · Phase 1B Segment D Design	759,766.26
1440-22 · Phase 1B Segment E Design	349,410.65
1440-23 · Phase 1B Land Attorney	282,753.81
1440-24 · Phase 1B Hydrogeology	125,840.00
1440-25 · Phase 1B WTP Design	1,345,564.61
1440-26 · Raw Water Infr.	726,319.78
1440-27 · Phase 1B Program Survey	1,943,232.75
1440-28 · Phase 1B BPS Design	769,187.38
1440-29 · GVEC Construction-in-Aid	1,000,000.00
1440-30 · Phase 1B Inline Tanks	31,817.53
Total 1440 · Projects in Prog Eng. (Finance)	30,190,494.97
1447 · Land & Easements	922,215.70
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
1505 · Landowner Bonus Payments	1,043,191.83
1510 · GrWater Lease Acquisition Costs	1,004,905.76
1599 · Accumulated Amortization	-2,048,097.59
Total Fixed Assets	35,481,301.00
Other Assets	
1900 · Deferred Outflow	23,797.09
Total Other Assets	23,797.09
TOTAL ASSETS	142,864,085.43
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	3,050.76
2102 · 401(a) Liability	3,659.46
2103 · Net Pension Liability	4,718.00
2104 · Pension Deferred Inflows	82.00
2106 · Accrued Vacation	29,343.80
2300 · Accrued Costs	330,643.18

Alliance Regional Water Authority
Balance Sheet
As of April 30, 2020

	Apr 30, 20
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	13,038.85
2352 · Accrued Int Payable, Kyle 2015B	18,131.75
2353 · Accrued Int Payable, CRWA 2017A	49,127.90
2354 · Accrued Int Payable, Kyle 2017B	44,799.05
2355 · Accrued Int Payable, SM 2017C	36,945.20
2356 · Accrued Int Payable, Buda 2017D	5,250.65
2357 · Accrued Int Payable, CRWA 2019A	237,061.80
2358 · Accrued Int Payable, Kyle 2019B	216,300.40
2359 · Accrued Int Payable, SM 2019C	178,530.80
2360 · Accrued Int Payable, Buda 2019D	25,322.70
	824,509.10
Total 2350 · Accrued Interest Payable	824,509.10
Total Other Current Liabilities	1,196,006.30
Total Current Liabilities	1,196,006.30
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	3,405,000.00
2502 · Bond Payable, Kyle Series 2015B	3,260,000.00
2503 · Bond Payable, CRWA Series 2017A	9,605,000.00
2504 · Bond Payable, Kyle Series 2017B	8,755,000.00
2505 · Bond Payable, SM Series 2017C	10,910,000.00
2506 · Bond Payable, Buda Series 2017D	1,550,000.00
2507 · Bond Payable, CRWA Series 2019A	26,530,000.00
2508 · Bond Payable, Kyle Series 2019B	24,200,000.00
2509 · Bond Payable, SM Series 2019C	30,800,000.00
2510 · Bond Payable, Buda Series 2019D	4,370,000.00
	123,385,000.00
Total Long Term Liabilities	123,385,000.00
Total Liabilities	124,581,006.30
Equity	
2925 · Net Investment in Capital Asset	8,200,007.29
2950 · Retained Earnings	7,771,023.52
Net Income	2,312,048.32
	18,283,079.13
Total Equity	18,283,079.13
TOTAL LIABILITIES & EQUITY	142,864,085.43

Alliance Regional Water Authority Profit Loss

For the One Month and Seven Months Ended April 30, 2020

	<u>April 2020</u>	<u>October 2019 April 2020</u>
Ordinary Income/Expense		
Income		
4010 · Project Contribution		
4011 · City of San Marcos	0.00	1,788,339.26
4012 · City of Kyle	0.00	834,504.50
4013 · City of Buda	106,730.39	370,425.79
4014 · Canyon Regional Water Authority	480,511.92	1,441,535.76
4015 · GBRA	0.00	1,050,880.01
Total 4010 · Project Contribution	587,242.31	5,485,685.32
4200 · Shared Water		
4210 · Shared Water, City of Buda	37,269.00	223,614.00
Total 4200 · Shared Water	37,269.00	223,614.00
4250 · Non Potable Water Sales	3,172.58	19,113.75
4300 · Broadway Interest Income		
4311 · City of San Marcos	37.94	2,048.54
4312 · City of Kyle	29.53	1,555.94
4313 · City of Buda	2.60	276.73
4314 · Canyon Regional Water Authority	38.89	1,884.93
Total 4300 · Broadway Interest Income	108.96	5,766.14
4350 · Escrow Accounts Income		
4351 · BOKF, CRWA Series 2015A	233.80	7,258.30
4352 · BOKF, Kyle Series 2015B	154.87	6,302.19
4353 · BOKF, CRWA Series 2017A	1,925.19	34,568.42
4354 · BOKF, Kyle Series 2017B	1,754.31	31,500.25
4355 · BOKF, SM Series 2017C	2,247.21	40,349.57
4356 · BOKF, Buda Series 2017D	310.32	5,575.47
4357 · BOKF, CRWA Series 2019A	9,615.98	91,217.61
4358 · BOKF, Kyle Series 2019B	8,769.31	83,186.13
4359 · BOKF, SM Series 2019C	11,175.74	106,013.61
4360 · BOKF, Buda Series 2019D	1,554.70	14,747.97
Total 4350 · Escrow Accounts Income	37,741.43	420,719.52
4370 · TexStar Interest Income		
4371 · City of San Marcos	301.27	11,232.04
4372 · City of Kyle	236.66	8,823.38
4373 · City of Buda	42.68	1,591.15
4374 · Canyon Regional Water Authority	259.52	9,675.35
Total 4370 · TexStar Interest Income	840.13	31,321.92
Total Income	666,374.41	6,186,220.65
Expenses		
6000 · Groundwater Reservation Costs	91,944.53	850,787.91
6010 · Shared Water Costs		
6015 · Shared Water, City of Kyle	23,506.97	140,720.30
6020 · Shared Water, City of San Marcos	13,965.00	83,790.00
Total 6010 · Shared Water Costs	37,471.97	224,510.30
7125 · Auditing fees	0.00	10,715.00
7150 · Amortization Expense	0.00	43,936.64
7210 · Bank Fees	211.43	1,441.60

Alliance Regional Water Authority Profit Loss

For the One Month and Seven Months Ended April 30, 2020

	April 2020	October 2019 April 2020
7220 · Escrow and Paying Agent Fees	0.00	2,450.00
7240 · Bond Issue Costs		
7240-07 · Bond Issue Costs - CRWA 2019A	0.00	366,309.28
7240-08 · Bond Issue Costs - Kyle 2019B	0.00	339,780.56
7240-09 · Bond Issue Costs - SM 2019C	0.00	392,340.76
7240-10 · Bond Issue Costs - Buda 2019D	0.00	139,393.36
Total 7240 · Bond Issue Costs	0.00	1,237,823.96
7250 · Interest Expense		
7250-51 · Interest Expense - CRWA 2015A	5,215.54	36,508.79
7250-52 · Interest Expense - Kyle 2015B	7,252.70	50,768.95
7250-53 · Interest Expense - CRWA 2017A	19,651.16	137,558.16
7250-54 · Interest Expense - Kyle 2017B	17,919.62	125,437.37
7250-55 · Interest Expense - SM 2017C	14,778.08	103,446.58
7250-56 · Interest Expense - Buda 2017D	2,100.26	14,701.76
7250-57 · Interest Expense - CRWA 2019A	47,412.36	237,061.80
7250-58 · Interest Expense - Kyle 2019B	43,260.08	216,300.40
7250-59 · Interest Expense - SM 2019C	35,706.16	178,530.80
7250-60 · Interest Expense - Buda 2019D	5,064.54	25,322.70
Total 7250 · Interest Expense	198,360.50	1,125,637.31
7325 · Dues	0.00	6,230.00
7350 · Insurance - Liability, E&O	0.00	2,372.62
7400 · Legal Fees	7,745.56	32,775.02
7410 · Newspaper Public Notices	0.00	1,371.31
7425 · Contract Services-Lobbyist	6,000.00	42,000.00
7430 · Agency Mgmt Public Relations	0.00	7,500.00
7440 · Region L Contributions	0.00	813.60
7450 · Permit & Fees	0.00	75,537.95
7500 · Supplies	1,930.52	6,208.16
7600 · Telephone, Telecommunications	0.00	675.00
7700 · Travel, Conferences & Meetings	0.00	1,148.43
7800 · Employee Expenses	0.00	
7810 · Salaries and wages	29,792.07	158,344.98
7820 · Auto Allowance	1,453.86	7,652.37
7821 · Phone Allowance	311.55	934.65
7830 · Payroll taxes	2,411.65	11,072.78
7840 · Employee Insurance	1,566.61	11,173.31
7850 · Retirement	2,155.38	11,059.43
Total 7800 · Employee Expenses	37,691.12	200,237.52
Total Expenses	381,355.63	3,874,172.33
Net Ordinary Income	285,018.78	2,312,048.32
Net Income	285,018.78	2,312,048.32

Alliance Regional Water Authority
Broadway Bank VISA Debit Card Transactions
July 31, 2017

Type	Date	Name	Split	Amount	Balance
2005 · Broadway Bank Visa Card					0.00
Credit Card Charge	04/06/2020	Microsoft	7500 · Supplies	32.48	32.48
Credit Card Charge	04/06/2020	Microsoft	7500 · Supplies	10.66	43.14
Credit Card Charge	04/13/2020	UPS Store	7500 · Supplies	18.00	61.14
Credit Card Charge	04/13/2020	Rackspace	7500 · Supplies	235.71	296.85
Credit Card Charge	04/14/2020	Williams Scotsman	1440-05 · Phase 1A-Con...	491.95	788.80
Credit Card Charge	04/14/2020	United Site Service	1440-05 · Phase 1A-Con...	255.65	1,044.45
Credit Card Credit	04/16/2020	Rackspace	7500 · Supplies	-14.59	1,029.86
Credit Card Charge	04/17/2020	Rackspace	7500 · Supplies	113.28	1,143.14
Credit Card Charge	04/23/2020	Industrial Network	7500 · Supplies	517.44	1,660.58
Credit Card Charge	04/27/2020	Squarespace Inc	7500 · Supplies	28.15	1,688.73
Credit Card Charge	04/27/2020	Adobo Acropro	7500 · Supplies	16.99	1,705.72
Credit Card Charge	04/27/2020	MLA Labs, Inc.	1440-08 · Phase 1A Seg...	898.00	2,603.72
Check	04/30/2020	Broadway	1005 · Broadway Checkl...	-2,603.72	0.00
Total 2005 · Broadway Bank Visa Card				0.00	0.00
TOTAL				0.00	0.00

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 459 418 290#

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

Background/Information

The following items were discussed by the Committee at its 5/13 meeting:

- Received an update on the Phase 1A projects (Item G.2).
- Received an update on the Phase 1B program (Item G.3).
- Received an update on the Authority's SWIFT application.
- Received an update on the 2020 Sponsor water projections.
- Received an update on the Authority's FY 2020-21 budget (Item I.3).
- Received an update on area water meetings (Item G.4).

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

G.2 Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*

Background/Information

Below are brief updates on the Phase 1A projects.

Segment B Pipeline:

- Crews moving to work off Old Black Colony Road while Onion Creek bore effort is completed.
- Air relief valves and limited revegetation performed.
- Prep for creek crossing underway, see photo.
- Project on time. No change orders currently issued.
- Over 6,900+ feet of pipe laid down.

Pump Station:

- Pump testing performed on 5/21/20 successfully. Pumps appear on the curve as anticipated.
- Training completed with remote access systems and security systems 5/21/20.
- Civil walkthrough and review upcoming.
- Minor software issues/interoperability being addressed for UPS system.
- Final and substantial dates may slide out as the coordination effort continues with various vendors.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#



Bore Pit Prep – Southside of Onion Creek crossing.

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- G.3** 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 – May 27, 2020
- Kimley-Horn Invoice & Monthly Summary of Activities for April 2020

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
May 27, 2020

Kimley»Horn

Ongoing Progress

Environmental Permit Update

- US Army Corps Nationwide Permit 12 was temporarily remanded, but later ruled to still apply for all pipelines except oil and gas mains
- Program Environmental Team, Blanton & Associates, is currently coordinating with the USACE to understand if the permitting process will be impacted moving forward

COVID-19 Update

- Consulting Services – Managing Production Delays
- Land Acquisition Process / Landowner Coordination
- Legal Process – Courthouses are currently closed, delaying TI and ED hearings

Design Milestone Review

- Pipeline Segment A and Water Treatment Plant / Raw Water Infrastructure
 - 60% Design Submittal (May)
- Pipeline Segment B
 - 60% Design Submittal (June)

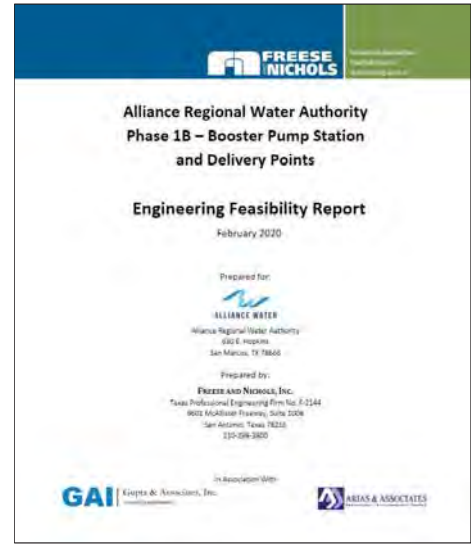


Kimley»Horn

Ongoing Progress

Texas Water Development Board Update

- EFR’s Recently Approved
 - Booster Pump Station
- EFR’s Under Review
 - Raw Water Infrastructure
- EFR’s to be Submitted
 - Pipeline Segment A
- Release of Funds
 - ROF No. 6 Approved
 - Water Treatment Plant – Final Design Contract
 - ROF No. 7 Being Prepared
 - Booster Pump Station – Property Acquisition / Final Design Contract



Kimley»Horn

Pipeline Route Analyses & Rights of Entry

Pipeline Segment	Number of Right-of-Entry Requests	Right-of-Entry Received or Access Granted (No. of Parcels)	Right-of-Entry Received or Access Granted (%)	Alignment Confirmed (%)
A	38	38	100%	100%
B	44	44	100%	100%
D	63	63	100%	100%
C	84	78	93%	81%
E	32	32	100%	91%
Wellfield	19	15	79%	0%
Total	280	270		



Kimley»Horn

Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	Appraisals Prepared	Initial Offer Letter Delivered	Purchase Agreement Signed / Easement Closed
A	38	37	37	12
B	44	24	23	2
D	63	17	12	5
C	84	0	0	0
E	32	0	0	0
Wellfield	19	0	0	0
Total	280	78	72	19



Kimley»Horn

Pipeline Segment E – Hazardous Materials Phase II Investigations

Blanton Performed Phase I Investigations, and Identified Multiple Locations Requiring Additional Studies

Phase II Scope of Work (Time & Materials on an As-Needed Basis):

- Project Management (Additional Coordination and Meetings)
- Phase II Investigations
 - Asbestos Survey – at multiple locations
 - Lead Inspection – at multiple locations
 - Soil sampling at each location
 - Temporary monitoring well will be installed if groundwater is present (proposal assumes install at all locations)
 - If temporary well does not yield a groundwater sample, then a permanent well installation would be evaluated (additional funding will be required)
- Preparation of Letter Report

Maximum Not-to-Exceed Fee = \$ _____



Kimley»Horn



Questions?



Kimley»Horn

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

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

Invoice No: 068706603-0420
 Invoice Date: Apr 30, 2020
 Invoice Amount: \$ 197,717.35
 Project No: 068706603
 Project Name: ARWA PROGRAM YEAR 3
 Project Manager: SOWA, RYAN

Work Order No. 4
 Duration: March 2020 - Feb. 2021

Invoice Duration: April 1, 2020 to April 30, 2020

Federal Tax Id: 56-0885615

COST PLUS MAX

KHA Ref # 068706602.3-16601973

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	49,374.00	90.00	90.00	0.00
STAKEHOLDER COORDINATION	312,436.00	37,221.30	22,956.75	14,264.56
BUDGETTING	119,180.00	13,277.30	8,974.80	4,302.50
SCHEDULE	98,555.00	14,441.80	13,291.80	1,150.00
REPORTING	48,920.00	7,952.50	5,080.00	2,872.50
DATA MANAGEMENT	119,291.00	12,285.28	7,913.16	4,372.11
ENVIRONMENTAL MANAGEMENT	162,199.00	14,202.75	1,240.00	12,962.75
LAND ACQUISITION MANAGEMENT	510,978.00	19,414.81	7,428.83	11,985.99
TEXAS WATER DEVELOPMENT BOARD MANAGEMENT	66,260.00	7,198.81	271.33	6,927.49
DESIGN STANDARDS	339,134.00	42,116.12	11,656.71	30,459.42
ENGINEERING DESIGN MANAGEMENT	774,030.00	135,543.12	47,723.26	87,819.86
QUALITY ASSURANCE	48,021.00	2,001.00	450.00	1,551.00
ELECTRICAL POWER PLANNING	72,514.00	4,606.59	7.91	4,598.68
PERMIT COORDINATION/TRACKING	46,899.00	3,128.75	265.00	2,863.75
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	29,213.00	8,475.70	1,270.20	7,205.50
PROJECT ADMINISTRATION	57,076.00	8,198.00	5,640.00	2,558.00
OTHER SERVICES	256,342.00	13,453.25	11,630.00	1,823.25
Subtotal	3,110,422.00	343,607.08	145,889.73	197,717.35
Total COST PLUS MAX				197,717.35

Total Invoice: \$ 197,717.35

If you have questions regarding this invoice, please call Jessica Olivarez at (972) 770-1352.

May 21, 2020

Project Monthly Summary

April 2020 Tasks Performed:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continued weekly task coordination with Alliance Water.
 - Prepared and presented Technical Committee Meeting Update.
 - Prepared and presented Board Meeting Update.
 - Prepared and presented Project Advisory Committee Meeting Update.
 - Prepared for and held Monthly Status Meeting with Alliance Water.
 - Prepared for and attended GVEC Coordination Meeting with ARWA and GBRA.
- Task 3 – Budgeting
 - Began development of projected Operation and Maintenance costs.
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
- Task 4 – Schedule
 - Coordinated with Program team to include TCEQ Exception Requests within the overall Program schedule.
 - Coordinated with Program team to integrate each monthly project schedule update into overall Program schedule.
- Task 6 – Data Management
 - Developed and incorporated Construction Phase Folders on the Microsoft SharePoint Online Program.
 - Integrated surveyed Benchmarks/Control Points within online GIS Web Map.
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for right-of-entry process and alignment changes.
- Task 7 – Environmental Management
 - Reviewed the draft desktop environmental analyses of potential inline elevated storage tank sites.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segment A, B, D, and E.

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

- Performed coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
- Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
- Continued coordination between Program Environmental Consultant and Design Engineers.
- Reviewed Program Environmental invoices, schedule, and risk log.

- Task 8 – Land Acquisition Management
 - Coordinated the appraisal process for Segments A, B, and D parcels.
 - Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
 - Performed weekly QC of parcel files in SharePoint, provided comments to Land Acquisition team.
 - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
 - Reviewed Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
 - Continued field work coordination to notify landowners of upcoming field work by consultants.

- Task 9 – Texas Water Development Board Management
 - Submitted the Raw Water Infrastructure EFR to the TWDB for review.
 - Prepared documentation for Release of Funds No. 6 and 7.
 - Coordinated with TWDB for the approval of bidding and construction contract for the Well Drilling Package.
 - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.

- Task 10 – Design Standards
 - Compiled and began addressing comments from the Manufacturer review of the Pipeline Construction Standards. Met with Manufacturers to discuss the comments received.
 - Revised the Cathodic Protection Program Standards given feedback from the PAC and Design Consultants.
 - Revised and finalized the Security Standards given feedback from the PAC and Design Consultants.
 - Revise the Fiber Standards for review by the PAC and Design Consultants.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A

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

- Continued coordination with Design Consultant for final design.
 - Segment B
 - Continued coordination with Design Consultant to finalize EFR.
 - Continued coordination with Design Consultant for final design.
 - Segment C
 - Reviewed the Draft 30% Engineering Feasibility Report prepared by the Design Consultant.
 - Finalized coordination and review of scope and fee for final design phase.
 - Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
 - Segment D
 - Continued coordination with Design Consultant for final design.
 - Segment E
 - Began review of Draft 30% Engineering Feasibility Report prepared by the Design Consultant.
 - Continued coordination with Design Consultant regarding ongoing field work as part of right-of-entry process and EFR development.
- Wellfield:
 - Continued coordination regarding procurement of the construction contract for Wells 6-9.
 - Prepared for and attended Bid Opening Meeting.
- Raw Water Infrastructure:
 - Coordinated with the Design Consultant to finalize and submit the 30% Engineering Feasibility Report to the TWDB.
 - Continued coordination with Design Consultant for 30% design development.
- Water Treatment Plant:
 - Coordinated with the Design Consultant to finalize draft value engineering cost analysis.
 - Continued coordination with Design Consultant for final design.
- Booster Pump Station:
 - Coordinated with Design Consultant for final design and value engineering cost analysis.
- Inline Elevated Storage Tanks:
 - Continued coordination with Design Consultant for 30% design development.
- 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 13 – Electrical Power Planning
 - Continued coordinated with ARWA concerning emergency power needs and service options for the water treatment plant and wellfield.
 - Continued coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Continued Permit coordination with Pipeline Consultants.
 - Continued coordination with Caldwell County concerning variance request for the Site Development Permit.
 - Continued General Coordination with TxDOT.
 - Continued General Coordination with GVEC and BBEC.
 - On-going Permit Tracking Log Updates.
- Task 16 – Other Services
 - Commissioning Planning
 - Continued evaluating the commissioning of the Phase 1B infrastructure.

May 2020 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 Project Advisory Committee Meeting Update.
 - Prepare and present Technical Committee Meeting Update.
 - Prepare and present Board Meeting Update.
 - Prepare for and hold Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
 - Prepare Program Quarterly Update for the Technical Committee and Board Meetings.
 - Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
 - Continue development of projected Operation and Maintenance costs.
- Task 4 – Schedule

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

- Prepare Program Quarterly Update for the for the Technical Committee and Board Meetings.
- Coordinate with Program team to integrate each project schedule into overall Program schedule.
- Task 6 – Data Management
 - Integrate executed easement documents within online GIS Web Map.
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for right-of-entry process and alignment changes.
- Task 7 – Environmental Management
 - Coordinated with Environmental Consultant to develop proposal for additional hazmat studies for Segments E.
 - Backcheck review the desktop environmental analyses of potential tank sites.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segment B, D, and E.
 - Review of draft Segment A Phase II Environmental Report prepared by the Program Environmental Consultant.
 - Perform coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
 - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.
 - Continue coordination between Program Environmental Consultant and Design Engineers.
 - Review Program Environmental invoices, schedule, and risk log.
- Task 8 – Land Acquisition Management
 - Coordinate the appraisal process for Segment A, B, D, and E parcels.
 - Coordinate with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
 - Perform weekly QC of parcel files in SharePoint, provide comments to Land Acquisition team.
 - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
 - Review Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
 - Continue field work coordination to notify landowners of upcoming field work by consultants.
- Task 9 – Texas Water Development Board Management
 - Submit the Segment A EFR to the TWDB for review.

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

- Continue preparations for reimbursement funding release.
- Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.

- Task 10 – Design Standards
 - Compile and address comments from the Manufacturer review of the Pipeline Construction Standards.
 - Prepare revised Table of Contents and Division 0 standards for the Pipeline Design Consultants.
 - Finalize the Cathodic Protection Program Standards given feedback from the PAC and Design Consultants.
 - Distribute finalized Security Standards given feedback from the PAC and Design Consultants.
 - Finalize the Fiber Standards given feedback from the PAC and Design Consultants.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Begin review of the 60% design submittal prepared by the Design Consultant.
 - Finalize and submit the Final 30% Engineering Feasibility Report to the TWDB.
 - Continue coordination with Design Consultant for final design.
 - Segment B
 - Continue coordination with Design Consultant to finalize EFR.
 - Continue coordination with Design Consultant regarding for final design.
 - Segment C
 - Finalize and backcheck the 30% Engineering Feasibility Report prepared by the Design Consultant.
 - Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
 - Segment D
 - Continue coordination with Design Consultant for final design.
 - Segment E
 - Finalize and backcheck the 30% Engineering Feasibility Report prepared by the Design Consultant.
 - Continue coordination with Design Consultant regarding ongoing field work as part of right-of-entry process and EFR development.
 - Wellfield:

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

- Continue coordination regarding procurement of the construction contract for Wells 6-9.
 - Raw Water Infrastructure:
 - Continue coordination with Design Consultant for 60% design development.
 - Water Treatment Plant:
 - Begin review of the 60% design submittal prepared by the Design Consultant.
 - Coordination with the Design Consultant to revise and finalize value engineering cost analysis.
 - Coordination with Design Consultant for final design.
 - Booster Pump Station:
 - Coordination with Design Consultant for final design.
 - Inline Elevated Storage Tanks:
 - Coordination with Design Consultant for 30% design development.
 - Coordination with Environmental Consultant concerning desktop environmental analyses of potential tank sites.
 - Other:
 - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield).
 - Review invoices, schedules, and risk logs for consultants
- Task 13 – Electrical Power Planning
 - Continue coordination with ARWA concerning emergency power needs and service options for the water treatment plant and wellfield.
 - Continue coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Prepare for and lead TCEQ Coordination Meeting.
 - Continue Permit coordination with Pipeline consultants
 - Continue Coordination with Caldwell County for variance request for the Site Development Permit.
 - Coordinate with Hays County concerning the Site Development Permit.
 - General Coordination with TxDOT.
 - Coordinate with Hays County TxDOT office concerning roadway crossings.
 - General Coordination with GVEC and BBEC.
 - Permit Tracking Log Updates.
- Task 16 – Other Services
 - Prepare additional solar analysis and memo evaluating ARWA’s potential return on investment.
 - Commissioning Planning
 - Continue evaluating the commissioning of the Phase 1B infrastructure.

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

- Finalize and submit the City of San Marcos Watershed Protection Plan for the Booster Pump Station Plat.

Scope Elements Added/Removed:

None at this time.

Outstanding Issues/Concerns:

None at this time.

HUB Participation:

56.7 % allotted by Contract (based on contract total fee)

3.1% to date of Billing

Design Consultant Certifications: N/A

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Croup, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$224,412.00	10%	\$23,154.00	\$23,154.00
CP&Y, Inc.	ABE; MBE	Program Standards, Compliance, and Project Management	\$939,880.00	7%	\$61,992.50	\$-
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$59,680.00	6%	\$3,812.00	\$-
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$437,210.00	0%	\$-	\$-
RVK Architects, Inc.	WBE	Architectural Project Management	\$47,205.00	0%	\$-	\$-
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$55,878.00	2%	\$1,062.50	\$1,062.50
		Subtotal	\$1,764,265.00	5.1%	\$90,021.00	\$24,216.50

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- G.4** 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 May 12th via a virtual meeting. The GCUWCD discussed the Monitoring Well Agreement – the exporters are working with the GCUWCD to determine what efforts the left-over money can be used for to help with DFC compliance. All remaining money will be returned to the exporters pro rata to our contributions.

Plum Creek Conservation District (PCCD)

The PCCD met on May 19th – Staff did not attend as a virtual option was not offered. No items were on the agenda that would affect the Authority.

Groundwater Management Area 13

The May GMA-13 meeting has been cancelled; it will be rescheduled once public meetings can occur again.

Region L Planning Group

The Region L Planning Group had originally planned to host public meetings in San Antonio, San Marcos and Victoria in May to receive comments on the Initially Prepared Plan. As a result of the COVID-19 pandemic, these have been converted to virtual meetings on May 7th, 21st & 28th all beginning at 6 pm. Please contact me should you wish to attend one of the meetings and I can provide more information.

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, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

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

EXECUTIVE DIRECTOR

SWIFT Update

- The Authority's financial application was deemed Administratively Complete in early May. Staff is now working to resolve detailed questions from the TWDB reviewers.

Sponsor's Water Projections

- Staff received updated water projections from most of the Sponsors. There were no dramatic changes, but we do have a new request for shared water from County Line SUD. Staff will continue with the Authority's Shared Water Policy to determine Sponsors who have excess water rights so that we an assessment and ultimate agreement can be produced.

PR RFQ

- The Committee reviewed the four submissions to the Public Relations RFQ and selected CD&P to perform these services. Staff is negotiating a contract with CD&P which will be brought to the Board for consideration in June.

Log and Calendar of Events

- Attached is the log of activities for April along with the 3-month look ahead calendar for the Executive Director.

**Executive Director
Log of Activities**

April						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			<i>1-Apr</i>	<i>2-Apr</i>	<i>3-Apr</i>	<i>4-Apr</i>
			Admin Layout /	Weekly ROW Call	Landowner call	
			FHR invoice	Jason mid-year check-in	WTP control narrative; filter layout, etc.	
			Land acquisition coordination	San Marcos Mail pickup	Tech Cmte agenda & packet	
			Essential services letter	Well Drilling bid opening		
<i>5-Apr</i>	<i>6-Apr</i>	<i>7-Apr</i>	<i>8-Apr</i>	<i>9-Apr</i>	<i>10-Apr</i>	<i>11-Apr</i>
	Sponsor invoices	WTP Control Narrative call	Technical Committee	WTP Program Call	HOLIDAY	
	LA coordination	BPS cost reduction alternatives	A/B connection coordination	Weekly ROW Call		
	ARWA/GVEC coordination	LA coordination	TWDB rates	Winkler GWDA		
			March Financial info	Phase 1A Const Meetings		
<i>12-Apr</i>	<i>13-Apr</i>	<i>14-Apr</i>	<i>15-Apr</i>	<i>16-Apr</i>	<i>17-Apr</i>	<i>18-Apr</i>
	GBRA delivery point coordination	ARWA SWIFT Application coord	Cyber security training	Weekly ROW Call	Project Advisory Cmte meeting	
	WQ delivery point	Seg C EFR workshop	Well Drilling CSP review	ARWA SWIFT Application coord	Board packet	
	March ledger review	GCWUCD Board mtg	GBRA invoice	Board packet	LA coordination	
<i>19-Apr</i>	<i>20-Apr</i>	<i>21-Apr</i>	<i>22-Apr</i>	<i>23-Apr</i>	<i>24-Apr</i>	<i>25-Apr</i>
	Land acquisition coordination	Mtg w/ landowner re: Seg B alignment	Valve locations; WTP coordination	Weekly ROW Call	Check coordination	
	Review electrical details	SWIFT coordination	Board Mtg	Resolution coordination	Filing / mail	
	Review draft geotech report	RFQ coordination	SWIFT coordination	Route coordination	Review applicants	
	Mail				RFQ coordination	
<i>26-Apr</i>	<i>27-Apr</i>	<i>28-Apr</i>	<i>29-Apr</i>	<i>30-Apr</i>		
	Parcel coordination	SWIFT letter	PR RFQ responses	Weekly ROW call		
	Preparing draft budget	Pick-up checks	Critical parcel discussions	WTP Monthly progress mtg		
	Winkler GWDA coordination	Segment E EFR review	TWDB SWIFT application	CM&I RFQ coordination		

May 2020

May 2020							June 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 26	27	28	29	30	May 1 9:30am Pick-Up Mail (San Marcos) 2:00pm Alliance Water - CM&I RFQ Review	2
3	4 1:30pm ARWA Phase 1B Weekly Progress 2:00pm ARWA - SWIFT 3:00pm ARWA1BWTP -	5 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler,	6 10:00am GoToMeeting Invitation - 2:00pm GBC virtual meeting (webex - see	7 9:00am ARWA1BPRG - BPS and WTP 1:00pm ARWA1B - WTP Generator / Rate	8 1:00pm Weekly ROW Call (Rescheduled) 2:30pm GBRA Carrizo Water Supply Project	9
10	11 1:30pm ARWA Phase 1B Weekly Progress 6:30pm CRWA Board 6:30pm Board of	12 10:00am ARWA1BPRG - TCEQ Coordination 5:30pm GCUWCD Board Meeting (GCUWCD	13 2:00pm ARWA Title Discussion (Webex) - 3:00pm ARWA Technical Committee Meeting	14 8:00am ARWAP1BSC - 8:30am ARWA1B - Title 11:00am ARWA1B - 1:00pm ARWA1BSD -	15 9:00am Project Advisory 11:15am Pick-Up 12:00pm Operator 2:00pm Operator	16
17	18 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	19 10:00am CM&I Coordination 11:00am ARWA1B - 3:00pm Chris Betz -	20 11:00am ARWA1BPRG - TCEQ follow-up (Microsoft Teams Meeting) - Marisa	ARWA1BSA - Segment A 60% Design Review period - Cobler, Nathan 11:00am ARWA1B - Weekly ROW Call 6:00pm Region L Public		23
24	25	26	27	28	29	30
ARWA1BSA - Segment A 60% Design Review period - Cobler, Nathan						
	MEMORIAL DAY HOLIDAY 1:30pm ARWA Phase 1B		10:00am BOM Meeting 10:00am CRWA Board of 3:00pm ARWA Board	11:00am ARWA1B - Weekly ROW Call (Skype Meeting) -	1:00pm ARWA1BWTP - 60% Design Workshop (Microsoft	
31 ARWA1BSA - Segment A 60%	Jun 1	2	3	4	5	6

June 2020

June 2020						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1	2	3	4	5	6
	ARWA1BSA - Segment A 60% Design Review period - Cobler, Nathan					
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	9:00am Alliance Water - Monthly Check-in (Skype Meeting) - Cobler, Nathan		11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan		
7	8	9	10	11	12	13
	ARWA1BSA - Segment A 60% Design Review period - Cobler, Nathan					
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:30pm CRWA Board Meeting (CRWA)	5:30pm GCUWCD Board Meeting (GCUWCD Offices)	3:00pm ARWA Technical Committee Meeting (Kyle Public Works)	11:00am ARWA1B - Weekly ROW Call 1:30pm ARWA 1A 1:30pm Phase 1A 3:00pm ARWA 1A-B		
14	15	16	17	18	19	20
	ARWA1BSA - Segment A 60% Design Review period - Cobler, Nathan					
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	1:00pm PCCD Meeting (Lockhart, Texas, United States)		11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	9:00am Project Advisory Committee Meeting (Kyle Public Works)	
21	22	23	24	25	26	27
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola		10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD)	11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan		
28	29	30	Jul 1	2	3	4
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	9:00am Alliance Water - Monthly Check-in (Skype Meeting) - Cobler, Nathan				

July 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1	2 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	3 INDEPENDENCE DAY HOLIDAY	4
5	6 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola 4:00pm Dr. Hong (Virtual)	7	8 3:00pm ARWA Technical Committee Meeting (Kyle Public Works)	9 11:00am ARWA1B - Weekly ROW Call 1:30pm ARWA 1A Monthly Updates - 1:30pm Phase 1A 3:00pm ARWA 1A-B	10	11
12	13 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:30pm CRWA Board Meeting (CRWA)	14 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	15 Texas Water (Ft. Worth)	16 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	17 9:00am Project Advisory Committee Meeting (Kyle Public Works)	18
19	20 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	21 1:00pm PCCD Meeting (Lockhart, Texas, United States)	22 10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD)	23 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	24	25
26	27 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	28	29	30 9:30am Region L Meeting (San Antonio Water System (2800) 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) -	31	Aug 1

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- I.1 Consider adoption of Resolution 2020-05-27-001 approving Work Order #5 with Blanton & Associates, Inc. for additional hazardous materials testing associated with the Phase 1B Segment E project. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
-

Background/Information

Alliance Water is negotiating a work order with Blanton & Associates for additional hazardous material testing associated with the Phase 1B Segment E project. The final work order will not be complete until Tuesday, May 26th – the information and Board packet will be sent out at that time.

Attachment(s)

- INFORMATION TO BE PROVIDED PRIOR TO MEETING

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-001 approving Work Authorization #5 with Blanton & Associates, Inc. for additional hazardous material testing associated with the Authority's Phase 1B Segment E Project.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- I.2** Consider adoption of Resolution 2020-05-27-002 approving a Master Agreement and Work Order #1 with Pape-Dawson Engineers, Inc., for Construction Management and Inspection Services related to the Phase 1B Program. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority issued RFQ 2019-003 in December 2019 for the Construction Management & Inspection Services for the Authority's Phase 1B Program. Nine responses were received and scored (see attached results) with the committee selecting the highest scorer, Pape-Dawson, Engineers, Inc. (Pape-Dawson).

The Executive Director negotiated the Master Agreement and the attached scope and fee for the constructability reviews for 60% submittals of the Segment A & B pipelines and the Water Treatment Plant with Pape-Dawson. The effort includes review of the engineering plans, a cursory review of the specifications and participation in the design review workshops.

Staff anticipates multiple work orders over the next several years with Pape-Dawson for the construction management and inspection work.

Below are some of the key facts regarding the proposal:

Firm: Pape-Dawson Engineers, Inc.

Fee: \$64,280

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

Anticipated Duration: 2 months

Project Manager: Chris Noe, P.E.

Key Subconsultants: Foster CM Group, TEC Consulting & JH Engineering

Staff is requesting Board approval of the Master Agreement and Work Order#1 with a fee not-to-exceed \$64,280.

Attachment(s)

- Resolution 2020-05-27-002
- Master Agreement with Pape-Dawson
- ARWA Phase 1B CM&I – Work Order #1 Proposal dated May 22, 2020.
- Review Committee Scoring of Proposals for the CM&I RFQ

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-002 approving a Master Agreement and Work Order #1 with Pape-Dawson Engineers, Inc. for Construction Management & Inspection Services related to the Authority's Phase 1B Program.



ALLIANCE WATER

RESOLUTION NO. 201200527-002

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

RECITALS:

1. The Alliance Regional Water Authority (the "Authority") is need of construction management and inspection services in order for the Authority's Phase 1B Program to be completed appropriately.

2. The Authority issued a request for qualifications (RFQ) for Construction Management & Inspection Services in December 2019. The review committee selected Pape-Dawson Engineer's Inc. (Pape-Dawson) as the highest scoring response to the RFQ for the Authority's Phase 1B Program.

3. The Authority anticipates the possibility of contracting with Pape-Dawson for multiple work orders, therefore a master services agreement is necessary.

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

5. The Master Agreement was negotiated by the Executive Director and Legal Counsel of the Authority. The scope of services and fee for the attached work order was negotiated by the Executive Director. 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 Master Agreement and work order for Constructability Review Services for the Phase 1B Program between the Authority and Pape-Dawson is approved.

SECTION 2. The Chair of the Authority's Board of Directors is authorized to execute the attached Master Agreement on behalf of the Authority.

SECTION 3. The Authority's Executive Director, Graham Moore, is authorized to execute the attached Work Order #1 on behalf of the Authority.

Resolution 20200527-002
Phase 1B CM&I Services

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

ADOPTED: May 27, 2020.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

Master Agreement between Alliance Regional Water Authority and Pape-Dawson Engineers, Inc. for Professional Engineering Services

This Master Agreement (this "Agreement") is made as of _____ between the Alliance Regional Water Authority ("Alliance Water"), a political subdivision of the State of Texas, and Pape-Dawson Engineers, Inc. (the "Consultant"), a corporation. The services the Consultant will provide to Alliance Water under this Agreement relate generally to the development of water supply projects by Alliance Water.

Alliance Water and the Consultant, in consideration of their mutual covenants in this Agreement, agree as set forth in this Agreement and in each Work Order issued by Alliance Water to the Consultant.

This Agreement does not obligate Alliance Water to issue Work Orders to the Consultant, but this Agreement will control and govern all services performed by the Consultant under Alliance Water Work Orders, and will define the rights, obligations, and liabilities of Alliance Water and the Consultant.

Section 1. Work Orders

A. Alliance Water may from time to time request the Consultant to perform services under this Agreement by issuing a Work Order to the Consultant. The Work Order will set forth a scope of work that includes:

1. The project name, if a specific project is involved;
2. The location of the work site, if work on a project site is involved;
2. A description of the services to be performed, including data to be collected, analyses to be performed, engineering design to be completed and **coordination with Alliance Water's contractors, other consultants, and regulatory authorities**, and deliverables to be provided;
3. A schedule for commencement, progress and completion of the services;
4. **Whether the Consultant's cost proposal** is based on a fixed-fee, hourly rate, or other method of compensation; if a fixed fee will be used, any significant assumptions associated with the fee amount will be stated; and
5. Any other specifications or requirements applicable to the services.

B. If compensation in a Work Order is based on a fixed fee, and the Work Order includes assumptions **associated with the fee, the assumptions will serve as a general guide for the Consultant's level of effort.** The assumptions will not be used as a basis for a requests for additional compensation unless the **Consultant's** level of effort is a substantial deviation from the previously agreed scope of services. The Consultant will notify Alliance Water of any work the Consultant considers to be such a substantial deviation and submit a request for additional compensation with an estimate of **the Consultant's** additional fees prior to performing the work. The Consultant will provide any clarifying information requested by Alliance Water. Alliance Water will promptly render a decision on the request, which will be final.

C. A Work Order may be prepared in draft form by Alliance Water and provided to the Consultant for comment and development of a cost proposal, or it may be prepared in draft form by the Consultant for comment by Alliance Water.

D. Upon Alliance Water's approval of a Work Order, the Consultant will commence performing the services. Facsimiles or emails of Work Orders may be used in emergency situations to expedite the commencement of services.

Section 2. Standards of Performance

A. The performance of all services by the Consultant under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.

B. In performing all services under this Agreement, the Consultant will use the standards of care and skill exercised for similar engagements by professional engineering firms possessing a statewide or national reputation for the types of services involved under this Agreement.

C. Any provisions in this Agreement pertaining to Alliance Water's review, approval or acceptance of written materials prepared by the Consultant in connection with this Agreement will not diminish the Consultant's responsibility for the materials.

D. The Consultant will perform all of its services in coordination with Alliance Water and its Program Manager / **Owner's Representative**. **The Consultant** will advise Alliance Water of data and information the Consultant needs to perform its services, and the Consultant will meet with Alliance Water representatives at mutually convenient times to assemble this data and information.

E. In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

F. The Consultant understands that funds for these services are being provided by the Texas Water **Development Board from the State Water Implementation Fund of Texas ("SWIFT")**. **The Consultant** will perform all of its services in accordance with applicable laws, rules and regulations related to SWIFT funding, including, without limitation, those relating to environmental matters and participation by historically underutilized businesses.

Section 3. Consultant's Responsibilities

A. The Consultant will perform all of the services described in each Work Order in a timely, professional manner in accordance with the schedule and the Standards of Performance stated in Part 2 above.

B. The Consultant will submit detailed monthly invoices to Alliance Water during the period of the Consultant's **performance of services showing either the percentage of work completed (fixed fee agreements)**, or the services performed and the personnel and hourly rates (hourly rate agreements). Reimbursable expenses, if not included in other fees, will be charged at cost.

C. The Consultant **will secure Alliance Water's prior written approval for the Consultant's subcontracting** of any services under this Agreement. If a subcontractor is identified in a Work Order, approval of the Work Order by Alliance Water will constitute approval of the subcontractor. Any change in subcontractor

by the Consultant will be subject to the written approval of Alliance Water. The Consultant will ensure that any services subcontracted are specified by a separate written agreement that includes a statement that the agreement is subject to all terms and provisions of this Agreement.

Section 4. Alliance Water's Responsibilities

A. Alliance Water will provide information to the Consultant regarding **Alliance Water's requirements for the Consultant's services under this Agreement. Alliance Water will furnish the Consultant with copies of Alliance Water policies and procedures, and other data and information in Alliance Water's possession needed by the Consultant, at the Consultant's request.**

B. Alliance Water will designate an authorized representative to act on Alliance Water's behalf with respect to this Agreement. Alliance Water reserves the right in its sole discretion to modify this designation with respect to all or part of the Phase 1B Program.

C. Alliance Water will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by Alliance Water.

D. Alliance Water will make payments to the Consultant on a monthly basis during the period of the Consultant's performance of services. **Payments will be made within 30 days of receipt of invoices by Alliance Water.** If a material question arises about a portion of an invoice, Alliance Water will pay the remainder of the invoice pending resolution of the question.

Section 5. Consultant's Records

A. All expense records of the Consultant related to this Agreement will be kept on a recognized accounting basis acceptable to Alliance Water and will be available to Alliance Water at mutually convenient times.

B. Alliance Water and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

C. The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to Alliance Water, for a period of three years, except that in the event the Consultant goes out of business during that period, it will turn over to Alliance Water all of its records relating to this Agreement for retention by Alliance Water.

D. The Consultant will furnish to Alliance Water at such time and in such form as Alliance Water may require, financial statements including audited financial statements, records, reports, data and information, as Alliance Water may request pertaining to the matters covered by this Agreement.

Section 6. Ownership of Documents

All documents prepared by the Consultant in connection with this Agreement will become the property of Alliance Water whether or not any project related to this Agreement is executed. Alliance Water agrees such documents are not intended or represented to be suitable for reuse for another project by Alliance

Water or others. Any such reuse by Alliance Water or anyone who obtains the documents from Alliance Water without written verification or adaptation by the Consultant will be without liability or legal exposure to the Consultant.

Section 7. Term; Termination of Agreement

- A. The term of this Agreement begins upon its execution by Alliance Water, and will end upon the Consultant's completion, and Alliance Water's acceptance, of all services described in this Agreement.
- B. This Agreement may be terminated by either party upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- C. This Agreement may be terminated at will by Alliance Water upon 30 days prior written notice to the Consultant.
- D. In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the termination date which are deemed by Alliance Water to be in accordance with this Agreement. This amount will be paid by Alliance Water upon the Consultant's delivering to Alliance Water a final report of the status of its services under this Agreement, whether completed or in progress.

Section 8. Insurance and Indemnity

- A. The Consultant will hold harmless and indemnify Alliance Water and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the Consultant, its officers, employees or agents under this Agreement. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by Alliance Water arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for breach of fiduciary duty or malfeasance, or personal injuries, death or damages to property. The Consultant is required under Section 8.B below to insure Alliance Water as an additional insured under the Consultant's liability insurance policies, with the exception of Professional Liability, and the Consultant will provide Alliance Water with any defense against liability that is provided under the Consultant's liability insurance policies. **To the extent Alliance Water incurs reasonable attorney's fees in defending against a liability claim, the Consultant will reimburse Alliance Water for such fees in proportion to the Consultant's liability.**
- B. The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to Alliance Water a certificate or certificates in a form satisfactory to Alliance Water, showing that the Consultant has complied with this paragraph. All certificates will provide that the policy will not be canceled until at least 30 days written notice has been given to Alliance Water, and **will name Alliance Water as an additional insured on all coverages except workers' compensation and professional liability.** The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence, (2) Motor vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, not less than \$500,000 for all injuries in a single accident, and not less than \$250,000 for property damage, and (3) Professional liability insurance in an amount not less than \$1,000,000.

C. The stated limits of insurance required by this Paragraph are minimum only--they do not limit the Consultant's **indemnity obligation, and it will be the Consultant's responsibility to determine what limits** are adequate. These limits may be met by basic policy limits or any combination of basic limits and **umbrella limits. Alliance Water's acceptance of certificates of insurance that do not comply with these** requirements in any respect does not release the Consultant from compliance with these requirements.

Section 9. Miscellaneous Provisions

A. This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

B. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.

C. In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability.

D. All references in this Agreement to any particular gender are for convenience only and will be **construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this** Agreement.

E. The provisions of this Agreement are deemed to be severable. If any provision in this Agreement is found to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect.

F. All services provided pursuant to this Agreement are for the exclusive use and benefit of Alliance Water.

G. Alliance Water is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Public Information Act. However, the Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of Alliance Water.

H. Each party represents that this Agreement has been approved in accordance with all applicable rules **and policies, and the party's signatories are fully authorized to execute this Agreement on behalf of the** party. Alliance Water and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

Neither Alliance Water nor the Consultant may assign, sublet or transfer any interest in this Agreement without the written consent of the other.

I. This Agreement represents the entire and integrated agreement between Alliance Water and the Consultant, and it supersedes all prior negotiations, representations or agreements either written or oral. Changes in the **Consultant's** scope of services or compensation in a Work Order issued under this Agreement are subject to the written approval of Alliance Water in accordance with its policies. Otherwise, **this Agreement may be amended only by written instrument approved by Alliance Water's** governing body and signed by both Alliance Water and the Consultant.

J. Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

K. In the event of any conflict between this Agreement and the provisions of any exhibit or attachment to this Agreement, or any Work Order issued under this Agreement, the provisions imposing greater responsibility on the Consultant will control.



L. Any notice required under this Agreement shall be in writing, to the following address, and given personally, by registered or certified mail, return receipt requested, by a nationally recognized overnight courier service, or by confirmed email. All notices shall be effective upon the date of receipt. A party that changes its notice information will notify the other party of the change no later than the date the change takes effect.

Consultant:
Cara C. Tackett, PE, Sr. Vice President
Pape-Dawson Engineers, Inc.
2000 NW Loop 410
San Antonio, TX 78213
Email: ctackett@pape-dawson.com

Alliance Regional Water Authority
Graham Moore, Executive Director
Alliance Regional Water Authority
630 East Hopkins Street
San Marcos, TX 78666
Email: gmoore@alliancewater.org

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

Alliance Regional Water Authority	Pape-Dawson Engineers, Inc.
	
Chris Betz, Chair, Board of Directors	Signature
	Cara C. Tackett, PE, Sr. Vice President
Attest:	Attest (for corporation)
	
James Earp, Secretary, Board of Directors	Signature
	Chris Noe, PE, Sr. Project Manager
	5/22/2020
Date	Date



May 22, 2020

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

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

Dear Mr. Moore:

We are pleased to present this proposal for providing construction management and inspection services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

- I. GENERAL ENGINEERING AND PLANNING SERVICES (TASK 502) \$64,280**
- A. 60% Segment A & Segment B - Design Standard & Specification**
- Constructability Review**
- Cursory review of Design Standard and Specifications to become acquainted with the project requirements. Will not perform an in-depth review of these documents.
 - Review of route and information provided in GIS to include impact of flood plains, geotechnical and ground-water levels on construction. Will also check to see if natural and foreign utility concerns are shown on plans.
 - Review plans for constructability concerns:
 - Clearly defined permanent easements and construction easements
 - Adequate access points from public roads for labor force, construction equipment, and materials delivery
 - Adequate material storage areas
 - Construction trailer locations
 - Temporary and permanent fencing
 - Construction site entrance/exit protection
 - Clearly identified tree protection
 - Landowner access during construction
 - Landowner special conditions, e.g. livestock protection
 - Adequate room for normal construction activities
 - Review of road, creek, river, and tunnel crossings
 - Review plans and identify conflict or potential impacts during construction between disciplines including recommendations for phasing of work if required and how to specify coordinated work where segments connect
 - Review joint and thrust restraints and any impact on constructability.

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

San Antonio | Austin | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

- Provide compiled review comments using the excel spreadsheet provided by Kimley-Horn. Will provide red-line markups on plan sheets as needed to clarify comments.
- Issues that are found that required a field visit will be added to the review comments and addressed in the next work order.
- Participation in review workshop to be hosted by Alliance. Attendance will include Principal-In-Charge (PD), Project Manager (PD), and Construction Manager (FCM).

B. 60% Water Treatment Plant - Specification and Constructability Review

- cursory review of Design Standard and Specifications to become acquainted with the project requirements. Will not perform an in-depth review of these documents.
- Review plans and identify conflict or potential impacts during construction between disciplines.
- Provide comments or recommendations for phasing of work if required.
- Review structural drawings for constructability concerns of potential conflicts.
- Review process drawings for constructability and maintainability for ARWA future Operations Staff.
- Review piping and layout and identify potential future issues.
- Review Electrical and verify coordination with vendors, relays, arch flash and coordination studies.
- Review SCADA and I&C to ensure component provided in contract and specifications are coordinated accordingly. Ensure standardization for ARWA SCADA Operations in future.
- One field visit to the WTP site.
- Participation in review workshop to be hosted by Alliance. Attendance will include Principal-In-Charge (PD), Project Manager (PD), and Construction Manager (TEC).

C. Estimate of costs: See attached.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Attendance of three (3) review workshop meetings. Assumes one 4-hour meeting Segment A, Segment B, and WTP.*
- ◆ *No review by Commissioning Manager. This review will be done at the 90% review.*
- ◆ *One site visit to the WTP facility location. No site visits to Segments A or B.*
- ◆ *No review of Division 0 specification on this work order. This review will be done at next work order. The focus of this work order will be on providing constructible plan sets. Biddable item review will be done on the next work order.*
- ◆ *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*

COMPENSATION

Basis of Compensation

Pape-Dawson's compensation for the above services will be a charge for personnel services plus an hourly charge for specialized equipment and computers. A budget of **\$64,280** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does not include any Direct Expenses (defined below) or applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

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

Agreement

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

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

Sincerely,
Pape-Dawson Engineers, Inc.



Chris Noe, P.E.
Sr. Project Manager

Attachment

- Work Order #1 Rates and Work Estimate

O:\Marketing\Proposals\Letters\2020\2005\200519a4 (20-01889) SA (W0617-19).docx

Work Order #1 Rates and Work Estimate

60% Pipeline Design Standard & Specification Cursory Review

<u>Name</u>	<u>Project Role</u>	<u>Hrs</u>	<u>Rates</u>	<u>Total</u>
Chris Noe	Project Manager	6	\$ 230.00	\$ 1,380.00
Hank Waggy	Construction Manager	6	\$ 220.00	\$ 1,320.00
Subtotal		12		\$ 2,700.00

60% Segment A Constructability Review

<u>Name</u>	<u>Project Role</u>	<u>Hrs</u>	<u>Rates</u>	<u>Total</u>
Chris Noe	Project Manager	24	\$ 230.00	\$ 5,520.00
Hank Waggy	Construction Manager	24	\$ 220.00	\$ 5,280.00
Subtotal		48		\$ 10,800.00

60% Segment B Constructability Review

<u>Name</u>	<u>Project Role</u>	<u>Hrs</u>	<u>Rates</u>	<u>Total</u>
Chris Noe	Project Manager	24	\$ 230.00	\$ 5,520.00
Hank Waggy	Construction Manager	24	\$ 220.00	\$ 5,280.00
Subtotal		48		\$ 10,800.00

60% Water Treatment Plant Specification Cursory Review

<u>Name</u>	<u>Project Role</u>	<u>Hrs</u>	<u>Rates</u>	<u>Total</u>
Mike Mahana	Electrical Designer/Inspector	5	\$ 200.00	\$ 1,000.00
Josh Varghese	SCADA Manager	20	\$ 200.00	\$ 4,000.00
Subtotal		25		\$ 5,000.00

60% Water Treatment Plant Constructability Review

<u>Name</u>	<u>Project Role</u>	<u>Hrs</u>	<u>Rates</u>	<u>Total</u>
Jonathan Tran	Construction Manager	25	\$ 220.00	\$ 5,500.00
Ben Lane	Senior Inspector	35	\$ 180.00	\$ 6,300.00
Kirkland Fordham	Senior Inspector	35	\$ 180.00	\$ 6,300.00
Mike Mahana	Electrical Designer/Inspector	20	\$ 200.00	\$ 4,000.00
Josh Varghese	SCADA Manager	15	\$ 200.00	\$ 3,000.00
Subtotal		130		\$ 25,100.00

Review Workshops

<u>Name</u>	<u>Project Role</u>	<u>Hrs</u>	<u>Rates</u>	<u>Total</u>
Kim Keefer	Principal-In-Charge	12	\$ 300.00	\$ 3,600.00
Chris Noe	Project Manager	12	\$ 230.00	\$ 2,760.00
Hank Waggy	Construction Manager	8	\$ 220.00	\$ 1,760.00
Jonathan Tran	Construction Manager	4	\$ 220.00	\$ 880.00
		36		\$ 9,000.00

Administrative Time	8	\$ 110.00	\$ 880.00
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Totals	307		\$ 64,280.00
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Alliance Regional Water Authority - RFQ 2019-003 Construction Management & Inspection

Submittal Information									
ID Number:	1	2	3	4	5	6	7	8	9
Company Name:	Jacobs Project Management Company	Garver, LLC	RH Shackelford, Inc.	LJA Engineering, Inc.	Pape-Dawson Engineers, Inc.	Black & Veatch Corp.	CDM Smith Inc.	Weston Solutions, Inc.	Heneco Engineering & Consulting, LLC
Primary Contact:	Jim McLean	James Schmerber	Kent Power	Stuart Cowell	Chris Noe	Joseph Aillet	David Briggs	Sam Irrinki	Alex Dawotola
Location:	Austin, TX 312-612-7273	Houston, TX 713-491-8333	San Antonio, TX 361-675-0964	Round Rock, TX 512-439-4717	San Antonio, TX 210-375-9000	San Antonio, TX 512-504-2406	Austin, TX 512-346-1100	Austin, TX 512-651-7100	Houston, TX 281-717-4253
Statement of Qualifications									
Team & Quals (out of 125)	109	92	99	89	118	113	117	105	54
Project Approach (out of 125)	108	94	101	101	119	111	118	96	39
Past Performance (out of 125)	106	99	93	83	119	108	114	109	65
Hourly Rates & Fees (out of 100)	79	60	77	79	80	73	77	84	87
HUB Participation (out of 25)	23	25	25	25	25	25	25	25	17
TOTAL SCORE	425	370	395	377	461	430	451	419	262
(RANK)	4	8	6	7	1	3	2	5	9

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- I.3** Discussion of the draft Alliance Water budget for FY 2020-21; and possible direction to staff. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Attached is initial draft budget information for FY 2020-21.

The Authority's Financial Policies call for the following schedule as it relates to the budget process:

<u>Deadline</u>	<u>Action</u>
May 31st	Summary Prelim Budget presented to Technical Committee and Board
June 30th	Proposed Budget presented to Technical Committee
July 31st	Draft budget recommended by the Technical Committee to the Board
August 31st	Approval of budget for ensuing year

Note: The Administrative Committee is recommending that the final adoption of a budget be moved up to the end of July.

Status of FY 19-20 Budget

Prior to discussing some items related to next year's budget, below is a brief status on the current year's budget:

- Operations & Maintenance Expenditures are projected to be about \$2.0 million which is 7% below the budgeted amount.
- Capital Expenditures are projected to be about \$3.39 million which is 22% below the budgeted amount. This is driven primarily by the initial debt service payments for the 2019 bonds are significantly lower than were projected.
- Operating Revenue is projected to be approximately \$6.59 million which is about 1% above the budgeted amount.

Draft FY 20-21 Budget

Below are some of the highlights of the Agency FY 20-21 budget (Appendix A):

- Budget assumes part-time bookkeeper full-time operator for the entire fiscal year.
- No significant changes in consultant expenditures.
- Includes Facility O&M for the first time (Phase 1A Booster Pump Station).
- Assumes cash funding of \$75,000 for an update to the Regional Wastewater Treatment Plant Study.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- Debt service payments for 2015, 2017 and 2019 issuances match the final debt service tables.

The Projects Budget (Appendix B) is under review and will be presented in the future. The same goes for the Water Sharing budget (Appendix D).

Appendix C projects out revenues and expenditures for the Authority for the next five years. The water sharing expenditures to be paid by Buda have been included, but the revenues to Kyle and San Marcos have been excluded from this analysis.

The table below summarizes the payments made by each Sponsor in support of the Operating Budget and Debt Service in FY 2018-19, those being made in FY 2019-20, what was previously projected for FY 2020-21 and what is initially projected for FY 2020-21.

SPONSOR	ACTUAL 2018-19	APPROVED 2019-20	PROJECTED 2020-21	INITIAL ESTIMATES 2020-21
San Marcos	\$1,563,449	\$2,127,117	\$4,288,127	\$4,100,430
Kyle	\$1,296,685	\$1,884,978	\$3,307,207	\$3,166,740
Buda	\$220,055	\$302,043	\$612,868	\$586,350
Canyon Regional Water Authority	\$1,472,650	\$2,158,870	\$3,673,622	\$3,536,100
TOTAL	\$4,584,440	\$6,473,008	\$11,881,824	\$11,389,620

A meeting is scheduled with the Administrative Committee on May 29th to discuss the administrative portions of the budget.

Staff is seeking input from the Board on the draft budget.

Attachment(s)

- Draft Budget FY 2020-21 dated May 7, 2020

Board Decision(s) Needed:

- Possible Direction to Staff.

Alliance Regional Water Authority
APPENDIX A: FY 2020-21 GENERAL OPERATIONS BUDGET

ATTACHMENT A - DRAFT 2020-05-07

Expense	Actual FY 2018/19	Approved (as Amended) FY 2019/20	Estimated FY 2019/20	Proposed FY 2020/21
Operations Expenditures				
Royalties & Permit Fees				
Groundwater Royalties	1,192,172.00	1,355,600.00	1,320,000.00	1,355,600.00
Permit Fees	71,311.00	75,570.00	75,538.00	90,300.00
Total Royalties & Permit Fees	1,263,483.00	1,431,170.00	1,395,538.00	1,445,900.00
Contract Services				
Agency Mgmt Public Relations	39,530.80	50,000.00	24,000.00	50,000.00
Contract Services-Lobbyist	72,000.00	72,000.00	72,000.00	78,000.00
Auditing fees	10,505.00	11,300.00	10,715.00	13,000.00
Legal Fees	108,030.00	105,000.00	95,000.00	105,000.00
Total Contract Services	230,065.80	238,300.00	201,715.00	246,000.00
Regional Water Planning Contribution	1,048.67	2,500.00	1,500.00	2,500.00
Admin Operations				
Dues	6,480.00	7,000.00	6,500.00	7,250.00
Bank Fees	1,702.53	1,000.00	2,500.00	1,000.00
Insurance - Liability, E&O	3,172.56	5,000.00	2,375.00	5,000.00
Non-Project Newspaper Public Notices	2,023.00	500.00	0.00	500.00
Printing and Copying	394.09	2,500.00	1,000.00	2,500.00
Telephone, Telecommunications	2,700.00	3,800.00	2,000.00	3,800.00
Supplies	6,756.61	6,000.00	8,600.00	10,000.00
Admin Operations - Other	0.00	8,200.00	6,000.00	7,500.00
Total Admin Operations	23,228.79	34,000.00	28,975.00	37,550.00
Travel, Conferences & Meetings	4,459.97	4,000.00	3,500.00	4,000.00
Employee Expenses				
Existing Employees		258,198.00	0.00	
New Employees		66,583.33	0.00	
Salaries and wages	245,291.02	324,781.33	280,000.00	342,400.00
Auto Allowance	10,200.06	16,600.00	14,000.00	17,150.00
Phone Allowance	0.00	0.00	0.00	3,600.00
Payroll taxes	17,541.40	26,115.67	22,000.00	25,344.38
Employee Insurance	21,191.23	33,012.00	25,000.00	26,414.14
Retirement	16,336.35	22,182.57	20,000.00	25,420.50
Licenses & Permits	40.00	1,000.00	1,000.00	1,700.00
Mileage Reimbursement	0.00	1,200.00	400.00	800.00
Employee Expenses - Other	0.00	1,160.00	1,160.00	4,000.00
Total Employee Expenses	310,600.06	426,052.00	363,560.00	446,829.01
Total Operations Expenditures	1,832,890.00	2,136,020.00	1,994,790.00	2,182,780.00
Facility O&M Expenditures				
General - O&M Expenditures	0.00	0.00	0.00	500.00
Well Field - O&M Expenditures	0.00	0.00	0.00	0.00
WTP - O&M Expenditures	0.00	0.00	0.00	0.00
Maxwell BPS - O&M Expenditures	0.00	0.00	0.00	0.00
Buda BPS - O&M Expenditures	0.00	0.00	0.00	19,510.00
Kyle EST - O&M Expenditures	0.00	0.00	0.00	0.00
SH-123 EST - O&M Expenditures	0.00	0.00	0.00	0.00
Total O&M Expenditures	0.00	0.00	0.00	20,010.00

Alliance Regional Water Authority
APPENDIX A: FY 2020-21 GENERAL OPERATIONS BUDGET

ATTACHMENT A - DRAFT 2020-05-07

	Actual FY 2018/19	Approved (as Amended) FY 2019/20	Estimated FY 2019/20	Proposed FY 2020/21
Capital Expenditures				
Projects-in-Progress (Cash)				
Legal Support	9,240.17	25,000.00	20,000.00	25,000.00
Hydrogeologic Support	52,290.10	25,000.00	25,000.00	25,000.00
Total Projects-in-Progress (Cash)	61,530.27	50,000.00	45,000.00	50,000.00
Projects-in-Progress Eng. (Cash)				
Engineering - General	0.00	75,000.00	0.00	75,000.00
GIS Development	5,268.75	25,000.00	20,000.00	20,000.00
Total Projects-in-Progress Eng. (Cash)	5,268.75	100,000.00	20,000.00	95,000.00
Projects-in-Progress Construction				
Construction -GCUWCD Monitor Wells	101,372.38	0.00	0.00	0.00
Total Projects-in-Progress Construction	101,370.00	0.00	0.00	0.00
Debt Service Payment				
Series 2015a (CRWA)	248,918.50	247,586.50	247,586.50	250,977.00
Series 2015b (Kyle)	177,806.50	177,032.50	177,032.50	181,087.50
Series 2017a (CRWA)	497,816.00	500,814.00	500,814.00	498,561.50
Series 2017b (Kyle)	456,883.50	455,035.50	455,035.50	452,995.50
Series 2017c (San Marcos)	720,739.00	722,337.00	722,377.00	723,522.00
Series 2017d (Buda)	100,675.50	100,203.00	100,203.00	104,678.00
Series 2019a (CRWA)	0.00	700,000.00	403,005.01	1,287,478.50
Series 2019b (Kyle)	0.00	605,000.00	367,710.69	1,174,531.50
Series 2019c (San Marcos)	0.00	580,000.00	303,502.29	1,897,305.00
Series 2019d (Buda)	0.00	85,000.00	43,048.51	268,481.00
Series 2020a (CRWA)	0.00	0.00	0.00	750,000.00
Series 2020b (Kyle)	0.00	0.00	0.00	675,000.00
Series 2020c (San Marcos)	0.00	0.00	0.00	610,000.00
Series 2020d (Buda)	0.00	0.00	0.00	90,000.00
Total Debt Service Payment	2,202,840.00	4,173,010.00	3,320,320.00	8,964,620.00
Total Capital Expenditures	2,371,010.00	4,323,010.00	3,385,320.00	9,109,620.00
Total Expense	4,203,900.00	6,459,030.00	5,380,110.00	11,312,410.00
Ordinary Income/Expense				
Beginning Unreserved Fund Balance	1,447,920.00	1,901,881.58	1,901,881.58	3,112,110.00
Revenue				
Project Contribution				
City of San Marcos	1,563,449.00	2,127,117.00	2,127,117.00	4,100,430.00
City of Kyle	1,296,685.00	1,884,978.00	1,884,978.00	3,166,740.00
City of Buda	220,056.00	302,043.00	302,043.00	586,350.00
Canyon Regional Water Authority	1,472,650.00	2,158,870.50	2,158,870.50	3,536,100.00
Project Contribution - Other	0.00	31,600.00	63,200.00	31,600.00
Total Project Contribution	4,552,840.00	6,504,608.50	6,536,208.50	11,421,220.00
TexStar Interest Revenue				
City of San Marcos	43,590.30	15,000.00	16,400.00	4,300.00
City of Kyle	34,242.58	11,250.00	12,880.00	3,400.00
City of Buda	6,175.09	1,875.00	2,325.00	600.00
Canyon Regional Water Authority	37,548.94	12,750.00	14,125.00	3,700.00
TexStar Interest Revenue - Other	0.00	0.00	0.00	0.00
Total TexStar Interest Revenue	121,556.91	40,875.00	45,730.00	12,000.00
Broadway Interest Revenue				
City of San Marcos	5,107.34	1,500.00	3,000.00	550.00
City of Kyle	3,896.09	1,125.00	2,250.00	425.00
City of Buda	695.41	190.00	400.00	75.00
Canyon Regional Water Authority	4,372.20	1,275.00	2,750.00	450.00
Broadway Interest Revenue - Other	0.00	0.00	0.00	0.00
Total Broadway Interest Income	14,071.04	4,090.00	8,400.00	1,500.00
Total Operating Revenue	4,688,470.00	6,549,570.00	6,590,340.00	11,434,720.00
Total Funds Available	6,136,390.00	8,451,451.58	8,492,221.58	14,546,830.00
Net Income	484,570.00	90,540.00	1,210,230.00	122,310.00
Ending Unreserved Balance	1,901,881.58	1,992,420.00	3,112,110.00	3,234,420.00
Fund Balance as Percentage of Operating	103.76%	93.28%	156.01%	146.83%

Alliance Regional Water Authority

APPENDIX C: DRAFT PROJECTED 5-YR BUDGET

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Beginning Fund Balance	\$1,901,882	\$2,405,740	\$2,661,790	\$2,929,830	\$2,583,070	\$1,892,760
GENERAL OPERATIONS						
Expenditures						
Operations						
Royalties & Permits	\$1,395,538	\$1,445,900	\$1,554,930	\$2,071,300	\$2,116,857	\$2,163,644
Contract Services	\$201,715	\$246,000	\$262,000	\$277,000	\$277,000	\$277,000
Operations	\$30,475	\$40,050	\$47,800	\$50,190	\$52,700	\$55,334
Employee Expenses	\$363,560	\$446,829	\$457,321	\$734,609	\$1,357,250	\$1,392,604
Travel, Conferences & Meetings	\$3,500	\$4,000	\$5,000	\$7,500	\$15,000	\$20,000
Total Operations	\$1,994,788	\$2,182,779	\$2,327,051	\$3,140,599	\$3,818,807	\$3,908,583
Plant O&M Expenditures	\$0	\$20,010	\$23,750	\$250,000	\$1,250,000	\$1,350,000
Capital Projects (Cash)						
Permitting/Groundwater Support	\$45,000	\$50,000	\$60,000	\$35,000	\$35,000	\$35,000
Engineering & Studies (Cash)	\$20,000	\$95,000	\$100,000	\$100,000	\$100,000	\$100,000
Construction (Cash)	\$0	\$0	\$0	\$0	\$0	\$0
Total Capital Projects (Cash)	\$65,000	\$145,000	\$160,000	\$135,000	\$135,000	\$135,000
Shared Water						
Payments to Kyle	\$290,684	\$298,814	\$315,094	\$332,014	\$0	\$0
Payments to San Marcos	\$165,336	\$165,336	\$165,336	\$165,336	\$0	\$0
ARWA O&M	\$0	\$6,890	\$9,360	\$14,330	\$0	\$0
Total Shared Water	\$456,020	\$471,040	\$489,790	\$511,680	\$0	\$0
Total Expenditures	\$2,515,810	\$2,818,830	\$3,000,590	\$4,037,280	\$5,203,810	\$5,393,580
Revenues						
City of San Marcos	\$824,780	\$869,605	\$932,360	\$1,075,800	\$1,613,700	\$1,900,580
City of Kyle	\$647,910	\$683,123	\$732,420	\$845,100	\$1,267,650	\$1,493,010
City of Buda	\$116,840	\$123,190	\$132,080	\$152,400	\$228,600	\$269,240
Canyon Regional Water Authority	\$710,470	\$749,083	\$803,140	\$926,700	\$1,390,050	\$1,637,170
Total Revenues	\$2,300,000	\$2,425,000	\$2,600,000	\$3,000,000	\$4,500,000	\$5,300,000
PROJECTS						
Expenditures						
Series 2015a (CRWA)	\$247,587	\$250,977	\$249,058	\$251,854	\$249,319	\$251,609
Series 2015b (Kyle)	\$177,033	\$181,088	\$179,929	\$178,608	\$182,117	\$180,437
Series 2017a (CRWA)	\$500,814	\$498,562	\$501,018	\$498,048	\$499,727	\$496,042
Series 2017b (Kyle)	\$455,036	\$452,996	\$455,692	\$452,997	\$454,983	\$451,633
Series 2017c (San Marcos)	\$722,377	\$723,522	\$719,232	\$719,282	\$718,677	\$722,517
Series 2017d (Buda)	\$100,203	\$104,678	\$104,054	\$103,334	\$102,526	\$101,646
Series 2019a (CRWA)	\$403,005	\$1,287,479	\$1,289,931	\$1,287,131	\$1,284,128	\$1,285,844
Series 2019b (Kyle)	\$367,711	\$1,174,532	\$1,172,647	\$1,175,575	\$1,173,261	\$1,170,685
Series 2019c (San Marcos)	\$303,502	\$1,897,305	\$1,899,831	\$1,897,081	\$1,893,944	\$1,890,416
Series 2019d (Buda)	\$43,049	\$268,481	\$271,717	\$269,890	\$268,019	\$266,106
Series 2020a (CRWA)	\$0	\$750,000	\$1,945,000	\$1,945,000	\$1,945,000	\$1,945,000
Series 2020b (Kyle)	\$0	\$675,000	\$1,775,000	\$1,775,000	\$1,775,000	\$1,775,000
Series 2020c (San Marcos)	\$0	\$610,000	\$2,825,000	\$2,825,000	\$2,825,000	\$2,825,000
Series 2020d (Buda)	\$0	\$90,000	\$402,000	\$402,000	\$402,000	\$402,000
Series 2021a (CRWA)	\$0	\$0	\$250,000	\$625,000	\$625,000	\$625,000
Series 2021b (Kyle)	\$0	\$0	\$230,000	\$570,000	\$570,000	\$570,000
Series 2021c (San Marcos)	\$0	\$0	\$215,000	\$900,000	\$900,000	\$900,000
Series 2021d (Buda)	\$0	\$0	\$35,000	\$135,000	\$135,000	\$135,000
Total Expenditures	\$3,320,315	\$8,964,619	\$14,520,107	\$16,010,798	\$16,003,700	\$15,993,932
Revenues						
Sponsor Payments						
City of San Marcos	\$1,025,879	\$3,230,827	\$5,659,063	\$6,341,363	\$6,337,621	\$6,337,933
City of Kyle	\$999,779	\$2,483,615	\$3,813,267	\$4,152,179	\$4,155,361	\$4,147,755
City of Buda	\$143,252	\$463,159	\$812,771	\$910,224	\$907,545	\$904,752
Canyon Regional Water Authority	\$1,151,406	\$2,787,018	\$4,235,006	\$4,607,032	\$4,603,173	\$4,603,494
Total Sponsor Payments	\$3,320,315	\$8,964,619	\$14,520,107	\$16,010,798	\$16,003,700	\$15,993,932
Total Revenues	\$3,320,315	\$8,964,619	\$14,520,107	\$16,010,798	\$16,003,700	\$15,993,932
Net Sponsor Payments						
Sponsor Payments						
City of San Marcos	\$1,850,659	\$4,100,432	\$6,591,423	\$7,417,163	\$7,951,321	\$8,238,513
City of Kyle	\$1,647,689	\$3,166,738	\$4,545,687	\$4,997,279	\$5,423,011	\$5,640,765
City of Buda	\$966,264	\$1,222,725	\$1,599,977	\$1,739,640	\$1,136,145	\$1,173,992
Canyon Regional Water Authority	\$1,861,876	\$5,536,100	\$5,038,146	\$5,533,732	\$5,993,223	\$6,240,664
Total Net Sponsor Payments	\$6,326,488	\$12,025,995	\$17,775,233	\$19,687,814	\$20,503,700	\$21,293,932
Interest Income	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500
NET INCOME	\$503,860	\$256,050	\$268,040	-\$346,760	-\$690,310	-\$80,080
ENDING FUND BALANCE	\$2,405,740	\$2,661,790	\$2,929,830	\$2,583,070	\$1,892,760	\$1,812,680
	120.60%	120.84%	124.63%	76.18%	37.34%	34.47%

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- I.4** Consider adoption of Resolution 2020-05-27-003 naming authorized signatories on the Authority's Broadway National Bank and TexSTAR pooling accounts. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

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

Attachment(s)

- Resolution 2020-05-27-003

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-003 naming authorized signatories on the Authority's Broadway National Bank and TexSTAR pooling accounts.



ALLIANCE WATER

RESOLUTION NO. 20200527-003

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

RECITALS:

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

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

3. Periodically the Authority must update the authorized signatories on the Broadway Bank and TexSTAR Pool accounts.

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

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

- _____ - Board Chair
- _____ - Board Vice-Chair
- _____ - Treasurer
- _____ - Secretary

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

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

ADOPTED: May 27, 2020.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- I.5** Consider adoption of Resolution 2020-05-27-004 approving an amended purchasing policy to allow for use of credit cards by the Authority and authorizing the Executive Director to create an account and issue cards to Graham Moore and Jason Biemer.
~ *Graham Moore, P.E., Executive Director*
-

Background/Information

In April the Board requested that the Authority update its Purchasing Policy to change from the use of debit cards to using credit cards. Below is a list of the substantive changes to the Purchasing Policy:

Section 3.3 Use of Credit Cards for Authority Business:

- Increases maximum purchase to \$2,000 from \$1,000.
- Credit cards selected to not impact employee's personal credit.
- Balance to be paid in full prior to due date on each statement.
- If credit card offers an award, then cash-back must be selected and the reward must be to the Authority's benefit, not the employee's benefit.
- No cash advance allowed.
- Staff has suggested a credit limit not to exceed \$15,000.

In addition to authorizing the changes to the Purchasing Policy, approval of the attached resolution will authorize the issuance of credit cards to Graham Moore and Jason Biemer. The Policy still requires Board approval prior to the issuance of a credit card to any other employee.

The policy changes were made collaboratively between the Executive Director and Legal Counsel. Attached are both red-lined and clean versions of the updated policy.

Attachment(s)

- Resolution 2020-05-27-004
- Amended Purchasing Policies

Board decision needed:

- Adoption of Resolution 2020-05-27-004 approving an amended purchasing policy for the Authority and authorizing the issuance of credit cards for Graham Moore and Jason Biemer.



ALLIANCE WATER

RESOLUTION NO. 20190527-004

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN AMENDED PURCHASING POLICY TO INCLUDE ALTERNATIVE CONSTRUCTION DELIVERY METHODS; AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Board of Directors (the "Agency Board") of the Hays Caldwell Public Utility Agency (the "Agency"), the predecessor to the Alliance Regional Water Authority (the "Authority"), originally approved a purchasing policy (the "Policy") for the Agency in Resolution No. 20071128-001 adopted on November 28, 2007, and the Agency Board approved revised versions of the Policy in Resolution No. 20141119-004 adopted on November 19, 2014 and in Resolution No. 20151216-001 adopted on December 16, 2015.

2. The Board of Directors of the Authority (the "Authority Board") approved an amended version of the Policy in Resolution No. 20171129-002 adopted on November 29, 2017 and Resolution 20190424-002 adopted on April 24, 2019.

3. The Authority Board wishes to authorize the issuance of credit cards to approved Authority Staff for allowable expenditures instead of debit cards.

4. The Authority Board wishes to approve and adopt a revised version of the Policy that replaces "debit cards" with "credit cards".

5. The Authority Board wishes to direct the Authority's Executive Director, to research and execute all necessary documents to utilize credit cards in compliance with the amended Purchasing Policy.

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

SECTION 1. The Authority Board approves and adopts the attached revised Purchasing Policy.

SECTION 2. The Authority Board approves the issuance of credit cards to the Authority's Executive Director, Graham Moore, and to the Authority's Project Coordinator, Jason Biemer.

SECTION 3. The Authority Board authorizes the Executive Director, Graham Moore, to execute all necessary documents to setup a credit card account for the Authority and to have cards issued to approved Authority employees.

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

ADOPTED: May 27, 2020.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



ALLIANCE WATER

Alliance Regional Water Authority Purchasing Policy

Article 1. In General

Section 1.1. Application. This Policy applies to all purchases of goods and services by the Alliance Regional Water Authority, including services for the construction of facilities. This Policy does not apply to acquisitions of real property, water rights, easements or rights-of-way, or to leases of real property or water rights.

Section 1.2. Definitions. In this Policy:

1.2.1. Authority means the Alliance Regional Water Authority.

1.2.2. Authority Board means the Board of Directors of the Authority.

1.2.3. Executive Director means the person responsible for managing day-to-day administrative services for the Authority.

1.2.4. Construction includes reconstruction, repairs and remodeling.

1.2.5. Technical Committee means the Technical Committee of the Authority Board.

1.2.6. Facilities includes utility facilities, such as wells, pipelines, pumping facilities, storage facilities, and treatment facilities, and permanent improvements to real property, such as buildings.

1.2.7. Goods means all types of personal property, including commodities, materials, supplies, and equipment.

1.2.8. GMP means guaranteed maximum price.

1.2.9. Professional services means services provided by licensed professionals such as accounting, architecture, land surveying, professional engineering, legal services, and land appraisal services.

1.2.10. Purchaser means a person who makes purchases on behalf of the Authority.

1.2.11. RFCSP means request for competitive sealed proposals (see Section 2.13)

1.2.12. RFP means request for proposals.

Section 1.3. General Policy Statement. It is the policy of the Authority that all purchasing activities will be accountable, competitive, transparent, fair, and carried out with integrity and in the best interests of the Authority.

Section 1.4. Purposes. The purposes of this Policy are:

1.4.1. To ensure that sound business judgment is used in all purchasing transactions;

1.4.2. To acquire needed goods and services, and the construction of facilities, efficiently, economically, and in compliance with applicable laws; and

1.4.3. To ensure that purchasing transactions are conducted in a manner that provides for competition to the extent allowed by law.

Section 1.5. Authority to Make Purchases. The persons holding the following positions are the only persons authorized to make purchases under this Policy:

1.5.1. The Executive Director.

Section 1.6. Verification of Fund Availability. Before making a small purchase, and before initiating the process of any other purchase method, the purchaser will verify the availability of funds for the purchase in the current approved budget of the Authority, or in funds in place from the issuance of debt obligations by the Authority.

Section 1.7. Records. The purchaser will maintain the following information for a period of three years after a purchase is completed, unless a longer period of time is required under the Authority’s records retention schedule:

1.7.1. The documents comprising the purchase contract between the Authority and the vendor.

1.7.2. Information indicating the rationale for the method of purchase.

1.7.3. Information indicating the basis for the purchase price.

1.7.4. Where quotes, bids or proposals are required for a purchase, the basis for the selection of the vendor from which the purchase is made.

Article 2. Purchase Methods

Section 2.1. Purchase Methods Summary Table. Authority purchases shall be made through a small purchase, informal bid/RFP, sealed bid, high technology RFP, professional services RFP, professional services pre-qualified list, cooperative contract purchase, or sole source/emergency purchase process. The following table illustrates the application of these methods; refer to the specific purchasing methods for more information:

Purchase Method	Applies to	\$ Amount	Approval Authority
Small Purchase	Goods and services, including construction and professional services and high technology goods and services	≤\$3,000	Executive Director
Informal Bid/RFP Process	Goods and services, including construction and professional services and high technology goods and services	>\$3,000 and ≤\$50,000	Technical Committee
Sealed Bid Process	Goods and services, including construction services; not professional services or high technology goods and services	>\$50,000	Authority Board (majority of all Board members to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)
High Technology RFP Process	High-technology goods and services	>\$50,000	Authority Board (see 2.7.3.2 for change order approval authority)

Professional Services RFP Process	Professional services	>\$50,000	Authority Board (see 2.8.3.3 for work order/change approval authority)
Professional Services Pre-Qualified List	Professional services	>\$50,000	Authority Board (see 2.9.3 for work order approval authority)
Cooperative Contract Purchase Process	Goods and services; not construction or professional services	>\$3,000 and ≤\$50,000 >\$50,000	Technical Committee Authority Board
Sole Source and Emergency Purchase Process	Goods and services, including construction and professional services	>\$3,000 and ≤\$50,000 >\$50,000	Executive Director Authority Board
Competitive Sealed Proposal Method	Construction Services	>\$50,000	Authority Board (majority of all Board members to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)
Construction Manager-at-Risk Method	Construction Services	>\$50,000	Authority Board (majority of all Board members to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)
Design-Build Method	Construction Services	>\$50,000	Authority Board (majority of all Board members votes to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)

2.2. Split Purchases Prohibited. Where a dollar limit applies to a purchasing method, the purchaser is prohibited from splitting a purchase that normally would constitute a single purchase into two or more purchases to avoid the use of the applicable purchasing method.

Section 2.3. Small Purchases.

2.3.1. Description. The small purchase process is a simple, informal method of fulfilling routine goods and services needs of the Authority.

2.3.2. Procedure. Purchasers may make small purchases using purchase orders or procurement cards. Although price quotes are not required, the purchaser should pay attention to local market conditions and make purchases at the lowest available cost.

2.3.3. Approval Authority. Small purchases in an amount up to \$3,000 may be made by the purchaser without further Authority approval.

Section 2.4. Informal Bid Process.

2.4.1. Description. The informal bid process is a method for purchasing goods and services in which competition is ensured by securing informal price quotes from vendors.

2.4.2. Procedure. The purchaser will:

2.4.2.1. Secure at least three price quotes (written or telephone) from vendors;

2.4.2.2. Keep a record of the quotes on an Authority informal bid form;

2.4.2.3. Secure approval from the Technical Committee before making the purchase; and

2.4.2.4. Make the purchase from the vendor offering the lowest quote, unless the purchaser notes a significant difference in grades of quality justifying an award to a different vendor. Any applicable delivery/shipping and installation costs should be included in determining the amounts of quotes.

2.4.3. Approval Authority. Purchases using this method require the approval of the Technical Committee.

Section 2.5. Informal RFP Process.

2.5.1. Description. The informal RFP process is a method for purchasing professional services in which informal proposals are secured from vendors. For professional services other than architectural, engineering or surveying services, proposals may be required to include the cost of the services. For architectural, engineering or surveying services, proposals should include background and qualifications, but not the cost of services.

2.5.2. Procedure. The purchaser will:

2.5.2.1. Secure written proposals from at least three vendors;

2.5.2.2. Receive proposals and prepare a proposal tabulation;

2.5.2.3. Rank the vendors based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. For architectural, engineering or surveying services, rank the vendors based on competence and qualifications, and then negotiate the cost of the services with the highest-ranked vendor; if negotiations are not successful, then proceed, as needed, to negotiate the cost of services with the next-ranked vendor; and

2.5.2.4. Secure approval from the Technical Committee before making the purchase.

2.5.3. Approval Authority. Purchases using this method require the approval of the Technical Committee.

Section 2.6. Sealed Bid Process.

2.6.1. Description. The sealed bid process is a method for purchasing goods and services in which competition is ensured by allowing all qualified vendors to submit bids. Construction services may be procured using this process, or by an alternative construction contract method that allows for award based on the best value for the Authority rather than requiring award to the low bidder. See Section 2.13 (Competitive Sealed Proposals), Section 2.14 (Construction Manager at Risk), and Section 2.15 (Design Build).

2.6.2. Procedure. The purchaser will:

- 2.6.2.1. Prepare a bid packet including specifications, bid terms, and a bid calendar;
- 2.6.2.2. Advertise for bids;
- 2.6.2.3. Make bid packet information available to potential bidders;
- 2.6.2.4. Receive bids and prepare a tabulation of the bids;
- 2.6.2.5. Prepare a recommendation to the Authority Board for approval of the purchase from the responsible bidder who submits the lowest bid; and
- 2.6.2.6. Secure approval from the Authority Board before making the purchase. Any applicable delivery/shipping and installation costs should be included in determining the amounts of bids.

2.6.3. Approval Authority.

- 2.6.3.1. Authority Board approval is required for purchases using this method.
- 2.6.3.2. For construction contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.
- 2.6.3.3. Unless a contract for a purchase provides otherwise, or is a construction contract, a change order or amendment to a contract that changes the amount payable to the vendor is subject to the following approval authority: If the amount payable under the contract is reduced, or is increased by \$50,000 or less, the Executive Director may approve it; if the amount payable is increased more than \$50,000, the change is subject to approval by the Authority Board. See 3.2.6 for approval authority for construction contract change orders.

Section 2.7. High Technology RFP Process.

2.7.1. Description. The high technology RFP process should be used for high-technology purchases which exceed \$50,000 in amount. This method allows high-technology goods and services to be purchased by specifying Authority objectives and having vendors propose solutions. Negotiation of final price and contract terms can occur after proposals are opened and compared. Rather than low bid, the award is made to the vendor whose proposal is determined to be most advantageous to the Authority.

2.7.2. Procedure. The purchaser will:

- 2.7.2.1. Prepare an RFP outlining the Authority's objectives for the purchase and listing the factors to be used in evaluating proposals, including their relative importance;
- 2.7.2.2. Advertise for proposals;
- 2.7.2.3. Receive proposals and prepare a proposal tabulation;

2.7.2.4. Have proposals evaluated by the Technical Committee, or an ad-hoc committee appointed by the Technical Committee, according to the factors and secure direction to negotiate with the selected vendor;

2.7.2.5. Negotiate a contract with the selected vendor, including delivery/performance and payment schedules; and

2.7.2.6. Secure the approval of the Authority Board for the final contract before making the purchase. Depending on the nature of the purchase, the purchaser may also prepare performance measures to be included in the contract for use in verifying compliance with the Authority's objectives upon completion of the purchase.

2.7.3. Approval Authority.

2.7.3.1. Authority Board approval is required for purchases using this method.

2.7.3.2. Unless a contract for a purchase provides otherwise, a change order or amendment to a contract that changes the amount payable to the vendor is subject to the following approval authority: If the amount payable under the contract is reduced, or is increased by \$50,000 or less, the Executive Director may approve it; if the amount payable is increased more than \$50,000, the change is subject to approval by the Authority Board.

Section 2.8. Professional Services RFP Process.

2.8.1. Description. The professional services RFP process should be used to procure professional services which exceed \$50,000 in amount. This method allows for selection of vendors based on demonstrated competence and qualifications to perform the services for a fair and reasonable price rather than based on competitive bids.

2.8.2. Procedure. The purchaser will:

2.8.2.1. Prepare an RFP outlining the Authority's professional services needs and listing the factors to be used in evaluating proposals, including their relative importance;

2.8.2.2. Advertise for proposals;

2.8.2.3. Receive proposals and prepare a proposal tabulation;

2.8.2.4. Have proposals evaluated by the Technical Committee, or an ad-hoc committee appointed by the Technical Committee, according to the factors and secure direction to negotiate with the selected vendor;

2.8.2.5. Negotiate a contract with the selected vendor, which may include a detailed scope of work, a schedule for the work, a description of deliverables, and method of compensation, or may consist of a master agreement that allows the Authority to issue work orders at later points in time that include scopes of work, schedule, deliverables, and compensation; and

2.8.2.6. Secure the approval of the Authority Board for the final contract.

2.8.3. Approval Authority.

2.8.3.1. Authority Board approval is required for purchases using this method.

2.8.3.2. Each work order issued under a master agreement will be considered a separate purchase. Work orders for which the compensation is \$50,000 or less may be approved by the Executive Director; those with compensation of more than \$50,000 require approval of the Authority Board.

2.8.3.3. Unless a contract for a purchase provides otherwise, a change in services or amendment to a contract that changes the amount payable to the vendor is subject to the following approval authority: If the amount payable under the contract is reduced, or is increased by \$50,000 or less, the Executive Director may approve it; if the amount payable is increased by more than \$50,000, the change is subject to approval by the Authority Board.

Section 2.9. Professional Services Pre-Qualified List Process.

2.9.1. Description. For professional services for which the Authority may have a recurring need, the professional services pre-qualified list process may be used at the discretion of the Executive Director instead of the other professional services procurement processes discussed in this Policy. This method allows for selection of a list of qualified vendors to perform services based on Authority-issued work orders for a fair and reasonable price rather than based on competitive bids.

2.9.2. Procedure. The purchaser will:

2.9.2.1. Prepare an RFP outlining the Authority's professional services needs and listing the factors to be used in evaluating proposals, including their relative importance;

2.9.2.2. Advertise for proposals;

2.9.2.3. Receive proposals and prepare a proposal tabulation;

2.9.2.4. Have proposals evaluated by the Technical Committee, or by an ad-hoc committee appointed by the Technical Committee, according to the factors and prepare a list of approved vendors for the professional service needs;

2.9.2.5. Negotiate a master agreement with each vendor on the approved list that allows the Authority to issue work orders at later points in time that include a detailed scope of work, a schedule for the work, a description of deliverables, and method of compensation; and

2.9.2.6. Secure Authority Board approval for the master agreements.

2.9.3. Approval Authority. Each work order issued under a master agreement will be considered a separate purchase. Work orders for which the compensation is \$50,000 or less may be approved by the Executive Director; those with compensation of more than \$50,000 require approval of the Authority Board.

Section 2.10. Cooperative Contract Purchases.

2.10.1. Description. Many Authority purchases may be made through contracts entered into between vendors and the State of Texas (such as cooperative purchasing programs of the Texas Building and Procurement Commission), or between vendors and cooperative local government purchasing groups (such as the BuyBoard of the Texas Local Government Purchasing Cooperative). This method can simplify the purchasing process while ensuring value and satisfying requirements for competitive bidding or proposals.

2.10.2. Procedure. The purchaser should always consider cooperative contract purchases when available to meet Authority needs. Many cooperative contract purchase programs require the Authority to formally join the program with approval of the Authority Board. Actual purchase procedures vary with cooperative contracts, but they usually involve a process similar to issuance of a purchase order.

2.10.3. Approval Authority. Approval authority for cooperative contract purchases depends on the amount of the purchase, as described in the table in Section 2.1 above.

Section 2.11. Sole Source Purchases and Emergency Purchases.

2.11.1. Description. A purchase of goods that are available from only one source, such as items that subject to patents, copyrights, secret processes, or natural monopolies, or gas, water, or other utility services, or captive replacement parts or components for equipment, can be made using a sole source purchase process instead of an informal bid, sealed bid, or competitive proposal process. A purchase of goods or services that are needed in connection with a bona fide, unforeseen emergency can be made using an emergency purchase process instead of an informal bid, sealed bid, or competitive proposal process.

2.11.2. Procedure. The purchaser will prepare a written justification for the use of a sole source purchase or emergency purchase. The purchaser will secure the applicable approval for a sole source purchase before making the purchase. The purchaser will secure the applicable approval for an emergency purchase before making the purchase, if possible; otherwise, the purchaser will secure the applicable ratification of an emergency purchase after it is made. The purchaser will use Authority contracting forms (i.e., purchase order terms and conditions, service contract terms and conditions, or construction contract terms and conditions) to the maximum extent possible in making sole source and emergency purchases.

2.11.3. Approval Authority. Sole source purchases and emergency purchases of up to \$50,000 require approval of the Executive Director. Sole source purchases and emergency purchases of more than \$50,000 require approval of the Authority Board.

Section 2.12. Historically Underutilized Businesses (HUBs).

2.12.1. Description. For purchases in excess of \$50,000, the Authority requires selected vendors to make a good faith effort towards the Authority's participation goal of 23.7% for HUBs, which include: HUBs, MBEs (Minority Business Enterprises), DBEs (Disadvantaged Business Enterprises), and SMBs (Small Medium Businesses). For purchases of more than \$3,000 up to \$50,000, the Authority requires contact with HUBs to

solicit interest in submitting bids or proposals. The HUB goal may be met by the prime vendor subcontracting a portion of the goods or services being purchased to qualified HUBs. Refer to www.window.state.tx.us/procurement for a list of the current HUB vendors for the commodity that is being purchased.

2.12.2. Procedure. The purchaser will:

2.12.2.1. For purchases in excess of \$50,000, include in the bid packet or RFP, and in any advertisement, the Authority's HUB participation goal and the Authority's requirement for selected vendors to make a good faith effort towards the goal, and a statement that the goal may be met either by the vendor being a HUB or by the vendor subcontracting with one or more HUBs to provide a portion of the goods or services. The bid packet or RFP will require each vendor to either provide the vendor's current HUB certification, or to describe the methods by which it plans to achieve the HUB participation goal. The contract with a selected vendor that does not have current HUB certification will include a description of the methods the vendor will use to achieve the HUB participation goal.

2.12.2.2. For purchases of more than \$3,000 up to \$50,000, the purchaser will contact at least one HUB on a rotating basis to solicit interest in submitting a price quote or proposal.

2.12.3 Approval Authority. The approval authority remains unchanged from that outlined under each purchasing method noted above.

Section 2.13. Alternative Construction Contract Method – Competitive Sealed Proposals.

2.13.1. Description. This method is similar to the sealed bid process described in Section 2.6 above, but it allows for evaluation of proposals based on factors other than price.

2.13.2. Procedure. The purchaser will:

2.13.2.1. Prepare an RFCSP that includes specifications, terms for proposals, evaluation factors and weights;

2.13.2.2. Advertise for proposals and make RFCSP information available to potential proponents;

2.13.2.3. Receive proposals and prepare a tabulation of proposals;

2.13.2.4. Arrange for evaluation and ranking of proposals;

2.13.2.5. If allowed under the RFCSP, negotiate modifications to the proposed scope, time and price with the highest-ranked proponent; finalize the contract, or if unable to do so, notify the proponent that negotiations are ended and undertake negotiations with other proponents in order of ranking;

2.13.2.6. Prepare a recommendation to the Authority Board for approval of a contract with the proponent that submits the proposal that offers the greatest value to the Authority based on evaluation of the proposals; and

2.13.2.7. Secure approval from the Authority Board before the contract is executed.

2.13.3. Approval Authority.

2.13.3.1. Authority Board approval is required for contracts using this method.

2.13.3.2. For contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.

Section 2.14 Alternative Construction Contract Method – Construction Manager at Risk (CMAR).

2.14.1 Description. A CMAR serves as the general contractor, but also provides consultation to the Authority regarding construction during and after the design of the facility. A CMAR assumes the risk for construction, alteration or repair of a facility at the contracted price. The Authority may select and hire a CMAR by a one-step or two-step process. Prior to or concurrently with selecting a CMAR, the Authority must select an architect or engineer who will be responsible for preparing the design and construction documents for the project.

2.14.2. Procedure – One-Step Process. The purchaser will:

2.14.2.1. Prepare an RFP that includes information on the project site, scope, schedule, selection criteria, the weighted value of selection criteria, estimated budget, and other information that would assist the Authority in its selection of a CMAR; the RFP should request proposed fees and prices from proponents for fulfilling the general conditions;

2.14.2.2. Advertise for proposals and make RFP information available to potential proponents;

2.14.2.3. Receive proposals and prepare a tabulation of proponents;

2.14.2.4. Arrange for evaluation and ranking of proposals within 45 days of the receipt of proposals;

2.14.2.5. Negotiate a contract for CMAR services with the highest-ranked proponent and finalize the contract; or if unable to do so, notify the proponent that negotiations are ended and undertake negotiations with other proponents in order of ranking; if the contract does not include a GMP, ensure the contract includes submission by the CMAR of GMP information at a stage or stages appropriate to the project for review and approval by the purchaser or the Authority Board;

2.14.2.6. Prepare a recommendation to the Authority Board for approval of the contract with the selected proponent;

2.14.2.7. Secure approval from the Authority Board before the contract is executed;

2.14.2.8. Ensure coordination with the CMAR and the design architect or engineer throughout the design and construction process;

2.14.2.9. Oversee the CMAR's selection of trade contractors and subcontractors, including choice of procurement methods, and advertising for and evaluation of bids or proposals;

2.14.2.10. Review the trade contractor and subcontractor bids and proposals with the CMAR and the design architect or engineer; select trade contractors or subcontractors in a manner that does not disclose the contents of the bids or proposals to the public; and make bids or proposals available to the public after contract award or final selection of a bid or proposal;

2.14.2.11. Secure Authority Board approval for a GMP for the project; and

2.14.2.12. Ensure that the CMAR contracts directly with the selected trade contractors and subcontractors.

2.14.3. Procedure – Two-Step Process. The purchaser will:

2.14.3.1. Prepare an RFQ similar to the RFP in the One-Step Process, but not requesting proposed fees and prices from offerors;

2.14.3.2. Advertise for qualifications statements and make RFQ information available to potential offerors;

2.14.3.3. Receive qualifications statements and prepare a tabulation of offerors;

2.14.3.4. Arrange for evaluation of offerors and selection of five or fewer offerors, based on qualifications, from which to request additional information, including proposed fees and prices for fulfilling the general conditions; and arrange for evaluation and ranking of offerors based on the additional information;

2.14.3.6. Negotiate a contract for CMAR services with the highest-ranked offeror and finalize the contract; or if unable to do so, notify the offeror that negotiations are ended and undertake negotiations with other offerors in order of ranking; if the contract does not include a GMP, ensure the contract includes submission by the CMAR of GMP information at a stage or stages appropriate to the project for review and approval by the purchaser or the Authority Board;

2.14.3.7. Prepare a recommendation to the Authority Board for approval of the contract with the selected offeror;

2.14.3.8. Secure approval from the Authority Board before the contract is executed;

2.14.3.9. Ensure coordination with the CMAR and the design architect or engineer throughout the design and construction process;

2.14.3.10. Oversee the CMAR's selection of trade contractors and subcontractors, including choice of procurement methods, and advertising for and evaluation of bids or proposals;

2.14.3.11. Review the trade contractor and subcontractor bids and proposals with the CMAR and the design architect or engineer; select trade contractors or subcontractors in a manner that does not disclose the contents of the bids or proposals to the public; make bids or proposals available to the public after contract award or final selection of a bid or proposal;

2.14.3.12. Secure Authority Board approval for a GMP for the project; and

2.14.3.13. Ensure that the CMAR contracts directly with the selected trade contractors and subcontractors.

2.14.4. Approval Authority.

2.6.3.1. Authority Board approval is required for contracts using this method.

2.6.3.2. For contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.

Section 2.15 Alternative Construction Contract Method – Design/Build.

2.15.1. Description. Under the design-build method, the Authority awards a single contract to a firm that designs and constructs a facility. A design-build firm consists of a team that includes an architect or engineer and a builder. The design-build team may construct the project itself or it may subcontract all or portions of the work. In so doing, the designer-builder contracts directly with the subcontractors and assumes complete responsibility for both the design and construction of the project. Prior to selecting a design-build firm, the Authority must select and contract with an independent architect or engineer to act as its project representative for the duration of the project. Projects defined as “civil works projects” in Texas Government Code Chapter 2269, such as utility and road projects, are subject to detailed requirements in addition to those described below, and the Authority is subject to a numerical limit on such projects each fiscal year.

2.15.2. Procedure. The purchaser will:

2.15.2.1. Prepare an RFQ, in coordination with the project representative, that includes general information on the project site, project scope, budget, special systems, selection criteria and the weighted value for each criterion, and other information that may assist firms in submitting proposals for the project;

2.15.2.2. Prepare a design criteria package, in coordination with the project representative, with more detailed information on the project, including sufficient information to permit a design-build firm to prepare a response to the RFQ, such as criteria describing the project and criteria for selection of offerors, and to provide any additional information requested;

2.15.2.3. Advertise for qualifications statements and make RFQ and design package information available to potential offerors;

2.15.2.4. Receive qualifications statements and prepare a tabulation of offerors;

2.15.2.5. Arrange for evaluation and ranking of offerors, and qualify a maximum of five offerors to submit proposals that contain additional information and, if the purchaser chooses, to interview for final selection; and if desired, conduct interviews with qualified offerors;

2.15.2.6. Negotiate a contract with the highest-ranked offeror and finalize the contract; or if unable to do so, notify the offeror that negotiations are ended and undertake negotiations with other offerors in order of ranking; if the contract does not include a GMP, ensure the contract includes submission by the design-build

firm of GMP information at a stage or stages appropriate to the project for review and approval by the purchaser or the Authority Board;

2.15.2.7. Prepare a recommendation to the Authority Board for approval of a contract with the selected offeror;

2.15.2.8. Secure approval from the Authority Board before the contract is executed;

2.15.2.9. Ensure coordination with the project representative and design-build firm throughout the design and construction process; and

2.15.2.10. Review design submittals from the design-build firm for compliance with the Authority's scope for the project.

2.15.3. Approval Authority.

2.15.3.1. Authority Board approval is required for contracts using this method.

2.15.3.2. For contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.

Article 3. Other Considerations

Section 3.1. Methods of Advertising. When advertising for bids or proposals is required, the purchaser should arrange for a notice of the Authority's intent to receive bids or proposals to be published once a week for two consecutive weeks in a newspaper of general circulation in Hays County and in a newspaper of general circulation in Caldwell County. The date of the first publication must be at least 15 days before the deadline for the submission of bids or proposals.

Section 3.2. Construction Contracts. Contracts for the construction of facilities (including reconstruction, repairs and remodeling) in an amount more than \$20,000 involve a variety of legal requirements under State law, including the following:

3.2.1. Design Professional. The Authority must provide for a licensed architect or engineer, as appropriate to the type of work, to design and oversee construction of the project.

3.2.2. Prevailing Wage Rates. The Authority must require the contractor and subcontractors to pay at least the prevailing levels of wages for persons working on the project.

3.2.3. Worker's Compensation Insurance. The Authority must require the contractor and subcontractors to provide workers compensation insurance coverage for persons working on the project.

3.2.4. Bonds. The Authority must require the contractor to provide payment and performance bonds for the project.

3.2.5. Real Property Acquisitions. The Authority must complete acquisitions of real property, easements and rights-of-way in a timely manner to allow the project to proceed on schedule.

3.2.6. Change Orders. Change orders may not result in a cumulative increase of more than 25% in the contract amount except when issued only as a result of unanticipated conditions encountered during construction, repair, or renovation or changes in regulatory criteria or to facilitate project coordination with other political entities, and they may not result in a cumulative decrease of more than 25% in the contract amount without the consent of the contractor. The following table shows the approval authority for construction contract change orders, based on the contract amount as originally approved:

Construction Contract Change Order Approval Authority Levels			
Approval Authority	Contract Amount < \$5 million	Contract Amount ≥ \$5 million and < \$10 million	Contract Amount ≥ \$10 million
Executive Director	≤ \$25,000 up to a maximum cumulative amount of 3% of contract amount	≤ \$100,000 up to a maximum cumulative amount of 3% of contract amount	≤ \$100,000 up to a maximum cumulative amount of 2% of contract amount
Technical Committee	≤ \$50,000 up to a maximum cumulative amount of 5% of contract amount	≤ \$250,000 up to a maximum cumulative amount of 5% of contract amount	≤ \$250,000 up to a maximum cumulative amount of 5% of contract amount
Board of Directors	> \$50,000	> \$250,000	> \$250,000

Notes to table:

3.2.6.1. Change order dollar amounts are per change order, and refer only to additive change orders. The Executive Director will have authority to approve all deductive change orders.

3.2.6.2. Cumulative amounts include all prior change orders approved by an approver. Cumulative amounts do not include any change orders approved by a different approver.

3.2.6.3. For the alternative construction contract methods described in Sections 2.14 (Construction Manager-at-Risk) and 2.15 (Design-Build), the “contract amount” for change order purposes is the most recent approved GMP, or if no GMP is in place, the Authority’s construction budget for the project.

Section 3.3. Use of Debit-Credit Cards for Authority Business. Debit-Credit cards may be used for routine purchases of goods or services in an amount less than \$12,000 per purchase, or for authorized travel expenses. Debit-Credit cards are for official Authority business purposes only and shall not be used for any personal transactions. Use of a debit-credit card to make a purchase of capitalized equipment is prohibited. Improper use of a debit-credit card may result in disciplinary action, up to and including termination of employment, and the Authority’s exercise of any legal remedies if unauthorized expenditures were incurred and to otherwise protect its interest.

3.3.1 Cardholder Approvals. The issuance of a ~~debit-credit~~ card to an employee must be approved by the Authority Board.

3.3.2 Account Information. ~~Debit cards must be linked only to the Authority's checking account.~~

3.3.2.1 Credit cards should be selected that do not impact an employee's personal credit.

3.3.2.2 The balance including interest due shall be paid in full by the Authority prior to the due date listed on each statement.

3.3.2.3 If the credit card provides for any reward that includes a "cash-back" reward, then only the cash-back reward may be redeemed and must be redeemed for the Authority's benefit and not to an individual employee's benefit.

3.3.2.4 The cash-advance limit must be zero.

3.3.2.5 The credit limit for the credit card account shall not exceed \$15,000.

3.3.2.6 A line-item bookkeeping entry shall be made in the Alliance's accounting records for each credit purchase with a sufficient description of the expense.

3.3.2.7 A monthly schedule of credit card transactions shall be included in the monthly financial report to the Board.

3.3.3 Responsibilities. ~~Debit-Credit~~ cardholder responsibilities include:

3.3.3.1 The cardholder shall forward all documentation of each purchase to the Executive Director within two business days of the purchase.

3.3.3.2 The cardholder shall be responsible to maintain the security of the card and shall be personally responsible for paying any charge assessed against the card that is not for official Authority business or is otherwise in violation of this Policy.

3.3.3.3 The cardholder shall immediately advise the Executive Director (or the Authority Board chair, if the cardholder is the Executive Director) of any lost or stolen ~~debit-credit~~ card or any suspicion of identity theft related to a card.

3.3.3.4 ~~Debit-Credit~~ card purchase approvals: The Executive Director must review and approve all purchase documentation and all cardholder statements. At the end of ~~Each~~ statement cycle, a copy of the statement will be provided to each cardholder to promptly review and approve and then submit to the Executive Director.

3.3.4 ~~Debit-Credit~~ Card Dollar Limitations. ~~Debit-Credit~~ card purchases of goods or services must be in an amount under \$~~12~~,000 per purchase. This means if the total payment, including freight, to be made to a vendor is \$~~12~~,000 or more, a purchase method other than a ~~debit-credit~~ card must be used. ~~Debit-Credit~~ card purchases may exceed \$~~12~~,000 only for authorized travel expenses. A ~~debit-credit~~ card may be used where there are exceptional circumstances for the purchase.

3.3.5 Suspension/Termination of ~~Debit-Credit~~ Cards. A cardholder who does not comply with Authority policies will have his or her ~~debit-credit~~ card privileges suspended and may face further disciplinary action, up to and including termination and criminal prosecution. A ~~debit-credit~~ card shall be immediately canceled when the cardholder's employment with the Authority is terminated and otherwise at the Authority's discretion.

3.3.6 Reinstatement of ~~Debit-Credit~~ Card. If a ~~debit-credit~~ card is cancelled or suspended for misuse, ~~debit-credit~~ card privileges can be reinstated after a one--year period. There will be mandatory re-training prior to reinstatement of the ~~debit-credit~~ card privileges. The reinstatement will be probationary for a six--month period, on terms to be established by the Executive Director, or, if the cardholder is the Executive Director, by the Authority Board.

3.3.7 Credit Monitoring for Fraudulent Activity. The Authority must subscribe to a credit monitoring service that monitors potential fraudulent activity on the account and that is either provided directly by the credit card company or by an outside service.

Section 3.4. Invoices; Payments.

3.4.1. Checking Invoices. The Executive Director will ensure that each invoice received by the Authority is checked for compliance with applicable provisions of this Policy. If the Executive Director determines that an invoice is in compliance with an approved contract and this Policy, and the amount is within the budgeted funds for the contract, the Executive Director may approve the invoice for payment. A monthly report on consultant contracts and invoices to date shall be prepared and presented to the Technical Committee for informational purposes.

3.4.2. Prompt Payment Act. State law requires the Authority to make payments to vendors no later than the 45th calendar day on which the Authority received supplies, materials, or equipment, or the day on which performance of services was completed, or the day on which the Authority received an invoice, whichever is later. This deadline does not apply if there is a bona fide dispute over an invoice; however, the purchaser should ensure the basis for the dispute is documented before withholding payment. The purchaser must promptly handle an invoice once it has been received. Vendors may charge interest on outstanding payments that exceed the 45 day period.

Section 3.5. Fixed Assets. When a purchase involves the acquisition of an item that is defined as a fixed asset under the Authority's financial policies, the purchaser must ensure that the item is promptly added to the Authority's fixed assets inventory after its delivery.

Section 3.6. Exemption from Taxes. Authority purchases are exempt from sales and use taxes. The purchaser will take all steps necessary to ensure that sales taxes are not charged on purchases made for the Authority.

Section 3.7. Travel. The guidelines and standards in this section will apply to expenses for travel by Authority officers or employees on Authority business, whether paid by debit card or requested for reimbursement.

3.7.1. Allowable Expenses.

3.7.1.1. Registration will be reimbursed at actual cost. Direct payment to the program sponsor is preferable to reimbursement to an attendee. Full advantage should be taken of any preregistration discounts.

3.7.1.2. Transportation arrangements should be based on what is the most economical total cost to the Authority. Personal vehicle mileage reimbursement will be based upon actual mileage at the rate per mile set by the IRS. The Executive Director will not be eligible for mileage reimbursement. Airfare should be paid by the Authority directly to the carrier whenever possible. Airfare should be at the coach rate, and full advantage should be taken of all prepaid, special or discount fares. Public carrier fares will be based on prevailing fares in the area. Car rental should occur only when needed and when economical compared with public carrier rates.

3.7.1.3. Hotel expenses should be incurred only when needed. Amounts will be based on standard room rates. Personal items such as telephone calls and movies are not eligible for payment.

3.7.1.4. Actual meal and tip expenses may be paid up to a maximum total of reimbursement for each day of \$50.00.

3.7.2. Documentation for Reimbursement. A completed Authority travel expense reimbursement form must be submitted to the Authority, accompanied by receipts for all expenses. No expense will be reimbursed if a receipt is not submitted for it.

Section 3.8. Approval of Rights of Entry Agreements. When requested by a landowner, the Authority's Executive Director shall have the authority to sign a right of entry in association with an Authority project, provided that any payment to be made does not exceed \$3,000. A right of entry that requires a payment of more than \$3,000 up to \$50,000 requires approval by the Technical Committee, and a right of entry that requires a payment of more than \$50,000 requires approval by the Authority Board of Directors.

Section 3.9. Ethics Considerations. State law prohibits Authority officers and employees from involvement in purchasing decisions where an officer or employee has a conflicting personal interest in the decision. The Authority Board Bylaws place significant restrictions on business transactions between the Authority and Authority Board members. Generally, the Bylaws prohibit any transaction of business between the Authority and Authority Board members without full disclosure to the Board and a determination that the transaction is in the best interests of the Authority. In addition, the Bylaws prohibit Authority Board members, officers and committee members from:

3.8.1. Doing any act in violation of a binding obligation of the Authority;

3.8.2. Doing any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Authority;

3.8.3. Receiving an improper personal benefit from the operation of the Authority;

3.8.4. Using the assets of the Authority, directly or indirectly, for any purpose other than carrying on the business of the Authority; or

3.8.5. Wrongfully transferring or disposing of Authority property.

Section 3.10. Disclosure of Information by Vendors. State law (Local Government Code Chapter 176) requires certain persons and firms to file a conflict of interest questionnaire with the Authority. All persons and firms that meet the following criteria must submit a completed questionnaire no later than the 7th business day after the date the person or firm a) begins contract discussions or negotiations to enter into a contract with the Authority, or b) submits to the Authority an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the Authority, or c) becomes aware of a reportable employment or other business relationship with an officer or family member of an officer of the Authority, or d) becomes aware that the person has given one or more reportable gifts to a person connected with the Authority. The questionnaire forms are available on the State Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIS.pdf>.

Section 3.11. General Counsel Support. When questions arise about this Policy, or about specific purchases, or the terms and conditions of specific purchases, the purchaser should consider consulting with the Authority general counsel for clarification and advice.



Alliance Regional Water Authority Purchasing Policy

Article 1. In General

Section 1.1. Application. This Policy applies to all purchases of goods and services by the Alliance Regional Water Authority, including services for the construction of facilities. This Policy does not apply to acquisitions of real property, water rights, easements or rights-of-way, or to leases of real property or water rights.

Section 1.2. Definitions. In this Policy:

1.2.1. Authority means the Alliance Regional Water Authority.

1.2.2. Authority Board means the Board of Directors of the Authority.

1.2.3. Executive Director means the person responsible for managing day-to-day administrative services for the Authority.

1.2.4. Construction includes reconstruction, repairs and remodeling.

1.2.5. Technical Committee means the Technical Committee of the Authority Board.

1.2.6. Facilities includes utility facilities, such as wells, pipelines, pumping facilities, storage facilities, and treatment facilities, and permanent improvements to real property, such as buildings.

1.2.7. Goods means all types of personal property, including commodities, materials, supplies, and equipment.

1.2.8. GMP means guaranteed maximum price.

1.2.9. Professional services means services provided by licensed professionals such as accounting, architecture, land surveying, professional engineering, legal services, and land appraisal services.

1.2.10. Purchaser means a person who makes purchases on behalf of the Authority.

1.2.11. RFCSP means request for competitive sealed proposals (see Section 2.13)

1.2.12. RFP means request for proposals.

Section 1.3. General Policy Statement. It is the policy of the Authority that all purchasing activities will be accountable, competitive, transparent, fair, and carried out with integrity and in the best interests of the Authority.

Section 1.4. Purposes. The purposes of this Policy are:

1.4.1. To ensure that sound business judgment is used in all purchasing transactions;

1.4.2. To acquire needed goods and services, and the construction of facilities, efficiently, economically, and in compliance with applicable laws; and

1.4.3. To ensure that purchasing transactions are conducted in a manner that provides for competition to the extent allowed by law.

Section 1.5. Authority to Make Purchases. The persons holding the following positions are the only persons authorized to make purchases under this Policy:

1.5.1. The Executive Director.

Section 1.6. Verification of Fund Availability. Before making a small purchase, and before initiating the process of any other purchase method, the purchaser will verify the availability of funds for the purchase in the current approved budget of the Authority, or in funds in place from the issuance of debt obligations by the Authority.

Section 1.7. Records. The purchaser will maintain the following information for a period of three years after a purchase is completed, unless a longer period of time is required under the Authority’s records retention schedule:

1.7.1. The documents comprising the purchase contract between the Authority and the vendor.

1.7.2. Information indicating the rationale for the method of purchase.

1.7.3. Information indicating the basis for the purchase price.

1.7.4. Where quotes, bids or proposals are required for a purchase, the basis for the selection of the vendor from which the purchase is made.

Article 2. Purchase Methods

Section 2.1. Purchase Methods Summary Table. Authority purchases shall be made through a small purchase, informal bid/RFP, sealed bid, high technology RFP, professional services RFP, professional services pre-qualified list, cooperative contract purchase, or sole source/emergency purchase process. The following table illustrates the application of these methods; refer to the specific purchasing methods for more information:

Purchase Method	Applies to	\$ Amount	Approval Authority
Small Purchase	Goods and services, including construction and professional services and high technology goods and services	≤\$3,000	Executive Director
Informal Bid/RFP Process	Goods and services, including construction and professional services and high technology goods and services	>\$3,000 and ≤\$50,000	Technical Committee
Sealed Bid Process	Goods and services, including construction services; not professional services or high technology goods and services	>\$50,000	Authority Board (majority of all Board members to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)
High Technology RFP Process	High-technology goods and services	>\$50,000	Authority Board (see 2.7.3.2 for change order approval authority)

Professional Services RFP Process	Professional services	>\$50,000	Authority Board (see 2.8.3.3 for work order/change approval authority)
Professional Services Pre-Qualified List	Professional services	>\$50,000	Authority Board (see 2.9.3 for work order approval authority)
Cooperative Contract Purchase Process	Goods and services; not construction or professional services	>\$3,000 and ≤\$50,000 >\$50,000	Technical Committee Authority Board
Sole Source and Emergency Purchase Process	Goods and services, including construction and professional services	>\$3,000 and ≤\$50,000 >\$50,000	Executive Director Authority Board
Competitive Sealed Proposal Method	Construction Services	>\$50,000	Authority Board (majority of all Board members to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)
Construction Manager-at-Risk Method	Construction Services	>\$50,000	Authority Board (majority of all Board members to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)
Design-Build Method	Construction Services	>\$50,000	Authority Board (majority of all Board members votes to approve construction contract >\$100,000) (see 2.6.3.3 for change order approval authority)

2.2. Split Purchases Prohibited. Where a dollar limit applies to a purchasing method, the purchaser is prohibited from splitting a purchase that normally would constitute a single purchase into two or more purchases to avoid the use of the applicable purchasing method.

Section 2.3. Small Purchases.

2.3.1. Description. The small purchase process is a simple, informal method of fulfilling routine goods and services needs of the Authority.

2.3.2. Procedure. Purchasers may make small purchases using purchase orders or procurement cards. Although price quotes are not required, the purchaser should pay attention to local market conditions and make purchases at the lowest available cost.

2.3.3. Approval Authority. Small purchases in an amount up to \$3,000 may be made by the purchaser without further Authority approval.

Section 2.4. Informal Bid Process.

2.4.1. Description. The informal bid process is a method for purchasing goods and services in which competition is ensured by securing informal price quotes from vendors.

2.4.2. Procedure. The purchaser will:

2.4.2.1. Secure at least three price quotes (written or telephone) from vendors;

2.4.2.2. Keep a record of the quotes on an Authority informal bid form;

2.4.2.3. Secure approval from the Technical Committee before making the purchase; and

2.4.2.4. Make the purchase from the vendor offering the lowest quote, unless the purchaser notes a significant difference in grades of quality justifying an award to a different vendor. Any applicable delivery/shipping and installation costs should be included in determining the amounts of quotes.

2.4.3. Approval Authority. Purchases using this method require the approval of the Technical Committee.

Section 2.5. Informal RFP Process.

2.5.1. Description. The informal RFP process is a method for purchasing professional services in which informal proposals are secured from vendors. For professional services other than architectural, engineering or surveying services, proposals may be required to include the cost of the services. For architectural, engineering or surveying services, proposals should include background and qualifications, but not the cost of services.

2.5.2. Procedure. The purchaser will:

2.5.2.1. Secure written proposals from at least three vendors;

2.5.2.2. Receive proposals and prepare a proposal tabulation;

2.5.2.3. Rank the vendors based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. For architectural, engineering or surveying services, rank the vendors based on competence and qualifications, and then negotiate the cost of the services with the highest-ranked vendor; if negotiations are not successful, then proceed, as needed, to negotiate the cost of services with the next-ranked vendor; and

2.5.2.4. Secure approval from the Technical Committee before making the purchase.

2.5.3. Approval Authority. Purchases using this method require the approval of the Technical Committee.

Section 2.6. Sealed Bid Process.

2.6.1. Description. The sealed bid process is a method for purchasing goods and services in which competition is ensured by allowing all qualified vendors to submit bids. Construction services may be procured using this process, or by an alternative construction contract method that allows for award based on the best value for the Authority rather than requiring award to the low bidder. See Section 2.13 (Competitive Sealed Proposals), Section 2.14 (Construction Manager at Risk), and Section 2.15 (Design Build).

2.6.2. Procedure. The purchaser will:

- 2.6.2.1. Prepare a bid packet including specifications, bid terms, and a bid calendar;
- 2.6.2.2. Advertise for bids;
- 2.6.2.3. Make bid packet information available to potential bidders;
- 2.6.2.4. Receive bids and prepare a tabulation of the bids;
- 2.6.2.5. Prepare a recommendation to the Authority Board for approval of the purchase from the responsible bidder who submits the lowest bid; and
- 2.6.2.6. Secure approval from the Authority Board before making the purchase. Any applicable delivery/shipping and installation costs should be included in determining the amounts of bids.

2.6.3. Approval Authority.

- 2.6.3.1. Authority Board approval is required for purchases using this method.
- 2.6.3.2. For construction contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.
- 2.6.3.3. Unless a contract for a purchase provides otherwise, or is a construction contract, a change order or amendment to a contract that changes the amount payable to the vendor is subject to the following approval authority: If the amount payable under the contract is reduced, or is increased by \$50,000 or less, the Executive Director may approve it; if the amount payable is increased more than \$50,000, the change is subject to approval by the Authority Board. See 3.2.6 for approval authority for construction contract change orders.

Section 2.7. High Technology RFP Process.

2.7.1. Description. The high technology RFP process should be used for high-technology purchases which exceed \$50,000 in amount. This method allows high-technology goods and services to be purchased by specifying Authority objectives and having vendors propose solutions. Negotiation of final price and contract terms can occur after proposals are opened and compared. Rather than low bid, the award is made to the vendor whose proposal is determined to be most advantageous to the Authority.

2.7.2. Procedure. The purchaser will:

- 2.7.2.1. Prepare an RFP outlining the Authority's objectives for the purchase and listing the factors to be used in evaluating proposals, including their relative importance;
- 2.7.2.2. Advertise for proposals;
- 2.7.2.3. Receive proposals and prepare a proposal tabulation;

2.7.2.4. Have proposals evaluated by the Technical Committee, or an ad-hoc committee appointed by the Technical Committee, according to the factors and secure direction to negotiate with the selected vendor;

2.7.2.5. Negotiate a contract with the selected vendor, including delivery/performance and payment schedules; and

2.7.2.6. Secure the approval of the Authority Board for the final contract before making the purchase. Depending on the nature of the purchase, the purchaser may also prepare performance measures to be included in the contract for use in verifying compliance with the Authority's objectives upon completion of the purchase.

2.7.3. Approval Authority.

2.7.3.1. Authority Board approval is required for purchases using this method.

2.7.3.2. Unless a contract for a purchase provides otherwise, a change order or amendment to a contract that changes the amount payable to the vendor is subject to the following approval authority: If the amount payable under the contract is reduced, or is increased by \$50,000 or less, the Executive Director may approve it; if the amount payable is increased more than \$50,000, the change is subject to approval by the Authority Board.

Section 2.8. Professional Services RFP Process.

2.8.1. Description. The professional services RFP process should be used to procure professional services which exceed \$50,000 in amount. This method allows for selection of vendors based on demonstrated competence and qualifications to perform the services for a fair and reasonable price rather than based on competitive bids.

2.8.2. Procedure. The purchaser will:

2.8.2.1. Prepare an RFP outlining the Authority's professional services needs and listing the factors to be used in evaluating proposals, including their relative importance;

2.8.2.2. Advertise for proposals;

2.8.2.3. Receive proposals and prepare a proposal tabulation;

2.8.2.4. Have proposals evaluated by the Technical Committee, or an ad-hoc committee appointed by the Technical Committee, according to the factors and secure direction to negotiate with the selected vendor;

2.8.2.5. Negotiate a contract with the selected vendor, which may include a detailed scope of work, a schedule for the work, a description of deliverables, and method of compensation, or may consist of a master agreement that allows the Authority to issue work orders at later points in time that include scopes of work, schedule, deliverables, and compensation; and

2.8.2.6. Secure the approval of the Authority Board for the final contract.

2.8.3. Approval Authority.

2.8.3.1. Authority Board approval is required for purchases using this method.

2.8.3.2. Each work order issued under a master agreement will be considered a separate purchase. Work orders for which the compensation is \$50,000 or less may be approved by the Executive Director; those with compensation of more than \$50,000 require approval of the Authority Board.

2.8.3.3. Unless a contract for a purchase provides otherwise, a change in services or amendment to a contract that changes the amount payable to the vendor is subject to the following approval authority: If the amount payable under the contract is reduced, or is increased by \$50,000 or less, the Executive Director may approve it; if the amount payable is increased by more than \$50,000, the change is subject to approval by the Authority Board.

Section 2.9. Professional Services Pre-Qualified List Process.

2.9.1. Description. For professional services for which the Authority may have a recurring need, the professional services pre-qualified list process may be used at the discretion of the Executive Director instead of the other professional services procurement processes discussed in this Policy. This method allows for selection of a list of qualified vendors to perform services based on Authority-issued work orders for a fair and reasonable price rather than based on competitive bids.

2.9.2. Procedure. The purchaser will:

2.9.2.1. Prepare an RFP outlining the Authority's professional services needs and listing the factors to be used in evaluating proposals, including their relative importance;

2.9.2.2. Advertise for proposals;

2.9.2.3. Receive proposals and prepare a proposal tabulation;

2.9.2.4. Have proposals evaluated by the Technical Committee, or by an ad-hoc committee appointed by the Technical Committee, according to the factors and prepare a list of approved vendors for the professional service needs;

2.9.2.5. Negotiate a master agreement with each vendor on the approved list that allows the Authority to issue work orders at later points in time that include a detailed scope of work, a schedule for the work, a description of deliverables, and method of compensation; and

2.9.2.6. Secure Authority Board approval for the master agreements.

2.9.3. Approval Authority. Each work order issued under a master agreement will be considered a separate purchase. Work orders for which the compensation is \$50,000 or less may be approved by the Executive Director; those with compensation of more than \$50,000 require approval of the Authority Board.

Section 2.10. Cooperative Contract Purchases.

2.10.1. Description. Many Authority purchases may be made through contracts entered into between vendors and the State of Texas (such as cooperative purchasing programs of the Texas Building and Procurement Commission), or between vendors and cooperative local government purchasing groups (such as the BuyBoard of the Texas Local Government Purchasing Cooperative). This method can simplify the purchasing process while ensuring value and satisfying requirements for competitive bidding or proposals.

2.10.2. Procedure. The purchaser should always consider cooperative contract purchases when available to meet Authority needs. Many cooperative contract purchase programs require the Authority to formally join the program with approval of the Authority Board. Actual purchase procedures vary with cooperative contracts, but they usually involve a process similar to issuance of a purchase order.

2.10.3. Approval Authority. Approval authority for cooperative contract purchases depends on the amount of the purchase, as described in the table in Section 2.1 above.

Section 2.11. Sole Source Purchases and Emergency Purchases.

2.11.1. Description. A purchase of goods that are available from only one source, such as items that subject to patents, copyrights, secret processes, or natural monopolies, or gas, water, or other utility services, or captive replacement parts or components for equipment, can be made using a sole source purchase process instead of an informal bid, sealed bid, or competitive proposal process. A purchase of goods or services that are needed in connection with a bona fide, unforeseen emergency can be made using an emergency purchase process instead of an informal bid, sealed bid, or competitive proposal process.

2.11.2. Procedure. The purchaser will prepare a written justification for the use of a sole source purchase or emergency purchase. The purchaser will secure the applicable approval for a sole source purchase before making the purchase. The purchaser will secure the applicable approval for an emergency purchase before making the purchase, if possible; otherwise, the purchaser will secure the applicable ratification of an emergency purchase after it is made. The purchaser will use Authority contracting forms (i.e., purchase order terms and conditions, service contract terms and conditions, or construction contract terms and conditions) to the maximum extent possible in making sole source and emergency purchases.

2.11.3. Approval Authority. Sole source purchases and emergency purchases of up to \$50,000 require approval of the Executive Director. Sole source purchases and emergency purchases of more than \$50,000 require approval of the Authority Board.

Section 2.12. Historically Underutilized Businesses (HUBs).

2.12.1. Description. For purchases in excess of \$50,000, the Authority requires selected vendors to make a good faith effort towards the Authority's participation goal of 23.7% for HUBs, which include: HUBs, MBEs (Minority Business Enterprises), DBEs (Disadvantaged Business Enterprises), and SMBs (Small Medium Businesses). For purchases of more than \$3,000 up to \$50,000, the Authority requires contact with HUBs to

solicit interest in submitting bids or proposals. The HUB goal may be met by the prime vendor subcontracting a portion of the goods or services being purchased to qualified HUBs. Refer to www.window.state.tx.us/procurement for a list of the current HUB vendors for the commodity that is being purchased.

2.12.2. Procedure. The purchaser will:

2.12.2.1. For purchases in excess of \$50,000, include in the bid packet or RFP, and in any advertisement, the Authority's HUB participation goal and the Authority's requirement for selected vendors to make a good faith effort towards the goal, and a statement that the goal may be met either by the vendor being a HUB or by the vendor subcontracting with one or more HUBs to provide a portion of the goods or services. The bid packet or RFP will require each vendor to either provide the vendor's current HUB certification, or to describe the methods by which it plans to achieve the HUB participation goal. The contract with a selected vendor that does not have current HUB certification will include a description of the methods the vendor will use to achieve the HUB participation goal.

2.12.2.2. For purchases of more than \$3,000 up to \$50,000, the purchaser will contact at least one HUB on a rotating basis to solicit interest in submitting a price quote or proposal.

2.12.3 Approval Authority. The approval authority remains unchanged from that outlined under each purchasing method noted above.

Section 2.13. Alternative Construction Contract Method – Competitive Sealed Proposals.

2.13.1. Description. This method is similar to the sealed bid process described in Section 2.6 above, but it allows for evaluation of proposals based on factors other than price.

2.13.2. Procedure. The purchaser will:

2.13.2.1. Prepare an RFCSP that includes specifications, terms for proposals, evaluation factors and weights;

2.13.2.2. Advertise for proposals and make RFCSP information available to potential proponents;

2.13.2.3. Receive proposals and prepare a tabulation of proposals;

2.13.2.4. Arrange for evaluation and ranking of proposals;

2.13.2.5. If allowed under the RFCSP, negotiate modifications to the proposed scope, time and price with the highest-ranked proponent; finalize the contract, or if unable to do so, notify the proponent that negotiations are ended and undertake negotiations with other proponents in order of ranking;

2.13.2.6. Prepare a recommendation to the Authority Board for approval of a contract with the proponent that submits the proposal that offers the greatest value to the Authority based on evaluation of the proposals; and

2.13.2.7. Secure approval from the Authority Board before the contract is executed.

2.13.3. Approval Authority.

2.13.3.1. Authority Board approval is required for contracts using this method.

2.13.3.2. For contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.

Section 2.14 Alternative Construction Contract Method – Construction Manager at Risk (CMAR).

2.14.1 Description. A CMAR serves as the general contractor, but also provides consultation to the Authority regarding construction during and after the design of the facility. A CMAR assumes the risk for construction, alteration or repair of a facility at the contracted price. The Authority may select and hire a CMAR by a one-step or two-step process. Prior to or concurrently with selecting a CMAR, the Authority must select an architect or engineer who will be responsible for preparing the design and construction documents for the project.

2.14.2. Procedure – One-Step Process. The purchaser will:

2.14.2.1. Prepare an RFP that includes information on the project site, scope, schedule, selection criteria, the weighted value of selection criteria, estimated budget, and other information that would assist the Authority in its selection of a CMAR; the RFP should request proposed fees and prices from proponents for fulfilling the general conditions;

2.14.2.2. Advertise for proposals and make RFP information available to potential proponents;

2.14.2.3. Receive proposals and prepare a tabulation of proponents;

2.14.2.4. Arrange for evaluation and ranking of proposals within 45 days of the receipt of proposals;

2.14.2.5. Negotiate a contract for CMAR services with the highest-ranked proponent and finalize the contract; or if unable to do so, notify the proponent that negotiations are ended and undertake negotiations with other proponents in order of ranking; if the contract does not include a GMP, ensure the contract includes submission by the CMAR of GMP information at a stage or stages appropriate to the project for review and approval by the purchaser or the Authority Board;

2.14.2.6. Prepare a recommendation to the Authority Board for approval of the contract with the selected proponent;

2.14.2.7. Secure approval from the Authority Board before the contract is executed;

2.14.2.8. Ensure coordination with the CMAR and the design architect or engineer throughout the design and construction process;

2.14.2.9. Oversee the CMAR's selection of trade contractors and subcontractors, including choice of procurement methods, and advertising for and evaluation of bids or proposals;

2.14.2.10. Review the trade contractor and subcontractor bids and proposals with the CMAR and the design architect or engineer; select trade contractors or subcontractors in a manner that does not disclose the contents of the bids or proposals to the public; and make bids or proposals available to the public after contract award or final selection of a bid or proposal;

2.14.2.11. Secure Authority Board approval for a GMP for the project; and

2.14.2.12. Ensure that the CMAR contracts directly with the selected trade contractors and subcontractors.

2.14.3. Procedure – Two-Step Process. The purchaser will:

2.14.3.1. Prepare an RFQ similar to the RFP in the One-Step Process, but not requesting proposed fees and prices from offerors;

2.14.3.2. Advertise for qualifications statements and make RFQ information available to potential offerors;

2.14.3.3. Receive qualifications statements and prepare a tabulation of offerors;

2.14.3.4. Arrange for evaluation of offerors and selection of five or fewer offerors, based on qualifications, from which to request additional information, including proposed fees and prices for fulfilling the general conditions; and arrange for evaluation and ranking of offerors based on the additional information;

2.14.3.6. Negotiate a contract for CMAR services with the highest-ranked offeror and finalize the contract; or if unable to do so, notify the offeror that negotiations are ended and undertake negotiations with other offerors in order of ranking; if the contract does not include a GMP, ensure the contract includes submission by the CMAR of GMP information at a stage or stages appropriate to the project for review and approval by the purchaser or the Authority Board;

2.14.3.7. Prepare a recommendation to the Authority Board for approval of the contract with the selected offeror;

2.14.3.8. Secure approval from the Authority Board before the contract is executed;

2.14.3.9. Ensure coordination with the CMAR and the design architect or engineer throughout the design and construction process;

2.14.3.10. Oversee the CMAR's selection of trade contractors and subcontractors, including choice of procurement methods, and advertising for and evaluation of bids or proposals;

2.14.3.11. Review the trade contractor and subcontractor bids and proposals with the CMAR and the design architect or engineer; select trade contractors or subcontractors in a manner that does not disclose the contents of the bids or proposals to the public; make bids or proposals available to the public after contract award or final selection of a bid or proposal;

2.14.3.12. Secure Authority Board approval for a GMP for the project; and

2.14.3.13. Ensure that the CMAR contracts directly with the selected trade contractors and subcontractors.

2.14.4. Approval Authority.

2.6.3.1. Authority Board approval is required for contracts using this method.

2.6.3.2. For contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.

Section 2.15 Alternative Construction Contract Method – Design/Build.

2.15.1. Description. Under the design-build method, the Authority awards a single contract to a firm that designs and constructs a facility. A design-build firm consists of a team that includes an architect or engineer and a builder. The design-build team may construct the project itself or it may subcontract all or portions of the work. In so doing, the designer-builder contracts directly with the subcontractors and assumes complete responsibility for both the design and construction of the project. Prior to selecting a design-build firm, the Authority must select and contract with an independent architect or engineer to act as its project representative for the duration of the project. Projects defined as “civil works projects” in Texas Government Code Chapter 2269, such as utility and road projects, are subject to detailed requirements in addition to those described below, and the Authority is subject to a numerical limit on such projects each fiscal year.

2.15.2. Procedure. The purchaser will:

2.15.2.1. Prepare an RFQ, in coordination with the project representative, that includes general information on the project site, project scope, budget, special systems, selection criteria and the weighted value for each criterion, and other information that may assist firms in submitting proposals for the project;

2.15.2.2. Prepare a design criteria package, in coordination with the project representative, with more detailed information on the project, including sufficient information to permit a design-build firm to prepare a response to the RFQ, such as criteria describing the project and criteria for selection of offerors, and to provide any additional information requested;

2.15.2.3. Advertise for qualifications statements and make RFQ and design package information available to potential offerors;

2.15.2.4. Receive qualifications statements and prepare a tabulation of offerors;

2.15.2.5. Arrange for evaluation and ranking of offerors, and qualify a maximum of five offerors to submit proposals that contain additional information and, if the purchaser chooses, to interview for final selection; and if desired, conduct interviews with qualified offerors;

2.15.2.6. Negotiate a contract with the highest-ranked offeror and finalize the contract; or if unable to do so, notify the offeror that negotiations are ended and undertake negotiations with other offerors in order of ranking; if the contract does not include a GMP, ensure the contract includes submission by the design-build

firm of GMP information at a stage or stages appropriate to the project for review and approval by the purchaser or the Authority Board;

2.15.2.7. Prepare a recommendation to the Authority Board for approval of a contract with the selected offeror;

2.15.2.8. Secure approval from the Authority Board before the contract is executed;

2.15.2.9. Ensure coordination with the project representative and design-build firm throughout the design and construction process; and

2.15.2.10. Review design submittals from the design-build firm for compliance with the Authority's scope for the project.

2.15.3. Approval Authority.

2.15.3.1. Authority Board approval is required for contracts using this method.

2.15.3.2. For contracts involving an amount more than \$100,000, the required Authority Board approval must be by a majority of all of the Board members.

Article 3. Other Considerations

Section 3.1. Methods of Advertising. When advertising for bids or proposals is required, the purchaser should arrange for a notice of the Authority's intent to receive bids or proposals to be published once a week for two consecutive weeks in a newspaper of general circulation in Hays County and in a newspaper of general circulation in Caldwell County. The date of the first publication must be at least 15 days before the deadline for the submission of bids or proposals.

Section 3.2. Construction Contracts. Contracts for the construction of facilities (including reconstruction, repairs and remodeling) in an amount more than \$20,000 involve a variety of legal requirements under State law, including the following:

3.2.1. Design Professional. The Authority must provide for a licensed architect or engineer, as appropriate to the type of work, to design and oversee construction of the project.

3.2.2. Prevailing Wage Rates. The Authority must require the contractor and subcontractors to pay at least the prevailing levels of wages for persons working on the project.

3.2.3. Worker's Compensation Insurance. The Authority must require the contractor and subcontractors to provide workers compensation insurance coverage for persons working on the project.

3.2.4. Bonds. The Authority must require the contractor to provide payment and performance bonds for the project.

3.2.5. Real Property Acquisitions. The Authority must complete acquisitions of real property, easements and rights-of-way in a timely manner to allow the project to proceed on schedule.

3.2.6. Change Orders. Change orders may not result in a cumulative increase of more than 25% in the contract amount except when issued only as a result of unanticipated conditions encountered during construction, repair, or renovation or changes in regulatory criteria or to facilitate project coordination with other political entities, and they may not result in a cumulative decrease of more than 25% in the contract amount without the consent of the contractor. The following table shows the approval authority for construction contract change orders, based on the contract amount as originally approved:

Construction Contract Change Order Approval Authority Levels			
Approval Authority	Contract Amount < \$5 million	Contract Amount ≥ \$5 million and < \$10 million	Contract Amount ≥ \$10 million
Executive Director	≤ \$25,000 up to a maximum cumulative amount of 3% of contract amount	≤ \$100,000 up to a maximum cumulative amount of 3% of contract amount	≤ \$100,000 up to a maximum cumulative amount of 2% of contract amount
Technical Committee	≤ \$50,000 up to a maximum cumulative amount of 5% of contract amount	≤ \$250,000 up to a maximum cumulative amount of 5% of contract amount	≤ \$250,000 up to a maximum cumulative amount of 5% of contract amount
Board of Directors	> \$50,000	> \$250,000	> \$250,000

Notes to table:

3.2.6.1. Change order dollar amounts are per change order, and refer only to additive change orders. The Executive Director will have authority to approve all deductive change orders.

3.2.6.2. Cumulative amounts include all prior change orders approved by an approver. Cumulative amounts do not include any change orders approved by a different approver.

3.2.6.3. For the alternative construction contract methods described in Sections 2.14 (Construction Manager-at-Risk) and 2.15 (Design-Build), the “contract amount” for change order purposes is the most recent approved GMP, or if no GMP is in place, the Authority’s construction budget for the project.

Section 3.3. Use of Credit Cards for Authority Business. Credit cards may be used for routine purchases of goods or services in an amount less than \$2,000 per purchase, or for authorized travel expenses. Credit cards are for official Authority business purposes only and shall not be used for any personal transactions. Use of a credit card to make a purchase of capitalized equipment is prohibited. Improper use of a credit card may result in disciplinary action, up to and including termination of employment, and the Authority’s exercise of any legal remedies if unauthorized expenditures were incurred and to otherwise protect its interest.

3.3.1 Cardholder Approvals. The issuance of a credit card to an employee must be approved by the Authority Board.

3.3.2 Account Information.

3.3.2.1 Credit cards should be selected that do not impact an employee's personal credit.

3.3.2.2 The balance including interest due shall be paid in full by the Authority prior to the due date listed on each statement.

3.3.2.3 If the credit card provides for any reward that includes a "cash-back" reward, then only the cash-back reward may be redeemed and must be redeemed for the Authority's benefit and not to an individual employee's benefit.

3.3.2.4 The cash-advance limit must be zero.

3.3.2.5 The credit limit for the credit card account shall not exceed \$15,000.

3.3.2.6 A line-item bookkeeping entry shall be made in the Alliance's accounting records for each credit purchase with a sufficient description of the expense.

3.3.2.7 A monthly schedule of credit card transactions shall be included in the monthly financial report to the Board. **3.3.3 Responsibilities.** Credit cardholder responsibilities include:

3.3.3.1 The cardholder shall forward all documentation of each purchase to the Executive Director within two business days of the purchase.

3.3.3.2 The cardholder shall be responsible to maintain the security of the card and shall be personally responsible for paying any charge assessed against the card that is not for official Authority business or is otherwise in violation of this Policy.

3.3.3.3 The cardholder shall immediately advise the Executive Director (or the Authority Board chair, if the cardholder is the Executive Director) of any lost or stolen credit card or any suspicion of identity theft related to a card.

3.3.3.4 Credit card purchase approvals: The Executive Director must review and approve all purchase documentation and all cardholder statements. At the end of each statement cycle, a copy of the statement will be provided to each cardholder to promptly review and approve and then submit to the Executive Director.

3.3.4 Credit Card Dollar Limitations. Credit card purchases of goods or services must be in an amount under \$2,000 per purchase. This means if the total payment, including freight, to be made to a vendor is \$2,000 or more, a purchase method other than a credit card must be used. Credit card purchases may exceed \$2,000 only for authorized travel expenses. A credit card may be used where there are exceptional circumstances for the purchase.

3.3.5 Suspension/Termination of Credit Cards. A cardholder who does not comply with Authority policies will have his or her credit card privileges suspended and may face further disciplinary action, up to and including termination and criminal prosecution. A credit card shall be immediately canceled when the cardholder's employment with the Authority is terminated and otherwise at the Authority's discretion.

3.3.6 Reinstatement of Credit Card. If a credit card is cancelled or suspended for misuse, credit card privileges can be reinstated after a one-year period. There will be mandatory re-training prior to reinstatement of the credit card privileges. The reinstatement will be probationary for a six-month period, on terms to be established by the Executive Director, or, if the cardholder is the Executive Director, by the Authority Board.

3.3.7 Credit Monitoring for Fraudulent Activity. The Authority must subscribe to a credit monitoring service that monitors potential fraudulent activity on the account and that is either provided directly by the credit card company or by an outside service.

Section 3.4. Invoices; Payments.

3.4.1. Checking Invoices. The Executive Director will ensure that each invoice received by the Authority is checked for compliance with applicable provisions of this Policy. If the Executive Director determines that an invoice is in compliance with an approved contract and this Policy, and the amount is within the budgeted funds for the contract, the Executive Director may approve the invoice for payment. A monthly report on consultant contracts and invoices to date shall be prepared and presented to the Technical Committee for informational purposes.

3.4.2. Prompt Payment Act. State law requires the Authority to make payments to vendors no later than the 45th calendar day on which the Authority received supplies, materials, or equipment, or the day on which performance of services was completed, or the day on which the Authority received an invoice, whichever is later. This deadline does not apply if there is a bona fide dispute over an invoice; however, the purchaser should ensure the basis for the dispute is documented before withholding payment. The purchaser must promptly handle an invoice once it has been received. Vendors may charge interest on outstanding payments that exceed the 45 day period.

Section 3.5. Fixed Assets. When a purchase involves the acquisition of an item that is defined as a fixed asset under the Authority's financial policies, the purchaser must ensure that the item is promptly added to the Authority's fixed assets inventory after its delivery.

Section 3.6. Exemption from Taxes. Authority purchases are exempt from sales and use taxes. The purchaser will take all steps necessary to ensure that sales taxes are not charged on purchases made for the Authority.

Section 3.7. Travel. The guidelines and standards in this section will apply to expenses for travel by Authority officers or employees on Authority business, whether paid by debit card or requested for reimbursement.

3.7.1. Allowable Expenses.

3.7.1.1. Registration will be reimbursed at actual cost. Direct payment to the program sponsor is preferable to reimbursement to an attendee. Full advantage should be taken of any preregistration discounts.

3.7.1.2. Transportation arrangements should be based on what is the most economical total cost to the Authority. Personal vehicle mileage reimbursement will be based upon actual mileage at the rate per mile set by the IRS. The Executive Director will not be eligible for mileage reimbursement. Airfare should be paid by the Authority directly to the carrier whenever possible. Airfare should be at the coach rate, and full advantage should be taken of all prepaid, special or discount fares. Public carrier fares will be based on prevailing fares in the area. Car rental should occur only when needed and when economical compared with public carrier rates.

3.7.1.3. Hotel expenses should be incurred only when needed. Amounts will be based on standard room rates. Personal items such as telephone calls and movies are not eligible for payment.

3.7.1.4. Actual meal and tip expenses may be paid up to a maximum total of reimbursement for each day of \$50.00.

3.7.2. Documentation for Reimbursement. A completed Authority travel expense reimbursement form must be submitted to the Authority, accompanied by receipts for all expenses. No expense will be reimbursed if a receipt is not submitted for it.

Section 3.8. Approval of Rights of Entry Agreements. When requested by a landowner, the Authority's Executive Director shall have the authority to sign a right of entry in association with an Authority project, provided that any payment to be made does not exceed \$3,000. A right of entry that requires a payment of more than \$3,000 up to \$50,000 requires approval by the Technical Committee, and a right of entry that requires a payment of more than \$50,000 requires approval by the Authority Board of Directors.

Section 3.9. Ethics Considerations. State law prohibits Authority officers and employees from involvement in purchasing decisions where an officer or employee has a conflicting personal interest in the decision. The Authority Board Bylaws place significant restrictions on business transactions between the Authority and Authority Board members. Generally, the Bylaws prohibit any transaction of business between the Authority and Authority Board members without full disclosure to the Board and a determination that the transaction is in the best interests of the Authority. In addition, the Bylaws prohibit Authority Board members, officers and committee members from:

3.8.1. Doing any act in violation of a binding obligation of the Authority;

3.8.2. Doing any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Authority;

3.8.3. Receiving an improper personal benefit from the operation of the Authority;

3.8.4. Using the assets of the Authority, directly or indirectly, for any purpose other than carrying on the business of the Authority; or

3.8.5. Wrongfully transferring or disposing of Authority property.

Section 3.10. Disclosure of Information by Vendors. State law (Local Government Code Chapter 176) requires certain persons and firms to file a conflict of interest questionnaire with the Authority. All persons and firms that meet the following criteria must submit a completed questionnaire no later than the 7th business day after the date the person or firm a) begins contract discussions or negotiations to enter into a contract with the Authority, or b) submits to the Authority an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the Authority, or c) becomes aware of a reportable employment or other business relationship with an officer or family member of an officer of the Authority, or d) becomes aware that the person has given one or more reportable gifts to a person connected with the Authority. The questionnaire forms are available on the State Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIS.pdf>.

Section 3.11. General Counsel Support. When questions arise about this Policy, or about specific purchases, or the terms and conditions of specific purchases, the purchaser should consider consulting with the Authority general counsel for clarification and advice.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- I.6** Consider adoption of Resolution 2020-05-27-005 making appointments to the Technical Committee. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority's Board of Directors created and made initial appointments to the Technical Committee through the adoption of Resolution 20180328-004 in March 2018. Resolution 20200226-003 updated the appointments to the committee to the following:

- Kenneth Williams
- James Earp
- Tom Taggart
- Humberto Ramos
- Mike Taylor
- Brian Lillibridge
- Non-Voting: George Haehn

With Mr. Williams' departure from the Board of Director, his position either needs to be filled or the size of the committee needs to be reduced. The Committee membership is limited to a maximum of six (6) Board members.

There is not a requirement to have a Non-Voting member.

Attachment(s)

- Resolution 2020-05-27-005

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-005 making appointments to the Technical Committee.



ALLIANCE WATER

RESOLUTION NO. 20200527-005

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

RECITALS:

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

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

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

SECTION 1. The Authority Board appoints _____, _____, _____, _____, _____, and _____ as voting members of the Technical Committee, and _____ as a non-voting member of the Technical Committee.

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

ADOPTED: May 27, 2020

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- I.7** Discussion and possible direction to Staff regarding possible support of legislation to allow for the use of virtual meetings in non-public health threat times. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

In March 2020 Governor Abbott issued an Executive Order declaring COVID-19 as a public health threat and allowing certain provisions of the Texas Open Meetings Act to be temporarily suspended which has allowed for Open Meetings to occur virtually.

Director James Earp requested that an item be placed on this Board agenda whereby the Board would consider supporting another Executive Order and/or legislation allowing for virtual meetings in non-public health threat times.

Attached is a list of the various statutory provisions that were suspended by the Executive Order allowing for virtual meetings.

Attachment(s)

- Open Meetings Laws Subject to Temporary Suspension

Board Decision(s) Needed:

- Possible direction to Staff and Government Relations team regarding the ability to continue with virtual public meetings in non-public health threat times.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

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

Background/Information

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

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

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- D. *Consideration of Resolution 2020-05-27-006 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 1.528 acres situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
-

Attachment(s)

- Resolution 2020-05-27-006

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-006.



ALLIANCE WATER

RESOLUTION NO. 20200527-006

William Aubrey Voigt– 1.528 Acre, Permanent Pipeline and Right-of-Way Easement situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT EASEMENT TOTALING 1.528 ACRES, SITUATED IN THE MOSES GAGE SURVEY, ABSTRACT NO. 8, CALDWELL COUNTY, TEXAS, ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of a permanent 90-foot wide Pipeline and Right-of-Way easement over a tract of land totaling 1.528 acres, situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas, and being a portion of that called 15.500 acre tract of land described in Deed to William Aubrey Voigt, as recorded in County Clerks File Number 2017-004891 of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.). Said 1.528-acre 90-foot wide permanent easement being more specifically described by metes and bounds in Exhibit “A” and also being referred to herein as the “Easement,” for the public use to construct, reconstruct, operate, inspect, and maintain a water transmission line and related facilities and improvements (the “Project”); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire permanent and temporary easements from properties for the purpose of construction, reconstruction, operation, and maintenance of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to affect the laying out, establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA's agents, representatives, or employees to enter upon the above-described property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project;

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

SECTION 1.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of a permanent easement for the public use for construction, reconstruction, operation, maintenance, inspection and repair of a water transmission line and appurtenances over that certain 1.528-acre (66,560 square foot) parcel of land described with particularity on Exhibit "A" attached and incorporated herein by reference as if fully set out.

2. That ARWA's agents, representatives, or employees are hereby authorized to:

- a. Lay out the exact location of the land area needed for the Easement;
- b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;
- c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;
- d. Negotiate with the owners of any such properties for the purchase thereof;
- e. To purchase any necessary easements and rights-of-way on, over, under and across the Easement and execute all documents necessary to acquire such necessary land rights, all subject to express approval of the specific, negotiated terms by ARWA;

f. Initiate eminent domain proceedings against the owner(s) of the Easement for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase the Easement; and

g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for the Easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the _____ day of _____, 2020.

ALLIANCE REGIONAL WATER AUTHORITY

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

ATTEST:

James Earp
Secretary of the Board of Directors of
ALLIANCE REGIONAL WATER AUTHORITY

EXHIBIT A

METES AND BOUNDS LEGAL DESCRIPTION & DRAWING



Partners for a Better Quality of Life

Legal Description
1.528 Acres (66,560 Square Foot)
90 Foot Wide Permanent Easement

BEING A 1.528 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE MOSES GAGE SURVEY, ABSTRACT NO. 8 CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 15.500 ACRE TRACT OF LAND DESCRIBED IN DEED TO WILLIAM AUBREY VOIGT, AS RECORDED IN COUNTY CLERKS FILE NUMBER 2017-004891 OF THE OFFICAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 1.528 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 6 inch treated fence post corner being the common easterly corner of said 15.500 acre tract and that called 268.934 acre tract of land described in deed to James Milton Jowers and wife, Pamela V. Jowers, as recorded in County Clerks File Number 2012-6743 of said (O.P.R.C.C.T.);

THENCE along the common line of said 15.500 and 268.934 acre tracts following two (2) courses and distances:

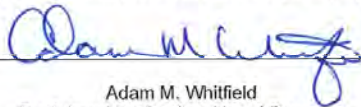
1. S 28° 47' 45" W, a distance of 413.94 feet, to a point for corner same being the most easterly corner hereof and the POINT OF BEGINNING;
2. S 28° 47' 45" W, a distance of 91.33 feet, to the most southerly corner hereof. From which a 4 inch by 4 inch fence post corner being the southerly common corner of said 268.934 acre tract and that called 3.115 acre tract of land described in deed to Dee Wilson Voigt and Mandy Voigt a married couple, as recorded in County Clerks File Number 2017-004889 of said (O.P.R.C.C.T.) bears S 28° 47' 45" W, a distance of 504.29 feet;

THENCE N 51° 24' 33" W, leaving said common line, over and across said 15.500 acre tract a distance of 739.13 feet, to a point for corner and lying in the common line of said 15.500 acre tract and that called 61.808 acre tract described in deed to Dee Wilson Voigt and Mandy Voigt a married couple, as recorded in County Clerks File Number 2017-004890 of said (O.P.R.C.C.T.), and the westerly corner hereof;

THENCE N 28° 00' 58" E, along the common line of said 15.500 and 61.808 acre tracts a distance of 91.55 feet, to a point corner and being the most northerly corner hereof;

THENCE S 51° 24' 33" E, leaving said common line, over and across said 15.500 acre tract a distance of 740.40 feet, to POINT OF BEGINNING and containing 1.528 acres, more or less.

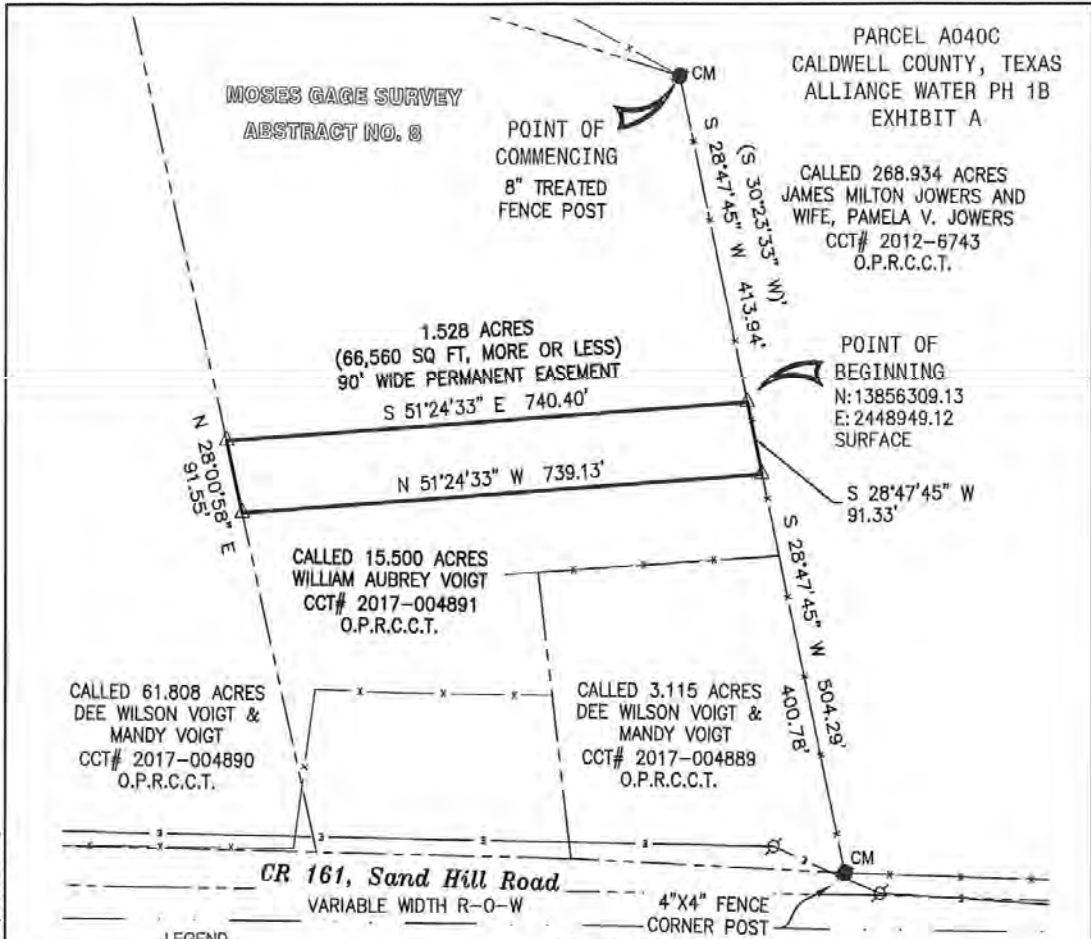
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.


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

Date: 11-20-19

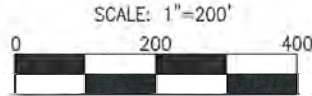
November 20, 2019





LEGEND

- = Calculated Point
- = Fence Post as Noted
- = Proposed Permanent Easement
- = Adjoining Boundary (approx.)
- = Abstract Line (approx.)
- = Barbed Wire Fence
- = Overhead Powerline
- O.P.R.C.C.T. = Official Public Records
Caldwell County, Texas
- D.R.C.C.T. = Deed Records Caldwell
County, Texas
- (XX) = Record Call
- CM = Controlling Monument



Date: Nov. 19, 2019, 7:50am User: [illegible]
 File: G:\Projects\1906032-Allstate\1906032-Allstate\Survey\SECURITY A TITLES - Caldwell County\A040C\EXHIBIT EASEMENT\A040C_PFE.dwg



200 W. Hwy 6, Suite 620, Waco, Texas 76772
254.772.8272 TBPLS 10194324

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground October, 2019 the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Date: November 20, 2019

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

PAGE 3 OF 3

WORK ORDER: ARWA1800502 DIGITAL FILE: A040C Easement.dwg Revision #: XX DRAWN BY: MDH

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REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- E. *Consideration of Resolution 2020-05-27-007 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 2.062 acres situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
-

Attachment(s)

- Resolution 2020-05-27-007

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-007.



ALLIANCE WATER

RESOLUTION NO. 20200527-007

Dee Wilson Voigt and Mandy Voigt– 2.062 Acre, Permanent Pipeline and Right-of-Way Easement situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT EASEMENT TOTALING 2.062 ACRES, SITUATED IN THE MOSES GAGE SURVEY, ABSTRACT NO. 8, CALDWELL COUNTY, TEXAS, ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of a permanent 90-foot wide Pipeline and Right-of-Way Easement over a tract of land totaling 2.062 acres, situated in the Moses Gage Survey, Abstract No. 8, Caldwell County, Texas, and being a portion of that called 61.808 acre tract of land described in Deed to Dee Wilson Voigt and Mandy Voigt, as recorded in County Clerks File Number 2017-004890 of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.). Said 2.062-acre 90-foot wide permanent easement being more specifically described by metes and bounds in Exhibit “A” and also being referred to herein as the “Easement,” for the public use to construct, reconstruct, operate, inspect, and maintain a water transmission line and related facilities and improvements (the “Project”); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire permanent and temporary easements from properties for the purpose of construction, reconstruction, operation, and maintenance of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to affect the laying out, establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA's agents, representatives, or employees to enter upon the above-described property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project;

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

SECTION 1.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of a permanent easement for the public use for construction, reconstruction, operation, maintenance, inspection and repair of a water transmission line and appurtenances over that certain 2.062-acre (89,821 square foot) parcel of land described with particularity on Exhibit "A" attached and incorporated herein by reference as if fully set out.

2. That ARWA's agents, representatives, or employees are hereby authorized to:

- a. Lay out the exact location of the land area needed for the Easement;
- b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;
- c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;
- d. Negotiate with the owners of any such properties for the purchase thereof;
- e. To purchase any necessary easements and rights-of-way on, over, under and across the Easement and execute all documents necessary to acquire such necessary land rights, all subject to express approval of the specific, negotiated terms by ARWA;
- f. Initiate eminent domain proceedings against the owner(s) of the Easement for acquisition thereof in the event the owner(s) fail to accept

a bona fide offer to purchase the Easement; and

g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for the Easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the _____ day of _____, 2020.

ALLIANCE REGIONAL WATER AUTHORITY

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

ATTEST:

James Earp
Secretary of the Board of Directors of
ALLIANCE REGIONAL WATER AUTHORITY

EXHIBIT A

METES AND BOUNDS LEGAL DESCRIPTION & DRAWING



Legal Description
2.062 Acres (89,821 Square Foot)
90 Foot Wide Permanent Easement

BEING A 2.062 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE MOSES GAGE SURVEY, ABSTRACT NO. 8 CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 61.808 ACRE TRACT OF LAND DESCRIBED IN DEED TO DEE WILSON VOIGT AND MANDY VOIGT, AS RECORDED IN COUNTY CLERKS FILE NUMBER 2017-004890 OF THE OFFICAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 2.062 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found being the common southerly corner of said 61.808 acre tract and that called 15.72 acre tract of land described in deed to Dee Wilson Voigt and Peggy Wilson Hoffman, as recorded in County Clerks File Number 2017-000357 of said (O.P.R.C.C.T.). Also lying on the north Right-of-Way line of County Road (CR) 161 (Variable Width), commonly known as Sand Hill Road. From which a 1/2 inch iron rod found lying in the common line of said 61.808 and 15.72 acre tracts bears N 28° 24' 05" E, a distance of 1,529.98 feet;

THENCE S 46° 25' 55" E, along the common line of said 61.808 acre tract and Sand Hill Road a distance of 561.96 feet, to a point for the POINT OF BEGINNING and being the most westerly southwest corner hereof;

THENCE leaving said common line, over and across said 61.808 acre tract the following four (4) courses and distances:

1. N 43° 03' 11" E, a distance of 53.72 feet, to a point for corner;
2. S 68° 59' 48" E, a distance of 555.74 feet, to a point for corner;
3. S 78° 32' 44" E, a distance of 440.84 feet, to a point for corner;
4. S 51° 24' 33" E, a distance of 14.23 feet, to a point and being the most northerly northeast corner hereof and lying on the common line of said 61.808 acre tract and that called 15.500 acre tract of land described in deed to William Aubrey Voigt, as recorded in County Clerks File Number 2017-004891 of said (O.P.R.C.C.T.);

THENCE S 28° 00' 58" W, along the common line of said 61.808 and 15.500 acre tracts a distance of 91.55 feet, to appoint for corner and the most southerly southeast corner hereof;

THENCE leaving said common line, over and across said 61.808 acre tract the following three (3) courses and distances:

1. N 51° 24' 33" W, a distance of 9.31 feet, to a point for corner;
2. N 78° 32' 44" W, a distance of 426.64 feet, to a point for corner;
3. N 68° 59' 48" W, a distance of 486.67 feet, to a point lying on the common line of said 61.808 acre tract and Sand Hill Road;

THENCE N 46° 25' 55" W, along the common line of said 61.808 acre tract and Sand Hill Road a distance of 104.77 feet, to POINT OF BEGINNING and containing 2.062 acres, more or less.

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

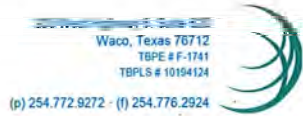
Adam M. Whitfield

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

Date: 11-20-19
November 20, 2019



A044C



PARCEL A044C
CALDWELL COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

LINE	BEARING	DISTANCE
L1	S 46°25'55" E	561.96'
L2	N 43°03'11" E	53.72'
L3	S 51°24'33" E	14.23'
L4	N 51°24'33" W	9.31'
L5	N 46°25'55" W	104.77'

MOSES GAME SURVEY
ABSTRACT NO. 8

CALLED 15.500 ACRES
WILLIAM AUBREY VOIGT
CCT# 2017-004891
O.P.R.C.C.T.

FOUND 1/2"
IRON ROD

CM
CALLED 15.72 ACRES
DEE WILSON VOIGT &
PEGGY WILSON HOFFMAN
CCT# 2017-000357
O.P.R.C.C.T.

2.062 ACRES
(89,821 SQ FT, MORE OR LESS)
90' WIDE PERMANENT EASEMENT

CALLLED 61.808 ACRES
DEE WILSON VOIGT &
MANDY VOIGT
CCT# 2017-004890
O.P.R.C.C.T.

POINT OF
COMMENCING
FOUND 1/2"
IRON ROD

POINT OF
BEGINNING
N:13856309.13
E:2448949.12
SURFACE

CR 161, Sand Hill Road

VARIABLE WIDTH R-O-W

APPROXIMATE SURVEY LINE

ISAAC CAMPBELL SURVEY
ABSTRACT NO. 79

CALLLED 10.000 ACRES
BILL GILKEY
VOLUME 419, PAGE 10
O.P.R.C.C.T.
DESCRIBED BY
VOLUME 257, PAGE 390
O.P.R.C.C.T.

CALLLED 1.261 ACRES
JERRY FORBING JR.
CCT# 2015-004866
O.P.R.C.C.T.

LEGEND

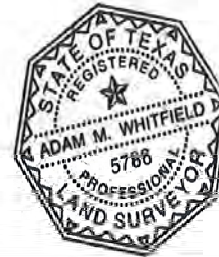
- ▲ = Calculated Point
- = 1/2" Iron Rod Found
- = Proposed Permanent Easement
- - - = Adjoining Boundary (approx.)
- - - = Abstract Line (approx.)
- - - = Barbed Wire Fence
- - - = Overhead Powerline
- O.P.R.C.C.T. = Official Public Records
Caldwell County, Texas
- D.R.C.C.T. = Deed Records Caldwell
County, Texas
- 000 = Record Call
- CM = Controlling Monument



SCALE: 1"=200'



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



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground October, 2019 the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Date: November 20, 2019

ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 3 of 3

WORK ORDER ARWA1600522 DIGITAL FILE A044C Easement.dwg Revision # XX DRAWN BY MDH

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REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- F. *Consideration of Resolution 2020-05-27-008 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 6.000 acres situated in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, and establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
-

Attachment(s)

- Resolution 2020-05-27-008

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-008.



ALLIANCE WATER

RESOLUTION NO. 20200527-008

*Rudolph E. Schroeder and wife, Ann G. Schroeder– 6.000
Acre, Permanent Pipeline and Right-of-Way Easement situated
in the Esther Berry Survey, Abstract No. 1, Caldwell County,
Texas*

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT EASEMENT TOTALING 6.000 ACRES, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of a permanent 90-foot wide Pipeline and Right-of-Way Easement over a tract of land totaling 6.000 acres, situated in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, and being a portion of a called 50 acre tract described as First Tract in a Deed to Rudolph E. Schroeder and Ann G. Schroeder, and recorded in Volume 374, Page 400, of the Deed Records of Caldwell County, Texas (D.R.C.C.T.). Said 6.000-acre 90-foot wide permanent easement being more specifically described by metes and bounds in Exhibit “A” and also being referred to herein as the “Easement,” for the public use to construct, reconstruct, operate, inspect, and maintain a water transmission line and related facilities and improvements (the “Project”); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire permanent and temporary easements from properties for the purpose of construction, reconstruction, operation, and maintenance of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to affect the laying out, establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA's agents, representatives, or employees to enter upon the above-described property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project;

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

SECTION 1.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of a permanent easement for the public use for construction, reconstruction, operation, maintenance, inspection and repair of a water transmission line and appurtenances over that certain 6.000-acre (261,350 square foot) parcel of land described with particularity on Exhibit "A" attached and incorporated herein by reference as if fully set out.

2. That ARWA's agents, representatives, or employees are hereby authorized to:

- a. Lay out the exact location of the land area needed for the Easement;
- b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;
- c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;
- d. Negotiate with the owners of any such properties for the purchase thereof;
- e. To purchase any necessary easements and rights-of-way on, over, under and across the Easement and execute all documents necessary to acquire such necessary land rights, all subject to express approval of the specific, negotiated terms by ARWA;

f. Initiate eminent domain proceedings against the owner(s) of the Easement for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase the Easement; and

g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for the Easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the _____ day of _____, 2020.

ALLIANCE REGIONAL WATER AUTHORITY

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

ATTEST:

James Earp
Secretary of the Board of Directors of
ALLIANCE REGIONAL WATER AUTHORITY

EXHIBIT A

METES AND BOUNDS LEGAL DESCRIPTION & DRAWING



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



Legal Description 6.000 Acre (261,350 Square Foot) 90 Foot Wide Permanent Easement

BEING A 6.000 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 50 ACRE TRACT DESCRIBED AS FIRST TRACT IN A DEED TO RUDOLPH E. SCHROEDER AND ANN G. SCHROEDER, AND RECORDED IN VOLUME 374, PAGE 400, OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.T.). SAID 6.000 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found in the apparent west ROW of FM 1322 (80 foot wide ROW);

THENCE N 31° 41' 38" W, a distance of 1,915.65 feet, to a point in the apparent west ROW of said FM 1322, for the POINT OF BEGINNING and the southeast corner of this 90 foot wide permanent easement;

THENCE S 58° 19' 27" W, departing the apparent west ROW of said FM 1322, over and across said First tract, a distance of 2,903.57 feet to a point on the common line of said First tract and a called 50.0 acre tract as described in a deed to Henry Capello and wife, Mary Capello, and Joyce Cast, and recorded in Volume 510, Page 398, D.R.C.C.T., for this southwest easement corner;

THENCE N 31° 40' 33" W, with said common line, a distance of 90.01 feet, to a wood fence post found on the south line of a remainder of a called 128.291 acre tract, as described in a deed to Lockhart 1 Partners, LTD., and recorded in Volume 216, Page 808, Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.), for the northeast corner of said 50.0 acre tract, same being the northwest corner of said First tract and this easement. From said point, a 3" iron pipe found at the southwest corner of said remainder of a called 128.291 acre tract bears S 58° 41' 06" W, 2, 895.95 feet;

THENCE N 58° 19' 27" E, departing said common line, with the common line of said First tract and said remainder of a called 128.291 acre tract, a distance of 2,903.57 feet, to a 1/2" iron pipe found in the apparent west ROW of said FM 1322, for the southeast corner of said remainder of a called 128.291 acre tract, same being the northeast corner of said First tract and this easement;



THENCE S 31° 40' 33" E, departing said common line, with the apparent west ROW of said FM 1322, a distance of 90.01 feet, to the **POINT OF BEGINNING** and containing 6.000 acre, more or less.

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

Neil Hines

Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642



Date: 23 OCTOBER 2019



LEGEND

- △ = Calculated Point
- = Iron Rod Found (As Noted)
- = Iron Rod Set (As Noted)
- MON = Mag Nail Found
- ✕ = PK Nail Found
- ⊙ = Iron Pipe Found (As Noted)
- ⊙ = Brass Disk
- ⊙ = Axle Found
- = Concrete Monument (As Noted)
- ▽ = Nail Found (As Noted)
- ⬢ = Fence Post Found (As Noted)
- ⊖ = Power Pole
- = Property Boundary Line
- - - = Adjoining Boundary (approx.)
- x - x - = Barbed Wire Fence
- - - - - = Easement Line
- - - - - = Survey Line
- · - · - · = Flyite
- ▭ = Proposed Permanent Easement
- O.P.R.C.C.T. = Official Public Records
Caldwell County, Texas
- D.R.C.C.T. = Deed Records Caldwell
County, Texas

PARCEL B002C
CALDWELL COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A



APPROXIMATE LOCATION OF A WILLIAMS COMMUNICATIONS, INC. EASEMENT VOL. 225, PG. 99 INST. NO. 995189 O.P.R.C.C.T. LOCATED WITH A SINCLAIR REFINING COMPANY EASEMENT VOL. 217, PG. 79 INDEXED AS VOL. 152, PG. 79 D.R.C.C.T.

APPROXIMATE C/L OF A SINCLAIR REFINING COMPANY EASEMENT VOL. 152, PG. 79 D.R.C.C.T.

APPROXIMATE C/L OF A 20' WIDE SOUTHWEST GAS COMPANY EASEMENT VOL. 125, PG. 469 D.R.C.C.T.

PARCEL B004C
LOCKHART 1 PARTNERS, LTD.
A TEXAS LIMITED PARTNERSHIP
REMAINDER OF A
CALLED 128.291 ACRE
VOLUME 216, PAGE 808
O.P.R.C.C.T.

PARCEL B002C
RUDOLPH E. SCHROEDER
AND ANN G. SCHROEDER
FIRST TRACT
A CALLED 50 ACRE
VOLUME 374, PAGE 400
D.R.C.C.T.

PARCEL B002C
RUDOLPH E. SCHROEDER AND
ANN G. SCHROEDER
SECOND TRACT
REMAINDER OF
A CALLED 51.57 ACRE
VOLUME 374, PAGE 400
D.R.C.C.T.

6,000 ACRE
(261,350 SQ. FT. MORE OR LESS)
90' WIDE PERMANENT EASEMENT

OVERHEAD ELECTRIC

1/2" IR

POINT OF BEGINNING
N: 13860334.54
E: 2395744.33
SURFACE

JOHN A. NEILL SURVEY
ABSTRACT NO. 20
FM 1322 (80' ROW)

N58°19'27"E 2903.57'
S58°19'27"W 2903.57'

N31°41'38"W 1915.65'

WOOD

L2
P.O.R.
3"

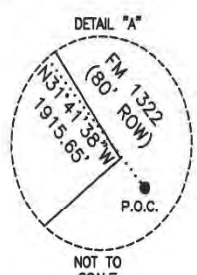
PARCEL B003C
HENRY CAPELLO
AND MARY CAPELLO
AND JOYCE CAST
CALLED 50.0 ACRE
VOLUME 510, PAGE 398
D.R.C.C.T.

ESTHER BERRY SURVEY
ABSTRACT NO. 1

SEE DETAIL "A"

POINT OF COMMENCING
1/2" IR

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N31°40'33"W	90.01'
L2	S58°41'06"W	2,895.95'
L3	S31°40'33"E	90.01'



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

Texas Firm Registration No. 10064300

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground February, 2019, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Neil Hines
NEIL HINES, RPLS NO. 5642



PAGE 4 OF 4

WORK ORDER ARWA18005832 DIGITAL FILE B002C PF.dwg REVISION # 0 DRAWN BY BAB

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REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- G. *Consideration of Resolution 2020-05-27-009 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 6.269 acres located in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
-

Attachment(s)

- Resolution 2020-05-27-009

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-009.



ALLIANCE WATER

RESOLUTION NO. 20200527-009

W. W. McNeal – 6.269 Acre, Permanent Pipeline and Right-of-Way Easement out of 273-acre tract, situated in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT EASEMENT TOTALING 6.269 ACRES, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of a permanent 90-foot wide Pipeline and Right-of-Way easement over a tract of land totaling 6.269 acres, situated in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, and being a portion of a remainder of a called 273-acre tract as described in a Deed to W. W. McNeal, and Recorded in Volume 360, Page 482, of the Official Public Reports of Caldwell County, Texas (O.P.R.C.C.T.). Further described as Third Tract, and Recorded in Volume 242, Page 193, Deed Records of Caldwell County, Texas (D.R.C.C.T.). Said 6.269-acre 90-foot wide permanent easement being more specifically described by metes and bounds in Exhibit “A” and also being referred to herein as the “Easement,” for the public use to construct, reconstruct, operate, inspect, and maintain a water transmission line and related facilities and improvements (the “Project”); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire permanent and temporary easements from properties for the purpose of construction, reconstruction, operation, and maintenance of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to affect the laying out,

establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA's agents, representatives, or employees to enter upon the above-described property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project;

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

SECTION 1.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of a permanent easement for the public use for construction, reconstruction, operation, maintenance, inspection and repair of a water transmission line and appurtenances over that certain 6.269-acre (273,054 square foot) parcel of land described with particularity on Exhibit "A" attached and incorporated herein by reference as if fully set out.

2. That ARWA's agents, representatives, or employees are hereby authorized to:

- a. Lay out the exact location of the land area needed for the Easement;
- b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;
- c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;
- d. Negotiate with the owners of any such properties for the purchase thereof;
- e. To purchase any necessary easements and rights-of-way on, over, under and across the Easement and execute all documents necessary to acquire such necessary land rights, all subject to express approval of the specific, negotiated terms by ARWA;

f. Initiate eminent domain proceedings against the owner(s) of the Easement for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase the Easement; and

g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for the Easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the _____ day of _____, 2020.

ALLIANCE REGIONAL WATER AUTHORITY

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

ATTEST:

James Earp
Secretary of the Board of Directors of
ALLIANCE REGIONAL WATER AUTHORITY

EXHIBIT A

METES AND BOUNDS LEGAL DESCRIPTION & DRAWING



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



Legal Description 6.269 Acre (273,054 Square Foot) 90 Foot Wide Permanent Easement

BEING A 6.269 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 273 ACRE TRACT AS DESCRIBED IN A DEED TO W. W. MCNEAL, AND RECORDED IN VOLUME 360, PAGE 482, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). FURTHER DESCRIBED AS THIRD TRACT, AND RECORDED IN VOLUME 242, PAGE 193, DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.T.). SAID 6.269 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, for the southeast corner of a called 97.39 acre tract, as described in a deed to Shermie L. Allen and wife, Barbara A. Allen, and recorded in Volume 472, Page 442, O.P.R.C.C.T., same being the southwest corner of said remainder of a called 273 acre tract;

THENCE N 31°49'20" W, with the common line of said 97.39 acre tract and said remainder of a called 273 acre tract, a distance of 1,447.36 feet, to a point for the **POINT OF BEGINNING** and the southwest corner of this 90 foot wide permanent easement;

THENCE N 31°49'20" W, continuing with said common line, a distance of 90.01 feet, to a 1/2" iron rod found on the common line of said remainder of a called 273 acre tract and of a called 219.495 acre tract, as described as Tract 2 in a deed to Fredrica Wiegand Kinnard as trustee of the Fredrica Wiegand Kinnard Trust, and recorded in Instrument No. 2012-126615, O.P.R.C.C.T., for the northwest corner of said remainder of a called 273 acre tract and this easement corner.

THENCE N 58°13'23" E, with said common line, a distance of 212.54 feet, to a point. From said point, a 1/2" iron rod found, for the southeast corner of said 219.495 acre tract, same being an interior ell corner of said remainder of a called 273 acre tract bears N 58°13'23" E 3,724.96 feet;

THENCE S 89°49'06" E, departing said common line, over and across said remainder of a called 273 acre tract, a distance of 2,919.40 feet, to a point on the common line of said remainder of a called 273 acre tract and a called 44.133 acre tract, as described in a deed to Dollie Cole Estate, and recorded in Volume 470, Page 758, D.R.C.C.T., for this northeast easement corner;

THENCE S 58°23'19" W, with said common line, a distance of 170.85 feet, to a point, for this southeast easement corner;



THENCE departing said common line, over and across said remainder of a called 273 acre tract, the following two (2) courses and distances:

- 1) N 89°49'06" W, a distance of 2,748.41 feet, to a point, and
- 2) S 58°13'23" W, a distance of 186.69 feet, to the **POINT OF BEGINNING** and containing 6.269 acre, more or less.

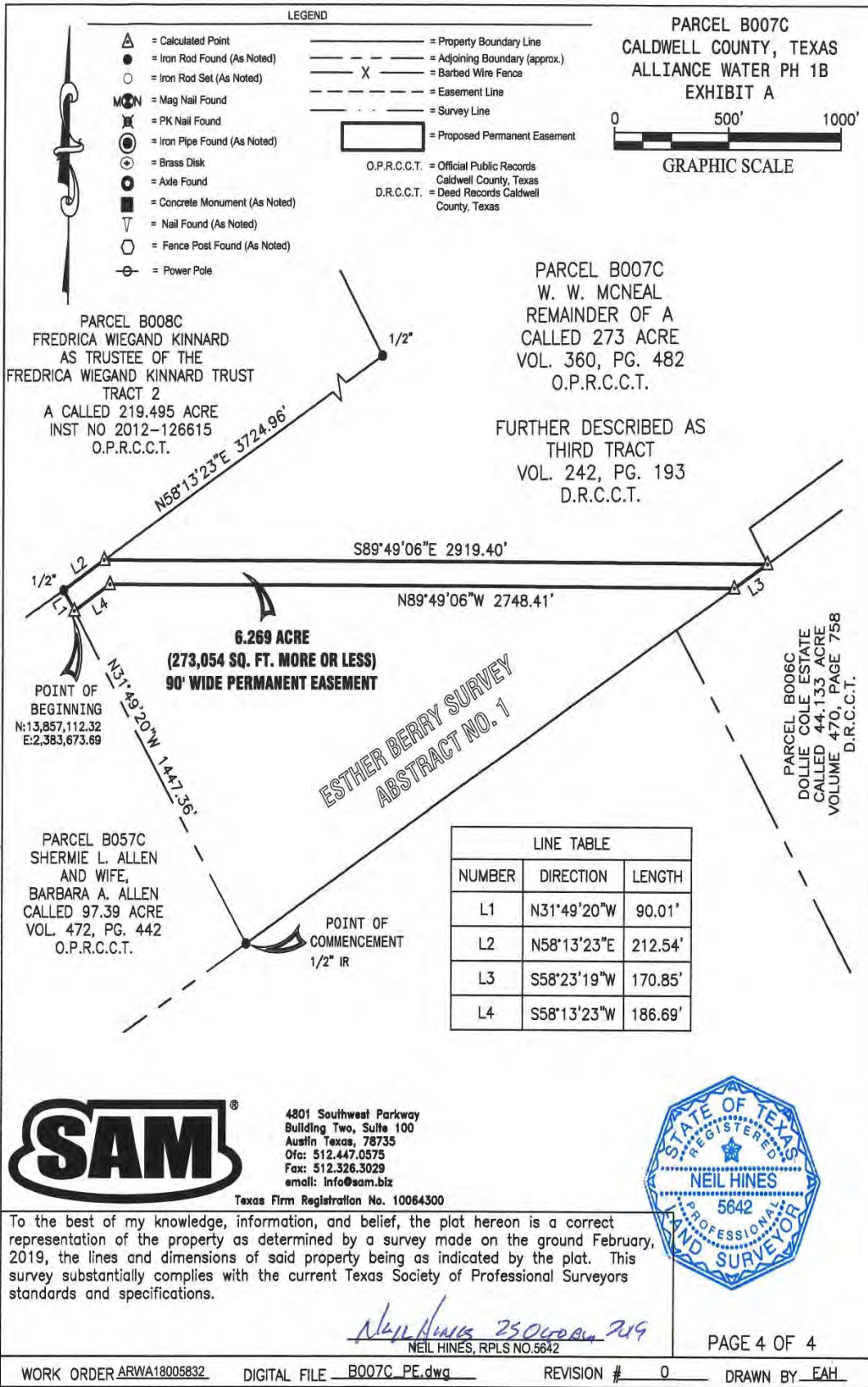
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.

Neil Hines

NEIL HINES
Registered Professional Land Surveyor
Texas Registration Number 5642



Date: 25 October 2019



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, May 27, 2020 at 3:00 P.M.

Conference Call Number: 1-903-405-2572; Code: 459 418 290#

- H. *Consideration of Resolution 2020-05-27-010 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions of a Permanent Pipeline and Right-of-Way Easement totaling 2.512 acres located in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, establishing an effective date; and finding and determining that the meeting at which this Resolution is passed was noticed and is open to the public as required by law.*
-

Attachment(s)

- Resolution 2020-05-27-010

Board Decision(s) Needed:

- Adoption of Resolution 2020-05-27-010.



ALLIANCE WATER

RESOLUTION NO. 20200527-010

Fredrica Wiegand Kinnard as Trustee of The Fredrica Wiegand Kinnard Trust – 2.512 Acre, Permanent Pipeline and Right-of-Way Easement situated in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A PERMANENT EASEMENT TOTALING 2.512 ACRES, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of a permanent 90-foot wide Pipeline and Right-of-Way easement over a tract of land totaling 2.512 acres, situated in the Esther Berry Survey, Abstract No. 1, Caldwell County, Texas, and being a portion of a called 219.495 acre tract as described as Tract 2 in a Deed to Fredrica Wiegand Kinnard as Trustee of The Fredrica Wiegand Kinnard Trust, and recorded in Instrument No. 2012-126615, of the Official Public Records of Caldwell County, Texas (O.P.R.C.C.T.). Said 2.512-acre 90-foot wide permanent easement being more specifically described by metes and bounds in Exhibit “A” and also being referred to herein as the “Easement,” for the public use to construct, reconstruct, operate, inspect, and maintain a water transmission line and related facilities and improvements (the “Project”); and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of ARWA lay out the Project, and acquire permanent and temporary easements from properties for the purpose of construction, reconstruction, operation, and maintenance of the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to affect the laying out, establishment, and acquisition of land rights necessary to effectuate said Project; and

WHEREAS, in order to acquire the necessary land rights, it will be or has been necessary for ARWA's agents, representatives, or employees to enter upon the above-described property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land rights, to conduct tests, and to negotiate with the owners thereof for the purchase of necessary land rights; and

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for the necessary land rights to be acquired for the Project;

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

SECTION 1.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of a permanent easement for the public use for construction, reconstruction, operation, maintenance, inspection and repair of a water transmission line and appurtenances over that certain 2.512-acre (109,408 square foot) parcel of land described with particularity on Exhibit "A" attached and incorporated herein by reference as if fully set out.

2. That ARWA's agents, representatives, or employees are hereby authorized to:

- a. Lay out the exact location of the land area needed for the Easement;
- b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;
- c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;
- d. Negotiate with the owners of any such properties for the purchase thereof;
- e. To purchase any necessary easements and rights-of-way on, over, under and across the Easement and execute all documents necessary to

acquire such necessary land rights, all subject to express approval of the specific, negotiated terms by ARWA;

f. Initiate eminent domain proceedings against the owner(s) of the Easement for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase the Easement; and

g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

3. That all previous acts and proceedings done or initiated by ARWA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for the Easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the _____ day of _____, 2020.

ALLIANCE REGIONAL WATER AUTHORITY

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

ATTEST:

James Earp
Secretary of the Board of Directors of
ALLIANCE REGIONAL WATER AUTHORITY

EXHIBIT A

METES AND BOUNDS LEGAL DESCRIPTION & DRAWING



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



Legal Description
2.512 Acre (109,408 Square Foot)
90 Foot Wide Permanent Easement

BEING A 2.512 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE ESTHER BERRY SURVEY, ABSTRACT NO. 1, CALDWELL COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 219.495 ACRE TRACT AS DESCRIBED AS TRACT 2 IN A DEED TO FREDRICA WIEGAND KINNARD AS TRUSTEE OF THE FREDRICA WIEGAND KINNARD TRUST, AND RECORDED IN INSTRUMENT NO. 2012-126615, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.). SAID 2.512 ACRE 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod with a plastic cap stamped "RPLS 1735" found in the fenced northeast corner of a called 29.3 acre tract described as Parcel 4 in a deed to Phyllis Metcalfe, and recorded in Volume 267, Page 601, Deed Records of Caldwell County, Texas (D.R.C.C.T.), same being the northwest corner of said 219.495 acre tract;

THENCE S 31°17'59" E, with the common line of said 219.495 acre tract and said 29.3 acre tract, a distance of 624.68 feet, to a point for the **POINT OF BEGINNING** and the northwest corner of this 90 foot wide permanent easement;

THENCE S 74°44'48" E, departing said common line, over and across said 219.495 acre tract, a distance of 1,305.45 feet, to a point on the common line of said 219.495 acre tract and of a called 97.39 acre tract as described in a deed to Shermie L. Allen and wife, Barbara A. Allen, and recorded in Volume 472, Page 442, O.P.R.C.C.T., for this northeast easement corner.

THENCE S 58°28'49" W, with said common line, a distance of 123.52 feet, to a point, for this southeast easement corner. From said point, a 1/2" iron rod found for the southwest corner of said 219.495 acre tract bears S 58°28'49" W 774.23 feet;

THENCE N 74°44'48" W, departing said common line, over and across said 219.495 acre tract, a distance of 1,125.84 feet, to a point on the common line of said 219.495 acre tract and of said 29.3 acre tract, for this southwest easement corner;



THENCE N 31°17'59" W, with said common line, a distance of 130.87 feet, to the **POINT OF BEGINNING** and containing 2.512 acre, more or less.

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

Neil Hines

NEIL HINES
Registered Professional Land Surveyor
Texas Registration Number 5642



Date: 10 June 2020

LEGEND

- = Calculated Point
- = Iron Rod Found (As Noted)
- = Iron Rod Set (As Noted)
- = Mag Nail Found
- = PK Nail Found
- = Iron Pipe Found (As Noted)
- = Brass Disk
- = Axle Found
- = Concrete Monument (As Noted)
- = Nail Found (As Noted)
- = Fence Post Found (As Noted)
- = Power Pole
- = Property Boundary Line
- = Adjoining Boundary (approx.)
- = Barbed Wire Fence
- = Easement Line
- = Survey Line
- = Proposed Permanent Easement

O.P.R.C.C.T. = Official Public Records
Caldwell County, Texas
D.R.C.C.T. = Deed Records Caldwell
County, Texas

PARCEL B008C
CALDWELL COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A



PARCEL B008C
FREDRICA WIEGAND KINNARD
AS TRUSTEE OF THE
FREDRICA WIEGAND KINNARD TRUST
TRACT 2
A CALLED 219.495 ACRE
INST NO 2012-126615
O.P.R.C.C.T.

ESTHER BERRY SURVEY
ABSTRACT NO. 1

POINT OF COMMENCEMENT
1/2" W/PCAP
"RPLS 1735"

POINT OF BEGINNING
N:13,857,181.29
E:2,381,794.50
SURFACE

PHYLLIS METCALFE
PARCEL 4
CALLED 29.3 ACRE
CAUSE NO. 7782
PROBATE RECORDS
CALDWELL COUNTY, TEXAS

DESCRIBED IN
VOLUME 267, PAGE 601
D.R.C.C.T.

2.512 ACRE
(109,408 SQ. FT. MORE OR LESS)
90' WIDE PERMANENT EASEMENT

PARCEL B057C
SHERMIE L. ALLEN AND WIFE,
BARBARA A. ALLEN
CALLED 97.39 ACRE
VOL. 472, PG. 442
O.P.R.C.C.T.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S31°17'59"E	624.68'
L2	S58°28'49"W	123.52'
L3	N31°17'59"W	130.87'



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz
Texas Firm Registration No. 10064300



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground February, 2019, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Neil Hines 10/20/2020
NEIL HINES, RPLS NO. 5642

PAGE 4 OF 4

WORK ORDER ARWA18005832 DIGITAL FILE B008C_PE.dwg REVISION # 1 DRAWN BY EAH

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REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, May 27, 2020 at 3:00 P.M.
Conference Call Number: 1-903-405-2572; Code: 459 418 290#

L. ADJOURNMENT
