

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.

San Marcos Activity Center
501 E. Hopkins, San Marcos, TX 78666

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

This Notice is posted pursuant to the Texas Open Meetings Act (Texas Government Code Chapter 551). The Alliance Regional Water Authority (the Authority) Board of Directors will hold a meeting at 3:00 PM, Wednesday, November 20, 2019, at the San Marcos Activity Center, 501 E. Hopkins, San Marcos, Texas. Additional information can be obtained by calling Graham Moore at (512) 294-3214.

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must submit a completed Public Comment Form to the Executive Director or his/her designee before the public comment period begins.)

D. CONSENT AGENDA

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

D.1 Consider approval of minutes of the Regular Meeting held October 30, 2019. ~ *Graham Moore, P.E., Executive Director*

D.2 Consider approval of the financial report for October 2019. ~ *Graham Moore, P.E., Executive Director*

E. PUBLIC HEARINGS / PRESENTATIONS - None

F. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

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

F.2 Report on Administrative Committee activities. ~ *Graham Moore, P.E., Executive Director*

F.3 Consider adoption of Resolution 2019-11-20-001 approving and adopting Personnel Policies for the Authority as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
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- F.4 Consider approval of the Executive Director's Goals for FY 2019-2020. ~ *Graham Moore, P.E., Executive Director*
- F.5 Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants. ~ *Jason Biemer, Project Coordinator*
- F.6 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*
- F.7 Consider adoption of Resolution 2019-11-20-002 approving a work order with Freese & Nichols, Inc. for Final Engineering and Procurement Services for the Authority's Phase 1B Segment D pipeline project, as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- F.8 Consider adoption of Resolution 2019-11-20-003 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C. ~ *Graham Moore, P.E., Executive Director*
- F.9 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities. ~ *Graham Moore, P.E., Executive Director*

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

H. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – no action to be taken.

I. EXECUTIVE SESSION

- I.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 and/or 551.073 (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, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- I.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*

J. 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.*

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

A. CALL TO ORDER

No Backup Information for this Item.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

B. ROLL CALL

NAME	TERM ENDS	PRESENT
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2020	
Mike Taylor (CRWA - General Manager, Crystal Clear SUD)	April 2020	
Brian Lillibridge (Kyle)	April 2021	
Kenneth Williams – Treasurer (Buda – City Manager)	April 2020	
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 2020	
Steve Parker (San Marcos – Assistant City Manager)	April 2022	

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

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- C.** PUBLIC COMMENT PERIOD (Note: Each person wishing to speak must submit a completed Public Comment Form to the Executive Director or his/her designee before the public comment period begins.)
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REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

D. CONSENT AGENDA

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

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- D.1** Consider approval of minutes of the Regular Meeting held October 30, 2019. ~
Graham Moore, P.E., Executive Director
-

Attachment(s)

- 2019 10 30 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



ALLIANCE WATER

Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, October 30, 2019

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, October 30, 2019 at the San Marcos Activity Center, 501 E. Hopkins, San Marcos, Texas.

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

- B. ROLL CALL.
 - **Present: Hughson, Taylor, Williams, Rockeymoore, Ramos, Earp, Taggart, Betz, Clack, Allen and Parker.**
 - **Absent: Tenorio and Scheel.**

- C. SEATING OF NEWLY APPOINTED DIRECTORS
 - C.1 Oath of Office and swearing in of Directors
 - **Oath of Office was administered to Lillibridge.**

- D. PUBLIC COMMENT PERIOD
 - **None.**

- E. CONSENT AGENDA
 - E.1 Consider approval of minutes of the Regular Meeting held September 25, 2019.
 - E.2 Consider approval of minutes of the Workshop Meeting held October 16, 2019.
 - E.3 Consider approval of the financial report for September 2019.
 - E.4 Consider approval of the quarterly investment report for the period ending September 30, 2019.

- E.5 Consider adoption of Resolution 2019-10-30-001 approving a work authorization with Lockwood, Andrews & Newnam, Inc. for construction administration of the Phase 1A Segment B Pipeline project as recommended by the Technical Committee.
- **Motion to approve the consent agenda as presented was made by Mr. Taylor, seconded by Ms. Hughson on an 12-0 vote.**

F. PUBLIC HEARINGS / PRESENTATIONS

- F.1 None.

G. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- G.1 Report on Technical Committee activities.
- **Mr. Moore noted that there was not an October Technical Committee meeting.**
 - **No Action.**
- G.2 Report on Administrative Committee activities.
- **Mr. Moore reported on the Administrative Committee activities.**
 - **No Action.**
- G.3 Update and discussion regarding the status of the Authority's Phase 1A projects, and direction to staff and consultants.
- **Mr. Biemer provided updates.**
 - **No Action.**
- G.4 Consideration and action with respect to Resolution 2019-10-30-002 by the Board of Directors of the Alliance Regional Water Authority Authorizing the Issuance of Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2019A; and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Such Bonds.
- **Motion to adopt Resolution 2019-10-30-002 authorizing the issuance of contract revenue bonds Series 2019A for Canyon Regional Water Authority, as presented, was made by Mr. Ramos, seconded by Mr. Taggart on a 12-0 vote.**
- G.5 Consideration and action with respect to Resolution 2019-10-30-003 by the Board of Directors of the Alliance Regional Water Authority Authorizing the Issuance of Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – City of Kyle, Texas), Series 2019B; and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Such Bonds.

- **Motion to adopt Resolution 2019-10-30-003 authorizing the issuance of contract revenue bonds Series 2019B for the City of Kyle, as presented, was made by Mr. Earp, seconded by Ms. Hughson on a 12-0 vote.**
- G.6 Consideration and action with respect to Resolution 2019-10-30-004 by the Board of Directors of the Alliance Regional Water Authority Authorizing the Issuance of Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – City of San Marcos, Texas), Series 2019C; and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Such Bonds.
- **Motion to adopt Resolution 2019-10-30-004 authorizing the issuance of contract revenue bonds Series 2019C for the City of San Marcos, as presented, was made by Ms. Hughson, seconded by Mr. Taylor on a 12-0 vote.**
- G.7 Consideration and action with respect to Resolution 2019-10-30-005 by the Board of Directors of the Alliance Regional Water Authority Authorizing the Issuance of Alliance Regional Water Authority Contract Revenue Bonds (Regional Water Supply Contract Project – City of Buda, Texas), Series 2019D; and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Such Bonds.
- **Motion to adopt Resolution 2019-10-30-005 authorizing the issuance of contract revenue bonds Series 2019D for the City of Buda, as presented, was made by Mr. Williams, seconded by Mr. Ramos on a 12-0 vote.**
- G.8 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- **Mr. Sowa provided an update on the Phase 1B activities.**
 - **Mr. Taggart asked if there is a prioritization to the order of appraisals and offers for parcels. Mr. Sowa responded that the prioritization started with the right-of-entry process and continues through the final offer stage.**
 - **Mr. Taylor inquired when will it be determined if more personnel are needed to help close the parcels? Mr. Moore noted that this is reviewed continuously and to date the addition of personnel is not expected to expedite the process.**
 - **Ms. Hughson asked about the process for the parcels and if they are moving in parallel to the greatest extent possible to help expedite the process. Mr. Moore responded that groups of parcel move forward in parallel but the process must be followed in series for any particular parcel.**
 - **No Action.**

- G.9 Consider and possible adoption of Resolution 2019-10-30-006 adopting a Policy on Form of Board and Committee Actions.
- **Motion to adopt Resolutions 2019-10-30-006 adopting the Policy on Form of Board and Committee Actions with an addition to Section 1.3.G for the removal of the Executive Director and re-lettering the policy was made by Ms. Hughson, seconded by Mr. Ramos and approved on a 12-0 vote.**
- G.10 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities.
- **Mr. Moore provided an update on area water meetings.**
 - **No Action.**
- H. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS
- **No action.**
- I. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **None.**
- J.1 Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 and/or 551.073 (Real Property Deliberations) regarding:
- A. Water supply partnership options
 - B. Groundwater leases
 - C. Acquisition of real property for water supply project purposes
- **No Executive Session.**
- 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 3:44 p.m. based on the motion by Mr. Ramos, seconded by Ms. Hughson on a 12-0 vote.**

APPROVED: _____, 2019

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

D.2 Consider approval of the financial report for October 2019. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Attached is the financial report for the period ending in October 2019.

Attachment(s)

- 2019 10 31 Financial Report

Board Decision(s) Needed:

- Approval of the financial report for the period ending October 2019.



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
October 31, 2019**

Alliance Regional Water Authority

Balance Sheet

As of October 31, 2019

11/15/19

Accrual Basis

	<u>Oct 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-70,023.76
1010 · Broadway Savings (4415)	559,349.26
Total 1004 · Broadway Bank	489,325.50
1015 · TexStar (3310)	5,391,091.60
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	15,734.12
1052 · Kyle Debt Service (2787)	14,734.53
1055 · San Marcos Debt Service (6390)	39,616.17
1056 · Buda Debt Service (6391)	18,886.69
Total 1050 · Broadway Bank (Reserved)	88,971.51
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	1,260,226.96
1106 · BOKF, Escrow, Kyle Series 2015B	1,141,764.00
1107 · BOKF, Escrow, CRWA Series 2017A	5,228,805.80
1108 · BOKF, Escrow, Kyle Series 2017B	4,764,696.49
1109 · BOKF, Escrow, SM Series 2017C	6,103,439.09
1110 · BOKF, Escrow, Buda Series 2017D	844,839.94
Total 1100 · Escrow Accounts	19,343,772.28
Total Checking/Savings	25,313,160.89
Total Current Assets	25,313,160.89
Fixed Assets	
1405 · Engineering & Construction Cost	2,402,294.20
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	48,690.78
1420-02 · Hydrogeologic Support	157,857.94
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)	381,894.89
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	29,222.37
Total 1430 · Projects in Progress Eng (Cash)	860,059.25

Alliance Regional Water Authority

Balance Sheet

As of October 31, 2019

11/15/19

Accrual Basis

	<u>Oct 31, 19</u>
1440 · Projects in Prog Eng. (Finance)	
1440-01 · Engineering-Phase 1A Pipeline	483,092.45
1440-02 · Engineering-Phase 1A Pump Stat	697,552.58
1440-03 · Engineering-ROW Acquisition	261,517.79
1440-04 · Phase 1A Const Observation	410,878.16
1440-05 · Phase 1A-Construction Trailer	37,986.88
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	4,154,918.89
1440-15 · Land Acquisition Phase 1B	3,725,692.83
1440-16 · Phase 1B-Owners Rep	3,219,099.27
1440-17 · Phase 1B Environmental	836,284.68
1440-18 · Phase 1B Segment A Design	537,129.20
1440-19 · Phase 1B Segment B Design	496,536.44
1440-20 · Phase 1B Segment C Design	427,322.46
1440-21 · Phase 1B Segment D Design	618,264.24
1440-22 · Phase 1B Segment E Design	306,679.37
1440-23 · Phase 1B Land Attorney	128,074.93
1440-24 · Phase 1B Hydrogeology	116,960.00
1440-25 · Phase 1B WTP Design	898,858.54
1440-26 · Raw Water Infr.	431,524.63
1440-27 · Phase 1B Program Survey	1,149,841.99
1440-28 · Phase 1B BPS Design	400,793.32
1440-29 · GVEC Construction-in-Aid	1,000,000.00
1440-30 · Phase 1B Inline Tanks	1,694.56
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Total 1440 · Projects in Prog Eng. (Finance)	22,074,853.53
1447 · Land & Easements	902,215.70
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
	<hr/>
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	-2,004,160.95
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Total Fixed Assets	27,358,617.76
Other Assets	
1900 · Deferred Outflow	12,740.77
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Total Other Assets	12,740.77
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TOTAL ASSETS	52,684,519.42
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LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	2,730.79
2102 · 401(a) Liability	2,252.16
2103 · Net Pension Liability	167.00
2104 · Pension Deferred Inflows	707.00
2300 · Accrued Costs	448,141.31

Alliance Regional Water Authority

Balance Sheet

As of October 31, 2019

	Oct 31, 19
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	5,270.36
Total 2350 · Accrued Interest Payable	167,313.11
Total Other Current Liabilities	621,311.37
Total Current Liabilities	621,311.37
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
Total Long Term Liabilities	37,485,000.00
Total Liabilities	38,106,311.37
Equity	
2925 · Net Investment in Capital Asset	2,335,322.00
2950 · Retained Earnings	12,388,668.57
Net Income	-145,782.52
Total Equity	14,578,208.05
TOTAL LIABILITIES & EQUITY	52,684,519.42

Alliance Regional Water Authority
Profit Loss
For the One Month and One Month Ended October 31, 2019

	October 2019	October 2019 October 2019
Ordinary Income/Expense		
Income		
4010 - Project Contribution		
4011 - City of San Marcos	0.00	0.00
4012 - City of Kyle	0.00	0.00
4013 - City of Buda	0.00	0.00
4014 - Canyon Regional Water Authority	0.00	0.00
4015 - GBRA	0.00	0.00
Total 4010 - Project Contribution	0.00	0.00
4200 - Shared Water		
4210 - Shared Water, City of Buda	0.00	0.00
Total 4200 - Shared Water	0.00	0.00
4250 - Non Potable Water Sales	0.00	0.00
4300 - Broadway Interest Income		
4311 - City of San Marcos	208.17	208.17
4312 - City of Kyle	163.92	163.92
4313 - City of Buda	30.37	30.37
4314 - Canyon Regional Water Authority	179.72	179.72
Total 4300 - Broadway Interest Income	582.18	582.18
4350 - Escrow Accounts Income		
4351 - BOKF, CRWA Series 2015A	1,971.14	1,971.14
4352 - BOKF, Kyle Series 2015B	1,785.85	1,785.85
4353 - BOKF, CRWA Series 2017A	7,040.56	7,040.56
4354 - BOKF, Kyle Series 2017B	6,415.77	6,415.77
4355 - BOKF, SM Series 2017C	8,217.07	8,217.07
4356 - BOKF, Buda Series 2017D	1,135.48	1,135.48
Total 4350 - Escrow Accounts Income	26,565.87	26,565.87
4370 - TexStar Interest Income		
4371 - City of San Marcos	3,034.44	3,034.44
4372 - City of Kyle	2,383.72	2,383.72
4373 - City of Buda	429.87	429.87
4374 - Canyon Regional Water Authority	2,613.89	2,613.89
Total 4370 - TexStar Interest Income	8,461.92	8,461.92
Total Income	35,609.97	35,609.97
Expenses		
6000 - Groundwater Reservation Costs	2,818.31	2,818.31
6010 - Shared Water Costs		
6015 - Shared Water, City of Kyle	0.00	0.00
6020 - Shared Water, City of San Marcos	0.00	0.00
Total 6010 - Shared Water Costs	0.00	0.00
7125 - Auditing fees	0.00	0.00
7150 - Amortization Expense	0.00	0.00
7210 - Bank Fees	199.51	199.51
7220 - Escrow and Paying Agent Fees	0.00	0.00
7250 - Interest Expense		
7250-51 - Interest Expense - CRWA 2015A	5,215.54	5,215.54
7250-52 - Interest Expense - Kyle 2015B	7,252.70	7,252.70
7250-53 - Interest Expense - CRWA 2017A	19,651.16	19,651.16
7250-54 - Interest Expense - Kyle 2017B	17,919.62	17,919.62
7250-55 - Interest Expense - SM 2017C	14,778.08	14,778.08
7250-56 - Interest Expense - Buda 2017D	2,119.97	2,119.97
Total 7250 - Interest Expense	66,937.07	66,937.07
7325 - Dues	1,430.00	1,430.00
7350 - Insurance - Liability, E&O	2,370.62	2,370.62
7400 - Legal Fees	0.00	0.00
7410 - Newspaper Public Notices	0.00	0.00
7425 - Contract Services-Lobbyist	6,000.00	6,000.00
7430 - Agency Mgmt Public Relations	0.00	0.00
7440 - Region L Contributions	0.00	0.00
7450 - Permit & Fees	75,537.95	75,537.95
7500 - Supplies	824.01	824.01
7530 - Printing & Copying	0.00	0.00
7600 - Telephone, Telecommunications	225.00	225.00
7700 - Travel, Conferences & Meetings	266.56	266.56
7800 - Employee Expenses		
7810 - Salaries and wages	19,315.32	19,315.32
7820 - Auto Allowance	867.69	867.69
7830 - Payroll taxes	1,542.33	1,542.33
7840 - Employee Insurance	1,771.73	1,771.73
7850 - Retirement	1,286.39	1,286.39
Total 7800 - Employee Expenses	24,783.46	24,783.46
Total Expenses	181,392.49	181,392.49
Net Ordinary Income	-145,782.52	-145,782.52
Net Income	-145,782.52	-145,782.52

Alliance Regional Water Authority
Broadway Bank VISA Debit Card Transactions
October 31, 2019

Type	Date	Name	Split	Amount	Balance
2005 - Broadway Bank Visa Card					0.00
Credit Card Charge	10/01/2019	Schlotsky's	7700 - Travel, Conference...	21.49	21.49
Credit Card Charge	10/01/2019	Stamps Com	7500 - Supplies	17.99	39.48
Credit Card Charge	10/02/2019	MLA Labs, Inc.	1440-07 - Phase 1A BPS ...	1,012.00	1,051.48
Credit Card Charge	10/03/2019	Office Depot	7500 - Supplies	149.47	1,200.95
Credit Card Charge	10/07/2019	Dell Sales & Service	2000 - Accounts Payable	952.62	2,153.57
Credit Card Charge	10/07/2019	Microsoft	7500 - Supplies	10.66	2,164.23
Credit Card Charge	10/07/2019	Microsoft	7500 - Supplies	26.79	2,191.02
Credit Card Charge	10/08/2019	United Site Service	1440-05 - Phase 1A-Cons...	278.34	2,469.36
Credit Card Charge	10/10/2019	Rackspace	7500 - Supplies	91.00	2,560.36
Credit Card Charge	10/11/2019	Main Street Pizzeria	7700 - Travel, Conference...	55.17	2,615.53
Credit Card Charge	10/11/2019	La Bella Tavola	7700 - Travel, Conference...	23.44	2,638.97
Credit Card Charge	10/15/2019	Microsoft	7500 - Supplies	32.48	2,671.45
Credit Card Charge	10/15/2019	Williams Scotsman	1440-05 - Phase 1A-Cons...	491.95	3,163.40
Credit Card Charge	10/16/2019	Squarespace Inc	7500 - Supplies	135.88	3,299.28
Credit Card Charge	10/17/2019	Fedex	7500 - Supplies	30.32	3,329.60
Credit Card Charge	10/17/2019	Rackspace	7500 - Supplies	111.40	3,441.00
Credit Card Charge	10/18/2019	Spicy Bite	7700 - Travel, Conference...	21.00	3,462.00
Credit Card Charge	10/18/2019	Squarespace Inc	7500 - Supplies	77.72	3,539.72
Credit Card Charge	10/18/2019	Jason's Deli	7700 - Travel, Conference...	99.50	3,639.22
Credit Card Charge	10/21/2019	MLA Labs, Inc.	1440-07 - Phase 1A BPS ...	853.00	4,492.22
Credit Card Charge	10/25/2019	Coopers BBQ	7700 - Travel, Conference...	45.96	4,538.18
Credit Card Charge	10/28/2019	Squarespace Inc	7500 - Supplies	28.15	4,566.33
Credit Card Charge	10/28/2019	MLA Labs, Inc.	1440-07 - Phase 1A BPS ...	379.00	4,945.33
Credit Card Charge	10/30/2019	Office Depot	7500 - Supplies	93.98	5,039.31
Credit Card Charge	10/31/2019	GoDaddy.com	7500 - Supplies	18.17	5,057.48
Check	10/31/2019	Broadway	1005 - Broadway Checkin...	-5,057.48	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, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

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

Background/Information

The following items were discussed by the Committee at its 11/12 meeting:

- Authorized Staff to join the WaterReuse Association for FY 2019-2020.
- Received an update on the Phase 1A projects (Item F.5).
- Received an update on the Phase 1B program (Item F.6).
- Reviewed and recommended approval of a work order with FNI for final design of the Phase 1B Segment D project. (Item F.7)
- Received an update on the cost saving measures under consideration for the Phase 1B Program. (Item F.6)
- Received a presentation on the Authority's draft Staffing Plan.
- Received an update on area water meetings (Item F.9).

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

F.2 Report on Administrative Committee activities. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The following items were discussed by the Committee at its 11/13 meeting:

- Reviewed and recommended approval of the Personnel Policies for the Authority. (Item F.3)
- Reviewed and recommended approval of the Executive Director's goals for FY 2019-2020. (Item F.4)
- Received a presentation on the Authority's draft Staffing Plan.

Board Decision(s) Needed:

- None.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.3** Consider adoption of Resolution 2019-11-20-001 approving and adopting Personnel Policies for the Authority as recommended by the Administrative Committee. ~
Graham Moore, P.E., Executive Director
-

Background/Information

The Board of Directors created the Administrative Committee in October 2018. Among the initial items delegated to the Committee was the review and ultimate recommendation of Personnel Policies for the Authority.

The Administrative Committee met nine times from November 2018 through November 2019 to review the Personnel Policies. At the November 13, 2019 meeting the Committee unanimously recommended approval of the policies.

Staff will highlight some of the key items in the policies at the Board meeting.

Attachment(s)

- Resolution 2019-11-20-001
- Recommended Personnel Policies dated November 14, 2019

Administrative Committee Recommendation(s)

- The Committee unanimously recommended approval of the Personnel Policies.

Board Decision(s) Needed:

- Adoption of Resolution 2019-11-20-001 approving and adopting the Personnel Policies for the Administrative Committee.



ALLIANCE WATER

RESOLUTION NO. 20191120-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AND ADOPTING PERSONNEL POLICIES FOR THE AUTHORITY; AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Authority") Board of Directors (the "Authority Board") created an Administrative Committee in October 2018. The Authority Board delegated to the Administrative Committee the responsibility of working with the Authority's staff in drafting and ultimately recommending Personnel Policies to the Authority Board.

2. The Administrative Committee met nine times from November 2018 through November 2019 to discuss and provide direction to the Authority staff on the Personnel Policies.

3. At the November 13, 2019 Administrative Committee meeting, the Committee members unanimously recommended approval and adoption of the Personnel Policies.

4. The Authority Board wishes to approve and adopt the attached Personnel Policies.

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

SECTION 1. The Authority Board approves and adopts the attached Personnel Policies.

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

ADOPTED: November 20, 2019.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



ALLIANCE WATER

PERSONNEL POLICIES

of the

Alliance Regional Water Authority

Draft November 14, 2019

TABLE OF CONTENTS

MISSION STATEMENT

INTRODUCTION

EMPLOYEE ACKNOWLEDGEMENT

ARTICLE 1. GENERAL POLICIES

- 1.01 Purpose
- 1.02 Consistency with Applicable Laws
- 1.03 Application
- 1.04 Division of Authority and Responsibilities; Compliance with Policies
- 1.05 Definitions

ARTICLE 2. NONDISCRIMINATION; HIRING PROCESS; JOB DESCRIPTIONS; INTRODUCTORY PERIODS

- 2.01 Discrimination Prohibited
- 2.02 Hiring Based on Job-Related Criteria
- 2.03 Applicant Information; Verifying Information
- 2.04 Responsibility for Hiring Decisions
- 2.05 Vacancies
- 2.06 Introductory Period for New Hires
- 2.07 Qualifications
- 2.08 Persons with Disabilities
- 2.09 Verifying Employment Eligibility
- 2.10 Nepotism

ARTICLE 3. JOB PERFORMANCE

- 3.01 Job Descriptions
- 3.02 Performance Evaluation
- 3.03 Promotions and Salary Increases

ARTICLE 4. EMPLOYEE RESPONSIBILITIES

- 4.01 General
- 4.02 Code of Ethics
- 4.03 FLSA
- 4.04 Timeliness
- 4.05 Outside Activities
- 4.06 Political Activities
- 4.07 Communications
- 4.08 Use of Equipment
- 4.09 Use of Alliance Water and Privately-Owned Vehicles
- 4.10 Property Use Restrictions
- 4.11 Appearance
- 4.12 Reporting Illegal Activities and Policy Violations
- 4.13 Prohibition on Supervision of Relatives
- 4.14 Residence Requirements For Employment
- 4.15 Tobacco and Vape-Free Work Place
- 4.16 Weapons and Anti-Firearms Notice
- 4.17 No Expectation of Privacy

ARTICLE 5. EMPLOYMENT CATEGORIES, COMPENSATION AND ADVANCEMENT

- 5.01 Categories of Employment
- 5.02 Rate of Compensation
- 5.03 Pay Periods and Payment Delivery
- 5.04 Deductions
- 5.05 Merit Increases
- 5.06 Promotions
- 5.07 Pay Reduction for Disciplinary Reasons

ARTICLE 6. WORK SCHEDULE AND TIME REPORTING

- 6.01 Work Schedule
- 6.02 Number of Hours Worked

- 6.03 Overtime
- 6.04 On-Call Duty
- 6.05 Holidays Worked
- 6.06 Time Reporting
- 6.07 Inclement Weather / Facility Shutdown
- 6.08 Field Personnel

ARTICLE 7. LEAVE TIME

- 7.01 Definitions
- 7.02 Approval of Leave
- 7.03 Paid Time Off
- 7.04 Accrued PTO Donation Pool
- 7.05 Overtime and Comp Time
- 7.06 Family Medical Leave
- 7.07 Extended Leave For Illness or Temporary Disability
- 7.08 Military Leave
- 7.09 Civil Leave
- 7.10 Bereavement Leave
- 7.11 Leave of Absence Without Pay
- 7.12 Administrative and Emergency Leave

ARTICLE 8. HOLIDAYS

- 8.01 General Policy
- 8.02 Holidays Falling on the Weekend
- 8.03 Holiday During Paid Leave
- 8.04 Work During Holidays

ARTICLE 9. BENEFITS

- 9.01 General Policy
- 9.02 Benefits Eligibility
- 9.03 Health Insurance Benefits
- 9.04 Life Insurance and AD&D Benefits

9.05 Retirement Benefits

9.06 COBRA

9.07 Continuing Education Required by the Alliance Water

ARTICLE 10. REIMBURSEMENT OF EXPENSES

10.01 General Policy

10.02 Reimbursable Expenses

ARTICLE 11. HEALTH AND SAFETY

11.01 Safety Policy

11.02 Employee Responsibilities, Reporting

11.03 On the Job Injuries / Workers' Compensation Insurance

ARTICLE 12. DISCIPLINE

12.01 Introduction; Basis for Disciplinary Action

12.02 Disciplinary Process

12.03 Administrative Leave Pending Investigations

ARTICLE 13. GRIEVANCES

13.01 Policy

13.02 Procedure

ARTICLE 14. PERSONNEL FILES

14.01 General

14.02 Personnel Action Form

14.03 Contents of Personnel File

14.04 Leave Records

14.05 Confidentiality of Personnel Files; Texas Public Information Act

ARTICLE 15. SEPARATIONS

15.01 Types of Separation

15.02 Resignation

15.03 Retirement

- 15.04 Termination
- 15.05 Reduction in Force
- 15.06 Death
- 15.07 Employment at Will
- 15.08 Calculation of Separation Pay
- 15.09 Exit Interviews and Return of Alliance Water Property

ARTICLE 16. WORKPLACE CONDUCT POLICIES

- 16.01 Workplace Conduct Commitment
- 16.02 Discrimination Based on Protected Characteristic
- 16.03 Sexual Harassment
- 16.04 Complaints and Disciplinary Action – Discrimination and Sexual Harassment
- 16.05 Workplace Violence

ARTICLE 17. DRUG ABUSE

- 17.01 Statement of Purpose and Scope
- 17.02 Definition of Drug
- 17.03 Consequences of Violation; Reporting of Arrest or Conviction
- 17.04 Treatment Programs
- 17.05 Education and Training Programs

ARTICLE 18. MISCELLANEOUS MATTERS

- 18.01 Credit Cards
- 18.02 Purchasing

MISSION STATEMENT

Welcome to the **Alliance Regional Water Authority (“Alliance Water”)** employee group. Alliance Water is a political subdivision of the State of Texas created by the Texas Legislature in Chapter 11010, Texas Special District Local Laws Code. Alliance Water is a partnership of the cities of San Marcos, Kyle and Buda and the Canyon Regional Water Authority. The mission of Alliance Water is to be accountable, resourceful, wise and altruistic in acquiring, treating and transporting a reliable supply of potable water for its partners and for other wholesale water customers.

Alliance Water desires to develop and retain a high performing workforce, and foster a healthy, safe and productive work environment for employees and the public to maximize individual and organizational potential.

INTRODUCTION

These policies are designed to introduce new employees to Alliance Water, familiarize them with Alliance Water policies, provide general guidelines on work rules, benefits and other topics related to employment, and help answer questions that may arise in connection with employment. **These policies are not a contract.** These policies do not create a contract, express or implied, guaranteeing any specific terms of employment, nor do they obligate Alliance Water to employ any employee, or obligate an employee to continue employment, for a specific period of time. These policies are guidelines, and they do not cover every matter that might arise in the workplace. Alliance Water reserves the right to modify any or all of these policies, or to rescind these policies altogether, at any time at its sole discretion. Alliance Water will endeavor to notify employees of changes, but notice is not required for changes to be effective.

EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Alliance Water Personnel Policies on the date written below.

I understand that these Personnel Policies are a general guide, that the provisions of these policies do not constitute an employment agreement (contract) or a guarantee of continued employment, and that my employment is on an “at will” basis. I further understand that Alliance Water reserves the right to amend any or all of the provisions of these policies, or to rescind these policies altogether, at any time at its sole discretion.

I do hereby certify that I have received, read, understand, and agree to comply with the Drug Abuse Policy, Article 17 of these policies. I understand that I may be required to submit to a drug test as a condition of employment. I understand that failure to comply with a drug testing request, or a positive drug testing result will lead to disciplinary action.

Signature Date

Printed Employee Name

ARTICLE 1. GENERAL POLICIES

Section 1.01 Purpose

The rules and policies contained herein are intended to provide meaningful employment opportunities to all segments of the community, and to provide fair and equal opportunity for qualified persons relating to recruitment, selection, placement, training, promotion, discipline, and other aspects of personnel administration without regard to race, religion, national origin, age, sex, sexual orientation, physical disability, political affiliation, or material status. These policies have been established for the benefit of the employees and Alliance Regional Water Authority (Alliance Water) management in order to provide the best working conditions possible. Also, these policies are intended to be consistent with the status of Alliance Water as a political subdivision of the State of Texas.

Section 1.02 Consistency with Applicable Laws

A. These rules are intended to comply and be consistent with all applicable laws. Any provision herein found to be inconsistent with this stated intent will not affect the validity or application of the other provisions.

B. In cases where applicable laws supersede these policies for specific groups of employees, the applicable laws will substitute for these policies only insofar as necessary to comply with the applicable laws.

Section 1.03 Application

These policies will apply to all Alliance Water employees, except where otherwise specifically exempted by these policies or by written agreement.

Section 1.04 Division of Authority and Responsibilities; Compliance with Policies

A. The Alliance Water Board of Directors will be the final and sole authority for the approval/adoption and amendment of these policies. The Board of Directors may amend, revise or revoke these policies without prior notice to, or the approval of, any employee of Alliance Water.

B. The Executive Director will be responsible for the administration of these policies and maintain a complete set together with all revisions for reference by management and employees. Continued employment with Alliance Water by an employee after any revision to these policies take effect will constitute acceptance of the revision by the employee.

C. All employees are responsible for cooperation with Alliance Water management and supervisors in the administration of these policies.

D. Violation of any of the provisions of these Policies by an employee will be grounds for disciplinary action, up to and including termination of employment and loss of accrued benefits to the extent allowed by applicable laws.

Section 1.05 Definitions

In these Policies:

A. *Administrative Committee* means the committee appointed by the Alliance Water Board of Directors to act in advisory role to the Alliance Water Board on administrative matters affecting Alliance Water.

B. *Alliance Water* means the Alliance Regional Water Authority.

C. *Alliance Water Board* or *Board* means the Board of Directors of the Alliance Regional Water Authority.

D. *Applicable laws* means all laws, regulations and guidance of the United States, the State of Texas, or another entity that has authority and jurisdiction over Alliance Water with respect to personnel matters.

E. *Comp time* means compensatory time off. Comp time is addressed primarily in Section 7.05.

F. *Confidential information* includes, but is not limited to, any information described as confidential information in these Policies, information on Alliance Water facilities that is confidential under the Texas Homeland Security Act, and any other information an employee is informed or directed to treat as confidential information.

G. *FLSA* means the federal Fair Labor Standards Act, as amended.

H. *FMLA* means the federal Family Medical Leave Act, as amended.

I. *Immediate family* means a spouse, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, spouse of any of the foregoing, or anyone living in the same household as the employee.

J. *PTO* means paid time off. PTO is addressed primarily in Section 7.03.

End Article 1

ARTICLE 2. NONDISCRIMINATION; HIRING PROCESS; JOB DESCRIPTIONS;
INTRODUCTORY PERIODS

Section 2.01 Discrimination Prohibited

Alliance Water prohibits discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, and any other aspect of personnel administration based upon race, age, religion, color, disability, national origin, sex, or sexual orientation. Personnel decisions will be made only on the basis of job-related factors such as skill, knowledge, education, experience, job performance, and compliance with this and other applicable Alliance Water policies.

Section 2.02. Hiring Based on Job-Related Criteria

Hiring decisions will be based on job-related criteria, which may include one or more of the following:

1. Experience, education and training
2. Character, background and motor vehicle driving record;
3. Ability to perform all tasks required for a position as outlined in the job description for the position, taking into account reasonable accommodations that may be made for persons with disabilities;
4. Performance testing and other requirements related to a position;
5. The provision of complete, true and accurate information in the application and hiring process.

Section 2.03 Applicant Information; Verifying Information

A. Each applicant for employment will be required to submit a written application, resume and other pertinent information regarding the applicant's qualifications.

B. The Executive Director or a designee of the Executive Director will make appropriate inquiries to verify the qualifications of applicants.

Section 2.04 Responsibility for Hiring Decisions

A. With the exception of the position of Executive Director, hiring decisions will be made by the Executive Director. Decisions on hiring for the position of Executive Director will be made by the Alliance Water Board.

B. The Executive Director may ask other management staff and supervisors for recommendations on hiring decisions as appropriate.

Section 2.05 Vacancies

Filling of staff vacancies, whether by promotion or by initial hiring, will be made on the basis of qualifications and job-related criteria as described in Section 2.02 above.

Section 2.06 Introductory Period for New Hires

A. The introductory period for regular full-time and regular part-time employees is 90-days from date of hire. During this period, employees have the opportunity to evaluate Alliance Water as a place to work and management has its first opportunity to evaluate the employee. During this period, both the employee and Alliance Water have the right to separate from employment without advance notice. During this period, a regular full-time employee will be eligible for health insurance benefits, will be enrolled in Alliance Water's retirement benefits plan and will accrue PTO in accordance with Section 7.03, but the employee may not use any accrued PTO. A regular part-time employee will be enrolled in Alliance Water's retirement benefits plan during this period. If performance, behavior or compliance with policies is not satisfactory at any time during or after completion of this period, the employee is subject to an extension of the introductory period, a new introductory period, or separation without advance notice. Separation from employment during the introductory period will include forfeiture of accrued benefits to the fullest extent permitted by applicable laws.

B. After 30 days an informal review of the employee will be conducted by the employee's supervisor to discuss areas where the employee is meeting the intent of the position and areas where the employee could improve. This informal review is meant as an early intervention to help the employee be successful.

C. Upon satisfactory completion of the initial introductory period, a 90-day review will be given. Employees who satisfactorily complete the introductory period are not guaranteed continued employment. All employees, regardless of classification or length of service, are expected to meet and maintain Alliance Water standards for job performance and behavior (See Article 4, Employee Responsibilities).

Section 2.07 Qualifications

Alliance Water maintains a job (class) description which establishes the required and preferred knowledge, skills, and abilities for each staff position.

Section 2.08 Persons with Disabilities

A. It is the policy of Alliance Water to comply with all applicable laws concerning the employment of persons with disabilities. An applicant or employee is considered to have a disability if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived as having such impairment.

B. Alliance Water will offer a reasonable accommodation to an otherwise qualified person with a disability to enable the person to perform the essential job functions of a position unless doing so would cause an undue hardship, meaning that Alliance Water would incur significant difficulty or expense in providing the accommodation. Contact the Executive Director with any questions or requests for accommodation.

Section 2.09 Verifying Employment Eligibility

It is the policy of Alliance Water to comply with applicable laws related to immigration by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying their citizenship or their right to work in the United States and to complete and sign a verification form required by federal law (Form I-9). If an employee's right to work in the United States cannot be verified within three days of hire, Alliance Water will carry out a separation of the employee.

Section 2.10 Nepotism

State law (Government Code Chapter 573) prohibits a public official of Alliance Water from hiring or participating in the hiring of a person to a position with Alliance Water if the person is related to the official. The members of the Board of Directors and the Executive Director are the public officials of Alliance Water who are subject to this prohibition.

End Article 2

ARTICLE 3. JOB PERFORMANCE

Section 3.01 Job Descriptions

A. The Executive Director will prepare and maintain job descriptions for all employee positions. These job descriptions will be reviewed from time to time to ensure that they adequately and effectively reflect the duties and responsibilities of each position. Employees will be expected to perform the duties specified by such job descriptions. Any change in job description may result in changes in pay and/or other employee benefits.

B. The job description for each employee's position will be (1) given to the employee, (2) reviewed by the employee, and (3) placed in the employee's personnel file with a certification by the employee that the employee has reviewed it with the supervisor or manager and received a copy of the job description.

C. In the absence of any request for clarification, each employee is considered to understand the responsibilities assigned to the employee's position.

D. Physical activities, physical requirements and working conditions will be outlined in the job description for each position.

Section 3.02 Performance Evaluation

A. The Executive Director, or the Executive Director's designee, will prepare a written performance evaluation and conduct a performance interview with each employee at least once every year, generally concluding by the end of Alliance Water's fiscal year.

B. The Executive Director, or the Executive Director's designee, will provide a copy of an employee's evaluation to the employee and place a copy of the evaluation in each employee's personnel file together with a certification by the employee that the employee has reviewed and received a copy of the performance evaluation.

C. An employee may respond in writing to an evaluation of the employee. This written response will be placed in the employee's personnel file.

Section 3.03 Promotions and Salary Increases

Promotions and salary increases will be based on performance, evaluated merit, and availability of funds. A promotion is considered a change from one position to another (if available) which requires higher qualifications and accompanied by a higher pay schedule. An increase of pay with the same position is not considered a promotion. See Sections 5.05 and 5.06.

End Article 3

ARTICLE 4. EMPLOYEE RESPONSIBILITIES

Section 4.01 General

Alliance Water employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. Employees are required to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to maintain good relationships with their supervisors, fellow employees and the public.

Section 4.02 Code of Ethics

All employees of Alliance Water must observe a code of ethics. The following ethics rules comprise Alliance Water's code of ethics for employees:

1. Employees must be truthful and honest in all matters related to their employment.
2. An employee must hold all confidential information related to Alliance Water in strict confidence. An employee will not disclose or discuss any confidential information with other employees who do not have a need to know or with persons outside Alliance Water without authorization from a supervisor or the Executive Director. Improper or unauthorized disclosure of confidential information will be deemed a violation of these Policies.
3. Employees will direct members of the public to follow state Public Information Act request procedures to access any Alliance Water information.
4. An employee may not solicit or accept or agree to accept financial benefit, other than from Alliance Water, that might reasonably tend to influence his or her performance of duties for Alliance Water, or that he or she knows or should know is offered with intent to influence the employee's performance.
5. An employee may not accept any outside employment or benefit that might reasonably induce the employee to disclose confidential information acquired in the performance of duties.
6. An employee may not accept outside employment or benefit that might reasonably tend to impair independence of judgment in performance of duties for Alliance Water.
7. An employee may not make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and the interests of Alliance Water.
8. An employee may not solicit or accept or agree to accept any financial benefit from any person in exchange for performing duties as an Alliance Water employee.
9. Each employee will conduct his or her work activities according to the highest moral and ethical standards.

Section 4.03 FLSA

The policy of Alliance Water is to comply with applicable provisions of the FLSA. FLSA-related employee responsibilities are included in Article 6, Work Schedule and Time Reporting, and Article 7, Leave Time, of these Policies.

Section 4.04 Timeliness

A. Employees are to be punctual in reporting for work, keeping appointments, and meeting schedules for completion of work. Employees are expected to use their employee badge to log in for work no earlier than 15 minutes before their scheduled work periods and log out no later than 15 minutes after the work periods, unless overtime or comp time has been approved.

B. An employee who expects to be late or absent from work must report the expected tardiness or absence to his or her supervisor no later than 15 minutes after the employee's shift starting time.

C. Excessive tardiness or absence of an employee may be a reason for disciplinary action. An employee who is absent without leave for two (2) consecutive workdays, and has not reported to his or her supervisor, is subject to termination, unless the employee provides an acceptable explanation.

Section 4.05 Outside Activities

A. An employee may engage in outside employment only with the prior written approval of the Executive Director. An approval may include conditions or restrictions on the outside employment.

B. Employees may not engage in any outside employment, activity, or enterprise determined by the Executive Director (1) to be inconsistent or incompatible with Alliance Water; or (2) to affect the employee's job performance adversely.

Section 4.06 Political Activities

A. An employee may not advocate for or against a political cause or a candidate for public office during work periods.

B. An employee may not advocate for or against a candidate for public office on behalf of, or in the name of, Alliance Water.

Section 4.07 Communications

A. Matters that involve Alliance Water's policies, operations, budget and organization are brought before Alliance Water's Board of Directors by the Executive Director or by a person designated to do so by the Executive Director.

B. An employee may request that a matter be considered on an agenda by the Alliance Water Board of Directors by submitting the item to the Executive Director.

C. Communication with the public about Alliance Water is the responsibility of the Executive Director. Employees are to refer members of the public to the Executive Director if a question from the public is non-routine, controversial, or outside of the scope of the employee's normal duties.

Section 4.08 Use of Equipment

A. Employees are not obligated to use their own personal equipment or property in performing work activities for Alliance Water, but they may do so with the written approval of their supervisor or the Executive Director.

B. Employees are prohibited from using Alliance Water's buildings, facilities, equipment, computer systems, and materials in connection with outside employment.

Section 4.09 Use of Alliance Water and Privately-Owned Vehicles

A. Employees will treat vehicles provided by Alliance Water with care and will report any maintenance needs to their supervisors. Such vehicles may not be used for personal use. Vehicle speed limits and all other legal restrictions will be observed.

B. Employees are prohibited from driving their personal vehicles or Alliance Water vehicles on Alliance Water business while under the influence of alcoholic beverages or controlled substances.

C. An employee will promptly report to his or her supervisor any fine, fees or penalty imposed in connection with the employee's operation of an Alliance Water vehicle, and the employee will be responsible for paying the fine, fee or penalty. If Alliance Water satisfies any fine, penalty or fee imposed in connection with a violation of any applicable laws involving an employee's operation of an Alliance Water vehicle, Alliance Water will deduct the amount of such fine, penalty or fee from the employee's compensation.

D. Alliance Water will compensate employees for the use of personal vehicles as per Section 10.02.

Section 4.10 Property Use Restrictions

A. Employees will not use any property of Alliance Water for personal use without prior approval by the Executive Director. Employees will not use Alliance Water vehicles to transport any person who is not an Alliance Water employee or engaged in the conduct of Alliance Water business.

B. Use of mobile phones, computers, office supplies, copy machines, fax machines, and other equipment may be authorized by the Executive Director for personal use in combination with work use. However, data acquired in the course of such use of private cell phones is public information subject to disclosure under the state Public Information Act.

Section 4.11 Appearance

All employees are expected to maintain a neat and clean personal appearance. Standard of dress will be according to Alliance Water's needs and policies.

Section 4.12 Reporting Illegal Activities and Policy Violations

It is the responsibility of all employees to report any illegal activity or violation of these Policies by an employee to the Executive Director.

Section 4.13. Prohibition on Supervision of Relatives

An employee may not directly or indirectly supervise or be supervised by a member of his or her immediate family. In the event that marriage or cohabitation of two employees places them in violation of this policy, the employees will be given the opportunity to decide between themselves which of them is to resign. If neither of the employees resigns within 30 calendar days, the employee having less time in service will be separated from employment.

Section 4.14 Residence Requirements For Employment

An Alliance Water’s employee whose duties include responding to emergency or on-call requirements must reside within an area that allows the employee to reasonably respond within the response time in the employee’s job description, not to exceed 30 minutes, to Alliance Water’s headquarters at 9675 Highway 142, Maxwell, Texas, or other facility designated by the Executive Director, unless otherwise approved by the Executive Director.

Section 4.15 Tobacco and Vape-Free Work Place

Use of any tobacco and or “vapor” products by employees is prohibited in all Alliance Water buildings and company owned vehicles.

Section 4.16 Weapons and Anti-Firearms Notice

Refer to Section 16.05.C regarding rules for carrying or possessing weapons.

Section 4.17 No Expectation of Privacy

As a condition of employment, employees understand and agree as follows:

1. Employees do not have an expectation of privacy in connection with any of Alliance Water’s premises, facilities, equipment, materials, or other property or assets, including without limitation all workspaces, furniture, files, documents, and vehicles, and all information technology and communications resources (including computers, phones, printers, scanners, storage media, data, electronic files, internet, email and messaging).
2. All such property and assets are subject to oversight and inspection by Alliance Water at any time.
3. Employee activities, files, communications on or use of any such property or assets may be monitored, accessed, investigated, and disclosed by Alliance Water at any time without notice to employees.
4. Any allowance for incidental personal use by an employee of any such property or assets does not create any expectation of privacy for the employee.

End Article 4

**ARTICLE 5. EMPLOYMENT CATEGORIES, COMPENSATION AND
ADVANCEMENT**

Section 5.01 Categories of Employment

A. Alliance Water employees can be categorized in the following ways, depending on the context:

1. On the basis of whether their position is ongoing or temporary in nature. A *regular employee* position is ongoing in nature, while a *temporary employee* position is temporary in nature.
2. On the basis of whether they are eligible for overtime pay or comp time under the FLSA. A *non-exempt employee* is eligible and an *exempt employee* is not eligible.
3. On the basis of the number of hours per work week in their normal schedule. A *full-time employee* has a normal schedule of 30 or more hours per work week. A *part-time employee* has a normal schedule of less than 30 hours per week.

B. An employee may be described in these policies with reference to one or more of these categories, depending on the policy context.

Section 5.02 Rate of Compensation

The level of compensation for all employees other than the Executive Director shall be set by the Executive Director from time to time. The level of compensation of the Executive Director shall be set by the Alliance Water Board from time to time.

Section 5.03 Pay Periods and Payment Delivery

A. The pay period for Alliance Water is every two weeks and employee payments will be distributed at a time designated by the Executive Director. The pay period begins on Sunday of the first pay week and ends on Saturday of the second pay week. If payday falls on a holiday, employee payments will be distributed on the last working day preceding the holiday or weekend.

B. Employee payments will not be issued other than on the days set out above.

C. Employee payments will only be deposited electronically to employees. Employees will be required to execute forms for that purpose.

Section 5.04 Deductions

A. Deductions will be made from each employee's pay for the following:

1. Federal Income Tax;
2. Social Security;
3. Medicare;

4. Fines or fees incurred by the employee paid by Alliance Water (refer to Section 4.09.C); and
5. Any other deductions required by law.

B. In accordance with the policies and general procedures approved by the Alliance Water Board of Directors, deductions from an employee's pay may be authorized by the employee for:

1. Group health/medical insurance;
2. Life insurance and accidental death & dismemberment insurance;
3. Retirement contributions;
4. Such other deductions as may be authorized by the Executive Director, the Alliance Water Board of Directors, or these policies.

Section 5.05 Merit Increases

The Executive Director may grant merit increases for exceptionally good and consistent performance in the same position. They are not used to recognize increased duties and responsibilities (a promotion) and are granted without regard to cost-of-living factors or longevity. Merit increases are granted in conjunction with a performance evaluation of the employee, the results of which are one factor used in merit pay decisions.

Section 5.06 Promotions

A. A promotion is a change in the duty assignment of an employee. A promotion recognizes advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee may receive a pay increase as determined by the Executive Director.

B. Promotions are subject to approval by the Executive Director within staffing patterns and budget limits.

C. Upon promotion, an employee's performance may be reviewed during or after a probationary period set by the Executive Director that differs from the annual performance review period. The employee may be returned to a lower position at any time during or after the probationary period at the discretion of the Executive Director.

Section 5.07 Pay Reductions for Disciplinary Reasons

An employee's pay for continued performance in the same position may be reduced as a disciplinary measure. The period covered by this type of disciplinary action may not exceed 60 days. Any pay reduction for disciplinary reasons must be authorized by the Executive Director.

End Article

ARTICLE 6. WORK SCHEDULE AND TIME REPORTING

Section 6.01 Work Schedule

A. The official work week for all Alliance Water employees begins on Sunday morning at 12:01 a.m. and ends at 12:00 midnight on the following Saturday. Workdays will normally be eight hours long and will start and end at times designated by the Executive Director. There will be an unpaid time period for lunch and there will be two paid 15-minute work breaks per day as specified by the Executive Director. The Executive Director may direct that offices remain open during the noon hour, and that lunch periods for employees be staggered.

B. The Executive Director may make adjustments to working hours and may set other workdays or hours of work for individuals or groups of employees.

Section 6.02 Number of Hours Worked

The Executive Director will determine the number of hours worked by employees, subject to laws governing pay and working hours and the provisions of Alliance Water's budget. The usual number of working hours per week will be listed in employee job descriptions.

Section 6.03 Overtime

A. A non-exempt employee may be required to work more than 40 hours in a work week. Any such overtime must be authorized in writing in advance by the Executive Director and approved by the employee's supervisor.

B. A non-exempt employee who works more than the scheduled hours on a work day, or who is scheduled to work more than the normal hours on a work day, may be required to work fewer than normal or scheduled hours on other days during that work week to avoid accruing overtime or comp time. If this is not feasible and the employee works more than 40 hours in a work week, then the employee will either accrue comp time or be paid overtime compensation.

C. Exempt employees are expected to render necessary and reasonable overtime services with no additional compensation.

D. Each Alliance Water job description designates whether persons hired in that position are non-exempt or exempt employees.

E. Comp time for non-exempt and exempt employees is addressed in Section 7.05.

Section 6.04 On-Call Duty

A. On-Call duty provides monitoring and/or reporting for work after normal working hours. This includes nights, weekends and holidays. An employee scheduled for On-Call duty will not be required to remain on Alliance Water premises, and will be free to pursue personal activities, but the employee will be required to remain available with the ability to return to work if necessary.

B. All plant operators will be scheduled on a rotating basis to work On-Call duty. The On-Call week starts on a Thursday and ends on the following Wednesday.

C. An employee while On-Call will accrue the equivalent of two hours of overtime or comp time for each On-Call duty week, whether or not the employee is called out during the week. If an employee is called out during his or her On-Call duty week, the employee will be paid overtime or will accrue comp time for any actual hours worked beyond the two hours.

Section 6.05 Holidays Worked

If a non-exempt employee is required to work on a scheduled holiday, the employee will be granted an equal amount of time off within the same work week; if that is not feasible then the employee will accrue comp time in the amount of hours worked on the holiday.

Section 6.06 Time Reporting

Employees, including field personnel, shall keep time reports of all hours worked and any comp time or PTO taken. Employees shall submit time reports at the close of each pay period to the Executive Director or their supervisor. Time reports must be signed by the employee and by the employee's supervisor or the Executive Director. No paychecks will be issued until time reports are received by the supervisor or the Executive Director. Forms for this purpose will be provided by Alliance Water.

Section 6.07 Inclement Weather / Facility Shutdown

A. At times, emergencies such as severe weather, fires, or power failures can disrupt Alliance Water operations. A decision on whether to close any or all Alliance Water offices or facilities will be made by the Executive Director or his/her designee.

B. When a decision is made to close an office or facility, the Executive Director or supervisors will endeavor to give notice to employees.

C. Time off from scheduled work due to emergency closings will be unpaid for all non-exempt employees unless the Executive Director decides otherwise, or an employee uses accrued comp time or PTO for the time off.

Section 6.08 Field Personnel

Due to the unusual and unpredictable working conditions involved with working at Alliance Water, the hours worked by field personnel on a given work day must be flexible as required by the situation.

End Article

ARTICLE 7. LEAVE TIME

Section 7.01 Definitions

Leave time is time during normal working hours in which an employee is away from the workplace and does not engage in the performance of job duties. Leave time may be either paid or unpaid. Holidays are days designated by the Alliance Water Board of Directors when Alliance Water's office is closed on what would otherwise be regular business days (refer to Article 8).

Section 7.02 Approval of Leave

A. All leave taken by Alliance Water employees must be approved in writing by the employee's supervisor or the Executive Director.

B. Supervisors or the Executive Director are responsible for determining that leave is accrued and available for use in the amounts requested by an employee. In addition, supervisors must notify the Executive Director regularly of each employee who is taking authorized or unauthorized leave.

Section 7.03 Paid Time Off

A. In lieu of sick time and/or vacation time, all regular full-time employees of Alliance Water are entitled to PTO.

B. Full time employees are eligible for PTO based upon the following schedule for accrual of PTO for each bi-weekly pay period:

- 3 months but less than 4 years – 4.62 hrs/pay period = 120 hours annually
- 4 years and over – 6.15 hrs/pay period = 160 hours annually

C. Part-time employees are not eligible for PTO.

D. Carryover of PTO from one year to the next is limited to 15 days per year and maximum accrual. Including carryover and current year, maximum accrual is limited to 1.5 times the annual accrual. Any excess of carryover at the end of the calendar year will be lost by the employee and automatically donated to the Accrued PTO Donation Pool.

E. PTO must be scheduled with the supervisor or the Executive Director.

Section 7.04 Accrued PTO Donation Pool

A. The purpose of the Accrued PTO Donation Pool (the "Pool") is to provide for the voluntary donation of accrued PTO by employees for use by coworkers who exhaust their PTO and meet the eligibility criteria in this section. Accrued PTO is not tied to FMLA definitions or criteria and does not extend FMLA work guarantees. While using PTO hours from the Pool, an employee's medical and other benefits coverage continue under the current conditions and costs.

B. Donations to the Pool are voluntary and discretionary and can be made by employees at any time in 4-hour increments, with a maximum annual donation by an employee of 24 hours in

any calendar year. Donating employees must maintain a minimum of 40 hours of accrued PTO after any donation to the Pool.

C. Donations will be made to and used from the Pool on a straight hour-for-hour basis, regardless of the classification and/or salary of the donating employee or recipient employee. Once accrued PTO is donated, the donating employee cannot retrieve any portion of the donated PTO.

D. Any accrued PTO that is not paid to an employee upon separation for any reason will automatically roll to the Pool without limitation as to the amount.

E. An employee receiving Workers' Compensation benefits is not eligible to use PTO from the Pool.

F. An employee who wishes to use PTO from the Pool must submit an application form to the Executive Director and meet the following eligibility criteria:

1. The applicant must have exhausted or must be about to exhaust his or her accrued PTO balance, and will have an estimated 20 hours or more of leave without pay unless the applicant is allowed to use PTO from the Pool.
2. The application must include a description of the severe medical condition (see below) for which the request is being made and the anticipated amount of PTO requested. Additional information must be provided by the applicant if requested by the Executive Director. The application and related records will be subject to the applicable laws regarding disclosure and non-disclosure of information.
3. The applicant must not be on probation and must be a regular full-time employee.
4. The applicant or an immediate family member must have a severe medical condition that will require a prolonged or extended absence of the applicant from work and will result in a substantial loss of income to the applicant due to the exhaustion of all available PTO. NOTE: Pregnancy and elective surgery are not considered severe conditions except when life-threatening complications arise from them.

G. If an application is for use of 40 hours or less of PTO from the Pool, and 50% or less of the balance of PTO hours in the Pool, the Executive Director will review the application, evaluate the balance of PTO hours in the Pool, and make a determination of how much, if any, PTO from the Pool the applicant will receive, and under what circumstances an approval for use of PTO from the Pool may be rescinded. If the Executive Director denies an application, the applicant may appeal the decision to the Administrative Committee.

H. If an application is for use of more than 40 hours of PTO from the Pool, or more than 50% of the balance of PTO hours in the Pool, or if an applicant appeals a decision of the Executive Director under G. above, the Administrative Committee will review the application, evaluate the balance of PTO hours in the Pool, and make a determination of how much, if any, PTO from the

Pool the applicant will receive and under what circumstances an approval for use of PTO from the Pool may be rescinded.

I. Employees must not be currently receiving short-term disability (STD) or long-term disability (LTD) benefit payments except in cases where the “minimum benefit payment” (as determined by the current carrier) is being received. PTO from the Pool may be used for unpaid periods of time establishing eligibility for STD or LTD, or upon exhaustion of STD or LTD benefits, as applicable under the STD/LTD benefit guidelines. If qualified for LTD, an employee may first exhaust PTO from the Pool prior to the start of LTD benefits; the employee will be responsible for notifying the benefits carrier of the intent to delay LTD benefits.

J. Termination of Use of PTO from the Pool. The use of PTO from the Pool will terminate at the first of any of the following:

1. The employee is separated from employment with Alliance Water for any reason.
2. The healthcare provider’s release of the employee to return to work.
3. The Executive Director determines that the employee no longer needs to use PTO from the Pool.
4. The Executive Director approves an application for disability retirement for the employee.

K. Tax Liability. Tax liability associated with PTO donated to and used from the Pool, including income tax, Medicare, and FICA withholding will be in accordance with U.S. Internal Revenue Service criteria.

L. As of the day following the last day of use of hours from the Pool, the employee will be placed on unpaid leave through the remainder of an approved period of Family Medical Leave, if applicable. Additional unpaid leave may be requested as allowed by these policies. The employee may reapply for additional PTO from the Pool if the amount previously granted is insufficient to cover the employee’s absence. Such applications are subject to the same restrictions that apply to initial applications.

M. If the employee returns to work and has a recurrence of the same or related severe medical condition within six months of the date the employee returned to work, the employee, after using any accrued PTO time, may use PTO previously approved for use from the Pool. If no recurrence of the severe medical condition occurs within six months of the date the employee returns to work, any unused PTO from the Pool will be returned to the Pool.

Section 7.05 Overtime and Comp Time

A. Overtime or Comp Time for Non-Exempt Employees. When necessary, in order to maintain the proper services, non-exempt employees may be required to work overtime as defined in Section 6.03. A non-exempt employee may receive overtime pay, or if an employee submits a completed comp time agreement form to the employee’s supervisor or the Executive Director, the employee may

accrue comp time. All non-exempt employees required to work overtime will either be compensated at one and one-half times their regular rate of pay, or they will accrue comp time at the rate of one and one-half times the number of overtime hours worked. A non-exempt employee will not receive both FLSA overtime pay and comp time for the same overtime hours.

B. Non-Exempt Employee Accrual and Use of Comp Time; Payment for Comp Time. Non-exempt employees are subject to a cap of 120 hours on accrual of comp time. Once an employee reaches this cap, the employee will be paid for any overtime hours until the employee reduces his or her accrued comp time below the cap. All comp time earned and used must be documented on the employee's timesheet, and comp time accrual balances will be shown on the payroll system. Non-exempt employees may be paid for comp time when the taking of comp time would be disruptive to critical functions. An employee who is reclassified from a non-exempt to an exempt position will be paid all accrued comp time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or comp time. Upon separation from employment with Alliance Water, a non-exempt employee will be paid for unused comp time at the employee's current hourly rate.

C. Comp Time for Exempt Employees. Exempt employees are not paid overtime compensation. Alliance Water permits employees who work over 40 hours in a week to request to their supervisor to earn comp time for the hours worked over 40 hours in a work week. Any time off during the exempt employee's regular scheduled hours must be accounted for through the use of earned comp time or PTO. Comp time for exempt employees is earned on a straight time, hour for hour, basis. When a work week has an observed holiday, the eight hours will count towards the 40 hours in a work week for the purpose of calculating comp time accrual.

D. Exempt employees are not entitled to be paid for accrued comp time upon separation of employment, including retirement, nor will they receive any cash payment beyond their normal salary for the use of comp time. An exempt employee will not be permitted to accumulate a balance of more than 80 hours of comp time at any point.

E. Exempt employees must track in their bi-weekly timesheets the total amount of hours worked per work week, and per pay period. Supervisor approval is needed to authorize all accrual and use of comp time on the employee's bi-weekly timesheet.

F. Comp time will not be approved for any working hours during approved trips unless approved by the Executive Director.

G. Use of Comp Time by Non-Exempt and Exempt Employees

1. An employee separating from employment can use up to 40 hours of comp time during his or her last week on the payroll.
2. An employee will be permitted to use comp time within a reasonable period after making the request, if doing so does not unduly disrupt the operations of Alliance Water.
3. An employee must secure approval to use comp time through his or her supervisor or the Executive Director.

Section 7.06 Family Medical Leave

A. Alliance Water as an employer is covered by the FMLA, but Alliance Water employees will not be legally eligible for FMLA benefits unless and until Alliance Water meets a threshold based on the number of its employees. While not under an obligation to provide FMLA benefits, Alliance Water will endeavor to provide benefits to its employees as if they were eligible employees under the FMLA.

B. Employees are eligible for Family Medical Leave if they have worked for Alliance Water at least 12 months and have worked for Alliance Water at least 1,250 hours over the past 12 months.

C. An eligible employee may take up to 12 weeks of Family Medical Leave per year for a serious health condition of the employee or an immediate family member, for childbirth or adoption, or if an employee assumes the role of caring for a child, regardless of the legal or biological relationship. Either day-to-day care or financial support may establish a parental relationship when an employee assumes the role of caring for a child. The leave may include paid leave if an employee has PTO available, or unpaid leave.

D. To take Family Medical Leave, an employee must provide Alliance Water with appropriate notice. If an employee knows in advance he or she will need to use Family Medical Leave, the employee must notify Alliance Water at least 30 days in advance. If an employee learns of the need to use Family Medical Leave less than 30 days in advance, the employee must give notice as soon as possible.

Section 7.07 Extended Leave For Illness or Temporary Disability

A. Use of PTO. Upon written approval of the Executive Director, an employee may use accrued PTO for the purpose of paid absence from duty during an extended illness or temporary disability.

B. Unpaid Leave of Absence. An employee may be granted an unpaid leave of absence for the purpose of recovery from an extended illness or temporary disability only after using all accrued PTO and with the written approval of the Executive Director. During this time, an employee will accrue no additional PTO or longevity benefits. Other benefits are retained during unpaid leave of absence unless otherwise prohibited by the terms of the benefits program. Medical or other group insurance can be continued if paid for by the employee. Leaves of absence without pay for illness or temporary disability are limited to a maximum of 90 days.

C. Maternity/Paternity Leave. Maternity and paternity leave is treated in the same manner as other extended illness or temporary disability and is available to all employees. Upon approval of the Executive Director, employees may be granted up to 90 days of maternity or paternity leave with pay if PTO is used, or without pay.

D. Conditions. The Executive Director may require an employee requesting a leave of absence for extended illness or temporary disability to provide a physician's statement as to the date upon which the employee will no longer be able to perform his or her duties and the expected length of the recuperation period as well as a written statement from the employee concerning his or her intentions

about returning to work at Alliance Water. An employee on extended leave for illness must contact the employee's supervisor or the Executive Director at least once each work week, or on a different schedule approved by the Executive Director, to report on his or her condition. Failure to provide a required report is grounds for revoking the leave and for disciplinary action. The Executive Director may require an employee returning to work after an extended illness or temporary disability to submit a physician's statement verifying the employee's fitness for work.

E. Departure Illness. An employee who has an extended illness and for which employment by Alliance Water is no longer possible may be provided a one-time exceptional payment to assist with any expenses of Hospice or extraordinary treatment not covered by medical insurance at the sole discretion of the Alliance Water Board of Directors upon recommendation of the Executive Director.

Section 7.08 Military Leave

A. Regular employees who have successfully completed the introductory period and who are members of the State Military Forces or members of any of the Reserve Components of the Armed Forces of the United States are entitled to leave of absence from their duties, without loss of time or efficiency rating or accrued PTO or salary, on all days during which they are engaged in authorized training or duty ordered by proper authority, for not more than 15 days in any one calendar year, or as otherwise provided by law. Requests for approval of military leave must have copies of the relevant military orders attached. Military leave in excess of 15 days in a calendar year will be treated as leave without pay.

B. Regular and temporary employees who are ordered to active duty with the state or federal military forces are entitled to all of the re-employment rights and benefits provided by applicable laws upon their release from active duty.

Section 7.09 Civil Leave

Employees will be granted civil leave with pay, if sufficient documentation is provided, for jury duty, for service as a subpoenaed witness in an official proceeding, and for the purpose of voting. When an employee has completed civil leave, he or she must report to Alliance Water for duty for the remainder of the workday.

Section 7.10 Bereavement Leave

A. Any regular full-time or part-time employee who has a death in the family will be eligible to take a bereavement leave. Employees must work with their supervisor or the Executive Director to ensure time away from work is authorized and paid correctly as indicated below.

B. For the death of an immediate family member, employees may be paid for work hours missed up to a maximum of 24 hours per calendar year.

C. For the death of a non-immediate family member, friend, and/or additional bereavement days for the death of an immediate family member, an employee may take leave without pay or as PTO with the approval of the employee's supervisor or the Executive Director. A non-immediate family member will be defined as anyone who does not fall within the definition of immediate family.

D. Upon returning from bereavement leave, the employee's supervisor or the Executive Director may require the employee to provide one of the following t: (1) a memorial service program; (2) copy of the death certificate; (3) copy of death announcement from a newspaper; (4) statement from funeral home director indicating the relationship of the employee to the deceased.

Section 7.11 Leave of Absence Without Pay

A. Leave of absence without pay is an approved absence from duty in a non-pay status. Granting a leave of absence without pay is at the discretion of the Executive Director, but such leave is not authorized unless there is a reasonable expectation that the employee will return to work with Alliance Water at the end of the approved period. Employees on leave of absence without pay receive no compensation and accrue no benefits. However, previously accrued benefits are retained during a leave of absence unless otherwise prohibited by the terms of the benefit programs. Medical insurance can be continued if paid by the employee.

B. Upon returning to work after a leave of absence without pay, an employee receives an adjusted employment date and adjusted anniversary date which reflect the period of time that the employee used for leave of absence.

C. A leave of absence without pay may be revoked upon receipt of evidence that the reason for granting such leave was misrepresented or has ceased to exist.

D. A leave of absence without pay may be appropriate for any of the following reasons:

- Military service (see also Section 7.08 on this type of leave);
- Recovery from extended leave for illness or temporary disability (see also Section 7.07 on this type of leave);
- Educational purposes when successful completion will benefit Alliance Water;
- Public service assignments; or
- Any other reason which, in the judgment of the Executive Director, merits a leave of absence without pay.

Section 7.12 Administrative and Emergency Leave

A. The Executive Director is authorized to grant administrative or emergency leave to an employee in certain limited circumstances.

B. The Executive Director may authorize administrative leave, with or without pay, with the expectation an employee is returning to full duty, when warranted by unforeseen circumstances not otherwise provided for in these policies.

C. Emergency leave with pay using accrued PTO may be granted by the Executive Director. The length of time granted for emergency leave must be approved by the Executive Director in

advance and will depend on the circumstances, and such emergency leave will be uncompensated in the absence of accrued PTO.

End Article 7

ARTICLE 8. HOLIDAYS

Section 8.01 General Policy

The following nine days are observed as paid holidays for Alliance Water full-time employees:

- | | |
|--------------------|----------------------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Day after Thanksgiving Day |
| Christmas Eve Day | Christmas Day |
| New Year's Eve Day | |

In addition to the days listed above, full-time employees will be provided one paid floating holiday to be taken each year during one of the following days:

- | | |
|-----------------------------|----------------|
| Martin Luther King, Jr. Day | Presidents Day |
| Good Friday | Veterans Day |

The Executive Director may designate other holidays in accordance with direction from the Alliance Water Board of Directors.

Section 8.02 Holidays Falling on the Weekend

If a holiday falls on a Saturday, then the previous Friday is the observed holiday. If a holiday falls on a Sunday, then the following Monday is the observed holiday.

Section 8.03 Holiday During Paid Leave

If a holiday falls on an employee's normal day off, or a paid leave day, the employee will receive an additional day off when scheduling is approved.

Section 8.04 Work During Holidays

The Executive Director may direct some or all employees of Alliance Water to report for work on any holiday. See also paragraph 6.05 of these policies.

End Article 8

ARTICLE 9. BENEFITS

Section 9.01 General Policy

Alliance Water offers a benefits program for some of its employees. However, the existence of this program does not signify that an employee will necessarily be employed for the period of time required to qualify for the benefits. The Alliance Water Board of Directors may review the benefits program periodically and elect to change the benefits available to employees and the amount paid by Alliance Water.

Section 9.02 Benefits Eligibility

A. Full-time, regular employees are eligible for Health Insurance Benefits, Life Insurance and AD&D Benefits, Retirement Benefits, COBRA and Continuing Education benefits as soon as the requirements of the particular plan(s) are met.

B. Part-time, regular employees are eligible for Retirement Benefits and Continuing Education benefits as soon as the requirements of the particular plan(s) are met.

C. Temporary employees are not eligible for benefits.

Section 9.03 Health Insurance Benefits

A. Health insurance coverage for employees eligible for this benefit will begin as soon as eligibility requirements of Alliance Water's health insurance provider are met.

B. Alliance Water will pay 100% of the employee monthly premium for medical, dental and vision insurance.

C. Alliance Water will pay 50% for any eligible dependent's medical insurance.

D. Employees will pay the remaining 50% of the dependent's medical insurance and 100% of the dependent's dental and vision insurance.

E. Employees will pay for coverage for dependents by payroll deduction.

Section 9.04 Life Insurance and AD&D Benefits

A. Life insurance and accidental death and dismemberment (AD&D) coverage will begin as soon as eligibility requirements of Alliance Water's insurance provider are met.

B. Alliance Water will pay 100% of the employee life insurance and AD&D premium for coverage equal to the employee's salary.

C. Additional life and AD&D insurance will be available with premiums paid 100% by the employee.

D. Employees will pay for additional life and AD&D insurance by payroll deduction.

Section 9.05 Retirement Benefits

A. Employees eligible for this benefit will enroll in the Texas County and Districts Retirement System (TCDRS) plan upon hiring as a requirement of employment. Alliance Water will deduct 5% from the employee's pre-tax wages as their contribution to their retirement. Alliance Water will contribute an amount equaling 200% of the employee's contribution.

B. Employees will be fully vested after 5 years of continuous service.

Section 9.06 COBRA

A. The Federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Alliance Water's health plan when a "qualifying event" would normally result in the loss of coverage.

B. Some common qualifying events are separation from employment, or death of an employee; a reduction in an employee's hours, a leave of absence, divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

C. Under COBRA, the employee or beneficiary pays the full cost of coverage at Alliance Water's group rates plus an administration fee. Alliance Water provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Alliance Water's health insurance plan. The notice contains important information about the employee's rights and obligations.

Section 9.07 Continuing Education Required by Alliance Water

When Alliance Water or state law requires an employee to attend any education or training course, conference, or seminar, Alliance Water will provide the necessary time with pay and will reimburse the employee for authorized costs such as tuition or registration fees and travel, meals and lodging. Refer to Article 10 for the Reimbursement Policy.

End Article

ARTICLE 10. REIMBURSEMENT OF EXPENSES

Section 10.01 General Policy

Alliance Water will fully reimburse employees for necessary and reasonable job-related expenses incurred in the authorized conduct of Alliance Water business. All reimbursements will be subject to requirements of documentation and reasonableness and will be honored in compliance with adopted policies and procedures.

Section 10.02 Reimbursable Expenses

A. To be eligible for reimbursement, employee travel expenses must be for necessary Alliance Water business, the details of which shall be approved in advance by the employee's supervisor or the Executive Director.

B. An employee must submit a completed reimbursement request form for all expenses for which reimbursement is sought. Expense reimbursements will be limited to necessary and reasonable actual costs as verified by expense receipts which indicate the date, vendor, explanation and itemization of expenses, and if a receipt relates to more than one employee, a list of all persons covered. Receipts must be submitted with reimbursement request forms.

C. When a receipt is not available, the employee will provide a written statement containing the information in Section 10.02.B above, as well as the reason why a receipt is not available to be submitted.

D. The following expenditures are not reimbursable expenses unless specifically authorized by the Executive Director:

1. Alcoholic beverages;
2. Personal employee or family expenses;
3. Sports and entertainment fees;
4. Donations, contributions and non-work-related memberships; and
5. Any other expenditures not reasonably related to and necessary for the efficient conduct of Alliance Water business.

E. First class accommodations on public carriers are not authorized unless lesser fares are not available on required trips or equal in cost to economy class.

F. When approved in advance by the Executive Director, employees will be paid mileage for personal vehicles at the standard Internal Revenue Service rate. Employees must provide evidence of privately-owned vehicle liability and property damage insurance prior to any use for Alliance Water authorized travel. Employees who receive a car allowance will be eligible for mileage reimbursement only for roundtrips that exceed 200 miles (100 miles each way).

G. At the discretion of the Executive Director, funds may be advanced to an employee for anticipated travel expenses. An employee who has received advance funds must submit a completed reimbursement request form, and repayment of any excess of advanced funds over substantiated expenses, within seven days of returning to work.

H. During any travel or Alliance Water related activity, an employee must immediately report any incident involving personal injury or property damage to the Executive Director for the purpose of initiating an investigation or report to authorities as required by Alliance Water's insurance.

End Article

ARTICLE 11. HEALTH AND SAFETY

Section 11.01 Safety Policy

It is the policy of Alliance Water to make every effort to provide healthy and safe working conditions for all employees.

Section 11.02 Employee Responsibilities, Reporting

A. Employees are responsible for conducting their work activities in a manner that is protective of their own health and safety, as well as that of other employees.

B. An employee must report every on-the-job accident, no matter how minor, to his or her supervisor or the Executive Director within 24 hours.

C. Employees must report immediately to their supervisors or the Executive Director any work-related condition that pose an immediate threat to the health or safety of employees or visitors.

D. Employees are encouraged to make suggestions to their supervisors or the Executive Director of improvements that would make the Alliance Water workplace safer or healthier.

Section 11.03 On the Job Injuries / Workers' Compensation Insurance

A. Insurance. Alliance Water will provide workers' compensation insurance for all of its employees in accordance with applicable law.

B. Compensation. If an employee sustains a bona fide, on-the-job, work-related injury which renders the employee unfit for performing the duties of the job, the employee will receive pay as follows:

1. For up to seven days, the employee will receive their regular pay for that period with the time charged first to comp time or if necessary, PTO.
2. Beginning on the eighth day, and for any days thereafter that the employee is unfit for duty, the employee will receive payments from Alliance Water's insurance carrier in accordance with applicable law. The employee may use accrued PTO to provide additional compensation above the insurance payments.

C. Medical Attention. An employee who sustains a bona fide, on-the-job, work-related injury may seek medical attention from the medical facility or professional of their choice. An employee returning to work after such an injury must submit a statement of medical condition and a return to work release from the attending physician. An employee may be required to submit to examination by an independent physician as determined by the Executive Director at Alliance Water's expense.

D. Reporting. While on leave because of a bona fide, on-the-job, work-related injury, employees must contact their supervisor or the Executive Director at intervals designated by the Executive Director to report on their condition. Failure to provide the required medical status reports

or to contact the supervisor or the Executive Director on the designated schedule may result in revocation of the leave, disciplinary action, and/or loss of all accrued benefits.

E. Return to Work. An employee who receives written approval for return to work from the attending physician must return to work. Failure to return to work may result in disciplinary action and loss of any accrued benefits. At the discretion of the Executive Director, an employee who is able to return to work in light duty status may be required to work and perform duties not contained within their current job description.

F. At the time of final release or settlement of a workers' compensation claim for an employee, if no vacancy exists and a reasonable effort has been made to place the employee in another position, the employee may be separated from employment and paid accrued benefits.

G. An employee does not accrue benefits while receiving workers' compensation payments.

End Article

ARTICLE 12. DISCIPLINE

Section 12.01 Introduction; Basis for Disciplinary Action

Alliance Water may take disciplinary action against an employee for actions of the employee including, but not limited to the following:

1. Insubordination or other disrespectful or unprofessional conduct;
2. Absence without leave including absence without permission, failure to notify a supervisor of leave, or repeated tardiness or early departures;
3. Endangering the safety of other persons through negligent or willful acts;
4. Intoxication or drug abuse while on duty, on Alliance Water property, or in an Alliance Water vehicle;
5. Unauthorized use or abuse of Alliance Water funds or property;
6. Any violation of the provisions of these Policies;
7. Commission of a crime while on-duty;
8. Conviction, while off duty, of a felony, or driving under the influence or driving while intoxicated, or a crime of moral turpitude, such as fraud, theft, burglary, robbery, or perjury;
9. Failure to report any criminal conviction
10. Engaging in outside employment without permission, or which interferes in any way with the performance of Alliance Water duties;
11. Engaging in any form of conduct prohibited in Article 16 of these Policies, such as sexual harassment, discrimination against a person or group based on a protected characteristic, and workplace violence;
12. Fighting, horseplay, provoking or instigating a fight, or threatening violence;
13. Falsification or unauthorized alteration of documents or records;
14. Unauthorized use of Alliance Water information or unauthorized disclosure of confidential Alliance Water information;
15. Failure to observe Alliance Water's policies regarding communications with the public;

16. Incompetence or neglect of duty; or
17. Disruptive behavior or any other action which impairs the performance of others.

Section 12.02 Disciplinary Process

A. Generally, the form of a disciplinary action will depend upon the nature and severity of the infraction, the employee's work record and any mitigating circumstances. Alliance Water does not have a policy mandating progressive disciplinary action. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

1. Oral warning or counseling;
2. Written warning;
3. Probation;
4. Suspension without pay;
5. Reduction in pay without demotion;
6. Demotion; and/or
7. Termination.

B. Disciplinary action against an employee other than the Executive Director will be decided and carried out by the Executive Director, subject to appeal to the Administrative Committee as a grievance under Article 13 of these Policies. Disciplinary action against the Executive Director will be decided and carried out by the Board.

C. Except in the case of an oral warning/counseling, disciplinary action will be accomplished or preceded by written notice to the employee involved. The notice will include a statement of the basis for the action and, except in the case of termination, will state the possible consequences of further unsatisfactory performance or conduct. Each written notice of disciplinary action will be included in the employee's personnel file. For a demotion or termination, the notice will state that the disciplinary action is being proposed, and will allow for the employee to provide a response before a decision is made on the action to be taken; this will be followed by a notice to the employee of the action being taken.

D. Except for termination, disciplinary action does not automatically or permanently disqualify an employee from consideration for future promotion, pay increases, commendations, or other beneficial personnel actions.

Section 12.03 Administrative Leave Pending Investigations

When an investigation is pending to determine whether a basis exists for disciplining an employee, the Executive Director may place the employee on administrative leave with or without pay pending the outcome of the investigation.

End Article 12

ARTICLE 13. GRIEVANCES

Section 13.01 Policy

It is the policy of Alliance Water to deal promptly with disputes and disagreements on the part of employees. No adverse action will be taken against an employee for use of the grievance process described in this Article.

Section 13.02 Procedure

A. The first step in the grievance process is for the employee to have an informal conference with his or her immediate supervisor, or with the next higher supervisor if the subject of the grievance is the immediate supervisor. If the informal conference with the supervisor does not result in a resolution of the grievance that is satisfactory to the employee, he or she may file a formal grievance.

B. Formal grievances must be in writing, signed by the employee, and presented within 10 working days of the event(s) forming the basis of the grievance. The formal grievance should be presented to the immediate supervisor, or if the subject of the grievance is the immediate supervisor, the grievance should be presented to the next higher supervisor, with a copy given to the immediate supervisor. If the immediate supervisor is the Executive Director and the subject of the grievance is the Executive Director, the grievance must be presented to the Chair of the Administrative Committee of Alliance Water, with a copy given to the Executive Director. The grievance must include a statement of the basis for the grievance, when and where the event(s) forming the basis of the grievance occurred, the names of the employees and any other persons involved, and the specific remedial action requested by the employee.

C. When the supervisor receiving a formal grievance is not the Executive Director, the supervisor will notify the Executive Director promptly. The supervisor receiving the notice will attempt to resolve the grievance within five working days after receipt of the grievance.

D. The employee may appeal the supervisor's decision by presenting a written notice to the Executive Director within three working days after the decision. The Executive Director will attempt to resolve the appeal within five working days after receipt. The Executive Director will communicate his or her decision to the employee, the immediate supervisor, and to the Administrative Committee.

E. An employee may appeal a decision of the Executive Director by submitting a written notice to the Chair of the Administrative Committee within three working days after the decision. The Committee Chair will attempt to resolve the appeal within five working days after receipt. If the Committee Chair considers Board action on the appeal to be appropriate, the Board will consider the appeal at the next available regular Board meeting. Communication by the employee with any member of the Board regarding the grievance, other than at a Board meeting, will be cause for disciplinary action.

End Article 13

ARTICLE 14. PERSONNEL FILES

Section 14.01 General

A. Personnel files are maintained by the Executive Director or the Executive Director's designee. The record copy of all personnel information related to an employee will be filed in the employee's personnel file will be secured against unauthorized access.

B. No information from any record placed in an employee's file will be communicated to any person or organization except by the Executive Director or an employee authorized to do so by the Executive Director.

C. An employee or his or her representative designated in writing may examine the employee's personnel file upon request during normal working hours at Alliance Water's office. When a supervisor requires access to the personnel file of an employee under his or her supervision for the handling of personnel matters, the supervisor must obtain authorization from the Executive Director or the Executive Director's designee. Access to a personnel file must be performed in the presence of the Executive Director or the Executive Director's designee.

D. Employees must inform their supervisors of any changes in or corrections to information recorded in their individual personnel files such as home address, telephone number, person to be notified in case of emergency, or other pertinent information.

Section 14.02 Personnel Action Form

A. The Personnel Action Form is the official document for recording and transmitting to the personnel file each personnel action. This form is used to promote uniformity in matters affecting:

1. Employment category;
2. Position title and classification;
3. Pay rate or salary;
4. Disciplinary actions; and
5. Other actions affecting the employee's status.

B. Each Personnel Action Form becomes a permanent part of the employee's personnel file, and a copy is given to the employee.

Section 14.03 Contents of Personnel File

An employee's personnel file contains:

1. An employment record;
2. A copy of the employee's application for employment;

3. A signed copy of the employee's acknowledgement of receiving a copy of these Policies manual, the job (class) description for the position he or she currently occupies, and a copy of Alliance Water's personnel evaluation form;
4. Election to disclose or keep confidential Home Address and Home Telephone Number Form;
5. Personnel Action Forms;
6. Performance evaluation records;
7. Records of any citations for excellence or awards for good performance;
8. Records of disciplinary action;
9. Records of leave accrued and taken; and
10. Any other pertinent information having bearing on the employee's status.

Section 14.04 Leave Records

Official records of annual PTO accrual and of PTO usage are kept for each employee by an employee designated by the Executive Director. PTO balances are shown on the official record to reflect any remaining PTO to which an employee is entitled.

Section 14.05 Confidentiality of Personnel Files; Texas Public Information Act

Personnel files will be maintained separately from other Alliance Water records, and they will be kept secured against unauthorized access. Personnel files of employees are the property of Alliance Water, and access to the information they contain is restricted under the Health Insurance Portability and Accountability Act and other applicable laws. However, information contained in personnel files may be subject to disclosure under the Texas Public Information Act.

End Article 14

ARTICLE 15. SEPARATIONS

Section 15.01 Types of Separation

All separations of employees are designated as one of the following types:

1. Resignation;
2. Retirement;
3. Termination;
4. Reduction in force; or
5. Death.

Section 15.02 Resignation

A. An employee who intends to resign must notify his or her immediate supervisor or the Executive Director in writing at least ten working days prior to the last day of work.

B. An employee who resigns without giving this notice is subject to losing accrued benefits unless the employee provides a valid reason approved by the Executive Director for not giving the notice.

Section 15.03 Retirement

The same notice requirements for resignation apply in the case of retirement.

Section 15.04 Termination

Employees may be involuntarily terminated by Alliance Water as a disciplinary action.

Section 15.05 Reduction in Force

A. A Reduction in Force (“RIF”) is an involuntary employment separation initiated by Alliance Water for non-disciplinary reasons.

B. If an employee is separated because of a RIF, then the employee will be eligible for all accrued benefits and will be eligible for re-hire by Alliance Water should the occasion arise.

Section 15.06 Death

If an employee dies, his or her estate will be provided with all pay due and any accrued benefits as of the date of death.

Section 15.07 Employment at Will

ALL EMPLOYEES ARE EMPLOYED AT WILL AND MAY BE SEPARATED FROM EMPLOYMENT WITHOUT CAUSE AND WITHOUT ANY STATED REASON AT ANY TIME.

Section 15.08 Calculation of Separation Pay

Upon separation from Alliance Water employment, regular employees who have successfully completed their initial introductory period will be paid for accrued and unused PTO, unless they are terminated as a disciplinary action, in which case payment for accrued and unused PTO will be decided on a case-by-case basis. Payment for PTO balances will be calculated in the following manner:

1. The hours worked during the last pay period in which work was performed will be added to the allowable accrued PTO hours, and the employee will be paid in a lump sum according to the total number of hours payable. The regular hourly rate for salaried employees will be determined by dividing the employee's regular annual salary by 2,080 working hours per year; or
2. For non-exempt and regular full-time employees, any overtime hours (hours in excess of 40 hours per work week, as defined in these policies) worked during the employee's final pay period, which have not been compensated through a time off method described in Article 7 will be paid in the final paycheck at a rate of one and one-half times the employee's regular hourly rate for each overtime hour worked.

Section 15.09 Exit Interviews and Return of Alliance Water Property

A. The Personnel Action Form for a separation will indicate the type of separation and will be signed by the supervisor or Executive Director, and, except in unusual or emergency circumstances, signed by the employee. The supervisor of an employee who is separating will discuss with the employee the reason(s) for the separation in an exit interview whenever possible.

B. Any employee separating employment with Alliance Water, whether voluntary or involuntary, will return all files, records, keys, electronic equipment, credit cards, and any other property of Alliance Water. No final settlement of an employee's pay will be made until all such items are returned in appropriate condition. The cost of replacing non-returned and/or damaged items will be deducted from the employee's final paycheck. Any outstanding financial obligations owed to Alliance Water will also be deducted from the employee's final check. A final check must be paid within six working days after the separation date, so it is the responsibility of the separated employee to return all Alliance Water property promptly or expect deductions from the final check.

End Article 15

ARTICLE 16. WORKPLACE CONDUCT POLICIES

Section 16.01 Workplace Conduct Commitment

Alliance Water is committed to providing employees with a work environment free of the following types of conduct:

1. Discrimination or harassment based on a legally protected characteristic as described in Section 16.02 below;
2. Sexual harassment as described in Section 16.03 below; and
3. Workplace violence as described in Section 16.05 below.

Section 16.02 Discrimination Based on Protected Characteristic

A. Employees and other individuals at Alliance Water, such as vendors, visitors, and contractors, are prohibited from engaging in discrimination or harassment based on race, color, religion, sex, national origin, age, veteran status, disability, or other legally protected characteristics.

B. Examples of conduct which may constitute discrimination or harassment based on race, color, religion, sex, age, national origin, age, veteran status, disability or other legally protected characteristic include, but are not limited to, slurs or epithets; negative stereotyping; threats, intimidation or hostile conduct; and the showing, display, sharing, circulating or transmitting of written or graphic materials that denigrate or show hostility toward an individual or group.

Section 16.03 Sexual Harassment

A. Employees are prohibited from engaging in sexual harassment, which is a form of discrimination based on sex. It includes unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when submission to the conduct is made an explicit or implicit term or condition of employment, or submission to or rejection of the conduct is used as a basis for an employment decision, or the conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

B. Examples of conduct which may constitute sexual harassment include, but are not limited to, verbal or visual harassment or abuse, degrading sexual comments, unwelcome propositions, sexually offensive jokes, materials or tricks, unwelcome requests for sexual favors or activity, inappropriate touching or physical actions of a sexual or abusive nature, such as pinching, hugging, patting or repeated brushing against another individual's body. Sexual harassment does not include occasional, socially acceptable compliments or voluntary relationships between employees.

Section 16.04 Complaints and Disciplinary Action – Discrimination and Sexual Harassment

A. A person who experiences discrimination or harassment based on race, color, religion, sex, national origin, age, veteran status, disability, or other legally protected characteristic, or who experiences sexual harassment, may seek to resolve the problem by advising the offending individual that the behavior is unwelcome and requesting that it be discontinued. This action alone

may resolve the problem. However, dealing directly with an offending individual is not a prerequisite for submitting a complaint as outlined below.

B. Complaints regarding discrimination or harassment based on race, color, religion, sex, national origin, age, veteran status, disability, or other legally protected characteristic, or regarding sexual harassment should be submitted as soon as possible after the event giving rise to the complaint. Complaints should be directed to the Executive Director, except that if the Executive Director is the subject of a complaint, the complaint should be directed to the Chair of the Administrative Committee. A complaint may be submitted verbally or in writing. Verbal complaints will be reduced to writing by the person receiving the complaint.

C. The Executive Director or Administrative Committee Chair, as appropriate, will investigate the complaint by interviewing the complaining employee, the person that is the subject of the complaint, and others who have knowledge or information on the matter, and by examining other relevant evidence on the matter.

D. If a complaint relates to an employee other than the Executive Director, the Executive Director will prepare a written report within five working days of receiving the complaint. The report will include a summary of the evidence and a conclusion as to the merits of the complaint. The Executive Director may take disciplinary action based on the report, or the Executive Director may forward the report and a recommendation for any action to the Administrative Committee. The Administrative Committee will review the report as soon as possible, and will determine what action, if any, is warranted.

E. If a complaint relates to the Executive Director, the Administrative Committee Chair will prepare a written report within five working days of receiving the complaint. The report will include a summary of the evidence, a conclusion as to the merits of the complaint, and a recommendation to the Board on any action to be taken. The Board will review the report at a regular or special meeting, and will determine what action, if any, is warranted.

F. Employees who observe conduct prohibited in this Article 16 are required to report the conduct to their supervisors and the Executive Director.

G. Alliance Water prohibits retaliation, harassment or intimidation against employees who report or complain of conduct that is prohibited by this Article.

H. Threats or conduct requiring immediate attention by law enforcement should be reported to the employee's supervisor and/or the Executive Director and to the appropriate law enforcement agency.

Section 16.05 Workplace Violence

A. Alliance Water strives to provide employees, vendors, customers, and visitors with a work environment free from workplace violence. The term "workplace violence" includes violence or threats of violence of any kind, such as verbal or written abuse, threats, stalking, harassment, horseplay, fighting, temper tantrums or other disruptive conduct (even if a statement or conduct is

intended as a joke), unwelcome physical touching (sexual or otherwise) or physical assault by any person on Alliance Water premises, or by an Alliance Water employee when on duty or in uniform.

B. Workplace violence may be attributable to a variety of reasons. An employee who experiences stress because of job-related reasons or personal reasons is encouraged to speak with his or her supervisor or the Executive Director to identify potential resources available or to find additional information related to coping with stress through the Centers for Disease Control and Prevention (CDC) website to aid the employee in effectively dealing with the stress.

C. Alliance Water's effort to avoid workplace violence requires that employees, vendors, customers, and visitors follow certain rules:

1. Workplace violence of any kind is strictly prohibited.
2. Employees are prohibited from carrying or possessing firearms, knives (excluding pocket knives) or other weapons (including concealed weapons) on Alliance Water property, including parking lots, grounds, building, or in Alliance Water vehicles or vehicles used for business activities, unless authorized in writing by the Executive Director. This prohibition applies whether or not the individual is licensed to carry a firearm by the state or federal government, but does not apply to law enforcement officers. An employee who holds a current, valid Texas concealed handgun license may store a handgun in a locked personal vehicle on Alliance Water property.

D. Alliance Water reserves the right, in its sole discretion and to the maximum extent allowed by applicable law, to implement security measures to restrict unauthorized entry, conduct surveillance of Alliance Water premises, and provide an orderly and reasonably safe working environment.

E. Alliance Water reserves the right to conduct searches and inspections to the fullest extent permitted by applicable law in connection with actual or threatened violence where there may be risk to persons or Alliance Water property. Persons who threaten or commit workplace violence do not have any expectation of privacy while on Alliance Water premises.

End Article 16

ARTICLE 17. DRUG ABUSE

Section 17.01 Statement of Purpose and Scope

A. The effects of alcohol and drug abuse in the workplace are a major concern to Alliance Water and to its employees. Alliance Water believes that by reducing drug and alcohol abuse, we will improve the safety, health and productivity of employees. The goals of our drug abuse policy are to provide a safe and healthy workplace for all employees, to prevent accidents, and to comply with the Texas Workers' Compensation Act.

B. While on Alliance Water premises, while on duty, while conducting Alliance Water-related business or other activities off premises, while driving an Alliance Water vehicle, or while operating or using Alliance Water property or equipment, an employee is prohibited from using, possessing, selling, transferring, purchasing or being under the influence of a drug.

C. The Alliance Water policy includes random drug testing in order to be diligent in maintaining a drug and alcohol-free work environment to provide a safe place to work, ensure the quality of its services, and meet its public responsibilities.

D. Any employee whose duty requirements include holding a current, valid Commercial Driver's License will comply with state and federal operator requirements including but not limited to random drug testing and completion of driver's time logs and will be mindful of and comply with limits on operation of equipment.

E. Employees scheduled to be On-Call are expected to be fit for duty upon reporting to work. Any employee scheduled to be On-Call, and who is called out, is governed by this Article.

Section 17.02 Definition of Drug

A. For the purpose of this policy, the term "drug," wherever it appears in this policy statement, includes alcohol, inhalants, illegal drugs (including drugs which are legally obtainable but which were not legally obtained), manufactured or synthetic recreational drugs, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

B. The legal use of prescribed and over-the-counter drugs is permitted while on Alliance Water premises, while on duty, while conducting Alliance Water-related business or other activities off premises, while driving an Alliance Water vehicle, or while operating or using other Alliance Water property or equipment only if it does not impair an employee's ability to perform the essential functions of the job or to operate the vehicle, property or other equipment effectively and in a safe manner that does not endanger the employee, other individuals in the workplace, or the public. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

Section 17.03 Consequences of Violation; Reporting of Arrest or Conviction

A. Violation of this drug abuse policy will result disciplinary action. In arriving at a decision on the type of disciplinary action, the seriousness of the infraction, the past record of the employee, and the circumstances surrounding the matter will all be taken into consideration.

B. Disciplinary action may be taken against an employee if the employee's off-duty use of or involvement in alcohol or drugs is damaging to Alliance Water's reputation or business, is inconsistent with the employee's job duties, or adversely affects the employee's job performance.

C. Employees are required to report to the Executive Director any alcohol or drug-related arrest or conviction for an incident occurring on-duty or off-duty within five days after the arrest or conviction.

Section 17.04 Treatment Programs

Alliance Water does not sponsor or endorse any specific drug treatment programs. Such programs are available through public and private health care facilities in our area. Affected employees are encouraged to seek assistance for themselves and their dependents.

Section 17.05 Education and Training Programs

Alliance Water does not offer, nor require participation in, drug and alcohol abuse education and training programs. However, various public and private facilities in our area offer such programs and affected employees are encouraged to seek assistance.

End Article 17

ARTICLE 18. MISCELLANEOUS MATTERS

Section 18.01 Credit Cards

An Alliance Water employee is prohibited from using an Alliance Water credit card for anything other than official Alliance Water expenses.

Section 18.02 Purchasing

All Alliance Water purchases will be made by authorized personnel only, as outlined in the Alliance Water Purchasing Policy.

End Article 18

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.4** Consider approval of the Executive Director's Goals for FY 2019-2020. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

In August 2019 in conjunction with the Executive Director's performance review, the Board of Directors delegated to the Administrative Committee the responsibility of working with the Executive Director on developing goals for the current fiscal year.

The Administrative Committee met on November 13, 2019 and voted unanimously to recommend that the Board approve the Executive Director's Goals for FY 2019-2020.

Attachment(s)

- Executive Director's Goals for FY 2019-2020.

Administrative Committee Recommendation(s)

- The Committee unanimously recommended approval of the goals.

Board Decision(s) Needed:

- Approval of the Executive Director's goals for FY 2019-2020.



ALLIANCE WATER

Alliance Water- Executive Director Goals Through August 2020		
Goal:	Metric(s):	Result:
1) Develop an organizational chart that illustrates the short-term and long-term staffing needs and assignments for Alliance Water.	a) Present the organizational chart to the Administrative Committee by March 2020. b) Present recommended organizational chart to the Board for approval by May 2020.	
2) Fill the Bookkeeper and Operator positions for Alliance Water	a) Create the Bookkeeper and Operator job positions and post notices by March 2020. b) Hire for both positions by August 2020.	
3) Create an effective on-boarding system for new Board members	a) Interview recently added Board members to determine where current system is ineffective.	
	b) Meet with other large regional entities to determine how they integrate new Board members.	
	c) Create a program to help transition new Board members to the Authority by May 2020.	
4) Continue to increase public outreach for Alliance Water for both leaseholders and rate payers	a) Conduct annual meetings with lease landowners	
	b) Provide at least annual updates to CRWA Board, city councils and advisory boards as requested by City staff.	
5) Continue with development of the Phase 1B Program to have water delivered to the Sponsors in 2023.	a) Provide updates at regular intervals to the Board on the scheduled progress of the overall Program.	
	b) Meet deadlines for delivery of water.	

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.5** 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:

- The TWDB noted some language changes they want made to the Performance and Payment bonds. These changes were made and executed documents by Smith Contracting were re-submitted to the TWDB. A Notice-to-Proceed for the project is anticipated within the next week.
- Contractor and staff reviewed creek crossing and pathway the work will follow on Wednesday 11/6/2019 to check for any critical concerns. None noted.
- Site prep could be started before the end of the calendar year.

Pump Station:

- Pump station construction proceeding. See attached slides.

Attachment(s)

- Phase 1A Pump Station Progress Presentation

Board Decision(s) Needed:

- None.



Phase 1A Booster Pump Station

- Status Update
- November 13, 2019

General Updates



Road work on site beginning.



Generator installation underway.



Building structures up – internal painting completed.



Electrical conduit and chemical feed system install effort underway.



SCADA Programming Training in November

Facility Structures

- Internal paint completed.
- Installation of conduit's in motor control room completed.
- HVAC system installation completed.
- Chemical feed system installation underway. Anticipate completion of this week.



Facility Road

- Gates and fencing to begin soon.
- Road work nearing completion.



REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.6** 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

Staff updated the Technical Committee on a few items related to the Cost Saving Measures at their November 12th meeting. At the meeting Staff requested an additional month to meet with the Sponsors individually to further understand concerns regarding the measures prior to the Technical Committee voting on recommendations to the Board. As of now Staff expects to request recommendations from the Committee at their December meeting followed by action from the Board at the December meeting.

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 – November 20, 2019
- Kimley-Horn Monthly Invoice for October 2019

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
November 20, 2019

Kimley»Horn

Agenda

Ongoing Progress

Pipeline Segment D – Final Design/Procurement Contract



Kimley»Horn

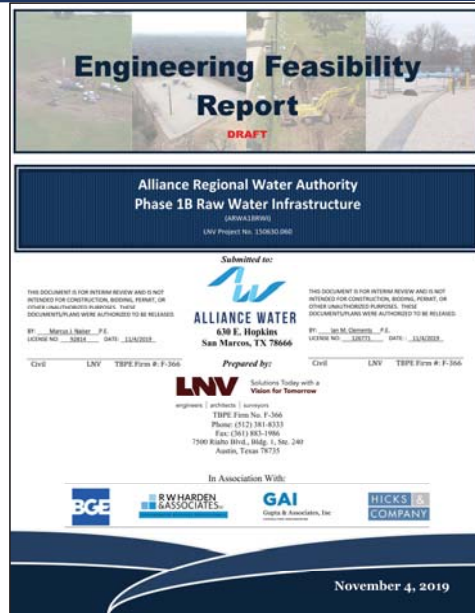
Ongoing Progress

Consultant Contracting Update

- Pipeline Segment D
 - Final Design Phase Contract (November)
- Well Drilling
 - Construction Phase Contract (December)
- Water Treatment Plant
 - Final Design Phase Contract (December/January)

Design Milestone Reviews

- Water Treatment Plant
 - Draft Engineering Feasibility Report (November)
- Booster Pump Station & Delivery Points
 - Draft Engineering Feasibility Report (November)
- Raw Water Infrastructure
 - Final Engineering Feasibility Report (December)



Kimley»Horn

Ongoing Progress

Environmental Study Status

Project	Desktop Analysis	Field Work	Agency Coordination	TWDB Approval	Comments
Wellfield / Raw Water Infrastructure	C	C	C	U	Field work only within WTP property
Water Treatment Plant	C	C	C	U	
Pipeline Segment A	C	C	NS	NS	Field work completed week of 11/11
Pipeline Segment B	C	U	NS	NS	Dependent on rights-of-entry
Pipeline Segment C	C	U	NS	NS	Dependent on rights-of-entry
Pipeline Segment D	C	U	NS	NS	Dependent on rights-of-entry
Pipeline Segment E	C	U	NS	NS	Dependent on rights-of-entry
Booster Pump Station	C	C	C	C	

NS = Not Started, U = Underway, C = Completed



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	44	44	100%	77%
B	55	52	95%	69%
D	83	78	94%	65%
C	87	64	74%	0%
E	32	23	72%	6%
Wellfield	15	9	60%	0%
Total	316	270		



Kimley»Horn

Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	Appraisals Prepared	Final Offer Letter Delivered	Easement Signed/Closed
A	44	31	2	2
B	55	1	1	1
D	83	0	0	0
C	87	0	0	0
E	32	0	0	0
Wellfield	15	0	0	0
Total	316	32	3	3



Kimley»Horn



Questions?



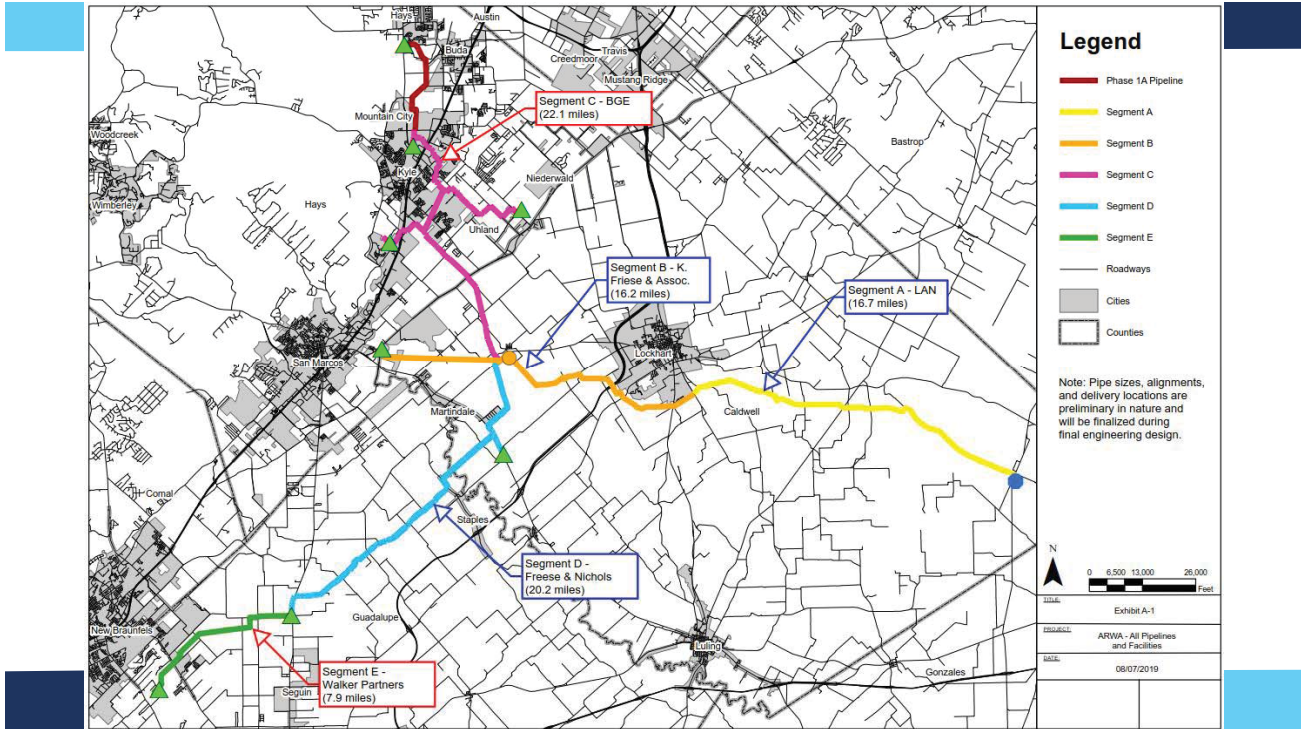
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Consulting Services



Kimley»Horn



Phase 1B Transmission Pipeline Design Services

Final Design Phase Pipeline Proposal status update

- Segment A and B approved at the August meeting
- Segment D on the November agenda

Scope through final design phase, to include:

- 60%, 90%, and 100% Design
- Procurement
- Geotechnical, SUE, and Survey Services
- Does not include Construction Phase Services

Phase 1B Transmission Pipeline Design Services

Supplemental Services:

- Additional Survey, SUE, and Geotechnical Services
- General Engineering Design
- Eminent Domain Support (Up to 10% of Parcels Assumed)
- Additional Meetings



Kimley»Horn

Phase 1B Transmission Pipeline Design Services

Segment	Selected Consultant	Basic Services	Supplemental Services	Total Proposal
A	LAN, Inc.	\$ 1,903,077.00	\$ 232,949.00	\$ 2,136,026.00
B	K Friese + Assoc.	\$ 1,830,994.00	\$ 421,051.00	\$ 2,252,045.00
D	Freese & Nichols	\$ 1,999,464.00	\$ 251,427.00	\$ 2,250,891.00



Kimley»Horn

Phase 1B Transmission Pipeline Design Services

Segment	Anticipated Construction Cost (Draft Engineering Feasibility Report)	Anticipated Engineering Basic Services Fee through Construction (7%-8%)*		Preliminary + Final Design Engineering Services (Basic Services)*	Preliminary + Final Design Engineering Fee as a % of Total Construction Cost
A	\$ 44,000,000.00	\$ 3,080,000.00	\$ 3,520,000.00	\$ 1,997,649.00	4.5%
B	\$ 43,400,000.00	\$ 3,038,000.00	\$ 3,472,000.00	\$ 1,795,055.00	4.1%
D	\$ 50,200,000.00	\$ 3,514,000.00	\$ 4,016,000.00	\$ 2,039,279.00	4.1%

*Does not include survey, geotechnical, environmental, subsurface utility engineering (potholing)



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: 068706602-1019
 Invoice Date: Oct 31, 2019
 Invoice Amount: \$ 265,733.41
 Project No: 068706602
 Project Name: ARWA PROGRAM YEAR 2
 Project Manager: SOWA, RYAN

Client Reference:

For Services Rendered through Oct 31, 2019

Federal Tax Id: 56-0885615

COST PLUS MAX

KHA Ref # 068706602.3-15110288

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	39,934.00	8,278.50	7,146.00	1,132.50
STAKEHOLDER COORDINATION	299,997.00	187,492.61	163,857.55	23,635.06
BUDGETTING	111,073.00	87,957.70	71,196.40	16,761.30
SCHEDULE	113,584.00	70,451.40	58,100.80	12,350.60
REPORTING	40,450.00	31,312.50	26,275.00	5,037.50
DATA MANAGEMENT	83,746.00	84,366.93	73,252.96	11,113.97
ENVIRONMENTAL MANAGEMENT	193,252.00	74,619.50	63,559.50	11,060.00
LAND ACQUISITION MANAGEMENT	289,226.00	257,514.70	212,117.55	45,397.15
TEXAS WATER DEVELOPMENT BOARD MANAGEMENT	70,764.00	26,815.96	23,433.53	3,382.43
DESIGN STANDARDS	287,643.00	217,613.77	165,074.69	52,539.08
ENGINEERING DESIGN MANAGEMENT	831,824.00	489,670.68	426,604.84	63,065.84
QUALITY ASSURANCE	46,646.00	48,348.46	43,263.46	5,085.00
ELECTRICAL POWER PLANNING	105,747.00	41,693.71	37,602.66	4,091.06
PERMIT COORDINATION/TRACKING	57,683.00	36,490.83	35,343.83	1,147.00
PROJECT ADMINISTRATION	53,067.00	30,272.17	25,870.25	4,401.92
OTHER SERVICES	252,467.00	77,585.80	72,052.80	5,533.00
Subtotal	2,877,103.00	1,770,485.22	1,504,751.82	265,733.41
Total COST PLUS MAX				265,733.41

Total Invoice: \$ 265,733.41

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

November 14, 2019

Project Monthly Summary

October 2019 Tasks Performed:

- Task 1 – Program Management Plan (PMP)
 - Finalized additional updates to the Real Estate Acquisition and Management Plan based on feedback from ARWA.

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

- Task 3 – Budgeting
 - Continued cost analyses for evaluating potential reductions in overall Program costs.
 - Prepared a summary of cost analyses and developed presentation for the Program Cost Workshop.
 - Attended and presented at the Program Cost Workshop.
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Task 4 – Schedule
 - Coordinated with Program team to integrate each project schedule into overall Program schedule.
 - Prepared monthly schedule update.

- Task 6 – Data Management
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for right-of-entry process.

- Task 7 – Environmental Management
 - Prepared for and attended Environmental Amendment Discussion with Environmental Consultant.
 - 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.

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

- 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
 - Attended Temporary Injunction Hearings for multiple parcels where the Program is seeking a ROE.
 - Coordinated the appraisal process for Segment A and Segment B 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 Legal, and Program Survey invoices.
 - Continued field work coordination to notify landowners of upcoming field work by consultants.

- Task 9 – Texas Water Development Board Management
 - Assisted with TWDB budget revisions for loan submittal.
 - Continue coordination with TWDB Staff to track all EFRs and environmental reports currently under review.

- Task 10 – Design Standards
 - Continued coordination with ARWA to finalize Front End Contract Documents.
 - Continued addressing comments from GBRA, ARWA, and design consultants regarding the Pipeline Construction Standards.
 - Prepared for and attended Construction Standards Follow-Up Discussion.
 - Continued coordinating with ARWA for the continued development of standards for fiber and SCADA.
 - Began development of Cathodic Protection Program Standards.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Coordinated with design consultant to finalize EFR.
 - Continued coordination with design consultant for beginning final design.

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

- Segment B
 - Coordinated with design consultant to finalize EFR.
 - Continued coordination with design consultant for beginning final design.
- Segment C
 - Continued coordination with design consultant regarding ongoing field work as part of right-of-entry process and EFR development.
- Segment D
 - Coordinated with design consultant to finalize EFR.
 - Continued coordination with design consultant regarding ongoing field work as part of right-of-entry.
 - Coordinated with design consultant to prepare the scope and fee for final design and procurement phase.
- Segment E
 - Continued coordination with design consultant regarding upcoming field work as part of right-of-entry process and EFR development.
- Wellfield:
 - Continued coordination regarding front end documents for the bidding of Wells 6-9.
- Raw Water Infrastructure:
 - Reviewed and commented on 30% Design Report.
 - Continued coordination with design consultant for 30% design development.
- Water Treatment Plant:
 - Reviewed and commented on 30% Design Report.
 - Continued coordination with design consultant for 30% design development.
- Booster Pump Station:
 - Reviewed and commented on 30% Design Report to be submitted by the design consultant.
- Inline Elevated Storage Tanks:
 - Coordinated with design consultant concerning for 30% design development and potential site selection.
- Administrative & Operations Facility
 - Continued coordination with the design consultant to finalize scope and fee.
- Other:
 - Monthly progress meetings with all design consultants (pipelines, water treatment plant, raw water infrastructure, wellfield, booster pump station).
 - Review invoices, schedules, and risk logs for consultants

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

- Task 13 - Electrical Power Planning
 - Coordinated with ARWA concerning emergency power needs and service options for the water treatment plant and wellfield.
 - Coordinated 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
 - Prepared for and attended coordination meeting with TxDOT (Caldwell County District)
 - Continued General Coordination with GVEC and BBEC
 - Prepared for and attended coordination meeting with BBEC
 - On-going Permit Tracking Log Updates

November 2019 Projection:

- Task 1 - Program Management Plan (PMP)
 - Finalize additional updates to the PMP given the updated Real Estate Acquisition and Management Plan.

- Task 2 - Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, 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 held Monthly Status Meeting with Alliance Water.

- Task 3 - Budgeting
 - Continue cost analyses for evaluating potential reductions in overall Program costs.
 - Finalize updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Task 4 - Schedule
 - Coordinate with Program team to integrate each project schedule into overall Program schedule.

- Task 6 - Data Management
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for right-of-entry process and alignment changes.

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

- Task 7 – Environmental Management
 - 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 and Segment B 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 Legal, and Program Survey invoices.
 - Continue field work coordination to notify landowners of upcoming field work by consultants.

- Task 9 – Texas Water Development Board Management
 - Continue coordination with TWDB Staff to track all EFRs and environmental reports currently under review.

- Task 10 – Design Standards
 - Finalize Front End Contract Documents based on comments from ARWA.
 - Continue addressing comments from GBRA, ARWA, and design consultants for the Pipeline Construction Standards.
 - Prepare and send out the Pipeline Construction Standards for Manufacturer review.
 - Continue coordinating with ARWA for the continued development of standards for fiber and SCADA.
 - Continue development of Cathodic Protection Program Standards.

- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continue coordination with design consultant to finalize EFR given alignment revisions.

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

- 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
 - 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 to prepare the scope and fee for final design and procurement phase.
 - Continue coordination with design consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
 - Segment E
 - Continue coordination with design consultant regarding ongoing field work as part of right-of-entry process and EFR development.
- Wellfield:
 - Continue coordination regarding bidding of Wells 6-9.
- Raw Water Infrastructure:
 - Review and comment on 30% Design Report.
 - Continue coordination with design consultant for 30% design development.
- Water Treatment Plant:
 - Review and comment on 30% Design Report.
 - Continue coordination with design consultant for 30% design development.
- Booster Pump Station:
 - Review of 30% Design Report to be submitted by the design consultant.
- Inline Elevated Storage Tanks:
 - Provide input on potential EST sites.
 - Coordination with design consultant for 30% design development.
- Administrative/Operations Building:
 - Coordination with design consultant for 30% design development.
- Other:
 - Monthly progress meetings with all design consultants (pipelines, water treatment plant, raw water infrastructure, wellfield).
 - Review invoices, schedules, and risk logs for consultants
- Task 13 – Electrical Power Planning
 - Coordination with ARWA concerning emergency power needs and service options for the water treatment plant and wellfield.

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

- Coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Continue Permit coordination with Pipeline consultants
 - Continue Coordination with Caldwell County for variance request for the Site Development Permit.
 - Continue coordination with Guadalupe County regarding Program’s impact to property owners.
 - General Coordination with TxDOT
 - General Coordination with GVEC and BBEC
 - Prepare for and attend coordination meeting with GVEC.
 - Permit Tracking Log Updates
- Task 17 – Other Services
 - 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:

64.5% allotted by Contract (based on contract total fee)

48.9% to date of Billing

Design Consultant Certifications: N/A

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

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Croup, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$228,846.00	65%	\$149,657.55	\$125,377.34
CP&Y, Inc.	ABE; MBE	Program Standards, Compliance, and Project Management	\$1,065,009.00	40%	\$422,564.45	\$350,160.10
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$99,000.00	36%	\$35,202.76	\$31,981.13
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$348,720.00	71%	\$246,207.50	\$207,094.80
RVK Architects, Inc.	WBE	Architectural Project Management	\$49,165.00	14%	\$6,873.09	\$5,574.25
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$64,678.00	7%	\$4,405.50	\$3,217.50
		Subtotal	\$1,855,418.00	46.6%	\$864,910.84	\$723,405.13

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.7** Consider adoption of Resolution 2019-11-20-002 approving a work order with Freese & Nichols, Inc. for Final Engineering and Procurement Services for the Authority's Phase 1B Segment D pipeline project, as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
-

Background/Information

Freese & Nichols, Inc. (FNI) was selected by the RFQ review committee for the design of one of the five pipeline segments. They are in the process of completing the preliminary engineering for the Segment D Pipeline project. The total fee for preliminary design including supplemental services was a maximum of \$668,906.

The Executive Director and the Owner's Representative negotiated the scope and fee for the final engineering design and procurement of the Phase 1B Segment D pipeline project with FNI. The effort includes coordination with environmental and land acquisition consultants, permitting agencies and public/private utilities. Final design also includes the design survey (combination of aerial and on-the-ground), geotechnical investigation and preparation of final plans and specifications including cathodic protection. The work order also includes support for the procurement of a contractor for the work. The work order does not include construction phase services – a future work authorization is anticipated for these efforts.

Below are some of the key facts regarding the Phase 1B Segment D final design proposal:

Firm: Freese & Nichols, Inc.

Fee: \$2,250,891

Work Order Type: Lump Sum

Anticipated Duration: 18 months

Project Manager: Anne Hoskins, P.E.

Key Subconsultants: Brierley Associates (Tunneling/Trenchless Design), Arias (Geotechnical), Bain Medina Bain (Surveying) & The Rios Group (SUE)

Staff is requesting that the Technical Committee recommend approval of a work order with a fee for the basic services of \$1,999,464 and a fee for supplemental effort in an amount not-to-exceed \$251,427 for a total fee of \$2,250,891. The Executive Director will be given the discretion to authorize the supplemental effort if needed.

Attachment(s)

- Resolution 2019-11-20-002
- Proposal for Final Engineering Design for Phase 1B Segment D Pipeline dated November 7, 2019

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

Technical Committee Recommendation(s)

- The Committee unanimously recommended approval of the work order.

Board Decision(s) Needed:

- Adoption of Resolution 2019-11-20-002 approving a work order with Freese & Nichols, Inc. for Final Engineering and Procurement Services for the Authority's Phase 1B Segment D pipeline project.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.8** Consider adoption of Resolution 2019-11-20-003 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

In August 2019 the Authority staff and current general counsel created a Request for Qualifications for selection of a new general counsel for the Authority. In September 2019 the Board of Directors created a temporary committee (members are noted below) to review the responses to the RFQ and to recommend to the Board the selection of a new general counsel.

General Counsel RFQ Review Committee

- Jane Hughson
- Kenneth Williams
- Mike Taylor
- James Earp
- Graham Moore

The Authority received seven responses to the RFQ. The Committee reviewed and scored the responses (see attached summary scores) and interviewed the top two proponents. The Committee unanimously recommended that the Board enter into an agreement with Lloyd Gosselink Rochelle & Townsend, P.C. (Lloyd Gosselink) for general counsel legal services.

Staff and the current general counsel, Mark Taylor, negotiated the attached agreement with Lloyd Gosselink. Lloyd Gosselink is current providing legal services to the City of Kyle and County Line Special Utility District. As such they are seeking a waiver of a conflict of interest from these two clients in the favor of Alliance Water.

The attached resolution would delegate to the Executive Director and current general counsel the authority to finalize the agreement.

Attachment(s)

- Resolution 2019-11-20-003
- Engagement Letter for General Counsel Services dated November 14, 2019.
- RFQ 2019-002 Summary Scoring Sheet

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

Board Decision(s) Needed:

- Adoption of Resolution 2019-11-20-003 approving an engagement letter with Lloyd Gosselink Rochelle and Townsend, P.C. for general counsel legal services.



ALLIANCE WATER

RESOLUTION NO. 20191120-003

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

RECITALS:

1. The Alliance Regional Water Authority (the "Alliance Water") issued RFQ No. 2019-002 for general counsel legal services and received seven responses.
2. The Alliance Water Board of Directors (the "Board") designated a selection committee of Board members to evaluate the responses, interview candidate firms and recommend a firm for award of an agreement.
3. The selection committee evaluated the responses, interviewed two of the proponent firms, and recommended to the Board that the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. be engaged to provide general counsel legal services for Alliance Water.
4. The Alliance Water Board of Directors (the "Board") wishes to engage the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. to provide general counsel legal services for Alliance Water.

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

SECTION 1. The Board approves the engagement of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. to provide general counsel legal services for Alliance Water.

SECTION 2. Alliance Water's Executive Director, Graham Moore, is authorized to execute an agreement with Lloyd Gosselink Rochelle & Townsend, P.C. on behalf of Alliance Water, upon finalization of the agreement by Mr. Moore and by Alliance Water's current general counsel, Mark B. Taylor.

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

ADOPTED: November 20, 2019.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

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

<< DRAFT >>

November 11, 2019

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

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

Dear Mr. Moore:

We appreciate the confidence you have shown in us by recently selecting our firm to provide general counsel legal services. The purpose of this letter is to set forth our understanding of the legal services to be performed by us. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. (“Lloyd Gosselink”) will provide general counsel legal services (the “Services”) to Alliance Regional Water Authority (“Alliance Water”). Furthermore, this letter is our notice to you regarding our acceptance of this engagement for the Services.

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

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

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

Our acceptance of this engagement for the Services is effective December 1, 2019, upon our receipt of an executed copy of this agreement.

Terms of Engagement

This engagement letter and the attached *Additional Terms of Engagement*, dated _____, 2019, set out the terms of our engagement for the Services. It is understood and agreed that our engagement is limited to the Services, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this engagement letter and any supplements thereto.

Personnel Who Will Be Working on the Matter

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

Legal Fees and Other Charges

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

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, **although we will make every effort to manage fees and costs by working efficiently and cost effectively and in coordination with the Client.** My time is billed at the rate of \$310 per hour. With your approval, other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual.

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

Conflicts of Interest

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

Cloud-Based Software

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

Document Retention

We may choose to keep records pertaining to the Services in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such

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

Conclusion

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

Thank you.

Sincerely,

<< DRAFT >>

Michael A. Gershon

MAG/dsr
7964553

AGREED AND ACCEPTED:

ALLIANCE REGIONAL WATER AUTHORITY

By: _____
Signature

Printed Name

Title

Date

Alliance Water - Lloyd Gosselink Additional Terms of Engagement

These Additional Terms of Engagement, together with the engagement letter, form the agreement between Alliance Water and Lloyd Gosselink (the “Agreement”).

1. Standards of Performance

A. The performance of all services by Lloyd Gosselink 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, Lloyd Gosselink will use the standard of care and skill exercised for similar engagements by law firms with a regional reputation in the Austin-San Antonio area for the types of services involved under this Agreement.

C. The parties acknowledge and agree that any expressions on Lloyd Gosselink’s part concerning the outcome of the Services, or any other legal matters, are based on Lloyd Gosselink’s professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by Lloyd Gosselink’s knowledge of the facts and are based on Lloyd Gosselink’s views of the state of the law at the time they are expressed. Alliance Water acknowledges that Lloyd Gosselink has made no promises or guarantees about the outcome of the Services to be provided by Lloyd Gosselink, and that nothing in this Agreement should be construed as such a promise or guarantee.

D. In performing all services under this Agreement, Lloyd Gosselink will comply with all local, state and federal laws.

E. Texas Supreme Court and State Bar of Texas rules require Lloyd Gosselink to advise Alliance Water of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, Lloyd Gosselink must advise Alliance Water that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available in Lloyd Gosselink’s office and is available upon request. If Alliance Water has any questions about the State Bar's disciplinary process, Alliance Water should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

2. Lloyd Gosselink’s Responsibilities

A. Lloyd Gosselink will perform all of its services for Alliance Water in a timely, professional manner in accordance with the Standards of Performance and the terms of this Agreement. Lloyd Gosselink agrees to keep Alliance Water reasonably informed about the status and progress of the Services. Lloyd Gosselink will endeavor to cooperate fully with Alliance Water regarding the provision of the Services.

B. The scope of the Services as described in the engagement letter is not exclusive; Alliance Water may assign any legal services to Lloyd Gosselink, including specialized legal services, and

Alliance Water may assign any of the Services to another law firm. Notwithstanding the scope of the Services in the engagement letter, Alliance Water reserves the right in its sole discretion to determine which legal services to assign to Lloyd Gosselink.

C. Lloyd Gosselink will submit detailed monthly invoices to Alliance Water showing the services performed and the personnel and hourly rates. Reimbursable expenses, if not included in other fees, will be charged at cost. With approval from Alliance Water, Lloyd Gosselink may send for direct payment any invoices delivered to Lloyd Gosselink by others, including experts and any vendors.

D. Lloyd Gosselink will secure Alliance Water's prior written approval for any change in the lead attorney assigned to provide the Services, and for subcontracting of any services under this Agreement.

3. Alliance Water's Responsibilities

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

B. Alliance Water will disclose to Lloyd Gosselink, on a timely basis, all facts and documents that are or might be material or that Lloyd Gosselink may request. Alliance Water will keep Lloyd Gosselink apprised on a timely basis of all developments relating to the Services that are or might be material. Alliance Water will attend meetings, conferences, and other proceedings when it is reasonable to do so. Alliance Water will endeavor to cooperate fully with Lloyd Gosselink regarding the provision of the Services.

B. Alliance Water designates its Executive Director as its 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 for some or all matters or areas assigned to Lloyd Gosselink.

C. Alliance Water will examine documents and information submitted by Lloyd Gosselink, and, within Alliance Water's framework for decisions, promptly render responses to Lloyd Gosselink on issues requiring a decision by Alliance Water.

D. Alliance Water will make payments to Lloyd Gosselink on a monthly basis. 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.

4. Other Matters

A. The parties consent to the use of electronic correspondence (email) from time to time to communicate and to transmit documents. The parties acknowledge the possibility that electronic correspondence could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication lacks sufficient confidentiality. The parties agree to use caution in electronic correspondence in order to protect their confidentiality.

B. If the Services involve transactions, litigation or administrative proceedings in which Lloyd Gosselink appears as counsel of record for Alliance Water in publicly available records, Lloyd Gosselink reserves the right to inform third parties of the fact of its representation of Alliance Water and the results obtained unless Alliance Water specifically directs otherwise. Unless Alliance Water advises to the contrary, Lloyd Gosselink may disclose the fact that it represents Alliance Water to third parties.

5. Lloyd Gosselink's Records

A. All expense records of Lloyd Gosselink 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 Lloyd Gosselink which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

C. Lloyd Gosselink 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 Lloyd Gosselink goes out of business during that period, it will turn over to Alliance Water all of its records relating to Alliance Water.

D. Lloyd Gosselink 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.

6. Term; Termination of Agreement

A. The term of this Agreement begins upon its execution by Alliance Water, and will end on September 30, 2020 unless terminated sooner under the provisions of this Agreement. This Agreement may be renewed for successive one-year periods thereafter with the written consent of both parties. Alliance Water may perform periodic reviews of Lloyd Gosselink's performance, and Lloyd Gosselink agrees to provide information as requested by Alliance Water and cooperate fully in connection with any such evaluation.

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 either party upon 30 days prior written notice to the other party.

D. In the event of termination by Alliance Water as provided in this Section, Alliance Water may in its sole discretion direct that Lloyd Gosselink suspend its performance of services to the extent allowed under ethics rules applicable to Lloyd Gosselink.

E. In the event of termination as provided in this Section, Lloyd Gosselink 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 Lloyd Gosselink's delivering to Alliance Water a final report of the status of its services under this Agreement, whether completed or in progress.

F. Upon termination, Alliance Water acknowledges that Lloyd Gosselink will have no continuing obligation to give advice to Alliance Water with respect to any future legal developments that may pertain to the Services.

7. Insurance and Indemnity

A. Lloyd Gosselink will hold harmless, indemnify and defend 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 Lloyd Gosselink, 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, expert witness fees, and all other expenses incurred by Alliance Water.

B. Lloyd Gosselink will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all activities under this Agreement. Before commencing any services, Lloyd Gosselink will deliver to Alliance Water a certificate or certificates in a form satisfactory to Alliance Water, showing that Lloyd Gosselink has complied with this paragraph. Lloyd Gosselink will promptly deliver a new certificate or certificates upon expiration, cancellation or change of any coverage. 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 \$1,000,000 for each occurrence, (2) Motor vehicle liability insurance in an amount not less than \$1,000,000 for injuries to any one person, not less than \$1,000,000 for all

injuries in a single accident, and not less than \$1,000,000 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 Lloyd Gosselink's indemnity obligation, and it will be Lloyd Gosselink'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 Lloyd Gosselink from compliance with these requirements.

8. 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, and each of the parties waives any right to object to such venue.

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, Lloyd Gosselink 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, Lloyd Gosselink 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. Alliance Water and Lloyd Gosselink, 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. Alliance Water and Lloyd Gosselink may not 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 Lloyd Gosselink, and it supersedes all prior negotiations, representations or agreements either written or oral. Changes in the scope of services or Lloyd Gosselink compensation 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 the Authority and Lloyd Gosselink.

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 these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, the provisions imposing greater responsibility on Lloyd Gosselink will control.

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS

Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- F.9** 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 November 12th. The GCUWCD discussed if and how they could wind down the Eastern Mitigation Fund (the fund on the other side of the county). Many of the directors felt that it was imperative that the fund remain open to allow for landowners with wells that may be impacted in the future to have their wells mitigated. They will send out notification letters to registered well owners who have not had their wells mitigated to remind them of the option.

Plum Creek Conservation District (PCCD)

The PCCD is scheduled to meet on November 19th. A verbal update will be provided to the Board.

Groundwater Management Area 13

The GMA held a meeting on November 8th. The group received a presentation on a USGS study in conjunction with GBRA to determine if the Gonzales River was a gaining or losing stream as it crossed the outcrop of the Carrizo aquifer. The results seemed to be mixed and very difficult to interpret – which further verifies that the interaction of surface water and groundwater sources is complex and difficult to model.

Region L Planning Group

Region L held their latest meeting on November 7th. The Authority's three projects were presented. There was a question about anticipated drawdown information resulting from the Carrizo projects. There was also a question asking clarification on the direct potable reuse project regarding where the concentrate is expected to be disposed.

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, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

G. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

EXECUTIVE DIRECTOR

December Schedule

The December Board meeting will be held on Wednesday, December 18th at 3:00 PM at a location to be determined.

Log and Calendar of Events

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

**Executive Director
Log of Activities**

October						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<i>1-Oct</i>	<i>2-Oct</i>	<i>3-Oct</i>	<i>4-Oct</i>	<i>5-Oct</i>
		1B Monthly Check-In	Electronic payments	Weekly ROW call	PTO	
			1ASegB coordination	Sign ROEs		
			Invoices	Sign GWDA		
			General Counsel Legal Services			
<i>6-Oct</i>	<i>7-Oct</i>	<i>8-Oct</i>	<i>9-Oct</i>	<i>10-Oct</i>	<i>11-Oct</i>	<i>12-Oct</i>
	Sign ROEs	TCEQ meeting	Tech Cmte meeting	Weekly ROW call	Sign ROEs	
	Pape-Dawson meeting	Environmental amendment discussion	Land acquisition coordination	1ABPS Construction Meeting	1A Seg B const docs to TWDB	
	Council mtg coordination	GCWUCD permit hearing	Board workshop prep	Payment coordination	Software coordination	
<i>13-Oct</i>	<i>14-Oct</i>	<i>15-Oct</i>	<i>16-Oct</i>	<i>17-Oct</i>	<i>18-Oct</i>	<i>19-Oct</i>
	Board workshop prep	Region L Staff Work Group mtg	Caldwell County permitting meeting	Staffing planning meeting	September financial info	
	1A Seg B docs to LAN	San Marcos / Buda / Kyle mtgs	Board Workshop on Cost Savings	Presentations to SUDs	GBRA invoice	
	CRWA Board mtg			TWDB coordination	PAC agenda	
				Mtg date coordination		
<i>20-Oct</i>	<i>21-Oct</i>	<i>22-Oct</i>	<i>23-Oct</i>	<i>24-Oct</i>	<i>25-Oct</i>	<i>26-Oct</i>
	Land acquisition meting	Sign ROEs	Board of Managers meeting	Green Valley SUD mtg	SCADA presentation	
	Texas Solutions Group conference call	Check-In mtg with LAN	Mtg coordination	WTP monthly mtg	Mtg w/ Plus Six Engineering	
	County Line SUD mtg	1B Construction Standards mtg	Form of Board Actions policy	Crystal Clear SUD mtg	Board meeting agenda and packet	
<i>27-Oct</i>	<i>28-Oct</i>	<i>29-Oct</i>	<i>30-Oct</i>	<i>31-Oct</i>		
	Board Workshop debrief with Earp	Mtg w/ CH2MHill	Regiona L - Ch. 8 Policy WorkGroup	Construction mgmt planning mtg		
	Org chart development	Mail / filing	General Counsel cmte mtg	Filing, payments		
	Coordinate online wire transfers	Segment B award coordination	Board Meeting	Appraisal approvals		
				PAC preparation		

November 2019

November 2019							December 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 27	28	29	30	31	Nov 1	2
					9:00am Project Advisory Committee Meeting (Kyle Public Works) 11:30am Sign 1ASB Coversheet (LAN - San Marcos)	
3	4	5	6	7	8	9
Save the Date - Review RWI Phase 1B EFR - Alisa Gruber						
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	9:00am Alliance Water - Monthly Check-in (Skype Meeting) - 2:00pm Review ARWA Bond Debt Capacity	1:00pm 1ASB Alignment Walk (1A Construction Trailer) 1:00pm ARWA 1A-B Pipeline Site Visit	9:30am Region L Meeting (San Antonio Water System (2800 11:00am ARWA1B - Weekly ROW Call	9:30am GMA-13 Meeting (Evergreen 10:00am GBC Meeting (GBRA Annex - 1:30pm Alliance Water -	
10	11	12	13	14	15	16
Save the Date - Review RWI Phase 1B EFR - Alisa Gruber					3:00pm San Marcos - Cost Saving Measures Follow-Up (SMEU Conference Room)	
	9:30am Sign ROEs (Starbucks (5401 S Fm 1:30pm ARWA Phase 1B 4:00pm CRWA -Cost 6:30pm CRWA Board	1:00pm Follow Up (Starbucks in San 1:00pm Weston 3:00pm Alliance Water - 5:30pm GCUWCD Board	3:00pm ARWA - Administrative Committee Meeting (Kyle - Public Works Facility) - Graham	11:00am ARWA1B - Weekly ROW Call 12:00pm Progress Mtg Lunch (ARWA Trailer) 1:30pm Phase 1A		
17	18	19	20	21	22	23
	12:00pm Janay - Lunch (Hyde Park Bar & Grill WestGate - 4521 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) -	10:30am FW: ARWA Project Update 11:30am ARWA - CLSUD 1:00pm PCCD Meeting 3:00pm ARWA 3:00pm Kenneth	TWDB 2019 SWIFT Closings 10:00am Regional Water 10:00am Regional Water 1:30pm San Marcos - 3:00pm ARWA Board	11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	10:00am ARWA1BWTP - Monthly Update Meeting (Skype 1:30pm Introduction to CDM Smith team and discuss CM&I project	
24	25	26	27	28	29	30
	1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	PTO		Thanksgiving Holiday		
				11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan		

December 2019

December 2019							January 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 1	2 1:00pm WinCC HMI presentation (Skype) 1:30pm ARWA Phase 1B Weekly Progress 6:30pm CUAB Meeting (City Hall-Conference)	3 8:00am GCUWCD Rules Workshop Meeting (GCUWCD Offices) 9:00am Alliance Water - Monthly Check-in (Skype Meeting)	4 12:00pm Moore/Grijalva Lunch (TBD) - Roman Grijalva	5 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	6 10:00am Rep. Cyrier (Sabre Commercial, 2001 Chicon Street, Austin, TX 78722)	7
8	9 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:30pm CRWA Board Meeting (CRWA Offices (850 Lakeside	10 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	11 3:00pm ARWA Technical Committee Meeting (Kyle Public Works)	12 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - 1:30pm Phase 1A Construction Meetings	13 9:00am Project Advisory Committee Meeting (Kyle Public Works) 1:00pm Citect HMI Presentation (City Of Kyle Public Works	14
15	16 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	17 1:00pm PCCD Meeting (Lockhart, Texas, United States)	18 9:30am ARWA1BBPSDP - Booster PS & Delivery Points - DRAFT EFR Review 3:00pm ARWA Board Meeting (TBD)	19 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	20	21
22	23 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	24 HOLIDAY	25 HOLIDAY	26 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	27	28
29	30 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	31 HOLIDAY	Jan 1, 20	2	3	4

January 2020

January 2020							February 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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 20 HOLIDAY	2 PTO 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	3 9:00am Alliance Water - Monthly Check-in (Skype Meeting) - Cobler, Nathan	4
5	6 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	7	8 3:00pm ARWA Technical Committee Meeting (Kyle Public Works)	9 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - 1:30pm Phase 1A Construction Meetings	10	11
12	13 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:30pm CRWA Board Meeting (CRWA Offices (850 Lakeside	14 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	15	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 9:30am Region L Meeting (San Antonio Water System (2800 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) -	24	25
26	27 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	28	29	30 11:00am ARWA1B - Weekly ROW Call (Skype Meeting) - Sowa, Ryan	31	Feb 1

REGULAR MEETING
Alliance Regional Water Authority Board of Directors

BOARD MEMBER PACKETS
Wednesday, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

H. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS – no action to be taken.

Background/Information

The Committee 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, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

- I.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 and/or 551.073 (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, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

I.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, November 20, 2019 at 3:00 P.M.
501 E. Hopkins, San Marcos, TX 78666

J. ADJOURNMENT
