

**Alliance Regional Water Authority
Board of Directors**

REGULAR MEETING



ALLIANCE WATER

BOARD MEMBER PACKETS

Wednesday, September 22, 2021 at 3:00 P.M.

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

Meeting ID: 984 4057 1567

Passcode: 049634

This Notice is posted pursuant to the Texas Open Meetings Act (Texas Government Code Chapter 551). The Alliance Regional Water Authority (the Authority) Board of Directors will hold a meeting at 3:00 PM, Wednesday, September 22, 2021, at the San Marcos Activity Center, 501 E. Hopkins, San Marcos, Texas. The presiding officer of the meeting will be physically present at the location noted above. Some directors may participate remotely through videoconference. The public may observe this meeting in person or by using the following videoconference link and/or calling the number and code provided:

[Zoom Meeting Link](#)

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Members of the public wishing to make public comment during the meeting must (1) be present at the public meeting location or (2) join by videoconference and register by emailing gmoore@alliancewater.org prior to 3:00 p.m. on September 22nd, 2021. Public comment is not allowed by call-in. This meeting will be recorded and the audio recording will be available on the Authority's website after the meeting. A copy of the agenda packet will be available on the Authority's website at the time of the meeting. Additional information can be obtained by calling Graham Moore at (512) 294-3214.

A. CALL TO ORDER

B. ROLL CALL

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

D. CONSENT AGENDA

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

D.1 Consider approval of minutes of the Regular Meeting held August 25, 2021. ~
Graham Moore, P.E., Executive Director

D.2 Consider approval of minutes of the Special Meeting held September 13, 2021.
~ *Graham Moore, P.E., Executive Director*

- D.3 Consider approval of the financial report for August 2021. ~ *Graham Moore, P.E., Executive Director*
- D.4 Consider adoption of Resolution 2021-09-25-001 approving an easement with Bluebonnet Electric Cooperative, Inc. on the Authority's Phase 1B Booster Pump Station property and authorizing the Executive Director to execute all easement documents. ~ *Graham Moore, P.E., Executive Director*
- D.5 Consider adoption of Resolution 2021-09-22-002 approving Work Order #6 with RW Harden & Associates for general hydrogeological services through September 30, 2022, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
- D.6 Consider adoption of Resolution 2021-09-22-003 approving an agreement for public relations services with Concept Development & Planning, LLC through September 30, 2022, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*
- D.7 Consider adoption of Resolution 2021-09-22-004 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C. ~ *Graham Moore, P.E., Executive Director*

E. PUBLIC HEARINGS / PRESENTATIONS - None

F. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

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

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

H. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- H.1 Consider adoption of Resolution 2021-09-22-005 approving Work Order #3 with J.R. Tolles and Associates, LLC for construction management support for the Phase 1B projects. ~ *Graham Moore, P.E., Executive Director*
- H.2 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.3 Consider adoption of Resolution 2021-09-22-006 approving Work Authorization #9 with Lockwood, Andrews & Newnam, Inc. for Construction Administration Services on the Authority's Phase 1B Treated Water Segment A Pipeline Project, as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*
- H.4 Consider adoption of Resolution 2021-09-22-007 adopting weighted scoring values for the selection criteria associated with the Authority's Competitive Sealed Proposals for the Phase 1B Program projects. ~ *Graham Moore, P.E., Executive Director*
- H.5 Consider adoption of Resolution 2021-09-22-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP) for employee's health insurance for January 2022 through December 2022. ~ *Graham Moore, P.E., Executive Director*
- H.6 Consider adoption of Resolution 2021-09-22-009 approving a Well Lease Agreement with Michael and Sharon Evans. ~ *Graham Moore, P.E., Executive Director*
- H.7 Consider adoption of Resolution 2021-09-22-010 approving the assignment of relevant Possession and Use Agreement rights associated with the Phase 1B Program to the Guadalupe-Blanco River Authority. ~ *Graham Moore, P.E., Executive Director*
- H.8 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff. ~ *Scott Miller / Jeff Hecker, Texas Solutions Group*

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

J. EXECUTIVE SESSION

J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) and/or Section 551.074 (Personnel Matters) regarding:*

- A. *Water supply partnership options*
- B. *Groundwater leases*
- C. *Acquisition of real property for water supply project purposes*
- D. *Annual performance evaluation of Executive Director, Graham Moore, including the discussion of goals for the next fiscal year and possible compensation adjustments.*

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

- A. *Water supply partnership options*
- B. *Groundwater leases*
- C. *Acquisition of real property for water supply project purposes*
- D. *Annual performance evaluation of Executive Director, Graham Moore, including possible adoption of goals for the next fiscal year and compensation adjustments.*
- E. *Consideration of Resolution 2021-09-22-011 approving a Purchase Agreement with Rancho de Galle Ltd. for a permanent pipeline easement on Parcel D055G.*
- F. *Consideration of Resolution 2021-09-22-012 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain*

proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law

K. ADJOURNMENT

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

A. CALL TO ORDER

No Backup Information for this Item.

B. ROLL CALL

NAME	TERM ENDS	PRESENT
Mayor Jane Hughson – Vice-Chair (San Marcos)	April 2023	
Regina Franke (CRWA - General Manager, Crystal Clear SUD)	April 2023	
Tim Samford (Kyle – Treatment Operations Manager)	April 2024	
Blake Neffendorf – Treasurer (Buda – Water Resources Coordinator)	April 2023	
Councilmember Mark Gleason (San Marcos)	April 2022	
Humberto Ramos (CRWA – Water Resources Director)	April 2024	
James Earp – Secretary (Kyle – Assistant City Manager)	April 2024	
Tyler Hjorth (San Marcos – Interim Director, Utilities)	April 2024	
Chris Betz – Chair (CRWA - President, County Line SUD)	April 2022	
Derrick Turley (Kyle – Water Quality Technician)	April 2024	
Marie Kalka (San Marcos – Finance Director)	April 2022	
Pat Allen (CRWA - General Manager, Green Valley SUD)	April 2023	
Paul Kite (San Marcos – Asst. Director of Public Services)	April 2022	

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

Items D.1 through D.7 are presented as part of the consent agenda.

D.1 Consider approval of minutes of the Regular Meeting held August 25, 2021. ~
Graham Moore, P.E., Executive Director

Attachment(s)

- 2021 08 25 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Wednesday, August 25, 2021

The following represents the actions taken by the Board of Directors of the Alliance Regional Water Authority (ARWA) in the order they occurred during the meeting. The Board of Directors convened in a meeting on Wednesday, August 25, 2021 at the San Marcos Activity Center and via video conference call.

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

- B. ROLL CALL.
 - **Present: Franke, Samford, Neffendorf, Gleason, Ramos, Earp, Hjorth, Betz, Turley, Kalka and Kite with Hughson joining in Item H. Ms. Hughson and Mr. Turley left the meeting prior to Item K.1.**
 - **Absent: Allen.**

- C. SEATING OF NEWLY APPOINTED DIRECTOR
 - C.1 Oath of Office and swearing in of Newly Appointed Director.
 - **Tyler Hjorth was sworn into office by Mr. Betz.**

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

- E. CONSENT AGENDA
 - E.1 Consider approval of minutes of the Regular Meeting held July 28, 2021.
 - E.2 Consider approval of the financial report for July 2021.

- E.3 Consider adoption of Resolution 2021-08-25-001 authorizing the Executive Director to execute all necessary agreements on behalf of the Authority to provide for utility services on all property owned by the Authority.
- **Motion to approve the consent agenda items as presented was made by Mr. Earp, seconded by Mr. Samford and approved on a 11-0 vote.**

F. PUBLIC HEARINGS / PRESENTATIONS

- **None.**

G. ITEMS FOR DISCUSSION NOT REQUIRING ACTION

- G.1 Report on Technical Committee activities.
- G.2 Update on status of groundwater management in project target area, and Gonzales County Underground Water Conservation District, Plum Creek Conservation District, Groundwater Management Area 13, Region L Planning Group, Guadalupe-Blanco River Authority, Hays County and CAPCOG activities.
- **No items opened.**

H. EXECUTIVE DIRECTOR AND LEGAL COUNSEL REPORTS

- **No action.**

I. ITEMS FOR ACTION OR DISCUSSION/DIRECTION

- I.1 Update, discussion and possible direction to Staff regarding the Authority's Phase 1B program recent bid openings and construction budgets.
- **Mr. Moore presented the presentation in the Board packet.**
 - **The Board was certainly concerned with the escalated pipeline costs and asked Staff to continue to review options for lowering the costs and to report back routinely to the Board.**
 - **No Action.**
- I.2 Consider adoption of Resolution 2021-08-25-002 awarding a construction contract to MWH Constructors, Inc. for the Phase 1B Booster Pump Station and Delivery Points Project, contingent upon approval of the award by the Texas Water Development Board.
- **Motion to adopt Resolution 2021-08-25-002 awarding a construction contract to MWH Constructors, Inc. for the Phase 1B Booster Pump Station and Delivery Points Project, contingent upon approval of the award by the Texas Water Development Board, was made by Ms. Hughson, seconded by Mr. Ramos and approved on a 12-0 vote.**

- I.3 Consider adoption of Resolution 2021-08-25-003 confirming the rankings of the submittals in response to the competitive sealed proposal for the Phase 1B Segment A Project and authorizing Staff to enter negotiations with the top scoring contractor.
- **Motion to adopt Resolution 2021-08-25-003 confirming the rankings of the submittals in response to the competitive sealed proposal for the Phase 1B Segment A Project and authorizing Staff to enter into negotiations with the top scoring contractor, was made by Mr. Ramos, seconded by Ms. Franke and approved on a 12-0 vote.**
- I.4 Update and discussion regarding the status of the Authority's Phase 1B program, and direction to staff and consultants.
- **Ryan Sowa provided an update.**
 - **No Action.**
- I.5 Consider adoption of Resolution 2021-08-25-004 approving Work Order #5 with Freese & Nichols, Inc. for Construction Administration Services on the Authority's Phase 1B Booster Pump Station and Delivery Points Project, as recommended by the Technical Committee.
- **Motion to adopt Resolution 2021-08-25-004 approving Work Order #5 with Freese & Nichols, Inc. for Construction Administration Services on the Authority's Phase 1B Booster Pump Station and Delivery Points Project was made by Mr. Samford, seconded by Mr. Hjorth and approved on a 12-0 vote.**
- I.6 Consider adoption of Resolution 2021-08-25-005 approving Work Order #9 with Blanton & Associates, Inc. for additional Environmental Services on the Authority's Phase 1B Segment E Project.
- **Motion to adopt Resolution 2021-08-25-005 approving Work Order #9 with Blanton & Associates, Inc. for additional Environmental Services on the Authority's Phase 1B Segment E Project was made by Ms. Hughson, seconded by Ms. Franke and approved on a 12-0 vote.**
- I.7 Consider adoption of Resolution 2021-08-25-006 approving Work Order #2 with CP&Y, Inc. for SCADA programming services on the Authority's Phase 1B infrastructure, as recommended by the Technical Committee.
- **Motion to adopt Resolution 2021-08-25-006 approving Work Order #2 with CP&Y, Inc. for SCADA programming services on the Authority's Phase 1B infrastructure was made by Ms. Hughson, seconded by Mr. Gleason and approved on a 12-0 vote.**

- I.8 Discussion and possible direction to Staff regarding Considerations for Operations of the Authority's Water System.
- **Mr. Moore presented the general process to be followed in the evaluation.**
 - **Mr. Ramos asked if the Authority's Regional Water Supply Contract precluded third party operations of the system.**
 - **Mr. Moore stated that he was not aware of any such prohibition in the contract, but that a more thorough review would be required in order to verify.**
 - **Staff was directed to work with the Technical Committee on the evaluation and to seek a recommendation from the Committee to the Board at the end of the process.**
- I.9 Consider adoption of Resolution 2021-08-25-007 making appointments to the Technical Committee.
- **Motion to adopt Resolution 2021-08-25-007 re-appointing the current Committee members and filling the vacancy with Paul Kite was made by Mr. Hjorth, seconded by Ms. Franke and approved on a 12-0 vote.**
- I.10 Consider adoption of Resolution 2021-08-25-008 nominating a voting member of the Region 11 Guadalupe Regional Flooding Planning Group in the area of Water Utilities.
- **Motion to adopt Resolution 2021-08-25-008 nominating Humberto Ramos as a voting member of the Region 11 Guadalupe Regional Flood Planning Group in the area of Water Utilities, and Blake Neffendorf as the backup nominee, was made by Ms. Hughson, seconded by Ms. Franke and approved on a 12-0 vote.**
- I.11 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff.
- **No Action.**
- J. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS
- **None.**
- K.1 The Board of Directors recessed into Executive Session at 4:39 p.m. pursuant of the Government Code, Section 551.071, to seek the General Counsel's advice regarding matters involving attorney-client privilege, Section 551.072 to discuss water supply project partnership options and/or Section 551.074 to discuss personnel matters. The Board of Directors reconvened from Executive Session at 5:45 p.m.

- K.2 Action from Executive Session on the following matters:
- A. Water supply partnership options
 - B. Groundwater leases
 - C. Acquisition of real property for water supply project purposes.
 - D. Consideration of Resolution 2021-08-25-009 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.
 - **Motion to adopt Resolution 2021-08-25-009 finding Public Convenience and Necessity and authorizing Eminent Domain Proceedings, if necessary, for acquisitions as presented was made by Mr. Hjorth, seconded by Mr. Samford and approved on a 10-0 vote.**
 - E. Annual performance evaluation of Executive Director, Graham Moore
 - **Staff was directed to place the performance evaluation on the next Board agenda for consideration.**
- K. ADJOURNMENT
- **Meeting was adjourned at 5:49 p.m. based on the motion by Mr. Ramos, seconded by Mr. Hjorth on a 10-0 vote.**

APPROVED: _____, 2021

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

D.2 Consider approval of minutes of the Special Meeting held September 13, 2021. ~
Graham Moore, P.E., Executive Director

Attachment(s)

- 2021 09 13 Board Meeting Minutes

Board Decision(s) Needed:

- Approval of minutes.



Alliance Regional Water Authority

BOARD MEETING

MINUTES

Monday, September 13, 2021

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 Monday, September 13, 2021 at the County Line Special Utility District offices and via video conference call.

- A. CALL TO ORDER.
The Alliance Water Board Meeting was called to order at 4:05 p.m. by Mr. Betz.

- B. ROLL CALL.
 - **Present: Hughson, Franke, Samford, Neffendorf, Gleason, Ramos, Earp, Hjorth, Betz, Turley, Kalka, Allen and Kite.**
 - **Absent: Allen.**

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

- D. ITEMS FOR ACTION OR DISCUSSION/DIRECTION
 - D.1 Consider adoption of Resolution 2021-09-13-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Pipeline Segment A Project, contingent upon approval of the award by the Texas Water Development Board.
 - **Motion to adopt Resolution 2021-09-13-001 awarding a construction contract to Garney Companies, Inc. for the Phase 1B Treated Pipeline Segment A Project was made by Mr. Ramos, seconded by Ms. Hughson and approved on a 12-0 vote.**

E. BOARD MEMBER ITEMS OR FUTURE AGENDA ITEMS

- **None.**

F. ADJOURNMENT

- **Meeting was adjourned at 4:18 p.m. based on the motion by Mr. Neffendorf, seconded by Mr. Earp on a 12-0 vote.**

APPROVED: _____, 2021

ATTEST:

Chair, Board of Directors

Secretary, Board of Directors

D.3 Consider approval of the financial report for August 2021. ~ *Graham Moore, P.E., Executive Director*

Background/Information

Attached is the financial report for the period ending in August 2021.

Attachment(s)

- 2021 08 31 Financial Report

Board Decision(s) Needed:

- Approval of the financial report for the period ending August 2021.



Alliance Regional Water Authority

**Financial Statements
(Compilation)**

**For the One Month Ended and Year-to-Date
August 31, 2021**

Alliance Regional Water Authority

Balance Sheet

As of August 31, 2021

	Aug 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1004 · Broadway Bank	
1005 · Broadway Checking (8040)	-462,337.62
1010 · Broadway Savings (4415)	31,944,420.48
Total 1004 · Broadway Bank	31,482,082.86
1015 · TexStar (3310)	567,582.06
1050 · Broadway Bank (Reserved)	
1051 · CRWA Debt Service (2785)	607,215.56
1052 · Kyle Debt Service (2787)	420,545.97
1055 · San Marcos Debt Service (6390)	526,115.84
1056 · Buda Debt Service (6391)	93,515.26
Total 1050 · Broadway Bank (Reserved)	1,647,392.63
1100 · Escrow Accounts	
1105 · BOKF, Escrow, CRWA Series 2015A	335,063.40
1106 · BOKF, Escrow, Kyle Series 2015B	221,944.14
1107 · BOKF, Escrow, CRWA Series 2017A	266,090.55
1108 · BOKF, Escrow, Kyle Series 2017B	242,539.39
1109 · BOKF, Escrow, SM Series 2017C	333,986.02
1110 · BOKF, Escrow, Buda Series 2017D	43,176.67
1111 · BOKF, Escrow, CRWA Series 2019A	15,067,816.18
1112 · BOKF, Escrow, Kyle Series 2019B	13,741,212.61
1113 · BOKF, Escrow, SM Series 2019C	17,526,581.88
1114 · BOKF, Escrow, Buda Series 2019D	2,405,087.82
1115 · BOKF, Escrow, CRWA Series 2020A	29,068,719.41
1116 · BOKF, Escrow, CRWA 2020A-LM67	8,346,108.37
1117 · BOKF, Escrow, Kyle Series 2020B	26,507,880.61
1118 · BOKF, Escrow, Kyle 2020B-LM68	7,605,938.75
1119 · BOKF, Escrow, SM Series 2020C	33,778,715.71
1120 · BOKF, Escrow, SM 2020C-LM69	9,686,195.52
1121 · BOKF, Escrow, BUDA Series 2020D	4,686,876.73
1122 · BOKF, Escrow, Buda 2020D-LM70	1,365,168.51
Total 1100 · Escrow Accounts	171,229,102.27
Total Checking/Savings	204,926,159.82
Accounts Receivable	
1201 · Accounts Receivable, GBRA	731,936.98
Total Accounts Receivable	731,936.98
Total Current Assets	205,658,096.80
Fixed Assets	
1405 · Engineering & Construction Cost	2,402,294.20
1420 · Projects in Progress (Cash)	
1420-01 · Legal Support	63,060.47
1420-02 · Hydrogeologic Support	183,549.50
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)	421,956.14

Alliance Regional Water Authority

Balance Sheet

As of August 31, 2021

09/15/21

Accrual Basis

	Aug 31, 21
1430 · Projects in Progress Eng (Cash)	
1430-02 · Engineering - Plumbing Plan	17,663.79
1430-03 · Engineering Fees-ROW	11,594.69
1430-05 · Engineering - Rate Study	50,760.00
1430-06 · DPR Study	59,880.00
1430-07 · Alignment Study	261,120.80
1430-08 · Prelim Engineering-Well Field	65,586.00
1430-09 · GCUWCD Monitoring Wells	129,175.39
1430-10 · 2017 SWIFT Funding Apps	23,107.96
1430-11 · Blanco Basin WW	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	59,368.12
Total 1430 · Projects in Progress Eng (Cash)	842,897.89
1440 · Projects in Prog Eng. (Finance)	
1440-01 · Engineering-Phase 1A Pipeline	540,838.84
1440-02 · Engineering-Phase 1A Pump Stat	748,167.89
1440-03 · Engineering-ROW Acquisition	409,590.45
1440-04 · Phase 1A Const Observation	833,266.16
1440-05 · Phase 1A-Construction Trailer	57,165.62
1440-06 · Phase 1A Segment A Construction	1,734,150.32
1440-07 · Phase 1A BPS Construction	5,142,172.37
1440-08 · Phase 1A Segment B Construction	3,792,317.60
1440-15 · Land Acquisition Phase 1B	10,998,359.74
1440-16 · Phase 1B-Owners Rep	8,337,971.60
1440-17 · Phase 1B Environmental	2,654,722.26
1440-18 · Phase 1B Segment A Design	2,656,635.09
1440-19 · Phase 1B Segment B Design	2,520,427.02
1440-20 · Phase 1B Segment C Design	3,186,850.09
1440-21 · Phase 1B Segment D Design	2,181,565.49
1440-22 · Phase 1B Segment E Design	1,730,048.72
1440-23 · Phase 1B Land Attorney	779,829.21
1440-24 · Phase 1B Hydrogeology	464,023.15
1440-25 · Phase 1B WTP Design	4,608,492.76
1440-26 · Raw Water Infr.	1,467,352.00
1440-27 · Phase 1B Program Survey	2,959,372.50
1440-28 · Phase 1B BPS Design	2,517,014.94
1440-29 · GVEC Construction-in-Aid	1,740,143.30
1440-30 · Phase 1B Inline Tanks	101,537.93
1440-31 · Construction Mgmt & Inspection	389,117.09
1440-32 · Phase 1B Construction ARWA Only	1,854,875.00
Total 1440 · Projects in Prog Eng. (Finance)	64,406,007.14
1447 · Land & Easements	943,215.70
1448 · Capitalized Interest	
1448-51 · Cap Interest, CRWA Series 2015A	152,369.03
1448-52 · Cap Interest, Kyle Series 2015B	222,143.28
1448-53 · Cap Interest, CRWA Series 2017A	127,269.80
1448-54 · Cap Interest, Kyle Series 2017B	116,100.88
1448-55 · Cap Interest, SM Series 2017C	65,904.35
1448-56 · Cap Interest, Buda Series 2017D	9,576.21
Total 1448 · Capitalized Interest	693,363.55
Total Fixed Assets	69,709,734.62
Other Assets	
1900 · Deferred Outflow	20,688.14
Total Other Assets	20,688.14
TOTAL ASSETS	275,388,519.56

Alliance Regional Water Authority

Balance Sheet

09/15/21

As of August 31, 2021

Accrual Basis

	Aug 31, 21
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	477,362.91
Total Accounts Payable	477,362.91
Credit Cards	
2006 · Chase Bank VISA Card	2,820.85
Total Credit Cards	2,820.85
Other Current Liabilities	
2102 · 401(a) Liability	3,011.20
2103 · Net Pension Liability	-2,332.00
2104 · Pension Deferred Inflows	1,479.00
2106 · Accrued Vacation	42,151.49
2300 · Accrued Costs	330,643.18
2350 · Accrued Interest Payable	
2351 · Accrued Int Payable, CRWA 2015A	2,460.75
2352 · Accrued Int Payable, Kyle 2015B	3,538.69
2353 · Accrued Int Payable, CRWA 2017A	9,625.73
2354 · Accrued Int Payable, Kyle 2017B	8,778.81
2355 · Accrued Int Payable, SM 2017C	7,051.33
2356 · Accrued Int Payable, Buda 2017D	1,002.25
2357 · Accrued Int Payable, CRWA 2019A	22,497.10
2358 · Accrued Int Payable, Kyle 2019B	20,526.94
2359 · Accrued Int Payable, SM 2019C	16,659.63
2360 · Accrued Int Payable, Buda 2019D	2,363.21
2361 · Accrued Int Payable, CRWA 2020A	25,765.40
2362 · Accrued Int Payable, Kyle 2020B	23,495.44
2363 · Accrued Int Payable, SM 2020C	16,429.60
2364 · Accrued Int Payable, Buda 2020D	2,326.75
Total 2350 · Accrued Interest Payable	162,521.63
Total Other Current Liabilities	537,474.50
Total Current Liabilities	1,017,658.26
Long Term Liabilities	
2501 · Bond Payable, CRWA Series 2015A	3,030,000.00
2502 · Bond Payable, Kyle Series 2015B	3,075,000.00
2503 · Bond Payable, CRWA Series 2017A	9,075,000.00
2504 · Bond Payable, Kyle Series 2017B	8,275,000.00
2505 · Bond Payable, SM Series 2017C	9,815,000.00
2506 · Bond Payable, Buda Series 2017D	1,395,000.00
2507 · Bond Payable, CRWA Series 2019A	25,790,000.00
2508 · Bond Payable, Kyle Series 2019B	23,525,000.00
2509 · Bond Payable, SM Series 2019C	29,315,000.00
2510 · Bond Payable, Buda Series 2019D	4,160,000.00
2511 · Bond Payable, CRWA Series 2020A	37,865,000.00
2512 · Bond Payable, Kyle Series 2020B	34,530,000.00
2513 · Bond Payable, SM Series 2020C	43,955,000.00
2514 · Bond Payable, Buda Series 2020D	6,225,000.00
Total Long Term Liabilities	240,030,000.00
Total Liabilities	241,047,658.26

Alliance Regional Water Authority

Balance Sheet

As of August 31, 2021

	<u>Aug 31, 21</u>
Equity	
2925 · Net Investment in Capital Asset	19,754,427.98
2950 · Retained Earnings	6,088,578.07
Net Income	8,497,855.25
Total Equity	<u>34,340,861.30</u>
TOTAL LIABILITIES & EQUITY	<u><u>275,388,519.56</u></u>

Alliance Regional Water Authority Profit Loss

For the One Month and Eleven Months Ended August 31, 2021

	<u>August 2021</u>	<u>October 2020 August 2021</u>
Ordinary Income/Expense		
Income		
4010 · Project Contribution		
4011 · City of San Marcos	1,460,935.59	3,525,881.35
4012 · City of Kyle	1,538,368.76	2,962,883.70
4013 · City of Buda	122,305.58	494,123.20
4014 · Canyon Regional Water Authority	0.00	3,301,252.86
4015 · GBRA	718,139.72	4,974,829.26
Total 4010 · Project Contribution	3,839,749.65	15,258,970.37
4200 · Shared Water		
4210 · Shared Water, City of Buda	71,674.00	358,663.96
4211 · Shared Water, County Line SUD	0.00	15,490.00
Total 4200 · Shared Water	71,674.00	374,153.96
4250 · Non Potable Water Sales	0.00	35,159.96
4300 · Broadway Interest Income		
4311 · City of San Marcos	81.03	732.38
4312 · City of Kyle	66.41	615.89
4313 · City of Buda	17.99	74.44
4314 · Canyon Regional Water Authority	89.07	762.37
Total 4300 · Broadway Interest Income	254.50	2,185.08
4350 · Escrow Accounts Income		
4351 · BOKF, CRWA Series 2015A	5.21	58.89
4352 · BOKF, Kyle Series 2015B	3.45	39.00
4353 · BOKF, CRWA Series 2017A	4.69	208.88
4354 · BOKF, Kyle Series 2017B	4.22	189.85
4355 · BOKF, SM Series 2017C	5.97	248.44
4356 · BOKF, Buda Series 2017D	0.67	32.56
4357 · BOKF, CRWA Series 2019A	383.72	4,468.75
4358 · BOKF, Kyle Series 2019B	349.94	4,075.30
4359 · BOKF, SM Series 2019C	446.00	5,193.86
4360 · BOKF, Buda Series 2019D	61.97	722.00
4361 · BOKF, CRWA Series 2020A	452.44	3,860.41
4362 · BOKF, CRWA Series 2020A-LM67	129.90	1,108.37
4363 · BOKF, Kyle Series 2020B	412.57	3,633.62
4364 · BOKF, Kyle Series 2020B-LM68	118.38	896.74
4365 · BOKF, SM Series 2020C	525.74	4,630.21
4366 · BOKF, SM Series 2020C-LM69	150.76	1,142.02
4367 · BOKF, Buda Series 2020D	72.95	642.77
4368 · BOKF, Buda Series 2020D-LM70	21.25	160.97
Total 4350 · Escrow Accounts Income	3,149.83	31,312.64
4370 · TexStar Interest Income		
4371 · City of San Marcos	1.76	450.48
4372 · City of Kyle	1.39	353.89
4373 · City of Buda	0.25	63.80
4374 · Canyon Regional Water Authority	1.52	388.05
Total 4370 · TexStar Interest Income	4.92	1,256.22
Total Income	3,914,832.90	15,703,038.23

Alliance Regional Water Authority Profit Loss

For the One Month and Eleven Months Ended August 31, 2021

	<u>August 2021</u>	<u>October 2020 August 2021</u>
Expenses		
6000 · Groundwater Reservation Costs	64,442.16	1,162,133.51
6010 · Shared Water Costs		
6015 · Shared Water, City of Kyle	24,007.95	237,339.52
6020 · Shared Water, City of San Marcos	21,710.00	163,185.96
Total 6010 · Shared Water Costs	45,717.95	400,525.48
6200 · Plant Operations & Maintenance	21,525.14	34,422.91
7125 · Auditing fees	0.00	10,930.00
7210 · Bank Fees	232.14	3,248.09
7220 · Escrow and Paying Agent Fees	2,079.80	5,229.80
7240 · Bond Issue Costs		
7240-11 · Bond Issue Costs - CRWA 2020A	0.00	454,591.00
7240-12 · Bond Issue Costs - Kyle 2020B	0.00	420,161.00
7240-13 · Bond Issue Costs - SM 2020C	0.00	495,311.00
7240-14 · Bond Issue Costs - Buda 2020D	0.00	175,518.61
Total 7240 · Bond Issue Costs	0.00	1,545,581.61
7250 · Interest Expense		
7250-51 · Interest Expense - CRWA 2015A	5,001.44	55,815.62
7250-52 · Interest Expense - Kyle 2015B	7,125.66	78,865.25
7250-53 · Interest Expense - CRWA 2017A	19,357.45	213,992.04
7250-54 · Interest Expense - Kyle 2017B	17,653.65	195,149.88
7250-55 · Interest Expense - SM 2017C	14,281.45	158,883.09
7250-56 · Interest Expense - Buda 2017D	2,030.50	22,595.50
7250-57 · Interest Expense - CRWA 2019A	45,308.75	501,540.80
7250-58 · Interest Expense - Kyle 2019B	41,340.78	457,617.01
7250-59 · Interest Expense - SM 2019C	33,838.95	377,426.49
7250-60 · Interest Expense - Buda 2019D	4,799.90	53,534.08
7250-61 · Interest Expense - CRWA 2020A	51,053.64	480,954.06
7250-62 · Interest Expense - Kyle 2020B	46,555.72	438,581.50
7250-63 · Interest Expense - SM 2020C	32,554.99	306,685.94
7250-64 · Interest Expense - Buda 2020D	4,610.45	41,149.01
Total 7250 · Interest Expense	325,513.33	3,382,790.27
7325 · Dues	0.00	7,655.00
7350 · Insurance - Liability, E&O	0.00	2,422.98
7400 · Legal Fees	6,936.00	74,767.89
7410 · Newspaper Public Notices	0.00	3,556.37
7425 · Contract Services-Lobbyist	6,000.00	66,000.00
7430 · Agency Mgmt Public Relations	501.67	35,922.19
7440 · Region L Contributions	0.00	484.53
7450 · Permit & Fees	0.00	74,454.43
7500 · Supplies	1,602.18	15,804.60
7600 · Telephone, Telecommunications	0.00	1,083.33
7700 · Travel, Conferences & Meetings	133.96	1,088.64

Alliance Regional Water Authority Profit Loss

For the One Month and Eleven Months Ended August 31, 2021

	<u>August 2021</u>	<u>October 2020 August 2021</u>
7800 · Employee Expenses		
7810 · Salaries and wages	24,298.30	292,535.60
7820 · Auto Allowance	969.24	11,630.88
7821 · Phone Allowance	207.70	2,492.40
7830 · Payroll taxes	1,917.14	21,281.94
7840 · Employee Insurance	2,507.04	27,051.63
7850 · Retirement	1,737.42	20,965.15
7860 · Licenses & Permits	0.00	1,123.75
Total 7800 · Employee Expenses	31,636.84	377,081.35
Total Expenses	506,321.17	7,205,182.98
Net Ordinary Income	3,408,511.73	8,497,855.25
Net Income	3,408,511.73	8,497,855.25

**Alliance Regional Water Authority
Chase VISA Credit Card Transactions
August 31, 2021**

Type	Date	Name	Split	Amount	Balance
2006 - Chase Bank VISA Card					4,709.88
Credit Card Charge	07/25/2021	Adobo Acropro	7500 · Supplies	16.99	4,726.87
Credit Card Charge	07/26/2021	Squarespace Inc	7500 · Supplies	28.15	4,755.02
Credit Card Charge	07/26/2021	Home Depot	7500 · Supplies	17.51	4,772.53
Credit Card Charge	07/28/2021	Verizon	7600 · Telephone, Telecom...	126.35	4,898.88
Credit Card Charge	07/28/2021	Training	7860 · Licenses & Permits	60.00	4,958.88
Credit Card Charge	07/29/2021	USPS	7500 · Supplies	50.00	5,008.88
Credit Card Charge	07/29/2021	Office Depot	7500 · Supplies	157.46	5,166.34
Credit Card Charge	07/31/2021	Logan's	7700 · Travel, Conferences ...	52.32	5,218.66
Credit Card Charge	08/01/2021	Stamps Com	7500 · Supplies	18.17	5,236.83
Credit Card Charge	08/02/2021	Pedernales Electric	6200 · Plant Operations & M...	148.40	5,385.23
Credit Card Charge	08/05/2021	UPS Store	7500 · Supplies	6.00	5,391.23
Credit Card Charge	08/06/2021	UPS Store	7500 · Supplies	6.00	5,397.23
Credit Card Charge	08/09/2021	United Site Service	1440-05 · Phase 1A-Constru...	255.65	5,652.88
Credit Card Charge	08/09/2021	Zoom.US	7500 · Supplies	31.99	5,684.87
Credit Card Charge	08/10/2021	Rackspace	7500 · Supplies	232.00	5,916.87
Credit Card Charge	08/12/2021	UPS Store	7500 · Supplies	6.00	5,922.87
Credit Card Credit	08/12/2021	Zoom.US	7500 · Supplies	-2.01	5,920.86
Credit Card Charge	08/12/2021	Chisholm Trail BBQ	7700 · Travel, Conferences ...	27.60	5,948.46
Credit Card Charge	08/13/2021	Home Depot	7500 · Supplies	28.62	5,977.08
Credit Card Charge	08/15/2021	American Water Works Assn.	7500 · Supplies	231.00	6,208.08
Credit Card Charge	08/16/2021	Rackspace	7500 · Supplies	117.21	6,325.29
Credit Card Charge	08/16/2021	Office Depot	7500 · Supplies	18.26	6,343.55
Check	08/17/2021	Chase	1005 · Broadway Checking (...)	-4,707.87	1,635.68
Credit Card Charge	08/17/2021	UPS Store	7500 · Supplies	24.00	1,659.68
Credit Card Charge	08/18/2021	Peerless Events & Tents	7430 · Agency Mgmt Public ...	102.92	1,762.60
Credit Card Charge	08/19/2021	Fedex	7500 · Supplies	23.63	1,786.23
Credit Card Charge	08/20/2021	Fedex	7500 · Supplies	28.23	1,814.46
Credit Card Charge	08/20/2021	UPS Store	7500 · Supplies	48.00	1,862.46
Credit Card Charge	08/20/2021	Grainger	7500 · Supplies	15.10	1,877.56
Credit Card Charge	08/21/2021	Walmart	7500 · Supplies	291.19	2,168.75
Credit Card Credit	08/23/2021	Peerless Events & Tents	7430 · Agency Mgmt Public ...	-5.14	2,163.61
Credit Card Credit	08/23/2021	Peerless Events & Tents	7430 · Agency Mgmt Public ...	-30.86	2,132.75
Credit Card Charge	08/23/2021	Heitmillers Steakhouse	7700 · Travel, Conferences ...	106.36	2,239.11
Credit Card Charge	08/24/2021	Solve Networks	7500 · Supplies	205.00	2,444.11
Credit Card Charge	08/24/2021	Top Gunn Equipment	6200 · Plant Operations & M...	376.74	2,820.85
Total 2006 - Chase Bank VISA Card				-1,889.03	2,820.85
TOTAL				-1,889.03	2,820.85

- D.4** Consider adoption of Resolution 2021-09-22-001 approving an easement with Bluebonnet Electric Cooperative, Inc. on the Authority's Phase 1B Booster Pump Station property and authorizing the Executive Director to execute all easement documents. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

As a condition of providing electrical service to the Maxwell BPS property, the Bluebonnet Electric Cooperative, Inc. (BBEC) requires the dedication of a utility easement to accommodate the power poles and lines to the property. The attached resolution would approve the utility easement and authorize the Executive Director to execute all required easement documents.

Attachment(s)

- Resolution 2021-09-22-001
- Utility Easement with BBEC

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-001 approving a utility easement with BBEC on the Authority's Maxwell Booster Pump Station property and authorizing the Executive Director to execute all easement documents.



ALLIANCE WATER

RESOLUTION NO. 20210922-001

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING AN EASEMENT WITH THE BLUEBONNET ELECTRIC COOPERATIVE, INC. ON THE AUTHORITY’S PHASE 1B BOOSTER PUMP STATION PROPERTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL EASEMENT DOCUMENTS; AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the “Authority”) is constructing a new booster pump station on property that it owns on State Highway 142 near Maxwell, Texas.
2. Bluebonnet Electric Cooperative, Inc. (BBEC) requires a utility easement for its electrical distribution system as a condition of providing service to a property.
3. The Authority desires to approve the utility easement with BBEC so that temporary and permanent electrical power can be extended to the booster pump station property.

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

SECTION 1. The Authority’s Executive Director, Graham Moore, is authorized to execute all easement documents on behalf of the Authority in connection with the PEC utility easement.

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

ADOPTED: September 22, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors



EASEMENT

BEC internal use only

MAP REF. # **6908 003**

W.O. # **80635723**

THE STATE OF TEXAS
COUNTY OF **CALDWELL**

The undersigned **Alliance Regional Water Authority** (*print name(s) of Owner(s)*), ("Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **BLUEBONNET ELECTRIC COOPERATIVE, INC.** ("Grantee"), whose post office address is P.O. Box 729, Bastrop, Texas 78602, and its legal representatives, successors and assigns, a non-exclusive, permanent and perpetual easement and right of way (the "Easement") in, upon, below or above Grantor's lands, situated in the County of **Caldwell**, State of Texas, and described as follows (the "Property"):

A tract of land consisting of approximately **49.26 acres** in the **Thomas Maxwell Survey, Abstract 188**, or described in a deed or other instrument recorded in **Deed Number 2018-006688, Deed Date 12/20/2018**, Real Property Records of **Caldwell County, Texas**.

The area of the Easement for **Overhead Electric Facilities** shall be **15 feet on each side of the centerline of the initial line(s) as constructed by Grantee (the "Easement Area")**, and the area of the Easement for **Underground Electric Facilities** shall be **10 feet either side of the initial line(s) as constructed by Grantee (the "Easement Area")**. In addition, Grantee shall have the right to install guy and anchor arrangements inside and/or outside the Easement Area when and where Grantee deems necessary; any area in which such guy and anchor arrangements are installed outside the Easement Area as defined above shall, while such items are in place, be included within the definition of the Easement Area.

Exhibit "A" attached and made part of:

The purpose and scope of this Easement is to place, construct, re-construct, re-phase, operate, maintain, relocate, replace and remove in, upon, below or above the Easement Area an electric distribution line or system, telecommunications systems and equipment, or other services and systems, and its related appurtenances and equipment, and to cut, trim, chemically treat, and/or remove any or all trees, brush, shrubbery or other obstructions within or outside the Easement Area to the extent necessary to keep the Easement Area clear, or which might otherwise endanger or interfere with the efficiency of the lines, including the removal of any dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling even if same are located outside the Easement Area. Non-use of the Easement shall not be deemed an abandonment; the Easement shall only be terminated by written instrument executed by Grantee and recorded in the real property records of the county or counties in which the Easement Area is located. The purpose and scope of this Easement may not be changed, and Easement Area may not be relocated, without Grantee's written consent.

Grantee shall have the right of pedestrian, vehicular, and equipment ingress and egress over the Property, or any other of Grantor's adjacent lands, to and from the Easement Area for the purpose of placing, constructing, re-constructing, re-phasing, operating, maintaining, relocating, replacing and removing said lines and appurtenances, and may make use of such Property or other lands outside the Easement Area as is reasonably necessary for such activities, including the temporary placement and storage of vehicles and equipment.

To have and to hold unto Grantee, its legal representatives, successors and assigns, forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, legal representatives, successors and assigns to warrant and forever defend all and singular the rights herein to Grantee, its legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. This is an easement appurtenant and is a covenant running with the land.

Grantor may not construct or place any structures, devices, or obstacles in or on the Easement Area that may in Grantee's opinion constitute a hazard to the safe and reliable operation of the lines and appurtenances installed in the Easement Area

or in the opinion of Grantee, a danger to Grantor or the general public.

Grantor warrants that Grantor is the legal owner of the Property and the undersigned has authority to grant this Easement and that the Property is free and clear of encumbrances and liens of whatsoever character except those held by the following:

Grantor authorizes any employee, agent or other representative of Grantee to complete any blank spaces pertaining to the Property description above after this Easement has been executed by Grantor.

This written Easement represents the only agreement pertaining to said Easement.

The undersigned has executed this Easement to be effective as of the ____ day of _____, 20__.

(Signature of Grantor or Grantor's Authorized Representative)

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____.

Notary Public, State Of Texas

After recording, please return to:
Bluebonnet Electric Cooperative, Inc.
3198 East Austin Street
Giddings, Texas 78942

EXHIBIT A

THE UNDERSIGNED HAS EXECUTED THIS EXHIBIT 'A' TO BE EFFECTIVE AS OF THE _____ DAY OF _____ 20 ____.

OWNER/AUTHORIZED SIGNATORY _____

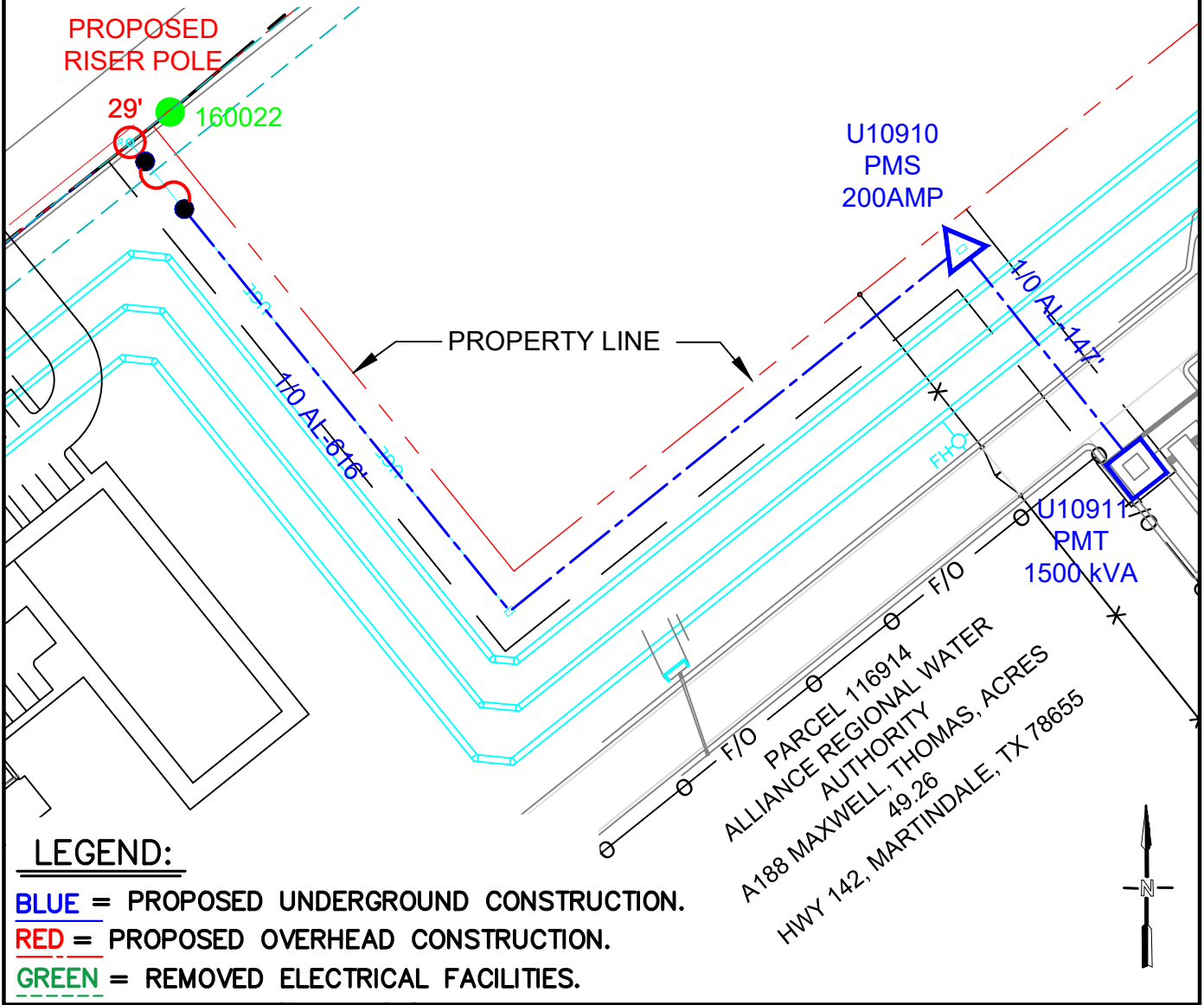
STATE OF TEXAS | COUNTY OF _____

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____

20 ____ BY _____

OWNER/AUTHORIZED SIGNATORY _____

NOTARY PUBLIC, STATE OF TEXAS _____



**BLUEBONNET ELECTRIC COOPERATIVE, INC.
GIDDINGS, TEXAS**

SCALE: NONE DATE: 08-12-2021 CM PROJECT: ARWA 1B BOOSTER PUMP STATION

COUNTY: CALDWELL MAP REF: 6908 003 045 061 W.O.#: 80635723

- D.5** Consider adoption of Resolution 2021-09-22-002 approving Work Order #6 with RW Harden & Associates for general hydrogeological services through September 30, 2022, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with RW Harden & Associates for hydrogeological services for the Authority in September 2020. That contract is set to expire on September 30, 2021 unless a new agreement is executed by the Authority.

Attached is a draft work order with RW Harden. The payment terms are the same as in previous years. The Board of Directors and Executive Director were afforded the opportunity to review RW Harden’s work in accordance with the Consultant Review Policy. Below is a graphic representation of the scores for the various categories.

RW Harden & Associates - Hydrogeological Consultant

No. of Reviewers: 4

CRITERIA	RATING													
	Excellent			Satisfactory			Generally Satisfactory			Unsatisfactory			Not Applicable	
Permitting of two new wells within the GCUWCD														
Technical services with GMA-13 activities														
Miscellaneous technical support														
Timeliness and Completeness of Deliverables														
Value														
Others (specify)														
OVERALL PERFORMANCE														

Attachment(s)

- Resolution 2021-09-22-002
- RW Harden Work Order #6 for General Hydrogeological Services.

Administrative Committee Recommendation(s)

- The Administrative Committee unanimously recommended approval of a work order with RW Harden & Associates – they did not review the details of the work order.

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-002 approving a work order with R.W. Harden & Associates, Inc. for hydrogeological services through September 30, 2022.



ALLIANCE WATER

RESOLUTION NO. 20210922-002

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE RENEWAL OF AN AGREEMENT WITH R. W. HARDEN & ASSOCIATES, INC. TO PROVIDE HYDROGEOLOGICAL CONSULTING SERVICES, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Hays Caldwell Public Utility Agency, the predecessor to the Alliance Regional Water Authority (the "Authority"), entered into an agreement with R.W. Harden & Associates, Inc. for hydrogeological consulting services in June 2009. The Agreement was renewed with approval by the Hays Caldwell Public Utility Agency Board in each September from 2010 through 2016 and was renewed by the Authority's Board in September 2017, 2018, 2019 and 2020.

2. The Authority is in need of continued hydrogeological consulting services for Fiscal Year 2021-22.

3. The Authority Administrative Committee, at its meeting on September 16, 2021, recommended that the Authority enter into a work order with R.W. Harden & Associates, Inc. for a one-year period from October 1, 2021 through September 30, 2022 pursuant to the terms of the master agreement between the Authority and RW Harden & Associates, Inc.

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

SECTION 1. The attached work order for services of R. W. Harden & Associates, Inc. is approved.

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

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

ADOPTED: September 22, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

EXHIBIT A

R.W. HARDEN & ASSOCIATES, INC.

SCOPE OF WORK FOR PROFESSIONAL SERVICES TO BE PERFORMED IN CONNECTION WITH DEVELOPMENT OF GROUNDWATER SUPPLIES

R.W. Harden & Associates, Inc. (RWH&A) is providing herein a Scope of Work and estimated professional services costs associated with hydrogeologic services performed for the Alliance Regional Water Authority (ARWA). Within this document, the term “Client” refers to ARWA. Specifically, RWH&A will provide services requested by the Client (or authorized representative) associated with development of groundwater supplies in Central Texas.

Specific work products to be provided by RWH&A under this contract include:

- 1) **Technical services associated with GMA-13 activities** – The member districts of Groundwater Management Area No. 13 (GMA-13) are currently updating the “Desired Future Conditions” (DFCs) for the aquifers in southern Texas. RWH&A will attend GMA-13 meetings and provide technical evaluation(s) of the modeling files generated by GMA-13’s hydrogeologic consultants and provide input during potential, upcoming challenges to the proposed DFCs.
- 2) **Groundwater Conservation District Support** – Currently, ARWA holds production and transport permits issued by the Gonzales County Underground Water Conservation District (GCUWCD) and the Plum Creek Conservation District (PCCD). RWH&A will review any proposed GCD rule/policy changes and provide technical support during future rulemaking processes.
- 3) **Miscellaneous Technical Support** – It is anticipated that the Client may wish to explore additional development options as this project progresses. As part of this process, RWH&A will provide technical support to the Client as requested to evaluate the physical and/or regulatory impacts of various development scenarios. Specific tasks to be performed by RWH&A will be determined by the Client, but may include: attendance of planning meetings, groundwater modeling, or other technical analyses.

The total estimated budget for these work products is \$30,000; however, it should be noted that the specific tasks to be performed by RWH&A are yet to be determined and more or less work could be performed (as authorized by the Client). The costs include only RWH&A professional engineering services and expenses. We work on projects of this nature in accordance with the actual man-hours involved plus direct out-of-pocket expenses in accordance with the contract and fee schedule (Exhibit B).

D.6 Consider adoption of Resolution 2021-09-22-003 approving an agreement for public relations services with Concept Development & Planning, LLC through September 30, 2022, as recommended by the Administrative Committee. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with Concept Development & Planning, LLC (CD&P) for public relations services for the Authority in June 2020 after issuing a request for proposals. That contract is set to expire on September 30, 2021 unless a new agreement is executed by the Authority.

Attached is a draft work order with CD&P. The terms are the same as the original agreement. The Board of Directors and Executive Director were afforded the opportunity to review CD&P's work in accordance with the Consultant Review Policy. Below is a graphic representation of the scores for the various categories.

CD&P, LLC - Public Relations

No. of Reviewers: 4

CRITERIA	RATING														
	Excellent			Satisfactory			Generally Satisfactory			Unsatisfactory			Not Applicable		
Development of Messaging & Materials for the Authority				■	■	■									
Maintenance of Website Content			■	■	■										
Social Media Outreach			■	■	■										
Media Relations (i.e. press releases)				■	■	■									
Support at Public Meetings			■	■	■										
Timeliness and Completeness of Deliverables				■	■	■									
Value				■	■	■									
Others (specify)															
OVERALL PERFORMANCE				■	■	■									

Attachment(s)

- Resolution 2021-09-22-003
- CD&P Agreement for Public Relations Services.

Administrative Committee Recommendation(s)

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

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-003 approving an agreement with CD&P for public relations services through September 30, 2022.



ALLIANCE WATER

RESOLUTION NO. 20210922-003

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE RENEWAL OF AN AGREEMENT WITH CONCEPT DEVELOPMENT AND PLANNING, INC. FOR PUBLIC RELATIONS SERVICES, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Authority"), entered into an agreement with Concept Development & Planning, Inc. ("CD&P") for public relations services in June 2020 after conducting a request for proposals.
2. The Authority is in need of continued public relations services for Fiscal Year 2021-22.
3. The Authority's Administrative Committee, at its meeting on September 16, 2021, recommended that the Authority renew an agreement with CD&P for a one-year period from October 1, 2021 through September 30, 2022.

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

SECTION 1. The attached agreement between the Authority and CD&P is approved.

SECTION 2. The Authority's Chair, Chris Betz, is authorized to execute the attached agreement on behalf of the Authority.

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

ADOPTED: September 22, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

PUBLIC RELATIONS CONSULTING SERVICES AGREEMENT

This Public Relations Consulting Services Agreement ("Agreement") between Concept Development & Planning, LLC, a limited liability company organized and existing under the laws of the State of Texas, (hereinafter "Firm"), with its principal place of business at 2233 W North Loop, Austin, TX 78756, and Alliance Regional Water Authority, a political subdivision of the State of Texas (hereinafter "Client")(collectively, "Parties" and, individually, "Party" depending upon the context), sets forth the terms and conditions pursuant to which Firm will provide Client with certain services.

Alliance Regional Water Authority (Client) hereby requests and authorizes Concept Development & Planning, LLP (CD&P) (Firm) to perform the following services:

SCOPE

Firm agrees to provide Client with public relations services designed to raise awareness and profile among stakeholders (the "Services"). The Firm will coordinate regularly with the Client to identify areas of focus, define specific deliverables, share status updates, and budget updates.

COMPENSATION

Compensation to be on an hourly fee and material (expense) basis with a Not-to-Exceed Fee of \$50,000 for the second term.

Hourly Rates through September 30, 2022

Position	Rate
Project Manager	\$175
Principal/Director	\$200
Engagement Manager	\$130
Creative Director	\$150
Specialist	\$125
Coordinator	\$75

*Firm reserves the right to negotiate rates with future extensions this Agreement.

AGREEMENT PROVISIONS

Services covered by this Agreement shall be performed in accordance with the following provisions.

Authorization to Proceed

Signing this form shall be construed as authorization by Client for Firm to proceed with the work.

Term

This Agreement will have an initial term commencing as of the date of the last Party's execution and ending on September 30, 2022 unless terminated earlier as set out herein. The Client reserves the right to extend this Agreement, by mutual agreement of both parties.

Modifications

The Agreement can be modified or amended only by a writing signed by both parties.

Additional Services

Services that exceed those specified in Scope will be provided by Firm if authorized in writing by Client. Additional services will be paid for by Client as negotiated.

Quality Standards

The Firm warrants and represents that all services to be provided under the Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

Payment to Firm

Invoices will be submitted no more frequently than monthly by Firm for all work performed under the terms of the agreement, together with appropriate supporting documentation. Invoices will be submitted on or around the first of the month due net 30 days.

Any expense of \$150 or greater must be authorized in advance by the Client in order to guarantee reimbursement. The Firm shall pass through all Subcontract and other authorized expenses at actual cost without markup. Incidental expenses such as tip/gratuities and liquor/alcohol shall not be reimbursed by Client.

Should Client provide a tax exemption certificate, Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

Access to Records

Firm agrees that the Client shall have access to directly pertinent project files and documents that Firm creates or receives during its performance of the Services (to be provided electronically) upon request by the Client. Firm controls, owns and will maintain electronic copies of all these project files and associated documents for one year after the expiration of this Agreement, after which Firm may destroy these project files and documents.

Confidentiality

In order to provide services, the Firm and Client may require access to confidential information of each Party and/or its licensors (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which parties or its licensors consider confidential) (collectively, "Confidential Information"). Firm and Client acknowledge and agree that the Confidential Information is the valuable property of the Party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure either Party and/or its licensors. The Firm and Client (including its employees, subcontractors, agents, or representatives) agree that they will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other Party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided either Party promptly notifies the other Party before disclosing such information so as to permit reasonable time to seek an appropriate protective order or objection with the Attorney General of Texas. The Firm and Client agree to use protective measures no less stringent than used within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Insurance

The Firm will carry insurance in the types and amounts attached hereto for the duration of the Agreement, including extension options and hold over periods.

Limitation of Liability

Firm's liability to the Client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

Termination

Either Client or Firm may terminate this Agreement by giving 30 days' written notice to the other Party. In such event Client shall forthwith pay Firm in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

Legal Remedies

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

Approved for
Alliance Regional Water Authority

Accepted for
Concept Development & Planning, LLC

By: _____

By:  _____

Title:

Title: President

Date:

Date: September 16, 2021

D.7 Consider adoption of Resolution 2021-09-22-004 approving an agreement for general counsel legal services with Lloyd Gosselink Rochelle and Townsend, P.C. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Authority Board signed an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. (LG) for general counsel legal services in September 2020. That contract is set to expire on September 30, 2020 unless a new agreement is executed by the Authority.

Attached is the draft agreement with LG. The scope of services are generally the same as the previous agreement with rates adjusted for the current year.

The Board and the Executive Director provided a review of LG’s work in accordance with the Consultant Review Policy. Below is a graphic representation of the cumulative scores for the various categories, followed by some of the comments from the reviews.

Lloyd Gosselink - General Legal Counsel

No. of Reviewers: 6

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

Attachment(s)

- Resolution 2021-09-22-004
- Lloyd Gosselink Agreement

Administrative Committee Recommendation(s)

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

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-004 approving an agreement with Lloyd Gosselink for general counsel legal services through September 30, 2022 as recommended by the Administrative Committee.



ALLIANCE WATER

RESOLUTION NO. 20210922-004

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

RECITALS:

1. The Alliance Regional Water Authority (the "Authority"), entered into an agreement with Lloyd Gosselink Rochelle and Townsend, P.C. ("Lloyd Gosselink") for general counsel legal services in November 2019 after conducting a request for proposals. The Agreement was renewed with approval by the Authority's Board in each September 2020.

2. The Authority is in need of continued general counsel legal services for Fiscal Year 2021-22.

3. The Authority's Administrative Committee, at its meeting on September 16, 2021, recommended that the Authority renew an agreement with Lloyd Gosselink for a one-year period from October 1, 2021 through September 30, 2022.

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

SECTION 1. The attached agreement between the Authority and Lloyd Gosselink is approved.

SECTION 2. The Authority's Chair, Chris Betz, is authorized to execute the attached agreement on behalf of the Authority.

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

ADOPTED: September 22, 2021

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

September 14, 2021

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

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

Dear Mr. Moore:

We appreciate the confidence you have shown in us by recently extending our firm's engagement to provide general counsel legal services beginning in the new fiscal year, on October 1, 2021. The purpose of this letter is to set forth our understanding of the legal services to be performed by us. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will provide general counsel legal services (the "Services") to Alliance Regional Water Authority ("Alliance Water"). Furthermore, this letter is our notice to you regarding our acceptance of this engagement for the Services.

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

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

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

Our acceptance of this engagement for the Services is effective October 1, 2021.

Terms of Engagement

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

Personnel Who Will Be Working on the Matter

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

Legal Fees and Other Charges

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

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, **although we will make every effort to manage fees and costs by working efficiently and cost effectively and in coordination with the Client.** My time is billed at the rate of \$320 per hour. With your approval, other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual.

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

Conflicts of Interest

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

Cloud-Based Software

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

Document Retention

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

Conclusion

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

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Gershon". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael A. Gershon

AGREED AND ACCEPTED:

ALLIANCE REGIONAL WATER AUTHORITY

By: _____
Graham Moore, P.E., Executive Director

Date

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 9/8 meeting:

- Received an update on the Phase 1B program (Item H.2).
- Received a presentation on the possible addition of a solar array at the Water Treatment Plant project. Due to the extra capital cost of approximately \$10 million and 9-year payback timeframe, the Committee suggested the array not be considered further at this time.
- Continued with evaluation of the Considerations for Operations of the Authority's Water System.
- Received an update on the 87th legislative session (Item H.8).
- Received an update on area water meetings (Item F.2).

Board Decision(s) Needed:

- None.

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

Gonzales County Underground Water Conservation District (GCUWCD)

The GCUWCD met on September 14 – they set their effective tax rate for the next year and adopted all budgets for the District.

Plum Creek Conservation District (PCCD)

The PCCD is scheduled to meet on September 21st. On the agenda is the Authority's request to obtain an easement across a portion of Site #34's easement and discussion and possible action regarding the Authority's request to amend the production schedule for the Authority's wells within the PCCD.

Groundwater Management Area 13

No update.

Region L Planning Group

Region L is scheduled to meet on September 21st to receive presentations from the two firms vying to be the technical consultant for the region.

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

No update.

Board Decision(s) Needed:

- None.

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

EXECUTIVE DIRECTOR

Log and Calendar of Events

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

**Executive Director
Log of Activities**

August						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>1-Aug</i>	<i>2-Aug</i>	<i>3-Aug</i>	<i>4-Aug</i>	<i>5-Aug</i>	<i>6-Aug</i>	<i>7-Aug</i>
	Weekly ROW Meeting	Phase 1B Monthly Meeting	Mtg w/ LAN to discuss costs and future planning	Region L Meeting	Call w/ Gershon	
		ACEA Virtual Symposium	Mtg w/ Buda and GBRA regarding future water	Weekly ROW Coordination call	Catchup meeting with Texas Solutions Group	
		BPS and Segment A bid openings			Tech Committee packet	
<i>8-Aug</i>	<i>9-Aug</i>	<i>10-Aug</i>	<i>11-Aug</i>	<i>12-Aug</i>	<i>13-Aug</i>	<i>14-Aug</i>
	Weekly ROW Meeting	WTP Construction mtg	Blanco Basin WWTP Kickoff mtg	Weekly ROW Coordination call	Evaluation of Seg A and BPS Proposals	
	CRWA Board Mtg	Mtg w/ Blanton	Waterstone development mtg	Future Ops Planning mtg		
		PR check-in mtg				
		GCUWCD Board mtg				
<i>15-Aug</i>	<i>16-Aug</i>	<i>17-Aug</i>	<i>18-Aug</i>	<i>19-Aug</i>	<i>20-Aug</i>	<i>21-Aug</i>
	Proposal evaluation mtg	Walton/ARWA upate	Mtg w/ Jacobs	WTP Groundbreaking	PAC mtg	
	CRWA Budget workshop	Lunch with BGE	Board agenda prep	Zoom test call	Tech Cmte mtg	
	Weekly ROW Meeting	Discuss alternative financing options		Weekly ROW Coordination call	Board packet prep	
	WTP Groundbreaking planning					
<i>22-Aug</i>	<i>23-Aug</i>	<i>24-Aug</i>	<i>25-Aug</i>	<i>26-Aug</i>	<i>27-Aug</i>	<i>28-Aug</i>
	Drive to Spiralweld plant tour	WTP construction mtg	CRWA Board of Managers mtg	Get documents signed	Discuss LA issues	
			ARWA interlocal with SM mtg	Filing	Touch base with CD&P	
			ARWA Board Mtg		Prep for negotiations on Seg A	
<i>29-Aug</i>	<i>30-Aug</i>	<i>31-Aug</i>				
	Weekly ROW Meeting	Lunch with Joan Wilkinson				
	Land acquisition mtg	Ops Pros/Cons discussion				

September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1 8:00am ARWA Segment A Negotiations 10:00am GoToWebinar - TBPELS-Professional 1:00pm ARWA1B - Program Schedule	2 11:00am ARWA1B Weekly ROW Call 1:30pm ARWA Fiber Optic Installation 3:00pm GBRA Strategic 4:00pm ARWA Plumb	3 11:00am Interview - tthompson@commun 1:00pm ARWA1B - Segment A 1:30pm ARWA Phase 1B SCADA Program	4
5	6 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	7 9:00am Alliance Water - Monthly Check-in (Microsoft Teams) 2:30pm ARWA1BSC UPRR/Kohler's Crossing	8 3:00pm Technical Committee Meeting (https://zoom.us/j/96846662936?pwd=cHJxZ1JMQXE1K0tCWnh1c3dieWhRQT09) -	9 9:00am ARWA - Segment A Proposal Review (Microsoft 11:30am AWWA - Senate Bill 3 Requirements	10 10:00am GBC Meeting (GBRA Annex) - Ryan 10:00am ARWA1BWTP - 1:30pm ARWA1B 3:00pm Wolf Run Road - 3:00pm ARWA SCADA	11
12	13 1:30pm ARWA Phase 1B Weekly Progress 4:00pm ARWA Special Board Meeting 6:00pm CRWA Board Meeting (CRWA	14 8:00am ARWA1BWTP - 10:00am Nurse Watkins 11:00am ARWA - 1:00pm September 2021 1:30pm ARWA (City Hall 5:30pm GCUWCD Board	15 10:00am Operations Discussion (1A Trailer) - Graham Moore	16 11:00am ARWA1B Weekly ROW Call (Microsoft Teams) 1:30pm MEET TO DISCUSS CONSULTANT EVALS	17 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore 9:30am GMA-13 Meeting (TBD)	18
19	20 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	21 11:00am Jason - Annual Performance Review 1:00pm PCCD Meeting (Lockhart, Texas, 3:30pm Alliance Water Check-in	22 10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (https://zoom.us/j/98)	23 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, 6:30pm CCSUD Board Meeting (Virtual?)	24	25
26	27 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	28	29	30 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa, Ryan	Oct 1	2

October 2021

October 2021							November 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 26	27	28	29	30	Oct 1	2
3	4 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	5 9:00am Alliance Water - Monthly Check-in 3:30pm Alliance Water Check-in	6	7 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa,	8 PTO 7:00am Water for People Event (Hill) 10:30am GBC Quarterly	9
10	11 PTO 1:30pm ARWA Phase 1B Weekly Progress 6:00pm CRWA Board	12 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	13 3:00pm Technical Committee Meeting (TBD)	14 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa,	15 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	16
17	18 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	19 1:00pm PCCD Meeting (Lockhart, Texas, 3:30pm Alliance Water Check-in	20	21 Region L Staff Work Group (SARA) 10:00am Region L Staff 11:00am ARWA1B	22	23
24	25 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	26	27 10:00am CRWA Board of Managers Meeting 3:00pm ARWA Board Meeting (TBD)	28 11:00am ARWA1B Weekly ROW Call (Microsoft Teams Meeting) - Sowa,	29 9:30am Governor's Council Reception (ARS (2309 Panther Trail)) - Katie	30
31	Nov 1	2	3	4	5	6

November 2021

November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6			1	2	3	4	
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	2 9:00am Alliance Water - Monthly Check-in (Microsoft Teams Meeting) - Cobler, Nathan	3	4 9:30am Region L Meeting (SAWS)	5	6
7	8 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - 6:00pm CRWA Board Meeting (CRWA Offices (850 Lakeside	9 5:30pm GCUWCD Board Meeting (GCUWCD Offices)	10 3:00pm Technical Committee Meeting (TBD)	11	12	13
14	15 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	16 1:00pm PCCD Meeting (Lockhart, Texas, United States)	17 10:00am CRWA Board of Managers Meeting (CRWA Offices) 3:00pm ARWA Board Meeting (TBD)	18	19 9:00am Project Advisory Committee Meeting (Virtual Meeting) - Graham Moore	20
21	22 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	23	24	25	26	27
28	29 1:30pm ARWA Phase 1B Weekly Progress Meetings (WEBEX) - Shore, Nichola	30	Dec 1	2	3	4

- H.1** Consider adoption of Resolution 2021-09-22-005 approving Work Order #3 with J.R. Tolles and Associates, LLC for construction management support for the Phase 1B projects. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

The Authority Board signed Work Order #2 with J.R. Tolles and Associates, LLC in September 2020. That contract is set to expire on September 30, 2021 unless a new agreement is executed by the Authority.

Attached is the draft agreement with J.R. Tolles and Associates, LLC for the next year. The scope of services are generally the same as the previous agreement, except with more focus on the Phase 1B projects since the Phase 1A program is complete. The maximum not-to-exceed for the contract over the next year would be \$255,000 and in accordance with the terms and conditions of the master agreement.

A consultant review was not provided for JR Tolles and Associates because he has no direct contact with the Board.

Executive Director Recommendation

- The Executive Director recommends approval of the agreement.

Attachment(s)

- Resolution 2021-09-22-005
- Work Order #23with J.R. Tolles and Associates, Inc.

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-005 approving Work Order #3 with J.R. Tolles and Associates, LLC for construction management support for the Phase 1B projects.



ALLIANCE WATER

RESOLUTION NO. 20210922-005

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A WORK ORDER WITH J.R. TOLLES AND ASSOCIATES, LLC FOR CONSTRUCTION MANAGEMENT SUPPORT FOR PHASE 1B PROJECTS AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Authority"), entered into a Master Agreement with J.R. Tolles & Associates, Inc. ("JRTA") in August 2019 for construction management support. The Authority's Board of Directors entered into a work order with JRTA for fiscal year 2020-21 in September 2020.
2. The Authority is in need of continued construction management services for the Phase 1B Program for Fiscal Year 2021-22.
3. The scope of services and fee for the attached work order was negotiated by the Executive Director on behalf of the Authority. The work order references terms and conditions in the approved Master Agreement between the Authority and JRTA.

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

SECTION 1. The attached Work Order #3 between the Authority and JRTA is approved.

SECTION 2. The Authority's Chair, Chris Betz, is authorized to execute the attached agreement on behalf of the Authority.

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

ADOPTED: September 22, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

J.R. TOLLES & ASSOCIATES, LLC

CONSULTING ENGINEER

September 15, 2021

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

Re: ARWA Phase 1A and 1B 2021-2022 Proposal

Mr. Moore:

J. R. Tolles and Associates, LLC is pleased to present this proposal to the Alliance Regional Water Authority in response to your request. JRTA is uniquely qualified to provide these services, having been involved in the successful completion of the Phase A Booster Pump Station and Phase A pipeline projects. JRTA has knowledge of the overall project infrastructure and has working relationships with the Alliance Water Executive Director and his staff.

FIRM OVERVIEW

J.R. Tolles and Associates, LLC (JRTA) is a local Limited Liability Corporation providing construction observation and owner representation services since 1987. The firm is owned by James R Tolles, Jr, PE. Mr. Tolles began his career in the development consulting industry in 1977 and quickly began managing large development projects in Houston and Austin. In 1987, JR Tolles and Associates was formed to provide construction management and observation services to financial institutions and municipal clients. Over 30 years of construction management consulting has given JRTA the expertise to handle all types of construction projects, including large pipeline, water treatment, booster pump station and office buildings.

In 2017, JRTA began providing construction management and observation services to the Alliance Regional Water Authority (Alliance Water) under the LNV Engineers master contract, on the Phase 1A project.

POINT OF CONTACT

J. R. Tolles and Associates, LLC
James R. Tolles, Jr. PE
13505 Byrd's Nest Dr.
Austin, Texas 78738
jrtolles@austin.rr.com
Cell- 512/784-7909
Fax- 512/394-3209

Mr. Tolles will provide Owner Representative for Alliance Water as requested by Alliance Water staff.

AVAILABILITY

Mr. Tolles will be available to provide the necessary time and resources to meet the needs of Alliance Water its Owner Representation efforts. Mr. Tolles will assist the Executive Director and staff full time on the Phase 1B projects.

QUALIFICATIONS AND EXPERTISE

Mr. Tolles brings a wide range of qualifications to this construction management assignment. With his construction management academic training, extensive owner representation background, understanding of both building codes and standards, he understands the assumptions and calculations necessary to complete the design of any civil or architectural project. He provided 25 years of owner representation and construction management services on over 250 projects for the City of Cedar Park, including many large pipeline projects, water and wastewater plant projects, office construction projects, including all phases of document review, construction, punch list completion and warrantee repairs. He provided 4 years of construction management and observation to the Brushy Creek Regional Utility Authority on large pipeline and raw water intake projects.

Mr. Tolles is adept at communicating with consultants, contractors and subcontractors, anticipating their concerns and keeping them informed of the activities affecting them. He spends the time to develop a working relationship with each project team member as ARWA's on-site representative. This relationship usually results in very few complaints directed toward the Authority.

EXPERIENCE

Mr. Tolles completed over 250 projects for the City of Cedar Park, beginning in 1992, many of which were construction management of water and wastewater treatment and pipeline improvements. Mr. Tolles provided construction management on several new or remodeled office building improvements projects. Each project represented unique challenges, and all were completed successfully.

In 2017, Mr. Tolles provided construction management services to Alliance Water in the development of the Standard Operating Procedures for Construction Management. During 2018, JRTA provided construction management and observation services to Alliance Water on the Phase 1A Segment A pipeline project. This project consisted of 10,000 LF of pipeline and metering facilities across unimproved property.

During 2018-2020 2019 Mr. Tolles provided construction management and observation services to Alliance Water on the Phase 1A Booster Pump Station and Segment B pipeline projects. During 2021 Mr. Tolles provided Owner Representative services on the Phase 1B Well 6-9 Construction project.

PROJECT APPROACH

Phase 1A

JRTA's Mr. Tolles will continue in the role as Construction Manager for the Alliance Water Phase 1A Segment B pipeline project final warranty walkthrough under the direction of the Executive Director and staff. Mr. Tolles will provide any documentation required as a result of the walkthrough.

Phase 1B

Mr. Tolles will continue to provide constructability reviews as requested for the Phase 1B projects as well as provide Owner Representation and observation services on the Phase 1B construction projects as assigned.

Mr. Tolles will review Phase B pipeline design plans and specifications and provide comments to Alliance Water staff for each phase of design.

Mr. Tolles will review shop drawings, RFI's and other communications for the Water Treatment Plant, Booster Pump Station and Pipeline projects and provide comments to Alliance Water staff. During construction Mr. Tolles will make periodic site visits to the ongoing construction projects and report observations to Alliance Water staff. Mr. Tolles will provide photographs and videos as requested.

INSURANCE

JRTA carries insurance in the limits shown on the attached certificate.

COMPENSATION

Compensation for the services outlined above will be based on an hourly rate of \$120.00 plus project related reimbursable expenses, including mileage at the current IRS rate (\$0.56/mile as of August 2021). Normal working hours are Monday through Friday for an eight-hour work day. Any necessary and requested services provided after normal working hours, Saturdays, Sundays and legal holidays will be billed at 1.5 times the billing rate. The total not-to-exceed amount for this work order is \$255,000 through September 30, 2022. Invoices will be submitted monthly to the Executive Director with time spent on the Phase 1B projects accounted for separately from the time spent on the Phase 1A projects.

J. R. Tolles and Associates has the resources to dedicate to this project and would look forward to working with you to deliver another successful project.

Feel free to call with any questions.

Sincerely,



James R. Tolles, Jr., P.E.
J R Tolles and Associates, LLC

Accepted:

Graham Moore
Alliance Water, Executive Director

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2021

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

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

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

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

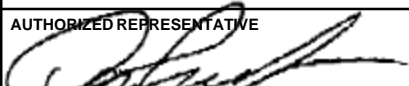
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	65SBANX3386	09/10/2021	09/10/2022	EACH OCCURRENCE	\$ 100000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 100000
							GENERAL AGGREGATE	\$ 200000
							PRODUCTS - COMP/OP AGG	\$ 200000
								\$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	65SBANX3386	09/10/2021	09/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 100000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	65SBANX3386	09/10/2021	09/10/2022	EACH OCCURRENCE	\$ 100000
							AGGREGATE	\$ 100000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

Background/Information

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

Attachment(s)

- Phase 1B Program Update – September 22, 2021
- Kimley-Horn Monthly Summary of Activities for August 2021

Board Decision(s) Needed:

- None.



Phase 1B Program Update

Board of Directors Meeting
September 22, 2021



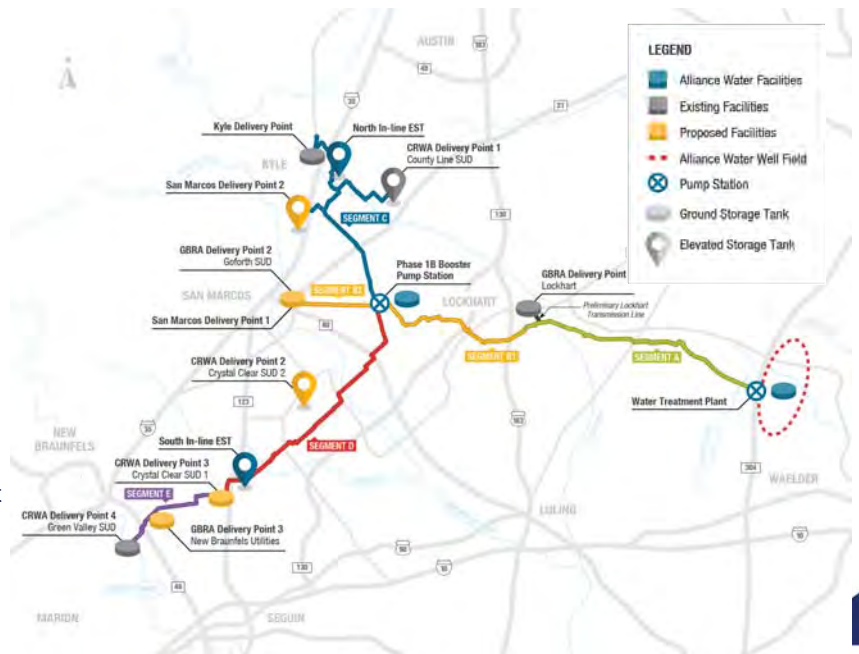
ALLIANCE WATER

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

Ongoing Progress

► Design Milestone Status

- Design Submittals
 - Surge Analysis Updates – September/October
 - Pipeline Segment C (100%) – September
 - Inline EST (60%) – September
- TWDB Reviews
 - Segment A
 - Approved for Procurement
 - Following Board Approval, Begin Contract Execution Process
 - Booster Pump Station & Delivery Points
 - Approved for Procurement
 - Contracts being Executed for Submittal
 - Segment B
 - Engineering Feasibility Report, Environmental Data Report, and Plans/Specifications Under Review



Ongoing Progress

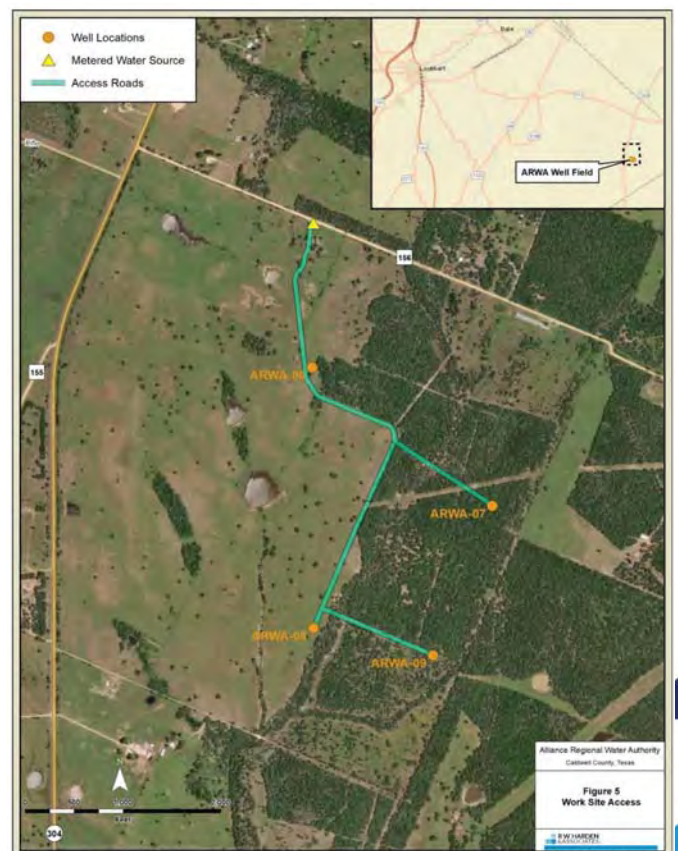
► Procurement / Construction Status

- Pipeline Segment A / Booster Pump Station & Delivery Points
 - Anticipated NTP – Mid-October
- Pipeline Segment B
 - Preparing for Procurement
- Water Treatment Plant & Raw Water Infrastructure
 - Upcoming work
 - Continued site clearing
 - Temporary access
 - Structure subgrade preparation



Well Drilling Construction Progress

- Actual Progress (last 30 days)
 - All Wells Finalized
 - Well Pads Poured
 - Substantial Completion Walkthrough
- Anticipated Progress (next 30 days)
 - Address Walkthrough Punchlist
 - TWDB Walkthrough
 - Finalize & Board Acceptance of Project
 - Demobilize



Pipeline Easement Acquisition Status

Pipeline Segment	Number of Parcels	STATUS						
		(A) Appraisal/Offer in Development	(B) Negotiation (Initial Offer)	(C) Negotiation (Final Offer)	(D) = (A+B+C) Appraisal / Negotiation	(E) Condemnation in Process	(F) = (D+E) Possession Still Needed	(G) Purchase Agreement Signed / Possession Obtained
A	39	0	0	0	0	3	3	36
B	52	0	0	0	0	13	13	39
D	57	0	0	6	6	31	37	20
C	74	11	29	6	46	18	64	10
E	37	2	11	1	14	19	33	4
Well Field	20	16	0	1	17	2	19	1
Total	279						169	110



Budget Update

COST UPDATES BASED ON AUGUST MILESTONE SUBMITTALS

Construction Package		ORIGINAL (FEB. 2019) ARWA Total Projected Cost	REVISED ARWA Total Projected Cost	DIFFERENCE
Submittal (%) Combined Program Infrastructure				
Const.	Water Treatment Plant	\$ 25,200,000	\$ 29,600,000	\$ 4,400,000
Const.	Booster Pump Station & GBRA Meter Stations	\$ 12,100,000	\$ 13,200,000	\$ 1,100,000
30	Inline EST (South)	\$ 3,600,000	\$ 3,600,000	\$ 0
100	Pipeline Segment A	\$ 27,200,000	\$ 26,400,000	(\$ 800,000)
100	Pipeline Segment B	\$ 27,100,000	\$ 32,400,000	\$ 5,300,000
100	Pipeline Segment D	\$ 36,300,000	\$ 37,700,000	\$ 1,400,000
90	Pipeline Segment E	\$ 9,500,000	\$ 10,300,000	\$ 800,000
	Subtotal	\$141,000,000	\$153,200,000	\$ 12,200,000
ARWA-Only Infrastructure				
Const.	Well Drilling	\$ 3,800,000	\$ 3,300,000	(\$ 500,000)
Const.	Raw Water Infrastructure	\$ 7,000,000	\$ 10,700,000	\$ 3,700,000
Const.	ARWA Booster Pump Station & Delivery Points	\$ 7,700,000	\$ 4,800,000	(\$ 2,900,000)
30	Inline EST (North)	\$ 5,400,000	\$ 6,600,000	\$ 1,200,000
60	Pipeline Segment C	\$ 64,500,000	\$ 62,500,000	(\$ 2,000,000)
90	Pipeline Segment E (ARWA-Only)	\$ 6,700,000	\$ 11,400,000	\$ 4,700,000
No Design	Administration and Operations Building	\$ 4,300,000	\$ 4,200,000	(\$ 100,000)
	Subtotal	\$ 99,400,000	\$103,500,000	\$ 4,100,000
	Total	\$240,400,000	\$256,700,000	\$16,300,000

SEPTEMBER 2021 UPDATE

CHANGE FROM
AUGUST UPDATE

\$200,000

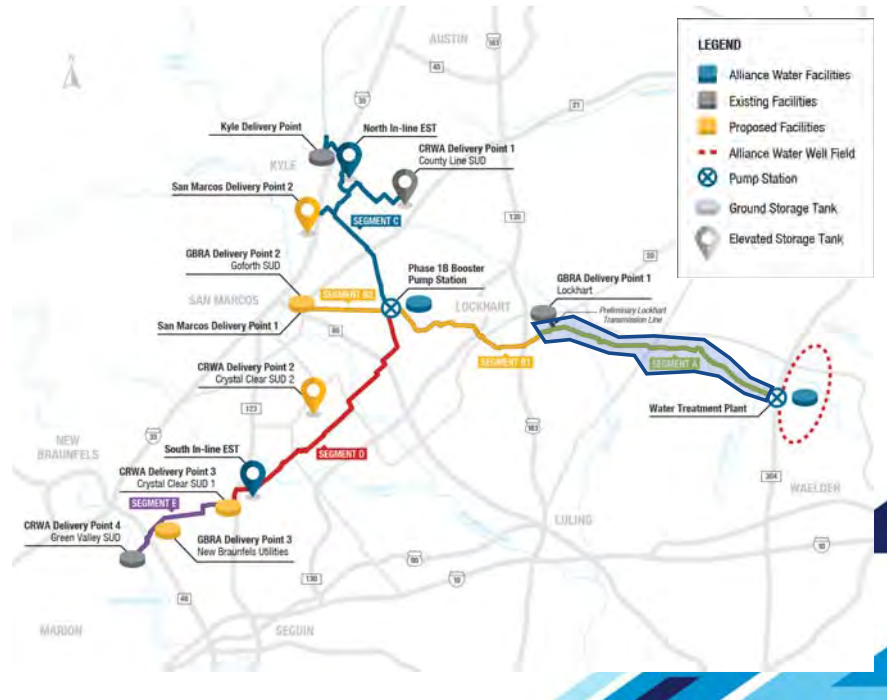
NOTE: PIPELINE COST PROJECTIONS ARE UNDER REVIEW AND ARE BEING UPDATED BY DESIGN CONSULTANTS



Consulting Services

Construction Phase Services

- ▶ Projects on this Agenda:
 - Pipeline Segment A



Pipeline Segment A

- ▶ Construction Phase Services (Hourly not to Exceed)
- ▶ Basic Services Scope to Include:
 - Construction Progress Meetings
 - Periodic Site Visits
 - Shop Drawing Submittals
 - Requests for Information
 - Requests for Proposals, Change Orders
 - Final Walkthroughs
 - Record Drawings



Pipeline Segment A

- ▶ Construction Phase Services (Hourly not to Exceed)
- ▶ Supplemental Services Scope to Include:
 - Verifying / Resetting Horizontal and Vertical Control
 - Additional Meetings / Site Visits
 - Review of Additional Submittals, Substitutions, etc.
- ▶ Basic Services Fee = \$486,610.00
- ▶ Supplemental Services Fee = \$119,347.91



Questions?

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

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

Invoice No: 068706604-0821
 Invoice Date: Aug 31, 2021
 Invoice Amount: \$ 209,396.98
 Project No: 068706604
 Project Name: ARWA PROGRAM YEAR 4
 Project Manager: SOWA, RYAN

Work Order No. 4
 Duration: March 2021 - Feb. 2022

Invoice Duration: Aug. 1, 2021 to Aug. 31, 2021

Federal Tax Id: 56-0885615

COST PLUS MAX

KHA Ref # 068706604.3-19591567

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROGRAM MANAGEMENT PLAN UPDATES	32,262.00	4,090.30	3,604.10	486.20
STAKEHOLDER COORDINATION	279,683.00	123,649.81	102,431.31	21,218.50
BUDGETING	110,861.00	85,735.89	73,435.72	12,300.17
SCHEDULE	81,192.00	40,146.42	37,471.91	2,674.51
REPORTING	47,110.00	31,027.50	26,087.50	4,940.00
DATA MANAGEMENT	91,576.00	44,383.09	36,152.03	8,231.06
ENVIRONMENTAL MANAGEMENT	84,390.00	53,913.75	44,136.13	9,777.63
LAND ACQUISITION MANAGEMENT	509,587.00	339,975.15	280,359.00	59,616.15
TWDB MANAGEMENT	83,558.00	41,259.31	33,154.84	8,104.47
DESIGN STANDARDS	84,403.00	46,974.13	41,275.85	5,698.28
ENGINEERING DESIGN MANAGEMENT	361,276.00	224,462.75	188,963.00	35,499.75
QUALITY ASSURANCE	17,966.00	6,837.75	4,957.75	1,880.00
ELECTRICAL POWER PLANNING	51,073.00	15,276.25	15,001.25	275.00
PERMIT COORDINATION/TRACKING	50,094.00	28,023.55	23,092.80	4,930.75
PROCUREMENT AND CONSTRUCTION PHASE SERVICES	408,057.00	133,949.97	102,649.57	31,300.41
PROJECT ADMINISTRATION	52,870.00	20,872.56	18,408.46	2,464.10
OTHER SERVICES	78,995.00	25,556.01	25,556.01	0.00
ENVIRONMENTAL CONSTRUCTION PHASE SERVICES	260,480.00	0.00	0.00	0.00
Subtotal	2,685,433.00	1,266,134.20	1,056,737.22	209,396.98
Total COST PLUS MAX				209,396.98

Total Invoice: \$ 209,396.98

If you have questions regarding this invoice, please call Cecile Wells at (281) 612-9031.

September 15, 2021

Project Monthly Summary

August 2021 Tasks Performed:

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

- Task 3 – Budgeting
 - Prepared and presented the Land Acquisition Cost Presentation.
 - Prepared and presented the monthly Budget Update for the Board meeting.
 - Continued updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.

- Task 4 – Schedule
 - Revised Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
 - Coordinated with Program team to integrate each project schedule into overall Program schedule. Developed and distributed the monthly Program schedule summary.

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

- Task 7 – Environmental Management
 - Continued coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
 - Coordinated with the Program Environmental Consultant regarding Inline Elevated Storage Tank site field work.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segments C and E.
 - Performed coordination between Program Environmental Consultant and Land Acquisition Consultant to clarify environmental field work to be done on properties as part of right-of-entry process.
 - Monthly progress meeting and ongoing coordination with Program Environmental Consultant.

- Continued coordination between Program Environmental Consultant and Design Engineers.
- Reviewed Program Environmental invoices, schedule, and risk log.
- Task 8 – Land Acquisition Management
 - Coordinated the appraisal process for Segments C, D, E, and W parcels.
 - Coordinated with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
 - Performed weekly QC of parcel files in SharePoint, provided comments to Land Acquisition team.
 - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
 - Reviewed Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
 - Continued field work coordination to notify landowners of upcoming field work by consultants.
- Task 9 – Texas Water Development Board Management
 - Continued coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.
- Task 10 – Design Standards
 - Revised and distributed the Pipeline Construction Standards based on comments received during Segment A and BPS Advertising.
- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continued coordination with Design Consultant for final design and procurement development.
 - Segment B
 - Continued coordination with Design Consultant for final design and preparation for bidding.
 - Segment C
 - Continue coordination with Design Consultant.
 - Continued coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
 - Segment D
 - Continued coordination with Design Consultant for final design and preparation for bidding.
 - Segment E

- Continued coordination with Design Consultant for final design.
 - Wellfield:
 - Continued coordination regarding the construction for Wells 6-9.
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for pre-construction phase services.
 - Water Treatment Plant:
 - Continued coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for pre-construction phase services.
 - Booster Pump Station:
 - Coordinated with Design Consultant for final design and procurement development.
 - Inline Elevated Storage Tanks:
 - Continued coordination with Design Consultant for 60% design development.
 - Other:
 - Monthly progress meetings with all Design Consultants (pipelines, water treatment plant, raw water infrastructure, wellfield, booster pump station).
 - Review invoices, schedules, and risk logs for consultants.
- Task 13 – Electrical Power Planning
 - Continued coordination with ARWA and GVEC to develop agreement language for service to the well field.
 - Continued coordination with GVEC regarding electric service to the WTP and wellfield.
- Task 14 – Permit Coordination/Tracking
 - Continued Permit coordination with Pipeline Consultants.
 - Continued coordination with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - Continued coordination with Hays County concerning the Site Development Permit.
 - General Coordination with TxDOT.
 - Continued General Coordination with TxDOT.
 - Continued General Coordination with GVEC and BBEC.
 - On-going Permit Tracking Log Updates.
- Task 15 – Procurement and Construction Phase Services
 - Coordinated with Segment A and BPS Design Consultants during the procurement phase.
 - Attended Segment A and BPS Bid Opening meetings.

- Reviewed and provided input on the bid proposals received for Segment A and BPS.
- On-going coordination with WTP and RWI Design Consultants during the construction phase.
- Task 16 – Other Services
 - Finalized and presented the additional solar analysis and memo addressing ARWA’s comments.
 - Solar Evaluation
 - Begin preparation of status update.
 - Commissioning Planning
 - Continued evaluation of the Phase 1B infrastructure commissioning.

September 2021 Projection:

- Task 2 – Stakeholder Coordination
 - Coordination and/or meetings with entities including: Caldwell County, Guadalupe County, GVEC, Bluebonnet Electric Coop, TxDOT, TCEQ, and TWDB.
 - Continue weekly task coordination with Alliance Water.
 - Prepare and present the Technical Committee Update.
 - Prepare and present Project Advisory Committee Meeting Update.
 - Prepare and present Board Meeting Update.
 - Prepare for and hold Monthly Status Meeting with Alliance Water.
- Task 3 – Budgeting
 - Prepare and present the monthly Budget Update for the Board meeting.
 - Continue updates to Budget Workbook to include monthly tracking of actual costs for ARWA review.
 - Continue development of projected Operation and Maintenance costs and address feedback received from ARWA.
- Task 4 – Schedule
 - Revise the Project Deliverable Schedule based on the feedback received from ARWA and Design Consultants.
 - Coordinate with Program team to integrate each project schedule into overall Program schedule. Develop and distribute schedule update and memorandum.
- Task 6 – Data Management
 - Ongoing maintenance of Microsoft SharePoint Online program.
 - Continued updating of web-based GIS for easement acquisition process and alignment changes.
- Task 7 – Environmental Management

- Review the Segment C Hazmat Phase II and Technical Documents report prepared by the Environmental Consultant.
 - Continue coordination with Program Environmental Consultant concerning the comment responses to the United States Army Corps of Engineers.
 - Continued coordination with the Program Environmental Consultant regarding additional hazmat studies for Segment C and E.
 - 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 C, D, E, and W parcels.
 - Coordinate with Program Survey Consultant, Program Environmental Consultant, and Land Acquisition team to address questions that arise as part of the field work coordination process.
 - Perform weekly QC of parcel files in SharePoint, provide comments to Land Acquisition team.
 - Weekly coordination meeting with land agents to discuss status of rights-of-entry and to provide Program clarification on any questions/requests that have come from landowners.
 - Review Program Land Acquisition team, Program Appraiser, and Program Survey invoices.
 - Continue field work coordination to notify landowners of upcoming field work by consultants.
- Task 9 – Texas Water Development Board Management
 - Continue coordination with TWDB Staff to track all EFRs, environmental reports, and bid documents currently under review.
- Task 10 – Design Standards
 - Review Pipeline Construction Standards considering Contractor recommendations for cost savings.
- Task 11 – Engineering Design Management
 - Pipelines:
 - Segment A
 - Continue coordination with Design Consultant for final design and procurement development.
 - Segment B

- Continue coordination with Design Consultant for final design and preparation for bidding.
 - Segment C
 - Begin review of the Segment C 100% design submittal prepared by the Design Consultant.
 - Continue coordination with Design Consultant for final design.
 - Continue coordination with Design Consultant regarding ongoing field work and pipeline alignment considerations as part of right-of-entry process and EFR development.
 - Segment D
 - Continue coordination with Design Consultant for final design and preparation for bidding.
 - Segment E
 - Begin review of the Segment E 100% design submittal prepared by the Design Consultant.
 - Continue coordination with Design Consultant for final design.
 - Wellfield:
 - Continue coordination regarding the construction of Wells 6-9.
 - Raw Water Infrastructure:
 - Continued coordination with Design Consultant for pre-construction phase services.
 - Water Treatment Plant:
 - Continue coordination with Design Consultant concerning Hydraulics/Surge development.
 - Continued coordination with Design Consultant for pre-construction phase services.
 - Booster Pump Station:
 - Coordination with Design Consultant for final design and procurement development.
 - Inline Elevated Storage Tanks:
 - Begin review of the 60% design submittal prepared by the Design Consultant.
 - Coordination with Design Consultant for 60% 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
 - Continue coordination with ARWA and GVEC to develop agreement language for service to the well field.
 - Continue coordination with GVEC regarding electric service to the WTP and wellfield.

- Task 14 – Permit Coordination/Tracking
 - Continue Permit coordination with Pipeline consultants
 - Coordinate with Hays County concerning the Site Development Permit.
 - General Coordination with TxDOT.
 - Coordinate with Caldwell, Guadalupe, and Hays County TxDOT offices concerning roadway crossings.
 - General Coordination with GVEC and BBEC.
 - On-going Permit Tracking Log Updates.

- Task 15 – Procurement and Construction Phase Services
 - On-going coordination with Segment A and BPS Design Consultants during the procurement phase.
 - Coordination with Segment B to prepare for bidding.
 - On-going coordination with WTP and RWI Design Consultants during the construction phase.

- Task 16 – Other Services
 - Commissioning Planning
 - Finalize the evaluation of the Phase 1B infrastructure commissioning for ARWA's review.
 - Solar Evaluation
 - Finalize update and present to the Technical Committee.
 - 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:

59.9 % allotted by Contract (based on contract total fee)

55.9% to date of Billing

Design Consultant Certifications: N/A

Sub Consultant	Sub Consultant Certifications	Task Description	Contract Value (\$)	Percent Complete to Date (%)	Amount Billed to Date (\$)	Amount Paid to Date (\$)
Foster CM Croup, Inc.	DBE; AABE; MBE; SBE	Budgeting, Schedule, and Data Management	\$170,814.00	58.6%	\$110,060.96	\$97,483.98
CP&Y, Inc.	ABE; MBE	Program Standards, Compliance, and Project Management	\$926,211.00	29.4%	\$299,716.76	\$248,081.76
Grubb Engineering, Inc.	ESBE; SBE; WBE	Electrical Power Planning	\$44,200.00	28.6%	\$13,894.15	\$13,894.15
Spitzer and Associates, Inc.	SBE; WBE	Land Acquisition Management	\$446,290.00	68.5%	\$281,402.86	\$233,753.86
V&A Consulting Engineers, Inc.	SBE; HABE; MBE	Cathodic Protection Standards	\$22,015.00	0.0%	\$-	\$-
		Subtotal	\$1,609,530.00	41.7%	\$705,074.74	\$593,213.75

H.3 Consider adoption of Resolution 2021-09-22-006 approving Work Authorization #9 with Lockwood, Andrews & Newnam, Inc. for Construction Administration Services on the Authority's Phase 1B Treated Water Segment A Pipeline Project, as recommended by the Technical Committee. ~ *Ryan Sowa, P.E., Kimley-Horn & Associates*

Background/Information

Alliance Water entered into a Work Order in August 2019 with Lockwood, Andrews & Newnam, Inc. (LAN) to provide final design engineering services for the Phase 1B Segment A Pipeline project. The final design is complete and the construction notice-to-proceed is expected to be issued in October. In order to maintain progress, Staff has negotiated a scope and fee with LAN to provide construction administration and construction engineering services for the Phase 1B Segment A project.

Below are some of the key facts regarding the proposal:

Firm: Lockwood, Andrews & Newnam, Inc.
Fee: \$605,957.91 (50% ARWA)
Work Order Type: Hourly, Not-to-Exceed
Anticipated Duration: 21 months
Project Manager: Travis Michel, P.E.

Staff is requesting Board approval of a Work Order with a fee for the basic services of \$486,610.00 and a fee for supplemental effort in an amount not-to-exceed \$119,347.91 for a total fee of \$605,957.91. The Executive Director will be given the discretion to authorize the supplemental effort if needed.

Attachment(s)

- Resolution 2021-09-22-006
- July 12, 2021 – Treated Pipeline Segment A Construction Phase Services.

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-006 approving Work Authorization #9 with Lockwood, Andrews & Newnam, Inc. for Construction Administration Services on the Authority's Phase 1B Segment A Pipeline Project.



ALLIANCE WATER

RESOLUTION NO. 20210922-006

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING WORK AUTHORIZATION #6 BETWEEN THE AUTHORITY AND LOCKWOOD, ANDREWS & NEWNAM, INC. FOR CONSTRUCTION ADMINISTRATION PHASE SERVICES RELATED TO THE AUTHORITY'S PHASE 1B TREATED WATER SEGMENT A PIPELINE PROJECT POINTS PROJECT AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. Alliance Regional Water Authority (the "Authority") entered into a master agreement with Lockwood, Andrews & Newnam, Inc. ("LAN") for professional engineering services and related matters in March 2007.

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

3. The Authority entered into a work authorization with LAN for preliminary design services for the Authority's Phase 1B Segment A Project (the "Project") in May 2018. The Authority and LAN entered into a subsequent work order for Final Design and Bidding of the Project in August 2019.

4. The bid opening for the Project is complete and the Authority anticipates issuing a notice-to-proceed to the selected construction contractor in the near future.

5. The scope of services and fee for the attached work order was negotiated by the Executive Director and the Owner's Representative on behalf of the Authority. The work order references terms and conditions in the approved Master Agreement between the Authority and LAN.

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

SECTION 1. The attached work order for Construction Administration Services for the Project between the Authority and LAN is approved to be billed based on actual time and materials in an amount not-to-exceed \$486,610.

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

SECTION 3. The Authority's Executive Director is authorized to issue supplemental work orders not to exceed, \$119,347.91.

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

Resolution 20210922-006
Phase 1B Treated Water Segment A Pipeline Project Construction Administration

ADOPTED: September 22, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

July 12, 2021

Nathan Cobler, PE, *Project Manager, Segment A*
Kimley-Horn and Associates, Inc.

Via email: Nathan.Cobler@Kimley-Horn.com

**RE: ARWA Phase 1B Program – Treated Pipeline Segment A
Construction Phase Services**
LAN Project No. 120-12095-002

Dear Mr. Cobler:

Lockwood, Andrews & Newnam, Inc. (LAN) is pleased to provide this letter and the attachments herein for professional engineering services associated with the Construction Phase of the Alliance Water Phase 1B Treated Pipeline Segment A project.

SCOPE OF WORK

Following is a brief description of the tasks to be completed under this scope of work. The task details can be found in the attached Scope of Work.

1. **Project Management:** LAN will lead, manage, and direct all project and subconsultant activities as well as provide project administration under this task.
2. **Regulatory Agency Coordination and Permits:** LAN will coordinate with applicable regulatory agency regarding permits and other construction requirements.
3. **Utility Coordination:** LAN will coordinate with applicable utility providers regarding relocations and other impacts.
4. **Fiber Coordination:** LAN will coordinate with other Phase 1B Program Contractors and/or Consultants related to fiber installation.
5. **Construction Site Visits and Progress Meetings:** LAN will perform monthly site visits and attend construction progress meetings throughout the construction phase.
6. **Construction Coordination:** LAN will coordinate with the Owner's Representative and CM&I group as required to facilitate administration of the project.
7. **Shop Drawing/Submittal Review:** LAN will review shop drawings and submittals for conformance with the project plans and specifications.
8. **Alternatives and Substitutions:** LAN will review alternatives and substitutions proposed by the Contractor.
9. **Request for Information (RFIs):** LAN will review and respond to Contractor questions or concerns that may arise during construction.

10. Request for Proposals (RFPs) and Change Orders (COs): LAN will coordinate with CM&I to review and respond to RFPs and prepare COs.
11. Substantial/Final Completion Walk-Throughs: LAN will conduct substantial and final completion walk-throughs to confirm acceptance of the work.
12. Record Drawings: LAN will prepare record drawings using the marked up red lines drawings provided by the Contractor during construction.
13. Corrosion Investigation, Data Collection and Design Support: LAN will provide pre-commissioning and commissioning support of the cathodic protection system.
14. Supplemental: LAN will provide supplemental services as requested by the Owner's Representative.

SCHEDULE

This proposal is based on an anticipated construction duration of 21 months, and up to three months of project closeout and obtaining TWDB approval. Progress updates will be provided with our monthly invoices.

BUDGET SUMMARY

The total requested base compensation for construction phase services is \$486,610.00. with supplemental services up to \$119,347.91. These services will be invoiced on a Time & Materials basis. A fee spreadsheet is attached to this proposal.

Base Scope	
Task	Fee
1.0 Project Management	\$14,500.00
2.0 Regulatory Agency Coordination & Permits	\$4,050.00
3.0 Utility Coordination	\$6,200.00
4.0 Fiber Coordination	\$7,640.00
5.0 Construction Site Visits & Progress Meetings	\$179,530.00
6.0 Construction Coordination	\$53,555.00
7.0 Shop Drawing/Submittal Review	\$75,200.00
8.0 Alternatives & Substitutions	\$10,225.00
9.0 Request for Information (RFIs)	\$29,080.00
10. Request for Proposals (RFPs) & Change Orders (COs)	\$29,010.00
11.0 Substantial/Final Completion Walk-Throughs:	\$13,880.00
12.0 Record Drawings	\$17,720.00
13.0 Corrosion Investigation, Data Collection & Design Support	\$46,020.00
Base Scope Total	\$486,610.00
Supplemental Scope	
14.0 Supplemental	\$119,347.91
Base Scope + Supplemental Scope Total	\$605,957.91



**Lockwood, Andrews
& Newnam, Inc.**

A LEO A DALY COMPANY

If you have any questions or need further information, please call me at (512) 694-1888 or email me at tmmichel@lan-inc.com. We appreciate the opportunity to continue supporting the Phase 1B Program.

Sincerely,

A handwritten signature in blue ink that reads "Travis Michel".

Travis Michel, PE
Project Manager

Attachments:

- Attachment 1 – Scope of Work
- Attachment 2 – Subconsultant Proposal: Surveying (McGray & McGray)
- Attachment 3 – Fee Estimate

Cc: LAN File (120-12095-002)

**Alliance Regional Water Authority – Phase 1B
Treated Pipeline Segment A
Construction Phase Pipeline Scope**

1. Project Management
 - 1.1. Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan
 - 1.2. Meetings
 - 1.2.1. Quality Control Audit (1 workshop)
2. Regulatory Agency Coordination and Permits
 - 2.1. Texas Commission on Environmental Quality (two one-hour virtual meetings or phone conf.)
 - 2.2. Texas Water Development Board (two one-hour virtual meetings or phone conf.)
 - 2.3. Caldwell County (two one-hour virtual meetings or phone conf.)
 - 2.4. TxDOT (two one-hour virtual meetings or phone conf.)
 - 2.5. GBRA Coordination regarding Lockhart DP (two one-hour virtual meetings or phone conf.)
3. Utility Coordination
 - 3.1. Bluebonnet Electric Cooperative – Coordination related to power pole relocations
 - 3.2. GVTC Coordination – Coordination related to telecom relocations
4. Fiber Coordination
 - 4.1. Coordination with other Phase 1B Program Contractors and/or Consultants related to fiber installation
5. Construction Site Visits and Progress Meetings
 - 5.1. Pre-Construction Meeting
 - 5.1.1. Attend a pre-construction meeting coordinated by the Construction Management and Inspection (CM&I) team.
 - 5.2. Monthly Site Observation
 - 5.2.1. Site observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work. Consultant is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. In this effort, Consultant will endeavor to protect the Owner against defects and deficiencies in the work of Contractor and will report any observed deficiencies to Construction Management & Inspection (CM&I). Consultant's visits and observations are subject to the limitations on Consultant's authority and responsibility described in the General Conditions.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or

for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. Consultant is to inform the CM&I of issues or concerns and CM&I is to work with Contractor to address these issues or concerns.

- 5.2.1.1. Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.
- 5.2.1.2. Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.
- 5.2.2. Specialty Observations will be limited to spot checking, selective measure, and similar methods of general observations for observation of equipment requiring additional observations beyond the monthly observations.
 - 5.2.2.1. Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.
 - 5.2.2.2. Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.
- 5.3. Monthly Construction Progress Meetings
 - 5.3.1. Attend Progress Meetings led by the CM&I team. Discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.
 - 5.3.2. Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 10 days before meetings.
 - 5.3.3. Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.
6. Construction Coordination
 - 6.1. Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project.
 - 6.2. Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend *up to four (4)* meetings related to quality issues during construction.
 - 6.3. Review monthly construction pay applications and make recommendations for payment
 - 6.4. Review monthly schedules to confirm compliance with Contract dates and key milestones
 - 6.5. Review monthly as-builts provided by Contractor.
 - 6.6. Utilize EDMS for upload/download of all construction-related documentation.
7. Shop Drawing/Submittal Review
 - 7.1. Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days (assume up to 60 submittals). For the purposes of this scope, assume review effort will include the original submittal and first resubmittal.

8. Alternatives and Substitutions
 - 8.1. Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions within 14 calendar days (assume up to 10 alternatives/substitutions).
9. Request for Information (RFIs)
 - 9.1. Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days (assume up to 20 RFIs).
10. Request for Proposals (RFPs) and Change Orders (COs)
 - 10.1. Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS.
 - 10.2. Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration (assume up to 10 RFPs).
 - 10.3. Review Change Orders prepared by the CM&I team (assume up to 10 change orders).
 - 10.3.1. Prepare final Change Order (over and unders) recapitulation of the Project in conjunction with the final pay request
11. Substantial/Final Completion Walk-Throughs
 - 11.1. Consultant to conduct one (1) substantial completion walk-through/inspection, coordinated by the CM&I. After considering any objections from Owner's Representative, if the Consultant considers the work substantially complete, Consultant will submit a Substantial Completion punch list and letter to the Owner's Representative.
 - 11.2. Consultant to conduct one (1) final completion walk-through/inspection (coordinated by the CM&I) to determine if the completed work of Contractor is acceptable to both the Owner's Representative and Consultant so that Consultant may recommend, in writing, the final payment to the Contractor.
12. Record Drawings
 - 12.1. Consultant will prepare Contract Record Drawings using the marked up red lines drawings provided by the Contractor during construction. Record drawing information will be based solely on the provided red line drawings and appropriate field documentation received from the Contractor and the CM&I group during construction site visits. Items associated with this work include:
 - 12.1.1. Prepare Record Drawings of the constructed project based on change order revisions and as built information provided by the contractor.
 - 12.1.2. Provide the Owner's Representative:
 - 12.1.2.1. With one (1) set of Record Drawings in .pdf and .dwg electronic format.
 - 12.1.2.2. The DWG file with the reference state plan coordinate system for use by ARWA.
13. Corrosion Investigation, Data Collection and Design Support
 - 13.1. Construction Phase Corrosion Services
 - 13.1.1. Attend a pre-commissioning site visit prior to testing
 - 13.1.1.1. Conduct an alignment walk-thru and develop punch list of deficient Items
 - 13.1.1.2. Check continuity and isolation along pipeline
 - 13.1.2. Commissioning/Testing
 - 13.1.2.1. Attend and witness testing performed by contractor

- 13.1.2.2. Prepare a Commissioning Report and develop post-commissioning punch list
- 14. Supplemental
 - 14.1. Survey
 - 14.1.1. Verify/Reset horizontal and vertical control points for construction purposes
 - 14.2. General Construction Phase Services, which may include:
 - 14.2.1. Additional site visits.
 - 14.2.2. Providing services to review or evaluate Contractor claims that are not due to causes within the control of Consultant.
 - 14.2.3. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor.
 - 14.2.4. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement.
 - 14.2.5. Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the Contract Time.
 - 14.3. Attend additional meetings in the vicinity of the project (5 meetings)
 - 14.4. Review additional Submittals, RFIs, Alternates, Substitutions, RFPs, etc.



June 2, 2021

Hunter Hansen, P.E.
 LAN
 8911 Capital of Texas Highway
 Building 2, Suite 2300
 Austin, TX 78759
 (512) 338-4212

VIA EMAIL:
 HHansen@lan-inc.com

**RE: Proposal for Surveying Services for the Alliance Water Segment A Pipeline Project,
 Caldwell County, Texas**

Dear Mr. Hansen:

We appreciate the opportunity to present you with this proposal for surveying services for the above referenced project. The following represents our understanding of the services being requested. Our fee proposal follows.

Scope of Services:

1. Find or re-establish twenty-two (22) control points throughout the project area and confirm the Horizontal & Vertical accuracy of each.
2. Provide survey assistance as necessary with a maximum of fifteen (15) mobilizations over the approximately 20-months.

Deliverables:

- A MicroStation drawing file and .pdf file of the twenty-two (22) control monuments along with the Horizontal & Vertical information.

Fees:

Two Person (2) Field Crew:	160 hrs @	\$165.00 /hr.=	\$	26,400.00
Two Person (2) GPS/RTK Field Crew:	40 hrs @	\$220.00 /hr.=	\$	8,800.00
Survey Technician V:	20 hrs @	\$96.10 /hr.=	\$	1,922.00
Survey Associate VI:	80 hrs @	\$102.11 /hr.=	\$	8,168.80
Supervisory Land Surveyor IV:	20 hrs @	\$159.17 /hr.=	\$	3,183.40
		TOTAL =	\$	48,474.20

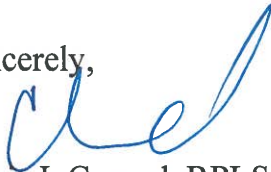
The fees will be invoiced on a Time & Material basis and will not exceed **\$48,474.20** without authorization.

Mr. Hansen
June 2, 2021
Page 2 of 2

Once we receive notice to proceed, we will visit with you to establish a schedule for this project.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let Joe Webber know.

Sincerely,



Chris I. Conrad, RPLS
Vice President
TBPELS Survey Firm #10095500

Authorized to Proceed by:

<hr/>	
Signature	Date
<hr/>	
Print Name	Title

Alliance Water Phase 1B Program	Project Fee Summary	
Treated Pipeline Segment A Consultant - Construction Phase Services	Basic Effort	\$ 486,610.00
7/9/2021	Supplemental	\$ 119,347.91
Detailed Overall Lockwood, Andrews & Newnam, Inc. Cost Breakdown	Total Effort	\$ 605,957.91

Task	Employee	Project Principal	Quality Manager	Sr. Project Manager/Engineer	Sr. Technical Engineer	Sr. Project Engineer	Project Engineer	EIT	Sr. CAD/GIS	CAD/GIS	Admin	Total Hours	Total Labor Effort	Total Expense Effort	McGray & McGray	Total Sub Effort	Total Effort	Assumptions	
																			Project Role
Basic Services																			
Task 1 - Project Management																			
1.1	Prepare Monthly Summary Reports/Invoicing as identified in the ARWA Phase 1B Program Management Plan			12			24	24				24	84	\$ 14,500	\$ -	\$ -	\$ -	\$ 14,500	
1.2	Meetings												0	\$ -	\$ -	\$ -	\$ -	\$ -	
1.2.1	Quality Control Audit (1 workshop)		4	4									12	\$ 2,560	\$ -	\$ -	\$ -	\$ 2,560	
Task 2 - Regulatory Agency Coordination and Permits																			
2.1	Texas Commission on Environmental Quality (two one-hour virtual meetings or phone conf.)			2			2						4	\$ 810	\$ -	\$ -	\$ -	\$ 810	
2.2	Texas Water Development Board (two one-hour virtual meetings or phone conf.)			2			2						4	\$ 810	\$ -	\$ -	\$ -	\$ 810	
2.3	Caldwell County (two one-hour virtual meetings or phone conf.)			2			2						4	\$ 810	\$ -	\$ -	\$ -	\$ 810	
2.4	TxDOT (two one-hour virtual meetings or phone conf.)			2			2						4	\$ 810	\$ -	\$ -	\$ -	\$ 810	
2.5	GBRA Coordination regarding Lockhart DP (two one-hour virtual meetings or phone conf.)			2			2						4	\$ 810	\$ -	\$ -	\$ -	\$ 810	
Task 3 - Utility Coordination																			
3.1	Bluebonnet Electric Cooperative			8			8	8					24	\$ 5,900	\$ 300	\$ -	\$ -	\$ 6,200	
3.2	GVTC Coordination			4			4						8	\$ 1,620	\$ 100	\$ -	\$ -	\$ 1,720	
Task 4 - Fiber Coordination																			
4.1	Coordination with other Phase 1B Program Contractors and/or Consultants related to fiber installation			8		4	12	12	12				48	\$ 7,640	\$ -	\$ -	\$ -	\$ 7,640	
Task 5 - Construction Site Visits and Progress Meetings																			
5.1	Pre-Construction Meeting												0	\$ -	\$ -	\$ -	\$ -	\$ -	
5.1.1	Attend a pre-construction meeting coordinated by the Construction Management and Inspection (CM&I) team.			4		4	4						12	\$ 2,380	\$ 200	\$ -	\$ -	\$ 2,580	
5.2	Monthly Site Observation												0	\$ -	\$ -	\$ -	\$ -	\$ -	
5.2.1	Site observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work. Consultant is not required to make exhaustive or continuous inspections to check the quality or quantity of the Work. In this effort, Consultant will endeavor to protect the Owner against defects and deficiencies in the work of Contractor and will report any observed deficiencies to Construction Management & Inspection (CM&I). Consultant's visits and observations are subject to the limitations on Consultant's authority and responsibility described in the General Conditions. Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. Consultant is to inform the CM&I of issues or concerns and CM&I is to work with Contractor to address these issues or concerns.			160		160	160						480	\$ 95,200	\$ 2,500	\$ -	\$ -	\$ 97,700	Assuming 3 attendees per site visit, 8 hours each visit
5.2.1.1	Site observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.			10			20						30	\$ 5,650	\$ -	\$ -	\$ -	\$ 5,650	
5.2.1.2	Notify CM&I team of inconsistencies with observed worked with respect to Contract Documents.												0	\$ -	\$ -	\$ -	\$ -	\$ -	
5.2.2	Specialty Observations will be limited to spot checking, selective measure, and similar methods of general observations for observation of equipment requiring additional observations beyond the monthly observations.				20	20	20						60	\$ 11,200	\$ 500	\$ -	\$ -	\$ 11,700	Assuming 5 visits, 3 attendees per visit, 4 hours each
5.2.2.1	Specialty Observation reports will be prepared and provided to the CM&I team via the CM&I Electronic Document Management System (EDMS) within 48 hours of each site visit.				10		10						20	\$ 3,700	\$ -	\$ -	\$ -	\$ 3,700	
5.2.2.2	Notify CM&I team of inconsistencies with observed work with respect to Contract Documents.												0	\$ -	\$ -	\$ -	\$ -	\$ -	
5.3	Monthly Construction Progress Meetings												0	\$ -	\$ -	\$ -	\$ -	\$ -	

Alliance Water Phase 1B Program	Project Fee Summary	
Treated Pipeline Segment A Consultant - Construction Phase Services	Basic Effort	\$ 486,610.00
7/9/2021	Supplemental	\$ 119,347.91
Detailed Overall Lockwood, Andrews & Newnam, Inc. Cost Breakdown	Total Effort	\$ 605,957.91

Task	Employee	Project Principal	Quality Manager	Sr. Project Manager/Engineer	Sr. Technical Engineer	Sr. Project Engineer	Project Engineer	EIT	Sr. CAD/GIS	CAD/GIS	Admin	Total Hours	Total Labor Effort	Total Expense Effort	McGray & McGray	Total Sub Effort	Total Effort	Assumptions
5.3.1	Attend Progress Meetings led by the CM&I team. Discuss status of document reviews, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.			80	80		40	40				240	\$ 48,000	\$ 1,000	\$ -	\$ -	\$ 49,000	
5.3.2	Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the CM&I team immediately. Update the status on Action Items at least 10 days before meetings.					5	10	10				25	\$ 3,850	\$ -	\$ -	\$ -	\$ 3,850	
5.3.3	Review monthly Construction Activity Reports prepared by the CM&I team. Provide feedback on report content as appropriate.			10			10	10				30	\$ 5,350	\$ -	\$ -	\$ -	\$ 5,350	
Task 6 - Construction Coordination													\$ 53,355	\$ 200	\$ -	\$ -	\$ 53,555	
6.1	Regular coordination with Owner's Representative and CM&I group as required to facilitate administration of the project.			40	40		40					120	\$ 24,600	\$ -	\$ -	\$ -	\$ 24,600	
6.2	Participate in project quality audits as necessary, and implementation of agreed corrective actions. Attend up to four (4) meetings related to quality issues during construction.		16		16		16					48	\$ 9,680	\$ 200	\$ -	\$ -	\$ 9,880	
6.3	Review monthly construction pay applications and make recommendations for payment			10			20	10				40	\$ 6,950	\$ -	\$ -	\$ -	\$ 6,950	
6.4	Review monthly schedules to confirm compliance with Contract dates and key milestones			5			10	10				25	\$ 4,125	\$ -	\$ -	\$ -	\$ 4,125	
6.5	Review monthly as-builts provided by Contractor.					20	10	20				50	\$ 8,000	\$ -	\$ -	\$ -	\$ 8,000	
6.6	Utilize EDMS for upload/download of all construction-related documentation.											0	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 7 - Shop Drawing / Submittal Review													\$ 75,200	\$ -	\$ -	\$ -	\$ 75,200	
7.1	Review shop drawings/submittals for conformance with the project plans and specifications and provide responses within 10 working days (assume up to 60 submittals). For the purposes of this scope, assume review effort will include the original submittal and first resubmittal.		20	60	120	40	80	60	20			400	\$ 75,200	\$ -	\$ -	\$ -	\$ 75,200	
Task 8 - Alternatives and Substitutions													\$ 10,225	\$ -	\$ -	\$ -	\$ 10,225	
8.1	Review alternatives and substitutions proposed by Contractor. Recommend acceptance or rejection of the request for substitutions within 14 calendar days (assume up to 10 alternatives/substitutions).			5	20	10	10	10				55	\$ 10,225	\$ -	\$ -	\$ -	\$ 10,225	
Task 9 - Requests for Information													\$ 29,080	\$ -	\$ -	\$ -	\$ 29,080	
9.1	Review Contractor questions or concerns that may arise during construction and respond within 5 calendar days (assume up to 20 RFIs).	2		20		60	60	20				162	\$ 29,080	\$ -	\$ -	\$ -	\$ 29,080	
Task 10 - Requests for Proposals (RFPs) and Change Orders (COs)													\$ 29,010	\$ -	\$ -	\$ -	\$ 29,010	
10.1	Coordinate with CM&I to prepare a description of proposed Modifications. CM&I will issue the RFP form to Contractor through the EDMS.			10		10	10					30	\$ 5,950	\$ -	\$ -	\$ -	\$ 5,950	
10.2	Coordinate with CM&I for review and response to RFP and provide recommendations to the Owner's Representative for consideration (assume up to 10 RFPs).	2		10		20	20	10				62	\$ 11,330	\$ -	\$ -	\$ -	\$ 11,330	
10.3	Review Change Orders prepared by the CM&I team (assume up to 10 change orders).	2		10		20	10					42	\$ 8,430	\$ -	\$ -	\$ -	\$ 8,430	
10.3.1	Prepare final Change Order (over and unders) recapitulation of the Project in conjunction with the final pay request			4			8	8				20	\$ 3,300	\$ -	\$ -	\$ -	\$ 3,300	
Task 11 - Substantial / Final Completion Walk-Throughs													\$ 12,880	\$ 1,000	\$ -	\$ -	\$ 13,880	
11.1	Consultant to conduct one (1) substantial completion walk-through/inspection, coordinated by the CM&I. After considering any objections from Owner's Representative, if the Consultant considers the work substantially complete, Consultant will submit a Substantial Completion punch list and letter to the Owner's Representative.			8	8	8	8					32	\$ 6,440	\$ 500	\$ -	\$ -	\$ 6,940	
11.2	Consultant to conduct one (1) final completion walk-through/inspection (coordinated by the CM&I) to determine if the completed work of Contractor is acceptable to both the Owner's Representative and Consultant so that Consultant may recommend, in writing, the final payment to the Contractor.			8	8	8	8					32	\$ 6,440	\$ 500	\$ -	\$ -	\$ 6,940	

Alliance Water Phase 1B Program	Project Fee Summary	
Treated Pipeline Segment A Consultant - Construction Phase Services	Basic Effort	\$ 486,610.00
7/9/2021	Supplemental	\$ 119,347.91
Detailed Overall Lockwood, Andrews & Newnam, Inc. Cost Breakdown	Total Effort	\$ 605,957.91

Task	Employee	Project Principal	Quality Manager	Sr. Project Manager/Engineer	Sr. Technical Engineer	Sr. Project Engineer	Project Engineer	EIT	Sr. CAD/GIS	CAD/GIS	Admin	Total Hours	Total Labor Effort	Total Expense Effort	McGray & McGray	Total Sub Effort	Total Effort	Assumptions
Task 12 - Record Drawings																		
12.1	Consultant will prepare Contract Record Drawings using the marked up red lines drawings provided by the Contractor during construction. Record drawing information will be based solely on the provided red line drawings and appropriate field documentation received from the Contractor and the CM&I group during construction site visits. Items associated with this work include:		8	8		8	8	16	40	40		128	\$ 17,720		\$ -	\$ -	\$ 17,720	
12.1.1	Prepare Record Drawings of the constructed project based on change order revisions and as built information provided by the contractor.											0	\$ -		\$ -	\$ -	\$ -	
12.1.2	Provide the Owner's Representative:											0	\$ -	\$ -	\$ -	\$ -	\$ -	
12.1.2.1	With one (1) set of Record Drawings in .pdf and .dwg electronic format.											0	\$ -	\$ -	\$ -	\$ -	\$ -	
12.1.2.2	The DWG file with the reference state plan coordinate system for use by ARWA.											0	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 13 - Corrosion Investigation, Data Collection and Design Support																		
13.1	Construction Phase Corrosion Services											0	\$ -		\$ -	\$ -	\$ -	
13.1.1	Attend a pre-commissioning site visit prior to testing				8		16	16				40	\$ 6,320	\$ 400	\$ -	\$ -	\$ 6,720	
13.1.1.1	Conduct an alignment walk-thru and develop punch list of deficient Items				8		40	40				88	\$ 13,280	\$ 400	\$ -	\$ -	\$ 13,680	
13.1.1.2	Check continuity and isolation along pipeline				8		40	40				88	\$ 13,280		\$ -	\$ -	\$ 13,280	
13.1.2	Commissioning/Testing											0	\$ -	\$ -	\$ -	\$ -	\$ -	
13.1.2.1	Attend and witness testing performed by contractor						16	16				32	\$ 4,640	\$ 400	\$ -	\$ -	\$ 5,040	
13.1.2.2	Prepare a Commissioning Report and develop post-commissioning punch list			4	8		16	16				44	\$ 7,300	\$ -	\$ -	\$ -	\$ 7,300	
Basic Services Total		6	48	512	354	397	782	396	72	40	24	2,631	\$ 479,710	\$ 5,700	\$ -	\$ -	\$ 486,610.00	
Supplemental Services																		
Task 14 - Supplemental Services																		
14.1	Survey											0	\$ -			\$ 50,898	\$ 119,347.91	
14.1.1	Verify/Reset horizontal and vertical control points for construction purposes			2			2		2			6	\$ 1,050	\$ -	\$ 48,474.20	\$ 50,897.91	\$ 51,947.91	Includes 5% subconsultant markup
14.2	General Construction Phase Services, which may include:	-	-	-	-	-	-	-	-	-	-	-	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	
14.2.1	Additional site visits.											0	\$ -			\$ -	\$ -	
14.2.2	Providing services to review or evaluate Contractor claims that are not due to causes within the control of Consultant.											0	\$ -			\$ -	\$ -	
14.2.3	Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor.											0	\$ -			\$ -	\$ -	
14.2.4	Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement.											0	\$ -			\$ -	\$ -	
14.2.5	Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the Contract Time.											0	\$ -			\$ -	\$ -	
14.3	Attend additional meetings in the vicinity of the project (5 meetings)			10	10	10	10	5				45	\$ 8,700	\$ -	\$ -	\$ -	\$ 8,700	
14.4	Review additional Submittals, RFIs, Alternates, Substitutions, RFPs, etc.			10	10	10	10	5				45	\$ 8,700	\$ -	\$ -	\$ -	\$ 8,700	
Supplemental Services Total		0	0	22	20	20	22	10	2	0	0	96	\$ 68,450	\$ -	\$ 48,474	\$ 50,898	\$ 119,347.91	
Grand Total		6	48	534	374	417	804	406	74	40	24	2,727	\$ 548,160	\$ 5,700	\$ -	\$ 50,898	\$ 605,957.91	

H.4 Consider adoption of Resolution 2021-09-22-007 adopting weighted scoring values for the selection criteria associated with the Authority's Competitive Sealed Proposals for the Phase 1B Program projects. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Alliance Water Board of Directors previously directed Staff to utilize the Competitive Sealed Proposal method for selection of construction contractors on the Phase 1B Program as it allows the Authority to select the firm that provides the best overall value to the Authority for a given project.

Three projects have been bid in 2021 by the Authority utilizing the CSP method and all three have utilize the same scoring matrix that is noted below:

- Proposal Price – 40 points
- Quality, Reputation and Ability to Complete Similar Projects on Schedule and Within Budget – 20 points
- Key Personnel – 15 points
- Project Approach – 15 points
- Safety Record – 5 points
- Historically Underutilized Business (HUB) Program Compliance Plan – 5 points

In the 87th Regular Texas Legislative Session, House Bill 2581 was passed and signed by Governor Abbot with an effective date of September 1, 2021. Among other changes the HB 2581 notes that for civil works projects the governmental entity may assign a weighted value less than 50 percent for the Price Proposal portion of the submission, only after the governmental body makes a determination that assigning the lower value is in the public interest. Furthermore, HB 2581 states that the price proposal weighting may not be less than 36.9 percent of the total weighted value.

Staff is requested the Board to adopt the attached resolution so that the current scoring matrix can continue to be utilized for the Authority's Phase 1B Program projects.

Attachment(s)

- Resolution 2021-09-22-007

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-007 adopting weighted scoring values for the selection criteria associated with the Authority's Competitive Sealed Proposals for the Phase 1B Program projects.



ALLIANCE WATER

RESOLUTION NO. 20210922-007

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE WEIGHTED VALUES FOR SELECTION CRITERIA TO BE UTILIZED WITH COMPETITIVE SEALED PROPOSALS ON THE AUTHORITY'S PHASE 1B PROJECTS; AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Authority") is in the process of developing a new water supply that includes multiple individual projects that collectively comprise the Phase 1B Program.

2. The Authority has chosen to utilize the Competitive Sealed Proposal ("CSP") method for selection of construction contractors for its Phase 1B Program.

3. In the 87th Regular Texas Legislative Session, House Bill 2581 (the "Bill") was passed and signed by Governor Abbott, with an effective date of September 1, 2021. Among other changes, the Bill amended Section 2269.153 of the Texas Government Code to modify how government entities such as the Authority may assign a weighted value to bidders' proposed prices for "civil works projects" (as that term is defined by Section 2269.351 of the Texas Government Code) when using the CSP method. Specifically, if the price criteria is assigned a weighted value less than 50 percent of the total weighted value of all selection criteria, then the governing body of the governmental entity must make a determination that assigning the lower value is in the public interest, provided that the weighted value to price may not be less than 36.9 percent of the total weighted value of all selection criteria.

4. In 2021, prior to September 1st, the Authority issued three requests for proposals utilizing the CSP method for Phase 1B Program projects. The Authority desires to utilize the same weighted values for the future Phase 1B projects because the Authority's Board of Directors has considered and determined that these weighted values provide better overall value to the Authority given the unique timeline and requirements of the Phase 1B Program and, therefore, are in the public interest. The desired selection criteria and weighted values are as follows:

- Proposal Price – 40 points
- Quality, Reputation and Ability to Complete Similar Projects on Schedule and Within Budget – 20 points
- Key Personnel – 15 points
- Project Approach – 15 points
- Safety Record – 5 points
- Historically Underutilized Business (HUB) Program Compliance Plan – 5 points

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Authority adopts the selection criteria and weighted values noted above for all future Phase 1B Program projects as they result in the best overall value to the Authority and are therefore in the public interest.

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

ADOPTED: September 22, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

- H.5** Consider adoption of Resolution 2021-09-22-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP) for employee's health insurance for January 2022 through December 2022. ~ *Graham Moore, P.E., Executive Director*
-

Background/Information

Alliance Water currently provides employee insurance through the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP). In order to continue coverage next year (1/1/22 – 12/31/22) TML IEBP needs approval of the rerate form. TML IEBP is moving towards an electronic submission of forms, so the Executive Director is requesting the Board's authorization to prepare and submit all required documentation.

The Executive Director sought costs for other insurance options available on the open market for the Authority. The options were all presented to the Administrative Committee – all were more expensive than TML IEBP and provided inferior coverage.

The following rate changes are proposed by TMLIEBP:

- Employee Only Health: increase of \$28.02 per employee per month (7% increase)
- Employee + Family Health: increase of \$75.68 per month (7% increase)
- No changes to Dental, Vision or Basic Life and AD&D insurance for either Employees or Employee and Family.

Attachment(s)

- Resolution 2021-09-22-008

Administrative Committee Recommendation

- The Administrative Committee unanimously recommended continuation with TML IEBP for employee's health insurance with the same contribution rates as currently provided for in the Authority's Employee Manual.

Board decision needed:

- Adoption of Resolution 2021-09-22-008 authorizing the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the TML IEBP for employee's health insurance for January 2022 through December 2022.



ALLIANCE WATER

RESOLUTION NO. 20210922-008

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF THE AUTHORITY ALL NECESSARY DOCUMENTS TO CONTINUE PARTICIPATION IN THE TEXAS MUNIICIPAL LEAGUE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL FOR EMPLOYEE’S INSURANCE FOR JANUARY 2022 THROUGH DECEMBER 2021;

RECITALS:

1. The Alliance Regional Water Authority (Authority) currently provides employee insurance through the Texas Municipal League Intergovernmental Employee Benefits Pool (TML IEBP).
2. The TML IEBP requires participants to submit documents annually acknowledging the rerate form. The TML IEBP now requests that these documents be submitted online to improve efficiencies.
3. The Authority Board wishes to continue to provide health insurance to the Authority’s employees through TML IEBP, as it has done in the past.

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

SECTION 1. The Authority authorizes the Executive Director to execute on behalf of the Authority all necessary documents to continue participation in the TML IEBP for employee’s insurance for January 2022 through December 2022.

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

ADOPTED: September 22, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

H.6 Consider adoption of Resolution 2021-09-22-009 approving a Well Lease Agreement with Michael and Sharon Evans. ~ *Graham Moore, P.E., Executive Director*

Background/Information

In October 2019 the Authority was granted an amendment to its Operating Permit from the Gonzales County Underground Water Conservation District to produce Carrizo water from nine wells. Four of the wells are located on the Water Treatment Plant Property, with the other five wells located on private property owned by others.

As part of the Phase 1B Program the Authority wants to secure the rights to the individual well sites along with securing the easements for the well collection lines and access. The Authority wishes to first secure the easement rights for the two wells immediately to the east of the WTP Property on property owned by Michael and Sharon Evans.

The attached agreement was drafted and negotiated with the Evans in order to secure the rights. The same basic terms will be utilized with all future landowners where wells are to be located. Some of the basic terms of the agreement are:

- Sites are leased, now owned
- Lease rate is \$750 per month with an annual CPI adjustment
- Term is 50-years
- Agreement includes the required Sanitary Control Easements
- Format and structure are substantially similar to the Groundwater Development Agreements that are in place already with the landowners

Attachment(s)

- Well Lease Agreement with Michael and Sharon Evans

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-009 approving the Well Lease Agreement with Michael and Sharon Evans.

**WELL LEASE AGREEMENT
BETWEEN
ALLIANCE REGIONAL WATER AUTHORITY
AND
MICHAEL AND SHARON EVANS**

Alliance Regional Water Authority Reference No. 21-09-001-WLA

**WELL LEASE AGREEMENT
BETWEEN ALLIANCE REGIONAL WATER AUTHORITY AND
MICHAEL AND SHARON EVANS**

This well lease agreement (this “**Agreement**”) is entered into as of _____, 2021 (the “**Effective Date**”), between the Alliance Regional Water Authority, a political subdivision of the State of Texas (the “**Authority**”), and its successors and assigns, and **Michael and Sharon Evans** (the “**Landowners**”), and their heirs, administrators, successors and assigns, for the purposes and mutual benefits described in this Agreement. The Authority and the Landowners are referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”.

RECITALS

1. Description of Authority and Authority Project. The Authority was created as a conservation and reclamation district by the Legislature of the State of Texas. The Authority is the successor to the Hays Caldwell Public Utility Agency. The Authority is engaged in the development of water for supply to its sponsors, the City of Buda, the City of Kyle, the City of San Marcos and the Canyon Regional Water Authority, and is pursuing a project (the “**Authority Project**”) to develop groundwater.

2. Description of Real Property to be Leased. The Landowners own the real property described below (the “**Property**”) located in Caldwell County, Texas:

Area:	XXX Acres
Legal Description:	See the description attached as Exhibit A

3. Groundwater District Regulations. The Authority’s Project is subject to the regulations of the Gonzales County Underground Water Conservation District (the “**District**”). The District has rules that require approvals or permits for groundwater development activities (including, without limitation, notices of test wells and permits for production wells and for transport of groundwater for use outside the District). The Parties acknowledge that the Authority will need to apply for and secure applicable approvals and permits from the District, and thereafter comply with the terms of the approvals and permits, to make use of the Authority’s rights under this Agreement and to develop the Authority Project.

4. Well Facilities. Water wells, water lines, pumps, drain valve assemblies, air releases, shutoff valves, control valves, meters, communication lines, electrical facilities and related equipment and appurtenances, route markers, and all other above-ground and below-ground appurtenances deemed by the Authority to be necessary or desirable for the production of groundwater from the Property are hereby referred to as the “**Well Facilities**”. The attached Exhibit B provides a general layout for the Well Facilities. The Authority agrees to only utilize submersible wells on the Property and will limit the height of any structure on the Property so as not-to-exceed 20-feet in height. The Authority further agrees that no buildings will be erected on the Property. The equipment noted above will be enclosed in a chain-link fence with 3-strand barbed wire.

AGREEMENT

In consideration of the mutual promises, obligations, and benefits to be derived by the Parties under this Agreement, and the receipt of Ten Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties agree as follows:

Section 1. Lease of Real Property Rights for Water Well Development.

A. Lease Rights. Effective as of the Effective Date, the Landowners hereby lease, let and demise to the Authority, for the Term of this Agreement as specified in Section 1.B below, the following:

A lease upon, within, over, under and across the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, herein referred to as the “**Lease Rights**”. The purposes for this lease is for the installation, operation, maintenance and reconstruction of the Well Facilities. The lease includes the provisions to: 1) to drill and equip water wells, 2) excavate for, place, lay, construct, install, operate, maintain, replace, relocate, upgrade, remove and repair the Well Facilities, and all activities necessary and incidental to constructing, operating and maintaining the Well Facilities all activities necessary and incidental to constructing, operating and maintaining access ways and related drainage improvements.

B. Term of Agreement Defined. The term of this Agreement is a fifty-year term beginning on the Effective Date. The Parties may renew this Agreement for one or more renewal terms thereafter with the mutual consent of both Parties.

C. Notice Prior to Construction Activities. The Authority agrees to provide written notification to the Landowners at least 90 days prior to the commencement of construction activities on the Property.

Section 2. Reserved Rights of the Landowners. The Landowners specifically reserve unto themselves and their heirs, administrators, successors and assigns the following:

A. Use and Possession. The exclusive rights of occupancy, use and possession of the Property for any and all purposes, except as expressly transferred to the Authority under this Agreement, or as specifically limited or prohibited in this Agreement.

B. Oil, Gas and Minerals. Any and all oil, gas and other minerals, including but not limited to gas strata, uranium and other fissionable materials.

Section 3. Regulatory Approvals. The Parties acknowledge that the Authority’s development of wells under this Agreement will require approvals from regulatory entities, including the District, and they acknowledge that the approvals generally consist of notices of test wells, permits for drilling and production of groundwater. The Landowners agree to support and cooperate with the Authority to secure the needed approvals in response to requests by the Authority. Such support may include, without limitation, executing forms and certifications, providing affidavits as to relevant facts, and attending meetings and hearings related to the Authority’s application for permits or other approvals. The Authority will reimburse the Landowners for reasonable mileage and per-diem expenses incurred by the Landowners when asked by the Authority to provide such support. If it is necessary for Landowners to obtain any

permits or approvals that relate solely to the Authority's production of groundwater, the Authority will pay all reasonable costs incurred by the Landowners in connection with applying for and maintaining the permits and approvals.

Section 4. Authority Payments to the Landowners.

A. Lease Payments. The Authority agrees to make monthly lease payments to the Landowners. Payments will be due on the 30th day after the end of the period for which a payment is to be made. The amount of these payments will be \$750 per month per well site, for a total of \$1,500 per month.

B. Annual Rate Adjustment. Beginning on the January 1st that follows the first full year of this Agreement, and as of each January 1st thereafter during the term of this Agreement, the rate per well site to be paid will be adjusted based on the increase, if any, (but not on any decrease) in the most recently published 12-month change in the Consumer Price Index for All Urban Consumers, or a similar successor index. The Authority will provide a calculation of this change each year to the Landowners.

C. Favored Nations. The Authority agrees that if it voluntarily enters into a Well Lease Agreement with another landowner within a 10-mile radius of the well sites, that includes a higher lease payment per well for Carrizo Aquifer water than the payment rate per well in effect under this Agreement, the Authority will notify the Landowners of the lease payment rate to be paid to the other landowner, and the Authority will thereafter make royalty payments to the Landowners under this Agreement at the same rate paid to the other landowner.

D. Payment Procedure. The Authority agrees to make all payments to the Landowners under this Agreement as follows, unless a different process is described in this Agreement for a specific matter. As a condition for any other method of payment, the Landowners agree to deliver to the Authority written instructions executed by all of the Landowners, the taxpayer identification numbers of each of the Landowners, and any other information reasonably needed by the Authority to make payments.

The Authority will make all payments under this Agreement electronically to University Federal Credit Union, deposit to the account of Michael or Sharon Evans

Section 5. Representations and Warranties of the Landowners. The Landowners represent, warrant and covenant to the Authority as follows:

A. Ownership. As of the Effective Date, the Landowners are, to the best of their knowledge the owners of the Property, subject to any and all easements, restrictions, and mineral and royalty reservations and conveyances, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect and shown of record in the Official Property Records of Caldwell County, Texas or readily apparent on the surface. The Landowners bind themselves and their heirs, executors, administrators and assigns to warrant and forever defend all and singular the Lease Rights to the Authority and the Authority's successors and assigns during the term of this Agreement against anyone claiming or to claim the Lease Rights or any part thereof by, through, or under the Landowners, but not otherwise. The Landowners agree to cooperate with the Authority and to take all actions reasonably requested by the

Authority to ensure that the Authority holds the Lease Rights throughout the term of this Agreement.

B. Authorization and Validity of Agreement. The Landowners have obtained all approvals and authorizations needed for the execution and delivery of this Agreement, and the Landowners have the full right, power, legal capacity and authority to execute, deliver and perform this Agreement, and upon execution and delivery, this Agreement constitutes the valid and legally binding obligation of the Landowners, enforceable against the Landowners in accordance with its terms.

C. Litigation and Claims. As of the Effective Date, there are no judgments, court orders or injunctions which may affect the Property or the Lease Rights or the Landowners' performance of this Agreement, and there is no legal or administrative proceeding pending or threatened against or relating to the Landowners, the Property or the Lease Rights that may adversely affect the Property or the Lease Rights or the Landowners' performance of this Agreement. The Landowners will notify the Authority immediately of any such actions which arise after the Effective Date.

D. Compliance with Laws. The Landowners are in compliance with all applicable laws and regulations related to the Property and the Lease Rights.

E. Environmental Conditions. To the best of the Landowners' knowledge:

1. There are no hazardous materials on or within the Property, other than hazardous materials commonly used on a ranch in connection with grazing, livestock, and farming operations;
2. Hazardous materials have not been released, stored or used on the Property in a manner that violates any applicable law or regulation;
3. There are no pending or threatened environmental claims against the Landowners or any other person related to the Property;
4. The Landowners have not received any notice that they are or may be potentially responsible parties with respect to any environmental condition related to the Property; and
5. There are not now, and there never have been, any underground storage tanks located on the Property.

F. Taxes. All taxes and assessments due and payable with respect to the Property have been paid or are being contested in good faith by appropriate proceedings.

G. Disclosure. All representations of the Landowners in this Agreement are true and correct, and Landowners have disclosed to the Authority all material adverse facts related to the Property to the best of the Landowners' knowledge.

Section 7. Representations and Warranties of the Authority. The Authority represents, warrants and covenants to the Landowners as follows:

A. Existence and Good Standing. The Authority is duly organized and validly existing under the laws of the State of Texas, and has the power and authority to own interests in real property and to develop the Authority Project.

B. Authorization and Validity of Agreement. The Authority has obtained all approvals and authorizations needed for the execution and delivery of this Agreement, and the Authority has the full right, power, legal capacity and authority to execute, deliver and perform this Agreement, and upon execution and delivery, this Agreement constitutes the valid and legally binding obligation of the Authority, enforceable against the Authority in accordance with its terms.

C. Litigation and Claims. As of the Effective Date, there are no judgments, court orders or injunctions which may affect the Authority's performance of this Agreement, and there is no legal or administrative proceeding pending or threatened against or relating to the Authority that may adversely affect the Authority's performance of this Agreement. The Authority will notify the Landowners immediately of any such actions which arise after the Effective Date.

D. Disclosure. All representations of the Authority in this Agreement are true and correct.

Section 8. Activities of the Landowners on the Property. The Landowners activities on the Property are subject to the Sanitary Control Easement.

Section 9. Taxes.

A. Tax Payments. Each Party will pay all taxes, assessments, fees and other similar obligations as they become due in connection with its respective interests in the Property and the Lease Rights, including those arising out of this Agreement, except that a Party may contest the obligation by appropriate proceedings in good faith and in a diligent manner. If the Landowners fail to pay any such obligation when due and the failure may adversely effect the Authority's rights under this Agreement, the Authority will have the right, but not the obligation, to pay the obligation and offset the amount paid against any payment due from the Authority to the Landowners. As of the Effective Date, the Parties acknowledge that the Authority, as a governmental entity, is generally exempt from the payment of ad valorem and sales taxes.

B. Appraisal District Valuation Increases. If the Authority's Utility Facilities on the Property cause the tax appraisal district to significantly increase the value of the Property, the Authority and Landowner agree to protest the increase in valuation. If the protest to the appraisal district is denied, then the Authority will pay the Landowner the difference between the current year's tax obligation for the Property and the prior year's tax obligation for the Property.

Section 10. Liens. Each Party agrees that it will not grant, permit or allow any lien or security interest to be filed or created against the Property or the Lease Rights unless the lien or security interest is subject and subordinate to this Agreement.

Section 11. Damage or Condemnation.

A. Damage or Condemnation of Authority Facilities. If the Authority's continued operation of the facilities used for production of groundwater from the Well Facilities is affected by fire, storm, flooding or other casualty, or by an act of condemnation (or a transfer under threat of condemnation), the Authority will give written notice to the Landowners as soon as reasonably possible. Within 90 days after the damage occurs or the condemnation (or transfer) is final, the Authority will determine in

its discretion if the use of the Well Facilities can continue or, after repair or restructuring, resume to the Authority's satisfaction, and the Authority will notify the Landowners of this determination. If the Authority determines the use of the Authority Facilities can be continued or resumed after repair or restructuring, this Agreement will continue in full force and effect, and the Authority will diligently proceed to perform any needed repairs or restructuring. If the Authority determines the use of the Well Facilities could not be continued or resumed after repair or restructuring, the Authority may terminate this Agreement. The Authority, in any event, will be entitled to any portion of a condemnation award or payment that represents the value of or damages to the Lease Rights.

B. Condemnation of Landowners' Interests in the Property. If the Landowners receive notice that any portion of the Property is proposed to be taken by an act of condemnation, the Landowners will give written notice to the Authority as soon as reasonably possible, and the Landowners will notify the condemning authority of the Authority's interests in the Property under this Agreement. The Landowners will be entitled to all proceeds of a condemnation award or payment other than the value of or damages to the Authority's interest in the Lease Rights under this Agreement.

Section 12. Default and Remedies.

A. In General. If a Party fails to comply with any provision of this Agreement, and the failure continues for a period of 30 days after receiving notice of the failure from the other Party, then the other Party may pursue all remedies available to it at law or in equity, including a claim for damages, or a claim for specific performance, subject to limitations on remedies contained in this Agreement.

B. Default in Lease Payments. If the Authority fails to make a lease payment required under this Section 4.B above by the due date, the Landowners or their representative may provide written notice of default to the Authority. In the event the Authority fails to make the payment within 30 days of the receipt of the notice, the Landowners or their representative may immediately terminate this Agreement. If a bona fide disagreement exists between the Parties as to the amount of any payment, the Authority will pay the amount not in dispute to the Landowners. Before proceeding in any action in a court having jurisdiction over the dispute, the Landowners will deliver a written request for mediation of the dispute to the Authority. The Parties will attempt to agree to a mediator within thirty (30) days of the date of the request for mediation. In the event the Parties cannot agree on a mediator within such 30-day period, each Party shall select a mediator and the two mediators selected by the Parties shall then select the mediator for the dispute within sixty (60) days of the date of the request for mediation. The Parties will mediate the dispute in good faith, and each Party agrees to pay one-half of the expenses related to the mediation. If the dispute is not resolved within 120 days of the date of the Landowners' written request for mediation, then the Authority may tender the amount in dispute into the registry of a court of appropriate jurisdiction by a bill of interpleader or other appropriate pleading. If the Authority fails to tender the amount in dispute to the court within 150 days of the date of the Landowners' written request for mediation, then the Landowners or their representative may immediately terminate this Agreement.

C. Landowners' Right to Terminate. The right of the Landowners to terminate this Agreement will be limited to defaults in royalty payments described in Section 12.B above.

D. Authority's Right to Terminate. The Authority may terminate this Agreement at any time after the tenth anniversary of the Effective Date, for any reason by providing written notice to the Landowners at least one year in advance of the termination date. Termination by the Authority will not affect an obligation of a Party that accrues prior to the termination date.

E. Time for Cure of Default. If a default (other than a default in royalty payments described in Section 12.B above) cannot reasonably be cured within the 30 day period, the non-defaulting Party may not pursue remedies if the defaulting Party is reasonably and diligently attempting to cure the default and continues to do so until the default is cured.

F. No Incidental, Consequential or Exemplary Damages. Neither Party will be liable to the other Party for incidental, consequential or exemplary damages for any breach of this Agreement.

Section 13. Mediation of Disputes. In the event a dispute between the Parties under this Agreement cannot be resolved by negotiation, a Party may request that the dispute be submitted to mediation by written notice to the other Party. The other Party will accept or reject the request within 10 days after receiving it. If the other Party accepts the request, the Parties agree to promptly select a mediator, schedule a mediation meeting to occur within a reasonable time, attend the mediation meeting, and share equally the costs of the mediator.

Section 14. Execution of Release upon Termination. Within 60 days after the date of any termination of this Agreement, the Authority will execute and deliver to the Landowners a release of this Agreement. If the Authority is terminating this Agreement, the Authority may deliver the release (effective as of the date of termination) with the notice of termination.

Section 15. Abandonment of Utility Facilities. If the Authority Utility Facilities are not utilized for a continuous two (2) year period, ("Abandonment") following their initial commissioning, then the Landowner has the right to take ownership of the Utility Facilities and transfer the right to produce the groundwater with the Gonzales County Underground Water Conservation District. Alternatively the Landowner can require the Authority to plug and cap the well(s) in accordance with the Gonzales County Underground Water Conservation District requirements. Abandonment of the Utility Facilities by the Authority will trigger termination of this Agreement.

Section 16. Right of First Offer. If the Landowners decide to sell all or any portion of the leased Property, the Landowners will provide written notice to the Authority within five business days of the decision. The notice will include a description of the interest being offered, and an offer to sell the interest to the Authority. If the Authority, within 10 days, provides written notice to the Landowners that the Authority wishes to purchase the interest, the Parties agree to negotiate the sale and purchase of the interest in good faith for a period of 30 days. If the Parties do not execute an earnest money agreement within the 30-day period, then the Landowners will be free to offer the interest for sale to others. This Section does not apply to a foreclosure by the holder of a valid lien on the Property that is subject or subordinate to this Agreement.

Section 17. Assignment.

A. Assignment by the Authority. The Authority may assign its interests under this Agreement. The Authority will provide written notice to the Landowners of any such assignment. If the Authority assigns this Agreement, and the assignee assumes all rights and obligations of the Authority under this Agreement, the Authority will have no further obligation under this Agreement.

B. Assignment by the Landowners. The Landowners may assign this Agreement to any person or entity to which the Landowners convey title to the Property; the Landowners will provide written notice to the Authority of any such assignment and conveyance. The Landowners may otherwise assign all or a portion of their interests in any payments by the Authority under this Agreement only if the Landowners deliver to the Authority a written designation of a single person or firm to which the Authority will make payments under this Agreement.

C. Binding Effect on Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.

Section 18. Indemnity; Defense of Claims.

A. Indemnity Obligation. To the full extent authorized by law, each Party agrees to hold harmless, indemnify and defend the other Party from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney’s fees and litigation costs, arising out of the negligent acts or omissions of the indemnifying Party, or its officers, employees or agents in connection with this Agreement.

B. Notice. Each indemnified Party agrees to give prompt notice to the indemnifying Party upon discovery of facts giving rise to an indemnity obligation, including receipt of any demand, assertion, claim, action or proceeding from any third party. The notice will be provided in time to permit the indemnifying Party to investigate and defend against the claim and make a timely response, and it will include a request for indemnification.

C. Right to Contest and Defend. The indemnifying Party will be entitled to contest and defend against any claim for which indemnity is requested by the indemnified Party. The indemnified Party will have the right, but not the obligation, to participate in contesting and defending against the claim, and to be represented by counsel of its own choosing at its own cost and expense. The indemnifying Party will have full authority to determine all action to be taken with respect to a claim, as long as the indemnified Party is not required to undertake any obligation that involves any material expense.

D. Cooperation. The indemnified Party agrees to cooperate with the indemnifying Party and its counsel in contesting and defending against any claim, in asserting a counterclaim against the person asserting the claim, and in asserting a cross-claim against any person. The indemnifying Party will reimburse the indemnified Party for reasonable expenses incurred by the indemnified Party. The indemnifying Party will cooperate with the indemnified Party and its counsel in contesting and defending against any claim.

Section 19. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret a provision of this Agreement, the prevailing Party will be entitled to recover from the other Party reasonable attorney's fees and litigation costs.

Section 20. Force Majeure. If a Party's performance of an obligation under this Agreement is prevented or delayed by reason of any force majeure event, including but not limited to an act of God, flood, storm, earthquake, strike, riot, governmental regulation, fire or other casualty event, or any other event or condition beyond the control of the Party, the other Party agrees to a reasonable extension of time for the performance of the obligation. The Party having the obligation will notify the other Party of the force majeure event as soon as reasonably possible and will provide an estimate of the extension of time that will be needed for the performance of the obligation.

Section 21. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

Section 22. Waiver. The failure by a Party to enforce any provision of this Agreement on one or more occasions will not be deemed a waiver by that Party of the right in the future to demand strict compliance and performance of any provision of this Agreement. The Parties agree that any right or remedy for any default under this Agreement, except the right of the Landowners to receive payments as described in Section 4 above (which will not be subject to waiver), will be deemed to be conclusively waived unless asserted in a proper proceeding at law or in equity filed within three years after the occurrence of the default.

Section 23. No Hunting, Fishing or Consumption of Alcohol. The Authority, its agents, servants and employees will not hunt, fish or consume alcohol on the Property trespass on the Landowner's property, and Landowner may exclude from the property any person violating this provision.

Section 24. Addresses and Notice. Unless another method of notice is provided for under this Agreement for a specific matter, all notices will be delivered to a Party in person, by electronic means that are confirmed, or by certified mail based on the information set forth below. If a Party changes any of this information for notice purposes, the Party will provide written notice of the change to the other Party within five days of the change.

If to the Landowners:

Michael and Sharon Evans
1404 Wolf Run Road
Rosanky, TX 78953
Telephone: 830-540-4089
Mike Evans Cell Phone: 512-924-0201
Sharon Evans Cell Phone: 512-924-1284
Email: Dr.sharonevans@mail.utexas.edu

If to the Authority:
Executive Director
Alliance Regional Water Authority
630 East Hopkins Street
San Marcos, Texas 78666
Telephone: 512-294-3214
Email: gmoore@alliancewater.org

Section 25. No Third Party Beneficiaries; No Joint Venture. This Agreement will not be construed to create any rights in any third parties. The Parties are independent contractors with respect to their activities under this Agreement. This Agreement will not be construed as creating a partnership or a joint venture between the Parties.

Section 26. Governing Law and Venue. This agreement will be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal dispute arising under this agreement will be in Caldwell County, Texas. The term “will” is intended to be mandatory when used in this Agreement.

Section 27. Weekends and Holidays. If the last day of a time period or the last day for performance of an obligation under this Agreement falls on a weekend or legal holiday, the last day for period time period or performance will extend to the next day that is not a weekend or legal holiday.

Section 28. Captions and Headings. The captions and headings in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement.

Section 29. Sanitary Control Easements.

A. Execution. The Sanitary Control Easements attached to this Agreement as Exhibit B shall be executed by the Parties at the same time as this Agreement and will be recorded in the official public records at the Authority’s expense.

B. Termination. Within 60 days after the date of any termination or failure to renew this Agreement, the Authority will execute and deliver to the Landowners a release of the Sanitary Control Easements. If the Authority is terminating this Agreement, the Authority may deliver the release (effective as of the date of termination) with the notice of termination.

Section 30. Memorandum of Agreement. The Memorandum of Agreement attached to this Agreement as Exhibit C, and executed by the Parties at the same time as this Agreement, will be recorded in the official public records at the Authority’s expense. This Agreement will not be recorded.

Section 31. Entire Agreement; Amendments. This Agreement, exhibits and referenced attachments, constitutes the entire agreement between the Parties on this subject and supersedes all other proposals, presentations, representations, and communications, whether oral or written, between the Parties. This Agreement may be amended only by a written document that is duly approved and executed by all of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, in multiple counterparts, each of which will constitute an original, on this ____ day of _____, 2021.

[Signatures on following pages]

Landowners:

Michael Lee Evans

Sharon H. Evans

Acknowledgments

This instrument was acknowledged before me on _____, 2021 by Michael Lee Evans, known personally to me to be the person who subscribed this instrument.

Notary Public, State of Texas

This instrument was acknowledged before me on _____, 2020 by Sharon H. Evans, known personally to me to be the person who subscribed this instrument.

Notary Public, State of Texas

Alliance Regional Water Authority

By: _____
Chris Betz, Chair, Board of Directors

Acknowledgment

This instrument was acknowledged before me on _____, 2021 by Chris Betz, known personally to me to be the person who subscribed this instrument, on behalf of the Alliance Regional Water Authority.

Notary Public, State of Texas

EXHIBIT A
Legal Description of the Property

Easement Descriptions are Being Finalized

EXHIBIT B Typical Well Site Layout

NOTE:
REFER TO WELL HEAD DETAILS FOR PIPING LAYOUT

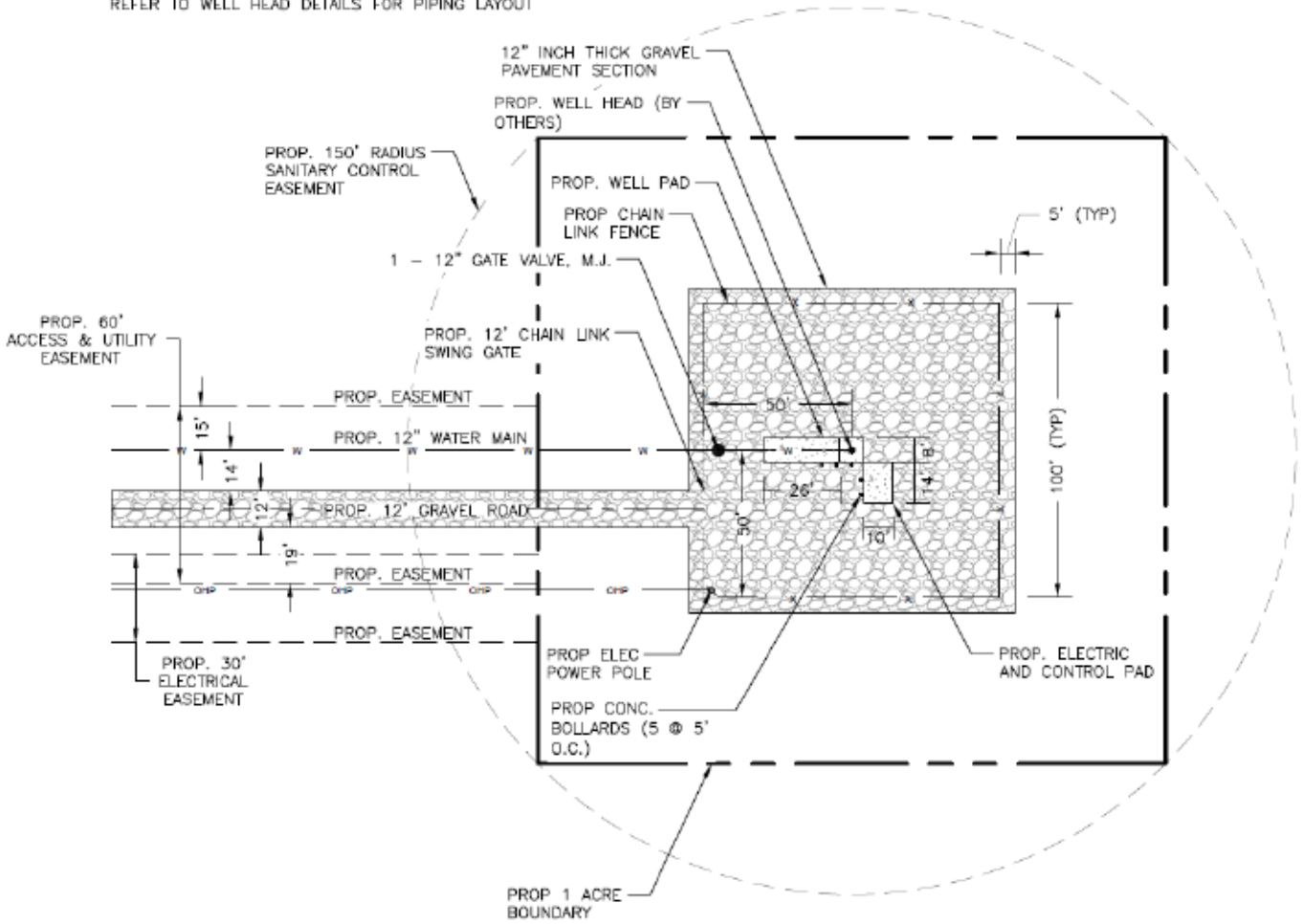


EXHIBIT C
Form of Sanitary Control Easement

DATE: _____, 2021

GRANTOR(S): Michael Lee Evans and Sharon H. Evans
GRANTOR'S ADDRESS: 1404 Wolf Run Rd., Rosanky, TX 78953

GRANTEE: Alliance Regional Water Authority
GRANTEE'S ADDRESS: 630 E. Hopkins, San Marcos, TX 78666

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at: Volume _____, Pages _____ of the Real Property Records of _____ County, Texas.

PROPERTY SUBJECT TO EASEMENT:

The property subject to the Sanitary Control Easement is described in the attached Exhibit A.

EXHIBIT C
Form of Sanitary Control Easement

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S) By:

Michael Lee Evans

Sharon H. Evans

Acknowledgments

This instrument was acknowledged before me on _____, 2021 by Michael Lee Evans, known personally to me to be the person who subscribed this instrument.

Notary Public, State of Texas

This instrument was acknowledged before me on _____, 2021 by Sharon H. Evans, known personally to me to be the person who subscribed this instrument.

Notary Public, State of Texas

EXHIBIT D
Form of Memorandum of Agreement

Memorandum of Well Lease Agreement

This Memorandum relates to a Well Lease Agreement (the "Agreement") entered into between the Alliance Regional Water Authority (the "Authority") and Michael and Sharon Evans (the "Landowners"), effective as of _____, 2021 (the "Effective Date"). The Agreement relates to the following tract of real property (the "Property") in Caldwell County, Texas:

Area:	50.00 Acres
Legal Description:	See the description attached as Exhibit A
Deed recording:	Document 2019-005171 Caldwell County Official Public Records

The Landowners and the Authority hereby agree as follows:

1. The Landowners and the Authority have entered into the Agreement, under which the Landowners have conveyed to the Authority well lease rights associated with the Property, including placement of infrastructure on the property.
2. The term of the Agreement begins on the Effective date and extends for a primary term of ten years and as long thereafter as the Authority compensates the Landowners in accordance with the Agreement.
3. The Landowners have in the Agreement granted to the Authority a Right of First Offer with respect to any proposed sale by the Landowners of a) all or any portion of the Property.
4. This Memorandum is intended to act only as the notice of the existence of the Agreement and its general terms and duration. To the extent the terms of this Memorandum may conflict with the terms of the Agreement, the terms of the Agreement will control

Landowners:

Alliance Regional Water Authority

By: _____
Chris Betz, Chair, Board of Directors

Acknowledgments

This instrument was acknowledged before me on _____, 2021 by Michael Lee Evans, known personally to me to be the person who subscribed this instrument.

Notary Public, State of Texas

This instrument was acknowledged before me on _____, 2021 by Sharon Evans, known personally to me to be the person who subscribed this instrument.

Notary Public, State of Texas

EXHIBIT D
Form of Memorandum of Agreement

This instrument was acknowledged before me on _____, 2021 by Chris Betz, known personally to me to be the person who subscribed this instrument, on behalf of the Alliance Regional Water Authority.

Notary Public, State of Texas



ALLIANCE WATER

RESOLUTION NO. 20210922-009

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING A WATER LEASE AGREEMENT WITH MICHAEL AND SHARON EVANS AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (“Authority”) has entered into groundwater lease agreements with landowners covering more than 17,000 surface acres of property in Caldwell and Gonzales counties.

2. The Authority has total permitted groundwater rights of 16,320 acre-feet per year. The Authority also has the locations of the wells to withdraw the water permitted with the groundwater districts.

3. Michael and Sharon (“Landowners”) own where the Authority has permitted well locations. The Landowners worked with the Authority to locate the wells and in negotiating the Well Lease Agreement authorizing the Authority to utilize the well sites.

4. The Authority Board of Directors wish to approve a well lease agreement with the Landowners and to use the agreement as the standard form for discussions with the other property owners where the Authority has permitted well locations.

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

PART 1. The Water Lease Agreement between the Authority and Michael and Sharon Evans is approved.

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

ADOPTED: September 22, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

H.7 Consider adoption of Resolution 2021-09-22-010 approving the assignment of relevant Possession and Use Agreement rights associated with the Phase 1B Program to the Guadalupe-Blanco River Authority. ~ *Graham Moore, P.E., Executive Director*

Background/Information

The Water Treatment and Transmission Agreement between the Authority and GBRA contemplated the need to assign the portion of “shared” easements to GBRA once the rights were acquired. In an effort to speed up the ability to gain possession of the property and therefore move forward with construction, the Authority has sought the Possession and Use Agreements (PUA) with landowners. The Agreement between ARWA and GBRA did not specifically contemplate assignment of rights under a PUA, so Staff is seeking that ability and asking that the authority to assign rights within the PUA be delegated to the Executive Director.

The initial PUA being considered for assignment is on a Well Field parcel – GBRA has let their raw water project and needs access and possession of the property as soon as possible in order to move forward with their project.

Attachment

- Resolution 2021-09-22-010.

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-010 approving the assignment of relevant Possession and Use Agreement rights associated with the Phase 1B Program to the Guadalupe-Blanco River Authority.



ALLIANCE WATER

RESOLUTION NO. 20210922-010

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVES THE ASSIGNMENT OF RELEVANT POSSESSION AND USE AGREEMENT RIGHTS ASSOCIATED WITH THE PHASE 1B PROGRAM TO THE GUADALUPE-BLANCO RIVER AUTHORITY AND RELATED MATTERS, AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority ("Authority") entered into a Water Treatment and Transmission Agreement ("Agreement") with the Guadalupe-Blanco River Authority ("GBRA") in June 2018. The Agreement covered the development, construction and operation of what is known as the Phase 1B Program. Among other items, the Agreement contemplated the need to assign portions of easements being obtained by the Authority to GBRA for the Phase 1B Program.

2. In an effort to expedite gaining the ability to construct the necessary projects on various properties, in some cases the Authority has entered, or is negotiating, Possession and Use Agreements ("PUAs") with landowners to give the right to construction the projects on the property while the other issues with the easements are being resolved.

3. The Agreement between the Authority and GBRA did not contemplate the need to assign rights under a PUA, however there are circumstances where GBRA needs to utilize property subject to a PUA and therefore needs the rights under the PUA assigned to them.

4. The Authority Board of Directors wish to approve the assignment of rights under PUAs to GBRA for those properties associated with the Phase 1B Program where GBRA needs to utilize the property subject to the PUA in a timely basis in order to construct GBRA's projects.

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

PART 1. The Authority Board of Directors approves the assignment of rights under Possession and Use Agreements to GBRA for those properties where GBRA needs possession in order to progress with their projects.

PART 2. The Authority's Executive Director, Graham Moore, is authorized to act on behalf of the Authority to execute all necessary documents to transfer the rights under Possession and Use Agreements to GBRA.

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

ADOPTED: September 22, 2021.

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

H.8 Discussion of legislative issues for the 87th Texas Legislature, and possible direction to Staff. ~ *Scott Miller / Jeff Hecker, Texas Solutions Group*

Background/Information

The third Special Session of the 87th Legislature is scheduled to begin on September 20th. The primary item on the agenda is re-districting, but some other holdovers from the regular and prior special sessions are up for consideration.

Staff will continue to monitor bills filed to determine if any will have impacts on the Authority. The special session can only last for 30 days unless extended by the Governor.

As requested by the Administrative Committee in 2020 and discussed with the Board in September 2020, the Authority is developing an RFQ for Governmental Relations services due to the number of years it has been since the last RFQ in this area. Staff is developing the RFQ and expects to issue it before the end of September.

Board Decision(s) Needed:

- Possible direction to Staff.

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

Background/Information

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

J.1 *Executive Session pursuant to the Government Code, Section 551.071 (Consultation with Attorney) and/or Section 551.072 (Real Property Deliberations) and/or Section 551.074 (Personnel Matters) regarding:*

- A. Water supply partnership options*
 - B. Groundwater leases*
 - C. Acquisition of real property for water supply project purposes*
 - D. Annual performance evaluation of Executive Director, Graham Moore, including the discussion of goals for the next fiscal year and possible compensation adjustments.*
-

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

- A. Water supply partnership options*
 - B. Groundwater leases*
 - C. Acquisition of real property for water supply project purposes*
 - D. Annual performance evaluation of Executive Director, Graham Moore, including possible adoption of goals for the next fiscal year and compensation adjustments.*
-

The Administrative Committee met twice in September to discuss the performance evaluation for Mr. Moore. Attached are the List of Accomplishments for the past year developed by Mr. Moore along with the draft goals for the next fiscal year.

The Administrative Committee Chair will advise on recommendations related to the performance review and possible compensation adjustments.

Attachment(s)

- Graham Moore's List of Accomplishments for FY 2020-21
- Graham Moore's Draft Goals for FY 2021-22

Board Decision(s) Needed:

- Possible action.

Graham Moore – Accomplishments for FY 2020-21

Below is a list of primary accomplishments by the Alliance Regional Water Authority in fiscal year 2020-21 under the direction of the Graham Moore as Executive Director:

1. Secured \$122 million in financing from the Texas Water Development Board for the continuation of the Phase 1B Program.
2. Completed construction of the Phase 1A Booster Pump Station Project and the Segment B Project.
3. Completed the Carrizo Well Drilling Project.
4. Awarded construction contracts for the Phase 1B Water Treatment Plant Project and the Booster Pump Station and Delivery Points Project.
5. Conducted a groundbreaking event for the Water Treatment Plant project.
6. Filed legislation (HB 2863) and had a hearing to allow for Alliance Water utilize Aquifer Storage & Recovery in the saline zone of the Edwards Aquifer.
7. Coordinated a water sharing agreement between County Line SUD and the City of San Marcos.
8. Coordinated with GVEC to locate the electrical substation required to provide power to the Water Treatment Plant and well field.
9. Coordinated the conclusion of the Monitoring Well Agreement with the Gonzales County Underground Water Conservation District that resulted in a refund to the entities that funded the agreement, including Alliance Water.
10. Led the selection and contracting with HVJ for materials testing on the Phase 1B Program.
11. Made presentations about Alliance Water to the International Right-of-Way Association and the Austin Area Contractors and Engineers Association.
12. Continued staff development to include performance reviews (twice annually), identifying opportunities for professional development and supporting additional licensing.
13. Identified the virtual meeting option available to Alliance Water that is available even beyond the Governor's Emergency Declaration.
14. Negotiated with Garney Companies to save \$977,000 on the Phase 1B Segment A project and identified additional savings to be considered during construction.



ALLIANCE WATER

Alliance Water- Executive Director Goals Through August 2022		
Goal:	Metric(s):	Result:
1) Develop analysis to aid Board in determining plan for operations of the Authority's water system.	a) Develop and present analysis monthly with goal of additional direction by the end of 2021. b) Provide additional information necessary to have Board make a determination by May 2022.	
2) Manage the Capital Budget for the Phase 1B Program and Continue Cost Savings, as Feasible.	a) Present the current budget status to the Technical Committee and Board monthly. b) Develop potential options for savings costs on the Program and present options for action(s).	
3) Water to be delivered to the Sponsors in 2023.	a) Provide updates at regular intervals to the Board on the scheduled progress of the overall Program. b) Have all Phase 1B Construction projects under contract by the end of FYE 22.	
4) Increased 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) Further develop system(s) to improve on-boarding of new Directors to the Board.	a) Setup small group meetings with a combination of new Directors and those with more tenure on the Board. b) Refine information/documents included in the New Board Member Notebooks.	

E. Consideration of Resolution 2021-09-22-011 approving a Purchase Agreement with Rancho de Galle Ltd. for a permanent pipeline easement on Parcel D055G.

Attachment(s)

- Resolution 2021-09-22-011

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-011.



ALLIANCE WATER

RESOLUTION NO. 20210922-011

A RESOLUTION OF THE ALLIANCE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS APPROVING THE PURCHASE AGREEMENT WITH RANCHO DE GALLE LTD. FOR A PERMANENT PIPELINE EASEMENT ON PARCEL D055G IN GUADALUPE COUNTY ASSOCIATED WITH THE AUTHORITY'S PHASE 1B PROJECT; AND DECLARING AN EFFECTIVE DATE

RECITALS:

1. The Alliance Regional Water Authority (the "Authority") made an initial offer to purchase an access easement on Parcel D055G on February 5, 2021 and a final offer was sent on July 2, 2021.
2. In August the landowner's attorney made a counter-offer to the terms of the permanent easement.

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

SECTION 1. The Authority accepts the landowner counter-offer for the terms and of the easement associated with Parcel D055G.

SECTION 2. The Authority's Executive Director, Graham Moore, is authorized to execute the Purchase Agreement upon final approval as to form by the Authority's Legal Counsel, Mike Gershon.

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

ADOPTED: September 22, 2021

ATTEST:

Chris Betz
Chair, Board of Directors

James Earp
Secretary, Board of Directors

- F. *Consideration of Resolution 2021-09-22-012 finding Public Convenience and Necessity for and authorizing the acquisition of certain water pipeline easements and temporary construction easements and certain fee estates for the Alliance Regional Water Authority, Phase 1B Water Line Project in connection therewith, over, across, upon and under certain privately owned real estate properties; authorizing all appropriate actions by the Board of Directors, staff, retained attorneys and engineering and technical consultants in the institution and prosecution of condemnation proceedings to acquire any such needed fee estates and easements and temporary construction easements and related rights of ingress and egress that cannot be acquired through negotiation; declaring further negotiations futile; ratifying and affirming all acts and proceedings heretofore done or initiated by employees, agents, and attorneys of ARWA to acquire such property interests including necessary acts for any applicable lienholders for such properties; authorizing all other lawful action necessary and incidental to such acquisitions or eminent domain proceedings to survey, specify, define, and secure the necessary interests in real property; declaring the sections of the resolution to be severable one from the other in the event any section of the resolution is determined to be invalid; establishing an effective date; and finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law.*
-

Attachment(s)

- Resolution 2021-09-22-012

Board Decision(s) Needed:

- Adoption of Resolution 2021-09-22-012.



ALLIANCE WATER

RESOLUTION NO. 20210922-012

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE ALLIANCE REGIONAL WATER AUTHORITY FINDING PUBLIC CONVENIENCE AND NECESSITY FOR AND AUTHORIZING THE ACQUISITION OF CERTAIN WATER PIPELINE EASEMENTS, TEMPORARY CONSTRUCTION, ACCESS, SANITARY CONTROL, AND ASSOCIATED EASEMENTS AND CERTAIN FEE ESTATES FOR SEGMENT “W” OF THE ALLIANCE REGIONAL WATER AUTHORITY, PHASE 1 B WATER LINE PROJECT IN CONNECTION THEREWITH, OVER, ACROSS, UPON AND UNDER CERTAIN PRIVATELY OWNED REAL PROPERTIES; AUTHORIZING ALL APPROPRIATE ACTION BY THE BOARD OF DIRECTORS, STAFF, RETAINED ATTORNEYS AND ENGINEERING AND TECHNICAL CONSULTANTS IN THE INSTITUTION AND PROSECUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE ANY SUCH NEEDED FEE ESTATES AND EASEMENTS AND TEMPORARY CONSTRUCTION, ACCESS, SANITARY CONTROL, AND ASSOCIATED EASEMENTS AND RELATED RIGHTS OF INGRESS AND EGRESS THAT CANNOT BE ACQUIRED THROUGH NEGOTIATION; DECLARING FURTHER NEGOTIATIONS FUTILE; RATIFYING AND AFFIRMING ALL ACTS AND PROCEEDINGS HERETOFORE DONE OR INITIATED BY EMPLOYEES, AGENTS, AND ATTORNEYS OF ARWA TO ACQUIRE SUCH PROPERTY INTERESTS INCLUDING NECESSARY ACTS FOR ANY APPLICABLE LIENHOLDERS FOR SUCH PROPERTIES; AUTHORIZING ALL OTHER LAWFUL ACTION NECESSARY AND INCIDENTAL TO SUCH ACQUISITIONS OR EMINENT DOMAIN PROCEEDINGS TO SURVEY, SPECIFY, DEFINE, AND SECURE THE NECESSARY INTERESTS IN REAL PROPERTY; DECLARING THE SECTIONS OF THE RESOLUTION TO BE SEVERABLE ONE FROM THE OTHER IN THE EVENT ANY SECTION OF THE RESOLUTION IS DETERMINED TO BE INVALID; ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, ALLIANCE REGIONAL WATER AUTHORITY (“ARWA”) hereby finds that public convenience and necessity require acquisition of permanent Pipeline and Right-of-Way Easements and, in some instances, temporary, access, and sanitary control easements (cumulatively, “Easements”) over, or fee simple title to certain tracts of land identified in the attached Exhibit being more specifically described by metes and bounds in Exhibit “A” for the public use to construct, reconstruct, operate, inspect, maintain and repair water transmission lines and related facilities and improvements within Segment “W” of Phase 1 B of the project (the “Project”); and

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

WHEREAS, ARWA has entered into agreements with Guadalupe-Blanco Regional Authority (“GBRA”) for the installation of certain water pipelines within the Easements respectively in support of the Project; and

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

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

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

WHEREAS, as provided for by Texas Water Code, Chapter 65, including Sections 65.201, and the Texas Special District Local Laws Code Chapter 11010, including Sections 11010.101, 11010.102 and 11010.103, the Board finds and determines that each of the parcels of land listed below, and more particularly described in the attached Exhibits (parcels), are necessary or convenient as a part of the system of water pipelines to be constructed, reconstructed, operated, inspected, maintained, or repaired and it is necessary to acquire the Easements and fee simple title in the parcels or such lesser property interests as set forth in the attached Exhibits as part of the Project; and

WHEREAS, the Board finds and determines that the water pipeline facilities to be constructed or improved on the parcels identified and listed below and those property interests acquired; and

WHEREAS, the Board finds and determines that condemnation of the parcels is required; and

WHEREAS, the initiation of condemnation proceedings for the parcels is adopted and authorized by a single order for the parcels, and this first vote by the Board applies to all of the parcels.

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

SECTION 1.

1. That in order to promote the public health, safety, and welfare, public convenience and necessity require ARWA's acquisition of Easements, fee simple interests, and any such lesser property interests for the public use for construction, reconstruction, operation, maintenance, inspection and repair of water transmission lines and appurtenances over those certain parcels of land described with particularity on Exhibit "A," attached and incorporated herein by reference as if fully set out.

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

a. Lay out the exact location of the land area needed for the necessary property interests described herein;

b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of easement rights and other rights necessary for the Project;

c. Enter upon any property necessary for the purpose of surveying and establishing title, to determine adequate compensation for the necessary land rights, and to conduct tests;

- d. Negotiate with the owners of any such properties for the purchase thereof;
- e. To purchase any necessary easements and rights-of-way on, over, under and across each of the Easements and execute all documents necessary to acquire such necessary land rights;
- f. Initiate eminent domain proceedings against the owner(s) of each of the Easements for acquisition thereof in the event the owner(s) fail to accept a bona fide offer to purchase each of the respective Easements; and
- g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.

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

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

PASSED AND APPROVED this the ____ day of September 2021.

ALLIANCE REGIONAL WATER AUTHORITY

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

ATTEST:

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

EXHIBIT "A"

<u>Parcel Number</u>	<u>Landowner</u>	<u>County</u>	<u>Survey</u>	<u>Abstract</u>	<u>Acres Owned</u>	<u>Property(ies)</u>
C050H	Alton E. Franke and Don Steven Franke, individually and as co-executors of the Estate of Evelyn Franke and Nancy Jo Franke Steadman, Janice Elaine Franke Williamson, and Rebecca Franke	Hayes	Daniel Downer	No. 151	76.00	2.145
C055H	Sheldon-Tanglewood, Ltd	Hayes	Daniel Downer and John King	No. 151 and No. 276	126.130	3.008
C090H	Uhland Plaza, LLC.	Hayes	John Stewart League	No. 14	35.00	0.028 – AC 0.719 – Tract 1 PE 0.600 – Tract 2 PE 0.588- Tract 1 TCE 1.117 – Tract 2 TCE
D033G	Michael Hathaway and Suzanne Hathaway	Guadalupe	Cyrus Campbell & Brothers	No. 8	10.892	0.316
D071G	Darlene Dietert McKee	Guadalupe	John Jones	No. 189	10.00	2.610

Parcel C050H

PARCEL C050H
 ALTON E. FRANKE & DON STEVEN FRANKE
 INDIVIDUALLY AND AS CO-EXECUTORS OF
 THE ESTATE OF EVELYN FRANKE AND
 NANCY JO FRANKE STEADMAN,
 JANICE ELAINE FRANKE WILLIAMSON
 AND REBECCA FRANKE
 HAYS COUNTY, TEXAS
 ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

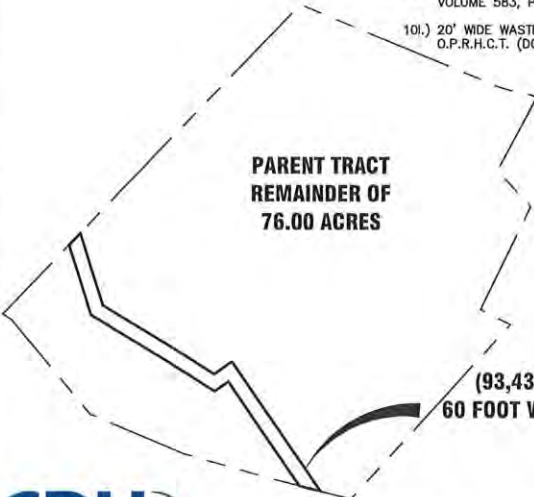
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
 OF# CTA-21-CTA1900895G
 ISSUE DATE: MARCH 15, 2019

- 10f.) EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, VOLUME 123, PAGE 614 D.R.H.C.T. (DOES NOT AFFECT)
- 10g.) EASEMENT TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, VOLUME 170, PAGE 139 D.R.H.C.T. (MAY OR MAY NOT AFFECT, INSUFFICIENT DESCRIPTION)
- 10h.) EASEMENT TO PLUM CREEK CONSERVATION DISTRICT, VOLUME 183, PAGE 279 D.R.H.C.T. CONFIRMED IN VOLUME 184, PAGE 306 D.R.H.C.T. (DOES AFFECT BLANKET BY NATURE)
- 10i.) 30' WIDE PIPELINE EASEMENT TO LOWER COLORADO RIVER AUTHORITY, VOLUME 254, PAGE 262 D.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10j.) 15' WIDE WATERLINE EASEMENT TO COUNTY LINE WATER SUPPLY CORPORATION VOLUME 268, PAGE 74 D.R.H.C.T. (DOES NOT AFFECT)
- 10k.) 20' WIDE PIPELINE EASEMENT TO ALL AMERICAN PIPELINE COMPANY VOLUME 583, PAGE 333 O.P.R.H.C.T. (DOES NOT AFFECT)
- 10l.) 20' WIDE WASTEWATER LINE EASEMENT TO THE CITY OF KYLE, VOLUME 3004, PAGE 276 O.P.R.H.C.T. (DOES AFFECT, AS SHOWN)



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

Date: Feb 04, 2021 2:13pm User: ID: mhufang
 File: G:\Projects\ARWA1800532-Alliance Water Survey\SEGMENT C TITLES - Hays County\C050H\EXHIBIT EASEMENT\C050H_P1.dwg



**Legal Description
2.145 Acre (93,436 Square Foot, more or less)
60 Foot Wide Permanent Easement**

BEING A 2.145 ACRE, 60 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE DANIEL DOWNER SURVEY, ABSTRACT NO. 151, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 76.00 ACRE TRACT OF LAND DESCRIBED IN PROBATE TO ALTON E. FRANKE & DON STEVEN FRANKE INDIVIDUALLY AND AS CO-EXECUTORS OF THE ESTATE OF EVELYN FRANKE AND NANCY JO FRANKE STEADMAN, JANICE ELAINE FRANKE WILLIAMSON AND REBECCA FRANKE, AS RECORDED IN CASE NO. 17-0272-P OF THE PROBATE RECORDS OF HAYS COUNTY, TEXAS AND BEING FURTHER DESCRIBED AS "THIRD TRACT" IN VOLUME 279, PAGE 565 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.T.). SAID 2.145 ACRE, 60 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3 inch steel fence post with a 1 inch iron stake found at its base, being an angle point in the common line of the remainder of that called 37.21 acre tract of land described as "First Tract" in deed to Alton J. Franke and wife, Evelyn B. Franke, as recorded in Volume 279, Page 565 of said D.R.H.C.T. and Lot 3, Block B of the Seton Hays County Subdivision, according to the Final Plat thereof, as recorded in Volume 14, Page 255 of the Plat Records of Hays County, Texas (P.R.H.C.T.). From which a 1 inch iron pipe found, being an angle point of said common line bears S 22° 49' 35" W, a distance of 161.18 feet;

THENCE N 75° 43' 59" W, along the common line of said 37.21 acre tract and Lot 3, passing at an approximate distance of 149.63 feet, the westerly common corner of said 76.00 and 37.21 acre tracts and continuing along the common line of said 76.00 acre tract and Lot 3, for a total distance of 281.56 feet, to a point for the southeast corner hereof and the **POINT OF BEGINNING**;

THENCE N 75° 43' 59" W, continuing along the common line of said 76.00 acre tract and Lot 3, a distance of 91.27 feet, to a point for the southwest corner hereof, lying in the east line of that called 30 foot wide pipeline easement to the Lower Colorado River Authority, as recorded in Volume 254, Page 262 of said D.R.H.C.T.;

THENCE leaving said common line, over and across said 76.00 acre tract, the following five (5) courses and distances:

1. N 34° 37' 39" W, along the east line of said 30 foot wide easement, a distance of 525.75 feet, to a point for corner;
2. S 55° 22' 21" W, leaving the east line of said 30 foot wide easement, a distance of 69.50 feet, to a point for corner, lying in the east line of that called 20 foot wide wastewater easement to the City of Kyle, as recorded in Volume 3004, Page 276 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.);
3. N 57° 54' 38" W, along the east line of said 20 foot wide easement, a distance of 251.45 feet, to a point for corner;
4. N 58° 54' 29" W, a distance of 356.32 feet, to a point for corner;
5. N 17° 46' 35" W, a distance of 305.18 feet, to a point for the northwest corner hereof, lying in the common line of said 76.00 acre tract and the remainder of that called 45.64 acre tract of land described in deed to Sunrise Village Investment, LLC, as recorded in County Clerks File Number 20032482 of said O.P.R.H.C.T. From which a 1 inch iron pipe found being an angle point in said common line bears S 44° 00' 44" W, a distance of 21.31 feet;

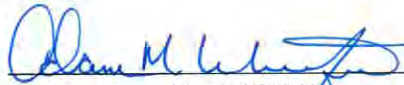
THENCE N 44° 00' 44" E, leaving the east line of said 20 foot wide easement, along the common line of said 76.00 and 45.64 acre tracts, a distance of 68.10 feet, to a point for the northeast corner hereof. From which a 1/2 inch capped iron rod found and stamped "ILL" being the common corner of that called 76.00, 45.64, that called 0.783 acre tract of land described in deed to the County of Hays, as recorded and in Volume 1214, Page 353 of said O.P.R.H.C.T. and that called 0.484 acre tract of land described in deed to the County of Hays, as recorded in Volume 1214, Page 357 of said O.P.R.H.C.T. bears N 44° 00' 44" E, a distance of 1321.62 feet;

THENCE leaving said common line, over and across said 76.00 acre tract, the following five (5) courses and distances:



1. S 17° 46' 35" E, a distance of 314.86 feet, to a point for corner;
2. S 58° 54' 29" E, a distance of 334.34 feet, to a point for corner;
3. S 57° 54' 38" E, a distance of 212.48 feet, to a point for corner;
4. N 55° 22' 21" E, a distance of 90.00 feet, to a point for corner;
5. S 34° 37' 39" E, a distance of 654.50 feet, to the **POINT OF BEGINNING** and containing 2.145 acres, more or less.

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



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

Date: 02-04-2021

February 4, 2021



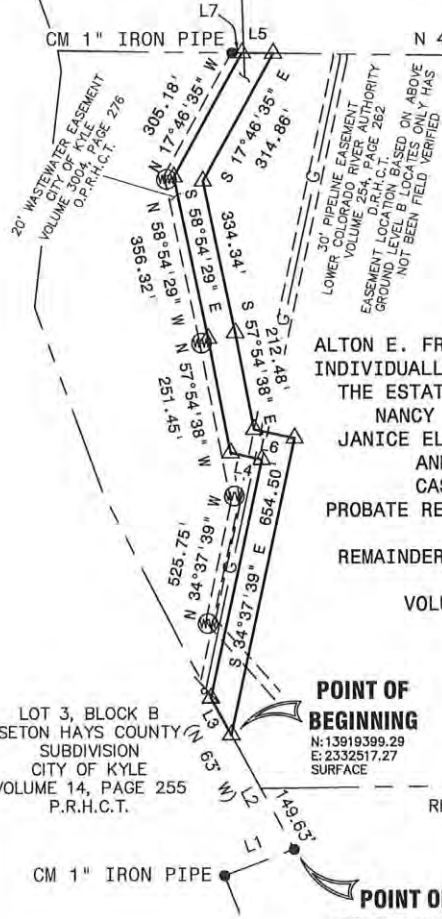
2.145 ACRES
(93,436 SQ FT, MORE OR LESS)
60 FOOT WIDE PERMANENT EASEMENT

CALLED 45.64 ACRES
SUNRISE VILLAGE INVESTMENT, LLC
INST. 20032482
O.P.R.H.C.T.

PARCEL C050H
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

0.783 ACRE
COUNTY OF HAYS
VOLUME 1214, PAGE 353
O.P.R.H.C.T.

CALLED 0.484 ACRE
COUNTY OF HAYS
VOLUME 1214, PAGE 357
O.P.R.H.C.T.



LINE	BEARING	DISTANCE
L1	S 22°49'35" W	161.18'
L2	N 75°43'59" W	281.56'
L3	N 75°43'59" W	91.27'
L4	S 55°22'21" W	69.50'
L5	N 44°00'44" E	68.10'
L6	N 55°22'21" E	90.00'
L7	S 44°00'44" W	21.31'

ALTON E. FRANKE & DON STEVEN FRANKE
INDIVIDUALLY AND AS CO-EXECUTORS OF
THE ESTATE OF EVELYN FRANKE AND
NANCY JO FRANKE STEADMAN,
JANICE ELAINE FRANKE WILLIAMSON
AND REBECCA FRANKE
CASE NO. 17-0272-P
PROBATE RECORDS HAYS COUNTY TEXAS
DESCRIBED
REMAINDER OF CALLED 76.00 ACRES
THIRD TRACT
VOLUME 279, PAGE 565
D.R.H.C.T.

DANIEL DOWNER SURVEY
ABSTRACT NO. 151

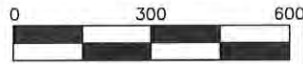
REMAINDER OF CALLED 37.21 ACRES
FIRST TRACT
ALTON J. FRANKE AND WIFE,
EVELYN B. FRANKE
VOLUME 279, PAGE 565
D.R.H.C.T.

LOT 3, BLOCK B
SETON HAYS COUNTY
SUBDIVISION
CITY OF KYLE
VOLUME 14, PAGE 255
P.R.H.C.T.

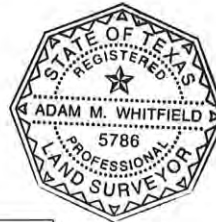
**POINT OF
BEGINNING**
N: 13919399.29
E: 2332517.27
SURFACE

**POINT OF
COMMENCING**
CM 3" STEEL POST, WITH
1" IRON STAKE AT BASE

SCALE: 1"=300'



- LEGEND
- △ = Calculated Point
 - = Found Boundary Monument, as Noted
 - ⊙ = Wastewater Manhole
 - ⊕ = Gas Pipeline Sign
 - G = Gas Pipeline
 - = Proposed Permanent Easement
 - - - = Adjoining Boundary (approx.)
 - = Abstract Line (approx.)
 - O.P.R.H.C.T. = Official Public Records
Hays County, Texas
 - P.R.H.C.T. = Plat Records Hays
County, Texas
 - D.R.H.C.T. = Deed Records Hays
County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument



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

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January, 2020 the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Date: February 4, 2021

ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 4 of 4

WORK ORDER ARWA1800532 DIGITAL FILE C050H Easement.dwg Revision # XX DRAWN BY MDH

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Date: Feb 04, 2021, 2:14pm User: dmitchell File: G:\Projects\ARWA1800532-Alliance Water\Survey\ESASMENT C TITLES - Hays County\C050H\ESASMENT C050H_P5.dwg

Parcel C055H

**PARCEL C055H
SHELDON-TANGLEWOOD, LTD.
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B**



LOCATION MAP
NOT TO SCALE

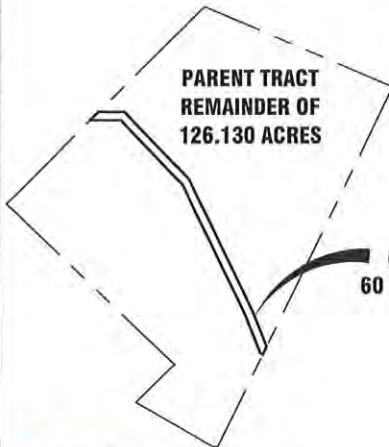
NOTES:

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2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF, THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
GF# CTA-21-CTA1900701G
ISSUE DATE: MARCH 8, 2019

- 10f.) 30' WIDE PIPELINE EASEMENT TO LOWER COLORADO RIVER AUTHORITY, VOLUME 254, PAGE 257 D.R.H.C.T. (DOES NOT AFFECT SUBJECT TRACT, BUT DOES AFFECT PARENT TRACT)
- 10g.) 20' WIDE UNDERGROUND EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY, VOLUME 261, PAGE 465 D.R.H.C.T. (DOES NOT AFFECT)
- 10h.) 20' WIDE EASEMENT FOR MANHOLE TO SOUTHWESTERN BELL TELEPHONE COMPANY, VOLUME 261, PAGE 520 D.R.H.C.T. (DOES NOT AFFECT)
- 10i.) DRAINAGE EASEMENT AGREEMENT VOLUME 2779, PAGE 716 O.P.R.H.C.T. (DOES NOT AFFECT SUBJECT TRACT, BUT DOES AFFECT PARENT TRACT)
- 10j.) 60' WIDE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC, VOLUME 2859, PAGE 48 O.P.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10k.) 20' WIDE WASTEWATER EASEMENT TO THE CITY OF KYLE, VOLUME 3168, PAGE 503 O.P.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10l.) 25' WIDE PUE TO PEDERNALES ELECTRIC COOPERATIVE, INC, VOLUME 4259, PAGE 812 O.P.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10m.) CITY OF KYLE ORDINANCE NO. 188, ANNEXATION OF 186.309 ACRE TRACT DESCRIBED IN VOLUME 245, PAGE 623, RECORDED IN VOLUME 548, PAGE 212 O.P.R.H.C.T. (DOES AFFECT)
- 10n.) SLOPE EASEMENT AND RESTRICTIVE COVENANTS VOLUME 2779, PAGE 688 O.P.R.H.C.T. (DOES NOT AFFECT)
- 10o.) DEVELOPMENT AGREEMENT, VOLUME 3197, PAGE 426 O.P.R.H.C.T. (DOES NOT AFFECT)
- 10p.) UNILATERAL MEMORANDUM OF LEASE AGREEMENT VOLUME 3746, PAGE 833, VOLUME 2495, PAGE 694, VOLUME 3197, PAGE 416 O.P.R.H.C.T. (DOES NOT AFFECT)



**3.008 ACRE
(131,028 SQ. FT. MORE OR LESS)
60 FOOT WIDE PERMANENT EASEMENT**



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

PAGE 1 of 4

Date: Nov 12, 2020, 8:35am User: G:\mshelling File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C055H\EXHIBIT EASEMENT\C055H_PE.dwg

WORK ORDER ARWA1800532 DIGITAL FILE C055H Easement.dwg REVISION # XX DRAWN BY MDH

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Legal Description
3.008 Acre (131,028 Square Foot, more or less)
60 Foot Wide Permanent Easement

BEING A 3.008 ACRE, 60 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE DANIEL DOWNER SURVEY, ABSTRACT NO. 151, AND THE JOHN KING SURVEY ABSTRACT NO. 276, AND BEING A PORTION OF THE REMAINDER OF THAT CALLED 126.130 ACRE TRACT OF LAND DESCRIBED AS "TRACT 1" IN DEED TO SHELDON – TANGLEWOOD, LTD, AS RECORDED IN VOLUME 2495, PAGE 677 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.T.). SAID 3.008 ACRE, 60 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch capped iron rod found and stamped "LIA" for the northeast corner hereof, lying in the northwest line of said 126.130 acre tract and being the southerly common corner of the remainder of that called 185.77 acre tract of land described as "Tract 4" in deed to Mountain Plum, LTD, as recorded in Volume 2297, Page 139 of said O.P.R.H.C.T. and the westerly Right of Way (ROW) line of Marketplace Avenue (80 foot wide ROW). From which a 1/2 inch capped iron rod found and stamped "LIA" being the easterly common corner of said 126.130 acre tract and Marketplace Avenue ROW bears N 46° 04' 39" E, a distance of 109.03 feet;

THENCE leaving said common line, over and across said 126.130 acre tract, the following four (4) courses and distances:

1. N 90° 00' 00" E, a distance of 187.39 feet, to a point for corner, lying in the southwest line of that called 20 foot wide Wastewater Easement to the City of Kyle, as recorded in Volume 3168, Page 503 of said O.P.R.H.C.T.;
2. S 44° 05' 00" E, along the southwest line of said 20 foot wide Wastewater Easement and a southeasterly extension thereof, a distance of 673.41 feet, to a point for corner;
3. S 26° 16' 17" E, a distance of 1,034.05 feet, to a point for corner;
4. S 22° 22' 15" E, a distance of 267.15 feet, to a point for the southeast corner hereof, lying in the common line of said 126.130 acre tract and that called 0.055 acre tract of land described in deed to the County of Hays, as recorded in Volume 2941, Page 666 of said O.P.R.H.C.T. also being the northwesterly ROW line of Kyle Crossing (Variable width ROW). From which a 1/2 inch iron rod found being the northerly common corner of said 126.130 and 0.055 acre tracts bears N 26° 24' 35" E, a distance of 246.80 feet;

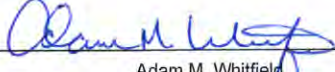
THENCE S 24° 00' 27" W, along the common line of said 126.130 and 0.055 acre tracts, a distance of 72.65 feet, to a point for the southwest corner hereof, lying in the northeast line of said 20 foot wide Wastewater Easement;

THENCE leaving said common line, over and across said 126.130 acre tract, the following five (5) courses and distances:

1. N 61° 30' 14" W, along the northeast line of said 20 foot wide easement, a distance of 11.73 feet, to a point for corner;
2. N 22° 22' 15" W, continuing along the northeast line of said 20 foot wide easement, a distance of 306.13 feet, to a point for corner;
3. N 26° 16' 17" W, continuing along the northeast line of said 20 foot wide easement and a northwesterly extension thereof, a distance of 1,022.60 feet, to a point for corner;
4. N 44° 05' 00" W, a distance of 638.59 feet, to a point for corner;
5. N 90° 00' 00" W, a distance of 224.28 feet, to a point for the northwest corner hereof, lying in the common line of said 126.130 and 185.77 acre tracts. From which a 1/2 inch capped iron rod found and stamped "BCG" being the southwest corner of said 185.77 acre tract bears S 46° 04' 39" E, a distance of 2,837.34 feet;

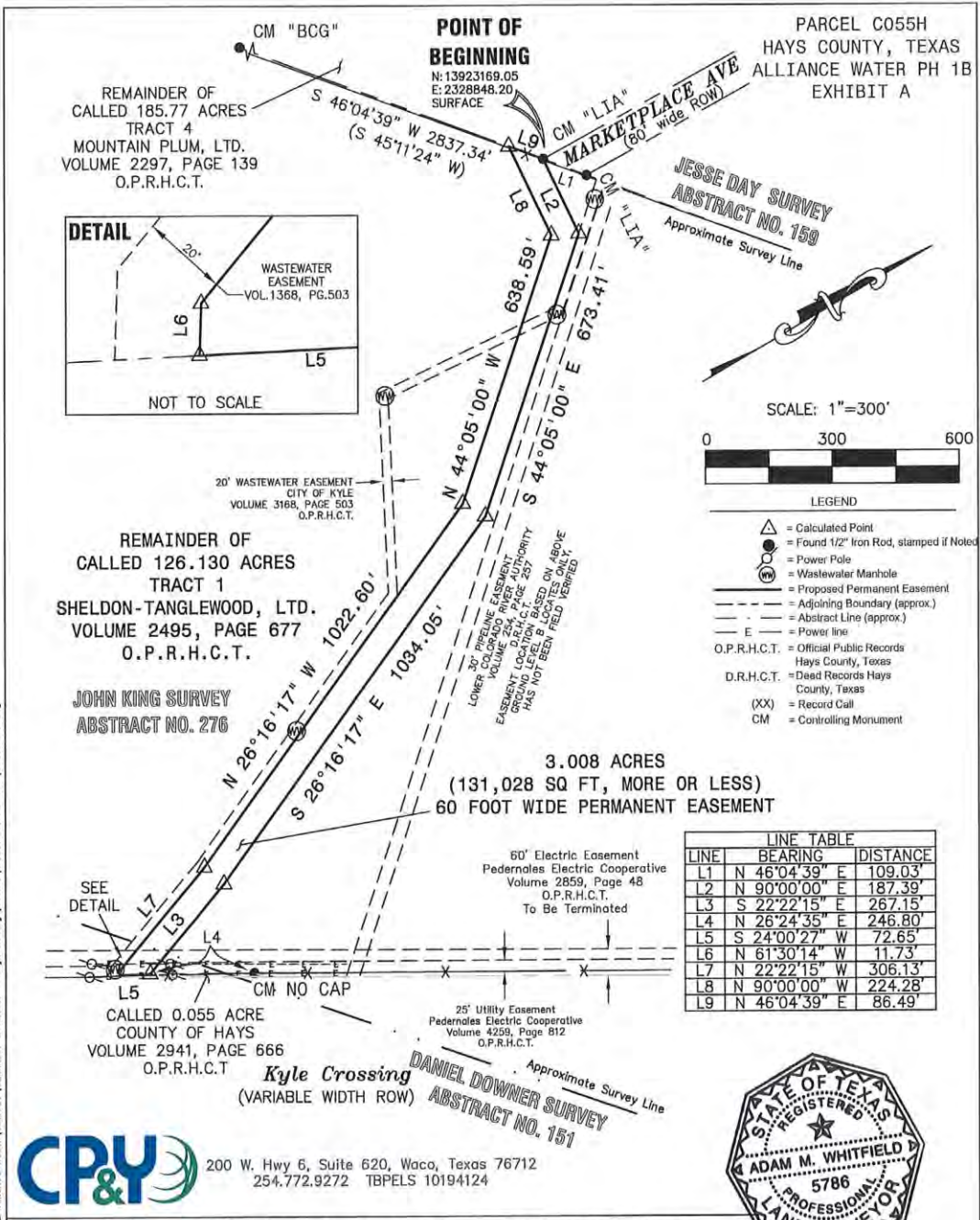
THENCE N 46° 04' 39" E, along the common line of said 126.130 and 185.77 acre tracts, a distance of 86.49 feet, to the POINT OF BEGINNING and containing 3.008 acres, more or less.

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

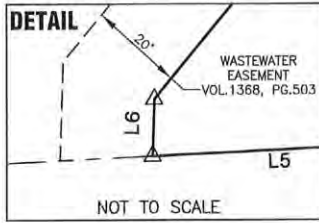

Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 11-12-2020
November 12, 2020





REMAINDER OF CALLED 185.77 ACRES TRACT 4 MOUNTAIN PLUM, LTD. VOLUME 2297, PAGE 139 O.P.R.H.C.T.



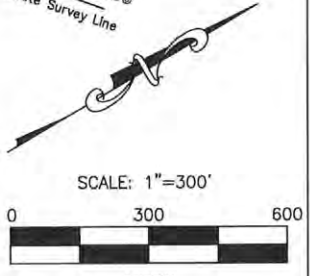
REMAINDER OF CALLED 126.130 ACRES TRACT 1 SHELDON-TANGLEWOOD, LTD. VOLUME 2495, PAGE 677 O.P.R.H.C.T.

JOHN KING SURVEY ABSTRACT NO. 276

POINT OF BEGINNING
N: 13923169.05
E: 2328848.20
SURFACE

PARCEL C055H
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

JESSE DAY SURVEY ABSTRACT NO. 159
Approximate Survey Line



- LEGEND**
- △ = Calculated Point
 - = Found 1/2" Iron Rod, stamped if Noted
 - = Power Pole
 - ⊙ = Wastewater Manhole
 - = Proposed Permanent Easement
 - - - = Adjoining Boundary (approx.)
 - · - · = Abstract Line (approx.)
 - E — = Power line
 - O.P.R.H.C.T. = Official Public Records Hays County, Texas
 - D.R.H.C.T. = Dead Records Hays County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument

3.008 ACRES
(131,028 SQ FT, MORE OR LESS)
60 FOOT WIDE PERMANENT EASEMENT

LINE	BEARING	DISTANCE
L1	N 46°04'39" E	109.03'
L2	N 90°00'00" E	187.39'
L3	S 22°22'15" E	267.15'
L4	N 26°24'35" E	246.80'
L5	S 24°00'27" W	72.65'
L6	N 61°30'14" W	11.73'
L7	N 22°22'15" W	306.13'
L8	N 90°00'00" W	224.28'
L9	N 46°04'39" E	86.49'

SEE DETAIL
L5
L4
L3
L2
L1
CM NO CAP
CALLED 0.055 ACRE COUNTY OF HAYS VOLUME 2941, PAGE 666 O.P.R.H.C.T.

60' Electric Easement
Pedernales Electric Cooperative
Volume 2859, Page 48
O.P.R.H.C.T.
To Be Terminated

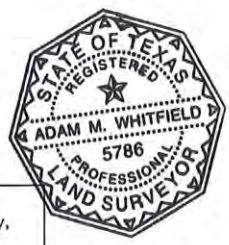
25' Utility Easement
Pedernales Electric Cooperative
Volume 4259, Page 812
O.P.R.H.C.T.

Kyle Crossing
(VARIABLE WIDTH ROW)

DANIEL DOWNER SURVEY ABSTRACT NO. 151
Approximate Survey Line



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



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January, 2020 the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.
Date: October 12, 2020
ADAM M. WHITFIELD, RPLS NO. 5786

PAGE 4 of 4

WORK ORDER ARWA1800532 DIGITAL FILE C055H Easement.dwg Revision # XX DRAWN BY MDH

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Date: Nov 12, 2020, 8:37am User ID: mholting File: G:\Projects\ARWA1800532-Alliance Water\Survey\SECURITY C TITLES - Hays County\C055H\EXHIBIT EASEMENT\C055H PE.dwg

Parcel C090H AC

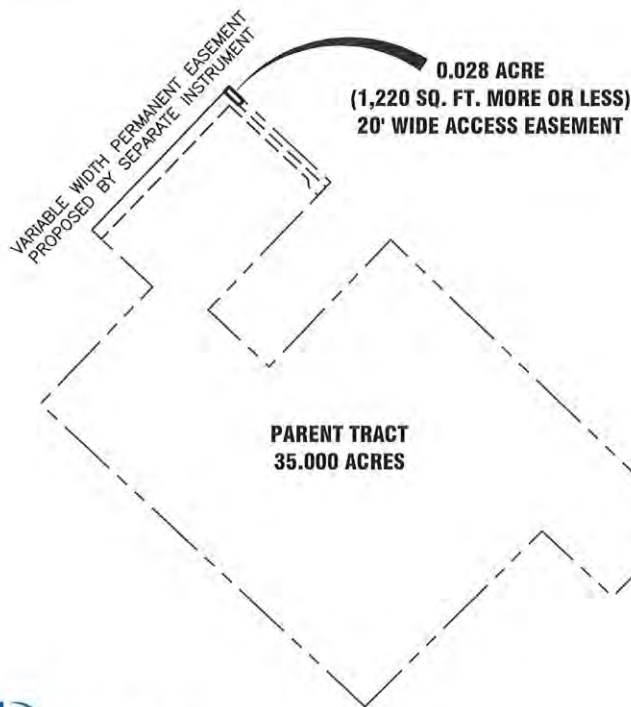
PARCEL C090H
 UHLAND PLAZA LLC
 HAYS COUNTY, TEXAS
 ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED.



Date: Jul 01, 2021, 8:05am User: Jb. smithfield
 File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C090H\EXHIBIT EASEMENT\C090H_AE.dwg



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

PAGE 1 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C090H_AE.dwg REVISION # XX DRAWN BY SOS

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Partners for a Better Quality of Life

Legal Description
0.028 Acre (1,220 Square Foot, more or less)
20 Foot Wide Access Easement

BEING A 0.028 ACRE, 20 FOOT WIDE ACCESS EASEMENT, SITUATED IN THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 35.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO UHLAND PLAZA LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 19043371 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.028 ACRE, 20 FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "ASH 5687", being the northerly common corner of said 35.000 acre tract and Lot 1, Block 1 of the Diego Subdivision Unit 1, according to the Final Plat thereof, as recorded in County Clerks File Number 17023476 of the Plat Records of Hays County Texas (P.R.H.C.T.), also being the northwest corner of a Variable Width Permanent Easement (PE) proposed by a separate instrument. From which, a 1/2 inch capped iron rod found and stamped "ASH 5687" being the easterly common corner of said 35.000 acre tract and Lot 1 bears S 46° 38' 18" E, a distance of 250.83 feet;

THENCE N 43° 12' 53" E, along the common line of said 35.000 acre tract, Lot 1, and PE, a distance of 575.53 feet, to a point for the northwest corner and **POINT OF BEGINNING** of the herein described tract, also lying in the southwest line of that called 20 foot wide Right of Way (ROW) and easement to the County Line Water Supply Corp, as recorded in Volume 1475, Page 662 of said O.P.R.H.C.T.;

THENCE N 43° 12' 53" E, leaving said PE, continuing along the common line of said 35.000 acre tract and Lot 1, passing at an approximate distance of 10 feet, the east corner of said Lot 1, lying in the southwest line of County Road 127 (variable width ROW) commonly known as High Road, and continuing along the northwest line of said 35.000 acre tract, for a total distance of 20.00 feet, to a point, being the north corner of said 35.000 acre tract, also lying in the southwest line of said ROW and the northeast line of said 20 foot wide easement and that called 10 foot wide waterline easement to Goforth Water Supply Corporation, as recorded in Volume 231, Page 614 of the Deed Records of Hays County, Texas (D.R.H.C.T.) for the northeast corner hereof;

THENCE S 46° 33' 05" E, along the common line of said 35.000 acre tract, County Road ROW, 20 foot and 10 foot wide easements, a distance of 60.00 feet, to a point for the southeast corner hereof. From which, a 1/2 inch iron rod found being the northeast common corner of said 35.000 acre tract and Lot 2, Block 2 of said Diego Subdivision also being the northwest corner of that called 0.175 acre tract of land dedicated as ROW to the City of Kyle, as shown on said Diego Subdivision bears S 44° 57' 35" E, a distance of 360.03 feet;

THENCE S 43° 12' 53" W, leaving said common line, over and across said 35.000 acre tract and water line easements, a distance of 20.00 feet, to a point for the southwest corner hereof, lying in the northeast line of said PE and the southwest line of said 20 foot wide easement;

THENCE N 46° 33' 05" W, along the common line of said PE and 20 foot wide easement, a distance of 60.00 feet, to the **POINT OF BEGINNING** and containing 0.028 acres, more or less.

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



Adam M. Whitfield

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

Date: 07-01-21

July 01, 2021
Page 2 of 3

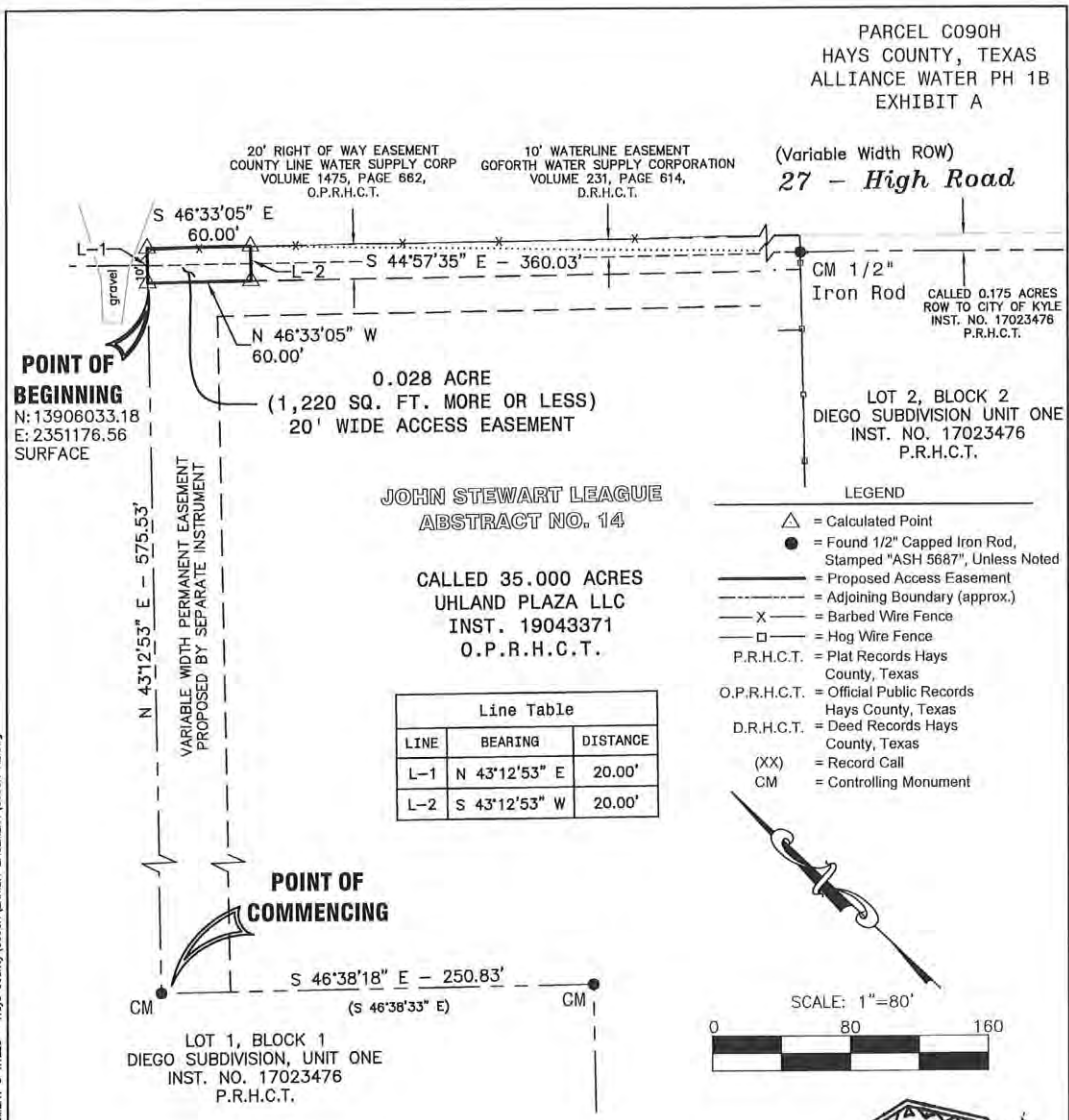
C090H_AE

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10194124

(p) 254.772.9272 · (f) 254.776.2924
www.cpyl.com



PARCEL C090H
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

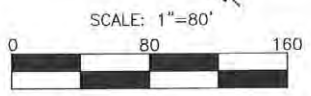


JOHN STEWART LEAGUE
ABSTRACT NO. 14

CALLED 35.000 ACRES
UHLAND PLAZA LLC
INST. 19043371
O.P.R.H.C.T.

Line Table		
LINE	BEARING	DISTANCE
L-1	N 43°12'53" E	20.00'
L-2	S 43°12'53" W	20.00'

- LEGEND
- △ = Calculated Point
 - = Found 1/2" Capped Iron Rod, Stamped "ASH 5687", Unless Noted
 - = Proposed Access Easement
 - - - = Adjoining Boundary (approx.)
 - X- = Barbed Wire Fence
 - = Hog Wire Fence
 - P.R.H.C.T. = Plat Records Hays County, Texas
 - O.P.R.H.C.T. = Official Public Records Hays County, Texas
 - D.R.H.C.T. = Deed Records Hays County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument



Date: Jul 01, 2021, 8:05am User: adamwhitfield File: G:\Projects\ARWA1800532-Alliance Water\Survey\ASSEMBLY C TITLES - Hays County\C090H\EXHIBIT A\ASSEMBLY\C090H_AE.dwg

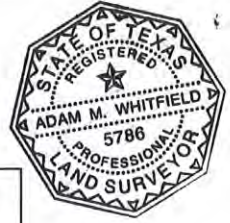


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254.772.9272 TBPELS 10194124

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January, 2020, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Date: July 01, 2021

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



PAGE 3 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C090H AE.dwg Revision # XX DRAWN BY SOS

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Parcel C090H Tract 1 PE

PARCEL C090H TRACT 1
UHLAND PLAZA LLC
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B



LOCATION MAP
NOT TO SCALE

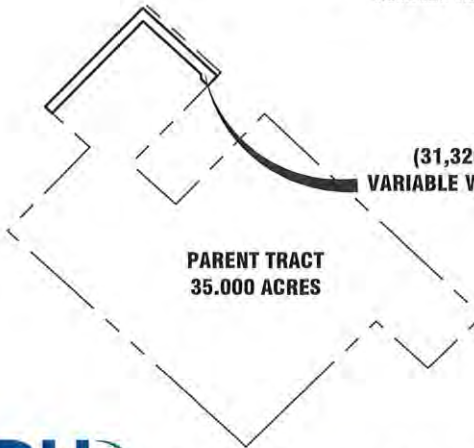
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED) AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED.

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
CF# CTA-07-CTA1900747G
ISSUE DATE: AUGUST 25, 2020

- 10f.) 10' WIDE WATER LINE EASEMENT GRANTED TO GOFORTH WATER SUPPLY CORPORATION RECORDED IN VOLUME 229, PAGE 225, D.R.H.C.T. (DOES AFFECT BLANKET BY NATURE)
- 10g.) 10' WIDE WATER LINE EASEMENT GRANTED TO GOFORTH WATER SUPPLY CORPORATION RECORDED IN VOLUME 231, PAGE 614, D.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10h.) EASEMENT GRANTED TO PLUM CREEK CONSERVATION DISTRICT RECORDED IN VOLUME 227, PAGE 149, D.R.H.C.T. (DOES NOT AFFECT)
- 10i.) EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 1319, PAGE 862, O.P.R.H.C.T. (DOES NOT AFFECT)
- 10j.) EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 1319, PAGE 866, O.P.R.H.C.T. (DOES NOT AFFECT)
- 10k.) 20' WIDE WATERLINE EASEMENT GRANTED TO COUNTY LINE WATER SUPPLY CORPORATION RECORDED IN VOLUME 1475, PAGE 662, O.P.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10l.) NOTICE REGARDING: ORDINANCE NO. 194 RE: ZONING CHANGE FOR 3.06 ACRES OUT OF 43.967 ACRES RECORDED IN INSTRUMENT NO. 17028527, O.P.R.H.C.T. (DOES NOT AFFECT)
- 10m.) LETTER OF CERTIFICATION ON VACATE OF IKE WRANITZKY SUBDIVISION LOT 6 INSTRUMENT NO. 18005275 O.P.R.H.C.T. (DOES AFFECT)



0.719 ACRE
(31,320 SQ. FT. MORE OR LESS)
VARIABLE WIDTH PERMANENT EASEMENT

PARENT TRACT
35.000 ACRES



Date: Apr 27, 2021 4:46pm User ID: mhhall@cpay.com Project: ARWA1800532-Alliance Water Survey/ASSEMBLY C TITLES - Hays County/Cosch/Easement/C090H PE_Treat_L_R.dwg



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

PAGE 1 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C090H PE T1.dwg REVISION # 01 DRAWN BY MDH

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Legal Description
0.719 Acre (31,320 Square Foot, more or less)
Variable Width Permanent Easement

BEING A 0.719 ACRE, VARIABLE WIDTH PERMANENT EASEMENT, SITUATED IN THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 35.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO UHLAND PLAZA LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 19043371 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.719 ACRE, VARIABLE WIDTH PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING a 1/2 inch capped iron rod found and stamped "ASH 5687" for the southwest corner hereof, being an angle point in the common line of said 35.000 acre tract and Lot 1, Block 1 of the Diego Subdivision Unit 1, according to the Final Plat thereof, as recorded in County Clerks File Number 17023476 of said O.P.R.H.C.T.

THENCE N 43° 12' 53" E, along the common line of said 35.000 acre tract and Lot 1, a distance of 575.53 feet, to a point for the northwest corner hereof, lying in the south line of that called 20 foot wide Right of Way (ROW) and easement to the County Line Water Supply Corp, as recorded in Volume 1475, Page 662 of said O.P.R.H.C.T.;

THENCE S 46° 33' 05" E, leaving said common line, along the south line of said 20 foot wide easement, over and across said 35.000 acre tract, a distance of 419.86 feet, to a point for the northeast corner hereof, lying in the northerly common line of said 35.000 acre tract and Lot 2, Block 2 of said Diego Subdivision. From which a 1/2 inch iron rod found being the northeast common corner of said 35.000 acre tract and Lot 2 also being the northwest corner of that called 0.175 acre tract of land dedicated as ROW to the City of Kyle, as shown on said Diego Subdivision bears N 43° 12' 04" E, a distance of 10.00 feet;

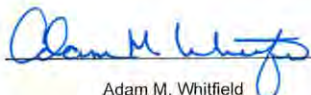
THENCE S 43° 12' 04" W, along the common line of said 35.000 acre tract and Lot 2, a distance of 35.00 feet, to a point for corner. From which a 1/2 inch capped iron rod found and stamped "ASH 5687" being the northwest common corner of said 35.000 acre tract and Lot 2 bears S 43° 12' 04" W, a distance of 476.99 feet;

THENCE leaving said common line, over and across said 35.000 acre tract, the following four (4) courses and distances:

1. N 46° 33' 05" W, a distance of 40.19 feet, to a point for corner;
2. N 01° 47' 56" W, a distance of 21.31 feet, to a point for corner;
3. N 46° 33' 05" W, a distance of 324.61 feet, to a point for corner;
4. S 43° 12' 53" W, a distance of 555.47 feet, to a point for the southeast corner hereof, lying in the common line of said 35.000 acre tract and Lot 1. From which a 1/2 inch capped iron rod found and stamped "ASH 5687" being an angle point on said common line bears S 46° 38' 18" E, a distance of 210.83 feet;

THENCE N 46° 38' 18" W, along the common line of said 35.000 acre tract and Lot 1, a distance of 40.00 feet, to the **POINT OF BEGINNING** and containing 0.719 acres, more or less.

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



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

Date: 4.28.21

January 19, 2021

Revised: April 28, 2021

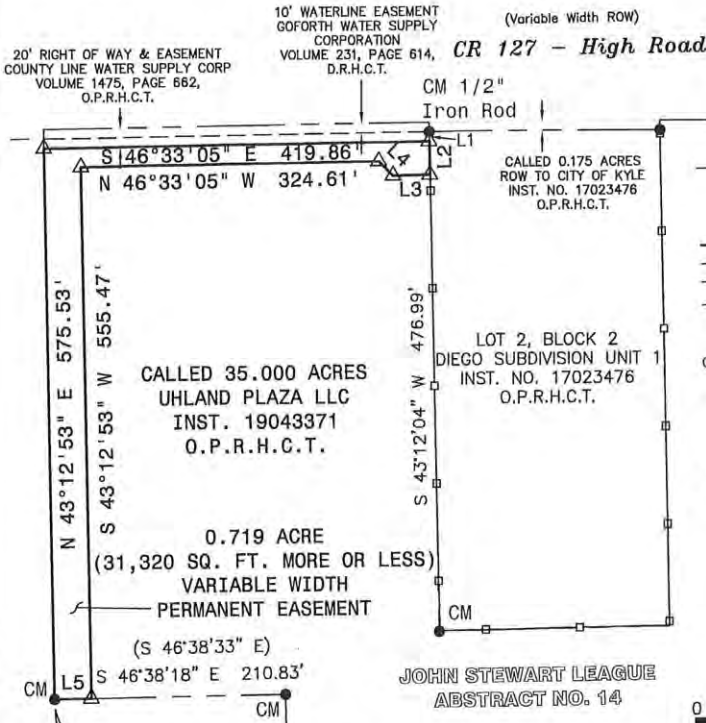
Page 2 of 3



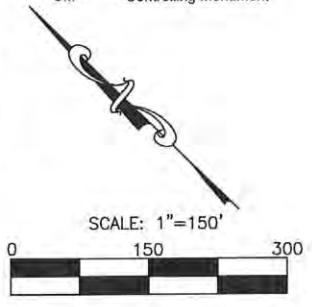
C090H_PE_T1_R1



PARCEL C090H_TRACT 1
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A



- LEGEND**
- = Calculated Point
 - = Found 1/2" Capped Iron Rod, Stamped "ASH 5687", Unless Noted
 - = Proposed Permanent Easement
 - = Adjoining Boundary (approx.)
 - = Abstract Line (approx.)
 - = Hog Wire Fence
 - P.R.H.C.T. = Plat Records Hays County, Texas
 - O.P.R.H.C.T. = Official Public Records Hays County, Texas
 - D.R.H.C.T. = Deed Records Hays County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument



LINE	BEARING	DISTANCE
L1	N 43°12'04" E	10.00'
L2	S 43°12'04" W	35.00'
L3	N 46°33'05" W	40.19'
L4	N 01°47'56" W	21.31'
L5	N 46°38'18" W	40.00'

Date: Apr 27, 2021, 4:40pm User ID: mihalling File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C090H\EXHIBIT A\SEGMENT C090H PE_T1.dwg



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



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January, 2020, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Revised Date: April 28, 2021
ADAM M. WHITFIELD, RPLS No. 5786

PAGE 3 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C090H PE T1.dwg Revision # 01 DRAWN BY MDH

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Parcel C090H Tract 1 TCE

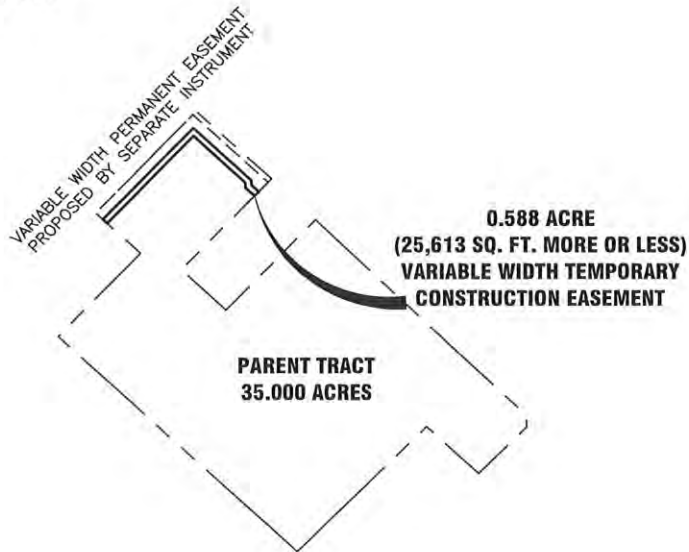
PARCEL C090H TRACT 1
UHLAND PLAZA LLC
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B



LOCATION MAP
NOT TO SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED.



Date: Apr 27, 2021 4:45pm User: JD - holliday
 File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C090H\EXHIBIT EASEMENT\C090H TCE Tract 1_P1.dwg



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

Legal Description
0.588 Acre (25,613 Square Foot, more or less)
Variable Width Temporary Construction Easement

BEING A 0.588 ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 35.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO UHLAND PLAZA LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 19043371 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.588 ACRE, VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING a 1/2 inch capped iron rod found and stamped "ASH 5687", being an angle point in the common line of said 35.000 acre tract and Lot 1, Block 1 of the Diego Subdivision Unit 1, according to the Final Plat thereof, as recorded in County Clerks File Number 17023476 of said O.P.R.H.C.T.;

THENCE S 46° 38' 18" E, along the common line of said 35.000 acre tract and Lot 1, a distance of 40.00 feet, to a point for the southwest corner hereof, lying in the east line of a Variable Width Permanent Easement (PE) proposed by a separate instrument and the **POINT OF BEGINNING**;

THENCE leaving said common line, along the east line of said PE, over and across said 35.000 acre tract, the following four (4) courses and distances:

1. N 43° 12' 53" E, a distance of 555.47 feet, to a point for the northwest corner hereof;
2. S 46° 33' 05" E, a distance of 324.61 feet, to a point for corner;
3. S 01° 47' 56" E, a distance of 21.31 feet, to a point for corner;
4. S 46° 33' 05" E, a distance of 40.19 feet, to a point for the northeast corner hereof, lying in the northerly common line of said 35.000 acre tract and Lot 2, Block 2 of said Diego Subdivision. From which a 1/2 inch iron rod found being the northeast common corner of said 35.000 acre tract and Lot 2 also being the northwest corner of that called 0.175 acre tract of land dedicated as ROW to the City of Kyle, as shown on said Diego Subdivision bears N 43° 12' 04" E, a distance of 45.00 feet;

THENCE S 43° 12' 04" W, along the common line of said 35.000 acre tract and Lot 2, a distance of 40.00 feet, to a point for corner. From which a 1/2 inch capped iron rod found and stamped "ASH 5687" being the northwest common corner of said 35.000 acre tract and Lot 2 bears S 43° 12' 04" W, a distance of 436.99 feet;

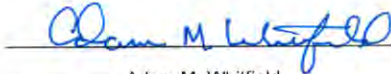
THENCE leaving said common line, over and across said 35.000 acre tract, the following four (4) courses and distances:

1. N 46° 33' 05" W, a distance of 48.31 feet, to a point for corner;
2. N 01° 47' 56" W, a distance of 21.31 feet, to a point for corner;
3. N 46° 33' 05" W, a distance of 296.50 feet, to a point for corner;
4. S 43° 12' 53" W, a distance of 515.44 feet, to a point for the southeast corner hereof, lying in the common line of said 35.000 acre tract and Lot 1. From which a 1/2 inch capped iron rod found and stamped "ASH 5687" being an angle point in said common line bears S 46° 38' 18" E, a distance of 190.83 feet;



THENCE N 46° 38' 18" W, along the common line of said 35.000 acre tract and Lot 1, a distance of 20.00 feet, to the POINT OF BEGINNING and containing 0.588 acres, more or less.

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



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

Date: 4-28-21

January 19, 2021

Revised: April 28, 2021

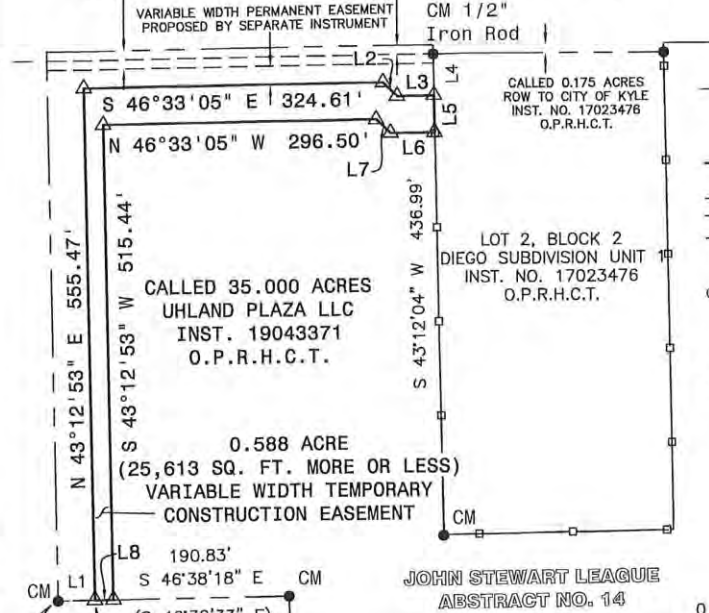


PARCEL C090H TRACT 1
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A

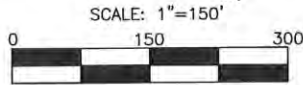
20' RIGHT OF WAY EASEMENT
COUNTY LINE WATER SUPPLY CORP
VOLUME 1475, PAGE 662,
O.P.R.H.C.T.

10' WATERLINE EASEMENT
GOFORTH WATER SUPPLY
CORPORATION
VOLUME 231, PAGE 614,
D.R.H.C.T.

(Variable Width ROW)
CR 127 - High Road



- LEGEND**
- = Calculated Point
 - = Found 1/2" Capped Iron Rod, Stamped "ASH 5687", Unless Noted
 - = Proposed Temporary Construction Easement
 - = Adjoining Boundary (approx.)
 - = Abstract Line (approx.)
 - = Hog Wire Fence
 - P.R.H.C.T. = Plat Records Hays County, Texas
 - O.P.R.H.C.T. = Official Public Records Hays County, Texas
 - D.R.H.C.T. = Deed Records Hays County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument



LINE	BEARING	DISTANCE
L1	S 46°38'18" E	40.00'
L2	S 01°47'56" E	21.31'
L3	S 46°33'05" E	40.19'
L4	N 43°12'04" E	45.00'
L5	S 43°12'04" W	40.00'
L6	N 46°33'05" W	48.31'
L7	N 01°47'56" W	21.31'
L8	N 46°38'18" W	20.00'

POINT OF BEGINNING
N: 13905586.27
E: 2350811.56
SURFACE

LOT 1, BLOCK 1
DIEGO SUBDIVISION, UNIT 1
INST. NO. 17023476,
O.P.R.H.C.T.

CALLLED 35.000 ACRES
UHLAND PLAZA LLC
INST. 19043371
O.P.R.H.C.T.

0.588 ACRE
(25,613 SQ. FT. MORE OR LESS)
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT

JOHN STEWART LEAGUE
ABSTRACT NO. 14

Date: Apr 27, 2021, 4:54pm
User ID: mihalling
File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C090H\EXHIBIT A\SEGMENT C TITLES - T1.dwg



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



To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January, 2020, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

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

Revised Date: April 28, 2021

PAGE 4 of 4

WORK ORDER ARWA1800532 DIGITAL FILE C090H TCE T1.dwg Revision # 01 DRAWN BY MDH

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Parcel C090H Tract 2 PE

PARCEL C090H TRACT 2
 UHLAND PLAZA LLC
 HAYS COUNTY, TEXAS
 ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

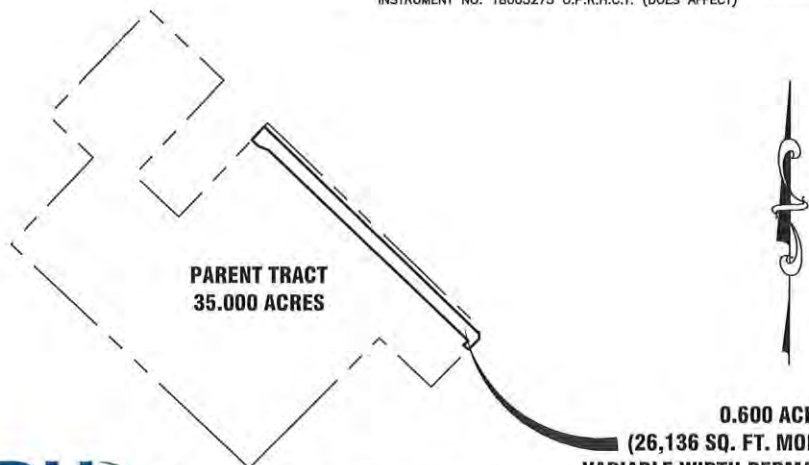
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED.

SCHEDULE B COMMENTS:

CHICAGO TITLE INSURANCE COMPANY
 GF# CTA-07-CTA1900747G
 ISSUE DATE: AUGUST 25, 2020

- 10f.) 10' WIDE WATER LINE EASEMENT GRANTED TO GOFORTH WATER SUPPLY CORPORATION RECORDED IN VOLUME 229, PAGE 225, D.R.H.C.T. (DOES AFFECT BLANKET BY NATURE)
- 10g.) 10' WIDE WATER LINE EASEMENT GRANTED TO GOFORTH WATER SUPPLY CORPORATION RECORDED IN VOLUME 231, PAGE 614, D.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10h.) EASEMENT GRANTED TO PLUM CREEK CONSERVATION DISTRICT RECORDED IN VOLUME 227, PAGE 149, D.R.H.C.T. (DOES NOT AFFECT)
- 10i.) EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 1319, PAGE 862, O.P.R.H.C.T. (DOES NOT AFFECT)
- 10j.) EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 1319, PAGE 866, O.P.R.H.C.T. (DOES NOT AFFECT)
- 10k.) 20' WIDE WATERLINE EASEMENT GRANTED TO COUNTY LINE WATER SUPPLY CORPORATION RECORDED IN VOLUME 1475, PAGE 662, O.P.R.H.C.T. (DOES AFFECT, AS SHOWN)
- 10l.) NOTICE REGARDING: ORDINANCE NO. 194 RE: ZONING CHANGE FOR 3.06 ACRES OUT OF 43.967 ACRES RECORDED IN INSTRUMENT NO. 17028527, O.P.R.H.C.T. (DOES NOT AFFECT)
- 10m.) LETTER OF CERTIFICATION ON VACATE OF IKE WRANITZKY SUBDIVISION LOT 6 INSTRUMENT NO. 18005275 O.P.R.H.C.T. (DOES AFFECT)



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

0.600 ACRE
(26,136 SQ. FT. MORE OR LESS)
VARIABLE WIDTH PERMANENT EASEMENT

Date: Apr 28, 2021, 6:21am User ID: mcdiff File C:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT C TITLES - Hays County\C090H\CDRIBIT EASEMENT\C090H PE Tract 2.R2.dwg

Legal Description
0.600 Acre (26,136 Square Foot, more or less)
Variable Width Permanent Easement

BEING A 0.600 ACRE, VARIABLE WIDTH PERMANENT EASEMENT, SITUATED IN THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 35.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO UHLAND PLAZA LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 19043371 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 0.600 ACRE, VARIABLE WIDTH PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "ASH 5687", being the southeast common corner of said 35.000 acre tract and Lot 2, Block 2 of the Diego Subdivision Unit 1, according to the Final Plat thereof, as recorded in County Clerks File Number 17023476 of said O.P.R.H.C.T., and also being the southwest corner of that called 0.175 acre tract of land dedicated as Right of Way (ROW) to the City of Kyle, as shown on said Diego Subdivision;

THENCE S 43° 12' 04" W, along the southerly common line of said 35.000 acre tract and Lot 2, a distance of 10.01 feet, to a point for the **POINT OF BEGINNING** and northeast corner of the herein described tract, also lying in the south line of that called 20 foot wide Right of Way and Easement to the County Line Water Supply Corp, as recorded in Volume 1475, Page 662 of said O.P.R.H.C.T.;

THENCE S 45° 49' 32" E, leaving said common line, along the south line of said 20 foot wide easement, over and across said 35.000 acre tract, a distance of 1,220.06 feet, to a point for the southeast corner hereof lying in the common line of said 35.000 acre tract and the southwest ROW line of County Road 127 (Variable width ROW) commonly known as High Road. From which a 1/2 inch capped iron rod found and stamped "WW" being the northerly southeast corner of said 35.000 acre tract and also lying in the southwest ROW line of said County Road 127 bears N 02° 26' 55" E, a distance of 26.80 feet;

THENCE S 02° 26' 55" W, along the common line of said 35.000 acre tract and County Road 127 ROW, a distance of 22.08 feet, to a 1/2 inch capped iron rod found and stamped "WW" being the southerly southeast corner of said 35.000 acre tract and also lying in the northwest ROW line of County Road 156 (Variable width ROW) commonly known as North Plum Creek Road;

THENCE S 44° 40' 34" W, along the common line of said 35.000 acre tract and County Road 156 ROW, a distance of 45.16 feet, to a point for the southwest corner hereof;

THENCE leaving said common line, over and across said 35.000 acre tract, the following six (6) courses and distances:

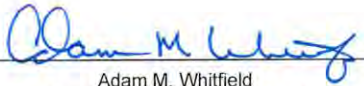
1. N 46° 34' 21" W, a distance of 20.00 feet, to a point for corner lying in the west line of said 20 foot wide easement;
2. N 44° 40' 34" E, along the west line of said 20 foot wide easement, a distance of 37.87 feet, to a point for corner;
3. N 02° 26' 55" E, continuing along the west line of said 20 foot wide easement, a distance of 5.40 feet, to a point for corner;
4. N 45° 49' 32" W, leaving the west line of said 20 foot wide easement, a distance of 1,155.76 feet, to a point for corner;
5. S 88° 41' 16" W, a distance of 21.02 feet, to a point for corner;



6. N 45° 49' 42" W, a distance of 40.01 feet, to a point for the northwest corner hereof, lying in the southerly common line of said 35.000 acre tract and Lot 2. From which a 3 inch metal post found being the southwest common corner of said 35.000 acre tract and Lot 2 bears S 43° 12' 04" W, a distance of 473.73 feet;

THENCE N 43° 12' 04" E, along the common line of said 35.000 acre tract and Lot 2, a distance of 35.00 feet, to the **POINT OF BEGINNING** and containing 0.600 acres, more or less.

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



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

Date: 4-28-21

January 19, 2021

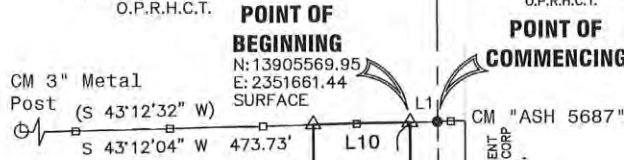
Revised Date: April 28, 2021



LOT 2, BLOCK 2
DIEGO SUBDIVISION UNIT 1
INST. NO. 17023476
O.P.R.H.C.T.

— CALLED 0.175 ACRES
ROW TO CITY OF KYLE
INST. NO. 17023476
O.P.R.H.C.T.

PARCEL C090H_TRACT 2
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B
EXHIBIT A



LINE	BEARING	DISTANCE
L1	S 43°12'04" W	10.01'
L2	N 02°26'55" E	26.80'
L3	S 02°26'55" W	22.08'
L4	S 44°40'34" W	45.16'
L5	N 46°34'21" W	20.00'
L6	N 44°40'34" E	37.87'
L7	N 02°26'55" E	5.40'
L8	S 88°41'16" W	21.02'
L9	N 45°49'42" W	40.01'
L10	N 43°12'04" E	35.00'

CALLED 35.000 ACRES
UHLAND PLAZA LLC
INST. 19043371
O.P.R.H.C.T.

JOHN STEWART LEAGUE
ABSTRACT NO. 14

0.600 ACRE
(26,136 SQ. FT. MORE OR LESS)
VARIABLE WIDTH
PERMANENT EASEMENT

CR 156 - N Plum Creek Road
(Variable Width ROW)

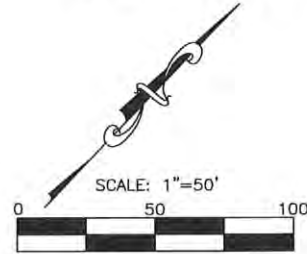
POINT OF COMMENCING

20' RIGHT OF WAY & EASEMENT
COUNTY LINE WATER SUPPLY CORP
VOLUME 1475, PAGE 662,
O.P.R.H.C.T.

CR 127 - High Road
(Variable Width ROW)

10' WATERLINE EASEMENT
GOFORTH WATER SUPPLY CORPORATION
VOLUME 231, PAGE 914,
D.R.H.C.T.

- LEGEND
- = Calculated Point
 - = Found 1/2" Capped Iron Rod, Stamped, As Noted
 - = Proposed Permanent Easement
 - = Adjoining Boundary (approx.)
 - = Abstract Line (approx.)
 - = Existing Easement Line
 - = Hog Wire Fence
 - = Barbed Wire Fence
 - O.P.R.H.C.T. = Official Public Records Hays County, Texas
 - D.R.H.C.T. = Deed Records Hays County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument



Date: Apr 28, 2021, 6:21am User ID: mwholmg File G:\Projects\ARWA1800532-Alliance Water Supply\SCADIT C TITLES - Hays County\C090H\CONTR EASEMENT\C090H PE_T2.dwg



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

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January, 2020, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Revised Date: April 28, 2021

ADAM M. WHITFIELD, RPLS NO. 5786

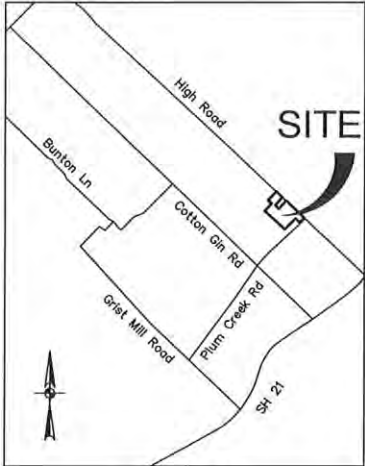
PAGE 4 of 4

WORK ORDER ARWA1800532 DIGITAL FILE C090H PE T2.dwg Revision # 02 DRAWN BY MDH

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Parcel C090H Tract 2 TCE

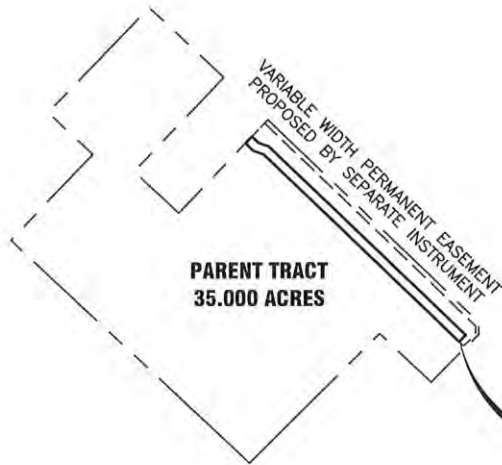
PARCEL C090H TRACT 2
UHLAND PLAZA LLC
HAYS COUNTY, TEXAS
ALLIANCE WATER PH 1B



LOCATION MAP
NOT TO SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAYS THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED.



**1.117 ACRE
(48,657 SQ. FT. MORE OR LESS)
40 FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT**

Date: Apr 29, 2021, 10:25am User: lb: mhhall
 File: G:\Projects\UHLAND\20210429\2021-Alliance Water Survey\SEGMENT C TITLES - Hays County\C090H\EDMBT EASEMENT\C090H_TCE_Tract 2_B2.dwg



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

PAGE 1 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C090H TCE T2.dwg REVISION # 02 DRAWN BY MDH

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Legal Description
1.117 Acre (48,657 Square Foot, more or less)
40 Foot Wide Temporary Construction Easement

BEING A 1.117 ACRE, 40 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE JOHN STEWART LEAGUE, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 35.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO UHLAND PLAZA LLC, AS RECORDED IN COUNTY CLERKS FILE NUMBER 19043371 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.). SAID 1.117 ACRE, 40 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "ASH 5687", being the southeast common corner of said 35.000 acre tract and Lot 2, Block 2 of the Diego Subdivision Unit 1, according to the Final Plat thereof, as recorded in County Clerks File Number 17023476 of said O.P.R.H.C.T., and also being the southwest corner of that called 0.175 acre tract of land dedicated as Right of Way (ROW) to the City of Kyle, as shown on said Diego Subdivision;

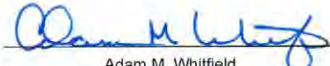
THENCE S 43° 12' 04" W, along the southerly common line of said 35.000 acre tract and Lot 2, a distance of 45.01 feet, to a point for the **POINT OF BEGINNING** and northeast corner of the herein described tract, also lying in the south line of a Variable Width Permanent Easement (PE) to be dedicated by separate instrument;

THENCE leaving said common line, over and across said 35.000 acre tract, the following eight (8) courses and distances:

1. S 45° 49' 42" E, along the south line of said PE, a distance of 40.01 feet, to a point for corner;
2. N 88° 41' 16" E, a distance of 21.02 feet, to a point for corner;
3. S 45° 49' 32" E, a distance of 1,155.76 feet, to a point for corner, lying in the west line of that called 20 foot wide Right of Way (ROW) and easement to County Line Water Supply Corp., as recorded in Volume 1475, Page 662 of said O.P.R.H.C.T.
4. S 02° 26' 55" W, along the west line of said 20 foot wide easement, a distance of 5.40 feet, to a point for the southeast corner hereof. From which a 1/2 inch capped iron rod found and stamped "WW" being the southerly southeast corner of said 35.000 acre tract bears S 66° 26' 15" E, a distance of 21.44 feet;
5. S 44° 40' 34" W, continuing along the west line of said 20 foot wide easement, a distance of 35.97 feet, to a point for the southwest corner hereof;
6. N 45° 49' 32" W, leaving the west line of said 20 foot wide easement, a distance of 1,150.32 feet, to a point for corner;
7. S 88° 41' 16" W, a distance of 21.02 feet, to a point for corner;
8. N 45° 49' 42" W, a distance of 48.05 feet, to a point for the northwest corner hereof, lying in the southerly common line of said 35.000 acre tract and Lot 2. From which a 3 inch metal post found being the southwest common corner of said 35.000 acre tract and Lot 2 bears S 43° 12' 04" W, a distance of 433.72 feet;

THENCE N 43° 12' 04" E, along the common line of said 35.000 acre tract and Lot 2, a distance of 40.01 feet, to the **POINT OF BEGINNING** and containing 1.117 acres, more or less.

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



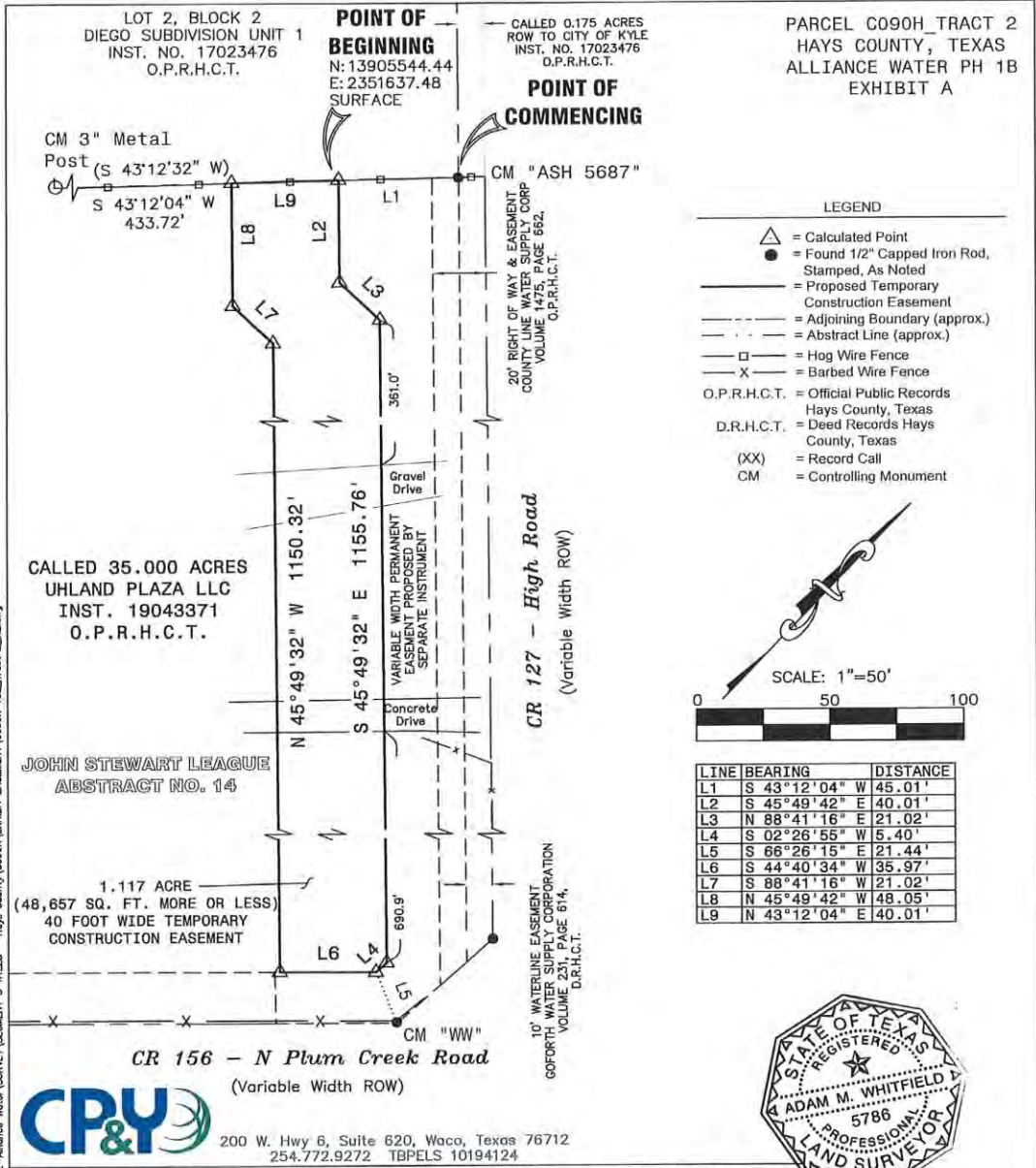
Adam M. Whitfield
Registered Professional Land Surveyor
Texas Registration Number 5786

Date: 4-28-21

January 19, 2021

Revised Date: April 28, 2021





Date: Apr 28, 2021, 6:22am User: ID: mhhallig File: G:\Projects\ARWA1800532-Alliance Water\SURVEY\SCHEMATIC TITLES - High County\C090H\EXHIBIT E\ASSEMBLY\C090H TCE-Tract 2_02.dwg

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground January, 2020, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

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



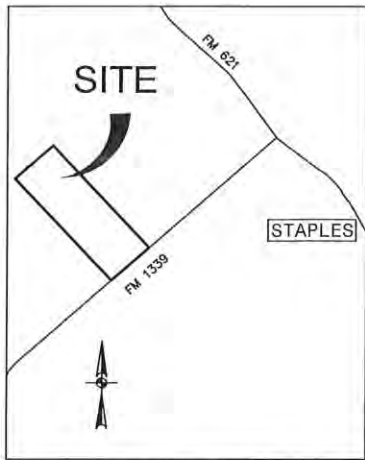
PAGE 3 of 3

WORK ORDER ARWA1800532 DIGITAL FILE C090H TCE T2.dwg Revision # R2 DRAWN BY MDH

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Parcel D033G

PARCEL D033G
 MICHAEL HATHAWAY AND SUZANNE HATHAWAY
 GUADALUPE COUNTY, TEXAS
 ALLIANCE WATER PH 1B



LOCATION MAP
 NOT TO SCALE

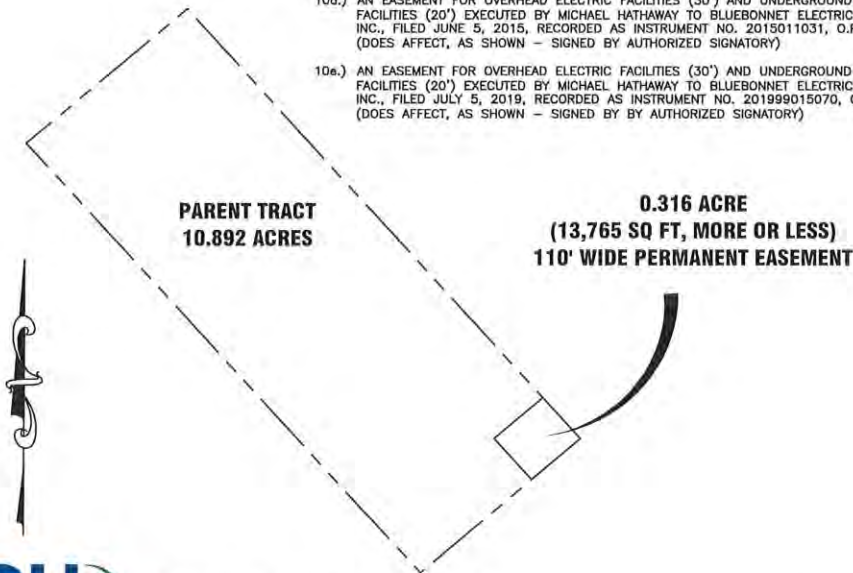
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

WFG NATIONAL TITLE INSURANCE COMPANY
 GF# 21-201884-D033G
 ISSUE DATE: JUNE 16, 2021

- 10a.) TERMS, PROVISIONS, CONDITIONS, EASEMENTS, COVENANTS AND OPTIONS AS SET OUT IN VOLUME 2368 PAGE 417, VOLUME 2601 PAGE 226, VOLUME 4267 PAGE 339, AND VOLUME 4267 PAGE 343, O.P.R.G.C.T. (DOES AFFECT)
- 10b.) 20' WIDE WATERLINE OR SEWERLINE RIGHT-OF-WAY EASEMENT TO CRYSTAL CLEAR WATER SUPPLY CORPORATION, VOLUME 4237 PAGE 667, O.P.R.G.C.T. (DOES AFFECT, AS SHOWN, BLANKET BY NATURE)
- 10c.) 20' WIDE UTILITY EASEMENT RESERVATION ALONG ALL BOUNDARY LINES FOR A PERIOD OF 10 YEARS FROM DATE OF THIS DEED, EFFECTIVE DATE AUGUST 27, 2014, VOLUME 4267, PAGE 343 O.P.R.G.C.T. (DOES AFFECT AS SHOWN)
- 10d.) AN EASEMENT FOR OVERHEAD ELECTRIC FACILITIES (30') AND UNDERGROUND ELECTRIC FACILITIES (20') EXECUTED BY MICHAEL HATHAWAY TO BLUEBONNET ELECTRIC COOPERATIVE, INC., FILED JUNE 5, 2015, RECORDED AS INSTRUMENT NO. 2015011031, O.P.R.G.C.T. (DOES AFFECT, AS SHOWN - SIGNED BY AUTHORIZED SIGNATORY)
- 10e.) AN EASEMENT FOR OVERHEAD ELECTRIC FACILITIES (30') AND UNDERGROUND ELECTRIC FACILITIES (20') EXECUTED BY MICHAEL HATHAWAY TO BLUEBONNET ELECTRIC COOPERATIVE, INC., FILED JULY 5, 2019, RECORDED AS INSTRUMENT NO. 201999015070, O.P.R.G.C.T. (DOES AFFECT, AS SHOWN - SIGNED BY BY AUTHORIZED SIGNATORY)



CP&Y 200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPELS 10194124

Date: Jun 28, 2021, 5:08pm User: JD: mitchell
 File: c:\projects\ARWA1800532\alliance water\SURVEY\SEGMENT D TITLES - Guadalupe County\D033G\CHIBT EASEMENT\D033G_PE R04.dwg



Partners for a Better Quality of Life

**Legal Description
0.316 Acre (13,765 Square Foot)
110 Foot Wide Permanent Easement**

BEING A 0.316 ACRE, 110 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE CYRUS CAMPBELL & BROTHERS SURVEY, ABSTRACT NO. 8, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 10.892 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHAEL HATHAWAY AND SUZANNE HATHAWAY, AS RECORDED IN COUNTY CLERKS FILE NUMBER 202199014813 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 0.316 ACRE 110 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found being the southerly common corner of said 10.892 acre tract and that called 106.6 acre tract of land described in deed as "First Tract" to Noble Ellsworth Koepp and Sharon Ann Koepp Atzger, as recorded in Volume 1087, Page 836 of said O.P.R.G.C.T., and lying in the southeast line of that called 20 foot wide water line or sewer line easement to Crystal Clear Special Utility District, as recorded in Volume 4237, Page 667 of said O.P.R.G.C.T., and also lying in the northwest right of way (R.O.W.) line of Farm to Market 1339 (80 foot wide R.O.W.);

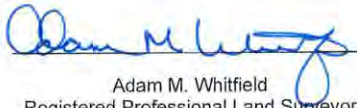
THENCE S 48° 48' 41" W, along the common line of said 10.892 acre tract, said easement and said R.O.W. line, a distance of 125.00 feet, to a point for the south corner hereof. From which a 1/2 inch iron rod found being the southerly common corner of said 10.892 acre tract and that called 10.895 acre tract of land described in deed to Matthew Hathaway, as recorded in County Clerks File Number 201899012458 of said O.P.R.G.C.T. bears S 48° 48' 41" W, a distance of 284.89 feet;

THENCE leaving said common line and R.O.W., over and across said 10.892 acre tract, the following two (2) courses and distances:

- 1) N 41° 32' 49" W, passing at a distance of 20.00 feet, the northwest line of said 20 foot wide easement, and continuing for a total distance of 110.00 feet, to a point for the west corner hereof;
- 2) N 48° 48' 41" E, a distance of 125.00 feet, to a point for the north corner hereof, lying on the common line of said 10.892 and 106.6 acre tracts. From which a 1/2 inch capped iron rod found stamped "BLS 2024", being the northerly common corner of said 10.892 and 106.6 acre tracts and lying in the southeast line of that called 77.93 acre tract of land described in deed as "Second Tract" in said Volume 1087, Page 836, bears N 41° 32' 49" W a distance of 1,043.21 feet;

THENCE S 41° 32' 49" E, along the common line of said 10.892 and 106.6 acre tracts, passing at an approximate distance of 90.00 feet, the northwest line of said 20 foot wide easement, and continuing for a total distance of 110.00 feet, to the **POINT OF BEGINNING** and containing 0.316 acre, more or less.

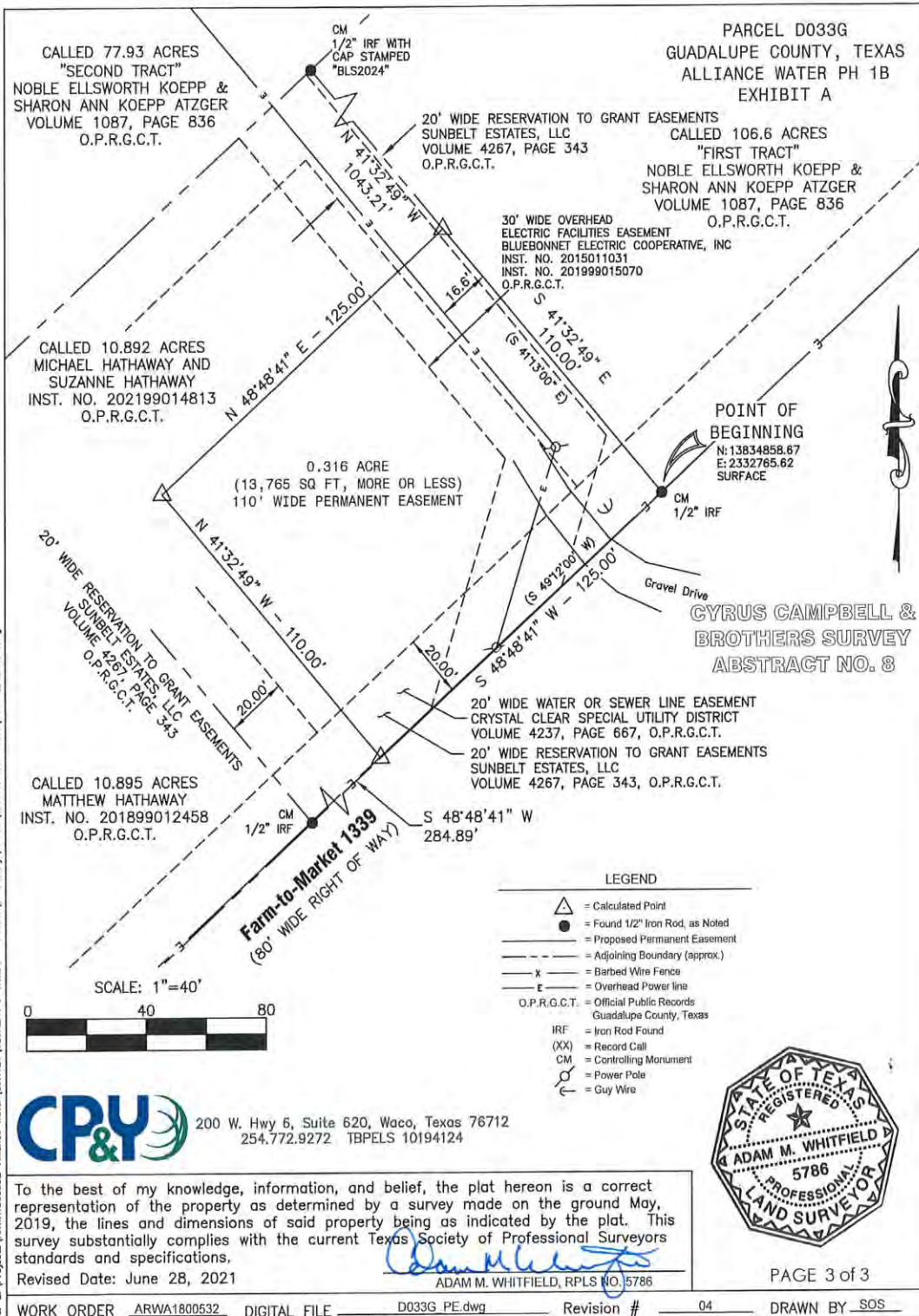
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are in U.S. Survey Feet and may be converted to grid by applying the combined scale factor of 1.00013.


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

Date: 6-28-21
January 24, 2020

Revised Date: June 28, 2021





Date: Jun 28, 2021, 3:10pm User: ID: mthalling Survey: SEGMENT D TITLES - Guadalupe County\033g\EXHIBIT E\SEGMENT D033G_PE 1064.dwg
 File: G:\Projects\ARWA1800532-Alliance Water\Survey\SEGMENT D TITLES - Guadalupe County\033g\EXHIBIT E\SEGMENT D033G_PE 1064.dwg



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

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground May, 2019, the lines and dimensions of said property being as indicated by the plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.
 Revised Date: June 28, 2021

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



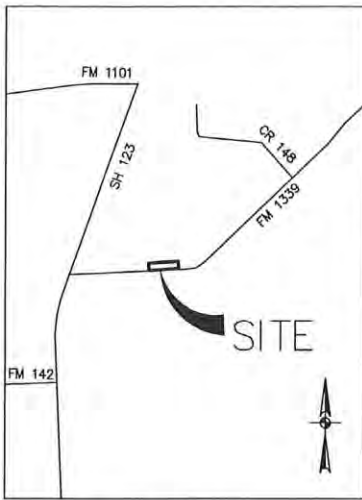
PAGE 3 of 3

WORK ORDER ARWA1800532 DIGITAL FILE D033G PE.dwg Revision # 04 DRAWN BY SOS

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Parcel D071G

**PARCEL D071G
DARLENE DIETERT McKEE
GUADALUPE COUNTY, TEXAS
ALLIANCE WATER PH 1B**



LOCATION MAP
NOT TO SCALE

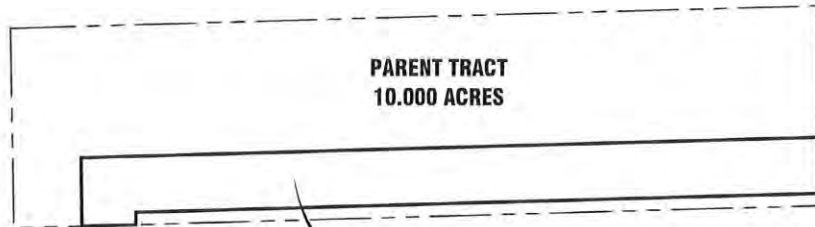
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE IN U.S. SURVEY FEET. TO CONVERT TO GRID, APPLY THE COMBINED SCALE FACTOR OF 1.00013.
4. ANY UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON VISIBLE ABOVE GROUND LOCATION ONLY. ALL UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED NEITHER ANY SUBSURFACE UTILITY ENGINEERING LEVELS A-D WERE PERFORMED BY CP&Y. THERE MAY BE ADDITIONAL UTILITIES THAT CP&Y HAS NOT BEEN ADVISED OF. THERE MAY BE EASEMENTS, (DEFINED OR UNDEFINED), AND/OR RIGHTS-OF-WAY THAT AFFECT THE SUBJECT TRACT THAT CP&Y HAS NOT BEEN ADVISED OF.

SCHEDULE B COMMENTS:

WFG NATIONAL TITLE INSURANCE COMPANY
GF# 21-201884-D071G
ISSUE DATE: JUNE 17, 2021

10k.) 100' EASEMENT AND RIGHT-OF-WAY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES EXECUTED BY MILTON DIETERT AND WIFE RUBY DIETERT TO LOWER COLORADO RIVER AUTHORITY, VOLUME 498, PAGE 31 D.R.G.C.T. (DOES AFFECT AS SHOWN)



**PARENT TRACT
10.000 ACRES**

**2.610 ACRES
(113,692 SQ. FT. MORE OR LESS)
90 FOOT WIDE PERMANENT EASEMENT**

Date: Jun 22, 2021 12:16:51 User ID: smith
File G:\Projects\ARWA1800532-Alliance Water Survey\SEGMENT D TITLES - Guadalupe County\D071G\EXHIBIT EASEMENT\D071G_PE_R01.dwg



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

PAGE 1 of 4

WORK ORDER ARWA1800532 DIGITAL FILE D071G Easement.dwg REVISION # 01 DRAWN BY MDH

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**Legal Description
2.610 Acre (113,692 Square Foot)
90 Foot Wide Permanent Easement**

BEING A 2.610 ACRE, 90 FOOT WIDE PERMANENT EASEMENT, SITUATED IN THE JOHN JONES SURVEY, ABSTRACT NO. 189, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF THAT CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO DARLENE DIETERT McKEE, AS RECORDED IN INSTRUMENT NUMBER 202199016897 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS (O.P.R.G.C.T.). SAID 2.610 ACRE, 90 FOOT WIDE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch capped iron rod found and stamped "B&A RPLS 2633", being the southwest corner of said 10.000 acre tract and the southwest corner of that called 5.554 acre tract of land described in a deed to Anthony B. St. John and Amanda B. St. John, husband, and wife, as recorded in County Clerks File Number 2018-99021683 of said O.P.R.G.C.T., also lying in the north Right of Way (ROW) line of Farm to Market Road 1339 (Variable width ROW);

THENCE N 01° 02' 14" W, leaving said north ROW line, along the common line of said 10.000 and 5.554 acre tracts a distance of 20.00 feet, to a point lying on the north line of that called 20 foot wide water line easement to Crystal Clear Water Supply Corporation, as recorded in Volume 375, Page 510 of the Deed Records of Guadalupe County Texas (D.R.G.C.T.) for the southeast corner and **POINT OF BEGINNING** of the herein described tract.

THENCE leaving said common line, over and across said 10.00 acre tract, the following two (2) courses and distances:

1. S 88° 27' 54" W, along the north line of said 20 foot wide easement, a distance of 1,153.38 feet, to a point for corner.
2. S 01° 00' 22" E, leaving said north easement line, a distance of 20.00 feet, to a point for corner lying on the common line of said 10.000 acre tract and FM 1339 north ROW line;

THENCE S 88° 27' 54" W, along the common of said 10.00 acre tract and north ROW line a distance of 90.00 feet, to a point for the southwest corner hereof. From which a 1/2 inch capped iron rod found and stamped "BLS 2024", being the southwest corner of said 10.000 acre tract bears S 88° 27' 54" W, a distance of 114.46 feet.

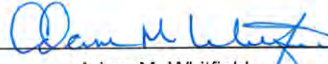
THENCE leaving said common line, over and across said 10.000 acre tract, the following two (2) courses and distances:

1. N 01° 00' 22" W, a distance of 110.00 feet, to a point for the northwest corner hereof;
2. N 88° 27' 54" E, a distance of 1,243.33 feet, to a point for the northeast corner hereof, lying in the common line of said 10.000 acre and 5.554 acre tracts. From which a 1/2 inch capped iron rod found and stamped "B&A RPLS 2633", being the northwest corner of said 5.554 acres bears N 01° 02' 14" W, a distance of 2814.45 feet.



THENCE S 01° 02' 14" E, a distance of 90.00 feet, to the **POINT OF BEGINNING** and containing 2.610 acres of land, more or less.

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


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

Date: 6.22.2021
January 24, 2020
Revised Date: June 22, 2021



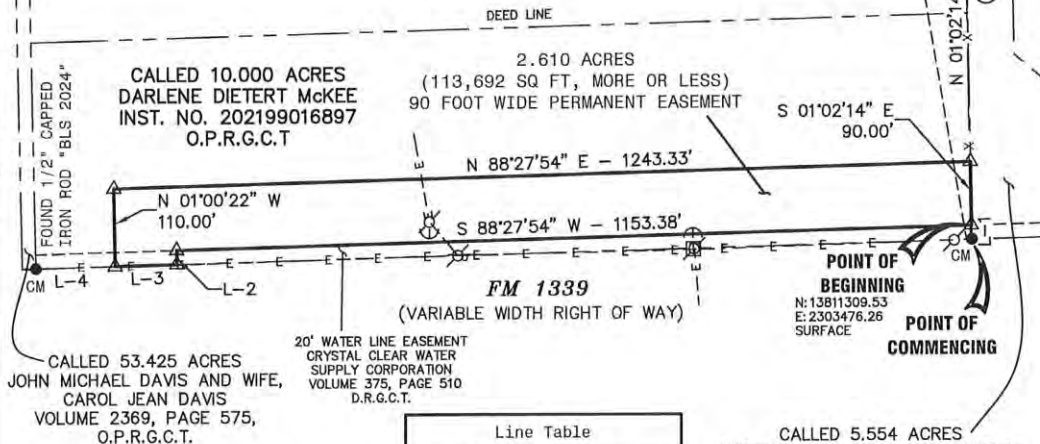
PARCEL D071G
 GUADALUPE COUNTY, TEXAS
 ALLIANCE WATER PH 1B
 EXHIBIT A

JOHN JONES SURVEY
 ABSTRACT NO. 189

- LEGEND
- = Calculated Point
 - = Found 1/2" Capped Iron Rod Stamped "B&A RPLS 2633" Unless Noted
 - = Power Line
 - = Proposed Permanent Easement
 - = Adjoining Boundary (approx.)
 - = Barbed Wire Fence
 - O.P.R.G.C.T. = Official Public Records Guadalupe County, Texas
 - D.R.G.C.T. = Deed Records Guadalupe County, Texas
 - (XX) = Record Call
 - CM = Controlling Monument
 - = Power Pole
 - = Guy Wire
 - = Telephone Pedestal

100' WIDE EASEMENT & ROW
 LOWER COLORADO RIVER AUTHORITY
 VOLUME 498, PAGE 31
 D.R.G.C.T.

CALLED 110.191 ACRES
 DARLENE DIETERT MCKEE
 INST. NO. 202199016898
 O.P.R.G.C.T.

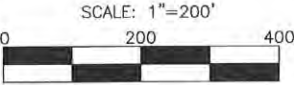


CALLLED 53.425 ACRES
 JOHN MICHAEL DAVIS AND WIFE,
 CAROL JEAN DAVIS
 VOLUME 2369, PAGE 575,
 O.P.R.G.C.T.

20' WATER LINE EASEMENT
 CRYSTAL CLEAR WATER
 SUPPLY CORPORATION
 VOLUME 375, PAGE 510
 D.R.G.C.T.

Line Table		
LINE	BEARING	DISTANCE
L-1	N 01°02'14" W	20.00'
L-2	S 01°00'22" E	20.00'
L-3	S 88°27'54" W	90.00'
L-4	S 88°27'54" W	114.46'

CALLLED 5.554 ACRES
 ANTHONY B. St JOHN AND AMANDA
 B. St JOHN, HUSBAND AND WIFE
 INST. NO. 2018-99021683
 O.P.R.G.C.T.



CP&Y 200 W. Hwy 6, Suite 620, Waco, Texas 76712
 254.772.9272 TBPELS 10194124



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

Revised Date: June 22, 2021
 ADAM M. WHITFIELD, RPLS No. 5786

WORK ORDER ARWA1800532 DIGITAL FILE D071G Easement.dwg Revision # 01 DRAWN BY MDH

Date: Jun 22, 2021, 12:18pm User ID: sarnith
 File: C:\Projects\ARWA1800532-Alliance Water\SURVEY\SEGMENT D TITLES - Guadalupe County\0071G EXHIBIT EASEMENT\0071G_PE_R01.dwg

L. ADJOURNMENT
