AGENDA

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
December 10, 2019, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

1. MEETING CALLED TO ORDER.

2. Announcements.
   A. The San Antonio Water System Board of Trustees will, during the Meeting, close the Meeting and hold an Executive Session pursuant to and in accordance with Chapter 551 of the Texas Open Meetings Act. The Board of Trustees may, at any time during the Meeting, close the Meeting and hold an Executive Session for consultation with its attorneys concerning any of the matters to be considered during the Meeting pursuant to Chapter 551 of the Texas Open Meetings Act.

3. Minutes.
   A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of October 1, 2019.


5. Public Comment.
CONSENT AGENDA ITEMS

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

6. A Resolution accepting recommendations regarding the contracting for certain services, equipment, materials, and supplies, and authorizing the acceptance of bids as follows: (DOUG EVANSON – YVONNE TORRES)

A. Award of New One Time Purchases of Materials, Equipment and Services.

No items for this Meeting.

B. Award of New and Renewal Annual Goods & Services Requirement Contract and Maintenance Agreements. Estimated annual purchases are based on unit prices bid. Actual totals and quantities may vary from the estimate.

1. Acceptance of the bid of ASCO Equipment to provide: annual contract for Ford New Holland products, parts, and service, Bid No. 19-0367, for a total of $173,965.95.

2. Acceptance of the bid of Pencco, Inc. to provide: annual contract for the aqueous solution of ferrous sulfate (FeSO₄), Bid No. 19-1071, for a total of $2,684,300.00.

3. Acceptance of the bid of Marshall Distributing Co., LLC to provide: annual contract for fuel services for off-road equipment, Bid No. 19-1027, for a total of $200,632.00.

4. Acceptance of the bid of Salt Exchange, Inc. to provide: annual contract for granulated bulk salt, Bid No. 19-19128, for a total of $126,500.00.

5. Acceptance of the bid of Praxair, Inc. to provide: annual contract for liquid carbon dioxide, Bid No. 19-19127, for a total of $535,397.00.

6. Acceptance of the bid of DXI Industries, Inc. to provide: annual contract for liquid chlorine, Bid No. 19-0338, for a total of $1,236,000.00.

7. Acceptance of the best value bid of My Plumber, Inc. dba J.R.’s Plumbing to provide: annual contract for the Plumber’s to People and Conservation Make-Over Programs, Bid No. 19-1165, for a total of $426,077.50.

8. Acceptance of the best value bid of Ivanti, Inc. to provide: annual contract for Endpoint Patch Management Asset Inventory Solution, Bid No. 19-19084, for a total of $181,122.00.

9. Authorizing the extension of an existing contract with BFI Waste Systems of North America, LLC to provide: annual contract for landfilling of biosolids, Bid No. 17-0791, for a total of $958,750.00.
10. Acceptance of the bid of Grande Truck Center to provide: annual contract for medium and heavy duty truck parts and service, Bid No. 19-0244B, for a total of $231,820.00.

11. Acceptance of the bid of Ferrellgas, LP to provide: annual contract for propane tank load deliveries and industrial cylinder refills, Bid No. 19-0294, for a total of $135,300.00.

12. Acceptance of the bid of Freeit Data Solutions, Inc. to provide: annual contract for Nimble storage support renewal, (DIR-TSO-4160), Bid No. 19-17041 for a total of $140,491.99.

13. Acceptance of the bid of Mid-Coast Electric Supply, Inc. to provide: annual contract for the purchase of authorized distributor Allen Bradley Programmable Logic Controller (PLC) parts, Bid No. 19-19135, for a total of $889,011.70.

14. Acceptance of the bid of DXI Industries, Inc. to provide: annual contract for sulfur dioxide, Bid No. 19-0183, for a total of $705,515.00.

15. Acceptance of the bid of RFD & Associates, Inc. to provide: annual contract for Splunk Enterprise 100 GB subscription, (DIR-TSO-3926), Bid No. 19-17094, for a total of $177,057.00.

16. Acceptance of the bid of SHI-GS, Inc. to provide: annual contract for Microsoft Enterprise Agreement Software License Subscription Support, (DIR-TSO-4092), Bid No. 19-1378, for a total of $2,705,082.00.

17. Acceptance of the bid of Lhoist North America to provide: one-time rental of a mobile lime slurry chemical feed unit and purchase of liquid lime, Bid No. 19-19152, for a total of $253,500.00.

**CAPITAL IMPROVEMENT CONTRACTS**

**PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY**

**Water and Sewer Line Improvements**

7. A Resolution awarding a construction contract to SAK Construction, LLC in an amount not to exceed $1,480,116.00 in connection with the Multiple Sewershed Package 7B Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

8. A Resolution awarding a construction contract to Cruz Tec, Inc. in an amount not to exceed $2,513,636.65 in connection with the Multiple Sewershed Package 10B – CIPP Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
9. A Resolution awarding a construction contract to Texas Pride Utilities, LLC in an amount not to exceed $2,158,855.00 in connection with the Multiple Sewershed Package 11A Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

10. A Resolution awarding a construction contract to D Guerra Construction, LLC in an amount not to exceed $1,471,527.50 in connection with the Package 8 Replacement – Bitters Site Bore Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

    Production, Transmission and Treatment Improvements

11. A Resolution awarding a construction contract to CFG Industries, LLC in an amount not to exceed $373,000.00 in connection with the Medical Elevated Storage Tank Overcoat Project. (ANDREA BEYMER – TRACEY LEHMANN)

12. A Resolution approving Change Order No. 4 in an amount not to exceed $118,051.59 to the existing construction contract with Whittaker Lane Contracting, LLC in connection with the Ground and Elevated Storage Tank Site Demolition Project. (ANDREA BEYMER – TRACEY LEHMANN)

13. A Resolution approving Change Order No. 3 in an amount not to exceed $222,463.88 to the existing construction contract with PLW Waterworks, LLC in connection with the Central Water Integration Pipeline Agua Vista Station Project. (ANDREA BEYMER – ALISSA LOCKETT)

14. A Resolution approving Change Order No. 3 in an amount not to exceed $213,200.47 to the existing construction contract with MGC Contractors, Inc. in connection with the Central Water Integration Pipeline – Bitters Pump Station and Segment 5-3 Project. (ANDREA BEYMER – ALISSA LOCKETT)

    REPLACEMENT AND ADJUSTMENT PROJECTS

    Governmental Relocations and Replacements

15. A Resolution approving expenditures in an amount not to exceed $746,242.09 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

16. A Resolution approving expenditures in an amount not to exceed $267,197.52 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Freeman Drive: District 7 Drainage Improvements Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

17. A Resolution approving expenditures in an amount not to exceed $1,326,864.56 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Harry Wurzbach at Austin Highway Improvements Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
18. A Resolution approving expenditures in an amount not to exceed $137,323.00 for the adjustment of water facilities by the City of San Antonio in connection with the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

19. A Resolution approving an Advance Funding Agreement with the Texas Department of Transportation; authorizing expenditures in an amount not to exceed $235,105.31 for replacement of water facilities by the Texas Department of Transportation in connection with the Austin Highway Bridge Replacement Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

20. A Resolution approving an Advance Funding Agreement with the Texas Department of Transportation; authorizing expenditures in an amount not to exceed $37,723.45 for the removal of asbestos cement pipe by the Texas Department of Transportation in connection with the Austin Highway Bridge Replacement Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

EASEMENT AND REAL PROPERTY

21. A Resolution accepting an offer in the amount of $192,500.00 for the sale of approximately 18.5 acres located at 3396 Valley Road, San Antonio, Texas in the southeast quadrant of Bexar County, Texas; approving a purchase agreement with Martin A. Reyes; authorizing payment of closing costs up to $4,500.00 at closing. (NANCY BELINSKY – BRUCE HABY)

22. A Resolution declaring a public necessity for public use, the acquisition of certain real property in the City of San Antonio being approximately 234.07 acres of land for the Mitchell Lake Wetlands Water Quality Treatment Project, in the southwest quadrant of Bexar County, Texas for the public use of the expansion and operation of the System through the construction of the project; requesting that the City Council of the City of San Antonio adopt an ordinance reaffirming and declaring that the project is for a public use and a public necessity exists for the acquisition of the property and authorizing the System to take all appropriate action to acquire the property by negotiation and/or condemnation. (NANCY BELINSKY – BRUCE HABY)

23. A Resolution authorizing the amendment of temporary construction easements being approximately 0.228 acres from Mortgage Loan & Agency Company, joined by Short Living Trust, located at the southwest corner of Loop 1604 and Voigt Drive, in Bexar County, Texas for the Central Water Integration Pipeline Project Segment 5-1 in an amount not to exceed $200,000.00. (NANCY BELINSKY – BRUCE HABY)

24. A Resolution authorizing settlement of litigation and the expenditure of funds in the amount of $85,000.00 for litigation between the System and Praveen K. Thangada for a 1.419 acre tract for the W-6: Hwy 90 to SW Military Drive Sewer Main Project; authorizing the System's Legal Counsel to continue to prosecute the litigation through final judgement and any appeals, if deemed necessary. (NANCY BELINSKY – BRUCE HABY)
MISCELLANEOUS ITEMS

25. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,463,660.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 1.
(MICHAEL BRINKMANN – LEAMON ANDERSON)

26. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,410,260.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract – Package 2.
(MICHAEL BRINKMANN – LEAMON ANDERSON)

27. A Resolution approving a Joint Funding Agreement with the United States Geological Survey in an amount not to exceed $95,000.00 for the period ending December 31, 2020, in connection with measuring inputs and outputs of the Medina Surface Water and Groundwater System. (DONOVAN BURTON – DARREN THOMPSON)

28. A Resolution authorizing expenditures in an amount not to exceed $1,250,000.00 for the purchase of Cisco products and services through the State of Texas Department of Information Resources contracts DIR-TSO-4167 and its resellers for various Information Systems projects for the Infrastructure, Engineering, and Operations Groups for 2020. (SREE PULAPAKA)

29. A Resolution approving the recommendation of USI Insurance Services National, Inc. in an amount not to exceed $1,164,217.00 for the period ending December 31, 2020 in connection with the comprehensive commercial insurance program.
(SHARON DE LA GARZA)

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

30. A Resolution approving Utility Service Agreements to provide water and/or wastewater service to the tracts listed below requiring potential oversizing of mains (OVR), and/or are located outside the San Antonio Water System water and/or wastewater Certificate of Convenience and Necessity (CCN). (ANDREA BEYMER – TRACEY LEHMANN)
<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
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<td>Camp Stanley Tract</td>
<td>Camp Stanley Storage Activity</td>
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<td>OUTSIDE</td>
<td>INSIDE</td>
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<td>OUTSIDE</td>
<td>OUTSIDE</td>
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<tr>
<td>2</td>
<td>NPL Dominion Tract</td>
<td>I-10 Heuermann Land Venture, Ltd.</td>
<td>4.89</td>
<td>19</td>
<td>20</td>
<td>CoSA</td>
<td>INSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
</tbody>
</table>

Total 4,004.89 209 20

Production, Transmission and Treatment Improvements

31. A Resolution awarding a construction contract to Weisinger Incorporated in an amount not to exceed $4,358,535.00 in connection with the Mission Pump Station Additional Well Project. (ANDREA BEYMER – JUAN GOMEZ)

MISCELLANEOUS ITEMS

32. A Resolution recommending and requesting that the San Antonio City Council take certain actions with respect to the issuance and sale of obligations designated as “City of San Antonio, Texas Water System Junior Lien Revenue and Refunding Bonds, Series 2020A (No Reserve Fund)”. (DOUG EVANSON)

33. A Resolution recommending and requesting that the San Antonio City Council take certain actions with respect to the issuance and sale of obligations designated as “City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 2020B”. (DOUG EVANSON)

34. BRIEFING SESSION.
   A. Briefing and deliberation regarding the Vista Ridge Project
   B. Briefing and deliberation regarding the 2019 Cost of Service and Rate Design Study
   C. Briefing and deliberation regarding the Quarterly Financial Reports
   D. Briefing and deliberation regarding Edwards Aquifer water quality protection programs

35. Inquiries of the Board of Trustees for future briefings and/or follow-up action.

36. The Regular Session of the December 10, 2019, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Section §551.071 of the Texas Open Meetings Act.
EXECUTIVE SESSION.

A. Consultation with attorneys on legal matters related to the status of Texas Public Utility Commission, Docket No. 49448, in which Collin County Municipal Utility District No. 1 has appealed the water and wastewater rates of the City of Celina, pursuant to Texas Government Code §551.071.

B. Consultation with attorneys on legal matters related to the status of exceptions to the Texas Public Information Act and to information that is confidential by law, pursuant to Texas Government Code §551.071.

C. Consultation with attorneys regarding advice on legal matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, pursuant to Texas Government Code §551.071.

38. The Regular Session of the Regular Board Meeting of December 10, 2019, is hereby reconvened.

39. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF DECEMBER 10, 2019, IS HEREBY ADJOURNED.
MINUTES

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
October 1, 2019, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

Board Members Present:
Berto Guerra, Jr., Chairman
Pat Jasso, Vice Chair
Amy Hardberger, Secretary
Pat Merritt, Assistant Secretary
David P. McGee, Trustee
Eduardo Parra, Trustee

Board Members Absent:
Ron Nirenberg, Mayor

1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on October 1, 2019, and called to order at 9:10 a.m. by Chairman Berto Guerra.

2. Announcements.

A. The San Antonio Water System Board of Trustees will, during the Meeting, close the Meeting and hold an Executive Session pursuant to and in accordance with Chapter 551 of the Texas Open Meetings Act. The Board of Trustees may, at any time during the Meeting, close the Meeting and hold an Executive Session for consultation with its attorneys concerning any of the matters to be considered during the Meeting pursuant to Chapter 551 of the Texas Open Meetings Act.

Chairman Guerra recognized Dr. Robert Marbut and his students from Northwest Vista College, who were in attendance.
3. Minutes.
   
   A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of August 6, 2019.

Chairman Guerra asked if there were any corrections to the minutes. Hearing none, he stated the minutes were approved as presented.


Jeff Haby recognized Jerome Ilitis for being named a WEF Fellow by the Water Environment Federation at the West Texas Conference in Chicago. After a rigorous selection process, there were 15 people from around the world named WEF Fellows each year.

5. Public Comment.

Alan Montemayor commented on the trend for the weather to get hotter. To some extent it was a good thing for SAWS that people would use more water as it got hotter to keep lawns watered. From a SAWS perspective, the good news was that the tiered rate structure was working. People were feeling the pain of using a lot of water and their water bill was going up. The bad news was that those efforts were paying off and people were using less water, meaning that SAWS had a curtailment of water sales. As it gets hotter, more and more neighbors were shutting down sprinkler systems and letting lawns go dormant. He mentioned he was looking at buying land in Colorado for the eventuality of the heat forcing him out of San Antonio. He suggested the climate be considered as water projections and San Antonio’s population projections were reviewed. The Vista Ridge water was not needed and the citizens of San Antonio would be forced to pay for the water. As those bills come in and it becomes more and more apparent fewer and fewer people were able to pay those bills that was really going to force down water consumption. He asked that the Board attend some of the Rate Advisory Committee (RAC) meetings and get the flavor of what people were saying about the rates and the pain people were feeling around San Antonio. He also asked that SAWS begin moving the fleet to electric vehicles and charging those at night. SAWS would be doing a favor for the citizens of San Antonio that were paying for the electricity.

James Murphy stated he was there on behalf of his clients who were contesting an application by the Vista Ridge group to increase the amount of water from the Simsboro Aquifer. He asked the Board for support of their position. The applicants had not explained what they were doing with the additional water, and SAWS was the only client of the Vista Ridge group. As Mr. Puente informed the City Council on February 14, 2018, SAWS only needed 35,000 acre-feet of additional water from the Vista Ridge Project instead of the 50,000 contracted. If Donovan Burton was correct and the reason Vista Ridge was asking for the water was redundancy that seemed contradictory because Vista Ridge was assuming all the risks for this project. If Vista Ridge made a mistake and really could not deliver 50,000 acre-feet of water, it’s to the citizens’ financial benefit that they deliver only what they could deliver. He asked the Board to support the contested case hearing for the additional water. A contested case hearing would get to the facts of the matter but most important from SAWS perspective. He mentioned the students who were in attendance were always told government depends upon the consent of the governed. He stated his clients and friends on the Simsboro Aquifer Water Defense Fund had withdrawn their consent because they did not
believe that the Board represented them. In their opinion, they believed all sorts of weird conspiracy theories that the Board just represented developers who wanted to control the water supply in this region.

Colleen Waring stated she was a Milam County landowner. She commented on the history of the country when immigrants pushed the Native Americans from the reservations when oil was discovered. Now water had been discovered under the land in Milam and Burleson counties, and the landowners were facing the potential of their water being drawn down to the extent that wells wouldn't provide water anymore. As natives of Milam and Burleson counties, they were being faced with the loss of their livelihood, their water. She stated she had been fighting the Vista Ridge Project and its predecessors since 2009. Just a few years ago Mayor Nirenberg, who was a Council Member at the time, came to a meeting in Caldwell, Texas to talk to the landowners. He suggested that if the landowners would be willing to share their water, San Antonio was the most conservationist city in the country and San Antonio would not waste the water. The next thing she heard was that SAWS had lobbied the legislature and got a bill passed to sell 15,000 acre-feet of the water out of the Edwards Aquifer to communities outside of the Edwards region. Was it because San Antonio didn't need that water? Then, why was SAWS drawing 50,000 acre-feet from the Simsboro Aquifer? If San Antonio was the most conservationist city and San Antonio ratepayers were using less and less water in response to conservation fees, then why did SAWS need to attack the water under their land? She asked the Board to reject the application for increased water from Vista Ridge.

Stan Mitchell stated he had a message for Chairman Guerra. At the April board meeting, he questioned the Chairman’s $35,000 personal contribution to the Secure San Antonio's Future Campaign, which Mayor Nirenberg endorsed, directed at retaining city government powers while limiting citizen access to information. As the numbers guy, he observed that he did not know what the Vista Ridge Project cost and was still in the dark. He suggested in April that the Chairman consider stepping down, but the Chairman ignored the suggestion. He discussed the Chairman’s accomplishments in the intervening six months. Mr. Puente got a five percent raise and a $100,000 bonus raising his compensation to three times that of heads of other municipally-owned water and wastewater utilities in Texas. Two compensation consultants were paid $193,000 and then their quantification were replaced with Trustee McGee’s personal judgment. Revised impact fees were approved that left $87 million on the table, a nice acknowledgment to the real estate development community that joined with even bigger contributions to the Secure San Antonio's Future Campaign. Blue Water added about 5,000 acre-feet per year that would be drawn from the Simsboro Aquifer. He had seen no SAWS plan to sell 15,000-acre-feet per year identified earlier as exempt so he could not expect a plan for the sale of the now 20,000 acre-feet per year of excess supply. Of course, the additional 5,000 acre-feet per year increasing Vista Ridge supply by 10 percent would be pumped uphill 728 feet across 143 miles to San Antonio for 30 years. Whatever the electrical cost of pumping 50,000 acre-feet year to San Antonio would now be 10 percent greater. He asked Mayor Nirenberg when he would fulfill his responsibility and nominate Mr. Guerra's replacement.

Alice Canestaro-Garcia discussed the financial close in November 2016, of the Vista Ridge project. She stated she was advised that until May 2017, she had time to work with SAWS on refining and improving the Vista Ridge water pipeline. The paper’s initial response was
that the projected was not needed, and that water pipelines failed horribly in California taking water from one place to another place and seeing it done here so many years after it was already proven a failed technology just seemed ridiculous. She was concerned about having access to more water than needed, since the community was good at conservation. She asked for the next project to allow the community to catch its own water. When the cowboys from Burleson came in with thousands of signatures protesting the project in 2015, they wanted funding for rainwater and stormwater catchment. She did not want to take the neighbors' water and they did not want to give it to us. She asked the Board to get out of the Vista Ridge Water Pipeline.

Ellen Berkey stated she attended the first meeting of the RAC last week. She got the impression the RAC had little resemblance to the prior committee, which had a special advisor role to the SAWS Board in 2015. She noted that Trustee Hardberger, who was not on the Board when the 2015 RAC met, had requested the progress of the current RAC be recorded accurately and thoroughly to the Board. She reviewed what she had stated as a Citizen to be Heard at the first RAC meeting. First, how would the RAC help SAWS pay for the increasing cost of the Vista Ridge infrastructure project and other large capital improvement projects? Second, how would the RAC absorb the $87 million worth of impact fees the Capital Improvements Advisory Committee recommended be waived? She noted that City Council had become increasingly reluctant to unanimously forward waivers of impact fees and rate increases onto the ratepayers. Third, there was an emerging environmental consciousness within the city, which was not very tolerant of taking water that was not needed from people who didn’t want to give it to us because it would cost them a great deal of their resources. She stated the RAC was purely advisory, but the Board was not and the buck stopped right here.

Barbara Howard stated she was from the Eastwood Neighborhood. On March 27, 2019, she unknowingly drank some contaminated water. She immediately turned off the faucet and took a bottle of the brown water to the substation on W.W. White and East Houston Street. The customer service representative took down information and said someone would call her. The representative gave her three telephone numbers to call to reach quality control, and also gave her a customer service number. She stated her cousin's house on the next street was having the same problem with the brown water. A SAWS employee came out and flushed the hydrant. The employee stated the brown water or rusty-looking water came from some type of connection at the end of Upland and Jarbet, and either the Fire Department or SAWS when finished using the water did not thoroughly flush it out. She stated she called the telephone numbers the next day, especially since some other people were having the same problem in her neighborhood.

Mr. Puente introduced Donovan Burton, who was in charge of water quality. He asked Mr. Burton to speak with Ms. Howard to make sure her concerns were addressed.

Anya Bartay stated she was a business owner in architecture, construction and development. Being that there was so much development happening in San Antonio, some special consideration was needed. When partnerships with other developers that want to profit off of deficiencies, it became a disrespectful issue. Along with a lot of people, independent owners and contractors, politicians, governors and senators, she was working to try and change the climate in San Antonio. San Antonio didn’t get rain because there was too much
heat created in the city. The amount of pervious pavement versus vegetation had decreased over the last ten years. From what she understood, the Vista Ridge Project never came to voters' attention. Therefore, it just went over the heads of most people in San Antonio. People did not even know about the Vista Ridge Project, how it was going to affect them, and how they're going to start paying for that now. She asked the Board to take into special consideration how much water was going to increase, because a lot of people were paying too much money for CPS and too much money for SAWS. This had caused some gentrification issues in several parts of San Antonio. She asked the Board to consider all the families and children, who were all human beings with the right to clean, uncontaminated water and who would be affected. She asked the Board to also consider how people develop property in San Antonio. Instead of wiping out the whole site, they needed to just make pathways for the machinery to get through. SAWS, CPS, and the City needed to work more closely with those developers to prevent this from happening again.

Chairman Guerra also welcomed Councilman John Courage who was in attendance.

CONSENT AGENDA ITEMS

Items 6 – 36

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

6. A Resolution accepting recommendations regarding the contracting for certain services, equipment, materials, and supplies, and authorizing the acceptance of bids as follows: (DOUG EVANSON – YVONNE TORRES)

A. Award of New One Time Purchases of Materials, Equipment and Services.

1. Acceptance of the one-time purchase of American Process Group, Inc. to provide: cleaning of digester and sludge holding tank at the Steven M. Clouse WRC, Bid No. 19-19086, for a total of $708,433.00.

2. Approving a one-time purchase from Xylem, Inc. to provide: two each 8" x 8" trailer mounted backup pumps, Bid No. 19-19100, for a total of $163,220.00.

3. Approving a one-time purchase from Alterman, Inc. to provide: forty-eight Salient rack mount servers, Bid No. 19-19111, for a total of $252,528.00.

B. Award of New and Renewal Annual Goods & Services Requirement Contract and Maintenance Agreements. Estimated annual purchases are based on unit prices bid. Actual totals and quantities may vary from the estimate.

1. Acceptance of the best value bid of Loftin Equipment Co. to provide: annual contract for generator maintenance service, repair and parts, Bid No. 19-0625, for a total of $535,942.00.

2. Acceptance of the sole source bid of Alfa Laval, Inc. to provide: annual
contract for OEM Ashbrook gravity belt thickener and belt filter press belts, Bid No. 19-5089, for a total of $116,515.60.

3. Acceptance of the bid of J & S Materials, LLC dba Madden Materials to provide: annual contract for the purchase and delivery of sludge drying bed aggregate, Bid No. 19-0180, for a total of $382,500.00.

4. Acceptance of the sole source bid of Aqua-Aerobic Systems, Inc. to provide: annual contract for the purchase of aqua-aerobic cloth media filters and filter parts, Bid No. 19-19091, for a total of $385,275.00.

5. Acceptance of the bid of Safety Supply, Inc. to provide: annual contract for plastic barricades and traffic control devices, Bid No. 19-0009, for a total of $110,069.90.

6. Authorization of additional funds to existing contract with Pencco, Inc. to provide: aqueous solution of ferrous sulfate (FeSO4), Bid No. 15-1071, for a total of $358,000.00.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

7. A Resolution awarding a construction contract to PM Construction & Rehab, LLC dba IPR South Central in an amount not to exceed $2,440,964.00 in connection with the Basin Planning Consultants (BPC) Central Small Diameter Package 1 Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

8. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,798,750.00 in connection with the Multiple Sewershed Package 8 – Replacement. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

9. A Resolution awarding a construction contract to PM Construction & Rehab, LLC dba IPR South Central in an amount not to exceed $1,386,868.00 in connection with the Multiple Sewershed Package 10A – CIPP. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

10. A Resolution awarding a construction contract to Vortex Turnkey Solutions, LLC in an amount not to exceed $1,539,995.00 in connection with the Multiple Sewershed Package 10A – Pipebursting. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

11. A Resolution awarding a construction contract to R.L. Jones, LP in an amount not to exceed $1,112,987.00 in connection with the Multiple Sewershed Package 10B – Open Cut. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
12. A Resolution awarding a construction contract to R.L. Jones, LP in an amount not to exceed $2,192,409.50 in connection with the San Joaquin Avenue (Ceralvo/Arboleda to Old Hwy 90 W) Water and Sewer Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

Production, Transmission and Treatment Improvements

13. A Resolution approving Change Order No. 1 in an amount not to exceed $268,883.97 to the existing construction contract with Archer Western Construction, LLC in connection with the Wurzbach Pump Station Improvements Project. (ANDREA BEYMER – JOE CARRENO)

14. A Resolution awarding a professional services contract to Weston Solutions, Inc. in an amount not to exceed $718,118.82 in connection with the 2019 Lift Station Elimination Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

15. A Resolution approving additional expenditures to the existing professional services contract with Arcadis U.S., Inc. in an amount not to exceed $240,000.00 in connection with the Production Facilities Design Engineering Work Order Contract. (ANDREA BEYMER – JUAN GOMEZ)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

16. A Resolution approving expenditures in an amount not to exceed $1,749,826.58 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Esma Area Drainage Improvements Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

17. A Resolution approving expenditures in an amount not to exceed $837,691.03 for the replacement of water and sewer facilities by the City of San Antonio in connection with the Quintana Road Paving and Drainage Improvements Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

18. A Resolution approving expenditures in an amount not to exceed $1,347,056.72 for the adjustment and installation of water and sewer facilities by the City of San Antonio in connection with the West Military and Ingram Road Extensions Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

19. A Resolution approving an Interlocal Agreement with Bexar County; approving expenditures in an amount not to exceed $150,713.25 for the adjustment of water facilities by Bexar County in connection with the Pct. 2 Pavement Restoration Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)

20. A Resolution approving additional expenditures in an amount not to exceed $200,000.00 to the existing Interlocal Agreement with Bexar County in connection with the Marshall Road: US 281 to Bulverde Road Project. (ANDREA BEYMER – GAIL HAMRICK-PIGG)
21. A Resolution approving an Interlocal Agreement with the Alamo Regional Mobility Authority; approving expenditures in an amount not to exceed $2,427,239.94 for the adjustment and installation of water facilities by the Alamo Regional Mobility Authority in connection with the Talley Road Phase I Project.  
(ANDREA BEYMER – GAIL HAMRICK-PIGG)

**EASEMENT AND REAL PROPERTY**

22. A Resolution declaring a public necessity for public use, the acquisition of certain privately owned real property in the City of San Antonio being permanent sewer easements and temporary construction easements for the E-54 Sewer Main Outfall Project in the northeast quadrant of Bexar County, Texas, which easements shall be acquired by negotiation and/or condemnation, if necessary.  Project located in:  NCB 17728, 34964A, 34958, 34917, CB 4917, 4918, 4909, 4911, 4910B, 4912A and 4913.  
(NANCY BELINSKY – BRUCE HABY)

23. A Resolution declaring a public necessity for public use, the acquisition of certain real property in the City of San Antonio being permanent and temporary easements for the Riebe Tract Sewer Extension Project in the northwest quadrant of Bexar County, which easements shall be acquired by negotiation and/or condemnation, if necessary.  Project located in:  CB 4557.  
(NANCY BELINSKY – BRUCE HABY)

**MISCELLANEOUS ITEMS**

24. A Resolution approving Lease Agreements with the holders of Edward Aquifer Authority groundwater rights for a total of 1,954.331 acre-feet per annum of Edwards Aquifer Authority groundwater rights at a cost of $242,525.03 per year for five years beginning in 2022 or 2023 for a total obligation of the Lease Agreements in an amount not to exceed $1,212,625.15.  
(DONOVAN BURTON – DARREN THOMPSON)

25. A Resolution approving additional expenditures to the existing professional services contract with LBG Guyton Associates, now doing business as WSP, Inc. in an amount not to exceed $219,552.00 in connection with Water Resources Engineering Consultant Services Contract.  
(DONOVAN BURTON – DARRREN THOMPSON)

26. A Resolution awarding task order contracts to Prime Controls, LP and Control Panels USA, Inc. in the total amount not to exceed $900,000.00 in connection with Programmable Logic Controllers Replacement.  
(SREE PULAPAKA)

27. A Resolution approving the amendment and restatement of the San Antonio Water System Deferred Compensation Plan and Trust, adoption of a separate trust agreement for the amended and restated plan, merger of two other 457(b) plans sponsored by the San Antonio Water System into the amended and restated plan, and designation of plan administrator of the amended and restated plan.  
(DOUG EVANSON – SHARON DE LA GARZA)
28. A Resolution recommending and requesting that the San Antonio City Council take certain actions with respect to an issuance and sale of obligations to the Texas Water Development Board pursuant to its Drinking Water State Revolving Fund Program and designated as “City of San Antonio, Texas Water System Junior Lien Revenue Bonds.” (DOUG EVANSON)

29. A Resolution recommending and requesting that the San Antonio City Council take certain actions with respect to the issuance and sale of obligations to the Texas Water Development Board pursuant to its Clean Water State Revolving Fund Program and designated as “City of San Antonio, Texas Water System Junior Lien Revenue Bonds.” (DOUG EVANSON)

30. A Resolution approving the issuance of the “Schertz/Seguin Local Government Corporation Contract Revenue Refunding Bonds, Series 2019 (San Antonio Water System Expansion Water Treatment Project 2)” as required by the provision of that certain Mutual Regional Water Supply Contract by and among the respective parties. (DOUG EVANSON)

31. A Resolution amending the Public Comment portion of the Policy on the Conduct of Board and Committee Meetings. (NANCY BELINSKY)

32. A Resolution approving settlement of the lawsuit of Alyssa Carroll against the San Antonio Water System; approving the System’s financial obligation in the amount of $99,500.00 for purposes of the settlement. (NANCY BELINSKY)

33. A Resolution awarding a construction contract to Four Seasons Development company, Inc. in an amount not to exceed $215,600.00 in connection with the Leon Creek Water Recycling Plant Fence Project. (JEFF HABY – CARLOS MENDOZA)

34. A Resolution awarding a construction contract to Clearfield Construction, LLC dba Alamo Decks and Fence in an amount not to exceed $293,070.00 in connection with the Steven M. Clouse Water Recycling Plant Fence Project. (JEFF HABY – CARLOS MENDOZA)

35. A Resolution ratifying the actions of the Vice President of Production and Treatment Operations in awarding a purchase order to Johnson Controls, Inc. in an amount not to exceed $2,161,349.91 in connection with the operations of the Port San Antonio Building No. 356 and Cherry Street Chilled Water Plants. (JEFF HABY – CARLOS MENDOZA)

36. A Resolution approving the Bylaws of the Rate Advisory Committee. (MARY BAILEY)

Chairman Guerra asked if there were any items in the Consent Agenda that should be pulled for individual discussion or consideration.

Ms. Merritt made a motion to approve the Consent Agenda Items 6 – 36. Mr. Parra seconded the motion.
Consent Agenda Items 6 – 36 were unanimously approved. Electronic voting.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

37. A Resolution approving Utility Service Agreements to provide water and/or wastewater service to the tracts listed below requiring potential oversizing of mains (OVR), and/or are located outside the San Antonio Water System water and/or wastewater Certificate of Convenience and Necessity (CCN). (ANDREA BEYMER – TRACEY LEHMANN)

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
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<tr>
<td>1</td>
<td>Donecker Tract</td>
<td>Lennar Homes of Texas Land &amp; Construction, Ltd</td>
<td>65.38</td>
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<td>210</td>
<td>CoSA ETJ</td>
<td>OUTSIDE</td>
<td>Y</td>
<td>OVR/IFC</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
</tbody>
</table>

Tracey Lehmann presented Item 37, the Utility Service Agreement (USA) for the Donecker Tract. The tract was a residential development located on the southwest side of the service center just off of Loop 1604 and south of Highway 90. The property was a 65-acre tract in which the developer was requesting 210 water and wastewater equivalent dwelling units. There was an oversizing component for the water infrastructure as well as the property fell within the five-mile radius of military bases, with Lackland and Lackland Annex being the closest facilities.

There were two water projects going on that were extending a 16-inch and a 12-inch main south of Loop 1604 coming from Highway 90. Once those projects were completed, the developer of the Donecker Tract would be required to extend from those mains to the property and across the frontage. SAWS would upsize the main from an 8-inch to a 12-inch water main. In addition, there was a second oversizing opportunity along FM 143 that would oversize an 8-inch to a 16-inch water main between Loop 1604 and Cagnon Road. The second project was included in multiple USAs in the area and was intended for redundancy and looping of the system. For wastewater, the Medina River Sewer Outfall flowed through the center of the tract, and was a project completed by the development community and SAWS several years ago. The developer would connect to this wastewater main for service.

Staff recommended approval of the Utility Service Agreement for the Donecker Tract, which included an oversizing component for the water infrastructure.

Ms. Merritt made a motion to approve Item 37. Mr. Parra seconded the motion.

After no further discussion, Item 37 was unanimously approved. Electronic voting.
Production, Transmission and Treatment Improvements

38. A Resolution awarding a construction contract to D Guerra Construction, LLC in an amount not to exceed $7,846,638.00 in connection with the Feathercrest and Stoneridge Lift Stations Upgrades Project – Phases 1 and 2 Thousand Oaks and Wetmore.

(ANDREA BEYMER – JUAN GOMEZ)

Dr. Juan Gomez presented Item 38, a construction contract for the Feathercrest and Stone Ridge Lift Stations Upgrades Project - Phases 1 and 2 along Thousand Oaks and Wetmore. The project was in the northwest quadrant of the county just north of the airport, as well as Wurzbach Parkway and close to McAllister Park. The project included the Feathercrest and Stone Ridge lift stations that would be eliminated via gravity and sewer main. Projects that included a lift station went through a process to evaluate the different options available to eliminate via gravity or to rehab the lift station. As part of that process, it was determined that the lift stations could be eliminated via gravity main. Staff moved forward with the application of an easement and the right-of-way for the project. However, staff was not successful. The project ended up with a combination of eliminating one of the lift stations via gravity main and then building a new lift station for Feathercrest. Staff coordinated with the City, TxDOT and other entities that had the permits and the right-for-way for the alignments. The City had a 2017 Bond Project that was going to include paving work on the streets along Thousand Oaks, so that became a great opportunity for SAWS to partner with the City.

The lift stations were part of the Consent Decree. Prior to 2013, SAWS had rehabilitated 23 lift stations. Ongoing, there were 18 lift stations for elimination and 21 had been completed. There were 20 lift stations under construction and 44 had been completed via rehab. A new gravity main would be put in along Wetmore that included about 9,000 feet of 12-inch, 21-inch and 24-inch sewer pipe. The project would include new dual force mains, about 4,500 feet of 18-inch HDPE pipes on Thousand Oaks. The Stone Ridge lift station would be decommissioned and eliminated. The second phase of the project would build a new Feathercrest lift station. This work would be in coordination with the City’s project to come in after the project was completed and pave along Thousand Oaks. SAWS would be responsible for all of the paving, service, restoration, et cetera along Wetmore Road.

Two bids were obtained for this project. D Guerra Construction, LLC was the lowest responsible bidder with a bid of $7,846,638.00. The contractor was a local/MBE Hispanic firm. The bid amount represented a 7.3 percent decrease from the engineer's estimate. The design engineer was Alan Plummer & Associates, Inc. Construction duration was 447 days. The total SMWVB participation was 93.53 percent. He noted there was an error on the item provided to the Board, but confirmed the SMWVB participation for the project.

Staff recommended the award of a construction contract to D Guerra Construction, LLC and approval of funds in the amount of $7,846,638.00 for the construction contract.

Mr. McGee made a motion to approve Item 38. Ms. Merritt seconded the motion.

After no further discussion, Item 38 was unanimously approved. Electronic voting.
MISCELLANEOUS PROJECTS

39. A Resolution awarding a construction contract to Prime Controls, LP in an amount not to exceed $4,239,472.96 in connection with the Broadband Access Points and Programmable Logic Controllers Replacement – Phase 2 Project.

(ANDREA BEYMER – JUAN GOMEZ)

Dr. Gomez presented Item 39, a construction contract for the Broadband Access Points and Programmable Logic Controllers Replacement – Phase 2 Project. The project was across many sites all over the city. In 1968, the City of San Antonio was recognized as one of the first cities to automatically operate the water system. The SCADA was basically the brains of the operation and allowed a combination of power and software to deliver services to the customers. For example, a tank had level sensors and a control box that communicated with a Programmable Logic Controller (PLC). A PLC was basically a small field computer that collected data and information, and pass and executed the decisions made by operators. Once the PLC received information from the sensors, the information was communicated and transmitted to central control. It's then taken by HMI, Human Machine Interface, the software and hardware configuration and composition, and eventually made it through to the operator's screen for the operator to make a decision on what to do at the tank.

In 2013, a master plan was done to evaluate the existing conditions of the SCADA and operation of system and communications as well. It was found that there was a mixture of device ages, manufacturers, vendors, security protocols, and functionality across the system. Some of the recommendations from the master plan included converting to one platform. A single platform would make it easier to operate and easier to maintain. An upgrade of the broadband communication system and the broadband access points were also recommended. From a communication standpoint, there was only one path and there needed to be more than one pathway from Point A to Point B. Part of strengthening the system was being able to have multiple paths to receive information, and then include access points for some of the remote facilities. Implementing the recommendations of the master plan would obviously help strengthen the cyber security practices. Cyber security had changed significantly over the last ten years and would continue to change. Standardizing and converging to a single platform would improve the operation and would provide a cost benefit. The recommendations would increase reliability, redundancy and speed of communication, and would eliminate occasional communication failures.

The master plan identified 11 different projects. The Broadband and PLC Program included three projects. Phase 1 was already complete, Phase 2 was today’s item for the award of a construction contract, and Phase 3 was currently under design. He reviewed the improvements for each of the phases and the estimated cost of the program of about $13.1 million. Phase 3 was estimated at $4 million at this point of design. The project work for Phase 2 included replacing existing SCADA panels and PLCs at 30 different facilities, installing new radios at 15 facilities, and installing eight new towers. There were two different types of towers, a lattice and monopole. There was no clear technical difference and reason for choosing one or the other. In general, both types had a fairly wide range in terms of height. For lower heights of under 80 feet, the lattice towers were used because those were simpler to build and transport so more cost effective. The monopole tower were used in some instances because of aesthetics. The project would also install 14 chlorine analyzer systems at different facilities. These facilities were owned and operated by
BexarMet. These systems did not have anything to monitor and track chlorine going into the water and required people to drive to the site to check the condition of the system. Now all of that manpower and man-hours could be allocated towards preventative maintenance and troubleshooting other places.

Three bids were received on the project. The lowest responsible bidder was Prime Controls, LP with a bid of $4,239,472.96. The contractor was a local/non-SMWVB contractor, and the bid represented a five percent decrease from the engineer's estimate. The design engineer was Signature Automation, LLC. Construction duration was 450 days. The total SMWVB participation was 21.35 percent.

Staff recommended the award of a construction contract to Prime Controls, LP and approval of funds in the amount of $4,239,472.96 for the construction contract.

Ms. Jasso made a motion to approve Item 39. Mr. McGee seconded the motion.

Ms. Jasso commented on the fact that there was one system for SAWS and one for the old BexarMet. She asked if that was correct and if the project would consolidate everything to one master plan to monitor. Dr. Gomez confirmed. Part of the master plan was to converge into the single system.

Mr. McGee inquired about the efficiency and cost benefit analysis for the project. Dr. Gomez referenced a cost benefit memo prepared by staff. SAWS currently monitored 334 facilities across the system for both water and wastewater. SAWS had 151 lift stations, three water recycling centers, and 178 water production facilities. If each facility was manned with a single person 24/7/365, about five people per facility would be needed. Multiplying just on the water distribution system would require close to 800 people. Today, this was being done with 90 people across two groups, and these 90 people not only answer to the issues on the water side, some also helped on the wastewater side. They were answering about 2,000 work orders on an annual basis so the cost would be much higher if the system was monitored manually.

Mr. McGee asked if there was an actually dollar figure to compare one versus the other. Dr. Gomez replied just from the installation of the chlorine analyzer system, about $80,000.00 would be saved a year. The benefit gain goes back to being able to use those man-hours for beneficial purposes, such as preventative maintenance and other troubleshooting.

Ms. Merritt inquired about the life of the battery, how often it would need to be replaced, and what the back-up plan was if it failed. Dr. Gomez replied that in general, the project would replace a lot of the older PLCs. The average age of the PLCs to be replaced through the program was somewhere between 10 and 14 years. The older ones were in the 14-year life; the newer ones were closer to ten years. Manufacturers recommended five to seven years useful life. Computers, laptops and pads were replaced every few years, and a phone was almost like a PLC. There were no batteries associated with the radios. These were all driven by electricity, and the radios had about seven years in terms of useful life. A lot of what was being done was updating and upgrading older systems to then reap the benefits of that new technology.
Mr. Parra asked if by any chance the towers could be used for additional services, like perhaps renting space to somebody else. Dr. Gomez responded two of the facilities that would be installed in this phase of the program were actually leveraging, for example, the ground storage tanks. SAWS does lease space within the tower or the storage tank for communication providers and others.

After no further discussion, Item 39 was unanimously approved. Electronic voting.

**MISCELLANEOUS ITEMS**

40. **A Resolution authorizing the termination of water service to locations for which the San Antonio Water System has not received an annual report of testing and inspection of backflow prevention devices.** (DONOVAN BURTON – SCOTT HALTY)

Scott Halty stated he and his staff would work with Ms. Howard and follow-up on her water concerns.

Ms. Hardberger asked staff to talk a little about what led to the issue and what was SAWS process. Mr. Halty replied the customer probably had sediment. When SAWS gets a call like that, staff would go out and check the chlorine residual and flush the line until it cleared. Staff would go and check other fire hydrants in the area to make sure those were clear. Sometimes, the line may not get flushed well enough and a little bit of sediment gets left in the line.

Mr. Halty presented Item 40 related to backflow compliance and concerns with testing and reporting requirements. The request was to authorize the termination of service for SAWS locations where the test report and inspection report had not been received. Staff wanted to achieve compliance and did not want to terminate services. Staff would go out and physically contact these people and work with them on a ten-day agreement, if more time was needed to do the testing of their backflow assembly. Two years ago, staff came to the Board with a similar item. At that time, there were 3,600 addresses set for termination if the report was not received. Staff ended up terminating five services. All were back on the same day so staff was about achieving compliance and did not want to terminate service.

Backflow assemblies were required anytime a private or public system had the potential to push water into SAWS system. It allowed water to flow in one direction from the distribution line into the house or into the business, but did not allow water to come back to the distribution system. The backflow assemblies protects SAWS drinking water. Therefore, it protects the customers from contamination. He discussed pictures of backflow assemblies and some of the potential hazards to the water services that required the backflow assemblies and annual testing. There were two kinds of backflow assemblies, internal and external. The internal backflow device would make sure that water used in the processes didn’t make it to the water fountain or to the bathroom facilities and so forth. The external device kept the water from whatever the land use from going back into the distribution system, so it was extremely critical. Some of the businesses had several of these devices that have to be tested within one building. In fact, University Hospital had about 260 devices that had to be tested with six external devices and the rest were internal.
There had been a number of incidents over the years in different places around the United States. Most recently in December 2016, an asphalt company had some emulsion that back-siphoned into Corpus Christi’s water system. They were banned from using tap water, so over 300,000 people were without water. It was found out that the asphalt company did not have a backflow preventer. SAWS sent teams down to help flush the system. Customers could not boil the water because the emulsion could not be boiled out of the water like bacteria, so they were without water for three or four days. TCEQ has always been sensitive to this issue but after that incident, they really have looked at this and require quarterly reports on backflow compliance.

The Safe Drinking Water Act at the federal level was carried out by the state. Annual testing for the assembly was required for those listed as a health hazard. Locally, there were ordinances that required inspection and testing. In February, SAWS went to City Council and made amendments to the ordinance. All the tests were required to be done by June 30, and the second half of the year was used to get caught up, contact people, and try to get the test completed. The test report was submitted to SAWS. TCEQ did an extensive inspection of the public water systems every three years. TCEQ did one this year and asked about these reports. SAWS had enforcement authority and issued a written notice of a violation for non-compliance. The customer had 90 days after the date of notice to resolve the issue. SAWS had the ability to terminate the water and/or sewer service with approval of a resolution by the Board. The City of San Antonio passed an ordinance on February 14, which required owners to complete annual testing by the new date, June 30. SAWS put the new requirement in the 18,647 letters sent out as a reminder to have the device tested and the new date. There were about 38,000 backflow assemblies out there right now. A final notice was issued on July 3, and any service that failed to submit the required information was mailed a final notice. About 12,000 letters were mailed, and failure to respond to the final notice within 90 days would result in a site visit.

If the Board approved the request, SAWS inspectors would facilitate the third notice for non-compliance. Contact would be made with the owner. Staff was planning on emphasizing education of the owners so they knew about these devices and why this was so important. If required, a 10-day working agreement would be signed to get the device tested within the next 10 days. Staff would work with the owner, if they needed a little longer to find a tester. If the owner had an irrigation system and septic, then they were considered high health hazard. If the owner didn’t use the irrigation system and really didn’t need the backflow device, they would need to cap the irrigation system and staff would remove them from the list. If a backflow owner failed to comply with the 10-day agreement, SAWS may terminate the water service if warranted. The fee to reinstate the water service would be applied.

Currently, there were 6,149 addresses on the list. Staff would continue to reach out to the owners regarding backflow prevention. A couple of years ago, Trustee McGee asked if staff had contacted the local media. We did reach out through local media, but they felt it was kind of a niche story for just certain businesses and industries and decided not to carry the story. Staff also talked to other organizations in San Antonio, the Manufacturers Association, the San Antonio Chamber of Commerce Water Committee, the Apartment Association, the Restaurant Association, the Building Owners and Management Association, the Real Estate Council, the Irrigators Association, and the American Backflow Prevention
Association. A lot of these groups put the information in their newsletter to let people know and somewhat of a surge in the number of tests were received. The majority of the high health concern backflow assemblies were commercial and industrial. He reviewed the ways customers could communicate their tests to SAWS that included email, phone, fax, an online portal, and SAWS website.

Staff recommended the Board authorize the termination of water service to locations for which SAWS had not received an annual report of testing and inspection of backflow prevention devices. This authorization was for 2019, and staff would come back next year, if reauthorized was needed.

Ms. McGee made a motion to approve Item 40. Ms. Merritt seconded the motion.

Mr. McGee thanked staff for trying to get the media's attention on this program. This was really embarrassing, it's also a big public health issue that needed to be taken very seriously. There were 141 pages of addresses that included individuals, restaurants, banks, convenience stores, pharmacies, government entities, theaters, insurance companies, and even churches of every denomination. He hoped staff would do whatever they could to get people's attention because it's pretty serious. Mr. Halty agreed it was very serious, especially after the Corpus Christi incident.

Ms. Hardberger stated she was also struck by the length of the list. She asked if there was a hypothesis as to why there was this much lack of responsiveness. Mr. Halty responded it's an education issue. In the past, there's been some issues with the computer system, and staff wasn’t getting out and contacting these people. As time goes by over the next two or three years, he hoped that the number would decrease. The number of backflow facilities grew over 1,500 just this year. Ongoing growth and education was needed so the owners would remember to set aside the time to do this every year. The program did create a market for testers. There had been a little bit of trouble getting a tester out. Staff would work through that problem with the owners, and there would probably be more testers.

Ms. Hardberger suggested somehow tying the reminders to something else that's going out to the owner, particularly if they were not accustomed to completing the report. She was concerned the list would just get longer. Mr. Halty responded that staff had tied in with the web app where testers could deliver the reports. This freed up staff time on the computer putting in the test reports, whereas staff could go out and contact these owners.

Mr. Parra stated he was also concerned about the effectiveness of the program because money was being spent on mailing notices once, twice, three times, then disconnect, then reconnect. He asked if there was a better national practice or was this the way to do it by law. Mr. Halty stated this was the best way he knew at this point. The law did drive this in terms of TCEQ wanted to be able to see the test reports for these addresses. To his knowledge right now, this was the best way to do the program. He thought things would improve as time goes by with continued education and outreach.

Mr. Parra asked if other systems were dealing with this same issue. Mr. Halty confirmed other systems were dealing with the same issue. Staff attended a quarterly meeting at TCEQ with all the other cities. A couple years ago, SAWS was a little behind, and now was getting
caught up. He thought SAWS would be in the forefront in the future.

Mr. Parra suggested perhaps some sort of marketing campaign could be done online to try to educate more people because this was really an excessive number. Mr. Halty agreed.

Mr. Parra asked how much one of the tests cost. Mr. Halty responded the cost would depend on the device size and type. It could run anywhere from $100 to $300 per device. A large industry would be very expensive.

Ms. Hardberger agreed that it would be helpful to note how other cities were approaching the enforcement program. If another city was having much more success, she would be curious to know what they were doing. Mr. Halty stated he would follow up.

Chairman Guerra asked how many letters were issued last year and how many were shut off. Mr. Halty replied last year was a down year. Staff talked to TCEQ regarding cleaning up and simplifying the database to be more effective in terms of the numbers.

Chairman Guerra asked out of the 12,000 final notices, how many would be terminated. Mr. Halty stated he hoped for none, but there were five of a little over 36,000 two years ago. He really couldn’t tell, but hoped for less than ten. Staff made many attempts to contact the owners because they didn’t want to terminate any services.

Chairman Guerra agreed and didn’t think it would be that many at the end of the day. It was good to know that we were educating as time passes. He also agreed with his colleagues that staff might need a better outreach. Mr. Halty responded that they would work with Gavino Ramos’ group on that.

After no further discussion, Item 40 was unanimously approved. Electronic voting.

41. **BRIEFING SESSION.**

A. **Briefing and deliberation regarding the Vista Ridge Project**

Linda Bevis provided an update on the Vista Ridge Project. She discussed the effort to diversify the water supply for San Antonio and compared the portfolio in 2009, 2017 and 2020. Vista Ridge would come online in 2020, to help with the water supply. As staff started looking at Vista Ridge and where and just how to integrate 45 million gallons of water per day into the system, we stepped back to look at the existing water supplies other than Edwards that were coming into the system around the fringes of San Antonio. The approach with Vista Ridge would be to distribute in the north central and then get into the more central location of the service area. The Vista Ridge distribution area was vast and encompassed almost the entirety of Bexar County. She reviewed a map of Bexar County and the distribution area for the Vista Ridge water. The water would be blended with other sources that were coming into the system.

The SCADA system would help get Vista Ridge water into the system. The system was already complex, and introducing another 45 million gallons of water per day into one single location was complex. The SCADA upgrades would make it more of an automated process.
to move Vista Ridge water while managing the remainder of the sources coming in, including Edwards water. Along with the communication upgrades, major pump station improvements and the Central Water Integration Pipeline work had to be coordinated. As Trustee Jasso pointed out, DYNAC was the old SAWS system and ClearSCADA was the old BexarMet system. These systems would be replaced with the Rockwell Automation system, so there would be one platform to communicate with the system. For automation, the facilities were broken down requiring reprogramming into more manageable sets or groups. Nine groups were formed based upon how water moved in the system. To date, four groups have been completed. Group 7 was the spine of the central water integration and included the Agua Vista Station and several key distribution locations, the Bitters, Maltsberger, and Basin pump stations. SAWS was on target for functional testing of the system starting in late October to early November time frame. She pointed out that 61 of the 113 facilities identified needed to be reprogrammed so that was a little over 50 percent of the entire system.

As of September, the eight projects comprising the Central Water Integration Pipeline Project were approximately 60 percent complete. The tunnel project, which was Pipeline Setting 5-1, continued to drive the overall program schedule and was projected to be complete a little past the contractual deadline of December 31, 2019. Staff was working closely and diligently with the contractors to develop recovery schedules to get that tunnel delivered by April 2020, which was the commercial operation date for Vista Ridge. The Agua Vista Station was looking quite a bit more like a water production and treatment facility. In the past couple of months, most of the major equipment components had been delivered. Staff had been preparing for the upcoming January performance testing by having collaborative meetings with the contractor for commissioning of all the components. Additionally, testing contracts for the chemicals that would be used to treat the water were setup. Agenda Item 25 would further study the blending of Vista Ridge water with the remainder of the water system so there were no issues. During performance testing which was January 2020, staff had worked out a plan to get at least 25 mgd integrated from the Agua Vista Station using the Stone Oak Pump Station. Based upon conservative hydraulic modeling assumptions and minimum demands, the entire 25 mgd capacity of the station could be consumed. She reviewed a map of the flow path and general distribution area.

Doug Evanson discussed the project company’s intention to refinance some of their existing debt obligations. The project started in the development phase, and at financial close in November 2016, the project entered construction phase. The end of the construction phase was fast approaching with the operational phase in April 2020, when water delivery begins. The project company was looking at opportunities to potentially refinance the existing bank facility. The project company had a roughly $850 million bank facility that was used to fund the construction activities, and they were looking for more permanent financing. In a meeting the other day, the project company indicated that they had installed the last pipe, and were getting ready to begin testing some of the water flow. At the same time that the project company entered into the bank facility, they simultaneously entered into some interest rate hedge agreements, which potentially protected them in the event that interest rates spiked. With the construction essentially complete, the project company believed that would be received by the marketplace as being less risky. Therefore, now was an opportune time to potentially entertain permanent financing. The proceeds would be used to repay the bank facility and settle the hedge agreements, which the hedge agreement were slightly under water given the fact that long-term interest rates continued to fall. The project company
anticipated that the debt issued would fully amortize over the 30-year operational phase. Once the operational phase was completed, SAWS had an option to basically get the water for another 30 years, at which time the debt service would fall off and the actual payment SAWS would make for water was anticipated to decrease as a result of no longer having to pay capital on the groundwater unit price. The issue would be fixed rate debt and have level debt service.

Under the WTPA, the Water Transition Purchase Agreement, SAWS had certain rights. Those included consent, participation, and option to purchase rights. SAWS consent was required for the refinancing. SAWS had not yet provided consent, since all the details had not been received. Staff anticipated working with the project company, but couldn’t unreasonably withhold consent rights. Staff would likely come back to update the Board depending on exactly when the project company planned to issue debt. SAWS was entitled to a 25 percent share of any refinancing gain. In fact if there was any refinancing gain, SAWS would receive its share of any gain as a reduction in capital and raw groundwater unit price, which was established at $1,606 an acre-foot. He was not certain to whether or not there would be any refinancing gain. If it cost more to get out of the hedge agreements, then that would add no additional obligation to SAWS. Similar to the rights at the initial financial close back in November 2016, SAWS had an option to purchase all or a portion of the Senior Lien Debt. However, given the internal needs relative to the Consent Decree and other things, he did not anticipate exercising those rights to purchase any or any portion of the Senior Lien Debt. SAWS shall cooperate and assist the project company with any refinancing. As the project company goes forward and talks to potential investors, to the rating agencies, they may want some input from SAWS. He pointed out that SAWS had the ability to recover any costs incurred with providing this cooperation and assistance.

B. Briefing and deliberation regarding the 2019 Cost of Service and Rate Design Study

Mary Bailey provided a monthly update on the rate study. The first meeting was held last week, and the purpose was to provide an introduction and overview of the rate study process to the members of the Rate Advisory Committee (RAC). The RAC reviewed the bylaws, which were on the consent agenda, and went over the preliminary schedule of meetings. An overview of SAWS was provided to give the members some background on how SAWS operates, the number of employees and customers, the sites and geographic area served, sources of water, et cetera. Finally, the consultants, Raftelis, gave a presentation on some of the basic concepts of a rate study.

The RAC consists of 20 members, who represents each Council District and most, if not all, of the various types of customers. The mission of the RAC was to assemble a diversity of perspectives that represent our community to evaluate and make recommendations on the water, sewer, and recycled water rate structures. SAWS could perform a rate study with just staff and the consultants. However, this periodic review should reflect community values. The community should have a voice in the decisions made about rates. The RAC had a unique opportunity to help the rate study lead to improvements that would have a positive impact on the community.

She reviewed the preliminary schedule of future RAC meetings. These meeting would be
primarily held here at SAWS Headquarters. Meetings begin at 6:00 p.m. and the chair indicated her desire to end the meetings promptly at 8:00 p.m. If additional meetings were necessary to thoroughly commit the necessary time to the issues evaluated, those meetings would be scheduled. The first meeting was live streamed and the recording was available on SAWS website along with a copy of the presentation. Staff intended to continue live streaming the meetings for the benefit of both the public and the RAC members unable to attend the meetings. She thanked Trustee Jasso, who attended the first meeting.

She provided an abbreviated version of the presentation made by Raftelis on the basic concepts of the rate study process. Each step of the process builds and provides the foundation for the decisions that were made ultimately about the design of the rates. Step 1 involved setting the financial and pricing objectives that would underlie and provide direction for the decisions made in the other steps of the process. At the second meeting in October, the RAC would be asked to evaluate and prioritize these objectives. One of the members made a suggestion that rates that were fair and equitable and competitive would be more appropriate than subsidizing rates to encourage economic development. He would argue that perhaps the pricing objective of economic development would not need to be considered. Those things would be discussed throughout that workshop. She indicated that SAWS did not currently have any rates that were directly associated with economic development, and SAWS did not provide any kind of subsidization or discounts on rates to encourage development. The RAC’s recommendation related to prioritization would be brought to the Board for input. These objectives would provide the foundation for the rest of the studies. It was very important that everyone was in agreement with the ranking. The ranking would not be easy and the impact of the objectives on the rate design could be complicated. Some of these objectives would compete with each other, such as revenue stability versus the conservation price signal. The more tiered the rate structure, the more volatile revenue could be during periods of fluctuating weather, particularly very rainy or very dry periods. If revenue stability was the goal, then a higher fixed charge may be wanted and the tiers would not vary quite as much as the current structure. If conservation was a higher goal, then the current tiered rate structure would continue or perhaps change to even deepen those tiers because this would then send price signals early and often in order to encourage conservation.

Step 2 would identify the revenue requirements that any of the changes in rate structures need to support. The Board approved 2020 budget would be used as the revenue requirements. The rate increase that accompanies the 2020 budget was sufficient to support the budget. Any changes to rate design would ultimately need to generate the same amount of revenue as would be generated under the 2020 approved rates. These changes, recommendations from the RAC, and then ultimately approval from the Board were expected to go into effect in 2021. The rate study looked at how the customers were charged and not the overall level of revenues generated. Put another way, changes to the rate structure would need to be revenue neutral and the same amount of revenues would need to be generated.

In Step 3, the allocation of revenue identified in Step 2 needed to be allocated to each class of customer based on the cost each class imposed on the utility. Raftelis would play a huge role in this step of the process. They would utilize principles adopted by the American Water Works Association and the Water Environment Federation in developing how to allocate those costs. These principles would look at the characteristics of customer usage by class to
determine the costs that were put on the system by those customer classes. She reviewed a graph that illustrated the typical usage characteristics across different customer classes. Residential usage peaked during the spring and summer months due to outdoor uses of water, particularly landscape irrigation. Commercial and multifamily customer classes may also irrigate landscaping, but generally were required to have separate irrigation meters. The irrigation class customer may peak even more than the residential class customer since the base use for the business or apartment complex was covered in a different class. Peak usage could put more of a cost on the water system than a consistent level of usage because the infrastructure must be sized to handle peak volume. In 2019, the minimum day demand had been 166 million gallons a day, average day demand was 222 million gallons a days, and peak day demand so far this year had been 324 million gallons a day. To meet peak demand, the system would need to be sized, for this year alone, at least 50 percent larger than necessary just to meet average demand. To determine which class of customers imposed these additional costs to meet peak demand, the monthly usage from each class was reviewed to develop a peaking factor, effectively the ratio again of the highest usage month to the average for the year for that class. She gave a very high level view of how different types of costs were allocated across functional elements such as volume, peak day, peak hour, or based on the physical number of customers. For example, cost that could be easily tied to each gallon of water would be allocated based on total volume by class. Chemicals used to treat potable water such at chlorine or fluoride was a variable cost with each gallon produced. Conversely, most of the cost in the distribution center may be more attributed to peak day or peak hour type of an allocation because the system must be oversized to meet peak. Other costs might be better attributable to each class based on the number of customers in that class. A good example would be billing, meter reading, and other customer service related costs. Those costs were directly related to the number of customers. Once all the costs were allocated and various functional elements, the unit cost factors could be developed. The total number of customers would be divided by the costs for those customers. Using those unit cost factors and multiplying those costs by the number of units and each customer class would get the overall cost of service for each class. This would then be compared to what was recovered from the customers in each of those existing classes under the existing rates or, in this case, with the rate study that would be in effect for 2020. She noted the example of the comparison was for illustrative purposes and was not SAWS data. If the cost allocated to a particular class was greater than what was currently recovered, then the costs were under-recovered from that class. Conversely, if current rates collected more than the cost to provide service to the class, then the costs were over-recovered from that class.

In the last rate study, cost of service principles were ranked in the top three of the pricing objectives. That meant it was important that costs be allocated fairly to each class and that each class paid for itself. If there was a big discrepancy between costs and revenue in a particular class, then a decision had to be made to immediately fix that in one year or adjust it over time to minimize any large impact to the customers affected. After cost of service, the process would move into the rate design stage. Rate design was important because it allowed a utility to recover the revenue required from each class in a manner that achieved those pricing objectives identified in Step 1. While the allocation of cost to classes was more controlled by industry standards, utilities had much more latitude in designing how to recover these costs from within a customer class. This phase may take the longest time for the RAC to work through. Multiple scenarios would be provided to see the impact of certain pricing decisions and compare that to the existing rate structure, to other utilities, et cetera.
Each meeting began with a public comment section. During the first RAC meeting, three citizens had signed up to make public comment about the process. Ms. Berkey reviewed her comments. Some of the other issues that were raised were a suggestion that various sources of supply be tied to rate tiers. There was a comment about the Lifeline Rate not really helping to make rates more affordable for some of the lowest income customers, comments about maybe the general class needed to be split into some additional customer classes, comments about climate change and the impact not only on the water supply but the customer demands needed to be taken into account for future rate projections. Some concerns related to Vista Ridge were expressed, some with regard to the multi-year rate adjustments, as well as some comments in support of a resolution submitted to the Mayor in September 2019.

The members were very engaged during the first meeting with lots of questions asked throughout the presentations. One member, James Smyle, was unable to attend the first meeting, but he submitted comments and questions for the committee to address early on in the process. In the pyramid that summarized the various steps of the rate study, the last step was assessing as to whether the objectives of the last rate study were achieved. Mr. Smyle requested that staff bring forward the assessment of the objectives from the last rate study in 2015, to determine if the decisions made yielded the required results. Other information requested was the plan related to sales of the Vista Ridge water, further analysis on fixed versus the variable portion of revenue. One of the members wanted to know about interconnect agreements with other retail water providers in the area. They asked for a 10-year rate history, including the stormwater rates. There was also questions about water quality testing and the billing of stormwater fees on behalf of the City of San Antonio. SAWS was not involved in the process of setting stormwater fees, but served as a billing agent for the City. Staff would provide information to the RAC about the stormwater fees, but it was important to understand the RAC would not need to make a decision about stormwater fees.

There would be two meetings in October. SAWS staff and the consultants would provide information about existing customer classes and consumption characteristics. Staff would provide information about the Conservation programs, and more information about operations and the capital budget, but really the bulk of the meeting would focus on affordability and existing programs offered to SAWS customers that were more economically challenged than the rest. Dr. Manny Teodoro, a professor at Texas A&M and a leading contributor to current discussion in the industry regarding affordability, would give a presentation on new ideas surrounding this important issue. The second meeting in October would be devoted to the pricing objectives. There would also be an optional Rain to Drain Tour on the October 26. She encourage the Board to attend, but the live stream would be available on the website, if they were not able to attend.

Ms. Jasso also encouraged the Board to attend or at least watch online. It was a great presentation, and always a learning experience.

Chairman Guerra thanked Ms. Jasso for attending, and staff for keeping the Board up to date on the process and the suggestions by the members and Trustees.
C. Briefing and deliberation regarding the Sanitary Sewer Overflow Reduction Program

Cristina Brantley reviewed the timeline for the Consent Decree. The majority of SAWS work would be completed by 2023. An additional two years would be allowed on large diameter projects that required new easements or additional land. As previously mentioned, SAWS asked for an additional two years due to the impact of W-6 to two projects, the W-9 and W-52 projects. These two projects were large diameter capacity projects in the western sewershed. In mid-January the Condition and Capacity Remedial Measures Plans were submitted, which was a major requirement for the Consent Decree. The two plans lay out the remaining work and were the result of many years of televising, monitoring, modeling, and engineering analysis. The report detailed 115 miles of condition work and 67 miles of capacity work from 2019 to 2027. In March, the submittal of the Condition Remedial Measure Plan was approved with no comments. The Capacity Remedial Measure Plan was pending the two-year extension request. Based upon input from the EPA, there were no anticipated issues and staff was working through the process for approval. Another major milestone this year was the groundbreaking and signing ceremony for the W-6 Project with support from Congressmen Cuellar and Hurd, the Mayor, and military executives. Staff met the EPA in early December to brief the 2018 Annual Report and the Condition & Capacity Remedial Measures Plans. Staff took advantage of the meeting with the EPA and briefed them on the Mitchell Lake status. The meeting went very well, and the EPA was pleased with SAWS progress. SAWS good standing was due in large part to prior history and the hard work staff put in to ensure required reporting and projects were completed and submitted on time.

Capital costs were still tracking at $1.2 billion for the program. Including O&M costs, the program total was $1.5 billion. SAWS was making a substantial commitment to the program. The actual commitment to date for the condition and capacity projects was a little over $600 million. The program was half way through with approximately another $600 million going forward. Next year would be a major year, not only because of the W-6 Project, but also because the condition program was nearly doubling as well. Putting these projects out in 2020 was key to meeting compliance dates. Another major milestone this year was completion of the Early Action Program Phase I Capacity with 18 projects completed. There were just two projects remaining to finish the Early Action Program that included the condition work and Phase I and II of the capacity work. Even though it was the first year of the Condition Remedial Measures Plan, over 70 percent of the committed work was in either design or construction. For 2019, there was only four percent of the compliance work remaining. All that work was currently under construction and nearing completion. This work was due December of this year. The project control staff was working to verify all the mileage to ensure everything had been captured to date.

Annette Duron discussed how technology was leveraged to the support the program. SAWS was using the SmartCover technology to help reduce SSOs. Through the use of the internet, real data analysis was obtained and proactive work was conducted before an SSO could occur. SAWS had invested in about 500 SmartCovers. A little over 300 were used to monitor pipes that were distressed to allow time to fix the pipes. Another 200 were used to help with cleaning resources. The SmartFeed Program was kicked off last year, and helped monitor the high frequency pipes that were on a one, three, and six-month cleaning interval.
The technology worked off of satellite versus cell towers and was very reliable versus cell towers that would experience outages during heavy storms. The emergency operation team, planning team and televising team used the technology to alert them to areas that required attention before an SSO occurred.

In 2009, SAWS was able to test ten sites with the SmartCover technology. The technology proved to be an effective force and useful. By 2016, over 300 of the SmartCovers were installed to help monitor pipes. In 2013, the Consent Decree was launched and a very aggressive, high frequent cleaning effort was started. There were over 200 SmartCovers on a one-month cleaning and over 600 on a three-month cleaning. In 2015, the vendor approached SAWS with an idea to test the SmartCovers to not only monitor bad pipe, but also help with cleaning optimization. The test included pipes on a one-month cleaning cycle that were monitor over a 12-month period. The results yielded a 94 percent reduction in the normal interval of the one-month cleaning cycle. By 2018, a total of 200 were installed to help with this effort. She reviewed the cost benefit and savings from reduced cleaning schedules. Since 2009, there were over 2,500 SSOs saved. With an industry estimate of $5,000 per spill, net savings from SSOs saved was about $9.2 million over a ten-year period so an annual return on investment of 255 percent. The savings from cleaning 372 instead of the 1,700 trips reduced cleaning efforts by 78 percent. With an estimated cost of $500 per cleaning, a total cost of $858,000 would have been spent. Factoring in the cost of the SmartCover Program over a ten-year period, the estimated net savings was $5.8 million. This resulted in a total estimated savings of $14.9 million for the two efforts.

She provided an update on the SSO program. In 2019, there were 115 SSOs validated. SSOs were trending on the low end, and hopefully this year would be a record year. Every Wednesday, the staff got together to validate the SSOS and determine a root cause. Best practices were used to determine the appropriate efforts to achieve effective results overall.

Chairman Guerra congratulated staff on the estimated savings of $15 million.

Mr. McGee thanked Ms. Duron for doing the cost benefit analysis. It was helpful for the Board to be able to look at the expense and the investment made for a return to our ratepayers.

Ms. Jasso inquired about the difference in the SmartCover and the cleaning program. Ms. Duron responded both used the same technology; just a different program. One was used to monitor pipes that were broken and needed to be fixed, and the other was used to optimize the cleaning schedule. Instead of going out there just in case, staff would go out there as needed. During the pilot, it was discovered the cleaning may not have to be in a month; it may stretch out to 12 months.

Chairman Guerra commented the SmartCover was when the pipe needed to be cleaned, but also when the pipe did not need to be cleaned. Don't waste money, time and effort to clean the pipe. Ms. Duron confirmed.

Ms. Hardberger asked about large rain events as the root cause of an SSO because she did not see a lot of correlation between rain events and any peaks in SSOs on the presentation. Ms. Duron replied there had not be a lot of rain this year, so that's good. The peaks in the blue dashed line on the presentation were caused by rain events.
Jeff Haby commented the SmartCover Program was a system wide effort. Ms. Duron presented at WEFTEC in Chicago a few weeks ago, and her paper was recognized as one of the top ten utility papers by Blue Tech Research, a company that looked at technology in the water and wastewater industry. SAWS received an award for the SmartCover Program as one of the top projects by Water and Waste Digest and Industrial Water and Wastes Digest.

Chairman Guerra thanked staff for the progress on the SSO Reduction Program. Not having rain had helped a lot, but what SAWS was doing with the SmartCovers was really helping take care of the situation that we've had for so many years.

D. Briefing and deliberation regarding recent Debt Transactions

Doug Evanson introduced the Phyllis Garcia to present the debt transactions. He had asked her to go into more detail with respect to the rating agencies. He appreciated Trustee McGee sitting through the rating agency briefings. He thought it was important for the Board to also see what the rating agencies said specifically about SAWS. He included some of that report information into the presentation.

Ms. Garcia provided a brief summary of the two recent bond transactions, which included an overview of the interest rate market as well as comments on the recent credit reports from the credit agencies. She reviewed a graph of the interest rate movement for the Municipal Treasury Markets since SAWS last issued a traditional fixed rate issue in 2018. Overall interest rates across the yield curve decreased from 72 basis points to 125 basis points. Based on this trend, the Board approved issuance refunding bonds to refund certain outstanding debt obligations for debt service savings in May of this year. Prior to any debt issuance, staff provided the rating entities an operational and financial update of recent performance and future projections based on the projected financial plan. The rating agencies typically issue a rating report that outlines SAWS performance and credit rating for both the individual bond issue as well as the overall debt portfolio.

In August, SAWS updated Moody’s, S&P, and Fitch. She reviewed some of the more significant comments and drivers to the credit rating. She noted there were similar comments from each of the rating agencies. Fitch rated SAWS Senior Lien Debt as AA+, one notch below the highest rating of AAA on Senior Lien Debt, and Junior Lien debt was rated AA. Some of the key drivers outlined by Fitch included strong financial planning as well as rate increases that support strong coverage levels while keeping pace with the ongoing capital needs. They also stated, debt levels were high and expected to continue to increase through the substantial CIP over the next five years, but SAWS made substantial investments to diversify its water supply. Although costly, this water supply would support a growing customer base while maintaining a strong financial profile. Although there had been recent and projected rate increases, residential bills were considered affordable and relatively low compared to other large utilities across the State of Texas and in the nation. Fitch concluded that SAWS management and City Council had demonstrated the ability and willingness to support the long-term financial stability of the system. However, with the large capital programs and significantly higher leverage levels than the rating category medians over the long term could put pressure on the rating.
Moody's rated SAWS Aa1 on the Senior Lien debt and Aa2 on the Junior Lien debt. Moody's outlined some of the credit strengths and challenges of the rating. Credits strengths included stable customer base in a vibrant metropolitan area, a strong cash position and prudent financial management, favorable debt service coverage, experienced management team, with history of council support for rates and projects. Some of the challenges facing SAWS include large capital program requiring significant debt issuances, maintaining a strong financial position during that large CIP phase, and erratic weather patterns. Moody's provided a stable outlook on SAWS rating, which reflects the large and diverse service area as well as prudent financial management. It also included extensive financial and capital planning, which should offset some of the challenges associated with that large capital program. Moody's outlined some factors that could change the rating, factors that could lead to an upgrade, including the ability to maintain solid financial results and healthier balance sheets as the system increases leverage, and moderated debt ratios. Factors that could lead to a downgrade included weakened operating performance that impacts debt service coverage, materially reduced liquidity, and violation of legal covenants.

S&P also rated SAWS AA+ and AA. S&P broke down their financial analysis into enterprise risk and financial risk. Based on S&P's analysis, SAWS had an extremely strong enterprise risk profile, which included the underlining economic strength and diversity of the customer base, water and sewer rates that remain affordable even with planned rate increases, very low industry risk being a monopoly of an essential service, and good operational management practices and policies. S&P also stated SAWS was a very strong financial risk profile, which included extremely strong historical all-in debt coverage, a robust liquidity, very large capital program over the next five years, and good financial management practices. S&P used a high degree of internal financial controls and management policies. S&P also had a stable outlet for SAWS, which reflects S&P's expectations that despite the large CIP, the system's financial position should remain healthy and at least within line or better than forecast. S&P also outlined factors of a downside scenario and an upside scenario. While the rating change up or down was not expected, downward pressure included significant weakening of coverage and liquidity that would appear to be the new normal, and while upward rating would depend on maintaining even stronger all-in debt coverage.

With strong credit ratings, an underwriting syndicate of Ramirez & Company acting as the senior manager, co-managers of HillTop Securities, Stifel, and M.E. Allison started marketing SAWS refunding bonds by posting a preliminary official statement on September 5, and scheduled pricing date of September 12. Interest rates had been trending down with rates continuing to fall throughout August. However, there had been volatility within the market. At the beginning of September, both the Treasury and Municipal Market reacted to trade and economic news from China, and with the low interest rates in prior weeks, an increase of municipal debt. SAWS priced on September 12, and although rates were higher than in previous weeks, rates on the medium to long-term remained near historic lows.

The Board approved certain refunding bonds to refund bonds for saving. The plan for this issue was to refund the callable portion of the Senior Lien Series 2010 Build America Bonds and the outstanding amounts of Junior Lien Series 2007, 2009, and 2009A Bonds. All of the Junior Lien bonds were originally issued through the Texas Water Development Board at subsidized rates. Even with the Junior Lien bonds issued at subsidized rates, the current

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absolute low level of rates and the down in yield curb, the refund in Junior Lien Bonds did provide savings. Unfortunately, due to tax issues of the Texas Water Development Board, the Junior Lien Series 2009A Bond were not included in this transaction. However, SAWS did achieve a significant savings from the refunding, a true interest cost from the bonds that had a final maturity of 20 years with 2.56 percent with a $28.4 million cash savings or a net present value of $14.2 million or 13 percent. Also by moving the bonds from the Senior Lien level to a Junior Lien level, the reserve fund requirement was reduced by $9.9 million.

She discussed a graph of the savings from the refunding by year. The cash saving ranged from $257,000 in 2019, to $1.8 million in 2021 through 2034, and then at approximately $480 million from 2035 to 2039. In addition to the refunding bonds, on September 25, SAWS closed on a loan issued through Texas Water Development Board under the Drinking Water State Revolving Fund. The loan had a par value of $30.8 million that would fund improvements to the water delivery projects listed. Under the Drinking Water State Revolving Fund, a subsidy was provided of 1.35 percent below market interest rates. With this loan having a 30-year final maturity, the true interest costs due to the current level of interest rates was 0.65 percent over that 30-year period. In May, the Board approved the issuance of refunding bonds. The Series 2019C issue only refunded a portion of the authorized debt. A second issue was anticipated to be priced in early 2020, and to refund the remaining authorized bonds of Junior Lien 2010A and Senior Lien 2011A. Staff would brief the Board on those results once those were finalized.

Chairman Guerra stated the report was great news, and a 30-year rate of 0.65 percent was incredible.

Mr. McGee stated he was not in favor of these low interest rates personally. He did sit in on the rating agency conversations with Phyllis and Doug. For those who were not familiar with how rating agencies worked, the agency had the same people covering SAWS for many, many years consistently. In fact, one of the agencies was making a change, which was a big deal. They agency needed to introduce their analysis, but the prior analysts were going to stay on for continuity purposes. The agencies know SAWS backwards and forward, ever single detail. They know what's going on with management, understand what's happening with the balance sheet, the P&L, and they cannot be fooled. The agencies were comparing SAWS to every other water utility in the country, and there's thousands of them. This was a great report; it's a great transaction. He complimented Phyllis and Doug and the whole management team, and stated we should be very proud of the relationship with the agencies and the marks from them.

Chairman Guerra thanked Trustee McGee for attending the meetings, and respected his expertise in these areas.

E. Briefing and deliberation regarding the 2020 Proposed Budget

Mr. Evanson provided a follow-up briefing regarding the 2020 Proposed Budget. He specifically wanted to respond to a couple of questions that were posed as well as provide a little bit of additional information. Trustee Hardberger asked some questions about the increase in the transfer to the City's general fund. For the first two plus years, SAWS intends to fund the payment out of accumulation cash reserves so there would not be an immediate
rate impact. Currently, the financial model assumed the amount would be recovered in rates in 2022. Depending on how SAWS did financially and whether or not there was a rate increase in 2020, there was a potential to elongate that period. The financial model did assume that the amount would go into the rates in 2022. The 2022 projected rate increase was about 0.2 percent higher than it would be without that increased payment. Similarly, the projected increases were approximately 0.2 percent higher in 2023 and 2024, so in total over three years the increase was roughly 0.6 percent. At about ten years, it appeared that increasing the amount of this payment from 2.7 percent to the four percent level would result in the rates increasing by about 0.8 percent, just lightly less than one percent over that ten-year period.

Another question raised by Trustee Merritt was the impact of the proposed rate adjustment on customers with different usage patterns. He reviewed a chart that showed four different usage patterns as well as the average residential customer with and without the maximum affordability discount amount. The Lifeline user showed the smallest absolute and percentage discount amount. With the Lifeline use of 2,992 gallons for both water and sewer, a bill would change $1.63 with a percentage change of about 4.7 percent. The average user could see a change of $6.55, and 9.9 percent as a percentage of the total water and sewer bill. Then the average user in the top affordability tier could see a change of $3.95. Given the lower denominator, the percentage change was the same at 9.9 percent. As water usage goes up and as water becomes a larger proportion of the bill in both the above average user and the large user category, the percentage increases would go up as do the actual monetary dollar amounts of the bill changes.

He discussed the increase in the water supply fee. The water supply fee for the average residential customer was projected to go up $6.55, which represented a 52 percent increase in the water supply fee, going from $12.49 to $19.04 for the average residential customer. In the interest of transparency and full disclosure, the percentage for a water only customer would be significantly greater in percentage terms. A water only customer would see their bill go up by the $6.55 but because their current average bill was only $34.20, the rate impact or the percentage increase would go up 19.2 percent.

Anytime a water or sewer provider was planning to increase rates, it needed to provide at least 60 days notice to customers to be impacted consistent with Chapter 13 of the Texas Water Code. He reviewed the disclosure for the bill inserts. Greater volumes of usage resulted in higher percentage increases across all classes. He pointed out there was no rate differential in the water supply fee between ICL, inside city limits customers, and OCL customers, which resulted in the same dollar increases for both sets of usage levels. The impact on the rate adjustments on recycled water customers also required to be included in the public notice. The increase in the average residential water only customer of 19.2 percent also represented the amount that recycled water users would see. Several years back, in order to prevent recycled water rates from continuing to fall further and further behind potable water rates, the Board adopted the average of any water supply or water delivery increase to be added or increased for the recycled water customers.

He discussed SAWS ongoing transparency with regard to projected increases as well as some of the steps taken to minimize these increases. A significant rate increase in connection with the Vista Ridge Water Supply Project coming online had been anticipated, projected, and
talked about for a number of years. Ben Gorzell, CFO with the City of San Antonio, presented the Vista Ridge contract to the City Council back in 2014, and pointed out the fact that a projected system wide rate increase of approximately 18 to 19 percent was expected in 2020. The percentage referenced was not an increase in the water bill, but rather the system wide increase for the combined water and sewer bill. One year later in 2015, SAWS was in front of both this Board and City Council seeking approval for the five-year water supply fee increase, which was a necessary component of achieving financial close for the Vista Ridge Project, because it provided a certainty that SAWS would be able it pay for the water to be delivered by the project. In 2015, SAWS was planning for the water to potentially come online as early as late 2019. That's why there was a fairly significant jump up in the water supply fee between 2018 and 2019. For that reason, the water supply fee was projected to increase from $12.49 in 2017 to $16.15 in 2019, which represented an increase of more than 29 percent. And then again, it was projected to increase again from $16.15 in 2019, to $23.00 in 2020, which was an increase of more than 42 percent between 2019 and 2020 in order to have the required funding to pay for a full year's worth of Vista Ridge water.

He discussed the pre-approved maximum adjustments for the water supply fee for SAWS average residential customer and compared what was implemented as well as what was being proposed for 2020. In each and every year, SAWS asked for and received something less than the pre-approved maximum with a difference between what was implemented and proposed for each year, growing every single year. As of today, the water supply fee for SAWS average residential customer equated to $12.49, which was $10.51 less than the pre-approved maximum. If the proposed 2020 rates go into effect in January, this would increase the average residential customer water supply fee by $6.55, bringing that average again to $19.04, which was almost $4.00 and 17.2 percent less than the maximum allowable amount. During the first three years, 2017 to 2019, some of the savings in the water supply fee were offset by slightly larger than projected increases in the combined water deliver and wastewater portions of the bill. However, some of these slightly higher than projected increases were implemented in order to provide for additional cash funding of capital projects in 2020 and 2021, so that there would not be a need and perhaps a proposed budget that had no need for a rate increase in either water delivery or wastewater for either 2020 or 2021. By 2020, the total average residential customer combined water and sewer bill of $72.38 was 8.1 percent less than what was projected in 2015. The 2015 projection for the 2021 average residential water and sewer bill was almost $82.00 or more than 13 percent higher than what it would actually be if this budget was approved.

He pointed out that SAWS had come in lower than the rate projections despite more than a $500 million increase in the planned capital spending for 2016 to 2020. In September 2015, SAWS projected to spend about $1.529 billion on CIP over the five years, 2016 through 2020. Earlier this year, the CIP amounts increased to more than $2 billion for an increase of $511 million. The SSO program of $840 million increased to $1.2 billion primarily related to the Consent Decree required spending. The W-6 Project was going to cost approximately $100 million more than what was originally forecasted. Similarly, the Vista Ridge integration efforts were going to come in more than what was projected.

In review of the financial models from both 2015 as well as the ones utilized in this year's budget process, the single largest area of difference, the single largest area of savings was in the area of debt service. The refunding bond transaction represented the fifth refunding bond
transaction since 2016. Cumulatively, those transactions would result in $136 million worth of debt services savings over the life of the bonds. The present value of the savings was about $83 million. The 2019 debt defeasance earlier this year reduced debt service by roughly a little more than $200 million between 2020 and 2028. The average interest rate on the $68 million financed through the Texas Water Development Board was slightly more than one percent. The interest savings as compared to a 30-year or five-year percent fixed rate bond was about $2.64 million a year. Finally, the continued increase use of variable rate Put Bonds was another strategy implemented, about $365 million of basically Term Mode Put Bonds with an average interest rate of 2.29 percent. Comparing that to a 30-year fix, the interest savings was about $10 million a year. In 2015, the financial model projected that bond to debt service to be $255 million in 2020. Currently, the model was projecting bond to debt service of about $225 million, a reduction of nearly $30 million in annual debt service despite the significantly higher capital burden.

While the projected rate adjustments had been lessened, staff, the Board as well as City Council all realized the increases were extremely challenging for many segments of the population. SAWS had taken steps to attempt to ensure essential uses of water affordable by more than doubling the Affordability Discount Program during the last five years from $2.6 million back in 2015, to more than $6.35 million in 2020. The rate structure implemented in 2016, focused on keeping essential uses of water affordable while asking those who water for nonessential uses to pay more. During this very dry and hot period, there were a lot of people that had higher bills if they’re using it for outdoor irrigation. He stated he and Ms. Bailey as well as the RAC Chair Frances Gonzalez were all committed to making affordability a major area of focus in the RAC process. The topic would be a major area of discussion at the very next RAC meeting. One area that could be improved upon was the assistance of low-income families with large numbers of individuals residing in one residence. These residences often had higher than average water use not because of nonessential or wasteful water use, but simply due to the fact that there were more people living in one household. A better program was needed to address that issue.

Chairman Guerra encouraged staff to look at the 6,000 gallons especially. If there were more than the average amount of people in one home, the water use would be more for washing clothes and taking showers, et cetera. Maybe that’s one thing that the RAC could look at increasing the volume, depending on how many people were in the home, so it was affordable for those particular customer classes. Mr. Evanson responded that was definitely something to look at, and he was anxious to hear Dr. Teodoro’s ideas relative to affordability. He hoped to develop some new ideas and some new programs or new ways to go about charging, particularly for those affordability customers.

Chairman Guerra stated SAWS had not done a good job of explaining the tiered pricing to the customers that used more water because there were so many comments out there. He challenged staff to figure out a way to have a better education process in each of the neighborhoods to explain how the tiered pricing worked.

Ms. Hardberger inquired about the status of the potential connection between contributing more to the City and what that might mean for the ratepayers. Mr. Puente responded the City voted on their budget and it's included in their 2019-2020 Budget. SAWS was making that additional contribution as of right now.
Ms. Hardberger asked if the next opportunity to have that conversation would be in 2020, when it came time to renew SAWS contribution. Mr. Puente confirmed.

Ms. Hardberger expressed her concern when things like that changed because they were awfully hard to peel back. She stated she would really want that to be a more lengthy conversation because when it starts to increase bills, it would get harder and harder to communicate. Even if it's a small percentage that SAWS was collecting more on behalf of the City. If the City wanted to change their revenue, there may be other opportunities to do it without embedding into SAWS rates. Also, moving on some of the smart phone apps to see usage relevant to the rate structure to have people much more involved in monitoring their own rate would be a critical component. She stated there was still a real communication issue with folks that may have access to that kind of technology, and that's something that needed to be done on the water and energy side. The more people had a relationship with their rates, the more responsive they would be particularly during dry events.

Chairman Guerra stated the tiered program worked because it helped with conservation, but there was a lack of understanding. He stated he would like to look at how many people were in a home and the tiers maybe increasing to 6,000 gallons, depending on the number of people. Mr. Puente replied there would be some ideas at the next RAC meeting because the experts on affordability would be there, and obviously staff would pose that idea and other ideas to the experts. Mr. Evanson added that one of the things discussed rather than having the discount program was maybe just have a totally different rate structure for those customers that were within the Affordability Program.

Chairman Guerra discussed an example of some employees or team members at his plant that there were several individuals in the home. This was a concern of his that affected families on the south side. The education of the different pricing tiers was another concern. Mr. Evanson responded one of the challenges in the last rate structure was the complexity of the eight different tiers. Anything above Block 8, the customer would pay six-and-a-half times the base level.

Chairman Guerra stated he did not believe the normal customer understood the tier structure. He asked for more discussions to follow up so we could explain it better. Mr. Puente confirmed.

Mr. McGee inquired about whether a sunset provision was inserted on the 4.7 percent to the City. Mr. Puente replied the City did not put a sunset provision in there, but just like all budgets, the budget was for one year so in effect it was a sunset provision.

Mr. McGee asked about the savings on the Vista Ridge Project compared to the estimated cost. Mr. Evanson replied the 2015 assumption was $18.52 and the project came in at $16.06, which represented about $10 to $12 million of savings. It was offsets a little bit by some increased power costs, higher level than expected.

Ms. Merritt inquired about the news media willingness to announce the RAC meetings. Mr. Evanson stated he would work with communications to see if they could get anybody to pick that up.
42. Inquiries of the Board of Trustees for future briefings and/or follow-up action.

Ms. Hardberger requested information on the permitting request for the Vista Ridge Project that was referenced in the Public Comments. Mr. Puente confirmed.

Mr. McGee encouraged staff to have more cost benefit analysis presented in some of the major expenditures, especially for technology changes. It was always helpful for people to see what we're investing in or when resources were either deferred or redirected to some other place. Chairman Guerra commented that a lot of visual management was used at Toyota, which could be helpful for the Board to understand certain issues.

Mr. Parra asked for follow-up on the backflow preventer inspection item and whether SAWS could do something better. Chairman Guerra agreed and stated better education was needed in that area as well.

Ms. Hardberger added it would be helpful to get a quick update on how many were being cleared from the list of cessation of service. Chairman Guerra stated he hoped for less than 10 as was mentioned earlier. He commented on a particular medical clinic that came up on the previous list. It was a brand new clinic, and not all of the inspections were done. It was a confusing situation as well as some misinformation.

At this point in the meeting, an Executive Session was held. The time was 12:10 p.m.

43. The Regular Session of the October 1, 2019, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed pursuant to Section §551.071 of the Texas Open Meetings Act.

44. EXECUTIVE SESSION.

A. Consultations with attorneys regarding legal matters related to C-13 Broadway Corridor Project Package B, SAWS Job No. 16-4508, Contract No. CO-00103-01, pursuant to Texas Government Code §551.071.

B. Consultations with attorneys regarding legal matters related to the LS 255 & 267 Elimination, 12-2512 - Unspecified Installation of New Gravity Sewer Main and Lift Station Decommissioning Contract, pursuant to Texas Government Code §551.071.

C. Consultation with attorneys regarding advice on legal matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, pursuant to Texas Government Code §551.071.

45. The Regular Session of the Regular Board Meeting of October 1, 2019, is hereby reconvened.
The meeting reconvened at 12:34 p.m. The Chairman stated that no decisions were made in Executive Session.

46. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF OCTOBER 1, 2019, IS HEREBY ADJOURNED.

The San Antonio Water System Board of Trustees Meeting of October 1, 2019, adjourned at 12:34 p.m.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees  
FROM: Robert R. Puente, President/Chief Executive Officer  
SUBJECT: Acceptance of Bids for Services, Equipment, Materials and Supplies  

The attached resolution accepts bids and awards contracts for services, equipment and supplies as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>This Board Meeting</th>
<th>Year-to-Date</th>
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<tbody>
<tr>
<td></td>
<td>Number of Contracts (SMWB)</td>
<td>Estimated Amount (SMWB)</td>
</tr>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>0 0 0.00</td>
<td>19 2</td>
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<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements</td>
<td>17 3</td>
<td>61 15</td>
</tr>
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<td>$ 11,760,522.14</td>
<td>3,308,216.50</td>
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SMWB Purchasing Contracts (percentage)  

|                                                              | 17.65% | 21.25% | 20.18% |

Board Action Date: December 10, 2019

Approved:  

Robert R. Puente  
President/Chief Executive Officer

Reviewed:  

Marisol V. Robles  
SMWB Program Manager

Yvonne C. Torres, Director  
Purchasing Division
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES ACCEPTING BIDS AND AWARDDING
CONTRACTS FOR THE PROCUREMENT OF CERTAIN
SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES;
AUTHORIZING EXPENDITURES TO PROCURE THE SAID
SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES;
AUTHORIZING THE DIRECTOR OF THE PURCHASING
DIVISION, OR HER DESIGNEE, TO EXECUTE DOCUMENTS
RELATED THERETO; FINDING THE RESOLUTION TO
HAVE BEEN CONSIDERED PURSUANT TO THE LAWS
GOVERNING OPEN MEETINGS; PROVIDING A
SEVERABILITY CLAUSE; AND ESTABLISHING AN
EFFECTIVE DATE

WHEREAS, the Director of the Purchasing Division of the San Antonio Water System (the “System”) has recommended certain bids be accepted, that certain contracts be awarded, and that certain other actions be taken to procure services, equipment, materials and supplies which are necessary for the operation of the System; and

WHEREAS, the said recommendations are fully set out in “Attachment I” which is attached hereto and made a part hereof, and said recommendations have been approved by the System’s President/Chief Executive Officer; and

WHEREAS, the appropriate bidding procedures regarding the procurement of goods and services have been adhered to in the compiling of the attached recommendations, as reflected in administrative records supporting this resolution; and

WHEREAS, funds are available in the System’s budget to pay for the required services, equipment, materials and supplies; and

WHEREAS, the Board of Trustees of the San Antonio Water System desires (i) to accept the bids and award the contracts as recommended, (ii) to authorize from available funds of the System the expenditures necessary to carry out the recommended procurements, and (iii) to authorize the Director of the Purchasing Division or her designee to execute all contracts and other documents necessary to carry out the recommended procurements; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD
OF TRUSTEES:

1. That the bids are accepted and the contracts are awarded for procurement of the services, equipment, materials and supplies listed in Attachment I, as recommended by the Director of the Purchasing Division.

2. That the expenditure of the necessary funds from the appropriate budget fund of the System for the procurement of the said services, equipment, materials and supplies is hereby authorized.
3. That the Director of the Purchasing Division, or her designee, is hereby authorized to notify bidders of the acceptance of bids, to execute contracts and other documents, and to carry out all other actions necessary to procure the said services, equipment, materials and supplies.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this the 10th day of December, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
Award of New One Time Purchases of Materials, Equipment or Services

A. The following items will establish price and delivery for the one time purchase of Materials, Equipment and Services. These items are included in the current budget. Payment will be made from the applicable fund.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>ESTIMATED TOTAL PURCHASES</th>
<th>REMARKS</th>
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NO ITEMS TO REPORT

*Indicates vendor is an SMWB, unless otherwise noted vendor is non minority.
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

B. VENDOR DESCRIPTION NO(s.) PURCHASES REMARKS

1. ASCO Equipment Annual Contract for Ford New Holland Products Parts and Service Bid No. 19-0367 All $173,965.95 This is a new contract. This contract will be utilized by System for the purchase of Ford New Holland products, parts and service. This contract will be effective Date of Award (December 10, 2019) through October 31, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future years budgets.

DIRECTOR Comments

This bid is for services and the parts needed to provide the service on New Holland construction equipment. Since service is required, the bid specifies that prospective bidders be a factory authorized representative within Bexar or surrounding counties. Both factory authorized representatives in this area were sent the bid, however, only one, ASCO, submitted a response. Recommend Award.

2. Pencco, Inc. Annual Contract for Aqueous Solution of Ferrous Sulfate Bid No. 19-1071 All $2,684,300.00 This is a new contract. This contract will be utilized by System for the purchase and delivery of ferrous sulfate. This contract will be effective January 1, 2020 through December 31, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future years budgets.

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.
**Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements**

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

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</table>
| **3. Marshall Distributing Co., LLC** | Annual Contract for Fuel Services for Off-Road Equipment Bid No. 19-1027 | All | $200,632.00 | DIRECTOR Comments

Bid is for Ferrous Sulfate to be delivered to thirteen injection sites with the possibility of expanding to eighteen in the future. The bid required five years of experience working with utilities in odor/corrosion control efforts and requires the installation of Storage Tanks and Flow Control Systems. Bidder is responsible for the maintenance of storage tanks and the respective chemical feeds. Bid was issued directly to five vendors and was posted on SAWS Website and DemandStar. One responsive bid was received from Pennco and two no bids were received citing requirements could not be met. The last time this was bid, we received one other bid, however, Pennco was the low bid. Pennco has been providing Ferrous Sulfate to SAWS since at least 2005 and has performed well. Price quoted reflects a 7% increase from current contract. Recommend Award.

This is new contract. This contract will be utilized by System to provide fueling service for remote stationed equipment, and small tanks supporting generators specifically utilized by System as well as, the unleaded temporary fuel tank located at Northeast Service Center. This contract will be effective January 1, 2020 through December 31, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future years budgets.

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Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

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<tr>
<td>4. Salt Exchange, Inc.</td>
<td>Annual Contract for Granulated Bulk Salt Bid No. 19-19128</td>
<td>All</td>
<td>$126,500.00</td>
<td>This is a new contract. This contract will be utilized by System for the delivery of granulated bulk salt in the form of Sodium Chloride (NaCl), at least 99.9% dry weight basis for use in the treatment of potable water supplies at the Agua Vista Water Treatment facility. This contract will be effective January 1, 2020 through December 31, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future years budgets.</td>
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DIRECTOR Comments

This contract is for the purchase of granulated white NSF 60 certified salt. Salt must be delivered by bulk trailer and unloaded pneumatically (by air). Nine vendors were sent the bid and it was posted on SAWS Website and DemandStar. One responsive bid was received from Salt Exchange and two no bids were also received stating they could not provide competitive bids or meet the requirements. In 2013 one other vendor bid, but price of competitor was 40% higher, and in 2017 another vendor submitted a conditional bid. Salt Exchange has been providing product in super sacks or by bulk trailer since 2013 and has performed well. Price quoted reflects a 4% increase from current contract. Recommend Award.

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Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

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<td>5. Praxair, Inc.</td>
<td>Annual Contract for Liquid Carbon Dioxide</td>
<td>All</td>
<td>$ 535,397.00</td>
<td>This is a new contract. This contract will be utilized by System for delivery of liquid carbon dioxide, 99.5% purity for use in the treatment of potable water supplies at the Agua Vista Water Treatment facility. This contract will be effective January 1, 2020 through December 31, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future years budgets.</td>
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<td>Bid No. 19-19127</td>
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<tr>
<td>6. DXI Industries, Inc.</td>
<td>Annual Contract for Liquid Chlorine</td>
<td>All</td>
<td>$ 1,236,000.00</td>
<td>This is a new contract. This contract will be utilized by System for the purchase and delivery of liquid chlorine (150 lb and 2,000 lbs) for use in the treatment of potable water and wastewater for the System. This contract will be effective January 1, 2020 through December 31, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future years budgets.</td>
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<td></td>
<td>Bid No. 19-0338</td>
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Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

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<td>7. My Plumber, Inc. dba J.R.’s Plumbing (MBE, SBE)</td>
<td>Annual Contract for the Plumber to People and Conservation Make-Over Programs Bid No. 19-1165</td>
<td>All</td>
<td>$ 426,077.50</td>
</tr>
</tbody>
</table>

DIRECTOR Comments

This contract is for the purchase of liquid chlorine for use in the treatment of potable water and wastewater. The bid was sent to ten vendors and was posted on SAWS Website and DemandStar. One responsive bid was received from DXI and one bid was deemed to be non-responsive; as they did not bid on both items as specified in the bid. DXI has been providing product in 150lb and 1 ton containers since at least 2005 and has performed well. Price quoted reflects a 9.94% increase for the 150lb containers and a 20.5% decrease for the 1 ton containers as compared to the current contract. Recommend Award.

This is a new contract. This contract will be utilized to provide plumbing contractors to conduct water related plumbing repairs for low-income residential customers who qualify through Plumbers to People and Conservation Make-Over Programs. This contract will be effective Date of Award (December 10, 2010) through November 30, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future years budgets.

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.

Board Date: December 10, 2019
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

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<tr>
<td>Ivanti, Inc.</td>
<td>Request for Proposal for Endpoint Patch Management Asset Inventory Solution Bid No. 19-19084</td>
<td>All</td>
<td>$181,122.00</td>
<td>This is a new contract. This contract will be utilized by System for asset and patch management solution for desktops, laptops and servers. This solution patches, upgrades and monitors software on SAWS computers while keeping an inventory of assets. This contract will be effective Date of Award (December 10, 2019) through December 9, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of five (5) additional one-year options to extend as provided for and approved in future years budgets.</td>
</tr>
<tr>
<td>BFI Waste Systems of North America, LLC</td>
<td>Landfilling of Biosolids Bid No. 17-0791</td>
<td>All</td>
<td>$958,750.00</td>
<td>This is for year 3 of an existing five year contract. This contract will be utilized by System for the disposal of biosolids at a registered or permitted co-disposal landfill. The unit price increased by 3% based upon the CPI, as all owed per the contract. Unit price increased from $37.23 to $38.35 effective January 1, 2020. The third year of the five year contract will be effective January 1, 2020 through December 31, 2020. DIRECTOR Comments This item is for funding for the third year of a five year contract. When originally bid, five vendors were invited to bid, and bid was posted on SAWS Website and DemandStar. Bid requires contractor to load and transport to a Type 1 landfill. BFI dba Tessman Road Landfill is the only Type 1 landfill in this area. Since biosolids must be transported, it is not cost effective for landfills outside of our area to bid. Recommend award.</td>
</tr>
</tbody>
</table>

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grande Truck Center</td>
<td>Annual Contract for Medium and Heavy Duty Truck Parts and Service</td>
<td>All</td>
<td>$ 231,820.00</td>
<td>This is a new contract. This contract will be utilized by System to purchase captive and competitive service for Medium and Heavy Duty Ford and Sterling Trucks and heavy duty Mack and Western Star trucks. This contract will be effective Date of Award (December 10, 2019) through November 30, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future years budgets.</td>
</tr>
</tbody>
</table>

DIRECTOR Comments

This bid is for services and the original equipment manufacturer (OEM) parts needed to provide the service on Medium and Heavy Duty Ford, Sterling, Mack and Western Star Trucks. Seven vendors were invited to bid, and bid was posted on SAWS Website and DemandStar. Grande Truck Center was the only responsive bid received. One non-responsive bid was received and two no bids. The labor rate increased by 20% from the current contract (prices from 2015). The Purchasing Department has noticed a trend in increased labor costs this year for other various automotive vendors. The increased price is consistent with the current market conditions. Recommend award.

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Ferrellgas, LP</td>
<td>Annual Contract for Propane Tankload Deliveries and Industrial Cylinder Refills</td>
<td>All</td>
<td>$135,300.00</td>
<td>This is a new contract. This contract will be utilized by System for a licensed propane distributor to furnish, deliver and transfer liquid propane to existing storage tanks at System service facilities, and to provide spare industrial propane cylinders and a securable OSHA compliant storage enclosure at the Eastside Service Center. This contract will be effective January 1, 2020 through December 31, 2020. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future years budgets.</td>
</tr>
<tr>
<td>12. Freeit Data Solutions, Inc.</td>
<td>Annual Contract for Nimble Storage Support Renewal (DIR-TSO-4160)</td>
<td>All</td>
<td>$140,491.99</td>
<td>This is a new contract. This contract will be utilized by System for Nimble storage support. The HPE Nimble Storage support contract provides hardware and software support services for System’s business critical data storage appliances. This contract will be effective December 10, 2019 through December 31, 2020. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of one (1) additional one-year option to extend as provided for, and approved for in future years budgets.</td>
</tr>
</tbody>
</table>

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.  

Board Date: December 10, 2019
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Mid-Coast Electric Supply, Inc.</td>
<td>Annual Contract for the Purchase of Authorized Distributor Allen Bradley Programmable Logic Controller (PLC) Parts</td>
<td>All</td>
<td>$ 889,011.70</td>
<td>DIRECTOR Comments</td>
</tr>
</tbody>
</table>

**DIRECTOR Comments**

The HPE Nimble Storage support contract provides hardware and software support services for System's business critical data storage appliances. Support is provided through a State of Texas Department of Information Resources (DIR) Contract. The request for quote was sent to 104 different vendors on the DIR resellers list. When the support was originally bid in 2017 we received two bids, however, with the renewal we only received one from the incumbent. Recommend award.

This is a new contract. This contract will be utilized by System to purchase new and replacement parts for System's Rockwell system throughout the following locations: Production, Desal, Twin Oaks, Treatment Plants, and Chill Water Plants. This contract will be effective December 10, 2019 through December 9, 2020. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of five (5) additional one-year options to extend as provided for, and approved for in future years budgets.

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.*
**Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements**

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. DXI Industries, Inc.</td>
<td>Annual Contract for Sulfur Dioxide Bid No. 19-0183</td>
<td>All</td>
<td>$705,515.00</td>
<td>Instrumentation and Controls Department will utilize this contract for new and replacement parts for new Rockwell system. Since contract is for spare/replacement parts, parts must be Allen Bradley by Rockwell Automation. Distributorships specify areas in which vendor can sell. Mid Coast Electric is the only Authorized Allen Bradley distributor in this area. Recommend award. This is a new contract. This contract will be utilized by System for the purchase and delivery of Sulfur Dioxide that will be utilized to de-chlorinate plant effluent as required by permit at the Water Recycling Centers. This contract will be effective January 1, 2020 through December 31, 2020. If determined that an extension is favorable to the system, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
</tr>
</tbody>
</table>

**DIRECTOR Comments**

Bids were solicited from 8 vendors directly, and bid was posted on SAWS Website and DemandStar. One responsive bid was received from DXI Industries, and one no bid was received stating they could not meet the requirements. DXI has been providing Sulfur Dioxide since 2011 and has performed well. New price reflects a 17.4% increase over a 4 year period. Increase is a result of increased operating cost along with the Sulfur Dioxide producer increases. Recommend Award.

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.*

Board Date: December 10, 2019
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

<table>
<thead>
<tr>
<th>B.</th>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td>RFD &amp; Associates, Inc. (WBE)</td>
<td>Three Year Contract for Splunk Enterprise 100 GB Subscription (DIR-TSO-3926) Bid No. 19-17094</td>
<td>All</td>
<td>$ 177,057.00</td>
<td>This is a new contract. This contract will be utilized by System to transition from a perpetual model to a subscription model and add an additional 50GB license to upgrade our existing license to 100GB with annual maintenance support for our Splunk Enterprise. This contract will be effective January 1, 2020 through December 31, 2022 and will be paid on an annual basis.</td>
</tr>
<tr>
<td>16.</td>
<td>SHI-GS, Inc. (WBE)</td>
<td>Three Year Contract for Microsoft Enterprise Agreement Software License Subscription Support (DIR-TSO-4092) Bid No. 19-1378</td>
<td>All</td>
<td>$ 2,705,082.00</td>
<td>This is a new contract. This contract will be utilized by System for the three year Microsoft Full Platform Enterprise Agreement (EA) and Add-On Software Related Products with Azure and True-Up costs, which will cover the period from January 1, 2020 to December 31, 2022. Microsoft Full Platform EA and Add-On Software Related Products enrollment periods are renewed every three years and paid on an annual basis.</td>
</tr>
<tr>
<td>17.</td>
<td>Lhoist North America</td>
<td>One Time Rental of a Mobile Lime Slurry Chemical Feed Unit and Purchase of Liquid Lime Bid No. 19-19152</td>
<td>All</td>
<td>$ 253,500.00</td>
<td>This contract will be utilized by System for the rental of a mobile lime slurry chemical feed unit with a storage capacity of 8,000 gallons and purchase of liquid lime at 45% concentration for the Agua Vista Station. This contract will be effective January 1, 2020 through April 30, 2020.</td>
</tr>
</tbody>
</table>

**DIRECTOR Comments**

Bid is for the rental of a mobile lime slurry chemical feed unit and purchase of liquid lime for the Aqua Vista Station. Bids were solicited from 4 vendors directly and bid was posted on SAWS Website and DemandStar. Two bids were received, however, one was deemed non-responsive for not meeting the technical requirements. Lhoist bid has met all requirements of the bid specification. Recommend Award.

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.

Board Date: December 10, 2019
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM 1</td>
<td>FORD NEW HOLLAND SERVICE TO INCLUDES ASSOCIATED PARTS</td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>PARTS</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Percent of discount offered</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Product identification (Mfg.)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Type price schedule (dealer, jobber, etc.)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Price schedule number</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Date of price schedule</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Price schedule column on which discount is based (i.e., distributor, net, wholesale)</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Shop Labor Rate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>It is estimated that SAWS will utilize 450 labor hours per year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shop Rate</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM 2</td>
<td>FORD NEW HOLLAND PARTS</td>
<td>56,250.00</td>
</tr>
<tr>
<td>A.</td>
<td>It is estimated that SAWS will purchase $25,000 worth of parts for installation by SAWS personnel annually</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Percent of discount offered</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Product identification (Mfg.)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Type price schedule (dealer, jobber, etc.)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Price schedule number</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Date of price schedule</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Price schedule column on which discount is based (i.e., distributor, net, wholesale)</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Specified Ford New Holland Parts</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>13 ea. Flasher, Mfr. Part #84333506</td>
<td>UNIT PRICE TOTAL 38.84</td>
</tr>
<tr>
<td>2.</td>
<td>16 ea. Exhaust Pipe, Mfr. Part #84335271</td>
<td>UNIT PRICE TOTAL 181.50</td>
</tr>
<tr>
<td>3.</td>
<td>16 ea. Oil Level Gauge, Mfr. Part #85801249</td>
<td>UNIT PRICE TOTAL 31.82</td>
</tr>
<tr>
<td>4.</td>
<td>11 ea. Hose Clamp, Mfr. Part #8583008</td>
<td>UNIT PRICE TOTAL 12.01</td>
</tr>
<tr>
<td>ITEM NO</td>
<td>DESCRIPTION AND APPROXIMATE QUANTITY</td>
<td>UNIT</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>5.</td>
<td>22 ea. Hose Clamp, Mfr. Part #85803010</td>
<td>UNIT</td>
</tr>
<tr>
<td>7.</td>
<td>20 ea. Sliding Pad Lower, Mfr. Part #85808473</td>
<td>UNIT</td>
</tr>
<tr>
<td>8.</td>
<td>36 ea. Hydraulic Tube, Mfr. Part #85815677</td>
<td>UNIT</td>
</tr>
<tr>
<td>9.</td>
<td>30 ea. Hydraulic Tube, Mfr. Part #85815679</td>
<td>UNIT</td>
</tr>
<tr>
<td>10.</td>
<td>46 ea. Headlamp, Mfr. Part #85819200</td>
<td>UNIT</td>
</tr>
<tr>
<td>11.</td>
<td>12 ea. Belt, Mfr. Part #85826230</td>
<td>UNIT</td>
</tr>
<tr>
<td>12.</td>
<td>10 ea. Bolt, Mfr. Part #86625002</td>
<td>UNIT</td>
</tr>
<tr>
<td>13.</td>
<td>15 ea. Hood Knob, Part #87302334</td>
<td>UNIT</td>
</tr>
<tr>
<td>14.</td>
<td>19 ea. Spacer, Mfr. Part #87303910</td>
<td>UNIT</td>
</tr>
<tr>
<td>15.</td>
<td>16 ea. Hydraulic Tube, Part #87327252</td>
<td>UNIT</td>
</tr>
<tr>
<td>16.</td>
<td>12 ea. Frame Plate, Mfr. Part #87392509</td>
<td>UNIT</td>
</tr>
<tr>
<td>17.</td>
<td>10 ea. Exhaust Clamp, Mfr. Part #87416643</td>
<td>UNIT</td>
</tr>
<tr>
<td>18.</td>
<td>31 ea. Seal Kit, Mfr. Part #87428633</td>
<td>UNIT</td>
</tr>
<tr>
<td>19.</td>
<td>23 ea. Seal Kit, Mfr. Part #87632925</td>
<td>UNIT</td>
</tr>
<tr>
<td>20.</td>
<td>27 ea. Rubber Pad, Mfr. Part #87753839</td>
<td>UNIT</td>
</tr>
<tr>
<td>22.</td>
<td>200 ea. Lamp, Mfr. Part #9703399</td>
<td>UNIT</td>
</tr>
<tr>
<td>23.</td>
<td>450 ea. Rock Tooth, Part #R23T</td>
<td>UNIT</td>
</tr>
<tr>
<td>24.</td>
<td>250 ea. Flat Tooth</td>
<td>UNIT</td>
</tr>
<tr>
<td>25.</td>
<td>100 ea. Tooth Shank, Part #27423</td>
<td>UNIT</td>
</tr>
</tbody>
</table>

**TOTAL ITEM 2**

TOTAL: 47,715.95

**TOTAL ITEMS 1 & 2**

TOTAL: 173,965.95
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449  
TABULATION OF BIDS  

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>EXTENSION 1</th>
<th>EXTENSION 2</th>
<th>EXTENSION 3</th>
<th>Terms</th>
<th>Delivery Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>173,965.95</td>
<td>173,965.95</td>
<td>173,965.95</td>
<td>Net</td>
<td>2 days</td>
</tr>
</tbody>
</table>

*LOW BIDDER*

BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:

- ASCO Equipment  
- Equipment Depot  
- H&V Equipment  
- Nueces Power Equipment  
- Demandstar  
- SAWS Website  

Net 30 days  

2 days
ITEM
BID NO. 19-0367
FORD NEW HOLLAND PRODUCTS, PARTS, & SERVICE

Bid No. 19-0367 solicited bids for the purchase of Ford New Holland products, parts, and service. ASCO Equipment is the single responsible bidder for this bid. ASCO Equipment is also the incumbent vendor for the current Ford New Holland products, parts, and service contract.

Four vendors were sent the Formal Bid. The Formal Bid was also posted on Demand Star and the SAWS Website. One bid was received from ASCO Equipment and zero no-bids. The current contract 15-0367 received only two bids at the time of the bid opening.

The bid submitted by ASCO Equipment meets all the requirements of the specifications. The award amount is $173,965.95.
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS  78298-2449**  

## TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for  
**FOR:** Aqueous Solution of Ferrous Sulfate, FeSO₄  
**TIME & DATE:** (January 1, 2020 through December 31, 2020)  
**DATE:** 3:00 p.m., October 21, 2019

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE/GAL</th>
<th>TOTAL</th>
<th>EXTENSION 1</th>
<th>EXTENSION 2</th>
<th>EXTENSION 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>130,000 Gallons Ferrous Sulfate for first three months of contract (estimated usage)</td>
<td>0.58</td>
<td>75,400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>4,400,000 Gallons Ferrous Sulfate (estimated annual usage)</td>
<td>0.58</td>
<td>2,552,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>60 Days Rental of 5,000 gallon tanker for emergencies</td>
<td>115.00</td>
<td>6,900.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>5 Each New Site Installation Setup</td>
<td>10,000.00</td>
<td>50,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>2,684,300.00</td>
<td><strong>2,684,300.00</strong></td>
<td><strong>2,684,300.00</strong></td>
<td><strong>2,684,300.00</strong></td>
</tr>
</tbody>
</table>

**Terms**  
1.5% Net  
10 days  
30 days

*LOW BIDDER*

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**

- ALTIVIA Chemicals  
- Brenntag  
- Chemtrade  
- Kamira Water  
- Pencco  
- Univar USA  
- Demandstar  
- SAW5S Website
ITEM
BID NO. 19-1071
ANNUAL CONTRACT FOR THE PURCHASE OF AQUEOUS SOLUTION OF FERROUS SULFATE

Bid No. 19-1071 solicited bids for the purchase of Aqueous Solution of Ferrous Sulfate. The vendor is to provide storage tanks, flow control systems, maintenance, service and technical support for the System, as well as, delivery of the chemical.

The bid for this contract was issued on October 2, 2019 and five sources were solicited from the bid list. The Formal Bid was also posted on Demand Star and the SAWS Website. One bid was received from Pencco, Inc. Two no-bids were received from Kemira Water Solutions, Inc and Univar Solutions, Inc. The two no-bidders could not provide competitive bids or meet the current requirements.

Pencco, Inc. is the incumbent vendor and has been supplying the chemical to the System since 2005. The bid price proposed reflects a 7% increase from current price.

Recommend approval of award to Pencco Inc. The bid meets all the requirements of the Formal Bid Invitation. The award amount is $2,684,300.00.
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**PROPOSAL:** Annual Contract for Fuel Services for Off-Road Equipment

**FOR:**

(January 1, 2020 through December 31, 2020)

**DATE:** 3:00 p.m., October 28, 2019

### Time & Description and Approximate Quantity

#### Item 1 Ultra Low Sulfur Off Road Diesel

- **Item Number:** 1
- **Description and Approximate Quantity:** 25,000 gals.
- **OPIS Weekly Average (per gallon):** 1.9285

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price TOTAL</th>
<th>Discount or Upcharge (per gallon)</th>
<th>Unit Price TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount or Upcharge</td>
<td>0.07</td>
<td></td>
<td>1.9285</td>
</tr>
<tr>
<td>Bid Price</td>
<td>1.9985</td>
<td></td>
<td>2.0283</td>
</tr>
<tr>
<td>Extended Price</td>
<td>49,962.50</td>
<td></td>
<td>50,707.50</td>
</tr>
<tr>
<td>Primary Brand/Trade Name of Product Bid</td>
<td>Flint Hills</td>
<td>Various Unbranded Rack</td>
<td></td>
</tr>
</tbody>
</table>

**ITEM 1 TOTAL**

| Total                          | 49,962.50       | 50,707.50                        |

#### Item 2 Ultra Low Sulfur Highway Diesel

- **Item Number:** 2
- **Description and Approximate Quantity:** 15,000 gals.
- **OPIS Weekly Average (per gallon):** 1.9573

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price TOTAL</th>
<th>Discount or Upcharge (per gallon)</th>
<th>Unit Price TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount or Upcharge</td>
<td>0.07</td>
<td></td>
<td>1.9573</td>
</tr>
<tr>
<td>Bid Price</td>
<td>2.0273</td>
<td></td>
<td>2.0571</td>
</tr>
<tr>
<td>Extended Price</td>
<td>30,409.50</td>
<td></td>
<td>30,856.50</td>
</tr>
<tr>
<td>Primary Brand/Trade Name of Product Bid</td>
<td>Flint Hills</td>
<td>Various Unbranded Rack</td>
<td></td>
</tr>
</tbody>
</table>

**ITEM 2 TOTAL**

| Total                          | 30,409.50       | 30,856.50                        |

#### Item 3 Unleaded Gasoline

- **Item Number:** 3
- **Description and Approximate Quantity:** 2,500 gals./month/30,000 per year
- **OPIS Weekly Average (per gallon):** 2.2970

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price TOTAL</th>
<th>Discount or Upcharge (per gallon)</th>
<th>Unit Price TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount or Upcharge</td>
<td>0.07</td>
<td></td>
<td>2.2970</td>
</tr>
<tr>
<td>Bid Price</td>
<td>2.367</td>
<td></td>
<td>2.3968</td>
</tr>
<tr>
<td>Extended Price</td>
<td>71,010.00</td>
<td></td>
<td>71,904.00</td>
</tr>
<tr>
<td>Primary Brand/Trade Name of Product Bid</td>
<td>Flint Hills</td>
<td>Various Unbranded Rack</td>
<td></td>
</tr>
</tbody>
</table>

**ITEM 3 TOTAL**

| Total                          | 71,010.00       | 71,904.00                        |

#### Item 4 Delivery

- **Item Number:** 4
- **Description:** Delivery
- **220 ea. Standard Delivery (24 hr):**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price TOTAL</th>
<th>Discount or Upcharge (per gallon)</th>
<th>Unit Price TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Price</td>
<td>125.00</td>
<td></td>
<td>150.00</td>
</tr>
<tr>
<td>Extended Price</td>
<td>27,500.00</td>
<td></td>
<td>33,000.00</td>
</tr>
</tbody>
</table>
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**  
SAN ANTONIO, TEXAS 78298-2449  
**TABULATION OF BIDS**

**PROPOSAL**  
Annual Contract for Fuel Services for Off-Road Equipment

**FOR**  
(January 1, 2020 through December 31, 2020)

**DATE**  
3:00 p.m., October 28, 2019

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50 ea.</td>
<td>Scheduled Project Delivery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td>175.00</td>
<td>8,750.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Expedited Delivery (4 Hrs.)</td>
<td></td>
<td>200.00</td>
<td>10,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Emergency Delivery (2 Hrs.)</td>
<td></td>
<td>300.00</td>
<td>3,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM 4 TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>49,250.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL (Items 1-4)</td>
<td></td>
<td></td>
<td></td>
<td>200,632.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 5 On-Site Self Contained Portable Fuel Tanks</td>
<td></td>
<td>0.00</td>
<td>400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank Rental - 500 gallon Estimated Quantity 2</td>
<td></td>
<td>0.00</td>
<td>800.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Vendor shall provide credit for unused fuel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Self Contained Portable Fuel Tanks</td>
<td></td>
<td>0.00</td>
<td>600.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank Rental - 1000 gallon Estimated Quantity 2</td>
<td></td>
<td>0.00</td>
<td>1,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Vendor shall provide credit for unused fuel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 ea.</td>
<td>Pickup/Delivery</td>
<td></td>
<td>500.00</td>
<td>1,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee per Delivery of Fuel (minimum 350 gal)</td>
<td></td>
<td></td>
<td>175.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 1</td>
<td></td>
<td></td>
<td>200,632.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 2</td>
<td></td>
<td></td>
<td>200,632.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 3</td>
<td></td>
<td></td>
<td>200,632.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terms</td>
<td>Net</td>
<td>30 days</td>
<td>0%</td>
<td>10 days</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Delivery Days**

*LOW BIDDER*

**INVITATIONS WERE E-MAILED TO AND/OR PICKED UP BY:**

Anytime Fuel Pros  
Bear Oil Co.  
Champion Fuel Solutions  
Marshall Distributing Co., Inc.  
Martin Eagle Oil Co., Inc.  
Mid Tex Oil  
Premier Fueling LLC  
Ricochet Fuel Distributors  
Royce Groff Oil Co.  
Sun Coast Resources, Inc.  
Sunwell Corp dba Redifuel
### SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**
**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**PROPOSAL**
Annual Contract for Purchase and Deliver of
**FOR**
Granulated Bulk Salt
**TIME & DATE**
(December 10, 2019 through January 31, 2021)
**DATE**
3:00 p.m., October 14, 2019

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>BID</th>
<th>INVITATIONS E-MAILED TO AND/OR PICKED UP BY:</th>
</tr>
</thead>
</table>
| 1,100,000 lbs Granulated Bulk Salt | Price/lb. Total $126,500.00 | NO BID | Demandstar
| Tanker Load/lbs Capacity | Price/lb. Total 25 Tons | NO BID | SAW's Website |

**TOTAL**

| EXTENSION 1 | 126,500.00 |
| EXTENSION 2 | 126,500.00 |
| EXTENSION 3 | 126,500.00 |
| EXTENSION 4 | 126,500.00 |

| Terms | Net 30 days |
| Delivery Days | 10 days |

**LOW BIDDER**

- Cargill
- Midwest Salt
- Morton Salt
- North American Salt Co.
- Salt Exchange, Inc.

- Southwest Engineers
- Surplus Salt
- United Salt Co.
- Univar
- Water Resource Co.
ITEM
BID NO. 19-19128
ANNUAL CONTRACT FOR THE PURCHASE OF GRANULATED BULK SALT

Formal Invitation for Bid No. 19-19128 solicited bids for the purchase and delivery of granulated bulk salt in the form of Sodium Chloride (NaCl) for use in the treatment of potable water supplies at the Aqua Vista Water Treatment facility.

The bid for this contract was issued on September 26, 2019 and nine sources were solicited from the bid list. The bid was also posted on Demand Star and the SAWS Website. One bid was received from Salt Exchange, Inc. Two no-bids were received from Univar Solutions, Inc. and Morton Salt, Inc. The two no-bidders could not provide competitive bids or meet the current requirements.

Salt Exchange, Inc. is a current bulk salt vendor with for System and has been supplying bulk salt and super sacks satisfactorily since 2013. The bid price increased by 4% compared to the current contract price.

Recommend approval of award to Salt Exchange, Inc. The bid meets all the requirements of the Formal Bid Invitation. The award amount is $126,500.00.
## TABULATION OF BIDS

**PROPOSAL**: Annual Contract for Liquid Carbon Dioxide (99.5%)

**FOR**: Aqua Vista Water Treatment Facility

**TIME & DATE**: (December 1, 2019 through February 1, 2021) 3:00 p.m., October 14, 2019

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>Price/gal *</th>
<th>Subtotal</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6,700,000 lbs Liquid Carbon Dioxide (99.5%)</td>
<td>0.07991</td>
<td>535,397.00</td>
<td>535,397.00</td>
</tr>
<tr>
<td></td>
<td>Tanker Load (capacity)</td>
<td>0.0843</td>
<td>564,810.00</td>
<td>NO BID</td>
</tr>
<tr>
<td>EXTENSION 1</td>
<td></td>
<td></td>
<td>535,397.00</td>
<td></td>
</tr>
<tr>
<td>EXTENSION 2</td>
<td></td>
<td></td>
<td>535,397.00</td>
<td></td>
</tr>
<tr>
<td>EXTENSION 3</td>
<td></td>
<td></td>
<td>535,397.00</td>
<td></td>
</tr>
<tr>
<td>EXTENSION 4</td>
<td></td>
<td></td>
<td>535,397.00</td>
<td></td>
</tr>
</tbody>
</table>

**TERMS**

- Delivery Days: 2 days
- Net: 30 days
- Demandstar
- SAWWS Website

**LOW BIDDER**

BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:

- Airgas
- Praxair
- Univar
# SAN ANTONIO WATER SYSTEM
## P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449
## TABULATION OF BIDS

**PROPOSAL**
Biennial Contract for Liquid Chlorine  
(January 1, 2020 through December 31, 2020)

**TIME & DATE**
3:00 p.m., October 28, 2019

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Qty 2000 150 LB Cylinder (actual net eight of the liquid contents in containers of 150 lb. each (Lawson no. 33541))</td>
<td>Cylinder</td>
</tr>
<tr>
<td></td>
<td>Qty 2000 2000 LB Container (actual net weight of the liquid contents in containers of 2,000 lbs. each) (Lawson no. 93489)</td>
<td>Container</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>208,000.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>1,028,000.00</td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL</td>
<td>1,236,000.00</td>
</tr>
</tbody>
</table>

**EXTENSION 1**
1,236,000.00

**EXTENSION 2**
1,236,000.00

**EXTENSION 3**
1,236,000.00

**Terms**
Net 30 days

**Delivery Days**
5 days

*LOW BIDDER

**BID INVITATIONS WERE MAILED TO AND/OR PICKED UP BY:**

- 3D Weld
- Air Products
- Altivia
- DX Group
- DXI
- Matheson Gas
- Mission Gas
- Natwel
- Praxair
- Precision Oxygen
- Product Solutions
- TECHYS DBA Product Sol
- Univar

**NON-RESPONSIVE**

- Demandstar
- SAWS Website
- Univar USA Inc.
  8201 S. 212th
  Kent, WA 98032-1994
ITEM
BID NO. 19-0338
ANNUAL CONTRACT FOR THE PURCHASE OF LIQUID CHLORINE

Bid No. 19-0338 solicited bids for the purchase of liquid chlorine (99.5 percent pure by volume) for use in the treatment of potable water and wastewater for the San Antonio Water System. The vendor will also be required to pick up empty containers or cylinders at the time of delivery.

The bid for this contract was issued on October 10, 2019 and ten sources were solicited from the bid list. The Formal Bid was also posted on Demand Star and the SAWS Website. One responsible bid was received from DXI Industries, Inc. Brenntag Southwest, Inc only provided a bid for one of the two line items and was determined to be nonresponsive. Univar USA Inc. submitted a no-bid due to unable to meet the current requirements.

DXI Industries, Inc. is the incumbent vendor and has been supplying the chemical to the System since at least 2005. DXI’s bid response meets all the requirements of the Formal Bid Invitation. The new price proposed reflects a 9.94% increase for the 150 lb. container and a 20.5% decrease for the 1 ton containers. Recommend approval of award to DXI Industries, Inc. The award amount is $1,236,000.00.
SUPPLEMENTARY COMMENTS:
Staff recommends that the contract be awarded to JR’s Plumbing, Local MBE firm, as the bidder who will provide the goods or services at the best value for the Water System based on the selection criteria set forth below. Price and other factors were considered. In determining the “Best Value Bid”, the criteria is weighted as shown below.

A) Evaluation Committee: The committee consisted of four members, which included the team leader. All bids were responsive and reviewed by an Evaluation Committee.

B) Weighted Evaluation Criteria: The following weighted criteria were considered to determine which proposal offers the “best value” to the System.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Bidder’s Pricing</td>
<td>40</td>
</tr>
<tr>
<td>b. References/ Similar Prior Experience</td>
<td>20</td>
</tr>
<tr>
<td>c. Equipment</td>
<td>10</td>
</tr>
<tr>
<td>d. SMWVB Program Compliance</td>
<td>15</td>
</tr>
<tr>
<td>e. Financial/Operational Stability</td>
<td>10</td>
</tr>
<tr>
<td>f. Bid Responsiveness</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

System received bids from the following companies:

<table>
<thead>
<tr>
<th>NO</th>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>BEST VALUE SCORE</th>
<th>LOCAL/ SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JR’s Plumbing</td>
<td>$426,077.50 Ext 1: $426,077.50</td>
<td>235 points</td>
<td>Local/MBE-Hispanic/VBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ext 2: $426,077.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ext 3: $426,077.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ext 4: $426,077.50 Total: $2,130,387.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A-Ram Plumbing</td>
<td>$488,125.00 Ext 1: $488,125.00</td>
<td>186 points</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ext 2: $488,125.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ext 3: $488,125.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ext 4: $488,125.00 Total: $2,440,625.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Additionally, the overall SMWB analysis is shown in the following table:

| SAWS BVB No. 19-1165 FOR THE PLUMBER TO PEOPLE AND CONSERVATION MAKE-OVER PROGRAMS |
| My Plumber, Inc. dba J.R. 's Plumbing  |
| SMWB Analysis - Board Award |
| SBE | 0.00% |
| MBE - African American | 0.00% |
| MBE - Asian | 0.00% |
| MBE - Hispanic | 100.00% |
| MBE - Other | 0.00% |
| WBE - Minority | 0.00% |
| WBE - Non-Minority | 0.00% |
| SMWB Total | 100.00% |

**PERIOD OF AWARD:**
Contract period shall begin on December 1, 2019 and shall end on November 30, 2020. The contract shall include four (4) additional one-year options to extend subject to future years budgets.

In determining the best value, staff considered relevant criteria specifically listed in the request for bid. Staff has determined that My Plumber, Inc. dba J.R. ’s Plumbing, a local, MBE-Hispanic, veteran-owned firm, will provide services at the best value to System. JR’s Plumbing has satisfactory performance history with the System.
SUPPLEMENTARY COMMENTS:

Staff recommends that the contract be awarded to Ivanti, Inc. a local, non-SMWVB firm, as the respondent who will provide the goods or services at the best value for the Water System based on the selection criteria set forth below. Price and other factors have been considered. In determining the “best value”, the Evaluation Criteria listed below have been considered and weighted as shown.

A) Evaluation Committee: All properly submitted responses were reviewed by an Evaluation Committee.

B) Weighted Evaluation Criteria: The following weighted criteria were considered to determine which response offers the “best value” to the San Antonio Water System.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Functionality, Usability, and Project Approach</td>
<td>35</td>
</tr>
<tr>
<td>b. References, Similar Prior Experience, Project Team, and Resumes</td>
<td>25</td>
</tr>
<tr>
<td>c. Compensation Proposal</td>
<td>30</td>
</tr>
<tr>
<td>d. Adherence to Small, Minority, Woman and Veteran Owned Business (SMWVB) Participation (Exhibit “B” Good Faith Effort Plan)</td>
<td>10</td>
</tr>
</tbody>
</table>

| TOTAL                                                                 | 100    |

SAWS received responses from the following companies:

<table>
<thead>
<tr>
<th>No.</th>
<th>Respondent Name</th>
<th>Solution Amount</th>
<th>Score</th>
<th>Local/SMWVB</th>
</tr>
</thead>
</table>
| 1   | * Ivanti, Inc.             | PERPETUAL
Software: $99,130.00
Solution Implementation/Installation $44,500.00
Training: $18,000.00
Maintenance: $19,492.00
BASE YEAR TOTAL: $181,122.00
Extension Option 1: $29,992.00
Extension Option 2: $29,992.00
Extension Option 3: $29,992.00
Extension Option 4: $29,992.00
Extension Option 5: $29,992.00
GRAND TOTAL: $331,082.00 | 435 Points | Local/Non-SMWVB |
| 2   | Creative Breakthroughs Symantec (CBI) | PERPETUAL
Software: $153,543.55
Solution Implementation/Installation $168,000.00
Training: Included
Maintenance: $74,072.00
BASE YEAR TOTAL: $395,615.55
Extension Option 1: $77,034.88
Extension Option 2: $80,116.28
Extension Option 3: $83,320.93
Extension Option 4: $86,653.77
Extension Option 5: $90,119.92
GRAND TOTAL: $812,861.33 | 357 Points | Local/Non-SMWVB |

*Respondent offering the best value.
- No Bid: Presidio Networked Solutions
Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>REQUEST FOR PROPOSALS</th>
<th>SAWS RFP NO. 19-19084</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENDPOINT PATCH MANAGEMENT ASSET INVENTORY SOLUTION</td>
<td>IVANTI, INC.</td>
</tr>
<tr>
<td>SMWVB ANALYSIS – BOARD AWARD</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**PERIOD OF AWARD**

Contract period shall begin on December 10, 2019 through December 9, 2020. The contract shall include five (5) additional one-year options to extend, renewable and paid for annually.

In determining the best value staff considered relevant criteria specifically listed in the request for proposals. Staff has determined that Ivanti, Inc. will provide services at the best value to SAWS.
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL:** Five Year Contract for Landfilling of Biosolids

**FOR:**

**TIME & DATE:**
(February 6, 2018 through December 31, 2022)
3:00 p.m., December 15, 2017

**ITEM NO.** | **DESCRIPTION AND APPROXIMATE QUANTITY** | **UNIT** | **PRICE/UNIT** | **NET PRICE** |
---|---|---|---|---|
1 | Year 1: February 6, 2018 - December 31 2018 Biosolids Landfill Tipping and Hauling | Wet Tons | 37.23 | 1,675,350.00 |

**Terms:**

*LOW BIDDER*

**WILL RETURN TO THE BOARD FOR SUBSEQUENT YEARS FUNDING**

**BID INVITATIONS WERE E-MAILED TO AND/OR PICKED UP BY:**

- Waste Management
- Synagro
- Republic Services
- Merrell Bros.
- BFI Waste System
- Demandstar
- SAWS Website
- BFI Waste Systems of North America, LLC
  - d/b/a Tessman Rd. Landfill
  - 7000 IH 10 E
  - San Antonio, TX
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

## PROPOSAL
Annual Contract for Medium and Heavy Duty Truck Parts and Service

**TIME & DATE:**
(December 10, 2019 through November 31, 2020)
3:00 p.m., October 31, 2019

## ITEM NO.
**DESCRIPTION AND APPROXIMATE QUANTITY**

### I. HEAVY DUTY MACK SERVICE - CAPTIVE AND COMPETITIVE

It is estimated that SAWS will require 100 labor hours for services on Mack Trucks annually.

<table>
<thead>
<tr>
<th>Hours</th>
<th>PRICE/HR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>134.00</td>
<td>13,400.00</td>
</tr>
</tbody>
</table>

### II. HEAVY DUTY WESTERN STAR TRUCK SERVICE - CAPTIVE AND COMPETITIVE

It is estimated that SAWS will require 100 labor hours for services on Western Star Trucks annually.

<table>
<thead>
<tr>
<th>Hours</th>
<th>PRICE/HR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>134.00</td>
<td>13,400.00</td>
</tr>
</tbody>
</table>

### III. MEDIUM AND HEAVY DUTY FORD TRUCK SERVICE - CAPTIVE AND COMPETITIVE

It is estimated that SAWS will require 1500 labor hours for services on Ford Trucks annually.

<table>
<thead>
<tr>
<th>Hours</th>
<th>PRICE/HR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500</td>
<td>134.00</td>
<td>201,000.00</td>
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### IV. MEDIUM AND HEAVY DUTY STERLING TRUCK SERVICE - CAPTIVE AND COMPETITIVE

It is estimated that SAWS will require 30 labor hours for services on Sterling Trucks annually.

<table>
<thead>
<tr>
<th>Hours</th>
<th>PRICE/HR</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>300</td>
<td>134.00</td>
<td>4,020.00</td>
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</tbody>
</table>

## TOTAL ITEMS I-IV

TOTAL 231,820.00

## EXTENSION 1

231,820.00

## EXTENSION 2

231,820.00

## EXTENSION 3

231,820.00
**SAN ANTONIO WATER SYSTEM**

P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL**

Annual Contract for
Medium and Heavy Duty Truck Parts and Service
(December 10, 2019 through November 31, 2020)

**TIME & DATE**

3:00 p.m., October 31, 2019

**ITEM NO.**

<table>
<thead>
<tr>
<th>Description and Approximate Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terms</td>
</tr>
<tr>
<td>Delivery Days</td>
</tr>
</tbody>
</table>

**LOW BIDDER**

BIDS WERE E-MAILED TO AND/OR PICKED UP BY:

- Doggett Auto Parts
- Gonzalez Auto Parts
- Grande Truck
- M&D Distributors
- Red McCombs
- San Antonio Brake
- Southern Tire Mart

- Demandstar
- SAWS Website
ITEM
BID NO. 19-0244B
ANNUAL CONTRACT FOR MEDIUM AND HEAVY DUTY TRUCK PARTS
AND SERVICE

Formal Invitation for Bid No. 19-0244B solicited bids for the purchase of captive and
competitive parts and service for medium and heavy duty Ford and Sterling Trucks and
heavy duty Mack and Western Star Trucks.

The bid for this contract was issued on October 14, 2019 and seven sources were solicited
from the bid list. The bid was also posted on Demand Star and the SAWS Website.
Grande Truck Center was the only responsive bidder. Red McCombs provided a
nonresponsive bid. No additional competition was received.

Grande Truck Center is the incumbent vendor for the System and has provided the parts
and service satisfactorily since at least 2006. The labor rate for the new bid increased by
20%. The unit price remained constant for each extension period of the current contract.
The Purchasing Department also noticed a trend in requests for 2020 labor cost increases
for other maintenance contracts from various vendors. Therefore, the increased pricing is
consistent with the current market conditions and is deemed fair and reasonable.

Recommend approval of award to Grande Truck Center. The bid meets all the
requirements of the Formal Bid Invitation. The award amount is $231,820.00.
# San Antonio Water System

**P. O. Box 2449**  
San Antonio, Texas 78298-2449

## Tabulation of Bids

**Proposal for Time & Date:**  
Annual Contract for Propane Tankload Deliveries and Industrial Cylinder Refills  
(January 1, 2020 through December 31, 2020)  
3:00 p.m., October 28, 2020

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description and Approximate Quantity</th>
<th>Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Mont Belvieu Price 10/28/2020</td>
<td>0.47</td>
<td>0.47</td>
</tr>
<tr>
<td></td>
<td>Up-charge from the Mont Belvieu Spot price per gallon</td>
<td>0.76</td>
<td>1.0999</td>
</tr>
<tr>
<td></td>
<td>Estimated Usage 110,000 gals</td>
<td>1.23</td>
<td>1.5699</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>135,300.00</strong></td>
<td><strong>172,689.00</strong></td>
</tr>
</tbody>
</table>

Multiplier to calculate up-charge or discount if bidding based on %  
Example: Mont Belvieu Spot price X .65=35% discount

Closing day that prices for the following seven (7) days will be based on  
Fridays, Thursday

### Extension 1

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### Extension 2

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<tr>
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</tr>
</tbody>
</table>

### Extension 3

<p>| | | | |</p>
<table>
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<th></th>
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<tbody>
<tr>
<td></td>
<td>135,300.00</td>
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</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Net</th>
<th>Net</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>30 days</td>
<td>30 days</td>
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</table>

*LOW BIDDER*

**Bid Invitations were mailed to and/or picked up by:**

- AmeriGas
- Bell Hydrogass
- Encore Propane
- Ferrellgas
- Mission Gas Co.

- Demandstar
- SAWS Website
BID NO. 19-17041
ANNUAL CONTRACT FOR NIMBLE STORAGE SUPPORT

Bid No. 19-17041 solicited DIR quotes for Nimble Storage Support. The HPE Nimble Storage support contract provides hardware and software support services for System’s business critical data storage appliances. The contract includes same-day hardware replacement, as well as over-the-phone and onsite technical support for Nimble Storage software and hardware. The contract also provides around the clock system monitoring and reporting, and provides system updates to resolve software issues and security vulnerabilities.

The request for quotes was sent to 104 different vendors from the DIR resellers list. One vendor replied with a No Bid response. Freeit Data Solutions, Inc. is the single responsible bidder for the purchase of Nimble Storage Support.

SCHEDULE OF ITEMS
NIMBLE STORAGE SUPPORT

BASE TERM: Each line will have the start date specified below and all will end on 12/31/20.

<table>
<thead>
<tr>
<th>Parent Asset</th>
<th>System Name</th>
<th>Product Code</th>
<th>Serial Number</th>
<th>Support End Date</th>
<th>Support Start Date</th>
<th>UOM</th>
<th>QTY</th>
<th>Extended Price</th>
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<td>7/27/2020</td>
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<td>$3,308.28</td>
</tr>
</tbody>
</table>

BASE YEAR TOTAL: $140,491.99
EXTENSION ONE TOTAL: $140,491.99
GRAND TOTAL: $280,932.98
### TABULATION OF BIDS

**For:**
Purchase of Authorized Distributor Allen Bradley Programmable Logic Controller (PLC) Parts

**Time & Date:**
3:00 p.m., October 14, 2019

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 1769-L30ERM</td>
<td>Compact Logic 5370 L3 Ethernet Processor Module, 4 Axis CIP motion</td>
<td>5 ea.</td>
<td>1</td>
<td>2,228.12</td>
<td>11,140.60</td>
</tr>
<tr>
<td>2. 1769-L36ERM</td>
<td>Compact Logic 5370 L3 Ethernet Processor Module, Dual Ethernet</td>
<td>10 ea.</td>
<td>1</td>
<td>2,453.68</td>
<td>24,536.80</td>
</tr>
<tr>
<td>3. 1769-L32E</td>
<td>Compact Logic 5370 L3 Ethernet Processor Module, 16 Ethernet IP Nodes</td>
<td>5 ea.</td>
<td>1</td>
<td>4,160.32</td>
<td>20,801.60</td>
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<tr>
<td>4. 1769-PA4</td>
<td>Compact Logic 5370 L3 Ethernet Processor Module, 32 Ethernet IP Nodes</td>
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<td>4,160.32</td>
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<td>5. 1769-BA</td>
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<td>47.46</td>
<td>711.90</td>
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<td>6. 1769-ECR</td>
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<td>30.48</td>
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<td>7. 1769-CRL3</td>
<td>Compact Logic 5370 L3 Ethernet Processor Module, 3.28 ft (1 meter)</td>
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<td>164.28</td>
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<td>8. 1769-ECL</td>
<td>Compact Logic Power Supply for a maximum of 16 modules</td>
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<td>160.46</td>
<td>802.30</td>
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<tr>
<td>9. 1769-CRRJ</td>
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<td>Compact Logic Left End Cap/Terminal</td>
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<td>160.46</td>
<td>802.30</td>
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<td>11. MVI69-MCM</td>
<td>Modbus Master/Slave Network Interface Module</td>
<td>10 ea.</td>
<td>1</td>
<td>2,049.00</td>
<td>20,490.00</td>
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<td>12. MVI69-MBTCP</td>
<td>Modbus TCP/IP Enhanced Communication Module</td>
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<td>DESCRIPTION AND APPROXIMATE QUANTITY</td>
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<td>TOTAL PRICE</td>
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<td>---</td>
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<tr>
<td>10 ea.</td>
<td>1769-IO32 Compact Logix 32-Point input 24V DC</td>
<td>380.52</td>
<td>3,805.20</td>
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<tr>
<td>10 ea.</td>
<td>1769-IO32T Compact Logix 32-Point input 24VDC</td>
<td>372.88</td>
<td>3,728.80</td>
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<td>10 ea.</td>
<td>1769-OB32 Compact Logix 32-Point Output 24V DC</td>
<td>490.72</td>
<td>4,907.20</td>
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<td>15 ea.</td>
<td>1769-IF8 Compact Logix Analog Voltage/Current Input Module</td>
<td>697.62</td>
<td>10,464.30</td>
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<tr>
<td>5 ea.</td>
<td>1769-OF8C Analog output: 0 to 20 mA, 4 to 20 mA</td>
<td>1,298.97</td>
<td>6,494.85</td>
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<tr>
<td>10 ea.</td>
<td>1769-IA16 Compact Logix 120V AC Digital Input Module</td>
<td>253.68</td>
<td>2,536.80</td>
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<tr>
<td>10 ea.</td>
<td>1769-QW16 16 point Relay Output Module that can control AC or DC loads</td>
<td>359.13</td>
<td>3,591.30</td>
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<tr>
<td>5 ea.</td>
<td>1769-IF4 Compact Logix 4 differential or single-ended Analog Inputs</td>
<td>434.77</td>
<td>2,173.85</td>
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<td>10 ea.</td>
<td>1769-IO16 Compact Logix I/O 24V DC Sink/Source Digital Input</td>
<td>216.24</td>
<td>2,162.40</td>
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<td>5 ea.</td>
<td>1769-IT6 Compact Logix 6 Channel Thermocouple/MV Input</td>
<td>886.36</td>
<td>4,431.80</td>
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<td>10 ea.</td>
<td>1769-OB16 Compact Logix 16 Point 24 VDC Sourcing Output</td>
<td>298.99</td>
<td>2,989.90</td>
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<td>5 ea.</td>
<td>1769-OF4 Compact Logix 4-Channel single-ended Analog Current/Voltage Output</td>
<td>718.20</td>
<td>3,591.00</td>
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<td>5 ea.</td>
<td>1769-AENTR Compact I/O EtherNet/IP Adaptor with Dual Ethernet Ports for both DLR</td>
<td>877.32</td>
<td>4,386.60</td>
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</table>
## SAN ANTONIO WATER SYSTEM

P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

### TABULATION OF BIDS

**PROPOSAL FOR:** Purchase of Authorized Distributor Allen Bradley Programmable Logic Controller (PLC) Parts

**TIME & DATE:** 3:00 p.m., October 14, 2019

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>29.</td>
<td>1492-ACAB025ED69 Analog input, 20 conductors, #22 AWG 8.2 feet</td>
<td>5 ea.</td>
<td>168.52</td>
<td>842.60</td>
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<td>30.</td>
<td>1492-CAB025RTN32O Digital I/O Ready Cable, 8.2 ft</td>
<td>5 ea.</td>
<td>171.21</td>
<td>856.05</td>
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<td>31.</td>
<td>1492-CAB025RTN32I Digital I/O Ready Cable Using 8.2 feet</td>
<td>5 ea.</td>
<td>171.21</td>
<td>856.05</td>
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<td>32.</td>
<td>1492-ACAB025D69 Prewired Cable for Analog output 8.2 feet</td>
<td>10 ea.</td>
<td>50.60</td>
<td>753.00</td>
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<td>33.</td>
<td>1756-L72 Control Logix Logix5572 Processor with 4MB</td>
<td>10 ea.</td>
<td>7,585.94</td>
<td>75,859.40</td>
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<td>34.</td>
<td>1756-L73 Control Logix 1756-L7 Logix5673 Controller with 8 Mbytes</td>
<td>10 ea.</td>
<td>10,837.06</td>
<td>108,370.60</td>
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<td>35.</td>
<td>1756-L75 Control Logix Logix5575 Controller with 32 Mbytes</td>
<td>10 ea.</td>
<td>17,864.22</td>
<td>178,642.20</td>
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<td>36.</td>
<td>1756-PA72 Control Logix 85-265V AC Power Supply</td>
<td>10 ea.</td>
<td>921.89</td>
<td>9,218.90</td>
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<td>37.</td>
<td>1756-PA75 Control Logix 18-32 V DC Power Supply</td>
<td>10 ea.</td>
<td>1,129.52</td>
<td>11,295.20</td>
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<td>38.</td>
<td>1756-A7 7 Slot Control Logix Chassis</td>
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<td>514.93</td>
<td>2,574.65</td>
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<td>39.</td>
<td>1756-A10 10 Slot Control Logix Chassis</td>
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<td>3,135.25</td>
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<td>40.</td>
<td>1756-A13 13 Slot Control Logix Chassis</td>
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<td>753.30</td>
<td>3,766.50</td>
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<td>41.</td>
<td>1756-A17 17 Slot Control Logix Chassis</td>
<td>5 ea.</td>
<td>888.67</td>
<td>4,443.35</td>
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<td>42.</td>
<td>1756-EN2T Control Logix EtherNet/IP Bridge Module 10/100 Mbps</td>
<td>5 ea.</td>
<td>2,774.86</td>
<td>13,874.30</td>
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SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
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<tr>
<td>10 ea.</td>
<td>1756-TBCH Control Logix 36 Pin Screw Cage-Clamp</td>
<td>UNIT</td>
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<td>872.10</td>
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<td>10 ea.</td>
<td>1756-TBNH Control Logix 20 Position NEMA Screw Clamp</td>
<td>UNIT</td>
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<td>702.70</td>
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<td>10 ea.</td>
<td>1794-IB16 FLEX I/O Input Module, 24V DC</td>
<td>UNIT</td>
<td>304.85</td>
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<td>10 ea.</td>
<td>1794-IE8 Flex I/O Analog Input Module, 8 Single</td>
<td>UNIT</td>
<td>963.41</td>
<td>9,634.10</td>
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<td>10 ea.</td>
<td>1794-OW8 Flex I/O Digital Contact Output Module, 8 Isolated</td>
<td>UNIT</td>
<td>350.48</td>
<td>3,504.80</td>
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<td>10 ea.</td>
<td>1756-IF8 Control Logix 8 Analog Input Module</td>
<td>UNIT</td>
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<td>10 ea.</td>
<td>1756-IF16H Control Logix Current 16 Analog Input</td>
<td>UNIT</td>
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<td>20,683.10</td>
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<td>10 ea.</td>
<td>1756-OF8 Control Logix 8 Analog Output Module</td>
<td>UNIT</td>
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<td>10 ea.</td>
<td>1756-OF8I Control Logix 8 Analog Output Module Isolated</td>
<td>UNIT</td>
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<td>10 ea.</td>
<td>1756-IB16 Control Logix Input Module, 10-31 VDC, 16 Points</td>
<td>UNIT</td>
<td>365.44</td>
<td>3,654.40</td>
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<td>10 ea.</td>
<td>1756-IB32 Control Logix Digital DC Input Module 10-31V DC</td>
<td>UNIT</td>
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<td>1756-OB16D Control Logix 19-30 VDC Diagnostic Output</td>
<td>UNIT</td>
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<td>10 ea.</td>
<td>1756-OB16E Control Logix 10-31 VDC Electronically Fused Output</td>
<td>UNIT</td>
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<td>5,606.80</td>
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<td>10 ea.</td>
<td>1756-OB32 10-31VDC Output Module, 32 Points</td>
<td>UNIT</td>
<td>681.13</td>
<td>6,811.30</td>
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</table>
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449  
TABULATION OF BIDS  

PROPOSAL FOR: Purchase of Authorized Distributor Allen Bradley Programmable Logic Controller (PLC) Parts  
TIME & DATE: 3:00 p.m., October 14, 2019  

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>57.</td>
<td>1492-ACABLE025UB Pre-wired Cable 16 Analog Input</td>
<td>277.86</td>
<td>8,335.80</td>
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<tr>
<td>58.</td>
<td>1492-ACABLE025WB Pre-wired Cable 8 Analog Output</td>
<td>188.25</td>
<td>5,647.50</td>
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<tr>
<td>59.</td>
<td>1492-CABLE025TBCH Digital I/O Module Ready Cable 40 con 8.2 feet</td>
<td>266.24</td>
<td>7,987.20</td>
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<td>60.</td>
<td>2711P-T10C22A9P Panel View plus 7 Performance Color Terminal</td>
<td>3,331.73</td>
<td>35,317.30</td>
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<tr>
<td>61.</td>
<td>1769-L33ERM CompactLogix 5370 L3 Ethernet Processor Module</td>
<td>3,248.69</td>
<td>16,243.45</td>
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<tr>
<td>62.</td>
<td>1769-ECRK Terminator I/O Right End Cap 24VDCPLC</td>
<td>42.73</td>
<td>854.60</td>
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<tr>
<td>63.</td>
<td>1769-PB4K COMPACTLOGIX DC 4A/2A POWER SUPPLY</td>
<td>496.40</td>
<td>4,964.00</td>
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<td>64.</td>
<td>1492-ACAB025AC69 Pre-Wired Cable</td>
<td>103.08</td>
<td>3,092.40</td>
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<td>65.</td>
<td>1794-AENT Network Adapter</td>
<td>703.56</td>
<td>7,035.60</td>
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<td>66.</td>
<td>2711P-T12W22D9P Operator Interface, 12 Inch</td>
<td>4,137.91</td>
<td>41,379.10</td>
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</table>

**TOTAL**  
| 889,011.70 |

Terms Net 30 days  
Delivery Days 2-9 weeks  

*LOW BIDDER  

BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:  
Mid-Coast Electric Supply  
Demandstar  
SAWS Website
BID NO. 19-19135
ANNUAL CONTRACT FOR PURCHASE OF AUTHORIZED DISTRIBUTOR ALLEN BRADLEY PROGRAMMABLE LOGIC CONTROLLER (PLC) PARTS

Bid No. 19-19135 solicited bids for the purchase of Authorized Distributor Allen Bradley Programmable Logic Controller (PLC) Parts.

System’s Instrumentation and Controls Department will utilize this contract for new and replacement parts for System’s Rockwell system throughout the following locations: Production, Desal, Twin Oaks, Treatment Plants, and Chill Water Plants.

Allen Bradley offers a wide range of process solutions that apply methods and technology to safeguard System’s operations, and match the organizations economic and performance requirements. These Allen Bradley control systems are scalable, flexible, and easy to integrate. This helps System increase productivity, lower costs, reduce energy consumption, and improve safety. Allen Bradley’s process expertise and component availability will help improve operational effectiveness and achieve high availability.

Allen Bradley’s extensive product portfolio will ensure that System continues to provide our ratepayers with sustainable, affordable water services while improving the functional operation of our water distribution system.

Mid-Coast Electric Supply Inc. is the single responsible bidder for the Annual Contract for Authorized Distributor Allen Bradley Programmable Logic Controller (PLC) Parts. A total of one responsive bid submittal was received.

The vendor is responsible for providing Allen Bradley Programmable Logic Controller (PLC) Parts as needed. Annual award amount is $889,011.70. The bid tab with unit pricing is attached.

<table>
<thead>
<tr>
<th>Original POP</th>
<th>$889,011.70</th>
<th>$889,011.70</th>
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<tr>
<td>Extension 1</td>
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<td>Extension 2</td>
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<td>Extension 3</td>
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<td>Extension 5</td>
<td>$889,011.70</td>
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## SAN ANTONIO WATER SYSTEM
**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**PROPOSAL:** Annual Contract for Sulfur Dioxide  
**FOR:**  
**TIME & DATE:** 3:00 p.m., October 28, 2019  
**(January 1, 2020 through December 31, 2020)**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE/ton</th>
<th>PRICE/yr</th>
<th>MFR./MODEL</th>
<th>EXTENSION</th>
<th>DELIVERY DAYS</th>
<th>LOW BIDDER</th>
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<tbody>
<tr>
<td>745</td>
<td>Sulfur Dioxide</td>
<td>947.00</td>
<td>705,515.00</td>
<td>*</td>
<td>NO BID</td>
<td>5 days</td>
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<tr>
<td></td>
<td>Manufacturer(s) of Product</td>
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<td>Calabra</td>
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<td>EXTENSION 1</td>
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<td>705,515.00</td>
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<td>EXTENSION 2</td>
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<td>705,515.00</td>
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<td>EXTENSION 3</td>
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<td>705,515.00</td>
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<tr>
<td>Terms</td>
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<td></td>
<td></td>
<td>Net</td>
<td>30 days</td>
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</tbody>
</table>

**LOW BIDDER**

**BID INVITATIONS WERE E-MAILED TO AND/OR PICKED UP BY:**

- Altivia
- Calabrian Corp.
- DXI Industries, Inc.
- Mili Spec Industries
- Monitor Tech. Group
- Praxair
- SOS Gases Inc.
- Univar USA, Inc.
ITEM
BID NO. 19-0183
ANNUAL CONTRACT FOR THE PURCHASE OF SULFUR DIOXIDE

Formal Invitation for Bid No. 19-0183 solicited bids for Sulfur Dioxide that will be utilized to de-chlorinate plant effluent as required by permit at the Water Recycling Centers.

The bid for this contract was issued on October 10, 2019 and eight sources were solicited from the bid list. The bid was also posted on Demand Star and the SAWS Website. One responsible bid was received from DXI Industries, Inc. One no-bid was received from Univar Solutions, Inc. Univar Solutions could not meet the current requirements.

DXI Industries, Inc. is the current sulfur dioxide vendor with for System and has been supplying the chemical to the System since October 2011.

DXI’s prices has increased 17% since 2015 due to an increase in operating cost and chemical cost. The unit price remained constant for each extension period of the current contract. Thereby, the increased pricing is deemed fair and reasonable.

Recommend approval of award to DXI Industries, Inc. The bid meets all the requirements of the Formal Bid Invitation. The award amount is $705,515.00.
## SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

### TABULATION OF BIDS

**PROPOSAL:** Splunk Enterprise Subscription
**FOR:** (DIR-TSO-3926)
**TIME & DATE:** 3:00 p.m., November 8, 2019

**ITEM NO.** | DESCRIPTION AND APPROXIMATE QUANTITY | **UNIT PRICE** | **TOTAL** | **UNIT PRICE** | **TOTAL** | **UNIT PRICE** | **TOTAL**
---|---|---|---|---|---|---|---
1. | Splunk Enterprise Core - 90GB/Day | 50,725.44 | 67,358.38 | 67,374.00 | 67,358.38 | 67,374.00 |
1. | Splunk Enterprise Security - 90GB/Day | 21,358.08 | 28,361.42 | 28,368.00 | 28,361.42 | 28,368.00 |

**YEAR ONE TOTAL 01/01/2020 - 12/31/2020**
TOTAL 72,083.52 | 95,719.80 | 95,742.00 |

**YEAR TWO TOTAL 01/01/2021 - 12/31/2021**
TOTAL 72,083.52 | 95,719.80 | 95,742.00 |

**YEAR THREE TOTAL 01/01/2022 - 12/31/2022**
TOTAL 72,083.52 | 95,719.80 | 95,742.00 |

**OPTION ONE YEAR GRAND TOTAL**
TOTAL 216,250.56 | 287,159.40 | 287,226.00 |

**OPTION 2**

**SPUNK ENTERPRISE 100 GB SUBSCRIPTION**
**Base Term:** 01/01/20 - 12/31/22
1. | Splunk Enterprise Core - 100GB/Day | 44,290.00 | 59,086.29 | 59,100.00 | 59,086.29 | 59,100.00 |
1. | Splunk Enterprise Security - 100GB/Day | 14,729.00 | 19,695.43 | 19,700.00 | 19,695.43 | 19,700.00 |

**YEAR ONE TOTAL 01/01/2020 - 12/31/2020**
TOTAL 59,019.00 | 78,781.72 | 78,800.00 |

**YEAR TWO TOTAL 01/01/2021 - 12/31/2021**
TOTAL 59,019.00 | 78,781.72 | 78,800.00 |

**YEAR THREE TOTAL 01/01/2022 - 12/31/2022**
TOTAL 59,019.00 | 78,781.72 | 78,800.00 |

**OPTION ONE YEAR GRAND TOTAL**
TOTAL 177,057.00 | 236,345.16 | 236,400.00 |

**Terms**
| Net 30 days | Net 30 days | Net 30 days |

**Delivery Days**
| 7 days | 3-5 days | 60 days |

*LOW BIDDER*
**SAN ANTONIO WATER SYSTEM**

P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL**
Splunk Enterprise Subscription

**FOR**
(DIR-TSO-3926)

**TIME & DATE**
3:00 p.m., November 8, 2019

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**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**

<table>
<thead>
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<th>Item No.</th>
<th>Description and Approximate Quantity</th>
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<tbody>
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<td>5 Wards Group</td>
<td>Optimus TechServices</td>
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<tr>
<td>Accudata Systems, Inc.</td>
<td>Optiv Security Inc.</td>
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<tr>
<td>Advanced Network Management</td>
<td>PCPC Direct, Ltd</td>
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<tr>
<td>Agilet Solutions, Ltd.</td>
<td>Pegasus Tech Solutions</td>
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<td>Alchemy Technology Group</td>
<td>Petrosys Solutions, Inc. dba PSI Technology</td>
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<tr>
<td>Assurance Data, Inc.</td>
<td>Porter Burgess Company dba Flair Data Systems</td>
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<td>Avid Systems, LLC</td>
<td>Presidio Networked Solutions Group, LLC</td>
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<td>Bluesource, Inc.</td>
<td>Presidio Networked Solutions Group, LLC</td>
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<tr>
<td>CDW Government LLC</td>
<td>Red River Technology LLC</td>
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<td>Centre Technologies, Inc.</td>
<td>RFD &amp; Associates, Inc.</td>
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<td>CIMA Solutions Group, LLC</td>
<td>Sequel Data Systems, Inc.</td>
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<td>Cloud Ingenuity</td>
<td>Set Solutions, Inc.</td>
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<td>Complete Tablet Solutions, Ltd.</td>
<td>SHI Government Solutions, Inc.</td>
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<td>Critical Start, Inc.</td>
<td>Sigma Solutions, Inc.</td>
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<td>DirectDefense</td>
<td>Sirius Computer Solutions, Inc</td>
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<td>DISYS Solutions, Inc.</td>
<td>Softex, Inc.</td>
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<td>Emergent, LLC</td>
<td>Solid Border, Inc.</td>
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<td>EST Group, L.L.C.</td>
<td>Solid IT Networks, Inc.</td>
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<td>Freeit Data Solutions, Inc.</td>
<td>Solutions II, Inc.</td>
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<td>Future Com LTD</td>
<td>Solutions Simplified</td>
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<td>General DataTech, L.P.</td>
<td>Sterling Computers Corporation</td>
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<td>GovConnection, Inc</td>
<td>Sterling Computers Corporation</td>
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<tr>
<td>Great South Texas Corporation</td>
<td>Superior Turnkey Solutions Group, Inc.</td>
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<tr>
<td>GTS Technology Solutions, Inc.</td>
<td>Taborda Solutions, Inc</td>
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<td>Highmetric</td>
<td>TanChes Global Management, Inc.</td>
</tr>
<tr>
<td>Insight Investments, LLC DBA Red Eight</td>
<td>Tech Orchard, LLC</td>
</tr>
<tr>
<td>Insight Public Sector, Inc.</td>
<td>Teqsys, Inc.</td>
</tr>
<tr>
<td>InterWorks</td>
<td>Texas 24</td>
</tr>
<tr>
<td>Jtek Data Solutions</td>
<td>The Broadleaf Group, LLC</td>
</tr>
<tr>
<td>Kudelski Security, Inc.</td>
<td>Thomas Gallaway Corp. dba Technologent</td>
</tr>
<tr>
<td>Layer 3 Communications, LLC.</td>
<td>Unique Digital, Inc.</td>
</tr>
<tr>
<td>LCN Services</td>
<td>vCloud Tech</td>
</tr>
<tr>
<td>Mobius Partners, LLC</td>
<td>World Wide Technology, LLC</td>
</tr>
<tr>
<td>Netsync Network Solutions, Inc.</td>
<td>XS International</td>
</tr>
<tr>
<td>Netsync Network Solutions, Inc.</td>
<td>Zones, Inc.</td>
</tr>
</tbody>
</table>
## TABULATION OF BIDS

### PROPOSAL: Microsoft Enterprise Agreement

#### FOR: (DIR-TSO-4092)

**DATE:** 3:00 p.m., November 8, 2019

### 1. Mfr. SKU No. AAD-33200

<table>
<thead>
<tr>
<th>Description and Approximate Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>M365 E3 FromSA Unified ShrdSvr ALNG SubsVL MVL PerUsr EA# 6225573</td>
<td>289.00</td>
<td>375,700.00</td>
</tr>
<tr>
<td>EntMobandSrvIC Full ShrdSvr ALNG SubsVL MVL PerUsr EA# 6225573</td>
<td>79.00</td>
<td>47,400.00</td>
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<tr>
<td>O365E1 ShrdSvr ALNG SubsVL MVL PerUsr EA# 6225573</td>
<td>294.72</td>
<td>869,024.00</td>
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</tbody>
</table>

### 2. Mfr. SKU No. AAA-10766

<table>
<thead>
<tr>
<th>Description and Approximate Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mfr. SKU No. T6A-00024</td>
<td>34.00</td>
<td>3,232.00</td>
</tr>
<tr>
<td>Mfr. SKU No. H64-00268</td>
<td>1,904.00</td>
<td>3,808.00</td>
</tr>
<tr>
<td>Mfr. SKU No. M6X-00117</td>
<td>1,054.00</td>
<td>18,972.00</td>
</tr>
<tr>
<td>Mfr. SKU No. 6VC-01254</td>
<td>22.00</td>
<td>21.22</td>
</tr>
<tr>
<td>Mfr. SKU No. 7LS-00002</td>
<td>276.00</td>
<td>275.16</td>
</tr>
<tr>
<td>Mfr. SKU No. NOJ-00002</td>
<td>1,954.00</td>
<td>1,905.29</td>
</tr>
</tbody>
</table>

### 3. LOW BIDDER

**YEAR ONE TOTAL** 01/01/2020 - 12/31/2020 TOTAL 807,294.00 812,423.93

**YEAR TWO TOTAL** 01/01/2021 - 12/31/2021 TOTAL 807,294.00 812,423.93

**YEAR THREE TOTAL** 01/01/2022 - 12/31/2022 TOTAL 807,294.00 812,423.93

**THREE YEAR GRAND TOTAL** TOTAL 2,421,882.00 2,437,271.79

**Terms**

- Net 30 days
- Net 30 days

**Delivery Days** 5 days

---

*LOW BIDDER*
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
**TABULATION OF BIDS**

**PROPOSAL**  
One Time Rental of a Mobile Lime Slurry Chemical Feed Unit  
and Purchase of Liquid Lime

**DATE**  
3:00 p.m., November 18, 2019

**ITEM NO.** | **DESCRIPTION AND APPROXIMATE QUANTITY** | **PRICE/TON** | **TOTAL** | **BID NOT TABULATED** | **DOES NOT MEET SPECIFICATIONS** | **LOW BIDDER**
--- | --- | --- | --- | --- | --- | ---
1 | 150,000 gal. Liquid Lime (45% concentration) Slurry, including delivery | 1.452 | 217,800.00 |  |  | NO BID
2 | 6 mo. Rental of Mobile Lime Slurry Unit (8,000 gallon capacity) | 4,950.00 | 29,700.00 |  |  |  |  
3 | 1 LS Mobilization, including set-up | 3,000.00 |  |  |  |  
4 | 1 LS Demobilization | 3,000.00 |  |  |  |  
**TOTAL** |  | 253,500.00 |  |  |  |  
**Terms** |  |  | Net 30 days |  |  |  
**Delivery Days** |  |  | 10 days |  |  |  

*LOW BIDDER*

**BID INVITATIONS WERE E-MAILED TO AND/OR PICKED UP BY:**

- Applied Specialties
- Chern Trade Logistics
- Lhoist North America
- Univar USA
- Demandstar
- SAWS Website
ITEM
BID NO. 19-19152
RENTAL OF A MOBILE LIME SLURRY CHEMICAL FEED UNIT AND PURCHASE OF LIQUID LIME

Formal Invitation for Bid No. 19-19152 solicited bids for the rental of a mobile lime slurry chemical feed unit with a storage capacity of 8,000 gallons and purchase of liquid lime at 45% concentration for the Agua Vista Station. The liquid lime will be used to add calcium to meet finished water quality requirements during performance testing from January to April 2020.

The bid for this contract was issued on October 29, 2019 and two previous sources were solicited from the bid list. The bid was also posted on Demand Star and the SAWS Website. Lhoist North America was the only responsive bidder. Applied Specialties, Inc. did not meet the technical requirements, thus provided a nonresponsive bid. Univar Solutions, Inc. provided a no-bid stating the company could not meet the bid requirements. No additional competition was received.

Recommend approval of award to Lhoist North America. The bid meets all the requirements of the Formal Bid Invitation. The award amount is $253,500.
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE MULTIPLE SEWERSHED PACKAGE 7B PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to SAK Construction, LLC, a local, non-SMWVB contractor, in an amount not to exceed $1,480,116.00 in connection with the Multiple Sewershed Package 7B Project.

• The contract that is the subject of the attached resolution will, if approved, authorize work required by the Consent Decree between the San Antonio Water System, the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

• This contract will be used to rehabilitate approximately 3,577 feet of 24-inch sewer mains by Cured in Place Pipe (CIPP) method. This will address sewer mains in need of repair based on condition assessment and will also rehabilitate or replace associated manholes.

• SAK Construction, LLC has submitted the lowest responsible bid of $1,480,116.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $1,480,116.00 for wastewater related construction work under job number 17-4534.
SUPPLEMENTARY COMMENTS:

Arcadis, U.S., Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $1,892,000.

A bid opening was held on November 5, 2019 at 10:00 AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAK Construction, LLC *</td>
<td>$1,480,116.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,892,000.00</td>
<td></td>
</tr>
<tr>
<td>Texas Pride Utilities, LLC</td>
<td>$2,167,140.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Insituform Technologies, Inc.</td>
<td>$2,538,379.90</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 22 percent decrease from the engineer’s estimated construction cost.

Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>Multiple Sewershed Package 7B Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAK Construction, LLC</td>
</tr>
</tbody>
</table>

SMWVB Analysis – Board Award

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>6.66%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>15.25%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total SMWVB</strong></td>
<td><strong>21.91%</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
Multiple Sewershed Package 7B Project

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines Engineering

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT 1

LEGEND
★ Project Locations
Edwards Recharge Zones

MULTIPLE SEWERSHED PACKAGE 7B
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO SAK CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $1,480,116.00 IN CONNECTION WITH THE MULTIPLE SEwersHED PACKAGE 7B PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,480,116.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH SAK CONSTRUCTION, LLC, AND TO PAY SAK CONSTRUCTION, LLC AN AMOUNT NOT TO EXCEED $1,480,116.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will be used to rehabilitate sewer mains in need of repair based on condition assessment; and

WHEREAS, the San Antonio Water System (the “System”) has solicited bids for the project work; and

WHEREAS, SAK Construction, LLC, a local, non-SMWVBB contractor, has submitted a bid of $1,480,116.00 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $1,480,116.00 are required for the project work; and

WHEREAS, the amount of $1,480,116.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to SAK Construction, LLC in an amount not to exceed $1,480,116.00 in connection with the Multiple Sewershed Package 7B Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,480,116.00 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with SAK Construction, LLC, and to pay SAK Construction, LLC an amount not to exceed $1,480,116.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $1,480,116.00 is hereby awarded to SAK Construction, LLC, who is determined to be the lowest responsible bidder, in connection with the Multiple Sewershed Package 7B Project.

2. That the expenditure of funds in an amount not to exceed $1,480,116.00 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with SAK Construction, LLC, and to pay SAK Construction, LLC an amount not to exceed $1,480,116.00 in connection with the Multiple Sewershed Package 7B Project.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE MULTIPLE SEWERSHED PACKAGE 10B – CIPP PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Cruz Tec, Inc., a local, MBE-Hispanic contractor, in an amount not to exceed $2,513,636.65 in connection with the Multiple Sewershed Package 10B – CIPP Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work required by the Consent Decree between the San Antonio Water System (the “System”), the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- This contract will be used to rehabilitate approximately 4,142 feet of 8-inch and 10-inch sewer mains via Cured in Place Pipe (CIPP) method, and 111 feet of 8-inch and 10-inch gravity sewer mains via open cut method. This will address sewer mains in need of repair based on condition assessment and will also rehabilitate or replace associated manholes.

- Cruz Tec, Inc. has submitted the lowest responsible bid of $2,513,636.65.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $2,513,636.65 for wastewater related construction work. The job number is 18-4520.
SUPPLEMENTARY COMMENTS:

Brown & Gay Engineers, Inc. prepared the bid proposal and specifications for the project. The engineer’s estimated construction cost was $2,325,703.42.

A bid opening was held on November 8, 2019, at 2:00 PM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td>$2,325,703.42</td>
<td></td>
</tr>
<tr>
<td>Cruz Tec, Inc.*</td>
<td>$2,513,636.65</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents an 8.08 percent increase from the engineer’s estimated construction cost.

Additionally, the overall SMWVB analysis is shown in the table below:

<table>
<thead>
<tr>
<th>Multiple Sewershed Package 10B – CIPP Project</th>
<th>Cruz Tec, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB Analysis – Board Award</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.60%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>82.10%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>82.70%</td>
</tr>
</tbody>
</table>
Award of Construction Contract
Multiple Sewershed Package 10B – CIPP Project

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines

APPROVED:

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT II

MULTIPLE SEWERSHED PACKAGE 10B - CIPP

LEGEND

★ Project Locations

---

San Antonio Water System

Major Highways

District 1
District 2
District 3
District 4
District 5
District 6
District 7
District 8
District 9
District 10

IH 10 WULS
US HWY 281 N
N LOOP 410
IH 35 N
IH 10 E/US HWY 90 E
IH 347
NE LOOP 410

Barber Creek
San Antonio River
Hammond Creek
Atascosa Creek
San Antonio

Zarzamora Creek
Emmerline Lake
Alsan Creek

Leon Creek
San Andrew Creek
Sixmile Creek

SW LOOP 410
Indian Creek

SE LOOP 410
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO CRUZ TEC, INC. IN AN AMOUNT NOT TO EXCEED $2,513,636.65 IN CONNECTION WITH THE MULTIPLE SEWERSHED PACKAGE 10B – CIPP PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $2,513,636.65 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH CRUZ TEC, INC., AND TO PAY CRUZ TEC, INC. AN AMOUNT NOT TO EXCEED $2,513,636.65 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will be used to rehabilitate sewer mains in need of repair based on condition assessment; and

WHEREAS, the San Antonio Water System (the “System”) has solicited bids for the project work; and

WHEREAS, Cruz Tec, Inc., a local, MBE-Hispanic contractor, has submitted a bid of $2,513,636.65 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $2,513,636.65 are required for the project work; and

WHEREAS, the amount of $2,513,636.65 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Cruz Tec, Inc. in an amount not to exceed $2,513,636.65 in connection with the Multiple Sewershed Package 10B – CIPP Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $2,513,636.65 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Cruz Tec, Inc., and to pay Cruz Tec, Inc. an amount not to exceed $2,513,636.65 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $2,513,636.65 is hereby awarded to Cruz Tec, Inc., who is determined to be the lowest responsible bidder, in connection with the Multiple Sewershed Package 10B – CIPP Project.

2. That the expenditure of funds in an amount not to exceed $2,513,636.65 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Cruz Tec, Inc., and to pay Cruz Tec, Inc. an amount not to exceed $2,513,636.65 in connection with the Multiple Sewershed Package 10B – CIPP Project.

4. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

________________________________
Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE MULTIPLE SEWERSHED PACKAGE 11A PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Texas Pride Utilities, LLC, a local, MBE-Hispanic contractor, in an amount not to exceed $2,158,855.00 in connection with the Multiple Sewershed Package 11A Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work required by the Consent Decree between the San Antonio Water System, the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- This contract will be used to rehabilitate approximately 7,576 feet of 8-inch through 10-inch sewer mains by Cured in Place Pipe (CIPP) method. This will address sewer mains in need of repair based on condition assessment and will also rehabilitate or replace associated manholes.

- Texas Pride Utilities, LLC has submitted the lowest responsible bid of $2,158,855.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The amount is $2,158,855.00 for wastewater related construction work under job number 18-4525.
SUPPLEMENTARY COMMENTS:

RPS Infrastructure, Inc. prepared the bid proposal and specifications for this project. The engineer’s estimated construction cost for this project is $1,998,113.00.

A bid opening was held on October 30, 2019 at 10:00 AM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,998,113.00</td>
<td>Local/SMWVB</td>
</tr>
<tr>
<td>Texas Pride Utilities, LLC*</td>
<td>$2,158,855.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Cruz Tec, Inc.</td>
<td>$2,344,763.70</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>D Guerra Construction, LLC</td>
<td>$2,602,984.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>PM Construction &amp; Rehab, LLC dba</td>
<td>$2,659,322.30</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>IPR South Central</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents an 8.00 percent increase from the engineer’s estimated construction cost.

Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>Multiple Sewershed Package 11A Project</th>
<th>Texas Pride Utilities, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMWVB Analysis – Board Award</td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>2.32%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>82.86%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total SMWVB</td>
<td><strong>85.18%</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
Multiple Sewershed Package 11A Project

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines Engineering

APPROVED:

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO TEXAS PRIDE UTILITIES, LLC IN AN AMOUNT NOT TO EXCEED $2,158,855.00 IN CONNECTION WITH THE MULTIPLE SEWERSHED PACKAGE 11A PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $2,158,855.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH TEXAS PRIDE UTILITIES, LLC, AND TO PAY TEXAS PRIDE UTILITIES, LLC AN AMOUNT NOT TO EXCEED $2,158,855.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will be used to rehabilitate sewer mains in need of repair based on condition assessment; and

WHEREAS, the San Antonio Water System (the “System”) has solicited bids for the project work; and

WHEREAS, Texas Pride Utilities, LLC, a local, MBE-Hispanic contractor, has submitted a bid of $2,158,855.00 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $2,158,855.00 are required for the project work; and

WHEREAS, the amount of $2,158,855.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Texas Pride Utilities, LLC in an amount not to exceed $2,158,855.00 in connection with the Multiple Sewershed Package 11A Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $2,158,855.00 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Texas Pride Utilities, LLC, and to pay Texas Pride Utilities, LLC an amount not to exceed $2,158,855.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. That a construction contract in an amount not to exceed $2,158,855.00 is hereby awarded
to Texas Pride Utilities, LLC, who is determined to be the lowest responsible bidder, in connection
with the Multiple Sewershed Package 11A Project.

2. That the expenditure of funds in an amount not to exceed $2,158,855.00 for the project
work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby
authorized to execute a construction contract with Texas Pride Utilities, LLC, and to pay Texas
Pride Utilities, LLC an amount not to exceed $2,158,855.00 in connection with the Multiple
Sewershed Package 11A Project.

4. It is officially found, determined and declared that the meeting at which this resolution is
adopted was open to the public, and that public notice of the time, place and subject matter of the
public business to be conducted at such meeting, including this resolution, was given to all as
required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason
held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon
any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective,
the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted
without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

__________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE PACKAGE 8 REPLACEMENT – BITTERS SITE BORE PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to D Guerra Construction, LLC, a local, MBE-Hispanic contractor, in an amount not to exceed $1,471,527.50 in connection with the Package 8 Replacement – Bitters Site Bore Project.

- The contract that is the subject of the attached resolution will, if approved, authorize work required by the Consent Decree between the San Antonio Water System, the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- This contract will be used to rehabilitate approximately 711 feet of 8-inch, 12-inch, and 15-inch sanitary sewer mains via open cut and micro tunneling or guided boring methods. This will address sewer mains in need of repair based on condition assessment and will also rehabilitate or replace associated manholes.

- D Guerra Construction, LLC has submitted the lowest responsible bid of $1,471,527.50.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019. This project is included in the Wastewater Core Business budget line item. The amount is $1,471,527.50 for wastewater related construction work. The job number is 19-4534.
SUPPLEMENTARY COMMENTS:

Arcadis U.S., Inc. prepared the bid proposal and specifications for the project. The engineer’s estimated construction cost was $1,752,000.00.

A bid opening was held on November 5, 2019, at 1:00 PM. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>D Guerra Construction, LLC*</td>
<td>$1,471,527.50</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,752,000.00</td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 16.01 percent decrease from the engineer’s estimated construction cost.

Additionally, the overall SMWVB analysis is shown in the table below:

<table>
<thead>
<tr>
<th>SMWVB Analysis – Board Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>2.72%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>74.52%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non–Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWVB Total</td>
<td>77.24%</td>
</tr>
</tbody>
</table>
Award of Construction Contract
Package 8 Replacement – Bitters Site Bore Project

APPROVED:

[Signature]
Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

LEGEND
★ Project Location

EDWARDS AQUIFER RECHARGE ZONE

PACKAGE 8 REPLACEMENT
BITTERS SITE BORE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO D GUERRA CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $1,471,527.50 IN CONNECTION WITH THE PACKAGE 8 REPLACEMENT – BITTERS SITE BORE PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,471,527.50 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH D GUERRA CONSTRUCTION, LLC, AND TO PAY D GUERRA CONSTRUCTION, LLC AN AMOUNT NOT TO EXCEED $1,471,527.50 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will be used to rehabilitate sewer mains in need of repair based on condition assessment; and

WHEREAS, the San Antonio Water System (the “System”) has solicited bids for the project work; and

WHEREAS, D Guerra Construction, LLC, a local, MBE-Hispanic contractor, has submitted a bid of $1,471,527.50 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $1,471,527.50 are required for the project work; and

WHEREAS, the amount of $1,471,527.50 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to D Guerra Construction, LLC in an amount not to exceed $1,471,527.50 in connection with the Package 8 Replacement – Bitters Site Bore Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,471,527.50 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with D Guerra Construction, LLC, and to pay D Guerra
Construction, LLC an amount not to exceed $1,471,527.50 for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $1,471,527.50 is hereby awarded to D Guerra Construction, LLC, who is determined to be the lowest responsible bidder, in connection with the Package 8 Replacement – Bitters Site Bore Project.

2. That the expenditure of funds in an amount not to exceed $1,471,527.50 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with D Guerra Construction, LLC, and to pay D Guerra Construction, LLC an amount not to exceed $1,471,527.50 in connection with the Package 8 Replacement – Bitters Site Bore Project.

4. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

____________________________________
Berto Guerra, Jr., Chairman

ATTEST:

____________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Tracey B. Lehmann, P.E., Director, Development, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE MEDICAL ELEVATED STORAGE TANK OVERCOAT PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to CFG Industries, LLC, a non-local, MBE-Hispanic contractor, in an amount of $373,000.00 in connection with the Medical Elevate Storage Tank Overcoat Project (the “Project”).

- The San Antonio Water System (the “System”) operates and maintains over 100 elevated and ground water storage tanks. There is an on-going program to maintain paint coatings on water tanks to provide for rust and corrosion protection as well as to improve general appearance. The storage tanks are also rehabilitated to comply with the Texas Commission on Environmental Quality (TCEQ) requirements, the American Water Works Association and the Occupational Safety and Health Administration (OSHA) standards.

- The project storage tank is over 56 years old and was last rehabilitated in 1997. The paint is showing signs of chalking and rust penetration on the exterior which reduces the tank’s protection from the elements and could lead to severe corrosion if not corrected. An overcoat will prolong the life of the tank.

- The System has an agreement with the City of San Antonio (the “City”) to use this tank as a tower for their emergency communications network which will require the installation of several antennas on top of the tank. Currently, there is no structure for the antennas to mount to so railing will need to be installed around the top of the tank along with conduit supports on the leg and side of the tank. The new railing will not only allow the City to install their antennas, but will also make it safer for employees to maintain the tank.

- Request for Competitive Sealed Proposals procurement method was used to select the construction contractor. This method allows selection of a contractor based on proposals that offer the “best value” to the System. Best value is determined by score and ranked by weighted criteria published in the solicitation. CFG Industries, LLC submitted the best value proposal for $373,000.00.
This project will:

- Remove areas of corrosion, lichen growth, and peeling paint on the exterior of the tank using power tool cleaning and hand sanding;
- Power wash, before painting, with a rust penetrating primer/sealer coat followed by a polysiloxane final coat to the entire exterior of the tank;
- Install equipment railing on top of the tank for the City’s antennas and for personnel safety;
- Install a textured additive to exterior paint inside the railing area to create slip resistant surface for personnel safety;
- Weld cable support brackets to the tank leg and the bowl to allow the installation of electrical conduit by the City for their antennas;
- Clean and coat the areas on the interior side of the tank that will be damaged from hand railing and bracket installation; and
- Low pressure wash and disinfect the interior of the tank before putting it back into service.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the 2020 Operations and Maintenance budget (Company: 1000, Accounting Unit: 5027500, Account: 511220) for the Medical Elevated Storage Tank Overcoat Project. This work is included in the Water Delivery Core Business, Medical Elevated Storage Tank Overcoat. The amount is $373,000.00 for water related work under job number 19-0128.

**SUPPLEMENTARY COMMENTS:**

Tetra Tech, Inc. prepared the plans and specifications for this project under their professional services contract. The engineer’s estimated construction cost was $600,100.00.
Award of Construction Contract
Medical Elevated Storage Tank Overcoat Project

Competitive sealed proposals were received on November 6, 2019 at 10:00 AM. CFG Industries, LLC provided the best value to the System based on the following criteria and weighting:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Similar Experience and Qualifications</td>
<td>40%</td>
</tr>
<tr>
<td>Project Delivery Schedule and Available Resources</td>
<td>20%</td>
</tr>
<tr>
<td>Price</td>
<td>30%</td>
</tr>
<tr>
<td>SMWVB</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

The following proposals were submitted:

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFG Industries, LLC*</td>
<td>$373,000.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>N.G. Painting, L.P.</td>
<td>$546,250.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$600,100.00</td>
<td></td>
</tr>
<tr>
<td>Maguire Iron, Inc.</td>
<td>$611,750.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Viking Painting, LLC</td>
<td>$671,250.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Blastco Texas, Inc.</td>
<td>$799,968.81</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

*Best Value Proposal

The price proposal represents a 37.8 percent decrease from the estimated construction cost. This contract has 180 days for construction completion. The System’s engineering staff will inspect the work.

By

Tracey B. Lehmann, P.E.
Director
Development

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

MEDICAL ELEVATED STORAGE TANK (EST)
OVERCOAT

LEGEND
PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO CFG INDUSTRIES, LLC IN AN AMOUNT NOT TO EXCEED $373,000.00 IN CONNECTION WITH THE MEDICAL ELEVATED STORAGE TANK OVERCOAT PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $373,000.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH CFG INDUSTRIES, LLC, AND TO PAY CFG INDUSTRIES, LLC AN AMOUNT NOT TO EXCEED $373,000.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) has solicited competitive sealed proposals for the project work; and

WHEREAS, CFG Industries, LLC, a non-local, MBE-Hispanic contractor, has submitted a price proposal in the amount of $373,000.00 for the project work and this proponent has been determined to be the most qualified; and

WHEREAS, System funds in the amount of $373,000.00 are required for the project work; and

WHEREAS, the total amount of $373,000.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to CFG Industries, LLC in an amount not to exceed $373,000.00 in connection with the Medical Elevated Storage Tank Overcoat Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $373,000.00 from the Project Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with CFG Industries, LLC, and to pay CFG Industries, LLC an amount not to exceed $373,000.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $373,000.00 is hereby awarded to CFG Industries, LLC, who is determined to be the most qualified, in connection with the Medical Elevated Storage Tank Project.

2. That the expenditure of funds in an amount not to exceed $373,000.00 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a contract with CFG Industries, LLC, and to pay CFG Industries, LLC an amount not to exceed $373,000.00 in connection with the Medical Elevated Storage Tank Project.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________________
Amy Hardberger, Secretary
SUMMARY AND RECOMMENDATION:

The attached resolution approves Change Order No. 4 in an amount not to exceed $118,051.59 to the construction contract with Whittaker Lane Contracting, LLC, a local, SMWVB firm, in connection with the Ground and Elevated Storage Tank Site Demolition Project.

- On November 13, 2018, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution No. 18-304, authorized a construction contract with Whittaker Lane Contracting, LLC (the “Contractor”) in an amount not to exceed $472,434.00 in connection with the Ground and Elevated Storage Tank Site Demolition Project.

- This project consists of the demolition of 24 pump stations and tank facility District Special Project (DSP) sites, nine of which include well plugging, that were deemed surplus after the merger with BexarMet.

- The Querida site located at 150 Querida Avenue contains two artesian wells that are under the purview of the Edwards Aquifer Authority (EAA). Upon logging the wells, it was found that one had collapsed at 384 feet. The EAA has stated that this well needs to be cleaned out to a depth of at least 900 feet. Once cleaned out, it will then need to be logged to full depth and both wells plugged.

- Change Order No. 4 in an amount not to exceed $118,051.59 provides for additional funds to the construction contract with the Contractor for the costs associated with the additional work.

Staff recommends that the Board approve this resolution.
Approval of Change Order No. 4
Ground and Elevated Storage Tank Site Demolition Project

FINANCIAL IMPACT:

The additional amount of $118,051.59 for proposed Change Order No. 4 will be funded from the DSP Demolition account 1000-1000005-219300. The job number is C-18-015-JAM.

<table>
<thead>
<tr>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Amount (Resolution No. 18-245)</td>
</tr>
<tr>
<td>Previous Change Orders Nos. 1 – 3</td>
</tr>
<tr>
<td>Proposed Change Order No. 4</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
</tr>
</tbody>
</table>

The revised construction contract amount for the System’s work as a result of this change order is $590,485.59, which represents an increase of 25.0 percent to the original contract amount.

The original completion date for this contract was July 2, 2019. As a result of the previous change orders, which added a total of 252 days, the contract has been extended and the completion date is March 10, 2020. No days are added as a result of Change Order No. 4.

Tracey B. Lehmann, P.E.
Director
Development

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

GROUND AND ELEVATED
STORAGE TANK DEMOLITION
PROJECT

LEGEND

Edwards Aquifer Recharge Zone
Project Site
San Antonio Water System
Project Site Map
Attachment II

Ground and Elevated Storage Tank Demolition Project

Legend
★ Project Site
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CHANGE ORDER NO. 4 IN AN AMOUNT NOT TO EXCEED $118,051.59 FOR THE ADDITIONAL PROJECT WORK IN CONNECTION WITH THE GROUND AND ELEVATED STORAGE TANK DEMOLITION PROJECT; AMENDING RESOLUTION NO. 18-245 BY APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $118,051.59 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CHANGE ORDER NO. 4, AND TO PAY WHITTAKER LANE CONTRACTING, LLC AN ADDITIONAL AMOUNT NOT TO EXCEED $118,051.59 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on November 13, 2018, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution No. 18-245 authorized a construction contract with Whittaker Lane Contracting, LLC (the “Contractor”) in an amount not to exceed $472,434.00 for the project work in connection with the Ground and Elevated Storage Tank Site Demolition Project; and

WHEREAS, Change Order No. 4 is required for cleaning out one well to 900 feet and continuously plugging both wells at the Querida site due to EAA requirements; and

WHEREAS, negotiations between the System and the Contractor resulted in a cost of $118,051.59 for Change Order No. 4 for the additional project work; and

WHEREAS, additional System Funds in an amount not to exceed $118,051.59 are required in connection with the project work; and

WHEREAS, the amount of $118,051.59 is available from the System Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Change Order No. 4 in an amount not to exceed $118,051.59 payable to Whittaker Lane Contracting, LLC in connection with the Ground and Elevated Storage Tank Site Demolition Project, (ii) to amend Resolution No. 18-245 by approving the expenditure of funds in an amount not to exceed $118,051.59 from the System Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 4, and to pay an
additional amount not to exceed $118,051.59 to Whittaker Lane Contracting, LLC for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Change Order No. 4 in an amount of to exceed $118,051.59 to the construction contract with Whittaker Lane Contracting, LLC in connection with the Ground and Elevated Storage Tank Site Demolition Project is hereby approved.

2. That Resolution No. 18-245 is hereby amended by approving an additional amount not to exceed $118,051.59 from the System Fund for the additional project work.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Change Order No. 4, and to pay Whittaker Lane Contracting, LLC an amount not to exceed $118,051.59 for additional project work in connection to the Ground and Elevated Storage Tank Site Demolition Project.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Alissa R. Lockett, P.E., Director, Vista Ridge Integration, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF CHANGE ORDER NO. 3 IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE AGUA VISTA STATION PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution approves Change Order No. 3 in an amount not to exceed $222,463.88 to the construction contract with PLW Waterworks, LLC, a local, non-SMWVB contractor, in connection with the Central Water Integration Pipeline Agua Vista Station Project.

- On October 9, 2018, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution No. 18-242, authorized a construction contract with PLW Waterworks, LLC in an amount not to exceed $70,724,755.00 for the project work in connection with the Central Water Integration Pipeline Terminus Treatment Facility Project (the “Project”). The Terminus Treatment Facility has been renamed the Agua Vista Station.

- The Project includes a water treatment plant with the facilities needed to produce water compatible with other System sources and the existing distribution system piping along with a high service pump station that will serve Stone Oak.

- Provisions for addition of liquid lime as a quick lime substitute are required for water chemistry adjustments during the performance testing period.

- Change Order No. 3 in an amount not to exceed $222,463.88 adds the provisions for liquid lime feed to the Central Water Integration Pipeline Agua Vista Station Project.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This project is included in the Water Resources Core Business budget line item. Funds for Change Order No. 3 will be transferred from the 2019 Owner Controlled Construction Changes line item. The total amount requested for this change order is $222,463.88. The job number is 18-8616.

<table>
<thead>
<tr>
<th></th>
<th>Amount Authorized</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 18-242)</td>
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<td>Previous Change Orders Nos. 1 and 2</td>
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<tr>
<td>Revised Contract Amount</td>
<td>$70,947,218.88</td>
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The revised construction contract amount for the System’s work as a result of this change order is $70,947,218.88, which represents an increase of 0.31 percent from the original contract amount.

The original intermediate milestone for this contract was December 31, 2019. Change Order No. 3 adds 15 days to extend this milestone to January 15, 2020.

Alissa R. Lockett, P.E.
Director
Vista Ridge Integration

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CHANGE ORDER NO. 3 IN AN AMOUNT NOT TO EXCEED $222,463.88 FOR ADDITIONAL PROJECT WORK IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE AGUA VISTA STATION PROJECT; AMENDING RESOLUTION NO. 18-242 BY APPROVING AN ADDITIONAL AMOUNT NOT TO EXCEED $222,463.88 FROM THE PROJECT FUND FOR THE ADDITIONAL PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CHANGE ORDER NO. 3, AND TO PAY PLW WATERWORKS, LLC AN AMOUNT NOT TO EXCEED $222,463.88 FOR ADDITIONAL PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on October 9, 2018, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution 18-242, authorized a construction contract with PLW Waterworks, LLC (the “Contractor”) in an amount not to exceed $70,724,755.00 for the project work in connection with the Central Water Integration Pipeline Agua Vista Station Project; and

WHEREAS, Change Order No. 3 includes provisions for addition of liquid lime as a quick lime substitute during the performance testing period; and

WHEREAS, negotiations between the System and the Contractor resulted in a cost of $222,463.88 for Change Order No. 3 for the additional project work; and

WHEREAS, additional System funds in an amount not to exceed $222,463.88 are required in connection with the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Change Order No. 3 in an amount not to exceed $222,463.88 payable to PLW Waterworks, LLC, in connection with the Central Water Integration Pipeline Agua Vista Station Project, (ii) to amend Resolution No. 18-242 by approving the expenditure of funds in an amount not to exceed $222,463.88 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 3, and to pay an additional amount not to exceed $222,463.88 to PLW Waterworks, LLC for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Change Order No. 3 in an amount not to exceed $222,463.88 to the construction contract with PLW Waterworks, LLC in connection with the Central Water Integration Pipeline Agua Vista Station Project is hereby approved.

2. That Resolution No. 18-242 is hereby amended by approving an additional amount not to exceed $222,463.88 from the Project Fund for additional project work.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Change Order No. 3 and to pay PLW Waterworks, LLC an additional amount not to exceed $222,463.88 for the project work.

4. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

__________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Alissa R. Lockett, P.E., Director, Vista Ridge Integration, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF CHANGE ORDER NO. 3 IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE – BITTERS PUMP STATION AND SEGMENT 5-3 PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution approves Change Order No. 3 in an amount not to exceed $213,200.47 to the construction contract with MGC Contractors, Inc., a local, non-SMWVB contractor, in connection with the Central Water Integration Pipeline – Bitters Pump Station and Segment 5-3 Project.

- On September 11, 2018, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution No. 18-219, authorized a construction contract with MGC Contractors, Inc. in an amount not to exceed $17,765,969.00 for the project work in connection with the Central Water Integration Pipeline – Bitters Pump Station and Segment 5-3 Project (the “Project”).

- The Project includes a new booster pump station, a new five million gallon prestressed concrete ground storage tank, a new flow control valve and associated yard piping, and approximately 1,900 feet of 48-inch steel water transmission main.

- For added operational flexibility to integrate Vista Ridge water, a bypass at the Loop 1604 Pump Station (Facility 63) is proposed that will consist of a 14-inch control valve, approximately 400 feet of 30-inch bypass piping, and associated appurtenances.

- Change Order No. 3 in an amount not to exceed $213,200.47 adds the proposed bypass and control valve work to the Central Water Integration Pipeline – Bitters Pump Station Improvements and Segment 5-3 Project.

Staff recommends that the Board approve this resolution.
Approval of Change Order No. 3
Central Water Integration Pipeline
Bitters Pump Station Improvements and Segment 5-3 Project

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. This project is included in the Water Resources Core Business budget line item. Funds for Change Order No. 3 will be transferred from the 2019 Owner Controlled Construction Changes line item. The total amount requested for this change order is $213,200.47. The job number is 18-8613.

<table>
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<td>Proposed Change Order No. 3</td>
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<tr>
<td>Revised Contract Amount</td>
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</tr>
</tbody>
</table>

The revised construction contract amount for the System’s work as a result of this change order is $19,504,728.27 which represents an increase of 9.79 percent from the original contract amount.

The original intermediate milestone for this contract was December 31, 2019. Change Order No. 3 adds 15 days to extend this milestone to January 15, 2020.

Alissa R. Lockett, P.E.
Director
Vista Ridge Integration

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CHANGE ORDER NO. 3 IN AN AMOUNT NOT TO EXCEED $213,200.47 FOR ADDITIONAL PROJECT WORK IN CONNECTION WITH THE CENTRAL WATER INTEGRATION PIPELINE – BITTERS PUMP STATION AND SEGMENT 5-3 PROJECT; AMENDING RESOLUTION NO. 18-219 BY APPROVING AN ADDITIONAL AMOUNT NO TO EXCEED $213,200.47 FROM THE PROJECT FUND FOR THE ADDITIONAL PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CHANGE ORDER NO. 3, AND TO PAY MGC CONTRACTORS, INC. AN AMOUNT NOT TO EXCEED $213,200.47 FOR ADDITIONAL PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on September 11, 2018, the San Antonio Water System’s (the “System”) Board of Trustees, by Resolution 18-219, authorized a construction contract with MGC Contractors, Inc. (the “Contractor”) in an amount not to exceed $17,765,969.00 for the project work in connection with the Central Water Integration Pipeline – Bitters Pump Station and Segment 5-3 Project; and

WHEREAS, Change Order No. 3 includes installation of a bypass with control valve at the Loop 1604 Pump Station to improve operational flexibility for integration of Vista Ridge water; and

WHEREAS, negotiations between the System and the Contractor resulted in a cost of $213,200.47 for Change Order No. 3 for the additional project work; and

WHEREAS, additional System funds in an amount not to exceed $213,200.47 are required in connection with the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Change Order No. 3 in an amount not to exceed $213,200.47 payable to MGC Contractors, Inc. in connection with the Central Water Integration Pipeline – Bitters Pump Station and Segment 5-3 Project, (ii) to amend Resolution No. 18-219 by approving the expenditure of funds in an amount not to exceed $213,200.47 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 3, and to pay an additional amount not to exceed $213,200.47 to MGC Contractors, Inc. for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Change Order No. 3 in an amount not to exceed $213,200.47 to the construction contract with MGC Contractors, Inc. in connection with the Central Water Integration Pipeline – Bitters Pump Station and Segment 5-3 Project is hereby approved.

2. That Resolution No. 18-219 is hereby amended by approving an additional amount not to exceed $213,200.47 from the Project Fund for additional project work.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Change Order No. 3, and to pay MGC Contractors, Inc. an additional amount not to exceed $213,200.47 for the project work.

4. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE CEDARHURST DRIVE: DUMONT DR. TO EAGLEROCK DR. PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in an amount not to exceed $746,242.09 for the joint construction of water and sewer facility adjustments in connection with the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project.

- This project is a City Capital Improvement Program project included in the 2017-2022 Bond Program. The City proposes to construct a storm drain system and improve the existing drainage outfall along Cedarhurst Drive to include curbs sidewalks and driveways in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $4,344,497.45.

- Due to the roadway improvements within the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project limits, the existing water mains constructed from 1982 to 2007, will require adjustment to avoid conflicts with proposed City’s improvements.

- The existing sewer mains within the project limits, constructed between 1958 and 2007, require adjustment to avoid conflicts with proposed City’s improvements.

- The water work will consist of the adjustment of approximately 804 feet of 6-inch through 8-inch water main.

- The sewer work will consist of the adjustment of approximately 26 feet of 8-inch sewer main, eleven manholes, and concrete encasement of approximately 1,630 feet of existing 15-inch sewer main.

Staff recommends that the Board approve this resolution.
Reimbursement to the City of San Antonio
Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The amount is $486,496.45 for water work. The job number is 17-5060.

The Project Fund will finance this expenditure included in the CY 2018 Capital Improvement Program. The sewer work is included in the Wastewater Core Business, Governmental - Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $259,745.64 for sewer work. The job number is 17-5549.

SUPPLEMENTARY COMMENTS:

The City received four bids for this project on September 3, 2019. The lowest qualified, responsive bidder for this project is Pesado Construction Company, a local, SBE contractor. City Council approved the construction contract on October 31, 2019, and construction is expected to begin April 2020. Time allowed for total construction is 435 calendar days. The request for reimbursement is requested after City Council approved the award of the construction contract to ensure that the contract is awarded, to determine which contractor was awarded the project, to give the System’s staff time to review the bids and establish the reimbursement amount based on the awarded bid.

Gail Hamrick-Pigg, P.E.  
Director Pipelines

Andrea L.H. Beymer, P.E.  
Vice President Engineering and Construction

APPROVED:

Robert R. Puente  
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
CEDARHURST DRIVE:
DUMONT DR. TO EAGLEROCK DR.
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $746,242.09 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE CEDARHURST DRIVE: DUMONT DR. TO EAGLEROCK DR. PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $746,242.09 BE MADE AVAILABLE AND EXPENDED FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $746,242.09 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project as part of its 2017-2022 Bond Program; and

WHEREAS, the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project will require the adjustment of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from Pesado Construction Company and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $746,242.09 are required for the project work; and

WHEREAS, the amount of $746,242.09 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in an amount not to exceed $746,242.09 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project, (ii) to approve and make available an amount not to exceed $746,242.09 from the Project Fund to reimburse the City of San Antonio for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an amount not to exceed $746,242.09 to the City of San Antonio for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. That the expenditure of funds in an amount not to exceed $746,242.09 for the adjustment of water and sewer facilities by the City in connection with the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project is hereby approved.

2. That an amount not to exceed $746,242.09 to reimburse the City for the project work costs is hereby made available and is to be expended from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $746,242.09 for the adjustment of water and sewer facilities by the City in connection with the Cedarhurst Drive: Dumont Dr. to Eaglerock Dr. Project.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE FREEMAN DRIVE: DISTRICT 7 DRAINAGE IMPROVEMENTS PROJECT

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in an amount not to exceed $267,197.52 for the joint construction of water facility adjustments and replacements in connection with the Freeman Drive: District 7 Drainage Improvements Project.

- This project is a City Capital Improvement Program project. The City proposes to construct street and drainage improvements in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $1,490,624.22.

- Due to the street and drainage improvements within the Freeman Drive: District 7 Drainage Improvements Project limits, the existing water mains constructed between 1952 and 1964, require replacement to meet the San Antonio Water System’s (the “System”) current standards.

- The existing manholes within the project limits require adjustment to match final grade.

- The water work will consist of the replacement of approximately 955 feet of 8-inch water main.

Staff recommends that the Board approve this resolution.
Reimbursement to the City of San Antonio
Freeman Drive: District 7 Drainage Improvements Project

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The amount is $235,687.52 for water work. The job number is 17-5136.

The Project Fund will finance this expenditure included in the CY 2018 Capital Improvement Program. The sewer work is included in the Wastewater Core Business, Governmental - Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $31,510.00 for sewer work. The job number is 17-5615.

SUPPLEMENTARY COMMENTS:

The City received four bids for this project on October 1, 2019. The lowest qualified, responsive bidder for this project is E-Z Bel Construction, LLC, a local, MBE-Hispanic contractor. City Council approved the construction contract on December 5, 2019, and construction is expected to begin January 2020. Time allowed for total construction is 182 calendar days. The request for reimbursement is requested after City Council approves the award of the construction contract to ensure that the contract is awarded, to determine which contractor was awarded the project, to give the System’s staff time to review the bids and establish the reimbursement amount based on the winning bid.

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
FREEMAN DRIVE:
DISTRICT 7 DRAINAGE IMPROVEMENTS

LEGEND
★ PROJECT SITE
EDWARDS AQUIFER RECHARGE ZONE
FREEMAN DRIVE:
DISTRICT 7 DRAINAGE IMPROVEMENTS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $267,197.52 FOR THE ADJUSTMENT AND REPLACEMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE FREEMAN DRIVE: DISTRICT 7 DRAINAGE IMPROVEMENTS PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $267,197.52 BE MADE AVAILABLE AND EXPENDED FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $267,197.52 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) intends to construct the Freeman Drive: District 7 Drainage Improvements Project as part of its Capital Improvement Program; and

WHEREAS, the City’s Freeman Drive: District 7 Drainage Improvements Project will require the adjustment and replacement of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from E-Z Bel Construction, LLC and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $267,197.52 are required for the project work; and

WHEREAS, the amount of $267,197.52 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in an amount not to exceed $267,197.52 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Freeman Drive: District 7 Drainage Improvements Project, (ii) to approve and make available an amount not to exceed $267,197.52 from the Project Fund to reimburse the City of San Antonio for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed
designee to pay an amount not to exceed $267,197.52 to the City of San Antonio for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the expenditure of funds in an amount not to exceed $267,197.52 for the adjustment and replacement of water and sewer facilities by the City in connection with the Freeman Drive: District 7 Drainage Improvements Project is hereby approved.

2. That an amount not to exceed $267,197.52 to reimburse the City for the project work costs is hereby made available and is to be expended from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $267,197.52 for the adjustment and replacement of water and sewer facilities by the City in connection with the Freeman Drive: District 7 Drainage Improvements Project.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE HARRY WURZBACH AT AUSTIN HIGHWAY IMPROVEMENTS PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in an amount not to exceed $1,326,864.56 for the joint construction of water and sewer facility adjustments and replacements in connection with the Harry Wurzbach at Austin Highway Improvements Project.

- The City proposes to construct entrance and exit ramps between Harry Wurzbach and Austin Highway in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $20,498,476.79.
- Due to the interchange and drainage improvements within the Harry Wurzbach at Austin Highway Improvements Project, the existing water mains constructed between 1952 and 2007, require adjustment to avoid conflicts with proposed City improvements and replacement to meet the San Antonio Water System’s (the “System”) current standards.
- The existing sewer mains within the project limits, constructed between 2002 and 2007, require adjustment to avoid conflicts with proposed City improvements.
- The water work will consist of the adjustment and replacement of approximately 1,201 feet of 8-inch through 16-inch water main.
- The sewer work will consist of the adjustment of approximately 500 feet of 12-inch sewer main.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The amount is $936,542.03 for water work. The job number is 15-5016.

The Project Fund will finance this expenditure included in the CY 2018 Capital Improvement Program. The sewer work is included in the Wastewater Core Business, Governmental - Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $390,322.53 for sewer work. The job number is 15-5516.

SUPPLEMENTARY COMMENTS:

The City received two bids for this project on August 13, 2019. The lowest qualified, responsive bidder for this project is Capital Excavation Company, a non-local, non-SMWVB contractor. City Council approved the construction contract on December 12, 2019, and construction is expected to begin May 2020. Time allowed for total construction is 717 calendar days.

Gail Hamrick-Pigg, P.E.
Director
Pipelines

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

HARRY WURZBACH AT AUSTIN HIGHWAY
IMPROVEMENTS PROJECT

LEGEND
PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $1,326,864.56 FOR THE ADJUSTMENT AND REPLACEMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE HARRY WURZBACH AT AUSTIN HIGHWAY IMPROVEMENTS PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $1,326,864.56 BE MADE AVAILABLE AND EXPENDED FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $1,326,864.56 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct interchange and drainage improvements in connection with the Harry Wurzbach at Austin Highway Improvements Project; and

WHEREAS, the Harry Wurzbach at Austin Highway Improvements Project will require the adjustment and replacement of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from Capital Excavation Company and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $1,326,864.56 are required for the project work; and

WHEREAS, the amount of $1,326,864.56 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in an amount not to exceed $1,326,864.56 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Harry Wurzbach at Austin Highway Improvements Project, (ii) to approve and make available an amount not to exceed $1,326,864.56 from the Project Fund to reimburse the City of San Antonio for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an amount not to exceed $1,326,864.56 to the City of San Antonio for the project work.
work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the expenditure of funds in an amount not to exceed $1,326,864.56 for the adjustment and replacement of water and sewer facilities by the City in connection with the Harry Wurzbach at Austin Highway Improvements Project is hereby approved.

2. That an amount not to exceed $1,326,864.56 to reimburse the City for the project work costs is hereby made available and is to be expended from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $1,326,864.56 for the adjustment and replacement of water and sewer facilities by the City in connection with the Harry Wurzbach at Austin Highway Improvements Project.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

______________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE MONTICELLO PARK (AREA STREETS) - FURR DR. (KAMPMANN BLVD. TO FREDERICKSBURG RD.) PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) an amount not to exceed $137,323.00 for the joint construction of water facility adjustments in connection with the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project.

- This project is a City Capital Improvement Program project included in the 2017-2022 Bond Program. The City proposes a full reconstruction of Furr Dr., including roadway, curbs, sidewalks, driveway, and ramps in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $1,923,249.00.

- Due to the roadway improvements within the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project, existing water mains constructed between 1970 and 2012, require adjustment to avoid conflicts with proposed City’s improvements.

- There are no sewer facilities within the project limits that require adjustment or replacement; therefore, there is no sewer work on this project.

- The water work will consist of the adjustment of approximately 370 feet of 6-inch through 8-inch water main.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The amount is $137,323.00 for water work. The job number is 17-5086.
SUPPLEMENTARY COMMENTS:

The City received four bids for this project on September 10, 2019. The lowest qualified, responsive bidder for this project is D. Plata Construction Co., LLC, a local, MBE-Hispanic contractor. City Council approved the construction contract on November 7, 2019, and construction is expected to begin January 2020. Time allowed for total construction is 300 calendar days. The request for reimbursement is requested after City Council approves the award of the construction contract to ensure that the contract is awarded, to determine which contractor was awarded the project, to give the System’s staff time to review the bids and establish the reimbursement amount based on the winning bid.

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

MONTICELLO PARK (AREA STREETS) - FURR DR.
(KAMPMANN BLVD. TO FREDERICKSBURG RD.)

LEGEND
★ PROJECT SITE
EDWARDS AQUIFER RECHARGE ZONE
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

MONTICELLO PARK (AREA STREETS) - FURR DR.
(KAMPMANN BLVD. TO FREDERICKSBURG RD.)

LEGEND

PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $137,323.00 FOR THE ADJUSTMENT OF WATER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE MONTICELLO PARK (AREA STREETS) - FURR DR. (KAMPMANN BLVD. TO FREDERICKSBURG RD.) PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $137,323.00 BE MADE AVAILABLE AND EXPENDED FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY TO THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $137,323.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) intends to construct the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project as part of its 2017-2022 Bond Program; and

WHEREAS, the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project will require the adjustment of certain water facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the City has received a bid for the project work from D. Plata Construction Co., LLC and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $137,323.00 are required for the project work; and

WHEREAS, the amount of $137,323.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in an amount not to exceed $137,323.00 for the adjustment of water facilities by the City of San Antonio in connection with the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project, (ii) to approve and make available an amount not to exceed $137,323.00 from the Project Fund to reimburse the City of San Antonio for
the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay a total amount not to exceed $137,323.00 to the City of San Antonio for the project work; now, therefore:

**BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:**

1. That the expenditure of funds in an amount not to exceed $137,323.00 for the adjustment of water facilities by the City in connection with the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project is hereby approved.

2. That an amount not to exceed $137,323.00 to reimburse the City for the project work costs is hereby made available and is to be expended from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $137,323.00 for the adjustment of water facilities by the City in connection with the Monticello Park (Area Streets) - Furr Dr. (Kampmann Blvd. to Fredericksburg Rd.) Project.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVING AN ADVANCE FUNDING AGREEMENT AND AUTHORIZING EXPENDITURES TO THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE AUSTIN HIGHWAY BRIDGE REPLACEMENT PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) and authorizes expenditures to TxDOT in an amount not to exceed $235,105.31 for the joint construction of the water facility replacements in connection with the Austin Highway Bridge Replacement Project.

- TxDOT intends to reconstruct the bridge crossing Salado Creek on Austin Highway as illustrated on the attached maps. The construction cost estimate for the TxDOT bridge work is $6,099,600.00.

- Due to the proposed TxDOT improvements within the Austin Highway Bridge Replacement Project, the existing water mains constructed between 1955 and 1973 require replacement to meet current San Antonio Water System (the “System”) standards.

- The existing sewer mains constructed between 1965 and 1973 will be avoided by TxDOT improvements; therefore, there is no sewer work on this project.

- The water replacement work will consist of approximately 227 feet of 16-inch water main.

- Funds authorized for this project will be transferred to TxDOT following the System’s Board of Trustees approval and execution of the Advance Funding Agreement in an amount not to exceed $235,105.31.

- The bid opening is scheduled for March 2020.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental – Water Category, and Governmental Water Replacements budget line item. The amount is $235,105.31 for water work. The job number is 18-5052.

Gail A. Hamrick-Pigg, P.E.
Director
Pipelines

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE ADVANCE FUNDING AGREEMENT FOR THE REPLACEMENT OF THE WATER FACILITIES BY THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE AUSTIN HIGHWAY BRIDGE REPLACEMENT PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $235,105.31 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation (TxDOT) intends to reconstruct the Austin Highway bridge crossing Salado Creek; and

WHEREAS, the Austin Highway Bridge Replacement Project will require the replacement of certain water facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, TxDOT has requested that the System execute an Advance Funding Agreement and advance funds for the project work costs; and

WHEREAS, System funds in an amount not to exceed $235,105.31 are required for the project work; and

WHEREAS, the amount of $235,105.31 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Advance Funding Agreement with TxDOT for the replacement of water facilities in connection with the Austin Highway Bridge Replacement Project and to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Advance Funding Agreement, and (ii) to authorize the expenditure of funds in an amount not to exceed $235,105.31 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:

1. That an Advance Funding Agreement with TxDOT is hereby approved and the
President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute
the Advance Funding Agreement with TxDOT in connection with the Austin Highway Bridge
Replacement Project.

2. That the expenditure of funds in an amount not to exceed $235,105.31 for the replacement
of water facilities by TxDOT in connection with the Austin Highway Bridge Replacement Project
is hereby authorized.

3. It is officially found, determined and declared that the meeting at which this resolution is
adopted was open to the public, and that public notice of the time, place, and subject matter of the
public business to be conducted at such meeting, including this resolution, was given to all as
required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason
held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon
any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective,
the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted
without the portion held to be unconstitutional, illegal, invalid, or ineffective.

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Gail A. Hamrick-Pigg, P.E., Director, Pipelines, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVING AN ADVANCE FUNDING AGREEMENT AND AUTHORIZING EXPENDITURES FOR THE REMOVAL OF ASBESTOS PIPE TO THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE AUSTIN HIGHWAY BRIDGE REPLACEMENT PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) and authorizes expenditures to TxDOT in an amount not to exceed $37,723.45 for the removal, handling and disposal of the San Antonio Water System’s (the “System”) abandoned asbestos cement pipe in connection with the Austin Highway Bridge Replacement Project.

- TxDOT intends to reconstruct the Austin Highway bridge at Salado Creek as illustrated on the attached maps.
- The System’s joint bid work includes the adjustment of water mains and sewer facilities. The water work requires some of the existing water mains that are composed of asbestos cement materials be abandoned in place. This pipe can be managed in place if it is not in conflict with proposed construction. However, if it must be removed, special handling and disposal procedures are required.
- TxDOT revised its policy for the handling of certain materials on construction projects for joint bid utilities. The new policy requires all utilities to obtain a separate environmental contractor to remove, handle and dispose of the certain materials within TxDOT’s right-of-way.
- In order not to delay the current projected construction schedule, TxDOT has obtained the services of SWS Environmental Services to remove, handle and dispose of approximately 180 feet of asbestos cement pipe. The System agreed to provide advance funding to cover the costs of this additional work.
- The water work will consist of the removal, handling and disposal of approximately 180 feet of abandoned asbestos cement water main.
Approval of an Advance Funding Agreement and Authorize the Expenditure of Funds to the Texas Department of Transportation Austin Highway Bridge Replacement Project

- TxDOT requires that an Advance Funding Agreement be executed for the removal of asbestos cement pipe. Funds authorized for this project will be transferred to TxDOT following Board approval and execution of the Advance Funding Agreement.

- TxDOT received a proposal on June 13, 2019, from SWS Environmental Services.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The amount is $37,723.45 for water work. The job number is 18-5052.

Gail A. Hamrick-Pigg, P.E. 
Director 
Pipelines

Andrea L.H. Beymer, P.E. 
Vice President 
Engineering and Construction

APPROVED:

Robert R. Puente 
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

AUSTIN HIGHWAY BRIDGE REPLACEMENT

LEGEND
➡️ PROJECT LIMITS
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE ADVANCE FUNDING AGREEMENT FOR THE REMOVAL, HANDLING AND DISPOSAL OF ABANDONED ASBESTOS CEMENT PIPE BY THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE AUSTIN HIGHWAY BRIDGE REPLACEMENT PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $37,723.45 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation (TxDOT) proposes to reconstruct the Austin Highway bridge crossing Salado Creek; and

WHEREAS, the Austin Highway Bridge Replacement Project will require the removal, handling and disposal of abandoned asbestos cement pipe of the San Antonio Water System (the “System”); and

WHEREAS, it is anticipated that during construction, approximately 180 feet of abandoned asbestos cement pipe will need to be removed due to conflict with TxDOT’s construction work (the “project work”); and

WHEREAS, the removal, handling and disposal of asbestos cement pipe requires a qualified environmental contractor to perform the project work; and

WHEREAS, TxDOT has obtained the services of SWS Environmental Services; and

WHEREAS, TxDOT has requested that the System execute an Advance Funding Agreement and advance funds for the project work costs; and

WHEREAS, System funds in an amount not to exceed $37,723.45 are required for the project work; and

WHEREAS, the amount of $37,723.45 is available from the Project Fund for the project work; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Advance Funding Agreement with TxDOT for the removal, handling and disposal of abandoned asbestos cement pipe by TxDOT in connection with the Austin Highway Bridge Replacement Project and to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Advance Funding Agreement, and (ii) to authorize the expenditure of funds in an amount not to exceed $37,723.45 for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That an Advance Funding Agreement with TxDOT is hereby approved and the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Advance Funding Agreement with TxDOT in connection with the Austin Highway Bridge Replacement Project.

2. That the expenditure of funds in an amount not to exceed $37,723.45 for the removal, handling and disposal of abandoned asbestos cement pipe by TxDOT in connection with the Austin Highway Bridge Replacement Project is hereby authorized.

3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551 Government Code.

4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary
AGENDA ITEM NO. 21

TO: San Antonio Water System Board of Trustees

FROM: Bruce Haby, Manager, Corporate Real Estate, and Nancy Belinsky, Vice President and General Counsel

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF PURCHASE AGREEMENT FOR THE ACQUISITION OF APPROXIMATELY 18.5 ACRES LOCATED AT 3396 VALLEY ROAD

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the approval of a purchase agreement (the “Agreement”) between the San Antonio Water System (SAWS) and Martin A. Reyes. It also authorizes the expenditure of $192,500.00 for the acquisition of the property and closing and title insurance costs not to exceed $4,500.00 for a total amount not to exceed $197,000.00.

- The approximate 18.5 acre tract (the “Property”) located at 3396 Valley Road San Antonio, Texas, is required for the construction of a secondary entrance to the Steven M. Clouse Water Recycling Center.

- The secondary entrance will improve safety and efficiency by separating the sludge and waste haulers from the primary entrance to the facility and will reduce travel time by creating a shorter route with proper turning radii used needed by the large trucks.

- The Property is owned by Martin A. Reyes (the “Owner”) and is depicted and more particularly described in Attachment I to the attached resolution.

- The Owner had the Property listed for $200,000.00 with Jadestone Real Estate.

- SAWS ordered an appraisal from Carl K. Eisenhower, MAI and Lynn G. Eckmann, MAI, of Eckmann Groll, Inc., both State Certified Texas General Real Estate Appraisers, who expressed an opinion of fair market value of the Property at $175,000.00.

- SAWS and the Owner have agreed to a purchase price of $192,500.00, set forth in the Agreement.

- The primary terms of the Agreement:
  - Purchase price: $192,500.00
  - Earnest money: $1,000.00
  - Feasibility period: Through December 13, 2019
  - SAWS to pay title insurance and closing costs
  - Agreement subject to Board approval
Acquisition of Property
Located at 3396 Valley Road

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The System Fund will finance this expenditure included in the CY 2019 Capital Improvement Program. Funding for the acquisition of the Property including any additional costs and legal fees are included in the Waste Water Delivery Core Business budget line item.

Bruce A. Haby
Manager
Corporate Real Estate

Nancy Belinsky
Vice President and General Counsel

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES APPROVING A PURCHASE AGREEMENT IN THE AMOUNT OF $192,500.00 WITH MARTIN A. REYES (THE “OWNER”) FOR THE PURCHASE BY THE CITY OF SAN ANTONIO ACTING BY AND THROUGH THE SAN ANTONIO WATER SYSTEM, OF PROPERTY BEING APPROXIMATELY 18.5 ACRES (THE “PROPERTY”) LOCATED AT 3396 VALLEY ROAD, SAN ANTONIO, TEXAS IN THE SOUTHEAST QUADRANT OF BEXAR COUNTY; AUTHORIZING THE EXPENDITURE OF FUNDS IN A TOTAL AMOUNT NOT TO EXCEED $197,000.00 FOR THE ACQUISITION OF THE PROPERTY AND RELATED CLOSING COSTS; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF THE PROPERTY; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Property, located adjacent to the Steven M. Clouse Water Recycling Center, is required to improve facility access for the sludge and waste haulers; and

WHEREAS, the secondary entrance will improve safety and efficiency by separating the sludge and waste haulers from the primary entrance to the facility and will reduce travel time by creating a shorter route with proper turning radiiuses needed by the large trucks; and

WHEREAS, the Owner has agreed to sell the Property to the System for the amount of $192,500.00 pursuant to the terms of a Purchase Agreement (the “Purchase Agreement”) attached hereto as Attachment II, being subject to approval of the Board of Trustees; and

WHEREAS, funds in the amount not to exceed $197,000.00 are available in the System fund for the purchase of the Property and closing costs, which are estimated to be an amount not to exceed $4,500.00; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve a Purchase Agreement in the amount of $192,500.00 with the Owner for the purchase by the City of San Antonio, acting by and through the System, (ii) authorize the expenditure of funds in the amount not to exceed $197,000.00 for the acquisition of the Property and related closing costs from the System Fund, and (iii) authorize the President/Chief Executive Officer or his duly appointed
designee to execute all documents necessary or advisable to effectuate the acquisition of the Property, including any amendments that do not increase the purchase price, and to pay the amount not to exceed $192,500.00 to the Owner for the acquisition of the Property through Alamo Title Insurance Company as escrow agent and to pay an amount not to exceed $4,500.00 to Alamo Title Insurance Company for title insurance and related closing costs; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the Purchase Agreement in the amount of $192,500.00 with the Owner for the purchase by the City of San Antonio, acting by and through the System, of the Property, for the Project is hereby approved.

2. That expenditure of the funds from the System Fund in an amount not to exceed $197,000.00 for the acquisition of the Property and related closing costs is hereby approved.

3. That the amount not to exceed $197,000.00 is hereby made available and is to be expended from the System Fund.

4. That the System’s President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents necessary or advisable to effectuate the acquisition of the Property, including any amendments that do not increase the purchase price, and to pay an amount not to exceed $192,500.00 to the Owner for the acquisition of the Property through Alamo Title Insurance Company as escrow agent and to pay an amount not to exceed $4,500.00 to Alamo Title Insurance Company for title insurance and related closing costs, in accordance with the terms of the Purchase Agreement.

5. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

6. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

7. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 10th day of December, 2019.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Amy Hardberger, Secretary

Attachments:
I  Aerial Map
II  Purchase Agreement
3396 VALLEY ROAD

AERIAL DEPICTION
ATTACHMENT I
PURCHASE AGREEMENT
3396 Valley Road

This Purchase Agreement (the "Agreement"), made by and between MARTIN A. REYES, hereinafter called "Seller" and the CITY OF SAN ANTONIO, ACTING BY AND THROUGH ITS SAN ANTONIO WATER SYSTEM, hereinafter called "Buyer," constitutes a contract for the purchase of the described property, as follows:

1. Property. Seller agrees to convey to Buyer the tract of real property being 18.60 acres in Bexar County and being more particularly described in Exhibit A attached hereto and incorporated herein (the "Land"); together with all water rights and claims of water rights of any nature related to the Land, and together with all of Seller's right, title and interest in and to all oil, gas and other minerals in and under and that may be produced from said Land, and all appurtenances including, but not limited to, strips between the above described property and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to the described real property (all of which is hereinafter collectively called the "Property"). In the event Buyer obtains a survey of the Land, such surveyed legal description shall replace the description in Exhibit A.

2. Consideration. The consideration for the conveyance shall be as follows:

   a. Purchase Price. The total purchase price ("Purchase Price") for the Property shall be ONE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($192,500.00).

   b. Earnest Money. Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) with Alamo Title Company, Attn: Chris Varley, Senior Vice President, 2915 W. Bitters, Suite 301, San Antonio, Texas 78248 ("Title Company"). The Earnest Money shall be credited toward the Purchase Price at closing if the conveyance of the Property is closed.

   c. Independent Consideration. In the event that this Agreement is terminated by Buyer for any reason other than Seller's default, then $500.00 of Earnest Money (the "Independent Consideration") shall be paid by the Title Company to Seller as independent consideration for the rights granted to Buyer herein.

3. Escrow. Upon Buyer's receipt of a fully executed copy of this Agreement, Buyer shall open an escrow with Title Company covering the purchase and sale of the Property, by depositing with Title Company the Earnest Money and an executed copy of this Agreement.

4. Date of this Agreement. The Date of this Agreement shall be the date when a fully executed copy of this Agreement together with Buyer's deposit of the Earnest Money is delivered to the Title Company, as evidenced by the date inserted by Title Company beneath its signature of receipt.

5. Title. Title Company shall issue a Commitment for Title Insurance ("Title Commitment") to the Buyer on or before ten (10) days from the Date of this Agreement. Any matters of record in the Title Commitment shall be, together with matters shown on any survey of the Land obtained by Buyer, "Permitted Exceptions"; provided, however, in no event shall Buyer be required to object to any liens or other matters contained in Schedule C of the Title Commitment, all of which shall be satisfied by Seller at or prior to Closing, and none of which matters will constitute Permitted Exceptions.
6. **Property Information Documents.** Within ten (10) days after the Date of this Agreement, Seller shall deliver to Buyer copies of all written leases, tenancies, rental agreements and any other agreements affecting the Property, and a full written description of any such agreements which are not written ("Property Information Documents").

7. **Investigations.** From the Date of this Agreement until its termination or Closing, Buyer and its representatives shall have the right to enter upon the Land to conduct investigations, including without limitation, soil tests, engineering studies, planning and/or feasibility studies, environmental inspections, a study of the availability of water, utilities, drainage, access, and sewer, and such other investigations as Buyer may desire to determine the suitability of the Land for Buyer's intended use. Buyer in the conduct of its investigation shall not unreasonably interfere with any existing operations on the Land, and Buyer shall repair any and all physical damage to the Land caused by Buyer's investigations.

8. **Feasibility Period.** Seller agrees that Buyer shall have a period expiring at 5:00 pm local San Antonio time on December 13, 2019 ("Feasibility Period") to determine the suitability of the Property for Buyer's intended use. If Buyer decides in its sole discretion not to proceed with the purchase of the Property, Buyer shall give Seller written notice of termination on or before the expiration of the Feasibility Period, in which event this Agreement shall terminate and be of no further force and effect and the Buyer shall receive the Earnest Money, which shall be paid by Title Company to Buyer, less the Independent Consideration, which shall be paid by Title Company to Seller. Subject to the satisfaction of any conditions to closing, at any time prior to the expiration of the Feasibility Period, Buyer may notify Seller in writing that Buyer has satisfied itself as to the suitability of the Property for Buyer's intended use, and accelerate the expiration of the Feasibility Period and proceed to Closing in accordance with paragraph 10 below.

9. **Conditions to Closing.** This Agreement is subject to the approval of the Board of Trustees of the San Antonio Water System on or before the expiration of the Feasibility Period. In the event that this Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before the expiration of the Feasibility Period, notwithstanding any provision herein to the contrary, this Agreement shall automatically terminate and the Buyer shall receive the Earnest Money, which shall be paid by Title Company to Buyer, less the Independent Consideration, which shall be paid by Title Company to Seller, and neither party shall have any further rights or duties hereunder.

10. **Closing.** Provided that this Agreement has not previously been terminated and that all conditions to closing have been satisfied, the conveyance of the Property shall be closed ("Closing") at the office of the Title Company on December 20, 2019, or such earlier date as Buyer and Seller may agree in writing provided all conditions to closing have been satisfied.

11. **Closing Documents.** The following documents shall be delivered at Closing:

   a. **Deed.** Seller shall deliver a warranty deed ("Deed") executed and acknowledged by Seller, conveying to Buyer good and indefeasible title to the Property free and clear of all restrictions, easements, liens and other encumbrances except the Permitted Exceptions, in substantially the form attached hereto as Exhibit B.

   b. **Title Policy.** The title company shall furnish at Buyer's expense an owner's title policy issued by Title Company in a form prescribed by the Board of Insurance Commissioners of Texas with underwriters and co-insurance limits approved by Buyer. The policy shall be in the amount of the Purchase Price and shall guarantee that Buyer's title to the Property is good and indefeasible, subject only to the following exceptions: (i) the Permitted Exceptions, (ii) taxes for the calendar year after the date of Closing, (iii) unrecorded
governmental rights and regulations, including but not limited to building and zoning ordinances; and (iv) if desired by Buyer, shortages in area or other modifications or endorsements requested by Buyer to the extent permitted by insurance regulations. Buyer shall be responsible for the costs of any title policy or endorsement.

c. **Tax Certificates.** The title company shall deliver, at Buyer's expense, tax certificates showing there are no delinquent taxes levied or assessed against the Property as of Closing.

d. **Affidavit of Foreign Status.** Seller shall deliver to Buyer and Title Company an affidavit indicating whether or not Seller is a "foreign person" under the Internal Revenue Act of 1954, as amended.

e. **Other Documents.** Seller shall deliver a settlement statement, affidavit of debts and liens, and such other documents as may be reasonable and customary as requested by the Title Company in connection with the Closing.

12. **Closing Costs.** Closing costs and prorations shall be allocated as follows:

a. **Taxes.** Buyer is a tax-exempt entity. All ad valorem taxes on the Land shall be prorated to the date of Closing, and Seller shall be responsible for the payment of all such ad valorem taxes up to and including the date of Closing, which payment shall be made via debit or payment reflected on the settlement statement at closing. If the current year's taxes are not known as of the date of closing, the proration shall be based upon the previous year's taxes, per Section 26.11 of the Texas Tax Code. The Title Company will pay the Seller's prorated amount to the Bexar County Tax Assessor-Collector at Closing, per such Section 26.11. The Seller’s obligation to pay all ad valorem taxes on the Land for the year of Closing shall survive Closing. Seller shall indemnify and hold harmless Buyer from and against any and all taxes and assessments, or claims for taxes and assessments, for periods prior to the date hereof, including those attributable to periods prior to the date hereof but assessed subsequent to the date hereof, due to changes in land usage or ownership, and Seller hereby expressly agrees to pay the same prior to delinquency. The provisions of this paragraph shall survive Closing.

b. **Lien Releases.** Seller shall pay all prepayment penalties, fees and other amounts necessary to release all existing notes, liens and security interests against the Seller or the Property, including recording fees.

c. **Closing Costs.** Any escrow fee charged by Title Company shall be charged to the Buyer. Buyer will pay the cost of recording any documents delivered to it or them at Closing. Each party will pay its own attorney's fees.

13. **Possession.** Exclusive possession of the Property shall be delivered to Buyer at Closing.

14. **Warranties.** Seller makes the following representations, warranties and covenants as of the date of this Agreement and as of the Closing Date, and such warranties and covenants shall survive the Closing.

a. **Title.** Seller owns good and indefeasible title to the Property and is fully authorized to convey the Property pursuant to this Agreement.

b. **No Proceedings.** There are no pending or, to Seller's knowledge, threatened condemnation or similar proceedings or assessments affecting the Property, lawsuits by adjoining
landowners or others, nor to the best knowledge and belief of Seller is any such lawsuit contemplated by any person, nor is any condemnation or assessment contemplated by any governmental authority.

c. **No Leases.** At the time of Closing, the Property will not, in whole or in part, be under lease or subject to any agreement other than this Agreement.

d. **No Contracts.** Except as expressly disclosed to Buyer pursuant to paragraph 6 above, Seller has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understandings or agreements affecting the Property.

e. **Compliance With Laws.** To the best knowledge of Seller, Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof.

f. **No Changes to Property.** Seller shall not change or make alterations to the Property between the date of this Agreement and Closing without Buyer's prior written consent. Such prohibited changes shall include, but shall not be limited to, removing trees, or removal or relocation of site improvements or landscaping.

g. **Environmental.**

1. During the period that Seller has owned the Land, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "Pollutants") on or in the Land, and Seller has complied with all applicable local, state or federal environmental laws and regulations. There are no wells, underground storage tanks, covered surface impoundments or other sources of environmental Pollutants or contaminants on the Land. Seller shall indemnify, defend and hold Buyer harmless from any claims, damages, and liability of every kind, including all expenses of investigation, remediation, litigation and attorneys' fees, arising from Seller's breach of this representation or pollution of the Land or Seller's failure to comply with local, state or federal environmental laws and regulations. This paragraph shall survive Closing.

2. To Seller's knowledge, prior to Seller's acquisition of the Land, there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Land.

43 In the event that Buyer's investigations reveal the presence of any Pollutants or other environmental condition which, in Buyer's sole discretion, would render the Land unsuitable for Buyer's use, Buyer shall have the right to terminate this Agreement and receive back the Earnest Money, less than Independent Consideration, which shall be paid by the Title Company to the Seller.

15. **Notices.** Any notice to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, by email, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails, emailing or such delivery:
Seller:        Martin A. Reyes  
               259 Highway Drive  
               San Antonio, Texas 78219  
               Email: __________________  

Buyer:        San Antonio Water System  
               Attn: Manager, Corporate Real Estate  
               2800 US 281 North, 5th Floor, Tower I  
               San Antonio, Texas 78212  
               bruce.haby@saws.org  

With a copy to: San Antonio Water System  
               Attn: Mark E. Brewton, Corporate Counsel  
               2800 US 281 North, 6th Floor Tower I  
               San Antonio, Texas 78212  
               mark.brewton@saws.org  

16. **Condemnation or Dedication.** If, as a prerequisite to the granting and/or approving of zoning, a variance or platting or replatting, the granting and/or approving jurisdiction or body requires the dedication of land to some jurisdiction, or if any portion of the Land is taken by eminent domain or condemnation, then Buyer may (a) terminate this Agreement and receive a return of the Earnest Money, less the Independent Consideration, which shall be paid to Seller, or (b) complete this purchase with the Purchase Price reduced by the amount of the condemnation award, prorated as applicable.  

17. **Default.** In the event Buyer fails or refuses to perform in accordance with the terms of this Agreement, through no fault of Seller, then, and in that event, Seller shall give written notice of such default to Buyer and Title Company, and if Buyer's default is not cured within five (5) days after Buyer has received Seller's notice of default, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages, such sum being agreed upon as liquidated damages for the failure of Buyer to close as required by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages.  

In the event Seller fails or refuses to perform in accordance with the terms of this Agreement, then, and in that event, Buyer shall have the right to terminate this Agreement and receive back the Earnest Money, enforce specific performance of this Agreement, exercise any other rights or remedies at law or in equity and/or waive any unmet requirements in whole or in part.  

18. **Real Estate Commission.** Seller represents and warrants to Buyer that (i) no real estate broker represents Seller in this transaction other than Charles Buckley, Jadestone Real Estate ("Seller's Broker"), (ii) Seller's Broker's commission shall be paid solely out of the Purchase Price paid at Closing and (iii) Seller shall indemnify and hold Buyer harmless from and against any and all liabilities arising from any claims against Buyer (including, without limitation, claims for brokerage commissions and other amounts claimed by such brokers, the costs of dispute resolution and attorneys' fees in connection therewith) by Seller's Broker or any other party claiming a real estate commission or as a result of a breach of these representations and warranties, which shall survive Closing or termination of this Agreement.  

19. **Entire Agreement.** This Agreement contains all agreements between the parties regarding the Property, and no agreement not contained herein shall be recognized by the parties.
20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

21. **Time of Essence.** Time is of the essence of this Agreement.

22. **Legal Holidays.** Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday, federal legal holiday or day in which Buyer is closed for business, then such date shall be extended to the next following date which is not a Saturday, Sunday, federal legal holiday or day in which Buyer is not closed for business.

23. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which when taken together shall constitute but one and the same Agreement.

24. **No Prohibited Persons/Entities.** Seller represents and warrants to Buyer that Seller is not (i) an employee of the San Antonio Water System, (ii) the spouse or domestic partner of an employee of the San Antonio Water System or (iii) an entity in which an employee of the San Antonio System or spouse or domestic partner of an employee of the San Antonio Water System owns ten percent (10%) or more of the voting stock or fair market value of the entity. The violation of this provision or determination by Buyer that the Seller is a prohibited person/entity as set forth hereinabove shall render this Agreement voidable by the President/CEO or Board of Trustees of the San Antonio Water System.

(SIGNATURE PAGE FOLLOWS)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, which are set forth above their respective signatures.

EXECUTED by Seller on 10-8, 2019.

Seller:

[Signature]

Martin A. Reyes

EXECUTED by Buyer on 11/11/19, 2019.

Buyer:

CITY OF SAN ANTONIO, ACTING BY AND THROUGH THE SAN ANTONIO WATER SYSTEM

[Signature]

Name: Nancy Belinsky
Title: Vice President and General Counsel

Exhibits:

Exhibit A – Property description
Exhibit B – Form of Deed
RECEIPT OF EARNEST MONEY

Alamo Title Company ("Title Company") acknowledges receipt of $1,000.00 as Earnest Money under the foregoing Purchase Agreement. Title Company will promptly deposit the Earnest Money in an interest bearing account and hold the Earnest Money in escrow pending disbursement instructions from the parties in accordance with the terms of the Agreement. The undersigned will promptly notify the parties if these instructions are for any reason not carried out.

Alamo Title Company

By: ___________________________

Date: October 15, 2019

GF#: 4000411902261
THE STATE OF TEXAS:
COUNTY OF BEXAR: 

Tract A
18.60 Acres

January 30, 2017

Being a 18.60 Acre Tract, Tract A, out of a 53.508 Acre Tract and a 8.662 Acre Tract conveyed to Pamela Smelser IND EXEC & Cedarcrest Capital LLC, recorded in Volume 17173, Page 2166, Official Public Records of Bexar County, Texas, and out of the Jose Antonio De La Garza Grant Survey No. 433, Abstract No. 3, County Block 4006, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod Found in the South line of a 27,0736 Acre Tract conveyed to Leo Alvarado Family, recorded in Volume 7937, Page 878, Official Public Records of Bexar County, Texas, for the Northwest corner of Lot 1, Block 1, Dos Rios WWTP Subdivision, recorded in Volume 9528, Pages 53-57, Official Public Records of Bexar County, Texas and for the Northeast corner of this Tract; from whence a 1/2" Iron Rod Found in the South Right-of-way line of Wright Carpenter Road the Northwest corner of said 53.508 Acre Tract bears N.72°08'00"W. 323.76' and N.73°10'37"W. 1679.49'

THENCE S.16°23'34"W. with the West line of said Lot 1, Block 1, Dos Rios WWTP Subdivision, 1008.84' to a 1/2" Iron Rod Found for the Northeast corner of a 5.0 Acre Tract conveyed to Jose Diaz, recorded in Volume 13039, Page 801, Official Public Records of Bexar County, Texas and for the most Easterly Southeast corner of this Tract.

THENCE N.73°19'21"W. with the North line of said 5.0 Acre Tract, 265.2' to a 1/2" Iron Rod Found for the Northwest corner of said 5.0 Acre Tract and for an interior corner of this Tract.

THENCE S.16°32'37"W. with the West line of said 5.0 Acre Tract, 823.56' to a 1/2" Iron Rod Found in the North Right-of-way line of Valley Road, for the Southwest corner of said 5.0 Acre Tract, and for the most Westerly Southeast corner of this Tract.

THENCE N.73°24'40"W. with the North Right-of-way line of said Valley Road 294.61' to a 1/2" Iron Rod Set for the Southwest corner of this Tract.

THENCE N.16°32'37"E. Severing said 53.508 Acre Tract and 8.662 Acre Tract, 1844.28' to a 1/2" Iron Rod Set in the South line of a 39.58 Acre Tract conveyed to Carlos Cantu and Teresa DeLisa recorded in Volume 8206, Page 81, Official Public Records of Bexar County, Texas, for the Northwest corner of this Tract.

THENCE S.73°10'37"E. with the South line of said 39.58 Acre Tract, 235.30' to a 1/2" Iron Rod Found for the Southeast corner of said 39.58 Acre Tract, for the Southwest corner of said 27.0736 Acre Tract and for an angle point in the North line of this Tract.

THENCE S.72°10'37"E. with the South line of said 27.0736 Acre Tract, 323.76' to the point of BEGINNING.

Containing 18.60 Acres or 810,221.79 sq. ft. of land.

Reference Bearing South Right-of-way line of Wright Carpenter Road, Volume 8219, Page 367, Official Public Records of Bexar County, Texas

I. Hereby certify that the above description is true and correct to the best of my knowledge and belief, and was prepared from actual surveys made on the ground by me or under my supervision.

January 30, 2017, Job No. 17206-1

Bill J. Loftis RPL No. 5823
Comal Hills Surveying
3200 Puter Creek Road
Spring Branch, Texas 78070 Firm# 1007250
830-228-557
EXHIBIT B

Form of Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED MARTIN A. REYES (referred to herein as "Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantor by the SAN ANTONIO WATER SYSTEM, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto THE CITY OF SAN ANTONIO, a Texas municipal corporation, for the use, benefit and control of its SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ("Grantee"), as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, the parcel of land being approximately __ acres located in Bexar County, Texas and more particularly described on Exhibit "A" attached hereto (the "Land"), together with all improvements thereon, all water rights and claims of water rights of any nature related to said Land, and together with all of Grantor's right, title and interest in and to all oil, gas and other minerals in and under and that may be produced from said Land, and all improvements, privileges and appurtenances pertaining to the Land, including, but not limited to, strips between the Land and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on, adjacent or appurtenant to the Land, and any right of reversion related to the Land (collectively, the "Property").

This conveyance is made and accepted subject to those certain matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto the said Grantee and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Grantee is a tax exempt municipal entity. Ad valorem taxes against the Property for 20__ have been prorated and the amount due for 20__ taxes shall be remitted to the Bexar County tax collector. Grantor remains responsible for all ad valorem taxes and special assessments for prior years.
EXECUTED to be effective the _____ day of _____________, 20__.

GRANTOR:

________________________________________
Martin A. Reyes

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this ___ day of _____________, 20___, by Martin A. Reyes.

[Seal]  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

San Antonio Water System
Attn: Mark Brewton
P.O. Box 2449
San Antonio, Texas 78298
Exhibit "B"
to General Warranty Deed

Permitted Exceptions

[list recorded items in final Title Commitment]
TO: San Antonio Water System Board of Trustees

FROM: Bruce A. Haby, Manager, Corporate Real Estate, and Nancy Belinsky, Vice President and General Counsel

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: REQUESTING THE SAN ANTONIO CITY COUNCIL TO DECLARE THE SAN ANTONIO WATER SYSTEM’S ACQUISITION OF APPROXIMATELY 234.07 ACRES FOR THE MITCHELL LAKE WETLANDS WATER QUALITY TREATMENT PROJECT A PUBLIC NECESSITY

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached Resolution requests the San Antonio City Council declare the San Antonio Water System’s (SAWS) Mitchell Lake Wetlands Water Quality Treatment Project (the “Project”) a public necessity to obtain for public use fee simple ownership of a 234.07 acre tract of land that is required for the Project’s construction and operation, and authorizes the General Counsel and/or designated Special Counsel to file eminent domain proceedings, if necessary.

- Mitchell Lake is a historic remnant of the City’s sewage treatment operations, and was used as a receiving water body for storing raw or partially treated sewage, which would later be used to irrigate crops. In 1901, a dam was constructed on the southern edge of an existing natural wetlands that inundated the natural wetlands and created the current lake surface elevation. Since at least 1962, Mitchell Lake has been subject to waste discharge permits issued by the State of Texas.

- Mitchell Lake receives some storm water from its drainage basin, and fully treated recycled water from the nearby Leon Creek Water Recycling Center. Recent residential development in the watershed has increased the amount of storm water Mitchell Lake receives.

- The Project requires the acquisition of an approximately 234.07 acre tract located at 15770 South U.S. Highway 281 in San Antonio, Texas, (the “Property”) for dam reconstruction and the construction of a wetlands that will provide water quality treatment from Mitchell Lake.

- The Property is owned by SA Miers, LTD, a Texas limited partnership (the “Owner”).

- SAWS ordered an appraisal from Carl K. Eisenhauer, MAI and Lynn G. Eckmann, MAI, of Eckmann Groll, Inc., both State Certified Texas General Real Estate Appraisers, who expressed an opinion of fair market value of the Property of $1,990,000.00. SAWS has made numerous attempts to acquire the Property, but has been unsuccessful to date.
• The general location and legal description of the Property is set out in Attachment I and Attachment II to the Resolution attached hereto and incorporated herein for all purposes.

• The requested Ordinance will be presented to the San Antonio City Council as soon as possible.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will provide funding for the acquisition of the Property including any additional costs and legal fees through the CY 2020 Capital Improvement Program, Wastewater Core Business. The job number is 18-6501.

Bruce A. Haby  
Manager  
Corporate Real Estate

Nancy Belinsky  
Vice President and General Counsel

Robert R. Puente  
President/Chief Executive Officer
RESOLUTION NO.


WHEREAS, the System desires to acquire property to implement one or more natural processes to treat water discharging from Mitchell Lake to meet the water quality limits defined in the Texas Pollutant Discharge Elimination System permit for the Mitchell Lake Treatment Facility located in the southwest quadrant of Bexar County, Texas south of Mitchell Lake and west of South U.S. Highway 281; and

WHEREAS, the System has determined that acquisition of the Property is necessary for the Project, the location and description of the Property being more particularly set out in Attachment I and more particularly described in Attachment II attached hereto and incorporated herein for all purposes; and

WHEREAS, the System intends to use every effort available to obtain the required Property through good faith negotiations, but may require eminent domain if the negotiations fail; and

WHEREAS, the System finds that the acquisition of such Property for the Project
is necessary for the public health, safety, welfare, and best interests of the citizens of the City and the surrounding region; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) affirm and declare that the Project is for a public use and the acquisition of the Property is for public use and is a public necessity for the completion of the Project, (ii) direct the System staff to negotiate the acquisition of the Property, (iii) authorize and direct the institution and prosecution to conclusion of all necessary proceedings to condemn such Property, in the event that the System’s staff is unable to acquire the Property by negotiation, (iv) request that the City Council adopt an ordinance to (a) reaffirm and declare that the Project is for a public use and the acquisition of the Property is for public use and is a public necessity for the completion of the Project, (ii) direct the System staff to negotiate the acquisition of the Property, (iii) authorize the System to take all appropriate action to acquire the Property by negotiation and/or condemnation, (c) declare that the conveyance of such Property shall be to the City for the use and benefit of the System, and (d) authorize the System’s General Counsel and/or designated Special Counsel to file eminent domain proceedings and prosecute such proceedings through final judgment and any appeals, if deemed necessary, and (v) provide and approve funding for the acquisition of the Property; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the Project is hereby declared to be a necessary public project and a public necessity is hereby declared for the acquisition of the Property for public use by negotiation and/or condemnation, if necessary, for the Project.

2. That a public necessity hereby exists to acquire the Property over, under and across certain privately owned real property, by negotiation and/or condemnation, if necessary, for the expansion of one or more natural processes to treat water discharging from Mitchell Lake to meet the water quality limits defined in the Texas Pollutant Discharge Elimination System permit for the Mitchell Lake Treatment Facility; as part of the Project.

3. That the System’s staff is hereby directed to negotiate with the owner(s) of the respective Property for the acquisition of the Property, to execute purchase agreement and/or sales agreement or other documents acquiring the Property from the owners of the Property and to finalize such acquisitions on behalf of the City, for the use and benefit of the System.

4. That in the event the System’s staff is unable to acquire the Property by negotiation by reason of its inability to agree with the owners thereof as to the value of the Property, or is unable to acquire the Property for any other reason, the System’s General Counsel and/or designated Special Counsel, are hereby authorized and directed to institute and prosecute to conclusion all necessary proceedings to condemn such Property.
5. That the City Council of the City is hereby requested to (i) adopt an ordinance to reaffirm and declare that the Project is for a necessary public use and the acquisition of the Property is for a public use and is a public necessity for the completion of the Project, (ii) authorize the System to take all appropriate action to acquire the Property by negotiation and/or condemnation, (iii) declare that the conveyance of such Property shall be to the City for the use, benefit and control of the System, and (iv) authorize the System’s General Counsel and/or designated Special Counsel to file eminent domain proceedings and prosecute such proceedings through final judgment and any appeals, if deemed necessary.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

_____________________________

Berto Guerra, Jr., Chairman

ATTEST:

_____________________________

Amy Hardberger, Secretary

Attachments:
I. Aerial Map of Property
II. Legal Description of Property
MITCHELL LAKE WETLANDS WATER QUALITY TREATMENT PROJECT

AERIAL DEPICTION ATTACHMENT I

Subject Property
Edwards Aquifer Recharge Zone
FIELD NOTES DESCRIPTION
234.07 ACRES

A 234.07 acre tract of land, situated in the Jose Antonio De La Garza Survey No. 3, County Block 4006, being a portion of that certain remainder tract of land called to contain 834.145 acres conveyed to SA Miers, LTD in Volume 15749, Page 931 of the Official Public Records of Real Property of Bexar County, Texas; being more particularly described as follows:

BEGINNING: at a ½ inch iron rod (N = 13,648,103.136, E = 2,130,307.950) with cap marked “CDS” found on the Northeastern line of Pleasanton Road shown to be a 80 foot R.O.W. on a Bexar County Road Department Map, File No. B-882, dated August, 1962, for the Southwestern corner of that certain 47.841 acre tract of land conveyed to San Antonio Water System in Volume 14345, Page 781 of the Official Public Records of Real Property of Bexar County, Texas, a corner of the 834.145 acre remainder tract, for the Westernmost Northwestern corner of this tract of land;

THENENCE: S 89°05’05” E – 1378.09 feet along the Southern line of the said 47.841 acre tract, a line of 834.145 acre remainder tract to a ½ inch iron rod found for the Southeastern corner of the said 47.841 acre tract, a corner of the 834.145 acre remainder tract, for a corner of this tract of land;

THENENCE: N 39°23’02” E – 991.62 feet along the Southeastern line of the said 47.841 acre tract, a line of the 834.145 acre remainder tract of land, to a ½ inch iron rod with cap marked “PCI” found for a corner of the said 47.841 acre tract, a corner of the 834.145 acre remainder tract, for a corner of this tract of land;

THENENCE: N 27°03’19” E – 251.14 feet continuing along the Southeastern line of the said 47.841 acre tract, a line of the 834.145 acre remainder tract to a ½ inch iron rod found for the Easternmost Northeastern corner of the said 47.841 acre tract, a corner of the 834.145 acre remainder tract, for a corner of this tract of land;

THENENCE: N 62°59’01” W – 250.12 feet continuing along a line of the said 47.841 acre tract, a line of the said 834.145 acre remainder tract to a ½ inch iron rod with cap marked “PCI” found on the Southeastern line of Mitchell Lake called to contain 876.91 acres conveyed to the City of San Antonio in Volume 4999, Page 728 of the Deed Records of Bexar County, Texas, for a corner of the said 47.841 acre tract, a corner of the said 834.145 acre remainder tract of land, for a corner of this tract of land;
THENCE: N 26-50’08” E – 109.86 feet along the Southeastern line of said Mitchell Lake to a ½ inch iron rod found for a corner of said Mitchell Lake, a corner of the said 834.145 acre remainder tract, for a corner of this tract of land;

THENCE: N 13°35’24” E – 75.72 feet continuing along the Southeastern line of said Mitchell Lake, a line of the said 834.145 acre remainder tract, to a ½ inch iron rod with cap marked “Ford Eng Inc” set for the Northernmost corner of this tract of land, from which a ½ inch iron rod found for a corner of said Mitchell Lake bears N 13°35’24” E – 202.01 feet;

THENCE: S 62°59’01” E – 838.67 feet across the said 834.145 acre remainder tract to a ½ inch iron rod with cap marked “Ford Eng Inc” set for a corner of this tract of land;

THENCE: S 00°52’26” W – 874.71 feet continuing across the said 834.145 acre remainder tract to a ½ inch iron rod (N = 13,648,100.286, E = 2,133,008.826) with broken cap found for the Northwestern corner of that certain 285.47 acre tract of land conveyed to San Antonio Water System in Volume 18949, Page 495 of the Official Public Records of Bexar County, Texas, for a corner of this tract of land;

THENCE: S 33°12’51” W – 276.51 feet along a Western line of the said 285.47 acre tract, a line of the said 834.145 acre remainder tract to a 4 inch cedar fence post found for a corner of the said 285.47 acre tract, a corner of the said 834.145 acre remainder tract, for a corner of this tract of land;

THENCE: S 48°26’51” E – 39.56 feet to a point in the center of the Mitchell Lake Outfall Ditch, being the same center of a Drain (no width defined) as described in an Ordinance conveyed to the City of San Antonio by Sidney J. Brooks and Cora Ogden in Volume 1309, Page 248 of the Deed Records of Bexar County, for a corner of the said 285.47 acre tract, a corner of the said 834.145 acre remainder tract, for a corner of this tract of land;

THENCE: With the center of the Mitchell Lake Outfall Ditch, the Southwestern line of the said 285.47 acre tract, a line of the said 834.145 acre remainder tract and the Northeastern line of this tract of land as follows:

S 42°08’28” E – 86.90 feet to an angle point;
S 49°06’54” E – 398.10 feet to an angle point;
S 27°42’46” E – 87.86 feet to an angle point;
S 29°10’21” E – 123.35 feet to an angle point;
S 06°40’57” E – 177.98 feet to an angle point;
S 06°25’00” W – 131.72 feet to an angle point;
S 15°16’33” E – 80.90 feet to an angle point;
S 04°12’13” E – 76.11 feet to an angle point;
S 25°40’09” E – 105.25 feet to an angle point;
S 22°31’02” E – 78.85 feet to an angle point;
S 13°54′53″ E – 133.97 feet to an angle point;
S 00°29′44″ W – 91.12 feet to an angle point;
S 27°23′57″ E – 113.22 feet to an angle point;
S 22°55′05″ E – 43.34 feet to an angle point;
S 07°16′17″ E – 48.47 feet to an angle point;
S 35°16′54″ E – 37.74 feet to an angle point;
S 68°40′03″ E – 38.29 feet to an angle point;
S 86°47′48″ E – 28.26 feet to an angle point;
N 85°33′33″ E – 40.40 feet to an angle point;
S 40°11′11″ E – 61.38 feet to an angle point;
S 45°09′20″ E – 108.66 feet to an angle point;
S 67°13′23″ E – 76.13 feet to an angle point;
S 43°12′56″ E – 80.31 feet to an angle point;
S 31°32′29″ E – 69.46 feet to an angle point;
S 51°20′01″ E – 44.06 feet to an angle point;
S 42°52′44″ E – 57.99 feet to an angle point;
S 17°14′35″ E – 41.29 feet to an angle point;
S 55°47′13″ E – 34.71 feet to an angle point;
S 35°07′14″ E – 38.18 feet to an angle point;
S 17°18′30″ E – 42.90 feet to an angle point;
S 28°53′23″ E – 30.60 feet to an angle point;
S 71°24′48″ E – 45.85 feet to an angle point;
S 32°23′18″ E – 63.78 feet to an angle point;
S 37°42′57″ E – 29.23 feet to an angle point;
S 16°51′47″ W – 24.79 feet to an angle point;
S 27°33′27″ E – 95.58 feet to an angle point;
S 57°33′27″ E – 59.54 feet to an angle point;
S 54°02′28″ E – 69.80 feet to an angle point;
S 66°02′26″ E – 95.18 feet to an angle point;
S 89°36′08″ E – 37.18 feet to an angle point;
N 70°15′58″ E – 36.75 feet to an angle point;
S 79°40′59″ E – 71.92 feet to an angle point;
S 59°41′46″ E – 26.32 feet to an angle point;
S 21°10′27″ E – 27.35 feet to an angle point;
S 44°35′42″ E – 68.13 feet to an angle point;
S 67°49′48″ E – 21.72 feet to an angle point;
N 85°40′36″ E – 57.80 feet to an angle point;
S 78°59′04″ E – 48.22 feet to an angle point;
S 47°47′03″ E – 87.33 feet to an angle point;
S 68°20′12″ E – 38.65 feet to an angle point;
S 49°43′40″ E – 42.17 feet to an angle point;
S 72°53′57″ E – 113.39 feet to an angle point;
S 49°43′39″ E – 32.91 feet to an angle point;
S 23°22’49” E – 31.75 feet to an angle point;
S 52°37’55” E – 109.17 feet to an angle point;
S 64°31’15” E – 44.87 feet to an angle point;
S 66°40’26” E – 79.24 feet to an angle point;
S 89°32’36” E – 35.07 feet to an angle point;
S 50°35’12” E – 91.85 feet to an angle point;
S 07°58’12” E – 26.16 feet to an angle point;
S 31°16’07” E – 46.54 feet to an angle point;
S 28°02’30” E – 133.84 feet to an angle point;
S 32°48’06” E – 34.19 feet to an angle point;
S 04°45’43” W – 82.10 feet to an angle point;
S 19°03’06” E – 50.03 feet to an angle point;
S 30°40’14” E – 33.72 feet to an angle point;
S 14°47’01” E – 32.72 feet to an angle point;
S 58°23’45” E – 22.32 feet to an angle point;
S 26°47’41” E – 31.29 feet to an angle point;
S 64°56’25” E – 94.67 feet to an angle point;
N 79°39’13” E – 110.05 feet to an angle point;
S 77°39’45” E – 57.04 feet to an angle point;
N 83°00’13” E – 33.47 feet to an angle point;
S 28°31’19” E – 19.91 feet to an angle point;
N 89°28’53” E – 19.24 feet to an angle point;
N 52°11’25” E – 13.72 feet to an angle point;
S 88°58’27” E – 15.53 feet to an angle point;
N 63°34’17” E – 20.85 feet to an angle point;
S 71°38’50” E – 58.35 feet to an angle point;
S 49°29’40” E – 38.15 feet to an angle point;
S 27°51’37” E – 16.93 feet to an angle point;
S 86°47’20” E – 36.54 feet to an angle point;
S 78°46’45” E – 66.90 feet to an angle point;
S 41°43’49” E – 36.46 feet to an angle point;
S 07°11’48” W – 23.70 feet to an angle point;
S 11°19’52” W – 27.68 feet to an angle point;
S 21°41’02” W – 44.56 feet to an angle point;
S 15°22’24” E – 28.49 feet to an angle point;
S 08°51’35” W – 56.82 feet to an angle point;
S 03°35’47” E – 27.45 feet to an angle point;
S 21°02’33” E – 19.21 feet to an angle point;
S 34°12’19” E – 39.23 feet to an angle point;
S 04°01’09” E – 29.52 feet to an angle point;
S 29°02’50” W – 24.90 feet to an angle point;
S 15°26’54” E – 20.82 feet to an angle point;
S 01°51’44” W – 133.99 feet to an angle point;
S 11°05’34” E – 22.46 feet to an angle point;  
S 23°57’33” E – 21.06 feet to an angle point;  
S 50°06’26” E – 37.38 feet to an angle point;  
S 37°44’08” E – 34.90 feet to an angle point;  
S 29°48’50” E – 32.58 feet to an angle point;  
S 15°19’37” E – 34.19 feet to an angle point;  
S 29°11’37” E – 39.81 feet to an angle point;  
S 09°25’54” E – 14.49 feet to an angle point;  
S 05°47’16” E – 24.85 feet to an angle point;

**THENCE:**  S 01°51’48” W – 45.29 feet continuing along the said Mitchell Lake Outfall Ditch to a point of intersection of the center of Mitchell Lake Outfall Ditch and the Northeastern bank of the Medina River, for a corner of the said 285.47 acre tract and the Southeastern corner of this tract;

**THENCE:**  Along the Northeastern and Eastern bank of the Medina River as follows;

N 50°54’05” W – 20.01 feet to an angle point;  
N 33°45’26” W – 64.87 feet to an angle point;  
N 11°54’14” W – 76.73 feet to an angle point;  
N 51°36’43” W – 178.36 feet to an angle point;  
S 72°19’40” W – 123.53 feet to an angle point;  
S 46°40’41” W – 172.91 feet to an angle point;  
S 67°48’53” W – 68.09 feet to an angle point;  
S 77°52’53” W – 48.06 feet to an angle point;  
S 86°56’20” W – 15.92 feet to an angle point;  
S 28°36’52” W – 171.75 feet to an angle point;  
S 21°27’10” W – 56.60 feet to an angle point;  
S 07°26’17” E – 51.65 feet to an angle point;  
S 05°08’36” W – 143.15 feet to an angle point;  
S 23°00’31” W – 134.93 feet to an angle point;  
S 13°51’56” W – 98.63 feet to an angle point;  
S 49°48’01” W – 151.47 feet to an angle point;  
N 85°41’25” W – 86.63 feet to an angle point;  
S 87°10’49” W – 26.43 feet to an angle point;  
N 72°40’51” W – 118.04 feet to an angle point;  
N 40°46’43” W – 34.04 feet to an angle point;  
N 51°31’36” W – 127.09 feet to an angle point;  
N 46°21’43” W – 68.39 feet to an angle point;  
N 65°20’23” W – 212.35 feet to an angle point;  
N 37°33’47” W – 148.60 feet to an angle point;  
N 00°12’25” E – 126.75 feet to an angle point;  
N 06°07’20” W – 89.83 feet to an angle point;
N 09°01’31” E – 26.04 feet to an angle point;
N 26°20’56” W – 167.63 feet to an angle point;
N 28°12’01” W – 74.74 feet to an angle point;
N 44°26’51” W – 53.76 feet to an angle point;
N 55°22’29” W – 53.30 feet to an angle point;
N 44°42’32” W – 75.52 feet to an angle point;
N 59°32’44” W – 117.44 feet to an angle point;
N 48°20’56” W – 90.04 feet to an angle point;
N 45°48’25” W – 107.08 feet to an angle point;
N 07°13’58” W – 110.94 feet to an angle point;
N 17°46’06” W – 116.34 feet to an angle point;
N 42°03’11” W – 82.12 feet to an angle point;
N 44°48’01” W – 34.65 feet to an angle point;
N 42°59’10” W – 91.16 feet to an angle point;
N 60°36’42” W – 76.22 feet to an angle point;
N 71°38’47” W – 57.64 feet to an angle point;
S 79°06’14” W – 66.87 feet to an angle point;
S 78°39’49” W – 46.24 feet to an angle point;
S 43°57’21” W – 116.13 feet to an angle point;
S 67°19’04” W – 40.35 feet to an angle point;
S 67°29’40” W – 68.66 feet to an angle point;
S 73°09’47” W – 76.75 feet to an angle point;
S 67°57’52” W – 49.98 feet to an angle point;
S 82°15’25” W – 58.86 feet to an angle point;
N 80°16’24” W – 136.49 feet to an angle point;
N 86°37’31” W – 52.43 feet to an angle point;
S 76°28’43” W – 29.70 feet to an angle point;
N 89°37’36” W – 35.89 feet to an angle point;
S 75°17’27” W – 58.97 feet to an angle point;
S 35°03’39” W – 13.59 feet to an angle point;
S 73°26’24” W – 77.83 feet to an angle point;
S 71°46’42” W – 65.24 feet to an angle point;
N 70°29’02” W – 84.59 feet to an angle point;
S 73°55’21” W – 65.68 feet to an angle point;
S 88°05’32” W – 70.98 feet to an angle point;
N 83°08’36” W – 246.69 feet to an angle point;
N 78°26’36” W – 69.17 feet to an angle point;
N 50°05’15” W – 26.81 feet to an angle point;
N 86°50’07” W – 17.02 feet to an angle point;
N 65°39’44” W – 93.75 feet to an angle point;
N 39°25’39” W – 134.21 feet to an angle point;
N 15°26’09” W – 193.29 feet to an angle point;
N 13°00’41” W – 269.78 feet to an angle point;
N 17°24’54” W – 101.44 feet to an angle point; 
N 20°19’22” W – 120.29 feet to an angle point;
N 21°36’08” W – 32.03 feet to an angle point;
N 02°14’52” E – 58.23 feet to an angle point;
N 04°19’16” W – 76.45 feet to an angle point;
N 08°58’14” W – 36.47 feet to an angle point;
N 27°52’59” E – 42.35 feet to an angle point;
N 46°23’11” E – 39.87 feet to an angle point;
N 38°23’34” E – 69.01 feet to an angle point;
N 10°48’13” E – 20.31 feet to an angle point;
N 31°32’52” E – 86.40 feet to an angle point;
N 51°09’05” E – 31.09 feet to an angle point;
N 54°31’33” E – 30.90 feet to an angle point;
N 85°08’11” E – 50.60 feet to an angle point;
N 85°53’04” E – 73.85 feet to an angle point;
N 08°28’34” E – 11.38 feet to an angle point;
N 59°42’29” E – 42.19 feet to an angle point;
N 38°06’41” E – 19.09 feet to an angle point;
N 16°10’37” E – 49.40 feet to an angle point;
N 06°01’57” E – 21.96 feet to an angle point;
N 55°00’27” E – 22.79 feet to an angle point;
N 06°34’28” E – 40.13 feet to an angle point;
N 74°55’23” W – 11.15 feet to an angle point;
N 11°41’56” E – 34.95 feet to an angle point;
N 06°44’17” W – 22.36 feet to an angle point;
N 25°36’19” E – 29.53 feet to an angle point;
N 08°56’51” W – 20.20 feet to an angle point;
N 28°20’06” E – 19.78 feet to an angle point;
N 06°39’22” E – 21.34 feet to an angle point;
N 04°23’01” W – 54.47 feet to an angle point;
N 10°47’01” W – 29.29 feet to an angle point;
N 31°33’45” W – 58.26 feet to an angle point;
N 07°44’42” W – 31.55 feet to an angle point;
N 04°20’09” W – 74.94 feet to an angle point;
N 39°39’59” W – 31.17 feet to an angle point;
N 20°15’24” E – 21.49 feet to an angle point;
N 24°43’34” E – 33.99 feet to an angle point;
S 73°12’10” E – 10.43 feet to an angle point;
S 86°09’27” E – 11.49 feet to an angle point;
S 52°02’20” E – 51.76 feet to an angle point;
S 11°46’40” E – 18.91 feet to an angle point;
S 00°23’14” E – 32.82 feet to an angle point;
S 16°33’10” E – 33.62 feet to an angle point;
S 53°06’25” E – 28.03 feet to an angle point;
S 77°13’33” E – 37.73 feet to an angle point;
S 73°30’50” E – 25.94 feet to an angle point;
N 65°42’15” E – 36.28 feet to an angle point;
S 80°45’38” E – 18.69 feet to an angle point;
S 79°50’28” E – 51.95 feet to an angle point;
N 23°18’05” E – 31.15 feet to an angle point;
N 31°05’26” E – 26.50 feet to an angle point;
N 72°16’09” E – 14.77 feet to an angle point;
N 36°35’16” E – 12.33 feet to an angle point;
N 46°24’11” E – 22.68 feet to an angle point;
N 08°13’49” E – 29.12 feet to an angle point;
N 17°06’42” E – 17.12 feet to an angle point;
N 65°25’40” E – 14.56 feet to an angle point;
N 18°58’29” E – 47.80 feet to an angle point;
N 29°30’20” E – 21.57 feet to an angle point;
N 03°24’01” E – 45.11 feet to an angle point;
N 21°29’36” E – 37.81 feet to an angle point;
N 09°48’40” W – 29.03 feet to an angle point;
N 08°06’47” E – 30.27 feet to an angle point;
N 10°24’14” E – 58.23 feet to an angle point;
N 03°10’54” E – 44.90 feet to an angle point;
N 17°26’51” E – 45.18 feet to an angle point;
N 21°44’48” W – 9.20 feet to an angle point;
S 85°43’59” E – 11.23 feet to an angle point;
N 27°21’46” E – 12.43 feet to an angle point;
N 54°55’04” E – 22.41 feet to an angle point;
N 01°47’33” E – 41.85 feet to an angle point;
N 02°07’00” W – 61.64 feet to an angle point;
N 14°34’46” W – 31.85 feet to an angle point;
N 32°50’26” W – 62.66 feet to an angle point;
N 46°38’05” W – 37.97 feet to an angle point;
N 75°27’31” W – 59.52 feet to an angle point;
N 81°40’07” W – 20.97 feet to an angle point;
S 82°31’07” W – 45.00 feet to an angle point;
S 24°27’50” W – 53.89 feet to an angle point;

THENENCE: N 82°22’51” W – 7.93 feet continuing with the bank of the Medina River to a calculated point of the intersection of the bank of the Medina River and a line of the remainder of a 17.39 acre tract conveyed to Nat Perez in Volume 4127, Page 486 of the Deed Records of Bexar County, Texas;
THENCE: N 09°56′19″ W – along an Eastern line of the remainder of the said 17.39 acre tract, at 40.84 feet pass a 1 inch pipe with pinched top found, a distance in all of 186.91 feet to a 1 inch pipe with pinched top found for a corner of the remainder of the said 17.39 acre tract, for a corner of this tract of land;

THENCE: N 44°29′34″ W – 118.86 feet continuing along an Eastern line of the remainder of the said 17.39 acre tract to a ½ inch iron pipe found for a corner of the said 17.39 acre tract, for a corner of this tract of land;

THENCE: N 82°30′46″ W – 230.03 feet continuing along a Northern line of the remainder of the said 17.39 acre tract to a ½ inch iron rod with cap marked “Ford Eng Inc” set for a corner of the said 17.39 acre tract, for a corner of this tract of land;

THENCE: S 67°49′22″ W – 234.00 feet continuing along a Northern line of the remainder of the said 17.39 acre tract, the Easternmost corner of the remainder of a 7.615 acre tract conveyed to Mariano M. Perez in Volume 5495, Page 676 of the Official Public Records of Real Property of Bexar County, Texas, for a corner of this tract of land;

THENCE: N 67°46′37″ W – along a Northern line of the remainder of the said 7.615 acre tract, at 59.63 feet pass a ½ inch iron rod found, a distance in all of 215.51 feet to a chiseled “X” set on concrete at the base of Fence Corner, for a corner of the said 7.615 acre tract, for a corner of this tract of land;

THENCE: N 79°08′00″ W – 436.60 feet continuing along a Northern line of the remainder of the said 7.615 acre tract to a ½ inch iron rod with cap marked “Ford Eng Inc” set at a fence corner, for a corner of the said 7.615 acre tract, for a corner of this tract of land;

THENCE: S 82°14′00″ W – 541.73 feet continuing along a Northern line of the remainder of the said 7.615 acre tract, from which a pinched pipe found for the Southwestern corner of the said 7.615 acre tract, the Northwestern corner of the remainder of the said 17.39 acre tract bears S 25°11′11″ E – 288.10 feet;

THENCE: N 25°01′53″ W – 615.90 feet along the Northeastern line of said Pleasanton Road to a ½ inch iron rod found for a corner of said Pleasanton Road, for a corner of this tract of land;

THENCE: N 34°04′13″ W – 471.25 feet continuing along the Northeastern line of said Pleasanton Road to the POINT OF BEGINNING and containing 234.07 acres of land, according to a survey made on the ground under my supervision.
Corresponding plat prepared.
1800.3935.docx

BEARINGS AND COORDINATES ARE BASED ON LAMBERT GRID, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE NAD 83/93; COORDINATES SHOWN HEREON HAVE AN APPLIED SURFACE SCALE FACTOR OF 1.00017.

Rex L. Hackett, R.P.L.S., L.S.L.S.
Registered Professional Land Surveyor
License Number 5573
TO: San Antonio Water System Board of Trustees

FROM: Bruce A. Haby, Manager, Corporate Real Estate, and Nancy Belinsky, Vice President and General Counsel

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO EXTEND TEMPORARY EASEMENTS FOR THE CENTRAL WATER INTEGRATION PIPELINE PROJECT SEGMENT 5-1

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the extension via amendment of temporary easements containing approximately 0.228 acres (the “Easements”) for the Central Water Integration Pipeline Project Segment 5-1 (the “Project”). It also authorizes the expenditure of $200,000.00 for the extension of the Easements.

- Pipeline Segment 5-1, one of the portions of new transmission main, required for integration of the Vista Ridge water supply, consists of approximately 10,500 feet of 54-inch diameter steel water main from the Agua Vista Station to the intersection of South Loop 1604 frontage road and Voigt Drive, where the pipeline connects to an existing 48-inch diameter ductile iron water main.

- SAWS, the Mortgage Loan & Agency Company (the “Owner”) and the long-term ground tenant, Short Living Trust (the “Tenant”) entered into various Easements in connection with the Project.

- The term of the Easements need to be extended to align with the current construction schedule for the Project.

- SAWS, Owner and Tenant agreed to an initial amount of $206,827.03 for the permanent and temporary easements for a period of 120 days. SAWS, Owner and Tenant have now agreed to extend the Easements for 321 days for an amount of $200,000.00 through July 3, 2020.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will incur acquisition costs associated with the acquisition of the land rights necessary for this Project. Funding for these land rights are found in the CY 2016 Capital Improvement Program. The project work is included in the Water Delivery Core Business, Central Water Integration Pipeline Project budget line.

The total amount is $200,000.00 for extension of the Easements.

Bruce A. Haby
Manager
Corporate Real Estate

Nancy Belinsky
Vice President and General Counsel

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES AUTHORIZING THE EXTENSION VIA AMENDMENT OF TEMPORARY EASEMENTS BEING APPROXIMATELY 0.228 ACRES FROM MORTGAGE LOAN & AGENCY COMPANY (THE “OWNER”), JOINED BY SHORT LIVING TRUST (THE “TENANT”), LOCATED AT THE SOUTHWEST CORNER OF LOOP 1604 AND VOIGT DRIVE, IN BEXAR COUNTY, TEXAS (THE “EASEMENTS”), FOR THE CENTRAL WATER INTEGRATION PIPELINE PROJECT SEGMENT 5-1 (THE “PROJECT”) IN AN AMOUNT NOT TO EXCEED $200,000.00; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the System has determined that extending the Easements via amendment (the “Amendment”), the area of the Easements being depicted in Attachment I and the Amendment attached hereto in Attachment II, both incorporated herein for all purposes, is necessary for the Project; and

WHEREAS, the property on which the Easements are located is owned by Mortgage Loan & Agency Company (the “Owner”) with a long term ground lease in favor of Short Living Trust (the “Tenant”); and

WHEREAS, the Owner, joined by Tenant, have agreed to grant an extension to the temporary Easements through July 3, 2020 for the sum of $200,000.00; and

WHEREAS, funds in an amount not to exceed $200,000.00 are available in the Project Fund for the extension of the Easements via the Amendment; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the Amendment, and (ii) authorize the expenditure of funds in an amount not to exceed $200,000.00 for the extension of the Easements via the Amendment; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the Amendment is hereby approved.

2. That the expenditure from the Project Fund in the CY 2016 Capital Improvement Program, Water Delivery Core Business, Central Water Integration Pipeline Project budget line item in a
total amount not to exceed $200,000.00 for the amendment of the temporary Easements is hereby approved, made available and is to be expended from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Amendment and to pay an amount not to exceed $200,000.00 to the Owner and Tenant (or any other party shown on a title report or commitment as having an interest in the real property) for the extension of the Easements via the Amendment.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary

Attachments:
I. Aerial Map
II. Amendment to Temporary Easements
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER ’S LICENSE NUMBER.

AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT - SEWER

STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Temporary Construction Easement - Water (the “Easement”), MORTGAGE LOAN & AGENCY COMPANY, a Texas corporation (“Grantor”) dedicated and conveyed to the CITY OF SAN ANTONIO for the benefit of SAN ANTONIO WATER SYSTEM (“Grantee”), a temporary construction easement upon the 0.014 acre area and 0.214 acre area more particularly described in Exhibits “A” through “D” attached hereto (the “Temporary Easement Area”):

WHEREAS, Grantor and Grantee desire to amend the Easement to extend the term of the Easement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. The term of the Easement is hereby extended to expire on July 3, 2020.

2. The Easement shall continue in full force and effect, unmodified except to the extent expressly provided for herein.

[ Signature pages to follow ]
EXECUTED effective this ______ day of ______, 2019.

GRANTOR:

MORTGAGE LOAN & AGENCY COMPANY, a Texas corporation

By: ____________________________
Name: Barrett Moursand
Title: President

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this ______ day of ______, 2019, by Barrett Moursand, the President of Mortgage Loan & Agency Company, a Texas corporation, on behalf of same.

[Stamp]
MICHELLAH McKinney
Notary Public, State of Texas
My Commission expires September 8, 2020
ID # 10080683-9

- 2 -
GRANTEE:

The CITY OF SAN ANTONIO, acting by and through the SAN ANTONIO WATER SYSTEM

By: ______________________________
Name: Nancy Belinsky
Title: Vice President and General Counsel

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this ___ day of __________, 2019, by Nancy Belinsky, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM, a municipal utility of the CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said municipal utility.

(SEAL)

Notary Public in and for the state of Texas
My Commission Expires: _______________
Consent and Joinder by Ground Tenant

The undersigned, SHORT LIVING TRUST, joins in the execution of this amendment to the temporary construction easement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that the undersigned’s leasehold interest in the property upon which this temporary construction easement is located is subject and subordinate to the terms and provisions of this temporary construction easement, as amended.

By: [Signature]
Tom Short, as Trustee of the Short Living Trust

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this 22nd day of November, 2019, by Tom Short as Trustee of the Short Living Trust.

[Seal]
JUDY B. HOFSTETTER
Notary Public, State of Texas
My Commission expires January 22, 2023
ID # 130008978-2

[Seal]
JUDY B. HOFSTETTER
Notary Public
METES AND BOUNDS DESCRIPTION
OF
PARCEL NO. 17-241T

Being a 0.014 acre tract of land, located in the City of San Antonio, Bexar County, Texas, being a portion of Lot 1, Block 1, N.C.B. 16329 of the MORTGAGE LOAN & AGENCY CO. Subdivision Unit 1 recorded in volume 9525, page 116 of the Deed and Plat Records of Bexar County, Texas, and being a part of that certain tract described in deed to Short Living Trust as recorded in volume 15097, page 1080 of the Official Public Records of Real Property of Bexar County Texas (O.P.R.R.P.B.C.T.).

COMMENCING, at a ½ inch iron rod found in the southerly right-of-way line of F.M. Highway 1604 (ROW VARIES), and being in the northerly line said Lot 1, Block 1, and said Short Living Trust tract and also being the northwest corner of Lot 1, Tract I, as described in deed to Clear Lake National Bank (Leased Agreement) as recorded in volume 8050, page 112, O.P.R.R.P.B.C.T.; THENCE, with the west line of said Lot 1, Tract I, South 09 degrees 54 minutes 39 seconds East 29.34 feet to a set ½ inch Iron Rod with a GD Plastic Cap for the northeast corner of Lot 1, Tract III, as described in said Clear Lake National Bank (Leased Agreement); THENCE, with the north line of said Lot I, Tract III, South 83 degrees 12 minutes 54 seconds East 13.19 feet to a set ½ inch Iron Rod with a GD Plastic Cap at the northwest corner of said Lot 1, Tract III; THENCE, with the west line of said Lot 1, Tract III, South 06 degrees 47 minutes 06 seconds East 41.14 feet a set ½ inch Iron Rod with a GD Plastic Cap and being the Point of Beginning of herein described tract;

THENCE, continuing with the west line of said Lot 1, Tract III, South 06 degrees 47 minutes 06 seconds East 17.49 feet;

THENCE, through said Lot 1, Block 1, and said Short Living Trust tract, South 82 degrees 52 minutes 35 seconds West 26.01 feet;

THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, North 52 degrees 07 minutes 26 seconds West 25.02 feet to a set ½ inch Iron Rod with a GD Plastic Cap;

THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, North 83 degrees 08 minutes 43 seconds East 43.82 feet to the POINT OF BEGINNING containing 0.014 of an acre of land. Survey plat of same date and parcel number accompanies and is a part of this description. Bearings are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983, 2011 adjustment.

This the 15th day of June 2018

Ray D Weger
Registered Professional Land Surveyor No. 4711
Rev. 1 08/16/2018

www.gd-ua.com
MORTGAGE LOAN & AGENCY CO
SUBDIVISION UNIT 1
VOLUME 9525, PAGE 116
PLAT RECORDS OF BEXAR COUNTY, TEXAS

F.M. HIGHWAY 1604
(R.O.W. VARIES)

NOTE:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
2. METES AND BOUNDS DESCRIPTION OF SAME DATE AND PARCEL NUMBER ACCOMPANIES AND IS A PART OF THIS PLAT.

SET 1/2 INCH IRON ROD WITH A GD PLASTIC CAP.

FOUND 1/2 INCH IRON ROD UNLESS OTHERWISE NOTED.

FOUND RIGHT OF WAY TYPE 2 MONUMENT.

D.P.R.R.P.B.C.T. DEED AND PLAT RECORDS BEXAR COUNTY TEXAS.
O.P.R.R.P.B.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY BEXAR COUNTY TEXAS.

PARCEL PLAT SHOWING TEMPORARY EASEMENT WIDTH VARIES

CENTRAL WATER INTEGRATION PIPELINE PROJECT

REV. 2
AUGUST 16, 2018
METES AND BOUNDS DESCRIPTION
OF
PARCEL NO. 17-241TA

Being a 0.214 acre tract of land, located in the City of San Antonio, Bexar County, Texas, being a portion of Lot 1, Block 1, N.C.B. 16329 of the MORTGAGE LOAN & AGENCY CO. Subdivision Unit 1 recorded in volume 9525, page 116 of the Deed and Plat Records of Bexar County, Texas, and being a part of that certain tract described in deed to Short Living Trust as recorded in volume 15097, page 1080 of the Official Public Records of Real Property of Bexar County Texas (O.P.R.R.P.B.C.T.).

COMMENCING, at a ½ inch iron rod found in the southerly right-of-way line of F.M. Highway 1604 (ROW VARIES), and being in the northerly line said Lot 1, Block 1, and said Short Living Trust tract and also being the northwest corner of Lot 1, Tract I, as described in deed to Clear Lake National Bank (Leased Agreement) as recorded in volume 8050, page 112, O.P.R.R.P.B.C.T.; THENCE, with said southerly line of F.M. Highway 1604, South 83 degrees 06 minutes 21 seconds West 73.32 feet to a set ½ inch Iron Rod with a GD Plastic Cap and being the Point of Beginning of herein described tract;

THENCE, through said Lot 1, Block 1, and said Short Living Trust tract, South 07 degrees 08 minutes 40 seconds East 52.97 feet to a set ½ inch Iron Rod with a GD Plastic Cap;

THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, South 52 degrees 07 minutes 26 seconds East passing a set ½ inch Iron Rod with a GD Plastic Cap at 24.72 feet and continuing a total distance of 49.74 feet;

THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, South 07 degrees 08 minutes 42 seconds East 138.23 feet;

THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, North 82 degrees 28 minutes 24 seconds East 49.06 feet to the west line of said Lot 1, Tract I, Clear Lake National Bank (Leased Agreement) tract;

THENCE, along the west line of said Lot 1, Tract I, Clear Lake National Bank (Leased Agreement) tract, South 09 degrees 54 minutes 39 seconds East 35.53 feet to the southwest corner of said Lot 1, Tract I, Clear Lake National Bank (Leased Agreement) tract;

THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, South 82 degrees 38 minutes 28 seconds West 76.06 feet;

THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, North 07 degrees 08 minutes 48 seconds West 176.99 feet;
THENCE, continuing through said Lot 1, Block 1, and said Short Living Trust tract, South 84 degrees 08 minutes 09 seconds West 40.87 feet;

THENCE, through said Lot 1, Block 1, and said Short Living Trust tract, North 07 degrees 21 minutes 11 seconds West 83.29 feet to the said southerly line of F.M. Highway 1604, and northerly line of said Lot 1, Block 1, and said Short Living Trust tract;

THENCE, with said southerly line of F.M. Highway 1604, North 83 degrees 06 minutes 21 seconds East 31.28 feet to the POINT OF BEGINNING containing 0.214 of an acre of land. Survey plat of same date and parcel number accompanies and is a part of this description. Bearings are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983, 2011 adjustment.

This the 15th day of June 2018

Ray D Weger
Registered Professional Land Surveyor
Rev. 1 08/16/2018
TO: San Antonio Water System Board of Trustees

FROM: Bruce A. Haby, Manager, Corporate Real Estate, and Nancy Belinsky, Vice President and General Counsel

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO SETTLE LITIGATION AND EXPEND FUNDS FOR THE ACQUISITION OF A 1.419 ACRE PARCEL FOR THE W-6: HWY 90 TO SW MILITARY DRIVE SEWER MAIN PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the settlement of litigation and expenditure of funds in the amount of $85,000.00 to the Registry of the Court in Cause No. 2019-ED-0014 Probate Court No. 2 of Bexar County, Texas in connection with the condemnation of a 1.419 acre tract required for the W-6: Hwy 90 to SW Military Drive Sewer Main Project (the “Project”).

- The San Antonio Water System (the “System”) requires the acquisition of the 1.419 acre property, located at the southeast corner of West Military Drive and Merry Oaks Drive (the “Property”), in San Antonio, Bexar County, Texas, owned by Praveen K. Thangada (the “Owner”), for the construction of the Project.

- The Project was declared a public necessity and the use of eminent domain was authorized by the Board by Resolution No. 19-073 on March 12, 2019, and by Ordinance No. 2019-04-18-0322 of the City of San Antonio (the “City”) on April 18, 2019.

- System staff attempted to acquire the Property needed by negotiation, the negotiations were not successful and it became necessary that the City of San Antonio acting by and through the System acquire the needed Property by condemnation.

- The System filed Cause No. 2019-ED-0014, styled City of San Antonio, acting by and through the San Antonio Water System, Condemnor, v. Praveen K. Thangada in the Probate Court No. 2, Bexar County, to acquire the Property from the Owner.

- On November 5, 2019, the Board approved Resolution No. 19-266 authorizing the System to pay into the Registry of the Court the sum of $340,000.00 representing the value according to SAWS’ appraisal (the “Initial Payment”) for a Possession and Use Agreement enabling the System to take possession of the Property necessary for the timely completion of the Project, pending further legal proceedings based on the Owner’s assessment of the value of the Property. The Possession and Use Agreement provided that the Initial Payment would represent a credit towards any future condemnation award in the case.
To avoid further litigation regarding the value of the Property, System and Owner have agreed to a settlement of the condemnation case in the amount of $425,000.00, which, minus the Initial Payment of $340,000.00, results in a final payment of $85,000.00 (the "Settlement").

The System desires to authorize staff to pay funds in the amount of $85,000.00 to the Registry of the Court, allowing the System to maintain possession of the Property, and further authorizing System's legal counsel to take all necessary action to conclude the case in accordance with the Settlement.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will incur the acquisition costs and possible legal fees associated with the acquisition of the land rights necessary for this project. Funding for these land rights are found in the 2019 and 2020 Capital Improvement Program, Wastewater Core Business, Main Replacement - Sewer Category.

Bruce A. Haby
Manager
Corporate Real Estate

Nancy Belinsky
Vice President and General Counsel

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES AUTHORIZING SETTLEMENT OF LITIGATION BETWEEN THE SYSTEM AND PRAVEEN K. THANGADA (THE “OWNER”) FOR A 1.419 ACRE TRACT (THE “PROPERTY”) FOR THE W-6: HWY 90 TO SW MILITARY DRIVE SEWER MAIN PROJECT (THE “PROJECT”) AND AUTHORIZING EXPENDITURES FROM THE PROJECT FUND IN THE AMOUNT OF $85,000.00; AUTHORIZING THE SYSTEM’S LEGAL COUNSEL TO TAKE ALL NECESSARY ACTION TO CONCLUDE THE CASE IN ACCORDANCE WITH THE SETTLEMENT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Project was declared a public necessity by the System’s Board by Resolution No. 19-073 on March 12, 2019, and use of eminent domain was authorized by Ordinance No. 2019-04-18-0322 of the City of San Antonio on April 18, 2019; and

WHEREAS, the System requires the acquisition of the Property from the Owner for the construction of a sewer line for the Project; and

WHEREAS, although it was the System’s desire to acquire the Property by negotiation, the negotiations were not successful and it became necessary that the City of San Antonio acting by and through the System acquire the needed Property by condemnation; and

WHEREAS, the System filed Cause No. 2019-ED-0014, styled City of San Antonio, acting by and through the San Antonio Water System, Condemnor, v. Praveen K. Thangada, Condemnee; in the Probate Court No. 2, Bexar County, Texas (the “Case”) to acquire from the Owner the Property described in Attachment I attached to this Resolution; and

WHEREAS, on November 5, 2019, the Board approved Resolution No. 19-266 authorizing the System to pay the Owner the sum of $340,000.00 (the “Initial Payment”) for a Possession and Use Agreement enabling the System to take possession of the Property, necessary for the timely completion of the Project, pending further legal proceedings. The Possession and Use Agreement provided that the Initial Payment would be a credit against any future condemnation award; and
WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve a settlement (the “Settlement”) of the Case for the amount of $425,000.00 as total compensation for the Property, which results in a final payment of $85,000.00 (being the settlement amount less the Initial Payment), (ii) authorize the payment in the amount of $85,000.00 to the Registry of the Court from the Project Fund, and (iii) authorize the System’s attorneys to take all necessary action to conclude the Case in accordance with the Settlement; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a settlement of the Case in the amount of $425,000.00 as total compensation for the Property, resulting in a final payment of $85,000.00, is hereby approved.

2. That the amount of $85,000.00, being the amount of the Settlement less the Initial Payment, is hereby authorized to be paid to the Registry of the Court from the Project Fund.

3. That the System’s legal counsel are hereby authorized to take all necessary action to conclude the Case in accordance with the Settlement.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that published notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

Berto Guerra, Jr., Chairman

ATTEST:

Amy Hardberger, Secretary

Attachments:
I. Special Commissioners Award
II. Aerial Map
WHEREAS, on the 28th day of June, 2019, the CITY OF SAN ANTONIO, TEXAS, acting by and through the SAN ANTONIO WATER SYSTEM, Plaintiff, filed with the Judge of the Probate Court No. 2 of Bexar County, Texas, its Original Petition in Condemnation, and on August 14, 2019, its First Amended Original Petition in Condemnation, to acquire fee simple title to 1.419 acres of land and improvements, if any, out of an original 34.088 acre tract owned by Defendant PRAVEEN K. THANGADA in the City of San Antonio, Bexar County, Texas for the construction, operation and maintenance of wastewater facilities and appurtenances thereto. Said 1.419 acres of land is being acquired for public use, namely the SAWS W-6 Highway 90 to West Military Drive Sewer Main Project, sometimes referred to as the “SAWS W-6 WWRL Upper Segment Project” (“the Project”). Said 1.419 acres of land is further described by metes and bounds in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as “the Property”).
WHEREAS, on the 29th day of July, 2019, the Judge, by an Order in writing, did appoint COLLEEN CASEY, MICHAEL GARYLER, and JONI ROSS, three disinterested freeholders of Bexar County, Texas, as Special Commissioners to assess the compensation and damages to the Defendant in the above-styled proceedings occasioned by the acquisition of the Property through condemnation; and

WHEREAS, the said Special Commissioners, having sworn to assess the compensation and damages to the Defendant in the above-styled proceeding occasioned by the acquisition of the Property through condemnation, fairly and impartially and in accordance with law, met and by an Order in writing set the 30th day of September, 2019 at 9:30 o'clock A.M. at the office of Kim Tindall & Associates, LLC, 16414 San Pedro Avenue, Suite 900, San Antonio, Bexar County, Texas 78232, as the time, date and place for hearing the parties, such time and place having been considered by us to be the earliest practicable day and as near as practicable to the Property in controversy as well as being at the county seat of the county in which the Property is situated; and

WHEREAS, the Special Commissioners issued a Notice of Hearing to Defendant notifying the Defendant of the time, date and place selected for the hearing, which Notice of Hearing was served in the manner prescribed by law (or such service being waived in writing), with such Notice of Hearing having been duly returned and being before us on the date of this hearing; and

WHEREAS, on the 30th day of September, 2019 at 9:30 o'clock A.M. and at the place appointed, Plaintiff appeared by and through its attorney of record, PAUL D. BARKHURST, JR., and announced ready for hearing; and Defendant appeared by and through its attorney of record, JOHN F. FUINI, JR., and announced not ready for hearing and requested a continuance, and after conferring, agreed to a Possession Use Agreement and a Right of Entry.
WHEREUPON, we reset the hearing to Monday, November 4, 2019 at 10:30 a.m. at the same location, by agreement.

WHEREAS, on the 4th day of November, 2019 at 10:30 o'clock A.M. and at the place appointed, Plaintiff appeared by and through its attorney of record, PAUL D. BARKHURST, JR., and announced ready for hearing; and Defendant appeared by and through its attorney of record, JOHN F. FUINI, JR., and announced ready for hearing.

WHEREUPON, we reviewed the court's file and took notice of the parties' agreement, as set out hereinbelow, and it appearing to us, and we so find, that the Plaintiff has found and determined the necessity for and has ordered the acquisition through condemnation of the Property, located in the City of San Antonio, Bexar County, Texas, for a public purpose, namely the SAWS W-6 Highway 90 to West Military Drive Sewer Main Project.

AND WHEREUPON, having taken notice of the parties' agreement as to the value of the Property, sought to be condemned, we find as follows, according to the rules of damages prescribed by law:

WE, the undersigned Special Commissioners, therefore now do assess the total compensation and damages which will accrue to the Defendant in this condemnation proceeding as owner and/or claimant of the Property described herein by reason of the taking through this proceeding in condemnation at Four Hundred Twenty Five Thousand Dollars and Zero Cents ($425,000.00) and such sum is hereby awarded to the Defendant, for all purposes, and on the date herein below set forth we have reduced this, our decision in writing.
WE, the undersigned Special Commissioners, being of the opinion and so finding that the amount awarded by us to Defendant as damages is equal to or greater than the amount offered by the Plaintiff to the Defendant before the above-styled proceeding in condemnation was commenced, we further decide and adjudge that the Plaintiff should pay all costs of these proceedings for the reasons prescribed by law, including the cost of service of process.

SIGNED on this the __ day of November, 2019.

Signature: COLLEEN CASEY
Special Commissioner

Signature: MICHAEL GARYLER
Special Commissioner

Signature: JONI ROSS
Special Commissioner

AGREED AND APPROVED:

Paul D. Barkhurst Jr.
State Bar Number 00790266
BARKHURST & HINOJOSA, PC
11107 Wurzbach, No. 701
San Antonio, Texas 78230

ATTORNEYS FOR PLAINTIFF

Jack F. Fuini, Jr.
State Bar No. 07505500
LAW OFFICE OF JOHN F. FUINI, JR. P.C.
6243 IH-10 West, Suite 590
San Antonio, Texas 78201

ATTORNEY FOR DEFENDANT
ORDER

The foregoing Award of the Special Commissioners was filed with me this ____ day of November, 2019.

The fees are hereby adjudged as follows:

Fees to Special Commissioners

$ ___________ to COLEEN CASEY (4.0 Hours)

$ ___________ to MICHAEL GAYLER (4.0 Hours)

$ ___________ to JONI RUSS (4.0 Hours)

SIGNED this ____ day of November, 2019.

HONORABLE VERONICA VASQUEZ
JUDGE, PROBATE COURT NO. 2
METES AND BOUNDS DESCRIPTION
1.426 ACRE TRACT

BEGINNING at 1/2 inch iron rod found on the east right-of-way line of Harry Oaks Drive marking the most westerly end of the curve return between the said east right-of-way line of Harry Oaks Drive and the southwest right-of-way line of Military Drive;

THENCE with a curve to the right, with an arc length of 39.26 feet, a radius of 25.00 feet, a chord bearing of N 79°17'49" E, with a chord length of 35.35 feet, and a delta angle of 89° 58'28" to an iron rod set marking the most easterly end of the curve return between the said east right-of-way line of Harry Oaks Drive and the southwest right-of-way line of Military Drive;

THENCE S 55°42'42" E a distance of 27.45 feet along the southwest right-of-way line of Military Drive to a 1/2 inch iron rod set;

THENCE S 50°00'04" E a distance of 100.50 feet along the southwest right-of-way line of Military Drive to a 1/2 inch iron rod found;

THENCE S 55°44'15" E a distance of 85.50 along the southwest right-of-way line of Military Drive to a 1/2 inch iron rod found marking the northeast corner hereof;

THENCE depart the right of way of Military Drive and with the east line hereof the following;

S 34°39'13" W a distance of 165.69 feet to an iron rod found;

S 89°54'21" W a distance of 54.37 feet to an iron rod found;

S 08°06'42" W a distance of 71.30 feet to an iron rod set marking the south most southeasterly corner of the herein described tract;

THENCE W 80°52'47" W a distance of 150.03 feet to a "1/4" iron rod set on the east right-of-way line of Harry Oaks Drive being the southwest corner of the herein described tract;

THENCE with the west right-of-way line of Harry Oaks Drive and the west line hereof the following;

N 09°10'20" E a distance of 148.12 to an iron rod found and a curve to the right;

with a curve to the right, with an arc length of 109.87 feet, a radius of 250.00 feet, a chord bearing of N 21°40'39" E, with a chord length of 108.69 feet, and a delta angle of 25° 06'40" to an iron rod found;

N 34°18'20" E a distance of 69.49 feet to the PLACE OF BEGINNING containing 1.419 acres of land more or less.

Note: I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. All iron rods set are 1/4 inch rebar with rusted survey caps attached.

[Signature]

Jose Antonio Trevino
Registered Professional Land Surveyor
Texas Registration No. 5552
February 20, 2009

EXHIBIT "A"
Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law.

FILED IN THE OFFICE OF THE COUNTY CLERK OF BEXAR COUNTY, TEXAS, THIS 3RD DAY OF MARCH, 2009, AND RECORDS IN THE OFFICE OF THE ABOVE-NAMED COUNTY CLERK. THE ABOVE DOCUMENT IS DELIVERED TO ME FROM THE BEXAR COUNTY CLERK OR HIS AGENT.

MAR 03 2009

COUNTY CLERK, BEXAR COUNTY, TEXAS
TO: San Antonio Water System Board of Trustees

FROM: Leamon M. Anderson, Interim Director, Distribution and Collection Operations, and Michael S. Brinkmann, Vice President, Distribution and Collection Operations

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 1

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, in the amount of $1,463,660.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 1.

- Beyond the potential water repairs reported to the San Antonio Water System (SAWS) by water-conscious public citizens, many water repairs are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

- This contract will provide contractor support to assist SAWS Distribution and Collection Operations with these water repairs. This effort will allow for an improved level of service for SAWS customers by reducing repair response times, reducing water losses and increasing valve operability, thus minimizing shut-down impacts to the public.

- Work orders executed via this contract will be managed by SAWS operations and will allow staff to identify, prioritize, and manage the repair work orders issued to the contractor in order to maximize efficiencies. The contract is for a period of one year or until funds are exhausted whichever comes first.

- The standard construction bidding process was used for this contract.

- Facilities Rehabilitation, Inc. submitted the lowest responsive bid of $1,463,660.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Under the Program and Interlocal Contract with the Edwards Aquifer Authority (EAA), SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS
would be obligated to transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS will receive 2020 funding from the EAA in the amount of $600,400.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2020 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,463,660.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 20-1401 (CIP). The SAWS job number for all other types of work is 20-0108 (O&M).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the contract documents for this project. The bid opening was held on October 24th 2019 at 9 am. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$1,463,660.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$1,489,140.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,600,000.00</td>
<td></td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil Field Services Co., Inc.</td>
<td>$1,662,650.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents an 8.52 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.

Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>2020 Annual Water Distribution Leak Repairs Contract - Package 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
</tr>
<tr>
<td><strong>SMWVB Analysis – Board Award</strong></td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE – African American</td>
</tr>
<tr>
<td>MBE - Asian</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
</tr>
<tr>
<td>MBE - Other</td>
</tr>
<tr>
<td>WBE - Minority</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
2020 Annual Water Distribution Leak Repairs Contract – Package 1

Leannon M. Anderson
Interim Director
Distribution and Collection Operations

Michael S. Brinkmann
Vice President
Distribution and Collection Operations

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO FACILITIES REHABILITATION, INC., IN THE AMOUNT OF $1,463,660.00 IN CONNECTION WITH THE 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 1; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,463,660.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,463,660.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) requires construction services to perform the necessary water distribution system repairs (the "project work"); and

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, submitted a bid in the amount of $1,463,660.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,463,660.00 are required for the project work; and

WHEREAS, the total amount of $1,463,660.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Facilities Rehabilitation, Inc. in the amount of $1,463,660.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 1, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,463,660.00 from the System Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,463,660.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in the amount of $1,463,660.00 is hereby awarded to Facilities Rehabilitation, Inc. in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 1.

2. That the expenditure of funds in an amount not to exceed $1,463,660.00 for the project work is hereby approved and made available from the System Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,463,660.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 1.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Leamon M. Anderson, Interim Director, Distribution and Collection Operations, and Michael S. Brinkmann, Vice President, Distribution and Collection Operations

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT - PACKAGE 2

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, in the amount of $1,410,260.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 2.

- Beyond the potential water repairs reported to the San Antonio Water System (SAWS) by water-conscious public citizens, many water repairs are discovered by in-house leak detection crews, leak detection and valve assessment contractors, and through SAWS’ proactive conservation programs.

- This contract will provide contractor support to assist SAWS Distribution and Collection Operations with these water repairs. This effort will allow for an improved level of service for SAWS customers by reducing repair response times, reducing water losses and increasing valve operability, thus minimizing shut-down impacts to the public.

- Work orders executed via this contract will be managed by SAWS operations and will allow staff to identify, prioritize, and manage the repair work orders issued to the contractor in order to maximize efficiencies. The contract is for a period of one year or until funds are exhausted whichever comes first.

- The standard construction bidding process was used for this contract.

- Facilities Rehabilitation, Inc., submitted the lowest responsive bid of $1,410,260.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Under the Program and Interlocal Contract with the Edwards Aquifer Authority (EAA), SAWS is entitled to be paid $18,631,400.00 by the EAA over the first five years of the contract. SAWS
would be obligated to transfer 2,372.5 acre-feet of Edwards Water Rights into the EAA Groundwater Trust annually in the years of 2016-2019, and 316.0 acre-feet in 2020. SAWS will receive 2020 funding from the EAA in the amount of $600,400.00. Any applicable water leak repair charges incurred under this contract, and similar contracts, will be paid from these funds.

The construction cost will be paid from the System Fund in the 2020 Distribution and Collection Operations budget (Company: 1000, Accounting Unit: 5047600, Account: 511220) in the total amount of $1,410,260.00. The SAWS job number for the replacement of any water service lines, valves or fire hydrants is 20-1401 (CIP). The SAWS job number for all other types of work is 20-0109 (O&M).

**SUPPLEMENTARY COMMENTS:**

SAWS staff prepared the contract documents for this project. The bid opening was held on October 24th 2019 at 1 pm. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Rehabilitation, Inc.*</td>
<td>$1,410,260.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Bartek Construction Co.</td>
<td>$1,439,465.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil</td>
<td>$1,562,650.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Field Services Co., Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,600,000.00</td>
<td></td>
</tr>
</tbody>
</table>

* Lowest Responsible Bidder

The bid amount represents an 11.86 percent decrease from the estimated construction cost. This contract provides for 365 calendar days for completion of this contract or until funds have been exhausted.

Additionally, the overall SMWVB analysis is shown in the following table:

<table>
<thead>
<tr>
<th></th>
<th>2020 Annual Water Distribution Leak Repairs Contract - Package 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SMWVB Analysis – Board Award</strong></td>
<td></td>
</tr>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>98.50%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>SMWVB Total</strong></td>
<td><strong>98.50%</strong></td>
</tr>
</tbody>
</table>
Award of Construction Contract
2020 Annual Water Distribution Leak Repairs Contract – Package 2

Leamon M. Anderson
Interim Director
Distribution and Collection Operations

Michael S. Brinkmann
Vice President
Distribution and Collection Operations

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO FACILITIES REHABILITATION, INC. IN THE AMOUNT OF $1,410,260.00 IN CONNECTION WITH THE 2020 ANNUAL WATER DISTRIBUTION LEAK REPAIRS CONTRACT – PACKAGE 2; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $1,410,260.00 FROM THE SYSTEM FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH FACILITIES REHABILITATION, INC., AND TO PAY FACILITIES REHABILITATION, INC. AN AMOUNT NOT TO EXCEED $1,410,260.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) requires construction services to perform the necessary water distribution system repairs (the "project work"); and

WHEREAS, Facilities Rehabilitation, Inc., a local, MBE-Hispanic contractor, submitted a bid in the amount of $1,410,260.00 for the project work, and this bid has been determined to be the lowest responsible bid; and

WHEREAS, System funds in the amount of $1,410,260.00 are required for the project work; and

WHEREAS, the total amount of $1,410,260.00 is available from the System Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Facilities Rehabilitation, Inc. in the amount of $1,410,260.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 2, (ii) to approve the expenditure of funds and make available an amount not to exceed $1,410,260.00 from the System Fund for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,410,260.00 for the project work; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in the amount of $1,410,260.00 is hereby awarded to Facilities Rehabilitation, Inc. in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 2.

2. That the expenditure of funds in an amount not to exceed $1,410,260.00 for the project work is hereby approved and made available from the System Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Facilities Rehabilitation, Inc., and to pay Facilities Rehabilitation, Inc. an amount not to exceed $1,410,260.00 in connection with the 2020 Annual Water Distribution Leak Repairs Contract - Package 2.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Darren Thompson, Director, Water Resources, and Donovan Burton, Vice President, Water Resources and Governmental Relations

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution approves a Joint Funding Agreement (“Agreement”) between the San Antonio Water System (SAWS) and the United States Geological Survey (USGS) for a water budget study on the surface water and groundwater system of the Medina Lake and Medina River. The study will monitor the river both upstream and downstream of the lake for the period ending on December 31, 2020. The attached resolution also authorizes the President/Chief Executive Officer or his duly appointed designee to execute the Agreement and pay USGS an amount not to exceed $95,000.00.

SAWS has worked for many years with the USGS on collaborative data collection efforts on various projects. The water budget study, which is currently in the third year of monitoring, is part of a multi-year monitoring initiative designed to better quantify the various flowpath components within the Medina surface water and groundwater system. The length of the study will be determined by the availability of data needed relying on the lake levels exhibited within the Medina system. Filling in these data gaps will help USGS determine the full range of recharge potential within the Medina system and the Edwards Aquifer.

USGS will measure inputs and outputs from the Medina surface water and groundwater system. The work includes operating and maintaining four new gaging stations (three streamflow and one lake elevation), as well as one evapotranspiration station. When sufficient data has been collected over a wide range of hydrologic conditions, the new data will be incorporated into the new regression equation for estimating recharge, and published in a USGS report. The cost for operations & maintenance in CY2020 is $95,000.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The items/services will be paid from System funds budgeted in 2020 budgets (Company: 1000, Accounting Unit: 5006000, Account: 511312, Total 2020 amount: $95,000.00).
Approval of Joint Funding Agreement
United States Geological Survey

Darren Thompson
Director
Water Resources

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Donovan Burton
Vice President
Water Resources & Governmental Relations

Patrick L. Shriver
for DT 11/22/2019
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE UNITED STATES GEOLOGICAL SURVEY FOR MEASURING INPUTS AND OUTPUTS OF THE MEDINA SURFACE WATER AND GROUNDWATER SYSTEM FOR THE PERIOD ENDING ON DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $95,000.00; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2020 FROM THE SYSTEM FUND TO PAY FOR OBLIGATION INCURRED PURSUANT TO THE JOINT FUNDING AGREEMENT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) and the United States Geological Survey (the “USGS”) have entered into cooperative research and monitoring programs for over a decade; and

WHEREAS, the Joint Funding Agreement (the “Agreement”) developed for the period ending on December 31, 2020 include gaging inputs and outputs from the Medina surface water and groundwater system; and

WHEREAS, the Agreement will help determine the full range of Edwards Aquifer recharge potential within the Medina system; and

WHEREAS, the Agreement is in the best interests of the System customers and all the citizens of San Antonio; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Agreement between the System and the USGS in an amount not to exceed $95,000.00, (ii) to authorize the expenditure of funds for fiscal year 2020 from the System Fund to pay for obligations incurred pursuant to the Agreement, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Agreement with the USGS, and to pay the USGS an amount not to exceed $95,000.00 pursuant to the Agreement; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:
1. That the Agreement between the System and the USGS in an amount not to exceed $95,000.00 attached hereto as Attachment I is hereby approved.

2. That expenditures for fiscal year 2020 are hereby available and is hereby authorized to be expended from the System Fund to pay for obligations incurred pursuant to the Agreement.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Agreement between the System and the USGS, and to pay the USGS an amount not to exceed $95,000.00 pursuant to the Agreement.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and the published notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, paragraph, sentence phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019

__________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary

Attachment I: SAWS/USGS Joint Funding Agreement
THIS AGREEMENT is entered into as of the January 1, 2020, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the San Antonio Water System party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $0 by the party of the first part during the period January 1, 2020 to December 31, 2020
(b) $95,000 by the party of the second part during the period January 1, 2020 to December 31, 2020
(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).
Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000608
Agreement #: 20SJJFATX038020
Project #: SJ009ME
TIN #: 74-2632530

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear interest, penalties, and administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact
Name: Douglas Schnoebelen
Branch Chief - South Texas
Address: 5563 DeZavala Road Suite 290
San Antonio, TX 78249
Telephone: (210) 691-9262
Fax: (210) 691-9270
Email: dschnoebelen@usgs.gov

Customer Technical Point of Contact
Name: Darren Thompson
Director of Water Resources
Address: 2800 U.S. Hwy 281 North
San Antonio, TX 78298
Telephone: (210) 233-3669
Fax: (210) 233-3670
Email: darren.thompson@saws.org

USGS Billing Point of Contact
Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (817) 316-5051
Fax: (817) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact
Name: Darren Thompson
Director of Water Resources
Address: 2800 U.S. Hwy 281 North
San Antonio, TX 78298
Telephone: (210) 233-3669
Fax: (210) 233-3670
Email: darren.thompson@saws.org

San Antonio Water System

Signatures
By __________________ Date: __________
Name: Timothy H. Raines
Title: Director

By __________________ Date: __________
Name: __________________
Title: __________________

By __________________ Date: __________
Name: __________________
Title: __________________

By __________________ Date: __________
Name: __________________
Title: __________________
**Brief Study Description:** Phase 2 will measure inputs and outputs from the Medina/Diversion Lake system. The work includes O&M for four gaging stations (three streamflow and one lake elevation) as well as one evapotranspiration station.

<table>
<thead>
<tr>
<th>Station Number</th>
<th>Description</th>
<th>SAWS Funds</th>
<th>USGS Funds</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitoring:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08179110</td>
<td>Red Bluff Creek at FM 1283 nr Pipe Creek, TX</td>
<td>$10,500</td>
<td>$0</td>
<td>$10,500</td>
</tr>
<tr>
<td>08180000</td>
<td>Medina Canal nr Riomedina, TX</td>
<td>$10,500</td>
<td>$0</td>
<td>$10,500</td>
</tr>
<tr>
<td>08180010</td>
<td>Diversion Lk nr Riomedina, TX</td>
<td>$7,800</td>
<td>$0</td>
<td>$7,800</td>
</tr>
<tr>
<td>08180500</td>
<td>Medina Rv nr Riomedina, TX</td>
<td>$10,500</td>
<td>$0</td>
<td>$10,500</td>
</tr>
<tr>
<td>293355098560601</td>
<td>Medina Lk Meteorological Station nr Rio Medina, TX</td>
<td>$40,700</td>
<td>$0</td>
<td>$40,700</td>
</tr>
<tr>
<td></td>
<td>Exploratory Data Analysis</td>
<td>$15,000</td>
<td>$0</td>
<td>$15,000</td>
</tr>
<tr>
<td></td>
<td>Tributary Measurements</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**MEDINA LAKE PHASE 2:** $95,000

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>SAW$ Funds</th>
<th>USGS Funds</th>
<th>TOTAL FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEDINA LAKE PHASE 2-GGC02</td>
<td>$95,000</td>
<td>$0</td>
<td>$95,000</td>
</tr>
<tr>
<td>AGREEMENT TOTAL</td>
<td>$95,000</td>
<td>$0</td>
<td>$95,000</td>
</tr>
</tbody>
</table>
TO:        San Antonio Water System Board of Trustees

FROM:      Sree Pulapaka, Vice President/Chief Information Officer

THROUGH:   Robert R. Puente, President/Chief Executive Officer

SUBJECT:   AUTHORIZATION OF EXPENDITURES FOR THE PURCHASE OF CISCO
PRODUCTS AND SERVICES FOR VARIOUS INFORMATION SYSTEMS
PROJECTS FOR THE INFRASTRUCTURE, ENGINEERING, AND
OPERATIONS GROUPS FOR 2020

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the purchase of Cisco Systems products and services through
the State of Texas Department of Information Resources (DIR) Contracts, DIR-TSO-4167 (Cisco
Systems) and its resellers for various Information Systems projects for the Infrastructure,
Engineering, and Operations Groups for 2020. This resolution also authorizes funding in an
amount not to exceed $1,250,000.00 to various resellers for the period of January 01, 2020 through
December 31, 2020, to provide Cisco products and services.

• DIR provides statewide leadership and oversight for management of government
  information and communications technology by leveraging the state's volume-buying
  power to drive down costs through a streamlined cooperative purchasing program. DIR
  has already performed all state of Texas competitive procurement requirements.

• Contracts may be used by state and local government, public education, other public
  entities in Texas, as well as public entities outside the state. The contract has multiple
  resellers with multiple HUB vendors.

• Cisco Systems offers Cisco branded hardware, networking equipment, servers, data storage
  solutions, and related services through the DIR-TSO-4167 contract with purchase orders
  going directly to the contract holder or authorized resellers.

• The DIR contract, DIR-TSO-4167 specifies minimum pricing and discounts off of the
  Cisco Global Price List.

• The discounts listed on DIR-TSO-4167 are minimum guaranteed contract pricing. This
  means that the Authorized Reseller Vendors must provide, at a minimum, those discounts
  and cannot offer less favorable pricing discounts than the contract discounts. However, the
  Authorized Reseller Vendors listed below may offer any additional, incremental discounts
  to any eligible users under this contract and such additional discounts if offered, may be
provided at the discretion and as the sole legal obligation of the Authorized Reseller Vendors.

- The San Antonio Water System’s (SAWS) Information Systems Department uses Cisco products for switching and routing of wired and wireless network traffic, for network security appliances and components, for telephony private branch exchange (PBX) and call center applications, and for servers and aspects of server management. In the past, we have made separate requests throughout the year and to be more efficient, we are again seeking to consolidate requests into one annual request for all budgeted Cisco products and services.

- SAWS’ Information Systems Department began implementing Cisco products for switching, routing and network security in 2002 when migrating the network technology from Token-Ring to Ethernet. SAWS began implementing Cisco products in late 2003 to replace an analog PBX and related call center applications and fully implemented the solutions in 2005 with the System headquarters move. SAWS migrated to Cisco products for servers and aspects of server management in 2011 as part of a technology refresh for ERSS hardware. Cisco represents a technology portfolio vendor for SAWS similar to Microsoft or Oracle and we have optimized System resources for Cisco products through training and certifications.

- SAWS’ Purchasing Department will continue the practice of issuing a Request for Quote (RFQ) for all Cisco project requirements and will send the RFQ to defined Cisco resellers to insure SAWS receives the most competitive price.

- Over the life of this resolution, the listed Cisco DIR contract will be updated as the contract above expires or additional Cisco contracts are awarded. In addition, contract availability will be updated based upon the Texas Department of Information Resources’ renewal and rebid of existing contracts.

- SAWS reserves the right to add/delete authorized DIR contract holders and resellers in accordance with the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-4167.

- The combined not to exceed total amount of Cisco products and services purchases for 2020 will not exceed $1,250,000.00.

- SAWS will return to the Board for Cisco purchases that exceed this value and for subsequent years.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The item/services will be paid from the System Fund budgeted in the 2020 budget (Company: 1000, Accounting Unit: Various, Account: Various, as well as from Project Funds. Total 2020 amount: $1,250,000.00).

Sree Pulapaka
Vice President/Chief Information Officer

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE PURCHASE OF CISCO PRODUCTS AND SERVICES THROUGH THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT DIR-TSO-4167 (CISCO SYSTEMS) AND ITS RESELLERS FOR VARIOUS INFORMATION SYSTEMS PROJECTS FOR THE INFRASTRUCTURE, ENGINEERING, AND OPERATIONS GROUPS FOR THE PERIOD OF JANUARY 01, 2020 THROUGH DECEMBER 31, 2020; AUTHORIZING FUNDS TO BE EXPENDED IN FY 2020 FROM THE SYSTEM’S PROJECT FUND AND SYSTEM FUND IN AN AMOUNT NOT TO EXCEED $1,250,000.00; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CONTRACTS WITH VARIOUS CONTRACT HOLDERS OR RESELLERS FOR CISCO PRODUCTS AND SERVICES FROM JANUARY 01, 2020 THROUGH DECEMBER 31, 2020, AND TO PAY VARIOUS CONTRACT HOLDERS OR RESELLERS AN AMOUNT NOT TO EXCEED $1,250,000.00 FOR CISCO PRODUCTS AND SERVICES FOR VARIOUS INFORMATION SYSTEMS PROJECTS FOR THE INFRASTRUCTURE, ENGINEERING, AND OPERATIONS GROUPS FOR 2020; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the State of Texas Department of Information Resources (DIR) provides statewide leadership and oversight for management of government information and communications technology; and

WHEREAS, contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. The contract has multiple resellers with multiple HUB vendors; and

WHEREAS, Cisco Systems offers Cisco branded hardware, networking equipment, servers, data storage solutions, and related services through the DIR-TSO-4167 contract with purchase orders going directly to the contract holder or authorized resellers; and

WHEREAS, the DIR contract, DIR-TSO-4167 specifies minimum pricing and discounts off of the Cisco Global Price List; and
WHEREAS, the San Antonio Water System’s (the "System") Purchasing Department will continue the practice of issuing a Request for Quote (RFQ) for all Cisco project requirements and will send the RFQ to each of the defined Cisco resellers to insure System receives the most competitive price; and

WHEREAS, the combined not to exceed total amount of Cisco products and services purchases for 2020 will not exceed $1,250,000.00; and

WHEREAS, the System will return to the Board for Cisco purchases that exceed this value and for subsequent years; and

WHEREAS, it is estimated the amount to be expended from the System Fund and Project Fund is $1,250,000.00; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the use of the State of Texas Department of Information Resources (DIR) contract DIR-TSO-4167 through contract holders or resellers for the purchase of Cisco products and services for various Information Systems projects for the Infrastructure, Engineering, and Operations Groups for the period of January 01, 2020 through December 31, 2020, (ii) to approve the expenditures in an amount not to exceed $1,250,000.00 for FY 2020 from the System Fund and Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute contracts with various contract holders or resellers for Cisco products and services from January 01, 2020 through December 31, 2020, and to pay various contract holders or resellers an amount not to exceed $1,250,000.00; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the use of the State of Texas Department of Information Resources (DIR) contract DIR-TSO-4167 through the contract holder or resellers for the purchase of Cisco products and services for various Information Systems projects for the Infrastructure, Engineering, and Operations Groups for 2020 for the period of January 01, 2020 through December 31, 2020, is hereby authorized. Over the life of this resolution, the listed Cisco DIR contract will be updated as the contract above expires or additional Cisco contracts are awarded. In addition, contract availability will be updated based upon the Texas Department of Information Resources’ renewal and rebid of existing contracts.

2. That an amount not to exceed $1,250,000.00 is hereby made available to be expended from the System Fund and Project Fund for Cisco products and services for various Information Systems related projects for the period of January 01, 2020 through December 31, 2020.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute contracts with various authorized Cisco resellers for the purchase of Cisco products and services for various Information Systems projects for the Infrastructure, Engineering, and Operations Groups for 2020 for the period of January 01, 2020 through December 31, 2020.
4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay an amount not to exceed $1,250,000.00 to the authorized Cisco resellers for Cisco products and services from January 01, 2020 through December 31, 2020.

5. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

6. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

7. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________________
Amy Hardberger, Secretary

Attachments:
I. Authorized Cisco Resellers
II. Minimum Pricing & Discounts List
**Attachment I**

Authorized Cisco products and service resellers on DIR-TSO-4167.

<table>
<thead>
<tr>
<th>Reseller</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Network Management</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Carousel Industries</td>
<td>Non HUB</td>
</tr>
<tr>
<td>CDW Government LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Centre Technologies, Inc.</td>
<td>Woman Owned</td>
</tr>
<tr>
<td>CenturyLink Communications, LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>ConvergeOne, Inc.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Datavox, Inc</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Desert Communications</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Designs That Compute</td>
<td>Woman Owned</td>
</tr>
<tr>
<td>DISYS Solutions, Inc.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Exebridge, Inc</td>
<td>Woman Owned</td>
</tr>
<tr>
<td>General Datatech, L.P.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Great South Texas Corporation</td>
<td>Woman Owned</td>
</tr>
<tr>
<td>GTS Technology Solutions, Inc.</td>
<td>Woman Owned</td>
</tr>
<tr>
<td>Insight Public Sector, Inc.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Jet Web Communications dba Barcom Technology Solutions</td>
<td>Hispanic/Male</td>
</tr>
<tr>
<td>Netrix LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Netsync Network Solutions, Inc.</td>
<td>Hispanic/Female</td>
</tr>
<tr>
<td>Network Alliance LLC</td>
<td>Hispanic/Female</td>
</tr>
<tr>
<td>Pivot Solutions, North America, Inc. dba Sigma Technology Solutions, Inc.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Porter Burgess Company dba Flair Data Systems</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Presidio Networked Solutions Group, LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Red River Technology LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Sequel Data Systems, Inc.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>SHI Government Solutions, Inc.</td>
<td>Asian/Female</td>
</tr>
<tr>
<td>Sirius Computer Solutions, Inc.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Sology, Inc.</td>
<td>Black/Female</td>
</tr>
<tr>
<td>Splendid Technology Services, LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>StackLynk LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Synetra Inc</td>
<td>Non HUB</td>
</tr>
<tr>
<td>TanChes Global Management, Inc.</td>
<td>Asian/Female</td>
</tr>
<tr>
<td>Technologent</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Technology for Education LLC dba TFE</td>
<td>Woman Owned</td>
</tr>
<tr>
<td>The Broadleaf Group, LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Total Communications</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Trace3, LLC</td>
<td>Non HUB</td>
</tr>
<tr>
<td>United Data Technologies, Inc.</td>
<td>Non HUB</td>
</tr>
<tr>
<td>Verizon Sourcing</td>
<td>Non HUB</td>
</tr>
<tr>
<td>World Wide Technology, LLC</td>
<td>Non HUB</td>
</tr>
</tbody>
</table>
Attachment II
State of Texas DIR - Contracts for Cisco Branded Products and Related Services, and their Pricing

The discounts listed below on the DIR contract price schedule are the minimum guaranteed contract pricing discounts. This means that the Authorized Contract Holder or Reseller Vendors must provide, at a minimum, those discounts and cannot offer less favorable pricing discounts than the contract discounts. However, the Contract Holder or Authorized Reseller Vendors may offer any additional, incremental discounts to any eligible users under these contracts and such additional discounts if offered, may be provided at the discretion and as the sole legal obligation of the Contract Holder or Authorized Reseller Vendors.

DIR Contract Number: DIR-TSO-4167
Vendor Name: Cisco Systems, Inc. (many resellers)
Vendor ID: 1770059951100
HUB Type: Non HUB


Minimum Pricing & Discounts off Cisco US Global Price List

<table>
<thead>
<tr>
<th>PRODUCT Category</th>
<th>Description</th>
<th>Minimum Discount % from MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco Core &amp; Compute</td>
<td>Cisco Core &amp; Compute Products (Hardware &amp; Software) including but not limited to, Networking, Wireless and Mobility, Security, Collaboration, Data Center, Analytics, Video, Internet of Things, Meraki, etc. on Cisco's then-current U.S. Global Pricelist under the Core &amp; Compute Categories.</td>
<td>36%</td>
</tr>
<tr>
<td>Cisco Market</td>
<td>Cisco Market Products including but not limited to, Cloud Analytics, Cloud Applications and Services, Automated Infrastructure, Cloud Security, Collaboration Tools, etc. on Cisco's then-current U.S. Global Pricelist under the Market Category.</td>
<td>10%</td>
</tr>
<tr>
<td>Cisco Net</td>
<td>Cisco Net Products including but not limited to, custom, limited or restricted offers on Cisco's then-current U.S. Global Pricelist under the Net Category.</td>
<td>0%</td>
</tr>
</tbody>
</table>

**VALUE ADDED AND RELATED SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Minimum Discount %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smart Net Total Care for Government (1 year term)</td>
<td>Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)</td>
<td>10.00%</td>
</tr>
<tr>
<td>Smart Net Total Care for Government (3 year term)</td>
<td>Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)</td>
<td>17.00%</td>
</tr>
<tr>
<td>Smart Net Total Care for Government (5 year term)</td>
<td>Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)</td>
<td>21.00%</td>
</tr>
<tr>
<td>Smart Net Total Care for Education (1 year term)</td>
<td>Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)</td>
<td>25.00%</td>
</tr>
<tr>
<td>Smart Net Total Care for Education (3 year term)</td>
<td>Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)</td>
<td>28.00%</td>
</tr>
<tr>
<td>Smart Net Total Care for Education (5 year term)</td>
<td>Technical support and flexible hardware coverage provided by the Cisco Technical Assistance Center (TAC)</td>
<td>30.00%</td>
</tr>
</tbody>
</table>

Technical and Maintenance Services
### Other Cisco Technical and Maintenance Services

All other maintenance support offers not under Smart Net Total Care Service, including Support Services for on-premise Software

<table>
<thead>
<tr>
<th>Service</th>
<th>Onsite NTE Amount/Hour*</th>
<th>Remote NTE Amount/Hour*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Services</td>
<td>$600.00</td>
<td>$525.00</td>
</tr>
<tr>
<td>Deployment Services</td>
<td>$743.17</td>
<td>$661.17</td>
</tr>
<tr>
<td>Advisory Services</td>
<td>$743.18</td>
<td>$661.18</td>
</tr>
<tr>
<td>Architectural Design Services</td>
<td>$743.19</td>
<td>$661.19</td>
</tr>
<tr>
<td>Statement of Work Services</td>
<td>$743.20</td>
<td>$661.20</td>
</tr>
<tr>
<td>Training Deployment Services</td>
<td>$600.00</td>
<td>$525.00</td>
</tr>
</tbody>
</table>

*The hourly labor rates provided are not to exceed (NTE) rates. Cisco will use the NTE rates to calculate a cost to deliver a statement of work (SOW). Cisco will use the NTE rates, required level of effort needed to produce the client approved deliverables, and skill set to determine the price of the SOW. For each customized SOW, Cisco will provide a fixed cost for the agreed upon deliverables. Any travel costs that are incurred for the specific SOW will be billed for separately. Individual hours, or blocks of hours may not be purchased separately. Because the SOW is offered at a fixed price, Cisco does not keep time cards.

### Cisco Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Onsite NTE Amount/Hour*</th>
<th>Remote NTE Amount/Hour*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services includes, but not limited to, Survey/Design, Implementation, Optimization, Remote, Managed, Technical, Advisory, Network Architectural Design, Statements of Work (SOWs), Combined Services, and other Professional or Consulting Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Onsite NTE Amount/Hour*</th>
<th>Remote NTE Amount/Hour*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco Reseller/Partner Services (Limited)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limited Partner Services, subject to Cisco's written approval, that enable the implementation and/or technical support of Cisco Offers/Solutions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Onsite NTE Amount/Hour*</th>
<th>Remote NTE Amount/Hour*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Various Training Courses Available Related to Cisco Offers/Solutions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Onsite NTE Amount/Hour*</th>
<th>Remote NTE Amount/Hour*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>See above under Smart Net Total Care Service &amp; Other Technical and Maintenance Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Partner Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Onsite NTE Amount/Hour*</th>
<th>Remote NTE Amount/Hour**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner Services</td>
<td>$600.00</td>
<td>$525.00</td>
</tr>
</tbody>
</table>

*Onsite NTE Amount/Hour: Customer Premise Labor Rates Not To Exceed Hourly

**Remote NTE Amount/Hour: Vendor Premise Labor Rates Not To Exceed Hourly

NOTE: Limited Partner Services for Basic Install and Config include the following:
- Certified and Technical Project Management
- Staging & Implementation Engineering
- Site Survey, High Level Design Review
- Global Implementation Capability
- Configuration Development
- Knowledge Transfer
- Acceptance Testing
TO: San Antonio Water System Board of Trustees
FROM: Sharon M. De La Garza, Vice President, Human Resources and Risk Management
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: APPROVAL OF RECOMMENDATION FOR THE PROVISION OF COMMERCIAL INSURANCE COVERAGE

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution approves the recommendation of USI Insurance Services National, Inc. (USI Insurance Services), the San Antonio Water System’s (the “System”) Agent of Record, for insurance coverage for the System’s comprehensive commercial insurance program for the twelve-month period commencing December 31, 2019, and authorizes the payment for the premium plus premium adjustments for said insurance coverage in an amount not to exceed $1,164,217.00 to USI Insurance Services.

In renewing the various lines of coverage for the upcoming twelve-month period, USI Insurance Services:

- Obtained renewal quotes from the incumbent carriers on Drone Liability, Environmental Pollution Remediation & Legal Liability and Workers’ Compensation coverage which is in the second year of a two year policy;
- Solicited six carriers for quotes for Commercial Crime coverage, seven carriers for quotes for Cyber Liability coverage, seven carriers for quotes on Property (Fire, Boiler and Machinery and Electronic Data Processing) Insurance, six carriers for quotes on Excess Liability and six carriers for quotes on Public Officials and Employment Practices Liability coverage;
- Provided a cost summary and coverage analysis of the quotations received; and
- Provided a recommendation regarding award for coverage.

Current lines of insurance coverage are set to expire on December 31, 2019.

The attached resolution does not include agent of record fees, which are provided under separate contract with USI Insurance Services, which acquired Wells Fargo Insurance Service USA, Inc. as approved by the Board of Trustees in Resolution No. 16-166, dated June 14, 2016.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The total cost of the System’s comprehensive commercial insurance program for the twelve-month period commencing December 31, 2019 is $1,164,217.00 which is comprised of the base cost of the premiums plus 5 percent for potential premium adjustments pending final year-end audits and/or location changes, i.e., additions/deletions during the year. The overall premiums is 3.93 percent more than the premiums paid in 2019. The costs of the various lines of insurance coverage including an analysis of changes from prior year premiums are shown in Attachment I.

The cost of the insurance program from December 31, 2019 through December 31, 2020 will be paid from the System Fund included in the 2019 budget (Company: 1000, Cost Center: 5020100, Account: 511570, Total 2020 Amount: $1,164,217.00).

Sharon M. De La Garza
Vice President
Human Resources and Risk Management

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachment:
I. FY 2020 Comprehensive Commercial Insurance Program Cost Summary
### FY2020 Comprehensive Commercial Insurance Program Cost Summary

<table>
<thead>
<tr>
<th>Lines of Coverage</th>
<th>Carrier</th>
<th>Policy Term</th>
<th>Self-Insured Limit</th>
<th>Retention Limit</th>
<th>AM Best Rating</th>
<th>2019 Expiring Premium</th>
<th>2020 Proposed Annual Total Premium</th>
<th>Premium % Increase or Decrease</th>
<th>2020 Proposed Annual Total Premium Funding Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation &amp; Employer's Liability</td>
<td>Midwest Employers Casualty</td>
<td>12/31/2018 - 12/31/2020</td>
<td>$2,000,000</td>
<td>Statutory</td>
<td>A- XV</td>
<td>$96,644</td>
<td>$103,602</td>
<td>$7,018</td>
<td>7.26%</td>
</tr>
<tr>
<td>General Liability</td>
<td>Allied World Assurance Company</td>
<td>12/31/2019 - 12/31/2020</td>
<td>$2,000,000</td>
<td>$1,000,000,000</td>
<td>A XV</td>
<td>$61,471</td>
<td>$61,471</td>
<td>-0.3%</td>
<td></td>
</tr>
<tr>
<td>Public Officials Liability</td>
<td>Illinois National Insurance Company</td>
<td>12/31/2019 - 12/31/2020</td>
<td>$20,000,000</td>
<td>$5,000,000,000</td>
<td>A, XV</td>
<td>$30,452</td>
<td>$31,950</td>
<td>4.92%</td>
<td></td>
</tr>
<tr>
<td>Environmental Pollution Remediation &amp; Legal Liability</td>
<td>Zurich/Steadfast Insurance Company</td>
<td>12/31/2019 - 12/31/2021</td>
<td>$250,000</td>
<td>$50,000,000,000</td>
<td>A+ X</td>
<td>$165,375</td>
<td>$165,375</td>
<td>-50.00%</td>
<td></td>
</tr>
<tr>
<td>Cyber Liability</td>
<td>Illinois National Insurance Company</td>
<td>12/31/2019 - 12/31/2020</td>
<td>$20,000,000</td>
<td>$250,000,000</td>
<td>A, XV</td>
<td>$3,032</td>
<td>$3,032</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Property</td>
<td>Illinois National Insurance Company</td>
<td>12/31/2019 - 12/31/2020</td>
<td>$20,000,000</td>
<td>$50,000,000,000</td>
<td>A, XV</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Commercial Crime</td>
<td>Starr Indemnity and Liability Co</td>
<td>12/31/2019 - 12/31/2020</td>
<td>$1,000,000</td>
<td>$1,000,000,000</td>
<td>A, XV</td>
<td>$31,950</td>
<td>$31,950</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,066,887</td>
<td>$1,108,779</td>
<td>3.93%</td>
<td>$1,108,779</td>
</tr>
</tbody>
</table>

* SAW's minimum acceptable A.M. Best Financial Strength rating is A-, VII.

**NOTES:**

1. The Workers' Compensation premium rate was locked in and the increase is based on the increase in Estimated Annual Payroll.
2. The General Liability policy premium decreased 7.03% from the expiring policy premium.
3. The Fiduciary Legal Liability policy premium decreased 4.92% from the expiring policy premium.
4. The Public Officials' Liability policy premium decreased 6.97% from the expiring policy premium.
5. The Commercial Property premium rate increase of 17.92% is due in part to the Digester 6 claim, and hardening of the property market due to recent environmental conditions such as hail, fire and hurricanes.
6. Also contributing to the overall premium is increase is the Total Insurable Replacement Cost Value which increased by 5.58%, after 2019 appraisals.
7. The premium for the Commercial Crime coverage is for a 3-year policy term (12/31/2016-12/31/2019). The premium was be paid at policy inception.
8. The Drone Liability policy premium increased 219.74% as a result of the addition of an additional $1 million third-party liability. The premium was be paid at policy inception.
9. The premium for the Environmental Pollution Remediation and Legal Liability line of coverage will be estimated in 2019 by the insured's preferred environmental consultant.

**Grand Total:** $1,164,217
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE RECOMMENDATION OF USI INSURANCE SERVICES NATIONAL, INC. FOR COMMERCIAL INSURANCE COVERAGE FOR THE TWELVE-MONTH PERIOD COMMENCING DECEMBER 31, 2019; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $1,164,217.00 FOR SUCH INSURANCE FROM THE SYSTEM FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THROUGH USI INSURANCE SERVICES NATIONAL, INC. ALL NECESSARY DOCUMENTS, AND TO PAY USI INSURANCE SERVICES NATIONAL, INC. AN AMOUNT NOT TO EXCEED $1,164,217.00 FOR THE COST FOR SUCH INSURANCE COVERAGE; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) Board of Trustees has approved the System’s Comprehensive Commercial Insurance Program and related lines of insurance coverage as described in Attachment I to this resolution; and

WHEREAS, the System’s current contract on the various lines of insurance coverage for its Comprehensive Commercial Insurance Program will expire on December 31, 2019; and

WHEREAS, quotes were solicited, received, and compiled for the System’s Comprehensive Commercial Insurance Program through the services of an agent/broker, USI Insurance Services National, Inc.; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the recommendation of USI Insurance Services National, Inc. for the System’s Comprehensive Commercial Insurance Program for the twelve-month period commencing December 31, 2019 in an amount not to exceed $1,164,217.00 (ii) to authorize the expenditure in an amount not to exceed $1,164,217.00 from the System Fund for such insurance coverage, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the necessary documents through USI Insurance Services National, Inc., and to pay USI Insurance Services National, Inc., an amount not to exceed $1,164,217.00 for such insurance coverage; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the recommendation of USI Insurance Services National, Inc. for the System’s Comprehensive Commercial Insurance Program for the twelve-month period commencing December 31, 2019 in an amount not to exceed $1,164,217.00 is hereby approved.

2. That expenditures in an amount not to exceed $1,164,217.00 for such lines of insurance coverage are hereby made available and are to be expended from the System Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents necessary to carry out acceptance of this recommendation, and to pay USI Insurance Services National, Inc. an amount not to exceed $1,164,217.00 for such lines of insurance coverage for the System for the twelve-month period commencing December 31, 2019.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Amy Hardberger, Secretary
AGENDA ITEM NO. 30

TO: San Antonio Water System Board of Trustees

FROM: Tracey B. Lehmann, P.E., Director, Development, and Andrea L.H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: UTILITY SERVICE AGREEMENTS FOR WATER AND/OR WASTEWATER SERVICES FOR TRACTS REQUIRING THE SAN ANTONIO WATER SYSTEM’S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING AND/OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution approves Utility Service Agreements (USA) to provide water and/or wastewater services to specified tracts of land requiring the San Antonio Water System’s (the “System”) financial participation in the development of infrastructure through oversizing and/or impact fee credits, and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity (CCN).

- This board item consists of two tracts, which total 4,004.89 acres; 209 water Equivalent Dwelling Units (EDUs); and 20 wastewater EDUs.

- Board approval is required since the tracts require the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or are located outside the System’s water and/or wastewater CCN.

- The Camp Stanley Tract is located outside the City of San Antonio Extra Territorial Jurisdiction, outside the System’s water CCN and outside the wastewater CCN. The USA provides 190 EDUs of water and zero EDUs of wastewater services.

- The NPL Dominion Tract is located inside the City of San Antonio limits, inside the System’s water CCN and inside the wastewater CCN. The USA provides 19 EDUs of water and 20 EDUs of wastewater services and consists of oversized infrastructure.

- The Developer is required to install all necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.
Utility Service Agreements to the Specified Tracts Requiring Oversizing
And/or Outside the System’s Water and/or Wastewater CCN

- The Developer is responsible for the construction and engineering costs associated with all required water and/or wastewater mains to serve the tract (on-site and off-site).

Staff recommends that the Board approve this resolution.

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Camp Stanley Tract</td>
<td>Camp Stanley Storage Activity</td>
<td>4000</td>
<td>190</td>
<td>0</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
</tr>
<tr>
<td>2</td>
<td>NPL Dominion Tract</td>
<td>I-10 Heuermann Land Venture, Ltd.</td>
<td>4.89</td>
<td>19</td>
<td>20</td>
<td>CoSA</td>
<td>INSIDE</td>
<td>Y</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>4,004.89</strong></td>
<td><strong>209</strong></td>
<td><strong>20</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Acronyms:
EARZ = Edwards Aquifer Recharge Zone  
OVR = Oversizing  
CCN = Certificate of Convenience and Necessity  
CZ = Edwards Aquifer Contributing Zone  
WW = Wastewater  
IFC = Impact Fee Credits  
CoSA = City of San Antonio limits  
ETJ = Extraterritorial Jurisdiction  
JBSA = Joint Base San Antonio Buffer Zone

**EXTENT AND CONDITIONS OF UTILITY SERVICE AGREEMENTS:**

Upon approval by the System of this USA, the Developer Customer has 36 months to complete the required utility master plan and to start construction. If the Developer Customer fails to complete these requirements within the 36-month period, the USA will expire and a request for a new agreement must be submitted to the System. During the effective term of this USA, capacity in the System’s water and wastewater systems will be set aside. The Developer Customer is not guaranteed capacity until all required off-site infrastructure is built by the Developer, accepted by the System, and all impact fees are paid.

**FINANCIAL IMPACT:**

In compliance with the System’s Board of Trustees water extension policy, Developer Customer applicants are responsible for financing all required local benefit facilities and for payment of all applicable impact fees. The Developers will contribute all impact fees in effect at the time of plat recordation or the latest date allowable by law for each subdivision unit. The fees to be collected by the System will be recorded in the Service Recovery Account and are estimated as follows, based on current charges and full build out of the tracts:
Utility Service Agreements to the Specified Tracts Requiring Oversizing
And/or Outside the System’s Water and/or Wastewater CCN

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Water Impact Fees</th>
<th>Wastewater Impact Fees</th>
<th>Total Impact Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Camp Stanley Tract</td>
<td>$968,430.00</td>
<td>$0.00</td>
<td>$968,430.00</td>
</tr>
<tr>
<td>2</td>
<td>NPL Dominion Tract</td>
<td>$96,843.00</td>
<td>$69,020.00</td>
<td>$165,863.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$1,065,273.00</strong></td>
<td><strong>$69,020.00</strong></td>
<td><strong>$1,134,293.00</strong></td>
</tr>
</tbody>
</table>

The System is responsible for providing access to existing general benefit facilities and/or financing the construction of additional general benefit facilities.

**OVERSIZING AND/OR IMPACT FEE CREDITS:**

The following USAs have recommendations for the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or facilities based on the System’s Master Plan.

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Oversize SAWS</th>
<th>Oversize Developer</th>
<th>Oversize Total</th>
<th>Oversize Developer (%)</th>
<th>Oversize System (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>NPL Dominion Tract</td>
<td>$69,767.00</td>
<td>$27,733.00</td>
<td>$97,500.00</td>
<td>28.44%</td>
<td>71.56%</td>
</tr>
</tbody>
</table>

The Developer is required to install all other necessary on-site facilities in accordance with the Board’s regulations at the Developer’s total cost.

Tracey B. Lehmann, P.E.
Director
Development

Andrea L.H. Béymer, P.E.
Vice President
Engineering and Construction

**APPROVED:**

Robert R. Puente
President/Chief Executive Officer

Attachments: Table 1, Tract Information
### Table 1
Tract Information

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Principal</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>PZ</th>
<th>Acres</th>
<th>Water EDU</th>
<th>WW EDU</th>
<th>Watershed</th>
<th>Board Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Camp Stanley Tract</td>
<td>Camp Stanley Storage Activity</td>
<td>Daniel Nascimento</td>
<td>OUTSIDE</td>
<td>EARZ</td>
<td>Y</td>
<td></td>
<td>1610</td>
<td>4,000</td>
<td>190</td>
<td>0</td>
<td>Pleasant Valley Creek-Cibolo Creek; Lewis Creek-Salado Creek; Headwaters Leon Creek</td>
</tr>
<tr>
<td>2</td>
<td>NPL Dominion Tract</td>
<td>I-10 Heuermann Land Venture, Ltd.</td>
<td>William F. Vaughn</td>
<td>CoSA</td>
<td>INSIDE</td>
<td>Y</td>
<td></td>
<td>1400</td>
<td>4.89</td>
<td>19</td>
<td>20</td>
<td>Headwaters Leon Creek</td>
</tr>
</tbody>
</table>

**Total**

4,004.89  209  20

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- CZ = Edwards Aquifer Contributing Zone
- CoSA = City of San Antonio limits
- OVR = Oversizing
- IFC = Impact Fee Credits
- WW = Wastewater
- PZ = Pressure Zone
- ETJ = Extraterritorial Jurisdiction
- JBSA = Joint Base San Antonio Buffer Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING UTILITY SERVICE AGREEMENTS TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACTS OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM’S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING AND/OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM’S WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH AGREEMENT IF NOT EXERCISED IN THIRTY-SIX MONTHS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Developer Customer, specified in the table below, has requested the San Antonio Water System (the “System”) to provide water and/or wastewater service(s), and has satisfied the requirements of the Board's Regulations for Developer Customer Applicant; and

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>JBSA</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Camp Stanley Tract</td>
<td>Camp Stanley Storage Activity</td>
<td>4000</td>
<td>190</td>
<td>0</td>
<td>OUTSIDE</td>
<td>INSIDE</td>
<td>Y</td>
<td>CCN</td>
<td>OUTSIDE</td>
<td>OUTSIDE</td>
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<tr>
<td>2</td>
<td>NPL Dominion Tract</td>
<td>I-10 Heuermann Land Venture, Ltd.</td>
<td>4.89</td>
<td>20</td>
<td>CoSA</td>
<td>INSIDE</td>
<td>INSIDE</td>
<td>OVR</td>
<td>INSIDE</td>
<td>INSIDE</td>
<td>INSIDE</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td>4,004.89</td>
<td>209</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WHEREAS, the Developer Customer’s provisions to acquire water and/or wastewater services within the System’s jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreements and to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or are located outside the System’s water and/or
wastewater Certificate of Convenience and Necessity, and (ii) to provide that the Utility Service Agreement will be honored for a period of thirty-six months, and that if not exercised during this period, the Utility Service Agreement will expire; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the System hereby approves the Utility Service Agreements and agrees to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing and/or impact fee credits and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity as generally illustrated in the attached Project Site Maps hereto, on a Developer Customer basis as provided for in the Board’s Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.

2. That the Utility Service Agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the Utility Service Agreement will expire.

3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless, and effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

__________________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________________
Amy Hardberger, Secretary

Attachments:
Location Map
Project Site Maps
Utility Service Agreements outside of SAWS water or wastewater CCN and/or with oversized infrastructure and/or impact fee credits

<table>
<thead>
<tr>
<th>Board Approved USA</th>
<th>Acreage</th>
<th>Water EDUs</th>
<th>Wastewater EDUs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Items Total</td>
<td>4,004.89</td>
<td>209</td>
<td>20</td>
</tr>
<tr>
<td>Year-to-Date Total</td>
<td>1,523.87</td>
<td>8,074</td>
<td>7,814</td>
</tr>
</tbody>
</table>
The tract is located:
- Over the Edwards Aquifer Contributing Zone
- Within the 5-mile Camp Bullis Awareness Zone
- Within the 5-Mile JBSA Buffer Zone
- Within the APZ

Proposed 12-inch on Old Paseo Way

Camp Stanley
190 Water EDUs
0 Sewer EDUs
4000 Acres
USA-22933

Legend
- Parcels Update
- USA Tract
- Existing Water Main
- Proposed Water Main

Project Location
Tract is Located:
- Over the Edwards Aquifer Contributing Zone
- Within the 5-mile Carrp Bullis Awareness Zone
- Within the 5-mile JBSA Buffer Zone

NPL Dominion
19 Water EDUs
20 Sewer EDUs
4.89 Acres
USA-20713

Job No 17-1031

Job No 87-3322

Legend
- Existing Water Main
- USA Tract
- Parcels Update
- Proposed Water Main

San Antonio Water System

Project Location
Tract is Located:
- Over the Edwards Aquifer Contributing Zone
- Within the 5-mile Camp Bullis Awareness Zone
- Within the 5-mile JBSA Buffer Zone

NPL Dominion
19 Water EDUs
20 Sewer EDUs
4.89 Acres
USA-20713

Phase II
Approximately 500 LF of Oversized 15" Main

San Antonio Water System

Legend
- Existing Sewer Main
- Existing Force Main
- USA Tract
- Parcels Update
- LS 271 Cresta Bella
- Proposed Oversized Sewer Main

Project Location
TO: San Antonio Water System Board of Trustees

FROM: Juan D. Gomez, Ph.D., P.E., Director, Plants and Major Projects, and Andrea L. H. Beymer, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT IN CONNECTION WITH THE MISSION PUMP STATION ADDITIONAL WELL PROJECT

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract to Weisinger Incorporated, a non-local, non-SMWVB contractor, in an amount not to exceed $4,358,535.00 in connection with the Mission Pump Station Additional Well Project.

- The existing Mission primary pump station is located at 615 E. Theo Drive and provides water services to the southeast part of San Antonio. It serves one of the largest service areas in the San Antonio Water System’s (the “System”) area as it provides water service to customers extending from downtown to southeast Loop 1604 and Highway 281 South.

- Several wells at the Mission Pump Station are approximately 70 years old and require replacement. This additional well will provide another source of water and redundancy to this important pump station.

- The project work consists of drilling, constructing, developing, and testing a new Edwards Aquifer groundwater production well. Additionally, the project work includes the installation of a well pump, electrical motor, well appurtenances, yard piping, associated electrical, instrumentation and controls, and supervisory control and data acquisition (SCADA) work.

- Weisinger Incorporated has submitted the lowest responsible bid of $4,358,535.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2018 and 2019 Capital Improvement Program. This project is included in the Wastewater Core Business, Production Category budget line item. The amount is $4,358,535.00 for water related construction work. The job number is 18-6004.
SUPPLEMENTARY COMMENTS:

Maestas & Associates, Inc. prepared the bid proposal and specifications for the project. The engineer’s estimated construction cost was $5,263,100.00.

A bid opening was held on November 1, 2019, at 2:00 p.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weisinger Incorporated*</td>
<td>$4,358,535.00</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Principal Plant Services, Ltd.</td>
<td>$4,467,277.40</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>MGC Contractors, Inc.</td>
<td>$4,917,630.00</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$5,263,100.00</td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder

The bid amount represents a 17.19 percent decrease from the engineer’s estimated construction cost.

Additionally, the overall SMWVB analysis is shown in the table below:

<table>
<thead>
<tr>
<th>Mission Pump Station Additional Well Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weisinger Incorporated</td>
</tr>
<tr>
<td>SMWVB Analysis – Board Award</td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE – African American</td>
</tr>
<tr>
<td>MBE – Asian</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
</tr>
<tr>
<td>MBE – Other</td>
</tr>
<tr>
<td>WBE – Minority</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
</tr>
<tr>
<td>SMWVB Total</td>
</tr>
</tbody>
</table>

Juan D. Gomez, Ph.D., P.E.
Director
Plants and Major Projects

Andrea L.H. Beymer, P.E.
Vice President
Engineering and Construction
Award of Construction Contract
Mission Pump Station Additional Well Project

APPROVED:

[Signature]

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

LEGEND
☆ PROJECT SITE
EDWARDS AQUIFER RECHARGE ZONE

MISSION PUMP STATION ADDITIONAL WELL
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A CONSTRUCTION CONTRACT TO WEISINGER INCORPORATED IN AN AMOUNT NOT TO EXCEED $4,358,535.00 IN CONNECTION WITH THE MISSION PUMP STATION ADDITIONAL WELL PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $4,358,535.00 FROM THE PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH WEISINGER INCORPORATED, AND TO PAY WEISINGER INCORPORATED AN AMOUNT NOT TO EXCEED $4,358,535.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, this contract will consist of drilling, constructing, developing, testing an Edwards Aquifer ground production well, installation of a well pump, motors and associated electrical work; and

WHEREAS, the San Antonio Water System (the “System”) has solicited bids for the project work; and

WHEREAS, Weisinger Incorporated, a non-local, non-SMWVB firm, has submitted a bid of $4,358,535.00 for the project work and has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in an amount not to exceed $4,358,535.00 are required for the project work; and

WHEREAS, the amount of $4,358,535.00 is available from the Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a construction contract to Weisinger Incorporated in an amount not to exceed $4,358,535.00 in connection with the Mission Pump Station Additional Well Project, (ii) to approve the expenditure of funds and make available an amount not to exceed $4,358,535.00 from the Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a construction contract with Weisinger Incorporated, and to pay Weisinger Incorporated an amount
not to exceed $4,358,535.00 for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That a construction contract in an amount not to exceed $4,358,535.00 is hereby awarded to Weisinger Incorporated, who is determined to be the lowest responsible bidder, in connection with the Mission Pump Station Additional Well Project.

2. That the expenditure of funds in an amount not to exceed $4,358,535.00 for the project work is hereby approved and made available from the Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a construction contract with Weisinger Incorporated, and to pay Weisinger Incorporated an amount not to exceed $4,358,535.00 in connection with the Mission Pump Station Additional Well Project.

4. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of December, 2019.

__________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________________
Amy Hardberger, Secretary
TO: San Antonio Water System Board of Trustees

FROM: Douglas P. Evanson, Senior Vice President/Chief Financial Officer

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: RESOLUTION REQUESTING CITY COUNCIL TAKE CERTAIN ACTIONS
WITH RESPECT TO THE ISSUANCE AND SALE OF OBLIGATIONS
DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM
JUNIOR LIEN REVENUE AND REFUNDING BONDS, SERIES 2020A (NO
RESERVE FUND)”

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution requests City Council authorize the issuance and sale of obligations
designated as City of San Antonio, Texas Water System Junior Lien Revenue and Refunding
Bonds, Series 2020A (No Reserve Fund), (Series 2020A Bonds) to i) currently refund
outstanding City of San Antonio, Texas Water System debt for debt service savings; ii) refund
currently outstanding Tax-Exempt Commercial Paper Notes; iii) provide new money to fund a
portion of the Capital Improvements Program; and iv) pay the cost of issuance.

- The funding for the Capital Improvements Program (CIP) includes funds from revenues,
impact fees, and debt proceeds. A portion of the debt proceeds will be issued through the
Texas Water Development Board at subsidized interest rates (to be approved in a separate
resolution) with the remaining portion funded through the capital markets. Due to the
timing of expenditures associated with the 2019 CIP, SAWS did not issue debt in 2019 to
fund the 2019 CIP. This resolution authorizes bonds to fund the 2019 CIP and refund
outstanding tax-exempt commercial paper.

- The proposed Series 2020A Bonds will also refund the outstanding City of San Antonio,
Texas Water System Revenue Refunding Bonds, Series 2011A and the City of San
Antonio, Texas Water System Junior Lien Revenue and Refunding Bonds, Series 2010A
for savings. As of November 14, 2019, cash savings of approximately $43 million can be
achieved by refunding the bonds or a savings of 23% of the refunded bonds.

- This resolution provides the authorization for the SAWS Designated Financial Officers,
defined below, to issue bonds to effectuate the bond refunding, the refunding of
outstanding tax-exempt commercial paper, procure new money bond proceeds to fund
the CIP, and pay the cost of issuance.
On August 2, 2016, the Board of Trustees approved the selection of a pool of investment banking firms to serve as underwriters. The standard process of requesting and evaluating proposals based on experience and qualifications using the SAWS decision analysis tool was used. The pool is comprised of the following firms:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backstrom McCarley Berry &amp; Co., LLC</td>
<td>Non-Local/AABE</td>
</tr>
<tr>
<td>Bank of America/ Merrill Lynch</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Barclays Capital</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Cabrera Capital Markets</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Citigroup Global Markets, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>FTN</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Frost Bank Capital Markets</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Hilltop Securities Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>J.P. Morgan Securities, LLC.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Jefferies &amp; Company, Inc.</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Loop Capital Markets, LLC.</td>
<td>Non-Local/AABE</td>
</tr>
<tr>
<td>M.E. Allison &amp; Co., Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Mesirow Financial, Inc.</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Piper Jaffray &amp; Co.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Ramirez &amp; Co., Inc.</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Raymond James &amp; Associates, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>RBC Capital Markets</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Seibert Williams Shank &amp; Co.</td>
<td>Local/WBE-AABE</td>
</tr>
<tr>
<td>Stifel, Nicolaus &amp; Co., Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Wells Fargo Bank</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>William Blair &amp; Company</td>
<td>Local/Non-SMWVB</td>
</tr>
</tbody>
</table>

Based on the review of financing proposals submitted to SAWS by the investment banking firms, past performance, other services provided to SAWS, rotation of firms within the pool, and structure of proposed financings, in consultation with SAWS’ co-financial advisors, the following firms are recommended to serve in the underwriting syndicate for this issue:

<table>
<thead>
<tr>
<th>Role</th>
<th>Firm</th>
<th>Local/SMWVB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Manager</td>
<td>Bank of America/Merrill Lynch</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Co-Senior Manager</td>
<td>Piper Jaffray &amp; Co.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Co-Manager</td>
<td>Frost Bank Capital Markets</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Co-Manager</td>
<td>Mesirow Financial, Inc.</td>
<td>Non-Local/Non-SMWVB</td>
</tr>
<tr>
<td>Co-Manager</td>
<td>Raymond James &amp; Associates, Inc.</td>
<td>Local/Non-SMWVB</td>
</tr>
<tr>
<td>Co-Manager</td>
<td>Siebert Williams Shank &amp; Co.</td>
<td>Local/WBE-AABE</td>
</tr>
</tbody>
</table>
• A "Q" authorization is also being requested. A "Q" authorization permits the City Council to delegate to the SAWS Designated Financial Officers, defined as either the President/Chief Executive Officer or the Senior Vice President/Chief Financial Officer, the authority to issue and set pricing on the bonds. This authorization permits the adoption of the Ordinance authorizing the bonds without interest rates, which will be formally set upon the execution of the Pricing Certificate. This approach is recommended to take advantage of market conditions.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

• The debt service for the bonds will be paid from revenues of SAWS and are included in the current budget.

SUPPLEMENTAL INFORMATION:

SAWS' co-financial advisory team of PFM Financial Advisors and Estrada Hinojosa assisted staff in the formulation of this recommendation.

Douglas P. Evanson
Senior Vice President/Chief Financial Officer

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM RECOMMENDING AND REQUESTING THAT THE SAN ANTONIO CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF OBLIGATIONS DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM JUNIOR LIEN REVENUE AND REFUNDING BONDS (NO RESERVE FUND)” AS FURTHER DESIGNATED BY SERIES, AND INTEREST RATE CONVENTION; THE APPROVAL OF AN OFFERING DOCUMENT RELATING TO EACH SERIES OF THE AFOREMENTIONED SERIES OF OBLIGATIONS; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, pursuant to the authority contained in (i) Chapter 1502, as amended, Texas Government Code, (ii) certain ordinances (the “Senior Lien Bond Ordinances”) previously adopted by the City Council (the “City Council”) of the City of San Antonio, Texas (the “City”) authorizing the issuance of the currently outstanding senior lien revenue bonds (the “Previously Issued Senior Lien Bonds”), (iii) certain ordinances (the “Junior Lien Bond Ordinances”) authorizing the issuance of the currently outstanding junior lien revenue bonds (the “Previously Issued Junior Lien Bonds” and collectively with the Previously Issued Senior Lien Bonds, the “Previously Issued Bonds”), (iv) certain ordinances (the “Subordinate Lien Bond Ordinances”) previously adopted by the City Council authorizing the issuance of subordinate lien revenue bonds and obligations arising under a related credit agreement, and (v) an ordinance adopted by the City Council relating to the implementation of a commercial paper program (the “Commercial Paper Ordinances”) under which is issued from time to time subordinate lien commercial paper notes (the “Commercial Paper Notes”), the complete management and control of the water system (the “System”) of the City is vested in a Board of Trustees known as the San Antonio Water System (the “Board”), during the period of time any of such foregoing obligations are outstanding and unpaid; and

WHEREAS, the Board has determined that one or more series of junior lien revenue and refunding bonds in an amount not to exceed $306,205,000 to be designated as “City of San Antonio, Texas Water System Junior Lien Revenue and Refunding Bonds (No Reserve Fund)”, and as further designated by series and interest rate convention (fixed or variable) (the “Proposed Bonds”), should now be issued by the City to provide funds to (i) discharge and make final payment of certain Previously Issued Bonds, and (ii) pay certain costs of issuance; and

WHEREAS, by virtue of the authority and power vested in the Board with reference to the expenditure and application of the revenues of the System and to comply with the terms and conditions prescribed in the Senior Lien Bond Ordinances and Junior Lien Bond Ordinances, respectively, for the issuance of additional bonds payable from and secured by a junior and inferior lien on and pledge of the Net Revenues of the System, it is necessary and proper for the Board to formally request the City Council to authorize and sell, from time to time, the
Proposed Bonds, consent to the issuance of the same, approve the ordinance authorizing each series of the Proposed Bonds, including the approval of the respective disclosure documents relating thereto and the purchase of bond insurance, if any, along with approving, to the extent applicable or required, and agree to comply with all the terms and provisions of such ordinance, including, but not limited to, those relating to the operation of the System and the handling of the proceeds of each series of the Proposed Bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM THAT:

1. The City Council is hereby formally requested to authorize and sell junior lien revenue refunding bonds, bearing interest at fixed or variable rates, earlier defined herein as the Proposed Bonds, in a principal amount not to exceed the resultant amount upon application of the limitations described in the preamble hereof, payable from a junior and inferior lien on and pledge of the Net Revenues of the System and as Additional Junior Lien Bonds that are Junior Lien Obligations—No Reserve Fund (being obligations that are issued without the additional security provided by a lien on and pledge of the Reserve Fund), and the Board by the adoption of this Resolution hereby evidences its consent to the issuance and sale of one or more series of junior lien bonds and the payment thereof from the Net Revenues of the System on the level of priority specified above, as well as its approval of an ordinance (the “Proposed Bond Ordinance”) authorizing the issuance of the Proposed Bonds, substantially in the form attached to this Resolution as Exhibit A, and incorporated herein by reference for all purposes, including the delegation of the terms of sale, if any, to each Authorized Official as set forth in the Proposed Bond Ordinance; and the Board hereby agrees to comply with all of the terms and provisions of the Proposed Bond Ordinance with relation to the administration and operation of the System and the disposition of the revenues therefrom.

2. The offering document relating to each series of the Proposed Bonds, each substantially in the form presented at this meeting, is hereby approved, the Chairman or Secretary of the Board is authorized to prepare or approve any changes or additions to these disclosure documents which shall be deemed appropriate or necessary, and the Chairman or Vice Chairman and Secretary of the Board is authorized to execute each final Official Statement on behalf of the Board.

3. Each Purchase Contract among the Senior Managing Underwriter or group of Underwriters named in such Purchase Contract (the “Purchase Contract”), the Board, and the City relating to each series of Proposed Bonds, will be approved by the Chairman or Vice Chairman of the Board or other Authorized Official, and any of them are authorized to execute each final Purchase Contract on behalf of the Board. Each Authorized Official is hereby authorized to execute the “Approval Certificate” for each series of Proposed Bonds evidencing final terms of sale thereof, if such Authorized Official, based upon the advice of the authorized representatives of the System (including its co-financial advisors), determines that the interest rates negotiated with the Senior Managing Underwriter or group of Underwriters named in the applicable Purchase Contract are acceptable and within the limits authorized by the Proposed Bond Ordinance, as described in such ordinance, pursuant to Chapters 1207, 1371, and 1502, as amended, Texas Government Code.

4. The Board recognizes that the applicable section or subsection of a Proposed Bond Ordinance entitled “Covenants to Maintain Tax Exempt Status” contain covenants of the City relating each series of Proposed Bonds. Since the proceeds of each series of the Proposed Bonds...
will be entirely within the control and disposition of the Board, the Board specifically adopts the covenants to be made by the City Council in that Section of the Proposed Bond Ordinance.

5. The Board recognizes that the applicable section or subsection of a Proposed Bond Ordinance entitled “Continuing Disclosure of Information” contain covenants of the City relating to each series of Proposed Bonds. Since certain financial information, financial status, operating data, and annual audits of the System will be entirely within the control and disposition of the Board, the Board specifically adopts the covenants to be made by the City Council in that Section of the Proposed Bond Ordinance.

6. The Board approves the delegation to each Authorized Official of the selection of the bond insurer, if any, for the Proposed Bonds, and to otherwise comply with the conditions precedent to the issuance of any series of Proposed Bonds, as authorized by the Proposed Bond Ordinance and any other matter to effectuate the intent and purpose the Proposed Bond Ordinance.

7. The professionals appointed by the Board, PFM Financial Advisors LLC and Estrada Hinojosa & Company, Inc., as the co-financial advisors, and Norton Rose Fulbright US LLP and another law firm in its role of co-bond counsel (collectively, “Co-Bond Counsel”), are authorized, upon consultation with System and City staff, to coordinate the legal and financial aspects relating to these transactions including, but not limited to, preparation of related bond documents, and to otherwise coordinate the legal and financial aspects of these matters with the national rating services and bond insurance companies (if applicable) to ensure that the System and the City receives the lowest possible interest rate for the issuance of any series of Proposed Bonds. In addition, the Board authorizes the payment of the national rating agency fees, bond insurance premiums (if any), and any and all professional fees and expenses associated with the issuance of any series of Proposed Bonds upon the approval of written invoices by any Authorized Officials, or his or her designee.

8. In order to comply with various provisions of Texas law and for the interest on the Proposed Bonds to be tax-exempt, various certificates must be provided to Co-Bond Counsel and to the Attorney General for the State of Texas; therefore, upon obtaining the advice and consent of legal counsel, the Chairman, Vice Chairman, or Secretary of the Board and each other Authorized Official are authorized to execute any certificate (including but not limited to a Certificate of Tax Exemption relating to any series of Proposed Bonds), or other documents, relating to the issuance, sale, and delivery of any series of the Proposed Bonds.

9. The Board delegates to each Authorized Official the authority to take any and all other actions consistent with the provisions of this Resolution and the Proposed Bond Ordinance to effectuate the sale, issuance and delivery of any series of the Proposed Bonds.

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

11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
12. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

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

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

[The remainder of this page intentionally left blank.]
PASSED AND APPROVED this the 10th day of December, 2019.

BOARD OF TRUSTEES, SAN ANTONIO WATER SYSTEM

________________________________________
Berto Guerra, Jr., Chairman

Attest:

_______________________________________
Amy Hardberger, Secretary
EXHIBIT A

Proposed Bond Ordinance

See Tab No. ___
TO: San Antonio Water System Board of Trustees

FROM: Douglas P. Evanson, Senior Vice President/Chief Financial Officer

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: RESOLUTION REQUESTING CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO THE ISSUANCE AND SALE OF OBLIGATIONS DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 2020B”

Board Action Date: December 10, 2019

SUMMARY AND RECOMMENDATION:

The attached resolution requests City Council authorize the issuance and sale of City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 2020B (Bonds) to the Texas Water Development Board at subsidized interest rates.

- The funding for the Capital Improvements Program (CIP) includes funds from revenues, impact fees, and debt proceeds. A portion of the debt needed to fund the CIP will be issued through the Texas Water Development Board at subsidized interest rates.

- SAWS has benefited from participation in the Clean Water State Revolving Fund of the Texas Water Development Board (TWDB) for wastewater and recycle water projects, the Water Infrastructure Fund for water supply projects, and the Drinking Water State Revolving Fund for water delivery projects. Since 1999, SAWS has placed over $850,000,000.00 in junior lien bonds with the TWDB under these programs. In November 2018, SAWS submitted an application for financial assistance under the Clean Water State Revolving Fund (CWSRF).

- In March 2019, TWDB authorized a loan in the amount of $25,285,000.00 under the CWSRF program to fund the Steven M. Clouse and Leon Creek Water Recycling Centers Electrical Improvements – Phase 2 project. The TWDB provides interest rate savings through subsidized interest rates at closing. A discount of 1.30% is provided under the CWSRF program. Based on market rate as of October 29, 2019, the true interest rate is estimated at 0.916% for a 30 year final maturity bond.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The debt service for the bonds will be paid from revenues of SAWS and are included in the current budget.
SUPPLEMENTAL INFORMATION:

SAWS' co-financial advisory team of PFM Financial Advisors and Estrada Hinojosa assisted staff in the formulation of this recommendation.

Douglas P. Evanston
Senior Vice President/Chief Financial Officer

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO WATER SYSTEM RECOMMENDING AND REQUESTING THAT THE SAN ANTONIO CITY COUNCIL TAKE CERTAIN ACTIONS WITH RESPECT TO THE ISSUANCE AND SALE OF OBLIGATIONS DESIGNATED AS “CITY OF SAN ANTONIO, TEXAS WATER SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 20B”; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, pursuant to the authority contained in (i) Chapter 1502, as amended, Texas Government Code, (ii) certain ordinances (the Senior Lien Bond Ordinances) previously adopted by the City Council (the City Council) of the City of San Antonio, Texas (the City) authorizing the issuance of the currently outstanding senior lien revenue bonds (the Previously Issued Senior Lien Bonds), (iii) certain ordinances (the Junior Lien Bond Ordinances) authorizing the issuance of the currently outstanding junior lien revenue bonds (the Previously Issued Junior Lien Bonds), (iv) certain ordinances (the Subordinate Lien Bond Ordinances) previously adopted by the City Council authorizing the issuance of subordinate lien revenue bonds and obligations arising under a related credit agreement, and (v) an ordinance adopted by the City Council relating to the implementation of a commercial paper program (the Commercial Paper Ordinances) under which is issued from time to time subordinate lien commercial paper notes (the Commercial Paper Notes), the complete management and control of the water system (the System) of the City is vested in a Board of Trustees known as the San Antonio Water System (the Board), during the period of time any of such foregoing obligations are outstanding and unpaid; and

WHEREAS, the Board has determined that approximately $25,285,000 in junior lien revenue bonds to be designated as “City of San Antonio, Texas Water System Junior Lien Revenue Bonds, Series 20B” (the Series 2020B Bonds) should now be issued by the City and sold to the Texas Water Development Board (the TWDB) pursuant to its Clean Water State Revolving Fund Program, which Series 2020B Bonds the TWDB has committed to purchase by resolution of its governing body, to provide funds to (i) build, improve, extend, enlarge, equip, and repair the System, (ii) to fund the increase in the required reserve amount attributable to the issuance of such Series 2020B Bonds, and (iii) pay certain costs of their issuance; and

WHEREAS, by virtue of the authority and power vested in the Board with reference to the expenditure and application of the revenues of the System and to comply with the terms and conditions prescribed in the Senior Lien Bond Ordinances and Junior Lien Bond Ordinances, respectively, for the issuance of additional bonds payable from and secured by a junior and inferior lien on and pledge of the Net Revenues of the System, it is necessary and proper for the Board to formally request the City Council to authorize and sell the Series 2020B Bonds, consent to the issuance of the same, approve the ordinance authorizing the Series 2020B Bonds,
including the approval of the respective disclosure documents relating thereto and the purchase of
bond insurance, if any, along with approving, to the extent applicable or required, the manner of
funding the respective Required Reserve Amount relating to the Series 2020B Bonds, with cash
(whether deposited to the Reserve Fund at transaction closing or over time) or to purchase a surety
or other insurance policy, if any, and agree to comply with all the terms and provisions of such
ordinances, including, but not limited to, those relating to the operation of the System and the
handling of the proceeds of the Series 2020B Bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES
OF THE SAN ANTONIO WATER SYSTEM THAT:

1. The City Council is hereby formally requested to authorize and sell fixed rate junior lien
   revenue bonds, earlier defined herein as the Series 2020B Bonds in a principal amount not to
   exceed the resultant amount upon application of the limitations described in the preamble hereof,
   payable from a junior and inferior lien on and pledge of the Net Revenues of the System; and the
   Board by the adoption of this Resolution hereby evidences its consent to the issuance and sale of
   such series of junior lien revenue bonds and the payment thereof from the Net Revenues of the
   System on the level of priority specified above, as well as its approval of an ordinance (the
   Ordinance) authorizing the issuance of the “City of San Antonio, Texas Water System Junior Lien
   Revenue Bonds, Series 2020B”, substantially in the form attached to this Resolution as Exhibit
   A and incorporated herein by reference for all purposes, including delegation of the authority to
   finalize the terms of sale to each Authorized Official as set forth in the Ordinance; and the Board
   hereby agrees to comply with all of the terms and provisions of the Ordinance with relation to the
   administration and operation of the System and the disposition of the revenues therefrom.

2. The Board recommends that the City Council approve the sale of the Series 2020B Bonds
to the TWDB at the purchase price of par, less the TWDB’s fee (as specified in the Ordinance), if
any, and no accrued interest, and to authorize an Authorized Official to execute an “Approval
Certificate” relating to the Series 2020B Bonds evidencing final terms of sale thereof, if such
Authorized Official, based upon the advice of the officials, employees, consultants and other
representatives of the System (including its co-financial advisors), determines that the interest rates
offered by the TWDB are acceptable and within the limits authorized by, and as described in, the
Ordinance and pursuant to Chapters 1371 and 1502, as amended, Texas Government Code.

3. The offering document relating to the Series 2020B Bonds (being a Private Placement
Memorandum), substantially in the form presented at this meeting, is hereby approved, the Chair
or Secretary of the Board is authorized to prepare or approve any changes or additions to these
disclosure documents which shall be deemed appropriate or necessary, and the Chair or Vice Chair
and Secretary of the Board is authorized to execute the final Private Placement Memorandum on
behalf of the Board.

4. The Board recognizes that Section 36 of the Ordinance relating to “Covenants to Maintain
Tax Exempt Status” contains covenants of the City relating to the Series 2020B Bonds. Since the
proceeds of the Series 2020B Bonds will be entirely within the control and disposition of the
Board, the Board specifically adopts the covenants to be made by the City Council in Section 36
of the Ordinance.
5. The Board recognizes that Section 53 of the Ordinance relating to “Continuing Disclosure Undertaking” contains covenants of the City relating to the Series 2020B Bonds. Since certain financial information, financial status, operating data, and annual audits of the System will be entirely within the control and disposition of the Board, the Board specifically adopts the covenants to be made by the City Council in Section 53 of the Ordinance.

6. The Board approves the delegation to each Authorized Official to comply with the conditions precedent to the issuance of the Series 2020B Bonds, as authorized by the Ordinance and any other matter to effectuate the respective intent and purpose of the Ordinance. In addition to the foregoing, each Authorized Official is hereby delegated the authority to execute any reimbursement, credit, or similar agreement governing the terms and conditions by which the City will be obligated to repay the provider of a debt service reserve surety policy in the event that such policy is ever drawn upon, a substantially final copy of which is attached hereto as Exhibit B and is hereby approved by the Board.

7. The professionals appointed by the Board, PFM Financial Advisors LLC and Estrada Hinojosa & Company, Inc., as the co-financial advisors, and Norton Rose Fulbright US LLP and Kassahn & Ortiz, P.C. as co-bond counsel, are authorized, upon consultation with System and City staff, to coordinate the legal and financial aspects relating to the transaction including, but not limited to, preparation of related bond documents, and to otherwise coordinate the legal and financial aspects of this matter with the national rating services and bond insurance companies (if applicable) to ensure that the System and the City receives the lowest possible interest rate for the issuance of the Series 2020B Bonds. In addition, the Board authorizes the payment of the national rating agency fees, bond insurance and surety bond premiums (if any), and any and all professional fees and expenses associated with the issuance of the Series 2020B Bonds upon the approval of written invoices by any Authorized Officials, or his or her designee.

8. In order to comply with various provisions of Texas law and for the interest on the Series 2020B Bonds to be tax-exempt, various certificates must be provided to Co-Bond Counsel and to the Attorney General for the State of Texas; therefore, upon obtaining the advice and consent of legal counsel, the Chair, Vice Chair, or Secretary of the Board and each other Authorized Official are authorized to execute any certificate (including but not limited to a Certificate of Tax Exemption relating to the Series 2020B Bonds), or other documents, relating to the issuance, sale, and delivery of the Series 2020B Bonds.

9. The Board delegates to each Authorized Official the authority to take any and all other actions consistent with the provisions of this Resolution and the Ordinance to effectuate the sale, issuance and delivery of the Series 2020B Bonds.

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

11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
12. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

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

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

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PASSED AND APPROVED this the 10th day of December, 2019.

BOARD OF TRUSTEES, SAN ANTONIO WATER SYSTEM

__________________________________________
Berto Guerra, Jr., Chairman

Attest:

__________________________________________
Amy Hardberger, Secretary

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EXHIBIT A

Ordinance

See Tab No. 1
EXHIBIT B

Form of Debt Service Reserve Surety Policy

N/A