LOST PINES GROUNDWATER CONSERVATION DISTRICT

Board Meeting
Wednesday, July 22, 2020 – 7:00 p.m.
Public toll-free dial-in number: 1-888-757-2790
Participant access code: 4805639

TELEPHONIC MEETING PURSUANT TO THE OFFICE OF THE GOVERNOR’S TEMPORARY SUSPENSION OF CERTAIN OPEN MEETINGS ACT LAWS DUE TO THE NOVEL CORONAVIRUS

AGENDA

The subjects to be discussed or considered, or upon which any formal actions may be taken, are as listed below. Items may or may not be taken in the same order as shown on the meeting notice.

1) Call to Order – President Michael Talbot
2) Welcome and Introductions.
3) Public Comments – limit 3 minutes each person.
4) Review and approval of the minutes of the June 17, 2020 regular board meeting. President Talbot
5) Consideration of and possible action on the 2019 Audit Report
6) Consideration and possible action on filling Board vacancy for Bastrop County.
7) Consideration and possible action on filling the secretary/treasurer officer position.
8) Consideration and possible action regarding proposed agreement between the District and Negrete & Kolar Architects LLP for architectural and related services in connection with District administrative and office building project.
9) Consideration and possible action on the creation of a message board for Board member usage pursuant to Texas Government Code Section 551.006.
11) General Manager’s Report.
   a) New well activity
   b) Monitoring report
   c) Update on Architectural Services
   d) Upcoming meetings
      i) GMA 12 : July 24th 10 a.m. meeting will be conducted virtually
12) Discussion of Lost Pines Groundwater Conservation District legislation, related legislation and/or activities occurring that affect or pertain to the District and Groundwater.
13) Consideration of conferences, meetings and educational opportunities Board members desire to attend.
14) Consideration of agenda calendar and events.

Adjourn.

Date: 7-17-2020

Peggy Campion, Assistant Secretary
Note: The Board may recess into Executive Session to consult with its attorneys regarding any posted matter in which the Board may seek the advice of its attorneys under Government Code 551.071 or for any action on the agenda for which a closed session is permitted by law, and will reconvene in open session for any appropriate action on any matter considered in Executive Session.

Note on Public Comments: The Board will receive comments from the public on any matters within the jurisdiction of the Lost Pines Groundwater Conservation District. However, the Board will not hear public comments related to any contested case hearing or other litigation matter that is subject to a prohibition on ex parte communications (including a contested permitting matter) between the conclusion of the public hearing for such matter and the date the Board considers a proposal for decision or renders a final decision on the matter. The Board will not take action on public comments, but may request that matters addressed during public comments be placed on a future agenda for consideration.

Persons with disabilities who plan to attend the District’s agenda and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print, or Braille are requested to contact Peggy Campion, Assistant Secretary, at 512-360-5088 at least two (2) work days prior to the agenda, so that appropriate arrangements can be made. Persons who desire the assistance of an interpreter in conjunction with their oral presentation at this district agenda are requested to contact Peggy Campion, Assistant Secretary, at 512-360-5088 at least five (5) days prior to the agenda so that appropriate arrangements can be made.
Subject to revisions
Lost Pines Groundwater Conservation District

Board of Directors Agenda Minutes

Wednesday, June 17, 2020

The Board of Directors convened at 7:10 p.m. in a telephonic meeting pursuant to public notice having been given, pursuant to the Office of the Governor’s temporary suspension of certain open meetings act laws due to the novel coronavirus. The following members of the Board were present: President, Michael Talbot; Vice-President, Billy Sherrill; Directors: Herbert Cook, Phil Cook, Larry Schatte, Michael Simmang, Sheril Smith and Carl Steinbach.

Staff members present: Jim Totten, General Manager; Peggy Campion and Dana Goertz.

Consultants present: Natasha Martin and Matt Kutac, Attorneys and Andy Donnelly, Hydrogeologist.

The following members of the public attended the meeting: see attachment one (1).

1. President Talbot called the meeting to order.

2. Welcome and introductions. President Talbot recognized a moment of silence for the passing of former Board Director Doug Prinz.

3. Public Comments. The Board heard comments from the public.

4. Review and approval of the minutes of the February 26, 2020 regular Board meeting. Director Steinbach moved to approve the minutes of the February 26, 2020 regular Board meeting. Director P. Cook seconded the motion, which carried unanimously.

5. Consideration and possible action on setting a timeline and schedule for future meetings. Future Board meetings will continue by telephone until deemed safe to meet in public.

6. Consideration and possible action on the creation of an online message board for Board member usage. President Talbot asked Attorney Natasha Martin to give a summary of the laws and policies applicable to the online message board. Natasha Martin briefed the board on the requirements to host an online message board and the applicability of the Texas Open Meetings Act to online message board communications. The Board asked several questions of its attorney and General Manager Jim Totten about the limitations of the online message board and the benefit of the message board. District Staff agreed to prepare a memo in coordination with its attorneys on the feasibility of the online message board, its benefit, and the legal implications. Director Simmang moved to take no action until the Board is presented with the benefits of creating and maintaining an online message board. Director Schatte seconded the motion, which failed with and Directors Simmang, Schatte, H. Cook, and Steinbach voting in favor, and Vice-President Sherrill and Directors Smith, and P. Cook voting against. A second motion was presented.
Director Smith moved to reconsider this item when the Board adopts a budget, has a full board, and has reviewed information provided by Legal Counsel in the memo discussed. Director P. Cook seconded the motion, which failed with Directors H. Cook, Smith, and P. Cook voting in favor, and Vice-President Sherrill and Directors Simmang, Schatte, and Steinbach voting against. President Talbot committed to working with Legal Counsel on the previously discussed memo to bring the matter back to the Board at a later date.

7. *Discussion of possible items for a future workshop meeting.* The Board discussed items that could be placed on an agenda for a workshop to aid Board members.

8. *Discussion of process for filling Board vacancy for Bastrop County.* The Bastrop County directors met to discuss the process for recommending a candidate to fill the vacancy on the Board. The Bastrop County directors will meet again to select candidates to interview.

9. *Consideration and possible action on modifying District signature authority for banking.* With the passing of Doug Prinz, a signatory on the District bank account, Director P. Cook moved to remove said signature from the bank account. Director Smith seconded the motion, which carried with Vice-President Sherrill and Directors P Cook, Simmang, Schatte, H. Cook and Smith voting in favor. Director Steinbach was absent from this point going forward in the meeting.

10. *Consideration of the financial report for the period of May 1, 2020 through May 31, 2020.* General Manager Totten presented the financial report. All Board members acknowledged receipt of the financial report.


12. *Consideration of conferences, meetings and educational opportunities Board members desire to attend.* There were none at this time.

13. *Consideration of agenda calendar and events.* The next regular meeting of the Board of Directors will be a telephonic meeting in July, 2020.

President Talbot adjourned the meeting at 8:44 p.m.

Approved:

_________________________________  _______________________________________
President Michael Talbot                  Assistant Secretary Peggy Campion
LOST PINES GROUNDWATER
CONSERVATION DISTRICT

ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2019

SINGLETON, CLARK
& COMPANY, PC  CERTIFIED PUBLIC ACCOUNTANTS
# TABLE OF CONTENTS

## FINANCIAL SECTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditor’s Report</td>
<td>1</td>
</tr>
<tr>
<td>Management’s Discussion and Analysis</td>
<td>5</td>
</tr>
<tr>
<td><strong>Basic Financial Statements</strong></td>
<td></td>
</tr>
<tr>
<td>Proprietary Fund Financial Statements</td>
<td></td>
</tr>
<tr>
<td>Statement of Net Position – Proprietary Fund</td>
<td>10</td>
</tr>
<tr>
<td>Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund</td>
<td>11</td>
</tr>
<tr>
<td>Statement of Cash Flows – Proprietary Fund</td>
<td>13</td>
</tr>
<tr>
<td>Notes to the Financial Statements</td>
<td>17</td>
</tr>
<tr>
<td><strong>Other Reporting</strong></td>
<td></td>
</tr>
<tr>
<td>Statement of Revenues, Expenses, and Changes in Net Position – Budget and Actual – Proprietary Fund</td>
<td>25</td>
</tr>
<tr>
<td>Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <em>Government Auditing Standards</em></td>
<td>27</td>
</tr>
<tr>
<td>Schedule of Findings and Questioned Costs</td>
<td>31</td>
</tr>
</tbody>
</table>
FINANCIAL SECTION
Independent Auditor’s Report

To the Board of Directors of
Lost Pines Groundwater Conservation District

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of the Lost Pines Groundwater Conservation District (the “District”) as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the District as of December 31, 2019, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.
THIS PAGE LEFT BLANK INTENTIONALLY
Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis section and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated April 24, 2020 on our consideration of the District’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District’s internal control over financial reporting and compliance.

Singleton, Clark & Company, PC.

Cedar Park, Texas

April 24, 2020
As management of the Lost Pines Groundwater Conservation District (the “District”), we offer readers of the District’s financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended December 31, 2019.

**Financial Highlights**

- As of year-end, the District’s net position was $2,979,868 which reflects a $483,572 increase from the prior year. Of this ending amount, $2,949,710 represents unrestricted net position which is available to meet the District’s obligations.

**Overview of the Financial Statements**

The discussion and analysis provided here are intended to serve as an introduction to the District’s basic financial statements. The District’s basic financial statements consist of two components: 1) fund financial statements and 2) the notes to financial statements. This report also includes other information intended to furnish additional detail to support the basic financial statements themselves.

**Fund Financial Statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Proprietary Funds.** The District uses an enterprise fund to account for groundwater conservation operations. The proprietary fund financial statements provide information for the groundwater conservation operation which is considered the only fund of the District.

The basic proprietary fund financial statements can be found on pages 10-13 of this report.

**Notes to the Financial Statements.** The notes provide additional information that is necessary to acquire a full understanding of the data provided in the fund financial statements.

The notes to the financial statements can be found on pages 17-21 of this report.

**Overall Financial Analysis**

As noted earlier, net position over time, may serve as a useful indicator of a government’s financial position. In the case of the District, assets exceeded liabilities by $2,979,868 at the close of the most recent fiscal year.

A small portion of District’s net position, about 1%, reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), less any related outstanding debt (if applicable) that was used to acquire those assets. As of year-end the District had $30,158 of land. Accordingly, these assets are not available for future spending.

The remaining balance of $2,949,710 is unrestricted and may be used to meet the District’s ongoing obligations. At the end of the current fiscal year, the District is able to report positive balances in all reported categories of net position for business-type activities.
The District’s overall net position increased by $483,572 from the prior fiscal year. The reasons for this overall increase are discussed in the following section for business-type activities.
Financial Analysis of Proprietary Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Proprietary Funds

Unrestricted net position of the District at the end of the year was $2,949,710. The total change in net position for the fund was an increase of $483,572. The increase resulted primarily from lower than budgeted expenses and higher than expected revenues for the year.

Capital Assets and Debt Administration

Capital Assets. The District’s investment in capital assets for its business-type activities as of December 31, 2019, amounts to $30,158 net of accumulated depreciation. This investment in capital assets consists of land.

<table>
<thead>
<tr>
<th></th>
<th>Business-type Activities</th>
<th>Business-type Activities</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>$30,158</td>
<td>$30,158</td>
<td>$ -</td>
</tr>
<tr>
<td>Furniture and Equipment</td>
<td>10,904</td>
<td>10,904</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>41,062</td>
<td>41,062</td>
<td>-</td>
</tr>
<tr>
<td>Less Accumulated Depreciation</td>
<td>(10,904)</td>
<td>(10,904)</td>
<td>-</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$30,158</td>
<td>$30,158</td>
<td>$ -</td>
</tr>
</tbody>
</table>

Additional information on the District’s capital assets can be found in Note III.C on page 21 of this report.

Long-term Debt. At the end of the current fiscal year, the District did not have any outstanding debt.

Economic Factors and Next Year’s Budgets and Rates

There are no significant changes planned to the operations of the District for next year. The adopted budget for the District for fiscal year 2020 is approximately $1.3 million.

Requests for Information

This financial report is designed to provide a general overview of the Lost Pines Groundwater Conservation District finances for all those with an interest in the District’s finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Lost Pines Groundwater Conservation District, 908 N. West Loop 230, Smithville, Texas 78957, or by calling (512) 360-5088.
THIS PAGE LEFT BLANK INTENTIONALLY
PROPRIETARY FUND FINANCIAL STATEMENTS
## ASSETS
**Current assets:**
- Cash and cash equivalents
- Investments
- Accounts receivable

**Total current assets**

**Noncurrent assets:**
- Land
- Furnishings and equipment
- Accumulated depreciation

**Total noncurrent assets**

**Total assets**

## LIABILITIES
**Current liabilities:**
- Accounts payable
- Permit deposits

**Total liabilities**

## NET POSITION
**Investment in capital assets
Unrestricted

**Total net position**

The notes to the financial statements are an integral part of this statement.
<table>
<thead>
<tr>
<th>Business-Type Activities</th>
<th>Operating Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating revenues:</td>
<td></td>
</tr>
<tr>
<td>Pumping charges</td>
<td>$ 1,295,387</td>
</tr>
<tr>
<td>Total operating revenues</td>
<td>1,295,387</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating expenses:</td>
<td></td>
</tr>
<tr>
<td>Personnel services</td>
<td>261,841</td>
</tr>
<tr>
<td>Purchased professional and technical services</td>
<td>540,153</td>
</tr>
<tr>
<td>Other operating expenses</td>
<td>72,526</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>874,520</td>
</tr>
<tr>
<td>Operating income (loss)</td>
<td>420,867</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonoperating revenues (expenses)</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td>62,705</td>
</tr>
<tr>
<td>Total nonoperating revenues (expenses)</td>
<td>62,705</td>
</tr>
<tr>
<td>Change in net position</td>
<td>483,572</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Net position-beginning</td>
<td>2,496,296</td>
</tr>
<tr>
<td>Net position-ending</td>
<td>$ 2,979,868</td>
</tr>
</tbody>
</table>

The notes to the financial statements are an integral part of this statement.
<table>
<thead>
<tr>
<th>Business-Type Activities</th>
<th>Operating Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CASH FLOWS FROM OPERATING ACTIVITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Receipts from user charges</td>
<td>$1,268,248</td>
</tr>
<tr>
<td>Payments to suppliers and service providers</td>
<td>$(582,359)</td>
</tr>
<tr>
<td>Payments to employees for salaries and benefits</td>
<td>$(261,841)</td>
</tr>
<tr>
<td>Net cash provided by (used for) operating activities</td>
<td>$424,048</td>
</tr>
<tr>
<td><strong>CASH FLOWS FROM INVESTING ACTIVITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Purchase of investments</td>
<td>$(363,123)</td>
</tr>
<tr>
<td>Interest on investments</td>
<td>$62,705</td>
</tr>
<tr>
<td>Net cash provided by investing activities</td>
<td>$(300,418)</td>
</tr>
<tr>
<td>Net increase (decrease) in cash and cash equivalents</td>
<td>$123,630</td>
</tr>
<tr>
<td><strong>Cash and cash equivalents-beginning</strong></td>
<td>$283,000</td>
</tr>
<tr>
<td><strong>Cash and cash equivalents-ending</strong></td>
<td><strong>$406,630</strong></td>
</tr>
</tbody>
</table>

**Reconciliation of operating income (loss) to net cash provided (used for) operating activities:**

Operating income (loss) | $420,867

Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:

| (Increase) decrease in accounts receivable | $(27,139)      |
| (Decrease) increase in accounts payable | $24,020        |
| (Decrease) increase in customer deposits | $6,300         |
| **Total adjustments** | **3,181**       |

Net cash provided by (used for) operating activities | **$424,048**

The notes to the financial statements are an integral part of this statement.
THIS PAGE LEFT BLANK INTENTIONALLY
NOTES TO THE FINANCIAL STATEMENTS
I. Summary of significant accounting policies

A. Reporting entity

The Lost Pines Groundwater Conservation District (the “District”) was created by an act of the Texas Legislature with the sole purpose of protecting the water supply for the residents of Bastrop County and Lee County. The District is governed locally by ten citizens, five from each respective county, who have been appointed by their respective county commissioners courts to serve as directors for a term of four years. Their charge is to determine how to best protect the underground aquifer from over-pumping so that there will be enough water for everyone, now and in the future.

The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing accounting and financial reporting principles. The significant accounting principles and policies utilized by the District are described in the notes that follow.

B. Basis of presentation – fund financial statements

The fund financial statements provide information about the District’s sole fund. The emphasis of fund financial statements is on major funds. Major individual enterprise funds are reported as separate columns in the fund financial statements.

The District reports the following major enterprise fund:

The Operating Fund accounts for the activities of the District.

C. Measurement focus and basis of accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

Enterprise funds (proprietary funds) are reported using the economic resources measurement focus and the accrual basis of accounting.

D. Budgetary information

Budgetary basis of accounting

The District follows these procedures in establishing data reflected in the financial statements:

The general manager submits to the board of directors the proposed budget. The directors may insert new items or may increase or decrease items of the budget, except items in proposed expenses fixed by law, but where it increases the total proposed expenses, it also provides for an increase in the total anticipated revenue to at least equal such total proposed expenses.
The budget is adopted by a majority vote of the board of directors. The general manager may at any time transfer any unused appropriation balance or portion thereof between general classifications of expenses. Therefore, expenses should not exceed appropriations. The directors may transfer any unencumbered appropriation balance or portion thereof through formal budget amendments. Unencumbered appropriations lapse at year-end.

Budget amounts are as originally adopted prior to the beginning of the year or as amended by the board of directors during the year. Annual budgets are prepared for the proprietary fund on the generally accepted accounting principles basis.

E. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balance

1. Cash and cash equivalents

The District’s cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

2. Investments

Investments for the government are reported at fair value (generally based on quoted market prices) except for positions in local government investment pools when applicable. In accordance with state law, these investment pools operate in conformity with all of the requirements of the Securities and Exchange Commission’s (SEC) Rule 2a7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, the pools qualify as 2a7-like pools and are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method. The pools are subject to regulatory oversight by the State Treasurer, although it is not registered with the SEC.

3. Inventories and prepaid items

The District does not have any inventory or prepaids as of year-end.

4. Capital assets

Capital assets (which include property, plant, equipment, and infrastructure assets e.g. roads, bridges, sidewalks, and similar items) are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life of more than one year.

As the District constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at their estimated fair value at the date of donation.

Land and construction in progress are not depreciated. The other property, plant, equipment, and infrastructure of the primary government are depreciated using the straight line method over the estimated useful lives. The District does not have any depreciable asset as of year-end.
5. Net position flow assumption

Sometimes the District will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

F. Revenues and expenses/expenses

1. Proprietary funds operating and nonoperating revenues and expenses

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Operating fund are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

II. Stewardship, compliance and accountability

A. Violations of legal or contractual provisions

There were no expenses reported in excess of appropriations for the year ended December 31, 2019.

B. Deficit net position

For the year ended December 31, 2019, the District did not report deficit net position.

III. Detailed notes on all activities and funds

A. Cash deposits with financial institutions

Custodial credit risk-deposits. In the case of deposits, this is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. For the year ended December 31, 2019, the District’s did not have a cash balance that exceeded its coverage (FDIC and/or pledged collateral).
III. Detailed notes on all activities and funds (continued)

B. Investments

The state treasurer’s investment pool (the “Pool”) operates in accordance with state law, which requires it to meet all of the requirements of Rule 2a-7 of the Securities and Exchange Commission. See note 1.E.2, Investments, for a discussion of how the shares in the Pool are valued. Local government investment pools in this rating category meet the highest standards for credit quality, conservative investment policies, and safety of principal. The Pool invests in a high quality portfolio of debt securities investments legally permissible for municipalities and school districts in the state. The government utilizes a pooled investment concept for all its funds to maximize its investment program. Investment income from this internal pooling is allocated to the respective funds based upon the sources of funds invested. State statutes authorize the District to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements, and the state treasurer’s investment pool.

As of December 31, 2019, the District had the following investments:

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Maturity Time in Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less than 1</td>
</tr>
<tr>
<td>TexPool Investment Pool</td>
<td>$2,612,922</td>
</tr>
<tr>
<td>Total Investments</td>
<td>$2,612,922</td>
</tr>
</tbody>
</table>

Interest rate risk. In accordance with its investment policy, the District manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to less than ten months.

Credit risk. State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs). It is the District’s policy to limit its investments in these investment types to the top rating issued by NRSROs. As of December 31, 2019, the District’s investment in the TexPool Investment Pool was rated AAAm by Standard & Poor’s.

Concentration of credit risk. The District’s investment policy does not allow for an investment in any one issuer that is in excess of 5 percent of the government’s total investments. This restriction however does not apply to government investment pools due to the low risk nature of this type of investment.

Custodial credit risk-investments. For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.
III. Detailed notes on all activities and funds (continued)

C. Capital Assets

Capital assets activity for the year ended December 31, 2019, was as follows:

<table>
<thead>
<tr>
<th>Business-Type Activities:</th>
<th>Balance</th>
<th>Increases</th>
<th>Decreases</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/1/19</td>
<td>12/31/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital assets, not being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>$ 30,158</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 30,158</td>
</tr>
<tr>
<td>Total capital assets, not being depreciated</td>
<td>30,158</td>
<td>-</td>
<td>-</td>
<td>30,158</td>
</tr>
<tr>
<td>Capital assets, being depreciated:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Machinery, equipment, and vehicles</td>
<td>10,904</td>
<td>-</td>
<td>-</td>
<td>10,904</td>
</tr>
<tr>
<td>Total capital assets, being depreciated</td>
<td>10,904</td>
<td>-</td>
<td>-</td>
<td>10,904</td>
</tr>
<tr>
<td>Less accumulated depreciation for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Machinery, equipment, and vehicles</td>
<td>(10,904)</td>
<td>-</td>
<td>-</td>
<td>(10,904)</td>
</tr>
<tr>
<td>Total accumulated depreciation</td>
<td>(10,904)</td>
<td>-</td>
<td>-</td>
<td>(10,904)</td>
</tr>
<tr>
<td>Total capital assets being depreciated, net</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Business-type activities capital assets</td>
<td>$ 30,158</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 30,158</td>
</tr>
</tbody>
</table>

D. Risk management

The District is exposed to various risks of loss related to torts, theft, damage, or destruction of assets, errors and omissions, injuries to employees, and natural disasters. During fiscal year 2019, the District purchased commercial insurance to cover general liabilities. There were no significant reductions in coverage in the past fiscal year and there were no settlements exceeding insurance coverage for each of the past three fiscal years.

E. Commitments and Contingencies

The District was not involved in any litigation at year end which would require recording/disclosure.

F. Subsequent Events

The District has evaluated subsequent events through April 24, 2020 which represents the date this report was available to be issued; and as a result, no events were noted which require recording and/or disclosure.
OTHER REPORTING
THIS PAGE LEFT BLANK INTENTIONALLY
<table>
<thead>
<tr>
<th></th>
<th>Budgeted Amounts</th>
<th>Variance With Final Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Original</td>
<td>Final</td>
</tr>
<tr>
<td><strong>Operating revenues:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pumping charges</td>
<td>$1,089,580</td>
<td>$1,089,580</td>
</tr>
<tr>
<td>Total operating revenues</td>
<td>1,089,580</td>
<td>1,089,580</td>
</tr>
<tr>
<td><strong>Operating expenses:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel services</td>
<td>279,369</td>
<td>283,369</td>
</tr>
<tr>
<td>Purchased professional and technical services</td>
<td>655,000</td>
<td>657,000</td>
</tr>
<tr>
<td>Other operating expenses</td>
<td>155,211</td>
<td>149,211</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>1,089,580</td>
<td>1,089,580</td>
</tr>
<tr>
<td><strong>Excess (deficiency) of revenues over expenditures</strong></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Nonoperating revenues (expenses)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total non-operating revenue (expenses)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net change in net position</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net position - beginning</td>
<td>$2,496,296</td>
<td>$2,496,296</td>
</tr>
<tr>
<td>Net position - ending</td>
<td>$2,496,296</td>
<td>$2,496,296</td>
</tr>
</tbody>
</table>
THIS PAGE LEFT BLANK INTENTIONALLY
INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of
Lost Pines Groundwater Conservation District:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the business-type activities of Lost Pines Groundwater Conservation District (the “District”), as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements, and have issued our report thereon dated April 24, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of District’s internal control. Accordingly, we do not express an opinion on the effectiveness of District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether District’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.
Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Singleton, Clark & Company, PC.
Cedar Park, Texas

April 24, 2020
SECTION I – SUMMARY OF AUDITOR’S RESULTS

FINANCIAL STATEMENTS

Type of auditor’s report issued: Unmodified

Internal control over financial reporting:
- Material weakness(es) identified? □ Yes □ No
- Significant deficiencies identified that are not considered to be material weaknesses? □ Yes □ No None reported

Noncompliance material to financial statements noted? □ Yes □ No

FEDERAL AWARDS

Under the guidelines of federal Uniform Guidance, a Single Audit was not required due to expenses of federal awards being below $750,000.

SECTION II – FINANCIAL STATEMENT FINDINGS

Findings Related to Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards:

No findings or questioned costs required to be reported in accordance with Government Auditing Standards for the years ended December 31, 2019 and 2018.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

Findings Related to Federal Awards Which are Required to be Reported in Accordance with Federal Uniform Guidance:

Not Applicable.
AGREEMENT made as of the ___ day of July in the year 2020.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Lost Pines Groundwater Conservation District, a political subdivision of the State of Texas
908 Loop 230
Smithville, Texas 78957

and the Architect:
(Name, legal status, address and other information)

Nguyen & Kolar Architects LLP
1720 North IH 35
Austin, Texas 78753

for the following Project:
(Name, location and detailed description)

Lost Pines Groundwater Conservation District Office Building
109 Paint Creek South Rd., Paige, Texas, 78659 (the "Paint Creek Site")

Conceptual design, site evaluation, facility design, permitting and construction phase
services related to construction of an office and public meeting space for the Owner's use
in day-to-day operations, as a staff office and in conducting Board meetings. As set forth
in detail in Section 3.2.9, the Owner may elect to modify the location of the Project, or
terminate the Project, after the conclusion of Phases I & II as described in Section 1.1.4.1.

The Owner and Architect agree as follows.
# Table of Articles

1. Initial Information
2. Architect's Responsibilities
3. Scope of Architect's Basic Services
4. Supplemental and Additional Services
5. Owner's Responsibilities
6. Cost of the Work
7. Copyrights and Licenses
8. Claims and Disputes
9. Termination or Suspension
11. Compensation
12. Special Terms and Conditions
13. Scope of the Agreement

## Article 1 - Initial Information

### § 1.1
This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution").

### § 1.1.1
The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

| Attachments X and Y of the Owner's RFO, including a 2005 survey of the Paint Creek Site and a general description of the project requirements, which are each attached hereto as Appendix 1.1.1. |

### § 1.1.2
The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Paint Creek Site is a two-acre, moderately sloping site at the intersection of State Highway 21 & Paint Creek South Rd. in Bastrop County, Texas as described in the survey provided by the Owner and included with Appendix 1.1. Additional Survey & Topographic information is available to the Owner from the Surveyor/Author of the Survey as communicated to the Architect by the Surveyor. A process for securing the data is discussed in the Proposal herein further referenced.

Additional physical characteristics of the Paint Creek Site are to be determined as a portion of the Basic Services and memorialized in the Paint Creek Site Evaluation Report be attached hereto as Appendix 3.2.8.
To the extent that a site other than the Paint Creek Site is utilized for the Project, the physical characteristics of such site will be added by amendment of this Agreement.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown)

To be determined as a portion of the Basic Services based on the data generated from the Program (Appendix 1.1), site evaluation, Preliminary Concept Studies/Design, and budget recommended by the Architect During Phase I & Phase II of the Services, as described in Sections 3.1 and 3.2.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase I & Phase II – Site Assessment, Concept Design and Recommended Budget Report to be delivered to the Owner’s Representative or presented to the Owner’s Board of Directors 90 Days after Commencement of Site Evaluation Services;

Phase III – Building & Site Design to be undertaken and delivered within six (6) months after written authorization to proceed by the Owner;

Phase IV – Bidding & Award of Contract for Construction – Within eight (8) weeks of Owner’s Initial Advertisement of Invitation for bids or proposals; and

Phase V – Construction – To be determined upon selection of a Contractor.

.2 Construction commencement date:

To be determined.

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction)

(Competitive bid or proposal relevant to Texas Government Code § 2269.)

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Compliance with State of Texas State Energy Conservation Office Criteria and Construction Industry Recognized utilization of sustainable products and systems to achieve optimum energy efficiency and minimize impact to the environment considering building orientation, and design of the facility to support sustainability.

§ 1.1.6.1 Reserved.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)
§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Matthew Kutac
P.O. Box 1032
Leach, TX 78957
Phone: 830-694-5088
Email: mkutac@mbkfirm.com

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

1. Geotechnical Engineer:
   Not applicable -- the Architect shall retain a geotechnical engineer as identified in § 1.1.1.1.

2. Civil Engineer:
   Not applicable -- the Architect shall retain a civil engineer as identified in § 1.1.1.1.

3. Other, if any:
   (List any other consultants and contractors retained by the Owner.)
   A third party construction monitoring and inspection consultant may be selected and retained by the Owner.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David Negrete AIA, 11720 N. IH 35 Austin, Texas 78753; dnegrete@pekoarch.com
Jason George - Registered Architect, 11720 N.IH 35 Austin, Texas 78753; jgeorge@pekoarch.com
Bruce W. Menke - Senior PM; 11720 N IH 35, Austin, Texas 78753; bmenke@pekoarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1. Structural Engineer:
   "Halsey Engineering"
   210 Barton Springs Rd., Ste 250
   Austin, Texas 78704

2. Mechanical/Electrical/Data Engineer:
Civil Engineer:

Conveyance Civil Engineering
201 South MoPac Epywy, Building 1, Ste 300
Austin, Texas 78746

Note: Traffic Engineering will be provided through Civil Engineer.

Geotechnical Engineer:

Millennium Engineers Group Inc.
1601 Rutherford Lane, Suite A100
Austin, Texas 78754

§ 1.1.11.2 Consultants retained under Supplemental Services:

Any additional consultants identified by the Architect as necessary and appropriate for completion of Supplemental Services remain subject to the written approval of the Owner.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The Architect’s Final Proposal for Professional Services dated March 2020, attached hereto as Appendix 1.1.12 (the “Proposal”).

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may agree to appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation, as necessary. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information, unless such changes render the Project unfeasible or undesirable for the Owner, in which case the Owner shall have the right to terminate for the Owner’s convenience.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. The Architect will submit proposed protocols to the Owner for review and approval by the Owner’s Representative.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall
perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement with insurance companies licensed to do business in the state of Texas and rated "A+, VIII" or better by A.M. Best Company. If any insurance in addition to the types and limits set forth in the following shall become necessary in connection with the Project, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($1,000,000) for each occurrence and One Million ($1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($1,000,000) each accident, One Million ($1,000,000) each disease, each employee occurrence, and One Million ($1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate. The Architect shall provide the Owner's Representative with a copy of the insurance policy satisfying this request upon execution of this Agreement.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions, and provide for a waiver of subrogation as to Owner. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect shall perform the Basic Services described in this Article 3 or annotated as "By Architect" in Section 4.1 in accordance with all applicable local, state and federal laws and requirements (including without limitation the Texas Accessibility Standards and the Americans with Disabilities Act), which will include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or annotated as "By Architect" in Section 4.1 are Supplemental or Additional Services.
§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner's Representative. In addition, the Architect shall attend meetings of the Owner's Board of Directors as necessary or upon request of the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 Within fifteen (15) days after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. If the Architect is aware of a directive, substitution or acceptance that the Architect does not approve, the Architect shall advise the Owner of such disapproval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities, and assist the Owner in obtaining necessary approvals and services. The Architect shall complete and submit applications and other necessary documentation required in connection with obtaining utility services and governmental approvals. The Owner shall provide information in the Owner's possession that is necessary or beneficial in connection with such submittals.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services
§ 3.2.1 The Architect shall assist the District in developing the program and review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall assist the Owner in developing the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project, which shall be subject to the approval of the Owner.

§ 3.2.3 The Architect shall present a preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project, which understanding must be approved by official action of the Owner's Board of Directors.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. If the Owner elects not to proceed with the Project at the Paint Creek Site pursuant to the Owner's rights under § 3.2.9, the preliminary design approved by the Owner may be used to assist in identifying an alternative site for the Project.
§ 3.2.5 Based on the Owner's approval of the preliminary design, but only after the Owner's approval of the Paint Creek Site and subject to the Owner's rights under § 3.2.9, the Architect shall prepare Schematic Design Documents for presentation to the Owner's Board of Directors for approval at a meeting duly noticed under the Texas Open Meetings Act. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design Documents will be reviewed with the Owner's Representative prior to the meeting at which they are presented.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect shall conduct a comprehensive evaluation of the feasibility of the Paint Creek Site as a site for the Project. This evaluation will include review, analysis and recommendations with respect to geotechnical and topographical considerations, requirements of governmental authorities required to approve the Construction Documents and entities providing utility services, Project component siting, availability and quality of utilities, telecommunication services and internet services, onsite sewage facility requirements, stormwater, drainage and water quality requirements for the Project, access, egress and traffic analyses (including, if required, performing a traffic impact analysis in coordination with the Texas Department of Transportation), and identification of all government building codes, requirements under the Americans with Disabilities Act, and other federal, state or local laws, regulations and requirements to be applied to the Project and approvals and permits that must be obtained in order to develop the Paint Creek Site for the Project. The Architect shall prepare a written report detailing its evaluations and recommendations with respect to the Paint Creek Site and estimated costs of development of the Project on such site (the "Paint Creek Site Evaluation Report"), which will be attached hereto as Appendix 3.2.8. The Paint Creek Site Evaluation Report will be submitted to the Owner for consideration within ninety (90) days of the Architect's commencement of the comprehensive evaluation.

§ 3.2.9 After the Architect submits the Paint Creek Site Evaluation Report, the Architect will meet with the Owner to answer questions about the Paint Creek Site and the Architect's evaluation. The Owner must approve the Paint Creek Site as the site for the Project prior to performance of any of the Basic Services described in Sections 3.3, 3.4, 3.5 and 3.6. Any Basic Services described in such Sections prior to the Owner's approval of the Paint Creek Site as the site of the Project will be at the Architect's sole cost and expense, and will not be compensated by the Owner. If the Owner does not approve the Paint Creek Site as the site for the Project, the Owner shall have the right to: (1) terminate this Agreement pursuant to Section 9.5, but without liability for "costs attributable to termination" as described in § 9.6 or any fees described in § 9.7; or (2) require that the Architect assist the Owner in identifying an alternative site for the Project, pursuant to an amendment of this Agreement or as Supplemental Services, and upon selection of an alternative site, proceed with the Project.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and
other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services
§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall assist the Owner in obtaining required permits and approvals identified in the Schematic Design Services Phase, including development permits and other permits, as necessary. Any material changes to the Schematic Design Documents previously approved by the Owner that are imposed or otherwise required as a result of the permitting process will be identified in the Architect's submission pursuant to Section 3.4.1.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding or proposal requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids or proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding or Proposals
§ 3.5.2.1 Bidding Documents for competitive bidding or proposals shall consist of applicable requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner by:
  .1 facilitating the distribution of Bidding Documents to prospective bidders;
  .2 organizing and conducting a pre-bid conference for prospective bidders;
  .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
  .4 organizing and conducting the opening of the bids or proposals, and subsequently documenting and distributing the bidding results, as directed by the Owner; and,
§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. For purposes of this Section 3.5.2, the term "prospective bidders" shall include all persons or entities that have expressed an interest in submitting a bid or proposal by attending a pre-bid conference or making written request for information necessary to submit a bid or proposal.

§ 3.5.3 Negotiated Proposals - Reserved.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ – 2017, or A105-2007, as applicable. If the Owner and Contractor modify the applicable AIA Document, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services, including without limitation assistance with evaluation of requests for Change Orders or preparation of Change Orders and Change Directives. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction in accordance with the site inspection plan attached hereto as Appendix 3.6.2.1, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Upon completion of the Work, the Architect shall provide certification to the Owner that the Project has been completed in accordance with the Contract Documents and all permits and approvals issued by governmental authorities to the best of the Architect's knowledge, information and belief based on the Architect's responsibilities described herein.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Owner shall have the right to retain a third party construction monitoring and inspection consultant to provide evaluations and inspections in addition to those performed by the Architect pursuant to this Agreement.

§ 3.6.3 Certificates for Payment to Contractor
§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility and shall be stated as such in the Agreement between the Contractor and the Owner. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information
given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

2. issue Certificates of Substantial Completion;

3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and

4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents and all permits and approvals issued by governmental authorities.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; (3) supplier and manufacturer's warranties; and (4) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
§ 4.1 Supplemental Services
§ 4.1.1 The services listed below and annotated as "By Architect" are included in Basic Services required for the Project. The Architect shall provide other listed Supplemental Services from the table below if specifically requested after execution of this Agreement, and the Owner shall compensate the Architect as provided in Section 11.2. Unless
otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

<table>
<thead>
<tr>
<th>Services</th>
<th>Responsibility (Architect, Owner, or not provided)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1.1 Programming</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.2 Multiple preliminary designs</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.3 Measured drawings</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.4 Existing facilities surveys</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.5 Site evaluation and planning</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.6 Building Information Model management responsibilities</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.7 Development of Building Information Models for post construction use</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.8 Civil engineering</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.9 Landscape design</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.10 Architectural interior design</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.11 Value analysis</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3, as defined by Architect</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.13 On-site project representation</td>
<td>Available as a Supplemental Service by Architect</td>
</tr>
<tr>
<td>§ 4.1.1.14 Conformed documents for construction</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.15 As-designed record drawings</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.16 As-constructed record drawings</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.17 Post-occupancy evaluation</td>
<td>Available as a Supplemental Service by Architect</td>
</tr>
<tr>
<td>§ 4.1.1.18 Facility support services</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.19 Tenant-related services</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.20 Architect’s coordination of the Owner’s consultants</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.21 Telecommunications/data design</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.22 Security evaluation and planning</td>
<td>By Architect</td>
</tr>
<tr>
<td>§ 4.1.1.23 Commissioning</td>
<td>By Owner as Third-Party Service</td>
</tr>
<tr>
<td>§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.25 Fast-track design services</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.26 Multiple bid/proposal packages</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.27 Historic preservation</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.28 Furniture, furnishings, and equipment design</td>
<td>Available as a Supplemental Service by Architect</td>
</tr>
<tr>
<td>§ 4.1.1.29 Other services provided by specialty Consultants</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.30 Other Supplemental Services</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>§ 4.1.1.31 Interface with Contractor in obtaining Certificates of Occupancy (Temporary and Permanent) and transmit Certificates to the Owner</td>
<td>By Architect</td>
</tr>
</tbody>
</table>
§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified as the Architect's responsibility is provided below. (Describe in detail the Architect's Supplemental Services. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Description of Supplemental Services if requested will be defined at the time of request.

§ 4.1.2.2 A description of each Supplemental Service identified as the Owner's responsibility is provided below. (Describe in detail the Owner's Supplemental Services.)

Description of Supplemental Services if undertaken will be defined at the time of initiation.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care (provided the Architect has consulted with appropriate government authorities and officials regarding such matters prior to issuance of the Instruments of Service in question);

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing other than a public meeting of the Owner's Board of Directors;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the
Architect;

2. Responding to the Contractor’s requests for information that are not prepared in accordance with the
Contract Documents or where such information is available to the Contractor from a careful study and
comparison of the Contract Documents, field conditions, other Owner-provided information,
Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s
proposals and supporting data, or the preparation or review of Instruments of Service, to the extent any
of the foregoing result from the Owner requesting an increase to the scope of the Work to be performed
under the Contract for Construction between the Owner and the Contractor;

4. Evaluating an extensive number of Claims as the Initial Decision Maker; or,

5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to
Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional
Services. When the limits below are reached, the Architect shall notify the Owner:

1. 100% (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the
Contractor

2. 100% (2) visits to the site monthly by the Architect or any architectural or engineering representative
working through and under the Architect during construction

3. 100% (2) inspections for any portion of the Work to determine whether such portion of the Work is
substantially complete in accordance with the requirements of the Contract Documents

4. 100% (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in
Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of
the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and
Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs
additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of
that the Contract between the Owner and the Contractor is executed, through no fault of the Architect, extension of the
Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5  OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in the Owner’s
possession or control in a timely manner regarding requirements for and limitations on the Project, including a written
program, which shall set forth the Owner’s objectives; known constraints and criteria, including space requirements
and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 Based on the Architect’s estimate of the Cost of the Work, and with the assistance of the Architect, the Owner
shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in
Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. In consultation
with the Architect, the Owner shall update the Owner’s budget for the Project as necessary throughout the duration of
the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of
the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding
change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The
Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable
delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and known utility
locations for the site of the Project, and a written legal description of the site. If necessary, the Owner will provide an
updated Survey that shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property
and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning,
deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the updated survey shall be referenced to a Project benchmark.

§ 5.5 Reserved.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Reserved.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all general legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Owner shall not incur charges for Supplemental Services or Additional Services by virtue of its compliance with this Section 5.12.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6  COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is addressed in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work,
prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid or proposal prices; or competitive bidding or proposals, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding or proposals, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. If a more detailed assessment is required, it shall be conducted by a third party as an Additional Service through the Architect.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or new proposal submissions for the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, or if the Owner refuses to increase the Owner's budget for the Cost of the Work notwithstanding the Architect's recommendation to do so at the conclusion of the Construction Documents Phase Services, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner or is otherwise entitled to make use of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
§ 7.3 The Architect grants to the Owner a nonexclusive, irrevocable, royalty free and fully paid-up license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Owner’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days.
from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

[ ] Not applicable

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted to the extent necessary.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 Except for termination pursuant to Section 3.2.9, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination. Reimbursable Expenses incurred, and reasonable, direct costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5 (except for termination pursuant to Section 3.2.9), or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(1) Termination Fee:

[1/2 of the value of all services performed prior to issuance of the written notice of termination, Reimbursable Expenses incurred, and reasonable, direct costs attributable to termination to date per Section 9.6.]

2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

[Included within Termination Fee described by Section 9.7.1.]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assure the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates other than certificates for payment or other certificates described herein, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and
ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. Stipulated Sum (Phase I & Phase II Initial Site Assessment & Concept Services described in Sections 3.1 to 3.2)
   (Insert amount)

   $22,170 (Phase I) $33,240 (Phase II) $55,410 (Total for Phase I and Phase II)

2. Percentage Basis (Phase III, Phase IV & Phase V - all Basic Services described in Sections 3.3 to 4.1)
   (Insert percentage value)

   [insert one hundred percent (100 %) of the Owner's approved final Cost of the Work, as calculated in accordance with Section 11.6.]

3. Other
   (Describe the method of compensation)

[insert]

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

[insert determined upon request upon the basis of the rate sheet attached hereto as Appendix 11.7]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

[insert determined upon request upon the basis of the rate sheet attached hereto as Appendix 11.7]

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

[insert not applicable]

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| Schematic Design Phase | Fifteen percent ( 15 %) |
| Design Development Phase | Twenty percent ( 20 %) |
| Construction Documents | Forty percent ( 40 %) |
| Phase | |
| Procurement Phase | Five percent ( 5 %) |
| Construction Phase | Twenty percent ( 20 %) |

Total Basic Compensation one hundred percent ( 100 %)
§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate ($0.00)</th>
</tr>
</thead>
</table>

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence, except that travel to and from the Paint Creek Site is included in the compensation for Basic Services and shall not be considered a Reimbursable Expense;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 Reserved;

.9 Reserved;

.10 Site office expenses;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus [40%] percent ($0.00) % of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of [zero] ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.
§ 11.10.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($3,000) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days of presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

[Blank]

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Exhibits and Addenda Incorporated. The parties’ Agreement shall consist of this modified AIA B101 document along with the attached addenda containing the Project’s Initial Information together with any related exhibits or addenda identified herein.

§ 12.2 Attorneys’ Fees. In any dispute subject to Article 8, the prevailing party shall be entitled to recover its reasonable attorneys’ fees.

§ 12.3 Limitation of Liability. Notwithstanding any other provision of the agreement, neither party shall be liable to the other for any punitive, special, incidental, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or by the Architect, their employees, agents, subconsultants, or subcontractors, with the exception of damages arising from gross negligence, willful misconduct or breach of confidentiality. Consequential damages include, but are not limited to, loss of use and loss of profits.

§ 12.4 No Warranty. Except as otherwise set forth in this Agreement, the Architect makes no warranty as to Architect’s findings, recommendations, drawings, specifications, or professional advice. Owner recognizes that neither the Architect nor any of our consultants or contractors owes any fiduciary responsibility to Owner.

§ 12.5 Prohibited Certifications. The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect or its consultants having to certify, guarantee, or warrant the existence of conditions whose existence the Architect or its consultants is not obligated to ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payments of any amount due to Architect in any way contingent upon Architect’s (or any consultant) signing any such certification.

§ 12.6 Responsibility for Contractor’s and Manufacturer’s Data. The Architect shall be entitled to reasonably rely on the completeness and accuracy of the information provided by the Contractor and manufacturers of various building assemblies and components regarding the material and performance characteristics of the Work and manufactured products, including the presence of asbestos, hazardous, or toxic materials including molds and fungus.
§ 12.7 Liability for Consultants. The Architect is not responsible to the Owner or any third-parties for errors, omissions, or other deficiencies in the services of any other design professional, vendor, or others rendering design, engineering, or related services for the Owner or Contractors (of any tier) or suppliers and not employed by the Architect. The Architect’s sole responsibility in connection with the services of the Owner’s consultants shall be to endeavor to coordinate the Owner’s consultant’s portion of the design with the Architect’s design. The Owner shall require consultants retained by the Owner to coordinate their services and documents with those of Architect and Architect’s consultants.

§ 12.8 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

§ 12.9 Construction of Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and negotiated the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

§ 12.10 Opinions of Cost. Should Architect provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Architect and are merely opinions. Architect shall endeavor to provide accurate cost opinions, but does not warrant that actual costs will not vary from those opinions because, among other things, Architect has no control over market conditions.

§ 12.11 No Personal Liability. The Owner understands and agrees that the Architect is a business entity that has contracted to perform services, and any services provided by the Architect’s employees, agents or officers not are provided in their individual capacity. The Owner will not make any claim or demand against any of the Architect’s employees, agents, partners, members, or officers in their individual capacity.

§ 12.12 Survival of Terms. Any terms of this Agreement that by their nature are intended to survive the termination of this Agreement (including without limitation Articles 7, 8, 9, 11 and their subparagraphs, along with Sections 2.2, 12.1 through 12.12 of the Agreement) shall survive termination of this Agreement for any cause or reason.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

   1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
   2. Reserved.
   3. Exhibits:
      (Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits)
and scopes of services identified as exhibits in Section 4.1.2.)

Appendix 1.1.1, Program Appendix
Appendix 1.1.12, Architect's Final Fee Proposal
Appendix 3.2.8, Paint Creek Site Evaluation Report (to be incorporated upon completion)
Appendix 3.6.2.1, Inspection Plan (to be incorporated upon completion)
Appendix 11.7, Architect's Rate Sheet

A Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Michael Talbot
President of the Board of Directors
(Printed name and title)

ARCHITECT (Signature)
David Negrete, AIA
Principal and Partner
(Printed name, title, and license number, if required)
Appendix 1.1.1

[Attachments A & B to RFQ]
Survey plat showing a 2,000 acre tract of land, and a 20 (Twenty) foot wide permanent easement and right of way (0.137 acres), a part of the Aaron Culling Survey, Abstract 120, Bastrop County, Texas, and being a part of a 90-3/10 acre tract conveyed to Daniel J. Zimmermanheyl by deed recorded in volume 199, page 87 of the Official Records of Bastrop County, Texas.

I hereby certify that this plat is an accurate representation of an on the ground survey completed under my supervision in January 2005 and that this survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category II (1) Condition IV Survey.

Prepared By: William Boster, Professional Surveyor
Number 4123

RFQ Statement for Professional Architectural and Engineering Services
Lost Pines Groundwater Conservation District
STATE OF TEXAS

COUNTY OF BASTROP

LAND DESCRIPTION

Being 2,000 acres of land, a part of the Averill Surveying Survey, Abstract 120, Bastrop County, Texas, and being part of a 90-3/10 acre tract conveyed to Daniel J. Zimmerhausen by deed recorded in volume 199, page 87 of the Official Records of Bastrop County, Texas. Said 2,000 acre tract being more particularly described as follows:

BEGINNING at a ¾ inch rebar with cap marked "4428" found in the East margin of Paint Creek South Road, the West line of said 90-3/10 acre Zimmerhausen tract, for the Southwest corner of a 0.750 acre tract conveyed to Lee County Water Supply Corporation by deed recorded in volume 1034, page 983, and the Northwest corner hereof;

THENCE across said 90-3/10 acre Zimmerhausen tract, with the South line of said 0.750 acre Lee County Water tract, North 68 deg. 66 min. 12 sec. East — 155.00 feet to a ¾ inch rebar with cap marked "4428" found for the Southeast corner of said 0.750 acre Lee County Water tract;

THENCE continuing across said 90-3/10 acre Zimmerhausen tract, North 68 deg. 66 min. 12 sec. East — 165.57 feet to a 5/8 inch rebar with cap marked "4428" set for the Northwest corner hereof;

THENCE continuing across said 90-3/10 acre Zimmerhausen tract, South 31 deg. 53 min. 48 sec. East at 379.02 feet pass a point for the Northeast corner of a 0.137 acre Permanent Easement and Right of Way this day surveyed, and continuing for a total distance of 400.94 feet to a 5/8 inch rebar with cap marked "4428" set in the curving North margin of State Highway 21 (Old Highway 290), the South line of said 90-3/10 acre Zimmerhausen tract, for the Southeast corner of said 0.137 acre Permanent Easement and Right of Way this day surveyed, and the Southwest corner hereof; said 5/8 inch rebar set bears South 85 deg. 01 min. 46 sec. West — 503.76 feet from a damaged concrete right of way marker found near the Southwest intersection corner of said 90-3/10 acre Zimmerhausen tract for reference hereof;

THENCE with the curving North margin of State Highway 21 (Old Highway 290), the South line of said 0.137 acre Permanent Easement and Right of Way this day surveyed, the South line of said 90-3/10 acre Zimmerhausen tract with the following curve data: Radius = 1859.86 feet, Delta = 09 deg. 69 min. 16 sec., Arc = 297.16 feet and the Center which bears North 83 deg. 16 min. 23 sec. West — 296.85 feet to a 5/8 inch rebar with cap marked "4428" set in the East margin of said Paint Creek South Road, for the Southwest corner of said 90-3/10 acre Zimmerhausen tract, the Southwest corner of said 0.137 acre Permanent Easement and Right of Way this day surveyed, and the Southwest corner hereof;

THENCE with the East margin of said Paint Creek South Road, the West line of said 90-3/10 acre Zimmerhausen tract, the West line of said 0.137 acre Permanent Easement and Right of Way this day surveyed, North 21 deg. 53 min. 48 sec. West at 23.96 feet pass a point for the Northwest corner of said 0.137 acre Permanent Easement and Right of Way this day surveyed, and continuing for a total distance of 258.74 feet in the PLACE OF BEGINNING and containing 2,000 acres of land.

Bearings are U.S. NAD 83, Texas Coordinate System Central Zone. Reference is hereby made to a plan attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in January 2005 and that this survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition IV Survey.

[Signature]

[Seal]

[Seal]

[Seal]

[Seal]

[Seal]

WILLIAM E. WEISER
Professional Land Surveyor
Number 4428
Date of signing: 4-25-05

RFQ Statement for Professional Architectural and Engineering Services
Lost Pines Groundwater Conservation District
**ATTACHMENT B**

**LPGCD PROJECT GUIDELINES**

**Building Committee Preliminary Guidelines**

<table>
<thead>
<tr>
<th>Proposed general building requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of offices:</strong></td>
</tr>
<tr>
<td><strong>Additional rooms:</strong></td>
</tr>
<tr>
<td><strong>IT infrastructure:</strong></td>
</tr>
<tr>
<td><strong>Board Room:</strong></td>
</tr>
</tbody>
</table>
| **Parking:** | Day to day operation 10 spaces
Board Meetings:
  - Average - 30 spaces
  - Full capacity - 65 spaces |
| **Other considerations:** | ADA compliance, zoning, water and wastewater, fire suppression, code requirements for public meeting spaces
Entrances, segregating offices from meeting room, physical security
General accessibility and visibility |

**Current facilities**

The current LPGCD offices are located in a rented building in Smithville, TX. The 1000 square foot building includes four offices, two offices are used by staff, one office is used as a file and copy room while the fourth is used as a conference room. The building also has a single bathroom and small break room which is also used as general storage. The current location has sufficient parking for approximately 18 vehicles in two unstriped parking areas (approximately 3700 square feet).

**Proposed general requirements**

*Primary rooms*

The District staff utilize two of the available offices in the current building. The proposed requirement of at least four offices would allow for each staff member to have a separate office while leaving a fourth office available for a possible new staff member in the future. In addition to staff offices, the District maintains physical records for wells within the district (two large file cabinets for exempt wells and a single cabinet for non-exempt). The District also maintains the legal records for both the Bastrop and EndOp contested cases in another large filing cabinet along with five additional filing cabinets for general district records filed by year. The file room is also used to house the District copier and fax machine. A small conference room, aside from the Board room, will allow for small meetings between staff and applicants or permit holders while also providing a place for Board committee meetings.
Secondary Rooms

The district staff all live in the Smithville area and generally return home for lunch if the offices are going to be located outside of Smithville then a small break room that provides a place for food storage and limited food preparation would be a “quality of life” improvement for the staff. Additionally, the building committee will need to consider the number of restrooms as well as their location relative to the District offices and the Board meeting room. The placement of restrooms also factors into questions of building layout, physical security and whether or not the offices are segregated from the board room.

IT Infrastructure

The District office is currently served by three phone lines, two voice and a dedicated phone line, which will need to be replicated in any building. Additionally, the offices will need network drops in each office as well as in the file and copy rooms. The office intranet can currently be supported by a single commercial router and two or three network switches which the District already owns. Any new building needs to be able to integrate the intranet architecture through a centralized location for the router that can connect with the network drops in each office. Absent that, most office functions could, theoretically, be accomplished over WI-FI networking with only a small number of hard lined connections but this would be a less than ideal solution from both a performance and security standpoint. Any new office will also need an internet connection in addition to phone and fax connections. Currently the District has a hard line that provides approximately 10 Mbps of download speed and 1 Mbps of upload speed. While this is sufficient for most tasks, uploading or send large files can be a slow process at this connection speed and I would consider this to be the minimum possible connection for any new building.

Board Room

The new offices for Post Oak Savannah GCD include a 30’ by 32’ board room which can accommodate the District Board, staff and between 40 and 50 members of the public. For the average meetings of the Lost Pines GCD board a room of similar dimensions should be sufficient. An approximately 1000 square foot board room should provide enough room for board meetings with extra room for audiovisual equipment and any additional displays or projectors that are deemed necessary. Whether the Board choses to go with a new building to retrofit an existing building consideration should be given to the capacity of the HVAC system to ensure that the climate of the room can be maintained even at maximum capacity.

Parking

For day to day operations of the District office ten parking spaces should be sufficient. Assuming an average 20’ by 10’ parking space then any facility would need a minimum of 2,000 square feet of parking for day to day operations. Ten parking spaces allows for three to four spaces for staff, additional parking for visitors and four additional spaces board members during committee meetings. For average board meetings the minimum number of spaces would increase to 16 for District staff, consultants and board members plus another 5 to 10 for the public. Using 25 spaces as an average would require 5000 square feet of parking without accounting for lanes within the parking lot. For a full meeting, assuming a 50 person maximum capacity board room, in the worst case 66 parking spaces would be needed requiring 13,200 square feet of parking not including lanes.
Appendix 1.1.12

[Architect's March 2020 Proposal]
March 26, 2020

Jim Totten
General Manager
Lost Pines Groundwater Conservation District
908 TX-230 Loop
Smithville Texas
jtotten@lostpineswater.org

Re: New LPGCD District Office & Meeting Space

Dear Mr. Totten,

The following Scope of Work is a summary of our recommended approach to the delivery of Professional Services as identified in the RFQ and further supplemented by our experience in design of facilities. This reflects our experience specifically in the design of facilities away from major city utilities and roadway access.

As discussed in our Statement of Qualifications, we recommend initiating Phase II soon after our initial activities described in PHASE I - TASK ITEM I detailed below, as the information developed by Phase II will provide more accurate and comprehensive information for us to utilize in developing a recommended cost of construction and total cost of development analysis.

We also recommend in keeping with the conditions of the RFQ, that our Agreement be a two-step Process to be so noted in the AIA B101 - 2017, Agreement between Owner & Architect where Phase I and Phase II are a conclusive milestone.

Phase III, Phase IV, and Phase V would then be subject to Authorization to Proceed with the typical rights of the Owner to Terminate as detailed in the Agreement.

**PHASE I:** PROJECT REQUIREMENTS REVIEW & PRELIMINARY CONCEPT DESIGN

**TASK ITEM 1 – Program Work Session**

Conduct Work Session with LPGCD Building Committee & Administration to:

- Confirm Long-term Vision Criteria
- Review & Discuss Exhibit B: LPGCD Project Guidelines
- Review & confirm the detailed requirements of each room or space identified
- Discuss code required functions necessitating floor space
- Discuss other required floor space inherent in design of buildings
- Discuss exterior space requirements relative to parking criteria

**TASK ITEM 2 – Program Quantification**

Generate Conclusive Report Consisting of:

- Executive Summary of Workshop Discussion and Direction
- Resultant Space Square Foot (SF) Requirements Program Outlining
  - All Required Rooms or Spaces Quantified in Numerical SF terms
  - All exterior Land & Site Improvements in Numerical SF terms
TASK ITEM 3 – Concept & Budget
Generate Preliminary Graphics & Budget Information consisting of
- Concept Site Plan
- Concept Floor Plan
- Preliminary Image Design
- Anticipated Construction Scope to Budget Analysis.

PHASE II: SITE FEASIBILITY EVALUATION

TASK ITEM 4 – Geo Tech
Conduct Geo-Technical Investigation & Generate Recommendations consisting of
- Sub-surface Vertical Movement Analysis
- Building Foundation Types
- Paving for Asphaltic Concrete Pavement
- Paving for Reinforced Cement Concrete Pavement
- Sub-surface Percolation Capacities
- On Site Sub-Surface Sewerage Treatment Options
Provide written report, analysis and recommendations

TASK ITEM 5 – Topography & Survey
Review Existing Topographical Survey Data Relevant to:
- Prior Topographic Survey Data as available from Author of current Survey
- We located & have spoken with William E. Welser -Surveyor
- Surveyor will require a request from LPGCD to release the data to us
- We are unsure if Surveyor will require any compensation from LPGCD
- Supplemental Topographic Data and survey data may be required after we study the current data.
- We recommend addressing that when and if it arises.
- Evaluation of Survey data relevant to flood zones adjacent to TXDOT Hwy 21
- Evaluation of Survey data relevant to existing Paint Creek South Bastrop County Rd
Provide in written general report with analysis and recommendations as appropriate

TASK ITEM 6 – Utilities Evaluation
Evaluation of available Utilities Including:
- Water supply
- Wastewater service
- Electrical Service
- Natural Gas Service
- Telecommunications Service
- Internet Service
Provide in written general report with analysis and recommendations as appropriate

TASK ITEM 7 – On Site Sanitary Treatment
Evaluation of site for On-Site Sanitary Sewerage Treatment (OSST) including:
- Applicable Regulations
- Evaluation of existing sub-surface soil for OSST
Provide in written general report with analysis and recommendations as appropriate
TASK ITEM 8 – Site Hydrology
Evaluation of Site Hydrology Impacts including
- Stormwater
- Flood zone evaluation
- Drainage
- Water Quality Requirements
Provide in written general report with analysis and recommendations as appropriate

TASK ITEM 9 – Traffic Impact Analysis
Conduct Traffic Impact Analysis Consisting of:
- Evaluation of existing Traffic Patterns
  - Conduct 4-hour manual peak hour traffic counts @ 2 intersections
    - Paint Creek S. Rd. & Old Hwy 20
    - Paint Creek S. Rd. & SH 21
  - Conduct 24-hour tube traffic count @ one location on SH 21
  - Obtain geometries & other required data for the designated locations &
  - Determine traffic growth factor from TxDOT Traffic Count Program
- Identification of Specific Traffic Impacts to Intended use of the Site
  - Estimate a general site plan, its timing, & land uses based on available information
  - Determine site generation (ITE Cokes 710) based on Trip Generation, 10th Edition &
    distribution for “New” and/or “Pass-by” site traffic &
  - Determine directional distributions of traffic based on area development, existing
    traffic flows and/or anticipated changes in traffic.
- Evaluation of Site access to/from existing Paint Creek South Bastrop County Rd.
  - Identify peak hour traffic flows @ Site driveway(s) for existing and future
    (background and project) traffic conditions for AM & PM peak hour traffic volumes.
  - Determine if right turn deceleration lane is required at Site driveway(s)
  - Determine levels of Service at site driveways for existing and for existing and future
    (background and project) traffic conditions using Highway Capacity Manual,
    Synchro Version 10.
- Evaluation of access to/from Paint Creek South Bastrop County Rd. from Hwy 21
  - Identify peak hour traffic flows at the two intersections for existing and future
    (background and project) traffic conditions for AM & PM peak hour traffic volumes.
  - Determine if right turn deceleration lane is required on SH 21; and
  - Determine Levels of Service for Traffic at site driveways(s) for existing and future
- Provide Written General Report

TASK ITEM 10 – Approvals & Permits
Identification of Government Approvals and Permits
- Identify all approvals required by Jurisdictional authorities
  - Determine which specific recommendations in the Traffic Impact Analysis require
    approvals, and on what basis from Bastrop County and/or TxDOT.
- Identify all specific permits required to develop the site for the use intended.
  - Determine which specific permits, and conditions, are required to develop the site
    from a traffic perspective by Bastrop County and/or TxDOT.
- Provide in written general report with analysis and recommendations as appropriate

*Note: Geotechnical and Traffic Impact Analysis Reports will be separate documents with the
balance of reportable information in one General Report.
TASK ITEM 11 – Follow-up Work Session
Conduct Follow-up Work Session with LPGCD Building Committee & Administration to:
• Review the Site Determinants
• Review the Concept Design
• Review the Data & Findings of Phase II
• Review the Budget determined by the data generated
Provide Written report and revisions as requested for LPGCD review & consideration

TASK ITEM 12 – LPGCD Board Review
Attend LPGCD Board Meeting; present results of follow-up work session for LPGCD to consider approval & authorization to proceed or consider alternate scope.

PHASE III: FACILITY DESIGN & PERMITTING
Based on Approval of the information developed in Phase I & Phase II, and authorization to proceed, The Architect will proceed with Delivery of Professional Services as follows:
• Schematic Design
• Design Development
• Construction Documents

Accordingly, for Phase III thru Phase V our Professional Design services will be as follows:
ARCHITECTURAL & ENGINEERING SERVICES
The scope of our work will include:
• Full Architectural/Engineering design services as per LPGCD Agreement requirements for complete program implementation as described above and as per the stated use intended.
• Full Interior design services of elements not otherwise specifically noted to complete the project design needs.
• Full Furniture Fixtures & Equipment Design Services for a fully outfitted office environment, integrated with MEP & internet access services
• Full Mechanical, Electrical, and Plumbing Engineering design services as required to serve the program
• Full Information Technology/Communications Design Services
• Full Security Systems Design Services
• Full Camera Monitoring Systems Design Services
• Full Structural Engineering services as required to serve the program
• Full Civil Engineering services as required to serve the program
• Full Landscape Design Services

PHASE IV: BIDDING & CONTRACT ASSISTANCE
• Conduct Bidding Process for LPGCD
• Receive Tabulate and Present Bids to LPGCD
• Assist LPGCD with Contract Data input to LPGCD Legal Counsel

PHASE V: CONSTRUCTION ADMINISTRATION
• As described in the AIA 101-2017 Agreement between Owner and Architect
• Optional Weekly Site Review and Reporting Services
• Assist LPGCD with identifying 3rd Party Inspection Services
• Assist LPGCD with selection process of 3rd Party Inspections Services
• Assist LPGCD and 3rd Party in determination of Project Inspections Scope
Exclusions
- Geotechnical investigations & recommendations for Paint Creek South Bastrop County Rd.
- Topographic Surveys for Paint Creek South Bastrop County Rd.
- Topographical Survey of Site
- Property Survey of Site
- Hydraulic Fire Flow Testing of Available Water Service
- Hazardous Material Surveys
- Printing Fees of any kind for any purpose except design review & presentations
- Permitting and Registration fees of any kind
- Construction Materials Testing or Inspections

**PROPOSED FEES & FEE STRUCTURE**

**PHASE I:  PROJECT REQUIREMENTS REVIEW & PRELIMINARY CONCEPT DESIGN**

**TASK ITEM 1 – Program Work Session**
Conduct Work Session with LPGCD Building Committee & Administration; preparation and attendance as described:

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason George</td>
<td>12</td>
<td>$150</td>
<td>$1,800</td>
</tr>
<tr>
<td>David Negrete</td>
<td>8</td>
<td>$230</td>
<td>$1,840</td>
</tr>
<tr>
<td>Admin</td>
<td>2</td>
<td>$80</td>
<td>$160</td>
</tr>
</tbody>
</table>

**TASK ITEM 1 Total:** $3,800

**TASK ITEM 2 – Program Quantification**
Generate Conclusive Report Consisting of the described tasks:

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason George</td>
<td>8</td>
<td>$150</td>
<td>$1,200</td>
</tr>
<tr>
<td>David Negrete</td>
<td>6</td>
<td>$230</td>
<td>$1,380</td>
</tr>
<tr>
<td>Bruce W. Menke</td>
<td>8</td>
<td>$145</td>
<td>$1,160</td>
</tr>
<tr>
<td>Admin</td>
<td>2</td>
<td>$80</td>
<td>$160</td>
</tr>
</tbody>
</table>

**TASK ITEM 2 Total:** $3,900

**TASK ITEM 3 – Concept & Budget**
Generate Preliminary Graphics & Budget Information consisting of developed data & information

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason George</td>
<td>24</td>
<td>$150</td>
<td>$2,400</td>
</tr>
<tr>
<td>David Negrete</td>
<td>8</td>
<td>$230</td>
<td>$1,840</td>
</tr>
<tr>
<td>Bruce W. Menke</td>
<td>12</td>
<td>$145</td>
<td>$1,740</td>
</tr>
<tr>
<td>Fernando Perez</td>
<td>32</td>
<td>$140</td>
<td>$4,480</td>
</tr>
<tr>
<td>CIVL Engineer</td>
<td>Fixed fee</td>
<td></td>
<td>$3,850</td>
</tr>
<tr>
<td>Admin</td>
<td>4</td>
<td>$80</td>
<td>$320</td>
</tr>
</tbody>
</table>

**TASK ITEM 3 Total:** $14,470

**PHASE 1 GRAND TOTAL:** $22,170
## PHASE II: SITE FEASIBILITY EVALUATION

### TASK ITEM 4 – Geo-Tech
Conduct Geo-Technical Investigation & Generate Recommendations as described
- **Geo-Technical**: Fixed Fee $5,400

**TASK ITEM 4 Total:** $5,400

### TASK ITEM 5 - Topography
Review Existing Topographical Survey Data as described:
- **Civil Engineer Review & Assessment**: Fixed Fee $3,800

**TASK ITEM 5 Total:** $3,800

### TASK ITEM 6 – Utilities
Evaluation of available Utilities as described:
- **Civil Engineer Review & Assessment**: Fixed Fee $2,880

**TASK ITEM 6 Total:** $2,880

### TASK ITEM 7 – On Site Sanitary
Evaluation of site for On-Site Sanitary Sewerage Treatment (OSST) as described:
- **Civil Engineer Review & Assessment**: Fixed Fee $2,400

**TASK ITEM 7 Total:** $2,400

### TASK ITEM 8 – Site Hydrology
Evaluation of Site Hydrology Impacts as described
- **Civil Engineer Review & Assessment**: Fixed Fee $4,600

**TASK ITEM 8 Total:** $4,600

### TASK ITEM 9 – Traffic Impact Analysis
Conduct Traffic Impact Analysis as described:
- **Traffic Engineer Review & Assessment**: Fixed Fee $9,540

**TASK ITEM 9 Total:** $9,540

### TASK ITEM 10 – Approvals & Permits
Identification and Coordination of Government Approvals and Permits
- **Architect’s Review & Assessment**: $760
- **Traffic Engineer’s Review & Assessment**: $1,080
- **Civil Engineer Review & Assessment**: $1,200

**TASK ITEM 10 Total:** $3,040

### TASK ITEM 11 – Follow-up Work Session
Conduct Follow-up Work Session with LPGCD Building Committee & Administration:

- Jason George: 4 Hours @ $150 = $600
- David Negrete: 2 Hours @ $230 = $460
- Admin: 2 Hours @ $80 = $160
- Civil Engineer: 2 hours @ $180 = $360

**TASK ITEM 1 Total:** $1,580

**TASK ITEM 12 – LPGCD Board Review**
Attend LPGCD Board Meeting to consider approval & authorization to proceed or consider alternate scope.  
*No Cost Event*

**PHASE II TOTAL:** $33,240

**PHASE 1 & PHASE II GRAND TOTAL:** $55,410

**PHASE III / Phase IV / Phase V**

**Design Process/Schematic Design/Construction Documents/Bidding & Construction Observation**
Based on the approved Program, and Authorization to proceed defined by Standard Comprehensive Architectural and Engineering design services we propose a fee based on a percentage of the approved contract for construction of **10.5%**. This includes the described services noted herein and further detailed in the AIA B-101-2017.

The Determined amount is proposed to be will be allocated as follows:

- Schematic Design: 15% of Determined Fee
- Design Development: 20% of Determined Fee
- Construction Documents: 40% of Determined Fee
- Bidding: 5% of Determined Fee
- Construction Administration: 20% of Determined Fee

Accompanying this is a Draft AIA B-101-2017 integrating the context of this proposal into the format of the Standard Agreement.

Regards

David Negrete AIA  
Negrete & Kolar Architects LLP
Appendix 3.2.8

[Paint Creek Site Evaluation Report – To Be Attached Upon Completion]
Appendix 3.6.2.1

[Site Inspection Plan – To Be Attached Upon Completion]
Appendix 11.7

[Architect’s Hourly Rate Sheet]
<table>
<thead>
<tr>
<th>FUNDING</th>
<th>2020</th>
<th>2020</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
</tr>
</thead>
<tbody>
<tr>
<td>4550 Interest Income</td>
<td>$4,544.66</td>
<td>$4,032.08</td>
<td>$2,599.20</td>
<td>$1,196.41</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4235 User Fee Funds Req.</td>
<td>$1,233,243.60</td>
<td>$869,168.73</td>
<td>$222,912.83</td>
<td>$93,824.63</td>
<td>$93,320.83</td>
<td>$111,601.60</td>
</tr>
<tr>
<td>TOTAL FUNDING</td>
<td>$1,233,243.60</td>
<td>$709,292.89</td>
<td>$227,097.73</td>
<td>$79,857.71</td>
<td>$56,226.70</td>
<td>$112,193.51</td>
</tr>
</tbody>
</table>

| % OF TOTAL | $ | - |

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>BUDGET</th>
<th>FUNCTION BAL.</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
</tr>
</thead>
<tbody>
<tr>
<td>5000 LABOR</td>
<td>$214,804.00</td>
<td>$107,427.00</td>
<td>$17,904.60</td>
<td>$17,904.60</td>
<td>$17,904.60</td>
<td>$17,904.60</td>
</tr>
<tr>
<td>5001 Staff</td>
<td>$14,000.00</td>
<td>$12,567.64</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5325.4 41A Match</td>
<td>$12,000.00</td>
<td>$3,514.04</td>
<td>$951.10</td>
<td>$951.10</td>
<td>$951.10</td>
<td>$951.10</td>
</tr>
<tr>
<td>6316 Directors Comp.</td>
<td>$25,000.00</td>
<td>$21,100.09</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5425 FICA</td>
<td>$25,000.00</td>
<td>$16,208.04</td>
<td>$1,415.60</td>
<td>$1,415.60</td>
<td>$1,415.60</td>
<td>$1,415.60</td>
</tr>
<tr>
<td>5430 Veh. Allowance</td>
<td>$8,000.00</td>
<td>$4,400.00</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>5000 TOTAL</td>
<td>$398,854.00</td>
<td>$187,014.72</td>
<td>$20,880.26</td>
<td>$20,880.26</td>
<td>$20,880.26</td>
<td>$20,880.26</td>
</tr>
</tbody>
</table>

| % OF TOTAL | 23% |

| 6000 SUPPLIES | |
| 6630 Office Supplies | $2,500.00 | $1,688.36 | $37.06 | $37.06 | $37.06 | $37.06 |
| 6629 Postage | $3,000.00 | $2,600.00 | $100.00 | $100.00 | $100.00 | $100.00 |
| 6610 Computers / Software | $5,000.00 | $4,404.64 | - | - | - | - |
| 6000 TOTAL | $10,500.00 | $6,893.00 | $157.06 | $157.06 | $157.06 | $157.06 |

| % OF TOTAL | 1% |

| 7000 PROF. SERVICES | |
| 7104 Engineering | $ - | - | - | - | - | - |
| 7200 SCADA Tech. Services | $30,000.00 | $24,168.46 | $4,692.37 | $226.32 | $226.32 | $240.85 |
| 7310 Hydro/Geologist | $200,400.00 | $164,055.31 | $6,983.01 | $13,120.20 | $12,628.48 | $2,415.60 |
| 7400 Legal | $400,000.00 | $304,261.33 | $46,632.00 | $5,820.00 | $7,722.00 | $16,768.64 |
| 7275 Governmental Relations | $50,000.00 | $36,450.00 | $2,650.00 | $2,650.00 | $2,650.00 | $2,650.00 |
| 7277 Architectural Services | $70,000.00 | $70,000.00 | - | - | - | - |
| 7900 Special Proj/Water Test | $5,000.00 | $3,924.00 | - | - | - | - |
| 7800 Subsistence Study | $30,000.00 | - | - | - | - | - |
| 7500 Consulting / Education | $10,000.00 | $5,980.17 | $476.29 | $435.55 | - | - |
| 7450 Media Consultant | $ - | - | - | - | - | - |
| 7300 Audit Expenses | $12,000.00 | $5,720.00 | - | - | - | - |
| 7000 TOTAL | $812,000.00 | $637,783.27 | $55,403.26 | $22,350.07 | $23,859.80 | $22,425.09 |

| % OF TOTAL | 51% |

| 8000 OPERATING EXP. | |
| 8341.1 Auto Insurance | $ - | - | - | - | - | - |
| 8341.2 Directors Liability | $6,500.00 | $4,000.00 | $4,000.00 | - | - | - |
| 8304 Accounting | $ - | - | - | - | - | - |
| 8100 Cleaning/Lawn Services | $1,500.00 | $1,500.00 | $190.00 | - | - | - |
| 8801 Payroll Processing Fees | $3,000.00 | $3,000.00 | $152.14 | $152.14 | $152.14 | - |
| 8798 Telephone | $5,000.00 | $3,085.64 | $305.78 | $305.78 | $321.20 | $321.20 |
| 8806 Legal Notice | $15,000.00 | $14,200.18 | $718.40 | - | $48.00 | $59.00 |
| 8795 Travel | $1,500.00 | $1,500.00 | - | - | - | - |
| 8753 meals | $3,000.00 | $2,056.17 | - | - | - | - |
| 8755.1 Lodging | $3,500.00 | $2,136.44 | - | - | - | - |
| 8753.3 mileage reimbursement | $10,000.00 | $8,664.56 | $67.40 | $74.75 | $957.84 | $66.70 |
| 8690 registration fees | $4,000.00 | $2,050.00 | $2,570.00 | - | - | - |
| 8790 training fees | $2,000.00 | $2,000.00 | - | - | - | - |
| 8156 Dues/Subscriptions | $3,000.00 | $2,926.48 | - | - | - | - |
| 8490 Misc. | $1,000.00 | $668.04 | $145.20 | - | - | - |
| 8940 Rental | $ - | - | - | - | - | - |
| 8664.1 office equipment | $4,000.00 | $1,566.01 | $285.99 | $1,011.59 | $285.99 | $260.53 |
| 8664.2 office furniture | $ - | - | - | - | - | - |
| 8664.3 building | $12,000.00 | $5,350.00 | $950.00 | $950.00 | $950.00 | $950.00 |
| 8664.4 vehicles | $7,200.00 | $7,200.00 | - | - | - | - |
| 8640 utilities | $4,000.00 | $2,929.27 | $156.12 | $180.56 | $176.68 | $151.26 |
| 8695 repairs | $500.00 | $500.00 | - | - | - | - |
| 8900 Property/Marketing/Ad | $110,000.00 | $101,771.00 | - | - | - | - |
| 8800 Website | $5,000.00 | $2,328.14 | - | - | - | - |
| 8000 TOTAL | $201,889.00 | $171,678.81 | $4,640.47 | $2,748.34 | $4,427.51 | $11,069.45 |

| % OF TOTAL | 15% |

| 9000 DEBT SERVICE | |
| 9000 TOTAL | |
| % OF TOTAL | 0% |

<p>| TOT. ALL FUNCT. | $1,233,243.00 |</p>
<table>
<thead>
<tr>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 713.50</td>
<td>961.20</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 3,322.81</td>
</tr>
<tr>
<td>$ 65,329.69</td>
<td>61,655.98</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 128,375.57</td>
</tr>
<tr>
<td>$ 84,034.00</td>
<td>92,246.75</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 176,280.75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 17,804.50</td>
<td>17,904.90</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 35,709.40</td>
</tr>
<tr>
<td>$ 716.18</td>
<td>716.18</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 1,432.36</td>
</tr>
<tr>
<td>$ 959.31</td>
<td>959.31</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 1,918.62</td>
</tr>
<tr>
<td>$ 565.36</td>
<td>565.36</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 830.72</td>
</tr>
<tr>
<td>$ 600.00</td>
<td>600.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>$ 21,590.59</td>
<td>21,590.59</td>
<td>$ 659.31</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 22,250.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 264.90</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 264.90</td>
</tr>
<tr>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>$ 599.36</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 599.36</td>
</tr>
<tr>
<td>$ 892.86</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 892.86</td>
</tr>
<tr>
<td>$ 6,243.60</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 6,243.60</td>
</tr>
<tr>
<td>$ 44,647.57</td>
<td>2,687.84</td>
<td>2,650.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 49,985.41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ -</td>
<td>$ -</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>
<td>$ -</td>
</tr>
<tr>
<td>$ 82.00</td>
<td>40.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 122.00</td>
</tr>
<tr>
<td>$ 152.14</td>
<td>152.14</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 304.28</td>
</tr>
<tr>
<td>$ 321.20</td>
<td>321.20</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 642.40</td>
</tr>
<tr>
<td>$ -</td>
<td>24.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 24.00</td>
</tr>
<tr>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>$ -</td>
<td>81.65</td>
<td>66.70</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 148.35</td>
</tr>
<tr>
<td>$ 365.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 365.00</td>
</tr>
<tr>
<td>$ 308.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 308.00</td>
</tr>
<tr>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>$ 288.53</td>
<td>271.36</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 560.89</td>
</tr>
<tr>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>$ 950.00</td>
<td>650.60</td>
<td>650.60</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,251.20</td>
</tr>
<tr>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>$ 156.03</td>
<td>209.08</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 365.11</td>
</tr>
<tr>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>$ 518.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 518.00</td>
</tr>
<tr>
<td>$ 3,418.94</td>
<td>2,034.48</td>
<td>990.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 6,443.42</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 79,522.36</td>
<td>26,517.01</td>
<td>4,500.31</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 100,540.08</td>
</tr>
<tr>
<td>Date</td>
<td>Number</td>
<td>Payee</td>
<td>Account</td>
<td>Memo</td>
<td>Payment</td>
<td>C</td>
<td>Deposit</td>
<td>Balance</td>
</tr>
<tr>
<td>------------</td>
<td>--------</td>
<td>------------------------</td>
<td>---------</td>
<td>-----------------------</td>
<td>---------</td>
<td>---</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>06/01/2020</td>
<td></td>
<td>Avara Ranch LLC</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>421.80</td>
<td>378,605.53</td>
</tr>
<tr>
<td>06/04/2020</td>
<td>7216</td>
<td>Brown Water Well</td>
<td>2280</td>
<td>Customer Depo...</td>
<td>X</td>
<td></td>
<td>421.80</td>
<td>378,505.53</td>
</tr>
<tr>
<td>06/04/2020</td>
<td>7217</td>
<td>Texas Document Sol...</td>
<td>8000</td>
<td>Operating Expc...</td>
<td>Inv. 68163342</td>
<td></td>
<td>271.36</td>
<td>378,234.17</td>
</tr>
<tr>
<td>06/04/2020</td>
<td>7218</td>
<td>City of Smithville</td>
<td>8000</td>
<td>Operating Expc...</td>
<td>X</td>
<td></td>
<td>155.03</td>
<td>378,079.14</td>
</tr>
<tr>
<td>06/04/2020</td>
<td>7219</td>
<td>Peggy Campion</td>
<td>8000</td>
<td>Operating Expc...</td>
<td>Mileage</td>
<td>X</td>
<td>81.65</td>
<td>377,997.49</td>
</tr>
<tr>
<td>06/04/2020</td>
<td>7220</td>
<td>Jimmy's Well Service</td>
<td>2280</td>
<td>Customer Depo...</td>
<td>X</td>
<td></td>
<td>100.00</td>
<td>377,897.49</td>
</tr>
<tr>
<td>06/04/2020</td>
<td>7221</td>
<td>Card Service Center</td>
<td>-split-</td>
<td></td>
<td></td>
<td>X</td>
<td>1,125.26</td>
<td>376,772.23</td>
</tr>
<tr>
<td>06/04/2020</td>
<td>7222</td>
<td>A &amp; S Electric, Inc.</td>
<td>8000</td>
<td>Operating Expc...</td>
<td>Phone repair</td>
<td>X</td>
<td>250.00</td>
<td>376,522.23</td>
</tr>
<tr>
<td>06/05/2020</td>
<td></td>
<td>Manville WSC</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>9,385.05</td>
<td>385,907.28</td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td>Aqua Water Supply ...</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td>22,488.40</td>
<td>408,395.68</td>
<td></td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td>City of Giddings</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>3,610.00</td>
<td>412,005.68</td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td></td>
<td></td>
<td>Payroll Liabilities</td>
<td>X</td>
<td></td>
<td>2,571.83</td>
<td>409,433.85</td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td></td>
<td></td>
<td>Labor:5325 · E...</td>
<td>X</td>
<td></td>
<td>338.09</td>
<td>409,075.76</td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td></td>
<td></td>
<td>457b Employee</td>
<td></td>
<td>X</td>
<td>425.13</td>
<td>408,650.63</td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td>Peggy Campion</td>
<td>5000</td>
<td>Labor:5025 · G...</td>
<td>Ck 12268</td>
<td>X</td>
<td>2,186.22</td>
<td>406,464.41</td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td>Dana Goertz</td>
<td>5000</td>
<td>Labor:5025 · G...</td>
<td>Ck 12269</td>
<td>X</td>
<td>1,644.22</td>
<td>404,820.19</td>
</tr>
<tr>
<td>06/08/2020</td>
<td></td>
<td>James Totten</td>
<td>5000</td>
<td>Labor:5025 · G...</td>
<td>Ck 12270</td>
<td>X</td>
<td>3,132.65</td>
<td>401,687.54</td>
</tr>
<tr>
<td>06/10/2020</td>
<td></td>
<td>Lee County WSC</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>3,800.00</td>
<td>405,487.54</td>
</tr>
<tr>
<td>06/10/2020</td>
<td>7223</td>
<td>Daniel B. Stephens ...</td>
<td>7000</td>
<td>Professional Serv...</td>
<td>Inv. 0242049</td>
<td>X</td>
<td>10,773.50</td>
<td>394,714.04</td>
</tr>
<tr>
<td>06/16/2020</td>
<td></td>
<td></td>
<td></td>
<td>Operating Expc...</td>
<td>X</td>
<td></td>
<td>76.07</td>
<td>394,637.97</td>
</tr>
<tr>
<td>06/16/2020</td>
<td></td>
<td>City of Lexington</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>1,282.50</td>
<td>395,920.47</td>
</tr>
<tr>
<td>06/18/2020</td>
<td></td>
<td>Recharge Water LP</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>23,750.00</td>
<td>419,670.47</td>
</tr>
<tr>
<td>06/18/2020</td>
<td>7224</td>
<td>Beno Wood</td>
<td>8000</td>
<td>Operating Expc...</td>
<td>Lawn mainten...</td>
<td>X</td>
<td>40.00</td>
<td>419,630.47</td>
</tr>
<tr>
<td>06/19/2020</td>
<td>7225</td>
<td>TML Health</td>
<td>5000</td>
<td>Labor:5325 · E...</td>
<td>July</td>
<td>X</td>
<td>959.31</td>
<td>418,671.16</td>
</tr>
<tr>
<td>06/19/2020</td>
<td>7226</td>
<td>A T &amp; T</td>
<td>7200</td>
<td>SCADA Techni...</td>
<td>SCADA</td>
<td>X</td>
<td>237.84</td>
<td>418,433.32</td>
</tr>
<tr>
<td>06/19/2020</td>
<td>7227</td>
<td>Graves Dougherty H...</td>
<td>-split-</td>
<td></td>
<td></td>
<td></td>
<td>24,746.63</td>
<td>393,886.69</td>
</tr>
<tr>
<td>06/19/2020</td>
<td></td>
<td>Bastrop County WCI...</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>1,634.95</td>
<td>395,321.64</td>
</tr>
<tr>
<td>06/19/2020</td>
<td></td>
<td>GateHouse</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>11,400.00</td>
<td>406,721.64</td>
</tr>
<tr>
<td>06/22/2020</td>
<td></td>
<td>Bastrop County WCI...</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>306.85</td>
<td>407,028.49</td>
</tr>
<tr>
<td>06/24/2020</td>
<td></td>
<td></td>
<td></td>
<td>Payroll Liabilities</td>
<td>X</td>
<td></td>
<td>2,571.83</td>
<td>404,456.66</td>
</tr>
<tr>
<td>06/24/2020</td>
<td></td>
<td>Peggy Campion</td>
<td>5000</td>
<td>Labor:5025 · G...</td>
<td>Ck 12271</td>
<td>X</td>
<td>2,186.22</td>
<td>402,270.44</td>
</tr>
<tr>
<td>06/24/2020</td>
<td></td>
<td>Dana Goertz</td>
<td>5000</td>
<td>Labor:5025 · G...</td>
<td>Ck 12272</td>
<td>X</td>
<td>1,644.21</td>
<td>400,626.23</td>
</tr>
<tr>
<td>06/24/2020</td>
<td></td>
<td>James Totten</td>
<td>5000</td>
<td>Labor:5025 · G...</td>
<td>Ck 12273</td>
<td>X</td>
<td>3,132.66</td>
<td>397,493.57</td>
</tr>
<tr>
<td>06/24/2020</td>
<td></td>
<td></td>
<td>5000</td>
<td>Labor:5325 · E...</td>
<td>X</td>
<td></td>
<td>358.09</td>
<td>397,135.48</td>
</tr>
<tr>
<td>06/24/2020</td>
<td></td>
<td></td>
<td>5335</td>
<td>457b Employee</td>
<td></td>
<td>X</td>
<td>425.13</td>
<td>396,710.35</td>
</tr>
<tr>
<td>06/25/2020</td>
<td>7228</td>
<td>Sandra Lawrence</td>
<td>8000</td>
<td>Operating Expc...</td>
<td>July</td>
<td>X</td>
<td>950.00</td>
<td>395,760.35</td>
</tr>
<tr>
<td>06/25/2020</td>
<td>7229</td>
<td>GM Ellis Law Firm PC</td>
<td>7000</td>
<td>Professional Serv...</td>
<td>July</td>
<td>X</td>
<td>2,650.00</td>
<td>393,110.35</td>
</tr>
<tr>
<td>06/29/2020</td>
<td></td>
<td></td>
<td>8000</td>
<td>Operating Expc...</td>
<td>X</td>
<td></td>
<td>76.07</td>
<td>393,034.28</td>
</tr>
<tr>
<td>06/29/2020</td>
<td></td>
<td>LCRA</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>6,175.00</td>
<td>399,209.28</td>
</tr>
<tr>
<td>06/29/2020</td>
<td></td>
<td>Avara Ranch LLC</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>421.80</td>
<td>399,631.08</td>
</tr>
<tr>
<td>Date</td>
<td>Number</td>
<td>Payee</td>
<td>Account</td>
<td>Memo</td>
<td>Payment</td>
<td>C</td>
<td>Deposit</td>
<td>Balance</td>
</tr>
<tr>
<td>------------</td>
<td>--------</td>
<td>--------------------</td>
<td>---------</td>
<td>-----------------</td>
<td>---------</td>
<td>---</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>7230</td>
<td>Lincoln WSC</td>
<td>1200</td>
<td>Accounts Recei...</td>
<td>X</td>
<td></td>
<td>451.25</td>
<td>400,082.33</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>7230</td>
<td>Peggy Campion</td>
<td>8000</td>
<td>Operating Expe...</td>
<td></td>
<td></td>
<td>66.70</td>
<td>400,015.63</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>7231</td>
<td>City of Smithville</td>
<td>8000</td>
<td>Operating Expe...</td>
<td></td>
<td></td>
<td>209.08</td>
<td>399,806.55</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>7232</td>
<td>Texas Document Sol.</td>
<td>8000</td>
<td>Operating Expe...</td>
<td></td>
<td></td>
<td>271.36</td>
<td>399,535.19</td>
</tr>
<tr>
<td>06/29/2020</td>
<td>7233</td>
<td>Card Service Center</td>
<td>-split-</td>
<td></td>
<td></td>
<td></td>
<td>1,308.73</td>
<td>398,226.46</td>
</tr>
<tr>
<td>06/30/2020</td>
<td></td>
<td></td>
<td>4000</td>
<td>Income:4900</td>
<td>X</td>
<td></td>
<td>40.94</td>
<td>398,267.40</td>
</tr>
<tr>
<td>Date</td>
<td>Number</td>
<td>Payee</td>
<td>Account</td>
<td>Memo</td>
<td>Payment C</td>
<td>Deposit</td>
<td>Balance</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>--------</td>
<td>--------------------</td>
<td>-----------</td>
<td>---------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>01/31/2020</td>
<td></td>
<td></td>
<td>1010</td>
<td>Checking - First... transfer funds</td>
<td>300,000.00</td>
<td>2,912,922.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02/14/2020</td>
<td>4000</td>
<td>Income: 4900 · I...</td>
<td>4000</td>
<td></td>
<td>3,547.11</td>
<td>2,916,469.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03/13/2020</td>
<td>4000</td>
<td>Income: 4900 · I...</td>
<td>4000</td>
<td></td>
<td>3,686.04</td>
<td>2,920,155.27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/13/2020</td>
<td>4000</td>
<td>Income: 4900 · I...</td>
<td>4000</td>
<td></td>
<td>2,488.46</td>
<td>2,922,643.73</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/11/2020</td>
<td>4000</td>
<td>Income: 4900 · I...</td>
<td>4000</td>
<td></td>
<td>1,093.38</td>
<td>2,923,737.11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/08/2020</td>
<td>4000</td>
<td>Income: 4900 · I...</td>
<td>4000</td>
<td></td>
<td>666.69</td>
<td>2,924,403.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company</td>
<td>January</td>
<td>February</td>
<td>March</td>
<td>April</td>
<td>May</td>
<td>June</td>
<td>July</td>
<td>August</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>------</td>
<td>------</td>
<td>----</td>
<td>------</td>
<td>-----</td>
<td>-------</td>
</tr>
<tr>
<td>Acme WPC</td>
<td>18,534,587</td>
<td>9,345,908</td>
<td>3,299,589</td>
<td>3,351,823</td>
<td>3,124,578</td>
<td>2,781,844</td>
<td>2,834,221</td>
<td>3,383,221</td>
</tr>
<tr>
<td>Bakin Co. WPC</td>
<td>223.0</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
</tr>
<tr>
<td>Bakin Co. WPC</td>
<td>223.0</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
</tr>
<tr>
<td>2,119.0</td>
<td>8,688.2</td>
<td>8,314.1</td>
<td>8,712.3</td>
<td>10,068,809</td>
<td>13,301.2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>City of Byworth</td>
<td>6,053.3</td>
<td>4,015</td>
<td>3,716</td>
<td>4,015</td>
<td>3,609</td>
<td>4,015</td>
<td>3,609</td>
<td>4,015</td>
</tr>
<tr>
<td>City of Eide</td>
<td>47,573.0</td>
<td>31,862</td>
<td>30,358</td>
<td>30,358</td>
<td>30,358</td>
<td>30,358</td>
<td>30,358</td>
<td>30,358</td>
</tr>
<tr>
<td>Export vol.</td>
<td>2,662</td>
<td>2,662</td>
<td>2,662</td>
<td>2,662</td>
<td>2,662</td>
<td>2,662</td>
<td>2,662</td>
<td>2,662</td>
</tr>
<tr>
<td>City of Glenville</td>
<td>8,688.2</td>
<td>8,314.1</td>
<td>8,712.3</td>
<td>10,068,809</td>
<td>13,301.2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Bakin Co. WPC</td>
<td>223.0</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
</tr>
<tr>
<td>City of Glenville</td>
<td>6,053.3</td>
<td>4,015</td>
<td>3,716</td>
<td>4,015</td>
<td>3,609</td>
<td>4,015</td>
<td>3,609</td>
<td>4,015</td>
</tr>
<tr>
<td>City of Groton</td>
<td>1,200.0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Export vol.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Operating Permits Total AF:**

- **Acme F. pumped YTD:** 3,444.46
- **101,274.0 AFOY:** 7.00% YTD PUMPING % OF PERMITTED TOTAL
- **Acme F. reported YTD:** 3,359.50
July 2020

- 7:00 p.m. Telephonic Board Meeting
<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>7:00 p.m.</strong></td>
<td>Board Meeting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>