

NOTICE OF OPEN MEETING

Notice is given that a **Regular Meeting and Public Hearing** of the Board of Directors of the Barton Springs/Edwards Aquifer Conservation District will be held in the District office, 1124 Regal Row, Austin, TX, on **Thursday, July 24, 2014**, commencing at **6:00 p.m.** for the following purposes, which may be taken in any order at the discretion of the Board:

Note: The Board of Directors of the Barton Springs/Edwards Aquifer Conservation District reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda, as authorized by the Texas Government Code Sections §551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development) 418.183 (Homeland Security). No final action or decision will be made in Executive Session.

1. **Call to Order.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **Routine Business.**
 - a. **Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
 1. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **Not for public review**
 2. Approval of minutes of the Board's June 26, 2014, Regular Meeting. **Not for public review at this time**
 3. Approval of a joint-funding agreement with USGS at an annual cost of \$7,370 to continue the inclusion of the Lovelady Drought Indicator well in the USGS-managed and reported Texas Data Collection Program. **Pg. 13**
 4. Approval of the elimination of the TexPool Capital account to be merged with the limited-use TexPool Contingency account. **NBU**
 5. Approval of ordering director elections for Precincts 2 and 5 on the general election date in November 2014. **Pg. 17**
 6. Approval of an Interlocal Agreement to coordinate the funding of GMA 10 planning efforts. **Pg. 25**

- b. General Manager's Report.** *(Note: Topics discussed in the General Manager's Report are intended for general administrative and operational information-transfer purposes. The Directors will not take any action unless the topic is specifically listed elsewhere in this agenda.)*

1. Standing Topics.

- i. Personnel matters and utilization
- ii. Upcoming public events of possible interest
- iii. Aquifer conditions and status of drought indicators

- 2. Special Topics.** *(Note: Individual topics listed below may be discussed by the Board in this meeting, but no action will be taken unless a topic is specifically posted elsewhere in this agenda as an item for possible action. A Director may request an individual topic that is presented only under this agenda item be placed on the posted agenda of some future meeting for Board discussion and possible action.)*

- i. Review of Status Update Report – at directors' discretion **Pg. 57**
- ii. Update on activities related to GMA and regional water planning
- iii. Update on efforts to characterize the saline zone of the Edwards Aquifer

- c. Directors' Reports.** *(Note: Directors' comments under this item cannot address an agenda item posted elsewhere on this agenda and no substantive discussion among the Board Members or action will be allowed in this meeting. Communications reported under this item may be used to support Performance Standard 4-1 of the District's Management Plan related to demonstration of effective communication with District constituents.)*

Directors may report on their involvement in activities and dialogue that are of likely interest to the Board, in one or more of the following topical areas:

- Meetings and conferences attended or that will be attended;
- Conversations with public officials, permittees, stakeholders, and other constituents;
- Recognition of people doing good things for groundwater management in the District;
- Issues or problems of concern.

4. Public Hearing (6:15)

The Board will hold a public hearing on the Proposed FY 2015 Budget and Proposed FY 2015 Fee Schedule. At the conclusion of the public hearing, the Board may take action to approve and adopt the Proposed FY 2015 Budget and to approve by resolution the Proposed FY 2015 Fee Schedule. **Pg. 63**

5. Discussion and Possible Action.

- a. Discussion and possible action related to approval of the Proposed FY 2015 Budget.
- b. Discussion and possible action related to approval of the FY 2015 Fee Schedule by Resolution #072414-01. **Pg. 77**

- c. Discussion and possible action related to conditional renewal of all annual Production Permits for FY 2015 contingent on compliance with District rules and renewal requirements. **Pg. 79**
- d. Discussion and possible action related to progress on the District's draft Habitat Conservation Plan (HCP). **NBU**
- e. Discussion and possible action related to approval of a professional consulting services contract with Holland Groundwater Management Consultants, LLC, to continue to support the development of the District HCP and Incidental Take Permit application. **NBU**
- f. Discussion and possible action related to consideration of submittals received in response to the Request for Qualifications (RFQ) to provide legislative consulting services for the District and the selection of firms to receive a follow-up Request for Proposals (RFP). **NBU**
- g. Discussion and possible action related to consideration of declaring Stage II Alarm Drought. **NBU**
- h. Discussion and possible action related to the initial staff review of the draft Environmental Impact Statement for State Highway 45 Southwest and staff-recommended comments for the upcoming public hearing on July 29, 2014. **Pg. 86**

6. Adjournment.

Came to hand and posted on a Bulletin Board in the Courthouse, Travis County, Texas, on this, the _____ day of July, 2014, at _____ .m.

_____, Deputy Clerk

Travis County, TEXAS

Please note: This agenda and available related documentation have been posted on our website, www.bseacd.org. If you have a special interest in a particular item on this agenda and would like any additional documentation that may be developed for Board consideration, please let staff know at least 24 hours in advance of the Board Meeting so that we can have those copies made for you.

The Barton Springs/Edwards Aquifer Conservation District is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the District office at 512-282-8441 at least 24 hours in advance if accommodation is needed.

Item 1
Call to Order

Item 2

Citizen Communications

Item 3

Routine Business

a. Consent Agenda

Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as an item of Regular Business.

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- 4. Approval of the elimination of the TexPool Capital account to be merged with the limited-use TexPool Contingency account.**
- 5. Approval of ordering director elections for Precincts 2 and 5 on the general election date in November 2014.**
- 6. Approval of an Interlocal Agreement to coordinate the funding of GMA 10 planning efforts.**

 COPY



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

June 18, 2014

Brian Hunt
Senior Hydrogeologist
Barton Springs - Edwards Aquifer Conservation Dst
1124 Regal Row
Austin, TX 78748

Dear Mr. Hunt,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Texas Water Science Center Water Resources Investigations, during the period September 1, 2014 through August 31, 2015 in the amount of \$7,370 cash from your agency. Please sign and return one fully-executed original to Karen Beers at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **September 1, 2014**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Meghan Roussel by phone number (512) 927-3503 or email mroussel@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (817) 263-9545 Ext 225 or email at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,



Timothy H. Raines
Acting Director

Enc.: 15CMTX101000000 (2)

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 15CMTX101000000
Customer#: 6000000639
Project #: SJ009ME
TIN #: 74-2488641
USGS DUNS #: 128821266

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the September 1, 2014, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Barton Springs - Edwards Aquifer Conservation Dst party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$0 by the party of the first part during the period
September 1, 2014 to August 31, 2015

(b) \$7,370 by the party of the second part during the period
September 1, 2014 to August 31, 2015

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 15CMTX101000000
Customer#: 6000000639
Project #: SJ009ME
TIN #: 74-2488641
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name: Meghan C Roussel
Supervisory Hydrologist
Address: 1505 Ferguson Lane
Austin, TX 78754-4501
Telephone: (512) 927-3503
Fax: (512) 927-3590
Email: mroussel@usgs.gov

Customer Technical Point of Contact

Name: Brian Hunt
Senior Hydrogeologist
Address: 1124 Regal Row
Austin, TX 78748
Telephone: (512) 282-8441
Fax: (512) 282-7016
Email: brianh@bseacd.org

USGS Billing Point of Contact

Name: Kandis K Becher
Budget Analyst
Address: 2775 Altamesa Blvd.
Fort Worth, TX 76133
Telephone: (817) 263-9545 Ext 225
Fax: (817) 361-0459
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Dana Wilson
Senior Administrative Programs
Manager
Address: 1124 Regal Row
Austin, TX 78748
Telephone: (512) 282-8441
Fax:
Email: dana@bseacd.org

U.S. Geological Survey
United States
Department of Interior

Barton Springs - Edwards Aquifer Conservation Dst

Signature

By  Date: June 18, 2014
Name: Timothy H. Raines
Title: Acting Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Barton Springs - Edwards Aquifer Conservation District
Attachment for 15CMTX101000000

		Site Information						
Description	Code	Units	Diff. Factor	USGS CWP	Customer	Total		
Task: 2 - Ground Water Data Collection								
Site: 301237097464801 Lovelady Well near Austin, TX								
Operation and Maintenance		1.00	1.00	\$0	\$7,370	\$7,370		
Site Totals:				\$0	\$7,370	\$7,370		
1 total site(s) under the Task Totaling:				\$0	\$7,370	\$7,370		
1 total site(s) under the Agreement Totaling:				\$0	\$7,370	\$7,370		

ORDER CALLING ELECTION

WHEREAS, the Board of Directors (the “Board”) of the Barton Springs/Edwards Aquifer Conservation District (the “District” or “BSEACD”) has the authority to call a general election on November 4, 2014 (the “election”) for the election of directors from the District precinct numbers two (2) and five (5); and

WHEREAS, the District has the authority pursuant to Chapter 271, Texas Election Code, to enter into joint election agreements with the other political subdivisions also holding a general election on the same date in all or part of the same territory, collectively to be referred to herein as the “Entities;” and

WHEREAS, the Board finds that it would be to the benefit of the citizens of the District and the Entities to hold a joint election in the election precincts that can be served by common polling places; and

WHEREAS, the Travis County Elections Officer and the District have authority pursuant to Chapter 31, Subchapter D, of the Texas Election Code and Chapter 791 of the Texas Government Code to enter into an agreement for the Travis County Elections Officer to conduct that portion of the District’s election that will be held in Travis County; and

WHEREAS, the Hays County Elections Officer and the District have authority pursuant to Chapter 31, Subchapter D, of the Texas Election Code and Chapter 791 of the Texas Government Code to enter into an agreement for the Hays County Elections Officer to conduct that portion of the District’s election that will be held in Hays County.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT THAT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. The election shall be held on Tuesday, November 4, 2014, which is seventy-eight (78) or more days from the date of the adoption of this order (the “Order”) within the District single member precinct numbers two (2) and five (5) for the election of directors from precinct numbers two (2) and five (5) at which qualified electors of precinct numbers two (2) and five (5) shall be entitled to vote for candidates for director from their respective precincts. The Board hereby finds that holding the election on such date, a uniform election date, is in the public interest. The hours during which the polling places are to be open at the Election shall be from 7:00 o’clock a.m. to 7:00 o’clock p.m.

Section 2. Conduct of Election, Joint Election Agreement, Contract for Election Services, Appointment of Election Officers. The election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and of the United States of America. An electronic voting system, as defined and described in Title 8 of the Texas Election Code, shall be utilized for early voting by personal

appearance and election day in that portion of the election conducted in Travis and Hays Counties. A paper ballot voting system shall be utilized for early voting by mail.

Pursuant to Chapter 31 and Chapter 271 of the Texas Election Code, the Board orders that the Contract for Election Services which also provides for joint election with Hays County be approved in the forms attached as Exhibit "A" attached hereto and incorporated by reference as if fully set out in the body of this Order.

Pursuant to Chapter 31 of the Texas Election Code, the Board orders that this Election be conducted under the terms and conditions of Election Service Contract with Travis County that was approved by the Board at an earlier date.

Pursuant to Chapter 271 of the Texas Election Code, the Board orders that this election be conducted under the terms and conditions of an Agreement to Conduct Joint Elections (the "Joint Election Agreement"), which is currently under development and will be presented to the Board for its approval prior to the conduction of the election.

The Board will appoint the presiding election judges and alternate presiding election judges for each polling location for the election at a subsequent meeting of the Board, prior to the conduction of the election.

Section 3. Voting Precincts; Polling Places. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Travis and Hays County Election Precincts, that are wholly or partially within director precinct numbers two (2) and five (5) and within the territorial boundaries of BSEACD, are hereby designated as the voting precincts of the District for the election. The precinct numbers for BSEACD's election precincts shall be corresponding Travis and Hays Election Precinct Numbers of each precinct that is wholly or partially within the District.

The Board finds the combination of the territory of some of the election precincts that are wholly or partially within the territory of the District into voting precincts of the District served by a single polling place for purposes of the election will result in a more convenient voting opportunity for the voters and a more efficient and cost effective administration of the election and such voting precincts are hereby combined. A list of BSEACD's voting precincts and polling places for each voting precinct and for each combined voting precinct that is wholly or partially within BSEACD will be approved at a subsequent meeting of the Board, prior to the conduction of the election.

Section 271.003 of the Texas Election Code provides that voters of a particular election precinct or a political subdivision may be served in a joint election by a common polling place located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the election. To the extent any polling place utilized by BSEACD in the conduction of the election is located outside the boundaries of the election precinct of BSEACD for any election precinct listed in the above-mentioned exhibit, the Board specifically finds that the polling place selected is convenient and will adequately serve the voters of BSEACD.

Section 4. Early Voting by Mail. The Board appoints Dana Christine Wilson as the District's Regular Early Voting Clerk.

The Board also appoints Joyce Cowan as BSEACD's Joint Early Voting Clerk in Hays County. Ballot applications and ballots voted by mail in Hays County shall be addressed to BSEACD's Joint Voting Clerk at the address indicated immediately below.

BSEACD Early Voting Clerk – Director Election
401 Broadway Street
San Marcos, TX 78662

The Joint Early Voting Clerk for BSEACD in Hays County shall collect all applications for ballots received at the above address during the period allowed by the Texas Election Code.

The Board also appoints Dana DeBeauvoir as BSEACD's Joint Early Voting Clerk in Travis County. Ballot applications and ballots voted by mail in Travis County shall be addressed to BSEACD's Joint Early Voting Clerk at the address indicated immediately below.

BSEACD Early Voting Clerk - Director Election
P.O. Box 149325
Austin, Texas 78714-9325

The Joint Early Voting Clerk for BSEACD in Travis County shall collect all applications for ballots received at the above address during the period allowed by the Texas Election Code.

Section 5. Early Voting by Personal Appearance. Pursuant to Chapter 271, Texas Election Code, and Section 83.008, Texas Election Code, the Joint Early Voting Clerk for that portion of the election conducted in Travis County, for all purposes other than accepting applications for ballots by mail, shall be The Honorable Dana DeBeauvoir. The Joint Early Voting Clerk for that portion of the election conducted in Hays County, for all purposes other than accepting applications for ballots by mail, shall be Joyce Cowan. The Joint Early Voting Clerks shall have the authority to designate such deputy early voting clerks as may be necessary to staff the Early Voting Polling Places established under this order.

Early voting by personal appearance shall be conducted on the dates and at the times to be set forth in an exhibit approved at a subsequent meeting of the Board, prior to the conduction of the election.

Section 6. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. In accordance with the requirements of the Texas Election Code, after the close of voting on Election Day, the presiding election judge for each respective election precinct shall deliver the ballot boxes and other materials for their respective precinct to the return center or central counting station, as applicable. The early voting ballot boards, at a time and in the manner permitted under the Texas Election Code shall tabulate the early voting ballots and deliver the results to the central counting station or return center, as applicable. Further, the early voting ballot boards shall reconvene, as necessary, to make a determination in

relation to provisional ballots as required by the Texas Election Code. The Custodian shall make a written return of the election results to the Board in accordance with the Election Code. The Board shall canvass the returns and declare the results of the election.

Section 7. Training of Election Officials. Instruction for all election officers shall occur as provided in the Joint Election Agreements and Contracts for Election Services.

Section 8. Notice of Election. Notice of the election shall be published one time in the English and Spanish languages, in a newspaper published within BSEACD's territory at least 10 days and not more than 30 days before the election and as otherwise may be required by the Texas Election Code, § 4.003. Notice of the election shall also be posted on the bulletin board used by the Board to post notices of the Board's meetings no later than the 21st day before the election as required by Texas Election Code, § 4.003. In addition to posting notice at a place convenient to the public in the administrative office of the district, notice shall be provided to the Secretary of State, and, as required by Texas Election Code, § 4.008, provided not later than the 60th day before election day to the Travis, Hays and Caldwell County Clerk's Office .

Section 9. Election information to be provided in Spanish. Except as otherwise provided in the Joint Election Agreements and Contracts for Election Services, the Custodian of Records appointed by the Board shall be responsible for the preparation of notices, instructions, orders, ballots and other written material pertaining to the election and shall cause each such document to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternate language to properly participate in the election process.

Except as otherwise provided in the Joint Election Agreements and Contracts for Election Services, the Custodian of Records is also hereby authorized and directed to make available to the voters having need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

Section 10. Appointment of Custodian of Records and Appointment of Agent. On June 26, 2014 the Board appointed Dana Christine Wilson, an employee of the District, as the Custodian of Records and agent to the Board Secretary ("Agent" or "Custodian of Records") to perform the duties of secretary related to the conduct and maintenance of records of the election as required under the Texas Election Code during the period beginning not later than the 50th day before the date of the election and ending not earlier than the 40th day after the day of the election.

In particular, the Agent shall provide applications for candidates, accept applications from candidates for a place on the ballot, determine the order in which names will appear on the ballot for director positions, and accept and maintain records regarding campaign expenditures that may be filed with the District. The Agent shall maintain in her office, the documents, records and other items relating to the election and shall be the person designated to receive documents on behalf of the BSEACD that are required by the Texas Election Code to be filed with the District. The Agent is authorized to designate staff in the District to perform any or all

of the various responsibilities of the Board's Agent. The Agent shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period designated in this section. The Agent shall post notice of the location and hours of his office as required by the Texas Election Code.

Notwithstanding the foregoing, pursuant to Sections 31.096 and 271.010 of the Texas Election Code, the Board appoints The Honorable Dana DeBeauvoir as the Joint Custodian of Records for that portion of the District election conducted in Travis County for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period of preservation required by the Election Code. Pursuant to the Contract for Election Services, the Board also appoints Joyce Cowan as the Custodian for that portion of the District election conducted in Hays County for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period of preservation required by the Election Code.

Section 11. Authority of the President. The President or, in the President's absence, the Vice President of the Board shall have the authority to take, or cause to be taken, all actions reasonable and necessary to insure that the election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed.

In the event that the President or, in the President's absence, the Vice President shall determine from time to time that (a) a polling place is unavailable or unsuitable for such use, or it would be in BSEACD's best interest to relocate the polling place, or (b) that a Presiding Election Judge or Alternate Presiding Judge hereafter designated shall become disqualified or unavailable, the President is hereby authorized to designate and appoint in writing a substitute polling place, Presiding Election Judge or Alternate Presiding Election Judge, giving such notice as is required by the Election Code and as deemed sufficient.

Section 12. Preamble Incorporation. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 13. Inconsistent Provisions. All orders and resolutions, or parts thereof, in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

Section 14. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 15. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 16. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for at least 72 hours preceding the scheduled time of the meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 17. Authorization to Execute. Robert Larsen Ph.D., the acting President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President or, in the President's absence, the Vice President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the election.

Section 18. Effective Date. This Order is effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2014.

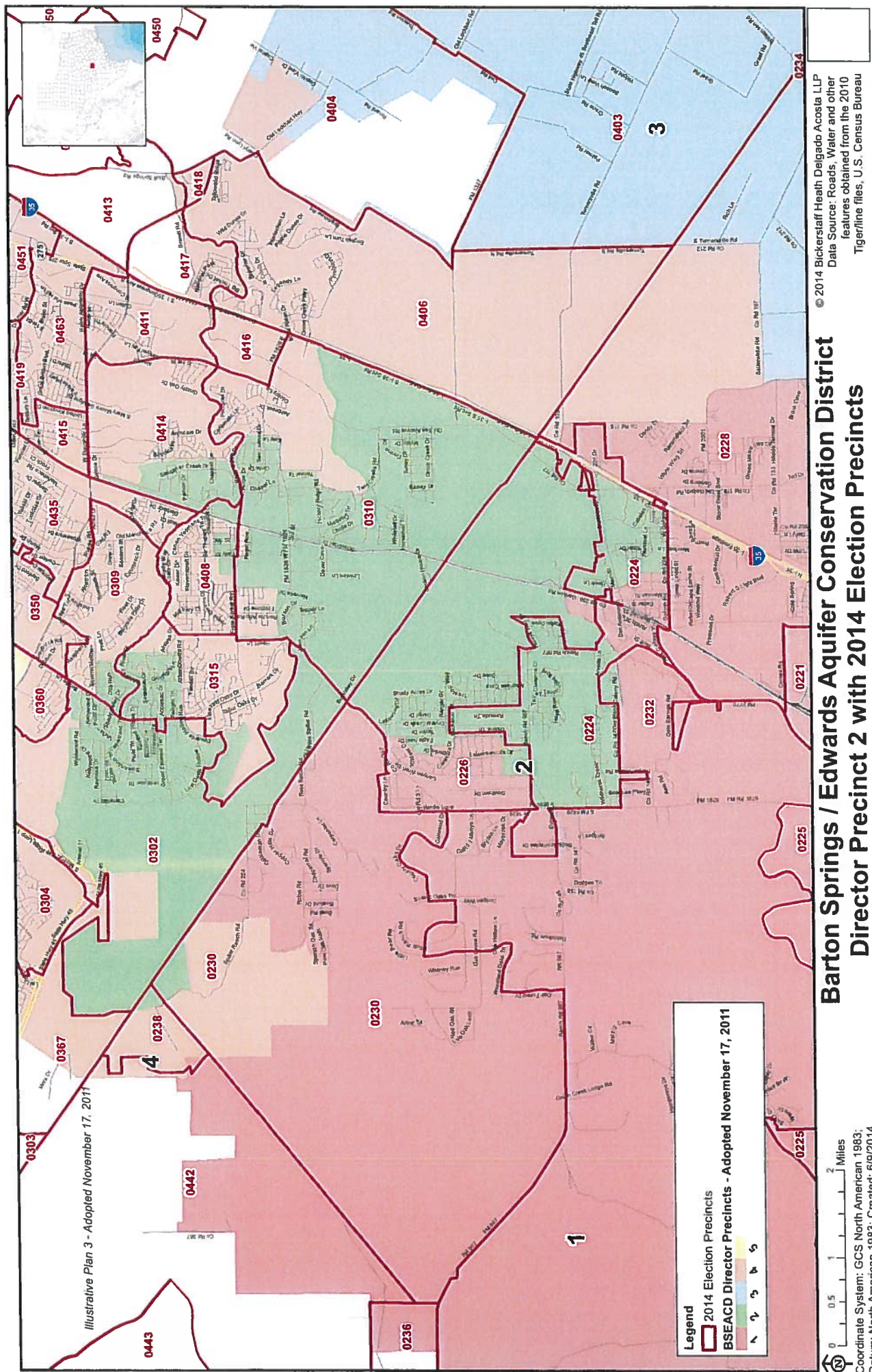
**BARTON SPRING/EDWARDS
AQUIFER CONSERVATION DISTRICT**

Robert D. Larsen, Ph.D.
Acting President, Board of Directors

ATTEST:

Craig Smith
Secretary, Board of Directions

[SEAL]





CONTRACT No. 14-710-PPEA
BETWEEN THE
EDWARDS AQUIFER AUTHORITY
AND
SOUTHWEST RESEARCH INSTITUTE®
FOR PREPARATION OF AN EXPLANATORY REPORT FOR
GROUNDWATER MANAGEMENT AREA 10

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY, ("EAA"), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and SOUTHWEST RESEARCH INSTITUTE®, ("Contractor"), a Geosciences consulting firm with its principal place of business located at 6220 Culebra, San Antonio, TX 78238. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the Edwards Aquifer Authority ("EAA") was created in 1993 by the Edwards Aquifer Authority Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350; as amended ("Act"); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59 of the Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act; and

WHEREAS, under Section 1.11(d)(2) of the Act, the EAA may enter into contracts; and

WHEREAS, the EAA is a member of Groundwater Management Area 10 (GMA 10); and

WHEREAS, GMA 10 is required by Section 36.108 of the Texas Water Code to produce an Explanatory Report; and

WHEREAS, the EAA, on behalf of GMA 10, wishes to engage the services of a Geosciences consulting firm for the production of an Explanatory Report; and

WHEREAS, it is in the public interest that the EAA enter into this Contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the EAA and the Contractor agree as follows:

ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on August 13, 2014 ("Effective Date"), and terminates on August 31, 2015 ("Expiration Date").

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents ("Services") which are attached hereto: (1) the Scope of Work which is attached hereto as Exhibit A ("Scope of Work"); and (2) the Budget Estimate which is attached hereto as Exhibit B ("Budget Estimate"). The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance of its engagement under this Contract.

Section 1.3. Commencement and Completion of Services. The Contractor will commence performing the Services immediately upon the date of receipt of the written notice to proceed issued by the EAA's General Manager. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and in the Exhibits attached hereto. It shall be the Contractor's responsibility to ensure that the completion times for the tasks required under this Contract are met. At the option of the EAA, on behalf of GMA 10, this Contract may be renewed and extended for one additional year, with such election made by the EAA giving the Contractor written notice to renew and extend this Contract prior to the August 31, 2015. Time is of the essence in the performance of this Contract.

A delay in or failure of either party to perform its obligations hereunder as described shall not constitute default under this Contract nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but limited to: acts of God; expropriation or confiscation of facilities or compliance with any order or request of any governmental authority or person purporting to act therefore which affects to a degree not presently existing the supply, availability or use of materials or labor; acts of war or the public enemy; public disorders, rebellion, or sabotage; floods; riots; strikes; whether direct or indirect; or any causes whether or not the class or kind specifically named above, not within the control of the party affected which, by exercise of reasonable diligence, said party is unable to prevent, mitigate or remove.

ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board of Directors of the EAA delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 4.01 of the EAA's Bylaws.

ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay the Contractor, on behalf of GMA 10, for the Services rendered under this Contract in accordance with the Scope of Work, and Budget Estimate, but in no event shall payments to the Contractor exceed \$90,000.00. The Contractor may not exceed this amount and will be responsible for the payment of all of its other and additional costs and expenses. The Contractor is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be held accountable for any unauthorized work performed or funds expended by the Contractor in providing the Services under this Contract.

Section 3.2. Payment. All invoices from the Contractor to the EAA for the Services performed under this Contract shall be sent monthly and shall provide an itemization of the Services rendered, costs and expenses incurred. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control and supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment and materials necessary for the performance of the Services under this Contract. The EAA shall have no right of direction or control of the Contractor, or its employees and agents, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe Contractor personnel in carrying out the Services under this Contract.

ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance of the Services. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Contractor indemnifies and holds harmless the EAA, its officers, employees and directors, from and against any claims brought by any employee,

subcontractor or other agent of the Contractor relating in any way to the Services performed under this Contract.

Section 5.2. Subcontractors. In performing the Services under this Contract, the Contractor may retain and utilize as its subcontractors, to the extent that they are not already employees of the Contractor, those individuals identified to and approved in writing by the EAA, in advance. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any subcontractor utilized by the Contractor. No additional subcontractors may be retained by the Contractor to perform any Services under this Contract without the prior written consent of the EAA, provided that no such consent shall be necessary for the retention of any subcontractor previously approved by the EAA and identified by the Contractor on the Effective Date of this Contract. The Contractor will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

Subcontracting services under this contract will be provided by:

- Intera Incorporated

ARTICLE VI – TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract by the Contractor, its employees, agents or subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the EAA. This shall not prevent Contractor from retaining a copy of the final report generated by Contractor for archival purposes and to reflect Contractor's work performed and services rendered. The EAA shall have unlimited rights to technical and other data resulting directly from the performance of the Contractor's Services under this Contract.

Section 7.2. Delivery of Documents upon Termination. Upon termination of this Contract under Sections 1.3 or 6.1, all such information, property and materials not already in the possession of the EAA will be promptly delivered to the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third-

party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA of any requests for any such information, document, property, or materials by a third-party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the Contractor for actual cost of time and expenses of reproduction of such materials when requested.

ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the Contractor's profession, the Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The Contractor's failure to timely perform the Services as warranted and agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

ARTICLE IX – LIQUIDATED DAMAGES

[This section intentionally left blank]

ARTICLE X – BOND COVERAGE

[This section intentionally left blank]

ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at Contractor's expense, the insurance policies listed below: (1) worker's compensation insurance in compliance with applicable state law; (2) commercial general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than \$1,000,000.00 per occurrence; (3) automobile liability insurance in an amount no less than \$1,000,000.00; (4) umbrella liability insurance in an amount of no less than \$1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage.

Section 11.2. Additional Insureds. The Contractor shall name the EAA and its officers, directors and employees as "additional insureds" on all of the insurance policies specified in Subsection 11.1 above, or with respect to the worker's compensation insurance, contain waivers of subrogation by Contractor and the insurance carrier in favor of the EAA. Not later than the date

of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with certificates of insurance to be issued directly to the EAA by the Contractor's insurance agent, identifying the specified coverage. The Contractor, through its agent of record, shall notify the EAA of any material changes in coverages within thirty (30) days prior to any effective date of change.

Section 11.3. No limitations. Contractor's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by the EAA, nor shall Contractor's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor's or its subcontractors' performance under this Contract and shall waive any claim against the EAA and other participants for damages arising out of the performance of the Services under this Contract.

Section 12.2. Indemnification. The Contractor shall defend, indemnify and hold harmless the EAA, its directors, employees and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs of litigation and attorneys' fees arising from (a) contracts or arrangements between the Contractor and any third parties entered into in performing this Contract, (b) any claims brought by any person relating to this Contract or the Services provided hereunder, or (c) the quality of the Services or the performance of the Services covered by this Contract.

ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY
900 E. Quincy Street
San Antonio, Texas 78215
ATTENTION: ROLAND RUIZ, GENERAL MANAGER

Section 13.2. Notices to the Contractor. All notices or communications under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

SOUTHWEST RESEARCH INSTITUTE®
6220 Culebra Drive
San Antonio, TX 78238
ATTENTION: DR. RON GREEN, Ph.D.

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party.

ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the Contractor and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached hereto or referred to herein are incorporated herein and made a part hereof for all purposes. As used herein, the expression "Contract" means the body of this Contract and such attachments, Exhibits, schedules and/or other documents, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such attachments, exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, arbitration, or other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, including but not limited to attorney's fees, in such action or proceeding in addition to any other relief to which it or they may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.

IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above.

EDWARDS AQUIFER AUTHORITY

SOUTHWEST RESEARCH INSTITUTE®

By: _____
Roland Ruiz
General Manager

By: _____
R.B. Kalmbach
Executive Director, Contracts

ATTEST:

ATTEST:

By: _____
Jennifer Wong-Esparza
Assistant to the Board Secretary

By: _____
Name _____
Title _____

APPROVED AS TO FORM:

Darcy Alan Frownfelter
General Counsel
Edwards Aquifer Authority

EXHIBIT A
SCOPE OF WORK

Explanatory Report for Submittal of Desired Future Conditions to the Texas Water Development Board

Texas Water Code § 36.108 requires groundwater conservation districts to submit desired future conditions of the groundwater resources in their groundwater management area to the executive administrator of the Texas Water Development Board (TWDB). The TWDB expects to receive the following in a submission packet (31 Texas Administrative Code § 356.32) no later than 60 days after final adoption by the groundwater management area of a desired future condition:

- A copy of the adopted desired future conditions and the explanatory report addressing the information required by Texas Water Code §36.108(d-3) and the criteria in Texas Water Code §36.108(d);
- a copy of the resolution from the groundwater conservation districts, within a groundwater management area, adopting the desired future conditions;
- a copy of the notice that was posted for the joint planning meeting at which the districts collectively adopted the desired future condition(s);
- the name of the designated representative of the districts in the groundwater management area;
- any groundwater availability model files or aquifer assessments acceptable to the executive administrator used in developing the adopted desired future conditions with documentation sufficient for TWDB staff to replicate the work; and,
- any other information the executive administrator may require in order to estimate the modeled available groundwater.

The Texas Water Code and TWDB rules do not provide a specific format or organization for the explanatory report. Therefore, districts in groundwater management areas are free to develop explanatory reports that best suit the needs of the districts and fulfill the requirements of the statute. The TWDB recommends that an explanatory report be organized in such a way as to facilitate use by groundwater stakeholders and district constituents. The report will also be a key document if a petition is filed challenging the reasonableness of a desired future condition. The following paragraphs describe a possible approach to organizing the explanatory report.

Elements of the Explanatory Report

According to Texas Water Code § 36.108 (d-3), the district representatives shall produce a desired future conditions explanatory report for the management area and submit to the TWDB and each district in the management area proof that notice was posted for the joint planning meeting, a copy of the resolution, and a copy of the explanatory report. The report must:

1. identify each desired future condition;
2. provide the policy and technical justifications for each desired future condition;

3. include documentation that the factors under Texas Water Code §36.108 (d) were considered by the districts and a discussion of how the adopted desired future conditions impact each factor;
4. list other desired future condition options considered, if any, and the reasons why those options were not adopted; and
5. discuss reasons why recommendations made by advisory committees and relevant public comments received by the districts were or were not incorporated into the desired future conditions.

Factors identified in Texas Water Code §36.108 (d) that are to be discussed in the explanatory report include:

1. aquifer uses or conditions within the management area, including conditions that differ substantially from one geographic area to another;
 - a. for each aquifer, subdivision of an aquifer, or geologic strata and
 - b. for each geographic area overlying an aquifer
2. the water supply needs and water management strategies included in the state water plan;
3. hydrological conditions, including for each aquifer in the management area the total estimated recoverable storage as provided by the executive administrator, and the average annual recharge, inflows, and discharge;
4. other environmental impacts, including impacts on spring flow and other interactions between groundwater and surface water;
5. the impact on subsidence;
6. socioeconomic impacts reasonably expected to occur;
7. the impact on the interests and rights in private property, including ownership and the rights of management area landowners and their lessees and assigns in groundwater as recognized under Section 36.002;
8. the feasibility of achieving the desired future condition; and
9. any other information relevant to the specific desired future conditions.

The desired future conditions proposed under Texas Water Code §36.108 (d) must:

- a. be established for each aquifer, subdivision of an aquifer, or geologic strata, or
- b. be established for each geographic area overlying an aquifer in whole or in part or subdivision of an aquifer; and
- c. provide a balance between the highest practicable level of groundwater production and the conservation, preservation, protection, recharging, and prevention of waste of groundwater and control of subsidence in the management area.

Outline of the Explanatory Report

The explanatory report will include the following outline:

1. Aquifer A (includes aquifer description and the desired future condition)

- 1.1. Policy justification
- 1.2. Technical justification
- 1.3. Factor consideration
 - 1.3.1. Aquifer uses or conditions
 - 1.3.2. Water supply needs
 - 1.3.3. Water management strategies
 - 1.3.4. Hydrological conditions
 - 1.3.4.1. Total estimated recoverable storage (provided by TWDB)
 - 1.3.4.2. Average annual recharge
 - 1.3.4.3. Inflows
 - 1.3.4.4. Discharge
 - 1.3.5. Environmental impacts
 - 1.3.5.1. Springflow
 - 1.3.5.2. Groundwater/Surface Water interaction
 - 1.3.6. Subsidence impacts
 - 1.3.7. Socioeconomic impacts
 - 1.3.8. Private property impacts
 - 1.3.9. Achievement feasibility
 - 1.3.10. Other information
- 1.4. Discussion of other desired future conditions considered
- 1.5. Discussion of other recommendations
 - 1.5.1. Advisory committees
 - 1.5.2. Public comments

2. Aquifer B (repeat outline for Aquifer A, as appropriate and applicable, and continue to repeat, as applicable).

3. Appendices (such as the Total Estimated Recoverable Storage report from the TWDB, applicable GAM runs, other supporting documentation as necessary to support the desired future conditions report)

Documentation Supporting Classification of an Aquifer as Non-Relevant

Districts in a groundwater management area may, as part of the process for adopting and submitting desired future conditions, propose classification of a portion or portions of a relevant aquifer as non-relevant (31 Texas Administrative Code 356.31 (b)). This proposed classification of an aquifer may be made if the districts determine that aquifer characteristics, groundwater demands, and current groundwater uses do not warrant adoption of a desired future condition.

The districts must submit to the TWDB the following documentation for the portion of the aquifer proposed to be classified as non-relevant:

1. A description, location, and/or map of the aquifer or portion of the aquifer;
2. A summary of aquifer characteristics, groundwater demands, and current groundwater uses, including the total estimated recoverable storage as provided by the TWDB, that

- support the conclusion that desired future conditions in adjacent or hydraulically connected relevant aquifer(s) will not be affected; and
3. An explanation of why the aquifer or portion of the aquifer is non-relevant for joint planning purposes.

Dates of Major Documents

Barton Springs Edwards Aquifer CD Management Plan: January 7, 2013
Edwards Aquifer Authority GCD Management Plan: January 5, 2011
Guadalupe County GCD Management Plan: November 8, 2012
Kinney County GCD Management Plan: Approved July 13, 2013
Plum Creek GCD Management Plan: Approved May 14, 2012
Uvalde County UWCD GCD Management Plan: July 26, 2011
Plateau Regional Water Plan (Region J): January 2011
2011 Region K Water Plan for the Lower Colorado Regional Water Planning Group: July 2010
South Central Texas Regional Water Planning Area 2011 Regional Water Plan (Region L): September 2010

Approach and Data Sources for Explanatory Report

1. Identify each desired future condition;
2. Provide the policy and technical justifications for each desired future condition;
3. Aquifer uses or conditions within the management area, including conditions that differ substantially from one geographic area to another;
 - a. for each aquifer, subdivision of an aquifer, or geologic strata and
 - b. for each geographic area overlying an aquifer

There are seven aquifers or subdivisions of aquifers covered in the Explanatory Report. These seven are:

Aquifer	Desired Future Condition (DFC)
Northern Fresh Edwards	Min. drought springflow
	Maintain avg. springflow
Northern Saline Edwards	Max. drawdown at interface
Western Fresh Edwards	Maintain water level elevation
Trinity Aquifer (undifferentiated)	Max. drawdown
Leona Gravel	Zero drawdown
Austin Chalk & Buda	Zero drawdown

Each aquifer or aquifer subdivision will have a separate chapter in the Explanatory Report. As each chapter is completed, it will be shared with GMA 10 for review.

Source for information for each chapter will be the GCD Management Plans. In addition, TWDB records of historical GW use will be cited for all subsections:
<http://www.twdb.texas.gov/waterplanning/waterusesurvey/historical-pumpage.asp>

All GCDs will participate in the Trinity Aquifer section. The Trinity Aquifer is found in the Northern, Central, and Western subsections. The GCD management plans and TWDB documents will be cited.

Northern Subsection:

Fresh Edwards: BSEACD and EAA, cite BSEACD management plan and EAA documents.

Saline Edwards: BSEACD and Plum Creek, cite BSEACD and Plum Creek CD management plans.

Central Subsection:

Buda and Austin Chalk will be considered together. Buda/Austin Chalk: only relevant in

Uvalde County UWCD. Cite Uvalde County UWCD documents.

Leona: Medina and Uvalde counties. Cite EAA, Uvalde County UWCD, and TWDB documents.

Western Subsection:

The GMA 7 and GMA10 analyses are not consistent in Kinney County. The project team will confer with the Kinney County GCD Board Chair to resolve this inconsistency.

4. The water supply needs and water management strategies included in the state water plan;

Sources for information: GCD Management Plans, 2012 State Water Plan, and water demand estimates for 2016 regional water plans.

Rely on GCD management plans and regional water planning information for all aquifers, all subsections.

5. Hydrological conditions, including for each aquifer in the management area, the total estimated recoverable storage as provided by the executive administrator, and the average annual recharge, inflows, and discharge;

Sources for information: GCD Management Plans, GAM runs, and aquifer analyses. Other TWDB data in addition to GAM runs may also be used in this task. However, with the exception of “the total estimated recoverable storage”, all data are from the GAM runs. It is assumed that all GCD management plans are consistent with the GAM runs.

Total estimated recoverable storage as provided by the TWDB executive administrator will be used for all cases. A brief description of the relevance of total estimated recoverable storage to joint planning in GMA 10 will be included.

Recharge estimates will be taken from GAM documentation.

Average annual inflows and discharge from the GAM will be cited.

Inflows and discharge will be determined for each subsection as follows:

All GCDs will participate in the Trinity Aquifer section. The Trinity Aquifer is found in the Northern, Central, and Western subsections. The GCD management plans and TWDB documents will be cited.

Northern Subsection:

Fresh Edwards: BSEACD and EAA. Cite BSEACD management plan.

Saline Edwards: BSEACD and Plum Creek CD. Cite BSEACD and Plum Creek CD

management plans.

Central Subsection:

Buda and Austin Chalk will be considered together. Buda/Austin Chalk: Only relevant in Uvalde County UWCD. Cite Uvalde County UWCD and TWDB documents.

Leona: Medina and Uvalde counties. Cite EAA, Uvalde County UWCD, and TWDB documents and TWDB GAM runs.

Western Subsection:

The GMA 7 and GMA10 analyses are not consistent in Kinney County. The project team will confer with the Kinney County GCD Board Chair to resolve this inconsistency.

6. Other environmental impacts, including impacts on spring flow and other interactions between groundwater and surface water;

Sources for information: TWDB GAMs supplemented by USGS, TWDB, TCEQ, GCD Management Plan data.

The primary source of information for evaluating environmental impacts will be predictive model runs of the GAMs. This is because the models incorporate spring flow and groundwater/surface water interaction and can capture the dynamic relationships of the major components of the aquifer systems. Environmental impacts of a DFC are predictive in nature and relate to a specific pumping distribution. However, we may supplement information on predicted impacts with impacts that have occurred historically using data from USGS, TWDB, and other historical reports.

7. The impact on subsidence;

A brief note will be included that subsidence is not relevant in GMA 10.

8. Socioeconomic impacts reasonably expected to occur;

Source for information: 2011 Regional Water Plans

The water plans for Region J, K, and L include socioeconomic studies conducted by TWDB for each. This information is adequate.

9. The impact on the interests and rights in private property, including ownership and the rights of management area landowners and their lessees and assigns in groundwater as recognized under Section 36.002;



INTERLOCAL AGREEMENT 14-713-PPEA
REGARDING JOINT FUNDING OF AN
EXPLANATORY REPORT
FOR GROUNDWATER MANAGEMENT AREA 10

THIS INTERLOCAL AGREEMENT REGARDING JOINT FUNDING OF AN EXPLANATORY REPORT FOR GROUNDWATER MANAGEMENT AREA 10 (the "Agreement") is made effective as of August 13, 2014 by and between the Barton Springs/Edwards Aquifer Conservation District (BSEACD), the Edwards Aquifer Authority (EAA), the Kinney County Groundwater Conservation District (KCGCD), the Medina County Groundwater Conservation District (MCGCD), the Plum Creek Conservation District (PCCD), and the Uvalde County Underground Water Conservation District (UCUWCD) (collectively, the "Districts"). In this Agreement, the Districts are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, each Party is a political subdivision of the State of Texas created under the authority of Article XVI, Section 59, of the Texas Constitution, and operates or exercises its powers pursuant to Chapter 36 of the Texas Water Code, and each Party's respective enabling act; and

WHEREAS, the Parties desire to and are authorized to enter into this Agreement pursuant to the Texas Interlocal Cooperation Act, § 791.001, et seq. of the Texas Government Code Annotated (Vernon 1994 and Supp. 2000) and pursuant to their respective enabling act, Chapter 36 of the Texas Water Code, including, but not limited to, Sections 36.1086, 36.205, and 36.207 of the Texas Water Code; and

WHEREAS, each Party's boundaries, or a portion thereof, are within Groundwater Management Area 10 ("GMA 10"), as delineated by the Texas Water Development Board (the "TWDB") pursuant to Section 356.23 of TWDB Rules, Title 31 Texas Administrative Code § 356.23; and

WHEREAS, the Parties are required by Section 36.108 of the Texas Water Code to participate in joint planning for the management of the groundwater resources within their respective boundaries, and one facet of this joint planning requirement is to develop Desired Future Conditions (the "DFCs") for the aquifers within their boundaries; and

WHEREAS, the Parties desire to enter into an interlocal agreement to provide funding for a third party consultant to prepare the Explanatory Report (collectively the "Project" as further defined below); and

WHEREAS, the EAA will serve as the Contract Manager and enter into a contract (the "Contract") with Southwest Research Institute® (the "Contractor"), whereby the Contractor shall

gather and incorporate technical information and perform such other services as necessary or appropriate to undertake and complete the Project pursuant to the terms of the Contract, and the Parties shall pay for such costs of the Contract as further described herein; and

WHEREAS, the Parties desire to enter into this Agreement to: (i) memorialize the general concepts of agreement relative to providing funding for the Project and Contract, including the purposes and intent of the Parties in participating in the Project; and (ii) evidence the ultimate rights and responsibilities of the Parties;

WHEREAS, the Parties will all benefit from the Project; and

WHEREAS, this Agreement concerns the performance of governmental functions and services; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this “Interlocal Agreement Regarding Funding of an Explanatory Report for GMA 10.”

1.02 “Annual Party Expense” means the portion that each Party shall pay of each Contractor invoice, which portion shall not exceed the amount specified in the GMA 10- Explanatory Report Funding Matrix, which is attached to this Agreement as Exhibit A.

1.03 “Contractor” means Southwest Research Institute®.

1.04 “Contract” means the contract executed by the EAA and the Contractor for the Contractor to undertake all work necessary to prepare an Explanatory report for GMA 10. The Contract is attached as Exhibit A.

1.05 “Contract Manager” means the EAA.

1.06 “Effective Date” means the last date of execution of this Agreement by the Parties as indicated on the signature pages; provided each of the Parties must execute this Agreement for it to be effective.

1.07 “Party” or “Parties” means the BSEACD, the EAA, the KCGCD, the PCCD, the MCGCD, and the UCUWCD, individually or collectively, as applicable.

1.08 “Project” means developing an Explanatory Report for all aquifers within GMA 10 for which a DFC is adopted or re-adopted.

1.09 "Term" means the term of this Agreement, which shall commence on the Effective Date and terminate on August 31, 2015, thereafter or as otherwise extended or terminated in accordance with the provisions herein.

1.10 "Total Contract Price" means the maximum amount the Parties shall collectively pay under the Contract for the Project, which shall not exceed Ninety Thousand and 00/100 Dollars (\$90,000.00).

II. STRUCTURE & SCOPE OF PROJECT

2.01 General.

(a) Responsibility for the Project. The Parties acknowledge and agree that the EAA will manage the Contractor and the Contract and the Parties shall be jointly responsible for funding the Project, as set forth in this Agreement.

(b) The EAA will manage the Contractor and Contract, and assess each Party their estimated annual portion of expenses as evidenced in the Contract attached as Exhibit A of this Agreement, and provide budget reports at each GMA 10 meeting.

III. CONTRACT

3.01 Contract.

(a) The EAA has entered into a Contract containing terms consistent with this Agreement.

(b) The Contractor shall be responsible for the technical work related to the Project and for completion of the Project.

(c) All payments made by each Party under this Agreement shall be appropriated by each Party's Board of Directors, through each annual budget adopted in accordance with the applicable procedures of each Party.

3.02 Payment for Project.

The Parties agree that the process for payment of the Project invoices is for each party to pay the Contract Manager their appropriate annual expense estimate as described in Exhibit A within 30 days of the beginning of each party's fiscal year. The Contractor will submit invoices on a monthly basis for the previous month's work on the Project to the Contract Manager. The Contract Manager will then review the invoice and, if the expenses are appropriate, submit payment to the Contractor. If the Contract Manager finds a discrepancy or finds clarification of an invoice

submitted by the Contractor to be necessary, the Contract Manager shall work with the Contractor to resolve the discrepancy or receive the clarification. All expenses, including any travel expenses, incurred by Contractor related to the Project are included in the total Contract price for the Project. Upon termination of the Contract, all fees due and owed to the Contractor shall be paid under the terms of this Agreement and as provided in the Contract, and any unspent funds shall be returned to the appropriate parties within 60 days.

3.03 Failure to Pay

A Party's failure to make timely payment as set forth under Section 3.02 and the terms of the Contract may result in the termination of work on the Party's portion of the Project.

IV. OWNERSHIP AND MAINTENANCE OF EXPLANATORY REPORT

4.01 Acceptance of Explanatory Report.

Upon acceptance of the Explanatory Report, the Parties hereby acknowledge and agree that the Explanatory Report is to be owned collectively by the Parties. The Explanatory Report is to be provided to TWDB in coordination with GMA 10 in the joint planning process, including, but not limited to, for the development, proposal, and adoption of DFCs and the calculation of MAGs. After completion of the Project, the parties may jointly or independently utilize the Project results for any purposes which either party deems reasonably necessary.

V. GENERAL PROVISIONS

5.01 Recitals. The recitals in this Agreement are true and correct.

5.02 Cooperation. During the Term of this Agreement, the Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement and to carry out the purposes and intent of the Project.

5.03 Compliance with Laws. All activities of the Parties under this Agreement and the Contractor shall be in compliance with all applicable Federal, State and Local rules, laws, and regulations.

5.04 Agreement Regarding Remedies. The Parties agree that the breach of this Agreement will allow the non-breaching Party/Parties to seek all appropriate remedies provided by law.

5.05 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code and Sections 36.1086, 36.205, and 36.207 of the Texas Water Code. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.06 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction,

the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.07 Source of Payment; Pledge to Secure Payment. The Parties represent and covenant that annual payments to be made by it under this Agreement and under the Contract shall constitute funds appropriated by each Party's Board of Directors through each Party's annual budget adopted in accordance with the applicable procedures of each Party.

5.08 Third Party Beneficiaries. Except as expressly provided for herein with regard to the Contractor and Contract Manager, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

5.09 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that if further agreements regarding the Project in accordance with the Contract are contemplated, they will not be affected or limited by this Agreement.

5.10 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof.

5.11 Relationship of Parties. This Agreement is based upon the active participation of the Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. No Party shall have any power to assume or create any obligation on behalf of the other Party.

5.12 Amendments. Any amendment of this Agreement must be in writing and will be effective if it is signed by all Parties. The annual expenses allotted to each Party in the contract attached as Exhibit A cannot be amended without specific action being taken by the governing body of each party.

5.13 Applicable Law; Venue. This Agreement will be construed in accordance with Texas laws. Venue for any action arising hereunder will be exclusively in the appropriate court in Bexar County, Texas.

5.14 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

Barton Springs/Edwards Aquifer Conservation District:

BSEACD
Attn: Board of Directors
1240 Regal Row
Austin, TX 78748
Telephone: (512) 282-8441
Facsimile: (512) 282-7016

Edwards Aquifer Authority:

EAA
Attn: Board of Directors
900 E. Quincy Street
San Antonio, TX 78215
Telephone: (210) 222-2204
Facsimile: (210) 222-9869

Kinney County Groundwater Conservation District:

Kinney County GCD
Attn: Board of Directors
P.O. Box 369
112 W. Spring St
Brackettville, TX 78832
Telephone: (830) 563-9699
Facsimile: (830) 563-9606

Medina County Groundwater Conservation District:

Medina County GCD
Attn: Board of Directors
1607 Avenue K
Hondo, TX 78861
Telephone: (830) 741-3142
Facsimile: (830) 741-3540

Plum Creek Conservation District:

PCCD
Attn: Board of Directors
P.O. Box 328
1101 W. San Antonio St.
Lockhart, TX 78644
Telephone: (512) 398-2383
Facsimile: (512) 398-7776

Uvalde County Underground Water Conservation District:

Uvalde County UWCD
Attn: Board of Directors
P.O. Box 1419
200 E. Nopal, Suite 203
Uvalde, TX 78802
Telephone: (830) 278-8242
Facsimile: (830) 278-1904

5.15 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
(Signature Pages Follow)

(Signature page of Barton Springs/Edwards Aquifer Conservation District to Interlocal Agreement Regarding Funding for an Explanatory Report for GMA 10)

BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: President, Barton Springs/Edwards Aquifer Conservation District Board of Directors

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: Secretary, Barton Springs/Edwards Aquifer Conservation District Board of Directors

Date: _____

(Signature page of Edwards Aquifer Authority to Interlocal Agreement Regarding Funding for an Explanatory Report for GMA 10)

EDWARDS AQUIFER AUTHORITY:

By: _____

Printed Name: _____

Title: Chair, Edwards Aquifer Authority Board of Directors

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: Secretary, Edwards Aquifer Authority Board of Directors

Date: _____

(Signature page of Kinney County Groundwater Conservation District to Interlocal Agreement Regarding Funding for an Explanatory Report for GMA 10)

KINNEY COUNTY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: President, Kinney County Groundwater Conservation District Board of Directors Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: Secretary, Kinney County Groundwater Conservation District Board of Directors

Date: _____

(Signature page of Medina County Groundwater Conservation District to Interlocal Agreement Regarding Funding for an Explanatory Report for GMA 10)

MEDINA COUNTY GROUNDWATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: President, Medina County Groundwater Conservation District Board of Directors

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: Secretary, Medina County Groundwater Conservation District Board of Directors

Date: _____

(Signature page of Plum Creek Conservation District to Interlocal Agreement Regarding Funding for an Explanatory Report for GMA 10)

PLUM CREEK CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: President, Plum Creek Conservation District Board of Directors

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: Secretary, Plum Creek Conservation District Board of Directors

Date: _____

(Signature page of Uvalde County Underground Water Conservation District to Interlocal Agreement Regarding Funding for an Explanatory Report for GMA 10)

UVALDE COUNTY UNDERGROUND WATER CONSERVATION DISTRICT:

By: _____

Printed Name: _____

Title: Chair, Uvalde County Underground Water Conservation District Board of Directors

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: Secretary, Uvalde County Underground Water Conservation District Board of Directors

Date: _____

Exhibit A
Contractor Contract to be Attached

Item 3

Routine Business

b. General Manager's Report. Note: Topics discussed in the General Manager's Report are intended for administrative and operational information-transfer purposes. The Directors will not deliberate any issues arising from such discussions and no decisions on them will be taken in this meeting, unless the topic is specifically listed elsewhere in this as-posted agenda.

1. Standing Topics.

- i. Personnel matters and utilization**
- ii. Upcoming public events of possible interest**
- iii. Aquifer conditions and status of drought indicators**

2. Special Topics. (Note: Individual topics listed below may be discussed by the Board in this meeting, but no action will be taken unless a topic is specifically posted elsewhere in this agenda as an item for possible action. A Director may request an individual topic that is presented only under this agenda item be placed on the posted agenda of some future meeting for Board discussion and possible action.)

- i. Review of Status Update Report – at directors' discretion**
- ii. Update on activities related to GMA and regional water planning**
- iii. Update on efforts to characterize the saline zone of the Edwards Aquifer**

STATUS REPORT UPDATE FOR JULY 24, 2014, BOARD MEETING

Prepared by District Team Leaders				STATUS/COMMENTS
	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	
GENERAL MANAGEMENT TEAM				
	John Dupnik			External Meetings Attended: with Ginger Faught (City of Dripping Springs) on wastewater plans; with Region K policy subcommittee; with TDS on access agreement for Westbay well; with Texas Desal Groundwater Committee; with Rick Broun (HTGCD); with Rep. Donna Howard on water project funding; with Bob and Onion Creek Club; with Chris Herrington (City of Austin); with RWQPP working group; with Kevin Connolly (USFWS) on HCP status; House Natural Resources Committee Hearing on Interim Charge No. 2; with TCEQ Region 11 on Industrial Asphalt WPAP modification; with Jason Biemer (City of Kyle); GMA 10; Texas Desal Groundwater Committee/TAGD joint meetings; Region K; with Ty Embrey (Lloyd Gosselink); with Zach Sugg (Ph.D. student); Other Meetings Attended: with Integriek on conference room upgrade; with Kirk Holland on HCP; with Don Rauschuber on SH 45. Presentations: Testimony presented to HNRC at hearing on 6-25. Conferences: None.
Summary of Significant Ongoing Activities	JD	17-Jul-14	Meetings, Training, Presentations, and Conferences	
				Ongoing Special Projects: Risk Management Plan development; Revising Seller's Disclosure Notices; TDS saline zone investigation/alternative saline zone access agreement; HCP/ITP application preparation; SH 45 EIS review, TxDOT supplemental agreement; TWDB saline zone grant; RFQ for legislative support services; City of Kyle Rehearing; Telecommuting policy forms; GMA 10 nonvoting advisory committee. Committees and Workgroups: Region K, voting member; GMA 10, voting member; Regional WQ Plan workgroup; TAGD legislative subcommittees on Brackish groundwater, Permitting, and ASR; Texas Desalination Association Brackish groundwater committee; Region K committee on Legislation and Policy; Region K strategy prioritization committee.
	JD	17-Jul-14	Ongoing Special Projects, Committees, and Workgroups	
				Routine Activities/Day-to-Day Operations: provided general oversight of staff incentive projects and activities, and oversight of day-to-day operations; approved purchase orders and expenditures; approved timesheets; prepared agendas and backup for and attended Board meetings; prepared GM report and summary notes of meetings and assigned tasks in response to Board commitments; held regular one-on-one meetings with Team Leads, presided over Planning Team meetings; supervised permitting and regulatory compliance staff and duties. Consultation with Attorney on: telecommuting agreement forms (Cathy Fryer), Kyle rehearing; Consent Decree, GMA 10 contracts/ILA; legislative support RFQ; Board quorum questions; Contract with Holland Groundwater Management. Other Activities: GMA 10 document review; Region K water strategies summary for scoping; respond to timekeeping questions; Region K policy recommendations; TxDOT agreement; no drought/HCP press releases; HCP public comment period; Industrial Asphalt WPAP discussions; make arrangements for CPR training; pre-planning for FY 15 budget.
GENERAL SERVICES TEAM				
Dana Christine Wilson				
Accounts Receivable - A	DCW	18-Jul-14	Permittee accounts carrying a past due balance:	Currently there are no past due accounts (and there are no more billing cycles left in this fiscal year).
Accounts Receivable - B	DCW	18-Jul-14	June 16th billings for July monthly.	\$25,301.21
Accounts Receivable - C	DCW	18-Jul-14	July 16th billings for August monthly.	\$25,301.21
Audit - 2014	DCW	18-Jul-14	While filing end-of-year storage boxes, preparing documents/records for our annual audit.	Audit usually begins in early October.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Banking	DCW	18-Jul-14	Conversion from Citibank to BB&T.	Citi's last transaction on July 13 and BBT's first transaction on July 13. Two Citi accounts now final and closed. Transition/conversion process went smoothly (so far).
Budget	DCW	18-Jul-14	Annual Budget 2015	Fee Schedule and Budget to be approved at 7.24.2014 board meeting as fee schedule is to be completed and Board-approved by resolution 30 days before the end of the fiscal year per District Rule 3-1.16.
Elections - General	DCW	18-Jul-14	Initial tasks in progress - preparing timelines, calendars, candidate packets, orders and notices.	Candidate packets have been prepared although candidates first day to file an application is not until July 19th (which is a Saturday so actual date will be July 21). Draft order is being prepared for possible Board approval to call election on July 24, 2014.
Election - Update	DCW	18-Jul-14	To date, 4 candidate packet #1s have been picked up/signed out.	
Financial Reporting - Website	DCW	18-Jul-14	Most current, available financial reports are posted.	Transaction Detail by Account, Balance Sheet, and Profit and Loss Statement through May 31, 2014.
HCP	DCW	18-Jul-14	Document editing/proofing.	As document becomes available during different phases of the process.
Permits - Annual Renewals	DCW	18-Jul-14	Board renewal for all permits in good standing.	All permits are in good standing for August 16th billing date - 1st billing for FY 2015.
Professional Development	DCW	18-Jul-14	Completed 2 TSU courses.	Human Resources for Certification, and Records Management.
Records Management, Storage, and Retention	DCW	18-Jul-14	Storing into file boxes FY 2014 records for their appropriate retention periods.	
Taxes	DCW	18-Jul-14	Unum Short Term Disability reported on 941.	Quarterly taxes will be a bit different this quarter due to short term disability payroll matching taxes.
REGULATORY COMPLIANCE TEAM John Dupnik				
Enforcement	JD, KBE, VE	18-Jul-14	Justin and Nikki Foster (Ladybird Montessori School)	Mr. and Mrs. Foster also submitted an application for an Edwards Class C Conditional Permit. Staff is currently reviewing the application.
Drought Management	JD, KBE, VE	18-Jul-14	Drought Compliance Monitoring and Enforcement	The District is not currently in drought.
Wildflower Center	JD, KBE, VE	18-Jul-14	Middle Trinity Well	A production permit application has been submitted and they are still working on submitting some key materials of the application (namely the demand estimates). Staff conducted a half day tour with WFC staff to discuss their water use estimates and thier UCP.
Industrial Asphalt	JD, KBE, VE	18-Jul-14	Middle Trinity Well	The technical consultants for Industrial Asphalt plan to have a meeting in the near future with District staff met with Westward Environmental staff to discuss the WPAP modification application that was submitted to TCEQ. The modifications consist of the disturbance of 0.4 and 0.3 acres in the buffer zone to accommodate portable building and trailer (one feature sealed), a new on-grade channel crossing located across an unnamed tributary of Onion Creek, and the installation of 10 hydrocarbon storage tanks. District staff will send comment letter to TCEQ. Options for using the observation well (the original production well) as the designated production well and to schedule an more thorough inspection of the well and quarry were also discussed.
Lonestar Soccer Club	KBE	18-Jul-14	Historic Freshwater Edwards Permit	A PUD is going in at the location of Lonestar Soccer Fields off W. Stansney Lane. Lonestar Soccer club holds an historic Edward permit for 12 M gallons a year. COA planning department and the developer informed staff that there is a note in the ordinance that states "use of the existing water well on Lot 2 will cease and the historic pumping permit will be retired when it is no longer being used for the soccer fields". Staff would like to keep the well as a District monitoring well, but the developers informed staff that a house is plan to go on the site where well is located, and it will be plugged soon. New owners should retire 12 M of historic Edwards soon. The volume will towards the General Conservation Permit and is included in the Ecological Flow Reserve.
Farmland Operating Company - David Trotter	JD, KBE, VE	18-Jul-14	Middle Trinity Well	Mr. Trotter's well was drilled and completed and he will be receiving his permit certificate soon. His well will be submetered with his neighbor.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Current Active Applications	JD, KBE, VE	18-Jul-14	Joseph Burke NDU; Darla and Chad Garrett- NDU; Joe Villafranca- NDU, Ramon Quesada - NDU;	All other applications are not administratively complete and are currently under review.
EDUCATION & OUTREACH				
Thinkery Proposal	RG	18-Jul-14	Preparation of proposal	Robin was contacted by a Engineering Education masters student to help develop a proposal for a permanent exhibit at the Thinkery that introduces visitors to the Edwards Aquifer flow dynamics, importance of conservation and water quality protection. The development of the proposal is in infancy stages and will be developed over the next few weeks.
Groundwater to the Gulf	RG, AA	18-Jul-14	Training Event	This year's 4-day, field trip based training was a great success. The 47 participating teachers gave the training high marks for applicability, diversity of topics covered, and organization. Spotty showers and cooler than average temperatures were appreciated by all. The District provided the geologic overview, aquifer model, rainwater harvesting, flow activity, and wrap up/monitoring talks and activities.
BSEACD Overview Brochure	RG	18-Jul-14	Draft available	The final touches are being made on a BSEACD Overview for policy makers and legislature. The overview includes information on the regional water planning processes, District governing documents, aquifers, permitting, and groundwater resources and recharge. A draft will be available in the Directors' folders at the July meeting.
Internet Traffic Report	RG	04-Jun-14	Page views and visits to the District Website	On the District website over the past month, we've had a slight increase in the number of page views from last month. There were 3,158 page views from 1,247 unique visits. Top pages viewed (in order of hits) are the home page (856 views), Drought Status (386), Reports (210 views), and Staff (133 views). Currently, an upgrade for the Reports page is underway. The upgrade will allow visitors to search by year, category, or keyword. On the District Facebook page we have 199 people who have signed up to 'Like' us.
AQUIFER SCIENCE				
Dye Tracing	BS, BH	18-Jul-14	Dye tracing	Discussions are underway with the EAA and CoA about potential dye tracings in the upcoming months. Locations include sinkholes and wallets in the Blanco River. Following rains in late May that brought flow to Onion Creek, dye was injected into Antioch Cave for a local trace.
319(h) Grant	BS, BH, AA	18-Jul-14	Onion Creek Recharge Enhancement Project	The grant officially ended on August 31, 2011, but the District is committed to continuing upkeep and improvements to the system at Antioch and Sky Ranch. We have installed (7/15/13) a shallow monitor well near the recharge vault to help us monitor recharge. Flooding in Onion Creek on October 31 caused some minor damage to equipment at Antioch.
Water-Quality Studies	BS, BH, AA	18-Jul-14	Sampling and analysis of groundwater and surface water	The District's summer sampling program was conducted in June and July of 2014. Samples for the Magellan project were collected in March.
Saline Zone Studies	BS, BH	18-Jul-14	Installation of multiport monitor well	Plans are moving forward for installation of a saline Edwards multiport well in conjunction with a test well installed by TD and we are currently working on an access agreement. Walton Development has drilled a deep test well east of Kyle to study the middle and lower Trinity and the saline Edwards. They are still testing the well. A report on the Walton well to PCCD is expected by April. A grant application was submitted to TWDB for a possible water-supply project in the Edwards saline zone.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Drought and Water-Level Monitoring	BH, BS, AA	18-Jul-14	Drought status, monitor wells, and synoptic water level events	Heavy rains on October 12 and 13 and again on October 30 and 31 led to flooding and good aquifer recharge. The Board voted to change drought status from Alarm Drought to No Drought effective November 19. As of June 6, discharge from Barton Springs was 68 cfs and the water level in Lovelady was 476.5 ft msl. Alarm State II drought was declared by the Board on April 24. No-drought status was declared on June 26, but dry conditions have caused water levels to drop again.
Information Transfer	BS, BH, AA	18-Jul-14	Presentations, conferences, reports, and publications	District staff presented two papers at the Geological Society of America, South-Central Section meeting in Fayetteville, Arkansas in mid March 2014.
AD-HOC TEAMS				
Technical Team	BAS	18-Jul-14	Current areas of discussion	The main topic of discussion at the technical team meeting in July was review of the Hwy 45 draft environmental impact statement.
Planning Team	JD	17-Jul-14	Strategic and tactical planning and discussion topics	Routine items: reviewed current Board agenda items and identified possible future agenda items, reviewed status of current Board commitments. New Business: FY 15 Budget, FY legislative agenda, Review of FY 14 Goals
UPCOMING ITEMS OF INTEREST				
Only July Board Meeting		24-Jul-14		
TxDOT Technical Working Group		25-Jul-14		
TxDOT Public Hearing on SH 45		29-Jul-14	Bowie High School	
Western Travis County Water Panel		05-Aug-14	TBD	
1st August Board Meeting		14-Aug-14	Projected HCP Hearing Date	
Texas Groundwater Summit		26-Aug-14	thru 8-28, \$\$	
2nd August Board Meeting		28-Aug-14		
1st September Board Meeting		11-Sep-14		
Texas Desalination Conference		11-Sep-14	Hilton Austin Airport, 9515 Hotel Drive, Austin, Texas	
2nd September Board Meeting		25-Sep-14	District Hearing on City of Kyle Permit	
2014 Texas Water Law Institute		19-Nov-14	thru 11-21, Radisson Hotel, Austin, Texas, \$\$	

Item 3

Routine Business

c. Directors' Reports. Note: Board Member comments in this part of the agenda cannot address any aspect of an agenda item posted elsewhere on this agenda, and no substantive discussion among the Board Members or action by the Board on these comments will be allowed in this meeting.

(Note: Directors' comments under this item cannot address an agenda item posted elsewhere on this agenda and no substantive discussion among the Board Members or action will be allowed in this meeting. Communications reported under this item may be used to support Performance Standard 4-1 of the District's Management Plan related to demonstration of effective communication with District constituents.)

Individual Board Members may, on a voluntary basis, make a brief report to the entire Board on their personal involvement in activities and dialogue that are of likely interest to the rest of the Board, in one or more of the following topical areas:

- **Meetings and conferences attended or that will be attended;**
- **Conversations with public officials, permittees, other stakeholders, and private citizens;**
- **Kudos and recognition of people doing good things for groundwater management in the District;**
- **Concerns about specific issues or problems for groundwater management in the District.**

Item 4
Public Hearing
(6:15)

The Board will hold a public hearing on the Proposed FY 2015 Budget and Proposed FY 2015 Fee Schedule. At the conclusion of the public hearing, the Board may take action to approve and adopt the Proposed FY 2015 Budget and to approve by resolution the Proposed FY 2015 Fee Schedule.



**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

MEMORANDUM

Date July 24, 2014

To BSEACD Board of Directors

From Dana

Re 2015 Draft Proposed Budget - (This memo is an updated version of the June 20 memo)

We are presenting the draft 2015 proposed budget for your review. All line items that have any change from its previous amount are highlighted with a light blue square and red font. All amounts affected by the requested transfers are highlighted in bold yellow.

Please note that our projected revenues have been decreasing for the past couple years. Although this is a positive in the fact that it shows that we are reducing water usage of the aquifer and slowly increasing our conservation permit, it also means that we are bringing in less money to fund the budget. This year's projected revenue (derived in part from our pumpage analysis) is \$26,000 less than last year; and last year's projected revenue was \$12,000 less than the previous year.

The requested transfers are for extraordinary items. The multi-port well has already been funded so we are not asking for a new transfer but rather to utilize the transfer that has previously been completed. The same goes for the HCP Completion Project (which is for management and biological consultants, and also the NEPA contractor).

We are also requesting to fund the election and the legislation line items through transfers this year. These line items used to be in separate budget years but due to the change in election dates, they now fall into the same fiscal year. Since it is rare that we actually hold an election, we request to fund it with a transfer so as not to place a burden on the budget by having to reduce other important line items if the election is not held.

We will show below that the total expenses for this preliminary budget, other than the requested transfers, are in line with, and sometimes less than, the total expenses of previous years (1). Please note that we have decreased many line item operating expenses down to a bare minimum leaving not much room for any unexpected expenses that often arrive throughout the year.

We will also show below that the current cash balances compared to previous end-of-year cash balances are healthy enough to fund these transfers, in our opinion (2).

Notes to Proposed Draft 2015 Budget

REVENUE/INCOME:

Requested Transfers totaling \$295,000

Multi-port Well Project	\$160,000
HCP Completion Project	\$80,000
Director Election	\$25,000
Legislation/Lobbyist	\$30,000

EXPENSES:

New Category

Furniture Line Item	\$2,000
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Large Increases

GMA 9 and GMA 10 Funding	\$25,000
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(1) Total Expenses for the past 6 years

2014 to date (July 17)	\$1,199,189
2013	\$1,405,974
2012	\$1,231,036
2011	\$1,392,481
2010	\$1,536,692
2009	\$1,514,022
2008	\$1,431,280

(2) End-of-Year Cash Balances / Total Assets (all accounts including TexPool)

2014 to date (July 17)	\$1,368,521
2013	\$1,188,185
2012	\$1,138,598
2011	\$1,265,780
2010	\$938,149 *
2009	\$1,294,917
2008	\$1,318,527

*large difference due to A/R reporting for \$152,000

9:44 AM
07/17/14
Accrual Basis

Barton Springs Edwards Aquifer
Balance Sheet
As of July 17, 2014

	Jul 17, 14
ASSETS	
Current Assets	
Checking/Savings	
1000.0 · Cash in Bank-Checking BB&T	27,073.91
1010.0 · Cash in Bank - Payroll BB&T	24,127.56
1030.0 · TexPool Funds - General	
1040.1 · Special Drought Reserve	51,050.00
1030.0 · TexPool Funds - General - Other	495,345.74
Total 1030.0 · TexPool Funds - General	546,395.74
1040.0 · TexPool Funds - Contingency	512,268.58
1045.0 · TexPool Funds - Reserve	45,187.39
1050.0 · TexPool Funds - Capital	213,467.87
Total Checking/Savings	1,368,521.05
Accounts Receivable	
1200.0 · Accounts Receivable	25,227.56
Total Accounts Receivable	25,227.56
Other Current Assets	
1100.0 · Petty Cash	300.00
1300.0 · Pre-paid Expenses	3,433.84
1499.0 · Undeposited Funds-A/R payments	14,288.76
Total Other Current Assets	18,022.60
Total Current Assets	1,411,771.21
Fixed Assets	
1400.0 · Field Equipment	376,487.89
1410.0 · Office Equipment & Furniture	20,650.77
1410.1 · Computer Hardware & Software	13,529.69
1420.0 · Vehicles	78,339.03
1430.0 · Accumulated Depreciation	-486,062.55
1440.0 · Land (Antioch Cave)	165,415.00
1445.0 · Office Building	239,417.15
Total Fixed Assets	407,776.98
Other Assets	
1500.0 · Organizational Costs	300,783.26
1510.0 · Accumulated Amortization	-300,783.26
1600.0 · Deposits Paid (Utilities)	71.00
Total Other Assets	71.00
TOTAL ASSETS	1,819,619.19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010.0 · Rebates Payable - Cons Credits	46,429.02
2110.0 · Direct Deposit Liabilities	-673.95
2220.0 · Federal Income Tax Withheld	-37.00
2270.0 · Payroll Liabilities	1,240.02
2300.0 · Accrued Vacation Payable	34,666.53
Total Other Current Liabilities	81,624.62
Total Current Liabilities	81,624.62
Total Liabilities	81,624.62
Equity	
3000.0 · Fund Balance	1,143,801.22
3000.3 · Invested in Capital Assets	365,127.26
3110.0 · Reserve for Petty Cash	300.00
Net Income	228,766.09

9:44 AM
07/17/14
Accrual Basis

Barton Springs Edwards Aquifer
Balance Sheet
As of July 17, 2014

	Jul 17, 14
Total Equity	1,737,994.57
TOTAL LIABILITIES & EQUITY	1,819,619.19

Barton Springs/Edwards Aquifer Conservation District					NOTES	
DRAFT Fiscal Year 2015 Proposed Budget					2014 for reference	
Budgeted Permitted Pumpage (Gallons)		2,843,154,546	Board-approved 2014 Revision 2 3.27.2014	DRAFT Budget 2015	2014 for reference 2,882,048,645	
I. INCOME						
A. Water Use Fees:						
Actual Authorized Pumpage Revenue (@ 17¢ per 1,000 gallons)		2,474,409,921	\$415,890	\$420,650	2,446,112,721	
Actual Authorized Pumpage Revenue (@ 46¢ per 1,000 gallons)		323,277,238	\$160,395	\$148,708	348,684,938	
Total Actual Authorized Pumpage		2,797,687,160	\$576,285	\$569,357	2,795,097,669	
Growth @ 1% based on Total Actual Authorized Pumpage (@ 17¢ per 1,000 gallons)		24,744,099	4,159	4,206	24,461,127	
Growth @ 1% based on Total Actual Authorized Pumpage (@ 46¢ per 1,000 gallons)		3,232,777	1,604	1,487	3,486,849	
Known Potential / Pending Permit Increases (@ 8¢ per 1,000 gallons)		2,000,000	0	160	51,000,000	
Known Potential / Pending Permit Increases (@ 17¢ per 1,000 gallons)		18,190,000	8,670	2,582	8,000,000	
Known Potential / Pending Permit Increases (@ 46¢ per 1,000 gallons)		300,000	\$3,680	\$138	2,882,048,645	
Total Projected Permitting Revenue		2,843,154,545	\$594,398	\$577,931	Budgeted Permitted Pumpage = 38,894,099 gallons less in 2015 vs 2014	
COA Contribution			\$734,922	\$725,004		
Water Transport Fees (\$0.31/1,000 gallons)		400,000,000	\$1,329,320	\$1,302,936		
Total Water Use Fees			\$1,453,320	\$1,426,936		
B. Other Fees:						
Annual Permit Fees			\$4,350	\$4,300		
Administrative Fees	Permit Application and Development		\$4,000	\$4,000		
Total Other Fees			\$8,350	\$8,300		
C. Other Income:						
Interest Income			\$500	\$400		
EAA			\$30,000	\$0		
Miscellaneous Income			\$250	\$0		
Total Other Income			\$30,750	\$400		
D. Transfers Into and Out of Restricted Funds						
Transfer from General account for 2014 Revision 2 expense adjustments	General		\$63,450	\$0		
Transfer from General account for 2014 Revision 1 expense adjustments	General		\$31,600	\$0		
Annual Contribution to Reserves (Contingency)	Contingency		-\$5,000	-\$5,000		
Transfer for Legislation	General		\$0	\$30,000	TOTAL TRANSFER REQUEST IS 295,000	
Transfer for Election	General		\$0	\$25,000		
Transfer from General account for HCP Completion	General		\$0	\$80,000	Management and Biologist Consultants, and NEPA Contractor	
Transfer from General account for Multi-port Well Project	General		\$135,000	\$160,000	Multi-port Well	
TOTAL PROJECTED INCOME			\$1,717,470	\$1,725,636	1,430,636 total revenue before including requested transfers numbers	
				8,165		

NEWEST 7/13/2014 DRAFT 2015 Initial Budget Version A.5.xls

Budgeted Permitted Pumpage (Gallons)			2,843,154,546	Board-approved 2014 Revision 2 3.27.2014	DRAFT Budget 2015	NOTES
II. EXPENDITURES						
A. Operational Expenses						
Electricity & Water				\$7,000	\$7,000	
Telecommunications Services			Phone, Internet, Telemetry, Smartphone	\$18,800	\$18,800	SP - 700K Phone/Internet/Telemetry 11000
Printing / Copying / Photo Processing				\$2,000	\$2,000	
Postage / Freight / Shipping				\$3,000	\$3,000	
Office Supplies / Canteen				\$9,000	\$9,000	
Office Furniture				\$0	\$2,000	new category - Boardroom audience chairs
Computer Hardware / Supplies / AV Equipment			Non-Capital	\$6,000	\$6,000	
Computer Software Maintenance/Upgrades/Acquisitions				\$3,100	\$2,400	Adobe Cloud & anti-virus = 1400
Information Technology Monthly Maintenance				\$12,000	\$12,000	
Computer 3-D Software Maintenance				\$4,950	\$0	maintenance agreement cancelled. Deleting this category
Board Meetings and Staff Meetings				\$4,000	\$5,000	
External Meetings and Sponsorships				\$16,000	\$10,000	
Subscriptions / Publications				\$2,000	\$2,000	
Advertising and Notices				\$4,000	\$4,000	will need for elections
General Miscellaneous				\$1,000	\$0	deleting this category
Accounting System Operation			QED/Quamvis	\$3,500	\$3,500	
Maintenance:						
Fleet Maintenance / Repair			Vehicles	\$5,000	\$5,000	
Office Complex / Offices / Lawn				\$10,600	\$10,600	
Facilities R&M			General R & M	\$5,000	\$5,000	
Facilities Upgrades			Special Projects	\$13,000	\$12,000	specify projects - gutters, fencing, library
Leases:						
Postage Meter Lease			Quarterly lease	\$1,104	\$1,104	
Copier Lease and Maintenance			GR Capital / Dahill / CIT	\$10,500	\$10,500	
Directors Conferences / Travel				\$2,500	\$2,500	
Organizational / Staff Professional Dues				\$5,000	\$6,000	for any new affiliations (this category is used 100%)
Insurance (Auto, Liability, Property, E&O, Public Bonds)				\$5,750	\$5,750	unknown until October
Professional Development			1500 x 10	\$15,000	\$15,000	
Senior Staff Discretionary Funds				\$7,500	\$10,500	moved GM fund from GM team to here
Conservation Credits			Revenue Deduction	\$47,000	\$47,000	
Total Operational Expenses				\$224,304	\$217,654	

Budgeted Permitted Pumpage (Gallons)		2,843,154,546	Board-approved 2014 Revision 2: 3,27,2014	DRAFT Budget 2015	NOTES
B. Salaries and Wages					
Exempt					
Non-exempt					
Salary & Wages			\$628,235	\$642,258	current 2014 salaries
Salary and Wages Cost of Living Increases			\$9,032	\$9,634	1.5% (next application decided in September using Jan/Jul/Aug for CPI, and applied in March)
Salary and Wage Increases			\$7,000	\$5,000	
Salary Merit Adjustments			\$5,000	\$4,000	
Goal-based Incentive Compensation			\$36,564	\$36,888	based on 2015 salaries which are not yet determined Includes 5% and 2-7.5%
Interns			\$11,000	\$11,000	
Directors' Fees of Office		9000 Annual Legislative Cap	\$45,000	\$45,000	
Total Salaries, Wages and Compensation			\$741,831	\$753,780	
C. Employment Taxes, Insurance and Benefits					
Payroll Taxes		7.65%	\$59,298	\$59,664	
Texas Workforce Commission Taxes			\$2,070	\$2,070	changes every March
Group Health Insurance (Employee only)		United and SSIlink 25% of premium District paid	\$74,100	\$74,100	
Group Health Insurance (Dependent Coverage)			\$12,500	\$10,000	
Dental Insurance (Employee & Dependent Coverage)		MetLife	\$13,000	\$13,000	
Life Insurance (Employee Coverage)		Union	\$10,200	\$12,500	will increase in January when new salaries are reported
Vision Insurance (Employee Coverage)		200 x 10	\$2,000	\$2,000	
Workers Compensation Insurance		TNLI	\$3,168	\$3,600	will increase in October based on salaries
Employee Pension Plan Contribution		7.50%	\$52,030	\$55,000	642258+.0634+5000+4000+36888=697780
Total Employment Taxes, Insurance and Benefits			\$228,366	\$231,934	
D. Professional Services					
Auditor (Annual)		Figer and Company	\$12,000	\$12,000	
Retirement Plan (Third Party Administration)		The Standard	\$15,500	\$15,500	
Legal - General Services		Bickstaff	\$45,000	\$55,000	
Legal - Legislation			\$0	\$30,000	lobbyist (REQUEST TRANSFER)
Election - including Legal			\$0	\$25,000	possibly in 2 counties - unknown at this time (REQUEST TRANSFER)
HOA Partnership		(CWP)	\$3,000	\$0	
Total Professional Services			\$75,500	\$137,500	

Budgeted Permitted Pumpage (Gallons)		Board-approved 2014 Revision 2 3.27.2014	DRAFT Budget 2015	NOTES
E. Team Expenditures				
Aquifer Science Team				
Multi-port Well Project		\$132,000	\$160,000	TRANSFER REQUEST Geologic Map Project 2000, Oak Hill Geophysics 6500, Dye-trace Studies 2000
Hydrogeologic Characterization		\$9,000	\$10,500	
Water Chemistry Studies		\$5,000	\$4,000	Well Analyses
Monitor Well and Equipment:		\$12,000	\$11,500	Field Equipment 4000, Equip Maintenance/Replacement 4500, Monitor Well Evaluation/Repair 3000
Contracted Support		\$20,200	\$20,000	10000 USGS Lovelady 10000 Intra saline evaluation
Conferences and Seminars	USGS and Intra AMEC	\$5,000	\$4,000	Malaga etc
Total Aquifer Science Team		\$183,200	\$210,000	less transfer money = 50,000
Education and Outreach Team				
Publications		\$500	\$500	printed materials
Outreach		\$10,000	\$10,000	include double KB scholarship and camp scholarships, cleanups, media/PR, conservation awards, neighborhoods and schools
General Support		\$3,250	\$5,250	loggy gear, giveaways, equipment and supplies, rainwater revival, CTWEN conference, etc
Contracted Support		\$5,200	\$7,000	Zavala website, Galland website, GIS Geology
Conferences and Seminars		\$2,000	\$1,250	
Total Education and Outreach Team		\$20,950	\$24,000	
Regulatory Compliance Team				
Special Projects and Investigations		\$3,500	\$3,000	follow-up sampling from private well screening and background sampling from JV TLAP
Well Sampling and Services		\$12,500	\$11,500	routine inspections and new well sampling, field service, geophysical logging
Equipment and Supplies		\$3,000	\$2,500	lab equipment, tools, field clothes
Contracted Support		\$14,500	\$13,000	Rauscher review of SH 45, Permitting support (Vickers), Jeff Hughes-UNC rates project, Abandoned well program, R Nelson was moved - need to add to professional services
Conferences and Seminars		\$3,500	\$2,500	Water conference in Vegas, Water Law, Texas Water
Total Regulatory Compliance Team		\$37,000	\$32,500	
General Management Team & Administrative Team				
Election		\$2,000	\$0	moved to Professional Services
Contracted Support		\$10,000	\$15,000	EPM legal revision (1,000)
GMA Joint Planning		\$10,500	\$20,000	GMA 9 - 5000 and GMA 10 - 15000
General Manager Discretionary Expense		\$5,000	\$0	changed to 3000 and MOVED TO DISCRETIONARY FUNDS AREA
HCP-Completion Project - Brooks		\$6,000	\$0	line item to be deleted
HCP-Completion Project		\$110,000	\$80,000	TRANSFER REQUEST: Management and Biologist Consultants 20000, NEPA Contractor 60000
HCP-Completion Project - Consultant Contract - 3 Phases		\$59,400	\$0	line item to be deleted
Conferences and Seminars		\$3,000	\$3,000	

Budgeted Permitted Pumpage (Gallons)		2,843,154,546	Board-approved 2014 Revision 2 3.27.2014	DRAFT Budget 2015	NOTES
Total General Management & Administrative Team			\$205,900	\$118,000	
Total Team Expenditures			\$447,050	\$384,500	
F. Grant Expenses			\$0	\$0	
Total Grant Expenses			\$0	\$0	
TOTAL EXPENSES			\$1,717,051	\$1,725,368	
III. BANK ACCOUNTS					
Available Funds					
Citibank(Checking / Payroll)			\$42,000	\$66,144	as of June 20
TexPool General			\$631,343	\$606,382	
Total Available Funds (Excludes Limited Use Funds)			\$673,343	\$672,526	
Limited Use Funds					
TexPool - Contingency Account		Restricted	\$512,219	\$512,257	as of June 20
TexPool - Reserve Account		Restricted	\$45,183	\$45,186	
TexPool - Capital Account		Restricted	\$213,447	\$213,463	
Total Limited Use Funds			\$770,849	\$770,906	
IV. NON-CASH DISBURSEMENTS					
Depreciation Expense		Per Audit Results	\$50,000	\$50,000	
Accrued Benefits Payable (Earned Vacation)			\$20,000	\$20,000	
Total Non-Cash Disbursements			\$70,000	\$70,000	
V. PROJECTED POSITION					
a. Total District Expenditures		excludes non-cash disbursements	\$1,717,051	\$1,725,368	
b. Total District Revenue		current projected income	\$1,717,470	\$1,725,636	
c. Current Net Gain / (Loss)		revenue - expenses	\$419	\$268	
d. Total Revenue & Cash Funds (excluding Limited Use Funds)		projected income + available cash funds to include annual 5,000 transfer	\$2,390,813	\$2,398,162	will be - after annual 5000 transfer
e. Year-End Contingency Fund		(d + c)	\$512,219	\$517,257	
f. Total Revenue & Cash Funds (w/ Contingency & excluding Limited Use Funds)		(d + a)	\$2,903,032	\$2,915,419	
g. Projected Cash Position w/o Contingency Fund		(f - a) OR (f + e)	\$673,762	\$672,794	
h. Projected Cash Position w/ Contingency Fund			\$1,185,981	\$1,190,051	

Barton Springs/Edwards Aquifer Conservation District
Fiscal Year 201~~5~~⁴
Fee Schedule

To be Effective September 1, 201~~4~~³.

I. PERMIT AND WATER USE FEES

A. Permit and Application Fees

\$50.00 Application Fee – assessed to all new non-exempt domestic use (NDU), monitor, and test wells subject to the general permits by rule outlined in District Rule 3-1.20 (a non-refundable, one-time fee assessment). For monitoring wells, multiple wells that are similar in well design, construction, location, and purpose will be assessed an additional \$10 fee for each monitoring well.

\$500.00 Production Permit Application Fee - assessed to all new Production Permits for non-exempt wells not covered by Rule 3-1.20 - general permits by rule (a non-refundable fee assessment).

\$500.00 Transport Permit Application Fee – assessed to all new Transport Permit applications for non-exempt wells (a non-refundable fee assessment). This is in addition to production permit application fee, if applicable. s.

\$50.00 fee assessed to all permittees for renewing annual permits (a non-refundable fee assessment).

B. Water Use Fees

\$0.17 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a Historical Permit or a Conditional Permit not authorized by material amendment.

\$0.46 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a new Conditional Permit or a Conditional Permit authorized by material amendment.

\$0.08 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or an aggregate of wells in the Saline Edwards Management Zone.

\$1.00 per acre foot for Agricultural Wells for annual permitted pumpage for water to be withdrawn from a well or aggregate of wells.

Water Use Fees are assessed annually based on the current permitted pumpage volume of certain non-exempt wells. Permits are issued annually for non-exempt wells and are explicit as to the volume of water permitted to be withdrawn from a well or aggregate of wells over a specific time period.

C. Transport Fees

\$0.31 per 1,000 gallons - assessed annually to all permittees who are transporting water out of the District. Transport fees are based on the volume authorized to be transported outside the District boundaries, in addition to the water use fee associated with the production of that water (a non-refundable fee assessment).

D. Production Permit Amendments– Minor / Major (see District Rules for clarification).

Change of Ownership – change of ownership on all non-exempt wells - **\$50.00**

Production Permit Minor Amendments (a non-refundable fee assessment):

- minor amendments to increase NDU pumpage authorized by District Rule 3-1.20.B - **\$50.00**

- minor amendments to increase pumpage authorized by individual permits - **\$400.00**

Production Permit Major Amendments – major amendments to increase pumpage volumes - **\$500.00** (a non-refundable fee assessment).

E. Excess Pumpage Fee

Permittees who exceed their annual permitted pumpage shall be assessed an excess pumpage fee for groundwater withdrawn in excess of the permitted volume in accordance with the following schedule:

An excess of **500,000 gallons or less:** \$0.17 per 1,000 gallons for Historical Permit or a Conditional Permit not authorized by material amendment.

 \$0.46 per 1,000 gallons for new Conditional Permits and Conditional Permits authorized by material amendment.

An excess of **more than 500,000 gallons:**

Up to 25% of permitted pumpage -	\$0.50 per 1,000 gallons plus the applicable production fee*
25% to 100% of permitted pumpage -	\$1.00 per 1,000 gallons plus the applicable production fee*
Over 100% of permitted pumpage -	\$2.00 per 1,000 gallons plus the applicable production fee*

* Applicable production fee means the higher rate associated with any authorized pumpage.

F. Regulatory/Drought Management Fees

During periods of District-declared drought starting after two full months of a drought period, a drought management fee will be imposed on permittees permitted for more than 2,000,000 gallons annually (excludes all uses under general permits). This regulatory fee will be paid annually in arrears, as a condition of permit renewals at the beginning of each fiscal year. The fee will be assessed per full month of declared drought, with a credit of that same fee amount per month applied for each month that the permittee does not exceed its monthly mandated restriction in the prevailing UDCP. Fees will be assessed in accordance with the following schedule:

For production zone casing with outside diameters nominally 5.0 inches or less * - **\$100.00/month**

For production zone casing with outside nominally between 5.0 inches and 10.0 inches* - **\$250.00/month**

For production zone casing with outside diameters nominally greater than 10.0 inches* - **\$500.00/month**

* For aggregated multiple-well systems, an average outside diameter of production wells.

G. Variance Requests Fee – General and Drought

An applicant may, by meeting eligibility requirements of Section 3-1.25 or Section 3-7.10 and by written petition to the Board, request a variance from the requirements of District Rule 3-1, except Sections 3-1.20, 3-1.22, 3-1.23, and 3-1.24, or District Rule 3-7, respectively. Variance request fees - \$100.00.

II. WELL CONSTRUCTION FEES

A. Well Development Application - per well

A well development application fee is assessed to drill or modify any well in the District. It is also assessed when classifying existing wells as non-exempt and bringing them into compliance with the permitting process. The first assessment of this fee also registers the well with the District. The classifications of the various well types are as defined in the District's prevailing Rules & Bylaws.

\$125.00 – Drilling or modifying all new non-exempt domestic use, monitor, and test wells subject to the general permits by rule outlined in District Rule 3-1.20.

\$500.00 - Drilling or modifying all new non-exempt wells. This does not apply to non-exempt domestic use, monitor, and test wells subject to the general rule by permit outlined in District Rule 3-1.20. This fee is also assessed on previously unpermitted non-exempt existing wells applying for a pumpage permit for more than 12,000,000 gallons (a non-refundable fee assessment).

\$125.00 - Drilling or modifying all exempt wells including closed loop geothermal well systems consisting of ten (10) wells or less within the same system and of like well design and construction. Also assessed on previously unpermitted existing wells applying for a pumpage permit for 12,000,000 gallons or less (a non-refundable fee assessment).

\$10.00 – Assessed for each additional well (above the first ten wells) of the same closed loop geothermal well system and with the same well design and construction.

B. Well Construction Inspection Fee

\$125.00 - Assessed to all wells constructed within the District including well modifications. District staff provides inspection for compliance with District Rules and standards.

C. Well Abandonment / Capping Application Fee

\$50.00 - This fee is for application and site review of proposed abandonment procedures, inspections, and registration on abandonment of exempt wells (a non-refundable fee assessment).

\$125.00 – This fee is for application and site review of proposed abandonment procedures, inspections, and registration on abandonment of all non-exempt wells (a non-refundable fee assessment).

III. OTHER FEES

Meter Verification / Inspection Fee - \$50.00

Assessed only when a permitted user fails inspection after being advised that meters must be installed or calibrated, or when a permittee fails to submit the required meter readings and District personnel must visit the well site or take the meter readings. May be assessed as many times as permitted user fails to comply with Board Orders or District Rules to come into compliance (a non-refundable fee assessment).

Special Fees – \$80.00 per hour

Fee rate will be based on time required for such things as plan review, type of project, fieldwork required, and inspection time. These fees may be applicable to a variety of special cases including closed loop geothermal well systems, special or innovative well developments or closures, and special inspections or requests from local government or private entities.

Returned Check Fee - \$25.00

The District will assess the person writing the returned check a \$25.00 fee for each check returned by the District depository due to insufficient funds, account closed, signature missing, or any other problem causing such a return. This fee will be charged each time a check is returned. If bank charges to the District's account exceed \$25.00, the District shall assess the higher of the two amounts (a non-refundable fee assessment).

Accounting Fee - \$50.00 per hour

Anyone requesting that the District conduct any accounting, other than the routine accounting normally done by the District, shall be assessed an accounting fee of \$50.00 per hour of District staff time spent on the accounting. Accounting fees will not be assessed if District generated errors are found in the Permittee's account.

IV. FEE REFUNDS

The General Manager or a specifically designated representative may approve a refund of any fee for which no District service has been provided at the time of the request for refund is submitted. Requests for refunds must be submitted in writing to the District office and can be mailed, faxed, hand-delivered, or sent by e-mail. Fee payers who feel they have been unfairly denied a refund may request that the matter be reviewed by the Board.

Item 5

Board discussions and possible actions

- a. Discussion and possible action related to approval of the Proposed FY 2015 Budget.**

Item 5

Board discussions and possible actions

b. Discussion and possible action related to approval of the FY 2015 Fee Schedule by Resolution #072414-01.

STATE OF TEXAS

§

RESOLUTION # 072414-01

COUNTY OF TRAVIS

§

§

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT
THAT ADOPTS THE FISCAL YEAR 2015 FEE SCHEDULE**

WHEREAS, the Barton Springs/Edwards Aquifer Conservation District (the "District") has the authority under Chapter 36, Texas Water Code and District Rule 3-1.16 to establish reasonable fees; and

WHEREAS, the Board of Directors of the District is responsible for establishing reasonable fees to manage and operate the District and support the District's groundwater management programs; and

WHEREAS, fees must be established that, when combined with the City of Austin assessment, will provide adequate revenues to fund continuing operations and planned programs, retire debt, maintain adequate contingencies, and to help offset current and future project costs by building upon current reserves; and

WHEREAS, the District is required by District Bylaw 4-8.6 to hold a public hearing prior to adopting or amending a Fee Schedule, and the District has held a properly noticed public hearing on the proposed fee schedule on July 24, 2014, prior to acting on this Resolution; and

WHEREAS, the adoption of this Resolution meets the requirements of District Rules & Bylaws and State law for the adoption of the District's Annual Fee Schedule and Fee Schedule amendments; and

WHEREAS, the Board of Directors of the District desires to address its mandate to conserve, preserve, protect, and enhance the Barton Springs segment of the Edwards Aquifer by adequately funding District programs for scientific research on water quality and quantity, recharge enhancement, public education and information, aquifer protection, to prevent waste of groundwater, protect the rights of owners of interest in groundwater, and other essential activities;

NOW, THEREFORE, WE, THE BOARD OF DIRECTORS OF THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT, DO HEREBY ADOPT THE Proposed Fiscal Year 2015 Fee Schedule as allowed under its enabling legislation codified at Special District Local Laws Code, Chapter 8802; Chapter 36 of the Texas Water Code; and other State laws.

The motion passed with ____ ayes and ____ nays.

PASSED AND APPROVED on July 24, 2014 **TO BE EFFECTIVE** for September 1, 2014.

Robert D. Larsen, Ph.D., Acting Board President

Craig Smith, Board Secretary

Item 5

Board discussions and possible actions

c. Discussion and possible action related to conditional renewal of all annual Production Permits for FY 2015 contingent on compliance with District rules and renewal requirements.

Formulas Audited 5.17.2013.	Historical				Conditional (Edwards only)				DOLLARS				Water Use				DMF by			
	Edwards		Trinity		MA		Class A		Class B		Class C		Pay		Invoice		Annual		Bore	
	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent	17 cent	46 cent
FY 2014/2015 Permitted Billing Worksheet																				
(Last Updated 7.18.2014)																				
2,843,154,546 Budgeted Permitted Pumpage																				
Aqua Texas (Bear Creek)	12,098,000																			
Aqua Texas - Bliss Spillar (was Chap. SW, C Hills)	12,875,000		38,625,000																	
Aqua Texas (Leisurewoods)	88,764,000																			
Aqua Texas (Mooreland)	6,000,000																			
Aqua Texas (Onion Creek)	36,300,000																			
Aqua Texas (Shady Hollow)	80,000,000																			
Arroyo Doble Water System	52,800,000																			
Associated Drilling	2,000,000																			
Barton Properties	400,000																			
Bear Creek Office Park	750,000																			
Buda / Kyle Church of Christ	200,119																			
Centex Materials, Inc.	214,291,000																			
Cimarron Park Water Company	118,000,000																			
City of Austin Water Wastewater																				
City of Buda	275,000,000																			
City of Hays (Elliott Ranch)	45,000,000																			
City of Hays Water Department	14,000,000																			
City of Kyle - Water Use Fee (at 17 and 46 cents)	165,000,000																			
City of Kyle - Transport Fee (350,000,000 gallons at 31 cents)																				
City of Sunset Valley	18,590,000																			
Comal Tackle	843,750																			
Cook-Walden Forest Oaks	5,000,000																			
Creekmoor-Maha WSC	213,696,000																			
Creekside Villas																				
Farmiland Operating Company (David Trotter)																				
Golorth Special Utility District																				
Gulim, Robert																				
Hays C.I.S.D. (Hays High School)	30,000,000																			
Hays C.I.S.D. (Beacon Hill)	421,875																			
Hays County Youth Athletic	4,820,550																			
Hays Hills Baptist Church	300,000																			
Hunt Enterprises (Earl Hunt)	600,000																			
Huntington Utility (now SWWC)	18,000,000																			
Iglesia de Maranatha (Mision Cristiana Maranatha)																				
Independence Park																				
Industrial Asphalt																				
Inn Above Onion Creek The	1,300,000																			
Jackie's Dance & Gymnastics	5,500,000																			
Johnson, Gilbert C.																				
Kretschmar, Alta Mae* (agricultural irrigation)	100,000																			
Kretschmar/Railroad Bar-B-Q	330,000																			
Lockaway Self Storage (aka Tanglewood)																				
Lonestar Soccer Club of America Inc.	12,000,000																			
Loughhead, Scott (Crestview RV)	2,000,000																			
Lowden, Bob - The Painted Horse Pavilion	1,000,000																			
McCoy Corporation	120,000																			
Malone, J.D.	2,000,000																			
Manchaca Baptist Church	600,000																			
Manchaca Bible Fellowship Church	100,000																			

FY 2014/2015 Permittee Billing Worksheet (Last Updated 7.18.2014)													
2,843,154,546 Budgeted Permitted Pumpage													
	17 cent rate	17 cent rate	46 cent rate	46 cent rate	46 cent rate	Permit Total Gallons	DOLLARS			DMF by			
							17 cent rate	46 cent rate	Annual Fee Total	Water Use Invoice Amount	Annual Permit Fee	# of Wells	Size
Manchaca Optimist Youth Sports Complex	4,232,000					4,232,000	\$719.44		\$719.44	1	\$50	1	\$250
Marbridge Foundation	26,730,000					26,730,000	\$4,544.10		\$4,544.10	4	\$50	8	\$250
Monarch Utilities - water use fee	224,400,000		100,000,000			324,400,000	\$38,148.00	\$46,000.00	\$84,148.00	12	\$50	4	\$250
Monarch - Transport fee for partial permit (50,000,000)									\$15,500.00	1			
Mountain City Oaks Water System (J & N Calle)	43,164,000					43,164,000	\$7,337.88		\$7,337.88	12	\$50	1	\$250
Mythic Oak Water Co-op	7,700,000					7,700,000	\$1,309.00		\$1,309.00	12	\$50	2	\$250
Neuro Institute	5,625,000					5,625,000	\$956.25		\$956.25	4	\$50	1	\$250
Oak Forest Water Supply Company	7,000,000	16,500,000			2,000,000	25,500,000	\$3,995.00	\$920.00	\$4,915.00	4	\$50	2	\$250
Orion Creek Country Club (email invoices)	95,166,500					95,166,500	\$16,178.31		\$16,178.31	4	\$50	3	\$250
Orion Creek Kennels	466,838				383,162	850,000	\$79.36		\$255.82	1	\$50	1	
Orion Creek Memorial Park, Inc.	590,625					590,625	\$100.41		\$100.41	1	\$50	1	
Park Hills Baptist Church	420,000					420,000	\$71.40		\$71.40	1	\$50	1	
Porter Company/The	500,000					500,000	\$85.00		\$85.00	1	\$50	1	
Professional Contract Services, Inc. (PCSI)	585,000					585,000	\$0.00		\$612.26	1	\$50	1	
Randolph Austin Company	1,000,000					1,331,000	\$99.45		\$99.45	1	\$50	2	
Rosas, Benjamin (aka Lowden Mobile Home Park)	24,200,000	20,300,000			7,800,000	52,300,000	\$7,565.00		\$11,153.00	4	\$50	5	\$250
Ruby Ranch Water Supply Company	1,875,000					1,875,000	\$318.75		\$318.75	1	\$50	1	\$250
Ruby's Country Store	150,000					150,000	\$25.50		\$25.50	1	\$50	1	
Stripes LLC #1548 (Sac-N-Pac)						490,000	\$220.80		\$220.80	1	\$50	1	
Schulmecht, Glen						500,000	\$230.00		\$230.00	1	\$50	1	
Shoal Creek Properties						14,000,000	\$1,570.11		\$3,369.85	4	\$50	2	
Slaughter Creek Acres Water Company	10,586,725					10,586,725	\$87.98		\$87.98	4	\$50	1	
Sosabee, E.Y.	517,500					517,500	\$68.00		\$68.00	1	\$50	1	
Southern Hills Church of Christ	400,000					400,000	\$95.63		\$95.63	1	\$50	1	
St. Alban's Episcopal Church	562,500					562,500	\$2,720.00		\$2,720.00	4	\$50	2	\$100
St. Andrew's School - (8m Middle Trinity, 8m Lower Trinity)		16,000,000				16,000,000	\$17.00		\$17.00	1	\$50	1	
St. John's Presbyterian	100,000					100,000	\$280.37		\$280.37	1	\$50	2	
Texasanna Properties, Inc.	1,649,250					1,649,250	\$9,307.50		\$9,307.50	4	\$50	1	\$500
Texas-Lehigh Cement (Plant)	54,750,000					54,750,000	\$140.25		\$140.25	4	\$50	1	
Texas-Lehigh Cement (Spectrum)	825,000					825,000	\$255.00		\$255.00	4	\$50	1	
Texas-Lehigh Cement Co (Howe)	1,500,000					1,500,000	\$17.00		\$17.00	1	\$50	1	
Thames, Michael Custom Homes (Office)	100,000					100,000	\$102.00	\$414.00	\$516.00	1	\$50	1	\$250
Travis County (aka Manchaca Firehall)	600,000				900,000	12,000,000	\$2,040.00		\$2,040.00	12	\$50	1	
Twin Creek Park									\$170.00	4	\$50	2	
Twin Oaks Ranch Church Camp	1,000,000					1,000,000	\$344.61		\$344.61	1	\$50	1	
Uplifting Properties (Carlitz Chang & Chang)	397,889					397,889	\$177.80		\$177.80	1	\$50	1	
U.F.W. Post No.3377	180,000					180,000	\$1,345.18		\$1,345.18	4	\$50	3	\$250
Village of San Leanna	29,013,600					29,013,600	\$5,380.70		\$5,380.70	4	\$50	1	\$250
Weatherford, Thomas	5,000,000					5,000,000	\$850.00		\$850.00	4	\$50	1	
Whittington, Keith (Dr. Milton Otto)	300,000				200,000	500,000	\$51.00	\$92.00	\$143.00	1	\$50	1	
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Item 5

Board discussions and possible actions

- d. Discussion and possible action related to progress on the District's draft Habitat Conservation Plan (HCP).**

Item 5

Board discussions and possible actions

e. Discussion and possible action related to approval of a professional consulting services contract with Holland Groundwater Management Consultants, LLC, to continue to support the development of the District HCP and Incidental Take Permit application.

Item 5

Board discussions and possible actions

f. Discussion and possible action related to consideration of submittals received in response to the Request for Qualifications (RFQ) to provide legislative consulting services for the District and the selection of firms to receive a follow-up Request for Proposals (RFP).

Item 5

Board discussions and possible actions

g. Discussion and possible action related to consideration of declaring Stage II Alarm Drought.

Item 5

Board discussions and possible actions

- h. Discussion and possible action related to the initial staff review of the draft Environmental Impact Statement for State Highway 45 Southwest and staff-recommended comments for the upcoming public hearing on July 29, 2014.**

Preliminary Staff Review of the Draft Environmental Impact Statement for State Highway 45 Southwest

July 18, 2014

General Statement: On the basis of the staff's preliminary review, it is our collective opinion that the draft Environmental Impact Statement (EIS) is incomplete and deficient in the key information needed to judge whether the findings and conclusions uphold the intent of the Consent Decree. This judgment is based on the following:

1. The 1990 Consent Decree and the specific measures of the consent decree are not mentioned or referenced in the discussion in key sections (e.g., Process Steps, History of Project, etc.).
2. Certain pertinent findings are based on work that is ongoing and incomplete. For example, the EIS references the number of significant karst features that require action while acknowledging that the karst survey and Geologic Assessment (GA) are ongoing with findings pending.
3. Since the GA is not complete and, of course, not included in the EIS, the actual roadway alignment cannot be determined with certainty. This uncertain alignment affects specific design elements related to BMP designs and treatment of sensitive karst which are integral to evaluating the validity of the EIS findings.
4. The draft EIS presents hypothetical discussion of alignment and construction plans with no design-level commitments. The soft language presented and lack of any site specific design/construction information or limitations (e.g., available footprint, site conflicts, slope/gradient conditions, etc.), makes it difficult to perform any analysis needed to support this EIS and conclusions presented. More detail is needed to assess consistency with the consent decree and the guiding principles related to consistency with the "Public Interest" and protection of the aquifer.
5. Certain pertinent findings are based on insufficient or incorrect data. For example, conclusions as to the possible effects on adjacent wells were made using an incomplete inventory of wells in the area (see attached map).

Preliminary Staff Review. The District's technical staff with assistance of our consultant engineer, Don Rauschuber, have completed a preliminary review of the draft EIS for State Highway 45 Southwest. This preliminary review was conducted using the measures of the consent decree as the frame of reference to guide the evaluation. Principle statements from the preamble of the consent decree (see attachment) that guided our review include:

"...ensure highway is constructed in an environmentally sensitive and prudent fashion

"... terms of the Judgment... are designed to protect the aquifer from the potential effects of highway construction and subsequent use... and consistent with the public interest."

It is important to note that these comments represent a high-level description of the staff's preliminary review and are reflective of the status of the review at this point which is ongoing. Staff intends to further develop the comments for the testimony at the public hearing on July 29, 2014 and in the written comments due on August 13th, 2014.

General Comments:

1. The purpose and need statement (PNS) is repeatedly referenced as the primary criteria for alternatives evaluation. The District provided comments to the coordination plan in October of 2013 recommending that in addition to connectivity and mobility, preservation of the Edwards Aquifer should be included as a high-level criterion for evaluation. This was not included, and ostensibly, not a factor in the evaluation.
2. Consent decree states that the BSEACD will have input on how SH 45 will be built, operated, and maintained. There is no reference to this in the EIS.
3. The EIS describes the employment of an *independent* Environmental Compliance Officer (ECO). However, it does not address the ECO tenure. For example: How long will this position be in place? What enforcement or regulatory duties/powers will the ECO have? Post construction inspection and oversight of permanent BMPs? What are the qualifications for the ECO? Who does the ECO answer to?
4. The BSEACD should be added to the Void Discovery Protocol.
5. The well inventory referenced is substantially incomplete. The EIS references 38 wells in the Area of Influence. District records indicate approximately 150 wells (see attached map). This section and any resulting findings should be re-evaluated to consider all the wells that may be affected.
6. Groundwater pumping figures referenced in the document are sourced from sources other than the BSEACD. The figures should be revised to reflect actual pumping data provided by the District.
7. In Section ES.5, "land use," of the executive summary, there is a statement that cites the BSEACD as concluding that there is limited influence on the amount and pace of development of the project. The District has not formally analyzed this factor or come to this conclusion. Further, it appears the effect on the project on induced growth may be underestimated considering the developments that are planned at the termini of the roadway. These developments, which arguably would not have been planned at the proposed intensity without the roadway, appear to be planned in anticipation of the project.

8. The EIS references the inputs of the technical groups convened to inform the project. These groups, however, did not meet enough or have an opportunity to provide any structured input that could have influenced the design or EIS findings.
9. The impervious cover of the project (16.8%) is greater than allowed by the City of Austin SOS ordinance (15%). The project should be re-designed in an effort to comply with the standard for all other new development over the recharge zone.

BMPs and Pollution Prevention Measures:

1. Documents and information that would inform an evaluation of the effectiveness of the EIS measures were not provided for review. For example, the Environmental Compliance Management Plan describing BMP maintenance was not provided and therefore could not be evaluated.
2. Although the EIS provides a good literature review of BMPs, Appendix H Technical Report only suggests or proposes BMP improvements that do not include the best BMP options described in the EIS literature review.
3. The EIS provides a misleading conclusion that the water quality after proposed treatment is better than a no-build scenario or that would otherwise exist if left undisturbed. This principle conclusion is misleading because it references calculated removals of Total Suspended Solids (TSS) without reference to increased presence of dissolved constituents and other pollutants such as heavy metals, petroleum byproducts, and hazardous materials that could affect water quality in the Edwards Aquifer and Barton Springs. Suggest adding a clarifying sentence in Executive Summary on pg. 187; “while reductions in TSS would be substantial, the road would add new pollutants (heavy metals, petroleum byproducts, and hazardous materials) and some level of pollutants could remain after treatment (particularly dissolved pollutants and heavy metals not adsorbed to particles).”
4. Proposed BMP designs presented in Appendix H do not employ the most effective BMPs: The EIS literature review clearly demonstrates that retention and re-irrigation and batch detention has been shown to be most effective for removing highway runoff contaminants.
5. No discussion of proposed speed limits on the roadway. Probability and frequency of accidents increases with speed. Road would need better hazardous material treatment and response plans with increased traffic speeds and increased traffic loadings.
6. There should be a specific commitment to mitigation should the monitoring indicate any water quality/quantity impacts that are anticipated or adequately prevented or treated by the proposed measures.
7. Since the EIS only suggests the construction of possible BMPs, there is no discussion requiring actual site conditions or existing site restrictions, such as available

footprint, right-of-way limitations, slope or gradient, location of karst features that will receive discharge from the BMPs, etc.

8. There is no indication if fuel trucks and other vehicles carrying hazardous material will be allowed on SH 45.
9. The current EIS references the intent to allow fueling of equipment and storage of hazardous materials on the recharge zone. Any equipment fueling or hazardous material storage, even if short-term, should be offsite.

Monitoring:

1. Monitoring Plan. The conclusions of the EIS are based on the assumption that the BMPs will perform as designed and that all roadway runoff will either be treated or prevented from entering the aquifer. The EIS should commit to a monitoring plan that would involve pre-construction baseline monitoring and construction and post-construction to verify the effectiveness of the BMPs. As referenced above, any measured impacts to groundwater should address the commitments for mitigation.
2. The EIS should include the installation of a least two sets with three aquifer monitoring wells per set spaced equally along the north-south alignment of SH 45. One set of monitoring wells should be placed up-slope from SH 45, with the second set situated down-slope of SH 45. Monitor wells should be monitored semi-annually throughout SH 45 design life to evaluate harm to the aquifer and effectiveness of BMPs.
3. The baseline TSS used to measure the 90% removal should be determined using the lesser of the 80 mg/L standard and the actual background TSS levels measured at the site.

Assessment and Protection of Karst Features:

1. The one specific engineering design proposal (i.e., the construction of 2,900 linear feet of retaining wall) for Flint Ridge Cave has significant fatal flaws and is not the BMP to protect this major recharge feature. Other options should be considered including:
 - Grade separation (as referenced in the consent decree). Elevate SH 45 over the entire Flint Ridge Cave drainage basin.
 - Curb and gutter the entire length of SH 45 and convey stormwater runoff and all associated pollutants off of Edwards Aquifer Recharge Zone to the extent practical.
 - Convey all roadway runoff through culverts and pipes rather than soil lined swales and ditches to eliminate potential for infiltration.
2. The concept of diverting water into Flint Ridge Cave from an adjacent area is not well explained and potentially very problematic.

3. Significant features table (p 95). The map doesn't extend south and east enough to cover the full alignment to the boundary of the recharge zone. This table is incomplete since the GA is not complete, nor included in the EIS. In addition, the EIS maps illustrating the location of karst/non-karst features within the Study Area must clearly show the aerial extent of each feature and proposed "No-Build" setback requirements. Are there maps with more features?
4. The project should have a void mitigation plan to address any voids encountered during excavation, trenching, or boring.

Recommendations:

- Re-evaluate the use of best available BMPs such as the measures used on Wonder World Drive in San Marcos (grade separation over sensitive features, curb and gutter all runoff and route to BMPs). Given the sensitivity of the recharge zone that is bisected by the proposed roadway, aquifer protection and preservation must be project's first and foremost priority.
- Incorporate additional monitoring and mitigation and address unanticipated impacts.
- Based on the timeline provided in the coordination plan (see attachment), the preparation of the draft EIS appears to be a full three months ahead of schedule. Staff recommends withdrawing the draft EIS to allow an updated evaluation using data provided by the incomplete GA and corrected data and information where assumptions used to draw conclusions in this draft were incomplete or inaccurate. The revised draft should also include the recommended monitoring and mitigation.
- The EIS will require substantial modification to address the identified issues and deficiencies. Staff recommends that after the draft has been modified to incorporate the necessary data and studies and has been re-evaluated in light of those findings, the draft EIS should be re-released for an additional but separate round of public review and comment.
- The District should reserve any judgment of the validity of the EIS findings and conclusions until a completed document is provided for review.

Table 2. Preliminary Schedule for Completion of Environmental Review Process for Proposed SH 45 Southwest Project

Major Coordination Point/Activity	Expected Date
Publication of NOI	June 2013
Develop Draft Coordination Plan	June through November 2013
Submit Revised Coordination Plan	November 2013
Send Participating Agency Invitations	July 2013
Conduct Agency Scoping Meeting #1	July 2013
Develop Draft Purpose and Need	July through November 2013
Conduct Public Scoping Meeting #1	October 2013
Conduct Technical Work Group Meeting	October 2013
Prepare DEIS	October through January 2014
Conduct Technical Work Group Meetings	November 2013
Conduct Environmental Listening Workshop	November 2013
Conduct Public Meeting #2	December 2013
Conduct Agency Meeting #2	December 2013
Conduct Technical Work Group Meeting	December 2013
Conduct Technical Work Group Meeting	January 2014
Conduct Technical Work Group Meetings	February 2014
Review and Process DEIS	February through April 2014
Public Hearing for DEIS	July 2014
Close of Comments	July 2014
Address Public Comments	July through August 2014
Identification of Preferred Alternative and Mitigation	August 2014
Prepare FEIS	August 2014
Review and Process FEIS	August through November 2014
Prepare ROD	November through December 2014
Anticipated Issuance of ROD	December 2014
Completion of Permits, Licenses or Approvals after the ROD	As needed prior to construction

3.2 AGENCY MEETINGS/TECHNICAL WORK GROUP MEETINGS

The Project Team will host agency meetings and technical work group meetings with federal and state agencies, groups with an interest in the proposed SH 45SW Project, and Participating Agencies as needed. The meetings will be moderated by TxDOT and are in

December 2013

State Highway 45 Southwest

From Loop 1 (MoPac) to Farm-to-Market Road (FM) 1626

Travis and Hays Counties, Texas

CSJ: 1200-06-004 & 1200-07-001

Draft

Environmental Impact Statement

Texas Department of Transportation
Austin District

June 2014

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State Highway (SH) 45 Southwest
From State Loop 1 (MoPac) to Farm-to-Market Road (FM) 1626

CSJ: 1200-06-04 & 1200-07-001

DRAFT ENVIRONMENTAL IMPACT STATEMENT
SUBMITTED PURSUANT TO 43 TEXAS ADMINISTRATIVE CODE CHAPTER 2
BY THE
TEXAS DEPARTMENT OF TRANSPORTATION

6/19/14
Date of Approval

Carlos Swonke
Texas Department of Transportation

The following persons may be contacted for additional information concerning this document:

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Comments on this Draft Environmental Impact Statement (DEIS) are due 15 days after the public hearing and should be sent to the Texas Department of Transportation Austin District, Attention: Stacey Benningfield, Austin District Environmental Manager, P.O. Drawer 15426, Austin, TX 78761-5426. Comments can also be submitted on the project website: www.sh45sw.com

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EXECUTIVE SUMMARY

ES.1 LEAD AGENCIES AND PARTICIPATING AGENCIES

The Texas Department of Transportation (TxDOT) and Central Texas Regional Mobility Authority (Mobility Authority) are the lead agencies on the proposed State Highway 45 Southwest (SH 45SW) project (hereafter referred to as “proposed project”). The following agencies have agreed to be Participating Agencies in the process:

- Barton Springs/Edwards Aquifer Conservation District
- Capital Metropolitan Transportation Authority
- City of Austin
- Hays County
- Texas Historical Commission
- Texas Parks and Wildlife Department
- Tonkawa Tribe of Oklahoma
- Travis County
- U.S. Fish and Wildlife Service

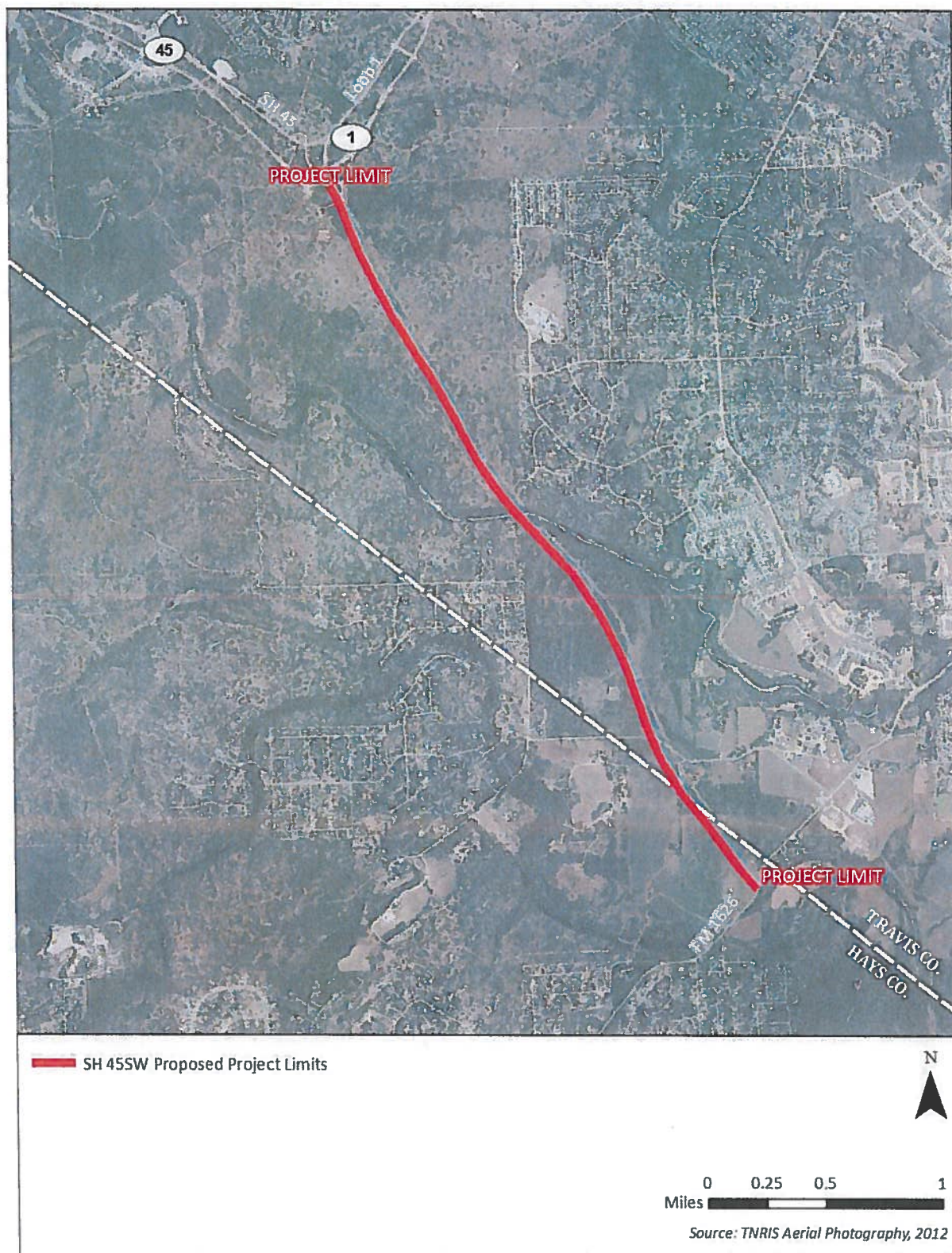
ES.2 SUMMARY OF THE ACTION

This DEIS evaluates the environmental, social, and economic impacts potentially resulting from the proposed construction of State Highway 45 Southwest (SH 45SW). The proposed, non-federally funded project is being developed by TxDOT in conjunction with the Mobility Authority. The limits of the proposed project would extend from State Loop 1 (locally known as MoPac) to Farm-to-Market Road (FM) 1626 in southern Travis County and northern Hays County, Texas (**Figure ES-1**). The proposed new location, four-lane, limited access tolled facility would be approximately four miles long and is identified in the current Capital Area Metropolitan Planning Organization (CAMPO) *2035 Regional Transportation Plan (RTP)*. A shared use path would parallel the entire roadway. The width of the right-of-way (ROW) would vary from 300 feet to approximately 600 feet.

The proposed project evolved from efforts, begun in the early 1980s, to create a controlled-access highway facility (called the Austin Outer Parkway) circling the city of Austin. The current SH 45SW project is located within the limits of what was previously known as Segment 3 of the Austin Outer Parkway. Although the Austin Outer Parkway is no longer being pursued, the proposed project remains a priority for the community, as evidenced by the proposed project’s inclusion in various forms in the Austin area’s 2020, 2025, and 2035 regional transportation plans.

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Figure ES-1: Proposed Project Limits



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ES.3 PURPOSE AND NEED FOR THE ACTION

The purpose of the proposed action is to improve system connectivity, local mobility, and travel times, while providing an efficient alternative route to congested local roadways in northern Hays and southern Travis Counties.

The proposed action seeks to address the following conditions (needs): drivers in this area experience traffic congestion and delays stemming from the lack of efficient, direct routes connecting northern Hays County to Travis County and Austin. Existing routes within the area are circuitous and require drivers to pass through numerous signalized intersections, also increasing travel times.

Traffic congestion is exacerbated by the area's booming population growth. Between 1990 and 2010, the population increased 241 percent within the census tracts surrounding the proposed project area (US Census, 1990, 2010). Population within the area is expected to increase by an additional (approximately) 40 percent between 2010 and 2035 (CAMPO, 2010b). There is a direct correlation between population and traffic. Therefore, as the population of the area increases, so too does the volume of traffic on the existing roadway network.

With the population in the area expected to grow, current congestion-related delays on the roadway network can be expected to worsen. Calculations of travel time differences using the CAMPO 2035 travel demand model, adjusted to reflect updated demographic and traffic conditions, indicate that travel times along existing routes in northern Hays and southern Travis Counties in 2035 are projected to be nearly 80 percent longer on average than observed travel times in 2014 (**Table ES-1**).

Table ES-1: Travel Time Differences along Existing Local Roadways 2014-2035

Peak Hour	Route	2014 Observed Travel Time (min) ⁽¹⁾	2035 Projected Travel Time (min) ⁽²⁾	Percentage Increase in Travel Time 2014-2035
AM	FM 1626-Brodie-Slaughter-MoPac	20	39	89%
AM	FM 1626-Manchaca-Slaughter-MoPac	22	44 ⁽³⁾	97%
PM	MoPac-Slaughter-Brodie-FM 1626	19	37	90%
PM	MoPac-Slaughter-Manchaca-FM 1626	29	41	42%

Source: RTG, 2014

(1): A minute of travel time was added to account for the decrease in speed associated with MoPac on and off ramps.

(2): Travel time projections in 2035 for the No Build scenario (without the proposed project)

(3): Travel times adjacent to Manchaca Elementary were increased 25% to account for the reduced speed in the school zone.

By providing an alternative route to these congested local roadways, the proposed project would contribute to improving the overall function of the transportation system in this area.

ES.4 SUMMARY OF ALTERNATIVES CONSIDERED

No Build Alternative

Under the No Build Alternative, the proposed project would not be constructed; however, this alternative assumes that all other improvements in the CAMPO 2035 RTP would be constructed. Although it does not meet the proposed project's purpose and need, the No Build Alternative was carried through the environmental impact analysis to assess the impacts of no action.

Preliminary and Reasonable Alternatives

The following preliminary alternatives were evaluated: Transportation System Management (TSM), Travel Demand Management (TDM), the Upgrade One or More Existing Roadways Alternative, the New Tollway on New Location Alternative, the New Tollway on Existing State-Owned Right-of-Way (ROW) Alternative, and the No Build Alternative. These preliminary alternatives were presented at the second public scoping meeting and second agency scoping meeting (December 2013).

Some of the preliminary alternatives listed above were eliminated from further consideration for failing to meet the established purpose and need. Other alternatives would require additional ROW acquisition, which would result in displacements and impacts to City of Austin Water Quality Protection Lands (WQPLs) – lands protected from development in perpetuity to protect the quality and quantity of water in the Edwards Aquifer. Because other, less intrusive alternatives were available which satisfied the established purpose and need without displacements or impacts to WQPLs, alternatives requiring additional ROW were considered unreasonable and were eliminated from further consideration. The New Tollway on State-Owned ROW Alternative was the only alternative that was both reasonable and met the purpose and need of the proposed project. The TSM and TDM alternatives were eliminated from further consideration due to their failure to meet the purpose and need of the proposed project. The Upgrade One or More Existing Roadways Alternative and New Tollway on New Location Alternative would result in residential and/or commercial displacements and would directly impact WQPLs. The New Tollway on Existing State-Owned ROW Alternative would not result in these displacements or impacts to preserved lands and does meet the proposed project's stated purpose and need. Therefore, this alternative was carried forward as a reasonable alternative for further evaluation in the DEIS. It is discussed in this document as the Build Alternative.

Preferred Alternative

Based on the analysis of environmental, social, and economic impacts associated with both the Build and No Build Alternatives, the Build Alternative was identified as the Preferred Alternative for the proposed project. The evaluation of the Build and No Build Alternatives was based on the following criteria:

- Ability to meet the proposed project's purpose and need,
- Effects on the human and natural environments, including
 - Impacts to preserved lands
 - Impacts to neighborhoods
 - Impacts to threatened and endangered species' habitat
 - Projected impacts on mobility

The Build Alternative was identified as it

- Satisfies the proposed project's purpose and need,
- Considers the input of citizens and other stakeholders by:
 - Incorporating water quality protection measures that exceed the requirements of the Edwards Aquifer Rules
 - Incorporating design elements from the Mobility Authority-sponsored design competition, Green Mobility Challenge, including Permeable Friction Course (PFC) pavement, bio-filtration strips, and innovative interchange design
 - Adding a shared use path along the proposed project's length to accommodate bicyclists and pedestrians
 - Excluding frontage roads throughout the proposed project's length
 - Minimizing direct impacts to karst features by eliminating the center grassy median between MoPac and Bear Creek. This provides a narrower construction footprint and aids in establishing a roadway horizontal alignment that best avoids the known karst features.
- Avoids direct impacts to WQPLs, neighborhoods, and public facilities by constructing all improvements within existing state-owned ROW.

ES.5 SUMMARY OF ENVIRONMENTAL IMPACTS

Build Alternative

Under the Build Alternative, direct impacts would stem from the construction and operation of the roadway itself. Direct impacts are analyzed for the area within the Build Alternative's construction footprint, lying within the larger proposed project study area, an approximately 5,327-acre area in southern Travis and northern Hays Counties. Indirect impacts associated with induced growth are not anticipated to be significant under the Build Alternative due to the limited access nature of the roadway, the large amount of protected lands in the proposed project's area of influence (AOI – area in which project-related impacts that are removed in time or distance from the proposed project site itself may still occur), and the high rate of growth already occurring in the area (even in the absence of the proposed facility).

Impacts to the Human Environment

Land Use

Direct project-related impacts to land use would not be anticipated to occur under the Build Alternative, as the proposed roadway would be built on pre-existing transportation ROW. While induced growth could occur as an indirect result of the proposed project, the amount of land available for development within the proposed project's AOI is constrained by several factors. Approximately 7,656 acres (18 percent) of the proposed project's AOI is comprised of WQPLs; much of this land parallels the state-owned ROW on which the proposed roadway would be constructed. These WQPLs have been protected in perpetuity from development. Further, the roadway is proposed to be a limited access facility, with only three points of access along it: the two termini at MoPac and FM 1626 and one interchange at Bliss Spillar Road. No frontage roads would be constructed as part of this proposed project. The lack of frontage roads and the limited number of access points constrain opportunities for potential development immediately adjacent to the roadway. Citing these factors, local planning experts, including City of Austin (COA), Travis County, and the Barton Springs/Edwards Aquifer Conservation District, expect that the proposed project would have a limited influence on the amount and pace of development in the southern Travis/northern Hays County area. The proposed project's influence on development is not anticipated to be significant, especially given the Austin area's high rate of growth overall and within the study area.

Socioeconomic Resources

The Build Alternative is not anticipated to directly impact community cohesion, as it does not bisect any existing neighborhoods or displace public facilities or resources. Due to a lack of frontage roads and few access points, impacts to travel patterns and access would be focused at the three points of access to the proposed roadway (the termini at MoPac and FM 1626 and an interchange at Bliss Spillar Road). At these points, access to the area transportation network would improve as the proposed roadway is expected to improve connectivity, mobility, travel times, and provide an alternative route to congested local roadways. Additionally, bicycle and pedestrian access would improve in the area under the Build Alternative as a shared use path would be constructed along the length of the proposed project. This shared use path may also connect to the proposed Violet Crown Trail and to FM 1626's wide, bike-accessible shoulders, augmenting bicycle and pedestrian infrastructure in the area.

The Build Alternative is proposed as a tolled roadway. A project-level toll analysis indicates that impacts to environmental justice (EJ) populations would not be expected with the construction of the roadway as the best available information indicates that there are no low-income populations within the study area. Although eight census blocks within the study area are comprised of over 50 percent minority residents, adverse impacts to these populations are not anticipated as the proposed project would not alter existing access to or within these neighborhoods. Further, the proposed project would provide benefits to all residents in the study area alike, including increased mobility and improved travel times on both the tolled roadway and non-tolled existing routes. Economic impacts associated with the Build Alternative largely stem from the tolls required to use the facility. Pending a full financial analysis to set toll rates, the economic impact on drivers of the proposed roadway is estimated to be \$600 per year (assuming a toll rate of \$0.30/mile and 250 round-trips annually). Under Mobility Authority tolling policy, emergency and public transit vehicles would not be charged a toll.

Air Quality

A quantitative analysis of air quality impacts resulting from the Build Alternative was not completed for this environmental impact analysis as traffic projections for the design year are 34,400 vehicles per day (vpd), well under the 140,000 vpd threshold for a Traffic Air Quality Analysis. The Vehicle Miles Traveled (VMT) in the study area estimated for the Build Alternative is slightly higher than for the No Build Alternative because the proposed roadway would increase access, attracting trips that would not otherwise occur in the area. This increase in VMT means Mobile Source Air Toxics (MSATs) under the Build Alternative may be higher than the No Build Alternative in the study area. Regardless of the alternative chosen, emissions will likely be lower than present levels in the design year as a result of the Environmental Protection Agency's (EPA's) national control programs that are projected to reduce annual MSAT emissions by over 80 percent from 2010 to 2050. Local conditions may differ from these

national projections in terms of fleet mix and turnover, VMT growth rates, and local control measures. However, the magnitude of the EPA-projected reductions is so great (even after accounting for VMT growth) that MSAT emissions in the study area are likely to be lower in the future in virtually all locations.

Noise

The noise analysis conducted for the proposed project indicates that the Build Alternative would result in traffic noise impacts at four modeled receivers, all of which are residential. Three of these impacted receivers would experience a substantial increase (greater than 10 decibels) in sound levels. At the fourth receiver, noise levels would exceed established Noise Abatement Criteria (NAC) for residential uses. Given these impacts, a barrier analysis was performed. The analysis revealed that although barriers would achieve the minimum feasible reduction in noise levels (five A-weighted decibel (dbA) reduction for over 50 percent of the first row receivers and a seven dbA reduction for at least one receiver), the cost would exceed established cost-effectiveness criteria (\$25,000 per benefitted receiver). For this reason, noise abatement is not proposed.

Archeological and Historic Resources

Direct impacts to archeological resources within the proposed project Area of Potential Effect (APE) would occur at four archeological sites under the Build Alternative. This includes the portions of prehistoric and historic site 41TV1051, prehistoric site 41TV1424 that overlaps with the SH 45SW ROW, as well as at prehistoric sites 41TV1537 and 41TV1538 within the existing SH 45 ROW. The historic component at 41TV1051 associated with the Ransom and Sarah Williams Farmstead was determined eligible for inclusion in the National Register of Historic Places (NRHP) and State Antiquities Landmark (SAL) designation; the prehistoric component of the site is not eligible for SAL designation or inclusion in the NRHP. Archival research and data recovery excavations within the SH 45SW ROW were performed in 2009. It was determined that the 2009 mitigation of the part of the farmstead component within the proposed SH 45SW ROW exhausted its research potential and the proposed construction could proceed there without additional investigations. The proposed roadway construction would impact the parts of prehistoric site 41TV1424 that overlap with the SH 45SW ROW. However, site 41TV1424 has been recommended ineligible for inclusion in the NRHP or SAL designation due to low research potential based on its surficial character and lack of cultural features. The proposed project would impact sites 41TV1537 and 41TV1538 (within the SH 45 ROW between MoPac and Escarpment Boulevard). However, these sites were previously recommended ineligible for inclusion in the NRHP or SAL designation due to low research potential based on their surficial character.

The proposed improvements at Bliss Spillar Road were not included in the previous archeological survey of the state-owned ROW. Additional archeological survey investigations

are underway by TxDOT to assess the potential for impacts to archeological resources in that location. Survey results will be reported in the Final EIS.

No historic buildings or structures have been identified in the proposed project APE; thus, impacts to NRHP-eligible, non-archeological historic resources are not anticipated.

Visual and Aesthetic Resources

Four key viewpoints were analyzed to evaluate changes to visual resources resulting from the proposed project. These viewpoints included the proposed project termini at MoPac/SH 45 and at FM 1626, as well as locations at adjacent subdivisions in Shady Hollow Estates and Arrowhead Acres. The proposed project's visual impacts were determined to be low at the termini, where existing roadways are prominent landscape features. Impacts at the subdivisions were determined to be moderate due to the existing views of open space from those locations. Based on the visual impacts analysis conducted for the Build Alternative, impacts to visual and aesthetic resources in the study area are anticipated to be low to moderate.

Impacts to the Natural Environment

Geology and Soils

Impacts to geologic resources as a result of the Build Alternative are anticipated to be minor. Construction activities may expose geologic units encountered during construction to erosion, but erosion would be minimized by using proper techniques and best management practices (BMPs) during construction. Soils could be affected by soil compaction, erosion, or sedimentation, but BMPs would minimize these impacts. The proposed project would not result in impacts to hydric soils.

Karst investigations were conducted within the state-owned ROW for TxDOT in 2007. Professional geologists identified 21 features which require some action prior to or during the construction phase of the proposed project. Construction and operation of the Build Alternative would directly impact the openings of seven of these features, four of which were identified as potential sensitive features. These seven features are located in the path of the proposed roadway or in areas that would be disturbed by construction and would require action, such as berming or backfilling prior to or during construction to protect water quality. The opening to Flint Ridge Cave, a significant recharge feature, is located approximately 150 feet outside the state-owned ROW. The surface opening of this feature would not be directly impacted by the proposed project. Potential impacts to Flint Ridge Cave and plans for water quality protection are discussed under **Water Quality** below.

Additional karst investigations are currently underway by professional geologists in the state-owned ROW and a Geologic Assessment is pending. Information gathered during the karst investigations and development of the Geologic Assessment will be used to update the

data collected in 2007 and will be reported in the final EIS for the project. A Water Pollution Abatement Plan (WPAP) would be prepared for the proposed project and would address potential impacts to water quality and quantity associated with karst features. Approval of the WPAP by the Texas Commission on Environmental Quality (TCEQ) would be required before initiation of project construction.

Waters of the United States and Wetlands

Waters of the United States (U.S.) present in the state-owned ROW include Danz Creek, Danz Creek Split, Bear Creek, and Little Bear Creek. One additional feature, an isolated livestock pond, extends into the western portion of the state-owned ROW but is not a water of the U.S. because it is not connected to a US Army Corps of Engineers (USACE) jurisdictional stream. No wetlands were observed in the state-owned ROW during field investigations. The proposed roadway design includes bridges that span the jurisdictional waters of the U.S. No discharge of dredged or fill material into waters of the U.S. is anticipated. Therefore, the proposed construction at waters of the U.S. in the state-owned ROW would not require a Section 404 permit under the Clean Water Act (CWA).

Water Quality

Within the state-owned ROW, approximately 277.4 acres lie over the Edwards Aquifer Recharge Zone and roughly 31.7 acres over the Transition Zone. Potential consequences of the proposed project on Edwards Aquifer groundwater quality and quantity would be negligible due to the 47.9 acres of proposed impervious cover over the Recharge Zone and proposed water quality protection measures and BMPs. Total suspended solids (TSS) loadings after construction would be lower than native existing conditions (approximately 2.5 percent reduction in TSS load for the entire state-owned ROW) due to proposed water quality treatment measures. Potential for pollutants in stormwater runoff from the construction site and completed roadway to enter the aquifer and potential for changes in recharge rates to the aquifer resulting from increases in impervious cover would be minor. Impacts would be minimized by the use of robust BMPs during roadway construction and operation. These BMPs include multiple levels of water quality treatment measures, such as PFC pavement, water quality ponds, vegetative filter strips, and grassy swales. The BMPs to be utilized under the Build Alternative would remove at least 90 percent of post-construction TSS over the Recharge Zone. Stormwater runoff would also be treated by BMPs over the Transition Zone, although treatment over the Transition Zone is not required by TCEQ.

Flint Ridge Cave is a significant recharge feature that has its surface opening location approximately 150 feet outside of the state-owned ROW. The surface opening of this feature would not be directly impacted by the proposed project. However, a portion of the drainage area and sections of the cave passage are overlapped by the state-owned ROW. Under the Build Alternative, approximately 13 percent (approximately 5.6 out of approximately 43.8 acres) of the

surface catchment basin would be covered by impervious surfaces. However, with the proposed design, no runoff from disturbed areas or the eventual roadway surface would enter the cave opening. An approximately 2,900-foot-long berm adjacent to the eastern ROW would capture and direct on-site runoff to water quality ponds that would discharge into Bear Creek after treatment. BMPs would be in place adjacent to the berm to prevent infiltration of untreated stormwater runoff into the cave below. The limits of the berm would extend far enough beyond the cave watershed to ensure that roadway runoff would not enter the cave. To prevent the possible infiltration of untreated roadway stormwater runoff through the soil matrix into Flint Ridge Cave, a bentonite (clay) liner would be installed up-gradient from and adjacent to the berm. In addition, to mitigate for the portion of the catchment basin of Flint Ridge Cave being removed by the Build Alternative, drainage to Flint Ridge Cave would be maintained by re-routing an equivalent acreage of adjacent off-site runoff into the cave's surface drainage area. This off-site runoff would not be allowed to comeingle with roadway runoff. Roadway runoff would enter the BMP treatment system and would be treated before its release to Bear Creek and possible recharge to the aquifer.

Impacts to surface waters in the study area would also be avoided or minimized using BMPs during both construction and operation of the proposed project. Over five acres of earth would be disturbed as a result of the Build Alternative, requiring a Stormwater Pollution Prevention Plan (SW3P). Stormwater runoff would be addressed through compliance with the Texas Pollutant Discharge Elimination System (TPDES) and Edwards Aquifer WPAP. Based on current design concepts, the Build Alternative would span the ordinary high water mark (OHWM) of creeks present in the state-owned ROW. It is assumed that the bridge piers would not be placed in locations that would increase the base flood elevation; therefore, no impacts to floodplains would be expected under the Build Alternative.

While induced growth can indirectly impact water quality and groundwater recharge primarily through increased impervious cover, induced growth as a result of the Build Alternative is not anticipated to be significant. Further, surface and groundwater resources in the proposed project's AOI are not anticipated to be substantially adversely affected due to the large amount of preserved WQPLs and the implementation of BMPs. Additionally, several regulations are in place to protect water quality from the effects of induced development, including TCEQ regulations requiring BMPs and preparation of SW3Ps, City of Austin drainage/water quality requirements and ordinances, and Section 404 of the CWA.

Threatened and Endangered Species

The study area for assessing direct impacts to threatened and endangered species is the approximately 5,327-acre area described at the beginning of **Section ES.5**. Golden-cheeked Warbler habitat assessments and presence/absence surveys were conducted within the state-owned ROW in the spring of 2014. Presence/absence surveys were conducted using Golden-cheeked Warbler and Screech Owl calls on the final survey to elicit a response per

USFWS guidelines. Survey results were negative for suitable habitat and the presence of the species within the state-owned ROW (SWCA, 2014). Further, there have been no sightings of Golden-cheeked Warblers within the state-owned ROW.

The proposed project also has the potential to impact the following threatened or endangered species: Bee Creek cave harvestman, Bone cave harvestman, Tooth cave pseudoscorpion, Tooth cave spider, Warton's cave meshweaver, Black-capped Vireo, Kretschmarr Cave mold beetle, Tooth Cave ground beetle, and Texas horned lizard. However, based on the best available information, no protected karst species are known to occur within the state-owned ROW, therefore there would be no take of any of the listed karst species as a result of the proposed project. Additionally, based on the results of field surveys conducted in December 2013, no suitable habitat for Black-capped Vireos was observed. Finally, while potential habitat for Texas horned lizards is present within the study area, field surveys of the proposed project corridor indicated that there is no appropriate habitat for this species within the proposed project ROW and that there will be no impact from the proposed project.

There is no known habitat within or adjacent to the proposed project ROW for federally endangered Austin blind and Barton Springs salamanders. Further, BMPs, combined with additional protections in the forms of a TCEQ - approved WPAP and SW3P would ensure that direct impacts to these species would not occur.

While small increases in levels of pollutants in runoff resulting from changes in local traffic patterns or development could occur, the indirect and cumulative impacts to these endangered species would be negligible. This is due to potential developments within the AOI of the proposed project needing to adhere to the Edwards Aquifer Rules and TCEQ requirements. In addition, potential development due to the project is minimal due to limited access in immediate area and ongoing non-project related development in the AOI. Therefore, no indirect or cumulative impacts to either salamander species is anticipated as a result of the proposed project.

Vegetation

Of the approximately 309 acres of vegetation within the proposed project ROW, 159 acres would be impacted either permanently or temporarily under the Build Alternative through the laying of new pavement, clearing of trees and brush, and construction equipment staging areas. Approximately three acres of riparian and floodplain vegetation would be impacted by the proposed project. Revegetation of disturbed areas would comply with TxDOT's *Vegetation Management Guidelines*.

Hazardous Materials

Five federal and state hazardous material sites are located within 0.5 mile of the SH 45SW Radius Report Target Property. Of these five sites, one is listed as a TCEQ Spill Incident List (SPILLS) and Edwards Aquifer Permits (EAP) site while the remaining four are listed as Texas Tier II Chemical Reporting Program (TIER II) sites. Over 100 gallons of asphalt or road oil/tar was released at the SPILLS- and EAP-listed site, located near the intersection of existing SH 45 and MoPac in 1997. There was no closure date given for this incident in the database search report. However, the data related to the EAP indicates that two permits were issued to TxDOT, one in 1998 and another in 1999 for this site, with the location found to be in compliance. This site has the greatest potential to impact the proposed project through either contaminated soil or groundwater. In the event that construction crews encounter contaminated soil or groundwater during project implementation, all activities must cease until contaminated materials are properly removed from the area and taken to an appropriate disposal site in compliance with applicable federal, state, and municipal laws.

The storage and use of hazardous materials would be necessary during construction of the proposed project. Use and handling of hazardous materials associated with construction machinery and equipment would pose a minimal risk to the environment if appropriate safety measures and BMPs are applied. On-site storage of hazardous materials within the proposed project area would be short-term and closely monitored.

No Build Alternative

The impacts associated with the No Build Alternative would result from the continuation of existing conditions, rather than the construction of a new location tollway. Population growth would be expected to continue in the study area (CAMPO, 2010b) and travel times on existing roadways to lengthen (RTG, 2014). Under this alternative, it is assumed that all other projects listed in the CAMPO 2035 RTP would be implemented.

Impacts to the Human Environment

Land Use

No project-related changes in land use would occur under the No Build Alternative, as the proposed project would not be constructed.

Socioeconomic Resources

No displacements or relocations related to SH 45SW would occur as a result of the No Build Alternative, nor would project-related changes in access or travel patterns be anticipated.

Economic impacts associated with the No Build Alternative would stem from the cost of travel along area roadways: as travel times lengthen into 2035, the time cost of travel would increase as well. Travel times along existing roadways in the area are projected to be 45 percent higher on average under the No Build scenario in 2035 than under the Build scenario (**Section 3.2.2**; RTG, 2014). Project-related impacts to environmental justice (EJ) populations are not expected.

Air Quality

The VMT estimated for the No Build Alternative is slightly lower than for the Build Alternative; this increase in VMT means MSAT under the No Build Alternative would probably be lower than the Build Alternative in the study area. However, regardless of the alternative chosen, emissions will likely be lower than present levels in the design year as a result of EPA's national control programs that are projected to reduce annual MSAT emissions by over 80 percent from 2010 to 2050. Local conditions may differ from these national projections in terms of fleet mix and turnover, VMT growth rates, and local control measures. However, the magnitude of the EPA-projected reductions is so great (even after accounting for VMT growth) that MSAT emissions in the study area are likely to be lower in the future in virtually all locations.

Noise

No project-related roadway noise impacts would be associated with the No Build Alternative.

Archeological and Historic Resources

Project-related impacts to archeological resources within the proposed project's APE would not occur under the No Build Alternative. No historic resources have been identified in the proposed project APE; no project-related impacts to historic resources would be expected to occur.

Visual and Aesthetic Resources

No project-related impacts to visual or aesthetic resources would occur under the No Build Alternative.

Impacts to the Natural Environment

Geology and Soils

Under the No Build Alternative, project-related impacts to karst features in the ROW would not occur.

Waters of the United States and Wetlands

Under the No Build Alternative, project-related impacts to waters of the U.S. or wetlands would not occur.

Water Quality

Neither project-related impacts to groundwater resources, including the Edwards Aquifer, nor to surface water resources in the study area would occur under the No Build Alternative.

Threatened and Endangered Species

Similarly, project-related impacts to threatened or endangered species' habitat within the ROW would not occur under this alternative.

Vegetation

Under the No Build Alternative, vegetation within the state-owned ROW would not be disturbed.

Hazardous Materials

Due to the lack of construction associated with the No Build Alternative, no project-related impacts to regulated state or federal hazardous material sites in the study area would occur.

ES. 6 PUBLIC AND AGENCY INVOLVEMENT

Public involvement has been on-going concurrently with the development of this DEIS and will continue throughout the project development process. Efforts to date have included public and agency scoping meetings, technical workgroup meetings, stakeholder meetings, and an Environmental Listening Workshop. In addition, a project website, electronic newsletters, informational flyers and social media were employed to facilitate public outreach.

To facilitate public and agency input in the development of the DEIS for SH 45SW, the project team developed a Public and Agency Coordination Plan for the proposed project. The plan identified strategies to inform, engage, and respond to stakeholders in a transparent, meaningful, and constructive process. Public engagement included electronic communication and face-to-face interaction with stakeholders.

Two open house public meetings were held as part of the EIS scoping process. The first meeting in October 2013 focused on gathering public comment and input on the scope of the

study, the draft Coordination Plan, and the proposed project's Purpose and Need. The second meeting in December 2013 was held to gather public input on the alternatives being considered to fulfill the purpose and need.

Agency scoping meetings were held in July and December 2013, in which TxDOT, the Mobility Authority, and the project team worked together with participating agencies including U.S. Fish and Wildlife Service, Barton Springs/Edwards Aquifer Conservation District, City of Austin, Travis County, Hays County, and Texas Parks and Wildlife Department to identify and address issues of concern regarding the proposed project's potential environmental impacts.

One technical workgroup and two subcommittees have been convened to identify potential issues associated with the proposed project and to work cooperatively among members to develop possible solutions. Two general technical workgroup meetings were held in October and December 2013. Engineering subcommittee meetings were convened in October and November 2013 in which members identified and analyzed the most efficient and effective BMPs that could be applied to the proposed project. Finally, a biology and karst subcommittee meeting was held in January 2014 to focus on potential ecological and water quality issues associated with the proposed project.

Public and agency involvement in the proposed project is ongoing, with a public hearing to be scheduled subsequent to approval of the DEIS.

Wells near the SH45 Study Area

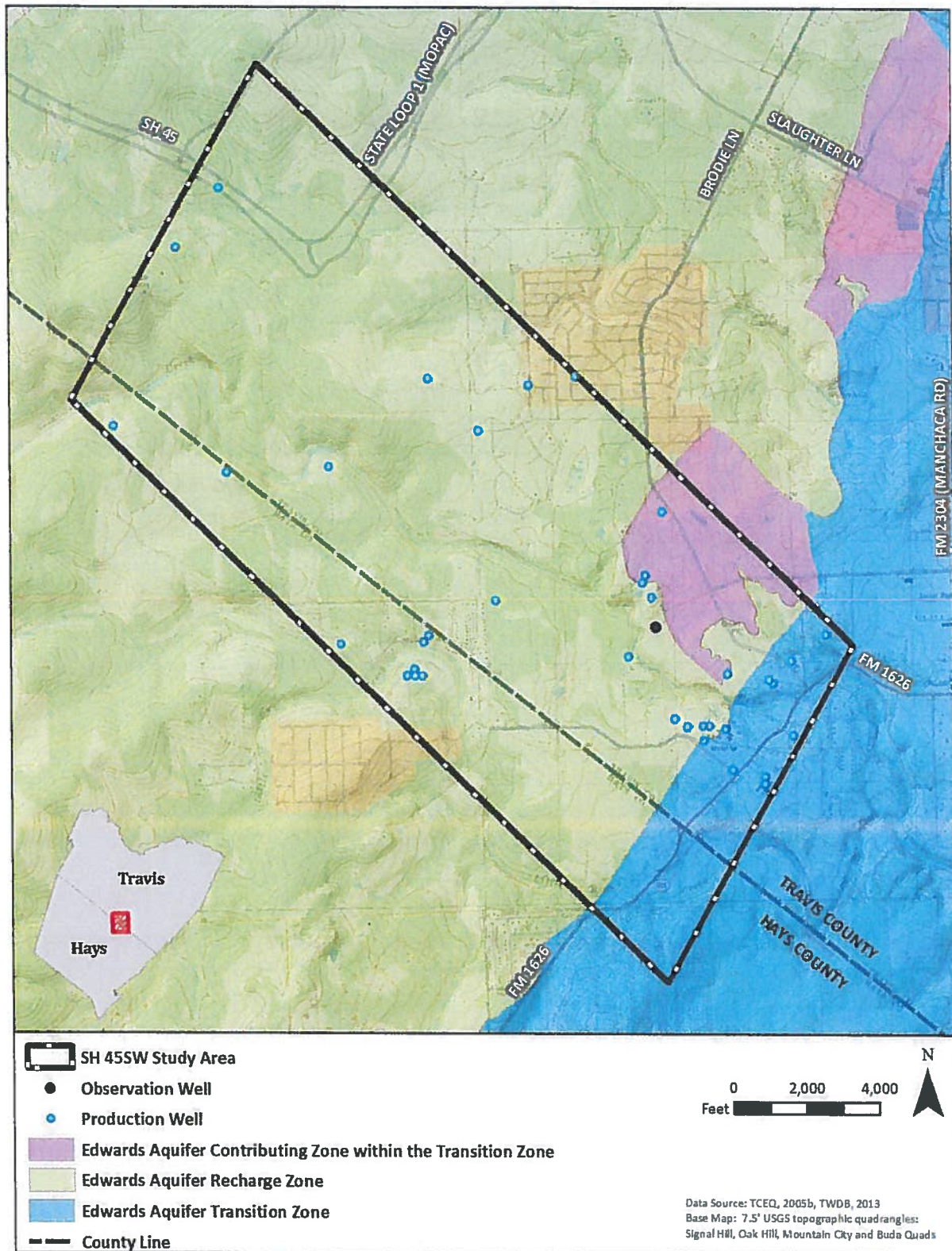
Wells within Approximate Study Area (153) TCEQ Edwards Administrative Boundaries

- Monitor, Irrigation, Other (21)
- Domestic (98)
- Public Water Supply (PWS, 21)
- Abandon (13)
- Wells outside Study Area
- PWS Wells outside Study Area

- Edwards Aquifer Contributing Zone
- Edwards Aquifer Recharge Zone
- Edwards Aquifer Contributing Zone within the Transition Zone
- Edwards Aquifer Transition Zone

SH45 Study Area approximated. Well information from BSEACD database. Parcel boundaries from Hays and Travis County Appraisal Districts, 2010 & 2013, respectively. Water Quality Protection Lands modified from City of Austin base dataset. BSEACD, July

Figure 3.6-1: Edwards Aquifer Zones within the Study Area





Barton Springs/Edwards Aquifer Conservation District

1124A Regal Row
Austin, TX 78748
(512) 282-8441

SUMMARY OF SETTLEMENT BETWEEN THE DISTRICT AND THE SDHPT

The goal of the Barton Springs/Edwards Aquifer Conservation District (District) has always been to protect the Edwards aquifer and to ensure that any roadways built over the aquifer, especially the all-important recharge zone, be constructed in an environmentally sensitive and prudent fashion. For this reason, the District entered into litigation against the State Department of Highways and Public Transportation (SDHPT) with regards to the extension of MoPac south from U. S. 290 and the proposed "Outer Loop," S.H. 45, Segment 3. The District believes the terms of the settlement support that goal and will help protect the aquifer from detrimental effects during both the construction phase and the subsequent use of these highways.

The question of whether or not the said highways are federal projects and can or cannot be constructed without a federal Environmental Impact Statement is not addressed in this settlement. If federal funds are used in the future by the SDHPT for design, construction, or property acquisition of current or future extensions of MoPac South and/or the Outer Loop, Segment 3, then a federal EIS would be required prior to any such action.

Any construction changes involving the roadway or storm-water runoff requirements in the current plans will be identified to the District. The District will have at least twenty days to review a copy of the proposed changes and make comments on such modifications prior to any implementation.

Prior to development of plans or specifications for extending Outer Loop, Segment 3 east to FM 1626, the District and the SDHPT will perform a survey along the proposed right-of-way to locate and identify significant recharge features. These features will be protected in accordance with the provisions of

this settlement. Proposed plans and specifications will be provided to the District for review and comment prior to bid solicitation.

Each creek, waterway, or drainage crossed by the said roadways will receive special consideration with regards to environmental protection and pollution abatement devices. The SDHPT will construct pilot channels, hazardous materials traps, sand filtration systems, and detention filtration ponds capable of containing and isolating the first half-inch of rainfall runoff and 8,000 gallons of hazardous materials. Similar structures will be installed by the SDHPT at drainage crossings from Slaughter Lane north to the intersection with U. S. 290. The SDHPT will make routine inspections (at least annually) of these pollution abatement structures and conduct maintenance operations as necessary to ensure that they continue to function in accordance with their design.

The SDHPT will maintain ownership of the right-of-way and control of access points. No additional access from adjoining property will be permitted beyond that shown on the existing plans. This will ensure that the highway remains as much a "parkway" as possible to keep the impact on the recharge zone at a minimum. The same restrictions apply to the proposed eastern end of Outer Loop, Segment 3 from the intersection of MoPac to Bliss Spillar Road. This portion lies directly over the recharge zone of the Edwards aquifer.

The SDHPT will notify the District of any requests received to connect a road with a frontage road of Outer Loop, Segment 3 or any request to construct a road providing access to the Outer Loop between FM 1626 and RM 1826. The SDHPT agrees that it has no interest in extending MoPac south of the intersection with the Outer Loop and that it would not be technically feasible due to the design of the intersection. Th SHDPT also agrees that any party thinking of road construction projects toward the south should consider alternate routes that would avoid construction over the environmentally sensitive recharge zone.

The SDHPT shall comply with preconstruction procedures and with specific construction procedures incorporated in the settlement with regards to the said roadways. In addition, with respect to the ongoing MoPac construction north of Hannon Lane, these procedures shall be applied to the greatest extent possible. The District may advise and consult with the SDHPT regarding these procedures and the contractor's compliance with them, the location and evaluation of recharge features, and the adequacy of erosion control devices.

The SDHPT shall commission an independent study by either the U. S. Geological Survey or the University of Texas Bureau of Economic Geology to monitor and investigate the water quality effects of MoPac South and the Outer Loop construction and operations. This will be a comprehensive study to define and analyze the quality of roadway storm-water runoff, the effectiveness of pollution abatement structures, and the possible effects of runoff on the environment during both the construction and subsequent use of the highways in question.

Signs will be erected by the SDHPT to inform motorists that they are over the recharge zone of the Edwards aquifer and that the area is environmentally sensitive. They will be located at entrances to each highway over the recharge zone and at points where the highways enter or leave the recharge zone. These signs will help to increase the awareness of the public about the aquifer and emphasize the need to use caution while over the recharge zone.

The foregoing is a summary of the settlement and is intended to inform interested parties in a brief, generalized fashion. Individuals interested in more details than provided above are welcome to contact the District Office at 1124-A Regal Row, Austin, TX 78748 (512) 282-8441.

FILED
JAN 25 1990
CLERK U.S. DISTRICT COURT
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CIVIL ACTION NO. A 89 CA 719

MOPAC SOUTH CORPORATION,
Intervenor.

- 1 -

said highways are not federal projects and can be constructed without a federal Environmental Impact Statement.

In order to allow construction of the highway to continue and to ensure that the highways are constructed in an environmentally sensitive and prudent fashion, "SDHPT and the District have agreed and recommended to the Court entry of this Judgment. The Court is convinced that the terms of the Judgment are reasonable, designed to help protect the Aquifer from the potential effects of highway construction and subsequent highway use, within the jurisdiction of the Court, and consistent with the public interest. The Court also finds that there is no just reason for delay in entering this Judgment.

IT IS THEREFORE, ORDERED, ADJUDGED and DECREED:

- 1) This Consent Decree and Partial Final Judgment constitutes settlement of all current controversies between the District, and SDHPT relating to the construction of MoPac South (Loop 1) south of U.S. 290 and Outer Loop (State Highway 45), Segment 3, as more fully described in the District's Intervention Complaint; provided, however, this provision does not prevent subsequent proceedings to enforce the terms of this Judgment.
- 2) If federal funds are utilized in the future by Defendant SDHPT for design, construction, or property acquisition of current or future extensions of MoPac South and/or Outer Loop Segment 3, a federal Environmental Impact Statement shall be performed prior

to any such action, if required by then existing federal law.

- 3) Any change relating to the handling of runoff or storm water which alters requirements presently included in construction plans or specifications for MoPac South south of U.S. 290 or Outer Loop Segment 3, or Outer Loop Segment 3 plans which will be developed in the future, whether a result of the requirements of this Judgment or independently implemented by SDHPT or any other entity, will be identified to the District. SDHPT will allow the District a reasonable period of time (at least 20 days from the date that the District is provided a copy of proposed plan changes) to comment on such modifications prior to implementation.
- 4) Plans and specifications for Outer Loop Segment 3 east of MoPac South have not yet been prepared by SDHPT. Prior to developing such plans and specifications, SDHPT and the District will perform an on the ground survey of the anticipated right of way for the Outer Loop between MoPac South and FM 1626 to locate and identify significant recharge features. Significant recharge features in this segment will be protected in accordance with this Judgment's provisions; provided, however, if a major cave is discovered SDHPT will either realign the highway or provide for a grade separation to protect the cave. Additionally, SDHPT will provide the District with draft plans and

specifications at no cost for the Outer Loop between MoPac and FM 1626 for review and comment prior to soliciting bids for construction on that portion of the Outer Loop.

- 5) At each creek, waterway, or drainageway crossed by MoPac South, from its intersection with U.S. 290 south, and by Outer Loop Segment 3' between FM 1626 and RM 1826, SDHPT shall require the construction of devices designed to prevent the entry into the Edwards Aquifer of spills of hazardous material on the highway or highway runoff, as described more fully below.
 - (a) Specifically, such devices shall capture and direct, through a concrete-lined pilot channel, the first one-half inch of highway runoff through sand filters. In lieu of concrete-lined pilot channels, SDHPT may use a one-foot thick (after rolling) topsoil layer with a low shrink-swell potential, rolled to eliminate clods and voids and to achieve the greatest field density consistent with vegetation growth. Filter basins lined with a one-foot thick topsoil layer with a low shrink-swell potential shall be constructed to contain the runoff prior to filtration. The basins shall be properly designed to contain and isolate the first one-half inch of runoff volume, with an appropriate bypass system for additional flows.

(b) Concrete-lined, off-channel hazardous materials traps, upstream from sand filters, shall be installed on all highway drainage ditches or structures at their points of discharge and at other necessary locations designed to prevent entry of hazardous materials spilled on or adjacent to the highway from entering the Aquifer. Hazardous materials traps shall each have a volume of at least 8,000 gallons and be equipped with either an inverted siphon or other device to empty rainfall runoff which may accumulate in the trap during heavy rainfall events. The siphon or other device shall be designed to discharge nonhazardous fluids beginning above the 8,000 gallon capacity into a sand filtration system.

(c) For the portion of MoPac South north of Slaughter Lane, the following requirements shall apply. SDHPT shall construct hazardous materials traps at all creek, waterway, or drainageway crossings, as described in subparagraph (b), except sand filters will not be required. Additionally, a detention filtration pond at the City of Austin Detention Facility near Park Bridge shall be constructed by SDHPT. With respect to drainage from the intersection of MoPac South and 290, SDHPT will construct pollution control devices capable of satisfying the intent of the requirements of

subparagraphs (a) and (b), above; provided, however, with respect to this intersection, alternate structures which accomplish the goals of subparagraphs (a) and (b) shall be acceptable.

- 6) SDHPT will routinely, at least annually, inspect and, as necessary, conduct maintenance operations in the future to ensure that hazardous materials traps and highway runoff filters are able to function in accordance with their design, i.e., that hazardous materials traps continue at all times in the future to be capable of trapping hazardous materials spills of up to 8,000 gallons, and that highway runoff filters be at all times capable of trapping and filtering up to the first 1/2 inch of runoff from the highway.
- 7) SDHPT shall maintain ownership of existing right-of-way and control of access points, and in the future shall allow no construction providing for additional access from adjoining property to MoPac South and its frontage roads south of McCarty Lane beyond that specifically shown on existing plans.
- 8) Outer Loop Segment 3, east of its intersection with MoPac South, shall be constructed as a parkway, as shown in the final EIS for Outer Loop Segment 3, over the recharge zone of the Edwards Aquifer from Bliss Spillar Road to MoPac South, and SDHPT shall maintain ownership of all control of access points and not allow additional access in the future.

- 9) SDHPT shall limit construction of access roads for Outer Loop Segment 3 east of its intersection with MoPac South to those shown in the approved final EIS for Outer Loop Segment 3, Alternative B. SDHPT shall maintain ownership of all control of access points and not allow additional access in the future. Additionally, SDHPT shall notify the District of any request received in the future to authorize connection of a road (not including driveways) to a frontage road of Outer Loop Segment 3, or any request to initiate construction of any road (excluding driveways) providing access to Outer Loop Segment 3 between FM 1626 and RM 1826 (including access roads approved by the Environmental Impact Statement).
- 10) SDHPT has no interest in constructing MoPac South any further south than the Outer Loop. Moreover, SDHPT has stated that it would not be technically feasible for the Department to construct MoPac South south of the Outer Loop because the interchange proposed for MoPac South and the Outer Loop does not allow for further construction of MoPac South to the south as a controlled access facility. The District recognizes the interchange is designed to accommodate access to the south due to the fact that a 90 foot wide access easement to the south has been recorded in the Travis County Deed Records. The District further recognizes SDHPT can in no way bind the City of Austin or any

other entity, so, as to completely foreclose the possibility of future construction of MoPac South south of the Outer Loop. SDHPT agrees that, due to the sensitive nature of the Edwards Aquifer, all alternate routes that would not necessitate construction of MoPac South south of the Outer Loop over the recharge zone shall be seriously considered by SDHPT, and should be considered by any party contemplating the construction of MoPac South south of the Outer Loop over the recharge zone.

- 11) To the extent not inconsistent with the provisions of this Judgment, SDHPT shall implement all mitigation, environmental protection, and pollution prevention measures described in its EISS for Outer Loop Segment 3 and MoPac South south of U.S. 290.
- 12) SDHPT shall comply with the preconstruction procedures attached to this Judgment as Exhibit "A," and incorporated herein for all purposes. These preconstruction procedures shall be implemented prior to initiation of construction on Outer Loop Segment 3 or MoPac South south of Hannon Lane. The preconstruction procedures shall be implemented on MoPac South north of Hannon Lane to the maximum extent feasible, within ten working days from entry of this Judgment.
- 13) SDHPT shall comply with the construction procedures set forth in Exhibit "B," attached hereto and incorporated

herein for all purposes. These construction procedures shall be applied to all phases of construction for Outer Loop Segment 3 over the recharge zone, to MoPac South from Hannon Lane to the Outer Loop, and to the greatest extent feasibly possible over the contributing zone. Additionally, with respect to the ongoing construction of MoPac South north of Hannon Lane, the construction procedures shall be applied to the greatest extent feasibly possible.

- 14) The District may advise SDHPT with respect to the implementation of the preconstruction and construction procedures set forth in Exhibits "A" and "B." Specifically, the District may counsel with SDHPT regarding: the location and evaluation of the significance of recharge features, in accordance with the criteria set forth in Exhibit "C," attached hereto and incorporated herein for all purposes; determination of the adequacy of erosion control measures; and determination of the contractor's compliance with the preconstruction and construction procedures.
- 15) SDHPT shall commission an independent study (by USGS or the U.T. Bureau of Economic Geology) to monitor and investigate the water quality effects of MoPac South and Outer Loop construction and operations. The study's scope will include, but not be limited to, the items set forth in Exhibit "D." SDHPT will consult with the District concerning the nature, scope, and

progress of the study, both before and during the study. All data and information developed in the study shall be made available to the District.

16) SDHPT shall erect signage for Outer Loop Segment 3, MoPac South, and U.S. 290/S.H. 71 to inform drivers and members of the public that they are over the recharge zone of the Edwards Aquifer and that the area is environmentally sensitive. Such signs shall be posted at or near each entrance to each highway over the recharge zone, as each highway itself enters and leaves the recharge zone, and periodically as each highway crosses the recharge zone.

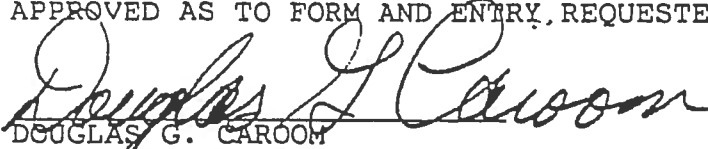
17) The consideration paid underlying the execution of the Judgment by SDHPT and the District is set forth in the January 17, 1990 letter agreement executed by the parties' respective authorized representatives.

The foregoing Consent Decree and Partial Final Judgment is without prejudice to the rights of any nonsettling party to obtain an independent determination of all contested issues of fact and law pending before the Court.

Dated: January 23, 1990

Walter S. Smith, Jr.
Judge Walter S. Smith, Jr.

APPROVED AS TO FORM AND ENTRY, REQUESTED:



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ATTORNEYS FOR DEFENDANT
TEXAS STATE DEPARTMENT OF
HIGHWAYS AND PUBLIC
TRANSPORTATION

EXHIBIT "A"
PRECONSTRUCTION PROCEDURES

1. An initial field inspection of proposed highway right-of-way will be performed, in cooperation with the District, to identify significant recharge features (SRF).
2. Determination of SRF shall be in accordance with Exhibit "C" and shall be performed in cooperation with the District.
3. All SRF shall be located by a field survey and mapped on proposed highway plans. SRF shall be ranked or categorized in accordance with the criteria set forth in Exhibit "C," attached to the Judgment, to determine the degree of protection to be accorded in highway design and during construction.
4. Before construction commences, SRF shall be protected in accordance with the standards set forth in Exhibit "C."
5. No highway runoff during construction or operation shall be allowed to directly enter SRF without filtration of sediments in the runoff using filter fence and fabric-lined rock berms. This includes areas outside the footprint of the roadway exhibiting SRF.
6. All highway runoff shall be directed away from any fracture zones during construction or operation which are determined to be SRF, as per the criteria set forth in Exhibit "C." As a last resort, if redirection is not feasible, the fracture zone may be sealed.
7. Evaluation of caves and SRF, at selected locations within the right-of-way, to determine their physical characteristics shall be done by drilling geotechnical testholes, or by other appropriate means, including seismic.
8. There will be no construction within 50 feet of a major cave, as set forth in Exhibit "C."

EXHIBIT "B"
CONSTRUCTION PROCEDURES

1. Clearing of trees and brush in the right-of-way shall be initially performed with the least disruption possible. Cleared trees and brush shall be stockpiled in areas exhibiting no recharge features.
2. After initial clearing, the right-of-way shall be surveyed, in cooperation with the District, for any additional SRF. If any additional SRF are located, they shall be protected in accordance with the guidelines in Exhibit "C."
3. During construction, all runoff from the site shall be diverted and filtered through filter fences, sedimentation basins, or rock berms with filter fabric to control sediment loadings.
4. Rock berms shall not be used for sediment and erosion control without filter fabric. Flow shall not be allowed to bypass rock berms. Rock berms shall be "U" or "J" shaped.
5. Filter fabric fences shall be inspected daily and maintained at all times.
6. Inspection of sediment and erosion control devices shall be performed during and immediately after rainfall events to determine their effectiveness. Appropriate corrective measures shall be immediately performed if these devices are not functioning properly.
7. Blasting shall be in accordance with the criteria listed in Exhibit "C." In addition, blasting shall be limited to the footprint of the roadway and shall not be done in excess of 5-foot lifts per shot.
8. There shall be no heavy equipment used in creek beds and drainageways exhibiting SRF, except on timber matting.
9. Construction or equipment activities outside the footprint of the roadway in areas exhibiting extensive SRF shall be limited.
10. Geotechnical logs shall be available for inspection by the District. If caves or solution cavities are found, the coreholes/bores shall be plugged above the cavity with expanding cement. Bridge piers or columns constructed in major cavities shall be performed using casing, so as to allow a minimum amount of concrete to enter the cavity.
11. The District shall have the option to observe and comment on construction activities and provide any suggestions.

EXHIBIT "B" CONTINUED

12. Storage of hazardous materials shall not be permitted without a clay lined catchment pit to contain possible spills.

EXHIBIT "C"

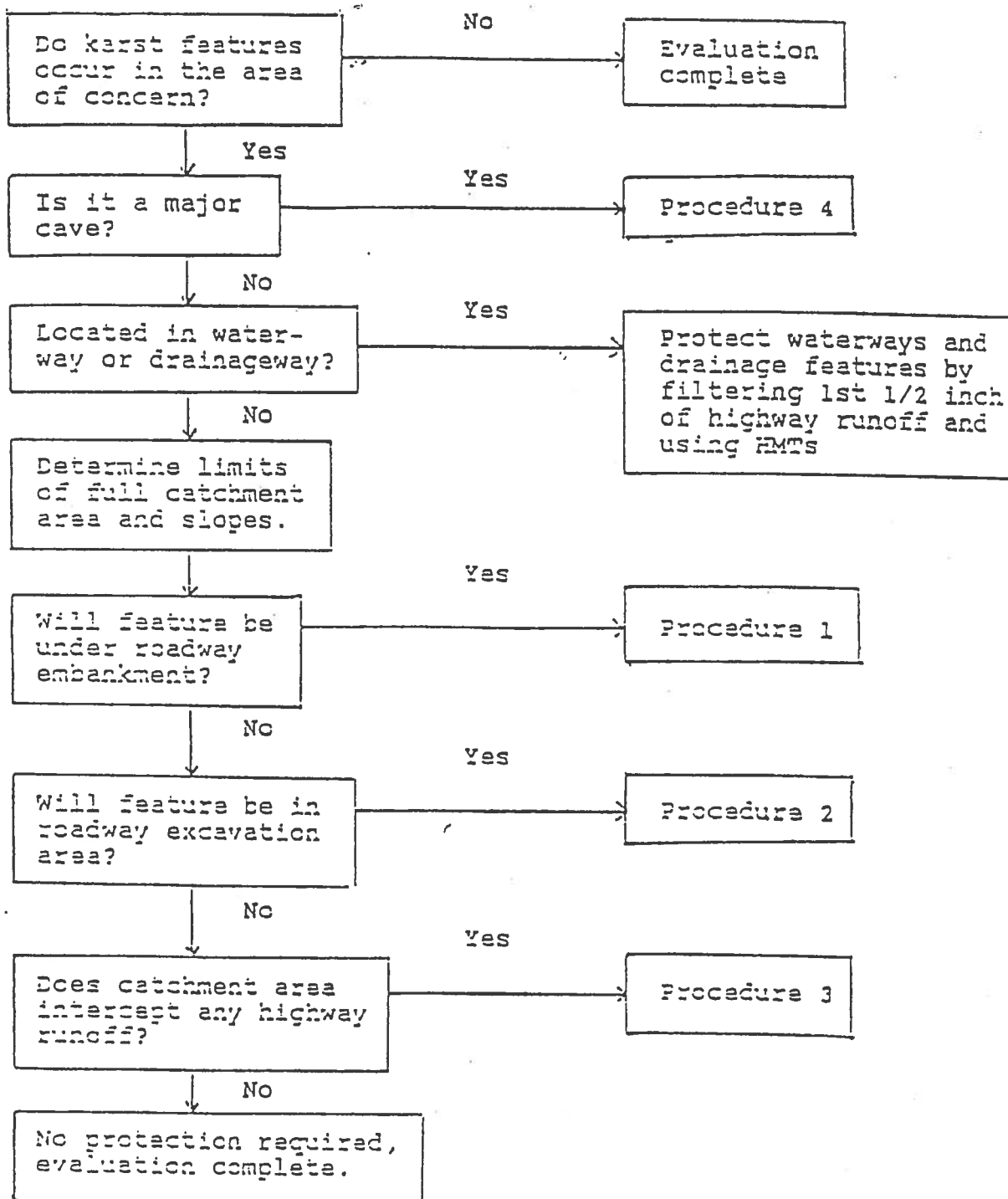


EXHIBIT "C" - CONTINUED

PROCEDURE 1

1. The feature shall be protected from construction runoff prior to beginning the embankment operation. Protection will consist of encirclement of the feature by silt fence or a rock berm with filter fabric.
2. Seal the feature by placing large rock in the opening of the cavity and cover with natural clay type soil from the project site.
3. Complete the construction of the embankment and roadway over the site.
4. Blasting will be permitted, but shall not exceed 5-foot lifts per shot.

PROCEDURE 2

1. Evaluation of the extent of the feature to be removed should be determined by drilling geotechnical testholes or by other appropriate means, as directed by SDHPT, in cooperation with the District.
2. The feature shall be protected from construction runoff prior to beginning the excavation operation. Protection will consist of encirclement of the feature by silt fence or a rock berm with filter fabric.
3. Blasting will be permitted to remove the feature, but shall not exceed 5-foot lifts per shot.
4. After excavation is begun, a berm will be maintained to prevent any construction runoff from entering any portion of the feature which may remain.
5. After excavation is complete, any remaining portion of the feature exposed by the excavation operation shall be protected from highway runoff or filtered. If sealed, the feature shall be sealed with geotechnical fabric/concrete, as directed by SDHPT, in cooperation with the District.

EXHIBIT "C" CONTINUED

PROCEDURE 3

1. The feature shall be protected from construction runoff prior to beginning construction. Protection will consist of placement of silt fence or a rock berm with filter fabric in an orientation which will intercept any construction or highway runoff and prevent it from entering the feature.
2. At the earliest date possible, an earth berm or ditch shall be constructed to intercept any construction or highway runoff and prevent it from entering the feature.
3. No blasting will be allowed within 300 feet of these features.

PROCEDURE 4

1. SDHPT shall consider highway realignment to bypass the major cave or bridging over the feature as to allow future access.
2. The major cave shall be protected from construction runoff prior to beginning construction. Protection will consist of placement of silt fence or a rock berm with filter fabric in an orientation which will intercept any construction runoff prior to reaching the feature.
3. At the earliest date possible, an earth berm or ditch shall be constructed to intercept any construction or highway runoff and prevent it from entering the feature.
4. No blasting will be allowed within 300 feet of these major caves.

NOTE: "Cave" means a natural cavity, recessed chamber or series of chambers and galleries beneath the surface of the earth. For purposes of establishing a standard for "major" caves, SDHPT and the District agree that Ireland Cave, Whirlpool Cave, Flint Ridge Cave, and the cave recently located near Mopac South in unnamed tributary number 1 to Slaughter Creek (which is of significance primarily because of its location in the drainageway) are each major caves.

EXHIBIT "D"

PRELIMINARY PROJECT DESCRIPTION FOR QUALITY AND QUANTITY OF RUNOFF FROM SELECTED HIGHWAYS IN THE AUSTIN, TEXAS AREA

OBJECTIVES:

1. To determine the quantity and quality of runoff from specific highway segments.
2. To determine the effect of rainfall characteristics and traffic volume and mix on the quality of runoff from highways.
3. To determine the effectiveness of pollution control devices currently being used and planned for installation on Loop 1 and SH 45 in southern Travis County over the recharge zone of the Edwards Aquifer.

APPROACH:

1. Conduct a literature review to identify previous studies concerning the handling and quality of highway runoff, and to survey the types and effectiveness of pollution control devices that can be utilized to handle highway runoff.
2. Based on drainage criteria, design and install monitors which will gage the quantity and sample the quality of runoff from at least three segments of highways in or near Austin. The selected highways will have different traffic frequency--low (less than 10,000 vehicles per day), medium (from 10,000 to 30,000 vehicles per day), and high (exceeding 60,000 vehicles per day) rates (to be located over the recharge zone of the Edwards Aquifer if at all possible). One of the highway segments will include Loop 1 or SH 45 in southern Travis County over the recharge zone, and include pollution control devices with representative drainage areas. A second segment and sampling location shall be located over the recharge zone of the Edwards Aquifer, if feasible in the opinion of the USGS, and at least two filtered sites shall be tested.
3. Have traffic frequency counters installed at each of the sites to obtain available data concerning current frequency.
4. Collect runoff quantity and quality data at each site for at least 8 storms per year during the Phase 1 construction of Loop 1 from Hannon Lane to SH 45 and on SH 45 from Loop 1 to RM 1826, and during at least the first two years of operation of the highway facility. The samples should be representative of the total spectrum of rainfall events which result in highway runoff. Following completion of construction, samples of the first 1/2 inch of highway

runoff shall be separately collected and analyzed. The samples will be analyzed for the water-quality constituents contained on the attached list. For the Loop 1/SH 45 segment, the samples should be collected in a manner which will allow evaluation of the representative quality of runoff (1) at the pavement edge, (2) after flowing in a roadside ditch, (3) immediately above sand filters, and (4) immediately below sand filters. Representative samples should also be taken in creeks and drainageways upstream and downstream from highway crossings of the streams. Sample collection shall continue for a sufficient period of time to obtain at least 8 representative sampling events following construction of Loop 1 and SH 45.

5. Based on incremental values of the quantity and quality of runoff, calculate the storm loads and discharge-weighted mean concentrations for selected water-quality constituents.
6. Tabularly and graphically present all the collected data and the calculated data.
7. For each site, statistically relate the loads and mean-concentrations of constituents to precipitation characteristics such as depth of rainfall and number of dry days between storms.
8. Compare the load and mean-concentration data between the three sites, and graphically or statistically present the effects of traffic frequency on the loads for selected storm characteristics.
9. Present all of the collected, calculated, and analyzed information in a report, along with explanations of the approach and procedures used.

REPORT PLANS:

A report will be prepared for publication in the U.S. Geological Survey Water-Resources Investigations series during the final year of the project or a publication of the U.T. Bureau of Economic Geology.

Item 6

Adjournment