

NOTICE OF OPEN MEETING

Notice is given that a **Special Meeting and Two Public Hearings** of the Board of Directors (Board) of the Barton Springs/Edwards Aquifer Conservation District to be held on **Thursday, July 9, 2020**, commencing at **4:00 p.m. via Telephone and Videoconference** pursuant to Texas Government Code, Sections 551.125, 551.127 and 551.131, as modified by the Governor of Texas (Governor) who ordered suspension of various provisions of the Open Meetings Act, Chapter 551, Government Code, effective March 16, 2020, in accordance with the Texas Disaster Act of 1975. Under his proclamation of March 13, 2020, the Governor certified that the COVID-19 pandemic poses an imminent threat of disaster and declared a state of disaster for all counties in Texas. The COVID-19 pandemic makes it difficult to convene a quorum of the Board at one location with the public. Moreover, the COVID-19 pandemic creates an emergency and unforeseeable situation, a sense of urgency, and immediacy for conducting the meeting via Telephone and Videoconference.

This meeting will be audio/video recorded and the recording will be available on the District's website after the meeting. A copy of the agenda packet for this meeting will be available on the District's website at the time of the meeting.

The method for public participation described below follows the Governor's guidance for conducting a public meeting and ensures public accessibility. Members of the public may participate via videoconference or call in by telephone via the instructions provided below:

INSTRUCTIONS FOR JOINING MEETING

1. You may join the meeting by one of two options:

a) **Join the Meeting using the Zoom** – use your computer audio/video features
<https://us02web.zoom.us/j/84418276442?pwd=TG0rOEtzdKlV0a3pyQ3pvZWVRemUrdz09>

Meeting ID: 844 1827 6442
Password: 750928

Helpful Tips – visit the District's [Board Meeting webpage](#) for tips on how to set up Zoom on your device prior to the Board Meeting.

b) **Join the Meeting by Telephone only**

Meeting Dial In +1-346-248-7799
Meeting ID: 84418276442#
Password: 750928#

INSTRUCTIONS FOR PUBLIC COMMENTS

1. Register for Public Comment prior to Board Meeting Day - Persons wishing to provide public comment must register by calling (512-282-8441) or emailing tammy@bseacd.org

by 5:00 p.m. on Wednesday, July 8, 2020. Please include the following information in the registration:

- 1) first and last name;
 - 2) email address;
 - 3) phone number;
 - 4) the agenda item on which you wish to comment;
 - 5) indicate whether you would like to comment the day of or have your written comments submitted read into the record; and
 - 6) include written comments, if any.
2. **Public Comments at the Board Meeting** – Each registered person will be recognized and identified by the Presiding Officer or staff moderating the communications when it is their turn to speak. **Public comment is limited to 3 minutes per person.** Only persons who have registered in advance to give public comment during the meeting, will be allowed to provide comment.

Note: The Board of Directors of the Barton Springs/Edwards Aquifer Conservation District reserves the right to meet in 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 4:00 p.m.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **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.)*
 - a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **NBU**
 - b. Approval of minutes of the Board's June 11, 2020 Special Meeting. **Not for public review at this time**
 - c. Approval of a Master Services Contract with ASR Systems, Inc. **Pg. 8**
 - d. Approval of an Order Calling the Election for November 3, 2020; making provisions for conducting the election; and ordering other matters incident and related to such election. **Pg.13**
4. **a. 1st Public Hearing.**

The Public Hearing concerns the District's proposed fiscal year 2021 Annual Budget and Fee Schedule. At the conclusion of this Public Hearing the Board may approve the proposed FY 2021 Annual Budget and Fee schedule.

4. b. 2nd Public Hearing.

The Public Hearing concerns a well drilling application submitted by Gragg Tract LP, (1010 W. Martin Luther King Jr Blvd, Austin, Texas 78701) filed on February 11, 2020 for one new nonexempt well. The well is proposed to be discretely completed in the Lower Trinity aquifer, and is planned to be used as a public water supply well to support a future mixed use development along the FM 1626 and SH 45 corridor. A separate Production Permit Application will be required in order to operate and produce from this well in the future. The proposed well is located in Travis County on a 36.9 acre tract at FM 1626 (30.133597°, -97.860964°).

5. Discussion and Possible Action.

- a. Discussion and possible action on approval of the FY 2021 Fee Schedule by Resolution #07092020-01. **Pg. 50**
- b. Discussion and possible action on approval of the proposed FY 2021 Annual Budget. **Pg. 52**
- c. Discussion and possible action on a well drilling application filed by Gragg Tract LP, on February 11, 2020 for one new nonexempt well to be used as a Public Water Supply Well completed in the Lower Trinity Aquifer. **Pg. 60**

6. General Manager's Report. Discussion and possible action.

Topics

- a. Update on District's response to COVID-19.
- b. Update on Aquifer conditions and status of drought indicators.
- c. Review of Status Report and update on team activities/projects. **Pg. 73**
- d. Upcoming public events of possible interest.

7. Directors' Reports.

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;
- Board committee updates;
- Conversations with public officials, permittees, stakeholders, and other constituents;

- Commendations; and
- Issues or problems of concern.

8. Adjournment.

Please note: This agenda and available related documentation, if any, have been posted on the District 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

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.)

- a. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000.**
- b. Approval of minutes of the Board's June 11, 2020 Special Meeting.**
- c. Approval of a Master Services Contract with ASR Systems, Inc.**
- d. Approval of an Order Calling the Election for November 3, 2020; making provisions for conducting the election; and ordering other matters incident and related to such election.**

**Master Services Contract for Certain Services
Requested by Barton Springs / Edwards Aquifer Conservation District
To Be Delivered Under Task Orders Issued To
ASR Systems LLC**

This agreement establishes the contractual provisions by which the Barton Springs/Edwards Aquifer Conservation District (hereinafter "District"), 1124 Regal Row, Austin Texas 78748, Tel. 512-282-8441, a local political subdivision of the State of Texas; will engage ASR Systems LLC as contractor (hereinafter "Contractor"). This agreement is made by the District and the Contractor (hereinafter collectively "the Parties") with an effective date of **June 15, 2020**, and will terminate no later than August 31, 2021, subject to the funding limitation and term provisions of Section III below.

**Section I
Engagement of Contractor**

The District is a political subdivision of the State and is responsible for the protection, conservation, and management of groundwater within its jurisdictional boundaries in the Austin/Central Texas area. The Contractor is **ASR Systems LLC**. The District agrees to engage Contractor to supply certain services, specified generally below and more specifically by individual task orders authorizing specific work under the terms and conditions set forth in this contract, and the Contractor agrees to perform such services under the terms and conditions set forth in this contract and the individual task orders, if any. No minimum amount of contracting is guaranteed under this Master Services Contract, and the District reserves the right, in its sole discretion, to issue task orders to Contractor.

**Section II
Scope, Compensation and Deliverables**

Work will be authorized for performance only under negotiated task orders pursuant to this Master Services Contract; a template for a task order under this contract is provided in Exhibit 1. The scope of services to be provided by Contractor under the task orders will be in the following general service areas:

- consulting on Aquifer Storage and Recovery (ASR) projects;
- engineering, technical, and operational support for ASR projects;
- ASR testing analyses;
- ASR well construction and operations;
- recovery efficiency and recoverability analysis; and
- water quality and geochemical analysis.

The work under each task order will be compensated on a time-and-materials basis or, depending upon the nature of the work, on a negotiated fixed-price basis. Each task order will define a "not to exceed" cost for that task order service. No commitment shall have been made by the District, and the Contractor is under no obligation to commence work, until such a task order has been made by the District and accepted by the Contractor, both in writing. Executed task orders shall become a part of this Agreement and upon execution, shall be considered notice to the Contractor to proceed. Work on each task order will be invoiced separately, generally at the completion of the task order, unless otherwise negotiated. District will pay all undisputed amounts promptly in accordance with Texas Government Code §2251.021(a) no later than 30 days after presentation of an accurate invoice receipt.

The type and schedule for Deliverables will be specified by the individual authorizing task orders.

Section III Term, Termination

The term of this master contract ends on **August 31, 2021**, and Contractor warrants its capability and willingness to perform the work until this termination date. It is acknowledged by Contractor that funds for this agreement are budgeted only for the current fiscal year, ending August 31, 2020, and while it is the District's intent to fund future fiscal years under this agreement, the District can only commit to a budget for task orders under the then-current fiscal year ("funding limitation"). Work beyond that funding limitation, even if directed by the District, is at Contractor's risk and Contractor has no obligation to perform such work.

The District may terminate this agreement with or without cause at any time, and will pay Contractor for any incurred or irrevocably committed costs to that date. Contractor may terminate this agreement with 30 days written notice.

Section IV Relationship of Parties, Liaison

The parties intend and agree that Contractor, in performing the specified services, will act as an independent contractor and not as an employee of the District, and that Contractor retains control of the work and the manner in which it is performed. [*Contractor agrees that s/he will be personally involved in implementing all task orders under this master contract, although s/he may employ subcontract labor with the prior written approval of the District*]. The above notwithstanding, Contractor understands that the District intends for its staff to be collaboratively engaged with the Contractor in the conception of task orders and other deliverables and to assist Contractor in the performance of these services. Contractor will be free to contract for similar services to be performed by him for other clients while Contractor is under contract with the District, provided no conflict of interest exists or arises with the District and that the services to be provided by Contractor to such other persons do not interfere with the substantive and timely performance of Contractor's obligations under this contract. Contractor is not to be considered an agent or employee of the District, will not have the rights of an employee of the District, and is not and will not be or become entitled to participate in any pension plans, bonus, or similar benefits that the District provides its employees. Ms. Vanessa Escobar, the District's General Manager, will be the District's representative and authority for contractual matters of scope, schedule, and budget. The District's technical representative and coordinator will be specified on the individual task orders.

Section V

Insurance and Indemnification

- a. Contractor agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.
- b. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the District, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, to the extent caused by or arising out of the negligence of Contractor, its sub-contractors, their respective employees, principals, agents officers or anyone for whom the Contractor is legally liable. The Contractor shall not be obligated to indemnify the District for the District's own negligence but shall be obligated to pay for defense costs proportional to Contractor's negligence for actions or proceedings arising out of this Agreement based on the negligence of Contractor even if District is determined to be partially negligence.

Section VI Miscellaneous

- a. Venue for all claims and disputes arising under or related to this contract shall be and lie exclusively in the state and county courts of Travis County, Texas, USA, and the federal district court of the Western District of Texas, Austin Division.
- b. The laws of the State of Texas, excepting its choice of laws provisions, shall govern this contract and its interpretation, construction and application, and any disputes or claims arising under or related to this contract.
- c. This is the complete agreement between the parties concerning the subject matter hereof, and no prior oral or written provisions, undertakings, understandings, promises or representations shall have or be given effect to modify, limit, negate or augment the provisions of this contract. This contract may be amended only by writing duly executed by both parties.
- d. Notices given in relation to this contract shall be in writing and shall be deemed given (i) when delivered personally to the recipient's address appearing in the opening paragraph of this contract; (ii) three (3) business days after being deposited in the U.S. Mail, postage prepaid, and addressed to the recipient's address as stated in the opening paragraph of this contract; or (iii) upon delivery by a national courier service, capable of tracking and documenting shipping and delivery, to the recipient at the address stated in the opening paragraph of this contract.
- e. In the event any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract shall be valid and enforceable to the maximum extent permitted by law.
- f. No term or provision of this contract shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this contract shall not be deemed to be amended by any such event of waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

- g. Descriptive headings or captions in this contract are for convenience only and shall not affect the construction or application of this contract. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.
- h. When mediation is acceptable to the parties in resolving a dispute arising under or related to this contract, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation. Unless the parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. & REM. CODE ANN. § 154.073, unless the parties agree in writing to waive such confidentiality. Neither party may be compelled to arbitrate any dispute or claim arising under or related to this contract without its express consent.
- i. **Attorneys Fees.** In the adjudication of any dispute or claim arising under or related to this contract, the prevailing party shall be entitled to recover its taxable costs of court and reasonable attorney's fees.
- j. **Confidential Information.** Contractor agrees to hold and keep strictly confidential any information, documents or other records disclosed to Contractor by the District that are identified by the District as confidential, sensitive, proprietary or otherwise privileged under the law; and to promptly advise the District in writing if such confidential information is provided to or accessed by unauthorized persons.

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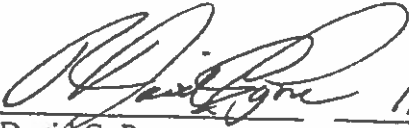
The parties have executed this agreement in Austin, Texas on the _____ day of _____, 2020.

**For Barton Springs/Edwards Aquifer
Conservation District,
The District:**

**For
Contractor:**

Blayne Stansberry
President, Board of Directors

Date



R. David G. Pyne
Principal of Contractor

Date

11 June 2020

Attest:

Approved as to Form:

Blake Dorsett
Board Secretary

Date

William D. Dugat, III
Counsel

Date

**ORDER CALLING ELECTION FOR NOVEMBER 3, 2020; MAKING PROVISIONS
FOR CONDUCTING THE ELECTION; AND ORDERING OTHER MATTERS
INCIDENT AND RELATED TO SUCH 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 3, 2020 (the “Election”) for the election of directors from the District precinct numbers one (1), three (3) and four (4); 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 Election’s 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 Election’s 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; and

WHEREAS, the Caldwell County Election’s 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 Caldwell County Elections Officer to conduct that portion of the District’s election that will be held in Caldwell 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. A general election shall be held on Tuesday, November 3, 2020, 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 one (1), three (3) and four (4) for the election of Directors from precinct numbers one (1), three (3) and four (4) at which qualified electors of those precincts 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 on election day 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. 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. Hays Counties will utilize the Hart Intercivic Verity Duo voting system, and Caldwell and Travis Counties will utilize the ES&S ExpressVote voting system, which have all been approved for use by the Texas Secretary of State, and are as described under Title 8 of the Texas Election Code, for early voting by personal appearance and on election day. Paper ballots shall be utilized for early voting by mail.

Pursuant to Chapter 31 of the Texas Election Code, the Board orders that the Election be conducted under Contracts for Election Services with Hays and Travis Counties, which are attached as “**Exhibit A**” to this Order and incorporated by reference. The Contract for Election services with Caldwell County will be presented to the Board when available.

Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the Board is expressly authorizing this action. Pursuant to Chapter 271 of the Texas Election Code the Board hereby finds that this Election be conducted under the terms and conditions of one or more agreements to conduct joint elections, of which, the Joint Election Agreement with Hays County is attached as “**Exhibit B**” to this order and is hereby incorporated by reference. Any other Joint Election Agreements will be presented to the Board when available from each respective County.

Section 3. Voting Precincts; Polling Places; Election Judges, Alternates, Clerks and other Election Officials. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell, Travis and Hays County Election Precincts, that are wholly or partially within Director precinct numbers one (1), three (3) and four (4) 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 the corresponding Caldwell, Travis and Hays Election Precinct Numbers of each precinct that is wholly or partially within the District.

The Board finds the use of vote centers, if applicable, under the Countywide Polling Place Program as described in Section 43.007 Texas Election Code, will result in a more convenient voting opportunity for the voters and a more efficient and cost effective administration of the election, and use of vote centers by each respective County, where applicable, are hereby approved. A list of BSEACD’s voting precincts and polling places for each voting precinct, and, as applicable, each vote center used as a polling place on Election Day will be presented to the Board when available from each County.

The Board approves the appointment of persons designated by the Caldwell County Elections Officer, Travis County Elections Officer and the Hays County Elections Officer to serve as election workers. Such proposed presiding judges, alternate judges and clerks shall meet the eligibility requirement of Chapter 32, Subchapter C of the Texas Election Code. The rate of pay for judges, alternates and clerks of the election shall be determined in accordance with the

provisions of the Texas Election Code, as amended, and other applicable laws. The Board approves the appointment of persons designated by the Caldwell County Elections Officer, Travis County Elections Officer and the Hays County Elections Officer to serve on the early voting ballot board, at the central counting station, or in any other capacity needed in order to conduct the election. Instruction for all election officers shall occur as provided in the Joint Election Agreements and/or Contracts for Election Services.

Section 4. Early Voting. The Board appoints Dana Christine Wilson as the District’s Regular Early Voting Clerk. If the District’s Regular Early Voting Clerk receives any ballot applications, or ballots voted by mail from either Caldwell, Travis or Hays Counties, the Regular Early Voting Clerk shall forward those ballot applications or ballots voted by mail to the respective Joint Early Voting Clerk from either Caldwell, Travis or Hays County as appropriate. Early voting for the election shall be conducted jointly with other Entities. The respective Election Officials for Caldwell, Hays, and Travis Counties shall serve as the Joint Early Voting Clerks, and shall appoint any necessary early voting clerks to assist them.

Early Voting by Mail

The persons indicated below are hereby appointed by the Board to serve as Joint Early Voting Clerks for their respective County. All applications for ballots received during the period allowed by the Texas Election Code shall be addressed according to the following:

County	Joint Early Voting Clerk
Caldwell	Pamela Ohlendorf Elections Administrator 1403 Blackjack Street, Suite C Lockhart, TX 78644 pamela.ohlendorf@co.caldwell.tx.us
Hays	Jennifer Anderson Elections Administrator 712 South Stagecoach Trail, Ste. 1012 San Marcos, TX 78666 elections@co.hays.tx.us
Travis	Dana DeBeauvoir Travis County Clerk – Elections Division P.O. Box 149325 Austin, TX 78714-9325 eBBM@traviscountytexas.gov

An original, signed, complete application for a ballot by mail may be submitted to the email addresses above. If you are submitting your application for ballot by mail by fax or email, the original, hard copy of the application MUST be mailed and received by the joint early voting clerk no later than the 4th business day after it was originally submitted.

For the use of those voters who are entitled by law to vote early by mail, the joint early voting clerks shall provide each voter in their respective counties with a ballot with instructions to mark the ballot indicating his or her vote for each candidate and/or measure on the same ballots utilized for early voting by personal appearance at the Election.

The period to apply for a ballot by mail is January 1, 2020 through October 23, 2020. The application must be received by October 23, 2020 (mere postmarking by the deadline is insufficient.)

Early Voting by Personal Appearance

Early voting by personal appearance shall be conducted in Caldwell, Hays and Travis Counties at the locations, dates, and times to be presented to the Board when available, prior to the election.

Section 5. 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, or vote center shall deliver the ballot boxes and other materials for their respective precinct or vote center 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 Election Officials for each County 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 6. Appointment of Custodian of Records and Appointment of Agent. The Board appoints 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 the 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.

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, Jennifer Anderson as the Custodian for that portion of the District election conducted in Hays County, and Pamela Ohlendorf as the Custodian for that portion of the District election conducted in Caldwell County, all for the sole purpose of preserving all voted ballots for each respective County securely in a locked room in the locked ballot boxes for the period of preservation required by the Election Code.

Section 7. 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 8. Notice of Election Publication and Posting Requirements.

Publication of 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, or if no such paper exists, a newspaper of general circulation 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.

Posting of Notice of Election

Notice of the election shall also be posted on the bulletin board used by the Board to post notices of the Board's meetings, and on the District's Internet website no later than the 21st day before the election as required by Texas Election Code, § 4.003. In addition notice shall be provided to the Caldwell, Travis and Hays County Election Officers and Voter Registrars as applicable, and as required by Texas Election Code, § 4.008.

Section 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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. The Governor has suspended and modified certain open meeting requirements pursuant to his disaster declaration. These changes include allowing the District to establish procedures for telephonic or videoconferenced meetings that are accessible to the public.

Section 15. Authorization to Execute. Blayne Stansberry, the 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 16. Effective Date. This Order is effective immediately upon its passage and approval.

[This section intentionally left blank.]

PASSED AND APPROVED this 9th day of July, 2020.

**BARTON SPRING/EDWARDS
AQUIFER CONSERVATION DISTRICT**

Blayne Stansberry
President, Board of Directors

ATTEST:

Blake Dorsett
Secretary, Board of Directors

[SEAL]

EXHIBIT A

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and Barton Springs/Edwards Aquifer Conservation District ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term "Election Officer" refers to the Travis County Clerk;
 - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by

the governing authority of the Participating Entity necessary to the conduct of an election, except that:

- a. The Election Officer may provide newspaper notices on behalf of the Participating Entity with respect to a specific election if:
 - i. Not later than 60 days before election day for that election, the Participating Entity submits a written request to the Election Officer to provide newspaper notices on behalf of the Participating Entity, provides the Election Officer the content of the notices and information as which newspapers those notices are to be published and the dates of publication and any other information required by the Election Officer for providing newspaper notices, and
 - ii. The Participating Entity pays the Election Officer all costs associated with providing the newspaper notices.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation that to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) having a Participating Entity representative serve as the custodian of its election records; and

- (7) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) Dana Christine Wilson will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Dana Christine Wilson will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. Dana Christine Wilson will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) **Requests for Election Services.** For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable payment of \$150 to the Election Officer.
- (C) **Cancellations.** On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) **Notice, Cost Estimate, Initial Invoicing, and Initial Payment.**
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to Election.Entities@traviscountytexas.gov. The Participating Entity has designated Dana Christine Wilson as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: dana@bseacd.org.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
 - (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
 - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
 - (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 day unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within thirty days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election,

the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

- (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after June 30, 2020 through January 1, 2021, the Participating Entity shall pay one half of one percent of the cost of the electronic voting system equipment installed at a polling place and one-half of one percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any

authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Barton Springs/Edwards Aquifer Conservation District
Attn: Dana Wilson - Elections
1124 Regal Row
Austin, TX 78748

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

cc: Honorable David Escamilla, Travis County Attorney (or his successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

Barton Springs/Edwards Aquifer Conservation District
Attn: Dana Wilson - Elections
1124 Regal Row
Austin, TX 78748

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

**BARTON SPRINGS/EDWARDS AQUIFER
CONSERVATION DISTRICT**

BY: _____
Blayne Stansberry
President

DATE: _____

TRAVIS COUNTY

BY: _____
Sam Biscoe (or his successor)
County Judge

DATE: _____

BY: _____
Dana DeBeauvoir
County Clerk

DATE: _____

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this “Contract”) is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS (“Contracting Officer”)** and the **Local Political Subdivision** set forth on the signature page of this Contract (the “LPS”) pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the “Election”);

WHEREAS, the LPS desired that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to an election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS’s Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS’s election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Teas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

- A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.
- B. **Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.
- C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**
 - 1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
 - 2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.
- D. **Election Training.** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.
- E. **Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas

election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The City Clerk will ensure that the Public Notice is also provided via published notice, on the City's website and on all City social media outlets.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo System, paper, auditory.

K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. **Election Day Activities.**

1. The contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- M. **Election Night Reports.** The contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.
- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas election Code to determine whether such will be counted and to resolve any issues with such ballots.
- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.
- P. **Custodian of Election Records.** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of

the records pertaining to the operation of the Verity Controllers and Verity Touch components.

Q. Recount.

I. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original estimate/invoice.

R. Schedule for Performance of Services. The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

S. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

T. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. Applications for Mail Ballots. The LPS shall date and stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Election Notices, and Canvass. The LPS shall be responsible for the preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

C. Map/Annexations. The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in and

electronic or printed format and shall advise the contracting officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- D. **Department of Justice Preclearance for Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- E. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- F. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. **SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

V. **PAYMENT**

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller and per Verity Duo/Scanner component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 2. The officers who conduct the official canvass of the election returns;
 3. The authority to serve as custodian of voted ballots or other election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. Payment** above.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:
1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.
 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
 Elections Administrator, Hays County
 712 S. Stagecoach Trail, Suite 1012
 San Marcos, Texas 78666
 Tel: (512) 393-7310
 Fax: (512) 878-6699
 Email: janderson@co.hays.tx.us

For the LPS:

Dana Christine Wilson
 Senior Administrative Manager, BSEACD
 1124 Regal Row
 Austin, Texas 78748
 Tel: (512) 282-8441
 Fax: (512) 282-7016
 Email: dana@bseacd.org

Witness by my hand this the _____ day of _____, 20__.

Contracting Officer:

 Jennifer Anderson, Elections Administrator
 Hays County, Texas

Witness by my hand this the _____ day of _____, 20____.

Local Political Subdivision:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

Signature: _____

Exhibit B

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS OF BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT

This Joint Election Agreement ("Agreement") is entered into on July 9, 2020, between Barton Springs/Edwards Aquifer Conservation District, (the "LPS") 1124 Regal Row, Austin, Texas 78748, and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The LPS enters into this Agreement for the conduct of the elections to be held from August 2020 through July 2021.

Section 2. *Appointment of Election Officer.* The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. Amendments. This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. Effective Date. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the

following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

Dana Christine Wilson - Elections
BSEACD
1124 Regal Row
Austin, Texas 78748

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this 9th day of July, 2020

Hays County Elections Administrator

LPS

Jennifer Anderson
Elections Administrator

Blayne Stansberry, President
Barton Springs/Edwards Aquifer
Conservation District

Attest:

Attest:

Blake Dorsett, Secretary
Barton Springs/Edwards Aquifer
Conservation District

Item 4

Public Hearings

a. 1st Public Hearing.

The Public Hearing concerns the District's proposed fiscal year 2021 Annual Budget and Fee Schedule. At the conclusion of this Public Hearing the Board may approve the proposed FY 2021 Annual Budget and Fee schedule.

b. 2nd Public Hearing.

The Public Hearing concerns a well drilling application submitted by Gragg Tract LP, (1010 W. Martin Luther King Jr Blvd, Austin, Texas 78701) filed on February 11, 2020 for one new nonexempt well. The well is proposed to be discretely completed in the Lower Trinity aquifer, and is planned to be used as a public water supply well to support a future mixed use development along the FM 1626 and SH 45 corridor. A separate Production Permit Application will be required in order to operate and produce from this well in the future. The proposed well is located in Travis County on a 36.9 acre tract at FM 1626 (30.133597°, -97.860964°).

Item 5

Board Discussions and Possible Actions

- a. Discussion and possible action on approval of the FY 2021 Fee Schedule by Resolution #07092020-01.**

STATE OF TEXAS

§

RESOLUTION # 06092020-01

COUNTIES OF TRAVIS, HAYS
AND CALDWELL

§

§

§

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT
THAT ADOPTS THE FISCAL YEAR 2021 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 water use fee 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 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 2021 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 9, 2020 **TO BE EFFECTIVE** on September 1, 2020.

Blayne Stansberry, Board President

Blake Dorsett, Board Secretary

Item 5

Board Discussions and Possible Action

b. Discussion and possible action on approval of the proposed FY 2021 Annual Budget.



MEMORANDUM

Date: June 25, 2020

To: District Board of Directors

From: Dana

Re: Changes made to Proposed Budget Version A
(after Preliminary Budget Version G discussion at June 11, 2020 Board Meeting)

FORMATTING CHANGES:

I added numbers to the highlighted rows on the left of budget for easier referencing.

I highlighted in yellow on the left to show any changes made since the last version that the Board saw (and approved); changes below.

Change # 1:

I added a 200,000 gallon new permit. This increased the pumpage revenue by \$88, and the City of Austin by \$51 (therefore total impact to income is \$139).

Change #2:

I moved the windfall amount (on the last page of the budget) back into the budget under GM Team – Additional Operating Expenses.

Change #3:

I increased the Contingency Fund on the very last line of the budget on page 5 by \$137 – the amount of May's interest income.



FY 2021 DRAFT PROPOSED BUDGET

Budgeted Permitted Pumpage 4,183,365,861 Gallons

	2020 Revision 1 Approved 5-14-2020	Draft 2021 GALLONS	\$ Amount of Change	Draft 2021 Proposed 6-25-2020
I. INCOME				
A. Production Fees, and Water Use Fee:				
1 Actual Authorized Pumpage Revenue (17¢ per 1,000 gallons)	\$443,786	2,653,673,113	7148	\$451,124
2 Actual Authorized Pumpage Revenue (44¢ per 1,000 gallons)	\$143,567	327,912,748	715	\$144,282
Actual Authorized Agriculture Pumpage Revenue (\$1.00/acre foot)	\$887	289,180,000		\$887
3 Total Actual Authorized Pumpage/Production Fees	\$588,240	3,270,765,861	8051	\$596,293
4 Pending Permit Increases (at 17¢ per 1,000 gallons)	\$155,601	912,600,000	(459)	\$155,142
5 Total Projected Permitting Revenue less Agriculture	\$743,841	3,894,185,861	7504	\$751,435
Total Budgeted Permitted Pumpage with Agriculture		4,183,365,861		
6 Water Use Fee - City of Austin Assessment	983,284		10731	993,017
7 Pending Permit Increases (at 17¢ per 1,000 gallons)	\$1,736,125		18327	\$1,744,452
Water Transport Fees (50.31/1,000 gallons)	-\$155,601		450	-\$155,142
8 Total Production Fees, and Water Use Fee	\$1,694,524	4,010,000,000 gallons	18786	\$1,713,310
B. Other Fees:				
9 Annual Permit Fees	\$5,500		300	\$5,700
Administrative Fees - Permit Application and Development	\$9,800			\$9,800
Total Other Fees	\$15,300			\$15,500
C. Other Income:				

	Interest Income	\$12,000		\$12,000
10	Atlas Publication Income	\$1,000		\$0
	Total Other Income	\$13,000		\$12,000
D.	Project Income:			
11	Travis County H.A Funds 2020	\$75,000		\$0
	Hays County Jacobs Well Trinity Aquifer Studies	\$58,000		\$0
	HCCCD Jacobs Well Trinity Aquifer Studies	\$25,000		\$0
	Total Grant / Project Income	\$158,000		\$0
E.	Project Funds (Previously Received in 2020)		NEW	
12	General Fund - Scholarship Donations Received	\$0		\$1,000
13	General Fund - Hays County Jacobs Well Trinity Aquifer Studies	\$0	\$58,000	\$0
14	General Fund - HCCCD Jacobs Well Trinity Aquifer Studies	\$0	\$25,000	\$0
	Total Project Funds (Previously Received in 2020)			\$1,000
F.	Transfers			
15	Transfer Out from General Fund to Contingency Fund	\$0		\$(5,000)
	Total Transfers	\$0		\$(5,000)
16	TOTAL PROJECTED INCOME	\$1,880,824		\$1,736,810
II.	EXPENDITURES			
A.	Operational Expenses			
	Electricity & Water	\$6,000		\$6,000
	Telecommunications Services	\$17,000	Phone, Internet	\$17,000
	Printing / Copying / Photo Processing	\$2,000		\$2,000
	Postage / Freight / Shipping	\$2,500		\$2,500
	Office Supplies / Canteen	\$0,000		\$0,000
17	Furniture	\$0		\$1,500

		Non-Capital	10000	\$6,000
18	Computer Hardware / Supplies / AV Equipment			\$5,000
	Computer Software Maintenance/Upgrades/Acquisitions			\$6,000
19	Information Technology Monthly Maintenance	Internet	2820	\$14,580
20	Board Meetings and Staff Meetings		800	\$1,700
	Subscriptions / Publications			\$4,200
	Advertising and Public Notices			\$4,000
	Accounting System Operation and Maintenance	Offices		\$7,200
	Bank and Payroll Processing Fees (Miscellaneous)			\$1,000
	Upgrades, and Repair and Maintenance:			
	Fleet Maintenance / Repair			\$6,500
	Office Complex Maintenance / Offices / Lawn			\$11,400
	Facilities General Repair & Maintenance			\$5,000
	Leases:			
	Postage Meter Lease	Quarterly Lease		\$1,150
	Copier Lease and Maintenance	Off Capital / Dahill / CII		\$9,500
	Directors Conferences / Travel			\$2,500
	Organizational / Staff Professional Dues and Memberships			\$6,100
	Insurance (Auto Liability Property, Exo, Public Bonds)			\$7,070
21	Professional Development		9000	\$13,500
	Regulatory Compliance Team (3 @ 1500/ea = 4500)			
	Aquifer Science Team (3 @ 1500/ea = 4500)			
	Education Team (1 @ 1500)			
	General Mgmt and Administrative Team (4 @ 1500/ea = 6000)			
	Conservation Credits	Revenue Deduction		\$19,149
	Total Operational Expenses			\$162,049
				\$19,149
				\$170,669

B. Salaries and Wages			
22	Salaries and Wages	\$94,913	\$838,063
23	Salary and Wage Merit Adjustments	\$22,400	\$0
24	Interns	\$2,097	\$30,000
	Directors Fees of Office	\$10,000	\$10,000
	Total Salaries and Wages	\$1,008,410	\$908,063
C. Employment Taxes and Benefits, and Group Insurance			
Employment Taxes and Benefits			
25	Payroll Taxes	\$77,143	\$69,467
	Texas Workforce Commission Unemployment Taxes	1.6% in 2020 Quarterly C-3	\$2,600
	Workers Compensation Insurance	TML	\$3,812
26	Employee Pension Plan Contribution	7.50%	\$68,873
	Total Employment Taxes and Benefits	\$152,428	\$136,879
Group Insurance			
	Group Health Insurance (Employee only)	All Savers and S/Slink	\$118,364
	Group Health Insurance (Dependent Coverage)	25% of All Savers premium, District paid	\$15,000
	Dental Insurance (Employee only)	MetLife	\$8,150
	Life Insurance (Employee only)	Unum	\$13,000
	Vision Insurance (Employee only)	Aetna	\$1,600
27	Estimated Healthcare Cost Increase	NEW	\$0
	Total Group Insurance	\$156,114	\$172,114
Total Employment Taxes and Benefits, and Group Insurance		308,542	308,993
D. Professional Services			

	Auditor (Annual)	13,000	13,000	
	Retirement Plan (Food Parts Administration)	28,000	28,000	
28	Website and Database	0	0	5,000
29	Legal - General Services, and Special Services	150,000	150,000	(15,000)
30	Legislative Support	12,000	12,000	2,000
31	Election Services	10,000	10,000	7,000
	Total Professional Services	\$213,000		\$234,000
E.	Team Expenditures			
	Aquifer Science Team:			
	Hydrogeologic Characterization	\$2,000	\$2,000	\$2,000
	Water Chemistry Studies	\$2,800	\$2,800	\$2,800
32	Monitor Well, Equipment and Supplies	\$8,000	\$8,000	(10,000)
	Contracted Support	\$23,000	\$23,000	\$23,000
33	Travis County II-A	\$21,500	\$21,500	(21,500)
	Total Aquifer Science Team	\$57,300		\$34,800
	Education and Outreach Team:			
	Publications	\$750	\$750	\$750
	Outreach	\$6,500	\$6,500	\$10,100
	General Support	\$3,700	\$3,700	\$5,500
	Equipment and Supplies	\$1,000	\$1,000	\$1,000
	Contracted Support	\$2,000	\$2,000	\$2,000
34	Total Education and Outreach Team	\$13,950		\$19,350
	Regulatory Compliance Team:			
	Projects and Services	\$5,000	\$5,000	\$5,000
	Equipment and Supplies	\$2,500	\$2,500	\$2,500
	Contracted Support	\$10,000	\$10,000	\$14,000

Proposed Budget 6/25/2020 Version A
 (After Board Meeting Approval of Preliminary Version 6)

35	Total Regulatory Compliance Team	\$17,500	0000	\$21,500
General Management & Administrative Team:				
36	Contracted Support	\$8,000	1500	\$21,500
37	Logo Apparel / Equipment	\$0	1500	\$1,500
38	Additional Administrative Expenses	\$9,050	7350	\$16,400
	Total General Management & Administrative Team	\$17,050	22350	\$39,400
	Total Teams Expenditures	\$105,800	9250	\$115,050
F. Projects				
39	Hays County Jacobs Well Trinity Aquifer Studies	\$58,000	(58000)	\$0
40	HRCO Jacobs Well Trinity Aquifer Studies	\$25,000	(25000)	\$0
	Total Projects	\$83,000	(83000)	\$0
41	TOTAL PROJECTED EXPENSES	\$1,880,801	(144029)	\$1,736,773
III. NON-CASH DISBURSEMENTS				
	Depreciation Expense	\$50,000		\$50,000
	Accrued Benefits Payable (Earned Vacation and Nonexempt Comp)	\$50,000		\$50,000
	Total Non-Cash Disbursements	\$100,000		\$100,000
IV. PROJECTED POSITION				
	Total District Expenditures	\$1,880,801	(144029)	\$1,736,773
	Total District Revenue	\$1,880,824	(144014)	\$1,736,810
	Current Net Gain / (Loss)	\$23		\$38
	Contingency Fund		As of 4/30/2020	\$597,791
	Denotes changes from previous budget (2020 Revision 1).			
	Denotes important items for discussion/explanation.			
	Denotes changes from 6/11/2020 approved Preliminary Budget.			

Item 5

Board Discussions and Possible Actions

c. Discussion and possible action on a well drilling application filed by Gragg Tract LP, on February 11, 2020 for one new nonexempt well to be used as a Public Water Supply Well completed in the Lower Trinity Aquifer.

**Application Summary and Staff Recommendations
06/20/2020**

DESCRIPTION OF APPLICATION

Applicant: Gragg Tract, LP

Type of Application: Well Drilling Authorization for new well #4 in the Lower Trinity Management Zone

Request: Applicant requests to drill one (1) well in the Lower Trinity Aquifer for the purposes of supporting a mixed-use development, which may include public water supply and/or commercial use. A separate Production Permit Application will be required in order to operate and produce from this well in the future.

REASON FOR REQUEST

Gragg Tract LP filed one (1) well drilling authorization application on February 11, 2020 with the District for a new nonexempt Lower Trinity well. Prior to submitting this application, the applicant has recently (2017-2018) received approval and drilled three (3) Lower Trinity wells for the purposes of evaluating the viability of the groundwater source to support a planned future mixed use development, which may include public water supply and/or irrigation use. The three wells are currently ... (capped/not operational etc.). The new well (Well #4) is expected to be completed in the Lower Trinity as well. The proposed well is being drilled for the purpose of continuing evaluations of the viability of a Lower Trinity groundwater source to support a planned future mixed-use development, which may include public water supply and/or commercial use. Both the applicant and staff recognize that in order to adequately assess the groundwater production rates and representative water quality of a Lower Trinity well, the well would need to be designed and completed as a permanent and standard well completion. If the applicant finds the groundwater production and quality to be adequate and desirable, the applicant may consider filing a future production permit application in which case they would have to support that request by completing a full-scale aquifer test and hydrogeological report.

WELL/RECEIVING AREA LOCATION

The proposed well is located in Hays County on a 36.9 acre tract located 150' north of FM 1626 (30° 08' 00.95"N, 97° 51' 39.47" W) The well is located on a property that is adjacent to the SH 455W right of way corridor. Attachment A shows the location of the proposed new well (Well #4) and the location of the previously drilled wells (Well #1, Well #2, and Well #3). The produced groundwater is proposed to be used primarily for a future 36.9-acre mixed-use development.

WELL DESIGN

The well is expected to be completed in the Lower Trinity. The total well depth of the lower Trinity Well will be approximately 1,500 -1,700 ft below ground surface and completed so that water is only produced from the Lower Trinity Sligo and Hosston Formations (Attachment B).

APPLICATION REVIEW

- Staff has reviewed the application and has determined that the application has satisfied all the requirements pursuant to the application checklist requirements in District Rule 3-1.4.A and that the required documentation and payment of fees have been satisfied.
- Staff has determined that the applicant has sufficiently addressed the criteria and considerations for Board action in accordance with District Rule 3-1.6(A).
- Staff has confirmed that the applicant filed proper notice and the required 20-day public comment period has expired in accordance with District Rule 3-1.4.B. (Attachment C).

STAFF RECOMMENDATIONS - 06/08/2020

Staff recommends **approval** of the above-referenced well drilling authorization applications.

**Appendix A
Well Location Map**

Gragg Tract #4

Well Location Map

Legend

Well



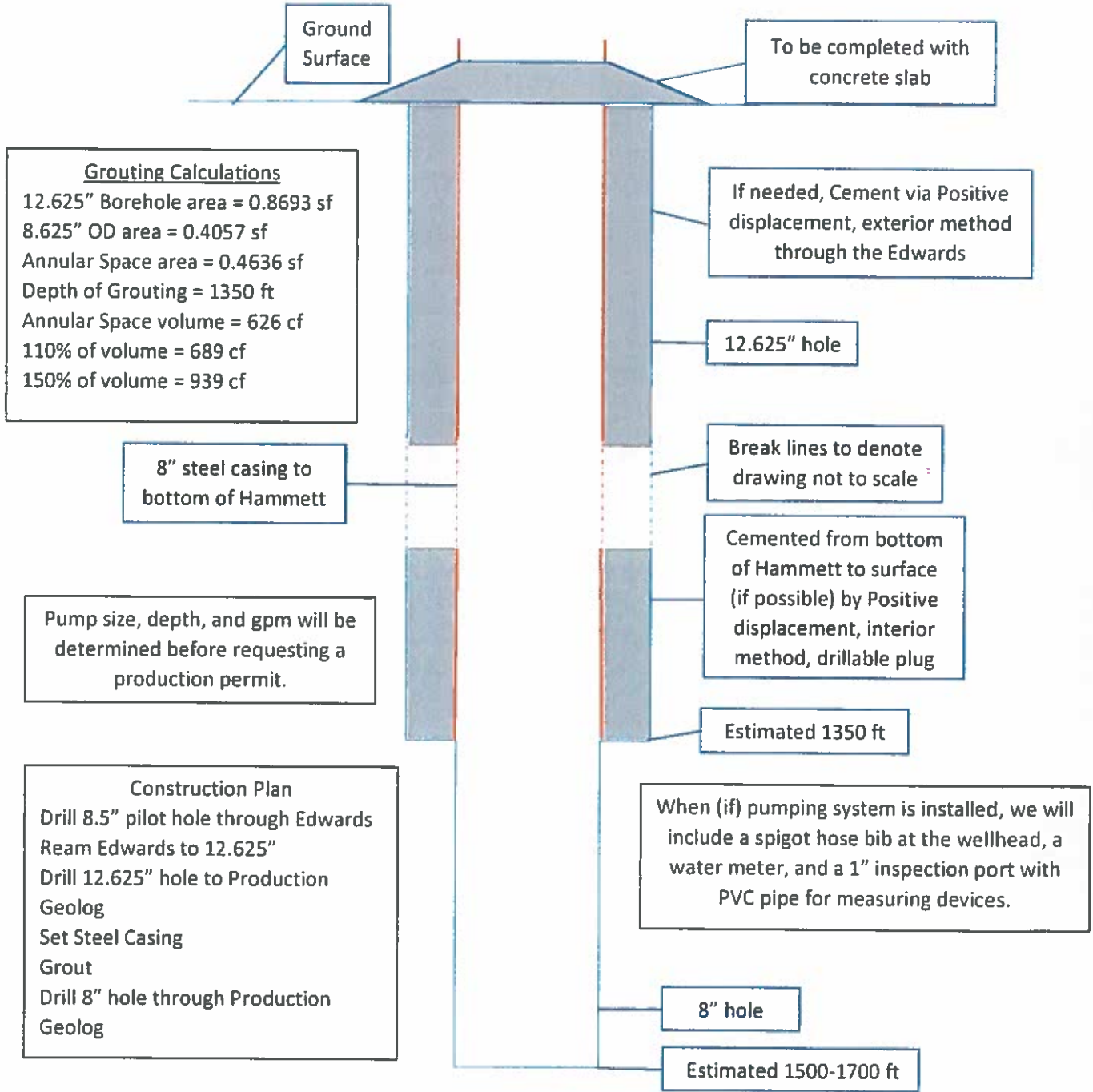
Google Earth

© 2020 Google

2000 ft

**Appendix B
Well Schematic**

Gragg Tract Well #4
Lower Trinity



Lead Driller
 Jim Blair Lic. #54416-CKMPW

Other Drillers
 Michael Scott Lic. #59719-KPW
 Matthew McGovern Lic. #60239

Kevin Langford Lic. #60368-KPW
 Brian Lee Lic #60594

Attachment C
Proof of Public Notice



Austin American Statesman austin360 tahora st

ADVERTISING INVOICE

BILLED ACCOUNT NUMBER	BILLING DATE	TOTAL AMOUNT DUE	STATEMENT #
68826	06/08/2020	\$0.00	
BILLING PERIOD	TERMS OF PAYMENT		PAGE #
06/08/2020	Upon Receipt		1 of 1
ADVERTISER CLIENT #	ADVERTISER/CLIENT NAME		
68826	BEE CAVE DRILLING, INC.		

BEE CAVE DRILLING, INC.
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DRIPPING SPRINGS, TX 78620

For questions concerning this bill call 866-470-7133, Option 2
If paid, please disregard. Thank You

Start/Stop	Newspaper Reference	Product	Description - Other Comments/Charges	Ad Size Billed Units	Times Run	Gross Amount	Net Amount
06/08/2020	P282331		Prepay Order #0000576267- CC #5241				\$(336.94)
06/08/2020	I00576267-06082020	Austin American-Statesman	Gragg Tract LP, (1010 W. Martin Luther King Jr Blvd, Austin, Texas 78701) filed a well drilling application on February 11, 2020 with the Barton Springs/Edward Legals Page C19	1 x 34 L 34	1	\$336.94	\$336.94
6/8/2020		Total Amount Due					\$0.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

PAYMENT COUPON

STATEMENT #	BILLING DATE	TERMS OF PAYMENT	ADVERTISER CLIENT #	ADVERTISER/CLIENT NAME
	06/08/2020	Upon Receipt	68826	BEE CAVE DRILLING, INC.

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Dept. 0881
P.O. Box 120661
Dallas, TX 75312-0661

68826
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DRIPPING SPRINGS, TX 78620

TOTAL AMOUNT	AMOUNT ENCLOSED
\$0.00	

Austin American-Statesman

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PROOF OF PUBLICATION

STATE OF TEXAS

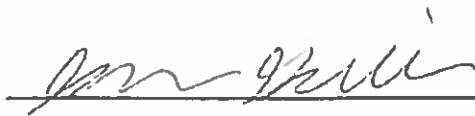
PUBLIC NOTICE

Before the undersigned authority personally appeared Jason Gallanis, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: BEE CAVE DRILLING, INC., first date of publication 06/08/2020, last date of publication 06/08/2020, published 1 time(s), and that the attached is a true copy of said advertisement.

BEE CAVE DRILLING, INC.
185 ANGEL FIRE DR.
DRIPPING SPRINGS, TX 78620

Invoice/Order Number:	0000576267
Ad Cost:	\$336.94
Paid:	\$336.94
Balance Due:	\$0.00

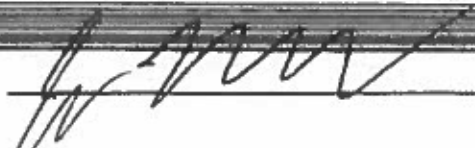
Signed



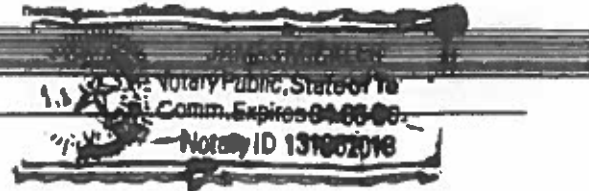
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 9th day of June, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)



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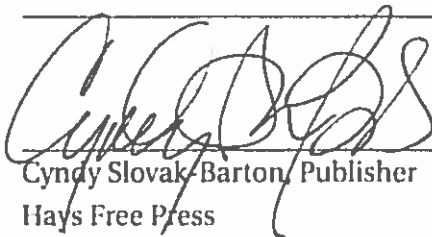
State of Texas §
County of Hays § Affidavit of Publication

My name is Cyndy Slovak-Barton, and I am Publisher of the Hays Free Press. I am over the age of 18, have personal knowledge of the facts stated herein, and am otherwise competent to make this affidavit.

The Hays Free Press is a legal newspaper publication under Texas law, headquartered and regularly published in Hays County, Texas. It is a newspaper of general circulation, and is generally circulated in Hays, Travis, and Caldwell Counties.

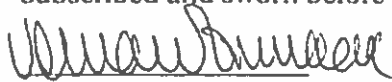
The attachment hereto was published in the Hays Free Press on the following dates at or below the classified legal rate:

A Public Notice of a well Drilling Application was
published in The Hays Free Press on June 17, 2020.

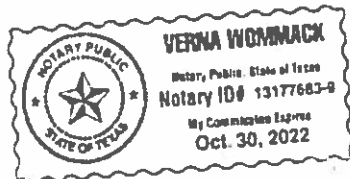


Cyndy Slovak-Barton, Publisher
Hays Free Press

Subscribed and sworn before me this the 22 day of June, 2020.



Notary Public
Verna Wommack



skin test, and drug screen. Growing (20+ year old) non-profit organization. www.pegasusschool.net. Call (512)432-1678 for further information

Yard Sale

MULTI-FAMILY YARD SALE

HWY 21 between Niederwald cemetery and Valero gas station at 15288 Camino Real. Multi-Family Yard Sale. Men & women's clothing, shoes, jewelry, athletic deadlift bar and weights, TVs & electronics, bed frame, home décor, holiday décor, purses, misc. items! EVERYTHING MUST GO!!!! Friday, June 26th at 8 a.m.

Public Notices

PUBLIC NOTICE

Gragg Tract LP, (1010 W. Martin Luther King Jr Blvd, Austin, Texas 78701) filed a well drilling application on February 11, 2020, with the Barton Springs/Edwards Aquifer Conservation District (District) for one new nonexempt well. The well is proposed to be discretely completed in the Lower Trinity aquifer, and is planned to be used as a public water supply well to support a future mixed use development along the FM 1626 and SH 45 corridor. A separate Production Permit Application will be required in order to operate and produce from this well in the future. The proposed well is located in Travis County on a 36.9 acre tract at FM 1626 (30.133597°, -97.860964°).

Publication of this notice was published in the Austin American Statesman on June 8, 2020 and begins a 20-day public response period for which comments, written formal protests and requests for a public hearing will be accepted by the District through the close of business June 28, 2020. Parties interested in formally participating in a hearing on a contested application should refer to District Rule 4-9.13. For further information, please contact the District, 1124 Regal Row, Austin, Texas 78748, (512) 282-8441, bseacd@bseacd.org. You may also contact the applicant, Gragg Tract, LP at (512) 481-0404.

CLAIMS TO ESTATE OF ROY ELMER BARTH
Claims may be presented in care of the attorney for the Estate addressed as follows:

ROY ELMER BARTH
Independent Executor
Estate of Nikki Machael Barth
C/O Andrew Gary
P. O. Box 727
San Marcos, Texas 78667

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

Dated this 11th. day of June, 2020

Andrew Gary
Bar #7721000
P.O. Box 727
San Marcos, Texas 78667
512-396-2541
andrewgary@grandecom.net

RFP

Sealed Proposals, pursuant to **Depository and Bank** 405 E. Loop Street, Buda thereafter, the bid proposals Room 1034 within Buda, Texas. The Banking services banking services include items, wire transfers (in account analysis, record daily collateral requirements

The Issuing Office for: 5 Loop Street, Building

Item 6

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.)

Topics

- a. Update on District's response to COVID-19.**
- b. Update on Aquifer conditions and status of drought indicators.**
- c. Review of Status Report and update on team activities/projects.**
- d. Upcoming public events of possible interest.**

STATUS REPORT UPDATE
FOR THE JULY 9, 2020 BOARD MEETING

Summary of Significant Activities – Prepared by Team Leaders

UPCOMING DATES OF INTEREST

- **District Board Meetings:** July 9th, August 13th, September 10th
- **GMA 9 Meeting:** TBD (Kerrville)
- **GMA 10 Meeting:** TBD (San Antonio)
- **Texas Water 2020:** July 13-16 (Virtual Conference)
- **AGWT Texas Aquifer Conference:** August 12-13 (Virtual Conference)
- **TAGD Texas Groundwater Summit:** September 1-3, 2020 (San Antonio)
- **ASR for Texas:** November 19, 2020 (Austin)

GENERAL MANAGEMENT TEAM

Staff: VE
7/2/2020

Litigation and SOAH Activities

- **Electro Purification (EP) Production Permit:**

7/2/2020 – Since the June 1st Abatement Status Report, EP and Kinder Morgan continued negotiation of terms and conditions for settlement of disputed issues between the Parties, the resolution of which would facilitate EP's ability to move forward with its pending Groundwater Production Permit Application pending in the SOAH Docket. EP believes that the terms and conditions of a settlement have been developed and assuming the proposed settlement is acceptable to the management of all affected Parties, the Confidential Settlement Agreement can be executed and, thereafter, be implemented. Timing of when review and approval can be accomplished is uncertain due to response times of Kinder Morgan's legal team. As of July 1st, EP has requested an additional abatement of one month. The current abatement is scheduled to end July 17th and they have asked for an extension to August 17th.

6/3/2020 – Since the May 1st Abatement Status Report, EP and Kinder Morgan initiated both informal settlement discussions and conducted a formal mediation on May 26, 2020, in an effort to address issues related to the threat the pipeline project posed to the ability of EP to implement its proposed groundwater supply project. On May 26th, the formal mediation concluded with a "Mediator's Proposal for Settlement" to the Parties. Following the presentation of the Mediator's Proposal to both sides, the Mediator "continued" the mediation to give the Parties the opportunity to consider with their principals the settlement proposal presented, as well as resolve several additional pending issues in the settlement discussion. As of June 1st, the mediation remains in a "continued" status.

5/7/2020 - The original abatement period was scheduled to end on April 3, 2020, however, on March 31, 2020, in coordination with the protestants and other parties, EP filed a motion to continue abatement of the SOAH proceeding until July 17, 2020. The complication of the COVID-19 Coronavirus Pandemic, the Governor's Orders, and the scheduling delays at the courts, warranted further extension of the abatement. During the extended abatement, EP proposes to provide regular monthly status reports to the ALJs and the parties on or before the first of each calendar month beginning May 1, 2020. EP indicated that they would continue to pursue adjudication of rights, remedies, and damages in the Courts in Hays County to determine whether any of the seven wells on the Bridges and Odell Leaseholds, as referenced in the EP Permit that is now before SOAH, will have to be relocated, and a modified application filed with the District. The parties agreed that to move forward in the absence of that final adjudication would be a waste of the time and financial resources and manpower of all parties at SOAH, the District, the Protestants, and the Applicant.

On May 1, 2020, EP submitted an abatement report to the parties and SOAH. The report described that on March 12, 2020, EP had secured a temporary restraining order that precluded Kinder Morgan (KM) from conducting any operations on the EP groundwater leases that could impair or damage the EP wells. On April 21-22, 2020, the Hays County Court conducted a video remote hearing to consider granting a temporary injunction on the KM pipeline activities in the EP easements. Ultimately, KM requested that the courts abate the proceedings so that they could file pleadings to condemn the interests of the EP groundwater leases and to secure possession over those rights as necessary for KM to construct their pipeline project. On April 25, 2020, KM filed condemnation actions against EP which in effect has mooted and dissolved the EP temporary restraining order. The next steps are for KM and EP to set a hearing date for the court to determine the amount of money to be paid into the court to compensate EP. In the interim, between now and the condemnation payout hearing, EP and KM have

agreed to enter into settlement discussions. The abatement will continue, with the next report due in June 2020.

- **Needmore Water LLC:** Protestants filed an appeal of Needmore Water LLC permit. The District filed a response in March 2020.
- **Permian Highway Pipeline (PHP):** The litigation team is currently taking steps to set a schedule for the case that will provide final ruling sometime this summer, but before August 1. On April 17, 2020, the litigation team filed an Amended Complaint in the PHP matter, *City of Austin, et al v. Kinder Morgan Texas Pipeline, LLC, et al*. This pleading directly challenges the validity of the Biological Opinion and Incidental Take Statement. There was an addition of several new claims (all challenging the validity of the BO/ITS), and clarification on some of the existing claims. The new claims involve two issues flagged by Judge Pitman in his Preliminary Injunction Opinion and one that arose on April 15, 2020, due to a ruling by the Chief Judge of the US District Court for the District of Montana.
 - The two issues flagged by Judge Pitman are: (1) Kinder Morgan's extensive failure to comply with the oak wilt mitigation protocol while it was clearing golden-cheeked warbler habitat; and (2) the invalidity of the BO/ITS based on mandatory terms and conditions that are too vague or indeterminate to enable effective monitoring or enforcement.
 - On April 15, 2020, an opinion from the District of Montana invalidated the entire Nationwide 12 Permit. The BO/ITS for the PHP were developed in an Endangered Species Act consultation among the Corps, Kinder Morgan, and the Service as a result of Kinder Morgan seeking a NWP 12, and the validity of the BO/ITS is expressly dependent on the issuance of the NWP 12. Therefore, the protestants claim in this Amended Complaint that the entire consultation, and therefore the BO/ITS, are invalid and void because the NWP 12 is invalid and void.

Interim Charges/Legislative Initiatives: GM and staff are tracking Interim charges and discussions in the House and Senate committees. Additionally, GM and staff are participating in TAGD committee discussions.

- *TAGD Committee on Produced Waters* – Committee is tracking the implementation of HB 2771 that requires TCEQ to assume the responsibility to approve permits to discharge wastewater from the oil and gas industry into our rivers, lakes, and streams. Delegation of Authority would shift from Railroad Commission to TCEQ by September of 2020.
- *TAGD Committee on Joint Planning* – Committee is tracking discussions and developing a white paper statement to provide recommendation on areas of joint planning that can be improved. Committee is also assessing the GMA's activities on monitoring compliance with the DFCs.

GMA DFC Planning: GM and staff have developed a memorandum that describes the GMA 10 DFC expression revision. Staff has also developed a memorandum which was shared with TWDB that describes improved approaches for calculating the MAG in GMA 10. The TWDB is amenable to utilizing revised methods for this workflow. There is ongoing coordination with SWTGCD, HTGCD, TWDB & GMA 9 as boundary adjustments continue. GM and staff are planning for Explanatory Report development to be completed in Fall 2020. There will be future internal discussions to identify objectives and goals of DFC monitoring methodologies. Staff received an update from TWDB on their GAM modeling efforts and learned that the timeline for the Hill Country Trinity model update completion is 2023.

Sustainable Yield Planning: Ongoing modeling discussions, future stakeholder discussions, potential rule-making objectives and timelines, Board Presentations. GM and staff are reviewing and considering the proposals for facilitation services to aide in the advisory workgroup and stakeholder planning efforts.

Database Management System: Intra and District staff have developed a schedule and workplan for the final phase of the project. Status updates, meeting reports, design work, and developer work is ongoing.

Implementation of Habitat Conservation Plan: The first annual report was timely submitted to USFWS for their review. Staff will be visiting with FWS staff in the coming months to receive feedback on the first annual report.

Region K Planning Group : July 15, 2020

Region L Planning Group: July 30, 2020

Kent Butler Summit Planning: GM and staff are participating in the planning and coordination of the 2020 Kent Butler Summit. Event is targeted toward local officials, key decision makers, and staff at municipalities, counties, WSCs and GCDs. The focus will be on land and water resource management and how partnerships with counties, municipalities, GCDs and NGOs can be leveraged.

Meetings with Officials: NA

Meetings with Permittees: GM and staff held a conference call with Ruby Ranch to discuss their near-final permit application and logistics of their ASR operations and response plans. GM and staff met with Marbridge on a routine site inspection to verify water use and meter reporting. GM and staff met with City of Hays to discuss a well rehab/well plugging project.

Drought Planning: All teams are making preparations for permittee notifications as water levels get closer to drought trigger thresholds.

Budget Planning: The Budget Committee has reviewed the Proposed Draft budget which is posted and publicly available. Budget Planning Schedule:

- June 29th – July 8th, the Proposed Budget will be available for public viewing.
- July 9th, Thursday Board Meeting and Public Hearing to approve final FY 2021 Proposed Budget and Fee Schedule.

Training, Presentations, and Conferences: Texas Water Foundation Leadership Institute Training – Vanessa Escobar, Michael Redman.

Routine Activities and Day-to-Day Operations:

- Developed protocols and procedures for modifying workplace operations during the COVID-19 pandemic; reviewed local and state orders regarding essential employees, and routinely met with staff regarding remote working arrangements and safety protocols.
- Hosted meeting with RWQPG; status meeting with BRAT team; site visit with Hays County; meeting with EDF, WVWA, HTGCD on grant proposal planning; meeting with Buda ASR team; meeting with HTGCD GM on Rulemaking & JWS management zone; meeting with Hays County staff regarding elections coding update; conference calls on Kent Butler planning.
- Provided general 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 assigned tasks in response to Board commitments; held regular staff meetings virtually, held one-on-one meetings with Team Leaders; held Planning Team meetings; served as liaison between Board and staff; and supported Board subcommittees.

GM Planning Efforts with Staff Teams:

- *Education Team* – website updates, office prep and material review, communications planning goals, social media strategies.

- *Aquifer Science Team* – grant review discussions, DFC memo discussions
- *Regulatory Team* – sustainable yield planning, onboarding work plan for AGM, permitting reviews, site inspections, ASR permit finalization, Intera strategy meeting for database project.
- *Administrative Team* – budget 2020 revision, budget FY 2021 planning, operational & administrative tasks, Board meeting planning, election planning.

Other Regional/Local News:

- “Texas water conservation stalls in latest scorecard”
<https://www.publicnewsservice.org/2020-06-23/environment/texas-water-conservation-stalls-in-latest-scorecard/a70616-1>
- Texas Water Conservation Scorecard: <http://www.texaswaterconservationscorecard.org/>
- “Armed with Eminent Domain, Pipeline Projects Continue to Burden Landowners”
<https://nexusmedianews.com/armed-with-eminent-domain-pipeline-projects-continue-to-burden-landowners-during-a-pandemic-8af45697f137>
- “Pipeline Poisons Wells in Hill Country”
<https://www.houstonchronicle.com/news/investigations/article/A-pipeline-poisons-the-wells-in-Hill-Country-15371071.php>

REGULATORY COMPLIANCE TEAM

Staff: KBE, ES, MR
July 1, 2020

Sustainable Yield

The RC team and Aquifer Science Team developed a process overview that outlines the timeline, milestones, and steps involved with completing the policy discussions, stakeholder aspects, and technical aspects of the sustainable yield effort. Staff is discussing modeling and policy internally. Staff met with a facilitator recently to discuss stakeholder planning. Staff is reviewing her proposal and is assessing bring her on as consultant to help with stakeholder planning and meetings.

DFC Planning

The RC team is actively collaborating in planning discussions with the Aquifer Science Team, neighboring GCDs, GMA 10 representatives, and TWDB staff. We are working on preparing a timeline and planning strategy for our immediate and long-term goals related to DFC revisions and DFC monitoring compliance. Discussions will continue as we continue to attend GMA meetings and prepare to develop presentations, bring information to the Board and engage additional stakeholders. On January 16th, staff made a presentation to the Board on DFC process and proposed revisions. Staff has drafted a DFC memo and will begin revision process with GMA 10 and TWDB.

State Office Administrative Hearing (SOAH) Matters

Electro Purification Production Permit - SOAH proceeding schedule has been abated until July 2020.

SH 45 SW/ MoPac Intersections Roadway Projects

Staff held a SH 45 wrap up discussion meeting with CTRMA in mid-November. Dave Fowler conducted a brief SH 45 inspection on January 27th and staff scheduled a final inspection for SH 45 in late June and it was canceled due to CTRMA staff being exposed to Covid. CTRMA and staff will stay in contact over next few months and will reschedule inspection once Covid exposure is reduced. Site visits to Mopac are also on hold.

Database Development Intera Contract

Intera continues to work on modules for completion and deployment. Staff had a meeting with Intera on June 2, 2020 to discuss the progress of the project which included scope review and completion strategy. A meeting with Intera is scheduled for early July to finalize project schedule. Staff will likely need to spend more time on this project to get it finalized.

Permitting: In Review Applications:

- City of Hays Well Rehab/ Well Plugging
- Exempt/ LPP Domestic Wells
- Ruby Ranch ASR Operational Permit
- Travis County Fire Station

Permitting: Pre Application Meetings (Soon to be Filed):

Application Type	Entity
Production Permit	Mi Ranchito (commercial/PWS)
Combo Drilling/Production Permit	Mad Rooster/ Greg Schwartz (Commercial)
Test Well	Creedmoor Trinity Test Well (PWS 2020)
Test Well	Maxwell WSC (PWS 2020)

Other Project Efforts/ Planning Discussions

- TAGD legislative subcommittees
- Buda ASR well drilling

Drought Compliance – No Drought

AQUIFER SCIENCE TEAM

Staff: BAS, BH, and JC (LC for ILA)
July 1, 2020

Sustainable Yield Evaluation of the Trinity Aquifers

Aquifer Science staff continue to collect data on the geology and hydrogeology related to the Trinity Aquifers. Aquifer Science staff are continuing to work on enhancing the monitor well networks in the EP and Needmore areas and are continuing to collect water-level and water-quality data from wells in these areas. We are working with Hays County to install Trinity monitor wells in the Jacob's Well area. Work on the District's own numerical modeling is ongoing. We are members of a technical committee to guide the development of a numerical groundwater model of the aquifers influenced by the Blanco River. Planning and funding of the Blanco River/Trinity model are close to being finalized with ongoing discussions between Hays County, Meadows Center, and Southwest Research Institute. It is expected that Southwest Research Institute will do most of the modeling work.

Alternative Water Supplies (ASR and Desalination)

Ruby Ranch has completed testing of injection of Edwards water into their Trinity well. Ruby Ranch submitted a final report on the ASR pilot testing to the TCEQ and the District on October 9, 2019. The District has received a permit application from Ruby Ranch for operation of their ASR system. The Ruby Ranch ASR system is now permitted for operation by TCEQ. The City of Buda recently completed the drilling of a Middle Trinity well for their ASR project. They are in the process of developing the well and preparing for an aquifer test. Aquifer Science staff are monitoring the Antioch multiport well as an observation well.

Drought and Water-Level Monitoring

The District drought indicators remain above their respective drought trigger thresholds. On June 30, the Lovelady well had a level of 488.8 ft msl, appearing to level off from its recent rising trend. Barton Springs was flowing at 69.4 cfs on July 1 and is starting to decrease in flow. The aquifer is not likely to enter drought conditions for at least two months.

Presentations, Conferences, Reports, and Publications

The 16th Sinkhole Conference that was to be held in San Juan, PR in April 2020 was postponed until April 2021. A list of recent publications can be found at: <https://bseacd.org/scientific-reports/>

Travis County ILA - Hydrogeologic Atlas of Western Travis County

The 80-page Hydrogeologic Atlas of Southwest Travis County was published by BSEACD on April 29. This atlas was prepared for tabloid-size printing, which Travis County has just completed. This atlas covers the hydrogeology, structure, water quality, and water use of southwest Travis County and a portion of northern Hays County. The various Trinity aquifers in the area are discussed along with an assessment of the availability of groundwater in the area. The key result of this study is that some portions of these aquifers are undergoing significant lowering of water levels, and some portions are depleted with no groundwater available for water supply to wells. A second phase of work complimenting Phase 1 has begun and will be completed by August 31.

EDUCATION TEAM

Staff: JV
July 1, 2020

District Operation Updates

Education staff has been working with all teams to keep the public up-to-date with changed office operations, staff contact information, and other useful information for the public during remote work operations. Updates are made to the website, front door signage, social media, and shared with eNews and press contacts as operations shift.

District Newsletter

Education staff has been working with all teams to redevelop the format and frequency of the District newsletter with decreased team staff. The Spring eNews release included topics on COVID Operations Changes, Water Conservation Period Begins, Aquifer Update, Latest District Publications, and ASR Interest Grows. The latest eNews was delivered to the District contact list with a 22.2% open rate.

Kent Butler Summit

Regular meetings continue with the Kent Butler Summit planning committee which includes District staff, Austin Water, Austin Watershed, Hill Country Alliance, and an outside facilitator. Format this year will be an invitation-only workshop focused on need/strategies/successes for 'Investing in the Natural Infrastructure of the Hill Country.' This strategic planning process also aims to improve the planning process for future summits. The format and date of this year's summit is subject to change as discussions continue.

Strategic Planning + Communications

Strategic planning is underway and notes from the Board presentations have been used to inform the budget draft and outreach team planning process. Research on an informal communications plan is underway and is being guided with help from other GCDs, agencies, and non-profit education/outreach staff.

Scholarship Programs

The District scholarship deadline was March 25th and winners were officially selected during the May board meeting. The District awarded the top 3 college applicants \$2,500 scholarships, and the 7 summer camp scholarship applicants with an alternative prize--passes to the Meadows Center in San Marcos. This year's scholarship programs were funded by the District and through conservation credit donations from City of Austin, Creedmoor Maha, Goforth, and Cook-Walden-Forest Oaks. All winners have been contacted, and alternative prize packages are being prepped for delivery to each of the camp applicants. Thank you letters to our judging panel have been sent out. View winners and essays at www.bseacd.org/scholarships.

District Well Water Checkup Postponed

The annual well water checkup program, originally set for April 22nd is postponed until further notice. The Well Water Checkup normally hosts the first 50 District well owners to bring in their water samples to test for common drinking water contaminants, at no cost to the well owner.

Other meetings and activities:

- **2021 Austin Cave Festival:** Collaborators have opted to cancel the festival for 2021 in light of the COVID pandemic and in the interest of public safety. The District collaborates with the Lady Bird Johnson Wildflower Center and various collaborating organizations to sponsor and plan this event on an annual basis.
- **Hydrogeologic Atlas of Southwest Travis County:** Working with members of the project team, staff are coordinating outreach to stakeholders, partners, peer-reviewers and participants to share the recently completed scientific report. Work is underway with partners on an educational guide for well owners in Travis County based on findings and information in the completed report.
- **Hill Country Living + Rainwater Revival Festival:** The annual event hosted by Hill Country Alliance has been postponed to October 24th, 2020.
- **Groundwater to the Gulf Teacher Training:** The District and collaborating partners that plan and host the annual Groundwater to the Gulf teacher training have decided to forgo the usual summer session and switch the program to every other year going forward.
- **Explorer's Guide to the Hill Country:** The SBCA has launched the web version at www.explorersguide.org. SBCA staff have been promoting the guide and Explorer's Challenge to visit sites and complete activities within the guide. The District is a main sponsor of the project and will also be sharing this resource for applicable events and programs.

Internet Traffic Report - Page views and visits to the District Website

From June-July, the District website had 1,407 total page views by 1,189 unique sessions. Top sites in order of number of views were Home Page (365), Maps (62), Agendas & Backup (57). *The District Facebook page now has 933 likes and 1,075 followers. The most popular FB posts included Planning for Texas Groundwater Resources Video, Watch AgriLife Live Rainwater Harvesting Video, and District COVID Operations Update.*

ADMINISTRATION TEAM

Staff: SD, TR, and DW
June 4, 2020 – July 2, 2020

Accounts Receivable/Permittee Cycle Billings

July permittee monthly billings to be mailed out by July 16, 2020 (\$29,147).

Banking

Updating new bank signature cards with Truist (previously BB&T that has now merged with Suntrust). **UPDATE:** This has been completed to include new check signing authority.

Budgets

Proposed Budget 2021 and Fee Schedule on the agenda with only a few small changes from the Preliminary Budget that the Board approved at the June 11 meeting.

Election – November 2020

There are three director precincts that may be involved this year:

Precinct 1 - Mary Stone, Precinct 3 - Blake Dorsett, Precinct 4 - Robert D Larsen, Ph.D.

Hays GIS Coding item: Vanessa, Bill Dugat, Sherry McCall, Dana, and the Hays County Election folks continue to have discussions regarding the GIS Coding issue that has been in process since May 2018.p

UPDATES: Election Order in process (and on this agenda).

Notice of Candidate Filing Period has been posted in our kiosk and on the website (Candidate Filing Period is July 18 through August 17).

Candidate Packets are being prepared and will be ready soon.

Financial Reporting – Website Transparency Section

Transparency Star-related. Most current, available financial reports are to be posted. Balance Sheets, Profit and Loss Statements, and Check Registers (Operating and Payroll) through June 2020 have been posted on the District website.

The Administration Team typically has repetitive monthly tasks e.g. monthly bank reconciliations, daily phone answering, monthly adjusting journal entries, accounts payable, contract/grant/project tracking, monthly meter reading reporting, etc. These types of tasks are not listed here because they are repetitive. Administration status reports are generally shorter than the other teams, as we list only our extra-ordinary tasks.

Item 7

Director's Reports

Directors' Reports.

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;**
- **Committee formation and updates;**
- **Conversations with public officials, permittees, stakeholders, and other constituents;**
- **Commendations; and**
- **Issues or problems of concern.**

Item 8

Adjournment