

NOTICE OF OPEN MEETING

Notice is given that a **Regular Meeting and Public Hearing** of the Board of Directors of the Barton Springs/Edwards Aquifer Conservation District will be held at the **District office**, located at 1124 Regal Row, Austin, Texas, on **Thursday, August 9, 2018**, commencing at **6:00 p.m.** for the following purposes, which may be taken in any order at the discretion of the Board.

Note: The Board of Directors of the Barton Springs/Edwards Aquifer Conservation District reserves the right to 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.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **Routine Business.**
 - a. **Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
 1. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **Not for public review**
 2. Approval of minutes of the Board's July 12, 2018, Regular Meeting. **Not for public review at this time**
 3. Approval of a joint-funding agreement with USGS at an annual cost of \$7,600 to continue the inclusion of the Lovelady Drought Indicator well in the USGS-managed and reported Texas Data Collection Program. The contract is for a two-year period so the total contract price is \$15,200 (payable in two separate annual payments.) **Pg.21**
 4. Approval of an amendment to extend the contract with Brian Zavala for ongoing website maintenance and task-based improvements. **Pg. 25**
 5. Approval of amendment to extend contract with SOAH relating to the Needmore Water LLC permit application. **Pg.26**
 6. Approval of the Engagement Letter for Legislative Consulting Services with Sledge Law and Public Strategies. **Pg. 28**

7. Approval of ordering director elections for Precincts 2 and 5 on the general election date in November 2018, approval of joint election agreement and election services contract, and for appointing a custodian of records and agent to the Board Secretary. **Pg. 30**

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

1. **Standing Topics.**

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

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

- i. Review of Status Update Report – at directors' discretion. **Pg. 66**
- ii. Update on certain projects and activities of individual teams
- iii. Update on HCP and ITP status.
- iv. Update on the City of Dripping Springs' application for a TPDES permit.
- v. Update on the procedural matters relating to the Needmore Water LLC permit application.
- vi. Update on the procedural matters relating to the Electro Purification LLC permit application.

4. **Public Hearing.**

The Board will hold a public hearing on the proposed FY 2019 Annual Budget and Fee Schedule. **Pg. 72**

5. **Discussion and Possible Action.**

- a. Discussion and possible action to adopt the proposed FY 2019 fee schedule by Resolution #080918-01. **Pg. 80**
- b. Discussion and possible action to adopt the proposed FY 2019 Annual Budget. **Pg. 82**
- c. Discussion and possible action related to establishing the District's legislative agenda for the upcoming legislative session and scheduling a work session to identify and discuss topics, District role, and priorities for 2018-2019. **NBU**

6. 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.

7. 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

Routine Business

a. Consent Agenda

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

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United States Department of the Interior

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

May 30, 2018

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

Dear Mr. Hunt:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Texas Water Science Center Water Resources Investigations, during the period September 1, 2018 through August 31, 2020 in the amount of \$15,200 from your agency. Please sign and return one fully-executed original to Beau Griffin at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **August 1, 2018**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Meghan Roussel by phone number (512) 927-3503 or email mroussel@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or email at kkbecher@usgs.gov.

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

Sincerely,

Timothy H. Raines
Director

Enclosure
18CMTX101000000 (2)

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

Customer #: 600000639
Agreement #: 18CMTX101000000
Project #: SJ009ME
TIN #: 74-2488641

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the September 1, 2018, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Barton Springs - Edwards Aquifer Conservation Dst party of the second part.

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

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

- (a) \$0 by the party of the first part during the period September 1, 2018 to August 31, 2020
- (b) \$15,200 by the party of the second part during the period September 1, 2018 to August 31, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

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

Customer #: 600000639
Agreement #: 18CMTX101000000
Project #: SJ009ME
TIN #: 74-2488641

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Meghan Roussel
Associate Director - Central Texas
Program
Address: 1505 Ferguson Lane
Austin, TX 78754
Telephone: (512) 927-3503
Fax: (512) 927-3590
Email: mroussel@usgs.gov

Customer Technical Point of Contact

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

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

Barton Springs - Edwards Aquifer Conservation Dst

Signature

By  Date: 05/30/2018
Name: Timothy H. Raines
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**Barton Springs - Edwards Aquifer Conservation District
18CMTX101000000**

Description	Code	Site Information		USGS Funds	Customer Funds	Total
		Units	Diff. Factor			
Task: 2 - Ground Water Data Collection						
Site: 301237097464801 Lovelady Well near Austin, TX						
Operation and Maintenance		1.00	1.00	\$0	\$15,200	\$15,200
Site Totals:				\$0	\$15,200	\$15,200
1 total site(s) under the Task Totaling:				\$0	\$15,200	\$15,200
1 total site(s) under the Agreement Totaling:				\$0	\$15,200	\$15,200

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
FY19 GROUND WATER DATA COLLECTION: 0220	\$0	\$7,600	\$7,600
FY20 GROUND WATER DATA COLLECTION: 0220	\$0	\$7,600	\$7,600
AGREEMENT TOTAL:	\$0	\$15,200	\$15,200

**Amendment No. 2 to the Agreement for Web Maintenance Services Between
Barton Springs/Edwards Aquifer Conservation District
and
Brian Zavala**

This is Amendment No. 2 to the contract (“Agreement”) between the Barton Springs/Edwards Aquifer Conservation District (hereinafter “District” or “BSEACD”), and Mr. Brian Zavala as contractor (hereinafter “Contractor”) dated March 27, 2014 and amended August 31, 2016. This amendment extends the term of the Agreement. All other provisions will remain as is in the existing Agreement, as amended.

Amendment No. 2 is entered into by the District and the Contractor as evidenced by the signatures below with an effective date of August 31, 2018. Sections III of the Agreement is amended as follows:

**Section III
Term; Termination**

Section III shall be modified to change the term of this Agreement to end on August 31, 2020.

No Other Changes to the Agreement are Hereby Authorized.

The parties have executed this agreement in Austin, Texas, on the dates shown below.

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

For Brian Zavala,

Blayne Stansberry
Board President

Date

Brian Zavala
Principal of Contractor

Date

Attest:

Approved as to Form:

Blake Dorsett
Board Secretary

Date

William D. Dugat, III
Counsel

Date

**SECOND AMENDMENT TO THE
INTERLOCAL COOPERATION CONTRACT
BY AND BETWEEN
THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
AND
THE STATE OFFICE OF ADMINISTRATIVE HEARINGS**

WHEREAS, the State Office of Administrative Hearings (SOAH) and the Barton Springs Edwards Aquifer Conservation District (BSEACD) entered into an interlocal cooperation contract (Contract) effective February 1, 2017 pursuant to the authority granted and in compliance with the provisions of Texas Government Code § 2003.021(b)(4) and Texas Water Code, Chapter 36, subchapter M.

WHEREAS, the parties desire to amend the Contract to extend the term of the Contract;

WHEREAS, the parties executed a First Amendment to the Contract in August 2017, which extended the term of the Original Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, SOAH and BSEACD hereby covenant and agree to amend the term of the Contract as follows:

1. Section VI, Term of Contract, is amended to read as follows:

This Contract is to begin February 1, 2017, and shall terminate August 31, 2019, or when the services under this Contract are completed, whichever is earlier. This Contract and each of its provisions shall be binding upon the Contracting Parties and may not be waived, modified, amended or altered except by in writing signed by the Contracting Parties. The term of this Contract may be extended if necessary to complete the contested case.

2. Except as expressly amended above, the Original Contract remains in effect and is not altered by this Amendment.

3. The parties hereto have made and executed this Amendment to be effective as of the date of the last party to sign.

PERFORMING ENTITY

State Office of Administrative Hearings
Name of Entity

By: _____
Authorized Signature

Title: Chief Administrative Law Judge

RECEIVING ENTITY

Barton Springs Edwards Aquifers Conservation District
Name of Entity

By: _____
Authorized Signature

Title: _____

Date: _____

Date: _____

Approved as to form

Cynthia Reyna, General Counsel

Date: _____



B. Sledge Direct: 512-579-3601

Fax: 512-579-3611

Email: bsledge@sledgelaw.com

August 9, 2018

Ms. Alicia Reinmund-Martinez
General Manager
Barton Springs Edwards Aquifer Conservation District
1124 Regal Row
Austin, Texas 78748

Re: Amendment to Legislative Consulting Services Agreement (Internal Billing Code 0022-00)

Dear Ms. Reinmund-Martinez:

This purpose of this letter is to amend the contract initially executed on September 18, 2014, as amended by letter agreements dated May 28, 2015, April 5, 2016, June 6, 2016, and August 11, 2017 ("Engagement Agreement"), for the purpose of extending the term of the agreement. Except as specifically modified by this letter amendment, the terms and conditions of the Engagement Agreement remain the same. The term of the agreement is hereby modified to read as follows:

Term of the Agreement:

The term of the agreement will be for a period beginning August 9, 2018, and ending August 31, 2020, which will include the remainder of the 85th Texas Legislature, the Regular Session of the 86th Texas Legislature, the period of time for gubernatorial action on legislative measures passed during the Regular Session of the 86th Texas Legislature, and part of the legislative interim period of the 86th Texas Legislature. The term of the agreement may be extended by mutual agreement of the parties under a separate contract amendment.

Again, all other provisions of the Engagement Agreement, including without limitation the termination provisions, billing structure, and rates, remain the same, with the following exception:

Billing Structure: For purposes of this amendment, there is no payment due for the month of July 2018. Otherwise, the billing structure and rates remain the same.

If this letter correctly reflects your understanding of the terms and conditions of our representation under this amendment to the Engagement Agreement, please execute this amendment in the space provided and return a copy to me.

We look forward to continue working with you and the other good folks at the BSEACD.
Please contact me if you have any questions.

Very truly yours,

SLEDGELAW GROUP PLLC



By: _____

Brian L. Sledge

AGREED AND ACCEPTED
BARTON SPRINGS/EDWARDS
AQUIFER CONSERVATION DISTRICT

By: _____
Board President

Attest: _____
Board Secretary

APPROVED AS TO FORM:

William D. Dugat III
Attorney for Barton Springs / Edwards
Aquifer Conservation District

**ORDER CALLING ELECTION FOR NOVEMBER 6, 2018; 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 6, 2018 (the "Election") for the election of directors from the District precinct numbers two (2) and five (5); and

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

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

WHEREAS, the Travis County 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.

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 6, 2018, which is seventy-eight (78) or more days from the date of the adoption of this order (the "Order") within the District single member precinct numbers two (2) and five (5) for the election of directors from precinct numbers two (2) and five (5) at which qualified electors of 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 at the Election shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

Section 2. Conduct of Election, Joint Election Agreements, Contracts 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. Both Travis and Hays Counties will utilize electronic voting systems, which have been approved for use by the Texas Secretary of State, 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 as if fully set out in said Order. The District has a current agreement with Travis County that was executed by both the District and the County that became effective October 8, 2014.

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 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 agreements to conduct joint elections with Hays and Travis Counties. The Travis County agreement is included in the aforementioned contract that was executed October 8, 2014. The Hays County Joint Election Agreement is attached as "Exhibit B" to this Order and incorporated by reference as if fully set out in said Order.

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 Travis and Hays County Election Precincts, that are wholly or partially within director precinct numbers two (2) and five (5) and within the territorial boundaries of BSEACD, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for BSEACD's election precincts shall be the corresponding Travis and Hays Election Precinct Numbers of each precinct that is wholly or partially within the District.

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

The Board approves the appointment of persons designated by the 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 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 Information. 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 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 Travis or Hays County as appropriate.

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
Hays	Jennifer Anderson Joint Early Voting Clerk – Director Election 712 South Stagecoach Trail, Ste. 1012 San Marcos, TX 78666
Travis	Dana DeBeauvoir Joint Early Voting Clerk – Director Election Elections Division P.O. Box 149325 Austin, TX 78714-9325

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, 2018 through October 26, 2018. The application must be received by October 26, 2018 (mere postmarking by the deadline is insufficient.)

Early Voting by Personal Appearance

Early voting by personal appearance shall be conducted at the places, on the dates and at the times to be set forth and approved by the Board when available, prior to the election. The Joint Early Voting Clerks shall have the authority to designate such deputy early voting clerks as may be necessary to staff the early voting polling places established by the Board.

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 shall deliver the ballot boxes and other materials for their respective precinct to the return center or central counting station, as applicable. The early voting ballot boards, at a time and in the manner permitted under the Texas Election Code shall tabulate the early voting ballots and deliver the results to the central counting station or return center, as applicable. Further, the early voting ballot boards shall reconvene, as necessary, to make a determination in relation to provisional ballots as required by the Texas Election Code. The Custodian shall make a written return of the election results to the Board in accordance with the Election Code. The Board shall canvass the returns and declare the results of the election.

Section 6. Appointment of Custodian of Records and Appointment of Agent. The Board appoints Dana Christine Wilson, an employee of the District, the Custodian of Records and agent to the Board Secretary (“Agent” or “Custodian of Records”) to perform the duties of secretary related to the conduct and maintenance of records of the election as required under the Texas Election Code during the period beginning not later than the 50th day before the date of the election and ending not earlier than the 40th day after the day of the election.

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, and Jennifer Anderson as the Custodian for that portion of the District election conducted in Hays County 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 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.

Section 15. Authorization to Execute. 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.

PASSED AND APPROVED this 9th day of August, 2018.

**BARTON SPRING/EDWARDS
AQUIFER CONSERVATION DISTRICT**

Blayne Stansberry
President, Board of Directors

ATTEST:

Blake Dorsett
Secretary, Board of Directors

[SEAL]

EXHIBIT A

Contracts for Election Services
with Travis and Hays Counties

**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 ("Code") and Chapter 791 of the Texas Government Code, Travis County and Barton Springs/Edwards Aquifer Conservation District ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's 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 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.

I. 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 and a resulting runoff, if necessary within all Participating Entity 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 I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this 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, the term "Election Officer" refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
- (E) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, 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. The term does not refer to costs relating to the use of the voting equipment.

- (F) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's direct electronic recording equipment or any other voting equipment in use at the time of the election (hereinafter referred to as DRE).
- (G) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (H) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (I) 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. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

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

III. 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 I.
- (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 III, (C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity such as receipt of candidate applications:
 - (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. This includes required newspaper notices unless the Election Officer has agreed in writing, along with the costs to be assessed, to provide this service on behalf of the Participating Entity and in any debt obligation elections, post the notice required by and in accordance with Section 4.003(f), Texas Election Code in each election day and early voting polling place;

- (2) preparing the federal Voting Rights Act election preclearance submissions, if any, to the U.S. Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, and any other languages as required by law;
 - (4) 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;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language 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 Election Code that the Election Officer will not perform.

IV. 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, if authorized, 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, emergency polling place changes will be made by the Election Officer.

V. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VI. of this agreement.
- (B) At the time a Participating Entity executes this Agreement, its representative must tender \$100 towards the costs associated with administering the election including, but not limited to, polling place searches and preparation for poll worker training. If the election is ultimately held by the Election Officer, the \$100 fee will be applied towards the Participating Entity's total costs due to the Election Officer. Not later than the 45th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer.

- (C) In case of a cancellation of an election by the Participating Entity, the Participating Entity shall notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. If the Participating Entity cancels its election, the \$100 fee will not be refunded.
- (D) Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under V. (B) can be provided via e-mail to the County at elections@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by Dana Christine Wilson. No further costs (except for the \$100 fee) will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill 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 remaining balance due. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in V. (C).
- (E) The Election Officer will charge a fee for election services, as described in Section V, equal to 10% of the total costs of each election, excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VI. In the event of a joint election, the election costs will be divided on a pro rata basis among all entities involved in the election in the following manner referred to hereafter as the "pro rata methodology": the number of precincts each participating entity has involved in an election will be added together. The proportional cost of each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost of each participating entity. Additionally, the Participating Entity acknowledges and understands that if any other Participating Entity should cancel its election, each remaining Participating Entity's pro rata cost will result in a proportionate cost increase.
- (F) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 90th day after the runoff election. The total amount due according to these invoices shall be offset by payments made for costs made in accordance with Subsection (B) of this section and offset by any payments made otherwise. The County shall prepare the invoice to include the total payment due from the Participating Entity for any portion of the Participating Entity's costs.
- (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 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 to timely pay invoice in full may impact Election Officer's participation in future elections with Participating Entity.

VI. 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 both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding its own election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after such an election, the Participating Entity will be responsible for payment of equipment usage.
- (D) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (E) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section V. (D).
- (F) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VII. 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. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, training staff for each location, and providing Travis County law enforcement to secure the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

- (B) Any Participating Entity requesting additional, early voting sites for service for only their voters shall be responsible for the additional cost of \$1,560 per location, with said costs to be included in the overall election costs for that Participating Entity.

VIII. 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 each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications 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.

IX. 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, 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

Any notice to be given hereunder by any party to the other shall be in writing and may be effected 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
1124 Regal Row
Austin Texas 78748

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

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
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.

(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 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 and 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; and, 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 revenue funds 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) Other 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.

(L) Mediation

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 154.023 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 meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

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

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78714-9325


BARTON SPRINGS / EDWARDS AQUIFER CONSERVATION DISTRICT
1124 Regal Row
Austin Texas 78748

(N) 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.

(O) The individuals below have been authorized to sign this Agreement.

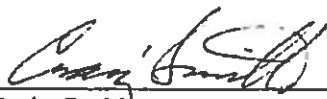
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 8th day of October, 20 14.

BARTON SPRINGS / EDWARDS AQUIFER CONSERVATION DISTRICT

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

Attest:

Approved as to Form:


Craig Smith
Board Secretary

10/8/14
Date


William D. Dugat, III
Counsel

9/25/14
Date

TRAVIS COUNTY

BY: Samuel T. Biscoe
Samuel T. Biscoe
County Judge

BY: Dana DeBeauvoir
Dana DeBeauvoir
County Clerk

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 Hays County. 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 Texas 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 direct record electronic (DRE) 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 Judges Booth Controllers (JBC's), batteries for use in the JBC's, eSlates, labels 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.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the direct Record Electronic (DRE) Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "eSlates" and Judge's Booth Controllers" (JBCs). 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: DRE, 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, 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 DRE voting system consist of the DVD 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 JBCs and eSlates.

- Q. **Recount.**
 - 1. 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.
- 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 JBC and per eSlate. 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 automatically renew 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 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

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: _____

ATTEST:

By: _____
Blake Dorsett, Secretary

Date: _____

APPROVED AS TO FORM:

William D. Dugat III
Attorney for BSEACD

Date: _____

EXHIBIT B

Joint Election Agreement with Hays County

JOINT ELECTION AGREEMENT

FOR HAYS COUNTY LOCAL POLITICAL SUBDIVISIONS

This Joint Election Agreement ("Agreement") is made and entered into by and between Local Political Subdivisions ("LPSs") located within or partially within Hays County, Texas (the "County").

WHEREAS, the undersigned local political subdivisions, collectively referred to hereafter as the "LPSs", each anticipate holding election(s) from August 2018 to July 2019; and

WHEREAS, each of the LPSs is located partially or entirely within Hays County, Texas (the "County"); and

WHEREAS, Texas Election Code, Chapter 271, authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

WHEREAS, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPSs election(s) from August 2018 to July 2019; and

WHEREAS, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, pursuant to 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 Joint Election Agreement set forth below is entered into by and between the LPSs acting by and through their respective governing bodies agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2018 through July 2019.
- II. **Appoint Election Officer.** The LPSs appoint the Hays County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2018 through July 2019.
- III. **Early Voting Polling Locations.** The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by all entities utilizing the polling location for their individual election contest.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.

- V. **Cost Sharing.** The LPSs agree 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.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Hays County: the newspaper notice for the Logic and Accuracy Test of ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. The county will bear 50 % of these election costs at each voting location. The remaining 50 % will be shared between the other entities associated with the polling place.
 - b. If there is no city election, the other entities associated with the polling place will split the remaining 50 % *pro rata*. However, special districts may be assessed less than *pro rata* portion of the remaining 50%, as determined by the Hays County Elections Administrator. The Hays County Elections Administrator shall produce the Fee Schedule, which shall include each entities percentage obligation, prior to any given election.
 - c. If there is no city, no ISD and no other jurisdiction on the ballot, the county pays 100 % of the cost.
 - d. If there is no county election on the ballot, then 100% of the costs will be shared pursuant to subsection II b, above, between all participating jurisdictions.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations, poll workers and number of entities sharing a polling place, as General Elections, held on even numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTIONS

- I. The following expenses will be shared equally by all LPSs holding an election including Hays County (when applicable): the newspaper notice for the Logic and Accuracy Test of ballots, consumable elections supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:

- a. For polling locations conducting elections of the County: the county will bear 50 % of these election costs at each voting location. The remaining 50% will be shared between the other entities associated with the polling place.
- b. If there is no city election, the other entities associated with the polling place will split the remaining 50% equally.
- c. If there is no city, no ISD and no other jurisdiction on the ballot, the county pays 100% of the cost.

If there is no county election on the ballot, then 100% of the costs will be shared equally between all jurisdictions.

A cost estimate for the LPS election will be submitted separately.

APPROVED BY GOVERNING BODY OF _____ in its meeting held the _____ day of _____, 20____, and executed by its authorized representative.

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY:

 Jennifer Anderson
 Elections Administrator, Hays County, Texas

 Date

ATTEST:

By: _____
Blake Dorsett, Secretary

Date: _____

APPROVED AS TO FORM:

William D. Dugat III
Attorney for BSEACD

Date: _____

Item 3

Routine Business

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

1. Standing Topics.

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

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

- i. Review of Status Update Report – at directors' discretion.**
- ii. Update on certain projects and activities of individual teams**
- iii. Update on HCP and ITP status.**
- iv. Update on the City of Dripping Springs' application for a TPDES permit.**
- v. Update on the procedural matters relating to the Needmore Water LLC permit application.**
- vi. Update on the procedural matters relating to the Electro Purification LLC permit application.**

STATUS REPORT UPDATE FOR AUGUST 9, 2018 BOARD MEETING

Prepared by: District Team Leaders

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
GENERAL MANAGEMENT TEAM				
	Alicia Reinhardt-Martinez			
	ARM	8/2/2018	Meetings, Training, Presentations, and Conferences	External Meetings Attended: City of Buda City Manager, City of Kyle Public Works Department, USFWS from Austin and Albuquerque offices, City of Austin Environmental officer and ITGCC. Other meetings: John Dupink. Teleconference calls: Evergreen, Kirk Holland. Conferences/Seminars: None.
Summary of Significant Activities	ARM	8/2/2018	Ongoing Special Projects, Committees, and Workgroups	Ongoing Special Projects: Working with Team leaders on results of salary study project. Meetings with staff and Budget committee to discuss changes to Fee schedule.
	ARM	8/2/2018	Routine Activities and Day-to-Day operations	Routine Activities/Day-to-Day Operations: provided general oversight of staff activities and oversight of day-to-day operations; approved admin documents; prepared agendas and backup for Board meetings; prepared GM report and assigned tasks; holding team meetings with all staff on incentive projects; held two Planning team meetings; developed Team leader evaluation forms for annual performance evaluations; served as liaison between Board and staff. Consultation with Attorney on: EP and Neudomare permit application, Fee schedule, August 9 meeting agenda. Other Activities: Consultation with Legislative Consultant in planning Board work session.
ADMINISTRATION TEAM				
	Dana Christine Wilson			
Accounts Receivable - A	DCW	8/2/2018	Permittee accounts carrying a past due balance:	All accounts currently in good standing.
Accounts Receivable - B	DCW	8/2/2018	Next cycle is August monthly billings that were mailed out on July 16th.	Due on August 5 and late on August 16.
Accounts Receivable - C	DCW	8/2/2018	Annual permit fees, Annual billings, 1st quarter billings, September monthly billings, and Transport fee invoices to go out on August 16th.	67 annual invoices for \$19,998; 29 quarterly invoices for \$68,424; 14 monthly invoices for \$25,951; and 2 transport invoices for \$124,000. Grand total billed is \$238,374 (excluding Austin Water Utility/CoA quarterly payment that is currently being discussed).
Accounts Receivable - D	DCW	8/2/2018	Drought Management Fees	First fee assessment will be in October (fees don't kick in until after first two full months of drought.)
Budget for FY 2019	DCW	8/2/2018	Initial FY 2019 Budget and Fee Schedule	Preliminary version was presented to Budget Committee on July 9th, and to the full Board on July 12. Proposed version to be presented to the Board tonight, along with the Fee Schedule.
Conservation Credits Analysis	SD	8/2/2018	In process.	Currently organizing late fees and late meter readings for the past fiscal year. This analysis is not completed until late September/early October after the August meter readings have been received which is in September (due on the 1st but not all are submitted on time).
Election General - November 2018	DCW	8/2/2018	Directors - General Election November 6, 2018	First day for a candidate to file was July 21. Last day for a candidate to file is August 20. We are addressing calling the election tonight with an Order to Call Election.
Election Legal - GIS Coding Issue - Ongoing	DCW	8/2/2018	Spotchecking coding on Hays County registrations.	Board approved Bickerstaff to handle this. Still in process of coordinating a fix with Hays County. Information has been sent to Hays County and they are currently incorporating that into their system.
End-of-Year File Packaging and Creation of New Files	TR/SD/DCW	8/2/2018	Annual formality.	In preparation of records retention, and also the annual financial audit.
Financial Reporting - Website	DCW	8/2/2018	Most current, available financial reports to be posted.	Balance Sheet, Profit and Loss Statements, and Check Registers through June 2018 have been posted on the District website.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
Grant Reporting	DCW	8/2/2018	TWDB RFP Grant - Now completed, processed, and paid in full.	First (and final) grant invoice was submitted for payment to TWDB on Friday, March 30, 2018. Received (and deposited) TWDB payment for \$226,157 on July 27, 2018.
Salary Survey - Evergreen	ARM/SD/KI/DCW	8/2/2018	In process.	
REGULATORY COMPLIANCE TEAM Victoria Escobar				
Grigg Tract	KBE, VE	8/3/2018	Well Drilling Authorization	Grigg Tract LP has submitted two well drilling authorization applications for two additional new wells to be drilled on their property to further assess the production capabilities and water quality of the Lower Trinity Aquifer. Those applications are under review.
Rutherford North	KBE, VE	8/3/2018	Test Well Permit	Giles Water Resources Corp submitted two test well applications for the Rutherford North property. They are requesting to drill one middle Trinity and one Lower Trinity well to assess the production capabilities and water quality of the formations. These applications are under review. Staff met with the consultant hydrogeologist who informed staff that due to complication with Trinity wells, the well would be constructed to final completion and used for monitoring wells after tested. We have asked him to fill out a monitoring well application.
Electro Purification	KBE, VE	8/3/2018	Production Permit	EP has submitted 7 modification applications and 1 production permit application on 7/13/17. The production request is for 912,500,000 million gallons a year (2.5 MGD) to be produced from the Middle Trinity Aquifer for the purposes of Wholesale Public Water Supply. The General Managers Preliminary Finding was sent out to the applicant on 2/20/18. A 90-day extend review period was granted to allow the applicant to provide additional required materials such as a compliance monitoring plan for the avoidance of unreasonable impacts. The GM's Position Statement became available on May 20, 2018. The public comment period runs from June 4th - June 25th. The District hosted public information session on June 18, 2018 from 6-8pm at Wimberley Community Center. The 20 day comment period closed on June 25th. Staff received more than 300 comments and 12 request for a contested case. On July 12, The Board made a decision to send the matter to SOAH for hearing. The date for the preliminary hearing at SOAH is September 17th 2018. This will be a hearing to decide which parties have standing, and the merit of the application will not be heard at this hearing.
Needmore Water LLC	KBE, VE	8/3/2018	Conversion of a Temporary Permit to a Regular Permit	Needmore Water LLC is currently a Temporary Permit that has been determined to be administratively complete. Public notice was published on 11/29/16 and comment period closed on 12/19/16. The District received a request for a contested case hearing from both the applicant and TESPA. TESPA requested the hearing to go before the State Office of Administrative Hearings (SOAH). BSEACD Board decided that the preliminary hearing to determine party status will be heard by SOAH. The General Manager has provided a Preliminary Decision with recommended Special Provisions, and a Technical Evaluation, that is available on the website www.bseacd.org. A preliminary hearing on party standing was held on 7/31/17 at SOAH. TESPA was granted party status. An initial hearing on the merits of the permit application took place March 5th 2018. As of 6/7/18 the ALJ has ruled in the pending Needmore matter granting Needmore's Motion for Summary Disposition and denying TESPA's motion. The ALJ agreed with Needmore on this point and concluded there are no issues to consider in the SOAH proceeding. The July hearing is cancelled and the ALJ will draft a proposal for decision that will go to the Board at a future date to be determined.
ASR Rulemaking	KBE, VE	8/3/2018	Rule Making / Technical Workgroup	The Regulatory staff and Aquifer Science staff held a technical workgroup meeting in early December 2017. This meeting was a discussion amongst technical ASR experts, interested ASR users, and District Technical staff. The discussion was focused on regulatory and permitting concepts along with a brief update on current ASR activity within the District. The workshop notes and summary are coming together, staff will provide an update to the Board subcommittee in August 2018.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
SH45 SW/Mopac Intersections	KBE, VE	8/3/2018	Consent Decree/Roadway Projects	Next Site inspection: District staff is coordinating with TxDOT staff on regular visits to the Mopac project site for geologic inspections. The District's consultant (Dave Fowler) along with COA, and Travis County conducted an inspection of SH45 and Mopac on 6/28/18. It was reported that not significant issue were found and an inspection report is being drafted.
Database Development	KBE, VE	8/3/2018	Intera Contract - Database Development	Intera is providing biweekly updates and status reports on their progress. They are currently in the design/prototype phase where the look and feel is still being developed. Intera had a meeting with District staff to discuss the alpha version and has scheduled meetings with individual teams over the next month. The beta version is expected to be complete by mid August or early Sept.
General Manager Approved Permits	KBE, VE	8/3/2018	Individual Permits < 2,000,000 gal/yr	Staff received an application for an irrigation well (Matthew Shoenberg). The application is under review.
Drought Stage- No-Drought	KBE, VE	8/3/2018	Drought Compliance Monitoring and Enforcement	Alarm Stage Drought was declared on July 12, 2018 and curtailments become effective on August 1, 2018. Letters and emails to all permittees have been sent out for notification of drought. Staff has been assisting permittees as they call in with questions related to drought curtailment requirements.
Website updates & social media campaign	RG, JV	8/2/18	Water Conservation and Water Quality Protection https://hseacd.org/education/water-conservation/	The Education-->Water Conservation resource page has undergone significant reorganization and updates. The section was expanded to include water quality protection information. The recent social media campaign to promote the least toxic methods to deal with common pests showed that there is high interest in this type of info. Improvements to the section include adding information on hazardous waste removal, native plants, invasive plants and pests, water conservation, and alternate supply ideas.
GIS Projects	RG, LC, BH, JC	8/2/18	Trinity exempt well estimate in Shared Territory, Travis County ILA, Monitoring site recon	Trinity exempt well estimate in Shared Territory: Analysis of submitted well drillers records and Hays CAD parcel info have helped estimate a total number of possible Trinity exempt wells in the Shared Territory. Analysis just completed and is under review. Travis County ILA: Data compilation has begun for the focus area. Data downloads, extraction, and processing have been the main tasks. Monitoring site recon: Analysis of monitoring information from 2015 central Hays County synoptic survey is being compared to water level measurements made recently.
Augmented Reality Water Quality Teaching Tool	RG	8/2/18	Benthic macroinvertebrates	Phase II of the augmented reality water quality indicator game has begun. Staff has met with and solicited review comments from 7 different agencies and have prioritized suggestions/edits according to what is financially feasible and what best supports the District's teaching objectives. This year's tasks include editing the aquatic and riparian habitat cards to include native vegetation examples, creating an aquifer habitat card that shows the inside of a groundwater well with fault and solution cavity, developing a menu of all characters with links to 3D video, adding info button, and adding a photo option. Final layout for the cards is complete. They should be ready to order from Game Crafters within the week and the application should roll out shortly thereafter.
Cave Sim	RG, JV	8/2/18	Potential collaboration on education trailer	As part of Austin Cave Festival, the Colorado-based company, Cave Sim, brought their educational cave trailer. The trailer has cave passages equipped with sensors on "sensitive features" to teach about caves, habitat, recharge, and cultural heritage. Since Cave Festival, several groups have met to discuss the potential of having an Austin-based version that highlights the Central Texas groundwater resources, cave species, and development challenges. Next meeting will be Aug-Sept.
eNews	RG, all staff	8/2/18	July edition	The July edition of the eNews was released on July 27. There has been a significant uptick in new subscribers: 66 people subscribed online in the month of July. Articles included Stage II Alarm Drought Declared, Habitat Conservation Plan Update, EP Production Permit Application Update, Dripping Springs Wastewater Discharge Permit Settlement, Travis Co. Groundwater Research Funded, Annual Meter Reading Reminder for LPPs, and Director Elections Details.

	Leader, Staff	Date	PROJECT /ACTIVITY DESCRIPTION	STATUS/COMMENTS
Internet Traffic Report	RG, JV	8/2/18	Page views and visits to the District Website	The District website had 3,806 total page views by 2,982 unique sessions. Top sites in order of number of views are the home page (1,161), Drought Status (240), EP Production Permit Notice (174), Staff (135), Maps (128), and Newsletters (111). The District Facebook page now has 704 (up 8 from last month) 'Likes' and responses to posts have been very positive. The most popular FB posts were about least toxic treatment of poison ivy (1,700 views), Stage II Drought Declaration (522 views), and August being the first month of drought stage pumpage reductions (271 views).
AQUIFER SCIENCE TEAM				
Dye Tracing	BS, BIL, JC	8/3/18	Dye tracing	Technical summaries of the recent Onion Creek (contributing zone) are completed. A technical summary of the dye trace to Jacob's Well Spring is pending.
Central Hays County Groundwater Evaluation	BH, BS, JC	8/3/18	Well and hydrogeology characterization	AS staff have prepared a technical memo stating that there is a potential for unreasonable impacts from pumping of the EP wells at the requested permit amount. Testing of the multiport well in Rolling Oaks is continuing as well as continued work enhancing the monitor well network in the EP area.
Antioch Cave	BS, BIL, JC	8/3/18	Onion Creek Recharge Enhancement Project	New equipment to control the Antioch valve were installed in March 2017. A new flow meter was installed in March 2018. The vault functioned as designed during the March 2018 rain event.
Water-Quality Studies	BS, BIL, JC	8/3/18	Sampling and analysis of groundwater and surface water	District staff have been collecting groundwater samples for several projects including for the TWDB and the Ruby Ranch ASK pilot project.
Saline Zone Studies	BS, BH	8/3/18	Saline Zone report for TWDB grant	Carollo Engineers completed a draft final report for the RFP grant, which was submitted to TWDB on October 31. Aquifer Science staff completed a report of the multiport well testing and sampling that is a part of the RFP grant report. A final stakeholder meeting was held on November 28. The final report was submitted to the TWDB and is available on the BSEACD website. The final report was accepted by TWDB in March.
Drought and Water-Level Monitoring	BH, BS, JC	8/3/18	Drought status, monitor wells, and synoptic water level events	On July 12, the District's Board of Directors declared Stage II Alarm Drought. Both the water level at the Lovelady monitor well and the 10-day average flow at Barton Springs are below their drought-stage thresholds. On 8/3/18, the Lovelady well had a level of 476.2, about 2.2 ft below its trigger, and flow at Barton Springs was 32 cfs.
Information Transfer	BS, BIL, JC	8/3/18	Presentations, conferences, reports, and publications	Aquifer Science staff have completed and submitted for review two draft chapters about the Barton Springs segment for a memoir (book) about the Edwards Aquifer to be published in the Fall of 2018.
Aquifer Testing	BS, BIL, JC	8/3/18	Planning, participation, and review of aquifer tests	EP aquifer testing finished in January 2017. District staff received an application and hydrogeologic report from EP. Staff completed a technical review of EP's production application and produced three technical memos.
Travis County ILA	BS, BH, JC, RG, LC, JV	8/3/18	Hydrogeologic Atlas of Western Travis County	Travis County approved the ILA on 7/3/18 to contribute to studies producing databases and publications characterizing the hydrogeology of Western Travis County.
AD HOC TEAMS				
Technical Team	BAS	8/3/18	Current areas of discussion	Topics of discussion at the technical team meeting in June were drought status, Dripping Springs, and the EP application.
Planning Team	ARM	8/2/2018	Strategic and tactical planning and discussion topics	Meetings held July 17 and 31. Next meeting August 14.

	Leader, Staff	Date	PROJECT / ACTIVITY DESCRIPTION	STATUS/COMMENTS
UPCOMING ITEMS OF INTEREST				
SWTCCD Board meeting		8/8/2018	Presenting an overview of the southwest Travis County Groundwater Investigation and Use project	
August Board meetings		8/9/2018 and 8/23/2018		
GCD Meet and Share		8/10/2018	Multiple GCDs to discuss permitting issues	
Rules Committee		8/14/2018	Discussion on proposed ASR Rules	
TAGD Summit		8-28-30-2018	San Antonio - ARM, KBE, VE, JC, and Dr. Larsen to attend.	
Region K		8/29/2018		
Labor Day		9/3/18	District Office Closed	

Item 4

Public Hearing

The Board will hold a public hearing on the proposed FY 2019 Annual Budget and Fee Schedule.

Barton Springs/Edwards Aquifer Conservation District
Fiscal Year 201~~9~~8
Fee Schedule

To be Effective September 1, 201~~8~~7.
To be Board-approved July-August 9-13, 2017~~8~~.

I. PERMIT FEES AND PRODUCTION FEES

A. Drilling and Production Application Fees (See Table 1)

\$250.00 Exempt Application Fee – assessed for the drilling (new well or replacement well) or modification of an exempt well. These wells are exempt from having to obtain an authorization or permit but must comply with the application requirement and District Rule 5. Exempt Wells include: Scientific Monitor Wells, Remediation Wells, Injection Wells, Closed Loop Geothermal Wells, Dewatering Wells, and Oil and Gas Drilling and Exploration Wells. For Monitoring Wells and Closed Loops Geothermal Wells, multiple wells that are similar in well design, construction, location, and purpose will be assessed an additional \$10 fee for each monitoring well.

\$300.00 General Permit Application Fee – assessed for the drilling (new well or replacement well), modification, or production of all new limited production permit (LPP), monitor, and test wells subject to the general permits by rule outlined in District Rule 3-1.20. This fee includes construction inspections conducted by District staff (a non-refundable, one-time fee assessment).

- For monitoring wells, mMultiple wells that are similar in well design, construction, location, and purpose will be assessed an additional \$10 fee for each monitoring well.
- For test wells requiring additional aquifer pump tests, an additional \$50 fee will be assessed.
- For aquifer tests performed to support application requests, a fee will be assessed based upon an hourly rate of \$60.00 per hour for the amount of staff time needed in excess of 80 hours to support these tests. The applicant will be invoiced for this fee within 30 days upon the completion of the test.

Production Permit Application Fee - assessed to all new Production Permits for existing or new nonexempt wells not covered by Rule 3-1.20 - general permits by rule (a non-refundable fee assessment). Permit applications will be assessed an application fee based on the following scale:

- \$ 500 - production volume requests less than 2,000,000 gallons per year
- \$ 750 - Tier 1 production volume requests > than 2,000,000 to 12,000,000 gallons per year
- \$ 1000 - Tier 2 production volume requests > than 12,000,000 to 200,000,000 gallons per year
- \$ 3,000+500 - Tier 3(a) production volume requests > than 200,000,000 to-500,000,000 gallons per year
- \$5,000 Tier 3(b) production volume request > than 500,000,000 to 1,000,000,000 gallons per year

~~**\$0.00 Temporary Production Permit Application Fee**—assessed to all Temporary Production Permit applications pursuant to District Rule 3-1.55.~~

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

\$625.00 Drilling/ Modification Application Fee— assessed for the drilling (new well or replacement well) or modification of all nonexempt wells. This fee includes construction inspections conducted by District staff. This fee does not apply to general permits by rule outlined in District Rule 3-1.20.

\$125.00 Well Plugging, Capping, or Recompletion –assessed for application and site review of proposed abandonment procedures, field inspections, and registration on abandonment of all wells (a non-refundable fee assessment).

B. Permit Amendment Applications (see District Rules for clarification).

Minor Amendments

- **\$300.00 Production Permit Increase** - minor amendments to increase pumpage authorized by individual permits (a non-refundable fee assessment) ~~—~~.
- **\$200 Substantial Alteration** - minor amendments to substantially alter a well (a non-refundable fee assessment).
- **\$ 50.00 All other minor amendments** ~~—~~ (a non-refundable fee assessment).

Major Amendments

- **\$750.00 Production Permit Increase** - major amendments to increase pumpage authorized by individual permits (a non-refundable fee assessment).
- **\$625.00 Well Modification** - major amendment to alter the physical or mechanical characteristics that increase capacity of an existing well (-a non-refundable fee assessment).

C. Production Fees

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

\$0.17 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a Temporary Production Permit.

\$0.44 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a new Class A, B, or C Conditional Permit or a Class A, B, or C Conditional Permit authorized by material amendment.

\$0.17 per 1,000 gallons for annual permitted or authorized pumpage for water to be withdrawn from a well or aggregate of wells by a new Class D (ASR) Conditional Permit or a Class D Conditional Permit authorized by material amendment.

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

\$1.00 per acre-foot for Agricultural Wells for annual permitted pumpage for water to be withdrawn from a well or aggregate of wells (an acre-foot is 325,851 gallons).

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

D. Transport Fees

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

E. Annual Permit Fees

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

F. Excess Pumpage Fee

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

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

\$0.44 per 1,000 gallons for new Conditional Permits and Conditional Permits authorized by material amendment.

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

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

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

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

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

G. Regulatory/Drought Management Fees

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

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

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

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

II. OTHER FEES

Meter Verification / Inspection Fee - \$50.00 to \$75.00

Assessed only when a permitted user fails inspection after being advised that meters must be installed or calibrated, or when a permittee fails to submit the required meter readings and District personnel must visit the well site or take the meter readings. May be assessed as many times as permitted user fails to comply with Board Orders or District Rules to come into compliance. The fee will increase to \$75.00 on the third instance to occur within a 12-month period in which a \$50 fee was previously assessed two instances prior (a non-refundable fee assessment).

Special Fees ~~-\$300.00~~

A Special Fee is required for certain tasks involving extraordinary staff time to perform extensive technical/~~legal~~ review, fieldwork, and/or inspections. This fee may be assessed for a variety of tasks and may be assessed as a one-time fee, on a periodic recurring basis, or cumulatively for multiple tasks depending on the tasks warranting the fee. Such tasks include but are not limited to the following:

Tasks Warranting a Special Fee	Assessment of Fee
Supplemental staff review of Permit applications found to have a potential for unreasonable impacts. Per District Rules, this finding initiates additional application requirements, internal technical review, development of permit compliance measures, and/or development of special provisions.	Fee shall be assessed one time, upon Board approval of the permit, and at the time that the initial invoice is issued.

Staff technical review of Permit applications involving alternative well designs, well development procedures, or well plugging/capping procedures including alternative Test Well designs in which a formal aquifer test will be conducted to support a future Production Permit request.	\$500 Fee shall be assessed one time, upon and will be due 30 days upon the determination of administrative completeness of the application Board approval of the permit, and at the time that the initial invoice is issued.
Review of Permit applications requiring extensive external legal or technical consulting services (e.g. contract review, well construction, engineering plans and specifications, hydrogeological modeling).	\$5000 fee shall be assessed due within 30 days upon the determination that external technical consulting services are needed one time, upon Board approval of the permit, and at the time that the initial invoice is issued. (Fee may be assessed in addition to other applicable Special Fees.)
Review of Permits with special provisions requiring ongoing, annual or periodic internal technical review or compliance evaluations.	A fee up to \$1000 shall be recurring, assessed annually upon permit renewal based upon the nature and as long duration as of the special permit provisions that are in effect.
Special inspections or investigations, or requests from local government or private entities.	A fee up to \$1000 Fee shall be assessed one time as determined by the General Manager.

Potential for Unreasonable Impact Fee

The District will assess a supplemental fee to address staff time needed to review a permit application found to have a potential for unreasonable impact(s). Per District Rules, this finding initiates additional application requirements, internal technical review, development of permit compliance measures, and/or development of special provisions. The fee will be based upon a staff time hourly rate of \$60.00 per hour for the amount of time needed for the additional review determined by the General Manager's preliminary finding. This fee will be due at two times: half within 30 days upon the completion of the General Manager's preliminary finding and half within 30-days upon Administrative completeness.

Returned Check Fee - \$325.00

The District will assess the person writing the returned check a \$325.00 fee for each check returned by the District depository due to insufficient funds, account closed, signature missing, or any other problem causing such a return. This fee will be charged each time a check is returned. If bank charges to the District's account exceed \$325.00, the District shall assess the higher of the two amounts (a non-refundable fee assessment).

Accounting Fee - \$50.00 per hour

Anyone requesting that the District conduct any accounting, other than the routine accounting normally done by the District, shall be assessed an accounting fee of \$50.00 per hour of District staff

time spent on the accounting. Accounting fees will not be assessed if District generated errors are found in the Permittee's account.

Variance Request Fees - \$100.00

An applicant may, by meeting eligibility requirements of Section 3-1.25 or Section 3-7.10 and by written petition to the Board, request a variance from the requirements of District Rule 3-1 or District Rule 5, except Sections 3-1.20, 3-1.22, 3-1.23, and 3-1.24, or District Rule 3-7, respectively.

Legal Notice Fees

An applicant will pay for publishing any legal notices in accordance with the District rules.

III. FEE REFUNDS

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

Table 1. Summary of Application Fees

Exempt Wells – Permit Actions	Application Fee
Register Existing Well/ Change of Ownership	\$0
Drill New Exempt Well/ Well Modification	\$250
Nonexempt Wells – Permit Actions	Application Fee
GP - Drill New Well (LPP) Limited Production Permit	\$300
GP - Drill New Test Well (includes one pump test)	\$300
GP - Conduct Pump Test	\$50
GP - Drill New Monitor Well	\$300
	<u>TBD upon completion of the test.</u>
<u>GP – Aquifer Tests</u>	
Individual Drilling Authorization – Drill New Well / Well Modification	\$625
Individual Production Permit – to produce from a well	\$500- \$5000 <u>\$500</u>
Transport Permit – to transport out of District	\$500
Production Volume Increase (Minor Amendment)	\$300
Production Volume Increase (Major Amendment)	\$750
Plug, Cap, Recomplete Abandoned Wells	\$125
Change of Ownership of Permitted Well	\$50
<u>Special Fees</u>	<u>\$500-\$5000</u>
	<u>TBD upon GM preliminary findings</u>
<u>Potential for Unreasonable Impact(s) Fee</u>	

Item 5

Board Discussions and Possible Actions

- a. Discussion and possible action to adopt the proposed FY 2019 fee schedule by Resolution #080918-01.**

STATE OF TEXAS

§
§
§
§

RESOLUTION # 080918-01

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 2019 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 2019 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 August 9, 2018 **TO BE EFFECTIVE** for September 1, 2018.

Blayne Stansberry, Board President

Blake Dorsett, Board Secretary

Item 5

Board Discussions and Possible Actions

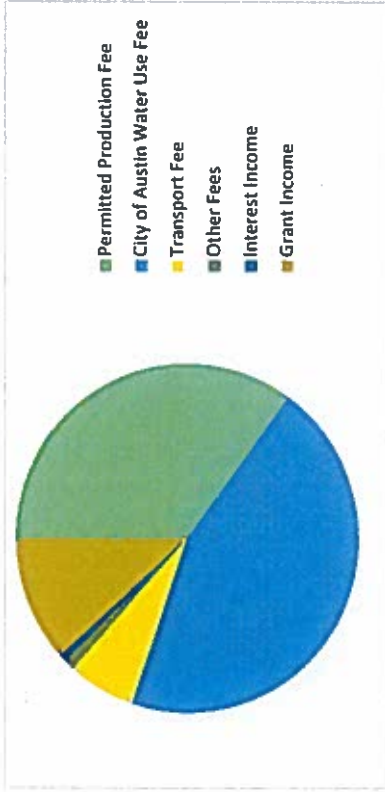
b. Discussion and possible action to adopt the proposed FY 2019 Annual Budget.

Projected Permitted Pumpage Volume 3,413,728,170

Total	Category %
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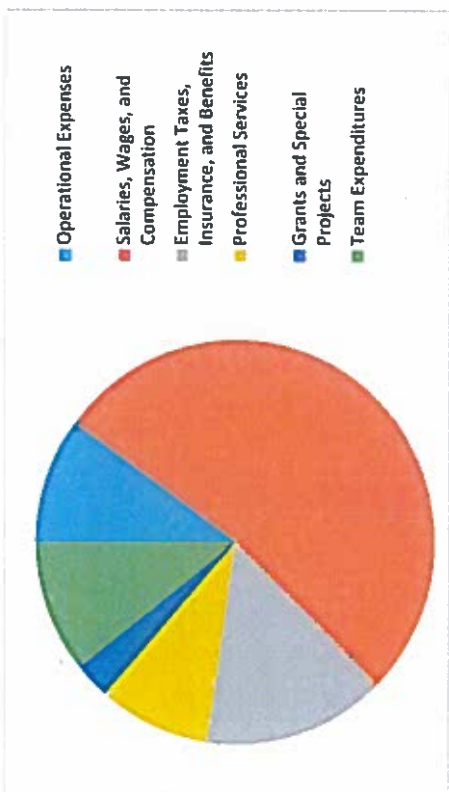
I. PROJECTED REVENUES

A. Permitted Production Fee	\$672,296	33.21%
B. City of Austin Water Use Fee	\$870,501	43.00%
C. Transport Fee	\$124,000	6.12%
D. Other Fees	\$18,650	0.92%
E. Interest Income	\$13,000	0.64%
F. Grant Income	\$226,157	11.17%
G. TC ILA Funds for Trinity Monitoring Project	\$100,000	4.94%
	\$2,024,604	100.00%



II. PROJECTED EXPENDITURES

A. Operational Expenses	\$199,647	9.94%
B. Salaries, Wages, and Compensation	\$1,053,305	52.45%
C. Employment Taxes, Insurance, and Benefits	\$298,225	14.85%
D. Professional Services	\$184,500	9.19%
F. Grants and Special Projects	\$58,000	2.89%
E. Team Expenditures	\$214,450	10.68%
	\$2,008,127	100.00%



General Mgmt and Administration 46,000
 Education and Outreach 31,250
 Aquifer Science 90,000
 Regulatory Compliance 47,200

III. PROJECTED POSITION

A. Projected Revenues	\$2,024,604
Projected Expenditures	\$2,008,127
Current Net Gain / Loss	\$16,477
B. LIMITED USE FUNDS - RESTRICTED	
TexPool Contingency	\$789,632
TexPool Reserve	\$45,821
As of 8/3/2018	\$835,453
	100.00%

Item 5

Board Discussions and Possible Actions

- c. Discussion and possible action related to establishing the District's legislative agenda for the upcoming legislative session and scheduling a work session to identify and discuss topics, District role, and priorities for 2018-2019.**

Item 6

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 7

Adjournment